

AGENDA

CITY COUNCIL MEETING

MONDAY, MARCH 4, 2019

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

City Council Citation(s): Recognizing the recipients of the 2018 City of Bridgeport "Employee of the Year" Award.

- 33-18** Public Hearing re: Resolution Authorizing Execution of a Land Development Agreement ("LDA") for the Mixed-Use Development of Congress Plaza Commons to be built on vacant city-owned land located at the corner of Main Street and Congress Street.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: February 4, 2019

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 41-18** Communication from Benefits re: Proposed Agreement with Anthem Blue Cross and Blue Shield Insurance Company for a Group Medicare Advantage Plan for a Twenty-One-Month Term, referred to Contracts Committee.
- 42-18** Communication from Benefits re: Proposed Agreement with Lincoln National Life Insurance Company for a Group Life Insurance Policy for a Three-Year Term, referred to Contracts Committee.
- 44-18** Communication from OPED re: Proposed Resolution Authorizing the Execution of a Professional Services Agreement with Langan CT, Inc. regarding Harbor Yard Traffic Management, referred to Contracts Committee.
- 45-18** Communication from Public Facilities re: Proposed Resolution regarding the "2019" First Round Sidewalk Repair Pilot Program, referred to Public Safety and Transportation Committee.
- 46-18** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Transportation (FY18-FY23) Speed and Aggressive Driving Enforcement (#19323-#23323), Click It or Ticket Enforcement (#19326-#23326) and Distracted Driving - High Visibility Enforcement (#19327-#23327), referred to Public Safety and Transportation Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES (CONTINUED):

- 47-18** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Vernell Smith, **ACCEPTED AND MADE PART OF THE RECORD.**
- 48-18** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Adalberto Planas, Jr., **ACCEPTED AND MADE PART OF THE RECORD.**
- 49-18** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Transportation for Local Bridge Program – Congress Street Bridge (#19202/8P663), referred to Economic and Community Development and Environment Committee.
- 50-18** Communication from OPED re: Proposed Resolution Authorizing the Acquisition of Property in accordance with the East End Neighborhood Revitalization Plan, referred to Economic and Community Development and Environment Committee.

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

- 43-18** Resolution presented by Council Member(s) Langan, Herron, Jackson & C. Smith re: Proposed Amendments to the Municipal Code of Ordinances, Title 5 – Business Licenses and Regulations, amend to add New Chapter 5.88 – Minimum Wage Enhancement Policy, referred to Ordinance Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *22-18** Contracts Committee Report re: Fieldwork Education Agreement with Sacred Heart University.
- *34-18** Contracts Committee Report re: Assignment of Tax Liens for Fiscal Year 2019.
- *38-18** Contracts Committee Report re: Agreement with Bridgeport City Supervisors Association (BCSA) regarding their Bargaining Contract.
- *39-18** Contracts Committee Report re: Agreement with LIUNA Local, 1224 regarding their Bargaining Contract.
- *19-18** Miscellaneous Matters Committee Report re: Refund of Excess Payments – 250 Fifth Street LLC.
- *20-18** Miscellaneous Matters Committee Report re: Resolution regarding the 2019-2020 Citizen's Participation Plan.

MATTER TO BE ACTED UPON:

- 40-18** Contracts Committee Report re: Agreement with Bridgeport Building Trades Council regarding their Bargaining Contract.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MARCH 4, 2019 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Dasha Spell
284 Beechwood Avenue
Bridgeport, CT 06604

CSMA, BOE/Community.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Fiscal Governance.

Cecil Young
99 Carroll Avenue
Bridgeport, CT 06607

Cover-up of unjust termination.

**CITY COUNCIL MEETING
PUBLIC SPEAKING
MONDAY, MARCH 4, 2019
6:30 PM
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT**

CALL TO ORDER

Council President Nieves called the Public Speaking Session to order at 6:30 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

- 130th District: Christina Smith, Pete Spain
- 131st District: Jack Banta, Denese Taylor-Moye
- 132nd District: Marcus Brown, Kyle Langan
- 133rd District: Michael Defilippo, Jeanette Herron
- 134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
- 135th District: Mary McBride-Lee, Rosalina Roman-Christy
- 136th District: Alfredo Castillo
- 137th District: Aidee Nieves, Maria Valle
- 138th District: Nessah Smith, Karen Jackson
- 139th District: Ernie Newton, Eneida Martinez

A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MARCH 4, 2019 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Dasha Spell
284 Beechwood Avenue
Bridgeport, CT 06604

CSMA, BOE/Community.

Council President Nieves greeted everyone and announced that the first speaker would be Dasha Spell. There was no response. She called for Ms. Spell two more times. There was no response.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Fiscal Governance.

City of Bridgeport
City Council
Regular Meeting
March 4, 2019

RECEIVED
CITY CLERK'S OFFICE
19 MAR 12 PM 3:17
LIEDT
CITY CLERK

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

Council members, neighbors and fellow taxpayers, happy to be with you this evening and without a snow shovel. Some of you may remember, it became a symbol for the previous administration of being unprepared for what nature threw at us as a City and government that was expected to care for the citizenry.

In your heart of hearts, that provides genuine concern for those whom you represent, do you think that you are performing an adequate responsibility overseeing City activity and specifically Ordinances where you have a unique duty to originate and review regularly? Where are we today?

Federal investigators are alert and questioning City process and money handling at Public Facilities and if my understanding is correct a Grand Jury in New Haven may be part of their process that is to look at instances of possible public corruption.

The Police Department alerted the FBI and the federal investigators are claiming first among all parties to track down the public record. The Mayor, having lost two employees, and with a Department Head disciplined has gone outside the City to discover Guidepost, an investigative consulting firm to help get to the bottom of issues as they surface. However, the story from City Hall seems to suggest that the FBI has indicated that the consulting firm can hold up on billable hours until the Feds finish their review.

Why do I raise this story, observed from the cheap seats where I sit with no personal power or position to get special information?

1. I suggest that there is a remedy within our own system though it has had no teeth for a decade. The CAFR has a Table of Organization, with a place for INTERNAL AUDIT, a department listed just below the Finance Director that can be used to test the competency, the accountability and the risks faced by the City government itself. When the last two employees were terminated years ago, why didn't we get some false teeth to go with the gums? If responsibility was transferred somewhere for internal audit purpose, who gets their reports? Today, City Hall rumors talk about "floater" employees who warm the bench in Labor Relations, getting pay and benefits one can assume, who then show up in various departments regardless of the skills displayed or the need of an empty position? (There's a mess in Public Facilities. Can we get a mop to the Municipal Garage??)

2. "Scrap metal sales" are something of City value that can be bid upon. They used to be. When was the last bid awarded? Who had oversight? Did anyone complain? Failing to have an Internal Audit function in operation, did anyone look to the Office of Accountability and Public Integrity for an answer?

3. The Purchasing Department has seen a lot of attention lately. The City buys lots of stuff through its Operating Budget, BOE budget and Capital Budget. What the

“scrap metal” mess has revealed is that the City Council does not routinely get information from the Capital Budget purchases. Can anyone tell me why not? Whether the money to purchase comes from property taxes, fess or other sources and results in a check from the Operating Budget, or whether it comes from borrowed-bonded origins and purchases stuff, why is the Open Budget checkbook report limited? We pay \$24,000 annually and I keep asking, how many hits per year justify that expense? And then we find our program provides less features than the State program?

4. Finally, please review the Purchasing Ordinance. I just did over the weekend and find that the process seems to have many more exceptions in operation, than the basic six I reviewed with you recently. Are the rules getting stretched by submitting departments? Who cares? There are powers in that document that are not exercised and regular exports that no one expects to be completed, and they are not. Is this the way to make law or rules and expect it to be followed?

Time will tell.

Cecil Young
99 Carroll Avenue
Bridgeport, CT 06607

Cover-up of unjust
termination.

Mr. Young congratulated the students who had just started the Junior Council Member program and were sitting with their Council Members. He spoke about a tour that went around the City seeing the various projects that were underway. He said that there were people all over the city who need jobs and that they did not start out looking to get in trouble. Mr. Young said that he had been working for the City and had been unjustly terminated. He said that his website would show all the things that he had done for Bridgeport over the last 47 years. He went to say that the Labor Relations Director was asked to prove why he was terminated. He does not want her opinion, he wants the facts.

Mr. Young then spoke about Community Policing and gave the details of how he used to supervise the officers. Mr. Young said that he was tired of being ignored. He pointed out that the entire Council were Democrats and all he was asking for was justice. He was speaking the truth to power and displayed documents that he claimed he was at work on the day the City claimed he was absent. He then asked everyone to please take up his cause and do the right thing.

Council President Nieves asked if Ms. Spell was present in the audience. When there was no answer, she announced that the first speaker that was on the sign-up sheet was Mr. Channing Cannon.

Mr. Channing Cannon
South Side, Bridgeport

Mr. Cannon then came forward and said that he was from Florida and now has lived in Connecticut for the last two years. He then spoke about the cost of living in Connecticut and said that a mother with children could be eligible for seven different services.

City of Bridgeport
City Council
Regular Meeting
March 4, 2019

The City of Bridgeport has gone to the point of where they now suppress free speech and the pursuit of happiness for the poor and homeless. It is highly illegal for the City to force those who can handle their right to free speech. This also encroaches on the poor's fourth amendment rights.

Mr. Myron Dukes

Harriet Street
Bridgeport, CT

Mr. Dukes came forward and said that he was at a unity event at the Margaret Morton Government Center. He went into the room and started to take photos. An officer approached him and asked him to step outside. Mr. Dukes said that when he was in the foyer, an officer showed him a photo of himself and explained that someone felt threatened by his presence. He said that he went outside and got a witness and returned to the event to find out why he was targeted. Mr. Dukes noted that the police were only doing their jobs, but someone reported him for something that he had no knowledge of. He went in with the spirit of peace.

Now Mr. Cannon asked the City Council to help him identify this individual so that he could bring that individual to justice. The police lieutenant explained that someone had stated that he had threatened someone on Facebook. This was being used to harass and intimidate him. He said that he was asking the Council to conduct an investigation and give him the name of the individual.

Jacquelyn Cauthen
397 Charles Street
Bridgeport, CT 06606

Women's History Month - Teen
Conference, March 16, 2019.

Ms. Cauthen said that she wanted to update the Council on the status of the upcoming DIVAS conference. She said that there were over 90 girls registered and invited all the women to attend and gave a run down on the various workshops that would be available.

She thanked everyone for their support.

ADJOURNMENT

Council President Nieves adjourned the Public Speaking portion of the Council meeting at 6:57 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

City of Bridgeport
City Council
Regular Meeting
March 4, 2019

**CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, MARCH 4, 2019**

7:00 PM

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

Mayor Ganim called the meeting of the City Council to order at 7:08 p.m.

PRAYER

Mayor Ganim requested one of the Junior Council Members lead those present in prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim requested that one of the Junior Council Members lead those present in reciting the Pledge of Allegiance.

Following the conclusion of the Pledge, the Mayor requested that all rise for a moment of silence for Sgt. Mark David Belinkie, who died over the weekend and for former Council Member and current City Sheriff Andy Ayala who also passed away over the weekend.

ROLL CALL

The City Clerk called the roll.

130th District: Christina Smith, Pete Spain.
131st District: Jack Banta, Denese Taylor-Moye
132nd District: Marcus Brown, Kyle Langan
133rd District: Michael Defilippo, Jeanette Herron
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Mary McBride-Lee, Rosalina Roman-Christy
136th District: Alfredo Castillo
137th District: Aidee Nieves, Maria Valle
138th District: Nessah Smith, Karen Jackson
139th District: Ernie Newton, Eneida Martinez

Council President Nieves welcomed the Junior Council Members to the meeting.

City Council Citation(s): Recognizing the recipients of the 2018 City of Bridgeport "Employee of the Year" Award.

The City Council called the following City employees forward and presented them with an award:

Jessica Santiago (PSC Telecommunicator) EOC
George Brown (Public Works Foreman II) Roadway Department
Lee Nastu (Recreation Coordinator) Recreation Department
Gail Bottillo (Assistant Special Projects Manager) Fire Department
Ignacio Coca (Airport Servicemen I) Airport
Jonathan Duharte (Police Sergeant) Police Department
Linda Massaria (Accountant) Public Facilities Department
Lonnelle Pettway (Typist III) City Clerk's Office

33-18 Public Hearing re: Resolution Authorizing Execution of a Land Development Agreement ("LDA") for the Mixed-Use Development of Congress Plaza Commons to be built on vacant city-owned land located at the corner of Main Street and Congress Street.

Mayor Ganim announced that he was opening the Public Hearing on Agenda Item 33-28 at 7:24 p.m. He then asked if there was anyone present who wished to speak in favor of the item.

Mr. Bill Coleman, the OPED Deputy Director, came forward and gave a brief overview of the item. He said that the developer, John Guedes was present. He noted that Mr. Guedes had given a presentation on the project to the ECDCE and Contracts Committee recently.

Mr. John Guedes, the president of Primrose Company came forward and introduced himself. He said that this project would have commercial retail on the street level and residential units above. The financing was already in place and the Joint Committee had approved the project. He said that this would be Phase 1 and that he would be introducing additional phases later on.

Mr. Ken Walkman, a developer and Vice Chair of the Downtown Special Services District (DSSD) area came forward. He said that he was in favor of the item and that it would add vitality and density to the downtown area.

Another member of the DSSD came forward and gave a brief overview of the function of the DSSD and said that the mission was to enhance the downtown area by bolstering the culture. She said that the DSSD was supporting this project because it allows the DSSD to provide more services to its residents.

Mayor Ganim asked if the Council Members could be invited to work as a liaison to the DSSD. He was told that a Council Member would be most welcomed as a liaison.

Mr. Patrick Boyle, one of the principals of the developer. He said that he loves Bridgeport and it is an amazing place. He said that he noticed the City's pride, which was similar to the pride he sees in his home city of Yonkers. He said that the commitment was evident from the start of the project in 2015. He also complimented the OPED staff on their engagement and commitment to the City. Finally, he said that he had met Mr. Guedes three years ago and it shows that he is committed because he is putting up his own money for this project. He is from a Bridgeport family. Mr. Boyle said he was happy to work here in Bridgeport.

Mayor Ganim asked for clarification on the location of the project site, which Mr. Boyle provided for him.

Mayor Ganim asked if there was anyone else who wished to speak in favor of the project. No one came forward. He then asked if there was anyone who wished to speak in opposition to the project. Hearing none, Mayor Ganim closed the public hearing on the Mixed-Use Development of Congress Plaza Commons at 7:37 p.m.

MINUTES FOR APPROVAL

Approval of City Council Minutes: February 4, 2019

The following correction was noted: Page 1 of **Public Speaking**, under **ATTENDANCE**: please add "Jeannette Herron" following "133rd District:"

**** COUNCIL MEMBER BROWN MOVED THE MINUTES OF FEBRUARY 4, 2019 AS AMENDED.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF FEBRUARY 4, 2019 AS AMENDED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

41-18 Communication from Benefits re: Proposed Agreement with Anthem Blue Cross and Blue Shield Insurance Company for a Group Medicare Advantage Plan for a Twenty-One-Month Term, referred to Contracts Committee.

42-18 Communication from Benefits re: Proposed Agreement with Lincoln National Life Insurance Company for a Group Life Insurance Policy for a Three-Year Term, referred to Contracts Committee.

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47-18 Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Vernell Smith, ACCEPTED AND MADE PART OF THE RECORD.

48-18 Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Adalberto Planas, Jr., ACCEPTED AND MADE PART OF THE RECORD.

49-18 Communication from Central Grants re: Grant Submission: State of Connecticut Department of Transportation for Local Bridge Program – Congress Street Bridge (#19202/8P663), referred to Economic and Community Development and Environment Committee.

50-18 Communication from OPED re: Proposed Resolution Authorizing the Acquisition of Property in accordance with the East End Neighborhood Revitalization Plan, referred to Economic and Community Development and Environment Committee.

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

43-18 Resolution presented by Council Member(s) Langan, Herron, Jackson & C. Smith re: Proposed Amendments to the Municipal Code of Ordinances, Title 5 – Business Licenses and Regulations, amend to add New Chapter 5.88 – Minimum Wage Enhancement Policy, referred to Ordinance Committee.

Council Member Newton requested that Agenda Item 50-18 be removed from the list of **Communications to Be Referred to Committees.**

**** COUNCIL MEMBER VALLE MOVED TO COMBINE AND APPROVE THE FOLLOWING COMMUNICATIONS TO BE REFERRED TO COMMITTEES WITH THE RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

41-18 COMMUNICATION FROM BENEFITS RE: PROPOSED AGREEMENT WITH ANTHEM BLUE CROSS AND BLUE SHIELD INSURANCE COMPANY FOR A GROUP MEDICARE ADVANTAGE PLAN FOR A TWENTY-ONE-MONTH TERM, REFERRED TO CONTRACTS COMMITTEE.

42-18 COMMUNICATION FROM BENEFITS RE: PROPOSED AGREEMENT WITH LINCOLN NATIONAL LIFE INSURANCE COMPANY FOR A GROUP LIFE INSURANCE POLICY FOR A THREE-YEAR TERM, REFERRED TO CONTRACTS COMMITTEE.

44-18 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH LANGAN CT, INC. REGARDING HARBOR YARD TRAFFIC MANAGEMENT, REFERRED TO CONTRACTS COMMITTEE.

45-18 COMMUNICATION FROM PUBLIC FACILITIES RE: PROPOSED RESOLUTION REGARDING THE "2019" FIRST ROUND SIDEWALK REPAIR PILOT PROGRAM, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

46-18 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION (FY18-FY23) SPEED AND AGGRESSIVE DRIVING ENFORCEMENT (#19323-#23323), CLICK IT OR TICKET ENFORCEMENT (#19326-#23326) AND DISTRACTED DRIVING - HIGH VISIBILITY ENFORCEMENT (#19327-#23327), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

47-18 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH VERNELL SMITH, ACCEPTED AND MADE PART OF THE RECORD.

48-18 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH ADALBERTO PLANAS, JR., ACCEPTED AND MADE PART OF THE RECORD.

49-18 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION FOR LOCAL BRIDGE PROGRAM - CONGRESS STREET BRIDGE (#19202/8P663), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

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

43-18 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) LANGAN, HERRON, JACKSON & C. SMITH RE: PROPOSED AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, TITLE 5 - BUSINESS LICENSES AND REGULATIONS, AMEND TO ADD NEW CHAPTER 5.88 - MINIMUM WAGE ENHANCEMENT POLICY, REFERRED TO ORDINANCE COMMITTEE.

**** COUNCIL MEMBER BROWN SECONDED.**

**** THE MOTION TO APPROVE THE ITEMS AS PRESENTED PASSED UNANIMOUSLY.**

50-18 Communication from OPED re: Proposed Resolution Authorizing the Acquisition of Property in accordance with the East End Neighborhood Revitalization Plan, referred to Economic and Community Development and Environment Committee.

Council Member Newton said that he had spoken with Council Member Martinez and that the East End was in the process of revitalization. He said that the East End had waited 30 years and nothing happened. Council Member Newton said that he received a number of derogatory and negative comments on social media. He said that he would like it to be on the record that there should be a meeting with the various landlords to negotiate the acquisitions fairly.

Council Member Martinez said that as a representative of the East End, she would like there to be an opportunity for the City administrators to meet with the local landlords to discuss this project.

**** COUNCIL MEMBER MARTINEZ MOVED TO TABLE THIS ITEM FOR 90 DAYS TO ALLOW THE LANDLORDS TO MEET WITH THE CITY TO DISCUSS THE MATTER.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***22-18 Contracts Committee Report re: Fieldwork Education Agreement with Sacred Heart University.**

***34-18 Contracts Committee Report re: Assignment of Tax Liens for Fiscal Year 2019.**

***38-18 Contracts Committee Report re: Agreement with Bridgeport City Supervisors Association (BCSA) regarding their Bargaining Contract.**

***39-18 Contracts Committee Report re: Agreement with LIUNA Local, 1224 regarding their Bargaining Contract.**

***19-18 Miscellaneous Matters Committee Report re: Refund of Excess Payments – 250 Fifth Street LLC.**

***20-18 Miscellaneous Matters Committee Report re: Resolution regarding the 2019-2020 Citizen's Participation Plan.**

Mayor Ganim asked if there was any Council Member who would like to remove an item from the Consent Calendar. Council Member Langan requested that Agenda Item 34-18 be removed. Council Member Spain requested Agenda Item 20-18 be removed.

City Clerk Martinez then read the remaining items into the record.

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

***22-18 CONTRACTS COMMITTEE REPORT RE: FIELDWORK EDUCATION AGREEMENT WITH SACRED HEART UNIVERSITY.**

***38-18 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH BRIDGEPORT CITY SUPERVISORS ASSOCIATION (BCSA) REGARDING THEIR BARGAINING CONTRACT.**

***39-18 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH LIUNA LOCAL, 1224 REGARDING THEIR BARGAINING CONTRACT.**

***19-18 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REFUND OF EXCESS PAYMENTS – 250 FIFTH STREET LLC.**

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

**** THE MOTION TO APPROVE THE CONSENT CALENDAR AS PRESENTED PASSED UNANIMOUSLY.**

34-18 Contracts Committee Report re: Assignment of Tax Liens for Fiscal Year 2019.

Council Member Herron said that she had asked to receive a list of the tax liens, which she received. She had forwarded that list to Council Member Langan, but he did not receive it. Council Member Langan said that he wanted to see the list before he could vote on it.

Council Member Castillo pointed out that Council Member Langan had been at the Contracts Committee meeting. Council Member Langan repeated that he wanted to see the list before voting on it. When Council Member Castillo shook his head, Council Member Langan was offended.

**** COUNCIL MEMBER HERRON MOVED TO APPROVE AGENDA ITEM 34-18 CONTRACTS COMMITTEE REPORT RE: ASSIGNMENT OF TAX LIENS FOR FISCAL YEAR 2019.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION PASSED WITH EIGHTEEN (18) IN FAVOR (C. SMITH, SPAIN, BANTA, TAYLOR-MOYE, BROWN, DEFILIPPO, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, JACKSON, N. SMITH, MARTINEZ, AND NEWTON) AND ONE (1) OPPOSED (LANGAN).**

***20-18 Miscellaneous Matters Committee Report re: Resolution regarding the 2019-2020 Citizen's Participation Plan.**

Council Member Vizzo-Paniccia explained that resolution there were some corrections that needed to be made on the plan.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE AGENDA ITEM 20-18 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: RESOLUTION REGARDING THE 2019-2020 CITIZEN'S PARTICIPATION PLAN.**

**** COUNCIL MEMBER N. SMITH SECONDED.**

Council Member Spain explained that his submission of Pastor Dorian Wright's name as one of the appointees for the 130th District had to be removed because Pastor Wright was not able to participate.

Council Member Lyons requested that the name of Juliet Nesbitt be included as an appointee for the 134th District.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE AS AMENDED.**

**** COUNCIL MEMBER N. SMITH SECONDED.**

**** THE MOTION TO AMEND PASSED UNANIMOUSLY.**

**** THE MOTION TO APPROVE AS AMENDED PASSED UNANIMOUSLY.**

MATTER TO BE ACTED UPON:

40-18 Contracts Committee Report re: Agreement with Bridgeport Building Trades Council regarding their Bargaining Contract.

**** COUNCIL MEMBER HERRON MOVED TO APPROVE AGENDA ITEM 40-18 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH BRIDGEPORT BUILDING TRADES COUNCIL REGARDING THEIR BARGAINING CONTRACT.**

**** COUNCIL MEMBER N. SMITH SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council President Nieves welcomed Council Member Martinez back to the Council. She announced that some of the Council Members were headed to the National League of Cities conference and wished everyone a safe trip.

Council Member Newton welcomed Council Member Martinez back to the Council.

Council Member Langan apologized to Council Member Castillo for his unprofessional behavior earlier in the meeting.

ADJOURNMENT

**** COUNCIL MEMBER NEWTON MOVED TO ADJOURN.**

**** COUNCIL MEMBER JACKSON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:00 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

City of Bridgeport
City Council
Regular Meeting
March 4, 2019

**CITY OF BRIDGEPORT
CITY COUNCIL
NOTICE OF PUBLIC HEARING**

A Public Hearing will be held before the City Council of Bridgeport at a regular meeting to be held on Monday evening, March 4, 2019 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to:

Item #33-18

Proposed resolution authorizing execution of a Land Development Agreement (LDA) for the Mixed-Use Development of Congress Plaza Commons to be built on vacant city-owned land at the corner of Main Street and Congress Street.

Attest:

Lydia N. Martinez
City Clerk

AD ENDS ABOVE LINE

Requires Certification

2 Editions, Connecticut Post:

PLEASE PUBLISH ON (Thursday, February 21, 2019 & Thursday, February 28, 2019)

Emailed to: Legal Ad Dept. at publicnotices@ctpost.com

Account #: 111171

PO: 19000227-00

Dated: February 20, 2019

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Joint ECD&E & Contracts Committee
Public Hearing
February 20, 2019
Page 2 of 2

Ec: City Council Members
Mayor Joseph P. Ganim
J. Gomes, CAO
D. Shamas, Chief of Staff
T. Gaudett, Mayor's Aide
R. Christopher Meyer, City Attorney
R. Pacacha, Esquire
M. Anastasi, Esquire
E. Adams, Dir., Government Accountability & Integrity
T. Gill, Director, OPED
B. Coleman, Deputy Director, OPED
M. Perez, Director, Business Development, OPED



City of Bridgeport
Labor Relations and Benefits Administration
45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7843

Joseph P. Ganim
Mayor

Janene Hawkins
Director

Richard D. Weiner
Benefits Manager

COMM. 41-18 Ref'd to Contracts Committee on 03/04/2019.

February 20, 2019

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

Dear Madam Clerk:

Attached please find an original and thirteen copies of the Agreement between Anthem Blue Cross and Blue Shield Insurance Company and the City of Bridgeport for a group Medicare Advantage Plan for a twenty-one-month term (May 1, 2019 -December 31, 2020).

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting of Monday, March 4, 2019.

Sincerely,

Richard D. Weiner
Benefits Manager

RECEIVED
CITY CLERKS OFFICE
19 FEB 20 AM 9:40
CITY CLERK

Fully Insured Group Agreement

This Anthem Blue Cross Blue Shield Preferred PPO Medicare Advantage Group Agreement (hereinafter "Agreement") is entered into this First day of May, 2019 (hereinafter "Effective Date") by and between The City of Bridgeport and Bridgeport Board of Education (hereinafter "Group"), located at 45 Lyon Terrace, Bridgeport, CT 06604 and Anthem Insurance Companies, Inc., doing business as Anthem Blue Cross and Blue Shield (hereinafter "Anthem") sponsor of the Medicare Preferred (PPO) Medicare Advantage Plan (hereinafter "MA Plan"), upon the following terms and conditions.

ARTICLE 1 - PURPOSE

Group has requested Anthem provide health insurance coverage to its eligible retirees or other individuals as described in this Agreement. Upon Anthem's receipt and acceptance of Group's signed application and payment of the first premium, this Agreement will be deemed executed by Group. This Agreement supersedes any prior agreements between the Parties regarding the subject matter of this Agreement. Anthem's standard policies and procedures, as they may be amended from time to time, will be used in the performance of services specified in this Agreement and the provision of benefits contained in the Evidence of Coverage.

ARTICLE 2 - DEFINITIONS

In this Agreement, the following terms will have the meanings shown below. Capitalized terms used in this Agreement that are not defined below are defined in the Evidence of Coverage. Anthem and Group each are sometimes referred to herein as a "Party" and collectively as the "Parties."

AGREEMENT. The following documents will constitute the entire Agreement between the parties: this Agreement, and any addenda, endorsements, and schedules which are hereby incorporated by reference; the Evidence of Coverage and any riders thereto; the Group application; the individual Applications and any reclassifications thereof submitted by Members of the Group; applicable Anthem underwriting assumptions, Anthem administrative practices and procedures as adopted and revised from time to time (hereinafter referred to collectively as "Policies"). Although Members are not parties to this Agreement, the information provided in their Applications is used to determine eligibility for coverage and benefits.

AGREEMENT PERIOD. The 12-month period beginning on the effective date of this Agreement, and consecutive 12-month periods thereafter until the Agreement is terminated pursuant to the termination provisions in the Agreement.

APPLICATION. Any mutually agreed upon enrollment mechanism, including, without limitation, paper applications provided by Members or Group and spreadsheet or electronic enrollment files.

CMS. Centers for Medicare & Medicaid Services.

COVERED SERVICE. Any hospital, medical, prescription or other health care service rendered to Members for which benefits are provided pursuant to the Evidence of Coverage.

EFFECTIVE DATE. This Agreement shall be effective at 12:01 a.m. on the date set forth in the attached Addendum A, and shall continue in full force and effect thereafter until terminated as provided herein. The Anniversary Date of this Agreement shall be as set forth in the attached Addendum A. All periods of time under this Agreement will begin and end at 12:01 A.M. local time at the Group's address.

EVIDENCE OF COVERAGE. The Evidence of Coverage and any endorsements or riders to the Evidence of Coverage shall define those services and benefits covered for Members as a consequence of this Agreement. The Evidence of Coverage also defines the rights and responsibilities of the Member and the MA Plan.

MEMBER. A Medicare eligible retiree or eligible dependent who has applied for coverage and who has satisfied the eligibility conditions specified in this Agreement and the Evidence of Coverage.

SUBSCRIBER. A Medicare eligible retiree of the Group who is enrolled under this Agreement and is eligible to receive benefits under the terms and conditions of the Evidence of Coverage.

ARTICLE 3 - ELIGIBILITY AND ENROLLMENT

- 3.A Eligibility. Members eligible to be covered under this Agreement shall be as specified in this Agreement, the Evidence of Coverage and Anthem Policies.
- 3.B Initial Enrollment of Members. Those individuals initially enrolled shall be eligible Subscribers who shall have timely filed an Application for enrollment for such Subscribers and their eligible dependents and who have satisfied Anthem's Policies. Upon acceptance of such Application by Anthem and CMS, or modification thereof, and payment of the applicable premiums, such Subscribers and dependents shall become enrolled under this Agreement for the type of coverage elected in such Application on the Effective Date.
- 3.C Addition of New, Transferred and Newly Eligible Members. The Group shall have the opportunity to submit Applications to add new, transferred and newly eligible Members to the group of Members initially enrolled under this Agreement. However, before qualifying for enrollment, the new, transferred or newly eligible Member must meet all of the applicable eligibility requirements as set forth in the Evidence of Coverage, Anthem Policies and this Agreement, and any subsequent modifications thereto. Addition of the Members shall be made in accordance with the following procedures:
1. The effective date of coverage for any such additional Member whose Application is accepted by Anthem shall be in accordance with Anthem's Policies and the Evidence of Coverage, and CMS regulations in effect at the time the Member's Application is approved.
 2. Applications may be submitted to Anthem by eligible Members who are enrolled in another benefit plan or alternate delivery system offered by the Group.
 3. Members transferred or residing within the MA Plan's Service Area may apply to enroll for benefits under this Agreement.
- 3.D Commencement of Coverage. Coverage hereunder for Subscribers and their eligible dependents that are enrolled on or before the Effective Date of this Agreement shall commence as of such Effective Date, subject to the provisions of the Evidence of Coverage. Thereafter, coverage for any eligible Subscriber who makes a timely Application for enrollment for himself and a separate Application for his eligible dependents shall begin on the date determined in accordance with Anthem Policies and CMS requirements.
- 3.E Monthly Eligibility Notice and Other Reports. The Group shall furnish to Anthem initial information regarding Members and shall thereafter furnish a monthly notice of additions, deletions, and changes to this listing on or prior to the billing date. The Group shall keep such records and furnish to Anthem such notification and other information as may be required by Anthem for the purpose of enrolling Members, processing terminations, effecting changes in agreement status, effecting changes due to a Member becoming eligible for Medicare, effecting changes due to a Member becoming disabled, determining the amount payable by the Group under this Agreement, or for any other purpose reasonably related to the administration of this Agreement.
- Anthem reserves the right to limit retroactive changes to enrollment to a maximum of thirty (30) days from the date notice is received except for terminations. Acceptance of payments from the Group or the payment of benefits to persons no longer eligible will not obligate Anthem to provide or continue to provide benefits.
- 3.F Termination of Coverage. A Member who is determined by the Group to be ineligible for benefits shall be reported on the monthly listing as a deletion from the listing of Members. Upon the Group's direction to Anthem, the coverage of such Member shall terminate after providing notice to such Member in accordance with Anthem Policies, the Evidence of Coverage and CMS requirements.
- The Group shall give Anthem reasonable advance notice of any Member terminations in order to enable Anthem to remove the Member from its list of Members. Further, if Anthem has provided benefits for persons no longer eligible because Anthem did not receive timely notification of termination, then the Group shall reimburse Anthem for all unrecovered claim amounts paid.

Retroactive disenrollment must be submitted to Anthem, so that Anthem can submit the retroactive disenrollment request to CMS. The Group shall be responsible for providing Anthem with applicable data or information required to substantiate Anthem's request to CMS for retroactive disenrollment.

If Anthem verifies a Member's eligibility according to the Membership information which the Group provides, the Group will indemnify and hold Anthem harmless for any losses or damages arising from Anthem's erroneous verification of eligibility because of the Group's failure to provide timely, accurate and complete eligibility information in a manner and format acceptable to Anthem.

ARTICLE 4 - OBLIGATIONS OF ANTHEM

- 4.A Anthem shall provide health care benefits to Members who receive Covered Services under the terms of this Agreement and the Evidence of Coverage. However, in no event will Anthem provide benefits for services rendered prior to the Effective Date or after the termination of this Agreement or for any period for which full premium payment has not been paid to Anthem, except as provided in the Evidence of Coverage and applicable CMS requirements.
- 4.B Anthem shall furnish an identification card and Evidence of Coverage and all other CMS required documents for each Member enrolled in the applicable plans covered by this Agreement.
- 4.C Anthem shall furnish appropriate Application forms and related material necessary and appropriate for the enrollment of Members and shall provide such assistance as may reasonably be necessary to the Group for enrollment purposes. Anthem shall maintain current eligibility status records on all Members as submitted by the Group for the adjudication of claims.
- 4.D Anthem is responsible for pursuing recoveries of claim payments as appropriate and as required by law. Anthem shall determine which recoveries it will pursue. However, Anthem may not pursue a recovery if the cost of collection is likely to exceed the recovery amount, or if the recovery is prohibited by law or an agreement with a Provider or other vendor.
- 4.E Anthem will process claims, including investigating and reviewing the claims to determine what amount, if any, is due and payable according to the terms and conditions of this Agreement and the Evidence of Coverage. Anthem has the right to make benefit payments to either Providers or Members as described in the Evidence of Coverage. Anthem will coordinate benefits with other payors as required by law. Anthem will give notice in writing to the Member when a claim for benefits has been denied. The notice will provide the reasons for the denial and the right to an appeal of the denial in accordance with the procedures set forth in the Evidence of Coverage.
- 4.F Either Party may subcontract any of its duties under this Agreement without the prior written consent of other Party; however, the Party subcontracting such duties shall remain responsible for fulfilling its obligations under this Agreement.

ARTICLE 5 - OBLIGATIONS OF GROUP

- 5.A If more than one Medicare Advantage plan is offered to Members, then Group shall offer MA Plan coverage to all eligible Members at terms and contribution levels that are no less favorable than those applicable to any other health coverage available through the Group.
- 5.B The Group will timely provide Anthem with any information as may reasonably be required by Anthem for the purposes of determining eligibility for coverage, enrolling and disenrolling Members, determining the amount of premium payable by the Group or any other purpose reasonably related to the administration of this Agreement. The Group will give notification of eligibility to each Member who is or will become eligible for enrollment, and will collect and submit to Anthem an Application for each Member desiring to enroll.
- 5.C The Group will promptly forward to Anthem all Applications, notices or other writings delivered to the Group from Members pursuant to this Agreement.

- 5.D The Group will timely distribute to Members any notices or information relating to this Agreement that may be addressed or directed to the Members enrolled under this Agreement, including but not limited to, notices of premium changes and termination of this Agreement. When applicable, the Group will also timely distribute to Members the identification cards and Evidence of Coverage. Group shall comply with all applicable laws and regulations relating to the distribution of notices and information to Members, including, if applicable, the Department of Health and Human Services regulations under Section 1557 of the Affordable Care Act.
- 5.E Group hereby acknowledges, agrees and certifies its compliance with the following requirements as they relate Group's MA Plan(s).
- 5.E.1 Premium – Group hereby agrees and certifies, as to waiver premium, that:
- (i) Different amounts can be subsidized for different classes of Members in an MA Plan, provided such classes are reasonable and based upon objective business criteria (i.e., years of service, business location, job category, nature of compensation). Accordingly, Group hereby certifies that such classes (if any) are reasonable and based upon objective business criteria.
 - (ii) The premium within a given class does not vary by Member.
 - (iii) Group must maintain contribution levels required by Anthem's underwriting stipulations and guidelines.
 - (iv) Members are not charged more than the premium an individual would pay if they purchased the applicable MA Plan individually (i.e., Members are not charged more than 100% of the premium for the standard coverage plus any supplemental coverage added by the group; thereby, passing along to the Member the CMS subsidy payment).

ARTICLE 6 – PREMIUM AND GRACE PERIOD

- 6.A The premium rates for coverage under this Agreement are provided in Addendum A. Premium rates are based on the data provided by Group, consistent with applicable laws. Anthem may retroactively modify the premium rates if the data provided is inaccurate or new data is submitted that varies from the data previously provided to Anthem by Group.
- 6.B The full amount due, including premium, taxes, fees or assessments, must be paid in advance by Group on or before the due date. Anthem does not have an obligation to accept a partial payment. Group must make payments regardless of any contributions to those payments by Subscribers.
- 6.C Premium payment is due and payable on the 1st of the month. However, there is a thirty (30) day Grace Period. The payment amount must equal the "TOTAL DUE" amount shown on the billing cover sheet, less any payment previously remitted but not reflected on the current billing statement. Once the Group exceeds its Grace Period and enters into a delinquency process it must pay 100% of the "TOTAL DUE" to avoid termination.

ARTICLE 7 - NOTICES

- 7.A Any required notice under this Agreement will be deemed sufficient when made in writing and delivered by first class mail; personal delivery; electronic mail, as permitted by law; or overnight delivery with confirmation capability. Such notice will be deemed to have been given as of the date of the mailing. Anthem will provide notice to Group's principal place of business as shown on Anthem's records. Group will provide notice to its designated MA Plan Representative.
- 7.B The Group shall act as the agent of Members to receive all notices and shall notify the Members affected. It shall also be the responsibility of the Group to notify all Members of the termination of the Agreement. In the case of either changes in or termination of the Agreement, notice to the Group shall be deemed to constitute notice to all Members in order to effectuate any change in or termination of the

Agreement or coverage under the Evidence of Coverage; however, Anthem reserves the right to provide such notice if it deems it appropriate.

ARTICLE 8 - CHANGES IN THE AGREEMENT

- 8.A Anthem may modify the benefit provisions and the terms and conditions thereof, by giving at least thirty (30) days advance written notice prior to the Anniversary Date of this Agreement; however, such notice requirement shall not apply to changes in benefit provisions that are required by law. Group can also propose changes to the benefit provisions at any time by giving forty-five (45) days advance written notice of any such requested change to Anthem. The effective date of such requested changes shall be agreed to by the Parties. In addition, Anthem may modify the terms of this Agreement by giving thirty (30) days advance written notice to Group of such changes.
- 8.B Anthem may change the premium rates or other amounts due under the Agreement by providing written notice to the Group at least thirty (30) days before the effective date of such change; however, such notice requirement shall not apply to changes in premium rates which are the results of changes in benefits provisions that are required by CMS or federal law, nor to changes in premium rates that are the result of changes in benefit provisions requested by Group.
- 8.C An amendment to this Agreement will not be effective unless signed by an authorized representative of Anthem. If any change to the Agreement or the benefits, including premium amounts, is unacceptable to Group, Group has the right to terminate coverage under this Agreement by giving written notice of termination to Anthem before the effective date of the change. Payment of the new amount in the event of a premium rate change, or continued payment of the current amounts in the event of an Agreement or benefit change only, will constitute acceptance of the change by Group, without the necessity of securing Group's signature on the schedule or amendment. The schedule or amendment will then become a part of this Agreement.

ARTICLE 9 - TERMINATION AND/OR SUSPENSION OF PERFORMANCE

- 9.A Group may terminate this Agreement at any time by giving Anthem at least sixty (60) days advance written notice of termination. Group must pay the amounts due for each Member covered through the effective date of termination of this Agreement. Unless Group provides timely advance notice of termination, this Agreement will automatically renew on each Anniversary Date, upon Group's payment and Anthem's acceptance of premium.
- 9.B Notwithstanding any other provision of this Article, if the Group fails to make in full any payment when due under this Agreement within the ninety (90) day allowable time frame, Anthem shall have the right, in its sole discretion, to terminate this Agreement, with written notice. Notwithstanding such termination or suspension, Anthem, in its sole discretion, may accept late payment of delinquent amounts along with written request to reinstate and, upon acceptance, this Agreement may be reinstated effective retroactively to the last date for which full premium payment was made. Any such acceptance of a delinquent payment by Anthem shall not be deemed a waiver of this provision for termination of this Agreement in the event of any future failure of the Group to make timely payment of any amounts due under this Agreement. Delivery of payment to Anthem or Anthem's receipt and negotiation of a tendered payment through its automatic deposit procedures shall not be deemed acceptance or a waiver of such termination. Upon termination of the Agreement as provided in this paragraph, Anthem shall only have liability to make payment for Covered Services through the last date for which full premium payment has been paid by the Group.
- 9.C Notwithstanding any other provision of this Agreement, if the Group engages in fraudulent conduct, misrepresentation, or non-compliance with contribution or participation requirements, Anthem shall have the right to rescind, cancel, or terminate this Agreement. The Group shall be liable to Anthem for any and all payments made and losses or damages sustained by Anthem arising as a result of such Group conduct. In the event the Group has failed to comply with Anthem's contribution or participation requirements, Anthem may terminate this Agreement upon thirty (30) days advance written notice. In

the event the Group has engaged in fraudulent conduct or misrepresentation, Anthem may terminate this Agreement immediately, subject to CMS guidelines.

- 9.D In the event Anthem decides, in its sole discretion to discontinue offering a particular Medicare Advantage product, Anthem has the right to terminate such product as permitted by federal and state law, by giving written notice of termination to Group at least ninety (90) days before the effective date of termination of the discontinued product.
- 9.E In addition to the provisions of paragraphs (A) through (D) of this Article, upon termination of this Agreement, Anthem shall cease to have any liability for benefits incurred after the effective date of termination (except as otherwise provided in the Evidence of Coverage) and shall have no liability to offer continuation or conversion coverage to Members under the terminated Agreement.

ARTICLE 10 - CLAIMS PAID AFTER EFFECTIVE DATE OF TERMINATION

In the event that (1) the Group terminates this Agreement without giving appropriate notice to Anthem as provided herein or (2) the Agreement is terminated pursuant to Article 9.B or 9.C herein or (3) a Member is no longer eligible for coverage and has been terminated from the coverage, and, after the effective date of termination Anthem (or its subcontracted vendors) makes payment of any claims which would otherwise have been payable under the terms of this Agreement but for the fact that the claims were incurred after the effective date of termination, the Group shall be liable to reimburse Anthem for all unrecovered claim amounts paid.

ARTICLE 11 - TERMINATION OF COVERED PERSONS

Anthem reserves the right to cancel or rescind any health care benefits provided hereunder to any Member who engages in misrepresentation and/or fraudulent conduct, as determined by Anthem, in relation to any claims made for coverage or any Application for coverage under this Agreement. In addition, Anthem reserves the right to cancel or terminate coverage provided hereunder to any Member in accordance with cancellation and termination provisions in their Evidence of Coverage.

ARTICLE 12 - DATA REPORTS

In the event the Group shall request from Anthem information records or data reports (and if Anthem in its sole discretion agrees to provide such reports) which, in Anthem's opinion, differ substantially in substance or form from information records or data reports prepared by Anthem in the ordinary course of business, Anthem shall be entitled to fix a reasonable charge for provision of such reports and such charge shall be payable at a mutually agreeable time.

ARTICLE 13 - LIMITATION ON ACTIONS

No action at law or in equity shall be brought to recover for any claims for any services covered under this Agreement unless the required notice or proof has been given to Anthem within the time required and unless such action is commenced no earlier than sixty (60) days and not later than three (3) years after the date of the giving of the required notice or furnishing the required proof.

ARTICLE 14 - NO WAIVER

No failure or delay by either Party to exercise any right or to enforce any obligation under this Agreement in whole or in part, will operate as a waiver to enforce compliance with such right or obligation in the future. No course of dealing between Group and Anthem will operate as a waiver of any right or obligation under this Agreement.

ARTICLE 15 - ASSIGNMENT

Neither Party may assign all or part of this Agreement without first obtaining the written consent of the other Party. However, subject to applicable laws, Anthem may assign all or part of its duties and obligations to: (1) another qualified insurance carrier under an assumption reinsurance arrangement; (2) any affiliate or successor in interest of Anthem; or, (3) another qualified insurance carrier surviving a merger, reorganization, sale, or

similar event involving Anthem or Anthem's assets. Any assignee under this Agreement must continue to fulfill all Agreement obligations.

ARTICLE 16 - SERVICE MARKS

This Agreement constitutes a contract solely between Group and Anthem. Anthem is an independent corporation operating under a license with the Blue Cross and Blue Shield Association ("Association"), an association of independent Blue Cross and Blue Shield Plans, permitting Anthem to use the Blue Cross and/or Blue Shield Service Marks in the State of **STATE**. Anthem is not contracting as the agent of the Association. Group has not entered into this Agreement based upon representations by any person other than Anthem. No person, entity, or organization other than Anthem will be held accountable or liable to Group for any of Anthem's obligations provided under this Agreement. This paragraph will not create any additional obligations on the part of Anthem, other than those obligations contained in this Agreement.

ARTICLE 17 – INTERPLAN/MEDICARE ADVANTAGE PROGRAM

- 17.A Out-of-Area Services – Medicare Advantage. Anthem has relationships with other Blue Cross and/or Blue Shield Licensees ("Host Blues") referred to generally as the "Inter-Plan Medicare Advantage Program." This Program operates under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). When Members access healthcare services outside the geographic area MA Plan serves, the claim for those services will be processed through the Inter-Plan Medicare Advantage Program. The Inter-Plan Medicare Advantage Program available to Members under this Agreement is described generally below.
- 17.B Member Liability Calculation. When a Member receives Covered Services outside of the MA Plan service area from a Medicare Advantage PPO network provider, the cost of the service, on which Member liability (copayment/coinsurance) is based will be either:
- The Medicare allowable amount for covered services; or
 - The amount either Anthem negotiates with the provider or the Host Blue negotiates with its provider on behalf of MA Plan Members, if applicable. The amount negotiated may be either higher than, lower than, or equal to the Medicare allowable amount.
- 17.C Nonparticipating Healthcare Providers Outside of MA Plan Service Area. When Covered Services are provided outside of the MA Plan service area by nonparticipating healthcare providers, the amount(s) a Member pays for such services will be based on either the payment arrangements described above, for Medicare Advantage PPO network providers, Medicare's limiting charge where applicable or the provider's billed charge. Payments for out-of-network emergency services will be governed by applicable federal and state law.

ARTICLE 18 - AGREEMENT ADMINISTRATION

- 18.A Anthem has the discretionary authority to construe the Agreement and any disputed or doubtful terms of the Agreement, and to determine eligibility for benefits under the Agreement. Anthem also has the discretionary authority to resolve all questions arising under the Evidence of Coverage and to establish and amend the policies and procedures with regard to the administration of benefits under the Evidence of Coverage. In addition, Anthem has all powers necessary or appropriate to carry out its duties in connection with the performance of services under this Agreement. Anthem's authority to determine eligibility for benefits shall be exercised consistently with the provisions of the Agreement, the Evidence of Coverage, Provider agreements and applicable law.
- 18.B Anthem may waive or modify any referral, authorization, or certification requirements, benefit limits, or other processes contained in the Evidence of Coverage if such waiver is in the best interest of the Member or will facilitate effective and efficient claims administration.
- 18.C Anthem may institute, from time to time, pilot or test programs regarding disease management, utilization management, case management or wellness initiatives. A pilot or test program may impact

some, but not all Members. Anthem reserves the right to discontinue a pilot or test program at any time without notice.

- 18.D Anthem will have sole responsibility for resolving appeals from claim decisions, consistent with state and federal law. If Group receives a question or complaint regarding benefits under this Agreement, Group will advise the Member to contact Anthem.
- 18.E All statements made by Group and any Member will be considered representations and not warranties.

ARTICLE 19 - RELATIONSHIP OF THE PARTIES

Group and Anthem are separate legal entities. Nothing in this Agreement will cause either Party to be deemed a partner, agent or representatives of the other Party. Neither Party will have the expressed or implied right or authority to assume or create any obligation on behalf of the other Party.

ARTICLE 20 – HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

- 20.A All capitalized terms used in this Article have the same meaning as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).
- 20.B Anthem may disclose Summary Health Information to Group for purposes of obtaining premium bids from other carriers or third party payers, or amending or terminating the Plan.
- 20.C Anthem may disclose Protected Health Information (“PHI”) to Group for it to carry out Plan administration functions, but such disclosure may occur only after receipt of written certification from Group that: (1) Group’s Plan documents and operations comply with the privacy requirements of HIPAA; (2) Group has provided notice to affected individuals as required by HIPAA; and (3) PHI will not be used for the purpose of employment-related actions or other actions not related to administration of benefits under the Plan or permitted by law.
- 20.D Anthem will comply with any additional disclosure restrictions required by state and federal law.

ARTICLE 21 - MISCELLANEOUS

- 21.A Anthem hereby informs the Group that Anthem or its vendors may have reimbursement contracts with certain providers for the provision of and payment for health care services and supplies provided to, among others, Members under this Agreement. Under some of these contracts, there may be settlements which require Anthem to pay the providers or vendors additional money (which may or may not be solely funded by Anthem) or which require the providers or vendors to return a portion of volume discounts, rebates, or excess money paid. Such providers or vendors may include entities affiliated with Anthem. Under many provider or vendor contracts, the negotiated reimbursement does not contemplate any type of settlement between Anthem and the provider or vendor. Group has no responsibility for additional payment to vendors nor any right to discounts, rebates, or excess money received from vendors.
- 21.B All Members enrolled under this Agreement shall have only the rights and benefits, and shall be subject to the terms and conditions, set forth herein.
- 21.C Anthem makes no representations or warranties, express or implied, concerning whether the Group’s health benefit plan, as administered and implemented by the Group, complies with state and federal laws regulating employee insurance plans and benefits.
- 21.D Anthem agrees to treat all proprietary information about Group’s operations and its Plan in a confidential manner. Group agrees to treat all information about Anthem’s business operations, discount information, and other proprietary data in a confidential manner. Neither Party will disclose any such information to any other person without the prior written consent of the Party to whom the

information pertains. However, Anthem may disclose such information to its regulators, legal advisors, lenders, business advisors, and other third parties for commercial or research purposes. Anthem may also make such disclosures as required or appropriate under applicable securities laws. If a Party is required by law to make a disclosure of any proprietary information, the disclosing Party will immediately provide written notice to the other Party detailing the circumstances of and extent of the disclosure.

- 21.E The parties acknowledge that Anthem is not engaged in the practice of medicine; it merely makes decisions regarding the coverage of services. Providers participating in MA Plan's networks are not restricted from exercising independent medical judgment regarding the treatment of their patients, regardless of Anthem's coverage determinations.
- 21.F Force Majeure: Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including without limitation, acts of God, acts of any public enemy, acts of terrorists, acts of war, floods, statutory or other laws, regulations, rules, or orders of the federal, state, or local government or any agency thereof.
- 21.G Group agrees and understands that the Agreement is the controlling document for all legal purposes. The terms of the Agreement and Evidence of Coverage may not be altered or changed without the advance written agreement of Anthem.
- 21.H Reference is made to the provisions of 42 C.F.R. §422.402, as supplemented by Chapter 10 of the Medicare Managed Care Manual, regarding federal preemption of state laws with respect to Medicare Advantage plans, including Employer Group Waiver Plans, offered by Medicare Advantage organizations. Such plans are required to abide by all applicable federal laws, regulations and CMS or other federal agency rules, guidance or other requirements promulgated with respect to such plans (collectively, "Medicare Laws"). Any obligations of Anthem in any agreement to which this Medicare Advantage Group Agreement is attached or made a part of to comply with or based upon the requirements of state or local law, regulations or guidance, including, without limitation, regulations or guidance issued by state or local governmental agencies, shall not be binding on the MA Plan, which shall comply with applicable Medicare Laws in all aspects of MA Plan governance and operations.
- 21.I This Agreement supersedes any and all prior agreements between the Parties, whether written or oral, and other documents, if any, addressing the subject matter contained in this Agreement.
- 21.J If any provision of this Agreement is found to be invalid, illegal or unenforceable under applicable law, order, judgment or settlement, such provision will be excluded from the Agreement and the remainder of this Agreement will be enforceable and interpreted as if such provision is excluded.
- 21.K Acceptance of terms: By the payment of appropriate premiums, Group accepts the terms and conditions of this Agreement, retroactive to the Effective Date, without necessity of Group's signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by affixing the signatures of duly authorized officers.

City of Bridgeport

Anthem Insurance Companies doing business as Anthem Blue Cross and Blue Shield, sponsor of the **Anthem Blue Cross Blue Shield Medicare Preferred (PPO)** Medicare Advantage Plan

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Addenda

RATE SHEET INCLUDING UNDERWRITING STIPULATIONS (Addendum A)

PERFORMANCE GUARANTEES AGREEMENT (IF APPLICABLE) (Addendum B)

**Summary of Rates
Bridgeport City and Board of Education**

| MA Only - Custom LPPO Plans | Effective 5/1/2019 to 12/31/2019 | Effective 1/1/2020 to 12/31/2020 | | |
|--|----------------------------------|----------------------------------|---------------------------|--|
| | 2019 Premium PMPM | 2020 Premium excluding ACA Fees | + Estimated 2020 ACA Fees | = 2020 Premium including Estimated ACA Fees PMPM |
| Plan 1 Custom 0P (\$0 OV/\$0 Hosp/\$0 ER) | \$119.26 | \$124.26 | \$28.21 | \$152.47 |
| Plan 2 Custom 15P (\$15 OV/\$0 Hosp/\$50 ER) | \$68.83 | \$71.83 | \$26.67 | \$98.50 |
| Plan 3 Custom 10P (\$10 OV/\$200 Hosp/\$75 ER) | \$70.54 | \$75.54 | \$26.78 | \$102.32 |
| Plan 4 Custom 20P (\$20 OV/\$200 Hosp/\$75 ER) | \$53.46 | \$58.46 | \$26.28 | \$84.74 |
| Plan 5 Custom 25P (\$25 OV/\$200 Hosp/\$75 ER) | \$47.44 | \$52.44 | \$26.11 | \$78.55 |
| Plan 6 Custom 15P (\$15 OV/\$200 Hosp/\$75 ER) | \$60.88 | \$65.88 | \$26.50 | \$92.38 |
| Plan 7 Custom 20P (\$20 PCP/\$40 SPC/\$200 Hosp/\$75 ER) | \$40.53 | \$45.53 | \$25.91 | \$71.44 |
| Plan 8 Custom 25P (\$25 PCP/\$40 SPC/\$200 Hosp/\$75 ER) | \$38.62 | \$43.62 | \$25.85 | \$69.47 |
| Plan 9 Custom 15P (\$15 PCP/\$20 SPC/\$200 Hosp/\$75 ER) | \$56.05 | \$61.05 | \$26.36 | \$87.41 |

The Medicare Advantage Premium Rate for 2020 is guaranteed at no higher than \$5 increase plus ACA fees, if applicable. Our 2021 renewal offer will be guaranteed to not be calculated at less than a projected MLR of 90%, which excludes the ACA Insurer fee and broker commission, should it be applicable for that year.

Multi-Year Stipulations:

- A. 2020 CMS EGWP benchmarks are at least as great as 2019 CMS EGWP benchmarks in aggregate (assuming FFS rates track to EGWP benchmarks - i.e. no other change in CMS policy that would impact benchmarks differently from underlying FFS rates).
- B. Overall CMS risk score actions - including normalization, model changes and coding difference adjustments - not to be worse than 2% reduction to 2020 in terms of overall impact to group.
- C. Group contract with Anthem will be for a minimum of 20 months.
- D. Assumes enrolled membership will not vary more than 10% from the quoted membership and county mix does not change by more than 10%.
- E. Renewal caps do not include additional products, plan changes, or services being added to the offering.
- F. Renewal caps also exclude additional government imposed taxes or fees, and do not apply if regulatory or legislative changes materially modify the product offering.
- G. Member contribution to plan relative to other plan offerings (if any) does not increase and in general member contribution to plan for the member does not increase by more than 5% as a percentage of the premium rates.

Underwriting Stipulations:

- Rates and benefits may be revised based on legislative, regulatory or other changes including, but not limited to, CMS guidance effective for the quoted product years. Plan options, such as the Preferred Retail Pharmacy option, and formularies are filed and approved with CMS on an annual basis and could change in January each year.
- ACA Insurer Fees are included in the quoted premium. The fee included is calculated on a prorated basis across the full coverage period. The ACA Insurer Fee is excluded for months in 2019 within the rating period.
- This quote is based on a 05/01/2019 effective date.
- Participants have Medicare Parts A and B.
- Eligibility for coverage for subscribers or their dependents is based on the subscriber meeting their employer's requirements for coverage of retiree medical benefits.
- Contracted rates are on a Per-Member-Per-Month (PMPM) basis. Each individual will receive the same equal rate; a two member contract would receive twice the rate, a three member contract would receive triple the rate.
- The pricing census included a total of 2,615 retired members, including 42 Medicare eligible, pre-65 retired members. If the enrolled membership differs from the pricing census by more than 10% we reserve the right to review and change the pricing if necessary.
- Broker commissions are \$10PMPM, no portion of this expense can be passed on to the retiree in terms of a contribution.
- This quote assumes Anthem will be the exclusive post-65 retiree offering. Furthermore, the quote assumes that Anthem will offer up to 9 plan designs. Any additional plan selections will be subject to underwriting consideration.
- The employer contribution ranges from 65% to 94% of the premium. Retiree contributions are often negotiated on an annual basis and are subject to change. If the strategy does change, Anthem must be notified and reserves the right to re-evaluate its underwriting position.
- The employer's eligibility policy will apply allowing for re-enrollment on the group's anniversary. "In-and-out" enrollments, with the exception of life status changes, are not allowed off the policyholder's anniversary.
- A minimum of 90-day implementation is required.
- The information and materials provided for evaluation of this quote were assumed to be correct. If material errors or omissions are found after the quote is issued, we reserve the right to revise or rescind the quote.
- CMS guidance does not allow a network based Medicare Advantage plan (LPPO, HMO) to be offered with an individual Part D waiver plan. If the Medicare Advantage plan is being offered with another carrier's Part D group waiver plan, the Part D carrier must coordinate care with Anthem.
- This quote is contingent upon the majority of the enrolled membership residing in an adequate network service area. The service area and plan design are subject to CMS approval.

Performance Guarantees

Anthem Blue Cross and Blue Shield (Anthem) strives to provide outstanding service to our clients.

Based on our confidence in our ability to deliver service excellence to the City of Bridgeport, we will place money at risk as outlined below. We both perform and meet these standards, or we pay. In these pages, we list the measures, the standards and the penalties we would pay if we don't perform.

We take our service promise very seriously. These guarantees are our chance to validate that trust.

A Summary of our Guarantees

This is a summary of the guarantees we are offering the City of Bridgeport. The final terms and conditions of these Performance Guarantees are subject to finalization of the contract language in the Group Agreement. It is not a legal contract. If this summary conflicts with the Group Agreement, any Schedules or Attachments, the Group Agreement controls.

More about the Guarantees

All guarantees will be effective from 5/1/2019 to 12/31/2020, unless otherwise noted. The guarantees are measured and settled annually, with exceptions specified.

These guarantees cover aspects of performance related to Anthem's control. Listed below are potential reasons that may alter the terms of the guarantees:

- A change to the Plan benefits resulting in a substantial change in the services to be performed by Anthem.

- Your number of enrolled members goes up or down by 10% or more after your plan or renewal starts.

- We don't receive information or other support from you that would allow us to meet the Guarantee.

- There is no executed Group Agreement on file.

- Circumstances beyond our control, including but not limited to any act of God, civil riot, floods, fire, acts of terrorists, acts of war or power outages that delay our performance or that of our vendors.

- You terminate the Agreement before the end of a Performance Period, or we terminate it because of non-payment.

- You terminate participation in particular programs tied to Performance Guarantees.

General Terms

Performance Category: Describes the general type of Performance Guarantee

Reporting Period: Refers to how often Anthem will report on our performance under a Performance Guarantee

Measurement Period: The period of time under which performance is measured, which may be the same as, or differ from, the period of time equal to the Performance Period

Penalty Calculation: Generally refers to how Anthem's payment will be calculated in the event Anthem does not meet the targets specified under the Performance Guarantee

Amount at Risk: The amount Anthem may pay if we fail to meet the targets specified under the Performance Guarantee

Additional Terms and Conditions

Performance will be based on the results of a designated service team/business unit assigned to the City of Bridgeport, unless the guarantee is noted differently.

The credit for any penalties will be calculated on a Per Member Per Month (PMPM) basis.

Performance Guarantees apply when there are 500 or more Medicare Advantage enrolled members.

Amount at Risk

The total amount at risk for the below performance guarantees between Anthem and the City of Bridgeport shall not exceed: \$3.20 PMPM.

Performance Guarantees

| Performance Category | 05/1/19 - 12/31/19 | 01/1/20 - 12/31/20 |
|--|--------------------|--------------------|
| | Amount at Risk | Amount at Risk |
| Implementation Timeliness | \$0.40 PMPM | N/A |
| Open Enrollment ID Card Issuance | \$0.40 PMPM | N/A |
| Member Services Average Speed of Answer | \$0.40 PMPM | \$0.55 PMPM |
| Member Services Call Abandonment Rate | \$0.40 PMPM | \$0.55 PMPM |
| Ongoing Electronic Eligibility Processing Timeliness | \$0.40 PMPM | \$0.55 PMPM |
| Medical Claims Financial Accuracy | \$0.40 PMPM | \$0.55 PMPM |
| Medical Claims Processing Accuracy | \$0.40 PMPM | \$0.55 PMPM |
| Medical Claims Processing Timeliness | \$0.40 PMPM | \$0.55 PMPM |

| Performance Category | Amount at Risk | Guarantee | Penalty Calculation | | Measurement and Reporting Period |
|----------------------------------|--------------------------------|--|---------------------|----------------|---|
| Implementation Timeliness | <u>Year 1</u> \$ 40 PMPM | A minimum of 95% of all tasks will be completed by the dates specified in the implementation plan agreed to by the Parties. The implementation plan will be developed by Anthem and will contain tasks to be completed by the City of Bridgeport and/or Anthem and a timeframe for completion of each task. The implementation plan will also contain Measurement Periods specific to each task. Anthem's payment under this Guarantee is conditioned upon the City of Bridgeport's completion of all designated tasks by the dates specified in the implementation plan. This will be measured with Employer-specific Data. | <u>Results</u> | <u>Penalty</u> | <u>Measurement Period</u> |
| | | | 95.0% or Greater | None | City of Bridgeport effective date |
| | | | 91.0% to 94.9% | 25% | <u>Reporting Period</u> 60 calendar days following the end of the implementation period |
| | | | 89.0% to 90.9% | 50% | |
| | | | 85.0% to 88.9% | 75% | |
| Less than 85.0% | 100% | | | | |
| Open Enrollment ID Card Issuance | <u>Year 1</u> \$ 40 PMPM | 100% of ID cards will be mailed to Open Enrollment participants no later than the City of Bridgeport's effective date provided that Anthem receives an accurate eligibility file and receipt of CMS confirmation of enrollment. An Accurate Eligibility File is defined as (1) an electronic eligibility file formatted in a mutually agreed upon manner; (2) received by Anthem no later than 30 calendar days prior to the City of Bridgeport's effective date; and, (3) contains an error rate of less than 1%. This will be measured with Employer-specific data. | <u>Results</u> | <u>Penalty</u> | <u>Measurement Period</u> |
| | | | 100% | None | City of Bridgeport effective date |
| | | | 99.0% to 99.9% | 25% | <u>Reporting Period</u> 60 calendar days following the City of Bridgeport's effective date |
| | | | 98.0% to 98.9% | 50% | |
| | | | 97.0% to 97.9% | 75% | |
| Less than 97.0% | 100% | | | | |
| Average Speed to Answer | <u>Year 1</u> \$ 40 PMPM | The average speed to answer (ASA) will be 30 seconds or less. ASA is defined as the average number of whole seconds members wait and/or are in the telephone system before receiving a response from a customer service representative (CSR) or an interactive voice response (IVR) unit. This Guarantee will be calculated based on the total number of calls received in the customer service telephone system. This will be measured on the Medicare Advantage population enrolled through Group contracts. | <u>Results</u> | <u>Penalty</u> | <u>Measurement Period</u> |
| | | | 30 seconds or less | None | Annual |
| | | | 31 to 33 seconds | 25% | <u>Reporting Period</u> Annual |
| | | | 34 to 36 seconds | 50% | |
| | | | 37 to 39 seconds | 75% | |
| 40 or Greater | 100% | | | | |
| | <u>Year 2</u> \$ 55 PMPM | | | | |

| Performance Category | Amount at Risk | Guarantee | Penalty Calculation | | Measurement and Reporting Period |
|--|----------------|--|---------------------|----------------|----------------------------------|
| Call Abandonment Rate | <u>Year 1</u> | <p>A maximum of 5% of member calls will be abandoned. Abandoned Calls are defined as member calls that are waiting for a CSR but are abandoned before connecting with a CSR. This Guarantee will be calculated based on the number of calls abandoned divided by the total number of calls received in the customer service telephone system. Calls abandoned in less than five seconds will not be included in this calculation.</p> <p>This will be measured on the Medicare Advantage population enrolled through Group contracts.</p> | <u>Results</u> | <u>Penalty</u> | <u>Measurement Period</u> |
| | \$.40 | | 5.0% or less | None | Annual |
| | PMPM | | 5.01% to 5.40% | 25% | |
| | <u>Year 2</u> | | 5.41% to 5.70% | 50% | <u>Reporting Period</u> |
| | \$.55 | | 5.71% to 5.99% | 75% | Annual |
| | PMPM | | 6.0% or Greater | 100% | |
| Ongoing Electronic Eligibility File Timeliness | <u>Year 1</u> | <p>99% of the City of Bridgeport's ongoing electronic eligibility files will be processed timely per CMS guidance. Timely Processing is defined as electronic eligibility files processed and updated on the eligibility database within 7 business days of receipt of an eligibility file. This Guarantee only applies to the processing of eligibility files submitted by the City of Bridgeport outside of an Open Enrollment period. This Guarantee does not apply to a defective eligibility file. A Defective Eligibility File is defined as an eligibility file that has issues that prevent Anthem's processing of the file. Anthem's payment of this Guarantee is conditioned upon receipt of eligibility files in a format mutually agreed upon by the Parties.</p> <p>This Guarantee will be calculated by dividing the total number of eligibility files processed within the timeframe set forth above by the number of the City of Bridgeport's eligibility files processed.</p> <p>This will be measured with Employer-specific data.</p> | <u>Results</u> | <u>Penalty</u> | <u>Measurement Period</u> |
| | \$.40 | | 99% or Greater | None | Annual |
| | PMPM | | 97.0% to 98.9% | 25% | |
| | <u>Year 2</u> | | 95.0% to 96.9% | 50% | <u>Reporting Period</u> |
| | \$.55 | | 93.0% to 94.9% | 75% | Annual |
| | PMPM | | Less than 93% | 100% | |
| Medical Claim Financial Accuracy | <u>Year 1</u> | <p>A minimum of 98% of medical Claim dollars will be processed accurately. This Guarantee will be calculated based on the total dollar amount of audited medical Claims paid correctly divided by the total dollar amount of audited medical Paid Claims. The calculation of this Guarantee does not include Claim adjustments. The calculation of this Guarantee also excludes in any quarter Claims for Employers when the Employer requests changes to Plan benefits, until all such changes have been implemented.</p> <p>This will be measured on Anthem's Medicare book of business.</p> | <u>Results</u> | <u>Penalty</u> | <u>Measurement Period</u> |
| | \$.40 | | 98% or Greater | None | Annual |
| | PMPM | | 97.5% to 97.9% | 25% | |
| | <u>Year 2</u> | | 97.0% to 97.4% | 50% | <u>Reporting Period</u> |
| | \$.55 | | Less than 97% | 100% | Annual |
| | PMPM | | | | |

| Performance Category | Amount at Risk | Guarantee | Penalty Calculation | | Measurement and Reporting Period |
|--------------------------------------|-----------------|---|---------------------|---------|-------------------------------------|
| | | | Results | Penalty | Measurement Period |
| Medical Claim Processing Accuracy | <u>Year 1</u> | A minimum of 97% of medical Claims will be paid or denied correctly. This Guarantee will be calculated based on the number of audited medical Claims paid and denied correctly divided by the total number of audited medical Claims paid and denied. The calculation of this Guarantee excludes in any quarter Claims for Employers that request changes to Plan benefits, until all such changes have been implemented. This will be measured on Anthem's Medicare book of business. | 97% or Greater | None | <u>Measurement Period</u> Annual |
| | <u>Year 2</u> | | 96.0% to 96.9% | 25% | <u>Reporting Period</u> Annual |
| | | | 95.0% to 95.9% | 50% | |
| | | | 94.0% to 94.9% | 75% | |
| \$.55 PMPM | Less than 94.0% | 100% | | | |
| Medical Claims Processing Timeliness | <u>Year 1</u> | A minimum of 95% of Non-investigated medical Claims will be processed timely provided that Anthem receives accurate and timely eligibility information to allow timely Claims processing. Non-investigated medical Claims are defined as Claims that process through the system without the need to obtain additional information from the Provider, Subscriber, or other external sources. Processed Timely is defined as Non-investigated medical Claims that have been finalized within 30 calendar days of receipt. This Guarantee will be calculated based on the number of Non-investigated Claims that Processed Timely divided by the total number of Non-investigated Claims. The calculation of this Guarantee does not include Claim adjustments and does not include Claims for Members enrolled under COBRA. The calculation of this Guarantee also excludes in any quarter, Claims for Employers when Employer requests changes to Plan benefits, until all such changes have been implemented. This will be measured on Anthem's Medicare book of business. | 95.0% or Greater | None | <u>Measurement Period</u> Annual |
| | <u>Year 2</u> | | 94.5% to 94.9% | 25% | <u>Reporting Period</u> Annual |
| | | | 94.0% to 94.4% | 50% | |
| | | | Less than 94.0% | 100% | |
| \$.55 PMPM | | | | | |



City of Bridgeport
Labor Relations and Benefits Administration
45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7843

Joseph P. Ganim
Mayor

Janene Hawkins
Director

Richard D. Weiner
Benefits Manager

COMM. 42-18 Ref'd to Contracts Committee on 03/04/2019.

February 20, 2019

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

Dear Madam Clerk:

Attached please find an original and thirteen copies of the Agreement between Lincoln National Life Insurance Company and the City of Bridgeport for a group life insurance policy for a three-year term commencing April 1, 2019.

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting of Monday, March 4, 2019.

Sincerely,

Richard D. Weiner
Benefits Manager

RECEIVED
CITY CLERKS OFFICE
19 FEB 20 AM 9:40
ATTEST
CITY CLERK

A GROUP INSURANCE PROGRAM

Designed for

CITY OF BRIDGEPORT

Submitted by

**THE SEGAL CO EASTERN STATES INC
Farmington, CT**

Underwritten by

**THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
Service Office**

8801 Indian Hills Drive
Omaha, Nebraska 68114 - 4066

Home Office: Fort Wayne, IN

City of Bridgeport

SCHEDULE OF INSURANCE

Option 2.00

Proposed Effective Date: April 01, 2019

| CLASSIFICATION | AMOUNT OF BENEFIT | |
|---|-------------------|--|
| | Life Insurance | Accidental Death and Dismemberment (24 Hour) |
| Class 1 Grants Paid Nage, LIUNA, Supervisors, Nurses, AFSCME 1522, AFSCME 1303-468, MSW1199 Social Workers and Unaffiliated Employees | 25,000 | 25,000 |
| Class 2 Civil Service WPCA Supervisors and WPCA NAGE Employees | 25,000 | 25,000 |
| Class 3 Civil Service Building Trades and Printers Employees | 20,000 | 20,000 |
| Class 4 Civil Service Supervisors, AFSCME 1522, AFSCME 1303-468, Nurses, LIUNA, NAGE and Dental Hygenist Employees | 25,000 | 25,000 |
| Class 5 City Attorneys Employees | 50,000 | 50,000 |
| Class 6 Civil Service Appointed, Elected and Unaffiliated(Union Code B) Employees | 25,000 | 25,000 |
| Class 7 Civil Service Appointed, Elected and Unaffiliated Employees | 50,000 | 50,000 |
| Class 8 Sworn Fire Employees | 66,000 | 66,000 |
| Class 9 School Crossing Guard Employees | 5,000 | 5,000 |
| Class 10 Grants Paid Police Employees | 68,000 | 68,000 |
| Class 11 Grants Paid Fire Employees | 66,000 | 66,000 |
| Class 12 Grants Paid Building Trades and Printers Employees | 20,000 | 20,000 |
| Class 13 Grants Paid Unaffiliated Employees | 50,000 | 50,000 |
| Class 14 Sworn Police | 68,000 | 68,000 |

City of Bridgeport

| | | | |
|----------|--|---------|---------|
| Class 15 | Civil Service Police Chief(s) and Fire Chief(s) | 100,000 | 100,000 |
| Class 16 | Civil Service Mayor(s), Director of Labor Relations and WPCA General Manager | 75,000 | 75,000 |

Minimum Hours: 20, unless otherwise agreed upon.

The AD&D coverage includes the Safe Driver Benefit (Seat Belt & Air Bag Benefit) and Common Carrier Benefit. In addition, our Accident Plus coverage includes education, spouse training, coma, child care, plegia and repatriation benefits.

Portability is available on the Employee coverage(s).

The Employer should consult a tax advisor regarding the tax implication of these benefits.

City of Bridgeport

SCHEDULE OF RATES AND COSTS

| <u>Coverage</u> | <u>Number of Employees</u> | <u>Volume</u> | <u>Rate</u> | <u>Monthly Premium</u> |
|--------------------|----------------------------|---------------|-------------------------------|------------------------|
| Life Insurance | | | | |
| Active Employees | 1252 | 59,049,000 | \$.110/per \$1,000 of benefit | \$6,495.39 |
| Disabled Employees | 75 | 1,455,000 | \$3.98/per \$1,000 of benefit | \$5,790.90 |
| AD&D | 16 | 60,504,000 | \$.026/per \$1,000 of benefit | \$1,573.10 |
| | | | Total Premium | \$13,859.39 |

Quoted rates are guaranteed for Three Years from the effective date of the policy.

Quoted rates assume:

- The above rates assume the Life and AD&D coverages is on a non-contributory basis and 100% participation is required.
- **All employees to be covered are Actively at Work** on the policy's effective date. If any individual does not meet the Actively at Work requirement, we will require full disclosure of all necessary information to evaluate the risk. After reviewing this information, we reserve the right to revise or withdraw this proposal.

ACTIVELY AT WORK means an employee's full-time performance of all customary duties of his or her occupation at:

- (1) the Group Policyholder's place of business; or
- (2) any other business location where the employee is required to travel.

Unless disabled on the prior workday or on the day of absence, an employee will be considered Actively at Work on the following days:

- (1) a Saturday, Sunday or holiday which is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- (3) an excused or emergency leave of absence (except a medical leave).

This proposal describes certain insurance coverages available from Lincoln Financial Group and should under no circumstances be construed as a contract or offer to contract for such coverages. An application must be completed and submitted to our Service Office, before a group will be considered for coverage.

If the proposed policy qualifies as a replacement plan, then coverage for an otherwise eligible person who is disabled on the policy effective date will be administered in accord with any applicable state discontinuance and replacement law.

City of Bridgeport

The proposal is based on preliminary census data received by Lincoln Financial Group. Actual costs will be based on the final enrollment data of employees insured under the plan on its effective date. Rates quoted for the proposed benefits shown are effective for 90 days from the date shown on the proposal. A complete listing of the terms, conditions, and limitations, that will apply to your coverage, if issued, is available upon request.

City of Bridgeport
PROPOSAL CONDITIONS

This proposal has been prepared on the premise:

- there are no known uninsurable individuals in the group to be covered;
- no employee is absent from work because of sickness or injury.

If any individual to be insured falls into the above categories, we will require full disclosure of all necessary information to evaluate the risk. After reviewing this information, we reserve the right to revise or withdraw our quotation.

To become insured, an eligible employee must be an active, full-time employee who:

- is a member of an eligible class of employees;
- has completed the eligibility waiting period established by the employer;
- is not a temporary or seasonal employee;
- is performing all customary duties of his/her occupation at his/her usual place of business on the policy effective date (or on the effective date of his/her coverage); and
- is regularly scheduled to work at least 20 hours per week, unless otherwise agreed upon.

If included, any eligible dependents must satisfy a non-confinement requirement on the policy effective date (or on the date coverage becomes effective).

This proposal is based on the assumption that the current insurance carrier will continue coverage on any insured individual who is disabled on the date the existing contract terminates (even if it terminates while a disabled person is satisfying any applicable waiting period).

The rates quoted in this proposal are a function of the characteristics of the group (i.e.: Policyholder contributions, occupations, age, gender, etc.) and the benefits requested at the time of proposal submission. If the plan is non-contributory, 100% of the eligible employees must enroll; and if the plan is contributory, 75% of the eligible employees must enroll on the effective date. We reserve the right to re-evaluate the risk, and revise or withdraw our quotation if necessary, based upon the characteristics of the group and the benefits provided on the effective date of the plan.

This proposal is a description of insurance coverages available from Lincoln Financial Group and is not an offer to contract. An application must be completed before a group will be considered for coverage.

This proposal outlines in general some of the important features of the proposed Group Insurance Program. The controlling provisions will be in the Group Insurance Policy, and this proposal is not intended in any way to modify the provisions or their meanings. This proposal will remain in effect until withdrawn or a new proposal is issued by Lincoln Financial Group, but in no event will this proposal remain in effect beyond 90 days from February 14, 2019.

City of Bridgeport
EMPLOYEE GROUP LIFE INSURANCE

BENEFIT:

The Life Insurance Benefit is payable to the Insured Person's beneficiary upon death from any cause; except if employees contribute towards the premium, a suicide exclusion will apply to any medically underwritten amount during the first two years of coverage. The beneficiary may be changed at any time by written notice to Lincoln Financial Group. If no beneficiary survives the Insured Person, the death benefit will be payable to:

- the Insured Person's surviving spouse, children, parents or siblings; or
- the Insured Person's estate (as specified in the policy).

CONVERSION PRIVILEGE:

Conversion is available when anyone's group life insurance terminates due to:

- the Insured Person's termination of employment or membership in an eligible class; or
- a covered Dependent's ceasing to be an eligible dependent.

That person has the option to convert all or part of the terminated insurance without Evidence of Insurability. The conversion may be made to any Individual Life Policy then provided by Lincoln Financial Group (except term insurance). To purchase a conversion policy, application and the first premium payment must be made within the time period specified in the policy.

City of Bridgeport

PORTABILITY PRIVILEGE (CONTINUATION OF COVERAGE) For Basic Employee Life and AD&D:

Portability is available when an Insured Person's employment terminates for a reason other than sickness or injury or retirement at the Social Security Normal Retirement Age (SSNRA). The Insured Person's coverage must be in force for at least 12 months in a row just prior to the date employment ends.

This person has the option to continue all or part of his or her insurance in force when employment ends without Evidence of Insurability. To continue insurance, application and the first premium payment must be made within the time period specified in the policy. Coverage can continue until the earlier of the date the master policy terminates or up to Retirement.

Schedule of Monthly Premium for Ported Life Coverage per \$1,000 of benefit

| <u>Age</u> | <u>Rate</u> |
|------------|-------------|
| < 30 | 0.13 |
| 30 - 34 | 0.14 |
| 35 - 39 | 0.20 |
| 40 - 44 | 0.32 |
| 45 - 49 | 0.54 |
| 50 - 54 | 0.80 |
| 55 - 59 | 1.20 |
| 60 - 64 | 1.98 |
| 65 - 69 | 3.57 |
| 70 - 74 | 5.04 |
| 75 - 99 | 10.90 |

The Monthly Premium per \$1,000 of benefit for Ported Accidental Death & Dismemberment Coverage will be at the same rate as the group AD&D rate from which the person is porting the coverage.

WAIVER OF PREMIUM (EXTENSION OF DEATH BENEFIT):

An Insured Person's Life Insurance (and any Dependent Life Insurance) will be continued without payment of premium, if the Insured Person:

- becomes Totally Disabled while insured under the policy and before age 60
- remains Totally Disabled for at least 6 months; and
- submits satisfactory proof within the time period specified in the policy.

Total Disability shall be defined as shown in the policy. The continued life insurance will be subject to the age reductions shown in the Schedule of Insurance. The continued life insurance will terminate when the:

- ceases to be Totally Disabled;
- Insured Person fails to take a required medical exam or to submit additional proof as requested;
- Insured Person becomes insured under an individual conversion policy; or

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City of Bridgeport

- attains Social Security Normal Retirement Age (SSNRA), whichever occurs first.

City of Bridgeport

LIVING BENEFIT:

An Accelerated Death Benefit is available when the Insured Person's life insurance benefit is \$2,000 or more. If the Insured Person is diagnosed terminally ill due to a sickness at least 30 days after life insurance takes effect or on the date of an injury which results in Terminal Illness, then part of his or her life insurance benefit can be paid prior to death (subject to state law).

Terminally ill means the Insured Person's medical condition is expected to result in death in 12 months or less, despite appropriate medical treatment.

The amount of the Accelerated Death Benefit is subject to:

- a minimum of 25% of the Insured Person's life insurance coverage; and
- a maximum of \$500,000 or 80% of the Insured Person's life insurance coverage, whichever is less.

NOTE: This is not a Long Term Care benefit. Before requesting an Accelerated Death Benefit payment, Insured Persons should seek their own tax or legal counsel concerning the effect upon taxable income or eligibility for government benefits.

OTHER FEATURES:

Our **LINKS PROGRAM** provides integrated disability management when an insured is covered under both our STD and LTD plans. LINKS helps to provide a smooth transition from STD to LTD without claim filing, while helping the employee return to work in the most efficient and effective manner possible. Furthermore, the LINKS program identifies those claimants with group life insurance coverage with us to determine whether they're eligible for Life Waiver.

City of Bridgeport

GROUP ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

DEATH OR DISMEMBERMENT BENEFIT FOR AN INSURED PERSON: The benefit shown below will be paid if:

- (1) an Insured Person sustains an accidental bodily injury while insured under this provision; and
- (2) that injury directly causes one of the following nonfatal losses within 365 days after the date of the accident.

The loss must result directly from the injury and from no other causes.

| <u>LOSS</u> | <u>BENEFIT FOR COMMON CARRIER ACCIDENT</u> | <u>BENEFIT FOR OTHER COVERED ACCIDENT</u> |
|--|--|---|
| Loss of Life | 2 Times Principal Sum | Principal Sum |
| Loss of one Member (Hand, Foot or Eye) | Principal Sum | ½ Principal Sum |
| Loss of Two or More Members | 2 Times Principal Sum | Principal Sum |

The Principal Sum for the Insured Person's class is shown in the Schedule of Insurance.

MAXIMUM PER PERSON: If an Insured Person sustains more than one loss resulting from the same accident, the benefit:

- (1) will be the one largest amount listed;
- (2) will not exceed two times the Principal Sum for all of that person's combined losses resulting from a Common Carrier Accident; and
- (3) will not exceed the Principal Sum for all that person's combined losses resulting from any other covered accident.

DEFINITIONS: "Common Carrier Accident" means a covered accidental bodily injury, which is sustained while riding as a fare paying passenger (not a pilot, operator or crew member) in or on, boarding or getting off from a Common Carrier.

"Loss of a Member" includes the following:

- (1) "Loss of Hand or Foot," means complete severance through or above the wrist or ankle joint.
- (2) "Loss of an Eye," means total and irrevocable loss of sight in that eye.

LIMITATIONS: Benefits are not payable for any loss to which a contributing cause is:

- intentional self-inflicted injury or self-destruction;
- disease, bodily or mental infirmity, or medical or surgical treatment of these;
- duty as a member of any military, naval or air force;
- war or any act of war, declared or undeclared;
- the Insured Person's participation in the commission of a felony;

City of Bridgeport

- voluntary use of any controlled substance, as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended; unless prescribed by the Insured Person's physician;
- travel or flight in any aircraft, including balloons and gliders, except as a fare paying passenger on a regularly scheduled flight; or
- the Insured Person driving while intoxicated (as defined by the jurisdiction where the accident occurred).

City of Bridgeport

GROUP ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

OTHER FEATURES

Coma Benefit - An additional benefit equal to 5% of the insured employee's principal sum will be paid if the insured employee is in a coma as a result of an accident covered under the policy. The coma must begin within 365 days of the accident and the insured must remain in the coma for at least 31 days for the benefits to be paid.

"Coma" means being in a state of complete mental unresponsiveness, with no evidence of appropriate responses to stimulation.

Plegia Benefit - If the insured employee sustains an accidental bodily injury that directly causes paraplegia (paralysis of both legs) or hemiplegia (paralysis of arm and leg on the same side), a benefit equal to 50% of the insured's principal sum will be paid. If the injury directly causes quadriplegia (paralysis of both arms and both legs), a benefit equal to 100% of the insured's principal sum will be paid. If the plegia results from a common carrier accident, the plegia benefits will be doubled. The injury must cause plegia within 365 days of the accident for benefits to be paid. If the insured sustains more than one loss resulting from the same accident, benefits will not exceed the maximum amount allowed for that person's combined losses.

"Paralysis" means complete and irrevocable loss of use of an arm or leg (without severance).

Repatriation Benefit - As a result of the insured employee's death, an additional benefit will be paid if the insured dies from a covered accident at least 150 miles from home and the beneficiary incurs expenses for the preparation and transportation of the insured's body to a mortuary. The benefit is equal to the expenses incurred for the preparation and transportation of the insured's body subject to a maximum of \$5,000.

Education Benefit - As a result of the insured employee's death, an additional benefit equal to 5% of the insured's principal sum, subject to a maximum of \$5,000, will be paid to an eligible dependent child to cover the cost of post-secondary education. Benefits will be paid for up to four years as long as the dependent is a full-time student attending an accredited college or university or vocational school and incurs expenses for tuition, fees, room and board, or other costs paid to (or certified by) the school. The dependent child must enroll before reaching age 25.

Spouse Training Benefit - As a result of the insured employee's death, an additional benefit equal to 5% of the insured's principal sum, subject to a maximum of \$5,000, will be paid to an insured person's spouse to cover the cost of classes taken to retrain or refresh skills needed for employment. Benefits will be paid for one year as long as the spouse incurs expenses payable directly to (or approved or certified by) the school and is enrolled in classes within 365 days of the accident.

Child Care Benefit - As a result of the insured employee's death, an additional benefit equal to 5% of the insured employee's principal sum, subject to a maximum of \$5,000, will be paid for an eligible dependent that attends a licensed child care facility on a regular basis. This benefit will be paid for up to four consecutive years or until the child's 13th birthday, whichever comes first.

Benefits will not be payable for the above losses if they are specifically excluded under the policy.

City of Bridgeport
SAFE DRIVER BENEFIT
(For Insured Employee)

If an Insured Person dies as a direct result of a covered auto accident, for which Accidental Death and Dismemberment Benefits are payable; then

- (1) an additional Seat Belt Benefit will be payable provided the Insured Person was wearing a properly fastened seat belt at the time of the accident; and
- (2) an additional Air Bag Benefit will be payable, if the auto was equipped with airbag(s).

The Seat Belt Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less; and the Air Bag Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less. The Seat Belt Benefit and Air Bag Benefit will not be less than \$1,000 per Insured Person. The Principal Sum is the amount payable because of the Insured Person's accidental death.

A copy of the police report must be submitted with the claim. The position of the seat belt must be certified by:

- (1) the official accident report; or
- (2) the coroner, traffic officer or other investigating officer.

Upon receipt of satisfactory written proof, the additional benefit will be paid in accord with the Beneficiary section.

DEFINITIONS. As used in this provision:

"Auto" means a 4-wheel passenger car, station wagon, jeep, pick-up truck or van-type car. It must be licensed for use on public highways. It includes a car owned or leased by the Group Policyholder.

"Intoxicated," shall be defined as by the jurisdiction where the accident occurs.

"Seat Belt" means a properly installed:

- (1) seat belt or lap and shoulder restraint; or
- (2) other restraint approved by the National Highway Traffic Safety Administration.

LIMITATIONS. Safe Driver Benefits will not be paid if:

- (1) the Accidental Death and Dismemberment Benefits is not paid under this Policy for the Insured Person's death; or
- (2) at the time of the accident, the Insured Person or any other person who was driving the auto in which the Insured Person was driving while intoxicated.

The above limitations will apply, whether or not the driver is convicted.



Lincoln Financial Group® Privacy Practices Notice

The Lincoln Financial Group companies* are committed to protecting your privacy. To provide the products and services you expect from a financial services leader, we must collect personal information about you. We do not sell your personal information to third parties. This Notice describes our current privacy practices. While your relationship with us continues, we will update and send our Privacy Practices Notice as required by law. Even after that relationship ends, we will continue to protect your personal information. You do not need to take any action because of this Notice, but you do have certain rights as described below.

Information We May Collect And Use

We collect personal information about you to help us identify you as our customer or our former customer; to process your requests and transactions; to offer investment or insurance services to you; to pay your claim; to analyze in order to enhance our products and services; or to tell you about our products or services we believe you may want and use; and as otherwise permitted by law. The type of personal information we collect depends on the products or services you request and may include the following:

- **Information from you:** When you submit your application or other forms, you give us information such as your name, address, Social Security number; and your financial, health, and employment history.
- **Information about your transactions:** We maintain information about your transactions with us, such as the products you buy from us; the amount you paid for those products; your account balances; and your payment and claims history.
- **Information from outside our family of companies:** If you are purchasing insurance products, we may collect information from consumer reporting agencies such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information, such as medical information from other individuals or businesses.
- **Information from your employer:** If your employer purchases group products from us, we may obtain information about you from your employer in order to enroll you in the plan.

How We Use Your Personal Information

We may share your personal information within our companies and with certain service providers. They use this information to process transactions you have requested; provide customer service; to analyze in order to enhance our products and services; and inform you of products or services we offer that you may find useful. Our service providers may or may not be affiliated with us. They include financial service providers (for example, third party administrators; broker-dealers; insurance agents and brokers, registered representatives; reinsurers and other financial services companies with whom we have joint marketing agreements). Our service providers also include non-financial companies and individuals (for example, consultants; vendors; and companies that perform marketing services on our behalf). Information we obtain from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law.

When you apply for one of our products, we may share information about your application with credit bureaus. We also may provide information to group policy owners, regulatory authorities and law enforcement officials, and to other non-affiliated or affiliated parties as permitted by law. In the event of a sale of all or part of our businesses, we may share customer



information as part of the sale. **We do not sell or share your information with outside marketers who may want to offer you their own products and services; nor do we share information we receive about you from a consumer reporting agency. You do not need to take any action for this benefit.**

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.
GB06714

Security of Information

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. Our employees are authorized to access your information only when they need it to provide you with products, services, or to maintain your accounts. Employees who have access to your personal information are required to keep it confidential. Employees are required to complete privacy training annually.

Your Rights Regarding Your Personal Information

Access: We want to make sure we have accurate information about you. Upon written request we will tell you, within 30 business days, what personal information we have about you. You may see a copy of your personal information in person or receive a copy by mail, whichever you prefer. We will share with you who provided the information. In some cases we may provide your medical information to your personal physician. We will not provide you with information we have collected in connection with, or in anticipation of, a claim or legal proceeding. If you request a copy of the information, we may charge you a fee for copying and mailing costs. In very limited circumstances, your request may be denied. You may then request that the denial be reviewed.

Accuracy of Information: If you feel the personal information we have about you is inaccurate or incomplete, you may ask us to amend the information. Your request must be in writing and must include the reason you are requesting the change. We will respond within 30 business days. If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received the information within the prior two years. We will also send the updated information to any insurance support organization that gave us the information, and any service provider that received the information within the prior 7 years. If your requested change is denied, we will provide you with reasons for the denial. You may write to request the denial be reviewed. A copy of your request will be kept on file with your personal information so anyone reviewing your information in the future will be aware of your request.

Accounting of Disclosures: If applicable, you may request an accounting of disclosures made of your medical information, except for disclosures:

- For purposes of payment activities or company operations;
- To the individual who is the subject of the personal information or to that individual's personal representative;
- To persons involved in your health care;
- For notification for disaster relief purposes;
- For national security or intelligence purposes;
- To law enforcement officials or correctional institutions;
- Included in a limited data set; or
- For which an authorization is required.

You may request an accounting of disclosures for a time period of less than six years from the date of your request.

Basis for Adverse Underwriting Decision: You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate, or terminate your coverage.

Your state may provide for additional privacy protections under applicable laws. We will protect your information in accordance with these additional protections.

Questions about your personal information should be directed to:

Lincoln Financial Group
Attn: Enterprise Compliance and Ethics
Corporate Privacy Office, 7C-01
1300 S. Clinton St.
Fort Wayne, IN 46802

Please include all policy/contract/account numbers with your correspondence.

*This information applies to the following Lincoln Financial Group companies:

First Penn-Pacific Life Insurance Company
Lincoln Financial Group Trust Company Inc.
Lincoln Investment Advisors Corporation
Lincoln Financial Distributors, Inc.

Lincoln Life & Annuity Company of New York
Lincoln Retirement Services Company, LLC
Lincoln Variable Insurance Products Trust
The Lincoln National Life Insurance Company



The Lincoln National Life Insurance Company
A Stock Company Home Office Location: Fort Wayne, Indiana
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066
(800) 423-2765 Online: www.LincolnFinancial.com

Group Policyholder:

SAMPLES GROUP
== PRODUCTION TEST GROUP ==

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The first premium for this Policy is due on its effective date. Subsequent premiums are due on July 1, 2017, and on the same day of each month after that. Policy anniversaries will be each June 1st; unless shown otherwise on the Premium Rate Schedule inside.

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska. The issue date of this Policy is June 1, 2017. This policy supersedes and replaces any previously issued policy with an effective date of June 1, 2017.

SECRETARY

PRESIDENT

GROUP INSURANCE POLICY

No. 000010230853

PROVIDING

LIFE INSURANCE

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

TABLE OF CONTENTS

| | |
|--|----|
| Schedule of Insurance..... | 3 |
| Definitions..... | 5 |
| General Provisions..... | 6 |
| Eligibility and Effective Dates for Personal Insurance..... | 7 |
| Individual Terminations..... | 8 |
| Premiums and Premium Rates..... | 9 |
| Grace Period..... | 10 |
| Policy Termination..... | 10 |
| Beneficiary..... | 11 |
| Assignments..... | 12 |
| Facility of Payment..... | 13 |
| Death Benefit..... | 13 |
| Settlement Options..... | 13 |
| Conversion Privilege..... | 14 |
| Claims Procedures for Life or Accidental Death and Dismemberment Benefits..... | 15 |
| Accidental Death and Dismemberment Insurance..... | 18 |
| Safe Driver Benefit..... | 20 |
| Prior Insurance Credit Provision..... | 21 |

SAMPLES GROUP == PRODUCTION TEST GROUP ==
000010230853
SCHEDULE OF INSURANCE

ELIGIBLE CLASS

Class 1 All Full-Time Employees

The amount of an Insured Person's insurance is determined from the following table. The initial amount of coverage is the amount which applies to an Insured Person's Class on the date his or her coverage takes effect. An Insured Person may become eligible for increases in the amount of insurance in accord with the table. Any such increase will take effect on the latest of:

- (1) the first day of the Insurance Month coinciding with or next following the date on which the Insured Person becomes eligible for the increase; if Actively at Work on that day;
- (2) the day the Insured Person resumes Active Work, if not Actively at Work on the day the increase would otherwise take effect; or
- (3) the day any required evidence of insurability is approved by the Company.

Any decrease will take effect on the day of the change; whether or not the Insured Person is Actively at Work.

The amount of an Insured Person's Life Insurance shall be reduced by the amount of any Life Insurance in effect as a result of exercising the rights under the Conversion Privilege section of this Policy.

Facility of Payment Amount: \$500

Under the Policy Termination section on form GL1101-7 04, the participation rate requirements in part (3) will not apply during policy years when the Employer's premium contributions are made through a Section 125 plan.

SAMPLES GROUP === PRODUCTION TEST GROUP ===

000010230853

SCHEDULE OF INSURANCE

For

Class 1 - All Full-Time Employees

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
Three months of continuous Active Work

CONTRIBUTIONS: Insured Persons are not required to make contributions for Personal Life & AD&D Insurance.

LIFE AND AD&D INSURANCE

| | Benefit Amount |
|------------------------------|----------------|
| Personal Life Insurance | \$100,000 |
| AD&D Insurance Principal Sum | \$100,000 |

Personal Life and AD&D Insurance will be reduced as follows:

- At age 65, benefits will reduce by 35% of the original amount;
- At age 70, benefits will reduce an additional 25% of the original amount;
- At age 75, benefits will reduce an additional 15% of the original amount.

Benefits will terminate when the Insured Person retires.

If the Insured Person first enrolls for Personal Life and AD&D Insurance at age 65 or older, the above age reductions will apply to:

- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which he or she is eligible.

DEFINITIONS

ACTIVE WORK or **ACTIVELY AT WORK** means an employee's full-time performance of all customary duties of his or her occupation at:

- (1) the **GROUP POLICYHOLDER'S** place of business; or
- (2) any other business location where the employee is required to travel.

Unless disabled on the prior workday or on the day of absence, an employee will be considered **Actively at Work** on the following days:

- (1) a Saturday, Sunday or holiday which is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- (3) an excused or emergency leave of absence (except a medical leave).

COMPANY means The Lincoln National Life Insurance Company, an Indiana corporation, whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DAY OR DATE means at 12:01 A.M., Standard Time, at the **GROUP POLICYHOLDER'S** place of business; when used with regard to eligibility dates and effective dates. It means 12:00 midnight, Standard Time, at the same place; when used with regard to termination dates.

FULL-TIME EMPLOYEE means an employee of the **GROUP POLICYHOLDER**:

- (1) whose employment with the **GROUP POLICYHOLDER** is the employee's principal occupation;
- (2) who is not a temporary or seasonal employee; and
- (3) who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Insurance.

GROUP POLICYHOLDER means the person, partnership, corporation, or trust as shown on the Title Page of this Policy.

INSURANCE MONTH means that period of time:

- (1) beginning at 12:01 A.M. Standard Time, at the **GROUP POLICYHOLDER'S** place of business on the first day of any calendar month; and
- (2) ending at 12:00 midnight on the last day of the same calendar month.

INSURED PERSON means a **PERSON** for whom the coverages provided by this Policy are in effect.

PERSON means a **FULL-TIME EMPLOYEE** of the **GROUP POLICYHOLDER**:

- (1) who is a member of an employee class which is eligible for coverage under this Policy; and
- (2) who has completed an enrollment form.

PERSONAL INSURANCE means the insurance provided by this Policy on Insured Persons.

PHYSICIAN means a licensed practitioner of the healing arts other than the Insured Person or a relative of the Insured Person.

POLICY means this Group Insurance Policy issued by the Company to the Group Policyholder.

GENERAL PROVISIONS

ENTIRE CONTRACT. The entire contract between the parties consists of:

- (1) this Policy and the Group Policyholder's application (a copy is attached); and
- (2) the Insured Persons' enrollment cards, if any.

All statements made by the Group Policyholder and by Insured Persons are representations and not warranties. No statement made by an Insured Person will be used to contest the coverage provided by this Policy; unless:

- (1) it is contained in a written statement signed by that Insured Person; and
- (2) a copy of the statement is furnished to the Insured Person or Beneficiary.

Only an Officer of the Company may change this Policy or extend the time for payment of any premium. No change will be valid unless made in writing and signed by an Officer of the Company. Any change so made will be binding on all persons referred to in this Policy.

INCONTESTABILITY. Except for the non-payment of premiums, the Company may not contest the validity of this Policy as to any Insured Person after it has been in force for two years during his or her lifetime.

NONPARTICIPATION. This Policy will not be entitled to share in the surplus earnings of the Company.

BASIS OF RESERVE. The reserve for this Policy will not be less than the reserve computed using:

- (1) the 1970 Intercompany Group Life Disability Valuation Table; and
- (2) interest at not less than three percent per annum.

INFORMATION TO BE FURNISHED. The Group Policyholder may be required to furnish any information needed to administer this Policy. Clerical error by the Group Policyholder will not:

- (1) affect the amount of insurance which would otherwise be in effect; or
- (2) continue insurance which otherwise would be terminated.

Once an error is discovered, an equitable adjustment in premium will be made. If a premium adjustment involves the return of unearned premium, the amount of the return will be limited to the twelve month period which precedes the date the Company receives proof such an adjustment should be made.

The Company may inspect any of the Group Policyholder's records which relate to this Policy.

MISSTATEMENT OF AGE. If an Insured Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit depends upon age; then the benefit will be that which would have been payable, based upon the person's correct age.

CERTIFICATES. The Group Policyholder will be furnished with individual Certificates for delivery to each Insured Person. These certificates summarize the benefits provided by this Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

CONFORMITY WITH STATE STATUTES. If any provision of this Policy conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

WORKER'S COMPENSATION. This Policy is not to be construed to provide benefits required by Worker's Compensation laws.

ELIGIBILITY AND EFFECTIVE DATES FOR PERSONAL INSURANCE

ELIGIBILITY. A Person becomes eligible for the coverage provided by this Policy on the later of:

- (1) the Policy's date of issue; or
- (2) the date the Waiting Period is completed.

WAITING PERIOD. (See Schedule of Insurance).

EFFECTIVE DATE. Personal Insurance becomes effective on the latest of:

- (1) the first day of the Insurance Month coinciding with or next following the date the Person becomes eligible for the coverage;
- (2) the date the Person resumes Active Work, if not Actively at Work on the day he or she becomes eligible;
- (3) the date the Person makes written application for Personal Insurance; and signs:
 - (a) a payroll deduction order, if Insured Persons pay any part of the Policy premium; or
 - (b) an order to pay premiums from the Person's Section 125 Plan account, if Employer contributions are made through a Section 125 Plan; or
- (4) the date the Company approves the Person's coverage, if evidence of insurability is required.

EVIDENCE OF INSURABILITY. Evidence of insurability satisfactory to the Company must be submitted when:

- (1) a Person makes written application for Personal Insurance more than 31 days after becoming eligible for the coverage; or
- (2) a Person makes written application for Personal Insurance after he or she has requested:
 - (a) to cancel Personal Insurance;
 - (b) to stop payroll deductions for the coverage; or
 - (c) to stop premium payments from the Section 125 Plan account.

EXCEPTIONS. If an Insured Person's coverage terminates due to an approved leave of absence or military leave, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person returns within six months after the leave begins;
- (2) the Person applies or is enrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

If an Insured Person's coverage terminates due to a lay-off, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person returns within 12 months after the date the lay-off begins;
- (2) the Person applies or is reenrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

Reinstatement will take effect on the date the Insured Person returns to Active Work.

If an Insured Person's coverage terminates because his or her employment ends, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person is rehired within 12 months after employment terminated;
- (2) the Person applies or is reenrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

Reinstatement will take effect on the date the Insured Person returns to Active Work.

INDIVIDUAL TERMINATIONS

An Insured Person's coverage will terminate on the earliest of:

- (1) the date this Policy terminates;
- (2) the last day of the Insurance Month in which the Insured Person requests termination;
- (3) the last day of the last Insurance Month for which premium payment is made on the Insured Person's behalf;
- (4) the date the Insured Person ceases to be in a class of employees which is eligible for coverage under this Policy;
- (5) with respect to any particular insurance benefit, the date the portion of the Policy providing that benefit terminates;
- (6) the date the Insured Person's employment with the Group Policyholder terminates; or
- (7) the date the Insured Person enters the armed services of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.)

Ceasing Active Work results in termination of insurance; but coverage may be continued as follows:

- (1) If the Insured Person is disabled due to illness or injury, then coverage may be continued until the earliest of:
 - (a) 12 Insurance Months after the disability begins;
 - (b) the date the Person is no longer disabled; or
 - (c) for Life Insurance; the date the Insured Person qualifies for any Extension of Death Benefit under this Policy;provided premium payments are made on his or her behalf.
- (2) If the Insured Person ceases work due to a temporary lay off, an approved leave of absence, or a military leave; then coverage may be continued:
 - (a) for three Insurance Months after the lay off or leave begins;
 - (b) provided premium payments are made on his or her behalf.
- (3) If an Insured Person ceases work due to an approved sabbatical, coverage may be continued for six Insurance Months after the sabbatical begins. The required premium payments must be received from the Employer, throughout the period of continued coverage.

PREMIUMS AND PREMIUM RATES

PAYMENT OF PREMIUMS. No coverage provided by this Policy will be in effect until the first premium for such coverage is paid. For coverage to remain in effect, each subsequent premium must be paid on or before its due date. The Group Policyholder is responsible for paying all premiums as they become due. Premiums are payable on or before their due dates at the Company's Group Insurance Service Office. The premium must be paid in U.S. dollars.

PREMIUM RATE CHANGE. The Company may change any premium rate on any of the following dates:

- (1) the date this Policy's terms are changed;
- (2) the date the Company's liability is changed due to a change in federal, state or local law;
- (3) the date the Group Policyholder (or any covered division, subsidiary or affiliated company) relocates, dissolves or merges, or is added to or removed from this Policy;
- (4) the date any coverage for one or more classes ceases to be provided under this Policy;
- (5) the date the number of Insured Persons changes by 25% or more from the enrollment on the date this Policy took effect, or the most recent Rate Guarantee Date expired, if later; or
- (6) on any premium due date on or after this Policy's first anniversary, or any later rate guarantee date agreed upon by the Company.

Unless the Company and the Group Policyholder agree otherwise, the Company will give at least 60 days' advance written notice of any increase in premium rates.

PREMIUM AMOUNT. The amount of premium due on each due date will be the sum of the products obtained by multiplying each rate shown in the Premium Rate Schedule by the amount of insurance to which the rate applies.

Premium adjustments will not be pro-rated daily. Instead, premium will be adjusted as follows.

- (1) When an Insured Person's insurance or increase takes effect, premium will be charged from the monthly due date coinciding with or next following that change.
- (2) When all or part of an Insured Person's insurance terminates, the applicable premium will cease on the monthly due date coinciding with or next following that termination.
- (3) When premiums are paid other than monthly, increases or decreases will result in adjustment from the premium due date coinciding with or next following that change.

The above manner of charging premium is for accounting purposes only. It will not extend coverage beyond a date it would have otherwise terminated. Each premium payment will include any adjustments in past premiums, which are needed due to changes that have not yet been taken into account. If a premium adjustment involves a return of unearned premium, the refund will be limited to the prior 12-month period.

PREMIUM RATE SCHEDULE

Monthly Group Life Rate

Monthly AD&D Rate

The above rate or rates are guaranteed until June 1, 2020; unless an exception listed in the Premium Rate Change section applies.

After that, any premium rate change will be as shown in the renewal letter. The Company will send the Group Policyholder a renewal letter prior to each Policy Anniversary.

GRACE PERIOD

A grace period of 31 days from the due date will be allowed for the payment of each premium after the first. This Policy will remain in effect during the grace period; unless the Group Policyholder gives the Company advance written notice of termination. The Group Policyholder will remain liable for payment of a pro rata premium for the time this Policy remained in force during the grace period.

POLICY TERMINATION

TERMINATION BY THE COMPANY. To terminate this Policy, the Company must give the Group Policyholder at least 31 days' advance written notice of its intent to do so. The Company may terminate this Policy coverage on the due date of any premium; if:

- (1) the total number of Insured Persons is less than ten;
- (2) all of the premium is paid by the Group Policyholder and less than 100% of those eligible for coverage are insured;
- (3) part of the premium is paid by Insured Persons and less than 75% of those eligible for coverage are insured;
- (4) the Group Policyholder, without good cause, fails to:
 - (a) promptly furnish any information the Company reasonably requires; or
 - (b) perform its duties pertaining to this Policy in good faith;
- (5) the Company terminates all other policies where permitted by their terms, which provide life insurance or weekly disability income insurance in the same state in which this Policy was issued; or
- (6) state law otherwise requires this Policy to be terminated.

TERMINATION BY GROUP POLICYHOLDER. The Group Policyholder may terminate this Policy at any time, by giving the Company advance written notice. Coverage will then terminate:

- (1) on the date the Company receives the notice; or
- (2) any later date the Group Policyholder and the Company have agreed upon.

The Group Policyholder remains responsible for the payment of premiums to the date of termination.

AUTOMATIC TERMINATION. If any premium remains unpaid at the end of the Grace Period; then this Policy will automatically terminate, without any action on the Company's part, on the last day of the Grace Period. The Group Policyholder remains responsible for the payment of premiums to the date of termination.

EFFECT ON INCURRED CLAIMS. Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

BENEFICIARY

PAYMENTS TO BENEFICIARY. At an Insured Person's death, the amount of his or her Personal Life Insurance will be paid to the surviving Beneficiary. If the Insured Person has not named a Beneficiary, or if no named Beneficiary survives the Insured Person; then payment will be made to that Insured Person's:

- (1) surviving spouse; or, if none
- (2) surviving child or children in equal shares; or, if none
- (3) surviving parent or parents in equal shares; or, if none
- (4) surviving brothers and sisters in equal shares; or, if none
- (5) estate, or in accord with the Facility of Payment section of this Policy.

The amount payable to anyone shown above will be reduced by any amount paid in accord with the Facility of Payment section.

In determining who is to receive payment, the Company may rely upon an affidavit by a member of the class of relatives to receive payment. The Company will make payment based upon the affidavit it has; unless it receives notice of a valid claim by some other person, at its Group Insurance Service Office, before paying the proceeds. Such payment will release the Company from any further obligation for the Insured Person's life insurance benefit.

If an Insured Person's named Beneficiary dies:

- (1) within 15 days of the Insured Person's death; and
- (2) before the Company receives satisfactory proof of the Insured Person's death;

then payment will be made as if the Insured Person had survived that Beneficiary; unless other provisions have been made.

NAMING THE BENEFICIARY. An Insured Person's Beneficiary will be as shown on his or her enrollment card, unless changed. This Policy may replace a group policy providing similar coverages. In that event, the Beneficiary which the Insured Person named under the prior policy will be the Beneficiary under this Policy, until changed.

CHANGING THE BENEFICIARY. Only the Insured Person, or his or her assignee, may change the Beneficiary. A new Beneficiary may be named by filing a written notice of the change with the Company at its Group Insurance Service Office. The change will be effective as of the date it was signed; subject to any action the Company takes before receiving notice of the change.

When applying for a conversion policy under the Conversion Privilege Section, an Insured Person must name a Beneficiary. The Beneficiary named for the conversion policy may be someone other than the person named under this Policy. In that event, the application for the conversion policy will be treated as a written notice of change of Beneficiary.

ASSIGNMENTS

Personal Life Insurance and Accidental Death Insurance may be assigned. The assignments allowed under this Policy are absolute assignments and funeral assignments as described below.

No assignment will be binding on the Company unless and until:

- (1) it is made on a form furnished by the Company;
- (2) the original is completed and filed with the Company at its Group Insurance Service Office;
and
- (3) it is approved by the Company.

The Company and the Group Policyholder do not assume responsibility for the validity or effect of an assignment.

ABSOLUTE ASSIGNMENTS. An Insured Person may make an irrevocable assignment of his or her Personal Life Insurance and Accidental Death Insurance as a gift (with no consideration), providing he or she has the legal capacity and the mental capacity to do so. It may be made to a trust or to one or more of the Insured Person's relatives, their estates, or to a trustee of a trust under which one of the relatives is a beneficiary.

The term "relatives" includes, but is not limited to, an Insured Person's spouse, parents, grandparents, aunts, uncles, siblings, children, adopted children, stepchildren, and grandchildren.

In some states, community property is an established form of ownership that must be considered in making an assignment. If an Insured Person makes an absolute assignment to two or more assignees, such assignees will be joint owners with the right of survivorship between them. An Insured Person should consult with his or her own legal advisor before making an assignment.

Once the assignment has been recorded by the Company, the Insured Person can no longer change the beneficiary and cannot apply for conversion. Only the assignee can change the beneficiary designation if the previous designation is revocable. An assignment will have no effect on a prior irrevocable beneficiary designation. Only the assignee can apply for conversion but only when the Conversion Privilege provision would have been available to the Insured Person in the absence of the assignment under this Policy.

An absolute assignment cannot be used as a collateral assignment.

FUNERAL ASSIGNMENTS. Upon an Insured Person's death, the beneficiary may assign the Personal Life Insurance benefit and Accidental Death Insurance benefit to a funeral home for payment of burial expenses. After payment has been made for the burial expenses to the assigned funeral home, the remaining death benefit is then paid in accord with the Beneficiary and Settlement Options sections of this Policy.

FACILITY OF PAYMENT

Policy benefits may become payable to an Insured Person's estate, to a minor, or to a person who the Company does not consider competent to give a valid release. In that event, the Company has the option to pay one or more of the following:

- (1) a person who has assumed the care and support of the Insured Person or Beneficiary;
- (2) a person who has incurred expense as a result of the Insured Person's last illness or death;
- (3) the personal representative of the Insured Person's estate; or
- (4) any person related by blood or marriage to the Insured Person.

No payment made under this section may exceed the Facility of Payment Amount shown in the Schedule of Insurance. Any payment made in good faith under this section will fully discharge the Company to the extent of the payment. Any remaining amount of benefit will be paid as shown in the Beneficiary section.

DEATH BENEFIT

AMOUNT PAYABLE ON DEATH. Upon receipt of satisfactory proof of an Insured Person's death, the Company will pay a death benefit equal to the amount of Personal Life Insurance in effect on the date of death. This amount is shown in the Schedule of Insurance. The benefit will be paid as shown in the Beneficiary, Facility of Payment, and Settlement Options sections.

EXCLUSION. Benefits will not be payable if the Insured Person's death:

- (1) results from suicide, while sane or insane; and
- (2) occurs within two years after the Insured Person's Personal Life Insurance or an increased amount of insurance takes effect under the Policy (or under any prior group life insurance policy which the Policy replaced within 1 day of the prior plan's termination date).

This exclusion will apply only to that amount of insurance or increase which was issued subject to evidence of insurability, within the two years prior to the Insured Person's death.

SETTLEMENT OPTIONS

INSTALLMENTS. All or part of the death benefit may be received in installments, by making written election to the Company.

ELECTION. While living, an Insured Person may direct the Company to pay the death benefit in installments. If no such direction is in effect at the time of the Insured Person's death, the Beneficiary may make such an election.

CONDITIONS. Any election, whether by an Insured Person or a Beneficiary, must comply with the Company's practices at the time it is made. The amount applied under a settlement option must be at least \$2,000. It must be sufficient to provide a payment of at least \$20 per month.

CONVERSION PRIVILEGE - CONVERSION BENEFITS

GENERAL BENEFIT. An individual life policy, known as a conversion policy, may be purchased from the Company without evidence of insurability if all or part of anyone's life insurance, provided by this Policy, terminates for any reason except:

- (1) termination or amendment of the Policy; or
- (2) the Insured Person's request for:
 - (a) termination of insurance; or
 - (b) cancellation of payroll deduction.

To purchase a conversion policy, application and payment of the first premium must be made within 31 days after the life insurance is terminated.

Any policy issued under the General Conversion Benefit will:

- (1) be for an amount not to exceed the amount of the life insurance which was terminated;
- (2) be on any form (except term) then issued by the Company at the age and amount for which application is made;
- (3) be issued at the Insured Person's age at nearest birthday;
- (4) be issued without disability or other supplemental benefits; and
- (5) require premiums based on the class of risk to which the person then belongs.

CONVERSION BENEFIT-POLICY TERMINATION OR AMENDMENT. A conversion policy also may be purchased from the Company if:

- (1) all or a part of anyone's insurance terminates due to amendment or termination of this Policy; and
- (2) that person has been covered continuously under this Policy for at least five years.

Any conversion policy issued due to Policy termination or amendment will be subject to the same conditions as a policy issued under the General Conversion Benefit except its amount may not exceed the lesser of:

- (1) \$2,000; or
- (2) the Amount of Life Insurance which terminates less the amount of any group life insurance for which the Insured Person becomes eligible within 31 days after the termination.

PROVISIONS APPLICABLE TO ALL CONVERSION POLICIES

EFFECTIVE DATES. The coverage provided by a conversion policy issued under this Section will be effective on the later of:

- (1) its date of issue; or
- (2) 31 days after the date on which the person's life insurance terminated.

DEATH DURING CONVERSION PERIOD. The Company will pay a death benefit under this Policy equal to the amount of the life insurance which could have been converted, if the person:

- (1) was entitled to purchase a conversion policy; and
- (2) dies within the 31 day conversion period.

This death benefit will be paid even if no one applied for the conversion policy. If the first premium was paid for the conversion policy, the amount of the premium will be refunded and the conversion policy will be void.

NOTICE OF CONVERSION PRIVILEGES-INSURED PERSONS. When an Insured Person's Personal Insurance terminates, written notice of the right to convert will be:

- (1) given personally to the Insured Person;
- (2) mailed by the Group Policyholder to the Insured Person at his last known address; or
- (3) mailed by the Company to the Insured Person at his last known address as furnished by the Group Policyholder.

An additional period in which to convert will be granted if this written notice is not given to the Insured Person at least 15 days before the end of the 31 day conversion period. Any such extension of the conversion period will expire on the earliest of:

- (1) 15 days after the Insured Person is given the written notice; or
- (2) 60 days after the end of the 31 day conversion period even if the Insured Person is never given such notice.

No death benefit will be payable under this Policy after the 31 day conversion period has expired even though the right to convert may be extended.

**CLAIMS PROCEDURES
FOR LIFE OR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

NOTE: This Policy may include an Extension of Death Benefit. If so, please refer to that section for special claim procedures.

NOTICE AND PROOF OF CLAIM

Notice of Claim. Written notice of an accidental death or dismemberment claim must be given within 20 days after the loss occurs; or as soon as reasonably possible after that.* The notice must be sent to the Company's Group Insurance Service Office. It should include:

- (1) the Insured Person's name and address; and
- (2) the number of this Policy.

Claim Forms. When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days; then the Insured Person or Beneficiary (the claimant) may send the Company written proof of claim in a letter. It should state the nature, date and cause of the loss.

Proof of Claim. The Company must be given written proof of claim within 90 days after the date of the loss; or as soon as reasonably possible after that.* Proof of claim must be provided at the claimant's own expense. It must show the nature, date and cause of the loss. In addition to the information requested on the claim form, documentation must include:

- (1) A certified copy of the death certificate, for proof of death.
- (2) A copy of any police report, for proof of accidental death or dismemberment.
- (3) A signed authorization for the Company to obtain more information.
- (4) Any other items the Company may reasonably require in support of the claim.

* **Exception:** Failure to give notice or furnish proof of claim within the required time period will not invalidate or reduce the claim; if it is shown that it was done:

- (1) as soon as reasonably possible; and
- (2) in no event more than one year after it was required.

These time limits will not apply while the claimant lacks legal capacity.

EXAM OR AUTOPSY. At anytime while a claim is pending, the Company may have the Insured Person examined:

- (1) by a Physician of the Company's choice;
- (2) as often as reasonably required.

If the Insured Person fails to cooperate with an examiner or fails to take an exam, without good cause; then the Company may deny benefits, until the exam is completed. In case of death, the Company may also have an autopsy done, where it is not forbidden by law. Any such exam or autopsy will be at the Company's expense.

TIME OF PAYMENT OF CLAIMS. Any benefits payable under this Policy will be paid immediately after the Company receives complete proof of claim and confirms liability.

TO WHOM PAYABLE--Death. Any benefits payable for the Insured Person's death will be paid in accord with the Beneficiary, Facility of Payment, and Settlement Options sections of this Policy. If this Policy includes Dependent Life Insurance; then any benefits payable for an insured Dependent's death will be paid to:

- (1) the Insured Person, if he or she survives that Dependent; or
- (2) the Insured Person's Beneficiary, or in accord with the Facility of Payment section; if the Insured Person does not survive that Dependent.

Dismemberment. If this Policy includes Accidental Death and Dismemberment Benefits; then any benefit, other than the Insured Person's death benefit, will be paid to the Insured Person.

CLAIMS PROCEDURES (Continued)

NOTICE OF CLAIM DECISION. The Company will send the claimant a written notice of its claim decision. If the Company denies any part of the claim; then the written notice will explain:

- (1) the reason for the denial, under the terms of this Policy and any internal guidelines;
- (2) how the claimant may request a review of the Company's decision; and
- (3) whether more information is needed to support the claim.

The Company will send this notice within 15 days after resolving the claim. If reasonably possible, the Company will send it within:

- (1) 90 days after receiving the first proof of a death or dismemberment claim; or
- (2) 45 days after receiving the first proof of a claim for any Extension of Death Benefit available under this Policy.

Delay Notice. If the Company needs more than 15 days to process a claim, in a special case; then an extension will be permitted. If needed, the Company will send the claimant a written delay notice:

- (1) by the 15th day after receiving the first proof of claim; and
- (2) every 30 days after that, until the claim is resolved.

The notice will explain the special circumstances which require the delay, and when a decision can be expected.

In any event, the Company must send written notice of its decision within:

- (1) 180 days after receiving the first proof of a death or dismemberment claim; or
- (2) 105 days after receiving the first proof of a claim for any Extension of Death Benefit available under this Policy.

If the Company fails to do so; then there is a right to an immediate review, as if the claim was denied.

Exception: If the Company needs more information from the claimant to process a claim; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

REVIEW PROCEDURE. The claimant may request a claim review, within:

- (1) 60 days after receiving a denial notice of a death or dismemberment claim; or
- (2) 180 days after receiving a denial notice of a claim for any Extension of Death Benefit available under this Policy.

To request a review, the claimant must send the Company a written request, and any written comments or other items to support the claim. The claimant may review certain non-privileged information relating to the request for review.

Notice of Decision. The Company will review the claim and send the claimant a written notice of its decision. The notice will explain the reasons for the Company's decision, under the terms of this Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim; then the notice will also describe:

- (1) any further appeal procedures available under this Policy;
- (2) the right to access relevant claim information; and
- (3) the right to request a state insurance department review, or to bring legal action.

For a death or dismemberment claim, the notice will be sent within 60 days after the Company receives the request for review; or within 120 days, if a special case requires more time. For a claim for any Extension of Death Benefit available under this Policy, the notice will be sent within 45 days after the Company receives the request for review; or within 90 days, if a special case requires more time.

CLAIMS PROCEDURES (Continued)

Delay Notice. If the Company needs more time to process an appeal, in a special case; then it will send the Insured Person a written delay notice, by the 30th day after receiving the request for review. The notice will explain:

- (1) the special circumstances which require the delay;
- (2) whether more information is needed to review the claim; and
- (3) when a decision can be expected.

Exception: If the Company needs more information from the claimant to process an appeal; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

Claims Subject to ERISA (Employee Retirement Income Security Act of 1974). Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under this Policy, the claimant must first seek two administrative reviews of the adverse claim decision, in accord with this section. If an ERISA claimant brings legal action under Section 502(a) of ERISA after the required reviews; then the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

RIGHT OF RECOVERY. If benefits have been overpaid on any claim; then full reimbursement to the Company is required within 60 days. If reimbursement is not made; then the Company has the right to:

- (1) reduce future benefits until full reimbursement is made; and
- (2) recover such overpayments from the Insured Person, or from his or her Beneficiary or estate.

Such reimbursement is required whether the overpayment is due to fraud, the Company's error in processing a claim, or any other reason.

LEGAL ACTIONS. No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought more than three years after the date written proof of claim is required.

COMPANY'S DISCRETIONARY AUTHORITY. Except for the functions that this Policy clearly reserves to the Group Policyholder or Employer, the Company has the authority to:

- (1) manage this Policy and administer claims under it; and
- (2) interpret the provisions and resolve questions arising under this Policy.

The Company's authority includes (but is not limited to) the right to:

- (1) establish and enforce procedures for administering this Policy and claims under it;
- (2) determine Employees' eligibility for insurance and entitlement to benefits;
- (3) determine what information the Company reasonably requires to make such decisions; and
- (4) resolve all matters when a claim review is requested.

Any decision the Company makes, in the exercise of its authority, shall be conclusive and binding; subject to the Insured Person's or Beneficiary's rights to:

- (1) request a state insurance department review; or
- (2) bring legal action.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

DEATH OR DISMEMBERMENT BENEFIT FOR AN INSURED PERSON. The Company will pay the benefit listed below, if:

- (1) an Insured Person sustains an accidental bodily injury while insured under this provision; and
- (2) that injury directly causes one of the following losses within 365 days after the date of the accident.

The loss must result directly from the injury and from no other causes.

| LOSS | BENEFIT FOR COMMON CARRIER ACCIDENT | BENEFIT FOR OTHER COVERED ACCIDENT |
|--|-------------------------------------|------------------------------------|
| Loss of Life | 2 Times Principal Sum | Principal Sum |
| Loss of One Member (Hand, Foot or Eye) | Principal Sum | ½ Principal Sum |
| Loss of Two or More Members | 2 Times Principal Sum | Principal Sum |

The Principal Sum for the Insured Person's class is shown in the Schedule of Insurance.

MAXIMUM PER PERSON. If an Insured Person sustains more than one loss resulting from the same accident, the benefit:

- (1) will be the one largest amount listed;
- (2) will not exceed two times the Principal Sum for all of that person's combined losses resulting from a Common Carrier Accident; and
- (3) will not exceed the Principal Sum for all that person's combined losses resulting from any other covered accident.

TO WHOM PAYABLE. Benefits for the Insured Person's loss of life will be paid in accord with the Beneficiary section. All other benefits will be paid to the Insured Person.

LIMITATIONS. Benefits are not payable for any loss to which a contributing cause is:

- (1) intentional self-inflicted injury or self-destruction;
- (2) disease, bodily or mental infirmity, or medical or surgical treatment of these;
- (3) participation in a riot;
- (4) duty as a member of any military, naval or air force;
- (5) war or any act of war, declared or undeclared;
- (6) participation in the commission of a felony;
- (7) voluntary use of any controlled substance, as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended; unless prescribed by the Insured Person's Physician;
- (8) travel or flight in any aircraft, including balloons and gliders; except as a fare paying passenger on a regularly scheduled flight; or
- (9) driving while intoxicated.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
CONTINUED**

DEFINITIONS.

"Beneficiary" means the person(s) named on the Insured Person's enrollment form. The Insured Person may change the Beneficiary by filing a written notice of the change with the Company at its Group Insurance Service Office.

"Common Carrier Accident" means a covered accidental bodily injury, which is sustained while riding as a fare paying passenger (not a pilot, operator or crew member) in or on, boarding or getting off from a Common Carrier.

"Common Carrier" means any land, air or water conveyance operated under a license to transport passengers for hire.

"Intoxicated" shall be defined by the jurisdiction where the accident occurs. The exclusion will apply whether or not the driver is convicted.

"Loss of a Member" includes the following:

- (1) "Loss of Hand or Foot," means complete severance through or above the wrist or ankle joint.
- (2) "Loss of an Eye," means total and irrevocable loss of sight in that eye.

SAFE DRIVER BENEFIT

BENEFIT. If an Insured Person dies as a direct result of a covered auto accident, for which Accidental Death and Dismemberment Benefits are payable; then:

- (1) an additional Seat Belt Benefit will be payable, if the Insured Person was wearing a properly fastened seat belt at the time of the accident; and
- (2) an additional Air Bag Benefit will be payable, if the auto was equipped with air bag(s).

The Seat Belt Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less; and the Air Bag Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less. The Seat Belt Benefit and the Air Bag Benefit will not be less than \$1,000 per Insured Person. The Principal Sum is the amount payable because of the Insured Person's accidental death.

A copy of the police report must be submitted with the claim. The position of the seat belt or presence of an air bag must be certified by:

- (1) the official accident report; or
- (2) the coroner, traffic officer or other investigating officer.

Upon receipt of satisfactory written proof, the additional benefit will be paid in accord with the Beneficiary section.

DEFINITIONS. As used in this provision:

"Auto" means a 4-wheel passenger car, station wagon, jeep, pick-up truck or van-type car. It must be licensed for use on public highways. It includes a car owned or leased by the Group Policyholder.

"Intoxicated" shall be defined as by the jurisdiction where the accident occurs.

"Seat Belt" means a properly installed:

- (1) seat belt or lap and shoulder restraint; or
- (2) other restraint approved by the National Highway Traffic Safety Administration.

LIMITATIONS. Safe Driver Benefits will not be paid if:

- (1) the Accidental Death and Dismemberment Benefits is not paid under this Policy for the Insured Person's death; or
- (2) at the time of the accident, the Insured Person or any other person who was driving the auto in which the Insured Person was traveling was driving while intoxicated.

The above limitations will apply, whether or not the driver is convicted.

ISSUED TO: SAMPLES GROUP == PRODUCTION TEST GROUP ==

The Policy is amended by the addition of the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF
LIFE INSURANCE CARRIERS**

This provision prevents loss of life insurance coverage for an Insured Person, which could otherwise occur solely because of a transfer of insurance carriers. This Policy will provide the following Prior Insurance Credit, when it replaces a prior plan.

"**Prior Plan**" means a prior carrier's group life insurance policy, which this Policy replaced within 1 day of the prior plan's termination date.

FAILURE TO SATISFY ACTIVE WORK RULE. Subject to payment of premiums, this Policy will provide life coverage for a Person who:

- (1) was insured under the prior plan on its termination date;
- (2) was otherwise eligible under this Policy; but was not Actively-At-Work due to Injury or Sickness on its Effective Date;
- (3) is not entitled to any extension of life insurance under the prior plan; and
- (4) is not Totally Disabled (as defined in the Extension of Death Benefit section of this Policy) on the date this Policy takes effect.

AMOUNT OF LIFE INSURANCE. Until the Person satisfies this Policy's Active Work rule, the amount of his or her group life insurance under this Policy will not exceed the amount for which the Person was insured under the prior plan on its termination date.

This Amendment takes effect on the effective date of coverage under this Policy. In all other respects, this Policy remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

JOSEPH P. GANIM
Mayor

THOMAS GILL
Director

COMM. 44-18 Ref'd to Contracts Committee on 03/04/2019.

February 27, 2019

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

Re: Resolution Authorizing the Execution of a Professional Services Agreement: Harbor Yard Traffic Management

Attached, please find a Project Summary, Resolution and Proposed Professional Services Agreement, to be referred to the **Committee on Contracts** of the City Council.

If you have any questions or require any additional information please contact me.

Thank you,

Dean Mack
Planner

CC: Tom Gill, Director

RECEIVED
CITY CLERKS OFFICE
19 FEB 27 PM 3:59
ATTEST
CITY CLERK




JOSEPH P. GANIM
Mayor

City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

THOMAS GILL
Director

TO: Honorable Councilpersons

FROM: Dean Mack 
Planner

DATE: February 27, 2019

RE: **Resolution Authorizing the Execution of a Professional Services Agreement: Harbor Yard Traffic Management**

The Office of Planning & Economic Development is requesting the City Council Contracts Committee approval of a contract between the City of Bridgeport and Langan CT, Inc ("Langan").

As you will see in the attached resolution, the contract is to secure Langan's assistance with creating a traffic management plan for events in the Harbor Yard Entertainment District. You are likely familiar with the congestion and long queues that occur when large events are held at Harbor Yard. This project seeks to alleviate those issues through traffic management strategies. The project will be funded and managed by the Office of Planning and Economic Development, in cooperation with the Bridgeport Police Department and the operators of the Harbor Yard entertainment venues.

On June 01, 2018, an RFQ was issued by OPED. Six qualified consultants applied and interviews were held with four of the applicants on August 21, 2018. Two proposals were submitted and a selection committee including representatives of OPED, the BPD, the City Engineer and Harbor Yard Amphitheatre chose Langan based on their quality and experience.

The PSA and attached scope of work commit the City to exchange up to \$60,500 for Langan's services, which will result in a traffic management plan to be completed within six months from the issuance of a notice to proceed. This contract has been reviewed and approved as to form by the Office of the City Attorney.

I look forward to discussing this further with you at the Contracts Committee meeting.

CC: Tom Gill, Director



JOSEPH P. GANIM
Mayor

City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

THOMAS GILL
Director

**A Resolution by the Bridgeport City Council
Authorizing Execution of a
Professional Services Agreement**

WHEREAS, taken together, the Webster Bank Arena and the Harbor Yard Amphitheatre, represent a major entertainment asset for the City and the region (known collectively herein as the "Harbor Yard Entertainment District" or the "District"); and

WHEREAS, it is important to the success of the District that traffic flow be managed to provide patrons convenient arrival and departure to and from events, to minimize broader traffic congestion impacts on local roads and highways, and to optimize the functionality of parking facilities in and around the District; and

WHEREAS, the City's Office of Planning and Economic Development ("OPED") published a Request for Qualifications ("RFQ") for a consultant to assist the City in the creation of a traffic management plan for the District; and

WHEREAS, OPED received six proposals, and after reviewing consultant qualifications and project proposals, has selected Langan CT, Inc (the "Consultant") as the most qualified consultant; and

WHEREAS, OPED wishes to recommend the Consultant and the attached "Professional Services Agreement" to the City Council for approval; and

WHEREAS, the OPED is utilizing capital funding to contract with the Consultant; and

NOW THEREFORE, BE IT RESOLVED that the Bridgeport City Council approves the attached Professional Services Agreement between the Consultant and OPED;

BE IT FURTHER RESOLVED that the Director of OPED, or his designee, is hereby authorized to execute the Professional Services Agreement substantially in the form attached hereto and made a part hereof, subject to the final approval of the City Attorney's Office as to form and content, and is further authorized to execute any and all other documents and to do any and all other things necessary in furtherance of and consistent with this resolution in the best interests of the City.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the ___ day of January, 2019 (the "Agreement") is hereby entered into between **Langan,**^{CT, Inc.} a Corporation organized under the laws of the State of New Jersey and registered to do business in the State of Connecticut, with offices at 555 Long Wharf Drive, New Haven, Connecticut 06511 (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 published a Request For Qualifications dated June 20, 2018 seeking a consultant to perform a parking study and strategies (the "**RFP**"), a copy of which is incorporated by reference as if fully set forth herein;

WHEREAS the Consultant submitted its proposal dated 20 June 2018 in response to the RFP (the "**Proposal**") a copy of which is incorporated herein by reference as if fully set forth herein: and

WHEREAS the Consultant agrees to commence its services described herein and agrees to perform the same in accordance with this agreement and as specifically directed by the City.

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

The above recitals are incorporated into the body of this agreement as if fully set forth herein.

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Consultant to analyze the current parking and circulation in and around the HarborYard area located in the area of Broad Street near its intersection with South Frontage Road including the various transportation networks used to access parking, the efficiency of current parking strategies, and the impact of internal parking lot ingress and circulation on the surrounding road network particularly with respect to the parking needs of the Webster Bank Arena and the proposed Amphitheater now under construction, and to recommend an event parking management strategy, an internal parking lot circulation plan, and general traffic circulation strategy that will better manage and enhance parking for event users and the general public as more particularly set forth on **Exhibit A** attached hereto and made a part hereof (the "**Services**").

2. Term of Engagement. This Agreement shall commence within five (5) business days of the date last below written and shall continue in full force and

effect until the Services are completed according to this Agreement, until the earlier termination of this Agreement as provided herein, or on December 31, 2019, whichever event occurs first ("Term"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which work has been accepted in due course by the City.

3. Record of Activities. The Consultant shall maintain contemporaneous records of tasks performed in sufficient detail requested by the City, which records shall be submitted to the City promptly as the work progresses, or unless otherwise directed by the City. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.

4. Payment.

The parties understand that the Consultant will provide its Services on the basis of the scope of services set forth in Exhibit A and shall be paid the total sum of SIXTY-THOUSAND & FIVE HUNDRED (\$ 60,500) Dollars, including reimbursable expenses described therein.

(b) Payment. The Consultant will submit its invoices with all backup documentation, activities conducted, reimbursable expenses with receipts, and the like, to the City on a monthly basis for the prior month's Services rendered and any reimbursable expenses incurred, which invoices the City shall pay within forty-five (45) days after receipt of a complete invoice.

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

6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title and interest in such the Consultant's work (the "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. Notwithstanding the foregoing provisions of this Section 6, the City's rights in the Work and Consultant's obligations as provided above are conditioned on Consultant's receipt of payment of all amounts due to it pursuant to this Agreement.

7. Confidential Information.

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

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

8. Non-circumvention. [INTENTIONALLY OMITTED]

9. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Proprietary Rights 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/or 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 warrants that it 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 and warrants 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 warrants that Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

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

(f) The Consultant represents and warrants 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 exercise the Standard of Care (as defined below) to comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(g) The Consultant represents that it will perform the Services in a manner consistent with the exercise of the Standard of Care and will diligently pursue the completion of same in accordance with the terms of this Agreement.

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

(i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third

persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

(j) The Consultant represents that its services will be performed in accordance with this agreement in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed in the State of Connecticut (the "Standard of Care").

11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available to a purchaser of goods under the Uniform Commercial Code.

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

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

If to the City:

Director, Office of Planning and Economic Development
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

with a copy to:

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

If to the Consultant:

At the address specified above.

with a copy to: *JOHN D. PLANTE*

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 and Representations").

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

14. Resolution of Disputes and Choice of Law.

The parties agree that all disputes between them arising under this agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, shall be resolved in a court of competent jurisdiction over the parties located in Fairfield County, Connecticut.

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, and employees from and against any and all liabilities and obligations for damages arising out of third party tort claims, to the extent caused by the negligence or willful misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from negligent performance of 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, except for Worker's Compensation/Employer's Liability and Professional Liability insurance, 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 or authorized 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 pursuant to the latest edition of ISO Form CG 00 01, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and general aggregate and \$300,000 property damage.

Commercial 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 have limitations of \$1,000,000 combined primary and excess coverage for each accident with a combined single limit for bodily injury, personal injury and property damage.

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

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

Cancellation notice—The City shall be entitled to receive from the insurance carriers **by policy endorsement** not less than 30 days'

written notice of cancellation, non-renewal to be given to the City at: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance delivered to the City and authorized and executed by the 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 on all policies of primary and excess insurance coverages, except for Worker's Compensation/Employer's Liability and Professional Liability insurance, as additional insured parties **by policy endorsement** and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed or authorized 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, ATIMA
Attention: Purchasing Agent
999 Broad Street
Bridgeport, Connecticut 06604"

18. **Non-discrimination.** The Consultant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the

provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

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

20. Miscellaneous.

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

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

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

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules

or regulations which prevent any party's ability to perform its respective obligations under this agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

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

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

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

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

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

(j) Property Access. The parties understand that it is the City's obligation to obtain legal access to City property where the Consultant's Services are to be performed. The Consultant shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested or directed by the City in writing.

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

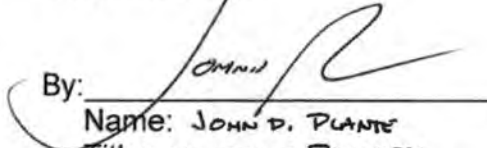
CITY OF BRIDGEPORT

By: _____
Name:
Title:

CONSULTANT

Sara L Wood

Eric Banachin

By: 
Name: JOHN D. PLANTE
Title: MANAGING PRINCIPAL
duly-authorized

Scope of Services

Revised January 29, 2019

Via Email: Dean.Mack@Bridgeportct.gov

Dean Mack
Planner
Office of Planning and Economic Development
City of Bridgeport
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

**RE: Proposal for Traffic and Parking Management Consulting Services
Harbor Yard Parking Study and Strategies (the "Project")
Bridgeport, CT**

Dear Dean:

Langan is pleased to submit this proposal to perform traffic circulation assessment and parking management consulting services for the above referenced project in Bridgeport, Connecticut.

We understand that the existing Harbor Yards baseball stadium is being re-purposed as a music venue and the existing Webster Bank Arena will remain. We have been selected to advise the city on potential traffic circulation and parking improvements to help address the concerns with the existing circulation issues during events at the complex. This proposal is for the initial consulting to evaluate the existing issues and advise the city on potential mitigation and traffic/parking management strategies. The ability to work closely with Live Nation, the new operator of the music venue, and the operator of the arena, will be important to understanding the existing and potential marketing and operations strategies for the complex.

The following details our proposed scope of services and associated fees.

SCOPE OF SERVICES

A. DATA COLLECTION

To understand the prevailing traffic conditions in the study area, we suggest conducting an initial stakeholder outreach meeting. We would look to the city to identify the stakeholders you would like to attend this meeting. This feedback will set the baseline for establishing a traffic data collection and parking survey program. In addition, these discussions will guide us on the availability of any relevant existing data (such as traffic volume counts, pedestrian counts, parking

We will estimate the parking demand for the new venue and will compare it to the existing non-event and event parking demand to determine any anticipated parking surplus or shortfall. The location and supply of available parking will be graphically illustrated in figures.

C. EVENT DAY OBSERVATIONS

Langan will observe two events at the Webster Bank Arena to evaluate existing traffic and pedestrian operations, and to develop recommendations for operational improvements for both the arena and the amphitheater. These observations will begin three (3) hours prior to start of the event and will conclude after the event's egress has finished. We will position ourselves at key vantage points throughout the study area to obtain aerial and ground level observations. Langan will provide three staff members to perform the on-site event observations.

We will also deploy an additional staff member at an off-site location to monitor the real-time traffic flow and/or traffic camera information provided by Google Maps, WAZE, CTDOT, etc. This regional traffic flow monitoring will provide us a broader understanding of the travel patterns and congestion areas as well as help direct staff in the field to key observation areas at the appropriate times.

Langan will coordinate with the city to determine the appropriate two (2) events to perform observations.

D. EVENT OBSERVATION PRESENTATION & MEETING

Langan will provide a detailed summary of the current event traffic operations as well as recommendations for operational improvements. The summary will include photos, figures, and any other corresponding traffic and pedestrian data collected during observations. This summary along with additional video footage will be used to present our findings in the observation summary meeting. We know the value of presenting our recommendations in-person with videos / photos / illustrations so that the city can understand the problems. If the city would like to invite stakeholders to this presentation, it can help them become vested in the recommendations for operational improvements. This meeting will give us an opportunity to directly address questions and provide the answers to garner the support needed for stakeholder concurrence on the proposed recommendations that will be used in the Event Parking Management Strategy and Parking Lot Circulation Plan.

E. RECOMMENDATIONS

Based on the evaluation / analyses conducted for the existing event conditions and our previous experience at other venues; Langan will assist the city in developing an Event Parking Management Strategy and a Parking Lot Circulation Plan.

These plans will consider the following: traffic signal control strategies, pedestrian control measures, temporary road closures and one way patterns, ideal circulation routes, appropriate amount of traffic officers and other personnel required to carry out traffic control strategies, phased parking plans, mobile directioning applications, social media education, enhanced pedestrian and bicycle amenities, transit enhancements, and rideshare & valet operations.

ASSUMPTIONS, CONDITIONS AND EXCLUSIONS

Expenses (Allowance)

Expenses such as event parking, airfare, mileage, reproduction and other reimbursable expenses will be on a not-to-exceed allowance, and itemized for your review and approval in advance for individual items exceeding \$500 dollars or more. The extent of expenses is unknown and will be billed as they are incurred.

Additional Meetings / Tasks / Coordination (Out of Scope)

Additional meetings, tasks, and coordination above and beyond the scope of services described in this proposal will require a supplemental scope & fee. Meetings include travel time to and from the meeting location where applicable.

We assume that the city will provide any available data pertinent to our study. This also includes requesting data from private stakeholders.

Intersection capacity analyses are not included in this proposal, but can be provided for an additional scope & fee if desired.

We assume that, unless otherwise indicated, we have the right to include information regarding this project and the services we provided in our future marketing materials.

Should you have any questions or concerns regarding the assumptions, conditions, and exclusions described above or additional assumptions included in this proposal, please bring them to our attention before authorization of this proposal.

FEE

Our estimate of fees for this Scope of Services is as follows:

| | |
|--|------------------|
| A. Data Collection | \$ 10,500 |
| B. Parking Demand Analysis | \$ 4,500 |
| C. Event Day Observations | \$ 8,500 |
| D. Summary Memo & Presentation | \$ 9,000 |
| E. Recommendations | \$ 10,500 |
| F. WAZE Global Event Partner Setup | \$ 2,500 |
| Lump Sum Total | \$ 45,500 |
| | |
| G. Meetings & Coordination (Allowance) | \$ 9,500 |
| Expenses (Allowance) | \$ 5,500 |
| Allowance Total | \$ 15,000 |
| | |
| Combined Project Total | \$ 60,500 |

All non-allowance tasks will be billed on a not-to-exceed lump sum basis in accordance with our General Terms and Conditions and Supplemental Terms and Conditions, which is attached to this proposal. Allowance tasks will be billed on a time & material basis as they are incurred.

AUTHORIZATION

Receipt of this Proposal, including the attached General Terms and Conditions and Supplemental Terms and Conditions, is hereby acknowledged and accepted.

Dean Mack
Planner
Office of Planning and Economic Development
City of Bridgeport
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

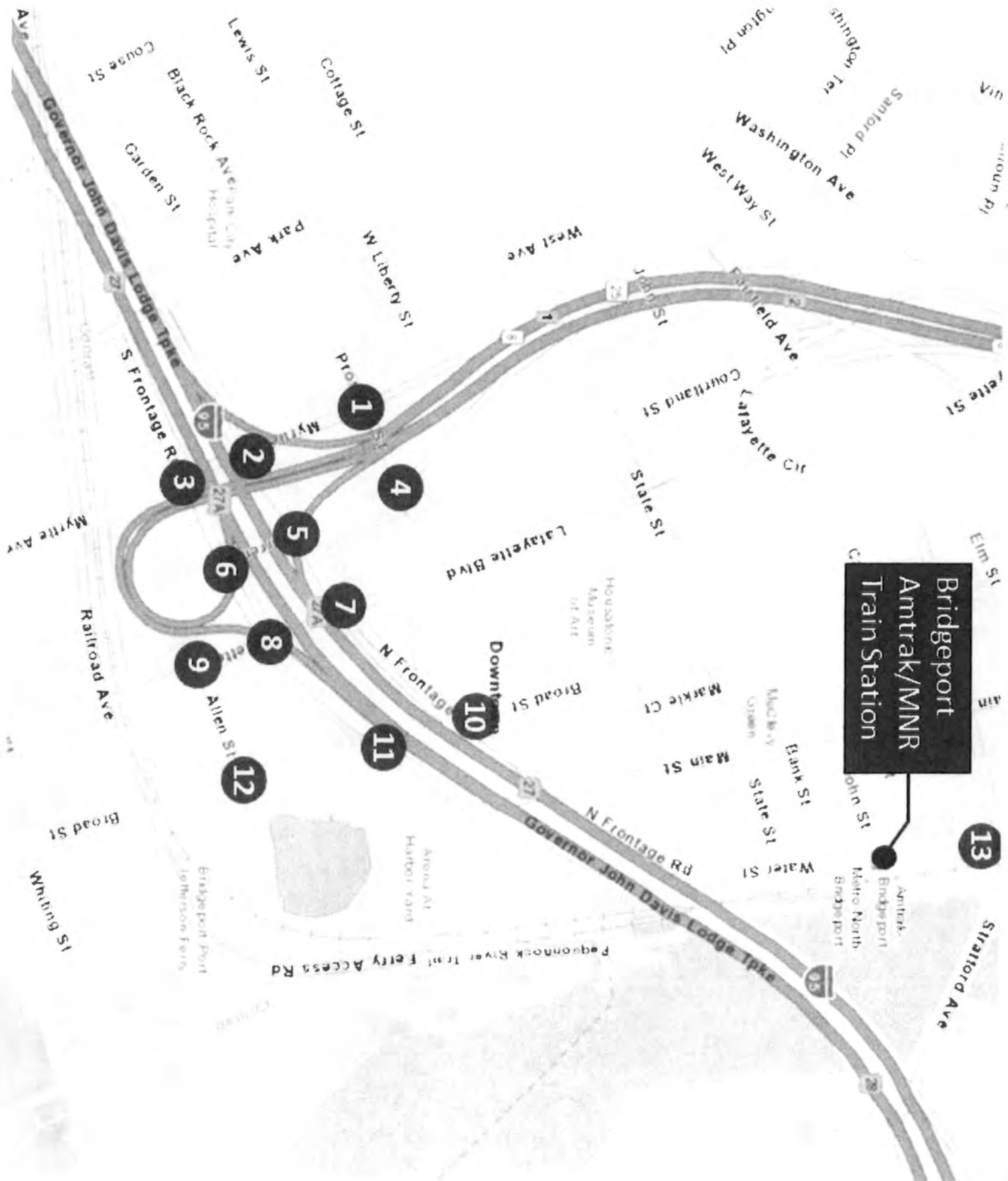
**Re: Proposal for Traffic and Parking Management Consulting Services
Harbor Yard Parking Study and Strategies (the "Project")
Bridgeport, CT**

Signature: _____
Printed Name: _____
Title: _____
(Authorized representative)
Company: _____ ("Client")
Date: _____

Invoices should be directed to the following person:

Name: _____
Email address: _____
Phone: _____

Langan CT, Inc. will be the contracting entity for this proposed work. All of the work will be performed by Langan Engineering and Environmental Services, Inc., which will contract to Langan CT, Inc.



Bridgeport
Amtrak/MNR
Train Station

13

1

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3

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5

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11

12

Proposed Project Schedule, Harbor Yard: Parking Study and Strategies

| Task | Projected Duration/Phase | | | | |
|--|--------------------------|---------|----------|----------|---------|
| | 2018 | 2018 | 2018 | 2018 | 2019 |
| Year | September | October | November | December | January |
| Month | | | | | |
| Review of Available Data and Information | | | | | |
| Real-Time Event Observations | | | | | |
| Traffic and Parking Data Collection | | | | | |
| Existing Conditions Analysis | | | | | |
| City of Bridgeport Review and Comment Period | | | | | |
| Event Parking Management Strategy | | | | | |
| Parking Lot Circulation Plan | | | | | |
| City of Bridgeport Review and Comment Period | | | | | |
| Final Report/Recommendations & Strategies | | | | | |
| Deliverables (*) | | | | | |
| Draft Existing Traffic and Parking Conditions Report | | | | | |
| Draft Event Parking Management Strategy | | | | | |
| Draft Parking Lot Circulation Plan | | | | | |
| Final Traffic and Parking Report | | | | | |

| Key Event Observations (\$) | Date |
|-----------------------------|-----------|
| NV Rangers Preseason Game | 22-Sep-18 |
| Monster Jam | 26-Oct-18 |
| Monster Jam | 27-Oct-18 |



City of Bridgeport
DEPARTMENT OF PUBLIC FACILITIES

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

JOSEPH P. GANIM
Mayor

JOHN K. RICCI
Director Of Public Facilities

COMM. #45-18 Ref'd to Public Safety & Transportation Committee
on 03/04/2019

February 27, 2019

TO: Frances Ortiz
City Clerk's Office

FOR: City of Bridgeport City Council

Please forward the attached Resolution and Exhibit A to the members of the City Council for their review and referral to the Public Safety & Transportation Committee, per the "Resolution Regarding Sidewalk Repair Pilot Program".

Thank you,

John Ricci
Director, Public Facilities

JKR:bll

cc: Bonnie Lambert, Public Facilities
Michael Jankovsky, Office of the City Attorney

RECEIVED
CITY CLERKS OFFICE
19 FEB 27 PM 2:15
TEST
CITY CLERK

RESOLUTION

WHEREAS, numerous sidewalks in the City of Bridgeport ("City") are in varying states of disrepair; and

WHEREAS, the City can be held liable under certain circumstances for injuries which may occur due to disrepair of sidewalks; and

WHEREAS, the City has the right to force sidewalk repairs and recoup from the homeowner 100% of the costs of the repair; and

WHEREAS, the Administration desires to continue its efforts to make the City a safer place for its citizens and visitors to live and work; and

WHEREAS, the City desires to engage in an aggressive and proactive pilot program to have sidewalks repaired; and

WHEREAS, on May 1, 2017, the City Council passed a resolution which stated:

NOW, THEREFORE, in furtherance of public safety and the need for a City-wide program to repair these sidewalks in a progressive, fair, deliberate manner and in accordance with the available funding, it is hereby RESOLVED by the City Council, in support and approval of the pilot program, that the City proceed with sidewalk repair pilot program and to the extent the City causes participants' sidewalks to be repaired, to absorb fifty (50%) percent of the cost of the same, apply such Senior Citizen and Social Security Disability credits as may be applicable, and invoice the homeowner(s) the remaining balance. Should the invoice remain unpaid for thirty (30) days, and should the actual costs NOT exceed 110% of the estimates set forth to the Council in advance, the City Council will approve and accept the then filing of the appropriate lien(s) against the respective property(ies), providing, however, the City is not hereby authorized to pursue a foreclosure on a sidewalk repair lien, but rather should await payment from the affected owners, mortgagees, insurance companies, or through a sale of the subject parcel; and

WHEREAS, the approval of the Program was contingent on the Department of Public Facilities causing periodic lists of anticipated sidewalk repairs and estimated costs to be submitted to the Council for permission to lien those parcels in the event that the City causes said repairs to be made and should respective homeowner(s) fail to pay the remaining invoice within thirty (30) days of mailing of the invoice (the City may, prior to completing the repair, work out a payment arrangement with the homeowner as exigencies may require); and

WHEREAS, the City has compiled the third list which is attached hereto and made a part hereof as Exhibit A.

2019 First Round of City Sidewalk Repair Program list of repairs.

NOW THEREFORE, pursuant to the approved Sidewalk Repair Pilot Program, it is hereby RESOLVED BY THE CITY COUNCIL, that the City proceed with the repairs set forth in Exhibit A and it is further RESOLVED that if any of the homeowners participating in the Program fail to pay their fifty (50%) percent within the allotted time and/or fail to work out and adhere to an approved payment schedule, the City Council hereby approves the filing of a lien on those respective parcels for the actual cost of repairs, but in no event more than 10% more than the estimates set forth in Exhibit A, but also NOT foreclose or sell such sidewalk repair liens as per the Program's initial approval.

SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES
Submitted for City Council Review and Referral to Committee - February 27, 2019

| At House # | At Street | Zip | Owner First | Owner Last | Homeowner | COB | Total |
|------------|----------------------|-------|--------------------|--------------------|------------|------------|-------------|
| 50 | Beacon Street | 06605 | Wayne | Hiller | \$852.00 | \$852.00 | \$1,704.00 |
| 124 | Bradley Street | 06610 | Richard | Quesada, Jr. | \$2,601.25 | \$2,601.25 | \$5,202.50 |
| 301 | Cleveland Avenue | 06604 | Safwan | Wahb | \$1,405.00 | \$1,405.00 | \$2,810.00 |
| 306 | Cleveland Avenue | 06604 | Sherry | Morello | \$3,311.25 | \$3,311.25 | \$6,622.50 |
| 819 | Cleveland Avenue | 06604 | Noel & Anne | Cleary | \$2,435.75 | \$2,435.75 | \$4,871.50 |
| 463 | Courtland Avenue | 06605 | Sheila | Sholz | \$2,824.00 | \$2,824.00 | \$5,648.00 |
| 67 | Crowther Avenue | 06605 | Susana | Mercado | \$2,210.25 | \$2,210.25 | \$4,420.50 |
| 54 | Elmwood Place | 06605 | Merlin | Rosal | \$2,449.25 | \$2,449.25 | \$4,898.50 |
| 138 | Fayerweather Terrace | 06605 | Kevin & Marissa | O'Malley | \$6,006.75 | \$6,006.75 | \$12,013.50 |
| 71 | Fourth Street | 06607 | Kayana | Banks | \$2,915.00 | \$2,915.00 | \$5,830.00 |
| 67 | Hale Terrace | 06610 | Daniel & Aida | Cartagena | \$3,318.75 | \$3,318.75 | \$6,637.50 |
| 220 | Harral Avenue | 06604 | Alberto | Rodriguez | \$3,143.50 | \$3,143.50 | \$6,287.00 |
| 54 | Herkimer Street | 06604 | Louis | Gonzalez | \$2,250.75 | \$2,250.75 | \$4,501.50 |
| 421 | Hollister Street | 06607 | Miladys | Velez | \$1,185.75 | \$1,185.75 | \$2,371.50 |
| 202 | Iranistan Avenue | 06604 | Takafuni | Kojima, et al | \$5,054.25 | \$5,054.25 | \$10,108.50 |
| 382 | Jackson Avenue | 06606 | Steven & Gwendolyn | Eidukonis | \$2,351.50 | \$2,351.50 | \$4,703.00 |
| 139 | Judson Place | 06610 | Mattie Mitchell | & Cynthia Hilliard | \$2,325.00 | \$2,325.00 | \$4,650.00 |
| 250 | Lake Avenue | 06605 | John Delcegno | & Lucy Fiore | \$1,723.75 | \$1,723.75 | \$3,447.50 |
| 2 | Louisiana Avenue | 06610 | Buenaventura | Rodriguez | \$2,453.75 | \$2,453.75 | \$4,907.50 |
| 2470 | Madison Avenue | 06606 | Lisa | Bermudez | \$1,869.50 | \$1,869.50 | \$3,739.00 |
| 183 | Maplewood Avenue | 06605 | Edwin & Julia | Soto | \$5,724.50 | \$5,724.50 | \$11,449.00 |
| 358 | McKinley Avenue | 06604 | Daniel & Anna | Melendez | \$2,843.25 | \$2,843.25 | \$5,686.50 |
| 1259 | Noble Avenue | 06608 | Efrain | Vega | \$3,398.75 | \$3,398.75 | \$6,797.50 |
| 85 | Northfield Street | 06606 | Thomas | Perez | \$2,473.50 | \$2,473.50 | \$4,947.00 |
| 611 | Ogden Street | 06608 | Peter | Hristov | \$2,992.75 | \$2,992.75 | \$5,985.50 |
| 45 | Ohio Avenue | 06610 | Alison | Baldwin | \$2,557.50 | \$2,557.50 | \$5,115.00 |
| 155 | Palisade Avenue | 06610 | William | Taft, Jr. | \$8,951.75 | \$8,951.75 | \$17,903.50 |
| 5 | Pierce Avenue | 06604 | William & Phyllis | Schwartz | \$5,251.50 | \$5,251.50 | \$10,503.00 |
| 43 | Pixlee Place | 06610 | Demetria | Horlman-McKenzie | \$2,106.00 | \$2,106.00 | \$4,212.00 |

SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES
Submitted for City Council Review and Referral to Committee - February 27, 2019

| At House # | At Street | Zip | Owner First | Owner Last | Homeowner | COB | Total |
|------------|---|-------|--------------------------------------|----------------|-------------|-------------|--------------|
| 72 | Read Street | 06607 | Rosie | Slade | \$2,353.75 | \$2,353.75 | \$4,707.50 |
| 112 | Read Street | 06607 | Dorothy & Dixon | Pettway | \$2,261.75 | \$2,261.75 | \$4,523.50 |
| 315 | Tesiny Avenue | 06606 | Kim A. | Burgos-Billups | \$2,294.75 | \$2,294.75 | \$4,589.50 |
| 394 | West Morgan Avenue | 06604 | Yolanda | Padilla | \$2,521.75 | \$2,521.75 | \$5,043.50 |
| 208 | Wheeler Avenue | 06606 | Joy Marie | Rhone | \$1,973.00 | \$1,973.00 | \$3,946.00 |
| 44 | Woodmont Avenue | 06606 | Gilbert & Sandra | Bahamundi | \$2,405.00 | \$2,405.00 | \$4,810.00 |
| 161 | Woodside Avenue | 06606 | Marvin & Leb | Gonzalez | \$1,448.50 | \$1,448.50 | \$2,897.00 |
| 183 | Wordin Avenue | 06605 | Darren | Henry | \$2,669.00 | \$2,669.00 | \$5,338.00 |
| | The Success Village Apartments, Inc. - Perimeter Only | 06610 | The Success Village Apartments, Inc. | | \$75,672.00 | \$75,672.00 | \$151,344.00 |



JOSEPH P. GANIM
Mayor

City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

ISOLINA DeJESUS
Administrative Manager
Central Grants

COMM. #46-18 Ref'd to Public Safety & Transportation Committee
on 03/04/2019

February 27, 2019

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

**Re: Resolution –State of Connecticut Department of Transportation (FY18-FY23)
Speed and Aggressive Driving Enforcement
Click it or Ticket Enforcement
Distracted Driving- High Visibility Enforcement**

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Transportation** to be referred to the **Committee on Public Safety and Transportation** of the City Council.

**Grants: State of Connecticut Department of Transportation
Speed and Aggressive Driving Enforcement (#19323-#23323)
Click it or Ticket Enforcement (#19326-#23326)
Distracted Driving- High Visibility Enforcement (#19327-#23327)**

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

Thank you,

Melissa Oliveira
Central Grants Office

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CITY CLERK



GRANT SUMMARY

PROJECT TITLES: **State of Connecticut Department of Transportation
Speed and Aggressive Driving Enforcement (#19323-#23323)
Click it or Ticket Enforcement (#19326-#23326)
Distracted Driving- High Visibility Enforcement (#19327-#23327)**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Melissa Oliveira**

PHONE NUMBER: **203-332-5665**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Police Department is seeking funds available annually through formula grants for reimbursement of safe driving enforcement. The funds will be used to cover the overtime for the traffic detail during specific times of the year as dictated by the funder and pre-determined locations based on high traffic volume. This resolution is being requested to cover a 5-year period due to the purpose and allocation remaining relatively the same from year to year. In addition, the timeframe for the submission of application to project completion is typically shorter than the Council Resolution timeframe.

CONTRACT PERIOD: FY18-FY23

| FUNDING SOURCES (include matching funds): | |
|---|---|
| Federal: | \$ |
| State: | Funding allocations are based on population |
| City: | \$ |
| Other: | \$ |

| GRANT FUNDED PROJECT FUNDS REQUESTED | |
|--------------------------------------|----|
| Salaries/Benefits: | \$ |
| Supplies: | \$ |
| Construction: | \$ |
| Other: | \$ |

| MATCH REQUIRED | | |
|--------------------|------|---------|
| | CASH | IN-KIND |
| Source: N/A | | |
| Salaries/Benefits: | \$ | \$ |
| Supplies: | \$ | \$ |
| Construction: | \$ | \$ |
| Other: | \$ | \$ |

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Department of Transportation
Speed and Aggressive Driving Enforcement (#19323-#23323)
Click it or Ticket Enforcement (#19326-#23326)
Distracted Driving- High Visibility Enforcement (#19327-#23327)**

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

WHEREAS, this funding has been made possible through the **State of Connecticut Department of Transportation**; and

WHEREAS, funds under these grants will be used to cover overtime costs of personnel during traffic enforcement details; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit applications to the **State of Connecticut Department of Transportation** to demonstrate a commitment to safer driving habits.

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

1. That it is cognizant of the City's grant applications to and contract with the **State of Connecticut Department of Transportation** for the purpose of; **Speed and Aggressive Driving Enforcement; Click it or Ticket Enforcement; Distracted Driving- High Visibility Enforcement** and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such applications with the **State of Connecticut Department of Transportation** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS
Michael C. Jankovsky
Richard G. Kascaak, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Tyisha S. Toms
Lisa R. Trachtenburg

ASSISTANT CITY ATTORNEYS
Dina A. Scalo
Eroll V. Skyers
Tamara J. Titre

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



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ATTEST
CITY CLERK

February 25, 2019

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

Re: **Settlement of Claim, Vernell Smith v. The Child and Family Guidance Center, Inc.**

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$19,500.00 payable to Miller, Rosnick, D'Amico, August & Butler, P.C., Trustee for Vernell Smith. The action was claiming injuries sustained when plaintiff fell on a defective sidewalk on Fairfield Avenue on April 12, 2016.

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

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with my Paralegal, Shakira Simpson, who will then follow up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

R. Christopher Meyer
City Attorney

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS
Michael C. Jankovsky
Richard G. Kascah, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Tyisha S. Toms
Lisa R. Trachtenburg

ASSISTANT CITY ATTORNEYS
Dina A. Scalò
Eroll V. Skyers
Tamara J. Titre



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

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19 FEB 27 AM 10:51
TEST
CITY CLERK

February 25, 2019

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

Re: **Settlement of Claim, Adalberto Planas, Jr. v. Armando Imbro & City of Bridgeport**

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$17,500.00 payable to Ventura Law, Trustee, and Adalberto Planas, Jr. The action was claiming injuries sustained when a City owned vehicle, operated by the defendant, Armado Imbro, struck the plaintiff's vehicle near the intersection of Ardmore Street and Ruth Street on February 2, 2015.

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

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with Paralegal Amanda Keppler who will then follow up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

R. Christopher Meyer
City Attorney

Cc: City Clerk
Mark T. Anastasi, Esq.



JOSEPH P. GANIM
Mayor

City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

ISOLINA DeJESUS
Administrative Manager
Central Grants

COMM. #49-18 Ref'd to ECD&E Committee on 03/04/2019

February 27, 2019

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

**Re: Resolution –Connecticut Department of Transportation – Local Bridge Program
(#19202/8P663)**

Attached, please find a Grant Summary and Resolution for the **Connecticut Department Of Transportation – Local Bridge Program** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

Grant: Connecticut Department of Transportation – Local Bridge Program

If you have any questions or require any additional information, please contact me at 203-576-7134 or isolina.dejesus@Bridgeportct.gov.

Thank you,

Isolina DeJesus
Central Grants Office

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ISOLINA
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Transportation – Local Bridge Program
(Congress Street Bridge)

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Isolina DeJesus**

PHONE NUMBER: **203-576-7134**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport is seeking funds to assist with the replacement of the currently inoperable Congress Street Bridge with a fixed span bridge.

CONTRACT PERIOD: To Be Determined

| FUNDING SOURCES (include matching funds): | |
|---|------------------------------------|
| Federal: | \$ |
| State: | \$ 12,000,000 |
| City: | \$ 12,000,000 (Capital Bond Funds) |
| Other: | \$ |

| GRANT FUNDED PROJECT FUNDS REQUESTED | |
|--------------------------------------|---------------|
| Salaries/Benefits: | \$ |
| Supplies: | \$ |
| Construction: | \$ 12,000,000 |
| Other: | \$ |

| MATCH REQUIRED | | |
|-----------------------------------|---------------|---------|
| | CASH | IN-KIND |
| Source: Capital Bond Funds | | |
| Salaries/Benefits: | \$ | \$ |
| Supplies: | \$ | \$ |
| Construction: | \$ 12,000,000 | \$ |
| Other: | \$ | \$ |

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Department of Transportation –
Local Bridge Program (#19202/8P663)**

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

WHEREAS, this funding has been made possible through the **State of Connecticut Department of Transportation – Local Bridge Program**; and

WHEREAS, funds under this grant will be used to support construction of a fixed bridge to replace the existing non-operational Congress Street Bridge; and

WHEREAS, a 50% cash match is required for this program and was adopted by the City Council as part of the 5-year Capital Budget on December 03, 2018; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Transportation** to support the replacement of the Congress Street Bridge.

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

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



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

JOSEPH P. GANIM
Mayor

COMM. #50-18 Ref'd to ECD&E Committee
on 03/04/2019

THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

February 26, 2019

Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06605

RE: Resolution Authorizing Property Acquisitions Per East End NRZ Plan

Dear City Clerk:

Attached, please find a resolution that would authorize the City to acquire certain properties in accordance with the objectives of the East End Neighborhood Revitalization Zone Strategic Plan of Action. This item is for referral to the Economic and Community Development and Environment Committee.

Sincerely,

Bill Coleman
Deputy Director

CC: Tom Gill

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CITY CLERK

**A Resolution Authorizing the Acquisition of Property in Accordance with the East End
Neighborhood Revitalization Plan**

Whereas, on March 21, 2005, pursuant to Connecticut Public Act 340, "An Act Establishing a Neighborhood Revitalization Zone Process," the City Council adopted the East End Neighborhood Revitalization Zone boundaries, via Resolution Item #47-04, and subsequently on November 6, 2006, via City Council Item *280-05(A), made certain findings and established certain language within the Bridgeport Municipal Code relevant to The East End Neighborhood Revitalization Zone ("NRZ"), and concurrently on November 6, 2006, via City Council Item *280-05(B), adopted the East End NRZ Strategic Plan of Action (the "EENRZ Plan") dated August 30, 2005;

Whereas, the EENRZ Plan calls for the commercial redevelopment of the approximately 3-acre block bounded by Stratford Avenue, Central Avenue, Revere Street, and Newfield Avenue, commonly known as the Civic Block, (herein referred to as the "Civic Block");

Whereas, in order to advance the redevelopment of the Civic Block to include a newly renovated and expanded Newfield Library as well as a 25,000 square-foot retail plaza, the City Council approved Resolution Item #49-14 on June 1, 2015, authorizing the acquisition and disposition of the fourteen individual properties within the Civic Block in accordance with the EENRZ Plan;

Whereas, the EENRZ Plan also called for an emphasis on strengthening the Stratford Avenue Corridor via an integrated development strategy to include infill housing in target areas around the core of the Civic Block;

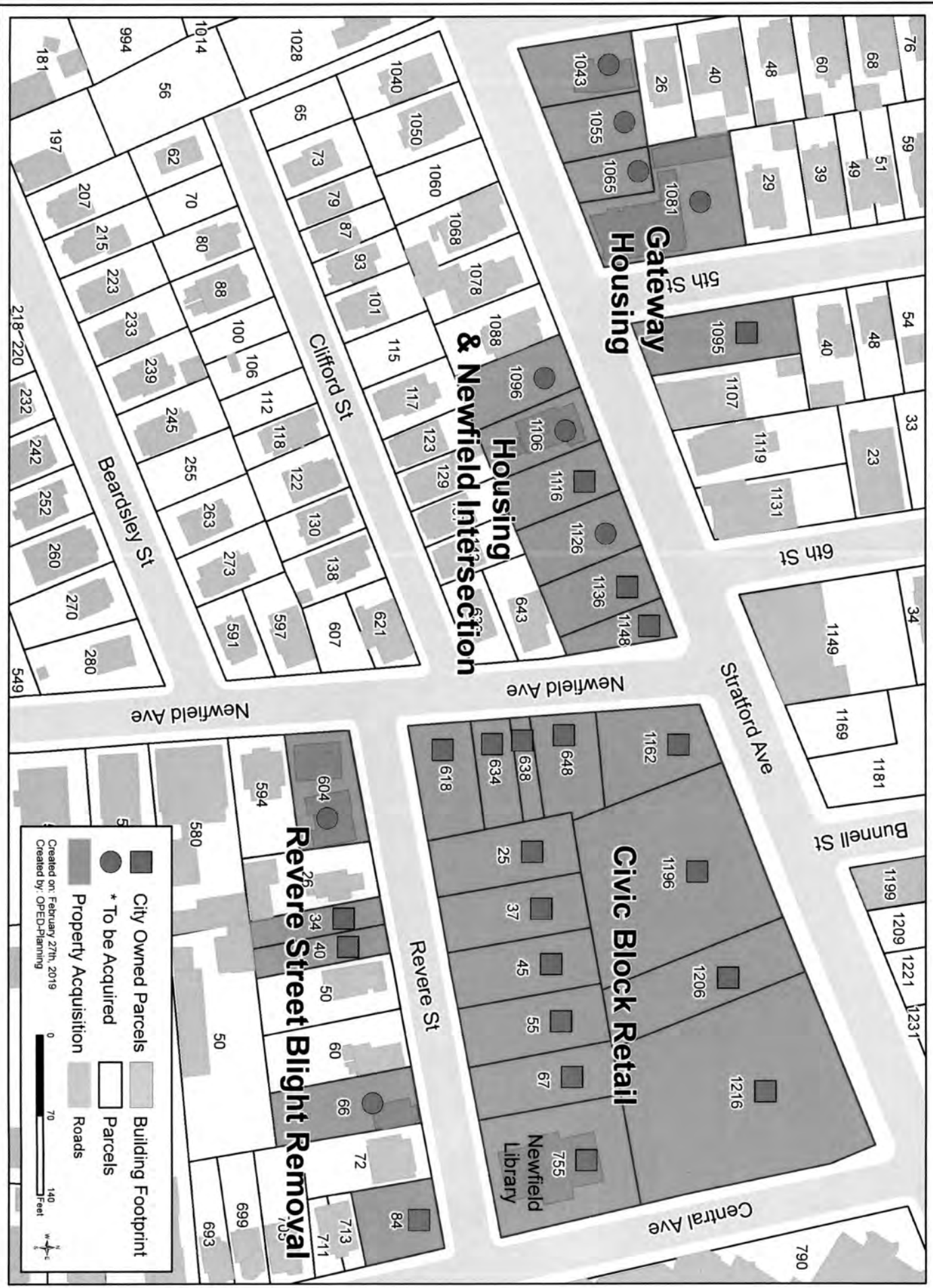
Whereas, OPED has identified those target areas of vacant and blighted properties and wishes to make acquisitions of properties within those target areas so as to support the Civic Block development and Stratford Avenue revitalization by removing chronically blighted properties that hinder investment, by improving intersection alignment and traffic circulation, and by assembling appropriately sized redevelopment parcels for new infill housing development;

Whereas, the properties to be acquired consist of the addresses depicted and listed on the attached map entitled, "East End Property Acquisitions in Accordance with East End NRZ Strategic Plan of Action of August 30, 2005" and include the following properties (herein known collectively as the "Acquisition Properties"):

1043 Stratford Avenue
1055 Stratford Avenue
1065 Stratford Avenue
1081 Stratford Avenue
1096 Stratford Avenue
1106 Stratford Avenue
1126 Stratford Avenue
604 Newfield Avenue
66 Revere Street;

Now therefore be it resolved that as per the objectives of the duly adopted East End NRZ Strategic Plan of Action of August 30, 2005 and using City capital funds and/or private developer funds, acting on its own or in partnership with a private developer partner as may be required, the City's Office of Planning and Economic Development is hereby authorized to gain development control over, or to acquire, the Acquisition Parcels by such means as lease, ground lease, donation, friendly acquisition, property swap, tax lien sale or tax lien swap, foreclosure of demolition liens, foreclosure of anti-blight liens, tax foreclosure, deed in lieu of foreclosure, eminent domain, or by means of any other normal and customary real estate transaction or administrative action.

Be it further resolved that Director of OPED is authorized to execute all documents and to do any and all things necessary to negotiate and conclude the acquisition activities herein authorized in a manner consistent with this resolution.





East End Neighborhood Revitalization Zone

Strategic Plan of Action
“Summary of Findings”

Bridgeport, Connecticut

Prepared By:



Date: August 30, 2005

Prepared For: City of Bridgeport
Office of Planning & Economic Development

developer for this site would be selected in an RFP process that lets the selected team define the actual building size.) The building sizes, shown in the preliminary and final schematic plans, are in the range of 1000 SF to 1250 SF, but a developer's final market analysis may suggest other sizes, such as senior's housing in the 750 SF to 1000 SF range. The final building selection will most likely be all housing in a condominium or cooperative land controlled project that maintains environmental controls

v. *Multi-Family residential opportunities*

One of the most important activities planned for the East End is the increase in housing. When examining the potential number of available building lots compared to the demand for low and moderate-income housing, there is a significant problem in Bridgeport as well as East End. Furthermore, elder care or senior housing was reported as an important need so that long time residents of the East End could remain in their neighborhood, close to family and friends while getting the support services they need.

A proposed schematic design for the brownfield site at Mount Trashmore (see adjacent plan) offers a design solution for a heavily impacted site that addresses housing issues. The concept is to create an urban image with the required pavement capping (for polluted sites) by using of variety of subtle pavement colors and textures. Urban hardscape (stone and brick pavers, asphalt and concrete – often with economical stamped patterns) throughout Europe and South American present many desirable places for families and individuals to live. Furthermore, because soil contact is restricted, part of the design master plan is to provide intense landscape greenery in raised planters of various size and location. Because of the brownfield site impact, more use of the nearby open spaces for individual or group play will become a neighborhood concern. As the surrounding neighborhood becomes infilled with more housing, Johnson's Creek and the nearby waterfront will see a significant increase in the demand for its uses as a recreation area and open space.

E. *Stratford Avenue Commercial Corridor*

i. *Description of initiative*

This group focused on the advent of new retail and commercial opportunities in the neighborhood, particularly Stratford Ave. The discussion will include an analysis of alternatives for commercial access in Stratford, Upper East Side, and potentially Steele Point. This group will seek to integrate the new McKinley School and new infill housing into a vibrant neighborhood commercial district. Circulation to and from the school as well as new models of infill housing will be developed.

Topics included: Commercial, retail, and mixed-use development, infill housing, streetscapes, traffic calming, parking, vacant lots strategy, façade improvement, Connecticut Avenue connections and eastern and Western gateways.

ii. *Goals*

The goal of this initiative was to improve and strengthen the corridor by integrating retail, commercial, the new school, and infill housing into a true mixed use neighborhood Main Street, providing many of the services and functions needed by the community. Anticipated work products included:

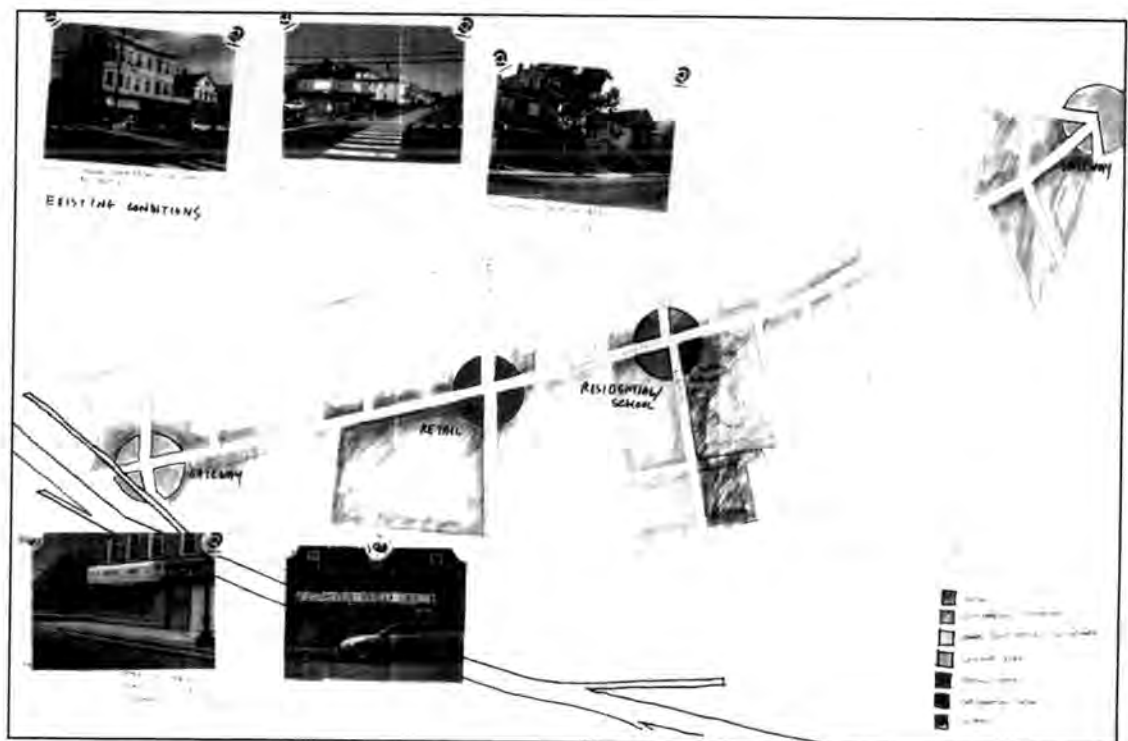
- Stratford Avenue Commercial Corridor Plan

- Identify commercial opportunities
- Identify parking/traffic calming measures and locations
- Develop templates for affordable and other housing
- Streetscape/façade details
- Gateway designs/concepts
- Identify areas suitable for new housing (i.e. cluster and scattered) and/or rehab
- Create infill housing models
- Create new retail center
- Create façade treatments, corner improvements, pedestrian safety measures

iii. Stratford Avenue improvement analysis

At the weekend community design workshop in the East End, participants drafted a general analysis of Stratford Avenue between Seaview Avenue and the Stratford town line. What was noted was how building use and type varied along the length of this corridor. Beginning from the west, there is currently a rather desolate highway landscape which serves as the gateway to the neighborhood (noted in yellow on the plan). This area needs a significant re-design, and will be discussed later in this report. Moving east, Stratford Avenue is predominately marked by commercial buildings (marked in red).

Moving past this intersection, the character of the street becomes gradually more residential (blue) with the future Jettie Tisdale school occupying a significant off-street site at Hollister and Hewitt in the middle. Finally, towards the Stratford town line and the eastern gateway to the neighborhood, the street character shifts once again back to commercial development. It is significant to note that along most of Stratford Avenue, the commercial development only extends one building deep off of the main thoroughfare, at which point it transitions to residential (the major exception being the site of the Charles Smith Foundation at Stratford and Central, which may in time become a whole-block commercial center).



iv. *Commercial and Other Development*

The community design workshop participants hence suggested that this existing pattern be reinforced in future development by creating four distinct nodes along Stratford Avenue. In this plan, at each end of the corridor would exist a gateway node marking entry to the neighborhood. This could be accomplished through signage, sculpture, artwork, or a host of other visual cues. See Section VI.A for a discussion of recommended gateway improvements. At the corner of Central and Stratford would be the main commercial node, the retail center of the corridor and neighborhood.

Currently there exists no supermarket within walking distance of the East End. The Charles Smith Foundation hopes to change this through the proposed Retail Center to be located at the corner of Stratford and Central Avenue. This development would bring 25,000 square feet of supermarket retail to the East End in addition to 12,000 square feet of pharmacy retail and some smaller stores. It would thus constitute a major reintroduction of commerce into the community, and would go a long way in moving forth the revitalization of the Stratford Avenue commercial corridor. While this project may be ambitious based on current market conditions, a strategic phased approach may achieve most if not all that is envisioned. See Market Analysis for further discussion.

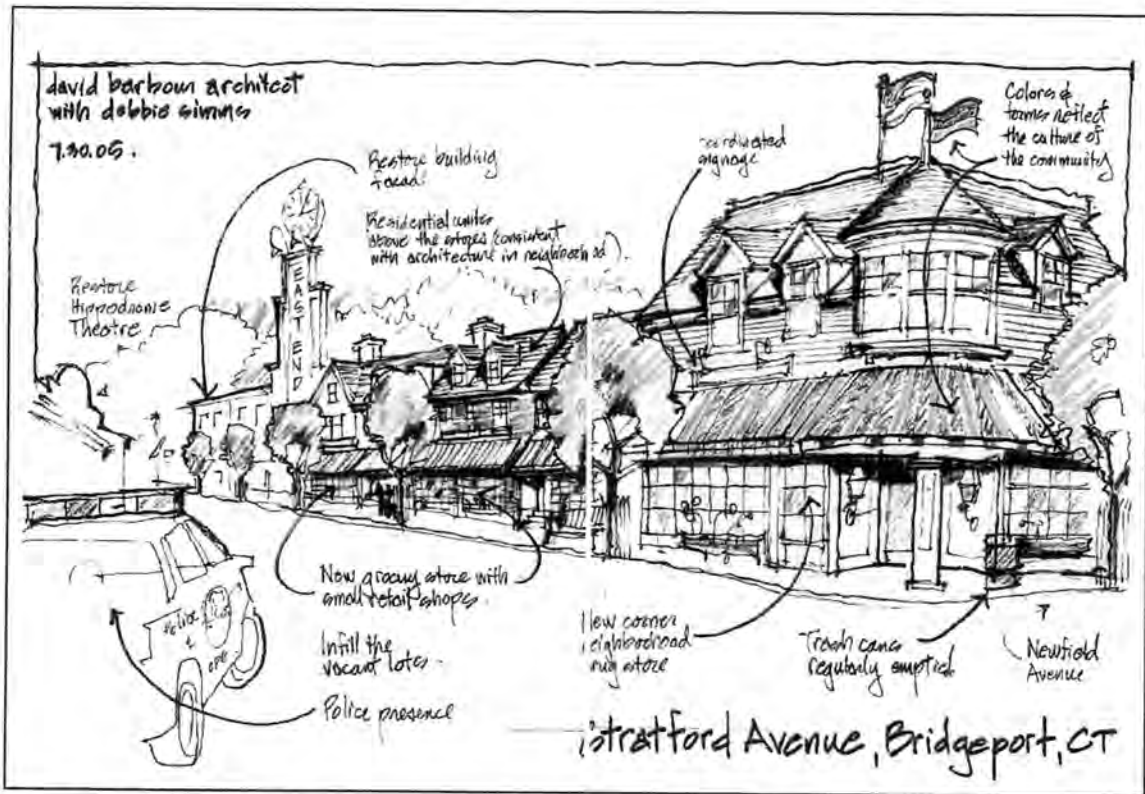
If in fact the Charles Smith Foundation goes through with current plans to erect a community commercial shopping center at this corner, this will only serve to strengthen this node. At the corner of Hollister and Stratford, on the other hand, would be located the residential node, which could possibly include churches, a library, or other such non-commercial uses appropriate for a site in close proximity to a school.

As a final note, numerous community members have expressed the desperate need for a police station in the East End. The vacant lot at the corner of Newfield and Stratford Avenues would be an ideal location for such an addition to the community, given the high visibility of this corner and its close proximity to commercial, residential, and educational sites. A strong police presence, as embodied by a precinct station building, would serve to make Stratford Avenue, the heart of the East End, a safer and more inviting place for all. See also Section VI.B, for a discussion of the reuse of Newfield School as a police sub-station and training center.

v. *Stratford Avenue Conceptual Rendering*

This conceptual rendering by Dave Barbour, an architect participant at the weekend community design charrette, depicts one possible form future development along a resurgent Stratford Avenue could take. Important to note is how street-front retail is incorporated into the design, thus contributing to an attractive, active, and safer streetscape. The design is influenced by the existing traditional architecture of the East End, which helps to create a sense of architectural harmony in the neighborhood which has been damaged by unfortunate and insensitive post-war buildings.

This is an important consideration for the community to take into account when approving future construction projects. While architecture rendered in a contemporary style can certainly fit into the East End perfectly well, the community should be rigorous in asking of *every* future project, traditional or not: does this design make my neighborhood a more beautiful place? If the answer is “no”, then that design must be changed.

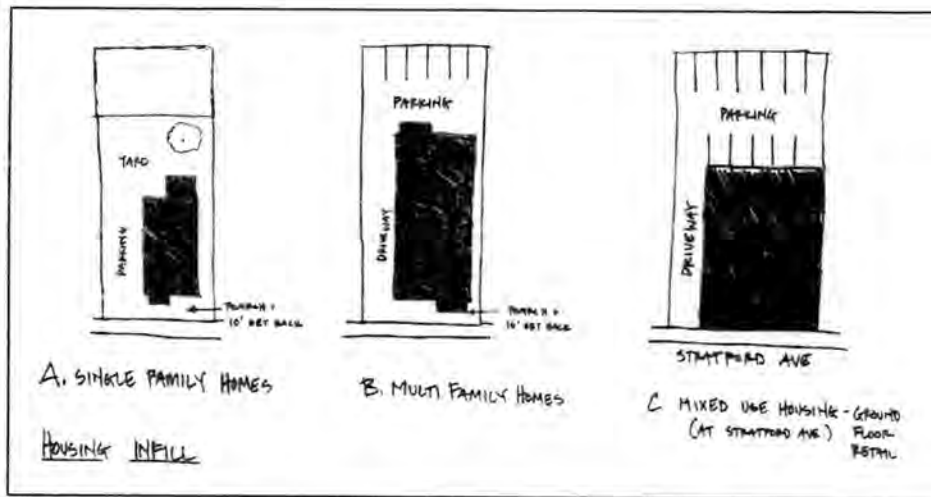


vi. Infill housing

Depicted here are a number of possible infill housing types which could contribute positively to filling East End housing needs. While individual descriptions accompany each image, common to all of these possibilities is that none are higher than three stories. This is typical of the existing residential fabric of the East End, and in general should remain so. Once again, as in the conceptual sketch for a commercial development on Stratford Avenue, all of these designs are rendered in a traditional style typical of early 20th century construction in the neighborhood.

While this helps to create a cohesive visual environment, it should not be construed as a prohibition of contemporary architecture. Indeed, it is entirely possible to design housing that fits in with the existing housing stock while still employing contemporary forms. Regardless of style, however, at the charrette the following three general ways of situating a house on site were derived:

- The first, employed generally for single family homes, sets the house back ten feet from the sidewalk with on-site parking located to the side of the house and a yard behind.
- The second type, seen in East End multiple-family homes, employs the same setback, but uses the side yard as a driveway providing access to a parking lot in back.
- Finally, the third type, mixed-use housing typical along Stratford Avenue, places the building at the sidewalk without a setback, and has a side driveway giving access to a parking lot at the rear. This third type commonly features commercial development at the ground floor, with one or two floors of residential units above. In general, future infill housing in the East End will probably correspond to one of these three general site plan types, though this should not be seen as a hard and fast rule.



F. Housing Strategy

i. Survey existing housing types

The East End has an aging housing stock; the median year of construction for units in Census Tract 743 was 1941. In Tract 744, median year of construction was 1951. Nearly 43% of all units were built before 1939. The area is also characterized by low rates of owner-occupancy. Of the housing units in 2000, only 35% were owner-occupied; the remaining 65% were renter-occupied.

Goals - The general goals of housing strategy for the East End neighborhood are: neighborhood preservation; preserving long-term affordability; addressing demographic needs of the neighborhood; and creating a neighborhood of choice that creates desire for people to move in and repopulate.

Infill housing - With regard to infill housing, there is a desire for increasing homeownership and single-family housing, which creates stability. Designs for infill housing should be consistent with the concept of porches, which are conducive to neighbors convening. Preserving and promoting the "good" quality architectural characteristics of the neighborhood should be a priority. It is important to ensure and promote design, possibly by creating a design center focused on the best interest of the neighborhood.

Senior housing - Senior housing appears to be a significant issue within the neighborhood. Such housing should be located near the following features: public transportation, particularly bus routes; pharmacies, grocery stores and police stations. Seniors tend to be reluctant to take out a loan for housing rehabilitation. There are two- and three-family units that could be used for rental revenue, however, there's a need for an education process.

Stratford Avenue housing - Stratford Avenue is not the most desirable location for housing. It would make sense to consolidate housing units to a targeted area along Stratford Avenue and leave remaining parcels to support the commercial corridor.

Some concerns which related to housing and are apparent include: the need to address zoning restriction; the selling of tax liens, which has resulted in a deterrent to development, as tax liens often exceed the property values; investors purchasing housing on the market and renting them out for income; and a shortage of affordable housing.

VII. PLANNING RECOMMENDATIONS

A. Standards for Urban Elements – Stratford Avenue and Neighborhood Design Guidelines

Stratford Avenue and Neighborhood Design Guidelines

The basic goal of design guidelines should be the creation of an attractive and lively, street-oriented, pedestrian friendly neighborhood. Individual decisions about new or restored buildings and patterns of development should always be referred to this overall goal, avoiding conflicts of individual taste, but respecting neighbors and the overall character and function of the neighborhood as a whole. Investment should be targeted initially to the core area and key opportunity sites, so that each new development reinforces others and the neighborhood, in general.

Urban Design Principles:

- Stratford Avenue should generally have buildings built to the sidewalk edge or, in some areas, minimal set-backs, avoiding large set-backs and strip style development;
- Along Stratford Avenue and other commercial corridors, encourage ground floor retail activity as preferred use, with office or residential on upper floors;
- Buildings should face the principal street, with main entrance clearly articulated and facing street;
- Street fronts should have appropriate fenestration, avoiding large blank areas and blocked up windows;
- Scale and character of buildings should be compatible with existing neighborhood fabric and typology;
- Sites at prominent corners or in otherwise highly visible or exceptional locations, or buildings of significant public importance may warrant exceptional siting or architectural treatment as beacons or anchors in the neighborhood.

Streetscape

- Consistent streetscape standards should be developed and applied over time to the entire length of Stratford Avenue and other neighborhood streets, considering elements such as sidewalk width and paving, curbs, street trees (not to block ground floor commercial windows and signage on commercial corridors), lighting (both pedestrian scale and vehicular), crosswalks, pole and façade-mounted signage, benches and seating areas, trash receptacles, sidewalk retailing or food service, bus shelters, information kiosks, etc.;

- Develop a neighborhood façade improvement program to encourage property owners to restore and improve facades and window displays in accordance with standards based on the architectural character of the neighborhood.

Vacant Lots:

- Develop neighborhood wide plan prioritizing use of vacant lots, considering location, size and configuration with respect to potential use for infill development, parking or public open space, with no more than one parking lot or open space per block face within core area of Stratford Avenue;
- Develop prototypes and design standards for infill development, based on charrette examples of mixed-use [David Barbour sketch] and residential types [Yale residential types] compatible with neighborhood character;
- Parking lots and public open spaces should be appropriately fenced (metal pickets preferred, no chain link or barbed wire) and landscaped, and should be considered as sites for a neighborhood public art program.

Parking:

- Wherever possible, parking lots should be located to the rear of buildings, accessed from side streets preferred to minimize mid-block curb cuts along Stratford Avenue and other major corridors;
- Amend zoning regulations (or create overlay zone) to encourage shared parking along commercial and mixed use corridors, especially for uses with staggered peaks. Allow 3.5 cars per 1000 sq. ft. of retail space in mixed use commercial districts;
- Retain on-street parking for short term use, using enforcement to discourage long-term and employee parking on street in commercial corridors;
- Create small municipal parking lots on strategically located vacant lots of feasible size and configuration, but no more than one per block face.

Architecture:

- Develop a pattern book of appropriate examples and prototypes for new building in the neighborhood;
- Building renovations and new construction should use a palette of materials and colors compatible with the character of the existing fabric, preferring wood siding or brick, and avoiding, wherever possible, synthetic materials, especially on principle street frontages;



OFFICE OF THE CITY CLERK RESOLUTION FORM

| SECTION I | | CITY COUNCIL SUBMISSION INFORMATION | | |
|--------------------------------|--|-------------------------------------|--------------------|--|
| Log ID/Item Number: | 43-18 | | | |
| Submitted by Councilmember(s): | Kyle Langan | | | |
| Co-Sponsors(s): | Jeanette Herron | Karen Jackson | Christina B. Smith | |
| District: | 132ND | | | |
| Subject: | Proposed Amendments to the Municipal Code of Ordinances, Title 5 Business Licenses and Regulations amend to add New Chapter 5.88, Minimum Wage Enhancement Policy. | | | |
| Referred to: | Ordinance Committee | | | |
| City Council Date: | March 4, 2019 | | | |

RECEIVED
CITY CLERKS OFFICE
19 FEB 27 AM 10:55L
TEST
CITY CLERK
Choose item

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, the City of Bridgeport is a home-rule municipality under the Connecticut General Statutes Sec. 7-188 and, as such, may pass, amend, or repeal any ordinance (law) as long as it does not diminish or eliminate the rights or benefits of the citizens of the City; and

WHEREAS, promoting the welfare of the City's citizens, its most important asset, and those who work within the City's borders is an endeavor that plainly meets this criterion; and

WHEREAS, our citizens have a right to be upwardly mobile, to be financially secure, and free from the stress that results from the inability to cover basic living expenses; and

WHEREAS, after years of inaction by the United States Congress, it is time for municipalities and states to lift families out of poverty and stimulate the economy by raising the minimum wage; and

WHEREAS, the cost of living in Bridgeport has increased making life here cost, as a percentage of income, as much as is paid by residents of Boston, Massachusetts, Chicago, Illinois, and other major United States cities where the average income is much higher[i]; and

WHEREAS, an estimated 65,000[ii] workers in the State of Connecticut work for minimum wage, and a substantial number of them are among the City of Bridgeport's wage and salary earners; and

WHEREAS, MIT (The Massachusetts Institute of Technology) has calculated that, for a single adult to support themselves in Bridgeport at the current minimum wage, they would need to work over 50 hours a week; and

WHEREAS, phasing in the wage increase over time will allow businesses to adjust and result in reasonable annual increases in expenses; and

WHEREAS, we acknowledge that \$15 per hour is not a living wage but a foundation from which to build; and



OFFICE OF THE CITY CLERK RESOLUTION FORM

Whereas, to promote the health, safety and welfare of its citizens and pursuant to and consistent with CGS Sec. 7-188, the City Council of the City of Bridgeport, Connecticut hereby establishes the following minimum wage ordinance applicable to all Employers and Employees within the City of Bridgeport; and

NOW THEREFORE, BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Title 5 – **Business Licenses and Regulations**, is hereby amended to include the following **New Chapter 5.88 – Minimum Wage Enhancement Policy**:

(NEW)

Sections:

- 5.88.010 Purpose.**
- 5.88.020 Definitions.**
- 5.88.030 Minimum Wage.**
- 5.88.040 Notice, Posting and Records.**
- 5.88.050 Enforcement and Violations.**
- 5.88.060 Relationship To Other Requirements.**
- 5.88.070 Severability Clause.**
- 5.88.080 Deferral Application for Certain Non-Profit Employers.**

ARTICLE I

5.88.010 Purpose.

The Purpose of this Ordinance is to take a positive step towards improving the quality of life for all workers within our city.

ARTICLE II

5.88.020 Definitions.

Unless the context otherwise indicates, the following words shall have the following meanings.

City: City of Bridgeport.

City limits: the physical boundaries of the City.

Consumer Price Index – All Urban Consumers (“CPI-U”) means the national, annual average of the Consumer Price Index for all urban consumers as reported by the United States Bureau of Labor Statistics, with the Series identification number of CUUR0000SA0.

Employer: Any individual, group of individuals, partnership, association, corporation, business trust, or any other entity or group of persons or entities who employs or exercises control over the wages, hours, or working conditions of any Employee and who has a place of business within the City limits. “Employer” shall include but not be limited to the City of Bridgeport.



OFFICE OF THE CITY CLERK RESOLUTION FORM

Employee: Any person who performs work for an Employer for monetary compensation within the municipal limits of the City. Employee shall include persons who perform work for an employer on a full-time, part-time, seasonal or temporary basis. Employee shall not include any person who is exempted from the definition of Employee under Connecticut General Statutes Title 31 Chapter 557 Employment Regulation.

Minimum wage: The minimum hourly rate of monetary compensation that an Employer shall legally pay an Employee for work within the City.

Service Employee: Any Employee engaged in an occupation in which he or she customarily and regularly receives more than \$30.00 a month or more in tips.

Tip: A sum presented by a customer in recognition of services performed by one or more Service Employees, including a charge automatically included in the customer's bill. "Tip" does not include a service charge added to a customer's bill in a banquet or private club setting by agreement between the customer and the Employer.

Article III.

5.88.030 Minimum Wage.

- (a) Minimum wage payment required: Except as provided herein, Employers shall pay all Employees no less than the Minimum Wage established by this ordinance for each hour worked within the City Limits.
- (b) Minimum Wage rate for businesses with 15 or more employees:
 - (i) Beginning on January 1, 2020, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$12.00 per hour;
 - (ii) Beginning on January 1, 2021, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$13.50 per hour; and
 - (iii) Beginning on January 1, 2022, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$15.00 per hour; and
 - (iv) thereafter the Minimum Wage shall be increased according to the Consumer Price Index – All Urban Consumers (CPI-U) percentage increase from the prior year. If there is no increase, the Minimum Wage will be unchanged. The percentage increase in the annual CPI-U for the previous calendar year from the annual CPI-U for the calendar year preceding that shall be the percentage by which the Minimum Wage is increased on the first day of January 2023 and every January 1 thereafter.
- (c) Minimum Wage rate for businesses with 14 or less employees:
 - (i) Beginning on January 1, 2021, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$12.00 per hour;



OFFICE OF THE CITY CLERK RESOLUTION FORM

(ii) Beginning on January 1, 2022, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$13.50 per hour; and

(iii) Beginning on January 1, 2023, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$15.00 per hour; and

(iv) thereafter the Minimum Wage shall be increased according to the Consumer Price Index – All Urban Consumers (CPI-U) percentage increase from the prior year. If there is no increase, the Minimum Wage will be unchanged. The percentage increase in the annual CPI-U for the previous calendar year from the annual CPI-U for the calendar year preceding that shall be the percentage by which the Minimum Wage is increased on the first day of January 2024 and every January 1 thereafter.

(d) Tip Credit:

(i) As provided in Title 31 Chapter 558 Section 31-60, an Employer may consider tips as part of the wages of a Service Employee toward satisfaction of the Minimum Wage established by this ordinance. Such a tip credit shall be no greater than the amount necessary to reduce the direct wages paid to a Service Employee to an amount equal to the minimum direct wages required to be paid to Service Employees pursuant to Title 31 Chapter 558 Section 31-60. Minimum direct wages pursuant to Title 31 Chapter 558 Section 31-60 is the amount required by state law to be paid to a Service Employee after an Employer reduces the state minimum wage by the maximum allowable tip credit as provided in Title 31 Chapter 558 Section 31-60.

(ii) An employer who elects to use the tip credit must inform the affected employee in advance and must be able to show that the employee receives at least the Minimum Wage established by this ordinance when direct wages and the tip credit are combined. Upon a satisfactory showing by the employee or the employee's representative that the actual tips received were less than the tip credit, the employer shall increase the direct wages by the difference.

(iii) The tips received by a Service Employee become the property of the employee and may not be shared with the employer. Tips that are automatically included in the customer's bill or that are charged to a credit card must be treated like tips given to the Service Employee. A tip that is charged to a credit card must be paid by the employer to the employee by the next regular payday and may not be held while the employer is awaiting reimbursement from a credit card company.

(iv) This section may not be construed to prohibit an employer from establishing a valid tip pooling arrangement among service employees that is consistent with the federal Fair Labor Standards Act and regulations made pursuant to that Act.

(v) The meaning of the language used in this section shall be interpreted consistently with the interpretation of the language of Title 31 Chapter 558 Section 31-60.



OFFICE OF THE CITY CLERK RESOLUTION FORM

(e) Employees who are 14-17 years of age

(i) Employees who are 14-17 years of age in businesses with 15 or more employees shall be paid not less than 85 percent of the minimum wage required by Article 3 Section B and rounded to the nearest nickel during their first 160 hours of employment. After more than 160 hours of employment, Employees who are 14-17 years of age shall be paid the applicable minimum wage pursuant to this article.

(i) Employees who are 14-17 years of age in businesses with 14 or less employees shall be paid not less than 85 percent of the minimum wage required by Article 3 Section C and rounded to the nearest nickel during their first 160 hours of employment. After more than 160 hours of employment, Employees who are 14-17 years of age shall be paid the applicable minimum wage pursuant to this article.

(f) Overtime.

(i) The Minimum Wage set out in this ordinance is subject to the overtime compensation provisions in Title 31 Chapter 558 Section 31-60.

(g) Collective Bargaining Agreements.

(i) Nothing in this ordinance shall be deemed to interfere with, impede, or in any way diminish the right of all Employees including, but not limited to, Service Employees to bargain collectively with their Employers in order to establish wages or other conditions of work in excess of the applicable minimum standards of this ordinance.

(h) Retaliation Prohibited.

(i) It shall be unlawful for any Employer to discriminate in any manner or take any adverse action against any Employee including, but not limited to a Service Employee in retaliation for exercising any right under this ordinance.

ARTICLE IV.

5.88.040 Notice, Posting and Records.

(a) Notice to Employees. Every employer shall post in a conspicuous place at any workplace or job site where any Employee works, a notice informing Employees of the City's current Minimum Wage rates, as well as a copy of this ordinance.

(b) Records. Employers shall maintain payroll records showing hours worked daily by and the wages paid to all Employees, including, but not limited to, Service Employees. Employers shall retain such payroll records pertaining to all Employees for a period of at least three (3) years after an Employee has left employment.



OFFICE OF THE CITY CLERK RESOLUTION FORM

(c) Access. The City shall have access to any and all Employer payroll records subject to this ordinance during business hours to investigate whether or not an Employer has violated any of the provisions of this chapter.

(d) Paycheck Notice. Every Employer shall provide with the first paycheck issued to an Employee, including a Service Employee, a notice advising the Employee of the current Minimum Wage under this ordinance and of the Employee's rights under this ordinance.

ARTICLE V.

5.88.050 Enforcement and Violations.

(a) Enforcement.

Chief Administrative Officer or Designee, shall enforce the provisions of this ordinance.

Chief Administrative Officer or Designee is authorized to adopt rules and regulations for the proper administration and enforcement of this ordinance.

(b) Complaint Process.

Employee, including, but not limited to, a Service Employee, receiving less than the Minimum Wage he or she is required to under this ordinance may file a written complaint with the Chief Administrative Officer or Designee's office.

Chief Administrative Officer or Designee or his or her designee may investigate and issue a response to the complaint within fifteen (15) work days following the receipt of a complaint. The Chief Administrative Officer or Designee's or his or her designee's response to the complaint shall be final.

If the Chief Administrative Officer or Designee finds that a violation of this chapter has occurred, he or she may order any and all appropriate relief including, but not limited to, the payment of any back wages withheld and/or the payment of not less than \$100.00 as a penalty for each day that a violation of this chapter has occurred. A violation of this Ordinance may also be considered a civil violation subject to the general penalty provisions of section 1-15 of this Code.

(c) Private Cause of Action.

Employee, including, but not limited to, a Service Employee, the City or any person aggrieved by a violation of this ordinance may bring an action in a Court of competent jurisdiction against the Employer for any and all violations of this ordinance, including, but not limited to, wages owed under this ordinance. Upon a judgment being rendered in favor of any employee(s), in any action brought pursuant to this ordinance, such judgment shall include, in addition to the wages adjudged to be due and any penalties assessed, any and all costs of suit including, but not limited to, reasonable attorney's fees.



OFFICE OF THE CITY CLERK RESOLUTION FORM

ARTICLE VI.

5.88.060 Relationship To Other Requirements.

This ordinance provides for payment of Minimum Wage rates within the City and shall not be construed to preempt or otherwise limit or affect the applicability of any other law, regulation, requirement or policy, including any that provides for payment of higher wages and/or benefits. Nothing contained in this ordinance prohibits an employer from paying more than the Minimum Wage rates established herein.

ARTICLE VII.

5.88.070 Severability Clause.

If any section, paragraph, sentence, word or phrase of this ordinance is for any reason held to be invalid or unenforceable by any court, such decision shall not affect the validity of the remaining provisions of this ordinance.

ARTICLE VIII.

5.88.080 Deferral Application for Certain Non-Profit Employers.

The Chief Administrative Officer or Designee shall establish a procedure to allow an Employer that is a Non-Profit Corporation on July 1, 2016, with 26 or more Employees to qualify for the deferral rate schedule specified in Section 187.02 C. A Non-Profit Employer seeking the deferral must establish by compelling evidence that:

- A. The chief executive officer or highest paid employee earns a salary which, when calculated on an hourly basis, is less than five times the lowest wage paid by the corporation; or
- B. It is a Transitional Employer as defined in Section 10.31.1(h) of the Los Angeles Administrative Code; or
- C. It serves as a child care provider; or
- D. It is funded primarily by city, county, state or federal grants or reimbursements.

If a Non-Profit Corporation Employer loses its deferral status at any time after July 1, 2016, it shall pay wages due in the current year under Section 187.02 B.

Effective Date.

This ordinance shall take effect on

[i] Rent Data <https://www.rentdata.org/states/massachusetts/2018>



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[ii] CT Department of Labor 2007 <https://www.cga.ct.gov/2008/rpt/2008-R-0285.htm>

[iii] Portland, Maine. "Minimum Wage Legislation." *Portland, ME | Official Website*, 2016, www.portlandmaine.gov/1671/Minimum-Wage.

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

| DEPARTMENT | Referral date sent | Response Received | Date reply received |
|-----------------|--------------------|--|---------------------|
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

SECTION IV PUBLIC HEARING INFORMATION

| Public Hearing Required | Details | Date |
|--|---|------|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Public Hearing Ordered on: CT Post Publication Date(s): Public Hearing Held on: | |

SECTION V AMENDMENTS/EXHIBITS

| | | |
|-----------------|--|-------|
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
|-----------------|--|-------|

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

| | | |
|-----------------|--|-------|
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |

SECTION VII WITHDRAWN/SINE DIE INFORMATION

| | | |
|-----------------|--|-------|
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
|-----------------|--|-------|

SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: _____

SECTION IX COMMENTS (if any)

Item # *22-18 Consent Calendar
Fieldwork Education Agreement with Sacred Heart
University.



Report
of
Committee
on
Contracts

City Council Meeting Date: March 4, 2019

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

NOTIFIED ON MARCH 25, 2019
Ms. Marilisa Bond, Health Dept.

Special Note: Mayor didn't sign report.

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City of Bridgeport, Connecticut

Office of the City Clerk


To the City Council of the City of Bridgeport:

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

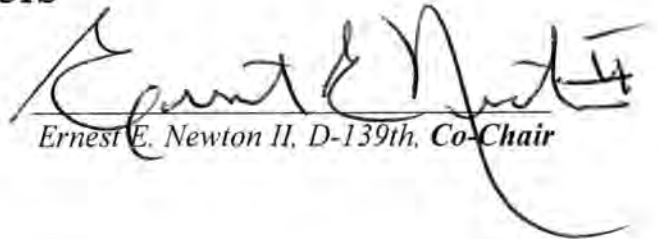
Item No. *22-18 Consent Calendar

RESOLVED, that the attached Fieldwork Education Agreement between the City of Bridgeport and Sacred Heart University, Inc., be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS



Jeanette Herron, D-133rd, Co-Chair



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



Jack O. Banta, D-131st

Alfredo Castillo, D-136th



Michael A. Defilippo, D-133rd

Maria Zambrano Viggiano, D-136th



Amy Marie Vizzo-Paniccia, D-134th

City Council Date: March 4, 2019

SACRED HEART UNIVERSITY
Fieldwork Education Agreement

This agreement is entered into this ___ day of February, 2019 by and between **SACRED HEART UNIVERSITY, INC., a Connecticut non-stock corporation with a principal address of 5151 Park Avenue, Fairfield, Connecticut 06825**, hereafter referred to as **UNIVERSITY** and **The City of Bridgeport**, a municipal corporation, acting through its **Department of Health and Social Services**, with a principal address at 45 Lyon Terrace, Bridgeport, CT 06604, hereafter referred to as **FIELDWORK EDUCATION CENTER**.

Whereas, the parties agree that, for the mutual benefit of each, formal affiliation should be entered into and carried out in accordance with certain procedures and standards for establishing a fieldwork education program, and

Whereas, certain legal rights and obligations will attach to such affiliations when established,

Therefore, it is hereby agreed by and between the parties as follows:

1. This agreement will begin on the date specified above and will continue until terminated in writing, with sixty (60) days notice, by one of the parties.

2. The UNIVERSITY agrees:

A. to assign qualified students to participate in the fieldwork education program. Such qualified students as it deems appropriate shall be assigned for a period of time as agreed upon by and between the parties. In the event that the FIELDWORK EDUCATION CENTER deems it necessary to cancel a reserved space, due to circumstances beyond its reasonable control, it agrees to notify the UNIVERSITY at least 60 days in advance of the commencement date of the student affiliation.

B. that the academic preparation of the students it assigns shall be in keeping with the objectives and requirements of the fieldwork education program.

C. that it shall designate one person who shall be responsible for coordination of all aspects of this affiliation and its associated academic components.

D. that the students it assigns shall adhere to all reasonable policies and procedures of the FIELDWORK EDUCATION CENTER.

E. to require students to provide to the FIELDWORK EDUCATION CENTER evidence of physical examination and immunizations as may be reasonably required by the FIELDWORK EDUCATION CENTER.

F. to provide students with such mandatory education as is deemed appropriate by the UNIVERSITY, including, but not limited to OSHA standards regarding blood borne pathogens and universal precautions.

G. that students shall not be deemed employees of the FIELDWORK EDUCATION CENTER, and are therefore not entitled to worker's compensation benefits or any other employment-related benefits.

H. to require students to carry professional liability insurance for student professionals in the amounts of \$3,000,000 per incident and \$6,000,000 in aggregate. The UNIVERSITY also maintains general liability insurance which extends to students and faculty engaged in practical and clinical training. Both the students and the UNIVERSITY shall provide proof of such insurance prior to students' participating in the fieldwork education program at the FIELDWORK EDUCATION CENTER.

3. The FIELDWORK EDUCATION CENTER agrees:

A. to provide a planned, supervised program of fieldwork instruction consistent with the objectives of the UNIVERSITY'S fieldwork education program, and shall provide suitable facilities and sufficient personnel necessary to carry out this program.

B. to make available to students reasonable access to emergency medical services at the student's own expense.

C. to designate one person as the FIELDWORK EDUCATION CENTER'S Fieldwork Educator, who shall be responsible for the learning experience of the students, such person having met the academic and other standards established by the parties.

D. to provide the students with an orientation to the policies and procedures of the FIELDWORK EDUCATION CENTER in advance or at the beginning of the affiliation.

E. to ensure that all records relating to a student's performance while with the FIELDWORK EDUCATION CENTER shall be made available only in conformance with the Family Education rights and Privacy Act of 1974 , 20 U.S.C. section 1232g, and other governing laws.

F. that the FIELDWORK EDUCATION CENTER may terminate, upon reasonable cause as determined by the FIELDWORK EDUCATION CENTER in consultation with the UNIVERSITY, the fieldwork placement of any student due to breach of the rules and regulations of the FIELDWORK EDUCATION CENTER, or whose work performance is unsatisfactory or whose physical and/or mental health renders the student unable to perform the essential requirements of the fieldwork education program, with reasonable accommodation. Prior to termination, the FIELDWORK EDUCATION CENTER will provide the student and the UNIVERSITY with notice of the proposed termination and reasons therefore, and shall furnish the student and the UNIVERSITY opportunity to respond to such notice.

4. Indemnification. FIELDWORK EDUCATION CENTER and UNIVERSITY each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the FIELDWORK EDUCATION CENTER and UNIVERSITY, they shall be borne by each party in proportion to its negligence.

5. It is agreed that any controversy or claim arising out of, or relating to, this Agreement, or the performance or interpretation thereof, shall be settled by a court of competent jurisdiction in Fairfield, Connecticut.

6. This agreement is governed by the laws of the state of Connecticut. It is further agreed that "applicable law(s)" for the purposes of this Agreement shall mean any applicable statute, law, ordinance, regulation, requirement, order or rule of any federal or state government or other governmental agency or body or of any other type of regulatory body, or any governmental or administrative interpretation of any thereof, including without limitation, (i) requirements imposed by any governmental or regulatory body which must be satisfied to qualify for Medicare, Medicaid or other health care program reimbursements, and (ii) any and all federal or state health care laws, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and regulations (proposed or final) promulgated hereunder and all state statutes addressing privacy and security of healthcare information.

7. It is agreed that at no time shall the matter of race, religion, color, national origin, sex, age, disability or any other impermissible criterion be considered for the purpose of unlawful discrimination.

8. It is agreed that the UNIVERSITY shall provide the FIELDWORK EDUCATION CENTER with the necessary information, including course materials, curriculum outline, fieldwork education objectives and student performance evaluation materials to assist the parties in effecting this agreement.

9. It is agreed that this agreement may be modified only upon written agreement signed by both parties.

For SACRED HEART UNIVERSITY:

Date

Patricia W. Walker, Ed.D.
Dean, College of Health Professions

For the FIELDWORK EDUCATION CENTER:

Date

Joseph P. Ganim, Mayor
Duly Authorized

Item # *34-18 Consent Calendar

Assignment of Tax Liens for Fiscal Year 2019.



Report
of
Committee
on
Contracts

City Council Meeting Date: March 4, 2019

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Special Note: Mayor didn't sign report.

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City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

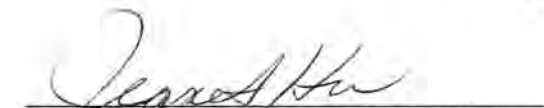
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

Item No. *34-18 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



Jeanette Herron, D-133rd, Co-Chair




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



Jack O. Banta, D-131st

Alfredo Castillo, D-136th



Michael A. Defilippo, D-133rd

Maria Zambrano Viggiano, D-136th



Amy Marie Vizzo-Paniccia, D-134th

Item # *38-18 Consent Calendar

Tentative Agreement with Bridgeport City
Supervisor's Association (BCSA) regarding their
Bargaining Contract.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: March 4, 2019

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Special Note: Mayor didn't sign report.

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City of Bridgeport, Connecticut Office of the City Clerk


To the City Council of the City of Bridgeport.

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

Item No. *38-18 Consent Calendar

RESOLVED, That the attached Bargaining Agreement between the City of Bridgeport and Bridgeport City Supervisors Association (BCSA) for the period of July 1, 2018 through June 30, 2023, be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS



Jeanette Herron, D-133rd, Co-Chair



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




Jack O. Banta, D-131st



Alfredo Castillo, D-136th

Michael A. Defilippo, D-133rd

Maria Zambrano Viggiano, D-136th



Amy Marie Vizzo-Panidcia, D-134th

City Council Date: March 4, 2019

TENTATIVE AGREEMENT

City of Bridgeport

&

Bridgeport City Supervisors Association

November 27, 2018

1. TERM OF CONTRACT: 7/1/2018 to 6/30/2023 (5 years)

2. ARTICLE 13 – GRIEVANCE AND ARBITRATION PROCEDURE

Append to the end of STEP III section: *“Failure to file a grievance to arbitration within the timelines specified above shall render the grievance not arbitrable.”*

3. ARTICLE 25 – INSURANCE

Effective January 1, 2019 "Healthcare Benefits" (Medical and Prescription Drug coverage) shall be changed to State of Connecticut Partnership 2.0 Plan. This change affects carrier and plan design only, i.e., no change to premium cost share (PCS) agreements already in place.

4. ARTICLE 18 – WAGES

18.1A Effective July 1, 2018, the annual salary of employees covered by this agreement shall be increased by two percent (2.0%)

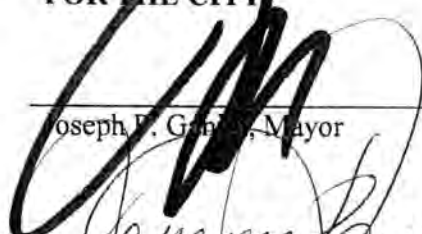
18.1B Effective July 1, 2019, the annual salary of the employees covered by this agreement shall be increased by two percent (2.0%)

18.1C Effective July 1, 2020, the annual salary covered by this agreement shall be increased by two percent (2.0%)

18.1D Effective July 1, 2021, the annual salary covered by this agreement shall be increased by two percent (2.0%).

18.1E Effective July 1, 2022, the annual salary covered by this agreement shall be increased by one and one quarter percent (1.25%).

FOR THE CITY



Joseph P. Gonsky, Mayor



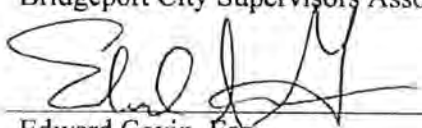
Janene Hawkins,
Labor Relations Director

2/14/2019

FOR THE UNION



Anthony Cavalli, President
Bridgeport City Supervisors Association



Edward Gavin, Esq.
Legal Counsel to BCSEA

Item # *39-18 Consent Calendar

Tentative Agreement with LIUNA Local 1224 regarding their Bargaining Unit Contract.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: March 4, 2019

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Special Note: Mayor didn't sign report.

RECEIVED
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City of Bridgeport, Connecticut Office of the City Clerk

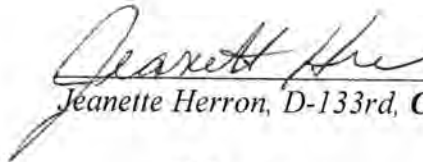
To the City Council of the City of Bridgeport.

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

Item No. *39-18 Consent Calendar

RESOLVED, That the attached Bargaining Agreement between the City of Bridgeport and LIUNA, Local 1224 for the period of July 1, 2018 through June 30, 2022, be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS


Jeanette Herron, D-133rd, Co-Chair


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


Jack O. Banta, D-131st

Alfredo Castillo, D-136th


Michael A. Defilippo, D-133rd

Maria Zambrano Viggiano, D-136th


AmyMarie Vizzo-Paniccia, D-134th

City Council Date: March 4, 2019

TENTATIVE AGREEMENT

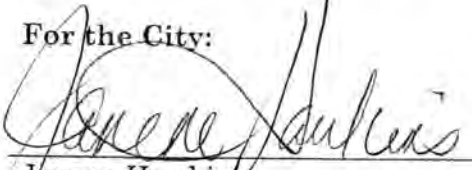
City of Bridgeport and LIUNA Local 1224

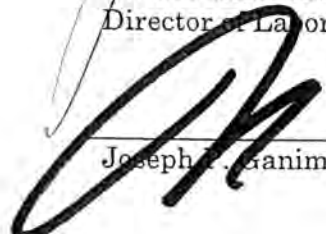
- 1. CBA Term: July 1, 2018 to June 30, 2022;
- 2. Wages:

| Effective Date | Wage increase |
|-----------------|--------------------|
| July 1, 2018 | 2.0% (Two percent) |
| January 1, 2020 | 2.0% (Two percent) |
| January 1, 2021 | 1.0% (One percent) |
| January 1, 2022 | 2.0% (Two percent) |

- 3. Health insurance carrier and plan design (Partnership 2.0) changes settled by agreement (Copy attached).
- 4. Article 5 – Amend to include location of bulletin boards at City Hall and Margaret Morton Government Center.
- 5. Article 10.9 (NEW SECTION) – The City, at its sole discretion, and subject to its normal staffing process, shall have the ability to increase the work hours and salary of an employee and/or position from 35 to 40 hours per week. The City, also at its sole discretion, but with two (2) weeks’ notice to the employee, may reverse the above increase in work hours and salary.
- 6. List of union members, by name, affected by §19.3 and §19.5 shall be included as an appendix the CBA.
- 7. Article 28 – Change from Pregnancy Leave to a gender-neutral Catastrophic Disability Leave limited to a maximum of one (1) year.
- 8. The “On-Call Agreement” of 10/18/2017 to provide on-call emergency computer services coverage will be incorporated into the CBA as an appendix.
- 9. All other negotiation proposals withdrawn by the respective parties.

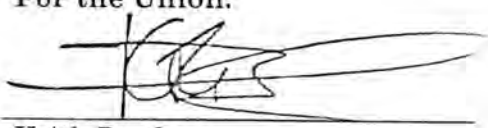
For the City:


Janene Hawkins
Director of Labor Relations


Joseph P. Ganim, Mayor

2/14/2019

For the Union:


Keith Brothers,
Business Manager
LIUNA, Local 1224

Item# *19-18 Consent Calendar

Refund of Excess Payments - 250 Fifth Street LLC.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: March 4, 2019

Attest: *Lydia N. Martinez*

Lydia N. Martinez, City Clerk

Approved by: _____

Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Report not Signed by Mayor

VERIFIED
CITY CLERK

14:52 AM 52 MAR 51
RECEIVED
CITY CLERKS OFFICE



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport,

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

Item No. *19-18 Consent Calendar

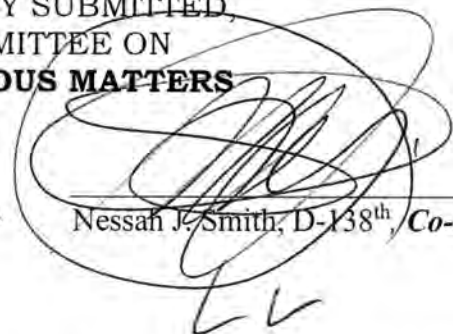
BE IT RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

| <u>Name & Address</u> | <u>Reason</u> | <u>Refund</u> |
|--|---------------|---------------|
| 250 Fifth Street LLC 440 Mamaroneck Ave Suite N-503 Harrison, NY 10704 Reference 270 Fifth Street 2016-01-0000166 | 12-129 | \$12,022.03 |

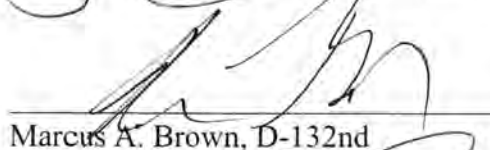
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS



Amy Marie Vizzo-Panuccio, D-134th, *Co-Chair*

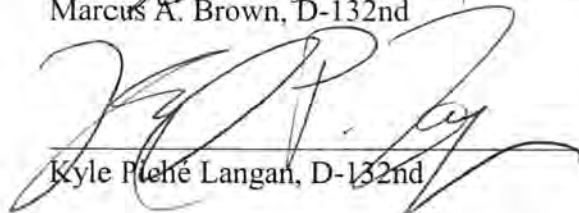


Nessah J. Smith, D-138th, *Co-chair*




Marcus A. Brown, D-132nd

Michael A. Defilippo, D-133rd



Kyle Piche Langan, D-132nd



Denese Taylor-Moye, D-131st

Maria Zambrano Viggiano, D-136th

City Council Date: March 4, 2019

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
 This is to certify that 250 FIFTH STREET LLC

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2016

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

250 FIFTH STREET LLC
 440 MAMARONECK AVENUE
 SUITE N-503
 HARRISON, NY 10704

2016-01-0000166
 0737--15C-----
 270 FIFTH ST



To _____ Collector of **CITY OF BRIDGEPORT** State of Connecticut.

I hereby apply for abatement or refund* of such part of my tax as shall represent:

The service exemption or Sec. 12-129 Refund of Excess Payments.
 (State reason -- Cross out service exemption if it does not apply)

| | | Tax | Interest | Lien | Fee | Total | Overpaid Tax |
|-----------------|------------|------------|----------|------|------|-----------|----------------|
| Total Due | 07/01/2017 | 8,014.68 | 0.00 | 0.00 | 0.00 | 8,014.68 | |
| Total Paid | 07/10/2017 | 20,036.71 | 0.00 | 0.00 | 0.00 | 20,036.71 | -12,022.03 *** |
| Adjusted Refund | | -12,022.03 | 0.00 | 0.00 | 0.00 | 12,022.03 | |

PLEASE READ, SIGN, AND DATE BELOW:

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

Jason L. Friedland
 Print Name

Signature of Taxpayer

6-29-18
 Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 12,022.03
 be made to the above-named taxpayer in accordance with the provisions of Section 12-129:

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 21 DAY OF June 2018

ACTION TAKEN BY GOVERNING BODY

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

First Selectman

Other Governing Body

Clerk

**Cross out abatement or refund as required.

Mail To :

CITY OF BRIDGEPORT
 325 CONGRESS STREET
 BRIDGEPORT, CT 06604

Item# *20-18 Consent Calendar

Resolution regarding 2019-2020 Citizen's Participation Plan.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: March 4, 2019

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Report not Signed by Mayor

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BRIDGEPORT, CT



City of Bridgeport, Connecticut
Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *20-18 Consent Calendar

**CITIZEN PARTICIPATION PLAN
AND
CITIZEN'S UNION RESOLUTION
PY45**

WHEREAS, Bridgeport City Ordinance 2.108.010 establishes a Bridgeport Citizen's Union; and

WHEREAS, the Citizen's Union is incorporated into Bridgeport's Citizen Participation Plan; and

WHEREAS, the purpose of the Citizen's Union is to provide the citizens of Bridgeport with an organized structure and opportunity to participate in the planning and development of the City's Annual Action Plan which implement the goals and objectives articulated in the Consolidated Plan; and

WHEREAS, one representative can be appointed by each of the twenty Bridgeport City Council members for up to twenty Citizen Union members; and

WHEREAS, a total of 18 members have been selected to serve on the 2019-2020 Citizens Union; and

WHEREAS, the proposed list of members is subject to City Council approval; and

NOW, THEREFORE BE IT RESOLVED, that the Bridgeport City Council hereby approves the attached 2019-2020 Bridgeport Citizen's Union Committee as selected by members of the Bridgeport City Council.

2019-2020
Bridgeport Citizen Union
PY 45

| District | NAME ADDRESS, PHONE, EMAIL | NAME, ADDRESS, PHONE, EMAIL |
|----------|---|--|
| 130 | <p>Roberta Burns-Howard 184 Harborview Avenue Bridgeport, CT 06605 203-767-0062</p> <p>rjburnshoward@gmail.com Christina Smith</p> | <p>Pastor Dorian Wright 64 Waldorf Avenue Bridgeport, CT 06605 203-923-3093</p> <p>doranwright@gmail.com Pete Spain</p> |
| 131 | <p>Dion Lake 695 Park Ave Bridgeport, CT 203-526-9663</p> <p>dionlake@gmail.com Denese Taylor - Moye</p> | <p>Elizabeth Torres 431 Park Ave Bridgeport, CT 06604 203-551-1873</p> <p>Jack Banta</p> |
| 132 | <p>Rolanda Smith 1085 Iranistan Ave Bridgeport, CT 06604 203-543-7163</p> <p>rolandasmith1099@yahoo.com Marcus Brown</p> | <p>Lilly Alves 120 Dixon Street Bridgeport, CT 06604 203.260.0827</p> <p>lillianmalves@gmail.com Kyle Piche Logan</p> |
| 133 | <p>David Zarnowski 250 Madison Terrace Bridgeport CT 06606 203-627-5798</p> <p>zarnowskidavid@gmail.com Jeanette Herron</p> | <p>Josh Mojica 2600 Park Ave Bridgeport, CT 06604 203-491-7753</p> <p>Mojica_josue@yahoo.com Michael DeFilippo</p> |
| 134 | <p>Donald Donaldson 87 Rosalie Drive Bridgeport, CT 06606 203-383-9393</p> <p>usmarine7781@aol.com Amy Marie Vizzo-Paniccia</p> | <p>Michele Lyons</p> |
| 135 | <p>Linda Jones 37 Sunshine Cr. Bridgeport, CT 06606 203-545-5215</p> <p>LaLindaJones1@gmail.com Rose Roman - Christy</p> | <p>Mary McBride-Lee</p> |
| 136 | <p>Fabio Mazo 1003 Grand St. Bridgeport, CT 06604 203-572-8757</p> <p>fmazo91@gmail.com Maria Zambrano Viggiano</p> | <p>Danny Domingos 69 Richardson St Bridgeport, CT 06610 475-777-8061</p> <p>Dannydnew1@gmail.com Alfredo Castillo</p> |
| 137 | <p>LaQuita Boles 431 Park St Bridgeport, CT 06608 203-887-3121</p> <p>Laquitaboles7@gmail.com Aidee Nieves</p> | <p>Wilfredo Martinez 426 Boston Avenue Bridgeport, CT 06610 203-685-8980</p> <p>Maria Valle</p> |
| 138 | <p>Charmaine McIntosh 181 Kensington Pl Bridgeport, CT 06610 917-627-1546</p> <p>charmack@att.net Nessah J. Smith</p> | <p>Stacey Hughes 161 Evers St Bridgeport, CT 06610 203-572-4578</p> <p>Stacey0907@hotmail.com Karen Jackson</p> |

TEST CITY CLERK

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| | | |
|-----|---|---|
| 139 | Clement Young 30 Freeman St. Bridgeport, 06607 203-275-7263 <u>Clemyoung59@gmail.com</u> Eneida Martinez | Elizabeth Ann Barnes 130 Hollister Ave Bridgeport, C T 06607 203-726-1620 <u>Maryj5757@gmail.com</u> Ernest Newton |
|-----|---|---|

Names in highlighted in yellow are replacements to the 2019-2020 Citizen Union
Revised 2/26/2019 following Miscellaneous Matters Committee Meeting

Item # 40-18

Tentative Agreement with Bridgeport Building
Trades Council regarding their Bargaining
Contract.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: March 4, 2019

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed: _____

Special Note: MAYOR DIDN'T SIGN REPORT

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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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


Item No. 40-18

RESOLVED, That the attached Collective Bargaining Agreement between the City of Bridgeport, Board of Education and Fairfield County Building and Construction Trades Council (Bridgeport Building Trades Council) for the period of August 1, 2015 through July 31, 2025, be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

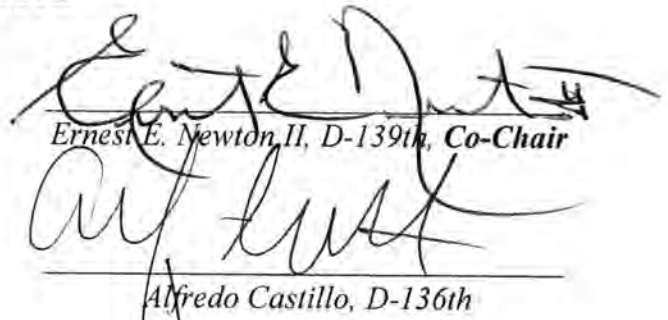


Jeanette Herron, D-133rd, Co-Chair

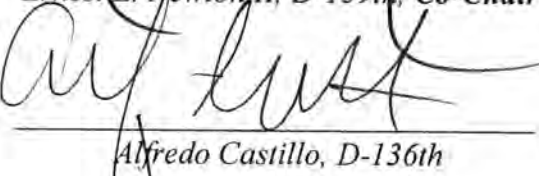


Jack O. Banta, D-131st

Michael A. Defilippo, D-133rd



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



Alfredo Castillo, D-136th

Maria Zambrano Viggiano, D-136th

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: March 4, 2019

Tentative Agreement
between
Fairfield County Building and Construction Trades Council
and the
City of Bridgeport and Board of Education

December 3, 2018

The undersigned parties agree to the following changes to the terms and conditions of the collective bargaining agreement:

Article 7 – Work Week Schedule and Overtime

New section

7.10 - Any employee who is required to work overtime that is not coterminous with the employee's regular work week schedule shall receive of a minimum of four (4) hours overtime pay.

Article 12 – Insurance

Effective December 1, 2018, in lieu of the existing health plan offered to employees and retirees (hereinafter "plan participants") administered by CIGNA and Express Scripts, Inc., the Parties agree to switch plan participants to the State of Connecticut Partnership 2.0 Plan (Plan).

Duration

All provisions of this agreement shall remain in full force and effect until July 31, 2025.

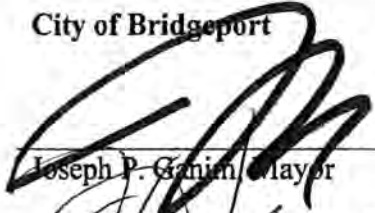
No additional changes

Other than the changes referenced in this agreement, all terms and conditions of the current Collective Bargaining Agreement between the Fairfield County Building and Construction Trades Council (a.k.a. Bridgeport Building Trades Council) and the City of Bridgeport and Board of Education beginning on August 1, 2015 and expiring on July 31, 2025, will remain unchanged for the duration of this Tentative Agreement.

Ratification

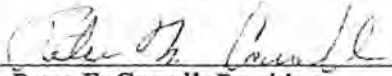
This Tentative Agreement is subject to ratification by the Union membership and the City.

City of Bridgeport

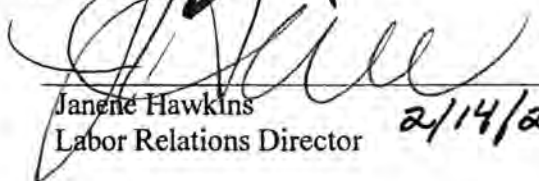


Joseph P. Ganim, Mayor

**Fairfield County Building and Construction
Trades Council**



Peter F. Carroll, President



Janene Hawkins
Labor Relations Director

2/14/2019