

AGENDA

CITY COUNCIL MEETING

TUESDAY, JANUARY 21, 2020

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral and City Council Citation(s): Recognizing the 2019 Bridgeport Fire Prevention Poster Winners Mariah Torres-Moore, Grade 5 of Blackham School and Aurora Johnson, Grade 4 of Winthrop School.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: January 6, 2020

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 25-19** Communication from OPED re: Proposed Resolution regarding the Approval of the 2020-2021 Citizens' Union Committee, referred to Miscellaneous Matters Committee.
- 27-19** Communication from Central Grants re: Grant Submission: United States Conference of Mayors (USCM) for Dollarwise Innovation Grant (#21320), referred to Public Safety and Transportation Committee.
- 28-19** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Victor Vizcarrondo, referred to Miscellaneous Matters Committee.
- 29-19** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Freddie Manning, referred to Miscellaneous Matters Committee.
- 30-19** Communication from Labor Relations re: Proposed Tentative Agreement with AFSCME 1303-272 (City Attorneys) Collective Bargaining Agreement for 2018-2022, referred to Contracts Committee.

**RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:**

- 26-19** Resolution presented by Council President Nieves re: Proposed resolution for the endorsement of the FY20 Regional Performance Incentive Program re: Grant Application by the Connecticut Metropolitan Council of Governments (MetroCog) to the State of Connecticut Office of Policy and Management for a Regional Electronic Content Management System, referred to Economic and Community Development and Environment Committee.

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

- \*19-19** Contracts Committee Report re: Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Manuel Firpi having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.

**MATTERS TO BE ACTED UPON:**

- 11-19** Public Safety and Transportation Committee Report re: Honorary Street Naming of Logan and Carrie Streets as "Reverend Dr. Sulton Stack, Jr. Way".

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, JANUARY 21, 2020 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

**NAME**

**SUBJECT**

---

Beth Lazar  
1241 Main Street, Apt. 728  
Bridgeport, CT 06604

Remington Woods being slated for  
destruction by the end of 2020.

Lela Florel  
1465 Chopsey Hill Road  
Bridgeport, CT 06606

The need to preserve Remington Woods as  
a Wildlife Nature Preserve with walking  
paths and its impact on the city.

J.D. Smith  
1465 Chopsey Hill Road  
Bridgeport, CT 06606

Preserving Remington Woods.

Deolinda Ruas  
1241 Main Street, Apt. 929  
Bridgeport, CT 06604

Remington Woods.

Myron Dukes  
184 Harriet Street  
Bridgeport, CT 06608

Orcutt Boys & Girls Club/Equality.

1/22/2020

City Clerk's Office Note:

There was no stenographer in attendance for the Tuesday, January 21, 2020 (due to stenographer being sick) City Council Meeting. The meeting was recorded, and tapes were provided to the stenographer for transcription of minutes free of charge.

Frances Ortiz  
Assistant, City Clerk

RECEIVED  
CITY CLERKS OFFICE  
20 JAN 22 PM 3:46  
ATTEST  
CITY CLERK

**CITY COUNCIL MEETING  
PUBLIC SPEAKING FORUM  
TUESDAY, JANUARY 21, 2020  
6:30 P.M.**

**City Council Chambers, City Hall  
45 Lyon Terrace  
Bridgeport, CT**

**CALL TO ORDER**

Council President Nieves called the Public Speaking Session to order.

She noted that the meeting was being recorded because there was no stenographer present.

**ROLL CALL**

The City Clerk Lydia Martinez called the roll.

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

RECEIVED  
CITY CLERK'S OFFICE  
20 JAN 27 PM 4:48  
CITY CLERK

A quorum was present. Council President noted that Council Member Herron had an excused absence.

Council President Nieves announced that five speakers had previously signed up and an additional four speakers had signed up from the floor. She reminded everyone that the public speaking rules had changed to 10 speakers for 3 minutes each and the speakers' remarks must remain germane to their stated topic.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, JANUARY 21, 2020 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.**

NAME

SUBJECT

**Beth Lazar**  
1241 Main Street, Apt. 728  
Bridgeport, CT 06604

Remington Woods being slated for  
destruction by the end of 2020.

Ms. Lazar came forward and read the following statement into the record:

I am a member of Preserve Remington Woods. I want to explain how preserving Remington Woods benefits the City of Bridgeport and the world at large. Remington Woods is an over 400 acre forest located on the Bridgeport/Stratford border. Remington Woods contains a 23 acre lake, meadows and wetlands. It is home to thousands and thousands of trees, 70 species of birds including bald eagles, and a multitude of wildlife such as deer, fox, raccoons and box turtles. The trees of the forest sequester carbon and omit oxygen. This mitigates climate change and asthma rates. The trees of the woods help prevent flooding and cool the air in the summer.

Bridgeport's Master Plan states, "Bridgeport Values Nature". A couple of the plan's priorities are rehabilitating abandoned buildings downtown and developing the waterfront, yet the latest Bridgeport zoning map has Remington woods zoned for industry! Knocking down the last urban forest is not valuing nature.

Over 23 %of the office space is vacant and or abandoned in Fairfield County. There are also a lot of vacant industrial buildings, especially on Barnum Avenue. These buildings should be rehabbed and utilized instead of destroying and killing the vibrant living community of wildlife, birds, plants and trees which is Remington Woods.

A spin-off of Dupont/Dow, the Corteva Corporation now owns Remington Woods and could start knocking it down as early as the end of this year, 2020. Corteva Corporation produces chemicals which are killing off vitally necessary pollinating bees, killing wildlife, and causing cancer in humans.

Do your part to help mitigate climate change and asthma rates. Proves that you value nature. Preserve Remington Woods. You can do this by not giving any permits to the corporations that are going to destroy the woods. Preserve Remington Woods.

**Lela Florel**  
1465 Chopsey Hill Road  
Bridgeport, CT 06606

The need to preserve Remington  
Woods as a Wildlife Nature Preserve  
with walking paths and its impact on  
the city.

Ms. Florel came forward and said that she was born and raised in Bridgeport and was a taxpayer. She said environmental considerations had become increasingly important. The destruction of the life of the planet including the oceans. She asked the Council Members not to allow the destruction of Remington Woods and become part of the world-wide problem. Destroying any part of Remington Woods would destroy the whole. The forest is a living organism like our bodies. She asked what part of our bodies would be okay to leave out. There are many different

types of wildlife there. She recounted some of the memories from her girlhood. People need nature and nature needs a place. There are 70 species of birds along with many other varieties of wildlife. Remington Woods needs to be preserved in its entirety as a wildlife preserve with walking paths for humans and wildlife alike. It contributes to the well-being to the community. She said that in the coming years, she hoped Bridgeport would show how it values nature by preserving this precious natural treasure.

**J.D. Smith**

Preserving Remington Woods.

1465 Chopsey Hill Road  
Bridgeport, CT 06606

Mr. Smith came forward and spoke about how chemicals cause cancer, kill birds and fish, and brain damage. The woods provides crucial life services 24/7 for free. He went on to speak about all the benefits the woods provide for the residents including the social benefits of reducing crime and violence, improving test scores and providing future opportunities. The trees give off oxygen, which everyone needs while cleaning up pollution. Bridgeport deserves this forest. Preserve Bridgeport's life services. Preserve Remington Woods.

**Deolinda Ruas**

Remington Woods.

1241 Main Street, Apt. 929  
Bridgeport, CT 06604

Ms. Ruas came forward and introduced herself. She said that she had lived in Bridgeport most of her life. She was present to speak about Remington Woods. As a child, she played in Remington Woods. She spoke about her early years growing up on the East Side of Bridgeport and playing in the street. While she was familiar with other parks, she was amazed by Remington Woods. She was able to see trees and grass growing apparently for miles and it was quiet and peaceful. There were no sirens or cars. She could think there. That is where she discovered that there were other things outside of herself that deserved respect. This taught her to respect herself. Ms. Ruas went on to graduate as third in her high school class and graduated from college. She would like to have the opportunity for others to experience this, particularly in a time when things are constantly being torn down. She asked the Council to please help preserve Remington Woods.

**Myron Dukes**

Orcutt Boys & Girls Club/Equality.

184 Harriet Street  
Bridgeport, CT 06608

Mr. Dukes came forward and said that he was present as a father, a concerned citizen, a small business owner and a strong pillar in the community. He loves Bridgeport and had some suggestions to help the City.

Orcutt Boys and Girls Club is very important for the City and was a special place for him. Returning to the City, he noticed a lot of dissention on the East End. He suggested that the outside sign be changed to read "Orcutt Boys and Girls" rather than "Orcutt Boys Club". This will welcome both boys and girls together.

Mr. Dukes said he would like a list of all City Ordinances for transparency. He asked whether the Orcutt Boys and Girls Club would have a working computer lab so students could come and study after school. He asked why they did not have a functioning pool. He spoke about the bacteria count at a pool that became a health hazard. Everyone talks about the level of violence, but there are no after school activities for the youth. He asked for a diversified staff and Board at the Club. There should be cameras in the facility to monitor the children because of all the sexual scandals all over the nation. He asked for more female staff members. No more showboating. There needs to be a concerted effort to revitalize and rebuild the Club.

**Eric Arabo**  
Bridgeport, CT

Mr. Arabo came forward and said he was present to speak about environmental racism and preserving Remington Woods which was an important part of the city. He said that he grew up in an area that had a nature preserve for the residents to explore and enjoy. This was incredibly valuable and would not trade those experiences for anything. If the people present want to have an experience of enjoying nature and getting away from the sounds of the City, they would not be able to do that. They would have to go to another town. This is not an accident because Bridgeport has gotten the short end of the stick in so many other ways. This is because the City is poor and less white than the towns like Mr. Arabo grew up in. Environmental racism can be seen in the difference and other ones. Cities are often the ones most affected by pollution and often are the very last to receive assistance in dealing with the situation. Preserving Remington Woods could be an important step in Bridgeport's future and help the children have the same opportunities that Mr. Arabo did in experiencing nature. The looks on children's faces when they see flocks of migrating birds or watching other wildlife. This is something they should have the opportunity to experience. It is important to insure they have those experiences close to home. We need to stand up against environmental racism and helping nature. If Remington Woods is preserved in its entirety, if Bridgeport values nature, it would be doing the right thing.

**Wanda Simmons**  
Bridgeport, CT

Ms. Simmons came forward and said that she was present to speak on behalf of Remington Woods. She had the pleasure of enjoying the woods and listened very carefully to those who spoke earlier and what they were advocating. This is actually about the children. She was born and raised in Bridgeport and Bridgeport's children deserve this because it is serene and allows children to relax. She said that she agrees with the Preserve Remington Woods group 100%.

Ms. Simmons then spoke about how Orcutt Boys Club has been instrumental in saving children. She is a volunteer there many nights and the children need this service.

**Linda Alford**  
Bridgeport, CT

Ms. Alford came forward and said that she had just heard about the issue of Remington Woods. She was born and raised in Costa Rica and grew up with a pet iguana. Growing up, she learned about different animals and was amazed to find how many different animals are found in



Remington Woods. She hoped that everyone who was present understood that the adults have children and some of them don't know what it is to leave their television to do other things. In Costa Rica, she took the monkeys and other wildlife for granted, but now she lives in a concrete jungle. When we take ourselves away from what is really important, which is just breathing. It will be important to preserve this for the children.

Council Member Maria Pereira came forward and read a statement into the record.

I think it is highly appropriate to open my statement with a quote from Dr. Martin Luther King Jr. "There ~~comes a~~ ~~time when one~~ must take a position that is neither safe, nor politic, nor popular, but he must take it because conscience tells him it is right."

I would like to start with the Rules of the City Council which every single member voted to approve except me

City Council Rule VIII Section 15 has been violated at every single City Council Meeting

- It requires an Executive Summary be provided to include a substantive summary of the matter, not ridiculous comments such as "excessive use of force"
- a financial impact analysis- to include BEST REASONABLE ESTIMATES as to ALL expenditure effects of the reference if approved as requested, not ridiculous statements like "\$20,000 or more"
- and that COPIES OF ALL EXECUTIVE SUMMARIES SHALL BE DISTRIBUTED TO EACH COUNCILPERSON . . . WHEN THE MATTER IS REFERRED BY THE FULL CITY COUNCIL TO COMMITTEE FOR REVIEW.

Rule Four states that no one can speak at City Council Meetings other than members without a majority vote of ALL the members of the City Council, yet it appears Mark Anastasi Chairs these meetings instead of Mayor Ganim whom by the way regularly appears disorientated because he clearly has not read a single document prior to the meetings themselves and is often hunched over his cellphone texting when he is responsible for presiding over an effective & organized meeting. At the last meeting we also had Lynn Haig and another associate City Attorney speak in absolute violation of this rule.

At a meeting where I made a motion to suspend the City Council Rules to add the Resolution regarding John Ricci, Mark Anastasi strolled over to tell me I had to suspend a section of the City Charter, not the Rules. Can someone explain to me how ANYONE can suspend a provision of the City Charter when it serves as our constitution and is ratified by voters?

Mayor Ganim has repeatedly attempted to end debate which can only be accomplished by a vote of the City Council, and members have repeatedly yelled out while someone has been recognized and has the floor including one member who yelled out a motion to move the question when their microphone light was not on and they had not been recognized to speak in absolute violation of City Council Rule VIII.

I had a City Council Member at the last meeting making disparaging remarks about me from both his seat and while walking by me while the meeting was in progress, in full view of the City Council President, which was in absolute violation of City Council Rule 26.

We had a City Council Member verbally attack a Public Speaker who was quite appropriate in their remarks. They were not yelling, swearing, threatening or otherwise inappropriate in their remarks. We can't verbally attack public speakers when the City Council Rule 25 states that if a public speaker behaves in that manner their speaking privileges may be revoked.

Members have repeatedly violated the City Council Rules and Robert's Rules of Order, yet the Chair(s) fails to rule them out of order which is a poor reflection on their leadership ~~or kick them out~~

Quite frankly, I can go on and on about the many rule violations that have been committed since December 2<sup>nd</sup>.

The bottom line is 19 members of the City Council voted to adopt the City Council Rules, which included the adoption of Robert's Rules of Order. If you recall, I stated on the record that I believed the City Council Rules had many flaws including potential violations of state law which is why I did not vote for them. Since all of you adopted them, I would hope that means you have studied them, understand them, possess a working knowledge of them, and are able to abide by them.

If you haven't, please take the time to do so.

## ADJOURNMENT

Council President Nieves adjourned the public speaking.

Respectfully submitted,

Telesco Secretarial Services

City of Bridgeport  
City Council  
Regular Meeting  
January 21, 2020

**CITY OF BRIDGEPORT**  
**CITY COUNCIL MEETING**  
**TUESDAY, JANUARY 21, 2020**

**7:00 P.M.**

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

**Bridgeport, Connecticut**

**CALL TO ORDER**

Council President Nieves called the meeting of the City Council to order at 7:06 p.m.

**PRAYER**

Council President Nieves requested Rev. McBride-Lee to lead those present in prayer.

**PLEDGE OF ALLEGIANCE**

Council President Nieves requested Council Member Vizzo-Paniccia to lead those present in reciting the Pledge of Allegiance.

**ROLL CALL**

The City Clerk called the roll.

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

**Mayoral and City Council Citation(s): Recognizing the 2019 Bridgeport Fire Prevention Poster Winners Mariah Torres-Moore, Grade 5 of Blackham School and Aurora Johnson, Grade 4 of Winthrop School.**

The 2019 Bridgeport Fire Prevention Poster Winners Mariah Torres-Moore, Grade 5 of Blackham School and Aurora Johnson, Grade 4 of Winthrop School were called forward and

presented with both Mayoral and City Council Citations recognizing their contributions to Bridgeport fire safety.

**MINUTES FOR APPROVAL:**

**Approval of City Council Minutes: January 6, 2020**

**\*\* COUNCIL MEMBER BROWN MOVED THE MINUTES OF THE JANUARY 6, 2020 MEETING.**

**\*\* COUNCIL MEMBER CRUZ SECONDED.**

Council Member Martinez stated that Council President Nieves had stated during the meeting that Council Member Martinez was absent due to the flu. Please change the record to reflect that her absence was excused.

The following changes were submitted for the January 6, 2020 minutes:

Page 6, following **City Council Citation(s): Recognizing the Recipients of the 2019 City of Bridgeport “Employee of the Year” Award –**

Please add the following comment: “The employees’ names who received the 2019 “Employee of the Year” are not identified anywhere in the minutes. Certainly, the employees’ names and position that were honored should be codified in the minutes.”

The 2019 winners are:

Richard Kascak (City Attorney)  
Kim Jack (Finance)  
Francisco Rivera (EOC)  
Tamara Root (Housing/Health)  
Gloria Castillo (Lighthouse)  
Ellen Gerrity (Public Facilities)  
Kimberle Laue (Purchasing)  
John Martinsky (Tax Collector)  
Christina Resto (Town Clerk)

Page 6, Correction of Minutes from December 16, 2019, Please change:

“Page 14, **MOTION FOR IMMEDIATE CONSIDERATION:** Council Member Pereira expressed concern about the number of votes that were taken regarding this matter. However, a review of the audio recording of the meeting and the written record of the vote was done and the substance and number of votes as presented in the minutes were found to be accurate.”

To: “That was not the concern I expressed on January 6th. The issues at hand is that December 16, 2019 minutes states on Page 12, last paragraph that the  
“\*\* MOTION FOR IMMEDIATE CONSIDERATION FAILED TO PASS...”  
That is not correct. The motion for immediate consideration passed unanimously.

The paragraph should read "\*\*\* THE RESOLUTION REGARDING THE RESIGNATION OF THE DIRECTOR OF PUBLIC FACILITIES, JOHN RICCI, FAILED TO PASS."

Page 8, second to last paragraph – "Atty. Anastasi reviewed the process with her" needs to be stricken. Please replace with "Attorney Anastasi stated he could not confirm that the ordinance had been followed regarding the required letter that the City Attorney must mail to each City Council member notifying them that the City Attorney intended to settle pending litigation at a cost of below \$20,000 which triggered the 20 day notice period."

Page 9, -- Summary of discussion on the acquisition of the Bridgeport Breakwater Lighthouse – "Council Member Pereira expressed concerns about the proposal because the 126 year old Lighthouse was located on private land, needed remediation, there was a non-profit interested in acquiring the Lighthouse at no cost to taxpayers, it was already protected as part of the National Historic Registry which meant is [sic] could not be demolished or altered in any meaningful way, and the City Council had failed to receive the required Executive Summary from the Office of Economic Development as per City Council Rule VIII Section 15."

Please add "Ms. Haig stated that just to bring the Lighthouse up to reasonable maintenance standards it would cost between \$50,000 - \$100,000 and that funds for this project were already available in the budget."

Page 11, First full paragraph on Settlement with Sue Ann Pavia & James Nardozzi – There was no "Court ruling" regarding non-committee members entering executive session; it was a ruling of Freedom of Information Commission." Please substitute the language.

Page 12, The vote to approve a settlement with Leona Williams identifies Maria Pereira as voting in favor. I opposed the settlement.

**\*\* COUNCIL MEMBER BROWN MOVED TO AMEND THE MINUTES OF THE JANUARY 6, 2020 MEETING AS PRESENTED.**

**\*\* COUNCIL MEMBER BRANTLEY SECONDED.**

**\*\* THE MOTION TO AMEND THE MINUTES OF THE JANUARY 6, 2020 MEETING AS PRESENTED PASSED UNANIMOUSLY.**

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

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**25-19 Communication from OPED re: Proposed Resolution regarding the Approval of the 2020-2021 Citizens' Union Committee, referred to Miscellaneous Matters Committee.**

**27-19** Communication from Central Grants re: Grant Submission: United States Conference of Mayors (USCM) for Dollarwise Innovation Grant (#21320), referred to Public Safety and Transportation Committee.

**28-19** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Victor Vizcarrondo, referred to Miscellaneous Matters Committee.

**29-19** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Freddie Manning, referred to Miscellaneous Matters Committee.

**30-19** Communication from Labor Relations re: Proposed Tentative Agreement with AFSCME 1303-272 (City Attorneys) Collective Bargaining Agreement for 2018-2022, referred to Contracts Committee.

**RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:**

**26-19** Resolution presented by Council President Nieves re: Proposed resolution for the endorsement of the FY20 Regional Performance Incentive Program re: Grant Application by the Connecticut Metropolitan Council of Governments (MetroCog) to the State of Connecticut Office of Policy and Management for a Regional Electronic Content Management System, referred to Economic and Community Development and Environment Committee.

**\*\* COUNCIL MEMBER MARTINEZ MOVED COMBINE AND REFER THE FOLLOWING ITEMS TO BE REFERRED TO COMMITTEES:**

**25-19** COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION REGARDING THE APPROVAL OF THE 2020-2021 CITIZENS' UNION COMMITTEE, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

**27-19** COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: UNITED STATES CONFERENCE OF MAYORS (USCM) FOR DOLLARWISE INNOVATION GRANT (#21320), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

**28-19** COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH VICTOR VIZCARRONDO, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

**29-19** COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH FREDDIE MANNING, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

**30-19** COMMUNICATION FROM LABOR RELATIONS RE: PROPOSED TENTATIVE AGREEMENT WITH AFSCME 1303-272 (CITY ATTORNEYS) COLLECTIVE BARGAINING AGREEMENT FOR 2018-2022, REFERRED TO CONTRACTS COMMITTEE.

**RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:**

**26-19 RESOLUTION PRESENTED BY COUNCIL PRESIDENT NIEVES RE: PROPOSED RESOLUTION FOR THE ENDORSEMENT OF THE FY20 REGIONAL PERFORMANCE INCENTIVE PROGRAM RE: GRANT APPLICATION BY THE CONNECTICUT METROPOLITAN COUNCIL OF GOVERNMENTS (METROCOG) TO THE STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT FOR A REGIONAL ELECTRONIC CONTENT MANAGEMENT SYSTEM, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

**\*\* COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Pereira said that there was a labor agreement with AFSCME and she wished to have a summary of all potential costs and expenses incurred by approving that contract. This was not provided. She said that the attorney was required by the rules to be present at the meeting and have the documentation distributed electronically at every regular Council meeting. She said that she wanted this to be clear on the record. It is an extensive contract with large salaries involved. The Council Members should have this documentation because they are required to have it.

Council President Nieves explained that they could not discuss the item in its entirety, but only discuss the fact that it was being referred to the Committee. She added that Council Member Pereira was correct and that she would inform the City Attorneys that they needed to abide by the rules.

Council Member Pereira then asked about the two legal settlements. Council President Nieves said that this should be discussed in Committee. Council Member Pereira said that the total cost should be given to the Council Members. She said that she wanted the rules to be followed. Council President Nieves said that this was duly noted and would be informing the City Attorney's Office to add the information into the transmittal letters.

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

**\*19-19 Contracts Committee Report re: Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Manuel Firpi having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.**

Council President Nieves asked if there was any Council Member who would like to remove an item from the Consent Calendar. Council Member Brown and Council Member Vizzo-Paniccia requested that the item be removed from the Consent Calendar.

**\*\* COUNCIL MEMBER NEWTON MOVED THE FOLLOWING ITEM:**

**19-19 CONTRACTS COMMITTEE REPORT RE: REQUEST BY THE FIRE CHIEF PURSUANT TO AND IN ACCORDANCE WITH C.G.S. §7-430 AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT MANUEL FIRPI HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN EMPLOYED BY THE CITY FOR ANOTHER YEAR.**

**\*\* COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Brown said that the State Statutes requires that firefighters or police officers be approved for additional service once they reach the age of 65. He asked if this was the first time that the firefighter was receiving an extension.

Council Member Newton said that this was the second request for an extension from this firefighter. State statute allows the firefighters and police officers to request three extensions. He noted that the State law could allow for a rejection.

Council Member Vizzo-Paniccia said that she was being consistent with her previous votes against this issue and had nothing to do with the firefighter.

Council Member Pereira said she was on the Committee and it has been stated in that meeting that the Council had to approve the request, but she pulled the State Statute and it is not required to approve it. The Council may approve the request up to three times, but the firefighter has to undergo a complete physical. She said that she had asked the firefighter if he could carry a 200 pound victim, and he replied that he could. However, he noted that at a fire, he would be directing the apparatus and the rescue efforts. She said for that reason, she was approving the request.

Council Member Lyons said that she had abstained from voting on this issue. She would be voting no on this issue.

Council Member Cruz said he had been at the Contracts Committee and was having a problem since this was the second request for an extension by the individual. It is important to create new positions for firefighters. The practice of giving extension after extension is not good.

Council Member Roman-Christy said that she had been told about this but had not seen this in any other City contract. For that reason, she would be voting no.

Council Member Newton reminded everyone that if the Council Members denied the request, the position would not be filled until the next test for the position would be given. Most of the firefighters who were requesting extensions were in administration.

Council Member Burns said that he was on the Contracts Committee and that the firefighter had quite a bit of experience. He added that this individual was quite committed and wished to continue to serve. He said that he would be voting in favor of this.

Council Member Cruz said he appreciated Council Member Newton's perspective but felt if the firefighter retired, someone else would move into the position. It is time to consider positions for other firefighters.

**\*\* THE MOTION TO APPROVE THE CONSENT CALENDAR ITEM 19-19 CONTRACTS COMMITTEE REPORT RE: REQUEST BY THE FIRE CHIEF PURSUANT TO AND IN ACCORDANCE WITH C.G.S. §7-430 AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT MANUEL FIRPI HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN EMPLOYED BY THE CITY FOR ANOTHER YEAR PASSED WITH TWELVE (12) IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, BROWN, BRANTLEY, DEFILIPPO, CASTILLO, NIEVES, PEREIRA, SULIMAN, MARTINEZ AND NEWTON) AND SIX (6) AGAINST (CRUZ, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY AND VALLE).**

**MATTERS TO BE ACTED UPON:**

**11-19 Public Safety and Transportation Committee Report re: Honorary Street Naming of Logan and Carrie Streets as "Reverend Dr. Sulton Stack, Jr. Way".**

**\*\* COUNCIL MEMBER LYONS MOVED THE ITEM.**

**\*\* COUNCIL MEMBER MARTINEZ SECONDED.**

Council Member Lyons said that there had been a significant amount of discussion on this issue including the cost, having multiple signs on the same post and whether emergency services would have difficulty with the numerous signs. These were some of the reasons why this did not have a unanimous approval.

Council Member Brown said he had been consistently voting against this type of honorary naming since he had been on the Council. He does not know the individual and while the individual was probably very worthy, he would be voting against this item.

Council Member Pereira said that she had several concerns which had been stated in Committee. She said that having multiple street signs could be confusing to emergency services. Secondly, on the new MapQuest, someone who might be visiting would not know the difference between the honorary naming and the actual street name. The street signs are very confusing and should be done in memory of someone who has made significant contributions and should be done in a different color.

Council Member Vizzo-Paniccia said since she had started on the Council, she had been against honorary street naming for the deceased or the living. She said she would like to see another method of honoring the various individuals. Council Member Vizzo-Paniccia said that she would be voting against this.

Council Member Taylor-Moye said she had heard from many people about the issue and why they should or should not be there. No one had ever complained about the signs but if this is



something that the Council Members wish to change in the resolution, they should do so without an honorary naming being on the agenda.

Council Member Brantley requested the question be moved.

**\*\* THE MOTION TO MOVE THE QUESTION FAILED TO PASS WITH EIGHT (8) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BRANTLEY, DEFILIPPO, CASTILLO AND VALLE) AND TEN (10) OPPOSED (BROWN, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, NIEVES, SULIMAN, PEREIRA, MARTINEZ AND NEWTON).**

Council Member McBride-Lee said she had nothing against Dr. Stack, but felt this issue needs to be addressed. She said on the maps, the honorary names will not come up. If the Council Members want to change, they should change the practice. But those who have contributed to the community should be recognized.

Council President Nieves noted that there was a proposed ordinance about this issue.

Council Member Brantley then spoke about the fact that she knew Rev. Stack and mentioned his impact on the community. She asked how they would determine what was significant or historical. She pointed out there were many streets named after individuals who no one remembers. If this is done, it needs to be done correctly, by making a complete name change.

Council Member Lyons said that as the Co-chair, she asked that anyone with questions to please to send her their questions. Secondly, she asked for clarification on abstentions.

Attorney Bohannon came forward and directed everyone to Rule 10 of the December 2, 2019 revised City Council Rules, which reads that no member shall be excused on voting on any question unless he is personally interested in the result except by unanimous consent. The Council Members should familiarize themselves with the provisions of the Bridgeport Code of Ordinances and Code of Ethics. When a Council Member abstains from voting, they should state generally the nature of the conflict of interest justifying such abstention. No member shall be permitted under any circumstances whatsoever, to vote after the decision.

Council member Lyons said that she had previously abstained and wanted clarification.

Council Member Newton said that he did not understand how people could sit in the Chambers and object. He said that there were streets in the City named after people and he had no idea as to who these individuals were. He gave an example of changing Stratford Avenue's name.

Council Member Vizzo-Paniccia said this is not the first time she had said no to a proposed honorary naming and there was no issues with the individual involved. There are many different views and perspectives. She said that there was confusion with the number of signs. She reiterated that she had voted no on honorary namings for people she had known all her life. This is not personal.

During the roll call vote, there was a discussion regarding whether not having the information was an acceptable reason for an abstention. Council President Nieves checked with Atty. Bohannon and said that Council Member Pereira would have to justify her abstention. She pointed out that Council Member Pereira was not financially conflicted and did not have a personal reason. Council Member Pereira said that this was not how the U.S. Congress handled abstentions. This was a violation of State Law.

Council President Nieves said that the Council should not start a precedent of abstaining for lack of information. Council Member Pereira made several comments about this that were inaudible on the recording.

Atty. Bohannon came forward and said the Council should be in compliance with their own rules. Council Member Pereira said this was a violation of the law. Discussion followed, most of which was inaudible on the recording.

**\*\* THE MOTION TO APPROVE AGENDA ITEM 11-19 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: HONORARY STREET NAMING OF LOGAN AND CARRIE STREETS AS "REVEREND DR. SULTON STACK, JR. WAY" PASSED WITH ELEVEN (11) IN FAVOR (CRUZ, TAYLOR-MOYE, BRANTLEY, DEFILIPPO, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, MARTINEZ AND NEWTON) AND SEVEN (7) OPPOSED (BURNS, MCCARTHY, BROWN, VIZZO-PANICCIA, VALLE, PEREIRA, AND SULIMAN).**

#### ADJOURNMENT

**\*\* COUNCIL MEMBER MARTINEZ MOVED TO ADJOURN.**

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

**\*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at \_\_\_\_\_ p.m.

Respectfully submitted,

Telesco Secretarial Services



*City of Bridgeport, Connecticut*  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**  
**OFFICE OF HOUSING & COMMUNITY DEVELOPMENT**

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone (203) 576-7221 • Fax (203) 332-5611

JOSEPH P. GANIM  
Mayor

THOMAS GILL  
Director

**Comm. #25-19 Ref'd to Miscellaneous Matters Committee**  
**On 1/21/2020**

GINNE-RAE CLAY  
Deputy Director

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

Dear City Clerk;

Attached, please find the list of the 2020-2021 nominees to the Bridgeport Citizen Union. Each nominee is selected by a member of the Bridgeport City Council (20).

Citizen Union members are charged with reviewing applications and making recommendations to the Special Committee for CDBG on how Housing and Urban Development (HUD) funds are prioritized and allocated to eligible applicants, among other tasks.

This item/list is being transmitted to the City Council for referral to the Miscellaneous Matters Committee for recommendations and approvals by the full City Council. Please contact me if you have questions or require additional information.

Sincerely,

Thomas Gill  
OPED

- Cc: Anjerice Miller, HCD  
Alyssa Garcia, HCD  
Daniel Shamas, Chief of Staff  
Janene Hawkins, CAO  
Tom Gaudett, Mayor's Office

RECEIVED  
CITY MANAGER'S OFFICE  
20 JAN 14 PM 2:50

**CITIZEN PARTICIPATION PLAN  
AND  
CITIZENS UNION RESOLUTION  
PY46**

WHEREAS, Bridgeport City Ordinance 2.108.010 establishes a Bridgeport Citizens Union; and

WHEREAS, the Citizen's Union is incorporated into Bridgeport's Citizens Participation Plan; and

WHEREAS, the purpose of the Citizen's Union is to provide citizens of Bridgeport with an organized structure and opportunity to participate in the planning and development of the City's Annual Action Plan which implements the goals and objectives articulated in the Consolidated Plan; and

WHERE, 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 15 members have been selected to serve on the 2020-2021 Citizens Union; and

WHEREAS, the proposed list of members is subject to City Council approval;

Now, therefore be it resolved, that the Bridgeport City Council hereby approves the attached *2020-2021 Bridgeport Citizen's Union* as selected by members of the Bridgeport City Council.

**2020-2021  
Bridgeport Citizen Union  
PY46**

District	NAME ADDRESS, PHONE, EMAIL	NAME, ADRESS, PHONE, EMAIL
130	Mathew McCarthy	Bahati Kamunanwire-Walker 36 Yacht Street Bridgeport CT 06605 203-908-4790 or 646-468-0200  <u><a href="mailto:Bahati.walker@gmail.com">Bahati.walker@gmail.com</a></u>  Scott Burns
131	Glen Pettway 203-369-7634  <u><a href="mailto:gpettway741@gmail.com">gpettway741@gmail.com</a></u>  Denise Taylor - Moore	Samaris Rose 67 Cottage St Bridgeport CT 06605 203-816-1355    Jorge Cruz
132	Rolanda Smith 203-543-7163   Marcus Brown	Joy Taylor 203-258-9399   M. Evette Brantley
133	David Zarnowski 250 Madison Terrace Bridgeport CT 06606 203-627-5798  <u><a href="mailto:zarnowskidavid@gmail.com">zarnowskidavid@gmail.com</a></u>  Jeanette Herron	Josh Mojica 2600 Park Ave Bridgeport, CT 06604 203-491-7753  <u><a href="mailto:Mojica_josue@yahoo.com">Mojica_josue@yahoo.com</a></u>  Michael DeFilippo
134	Donald Donaldson 87 Rosalie Drive Bridgeport CT 06606  <u><a href="mailto:usmarines7781@aol.com">usmarines7781@aol.com</a></u>  Amy Marie Vizzo-Paniccia	       Michele Lyons
135	Linda Jones 37 Sunshine Cr. Bridgeport CT 06606 203-545-5215 <u><a href="mailto:Lalindajones1@gmail.com">Lalindajones1@gmail.com</a></u>  Rose Roman - Christy	       Mary McBride-Lee

136	<p>Fabio Mazo 1003 Grand St. Bridgeport, CT 06604 203 - 572-8757</p> <p><a href="mailto:fmazo91@gmail.com">fmazo91@gmail.com</a></p> <p>Maria Zambrano Viggiano</p>	<p>Danny Domingos 69 Richardson St Bridgeport, CT 06610 475 -777-8061</p> <p><a href="mailto:Dannydnew1@gmail.com">Dannydnew1@gmail.com</a></p> <p>Alfredo Castillo</p>
137	<p>LaQuita Boles 431 Park St Bridgeport CT 06608 203-887-3121</p> <p><a href="mailto:laquitaboles7@gmail.com">laquitaboles7@gmail.com</a></p> <p>Aidee Nieves</p>	<p>Wilfredo Martinez 426 Boston Avenue Bridgeport CT 06610 203-685-8980</p> <p>Maria Ines Valle</p>
138	<p>Maria Pereira</p>	<p>Samia Suliman</p>
139	<p>Clement Young 30 Freeman St. Bridgeport, 06607 203-275-7263</p> <p><a href="mailto:Clemyoung59@gmail.com">Clemyoung59@gmail.com</a></p> <p>Eneida Martinez</p>	<p>Vaughn Sims 302 Union Ave Bridgeport CT 06607 203-528-7967</p> <p>Ernest Newton</p>



JOSEPH P. GANIM  
Mayor

City of Bridgeport, Connecticut  
**OFFICE OF CENTRAL GRANTS**

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

**ISOLINA DeJESUS**  
Manager  
Central Grants

**Comm. #27-19 Ref'd to Public Safety & Transportation Committee  
On 1/21/2020**

January 14, 2020

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

**Re: Resolution –United State Conference of Mayors (USCM)- Dollarwise Innovation Grant (#21320)**

Attached, please find a Grant Summary and Resolution for the **United States Conference of Mayors- Dollarwise Innovation Grant** to be referred to the **Committee on Public Safety and Transportation** of the City Council.

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

Thank you.

Melissa Oliveira  
Central Grants Office

20 JAN 15 PM 16:02

PROBATION OFFICE



**GRANT SUMMARY**

PROJECT TITLE: **United States Conference of Mayors- Dollarwise Innovation Grant (#21320)**

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 Mayor’s Initiative for Reentry Affairs Office is seeking funding for the *Breaking Barriers in ReEntry Program*. Through partnerships with various state and local departments, this program will target individuals six to twelve months prior to release from incarceration with the resources necessary to obtain proper identification, receive financial literacy training and pardon tutorials upon release. The program is designed around three key barriers to securing employment and housing: lack of resources to obtain a state issued identification card, inability to manage finances and the impact of having a criminal record. The *Breaking Barriers in ReEntry Program* seeks to serve 65 of the approximately 1,100 individuals returning to the community. It is expected that of the 65 reentering citizens, 100% will receive identification documentation, at least 45% will retain employment and/or housing, 100% will be required to complete the financial literacy training.

**CONTRACT PERIOD:** 2/1/2020-12/30/2020

FUNDING SOURCES (include matching funds):	
Federal:	\$
State:	\$
City:	\$
Other:	\$ 10,000

GRANT FUNDED PROJECT FUNDS REQUESTED	
Other:	\$ 10,000 (birth certificate, driver’s license/ID cards: new, replacement, reinstatement, GBT 7-day bus pass, financial literacy workshops)

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		
Other:	\$	\$



**A Resolution by the Bridgeport City Council**

**Regarding the**

**United States Conference of Mayors  
Dollarwise Innovation Grant (#21320)**

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

**WHEREAS**, this funding has been made possible through the **United States Conference of Mayors Dollarwise Innovation Grant**; and

**WHEREAS**, funds under this grant will be used to support the development of a direct service program to returning citizens in collaboration with various partnerships; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **United States Conference of Mayors** to support reentering citizens in obtaining resources necessary to acquire proper identification, receive financial literacy training and pardon tutorials upon release in an effort to break the cycle of recidivism and increasing public safety.

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

1. That it is cognizant of the City's grant application to and contract with the **United States Conference of Mayors** for the purpose of the **Dollarwise Innovation Grant**; 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 **United States Conference of Mayors** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

Comm. #28-19 Ref'd to Miscellaneous Matters Committee  
On 1/21/2020

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. Kascak, 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

January 13, 2020

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

**Re: Settlement of Case:**  
**Victor Vizcarrondo v. Juan Esquilin, et al**

Dear Honorable Council Members:

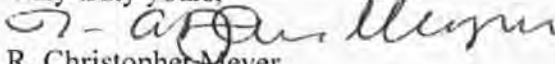
As per a request dated January 6, 2020 of City Council member, Maria Pereira, the above referenced matter should be placed on the agenda for the Miscellaneous Matters meeting of January 27, 2020.

The Office of the City Attorney proposes to settle the above referenced civil litigation pursuant to the City Council's Ordinance Section 2.10.130 and respectfully recommends the following pending lawsuit be settled as set forth below. It is our professional opinion that resolving this matter for the consideration agreed to between the parties is in the best interests of the City of Bridgeport.

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
Victor Vizcarrondo	Alleged use of force	Christopher DeMarco, Esq. 131 Dwight Street New Haven, CT 06511	\$20,000.00

Thank you for your assistance in this matter.

Very truly yours,

  
R. Christopher Meyer  
City Attorney

cc: Joseph P. Ganim, Mayor  
Lydia Martinez, City Clerk  
Richard G. Kascak, Jr., Esq.  
Mark T. Anastasi, Esq.  
Cynthia W. Kane, Paralegal

20 JAN 15 PM 4:29  
CITY ATTORNEY'S OFFICE

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. Kaseak, 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

January 13, 2020

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

Re: **Settlement of Case:**  
***Freddie Manning v. Stephen Lukac and the City of Bridgeport***

Dear Honorable Council Members:

As per a request dated January 6, 2020 of City Council member, Maria Pereira, the above referenced matter should be placed on the agenda for the Miscellaneous Matters meeting of January 27, 2020.

The Office of the City Attorney proposes to settle the above referenced civil litigation pursuant to the City Council's Ordinance Section 2.10.130 and respectfully recommends the following pending lawsuit be settled as set forth below. It is our professional opinion that resolving this matter for the consideration agreed to between the parties is in the best interests of the City of Bridgeport.

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
Freddie Manning	Personal Injury Motor Vehicle	Jeffrey Lynch, Esq. 965 Fairfield Avenue Bridgeport, CT 06605	\$18,500.00

Thank you for your assistance in this matter.

Very truly yours,

R. Christopher Meyer  
City Attorney

Cc: Joseph P. Ganim, Mayor  
Lydia Martinez, City Clerk  
Lawrence Ouellette, Esq.  
Mark T. Anastasi, Esq.  
Kathleen Ranger, Legal Secretary

20 JAN 15 PM 1:29  
CITY OF BRIDGEPORT



CITY OF BRIDGEPORT, CONNECTICUT  
**OFFICE OF LABOR RELATIONS**

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7610

ERIC AMADO  
Interim Director

JOSEPH P. GANIM  
Mayor

COMM. 30-19 Ref'd to Contracts Committee on 01/21/2020.

January 15, 2020

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

20 JAN 15 PM 4:31  
OFFICE

**RE: Tentative Agreement – AFSCME 1303-272 (City Attorneys) Collective Bargaining Agreement for 2018-2022**

Dear Honorable Members:

The City of Bridgeport and **AFSCME 1303-272** have reached a tentative agreement regarding their bargaining unit contract. Attached for your review is a copy of the signed tentative agreement (TA) and a copy of the full collective bargaining agreement (CBA) derived from the TA. The tentative agreement (TA) is subject to ratification by the union membership and approval by the City Council.

Please note that Connecticut General Statute §7-474(b) imposes two (2) important time constraints related to action by a legislative body on this type of agreement. These are:

1. [The agreement] *shall be submitted by the bargaining representative of the municipality within fourteen days of the date on which such agreement is reached to the legislative body which may approve or reject such request as a whole ...* As this agreement was signed on **January 15, 2020**, this requirement has been met.
2. *Such request [to approve the agreement] shall be considered approved if the legislative body fails to vote to approve or reject such request within thirty days of the end of the fourteen-day period for submission to said body.* Based on this language, if the City Council does not accept or reject the agreement by **February 28, 2020**, the agreement will be considered approved by operation of law.

The financial impact of this agreement is primarily in wages. There are secondary impacts related to insurance. The OPM department is preparing a detailed financial impact analysis which will be presented to the Council as soon as practicable.

This office respectfully requests the City Council approve the attached negotiated agreement.

Sincerely,

A handwritten signature in cursive script, appearing to read "Eric Amado".

Eric Amado

Director of Labor Relations

cc: Mayor Joseph P. Ganim

# ON THE RECORD

Tentative Agreement  
 Between City of Bridgeport  
 &  
 Bridgeport City Attorney's Union  
 Local AFSCME 1303-272, Council  
 4

<b>Contract duration</b>	1/1/2018 to 12/31/2022
--------------------------	------------------------

<b>Wages</b>	<b>Increase</b>
Effective 1/1/2018	0.0%
Effective 1/1/2019	2.0%
Effective 1/1/2020	2.0%
Effective 1/1/2021	2.0%
Effective 1/1/2022	2.5%

- The union and city agree to restructuring the existing wage table as indicated below to allow the City more flexibility when hiring new attorneys as well as reflect the current fair market value of public sector attorneys. The starting Step for any newly hired attorney will be based on skills and ability as determined by the hiring manager.

Step #	Salary	Comment
Step 1	\$ 77,000	New as of 1/1/2020
Step 2	\$ 84,000	New as of 1/1/2020
Step 3	\$ 90,669(1)*	Wage as of 1/1/2017 – 12/31/18
Step 4	\$ 96,247(2)*	Wage as of 1/1/2017 – 12/31/18
Step 5	\$ 101,830(3)*	Wage as of 1/1/2017 – 12/31/18
Step 6	\$ 107,411(4)*	Wage as of 1/1/2017 – 12/31/18
Step 7	\$ 112,988(5)*	Wage as of 1/1/2017 – 12/31/18
Step 8	\$ 118,567(6)*	Wage as of 1/1/2017 – 12/31/18
Step 9	\$ 124,145(7)*	Wage as of 1/1/2017 – 12/31/18
Step 10	\$ 129,725(8)*	Wage as of 1/1/2017 – 12/31/18
Step 11	\$ 136,214(9)*	Wage as of 1/1/2017 – 12/31/18
Step 12	\$ 142,500	New Step as of 1/1/2018**

(\*) denotes steps in preceding collective bargaining agreement with corresponding wages.

\*\* No employee shall qualify for Step 12 until January 1, 2020. However, wage percentage increases shall apply to Steps 3-12 inclusive, effective January 1, 2018.

It is understood that the new salary scales identified above will not adversely affect the current salaries of current members of the bargaining unit. For example, if a

member is at the Step 8 salary identified in the collective bargaining agreement preceding this collective bargaining agreement that member now would be at Step 10 of this collective bargaining agreement.

## **2 Medicare cost sharing premium language**

Article 19.3 shall be amended to read as follows:

**193** Retirees prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contract(s). *For members who retire on or after 1/1/2018 and meet the eligibility requirements for retiree health benefits; the retiree and their enrolled eligible spouse at the time of retirement who are provided with a Medicare supplement plan in place of the City's insurance plan; it is agreed that the premium cost share for this insurance coverage shall be based on the premium rate cost of the supplemental plan.*

## **3 Article 19 Insurance**

**194** For employees, and their surviving spouses, if any, who retire on or after the first day of this Agreement and on or prior to the last day of the Agreement, the City will provide and pay for benefits under the Medical Plan or, for those over the age of sixty-five (65), a supplemental plan to Medicare offering benefits equal to the Medical Plan and the Prescription Drug Plan. Coverage for surviving spouses shall terminate upon remarriage.

- (a) Effective July 1, 2010 for purposes of this Article "retirees" shall mean employees who: (1) have completed twenty-five (25) years of continuous municipal service regardless of age; and (2) are eligible to receive full pension benefits in accordance with retirement qualification provisions of the Connecticut Municipal Employees Retirement System (CMERS); and retirees must accept Medicare Part B coverage if eligible and pay for the premium.
- (b) It is the intent of this agreement that for the purpose of determining eligibility for retiree medical benefits all union members hired on or before April 1, 2010 shall be "grandfathered" under the terms specified in this article. All union members whose original date of hire is before April 1, 2010, shall continue to be eligible to retire and receive the medical benefits provided by the current Collective Bargaining Agreement provided they have attained the following: 1. Completed fifteen (15) years of municipal service and are age fifty-five (55) or who have completed

twenty-five (25) years of municipal service regardless of age; and  
2. Are eligible to receive full pension benefits in accordance with the retirement qualifications provisions of the Connecticut Municipal Employees Retirement System (CMERS). The City and the Union agree to list the names of those employees who are covered under this provision as an addendum to the contract. They are: *(Mark Anastasi, Richard Kasack, Jr., John R. Mitola, John Bohannon and Lisa Trachtenburg)*.

(c) Retirees must accept Medicare Part B coverage if eligible.

195 All members of the bargaining unit whose original date of hire is after December 31, 2014 will not be entitled to post-retirement health benefits. It is understood that all union members whose original date of hire is on or prior to December 31, 2014 shall be entitled to post-retirement health benefits if they satisfy the eligibility requirements specified in this collective bargaining agreement. The Union and City agree to list the names of those employees who are covered under this provision as an addendum to the contract. They are: *(Mark Anastasi, Richard Kasack, Jr., John R. Mitola, John Bohannon and Lisa Trachtenburg)*.

**4 Health insurance premium cost share language**

Article 19.11 shall be modified to include the following

(a) Members of the Union who were hired on or before June 30, 2010 or who were regular full-time employees on June 30, 2010 shall have their Premium Cost Share (PCS) contribution capped at twenty five percent (25%) for their health care insurance. This shall include benefits eligible City employees who became new members of the Union by virtue of an intra-City transfer. This 25% PCS cap shall remain in effect for said members throughout their period of employment with the City, and throughout retirement for those employees who fully satisfy the eligibility requirements for health benefits coverage as defined in the Collective Bargaining Agreement and elect to receive City health benefits coverage at the time of their retirement. NOTE: The Union and City have agreed to list the names of these employees as an addendum to the contract. They are: *(Mark Anastasi, Richard Kasack, Jr., John R. Mitola, John Bohannon and Lisa Trachtenburg)*.

(b) New members to the Union, who were hired after June 30, 2010 shall pay a PCS contribution for their health care insurance according to the following schedule: new members shall start at 25% PCS contribution. There will be a one (1) percent increase each year for the PCS up to fifty-percent (50%). This shall be capped at fifty (50%) after twenty-five years of municipal service employment. This PCS cap of fifty percent (50%) is guaranteed to remain intact during this entire period of retirement.



Said premium contribution shall be the above-named amount regardless of the coverage category of employee only, employee plus one, or employee plus family.

- (c) Employees covered under item 4(a) of this agreement who separate from City employment for more than 180 calendar days for any reason other than those mentioned in the following sentence, shall, if re-hired by the City, be treated as new employees according to the terms and conditions of item 4(b) above.

Exceptions to this provision are:

- a) Employees recalled from layoff from an unexpired recall list.
- b) Employees returning from any type of City approved leave of absence, and within the time frames specified in the leave: e.g., military leave, medical leave, personal leave of absence, etc.

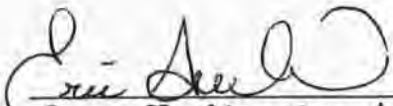
#### **5 Connecticut Partnership Plan 2.0**

Effective October 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). If at any time the City determines that the cost and/or any of the Plan's components are no longer competitive, the City may terminate the Partnership 2.0 Plan and revert back to the plan design as it existed in the CBA on September 30, 2018. Further, plan participants are subject to Plan changes as the Plan may be amended from time to time.


This Tentative Agreement agreed to by the undersigned

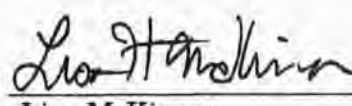
#### **FOR THE CITY**

\_\_\_\_\_  
Joseph P. Ganim, Mayor                                  Date

 1/15/2020  
Janene Hawkins, Eric Amado,                          Date  
Director of Labor Relations

#### **FOR THE UNION**

 4/25/2019  
John Mitola, President                                  Date  
AFSCME 1303-272

 4/25/2019  
Lisa McKinnon    Date  
AFSCME Council 4



**AGREEMENT**

between

**THE CITY OF BRIDGEPORT**

-and-

**BRIDGEPORT CITY ATTORNEYS UNION**

**LOCAL 1303-272, COUNCIL #4, AFSCME, AFL-CIO**

**JANUARY 1, 2018 to DECEMBER 31, 2022**

## Contents

<b>AGREEMENT .....</b>	<b>3</b>
<b>I. THE UNION AND UNION SECURITY.....</b>	<b>3</b>
ARTICLE 1 - RECOGNITION .....	3
ARTICLE 2 - UNION SECURITY AND DUES DEDUCTION.....	3
ARTICLE 3 - SUBCONTRACTING .....	4
ARTICLE 4 - SENIORITY.....	4
ARTICLE 5 - PROBATIONARY PERIOD .....	4
ARTICLE 6 - LAY-OFF AND RECALL .....	5
ARTICLE 7 - UNION ACTIVITIES .....	6
<b>II. MANAGEMENT AND THE WORKPLACE .....</b>	<b>6</b>
ARTICLE 8 - MANAGEMENT RIGHTS .....	6
ARTICLE 9 - HOURS OF WORK .....	7
ARTICLE 10 - DISCIPLINARY PROCEDURE.....	7
ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE.....	7
ARTICLE 12 - TRANSFERS .....	8
ARTICLE 13 - AMERICANS WITH DISABILITIES ACT .....	9
ARTICLE 14 - DRUG AND ALCOHOL TESTING .....	9
<b>III. MONETARY PAYMENTS .....</b>	<b>9</b>
ARTICLE 15 - WAGES .....	9
ARTICLE 16 - PAYMENT OF TUITION.....	10
ARTICLE 17 - LONGEVITY .....	10
ARTICLE 18 - RETROACTIVE PAYMENTS.....	10
<b>IV. BENEFITS .....</b>	<b>10</b>
ARTICLE 19 - INSURANCE.....	10
ARTICLE 20 - PENSION PLAN .....	15
ARTICLE 21 - EMPLOYEE ASSISTANCE PROGRAM (EAP).....	15
<b>V. HOLIDAY AND LEAVES .....</b>	<b>16</b>
ARTICLE 22 - HOLIDAYS .....	16
ARTICLE 23 - VACATIONS.....	17
ARTICLE 24 - SICK LEAVE .....	18
ARTICLE 25 - PERSONAL LEAVE.....	19
ARTICLE 26 - BEREAVEMENT LEAVE.....	19
ARTICLE 27 - LEAVES OF ABSENCES .....	19
ARTICLE 28 - PREGNANCY LEAVE .....	20
ARTICLE 29 - WORKERS' COMPENSATION .....	21
ARTICLE 30 - JURY DUTY .....	22

<b>VI. MISCELLANEOUS.....</b>	<b>22</b>
ARTICLE 31 - CIVIL SERVICE APPLICABILITY.....	22
ARTICLE 32 - APPLICATION TO RETIREES AND OTHERS SEPARATED FROM CITY SERVICE.....	22
ARTICLE 33 - NONDISCRIMINATION.....	22
ARTICLE 34 - BULLETIN BOARDS.....	23
ARTICLE 35 - COPIES OF THE CONTRACT.....	23
ARTICLE 36 - SAVINGS CLAUSE.....	23
ARTICLE 37 - MISCELLANEOUS.....	23
ARTICLE 38 - PRIOR PRACTICE.....	23
ARTICLE 39 - DURATION.....	23
ARTICLE 40 - CITY ATTORNEY.....	24
<b>APPENDICES.....</b>	<b>25</b>
APPENDIX A.....	25
APPENDIX B.....	26
APPENDIX C.....	34

## AGREEMENT

This Agreement is made and entered into by and between the City of Bridgeport (hereinafter referred to as the "Employer") and the Bridgeport City Attorneys' Union, Local 1303-272, Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

### I. THE UNION AND UNION SECURITY

#### ARTICLE 1 - RECOGNITION

- 1.1 The City hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and conditions of employment for all employees of the City who are employed as Associate City Attorney, as certified by the Connecticut State Board of Labor Relations in Decision No. 2835 (1990).
- 1.2 The Union recognizes the Mayor of the City of Bridgeport or his/her designated representative, or representatives, as the sole representative(s) of the Employer for the purpose of collective bargaining.
- 1.3 The Union and the City agree to bargain in good faith on all matters relating to wages, hours and other conditions of employment.

#### ARTICLE 2 - UNION SECURITY AND DUES DEDUCTION

- 2.1 Employees covered by this Agreement who individually and voluntarily have authorized union dues deductions from their wages in writing shall remain members in good standing in the Union.

Employees covered by this Agreement who are not members of the Union but who individually and voluntarily authorize union dues deductions from their wages in writing shall on the thirty-first (31st) day following the effective date of this Agreement, or on the one hundred eighty-first (181st) day following their date of hire, become and remain members in good standing in the Union.

- 2.2 The City agrees to deduct from the pay of all employees covered by this Agreement, who individually and voluntarily authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the union. When an employee does not have sufficient money due him/her, after deductions have been made for pension or other deductions required by the law, Union dues for such deduction period shall be a deduction in the next pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) days after the

date such deductions were or should have been made and delivered to the Union. It is also agreed that the obligations of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized by the Union. Upon delivery of a copy of a signed voluntary authorization, all such dues shall be automatically payroll deducted and remitted to the Union.

- 2.3 Deduction Period. The remittance to the Union for any month shall be made during the fourth (4th) payroll week of said month and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, not later than the fifteenth (15th) day of the following month.
- 2.4 The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deductions were or should have been made.

#### ARTICLE 3 - SUBCONTRACTING

- 3.1 The City agrees that it will not contract or subcontract any work normally performed by employees in the bargaining unit. This shall not prevent the City from contracting or subcontracting for supplementary or emergency service which employees in the bargaining unit are unable to perform, provided that the City complies with all relevant Charter, Code or Ordinance provisions.

#### ARTICLE 4 - SENIORITY

- 4.1 For all purposes, except layoff, seniority shall mean length of municipal service. For layoff, seniority shall mean length of service as a bargaining unit member.
- 4.2 The Employer shall prepare a list of all employees in the bargaining unit, showing their length of service with the Employer and deliver the same to the Secretary of the Union on July 1 of each year.

#### ARTICLE 5 - PROBATIONARY PERIOD

- 5.1 All new employees shall serve a probationary period of six (6) months, and upon successful completion of this period they shall be classified as permanent employees. The probationary period may be extended by the City an additional six (6) months upon approval of the Director of Labor Relations with written notice to the employee and the union. During probation the department head may terminate or otherwise discipline an employee. Such action may be contested by the grievance procedure through Step 2. This

process shall be the sole and exclusive remedy and such action shall not be arbitrable.

The probationary period shall be counted as part of the seniority after the employee is considered permanent. Probationary employees shall not be eligible for vacation benefits during their probationary period; however, they will be eligible to receive vacation benefits upon completion of their probationary period.

#### **ARTICLE 6 - LAY-OFF AND RECALL**

- 6.1** In the event that the City makes a reduction in the number of Associate City Attorneys, employees with the least seniority in that job will be laid-off first. Subsequent recalls to open positions shall be made in the reverse order of the lay-offs.
- 6.2** An employee shall retain his/her seniority status and right to recall for thirty-six (36) months following the date of his/her lay-off. If the employee refuses recall to the position from which he/she was laid-off or fails to report for work, he/she loses his/her right to further recall and such refusal or failure shall be treated as his/her resignation.
- 6.3** No bargaining unit employee shall be laid-off while non-bargaining unit part-time and/or appointed attorneys continue to be employed, nor while bargaining unit work is contracted or sub-contracted out. The City agrees that the scope of bargaining unit work cannot be diminished by the existence of contracted or shared work.
- 6.4** No new persons will be hired or assigned to bargaining unit positions so long as employees laid-off retain seniority status and right of recall.
- 6.5** Any employee covered by the terms of this agreement and subject to being laid-off, shall have the right to bump to job classifications previously held, provided he/she has greater seniority than the employee being bumped. Employees in the classified Civil Service who bump into a position not within the classified Civil Service, or a grants position, shall retain their Civil Service status including time in grade, without interruption in seniority for purposes of recall, promotion or transfer.
- 6.6** For purpose of this article, lay-offs shall include all reductions in the work force whether by lay-off, furlough, job elimination or funding elimination.

## ARTICLE 7 - UNION ACTIVITIES

- 7.1 The City agrees that a Union Officer or Steward shall have time during working hours without loss of pay for the investigation and adjustment of grievances; permission to absent himself from his/her work area may be withheld by the Department Head only because of operation requirements, but in no event later than the start of the next regular shift. The Union agrees that the complaint will be handled as quickly as possible.
- 7.2 Union officials may attend meetings for the purpose of negotiations during working hours, without loss of pay.
- 7.3 Union Officials may attend meetings during working hours without loss of pay when such meetings are requested or approved by Labor Relations.
- 7.4 Union Officers shall be able to consult with the Employer, his/her representative, Local Union Officers, or other union representatives concerning the enforcement of any provisions of this Agreement, provided the City's Labor Relations Officer or his/her designee is notified in advance of such meetings and consultations.

## II. MANAGEMENT AND THE WORKPLACE

### ARTICLE 8 - MANAGEMENT RIGHTS

- 8.1 Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion to: recruit, select, train, promote, discipline, transfer, layoff and discharge personnel; determine the number and type of positions and organizational structure required to provide City services; define the duties and responsibilities of each position and of departments; acquire and maintain essential equipment and facilities required to conduct the business of providing City services; contract for services with other units of government and/or private contractors for the provision of services to or by the City, subject to the provisions of Article 3.1; determine the technology and the efficiency of its governmental operations; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with express provisions



of this agreement. The City shall not exercise its management rights in violation of its obligations under MERA (the Connecticut Municipal Employee Relations Act Conn. Gen. State. #7-467, et seq).

#### **ARTICLE 9 - HOURS OF WORK**

- 9.1 All employees covered by this Agreement will work a minimum of forty (40) hours per week.

#### **ARTICLE 10 - DISCIPLINARY PROCEDURE**

- 10.1 No employee shall be discharged or otherwise disciplined without just cause.
- 10.2 All disciplinary action shall be applied in a fair manner and shall not be inconsistent to the infraction for which the disciplinary action is being applied.
- 10.3 Disciplinary action shall be in the following order:
- A) a verbal warning;
  - B) a written warning;
  - C) suspension without pay, and
  - D) discharge.

The City and the Union recognize the concept of a progressive discipline policy, however, both parties agree that there are certain grave offenses wherein the discipline imposed by the City does not require compliance to the aforementioned provisions.

- 10.4 In the case of any employee who has received a verbal warning or a written warning when a maximum period of one year has lapsed without the employee receiving further discipline, i.e., written warning or verbal warning; such written warning or verbal warning will not be used as the basis for other discipline.
- 10.5 All disciplinary actions may be appealed through the established grievance procedure.
- 10.6 All suspensions and discharges must be stated in writing and a copy given to the employee and the Union President.

#### **ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 11.1 Any grievance or dispute which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, shall be settled only in the following manner:

**STEP 1** - The employee and the Union Representative shall take up the grievance or dispute with the employee's Department Head within ten (10)

days of the date of the grievance or the employee's knowledge of its occurrence, whichever is later. The Department Head shall arrange to meet with the employee and the Union Representative to attempt to adjust the matter and shall respond in writing to the Union within seven (7) working days.

**STEP 2** - If the grievance still remains unadjusted, it shall be presented by the Union Representative to the City's Labor Relations Office, in writing, ten (10) days after the response of the Department Head is due. Within one (1) week after submission, a meeting shall be held between the Union Representative and the Labor Relations Officer for the purpose of adjusting the grievance. The City's Labor Relations Officer shall respond in writing to the Union Representative (with a copy of the response to the local Union President) at the meeting or within seven (7) working days.

**STEP 3** - If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Labor Relations Officer is due or within fifteen (15) days following receipt of the written reply by the Labor Relations Officer, whichever period is later, petition the Connecticut State Board of Mediation and Arbitration for arbitration. The Board shall hear and act on such dispute in accordance with its applicable rules and regulations. The arbitrators shall not add to, nor subtract from, the terms of this agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on only the issues submitted.

The decision of the arbitrator(s) shall be final and binding on the parties and the arbitrator(s) shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and argument.

- 11.2** Upon mutual agreement by the City and the Union, any of the time limits in this Article may be waived.

#### **ARTICLE 12 - TRANSFERS**

- 12.1** Employees desiring to transfer to other jobs within the City shall submit an application in writing to their Department Head. The application shall state the reason for the requested transfer.
- 12.2** Employees requesting transfer or involuntarily transferred for reasons other than the elimination of their jobs shall be transferred to equal or lower paying job classifications, on the basis of seniority, provided he/she has the ability to do the job effectively without further training.
- 12.3** Employees requesting transfers or involuntarily transferred because of elimination of their jobs or elimination of funding for their jobs shall be transferred to the same or any other job of an equal classification on the basis

of seniority.

**ARTICLE 13 - AMERICANS WITH DISABILITIES ACT**

Nothing in this agreement shall prohibit the City from taking steps to comply with the requirements of the Americans with Disabilities Act.

**ARTICLE 14 - DRUG AND ALCOHOL TESTING**

The parties agree the City may conduct drug and alcohol testing based on reasonable suspicion. The City agrees to follow the requirement of CGS, Section 31-51t through 31-51bb, inclusive excluding Section 31-51v.

**III. MONETARY PAYMENTS**

**ARTICLE 15 - WAGES**

- 15.1 The salaries of all employees covered by this Agreement shall be in accordance with the plan shown as Appendix A. (attached)
- 15.2 Effective January 1, 2018, wages shall be increased by zero percent (0%).
- 15.3 Effective January 1, 2019, wages shall be increased by two percent (2.0%).
- 15.4 Effective January 1, 2020, wages shall be increased by two percent (2.0 %).
- 15.5 Effective January 1, 2021, wages shall be increase by two percent (2.0%).
- 15.5A Effective January 1, 2022, wages shall be increase by two and one-half percent (2.5%)
- 15.6 In determining an employee's rate of pay for any monetary benefit under this agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate as applicable, whichever is appropriate in determining such benefits.
- 15.7 All employees on an annual salary shall be paid the wages of their classification based on fifty-two (52) weeks.
- 15.8 The City Attorney, with the approval of the Director of Labor Relations, will have discretion to determine the starting Step for any newly hired attorney based on the candidate's skills and abilities.
- 15.9 Effective September 30, 2014, all City Attorney's will have and maintain direct deposit for payroll purposes.

#### ARTICLE 16 - PAYMENT OF TUITION

- 16.1 The City shall reimburse each employee or prepay the direct costs of registration of each employee who satisfactorily completes continuing legal education courses in subjects which are designed to increase his/her proficiency in his/her present or potential duty assignments as determined by the City Attorney. The total of such payments to all employees shall not exceed five thousand dollars (\$5,000) in any fiscal year. The employee must apply and obtain the approval of the Director of Labor Relations in advance of enrollment. Such approval shall be limited to whether or not the employee's request complies with the standards set forth within this article and shall not be unreasonably withheld.

#### ARTICLE 17 - LONGEVITY

- 17.1 Each employee who has or will have five (5) or more years of municipal service by October 1, of said contract year, shall receive an annual payment calculated by multiplying the sum of seventy-five dollars (\$75.00) by the number of years of such completed service.
- 17.2 This longevity pay will be payable during the month of December.

#### ARTICLE 18 - RETROACTIVE PAYMENTS

- 18.1 The City will use its best efforts to pay all wage increase sums retroactive to the negotiated effective date of increase in one (1) lump sum within ninety (90) days of acceptance of this agreement.

### IV. BENEFITS

#### ARTICLE 19 - INSURANCE

- 19.1 The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as follows:
- a) "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan.
  - b) Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, eighty percent (80%) is paid by the City and twenty percent (20%) is paid by the employee. The co-payment by the employee shall be five dollars (\$5.00) for generic drugs, ten dollars (\$10.00) for drugs on the list of preferred drugs maintained by the City's pharmacy manager; and twenty-five dollars (\$25.00) for all other drugs. Prescriptions shall be limited to a thirty (30) day supply at retail and a ninety (90) day supply at mail order. Mandatory mail order shall be required for maintenance drugs on the list maintained by the City's pharmacy benefits manager for refills of the prescription beyond the

third or the co-payments and employee payment provided above shall double at retail (the "Prescription Drug Plan").

- c) The twenty-five dollar (\$25.00) deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").
- d) The Vision Service Plan, or its equivalent, as outlined and attached (the "Vision Plan") as Appendix C

**19.1A** Effective October 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), a summary of which is attached as Appendix B. If at any time the City determines that the cost and/or any of the Plan's components are no longer competitive, the City may terminate the Partnership 2.0 Plan and revert back to the plan design as it existed in the CBA on September 30, 2018. Further, plan participants are subject to Plan changes as the Plan may be amended from time to time.

**19.2** The City provide and pay for cost of fifty thousand (\$50,000) dollars group life insurance and accidental death and dismemberment policy (double indemnity) for all employees.

**19.3** Retirees prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contract(s). For members who retire on or after 1/1/2018 and meet the eligibility requirements for retiree health benefits; the retiree and their enrolled eligible spouse at the time of retirement who are provided with a Medicare supplement plan in place of the City's insurance plan; it is agreed that the premium cost share for this insurance coverage shall be based on the premium rate cost of the supplemental plan.

**19.4** For employees, and their surviving spouses, if any, who retire on or after the first day of this Agreement and on or prior to the last day of the Agreement, the City will provide and pay for benefits under the Medical Plan or, for those over the age of sixty-five (65), a supplemental plan to Medicare offering benefits equal to the Medical Plan and the Prescription Drug Plan. Coverage for surviving spouses shall terminate upon remarriage.

(a) Effective July 1, 2010 for purposes of this Article "retirees" shall mean

employees who: (1) have completed twenty-five (25) years of continuous municipal service regardless of age; and (2) are eligible to receive full pension benefits in accordance with retirement qualification provisions of the Connecticut Municipal Employees Retirement System (CMERS); and retirees must accept Medicare Part B coverage if eligible and pay for the premium.

(b) It is the intent of this agreement that for the purpose of determining eligibility for retiree medical benefits all union members hired on or before April 1, 2010 shall be "grandfathered" under the terms specified in this article. All union members whose original date of hire is before April 1, 2010, shall continue to be eligible to retire and receive the medical benefits provided by the current Collective Bargaining Agreement provided they have attained the following: 1. Completed fifteen (15) years of municipal service and are age fifty-five (55) or who have completed twenty-five (25) years of municipal service regardless of age; and 2. Are eligible to receive full pension benefits in accordance with the retirement qualifications provisions of the Connecticut Municipal Employees Retirement System (CMERS). The City and the Union agree to list the names of those employees who are covered under this provision as an addendum to the contract. They are: *(Mark Anastasi, Richard Kasack, Jr., John R. Mitola, John Bohannon and Lisa Trachtenburg)*.

(c) Retirees must accept Medicare Part B coverage if eligible

**19.5** All members of the bargaining unit whose original date of hire is after December 31, 2014 will not be entitled to post-retirement health benefits. It is understood that all union members whose original date of hire is on or prior to December 31, 2014 shall be entitled to post-retirement health benefits if they satisfy the eligibility requirements specified in this collective bargaining agreement. The Union and City agree to list the names of those employees who are covered under this provision as an addendum to the contract. They are: *(Mark Anastasi, Richard Kasack, Jr., John R. Mitola, John Bohannon and Lisa Trachtenburg)*.

**19.6** Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension.

**19.7** The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan or Insurance as set forth in Section 19.1 or 19.1A and Section 19.2 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but

not to exceed that which the City pays for the City's Plans or Insurance as specified in Section 19.1 or 19.1A and Section 19.2 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

**19.8** The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 19.1 or 19.1A of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 19.1 or 19.1A of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plan specified in Section 19.1 or 19.1A of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 19.1 or 19.1A of this Article and substitution may be proposed for any one or more of the specified coverages.

**19.9** The City shall provide a payment in lieu of health benefits, for employees that waive such coverage, in the amount of five hundred (\$500) dollars per year. Effective January 1, 2010 the amount will be increased to one thousand five hundred dollars (\$1,500.00). Effective January 1, 2011 the amount will be increased to two thousand dollars (\$2,000.00) and will be capped at two thousand dollars.

**19.10** The City, at its option, may change carriers for the insurance or the method of providing the health benefits in this Article, provided the benefits are equal to or better than, in all benefits, in the manner of payments, services and procedures for payments.

The parties shall continue to work through the Labor Management Cooperative Committee on health care, which may modify but not substantially change the health benefits as provided herein.

**19.11** Effective July 1, 2009 all active employees shall contribute 12% of the Premium Cost as defined in this Section for the Medical Plan and

Prescription Drug Plan. Effective January 1, 2010 the contribution shall increase to fifteen percent (15%) of the Premium Cost. Effective January 1, 2011 the contribution shall increase to eighteen percent (18%) of the Premium Cost. Effective January 1, 2012 all contributions shall increase to twenty-one percent (21%) of the Premium Cost. Effective January 1, 2013 all contributions shall increase to twenty-five percent (25%) of the Premium Cost. For purposes of this Section, and wherever applicable elsewhere in this Article, "Premium Cost" shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third-party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA").

- (a) Members of the Union who were hired on or before June 30, 2010 or who were regular full-time employees on June 30, 2010 shall have their Premium Cost Share (PCS) contribution capped at twenty five percent (25%) for their health care insurance. This shall include benefits eligible City employees who became new members of the Union by virtue of an intra-City transfer. This 25% PCS cap shall remain in effect for said members throughout their period of employment with the City, and throughout retirement for those employees who fully satisfy the eligibility requirements for health benefits coverage as defined in the Collective Bargaining Agreement and elect to receive City health benefits coverage at the time of their retirement. NOTE: The Union and City have agreed to list the names of these employees as an addendum to the contract. They are: *(Mark Anastasi, Richard Kasack, Jr., John R. Mitola, John Bohannon and Lisa Trachtenburg)*.
- (b) New members to the Union, who were hired after June 30, 2010 shall pay a PCS contribution for their health care insurance according to the following schedule: new members shall start at 25% PCS contribution. There will be a one (1) percent increase each year for the PCS up to fifty percent (50%). This shall be capped at fifty (50%) after twenty-five years of municipal service employment. This PCS cap of fifty percent (50%) is guaranteed to remain intact during this entire period of retirement.

Said premium contribution shall be the above-named amount regardless of the coverage category of employee only, employee plus one, or employee plus family.

- (c) Employees covered under item 4(a) of this agreement who separate from City employment for more than 180 calendar days for any reason other than those mentioned in the following sentence, shall, if re-hired by the City, be treated as new employees according to the terms and



conditions of item 4(b) above.

Exceptions to this provision are:

- a) Employees recalled from layoff from an unexpired recall list.
- b) Employees returning from any type of City approved leave of absence, and within the time frames specified in the leave: e.g., military leave, medical leave, personal leave of absence, etc.

**19.12 –**

- A)** The City may implement and maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for health benefits and for childcare from the gross income of the employee for tax purposes.
- B)** As an alternative to the current health and/or insurance benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party.

**19.13** Divorced employees must notify the City within thirty (30) days of the divorce or repay the City by payroll or pension reduction for the cost of any benefit improperly paid as a result of such failure.

#### ARTICLE 20 - PENSION PLAN

- 20.1** All eligible employees in the bargaining unit shall be covered by the Connecticut Municipal Employees Retirement Fund B, hereinafter referred to as CMERF Fund B.
- 20.2** Employee contributions to CMERF Fund B will be on a pre-tax basis subject to meeting the CMERF requirement that all City unions which are CMERF agreeing to have this done.

#### ARTICLE 21 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

- 21.1** The City recognizes that a wide range of problems not directly associated with ones' job function can have an undesirable effect on an employee's job performance. The City also recognizes that almost any human problem can be successfully treated provided it is identified in its early stages, and referral is made to an appropriate modality of care. This applies whether the problem be one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse or legal problems. It is in the interest of the employee, the employee's family and the City to provide an employee with a service which deals with such persistent problems.
- 21.2** The EAP may establish, and therefore discontinue, and provide its services to

all City employees and their immediate family members at no cost to employee or family.

- 21.3 The decision to seek the assistance of EAP is left with the employee. An employee may seek assistance on his/her own or may agree to accept assistance at the suggestion of his/her supervisor.
- 21.4 Employees are assured that their job, future, and reputation will not be jeopardized by utilizing EAP. Strict record confidentiality will be observed at all times. Employees problems causing unsatisfactory job performance will continue to be handled in a forthright manner within the established procedures under this Agreement. There is no conflict or contradiction with such procedures.
- 21.5 No reference or record shall be made or stored in any Personnel, Payroll, Supervisor's, Civil Service Commission, or other file regarding an employee's need for, access to, or use of the EAP. All records of the EAP, including whether or not an employee is participating in EAP, shall be confidential and not available to any person, Supervisor, Commission, Board or other organization, without the employee's express written consent. No employee shall be required to waive such privilege of confidentiality.
- 21.6 To assure consistency and cooperation the appropriate union official will, if the employee consents, become involved when necessary. It should be understood that EAP is a cooperative effort supported by the City and the Unions representing City employees.

## V. HOLIDAY AND LEAVES

### ARTICLE 22 - HOLIDAYS

- 22.1 The following days shall be paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

and any holiday officially proclaimed as such by the President of the United States of America, by the Governor of the State of Connecticut or by the Mayor of the City.

- 22.2 If a holiday falls on a Sunday, the following Monday shall be considered the

holiday. If a holiday falls on a Saturday, the holiday shall be observed the preceding Friday.

- 22.3** If any such holiday shall occur during the vacation of any employee, the employee shall receive an additional day's vacation in lieu thereof.
- 22.4** Any employee on sick leave on any such holiday shall receive his/her regular pay for such day, and the same shall not be charged against his/her accumulated sick leave.

### ARTICLE 23 - VACATIONS

- 23.1** Vacations of employees covered by this contract shall be in accordance with the ordinances of the City of Bridgeport which are now in effect and which provide for such vacations.
- 23.2** Employees with continuous municipal service of less than one (1) year shall receive one (1) day of vacation with pay for each month of such continuous service but not to exceed two (2) calendar weeks in the contract year such service is rendered. In each contract year, any employee with one (1) or more years of such Municipal Service, but less than five (5) years of such service shall receive three (3) weeks vacation with pay. In each contract year any employee with five (5) or more years of continuous municipal service, shall receive four (4) weeks of vacation with pay. Employees with ten (10) or more years of continuous municipal service shall receive five (5) weeks vacation with pay.
- 23.3 a)** Employees with one (1) week vacation are not eligible for either the option of carry-over or pay-out as set forth below.
- b)** Employees with three (3) weeks or more vacation may exercise the option of carrying over only one (1) week of unused vacation time from one contract year/vacation year to the next contract year/vacation year, and, in addition to the carry-over option set forth above, may elect to work one (1) vacation week at their regular weekly compensation and to receive, in addition, vacation pay for that week worked. An employee eligible for both carry-over and pay-out options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one (1) week actual vacation.
- c)** Employees with four (4) or more weeks of vacation, in addition to the carry-over option set forth in advance, may elect to work two (2) vacation weeks at the regular weekly compensation and to receive, in addition, vacation pay for those weeks worked. An employee eligible for both carry-over and pay-out options may elect to take one or both options in any contract

year/vacation year. Each employee must take at least one week actual vacation.

d) Employees who have not carried over from the prior year and who elect the pay-out option will be paid in accordance with the current contract year/vacation year salary. An employee who has carried over a week from the prior year and then elects the pay-out option shall be paid at a rate equal to such employee's salary at the end of the prior vacation year. All pay-outs shall be paid to the employee at the end of the vacation year in which the election is made.

#### ARTICLE 24 - SICK LEAVE

- 24.1 Sick Leave Allowance - Sick Leave shall be earned by each employee of the bargaining unit, at the rate of ten (10) days per year, which shall be allotted on January 1st, of each year.
- 24.2 Sick Leave Accumulation - Any unused sick leave of any employee during continuous employment may be accumulated without limit. Sick leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.
- 24.3 A medical certificate, acceptable to the appointing authority, may be required for any absence consisting of four (4) or more consecutive days from City service.
- 24.4 Sick leave accumulated at retirement or death or other separation from City service.
- (a) Upon retirement or other separation from City service, an employee shall be credited for the period of time corresponding to the amount of the sick leave accumulated. For accumulated days held on June 30, 1992, the above stated credit shall be paid on a lump sum basis of eight-five (85%) percent of all unused sick leave up to a limit of two hundred fifteen (215) days within fifteen (15) days of the retirement or separation date. For days accumulated after July 1, 1992, the credit shall be paid at the rate of fifty (50%) percent of all unused sick leave up to a limit of two hundred and fifteen (215) days.
- (b) On the death of the employee, the amount of sick leave time credited to the employee shall be payable to his/her spouse, and/or children, or the estate of the employee.
- 24.5 Usage of accumulated sick leave shall be first from the then current year allotment, then from the days accumulated after July 1, 1992 and thereafter from the accumulated days held on June 30, 1992.

**24.6 (a)** The Department Head shall be responsible for the administration of these provisions, subject to the authority of the Mayor and the Director of Personnel, when so authorized by the Mayor.

**(b)** There shall be maintained in the Department a record for each employee of all sick leave taken and accumulated. These records shall be subject to periodic reports to be submitted to him/her.

**(c)** During the effective period of this Agreement, a satisfactory method of informing individual employees of accumulated sick leave shall be established. Such procedure shall include either of the following:

**(1)** A record of an employee's accumulated sick leave shall be submitted to him upon request at least once annually.

**(2)** A record of an employee's accumulated sick leave shall be indicated on the employee's wage stub at established periodic intervals to be determined by the City but not less than once annually.

#### ARTICLE 25 - PERSONAL LEAVE

**25.1** Up to three (3) days personal leave with pay shall be granted to any employee on request for personal business in any contract year. Such request will not be unreasonably denied. At the end of the contract year, personal days which are unused will be credited to the employee's sick leave account.

#### ARTICLE 26 - BEREAVEMENT LEAVE

**26.1** Bereavement Leave - Each employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue throughout and include the day of burial, except that in no event shall such leave be more than three (3) days, commencing on the day of death. For purpose of this Article, the term "immediate family" shall mean and include the following: Mother, father, spouse, brother, sister, child, grandparent, grandchildren, step-parents, mother-in-law and father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law. Any other bereavement leave, or any extension of the above leave, shall be charged to the employee's sick leave account.

**26.2** Employees shall be granted one day leave with pay for the death of any aunt or uncle.

#### ARTICLE 27 - LEAVES OF ABSENCES

**27.1** A Department Head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period of not to exceed one (1) year. No leave without pay shall be granted without a written

request of the employee and guarantee by that employee that he/she will service the City of at least one (1) year after his/her return from such leave. Whenever granted, such leave shall be approved in writing and signed by the Department Head and the Director of Labor Relations.

Upon expiration of a regularly approved leave without pay, the employee shall return to work in the position held at the time leave was granted if the position is funded; provided that if the position no longer exists or is not funded, the returning employee is to be placed in a position which he/she has demonstrated that he/she can perform effectively while in City service and to which his/her seniority entitled him/her. Failure of the employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

- 27.2 Military leave shall be granted according to all applicable Federal and State Laws.

#### ARTICLE 28 - PREGNANCY LEAVE

- 28.1 Any employee who becomes medically disabled due to pregnancy or medical complications related to pregnancy and is unable to perform her normally assigned duties shall submit a written statement from her physician indicating her present physical condition, the expected date of child birth, the nature of the medical disability, the limitations to which that disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of the disability.
- 28.2 Any employee so medically disabled shall be granted paid sick leave to the extent accrued, provided that such leave shall be granted only for the duration of such pregnancy or pregnancy disability.
- 28.3 Any employee medically disabled as a result of pregnancy and uses sick leave to the extent accrued shall be entitled to receive all compensation which has been accrued under the various provisions of this agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.
- 28.4 Any employee previously disabled as a result of pregnancy or medical complications related to pregnancy must return to her position when she is physically able to perform her duties. The City may require medical proof of any disability which it considers unduly long in duration.
- 28.5 Parental leave, shall, upon written request to the Department Head, be granted in six (6) month intervals up to a maximum of two (2) years upon the birth or adoption of a child or upon the serious illness of a child. A written request is required for each six (6) month period. Such request shall not be

unreasonably denied. This leave is granted in addition to the sick leave taken pursuant to Article 24.

- 28.6** During each six (6) month parental leave period, employees shall (a) be allowed to continue the insurance coverage provisions provided by this agreement at their own expense, and (b) accrue seniority for all benefits thereto provided by this agreement.

#### **ARTICLE 29 - WORKERS' COMPENSATION**

- 29.1** In the event that an employee is required to be absent from work due to a job-related accident, and as a result thereof, has been determined to be entitled to compensatory Workers' Compensation payments pursuant to the State Statute, such employee shall be paid the difference between eighty percent (80%) of that employee's regular straight-time weekly earnings and the amount of the weekly Workers' Compensation pay for each of the third (3rd) to twelfth (12th) weeks during which the employee is thus required to be absent from work. This provision shall not apply to back weakness or back soreness cases and no differential payment shall be made in any such case.
- 29.2** Absence from work required by virtue of a job-related accident determined to be compensable under the Worker's Compensation Statute shall not reduce the sick leave allowance of the employee which has been accumulated pursuant to Section 2 of Article 24, "Sick Leave", of this Agreement.
- 29.3** Subject to the limitation provided in Section 27.1 of Article 27, workers compensation leave shall be granted to all employees deemed to have a compensable injury until such time as the employee reaches maximum medical recovery.
- 29.4** Each employee so injured or disabled must choose from the list of approved medical care providers on the Bridgeport Worker' Compensation Managed Care Plan as it may be modified from time to time by the Plan Administrator with the approval of the Workers' Compensation Commission.
- 29.5** If an employee on Workers' Compensation has a modified or restricted work capacity, the City may, in its discretion, request the employee to return to a modified duty position, such discretion shall not be exercised in an arbitrary or capricious manner. Such work shall be within the restrictions outlined by the treating medical provider. The City reserves the right to limit the available number of modified duty positions. The positions are intended to be temporary in nature, generally no more than three (3) months, and are designed to return the employee back to his/her regular work.
- 29.6** When there is a disagreement between the City and the employee, the determination of the number of weeks the employee was necessarily absent

from work by reason of a compensable injury shall be determined by the City's Director of Health or a Medical Doctor to whom such Director delegates his/her authority to make such a determination. If not settled, the grievance procedure set out in this contract may be used.

#### ARTICLE 30 - JURY DUTY

- 30.1** For each of its employees who is summoned to serve on a jury in the Superior Court or United States District Court (in the absence of solicitation by the employee to be listed as a prospective juror) and is required to serve on said jury, the City will reimburse such employees for the difference in the compensation received from the Court and the pay which said employee would have received had the employee worked those hours that the City would have scheduled for the employee's services during the same time period subject to the following provisions:

Employees shall be eligible for this payment after presentation to the City of a statement by the appropriate Clerk of the Court setting forth the dates on which the employee was actually present in Court pursuant to the jury duty summons and the amount paid by the Court as the result of the performance of such jury duty. No employee shall be eligible for the reimbursement provided herein required for jury duty more often than once in a fiscal year.

### VI. MISCELLANEOUS

#### ARTICLE 31 - CIVIL SERVICE APPLICABILITY

- 31.1** The City and the Union agree that City employees who are covered by the Civil Service Provisions of the City Charter shall continue to remain covered by such Civil Service Provisions of the City Charter except where such provisions are superseded by this contract. This provision shall not be construed to limit or infringe any of the provisions of this contract.

#### ARTICLE 32 - APPLICATION TO RETIREES AND OTHERS SEPARATED FROM CITY SERVICE

- 32.1** The provisions of this agreement shall apply equally to all employees who have retired or separated from City Service following the expiration of the prior agreement and before the effective date of this agreement.

#### ARTICLE 33 - NONDISCRIMINATION

- 33.1** The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, disability, sexual orientation, marital status, race, color, creed, national origin, handicap, political affiliation or union membership. Any alleged violation of this Section of the Agreement may only be processed through the step II of the grievance procedure and no further.



**ARTICLE 34 - BULLETIN BOARDS**

- 34.1 The City will furnish and maintain suitable bulletin boards in convenient places in each work area and may be used by the Union.

**ARTICLE 35 - COPIES OF THE CONTRACT**

- 35.1 Within ninety (90) days after the signing of this Agreement, the City shall furnish a copy of this Agreement to each employee. New employees shall be given a copy of this Agreement at time of hire. The Union is to receive ten (10) signed copies of this Agreement.

**ARTICLE 36 - SAVINGS CLAUSE**

- 36.1 If any section, sentence, clause or phrase of this Agreement shall be held for any reasons to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby; it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions.

**ARTICLE 37 - MISCELLANEOUS**

- 37.1 Any employee will be given time off with pay in order to attend a seminar, training session or the like which is in connection with his/her City position when attendance has been authorized by his/her Department Head. Should the employee use his/her own car for travel, the City will reimburse him/her at the standard City rate per mile, plus fees, hotel charges and meals. If the employee travels by other means, he/she shall be reimbursed for the cost of the fare. The Employer may not unreasonably deny a request and may require reasonable documentation prior to reimbursement.
- 37.2 The City shall reimburse each employee for any Connecticut Occupational taxes paid by the employee that are related to the practice of law.

**ARTICLE 38 - PRIOR PRACTICE**

- 38.1 Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that all employees within a classification have enjoyed hereto before, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

**ARTICLE 39 - DURATION**

- 39.1 All provisions of this agreement shall be effective as of the first (1<sup>st</sup>) day of January 2018 and shall remain in full force and effect until the thirty-first (31<sup>st</sup>) day of December 2022. It shall be negotiated pursuant to the terms and conditions of M.E.R.A..

**ARTICLE 40 - CITY ATTORNEY**

Anyone holding the position of "City Attorney" be it permanent or acting cannot and/or will not be a member of the Bridgeport City Attorney's Union, Local 1303-272, Council #4, AFSCME, AFL-CIO. Should the individual who assumes the position of City Attorney relinquish or be removed for reasons other than disciplinary from holding that position then in that event the employee may return to the position held prior to assuming the position of City Attorney and his/her membership within the Bridgeport City Attorney's Union. It is understood that if said individual returns to the bargaining unit the time spent as City Attorney will be counted towards his/her seniority as a member of the bargaining unit.

Signed this Day of \_\_\_\_\_, 2020.

FOR THE CITY

FOR THE UNION

\_\_\_\_\_  
Joseph P. Ganim  
Mayor

\_\_\_\_\_  
John Mitola, Esquire

\_\_\_\_\_  
Eric Amado  
Director of Labor Relations

APPENDICES

APPENDIX A

Step #	Salary	Comment
Step 1	\$ 77,000	New as of 1/1/2020
Step 2	\$ 84,000	New as of 1/1/2020
Step 3	\$ 90,669(1)*	Wage as of 1/1/2017 – 12/31/2018
Step 4	\$ 96,247(2)*	Wage as of 1/1/2017 – 12/31/2018
Step 5	\$ 101,830(3)*	Wage as of 1/1/2017 – 12/31/2018
Step 6	\$ 107,411(4)*	Wage as of 1/1/2017 – 12/31/2018
Step 7	\$ 112,988(5)*	Wage as of 1/1/2017 – 12/31/2018
Step 8	\$ 118,567(6)*	Wage as of 1/1/2017 – 12/31/2018
Step 9	\$ 124,145(7)*	Wage as of 1/1/2017 – 12/31/2018
Step 10	\$ 129,725(8)*	Wage as of 1/1/2017 – 12/31/2018
Step 11	\$ 136,214(9)*	Wage as of 1/1/2017 – 12/31/2018
Step 12	\$ 142,500	New Step as of 1/1/2018**

(\*) denotes steps in preceding collective bargaining agreement with corresponding wages.

\*\* No employee shall qualify for Step 12 until January 1, 2020. However, wage percentage increases shall apply to Steps 3-12 inclusive, effective January 1, 2018.

It is understood that the new salary scales identified above will not adversely affect the current salaries of current members of the bargaining unit. For example, if a member is at the Step 8 salary identified in the collective bargaining agreement preceding this collective bargaining agreement that member now would be at Step 10 of this collective bargaining agreement.

Increase ->>	0.0%	2.0%	2.0%	2.0%	2.5%
Effective date ->>	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022
Step 1	N/A	N/A	\$77,000	\$78,540	\$80,504
Step 2	N/A	N/A	\$84,000	\$85,680	\$87,822
Step 3	\$90,669	\$92,482	\$94,332	\$96,219	\$98,624
Step 4	\$96,247	\$98,172	\$100,135	\$102,138	\$104,692
Step 5	\$101,830	\$103,867	\$105,944	\$108,063	\$110,764
Step 6	\$107,411	\$109,559	\$111,750	\$113,985	\$116,835
Step 7	\$112,988	\$115,248	\$117,553	\$119,904	\$122,901
Step 8	\$118,567	\$120,938	\$123,357	\$125,824	\$128,970
Step 9	\$124,145	\$126,628	\$129,160	\$131,744	\$135,037
Step 10	\$129,725	\$132,320	\$134,966	\$137,665	\$141,107
Step 11	\$136,214	\$138,938	\$141,717	\$144,551	\$148,165
Step 12	\$142,500	\$145,350	\$148,257	\$151,222	\$155,003

## Appendix B

# CONNECTICUT PARTNERSHIP PLAN



### ***A Great Opportunity for Very Valuable Healthcare Coverage***

Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

*The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150\*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That's because they contract with UnitedHealthcare/Oxford—the plan's administrator—to charge lower rates for their services. You have access to Oxford's Freedom Select Network in Connecticut, New Jersey, and parts of New York, and United's Choice Plus Network for seamless national access!*

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and visit [www.osc.ct.gov/CTpartner](http://www.osc.ct.gov/CTpartner) to find out if your doctor, hospital or other medical provider is in UnitedHealthcare/Oxford's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350 Family: \$350 per member (\$1,400 maximum) <i>Waived for HEP-compliant members</i>	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay <i>after</i> you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (includes deductible) Family: \$4,900 (includes deductible)
Primary Care Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
Chiropractic Care	\$0 copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays <sup>1</sup> ** High Cost Testing (MRI, CAT, etc.)	\$0 copay (your doctor will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)

**IN NETWORK:** Within your carrier's immediate service area, no co-pay for preferred facility, 20% cost share at non-preferred facility.  
Outside your carrier's immediate service area: no co-pay.

**OUT OF NETWORK:** Within your carrier's immediate service area, deductible plus 40% coinsurance.  
Outside of carrier's immediate service area: deductible plus 20% coinsurance.



BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity)		
Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient Hospital Care	\$0	20% of allowable UCR* charges
**Inpatient Hospital Stay	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment		
**Inpatient	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$0	20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$0	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

\* Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from UnitedHealthcare/Oxford. If you use out-of-network providers, you are responsible for obtaining prior authorization from UnitedHealthcare/Oxford.

**We are dedicated to helping people live healthier lives.** *This is our mission and we take it seriously. By making healthier decisions, you can live a healthier life. It's that simple. Our programs and network can help you do just that.*

### *Our Network*

We have a robust local and national network. Nationally and in the tri-state area, we have a large number of doctors, health care professionals and hospitals. For years, our members have accessed our Connecticut, New York and New Jersey tri-state network. Whichever plan you choose, you'll have seamless access to our UnitedHealthcare Choice Plus Network of physicians and health care professionals outside of the tri-state area. This gives State of Connecticut employees, retirees and their families better access to care whether you are in Connecticut, traveling outside the tri-state area, or living somewhere else in the country.

Just giving you a list of doctors is not very helpful. The UnitedHealth Premium® designation program recognizes doctors who meet standards for quality and cost-efficiency. We use evidence-based medicine and national industry guidelines to evaluate quality and the cost-efficiency standards are based on local market benchmarks for the efficient use of resources in providing care. The 2016 UnitedHealth Premium program covers 27 specialty areas of medicine, including two new specialties (Ear, Nose and Throat, and Gastroenterology).

For more information about our network and the Premium designation program or to search for physicians participating in our local network and the national UnitedHealthcare Choice Plus Network, please visit [partnershipstateofct.welcometouhc.com](http://partnershipstateofct.welcometouhc.com).

For information on these discounts and special offers, please visit [partnershipstateofct.welcometouhc.com](http://partnershipstateofct.welcometouhc.com)



### *Oxford On-Call®*

*Healthcare Guidance 24 hours a day*

We realize that questions about your health can come up at any time. That's why we offer you flexible choices in health care guidance through our *Oxford On-Call* program. Speak with a registered nurse who can offer suggestions and guide you to the most appropriate source of care, 24 hours a day, seven days a week. That's the idea behind *Oxford On-Call*.

If you are a member and you need to reach *Oxford On-Call*, please call 800-201-4911. Press option 4. *Oxford On-Call* can give you helpful information on general health information, deciding where to go for care, choosing self-care measures or guidance for difficult decisions.

### *Custom Website*

We created this website for State of Connecticut employees and retirees to provide the tools and information to help you make informed health care decisions.

Visit [partnershipstateofct.welcometouhc.com](http://partnershipstateofct.welcometouhc.com) to search for a doctor or hospital, or learn about your health plans. You also can get Health Enhancement Program information at [cthep.com](http://cthep.com), or by phone at 877-687-1448.

*Value-added programs such as wellness programs and discounts offered by the plan are not negotiated benefits and are subject to change at any time at the discretion of the plan.*

<b>PRESCRIPTION DRUGS</b>	<b>Maintenance<sup>+</sup> (31-to-90-day supply)</b>	<b>Non-Maintenance (up to 30-day supply)</b>	<b>HEP Chronic Conditions</b>
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,200 Family		

+ Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

\*\* Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

*Preferred and Non-Preferred Brand-Name Drugs*

A drug's tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

*If You Choose a Brand Name When a Generic Is Available*

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It is not enough for your doctor to note "dispense as written" on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

*Mandatory 90-day Supply for Maintenance Medications*

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at [www.osc.ct.gov](http://www.osc.ct.gov)).



The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

*Health Enhancement Program Requirements*

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2018 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0 - 5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	1 screening between age 35-39**	As recommended by physician	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years (21+)	Every 3 years	Every 3 years	Every 3 years	Every 3 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years or Annual FIT/FOBT to age 75

\*Dental cleanings are required for all members who are participating in the Partnership Plan  
\*\*As recommended by your physician



*The Health Enhancement Program features an easy-to-use website to keep you up to date on your requirements.*



*Additional Requirements for Those With Certain Conditions*

If you or any enrolled family member has 1) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure, 4) hyperlipidemia (high cholesterol), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

*If You Do Not Comply with the requirements of HEP*

If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be \$100 per month higher and you will have an annual \$350 per individual (\$1,400 per family) in-network medical deductible.

---

Care Management Solutions, an affiliate of ConnectiCare, is the administrator for the Health Enhancement Program (HEP). The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. You can visit [www.cthep.com](http://www.cthep.com) to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Access a library of health information and articles
- Set and track personal health goals
- Exchange messages with HEP Nurse Case Managers and professionals

You can also call Care Management Solutions to speak with a representative.

Care Management Solutions

(877) 687-1448 Monday – Thursday, 8:00 a.m. – 6:00 p.m. Friday, 8:00 a.m. – 5:00 p.m.

*Office of the State Comptroller, Healthcare Policy & Benefit Services Division*

[www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)

860-702-3560

---

*UnitedHealthcare Oxford*

<http://partnershipstateofct.welcometouhc.com>

Prior to Effective Date: 1-800-760-4566

After Effective Date: 1-800-385-9055

---

*Caremark (Prescription drug benefits)*

[www.caremark.com](http://www.caremark.com)

1-800-318-2572

---

*Health Enhancement Program (HEP) Care Management Solutions  
(an affiliate of ConnectiCare)*

[www.cthep.com](http://www.cthep.com)

1-877-687-1448

---

For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.

# Appendix C



## Your Vision Benefits Summary

Get the best in eye care and eyewear with CITY OF BRIDGEPORT and VSP® Vision Care.

### Using your VSP benefit is easy.

- **Create an account at [vsp.com](http://vsp.com).** Once your plan is effective, review your benefit information.
- **Find an eye care provider who's right for you.** The decision is yours to make—choose a VSP doctor, a participating retail chain, or any out-of-network provider. To find a VSP provider, visit [vsp.com](http://vsp.com) or call 800.877.7195.
- **At your appointment, tell them you have VSP.** There's no ID card necessary. If you'd like a card as a reference, you can print one on [vsp.com](http://vsp.com).

That's it! We'll handle the rest—there are no claim forms to complete when you see a VSP provider.

### Best Eye Care

You'll get the highest level of care, including a WellVision Exam®—the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

### Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe®, Calvin Klein, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more¹. Visit [vsp.com](http://vsp.com) to find a Premier Program location that carries these brands. Prefer to shop online? Check out all of the brands at [Eyeconic.com](http://Eyeconic.com), VSP's online eyewear store.

### Plan Information

**VSP Coverage Effective Date:** 01/01/2017

**VSP Provider Network:** VSP Signature

CITY OF BRIDGEPORT and VSP provide you with an affordable eyecare plan.

Visit [vsp.com](http://vsp.com) or call 800.877.7195 for more details on your vision coverage and exclusive savings and promotions for VSP members.

¹Brands/Promotion subject to change.

©2014 Vision Service Plan. All rights reserved. VSP, VSP Vision care for life, and WellVision Exam are registered trademarks of Vision Service Plan. Flexon is a registered trademark of Marchon Eyewear, Inc. All other company names and brands are trademarks or registered trademarks of their respective owners.

Benefit	Description	Copay
<b>Your Coverage with a VSP Provider</b>		
<b>WellVision Exam</b>	<ul style="list-style-type: none"> <li>• Focuses on your eyes and overall wellness</li> <li>• Every 12 months</li> </ul>	\$20
<b>Prescription Glasses</b>		\$30
<b>Frame</b>	<ul style="list-style-type: none"> <li>• \$105 allowance for a wide selection of frames</li> <li>• \$125 allowance for featured frame brands</li> <li>• 20% savings on the amount over your allowance</li> <li>• \$60 Costco® frame allowance</li> <li>• Every 24 months</li> </ul>	Included in Prescription Glasses
<b>Lenses</b>	<ul style="list-style-type: none"> <li>• Single vision, lined bifocal, and lined trifocal lenses</li> <li>• Polycarbonate lenses for dependent children</li> <li>• Every 12 months</li> </ul>	Included in Prescription Glasses
<b>Lens Enhancements</b>	<ul style="list-style-type: none"> <li>• Standard progressive lenses</li> <li>• Premium progressive lenses</li> <li>• Custom progressive lenses</li> <li>• Average savings of 35-40% on other lens enhancements</li> <li>• Every 12 months</li> </ul>	\$50 \$80 - \$90 \$120 - \$160
<b>Contacts (Instead of glasses)</b>	<ul style="list-style-type: none"> <li>• \$105 allowance for contacts and contact lens exam (fitting and evaluation)</li> <li>• 15% savings on a contact lens exam (fitting and evaluation)</li> <li>• Every 12 months</li> </ul>	\$0
<b>Diabetic Eyecare Plus Program</b>	<ul style="list-style-type: none"> <li>• Services related to diabetic eye disease, glaucoma and age-related macular degeneration (AMD). Retinal screening for eligible members with diabetes. Limitations and coordination with medical coverage may apply. Ask your VSP doctor for details.</li> <li>• As needed</li> </ul>	\$20
<b>Glasses and Sunglasses</b>	<ul style="list-style-type: none"> <li>• Extra \$20 to spend on featured frame brands. Go to <a href="http://vsp.com/specialoffers">vsp.com/specialoffers</a> for details.</li> <li>• 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam.</li> </ul>	
<b>Extra Savings</b>	<p><b>Retinal Screening</b></p> <ul style="list-style-type: none"> <li>• No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li> </ul> <p><b>Laser Vision Correction</b></p> <ul style="list-style-type: none"> <li>• Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> <li>• After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor</li> </ul>	

### Your Coverage with Out-of-Network Providers

Visit [vsp.com](http://vsp.com) for details. If you plan to see a provider other than a VSP network provider.

Exam .....	up to \$40	Lined Trifocal Lenses .....	up to \$80
Frame .....	up to \$45	Progressive Lenses .....	up to \$80
Single Vision Lenses .....	up to \$40	Contacts .....	up to \$105
Lined Bifocal Lenses .....	up to \$60		

Coverage with a participating retail chain may be different. Once your benefit is effective, visit [vsp.com](http://vsp.com) for details. Coverage information is subject to change in the event of a conflict between this information and your organization's contract with VSP. The terms of the contract will prevail. Based on applicable



## OFFICE OF THE CITY CLERK RESOLUTION FORM

OFFICE  
20 JAN 15 PM 3:54

### SECTION I CITY COUNCIL SUBMISSION INFORMATION

**Log ID/Item Number:** 26-19  
**Submitted by Councilmember(s):** Aidee Nieves  
**Co-Sponsors(s):**  
**District:** 137TH  
**Subject:** Proposed Resolution for the Endorsement of Regional Performance Incentive Program Grant Application by the Connecticut Metropolitan Council of Governments  
**Referred to:** ECD and Environment Committee  
**City Council Date:** January 21, 2020

### SECTION II RESOLUTION (PLEASE TYPE BELOW)

**WHEREAS**, Section 4-124s of the Connecticut General Statutes provides state-wide incentive grants to Regional Council of Governments for projects that involve shared services; and

**WHEREAS**, the Connecticut Metropolitan Council of Governments (MetroCOG) is acting as a convener and facilitator of service sharing projects in the Greater Bridgeport Region; and

**WHEREAS**, on December 31, 2019 the Connecticut Metropolitan Council of Governments submitted a grant application to the State of Connecticut Office of Policy and Management's Regional Performance Incentive Program for a Regional Electronic Content Management system; and

**WHEREAS**, a phase of the Regional Electronic Content Management system is currently being implemented in member municipalities and will build upon this implementation by including additional internal work flows and providing high volume scanning and indexing services of historic documents; and

**WHEREAS**, this service will increase public accessibility and transparency, reduce reliance on paper documents, and create digital records that can last in perpetuity, and thus will reduce local costs; and

**WHEREAS**, the Chief Elected Officials of the Greater Bridgeport Region have supported the Regional Electronic Content Management system included in the application package, as it will benefit each municipality and the Region as a whole; and

**WHEREAS**, the City of Bridgeport has expressed an interest in taking part in the project proposal entitled:

1. Regional Electronic Content Management system;

**NOW, THEREFORE, BE IT RESOLVED**, that the *Bridgeport City Council* approves and endorses the above referenced *Regional Performance Incentive Program* Grant Application by the Connecticut Metropolitan Council of Governments and authorized the Mayor to sign all necessary agreements and take all necessary actions to allow for the City's participation in the program.

Attachments



# OFFICE OF THE CITY CLERK RESOLUTION FORM

## 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	

## SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Details Public Hearing Ordered on: CT Post Publication Date(s): Public Hearing Held on:	Date
---	--	------

## 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)

## Boyer, Mike

---

**From:** Ortiz, Frances  
**Sent:** Wednesday, January 15, 2020 3:37 PM  
**To:** Williams, Althea; Pettway, Lonnette; Boyer, Mike  
**Cc:** Nieves, Aidee; Flatto, Kenneth  
**Subject:** FW: City Council Agenda item - FY20 Regional Performance Incentive Program  
**Attachments:** Resolution (Bridgeport).docx; Legislative Summary - Bridgeport.pdf; Council Letter - Bridgeport.pdf

City Clerk Staff- Aidee (IMPORTANT)

Please proceed with processing this item. This item will go on the City Council agenda for referral to the ECDE Committee for Tuesday, January 21, 2020.

@ Aidee, please note due to the time line specified below. The ECDE Committee has a meeting scheduled for next Wednesday, January 22, 2020. As the submitter of the item you might want to alert the ECDE Committee chairs (Valle & Brantley) and attend Wednesday's, January 22, 2020 ECDE meeting to request the item be added to the ECDE agenda by 2/3 votes. In order to have full council approval by February 3, 2020.

Reasoning, per resolution attached they need this endorsement by February 28<sup>th</sup>. The next regularly ECDE Committee will not take place until February 19, 2020. Resulting, item not having full council approval until March 2, 2020. This will not meet the February 28<sup>th</sup> deadline.

Sincerely,  
Frances Ortiz

**From:** Ortiz, Frances  
**Sent:** Tuesday, January 07, 2020 4:22 PM  
**To:** Nieves, Aidee <Aidee.Nieves@Bridgeportct.gov>  
**Cc:** Boyer, Mike <Mike.Boyer@Bridgeportct.gov>; Matt Fulda <mfulda@ctmetro.org>; Flatto, Kenneth <Kenneth.Flatto@Bridgeportct.gov>; Mayor <Mayor@Bridgeportct.gov>  
**Subject:** FW: City Council Agenda item - FY20 Regional Performance Incentive Program

Good Afternoon Council President Nieves –

Please see email below regarding the subject item. Please let me know, if you approve such item to be placed on the City Council agenda for Immediate Consideration and/or referral to committee.

Sincerely,  
Frances Ortiz  
Assistant, City Clerk

**From:** Meghan Sloan <msloan@ctmetro.org>  
**Sent:** Tuesday, January 07, 2020 3:18 PM  
**To:** Nieves, Aidee <Aidee.Nieves@Bridgeportct.gov>  
**Cc:** Matt Fulda <mfulda@ctmetro.org>; Flatto, Kenneth <Kenneth.Flatto@Bridgeportct.gov>; Mayor

<Mayor@Bridgeportct.gov>

**Subject:** City Council Agenda item - FY20 Regional Performance Incentive Program

Dear Ms. Nieves,

The Connecticut Metropolitan Council of Governments (MetroCOG) has submitted a grant application to the State of Connecticut Office of Policy and Management's (OPM) FY20 Regional Performance Incentive Program. MetroCOG's application proposes a Regional Electronic Content Management system that will support the needs of all six of our member municipalities: the City of Bridgeport, Town of Easton, Town of Fairfield, Town of Monroe, Town of Stratford and the Town of Trumbull.

The State of Connecticut requires all municipalities that elect to participate in the proposed regional service obtain a resolution from the legislative body that endorses the proposal by February 28th, 2020. MetroCOG has requested that the City of Bridgeport include the Resolution and any other supporting documentation on the agenda of the January 21st, 2020 meeting of the City Council. Attached is a resolution (draft), grant summary and a copy of the grant application and supporting documents.

If you have any questions or concerns, please do not hesitate to contact me.

Thank you,



**Meghan A. Sloan, AICP**  
*Planning Director*  
[msloan@ctmetro.org](mailto:msloan@ctmetro.org)  
203-366-5405 x23

[ctmetro.org](http://ctmetro.org)  
1000 Lafayette Boulevard, Suite 925,  
Bridgeport, CT 06604



**Ortiz, Frances**

---

**From:** Ortiz, Frances  
**Sent:** Tuesday, January 07, 2020 4:21 PM  
**To:** Nieves, Aidee  
**Cc:** Boyer, Mike; 'Matt Fulda'; Flatto, Kenneth; Mayor  
**Subject:** FW: City Council Agenda item - FY20 Regional Performance Incentive Program  
**Attachments:** Resolution (Bridgeport).docx; Legislative Summary - Bridgeport.pdf; Council Letter - Bridgeport.pdf

Good Afternoon Council President Nieves –

Please see email below regarding the subject item. Please let me know, if you approve such item to be placed on the City Council agenda for Immediate Consideration and/or referral to committee.

Sincerely,  
Frances Ortiz  
Assistant, City Clerk

Handwritten notes in the right margin: "copy to AICP" and "copy to Mayor".

**From:** Meghan Sloan <[msloan@ctmetro.org](mailto:msloan@ctmetro.org)>  
**Sent:** Tuesday, January 07, 2020 3:18 PM  
**To:** Nieves, Aidee <[Aidee.Nieves@Bridgeportct.gov](mailto:Aidee.Nieves@Bridgeportct.gov)>  
**Cc:** Matt Fulda <[mfulda@ctmetro.org](mailto:mfulda@ctmetro.org)>; Flatto, Kenneth <[Kenneth.Flatto@Bridgeportct.gov](mailto:Kenneth.Flatto@Bridgeportct.gov)>; Mayor <[Mayor@Bridgeportct.gov](mailto:Mayor@Bridgeportct.gov)>  
**Subject:** City Council Agenda item - FY20 Regional Performance Incentive Program

Dear Ms. Nieves,

The Connecticut Metropolitan Council of Governments (MetroCOG) has submitted a grant application to the State of Connecticut Office of Policy and Management's (OPM) FY20 Regional Performance Incentive Program. MetroCOG's application proposes a Regional Electronic Content Management system that will support the needs of all six of our member municipalities: the City of Bridgeport, Town of Easton, Town of Fairfield, Town of Monroe, Town of Stratford and the Town of Trumbull.

The State of Connecticut requires all municipalities that elect to participate in the proposed regional service obtain a resolution from the legislative body that endorses the proposal by February 28th, 2020. MetroCOG has requested that the City of Bridgeport include the Resolution and any other supporting documentation on the agenda of the January 21st, 2020 meeting of the City Council. Attached is a resolution (draft), grant summary and a copy of the grant application and supporting documents.

If you have any questions or concerns, please do not hesitate to contact me.

Thank you,



Meghan A. Sloan, AICP

*Planning Director*  
[msloan@ctmetro.org](mailto:msloan@ctmetro.org)  
203-366-5405 x23

[ctmetro.org](http://ctmetro.org)  
1000 Lafayette Boulevard, Suite 925,  
Bridgeport, CT 06604

## Ortiz, Frances

---

**From:** Meghan Sloan <msloan@ctmetro.org>  
**Sent:** Tuesday, January 07, 2020 3:11 PM  
**To:** Ortiz, Frances  
**Cc:** Matt Fulda  
**Subject:** City Council Agenda item - FY20 Regional Performance Incentive Program  
**Attachments:** Clerk Letter - Bridgeport.pdf; Resolution (Bridgeport).docx; Legislative Summary - Bridgeport.pdf

Good afternoon,

The Connecticut Metropolitan Council of Governments (MetroCOG) has submitted a grant application to the State of Connecticut Office of Policy and Management's (OPM) FY20 Regional Performance Incentive Program. MetroCOG's application proposes a Regional Electronic Content Management system that will support the needs of all six of our member municipalities: the City of Bridgeport, Town of Easton, Town of Fairfield, Town of Monroe, Town of Stratford and the Town of Trumbull.

The State of Connecticut requires all municipalities that elect to participate in the proposed regional service obtain a resolution from the legislative body that endorses the proposal by February 28th, 2020. MetroCOG is requesting that the City of Bridgeport include the Resolution and any other supporting documentation on the agenda of the January 21st, 2020 meeting of the City Council. Attached is a resolution (draft), grant summary and a copy of the grant application and supporting documents.

If you have any questions or concerns, please do not hesitate to contact me.

Thank you,



**Meghan A. Sloan, AICP**  
**Planning Director**  
[msloan@ctmetro.org](mailto:msloan@ctmetro.org)  
203-366-5405 x23

[ctmetro.org](http://ctmetro.org)  
1000 Lafayette Boulevard, Suite 925,  
Bridgeport, CT 06604



January 6<sup>th</sup>, 2020

Lydia Martinez, City Clerk  
City of Bridgeport  
45 Lyon Terrace, Room 204  
Bridgeport, CT 06604

Re: Regional Electronic Content Management system, FY20 Regional Performance Incentive Program

Dear Ms. Martinez,

The Connecticut Metropolitan Council of Governments (MetroCOG) has submitted a grant application to the State of Connecticut Office of Policy and Management's (OPM) FY20 Regional Performance Incentive Program. MetroCOG's application proposes a *Regional Electronic Content Management system* that will support the needs of all six of our member municipalities: the City of Bridgeport, Town of Easton, Town of Fairfield, Town of Monroe, Town of Stratford and the Town of Trumbull.

The State of Connecticut requires all municipalities that elect to participate in the proposed regional service obtain a resolution from the legislative body that endorses the proposal by February 28<sup>th</sup>, 2020. MetroCOG is requesting that the City of Bridgeport include the Resolution and any other supporting documentation on the agenda of the January 21<sup>st</sup>, 2020 meeting of the City Council. Attached is a resolution (draft), grant summary and a copy of the grant application and supporting documents.

If you have any questions or concerns, please do not hesitate to contact me at 203-366-5405 or [mfulda@ctmetro.org](mailto:mfulda@ctmetro.org).

Sincerely,

A handwritten signature in dark ink, appearing to read "Matt Fulda", is written over a light blue horizontal line.

Matt Fulda  
Executive Director, MetroCOG



**To:** Ms. Aidee Nieves, City Council President, City of Bridgeport

**From:** Meghan Sloan, Planning Director, MetroCOG

**Date:** January 6, 2020

**Subject:** *Regional Electronic Content Management system*, FY20 Regional Performance Incentive Program

The Connecticut Metropolitan Council of Governments (MetroCOG), the Regional Council of Governments that includes the City of Bridgeport, has submitted a grant application to the State of Connecticut Office of Policy and Management's (OPM) FY20 Regional Performance Incentive Program. MetroCOG's application proposes a *Regional Electronic Content Management system* that will support the needs of all six member municipalities, including the City of Bridgeport. The proposal will build upon MetroCOG's existing cloud-based Laserfiche implementation and expand it to include additional workflows.

***A major benefit is that the system allows for a single regional license, rather than individual licenses for each town including the built-in workflows and business processes at no additional cost. This functionality allows each municipality in the region to decide which functions are most important while not limiting another municipality.*** Workflows and business processes created by and for one municipality can be easily shared and implemented in another municipality with minimal duplication of effort or cost. ***Additionally, since the system allows for additional users under the single license, this platform could be extended to Boards of Education, Public Safety and others without significant increase in the annual cost.***

The *Regional Electronic Content Management system* provides local implementation of customized workflows, increases public accessibility and transparency and reduces reliance on paper documents. Example processes include online permitting, contract management, FOIA requests, agenda approvals, and work order requests. In addition, the system will allow certain documents to be accessed from MetroCOG's existing municipal parcel viewers (see <http://ctmetro.org/maps/>).

***The project will also provide high volume scanning and indexing services to each municipality.*** This phase will scan and store historic documents which can then be made publicly available, as required by FOIA, via the system's public web portal. Benefits include:



**METROCOG**

- By adding a significant number of documents to the database, municipal departments will have a more robust system that can better utilize many of Laserfiche's business processes.
- Accessing documents via an online web viewer reduces the need for the public to visit the department in person which allows departmental staff to focus on other job responsibilities while still providing the public with access to information.
- Several Chief Elected Officials have identified space constraints as a major problem in municipal administration buildings. By creating digital records that can last in perpetuity, towns can rework their existing office setups and reduce the number of paper records being stored.

**Through this project, Bridgeport may realize the following benefits:**

- During FY2018, Bridgeport's building department issued 3,266 building permits. A budget goal of the Bridgeport Building Department is to "*continue to support and work towards digitization of permit process.*"
- Managing health permits are another area that could benefit from digitization. In Bridgeport, 1,208 restaurants were inspected in FY2018. Document scanning would help support this health department function.
- Bridgeport reported 310 FOIA requests to the City Clerk in FY2018.

**Purpose of Resolution:** The State of Connecticut requires all municipalities that elect to participate in the proposed regional service endorse the application through a resolution from the legislative body by February 28th, 2020.

Attached is a resolution (draft), and a copy of the grant application and supporting documents.

Resolution  
Regional Performance Incentive Program  
*Regional Electronic Content Management system*

The Bridgeport City Council met on \_\_\_\_, 2020 and adopted the following resolution.

**WHEREAS**, Section 4-124s of the Connecticut General Statutes provides statewide incentive grants to Regional Council of Governments for projects that involve shared services; and

**WHEREAS**, the Connecticut Metropolitan Council of Governments (MetroCOG) is acting as a convener and facilitator of service sharing projects in the Greater Bridgeport Region; and

**WHEREAS**, on December 31, 2019 the Connecticut Metropolitan Council of Governments submitted a grant application to the State of Connecticut Office of Policy and Management's Regional Performance Incentive Program for a Regional Electronic Content Management system; and

**WHEREAS**, a phase of the Regional Electronic Content Management system is currently being implemented in member municipalities and will build upon this implementation by including additional internal work flows and providing high volume scanning and indexing services of historic documents; and

**WHEREAS**, this service will increase public accessibility and transparency, reduce reliance on paper documents, and create digital records that can last in perpetuity, and thus will reduce local costs; and

**WHEREAS**, the Chief Elected Officials of the Greater Bridgeport Region have supported the Regional Electronic Content Management system included in the application package, as it will benefit each municipality and the Region as a whole; and

**WHEREAS**, the City of Bridgeport has expressed an interest in taking part in the project proposal entitled:

1. Regional Electronic Content Management system

**NOW THEREFORE BE IT RESOLVED**, that the *Bridgeport City Council* approves and endorses the above referenced ***Regional Performance Incentive Program*** Grant Application by the Connecticut Metropolitan Council of Governments and authorized the Mayor to sign all necessary agreements and take all necessary actions to allow for the City's participation in the program.

Attested to by:

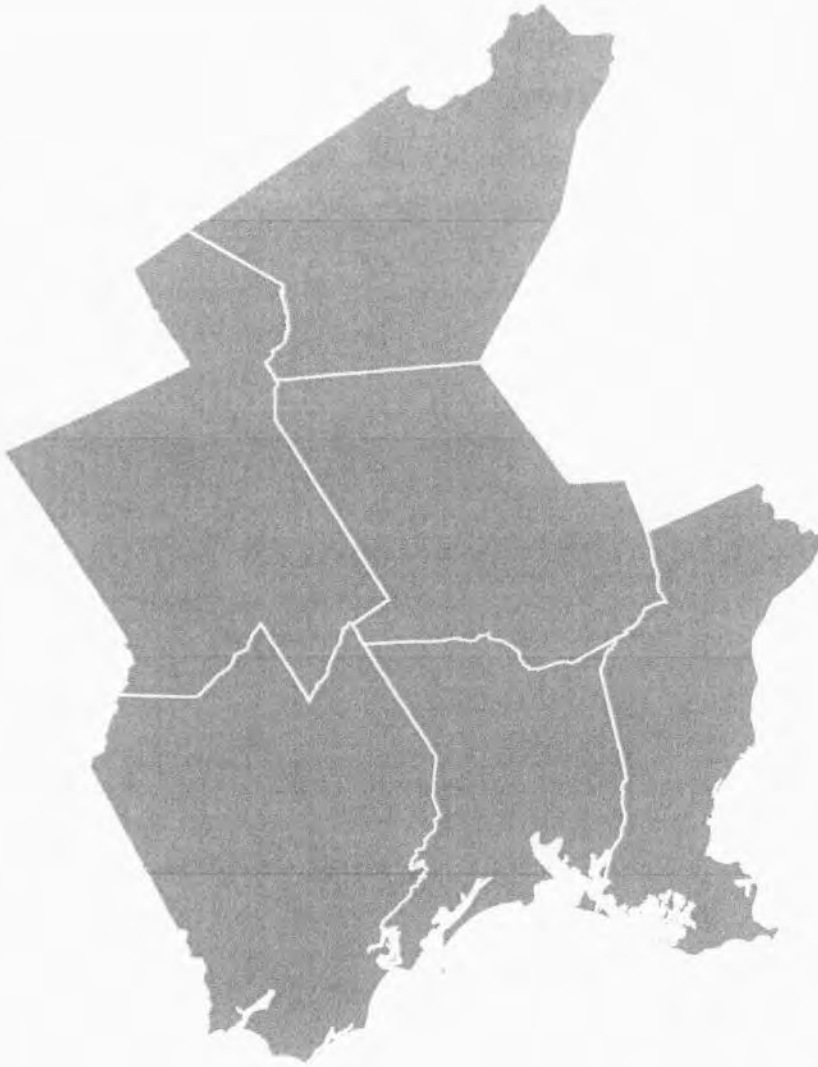
---

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# Regional Electronic Content Management and Document Digitization

Proposal for funding through OPM's Regional Performance Incentive Program, on behalf of **Bridgeport, Easton, Fairfield, Monroe, Stratford & Trumbull**

Submitted to OPM on December 31, 2019



## METROCOG

Connecticut Metropolitan Council of Governments

1000 Lafayette Boulevard, Suite 925

Bridgeport, CT 06604

203.366.5405 [www.metro.org](http://www.metro.org)



## Regional Performance Incentive Program

Application Guidelines: [https://biznet.ct.gov/SCP\\_Search/BidDetail.aspx?CID=51757](https://biznet.ct.gov/SCP_Search/BidDetail.aspx?CID=51757)

Pursuant to CGS Section 4-124s.

*Proposal for Joint Provision of Services or Study to be filed with the  
Secretary of the Office of Policy and Management*

*Submit to:*

Office of Policy and Management,  
450 Capitol Ave. MS #54 SLP  
Hartford, CT 06106-1379,  
Attn: RPI Program

### Applicant Entity

Name Connecticut Metropolitan Council of Governments (MetroCOG)  
Address 1000 Lafayette Boulevard  
City/State/Zip Bridgeport, CT 06604

### Contact Person(s):

Name Matthew Fulda  
Title Executive Director  
Telephone 203-366-5405  
E-mail mfulda@ctmetro.org

### Amount Requested:

\$350,000

### Project Title:

Regional Electronic Content Management and Document Digitization

**(A) Description of the proposed service or initiative:**

The Regional Electronic Content Management system, hosted by Laserfiche Cloud, is a multi-faceted shared service that will create efficient processes for internal workflows, allow for scalable implementation, increase public accessibility and transparency and reduce each municipalities reliance on paper documents. The system, first and foremost, provides cloud-based content management to store, index and serve municipal and regional documents. Additionally, the system includes, at no additional cost, hundreds of pre-built business processes as well as the ability for users to create additional workflows as needed. The business processes include, but are not limited to, online permitting, contract management, FOIA requests, agenda approvals, and work order requests. This project will build upon MetroCOG's existing Laserfiche implementation and expand it to include additional workflows to significantly improve public access and transparency. A major benefit is that the system allows for a single regional license, rather than individual licenses for each town including the built-in workflows and business processes at no additional cost. This functionality allows each municipality in the region to decide which functions are most important while not limiting another municipality.

The system also allows certain documents to be accessed from MetroCOG's municipal parcel viewers. MetroCOG has been working with the Town of Monroe for the last few years on a pilot program to store and provide access to Monroe Health Department records through the town's municipal GIS parcel viewer, hosted by MetroCOG. For this program, health department staff uploads Well Completion Reports and Septic As-Builts to the cloud-based system and the documents are then accessible to anyone via the parcel viewer. This grant would expand that capacity to the other municipalities in the region as well as other departments within each municipality. Accessing documents via an online web viewer reduces the need for the public to visit the department in person which allows departmental staff to focus on other job responsibilities while still providing the public with access to the information.

The second phase of this project will be to request proposals from qualified contractors that can assist in high volume scanning and indexing. This phase will scan and store historic documents which can then be made publicly available, as required by FOIA, via the systems public web portal. Adding a significant number of documents to the database creates a more robust system that can better utilize many of the business processes. Additionally, conversations with several Chief Elected Officials hve identified space constraints as a major problem in municipal administration buildings. By creating digital records that can last in perpetuity, this project will allow towns to rework their existing office setups and reduce the number of paper records being stored.

**(B) Explanation of the need for such service or initiative:**

The online document management system will improve internal municipal operations and create a more transparent and accessible government for residents. Internal workflows and processes, such as the contract management workflow, will ensure the municipality is notified as existing contracts reach their end date and provide information on auto-renewal terms and other contract specific details. The FOIA request will allow the public a streamlined mechanism for requesting public documents and keep a record of all such requests. The integration of online permitting through this service will allow those municipalities necessary functionality at a significantly lower cost than could be achieved through other permitting vendors.

For the public, the cloud base public portal will allow residents to access information and documentation at any time, regardless of whether the town hall is open. The increased public access will reduce the number of visitors to a specific municipal department allowing municipal staff to focus on other job-related responsibilities while maintaining the public's ability to access necessary documentation.

Additionally, the built-in workflows, business processes and forms reduce user error and allow for more complete indexing of past, current and future documents. This increases the ability of municipal staff and the public to quickly locate and review documents without requiring municipal staff time to address such requests. The regional cloud-based storage system also reduces municipal storage costs and the quantity of printing required to fulfill requests from the public.

**(C) Method of delivering such service or initiative:**

The cloud-based system will be delivered through web-based applications, online forms, internal workflows, and a public portal. The system does not require the purchase or maintenance of any on premise hardware as all the information, forms, web portals and databases are stored in a cloud-based server. MetroCOG will work with each municipality in the region to determine which processes and workflows should be implemented on a town by town basis. MetroCOG will continue its existing relationship with Automated Information Systems (AIS), a Laserfiche Value Added Reseller who provides front end and back end support as well as application and workflow development.

The scanning and indexing portion of this project will be completed by a qualified contractor selected through a competitive procurement process. MetroCOG and the municipalities will work with the selected contractor to prioritize document scanning with the expectation that each municipality will receive this service for the highest priority documents.

**(D) Entity that would be responsible for delivering such service or initiative:**

MetroCOG will act as the project manager for this project and work collaboratively with the region's municipalities and the Laserfiche vendor.

**(E) Description of the recipient population(s) for such service or initiative:**

Over 324,000 people reside in the City of Bridgeport and the Towns of Easton, Fairfield, Monroe, Stratford and Trumbull. The region ranges from Connecticut's largest city (Bridgeport) to a small, agricultural community (Easton). Each municipality shares a commitment to providing the highest level of service to their constituents. These services include processing permit applications and fulfilling a diverse range of requests for information, including FOIA requests. However, the amount of public information currently available online varies by each municipality, and often by department. For those records not online, public availability is limited by the office hours of each municipal office.

During FY2018, Bridgeport's building department issued 3,266 building permits. A budget goal of the Bridgeport Building Department is to "*continue to support and work towards digitization of permit process*" – a goal shared by Trumbull's building department as well, which issued 3,152 permits in 2018.

Even the region's smaller towns issue hundreds of building permits a year – in 2018, Easton issued 663 and Monroe issued 1,294. In Easton's 2018 Annual Report, the Building Department noted that open permits are often not discovered until a residence goes on the market and a title search is performed. Scanning and electronic management of permits could help staff identify which permits still must be closed by the contractor (see

[https://www.eastonct.gov/sites/eastonct/files/uploads/2018\\_annual\\_report\\_final.pdf](https://www.eastonct.gov/sites/eastonct/files/uploads/2018_annual_report_final.pdf)).

Managing health permits are another area that could benefit from digitization. All municipalities issue a variety of health permits which often reflects local land uses. In Bridgeport, 1,208 restaurants were inspected in FY2018, while in Easton more than half of their total 225 health inspections were related to septic. Document scanning would support both health department functions.

The sheer amount of records and information can be daunting for both the public and local staff to consider. For example, Bridgeport reported 310 FOIA requests to the City Clerk in FY2018.

**(F) Description of how such service or initiative will achieve economies of scale:**

Document scanning is a time-consuming process that requires specialized equipment and expertise, especially when utilizing a cloud-based solution. For local staff and the public to be able to quickly retrieve documents, they must be stored in the correct location and include the necessary metadata. Current municipal workloads and local servers are unable to accommodate digitally archiving the records stored in hundreds of file cabinets throughout the region. As paper increases, more file cabinets in offsite storage become necessary – an expense which takes up valuable office space and only increases the time it takes to search for and retrieve a document.

Developing a scope of work across multiple departments and the vendor selection process would be time consuming for each municipality to perform on their own. Due to various levels of local expertise on document management and cloud storage, implementing the service would be a significant challenge for many towns. The regional development of a document scanning and digital archiving system will provide enhancements to a back-office function shared by a diverse range of municipal departments throughout the region.

By utilizing a cloud-based document storage system, staff will spend less looking through file cabinets for supporting documents or public requests. Town halls will experience less constraints on office space due to fewer file cabinets. Constituents can also search for and access information at their own pace and schedule, rather than being limited to the operating hours of local town halls.

Further economies will be realized through the single license structure of the Laserfiche Cloud implementation, meaning that workflows and business processes created by and for one municipality can be easily shared and implemented in another municipality with minimal duplication of effort or cost. Additionally, since the system allows for additional users under the single license, this platform could be extended to Boards of Education, Public Safety and others without significant increase in the annual cost.

There will also be significant economies of scale associated with the bulk scanning portion of this contract. First, a single regional procurement is significantly less costly than each municipality going out

to bid for the service individually. Second, utilizing one contractor will allow for a more streamlined process and reduce the sunk costs that arise from on-boarding a new consultant and educating them on the system. A robust scanning and indexing processes, created in collaboration with all six municipalities, will allow MetroCOG to maximize the total number of scanned documents and reduce errors.

**(G) Estimate of anticipated mill rate reduction for participating municipalities as a result of savings realized from such service or initiative:**

Given the total amount requested as compared to the total property tax revenue within the budgets of the six municipalities cooperating in this grant application, at the least, this program will reduce the mill rates of each town by as much as .05%. This is based upon the average cost savings calculated by New Jersey's Division of Archives and Records Management (NJDARM) due to reductions in storage costs of paper records (<https://www.ctg.albany.edu/publications/preservation/>, 2006). However, fully calculating the total mill rate reduction of this service is difficult, as there is no fixed cost associated with fulfilling a request, as it could take staff minutes or hours, depending on the complexity of the request and the location of the records.

It is likely that this scale of mill rate reduction would grow over the years as the municipalities reduce staff time spent looking through physical records and realize further efficiencies. Digital records management is a sound investment and can accrue significant reductions in costs and increases in benefits both over the short and long terms. A table has been attached to this application for additional details.

**(H) Cost benefit analysis for the provision of such service or initiative by each participating municipality and by the entity or board of education submitting the proposal:**

As discussed earlier, analyzing the cost benefit of electronic document management is difficult to determine. However, industry and organizational literature have identified benefits to both staff and the public.

J.P. Morgan's *Analysis of Electronic Records Management Solutions in the Federal Government* identified electronic records management as having the following benefits:

- Less staff time spent on record management duties increases the available time to perform core tasks.
- Supports disaster recovery and business continuity; records stored in the cloud can be accessed by staff remotely. If original paper records are destroyed or inaccessible, digital records can be quickly retrieved.
- Reduces the need to print and distribute paper records.
- Avoids delays, investigations and lawsuits resulting from misplaced paper records.
- Reduces difficulties and delays in retrieving paper records, especially if they are stored off-site.
- Records can be accessed by multiple users simultaneously.

- Metadata can be used to identify record types subject to statutory or regulatory retention requirements.
- Reduces time spent responding to FOIA requests; may simplify the FOIA process for all parties.
- Preservation of institutional knowledge; as staff turns over/retires, digital files will be easier to find than paper documents.
- Maintains reliable service levels without increasing staffing, especially if there was a sudden increase in record requests.

Further, the Council of State Archivists' *State Archiving in the Digital Era: A Playbook for the Preservation of Electronic Records* (October 2018, <https://www.statearchivists.org/programs/state-electronic-records-initiative/>) identified the digital records management as having the following benefits:

- Information is more readily available and accessible to policy makers, public records requests and collaborative initiatives.
- Simplification and streamlining of back-office activities.

**(L) Indicate the level and type of pledged match funds as a percentage of the total grant request amount**

MetroCOG and region's municipalities are not requesting any additional funding for staff time reimbursement through this grant. As this project will require significant staff resources, there will be a significant in-kind match. In addition, the region's member municipalities have already passed a resolution stating their intent to provide a regional cost share once the grant funding has been expended to continue the service. While this is not a typical match, it illustrates the region's commitment to this project and its continued functionality well beyond the grant period.

**(M) Indicate the extent to which the proposal relates to the following major themes of the Lamont Administration:**

The proposed project is directly related to Governor Lamont's goal of making government more effective, efficient, and customer-friendly by delivering services online, leveraging data to improve outcomes, and collaborating with interagency, intergovernmental, and interstate partners in addition to back office functions. The implementation of the regional electronic content management system will reduce municipal reliance on paper by moving as much data, documents and processes to a digital format. The service also increases the ability of the public to access public records and request additional records.

**MetroCOG RPIP FY20 Budget Table**

<b>Budget Item</b>	<b>Unit Cost</b>	<b>Units</b>	<b>Total Cost</b>
Annual Laserfiche Cloud Licensing and Users	\$62,500	2	\$125,000
Laserfiche Development Support	\$250	100	\$25,000
Bulk Scanning and Indexing	\$200,000	1	\$200,000
<b>Total Grant Request</b>			<b>\$350,000</b>



**Notice of Funding Opportunity**  
**Regional Performance Incentive Program (RPIP)**  
**FY 20 Grant Round**

**Overview**

The Office of Policy and Management (OPM) is currently accepting proposals for the FY 20 RPIP Grant Round, in accordance with CGS Sec. 4-124s.

Eligible applicants\* include the following entities, either individually or in any combination:

- 1) any regional council of governments (COG);
- 2) any two or more municipalities acting through a COG;
- 3) any economic development district (EDD); and
- 4) any regional educational service center (RESC).

Eligible applicants may submit proposals for:

- 1) the joint provision of any service that one or more participating municipalities of such COG, EDD or RESC currently provide but which is not provided on a regional basis;
- 2) a planning study regarding the joint provision of any service on a regional basis; or
- 3) shared information technology services.

**\*Note:** In addition to the eligible applicants noted above, any local or regional board of education or RESC serving a population greater than one hundred thousand may submit a proposal for a regional special education initiative, per CGS Sec. 4-124s(b).

**Proposal Format Requirements**

Eligible applicants shall provide the following information for each proposal:

- (A) Description of the proposed service or initiative;
- (B) Explanation of the need for such service or initiative;
- (C) Method of delivering such service or initiative;
- (D) Entity that would be responsible for delivering such service or initiative;
- (E) Description of the recipient population(s) for such service or initiative;
- (F) Description of how such service or initiative will achieve economies of scale;
- (G) Estimate of anticipated mill rate reduction for participating municipalities as a result of savings realized from such service or initiative;

- (H) Cost benefit analysis for the provision of such service or initiative by each participating municipality and by the entity or board of education submitting the proposal;
- (I) Plan of implementation for delivery of such service or initiative;
- (J) Resolution approved by the legislative body\* of each participating municipality endorsing such proposal, authorizing the eligible applicant to apply for funding, and to enter into any required contract and/or agreement should the proposal be selected for an award. (\*Note: Under CGS Sec. 4-124s(a)(3), "Legislative body" means the board of selectmen, town council, city council, board of alderman, board of directors, board of representatives or board of the warden and burgesses of a municipality)
- (K) Explanation of the potential legal obstacles, if any, to the regional provision of such service or initiative;
- (L) Indicate the level and type of pledged match funds as a percentage of the total grant request amount (e.g., for a \$100,000 grant request, a 20% match would be \$20,000), with the minimum grant request being \$50,000 and the maximum grant request being \$1,000,000. Rating scale to be based on ratio of pledged match funds to requested grant funds, as well as the type of match (i.e., monetary vs. in-kind); and
- (M) Indicate the extent to which the proposal relates to the following major themes of the Lamont Administration:
  - i. Promoting economic growth by, e.g., developing our workforce, improving the quality of life and fiscal stability of our cities and towns, reducing barriers to entry and supporting entrepreneurship, and driving down the cost of healthcare, higher education, infrastructure and other significant family and business investments.
  - ii. Encouraging programs and initiatives to improve Connecticut's criminal justice system and enhance community safety, including but not limited to projects that reduce recidivism by supporting housing and employment opportunities and reducing barriers for individuals returning to our communities post-incarceration, as well as initiatives that use a coordinated multi-disciplinary approach to support the needs of victims of crime.
  - iii. Making government more effective, efficient, and customer-friendly by, e.g., delivering services online, leveraging data to improve outcomes, and collaborating with interagency, intergovernmental, and interstate partners in addition to back office functions, e.g., human resources, labor relations, budget and finance, assessors and tax collectors, inspectors in both building, trades and public health, regional health districts.

### Required Attachments

Attached to the end of this document is information that we are required to provide to bidders, proposers and applicants. Additionally, there are required forms that must be completed and submitted with your proposal.

### Submittal Instructions

**Proposals must be received by OPM no later than 5:00 PM on December 31, 2019\*\*.**

Proposals shall be submitted via email to Martin L. Heft, Acting Undersecretary, Intergovernmental Policy and Planning Division, Office of Policy and Management at [Martin.Heft@cl.gov](mailto:Martin.Heft@cl.gov).

Additionally, applicants shall submit a copy of each proposal to the legislators representing any participating municipalities.

**\*\*Note: Applicants have the option of submitting items (G) through (K), as described in the section titled *Proposal Format Requirements*, without penalty to OPM by no later than 5:00 PM on February 28, 2020. This is meant to address applicant concerns over the amount of time needed to prepare complete applications. However, OPM will not accept any supplemental information pertaining to items (A) through (F) following the December 31, 2019 deadline.**

### Proposal Review and Rating Process

A selection committee comprised of OPM staff will evaluate qualified proposals submitted in response to this funding opportunity and recommend finalists for the Secretary's consideration.

Such proposals shall be rated using the following weighted criteria:

- 50% based on a 1-10 rating of the information provided in items (A) – (K) of the Proposal Format Requirements;
- 30% based on a 1-10 rating of how the proposal addresses items (L) – (M) of the Proposal Format Requirements; and
- 20% based on a 1-10 rating of the extent to which the applicant meets the priority criteria of CGS Sec. 4-124s(c)(2)\*\*\*.

**\*\*\*Note:** CGS Sec. 4-124s(c)(2) states, "(2) The secretary shall review each proposal and shall award grants for proposals the secretary determines best meet the requirements of this section. In awarding such grants, the secretary shall give priority to a proposal submitted by (A) any entity specified in subsection (a) of this section that includes participation of all of the member municipalities of such entity, and which may increase the purchasing power of participating municipalities or provide a cost savings initiative resulting in a decrease in

expenses of such municipalities, allowing such municipalities to lower property taxes, (B) any economic development district, and (C) any local or regional board of education.”

#### **Anticipated Announcement of Selected Proposals**

OPM intends to notify applicants by May 15, 2020 of any proposals selected for funding in the FY 20 RPIP grant round.

Upon such notification, OPM will work with selected applicants to develop the necessary grant contract and scope of work for implementing the proposal.

Execution of any grant contract requires the grantee to accept OPM’s General Grant Conditions and, if applicable, OPM’s Special Grant Conditions (reference copies are attached).

---THIS SECTION INTENTIONALLY LEFT BLANK---

## REQUIRED ATTACHMENTS/FORMS

### ITEMS LISTED BELOW ARE INCLUDED IN THE PAGES TO FOLLOW

- **OPM Vendor/Bidder Profile Sheet - Form OPM-A-15:** this form must be completed and submitted with your proposal.
- **State of Connecticut Agency Vendor Form – Form SP-26NB-IPDF:** this form ONLY needs to be completed and submitted if any of your entity's information has changed from your previously filed form.
- **Request for Taxpayer Identification Number and Certification – Form W-9:** this form ONLY needs to be completed and submitted if any of your entity's information has changed from your previously filed form.
- **Acknowledgment of Contract Compliance Notification to Bidders Form:** this form must be completed and submitted with your proposal.
- **Bidder Contract Compliance Requirements and Monitoring Report Forms:** this package must be completed and submitted with your proposal.
- **General Grant Conditions:** attached for reference
- **Special Grant Conditions:** attached for reference

For more information and relevant statutes related to Affirmative Action and Contract Compliance, please visit the Commission on Human Rights and Opportunities website at the following link: <https://www.ct.gov/chro/site/default.asp>

# OPM VENDOR/BIDDER/APPLICANT PROFILE SHEET

This form is to be completed by entities responding to any OPM solicitation (RFP, RFA, RFI, RFQ, etc.) for supplies, services and/or grant funding.

Entity Name (do not abbreviate): Connecticut Metropolitan Council of Governments	Federal Employer Id Number/SSN: 06-0765591
Entity Address: 1000 Lafayette Boulevard, suite 925, Bridgeport, CT 06604	
Contact Person's Name: Matthew Fulda	Telephone Number(s): 203-366-5405
Contact Person's Title: Executive Director	Contact Person's email Address: mfulda@ctmetro.org

### AFFIRMATION OF VENDOR/BIDDER/APPLICANT

The undersigned applicant/responent affirms and declares:

- That this proposal/application is executed and signed by said vendor/bidder/applicant with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of the solicitation.  
 YES  NO  N/A (no solicitation)
- That the objectives, services and/or deliverables outlined in the solicitation shall be met/delivered by the vendor/bidder/applicant as proposed therein, at the budget/cost proposed therein (if applicable), and within the timeframes as delineated within the solicitation.  
 YES  NO  N/A (no solicitation)
- That neither the vendor/bidder/applicant and/or any company official nor any subcontractor to the vendor/bidder/applicant and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.  
 YES  NO
- That neither the vendor/bidder/applicant and/or any company official nor any subcontractor to the vendor/bidder/applicant and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with other states within the United States.  
 YES  NO

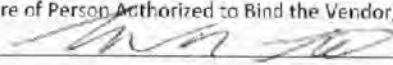
### ACKNOWLEDGEMENT OF VENDOR/BIDDER/APPLICANT

- With regard to a State contract as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the undersigned expressly acknowledges:

Receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions.

- YES  NO  N/A pursuant to CHRO definition below\*

\*Prohibitions not applicable to "a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part time, and only in such person's capacity as a state or quasi-public agency employee."

Written Signature of Person Authorized to Bind the Vendor/Bidder Contractually: 	Date: 12/31/19
Type or Print Name of Authorized Signatory: Matthew Fulda	Title of Signatory: Executive Director

### IF VENDOR/BIDDER/APPLICANT IS A CORPORATION

What is the authority of signatory to bind the vendor/bidder/applicant contractually?

- Corporate Resolution  Corporate By Laws  Other (Please provide a written copy.)

Is your business income reportable to the IRS?  Yes  No

Are you a DAS certified minority owned business?  Yes  No If YES, check all that apply.

- Women Owned  Black  Hispanic  American Indian  Disabled  Iberian Peninsula  Asian  Other

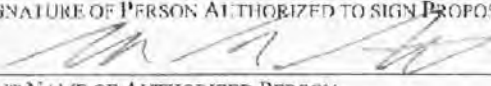
Subject of Solicitation	Submission Due	Division	Date Issued

# STATE OF CONNECTICUT - AGENCY VENDOR FORM

**IMPORTANT: ALL parts of this form must be completed, signed and returned by the vendor.**

**READ & COMPLETE CAREFULLY**

S/26NE-010 Rev. 4/10

COMPLETE VENDOR LEGAL BUSINESS NAME Greater Bridgeport Regional Planning Agency		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input checked="" type="checkbox"/> TIN 06-0765591 <small>WRITE/TYPE SSN/FEIN NUMBER ABOVE</small>	
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE) Connecticut Metropolitan Council of Governments			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR <input checked="" type="checkbox"/> GOVERNMENT			
<b>NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.</b>			
BUSINESS TYPE: <input type="checkbox"/> A. SALE OF COMMODITIES <input type="checkbox"/> B. MEDICAL SERVICES <input type="checkbox"/> C. ATTORNEY FEES <input type="checkbox"/> D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT) E. OTHER (DESCRIBE IN DETAIL) <input checked="" type="checkbox"/> quasi governmental			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) *			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
<b>NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.</b>			
<b>NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?</b>			
VENDOR ADDRESS STREET 1000 Lafayette Boulevard, Suite 925		CITY STATE ZIP CODE Bridgeport CT 06604	
Add Additional Business Address & Contact information on back of this form.			
VENDOR E-MAIL ADDRESS mfulda@ctmetro.org		VENDOR WEB SITE www.ctmetro.org	
<b>REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. <input checked="" type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE.</b>			
REMIT ADDRESS STREET		CITY STATE ZIP CODE	
CONTACT INFORMATION: NAME (TYPE OR PRINT)			
1 <sup>ST</sup> BUSINESS PHONE: _____		HOME PHONE: _____	
2 <sup>ND</sup> BUSINESS PHONE: _____		1 <sup>ST</sup> PAGER: _____	
CELLULAR: _____		2 <sup>ND</sup> PAGER: _____	
1 <sup>ST</sup> FAX NUMBER: ( ) _____		TOLL FREE PHONE: _____	
2 <sup>ND</sup> FAX NUMBER: ( ) _____		TELEX: _____	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR 			DATE EXECUTED
TYPE OR PRINT NAME OF AUTHORIZED PERSON Matthew Fulda		TITLE OF AUTHORIZED PERSON Executive Director	
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input checked="" type="checkbox"/> NO			
IS YOUR BUSINESS CURRENTLY A CT DOT CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE (DBE)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS			
PURCHASE ORDER DISTRIBUTION: (E-MAIL ADDRESS) ckelleher@ctmetro.org			
<b>NOTE: THE E-MAIL ADDRESS INDICATED IMMEDIATELY ABOVE WILL BE USED TO FORWARD PURCHASE ORDERS TO YOUR BUSINESS.</b>			

**ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED**

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Greater Bridgeport Regional Planning Agency	
2 Business name/disregarded entity name, if different from above Connecticut Metropolitan Council of Governments	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input checked="" type="checkbox"/> Other (see instructions) ▶ Quasi Governmental	4 Exemptions (codes apply only to certain entities, not individuals; see instructions or page 3):  Exempt payor code (if any): _____  Exemption from FATCA reporting code (if any): _____  <small>(Applies to accounts with funds outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions 1000 Lafayette Boulevard, Suite 925	Requester's name and address (optional)
6 City, state, and ZIP code Bridgeport, CT 06604	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
	-
or	
Employer identification number	
06	- 0765591

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 12/31/19
-----------	--	-----------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

## ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*

  
\_\_\_\_\_  
Signature

Executive Director  
\_\_\_\_\_  
Title

12/31/19  
\_\_\_\_\_  
Date

**On behalf of:**

Connecticut Metropolitan Council of Governmetns  
\_\_\_\_\_

Vendor Name

1000 Lafayette Boulevard, Suite 925  
\_\_\_\_\_

Street Address

Bridgeport	CT	06604
------------	----	-------

City	State	Zip
------	-------	-----

06-0765591  
\_\_\_\_\_  
Federal Employee Identification Number  
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

## CONTRACTOR/GRANTEE COMPLIANCE REQUIREMENTS

**NOTE: - THESE REQUIREMENTS APPLY TO ALL CONTRACTORS - INCLUDING GRANTEES AND INDIVIDUALS**

Connecticut General Statute Section 4a-60 was adopted to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. To carry out the provisions of the Statute, the Commission on Human Rights and Opportunities developed Regulations concerning Contract Compliance and approval of Contract Compliance Programs which impose certain obligations on State agencies as well as contractors doing business with the State of Connecticut.

These regulations require that as an awarding agency, in this instance, the Office of Policy and Management (OPM), must consider the following factors in its selection of any contractor:

- The bidder's success in implementing an affirmative action plan;
- If the bidder does not have a written affirmative action plan, the bidder's promise to develop and implement a successful affirmative action plan;
- The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- The bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises.

In order to assess the factors above, contractors are required to provide OPM with information about their organizations.

A package of information is provided with forms and instructions that must be completed, signed by responsible parties and returned to OPM with the response to the Request for Proposal or with the Grant Application.

*PLEASE NOTE: If you indicate that you will be sub-contracting a portion of this contract, you will be sent further forms for completion as required in the contract compliance regulations. Thank you for your cooperation.*

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9a." "Minority" groups are defined in Section 32-9a of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
--	---

**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART I - Bidder Information**

<p>Company Name: Connecticut Metropolitan Council of Governments                  Street Address: 1000 Lafayette Boulevard, Suite 925                  City &amp; State: Bridgeport, CT 06604                  Chief Executive: Matthew Fulda</p>	<p>Bidder Federal Employer Identification Number: 06-0765591                  Or                  Social Security Number:</p>
<p>Major Business Activity:                  (brief description)</p> <p>Transportation and land use planning services, brownfields assessment and remediation, economic development and planning for natural hazard mitigation.</p>	<p>Bidder Identification                  (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                  -Bidder is a minority business enterprise? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                  (If yes, check ownership category)                  Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/>                  American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/>                  Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/>                  -Bidder is certified as above by State of CT? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>Bidder Parent Company: NA                  (If any)</p>	
<p>Other Locations in CT: NA                  (If any)</p>	

**PART II - Bidder Nondiscrimination Policies and Procedures**

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards?                  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.?                  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards?                  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability?                  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>9. Does your company have a mandatory retirement age for all employees?                  Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer?                  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company?                  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor?                  Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p>
<p>6. Does your company have a collective bargaining agreement with workers?                  Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT?                  Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>12. Does your company have a written affirmative action Plan?                  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                  If no, please explain.</p>
	<p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes No                  If yes, give name and phone number:</p>

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes  No

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

TBD - We will need to do a procurement process.

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a above? Yes  No

PART IV - Bidder Employment Information

Date: 12/31/19


JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management	3	2	1								
Business & Financial Ops	2	1	1								
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering	1	1									
Office & Admin Support	3	2	1								
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE	9										
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination  We are an equal opportunity employer and hire based on qualifications and quality of work.
SOURCE	YES	NO	% of applicants provided by source	(X)		
State Employment Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	Work Experience	
Private Employment Agencies	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	Ability to Speak or Write English	
Schools and Colleges	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10	<input type="checkbox"/>	Written Tests	
Newspaper Advertisement	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	High School Diploma	
Walk Ins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5	<input checked="" type="checkbox"/>	College Degree	
Present Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10	<input type="checkbox"/>	Union Membership	
Labor Organizations	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	Personal Recommendations	
Minority/Community Organizations	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	Height or Weight	
Others (please identify)				<input type="checkbox"/>	Car Ownership	
APA Sites	<input type="checkbox"/>	<input type="checkbox"/>	50	<input type="checkbox"/>	Arrest Record	
Website	<input type="checkbox"/>	<input type="checkbox"/>	25	<input type="checkbox"/>	Wage Guarantees	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature) 	(Title) Executive Director	(Date Signed) 12/31/19	(Telephone) 203-366-5405
--	-------------------------------	---------------------------	-----------------------------

**OFFICE OF POLICY AND MANAGEMENT**

Enter Division Name  
**450 CAPITOL AVENUE**  
MS # enter mail stop number  
**HARTFORD, CT 06106**

**GENERAL GRANT CONDITIONS****SECTION 1: Use of Grant Funds.**

The Grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Office of Policy and Management (OPM), be obligated prior to the starting date or subsequent to the end date of the grant period.

**SECTION 2: Fiscal Control.**

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to ensure that expenditures charged to grant activities are made for allowable purposes only.

**SECTION 3: Retention of Records and Records Accessibility.**

3.1 All services performed by Grantee shall be subject to the inspection and approval of OPM at all times, and Grantee shall furnish all information concerning the services. OPM or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. OPM or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours' notice of such intended examination. At OPM's request, the Grantee or subcontractors or subgrantees shall provide OPM with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to OPM's business under this agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by OPM or its representative:

- a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by OPM or its representative. The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this agreement.

**SECTION 4: Insurance.**

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" OPM and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with OPM prior to the award of funding.



**SECTION 5: Conflict of Interest.**

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

**SECTION 6: Reports.**

The Grantee shall submit such reports as OPM shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and subgrantee packets and budgets. Cash requests may be withheld by OPM until complete and timely reports are received and approved.

**SECTION 7: Funding Limitation.**

Funding of this project in no way obligates OPM to fund the project in excess of this grant, beyond the period of this grant, or in future years.

**SECTION 8: Revised Budget.**

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to OPM a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (30) days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

**SECTION 9: Audits.**

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to OPM two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, §§ 4-230 through 4-236, as amended, of the Connecticut General Statutes, the Grantee is required to submit a State Single Audit Report to OPM. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from OPM for this grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with OPM no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$750,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

**SECTION 10: Unexpended Funds and/or Disallowed Costs.**

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to OPM no later than sixty (60) days following closeout of the grant.

**SECTION 11: Nondiscrimination and Affirmative Action.**

11.1 The Grantee agrees to comply with each provision of Connecticut General Statutes §§ 4a-60, 4a-60a, 46a-68e and 46a-68f, and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities (CHRO) pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f, and 46a-86 related to affirmative action and nondiscrimination provisions in contracts, compliance, and reporting.

11.2 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee agrees and warrants that in the performance of the Grant Award such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

11.3 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.4 In accordance with Connecticut General Statutes § 4a-60(a)(2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by CHRO.

11.5 In accordance with Connecticut General Statutes § 4a-60a(a)(1) the Grantee agrees and warrants that in the performance of the grant such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

11.6 In accordance with Connecticut General Statutes §§ 4a-60(a)(3) and 4a-60a(a)(2) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by CHRO advising the labor union or workers' representative of the Grantee's commitments, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.7 In accordance with Connecticut General Statutes §§ 4a-60(a)(5) and 4a-60a(a)(4), the Grantee agrees to provide CHRO with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

11.8 In accordance with Connecticut General Statutes § 4a-60(b) if the grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by CHRO, of its good faith efforts, pursuant to Connecticut General Statutes §§ 4a-60(f) and 4a-60(g), respectively. For the purposes of this document, "Public Works Contract" is defined in accordance with Connecticut General Statutes § 46a-68b; and "Minority Business Enterprise" is defined in accordance with § 4a-60(e).

11.9 In accordance with §§ 4a-60(h) and 4a-60a(c) the Grantee shall include the provisions of subsections 11.1 to 11.8 inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of CHRO. The Grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

11.10 For the purposes of this entire Nondiscrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Grant Award" does not include a grant where each grantee is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

#### **SECTION 12: Executive Orders.**

12.1 This agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. This agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.2 This agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.3 This agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

#### **SECTION 13: Americans with Disabilities Act.**

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the grant award period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, will render the grant voidable at the option of OPM upon notice to the Grantee. The Grantee warrants that it will hold OPM and the State harmless from any liability, which may be imposed upon OPM and the State as a result of any failure of the Grantee to be in compliance with this Act.

#### **SECTION 14: Independent Contractor.**

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee will notify OPM of the contractor's identity.

#### **SECTION 15: Federal Compliance and Assurances.**

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds

of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

**SECTION 16: Non-Supplanting.**

16.1 If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees that these grant funds will be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and will in no event replace such state, local, private and federal funds.

16.2 The Grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. OPM may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

**SECTION 17: Additional Federal Conditions.**

If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to OPM and which are, hereby, made a part of this grant award.

**SECTION 18: Indemnification.**

The Grantee, hereby, agrees to indemnify, defend and save harmless the State of Connecticut, including, but not limited to, OPM, their respective officers, employees and agents for any breach of this agreement.

**SECTION 19: Large State Contracts.**

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update as prescribed by Connecticut General Statutes § 4-252(a). In addition, pursuant to Governor Dannel P. Malloy's Executive Order No. 49, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

**SECTION 20: State Contracting Standards Board.**

Pursuant to Connecticut General Statute §4e-7 the Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

**SECTION 21: Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000.**

Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with grant funds awarded pursuant to this agreement, shall adhere to the requirements of Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(14) and "Quasi Public Agency Project" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(15).

**SECTION 22: Campaign Contribution and Solicitation Prohibitions.**

For all State contracts as defined in § 9-612 of the Connecticut General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign

contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment A.

**SECTION 23: Nondiscrimination Certification.**

Pursuant to Connecticut General Statutes §§ 4a-60 and 4a-60a every Grantee is required to provide the State with a nondiscrimination certificate for all State contracts regardless of type, term, cost or value. Notwithstanding the foregoing, the types of Grantees listed in section 11.10 are not required to file a nondiscrimination certificate. The appropriate form must be submitted to the awarding agency (as defined by Connecticut General Statutes §4a-60g) prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Grantee.

**SECTION 24: Additional Restrictions on Use of Federal Funds.**

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

**SECTION 25: Iran Certification.**

Effective October 1, 2013, OPM Iran Certification Form 7 must be submitted for any large state contract, as defined in § 4-250 of the Connecticut General Statutes. OPM Iran Certification Form 7 must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.

**SECTION 26: Forum and Choice of Law.**

The parties deem the Grant to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Grant to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

**Section 27: Requirements for Nonprofit Organizations.**

If the Grantee is a nonprofit organization, the Grantee agrees to maintain its 501(c)(3) status and to maintain up-to-date annual filings as follows: (1) Certificate of Legal Existence with the Connecticut Secretary of the State; (2) Charitable Organization Registration with the Connecticut Department of Consumer Protection, unless exempted by Connecticut General Statutes § 21a-190d; and (3) Return of Organization Exempt From Income Tax Form 990 with the Internal Revenue Service. At OPM's request, the Grantee shall provide OPM with documentation pertaining to Grantee's 501(c) (3) and/or annual filings.

**SECTION 28: Special Grant Conditions.**

The Grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific grant award, and which are hereby made a part of this award.

## ATTACHMENT A

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes Section 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**Campaign Contribution and Solicitation Limitations**

*No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).*

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### **Contract Consequences**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

### **Definitions:**

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any

agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT

Enter Division Name  
450 CAPITOL AVENUE  
MS # Enter Mail Stop Number  
HARTFORD, CT 06106

**SPECIAL GRANT CONDITIONS**

*Check applicable box, if required.*

- 1. The Grantee agrees to complete and submit to OPM a revised project narrative not later than thirty (30) days after signing this grant award. The Grantee must contact OPM program staff at **enter contact info** regarding the required revisions.
- 2. Specific funding limitations have been applied to this grant. Please contact OPM program staff at **enter contact info** for further detail on these funding restrictions.
- 3. The Grantee is required to participate in training session(s) on **Select Date**. The Grantee must contact **enter contact info** to schedule training and determine if there are other technical assistance opportunities.
- 4. The Grantee must submit to OPM for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category by more than 10% of the budget category or by more than \$500, whichever is greater, or (2) which places resources in a budget category not previously funded. Significant changes in the use of funds within a budget category, while not requiring a formal budget revision, should be reported to OPM by letter.
- 5. The Grantee must submit to OPM for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category or (2) which moves resources between budget categories or (3) which moves resources to a line-item not previously approved by OPM.
- 6. The Grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of OPM or any party designated by OPM for such purpose. The Grantee further agrees that such cooperation includes but is not limited to: (1) collecting and maintaining project data, including client data, (2) supplying project data to OPM or its designee; and (3) permitting access by OPM or its designee to any and all project information whether stored by manual or electronic means.
- 7. Grantee's attendance at all training events, seminars and conferences must be approved by OPM prior to submitting registration for the event. Requests to attend training events must include names of staff, purpose of training, justification/need for training, location, dates and costs. Staff attending training events may be required to present a summary of the training to OPM and/or other Grantees.
- 8. It will be the sole responsibility of the Grantee, and its staff, to insure that any report, article, computer program, database or other product or publication, whether oral or in writing, resulting from the performance of duties pursuant to this grant application and grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any federal and state law, court rules, or rules of professional conduct applicable to the work performed by the Grantee.

9. The Grantee certifies that the application on which this grant is based was presented to the superintendent of schools for its school district and his or her comments thereon were given consideration prior to the submission of the application to OPM.
10. The Grantee shall comply with the following statutes, regulations, guidelines and requirements, to the extent applicable and mandated by the controlling underlying federal grant program:
- Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended.
  - 28 C.F.R. Part 42, Subparts C, D, E.
  - 28 C.F.R. Part 23 (Criminal Intelligence Systems).
  - 28 C.F.R. Part 38 (Equal Treatment of Faith Based Organizations).
  - U.S. Department of Justice, Office of Justice Program (OJP) Financial Guide.
  - To avoid duplicating existing networks or IT systems in any initiatives funded by Bureau of Justice (BJA) for law enforcement information sharing systems, which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the Grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
  - Throughout the award period, the Grantee must ensure ongoing compliance with 8 U.S.C. § 1373. Among other things, Section 1373 bars prohibitions or restrictions on communication between State and local law enforcement agencies and officials and the Department of Homeland Security (and certain other entities) with respect to information regarding the citizenship or immigration status of any individual.
11. The Grantee agrees to and shall comply with all other applicable attachments provided by the federal government, as may be amended.
12. The Grantee agrees to and shall comply with the scope of work in the Grant, as may be amended.
13. The Grantee shall comply with all requirements of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, as amended, that are attached hereto.
14. Municipalities receiving discretionary state funding pursuant to this agreement shall be in compliance with C.G.S. § 8-23 and shall have adopted a plan of conservation and development (POCD) within the past ten years. If a municipality has not adopted a POCD within the past ten years, the municipality (1) in accordance with C.G.S. § 8-23(a)(2), has submitted a letter to the Secretary of the Office of Policy and Management and the Commissioners of Transportation, Energy and Environmental Protection, and Economic and Community Development explaining why the POCD has not been adopted within the past ten years, and (2) in accordance with C.G.S. § 8-23(b), has received written communication from the Secretary of the Office of Policy and Management waiving the prohibition of discretionary state funding pursuant to this agreement.
15. If applicable, the Grantee shall grant to other Connecticut municipalities or towns and/or the State limited, non-exclusive and royalty free license to use any Proprietary Computer Software or related electronic applications and all updates, upgrades and modifications developed pursuant to this Grant, but excluding Third-Party Software. For the purpose of this grant "Computer Software" means (i) computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations, and (ii) recorded information comprised of source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

- 16. If applicable, during the term of this Grant, including any extension thereof, Grantee and, if applicable, Grantee's subcontractor, shall install, run and maintain all upgrades, enhancements, and new releases of Grantee's proprietary Computer Software and Grantee's subcontractor's Computer Software and provide copies of such to all third parties granted a license to use such Computer Software.

**Item # \*19-19 Consent Calendar**

Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Mannuel Firpi** having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.



**Report  
of  
Committee  
on  
Contracts**

**City Council Meeting Date: January 21, 2020**

**Attest:**

*Lydia N. Martinez*

**Lydia N. Martinez, City Clerk**

**Approved by:**

**Joseph P. Ganim, Mayor**

**Date Signed:**

Please Note: Mayor did not sign Report.

20 FEB -5 PM 3: 02

RECEIVED  
CITY CLERKS OFFICE

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. \*19-19 Consent Calendar**

**BE IT RESOLVED**, that the request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement between the City of Bridgeport and Fire Fighters Local 834 that **Manuel Firpi** of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years or more, is to remain employed by the City for another year 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*

\_\_\_\_\_  
*Jorge Cruz, Sr., D-131st*

\_\_\_\_\_  
*Alfredo Castillo, D-136th*

\_\_\_\_\_  
*Michael A. DeFilippo, D-133rd*

\_\_\_\_\_  
*Maria H. Pereira, D-138th*

\_\_\_\_\_  
*Scott Burns, D-130th*

**City Council Date: January 21, 2020**

Item # 11-19

Honorary Street Naming of Logan and Carrie Streets  
as "Reverend Dr. Sulton Stack, Jr. Way".



**Report  
of  
Committee  
on**

**Public Safety and Transportation**

City Council Meeting Date: January 21, 2020

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

Approved by: \_\_\_\_\_  
Joseph P. Ganim, Mayor

Date Signed: \_\_\_\_\_

Please Note: Mayor Did Not Sign Report

RECEIVED  
CITY CLERKS OFFICE  
20 FEB -5 PM 3: 02

REC'D CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

**Item No. 11-19**

**WHEREAS**, occasionally individuals that have distinguished themselves by significant contributions to the city, state, nation, or world may be honoured through an honorary street-name designation by the Bridgeport City Council; and

**WHEREAS**, one such individual is the Reverend Dr. Sulton Stack, Jr. who has faithfully served the St. Paul Missionary Baptist Church for 48 years while leading his congregation in the erection of the current Church and later adding a Day Care Center; and

**WHEREAS**, the St. Paul Missionary Baptist Church is situated at 165 Logan Street and access may be gained by turning from Hollister Avenue onto either Logan Street or Carrie Street; and

**WHEREAS**, in addition to serving this nation in the military Reverend Dr. Stack has made significant contributions as a local community leader; serving as a Commissioner on the Bridgeport Housing Site Development Agency and its Homesteading Program under former Mayor Thomas Bucci; later chairing the agency to build the Roberto Clemente project; and

**WHEREAS**, also Reverend Dr. Stack served for more than 25 years as a Commissioner for the former Bridgeport Housing Authority; on the Johnson Creek Committee to determine housing development in the East End; on the Board of the former Lafayette Bank for 4 years; and since 2006 has continued to serve as a Board Member of the South West Health Community Center committed to the ideals of affordable housing and good health care for people in need; and

**WHEREAS**, those who know Reverend Dr. Sulton Stack, Jr. ask the Bridgeport City Council to recognize him for the many contributions he has made by honorarily naming Logan and Carrie Streets at their intersections with Hollister Avenue as "**Rev. Dr. Sulton Stack, Jr. Way**"; and



# City of Bridgeport, Connecticut

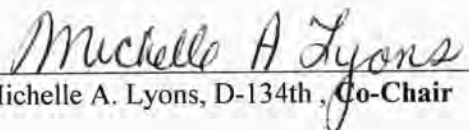
## Office of the City Clerk

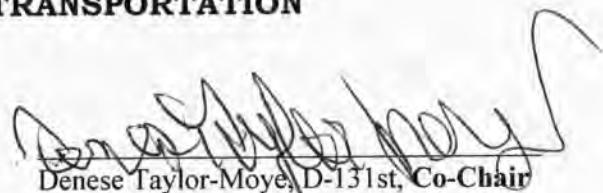
Report of Committee on **Public Safety and Transportation**  
**Item No. 11-19**

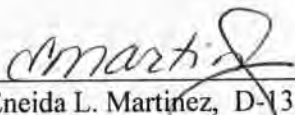
-2-

**NOW, THEREFORE, BE IT RESOLVED** by the Bridgeport City Council that in honor of the many contributions made to this community by the Reverend Dr. Sulton Stack, Jr. that Carrie Street and Logan Street from their intersections with Hollister Avenue be honorarily named as "**Rev. Dr. Sulton Stack, Jr. Way**" with appropriate signage noting this great honor being placed at the corners of Hollister Avenue and Logan Street; Hollister Avenue and Carrie Street; and Carrie Street and Logan Street adjacent to the St. Paul Missionary Baptist Church.

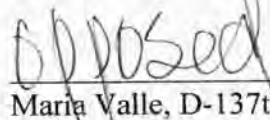
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**PUBLIC SAFETY AND TRANSPORTATION**

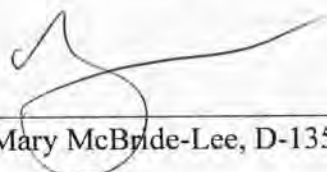
  
Michelle A. Lyons, D-134th, **Co-Chair**

  
Denese Taylor-Moye, D-131st, **Co-Chair**

  
Eneida L. Martinez, D-139th

Maria H. Pereira, D-138th

  
Maria Valle, D-137th

  
Mary McBride-Lee, D-135th

  
AmyMarie Vizzo-Paniccia, D-134th



Reverend Dr. Sulton Stack, Jr., M. Div., D. Min., C.P  
40 Trelrene Drive  
Bridgeport, Connecticut 06606 - 2215

His accomplishments:

First. Five academic degrees:

Undergraduate degree (BA) from Fairfield University, MA from St. John's University, Master of Divinity from New York Theological Seminary, Master of Psychotherapy and Psychololnalysis from Harlem Family Institute, and Doctorate of Pastoral Care and Counseling in Mental Health from Hebrew Union College - The Jewish Institute of Religion. Also, a graduate of Blanton-Peale Graduate Institute with a Certificate in Pastoral Care and Counseling.

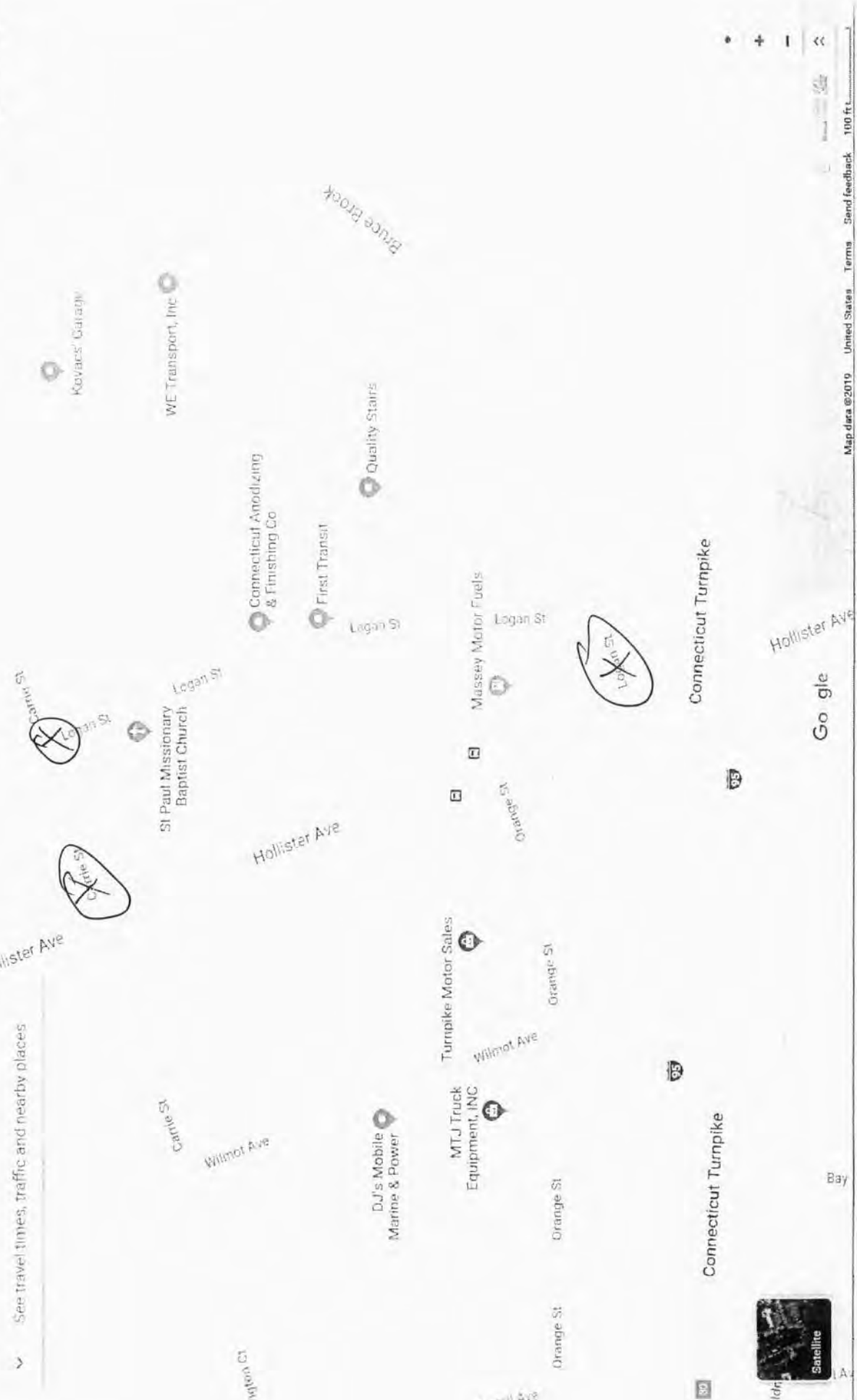
Second. Served two years in the military from 1968 to 1970.

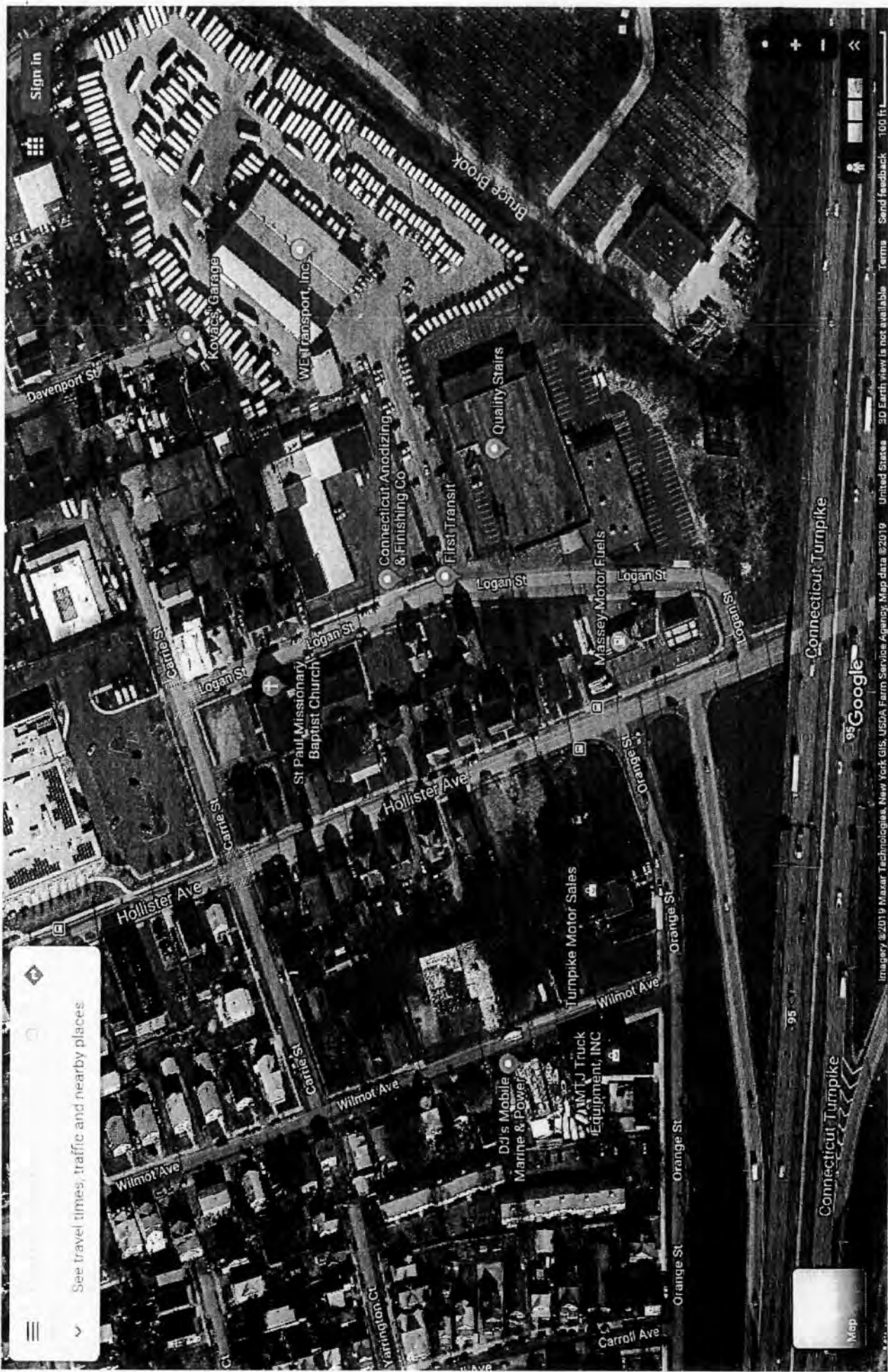
Third: In June of 1970 called to served St. Paul Missionary Baptist Church in Bridgeport, Ct. He served this church for 48 years. He led this congregation to raise more than \$50,000.00 to purchase land in the East End. He was instrumental in leading the congregation to raise another \$40,000.00 to erect the current Edifice. After that, he led the congregation to build a 32' x 50' addition to the original structure to facilitate a Day care Center.

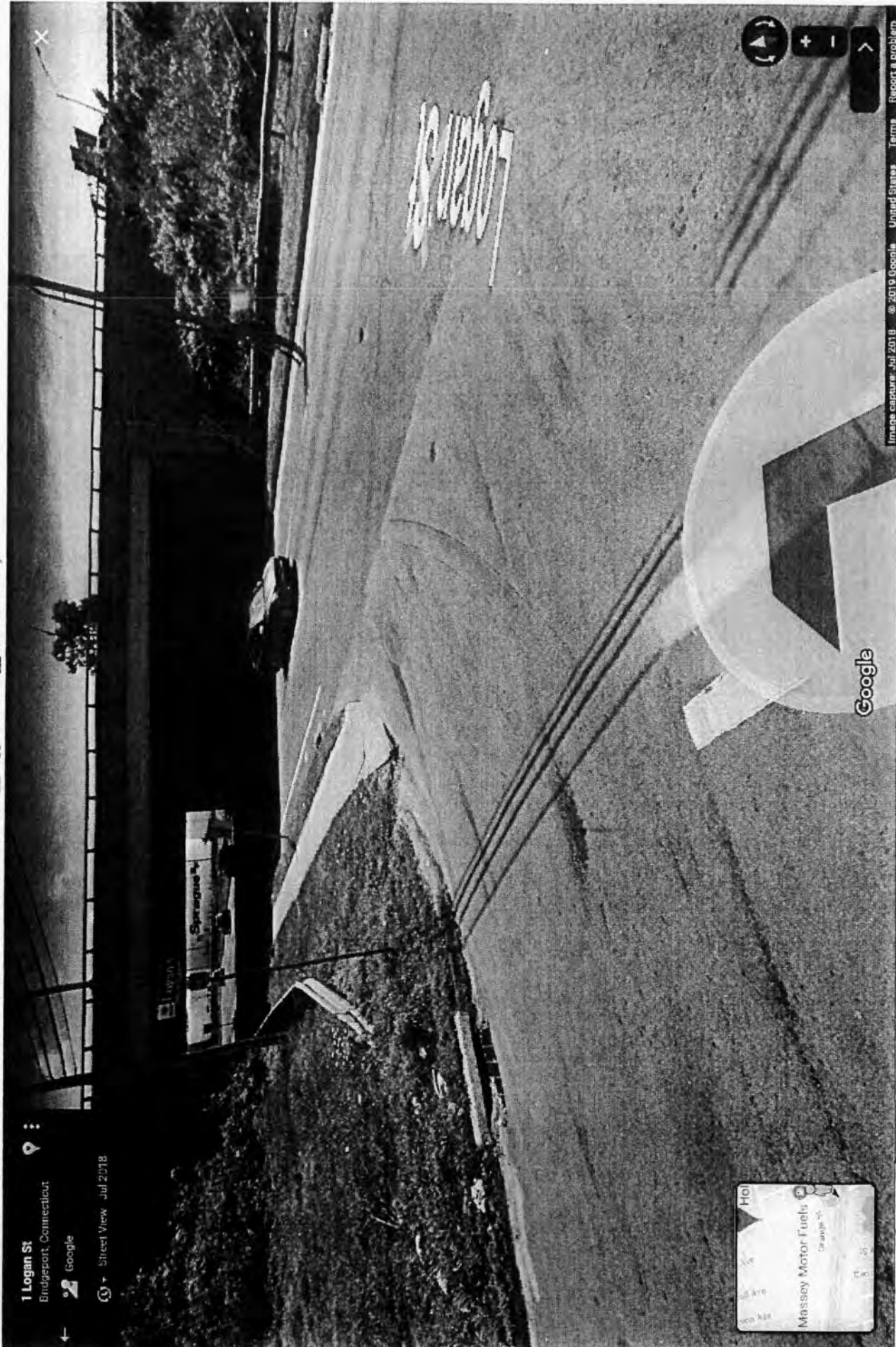
Fourth: Dr. Stack has served the larger community. Under former mayor Thomas Bucci, he served as a commissioner on the Bridgeport Housing Site Develement Agency and its Homesteading Program for four years. While serving this agency, he chaired the agency to build the Roberto Clamente project. Then, he was asked to served as a commissioner for the former Bridgeport Housing Authority. He served this agency for more than 25 years. He served on the Johnson Creek Committee for Bridgeport to detrermine housing development within in the Deat End.

Fifth: He served for 4 years on the board of the former Lafayette Bank.

six: In the spring of 2009, Dr. Stack became a member of the Board of South West Health Community Center where he continues to serve and committed to the ideas of Affordable housing and good Health Care for the people in need.







1 Logan St  
Bridgeport, Connecticut

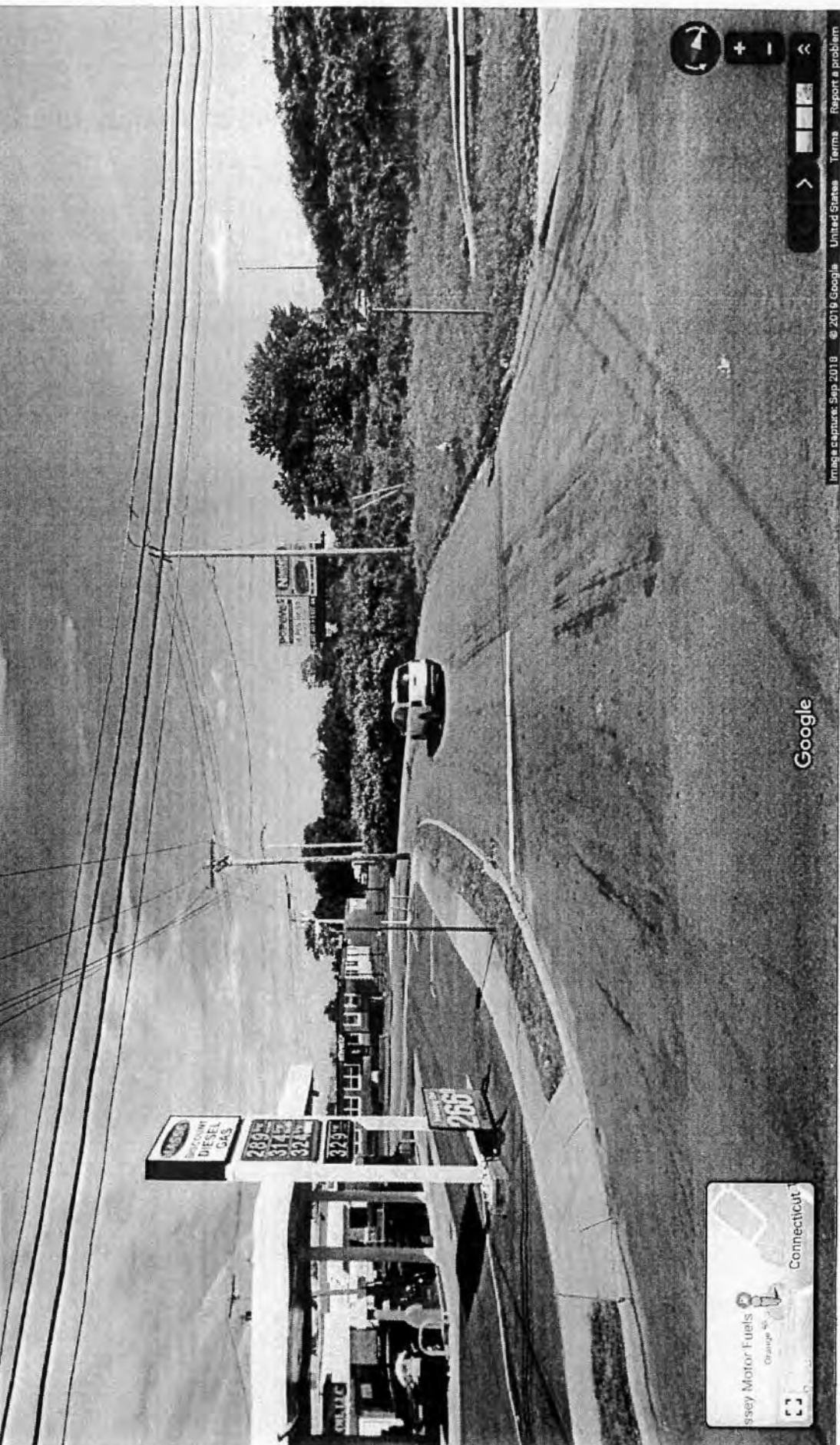
Street View Jul 2018

Hot  
Live  
Massey Motor Fuels  
Orange

Google

Navigation controls: compass, zoom in (+), zoom out (-), and a home button.

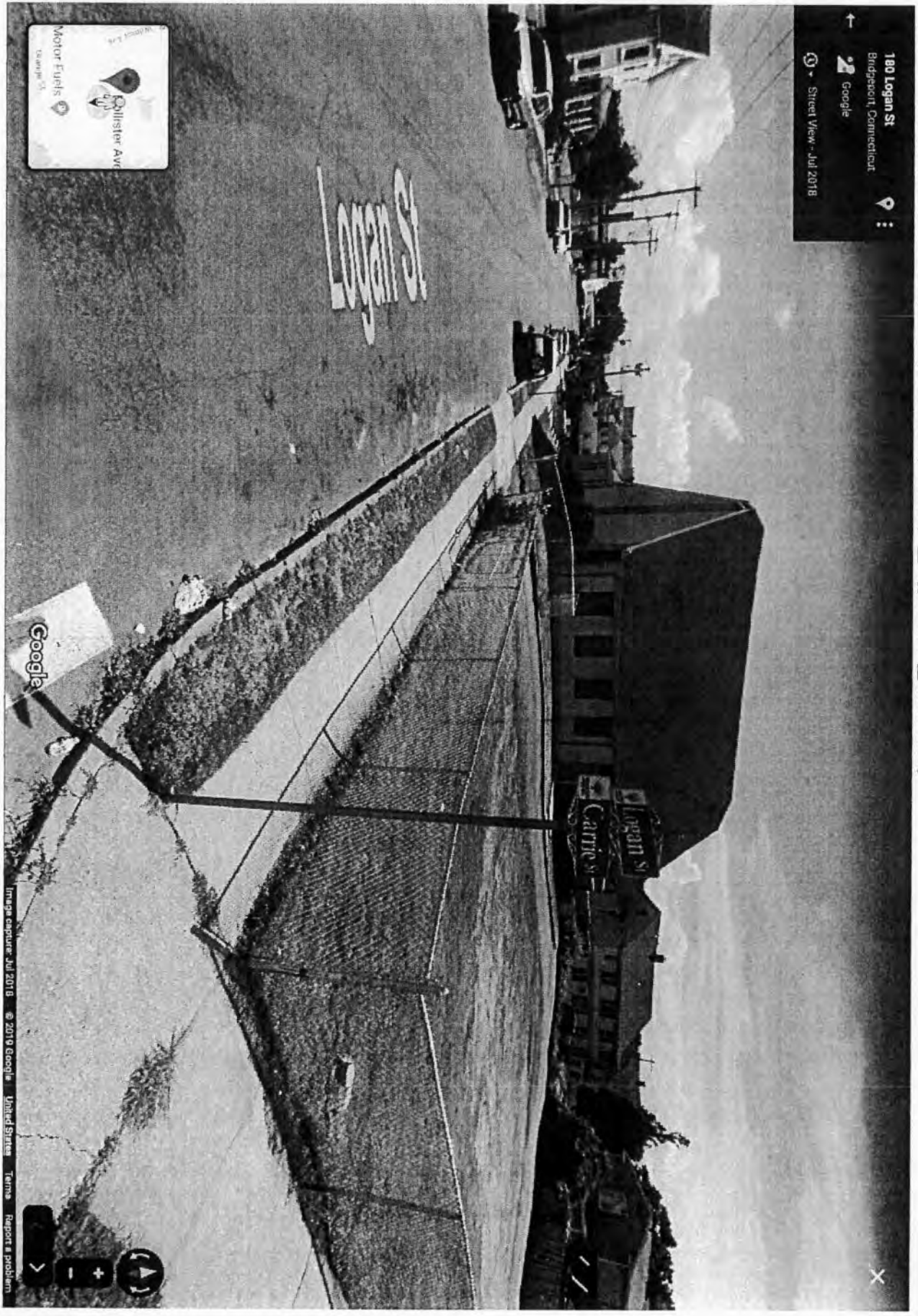
11 Hollister Ave  
 Bridgeport, Connecticut  
 Google  
 Street View - Sep 2018



Essee Motor Fuels  
 Change %  
 Connecticut

180 Logan St  
Bridgewater, Connecticut

Street View - Jul 2018



Google

70 Carrie St  
Bridgeport, Connecticut

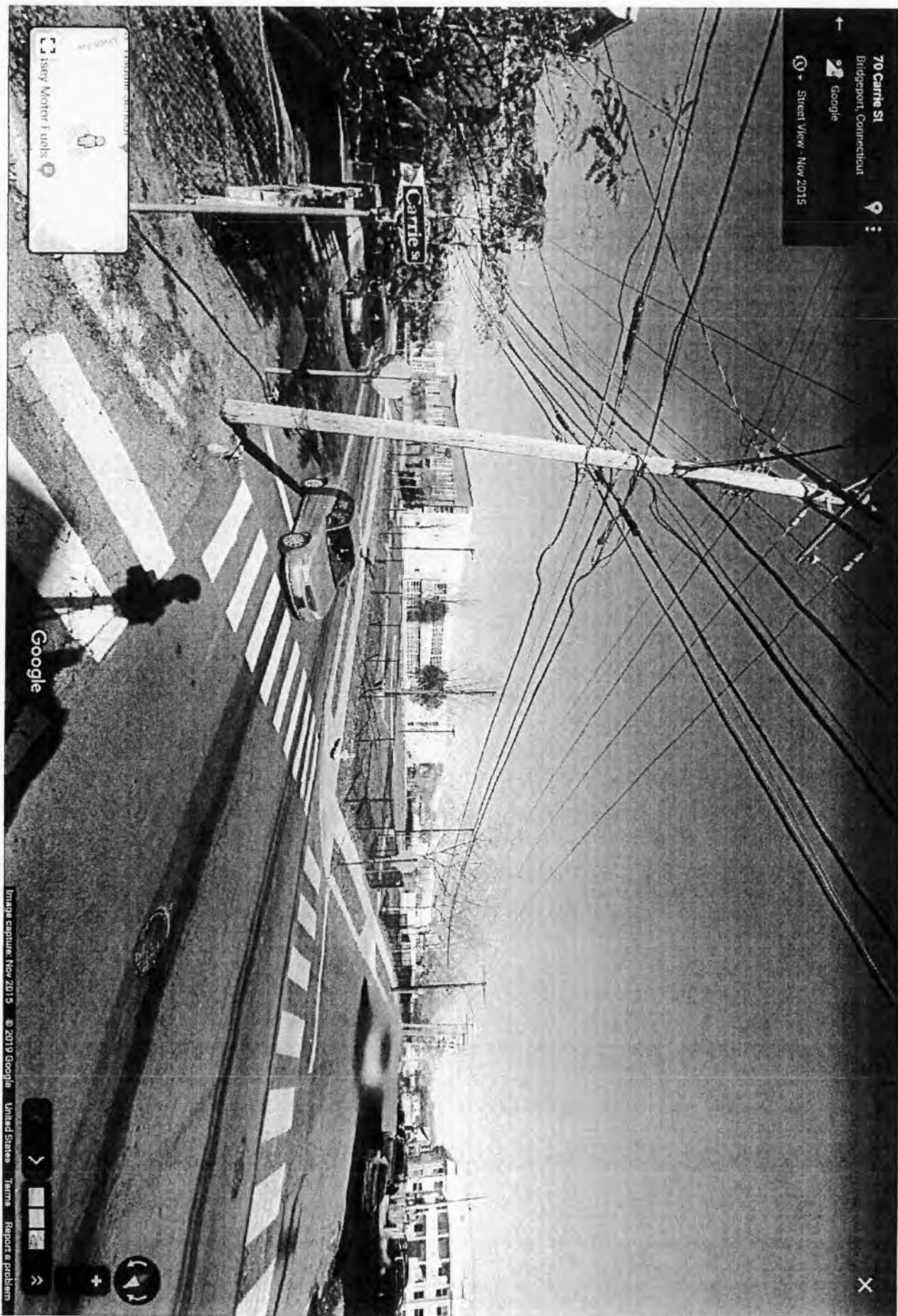
Google

Street View - Nov 2015

https://www.google.com/maps/@41.1772295,-72.1603717,24.9

Search

Search

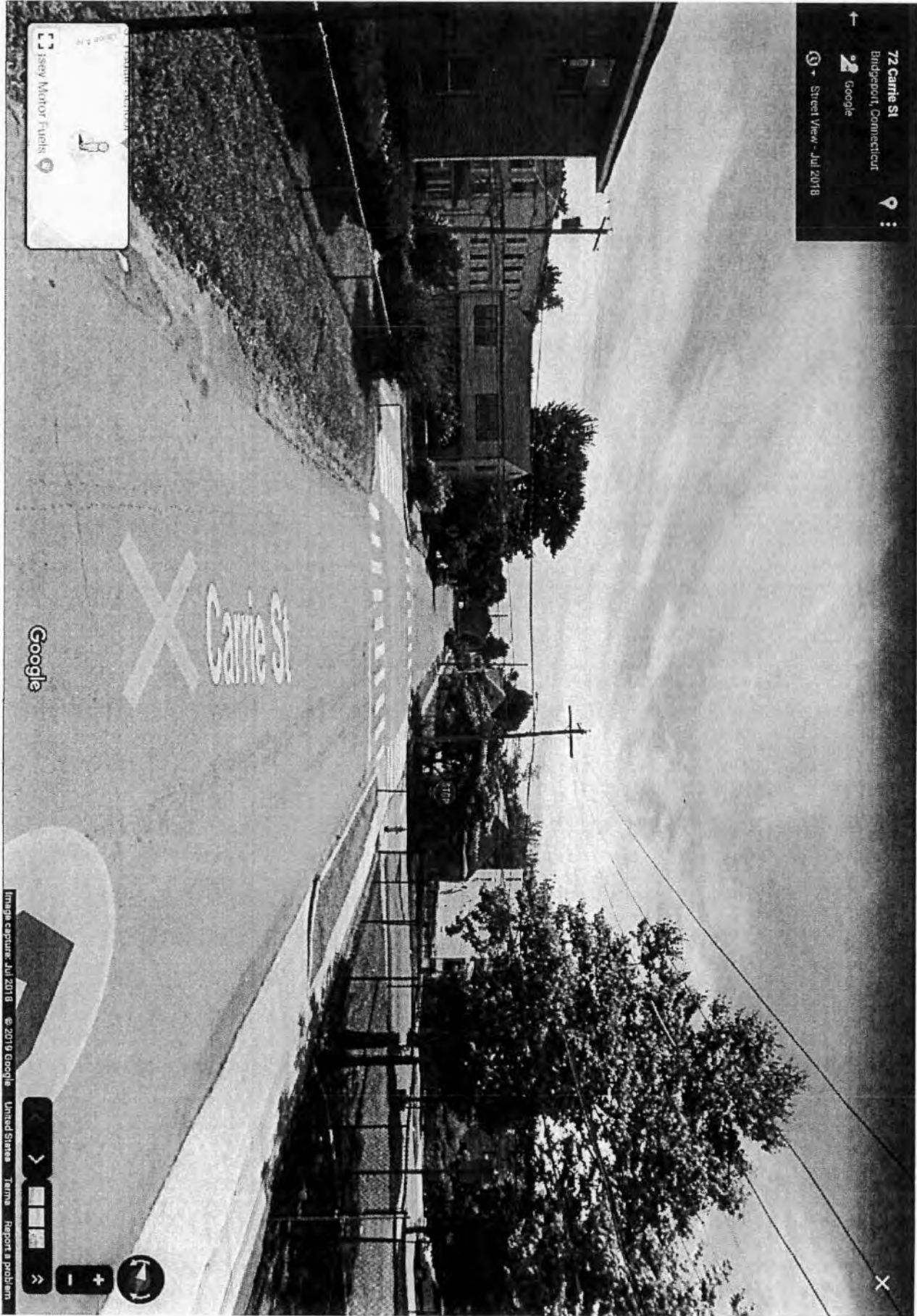


Issey Motor Fuels

72 Carrie St  
Bridgeport, Connecticut

Google

Street View - Jul 2018



Map controls: Street View pegman icon, 'Jasey Motor Fuels' location marker, 'Street View' label.

Google