

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, OCTOBER 5, 2020

7:00 p.m.

This meeting will be conducted by teleconference.

The public may listen into this meeting by calling the following conference line and then entering the conference code:

**Dial-In Number: (929) 436-2866
Meeting ID: 381 083 245**

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 176-19** Communication from City Attorney re: Proposed Lease Agreement with Marlin Business Services Corp. regarding Office Equipment for the City Attorney's Office, referred to Contracts Committee.

(Special Note: All items listed on the agenda can be found on the City Clerk's website within 24 hours of meeting: City Council Agendas/Minutes; City Council; 2019-2020; Full/Minutes/Size; 2020-10-05 pdf)

AGENDA

CITY COUNCIL MEETING

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7:00 p.m.

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The public may listen into this meeting by calling the following conference line and then entering the conference code:

Dial-In Number: (929) 436-2866

Meeting ID: 381 083 245

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: September 8, 2020

ITEMS FOR IMMEDIATE CONSIDERATION:

- 173-19** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Public Health – Epidemiology and Laboratory Capacity (ELC) Cooperative Agreement (#20474), **FOR IMMEDIATE CONSIDERATION.**
- 174-19** Communication from Central Grants re: Grant Submission: Center for TECH and Civic Life (CTCL) – COVID-19 Response Grant, **FOR IMMEDIATE CONSIDERATION.**
- 175-19** Communication from Central Grants re: Grant Submission: State of Connecticut Office of Early Childhood – School Readiness Grant Program, **FOR IMMEDIATE CONSIDERATION.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 168-19** Communication from City Attorney re: Settlement of Municipal Prohibited Practice Matter Pending before the State Labor Board MPP 33,523 relating to a Tentative Agreement between Bridgeport Firefighters Local 834 and City of Bridgeport concerning Firefighters working beyond the Age of 65, referred to Contracts Committee.
- 170-19** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Public Health Per Capita Funding Allocation (#21220), referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 171-19** Communication from Central Grants re: Grant Submission: Subrecipient Agreement between the City of Bridgeport and Ledge Light Health District regarding the State of Connecticut Department of Public Health – Public Health Emergency Preparedness (PHEP) (#21221) and Medical Reserve Corp (MRC) (#21282) Grants, referred to Economic and Community Development and Environment Committee.
- 172-19** Communication from Central Grants re: Grant Submission: Department of Housing and Urban Development (HUD) – Lead Based Paint Hazard Reduction (LHR) Grant Program (#21372), referred to Economic and Community Development and Environment Committee.

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

- 169-19** Resolution presented by Council Member Herron re: Proposed resolution regarding a Police Chief Search Committee Transparency Bill, referred to Public Safety and Transportation Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *151-19** Miscellaneous Matters Committee Report re: Appointment of Denis Habza (R) to the Harbor Commission.
- *153-19** Miscellaneous Matters Committee Report re: Appointment of Nichola Hall (D) to the Food Policy Council.

(Special Note: All items listed on the agenda can be found on the City Clerk's website within 24 hours of meeting: City Council Agendas/Minutes; City Council; 2019-2020; Full/Minutes/Size; 2020-10-05 pdf)

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, OCTOBER 5, 2020

7:00 P.M.

This meeting was conducted by Zoom/Teleconference.

The public was able to listen to this meeting by calling a conference line.

CALL TO ORDER

Mayor Ganim called the meeting to order at 7:02 p.m.

PRAYER

Mayor Ganim asked Council Member Brantley to lead those present in prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim asked Assistant City Clerk Frances Ortiz to lead those present in reciting the Pledge.

ROLL CALL

The Assistant City Clerk called the roll.

- 130th District: Scott Burns, Matthew McCarthy
- 131st District: Denese Taylor-Moye, Jorge Cruz
- 132nd District: Marcus Brown, M. Evette Brantley
- 133rd District: Michael DeFilippo, Jeanette Herron
- 134th District: Michelle Lyons
- 135th District: Rosalina Roman-Christy, Mary McBride-Lee
- 136th District: Avelino Silva, Alfredo Castillo
- 137th District: Maria Valle, Aidee Nieves
- 138th District: Maria Pereira
- 139th District: Ernest Newton, Eneida Martinez

A quorum was present.

Council President Nieves said Council Member Vizzo-Paniccia was absent due to a death in the family.

Council Member Martinez asked for a point of personal privilege. Once acknowledged by the Mayor, Council Member Martinez read the following statement into the record:

City of Bridgeport
City Council
Regular Meeting
October 5, 2020

RECEIVED
CITY CLERKS OFFICE
20 OCT 14 AM 10:29
ATTEST
CITY CLERK _____

Due to the nature of a pending investigation through the Bridgeport Police Department, where an unfortunate tragedy happened where this writer knows herself to be innocent this writer will temporarily refrain herself from participating in chairing or sitting in any committee meetings to allow ample time for the Bridgeport Police Department to conduct their investigation. Once the investigation is completed this writer will resume her duties as assigned.

- 1) Board of Police Commissions (Liaison)
- 2) Bridgeport Housing Authority (Liaison)

- 1) Co-Chair of Ordinance
- 2) Committee member to Public Safety and Transportation.

This decision is based on transparency to assure that all are comfortable during this investigation process into such tragedy.

Thank you,
Councilwoman
Eneida Martinez
139th District

MINUTES FOR APPROVAL:

• September 8, 2020

- ** COUNCIL MEMBER HERRON MOVED THE MINUTES OF SEPTEMBER 8, 2020.**
- ** COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Pereira said that there were a number of significant errors in the minutes. She sent her proposed edits to the Council Members. She submitted the following corrections to the City Clerk:

Roll Call: Matthew McCarthy was initially on the call but departed as he was out-of-state. (Listed as absent)

Denese Taylor-Moye arrived at 7:11 PM

Mary-Evette Brantley arrived at 7:12 PM

Marcy McBride Lee- arrived at 7:23 PM (Zoning Meeting)

Rosalina Roman-Christy – arrived at 7:23 PM (Zoning Meeting)

Alfredo Castillo- arrived at 7:10 PM (Listed as absent)

Avelino Silva arrived at 7:27 (Listed as Absent)

Page 2 – Motion to Table the Minutes of June 18th Public Hearing does not identify the

individuals that made and seconded the motion. Matthew McCarthy was on the call for this vote but not listed as voting. Denese Taylor-Moye & Evette Brantley were not yet on the call but are identified as voting.

Page 2 – Motion to approve the July 28, 2020 Special Meeting does not identify who made and seconded the motion.

Page 7- Motion on 144-19 does not identify McCarthy as casting a vote although he voted on the following motion; therefore he was present for 144-19

Page 7- Councilwoman Maria Pereira was recognized by the Chair and was reading the following prepared statement into the record: **“Mr. Chair, I will be requesting a roll call vote on this matter. Just since 2013, the following issues regarding being a “bona-fide” resident of a district/and or Bridgeport have arisen.”**

- 1) State Representative Christina Ayala was arrested and prosecuted for representing and voting in a municipal and state district she did not reside in. She pleaded guilty to a felony and received one year suspended.**
- 2) Senator Andres Ayala was being investigated by the SEEC for registering to vote at 9 different addresses in ten years and whether he resided in the 23rd Senate District. Governor Malloy suddenly moved him into the position of Director of DMV prior to his taking his oath of office for his second senate term**
- 3) Civil Service Chair Eleanor Guedes was found to have registered to vote in a suburban town while serving on the Civil Service Commission**
- 4) 136th City Councilman Richard DeJesus was investigated by the SEEC for voting and representing the 136th District while residing in the 138th District. He resigned his seat on the City Council**
- 5) Board of Education Member Jessica Martinez is currently being investigated for serving on the 137th District Town Committee and voting in the 137th District while residing in the 136th District**
- 6) Mayor Ganim has utilized 5 different addresses from August 2015 –November 2019**
- 7) The SEEC just issued a finding that Board of Education member Chris Taylor was not residing in Bridgeport from at least December 2016-October 2019 which means he ran for office in Bridgeport illegally and is serving on the school board illegally and...”**

Councilman Ernest Newton and Councilwoman Eneida Martinez interrupted Councilwoman Pereira as did the Chair directing Councilwoman Pereira submit her statement to the City Clerk for the record.

Page 7- The motion to deny 36-19- Resolution concerning Municipal Code of Ordinance Section 2.02.080- Residency Reporting of all municipal Elected Officials, Boards and Commissions

identifies City Council President Aidee Nieves as voting against the denial. She voted in favor. Castillo is not identified as voting which is incorrect.

Page 9 – The motion to approve 140-19 & 141-19 does not identify Castillo as voting which is incorrect.

Page 10- First paragraph should read, "Councilwoman Pereira stated all Zoning is required to do is to scan the two page application, not drawings/plans, to the respective city council members within three business days of receipt." This will give City Council members plenty of notice of prospective businesses or projects being proposed in their district so that they can have time to organize in opposition or in favor."

Page 10- Alfredo Castillo is not identified as voting which is incorrect.

Page 10 – Second paragraph, second sentence should read, "**Councilwoman Pereira stated that if there were excess bond funds due to a project being abandoned, another revenue source was located, or there were unspent funds at the completion of a project; the City Council must be notified within 30 days so that the City Council can either utilize those funds to pay down bonded debt or reallocate the funds to another Capital project....**"

Pages 12- Please add, "Councilwoman Pereira repeatedly objected that the Chair was recognizing other City Councilmembers although it was her resolution and stated, "**Per Robert's Rules of Order, the individual(s) who introduce the resolution speak on the resolution first.**"

Council Member Brantley said that she would like to have the corrections read into the record. Discussion followed. The Council Members subsequently decided to table the minutes at that time.

**** COUNCIL PRESIDENT NIEVES MOVED TO TABLE MINUTES OF SEPTEMBER 8, 2020.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION TO TABLE THE MINUTES OF SEPTEMBER 8, 2020 PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER BRANTLEY MOVED TO TABLE THE MINUTES OF JULY 28, 2020 MEETING.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION TO TABLE THE MINUTES OF THE JULY 28, 2020 MEETING PASSED UNANIMOUSLY.**

ITEMS FOR IMMEDIATE CONSIDERATION:

173-19 Communication from Central Grants re: Grant Submission: State of Connecticut Department of Public Health – Epidemiology and Laboratory Capacity (ELC) Cooperative Agreement (#20474), FOR IMMEDIATE CONSIDERATION.

**** COUNCIL MEMBER BRANTLEY MOVED FOR IMMEDIATE CONSIDERATION AGENDA ITEM 173-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH – EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) COOPERATIVE AGREEMENT (#20474).**

**** COUNCIL MEMBER HERRON SECONDED.**

Ms. DeJesus said that this was a three year grant to support public health regarding COVID-19 totaling just over \$1.2 million dollars over that time period.

Council Member Burns asked how the hiring would be handled. He also pointed out that the grant had been scheduled to start in May. Ms. DeJesus explained they were not losing out on any funding. Ms. Morrissey said that the employees would be subcontractors and gave a brief overview of the job package.

Council Member Pereira asked if they would be hiring an outside company or individuals. Ms. Morrissey said that they would be hiring individuals and gave the details.

Council Member Pereira indicated that on page three of all three grant descriptions indicated that the contracts would not go through the Contracts Committee. Ms. Morrissey said that the subcontracts would not go to the Contracts Committee but they would be reviewed by the Legal Department, go through the bidding process and possibly be reviewed by the Board of Public Purchases.

Council Member Pereira said that the Contracts Committee chairs can call a Special Meeting.

Council Member Newton asked if the employees would be working with the schools also. Ms. Morrissey said that the employees would be working with the entire community.

Council Member DeFilippo said he hoped they would be hiring Bridgeport residents rather than Danbury residents.

Council Member Valle encouraged them to consider hiring bi-lingual workers and not limit the languages to English and Spanish because there are many other different languages spoken in the City.

Council Member Castillo asked why that the Council was being asked to pass this since the Council has no input. Mayor Ganim said that he believed that the Council needs to accept the grant.

Atty. Anastasi said that the Council was being asked to do two things: the first was to approve the grant application process and secondly, delegate authority to various city officials to enter into contracts or agreements to implement the program.

Council Member Herron said that she agreed with her colleagues about having the subcontracts reviewed by the Contracts Committee. She said that an emergency meeting can be held if

needed. She wanted to see local R.N.s hired. Council Member Herron said it would have been nice to discuss this matter in Committee.

Council Member Cruz noted that the number of COVID cases was increasing in CT. This is urgent and there are no City funds involved.

**** THE MOTION TO APPROVE AGENDA ITEM 173-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH – EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) COOPERATIVE AGREEMENT (#20474) PASSED WITH SIXTEEN IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, MARTINEZ AND NEWTON) AND TWO (2) OPPOSED (PEREIRA AND DEFILIPPO).**

174-19 Communication from Central Grants re: Grant Submission: Center for TECH and Civic Life (CTCL) – COVID-19 Response Grant, FOR IMMEDIATE CONSIDERATION.

**** COUNCIL MEMBER BRANTLEY MOVED FOR IMMEDIATE CONSIDERATION OF AGENDA ITEM 174-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CENTER FOR TECH AND CIVIC LIFE (CTCL) – COVID-19 RESPONSE GRANT.**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira said that there was funding for ballots drop boxes. She said that she would like 22 polling boxes placed because many people are afraid to mail their votes. There is a desperate need for drop boxes. She asked about Early Voting information and a section about cleaning facilities.

Ms. DeJesus said that the Early Voting and the section for cleaning the locations were simply items that were allowable. They will not be doing ballot drop boxes.

A discussion about additional drop boxes and concerns about absentee voting followed.

Council Member Burns asked who would be overseeing how the funds were spent. He was told that a combination of the Registrar of Voters and Ms. DeJesus would be overseeing the expenses.

Council Member Newton asked Ms. DeJesus to make sure the Town Clerk's Office and the Registrars of Voters were aware of the concerns.

Council Member Pereira asked why the Registrars of Voters would need more staff. Ms. DeJesus said that they were expecting an influx of voters for the election. The State has included a small amount of funding for that.

Council Member Brantley pointed out that the Presidential elections have a higher turnout and people are concerned about using mail in ballots.

Council Member Newton said that they will have to put extra protection for the poll workers at the sites.

Council Member Roman-Christy said that there will be a heavy burden on the Registrar's Office. At the last election, they were there until 3 a.m. in the morning.

**** THE MOTION TO APPROVE AGENDA ITEM 174-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CENTER FOR TECH AND CIVIC LIFE (CTCL) – COVID-19 RESPONSE GRANT PASSED UNANIMOUSLY.**

175-19 Communication from Central Grants re: Grant Submission: State of Connecticut Office of Early Childhood – School Readiness Grant Program, FOR IMMEDIATE CONSIDERATION.

**** COUNCIL MEMBER HERRON MOVED FOR IMMEDIATE CONSIDERATION OF AGENDA ITEM 175-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF EARLY CHILDHOOD – SCHOOL READINESS GRANT PROGRAM.**

**** COUNCIL MEMBER CRUZ SECONDED.**

Ms. DeJesus said that this was a BOE grant, but the grant requires the Mayor's signature. It involves filling Early Childhood day care spots and the City has received this grant for over 20 years.

Council Member Pereira said that it was an \$11 million dollar grant and the resolution states the Mayor, his designee can execute contract. She said that the Mayor could not sign any document for the BOE. Ms. Helmrich explained that this was a joint grant for both the City and the BOE. The City agreed to be a fiduciary for the grant. Ms. Helmrich reviewed the details of the grant and the various entities involved in decision making. Discussion followed.

Council Member Pereira said that since the other entities were not named in the contract, and therefore she could not support it.

Council Member Newton asked about the in-kind contributions. Ms. Helmrich said that the larger cities were allocated up to \$75,000 in administrative costs but could receive up to \$100,000 if they have matching funds. Discussion followed about the details.

Council Member McBride-Lee asked if the funding could be used for other things in the classroom. Ms. Helmrich said that the classrooms could use it for administrators, paraprofessionals, or teachers. Each program, community and BOE will decide how to spend the money.

Council Member McBride-Lee said now that teachers are teaching two classes, they need assistance in the classrooms. She wished to know who would decide how the money is spent. Ms. Helmrich reviewed the details with the Council Members.

Council Member Brantley asked for a copy of the list. Ms. DeJesus said that she would send that out to the Council Members.

**** THE MOTION TO APPROVE AGENDA ITEM 175-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF EARLY CHILDHOOD – SCHOOL READINESS GRANT PROGRAM PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

Mayor Ganim said that he would like to have these items be referred to Committee Meetings. Council Member McBride-Lee said that if the items go to Committee then there will not be debates on the floor.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

168-19 Communication from City Attorney re: Settlement of Municipal Prohibited Practice Matter Pending before the State Labor Board MPP 33,523 relating to a Tentative Agreement between Bridgeport Firefighters Local 834 and City of Bridgeport concerning Firefighters working beyond the Age of 65, referred to Contracts Committee.

170-19 Communication from Central Grants re: Grant Submission: State of Connecticut Department of Public Health Per Capita Funding Allocation (#21220), referred to Economic and Community Development and Environment Committee.

171-19 Communication from Central Grants re: Grant Submission: Subrecipient Agreement between the City of Bridgeport and Ledge Light Health District regarding the State of Connecticut Department of Public Health – Public Health Emergency Preparedness (PHEP) (#21221) and Medical Reserve Corp (MRC) (#21282) Grants, referred to Economic and Community Development and Environment Committee.

172-19 Communication from Central Grants re: Grant Submission: Department of Housing and Urban Development (HUD) – Lead Based Paint Hazard Reduction (LHR) Grant Program (#21372), referred to Economic and Community Development and Environment Committee.

176-19 Communication from City Attorney re: Proposed Lease Agreement with Marlin Business Services Corp. regarding Office Equipment for the City Attorney’s Office, referred to Contracts Committee.

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

169-19 Resolution presented by Council Member Herron re: Proposed resolution regarding a Police Chief Search Committee Transparency Bill, referred to Public Safety and Transportation Committee.

**** COUNCIL MEMBER BRANTLEY MOVED TO COMBINE AND REFER THE FOLLOWING ITEMS:**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

168-19 COMMUNICATION FROM CITY ATTORNEY RE: SETTLEMENT OF MUNICIPAL PROHIBITED PRACTICE MATTER PENDING BEFORE THE STATE LABOR BOARD MPP 33,523 RELATING TO A TENTATIVE AGREEMENT BETWEEN BRIDGEPORT FIREFIGHTERS LOCAL 834 AND CITY OF BRIDGEPORT CONCERNING FIREFIGHTERS WORKING BEYOND THE AGE OF 65, REFERRED TO CONTRACTS COMMITTEE.

170-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH PER CAPITA FUNDING ALLOCATION (#21220), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

171-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF BRIDGEPORT AND LEDGE LIGHT HEALTH DISTRICT REGARDING THE STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH – PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) (#21221) AND MEDICAL RESERVE CORP (MRC) (#21282) GRANTS, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

172-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) – LEAD BASED PAINT HAZARD REDUCTION (LHR) GRANT PROGRAM (#21372), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

176-19 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED LEASE AGREEMENT WITH MARLIN BUSINESS SERVICES CORP. REGARDING OFFICE EQUIPMENT FOR THE CITY ATTORNEY’S OFFICE, REFERRED TO CONTRACTS COMMITTEE.

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

169-19 RESOLUTION PRESENTED BY COUNCIL MEMBER HERRON RE: PROPOSED RESOLUTION REGARDING A POLICE CHIEF SEARCH COMMITTEE TRANSPARENCY BILL, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION TO COMBINE AND REFER THE COMMUNICATIONS TO BE REFERRED TO COMMITTEES AND THE RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC. PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***151-19 Miscellaneous Matters Committee Report re: Appointment of Denis Habza (R) to the Harbor Commission.**

***153-19 Miscellaneous Matters Committee Report re: Appointment of Nichola Hall (D) to the Food Policy Council.**

Mayor Ganim asked if there was any Council Member who would like to remove an item from the Consent Calendar. There was no response.

Assistant City Clerk Ortiz read the items into the record.

**** COUNCIL MEMBER PEREIRA MOVED TO APPROVE THE FOLLOWING ITEMS AS THE CONSENT CALENDAR:**

***151-19 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF DENIS HABZA (R) TO THE HARBOR COMMISSION.**

***153-19 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF NICHOLA HALL (D) TO THE FOOD POLICY COUNCIL.**

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council President Nieves said that she had something to add to the agenda. She acknowledged Council Member Martinez's earlier statement and said that Council Member Martinez had discussed this action with her previously. This is being done for transparency.

**** COUNCIL PRESIDENT NIEVES MOVED TO SUSPEND THE RULES ADD COMMITTEE RE-ASSIGNMENT FOR THE PURPOSE OF TRANSPARENCY.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

**** THE MOTION TO SUSPEND THE RULES ADD COMMITTEE RE-ASSIGNMENT PASSED UNANIMOUSLY.**

Council President Nieves announced the following Committee re-assignments:

- **Ordinances:**

Brown, Roman-Christy, Valle, Lyons, Newton, Silva, Brantley

- **Public Safety:**

**Valle, Taylor-Moye, Herron, Lyons, Silva, McBride-Lee,
Vizzo-Paniccia**

- **Majority Leader - Jeanette Herron**

- **Deputy Majority Leader- Mary-Evette Brantley**

- **Housing Liaison - only removed Eneida Martinez**

- **Police Liaison- Mathew McCarthy & Maria Valle**

**** COUNCIL PRESIDENT NIEVES MOVED THE COMMITTEE REASSIGNMENTS AS PRESENTED.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Martinez said that she had not requested to be removed as Majority Leader and there was no voting involved with that position.

Council President Nieves explained that at this time, she felt that it would be prudent to do this as part of the leadership. It is not a normal circumstance and she believed it was in the best interest of the Council to do this.

Council Member McBride-Lee said that Council Member Martinez was putting the Council and the City before herself.

Council Member Herron said that it takes courage to make the statement Council Member Martinez made. As soon as things are settled, Council Member Martinez can have her position back.

Council Member Newton said that he was disappointed that so many of his colleagues were calling for her resignation. He hoped that the Council would not get caught up in emotions. It is important not to jump to conclusions or call for people's resignations. He said that he looked forward to Council Member Martinez returning to the Council.

Council Member Pereira said that she disagreed with the Council Members' positions regarding loyalty to one another, because they should be loyal to the residents and the City, not to one another.

Council Member Cruz said that the event was tragic and he was praying for her and the families involved.

Council Member Taylor-Moye said that she agreed with Council Member Newton. It is not the Council Members' place to ask for any other Members' resignation. Let Council Member Martinez do what she needs to do.

**** THE MOTION TO APPROVE THE COMMITTEE REASSIGNMENTS AS PRESENTED PASSED UNANIMOUSLY.**

ADJOURNMENT

**** COUNCIL MEMBER BRANTLEY MOVED TO ADJOURN.**

**** COUNCIL MEMBER CRUZ SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:04 p.m.

Respectfully submitted,

Telesco Secretarial Services



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: 173-19
Submitting Department / Contact Name: Central Grants Office
Isolina DeJesus, Director
Subject: Grant Submission: re: State of Connecticut Department of Public Health –
Epidemiology and Laboratory Capacity (ELC) Cooperative Agreement
(#20474)
Referred to Committee: Immediate Consideration
City Council Date: October 5, 2020

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Ganim
Joseph P. Ganim, Mayor

Date

10/9/2020

ATTEST
CITY CLERK

RECEIVED
CITY CLERKS OFFICE
20 OCT 21 13 46 AM '20
AM 9:59

Comm.# 173-19 Referred for IMMEDIATE CONSIDERATION on 10/5/2020.

September 25, 2020

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

**Re: Resolution – State of Connecticut Department of Public Health – Epidemiology
and Laboratory Capacity (ELC) Cooperative Agreement (#20474)**

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Public Health – Epidemiology and Laboratory Capacity (ELC) Cooperative Agreement**. Execution of the agreement must occur immediately to implement the program in response to the current public health crisis. We respectfully request that this be added as an item to the City Council's meeting agenda on Monday, October 5, 2020 for **IMMEDIATE CONSIDERATION** to immediately execute the grant award upon receipt.

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

Thank you,

Isolina DeJesus
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Public Health – Epidemiology and Laboratory Capacity (ELC) Cooperative Agreement (#20474)

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 Department of Health and Social Services is seeking funding made available by the CDC to the State Department of Public Health. CDC has set aside \$20 million to support local public health efforts. The allocations are based on per-capita and poverty levels for each jurisdiction.

This funding is intended to enhance local efforts supporting COVID-19 testing activities, surveillance, and prevention of further COVID-19 transmission. This is a 3-year grant (year 3 is 6 months). The grant budget below is reflective of Year 1, subsequent budgets will be developed after the previous year has ended. Unused funds from the previous year may be carried over.

CONTRACT PERIOD: 5/19/2020 – 11/17/2022 (3-year grant)

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 1,275,606 (Year 1: \$510,243, Year 2: \$510,243, Year 3: \$255,121)
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED YEAR 1	
Salaries/Benefits:	\$ 0
Office Supplies:	\$ 419
Contractual:	\$ 380,243 (4 RN's, 1 Epidemiologist, 9 Contact Tracers, 2 Health Educators)
Medical Supplies:	\$ 73,125
Technology:	\$ 18,456 (cell phones, cell service, computers)
Communications:	\$ 38,000 (printing, signage, and advertising)

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Department of Public Health
Epidemiology and Laboratory Capacity (ELC) Cooperative Agreement (#20474)**

WHEREAS, the Center of Disease Control (CDC) has set aside \$20 million to support local public health efforts in response to COVID-19 in Connecticut; and

WHEREAS, this funding has been made possible through the **State of Connecticut Department of Public Health Epidemiology and Laboratory Capacity Cooperative Agreement**; and

WHEREAS, the **State of Connecticut Department of Public Health** is authorized to extend financial assistance to municipalities; and

WHEREAS, funds under this agreement are allocated based on per-capita and poverty levels for each jurisdiction. The amount allocated to the City of Bridgeport is \$1,275,606 for a 30-month performance period; and

WHEREAS, the intended use of funds is to enhance local efforts supporting COVID-19 testing activities, surveillance, and prevention of further COVID-19 transmission; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Public Health** to support necessary expenses for the enhanced detection, response, surveillance and prevention of COVID19.

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

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

Williams, Althea

From: Showah, Ava
Sent: Wednesday, September 30, 2020 4:18 PM
To: Ortiz, Frances
Cc: DeJesus, Isolina; Nieves, Aidee; Williams, Althea
Subject: 10/5/2020 - City Council Agenda Items
Attachments: 21220 -Resolution Package - Per Capita - FINAL.docx; 21221-21282 - Resolution Package - PHEP-MRC - FINAL.docx; 21372 - Resolution Package - HUD - Final.docx; 20474 - Resolution Package - ELC - Final.docx; 21217 - CTCL - Resolution Package- FINAL.docx; Resolution Package - School Readiness 2020 - Final.docx

Good afternoon Frances,

Attached please find resolution packages to be place on the City Council Agenda on Monday, October 5, 2020.

Immediate Consideration

- State of Connecticut Department of Public Health – Epidemiology and Laboratory Capacity (ELC) Cooperative Agreement (#20474)
- Center for TECH and Civic Life (CTCL) – COVID-19 Response Grant (#21217)
- State of Connecticut Office of Early Childhood - School Readiness Grant Program

Regular Council Schedule

- State of Connecticut Department of Public Health Per Capita Funding Allocation (#21220)
- Subrecipient Agreement between the City of Bridgeport and Ledge Light Health District regarding the State of Connecticut Department of Public Health- Public Health Emergency Preparedness (PHEP) (#21221) and Medical Reserve Corp (MRC) (#21282) Grants
- Department of Housing and Urban Development (HUD) - Lead-Based Paint Hazard Reduction (LHR) Grant Program (#21372)

Thank you,

Ava Showah
Administrative Assistant
Office of Central Grants
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: 174-19
Submitting Department / Contact Name: Central Grants Office
Isolina DeJesus, Director
Subject: Grant Submission: re: Center for TECH and Civic Life (CTCL) – COVID-19 Response Grant.
Referred to Committee: Immediate Consideration
City Council Date: October 5, 2020

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Ganim
Joseph P. Ganim, Mayor

Date

10/9/2020

ATTEST
CITY CLERK

RECEIVED
CITY CLERKS OFFICE
20 OCT 2020 9:59 AM
13th

Comm.# 174-19 Referred for IMMEDIATE CONSIDERATION on 10/5/2020.

September 28, 2020

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

Re: Resolution – Center for TECH and Civic Life (CTCL) – COVID-19 Response Grant

Attached, please find a Grant Summary and Resolution for the **Center for TECH and Civic Life (CTCL) – COVID-19 Response Grant**. Execution of the agreement must occur immediately to implement the program due to the upcoming election. We respectfully request that this be added as an item to the City Council's meeting agenda on Monday, October 5, 2020 for **IMMEDIATE CONSIDERATION** in order to immediately execute the grant award upon receipt.

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

Thank you,

Isolina DeJesus
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: **Center for TECH and Civic Life (CTCL) – COVID-19 Response Grant**

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 Department of Registrar of Voters is seeking funding from the Center for Tech and Civic Life, to be used exclusively for the public purpose of planning and operationalizing safe and secure election administration. Funds may be used for the following purposes:

- Ballot drop boxes
- Drive-through voting
- Election department real estate costs, or costs associated with satellite election department offices
- Non-partisan voter education
- Personal protective equipment (PPE) for staff, poll workers, or voters
- Poll worker recruitment funds, hazard pay, and/or training expenses
- Polling place rental and cleaning expenses for early voting or Election Day
- Temporary staffing
- Voting materials in languages other than English
- Vote-by-mail/Absentee voting equipment or supplies
- Election administration equipment

CONTRACT PERIOD: 6/15/2020 – 12/31/2020

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 0
City:	\$ 0
Other:	\$350,456.25

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 0
Supplies:	\$ 0
Contractual:	\$ 0
Other:	\$ 0

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		
Salaries/Benefits:	\$ 0	\$ 0
Supplies:	\$ 0	\$ 0
Construction:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

Regarding the

Center for TECH and Civic Life (CTCL) – COVID-19 Response Grant

WHEREAS, the **Center for TECH and Civic Life** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Center for TECH and Civic Life COVID-19 Response Grant**; and

WHEREAS, funds under this grant will be used for the purposes outlined in the agreement such as hiring temporary staff, purchase of PPE and election administration equipment; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Center for TECH and Civic Life** for the public purpose of planning and operationalizing safe and secure election administration.

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 for the **Center for TECH and Civic Life** purpose of the **COVID-19 Response Grant**.
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 **Center for TECH and Civic Life COVID-19 Response Grant** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

Williams, Althea

From: Showah, Ava
Sent: Wednesday, September 30, 2020 4:18 PM
To: Ortiz, Frances
Cc: DeJesus, Isolina; Nieves, Aidee; Williams, Althea
Subject: 10/5/2020 - City Council Agenda Items
Attachments: 21220 -Resolution Package - Per Capita - FINAL.docx; 21221-21282 - Resolution Package - PHEP-MRC - FINAL.docx; 21372 - Resolution Package - HUD - Final.docx; 20474 - Resolution Package - ELC - Final.docx; 21217 - CTCL - Resolution Package- FINAL.docx; Resolution Package - School Readiness 2020 - Final.docx

Good afternoon Frances,

Attached please find resolution packages to be place on the City Council Agenda on Monday, October 5, 2020.

Immediate Consideration

- State of Connecticut Department of Public Health – Epidemiology and Laboratory Capacity (ELC) Cooperative Agreement (#20474)
- Center for TECH and Civic Life (CTCL) – COVID-19 Response Grant (#21217)
- State of Connecticut Office of Early Childhood - School Readiness Grant Program

Regular Council Schedule

- State of Connecticut Department of Public Health Per Capita Funding Allocation (#21220)
- Subrecipient Agreement between the City of Bridgeport and Ledge Light Health District regarding the State of Connecticut Department of Public Health- Public Health Emergency Preparedness (PHEP) (#21221) and Medical Reserve Corp (MRC) (#21282) Grants
- Department of Housing and Urban Development (HUD) - Lead-Based Paint Hazard Reduction (LHR) Grant Program (#21372)

Thank you,

Ava Showah
Administrative Assistant
Office of Central Grants
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: 175-19
Submitting Department / Contact Name: Central Grants Office
Isolina DeJesus, Director
Subject: Grant Submission: re: State of Connecticut Office of Early Childhood - School Readiness Grant Program.
Referred to Committee: Immediate Consideration
City Council Date: October 5, 2020

Attest:

Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Ganim, Mayor

Date

10/9/2020

ATTEST
CITY CLERK

RECEIVED
CITY CLERKS OFFICE
13+M (FO)
20 OCT 2020 AM 9:59

Comm.# 175-19 Referred for IMMEDIATE CONSIDERATION on 10/5/2020.

September 28, 2020

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

Re: Resolution – State of Connecticut Office of Early Childhood - School Readiness Grant Program

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Office of Early Childhood - School Readiness Grant Program**. Submittal of this grant application requires legislative authorization for the Mayor to execute. We respectfully request that this be added as an item to the City Council's meeting agenda on Monday, October 5, 2020 for **IMMEDIATE CONSIDERATION** to meet the application deadline.

If you have any questions or require additional information, please contact me at 203-275-1265 or lhelmerich@bridgeportedu.net

Thank you,

Lee Helmerich
School Readiness Coordinator



GRANT SUMMARY

PROJECT TITLE: **State of Connecticut Office of Early Childhood - School Readiness Grant Program**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Board of Education - Early Childhood Department**
CONTACT NAME: **Lee Helmerich**
PHONE NUMBER: **203-275-1265**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport is seeking funding from the State of Connecticut Office of Early Childhood to provide 1024 full day/full year preschool spaces (10 hours per day/50 weeks of the year), 432 school day/school year spaces (6 hours per day/ 180 days of the year), 72 part day/part year spaces (2.5 hours per day/ 180 days of the year) and 140 extended day spaces (for Head Start students attending a preschool program 7:30-5:30,12 months a year), for a total of 1,668 preschool spaces for children ages three and four years old who reside in Bridgeport.

CONTRACT PERIOD: 09/01/20 – 06/30/21

Federal:	\$ 0
State:	\$ \$10,932,798
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 81,648 (\$75,975/\$5,673)
Contractual	\$ 10,849,465 (Space allocation)
Other	\$ 1,685 (CPR Training)

MATCH REQUIRED		
	CASH	IN-KIND
Source: BOE	\$ 0	\$ 25,000 (Administrative Cost)
Salaries/Benefits:	\$ 0	\$ 0
Supplies:	\$ 0	\$ 0
Contractual:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Office of Early Childhood
School Readiness Grant Program**

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

WHEREAS, this funding has been made possible through the **School Readiness Grant Program**; and

WHEREAS, the funds under this grant will provide 1024 full day/full year preschool spaces (10 hours per day/50 weeks of the year), 432 school day/school year spaces (6 hours per day/180 days of the year), 72 part day/part year spaces (2.5 hours per day/180 days of the year) and 140 extended day spaces (for Head Start students attending a preschool program 7:30-5:30, 12 months a year), for a total of 1,668 preschool spaces for children ages three and four years old who reside in Bridgeport; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, School Readiness Council, submits an application to the **State of Connecticut Office of Early Childhood - School Readiness Program** to provide 1,668 preschool spaces at fifteen public schools and community programs.

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Office of Early Childhood** for the purpose of its **School Readiness Grant Program**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute such application with the **State of Connecticut Office of Early Childhood** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

Williams, Althea

From: Showah, Ava
Sent: Wednesday, September 30, 2020 4:18 PM
To: Ortiz, Frances
Cc: DeJesus, Isolina; Nieves, Aidee; Williams, Althea
Subject: 10/5/2020 - City Council Agenda Items
Attachments: 21220 -Resolution Package - Per Capita - FINAL.docx; 21221-21282 - Resolution Package - PHEP-MRC - FINAL.docx; 21372 - Resolution Package - HUD - Final.docx; 20474 - Resolution Package - ELC - Final.docx; 21217 - CTCL - Resolution Package- FINAL.docx; Resolution Package - School Readiness 2020 - Final.docx

Good afternoon Frances,

Attached please find resolution packages to be place on the City Council Agenda on Monday, October 5, 2020.

Immediate Consideration

- State of Connecticut Department of Public Health – Epidemiology and Laboratory Capacity (ELC) Cooperative Agreement (#20474)
- Center for TECH and Civic Life (CTCL) – COVID-19 Response Grant (#21217)
- State of Connecticut Office of Early Childhood - School Readiness Grant Program

Regular Council Schedule

- State of Connecticut Department of Public Health Per Capita Funding Allocation (#21220)
- Subrecipient Agreement between the City of Bridgeport and Ledge Light Health District regarding the State of Connecticut Department of Public Health- Public Health Emergency Preparedness (PHEP) (#21221) and Medical Reserve Corp (MRC) (#21282) Grants
- Department of Housing and Urban Development (HUD) - Lead-Based Paint Hazard Reduction (LHR) Grant Program (#21372)

Thank you,

Ava Showah
Administrative Assistant
Office of Central Grants
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

**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.
Dina A. Scalo
Eroll V. Skyers
Tyisha S. Toms
Lisa R. Trachtenburg

ASSISTANT CITY ATTORNEYS



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

Executive Summary

Re: Settlement of Municipal Prohibited Practice Matter Pending Before the State Labor Board MPP 33,523 *Bridgeport Firefighters Local 834 and City of Bridgeport*. This matter and proposed settlement relates to matters involving collective bargaining and referral should be made to the Contracts Committee.

To: Honorable City Council
Fr: John R. Mitola, Associate City Attorney
Cc: Joseph P. Ganim, Mayor
Fire Chief Richard Thode
Janene Hawkins, CAO
Daniel Shamas, Chief of Staff
Eric Amado, Labor Relations Dir.
Tamara Titre, Esq. Labor Relations Officer
R. Christopher Meyer, City Attorney
Mark Anastasi, Esq.
Thomas Gaudett, Mayor's Office

RECEIVED
CITY CLERKS OFFICE
20 SEP 21 PM 3:45
ATTEST
CITY CLERK

Dated: September 15, 2020

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

a. Submission Title

Settlement of MPP # 33,525 *Bridgeport Firefighters Local 834 and City of Bridgeport*. The proposed settlement involves a tentative agreement between Local 834 and the City of Bridgeport regarding firefighters working beyond the age of 65.

b. Submitting Entity

Office of the City Attorney and Office of Labor Relations

c. Contact Person

John R. Mitola Associate City Attorney, Esq.

Contact via cellphone: (203) 576-7647; direct dial (203)-576-3942 or email:

john.mitola@bridgeportct.gov

d. Deadline for Approval & Basis for Same

There is no hard deadline for approval, but the City is required to report back to the Labor Board in mid-September to advise on the status of the settlement. The fire Union's executive board recently approved the settlement.

Therefore, it is requested that at its October 5, 2020 meeting that the City Council refer this matter to the Contracts Committee which can consider the matter at its October 14, 2020 meeting. Thereafter the entire matter can be voted on by the City Council at its October 19, 2020 meeting.

e. Matter Summary

Settlement of Municipal Prohibited Practice Matter pending before the State Labor Board MPP # 33,523 *Bridgeport Firefighters Local 834 and City of Bridgeport*. This matter and proposed settlement relates to matters involving collective bargaining and specifically the interpretation of a Memorandum of Understanding (MOU) between the Local and the City dated November 13, 2015 (see Exhibit A attached hereto). The Union claims that the City, without negotiation, unilaterally imposed on Union members a specific type of medical exam required to be performed on those members who want to work past the age of 65. Attached hereto as Exhibit B is the proposed settlement agreement and new MOU language. The new MOU clarifies the type of required physical and lowers the maximum age to work as a firefighter from 70 to 68 years of age subject to identified members who are grandfathered.

f. City Council Action Requested

At the October 5, 2020 Meeting – City Council refers matter to the Committee on Contracts.

At the October 14, 2020 Meeting – Contracts Committee considers the matter.

At the October 19, 2020 Meeting- Full City Council votes on the matter.

g. Financial Impact Analysis

Determining the financial impact on the City is speculative in nature and more likely than not the impact is nominal. This is so because most fire department personnel retire from service prior to reaching the age of 65. Additionally, by lowering the age of retirement from 70 to 68 as the proposed MOU requires the City may receive a financial benefit. But again, this is difficult to quantify and is speculative in nature.

h. **Funding Budget-Line**

Firefighter personnel are funded in the budget.

i. **Proposed Motion**

“NOW THEREFORE BE IT RESOLVED that a settlement agreement entered into between the City of Bridgeport and Bridgeport Firefighters Local 834 to settle MPP # 33,523 *Bridgeport Firefighters Local 834 and City of Bridgeport* dated July 27, 2020 is so approved.

EXHIBIT A

MEMORANDUM OF UNDERSTANDING – Pension Plan - Working Beyond Age 65

The City agrees pursuant to C.G.S. §7-430 to provide any firefighter currently employed who has attained the age of sixty five (65) years, upon the request of the firefighter annual approval from the legislative body of the City to remain employed with the City to Seventy (70) years of age, provided the firefighter receives a medical exam from the City's physician each year that the employee is physically fit to continue performing his/her position.

During this period of temporary retention the firefighter shall receive no pension payments.

FOR THE CITY

Bruce J. ...

11/13/15
Date

FOR THE UNION

Robert Whitbread

11-13-15
Date

EXHIBIT B

STATE BOARD OF LABOR RELATIONS

Case No.: MPP 33,523

SETTELEMENT AGREEMENT

Between

BRIDGEPORT FIRE FIGHTERS LOCAL 834 and CITY OF BRIDGEPORT

In full and final settlement of the above noted case, the parties agree as follows:

1. The City agrees that it shall, pursuant to Article 38, administer the same physical examination to all bargaining unit members, including members over sixty-five (65) years of age;
2. The current "Memorandum of Understanding – Pension Plan – Working Beyond Age 65" attached to the Collective Bargaining Agreement shall be replaced with the following:

MEMORANDUM OF UNDERSTANDING

This memorandum shall supersede and replace the current "Memorandum of Understanding – Pension Plan – Working Beyond Age 65" attached to the Collective Bargaining Agreement and shall be incorporated into the Collective Bargaining Agreement.

The City agrees, pursuant to Connecticut General Statute §7-430, to provide any firefighter currently employed who has attained the age of sixty-five (65), upon the written request from the firefighter to the Fire Chief, annual approval from the legislative body of the City to remain employed with the City to 68 years of age, provided the firefighter successfully passes the Fire Department's annual physical examination administered pursuant to Article 38 of the Collective Bargaining Agreement.

During this period of temporary retention, the firefighter shall receive no pension payments.

Unless mutually agreed in writing, neither party may propose, in negotiations, altering this Memorandum of Understanding during negotiations for the successor agreement to the current Collective Bargaining Agreement. However it is understood and agreed between the parties that after the expiration of the successor agreement to the current Collective Bargaining Agreement either party may propose, in negotiations, changes to this Memorandum of Understanding.

Comm. #170-19 Ref'd to ECD& Environment Committee on 10/05/2020

September 28, 2020

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

Re: Resolution – State of Connecticut Department of Public Health Per Capita Funding Allocation (#21220)

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Public Health Per Capita Funding Allocation** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

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

Thank you,

Melissa Oliveira
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Public Health Per Capita Funding Allocation (#21220)

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Melissa Oliveira

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Health and Social Services is seeking funding made available through the State Aid to Full-Time Health Department Program with allocations being based on the most recent population figures. The purpose of this funding is to assist municipalities monitor health status to identify and solve community health problems, identify and investigate health hazards in the community, inform, educate and empower persons in the community concerning health issues, and enforcing laws and regulations that protect health and ensure safety. This allocation will be used to cover a portion of salary and fringe for the Director of Health, a nurse, and project coordinator. Additionally, funds will be used for office supplies, purchase of laptops, and contractors to assist with accreditation, contact tracing and outreach. The FY 21 allocation is \$156,470.20 and carry over funds from FY 20 due to the resignation of the Health Director is \$67,731.41. The total amount for this grant is \$24,201.61.

CONTRACT PERIOD: 7/1/2020-6/30/2021

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 224,201.61
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 150,183 (\$111,777/ \$38,406)
Supplies:	\$ 882.60
Contractual:	\$ 64,236.00
Equipment	\$ 8,200.00 (Laptops)
Other:	\$ 700.00 (Printing)

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		
Salaries/Benefits:		
Supplies:		
Contractual:		
Equipment		
Other:		

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Department of Public Health
Per Capita Funding Allocation (#21220)**

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

WHEREAS, this funding has been made possible through the **State of Connecticut Department of Public Health Per Capita Funding Allocation**; and

WHEREAS, funds under this grant will be used to support core public health functions; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Public Health** to support the monitoring of health status to identify and solve community health problems, identify and investigate health hazards in the community, inform, educate and empower persons in the community concerning health issues, and enforcing laws and regulations that protect health and ensure 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 **State of Connecticut Department of Public Health** for the purpose of the **Per Capita Funding Allocation**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **State of Connecticut Department of Public Health Per Capita Funding Allocation** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

Williams, Althea

From: Showah, Ava
Sent: Wednesday, September 30, 2020 4:18 PM
To: Ortiz, Frances
Cc: DeJesus, Isolina; Nieves, Aidee; Williams, Althea
Subject: 10/5/2020 - City Council Agenda Items
Attachments: 21220 -Resolution Package - Per Capita - FINAL.docx; 21221-21282 - Resolution Package - PHEP-MRC - FINAL.docx; 21372 - Resolution Package - HUD - Final.docx; 20474 - Resolution Package - ELC - Final.docx; 21217 - CTCL - Resolution Package- FINAL.docx; Resolution Package - School Readiness 2020 - Final.docx

Good afternoon Frances,

Attached please find resolution packages to be place on the City Council Agenda on Monday, October 5, 2020.

Immediate Consideration

- State of Connecticut Department of Public Health – Epidemiology and Laboratory Capacity (ELC) Cooperative Agreement (#20474)
- Center for TECH and Civic Life (CTCL) – COVID-19 Response Grant (#21217)
- State of Connecticut Office of Early Childhood - School Readiness Grant Program

Regular Council Schedule

- State of Connecticut Department of Public Health Per Capita Funding Allocation (#21220)
- Subrecipient Agreement between the City of Bridgeport and Ledge Light Health District regarding the State of Connecticut Department of Public Health- Public Health Emergency Preparedness (PHEP) (#21221) and Medical Reserve Corp (MRC) (#21282) Grants
- Department of Housing and Urban Development (HUD) - Lead-Based Paint Hazard Reduction (LHR) Grant Program (#21372)

Thank you,

Ava Showah
Administrative Assistant
Office of Central Grants
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

Comm. #171-19 Ref'd to ECD& Environment Committee on 10/05/2020

August 25, 2020

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

Re: Resolution – Subrecipient Agreement between the City of Bridgeport and Ledge Light Health District regarding the State of Connecticut Department of Public Health- Public Health Emergency Preparedness (PHEP) (#21221) and Medical Reserve Corp (MRC) (#21282) Grants

Attached, please find a Grant Summary and Resolution for the **Subrecipient Agreement between the City of Bridgeport and Ledge Light Health District regarding Public Health Emergency Preparedness and Medical Reserve Corps Grants** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

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

Thank you,

Melissa Oliveira
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: Subrecipient Agreement between the City of Bridgeport and Ledge Light Health District regarding the State of Connecticut Department of Public Health- Public Health Emergency Preparedness (PHEP) (#21221) and Medical Reserve Corp (MRC) (#21282) Grants

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Melissa Oliveira

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Health and Social Services department is seeking funding to support public health preparedness activities. Such activities include the implementation of the regional preparedness and response plan, identification of probable risks, engagement of communities and health care systems, and education and training of volunteers and staff. Funding will be used to cover the salary and fringe of Emergency Preparedness Public Health Educator, supplies for drills and activities, trainings for staff and volunteers, and travel to meetings and conferences.

CONTRACT PERIOD: 7/1/2020-6/30/2021

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 91,754.00 (PHEP - \$84,811/MRC -\$6,943)
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 68,401 (\$44,252/\$24,148)
Supplies:	\$ 15,965
Travel:	\$ 748
Training:	\$ 6,640

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		
Salaries/Benefits:	\$ 0	\$ 0
Supplies:	\$ 0	\$ 0
Construction:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

Regarding the

**Subrecipient Agreement between the City of Bridgeport and Ledge Light Health District
regarding the State of Connecticut Department of Public Health
Public Health Emergency Preparedness (PHEP) (#21221) and Medical Reserve Corp (MRC)
(#21282) Grants**

WHEREAS, Ledge Light Health District is authorized to extend financial assistance to the City of Bridgeport in the form of grants; and

WHEREAS, this funding has been made possible through the State of Connecticut Department of Public Health- Public Health Emergency Preparedness and Medical Reserve Corp Grants; and

WHEREAS, funds under this grant will be used to support public health emergency preparedness activities; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport execute a subrecipient agreement with Ledge Light Health District to support the implementation of the regional preparedness and response plan, identification of probable risks, engagement of communities and health care systems, and education and training of volunteers and staff.

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 **Ledge Light Health District** for the purpose of the **Public Health Emergency Preparedness and Medical Reserve Corp Grants**; 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 **Ledge Light Health District** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

Williams, Althea

From: Showah, Ava
Sent: Wednesday, September 30, 2020 4:18 PM
To: Ortiz, Frances
Cc: DeJesus, Isolina; Nieves, Aidee; Williams, Althea
Subject: 10/5/2020 - City Council Agenda Items
Attachments: 21220 -Resolution Package - Per Capita - FINAL.docx; 21221-21282 - Resolution Package - PHEP-MRC - FINAL.docx; 21372 - Resolution Package - HUD - Final.docx; 20474 - Resolution Package - ELC - Final.docx; 21217 - CTCL - Resolution Package- FINAL.docx; Resolution Package - School Readiness 2020 - Final.docx

Good afternoon Frances,

Attached please find resolution packages to be place on the City Council Agenda on Monday, October 5, 2020.

Immediate Consideration

- State of Connecticut Department of Public Health – Epidemiology and Laboratory Capacity (ELC) Cooperative Agreement (#20474)
- Center for TECH and Civic Life (CTCL) – COVID-19 Response Grant (#21217)
- State of Connecticut Office of Early Childhood - School Readiness Grant Program

Regular Council Schedule

- State of Connecticut Department of Public Health Per Capita Funding Allocation (#21220)
- Subrecipient Agreement between the City of Bridgeport and Ledge Light Health District regarding the State of Connecticut Department of Public Health- Public Health Emergency Preparedness (PHEP) (#21221) and Medical Reserve Corp (MRC) (#21282) Grants
- Department of Housing and Urban Development (HUD) - Lead-Based Paint Hazard Reduction (LHR) Grant Program (#21372)

Thank you,

Ava Showah
Administrative Assistant
Office of Central Grants
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

Comm. #172-19 Ref'd to ECD& Environment Committee on 10/05/2020

September 28, 2020

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

Re: Resolution – Department of Housing and Urban Development (HUD) - Lead-Based Paint Hazard Reduction (LHR) Grant Program (#21372)

Attached, please find a Grant Summary and Resolution for the **Department of Housing and Urban Development (HUD) - Lead-Based Paint Hazard Reduction (LHR) Grant Program** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

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

Thank you,

Isolina DeJesus
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: Department of Housing and Urban Development (HUD) - Lead-Based Paint Hazard Reduction (LHR) Grant Program (#21372)

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 Health Department is seeking funding from HUD to continue to support its Bridgeport Lead Hazard Control Program (BLHC). The City was previously awarded this grant in FY 17 to provide lead hazard inspections, remediations/abatement, outreach, education, and training.

BLHC Program seeks to identify and address issues in the homes of children with elevated blood levels and to protect all children from the serious effects of lead poisoning. During the grant period, BLHC will inspect and enroll 200 eligible, privately owned housing units and provide lead hazard remediation or abatement in 125 units. Healthy Homes interventions (repairs, not directly associated with lead hazards including installation of smoke/ carbon monoxide detectors pest control, installation of safety locks, etc.) are expected to occur in 125 units.

The grant funds will continue to fund the salary and fringe of Program Manager, two Epidemiological inspectors, and Outreach Worker/Educator. Additionally, funds will be used for a Specification Writer, travel to HUD conference and relocation incentives for families.

CONTRACT PERIOD: 9/30/2020-3/30/2024

FUNDING SOURCES (include matching funds):	
Federal:	\$3,562,689
State:	\$ 0
City:	\$ 373,252
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$1,504,124 (\$870,427/\$633,697)
Supplies:	\$17,250
Contractual:	\$1,934,500
Equipment	\$0
Travel:	\$19,765
Other:	\$87,050 (relocation, land recording fees, lab expenses, equip. main., incentives for families)

MATCH REQUIRED

	CASH	IN-KIND
Source:		\$298,252 (S&F of Program Director & one Epidemiological Inspector)
Salaries/Benefits:	\$0	
Supplies:	\$0	
Contractual:	\$75,000 (Clerical Worker - CDBG)	
Equipment	\$0	
Other:	\$0	

A Resolution by the Bridgeport City Council

Regarding the

**Department of Housing and Urban Development (HUD) –
Lead-Based Paint Hazard Reduction (LHR) Grant Program (#21372)**

WHEREAS, the **Department of Housing and Urban Development** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Lead-Based Paint Hazard Reduction Grant Program**; and

WHEREAS, funds under this grant will be used to support the Bridgeport Lead Hazard Control Program; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Department of Housing and Urban Development** to support the lead hazard education and control activities.

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

1. That it is cognizant of the City's grant application to and contract with the **Department of Housing and Urban Development** for the purpose of the **Lead-Based Paint Hazard Reduction Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **Department of Housing and Urban Development – Lead-Based Paint Hazard Reduction Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

Williams, Althea

From: Showah, Ava
Sent: Wednesday, September 30, 2020 4:18 PM
To: Ortiz, Frances
Cc: DeJesus, Isolina; Nieves, Aidee; Williams, Althea
Subject: 10/5/2020 - City Council Agenda Items
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- Department of Housing and Urban Development (HUD) - Lead-Based Paint Hazard Reduction (LHR) Grant Program (#21372)

Thank you,

Ava Showah
Administrative Assistant
Office of Central Grants
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

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

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

CITY ATTORNEY
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.
Dina A. Scalo
Eroll V. Skyers
Tyisha S. Toms
Lisa R. Trachtenburg



October 1, 2020

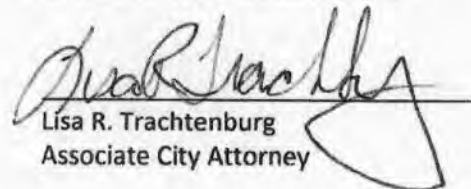
City Clerk Lydia Martinez
45 Lyon Terrace
Bridgeport, CT 06604

Re: Agenda item for Council

Dear City Clerk:

Please find attached an item requested for the next City Council Agenda to be referred to the Contract's Committee.

Sincerely,
OFFICE OF THE CITY ATTORNEY


Lisa R. Trachtenburg
Associate City Attorney

RECEIVED
CITY CLERKS OFFICE
20 OCT -2 AM 11: 02
ATTEST
CITY CLERK

Proposed

RESOLUTION

WHEREAS, the Office of the City Attorney for the City of Bridgeport needs to relinquish its aged copiers and printers to the former Lessee under the lease arrangement with the lease financier, Marlin Business Services Corp; and

WHEREAS, the current supplier of the Office of the City Attorney's copiers and printers will provide the Office of the City Attorney's Office with new copiers and printers ("Equipment"), is on an approved cooperative bid list (PP, and with a different and more favorable financing company); and

WHEREAS, the cooperative purchase has been processed and approved by the Purchasing Department; and

WHEREAS, the Office of the City Attorney has determined that a lease of the Equipment is in the best interest of the department and in the best interest of the City of Bridgeport in the cost and effectiveness to service the department's needs.

NOW THEREFORE, be it hereby **RESOLVED** by the City Council, that the City Attorney can execute the lease for the Equipment, substantially in the form and substance of the lease attached hereto as Exhibit A, subject to any and all more favorable terms for the City of Bridgeport that the Office of the City Attorney may negotiate.



Value Lease Agreement

APPLICATION NO.

AGREEMENT NO.

415 Kilvert Street • Warwick, RI 02686 • Phone: 401.732.3000 • Fax: 401.732.1550

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Automated Business Solutions.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Includes checkboxes for See attached Schedule A and See attached Billing Schedule.

TERM AND PAYMENT INFORMATION

Form with fields for number of payments (36), payment amount (\$3,319.00), and various overage rates for B&W and Color copies/prints.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Includes checkboxes for purchase options.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Signature line for Automated Business Solutions (LESSOR) with fields for SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Signature line for CITY OF BRIDGEPORT dba OFFICE of CITY ATTORNEY (CUSTOMER) with fields for SIGNATURE, TITLE, and DATED.

FEDERAL TAX I.D. # and PRINT NAME fields.

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

Signature line for CITY OF BRIDGEPORT dba OFFICE of CITY ATTORNEY (CUSTOMER) with fields for SIGNATURE, TITLE, ACCEPTANCE DATE, and PRINT NAME.

TERMS AND CONDITIONS

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement").

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on us (except on our income) or on the Equipment, its lease, sale, ownership, possession, use or operation. You will reimburse us for our administrative costs and fees associated with the preparation, filing, payment, and other costs of administering taxes associated with the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply the all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any late, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards, (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us with evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of properly insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our insured residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY TO DELIVERY, INSTALLATION, POSSESSION, OWNERSHIP, REPAIR, MANUFACTURE, USE, CONDITION, INSPECTION, REMOVAL, RETURN OR STORAGE OF THE EQUIPMENT. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT; YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates or ceases to exist; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us incurred before or at trial, on appeal or in any other proceeding, actual costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 2A-522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (for such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and no less than financial statements) within 120 days after our request, fiscal year end, and (ii) management prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise requested by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due after the end of the initial term until the Equipment is purchased or returned in accordance with the terms of this Agreement. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. USA PATRIOT ACT NOTICE, ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are neither you nor any of your Representatives or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes a chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by an electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCLUDE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. MAINTENANCE AND SUPPLIES: You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of copies/prints shown on page 1 of this Agreement for each applicable copy/print type. Regardless of the number of copies/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered copy/print that exceeds the applicable minimum number of copies/prints. Copies/prints made on equipment marked as not financed under this Agreement will be included in determining your copy/print and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 10% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

14. IT SUPPORT SERVICES: When indicated on page 1, you have elected to enter into a separate IT Support Services Agreement with Supplier for the Equipment ("IT Support Services Agreement"). Such IT Support Services Agreement is separate and distinct from this Agreement and shall not affect your obligations under this Agreement. You agree to pay all amounts owing under this Agreement regardless of any claim you may have against Supplier relating to the IT Support Services Agreement. Supplier will be solely responsible for performing all services under the IT Support Services Agreement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the IT Support Services Agreement. As a convenience to you, we will provide you with one invoice covering (1) amounts owing under this Agreement and the Arrangement, and (2) amounts owing under the IT Support Services Agreement.

*Value Lease
Grouped Pool Billing Schedule*

APPLICATION NO.

AGREEMENT NO.

This Grouped Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Automated Business Solutions.

POOL NAME: LARGE COPIERS BW

Pool Location: _____

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
CANON 6755I				<input type="checkbox"/>
CANON C5750I				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included 18,200 per month Overages billed quarterly at \$.007 per copy*
Please check one of the following: B&W Copies Color Copies

No. of Prints Included _____ Overages billed monthly at \$ _____ per print*
Please check one of the following: B&W Prints Color Prints **plus applicable taxes*

POOL NAME: LARGE COPIERS CLR

Pool Location: _____

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
CANON C 5750I				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included 4,750 per month Overages billed quarterly at \$.05 per copy*
Please check one of the following: B&W Copies Color Copies

No. of Prints Included _____ Overages billed monthly at \$ _____ per print*
Please check one of the following: B&W Prints Color Prints **plus applicable taxes*

POOL NAME: CANON 525

Pool Location: _____

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
CANON IMAGECLASS 525 (20)				<input type="checkbox"/>
CANON IMAGERUNNER 525if				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included 13,000 per month Overages billed quarterly at \$.012 per copy*
Please check one of the following: B&W Copies Color Copies

No. of Prints Included _____ Overages billed monthly at \$ _____ per print*
Please check one of the following: B&W Prints Color Prints **plus applicable taxes*

POOL NAME: HP BW/SERVICE ONLY

Pool Location: _____

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
HP 75540				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included 300 per month Overages billed quarterly at \$.02 per copy*
Please check one of the following: B&W Copies Color Copies

No. of Prints Included _____ Overages billed monthly at \$ _____ per print*
Please check one of the following: B&W Prints Color Prints **plus applicable taxes*

Each piece of Equipment described in this Grouped Pool Billing Schedule includes all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PAYMENT INFORMATION

Monthly Payment* \$ 3,319.00 **plus applicable taxes*

CUSTOMER ACCEPTANCE

This Grouped Pool Billing Schedule is hereby verified as correct by the undersigned Customer.

CITY OF BRIDGEPORT



CUSTOMER
30397 (2017)

SIGNATURE

TITLE

DATED



Value Lease
Grouped Pool Billing Schedule

APPLICATION NO.

AGREEMENT NO.

This Grouped Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Automated Business Solutions.

POOL NAME: **HP COLOR/ SERVICE ONLY**

Pool Location: _____

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
HP 77540				<input checked="" type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included 300 per month Overages billed quarterly at \$.07 per copy*
 Please check one of the following: B&W Copies Color Copies
 No. of Prints Included _____ Overages billed monthly at \$ _____ per print* **plus applicable taxes*
 Please check one of the following: B&W Prints Color Prints

POOL NAME: _____

Pool Location: _____

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included _____ Overages billed quarterly at \$ _____ per copy*
 Please check one of the following: B&W Copies Color Copies
 No. of Prints Included _____ Overages billed monthly at \$ _____ per print* **plus applicable taxes*
 Please check one of the following: B&W Prints Color Prints

POOL NAME: _____

Pool Location: _____

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included _____ Overages billed quarterly at \$ _____ per copy*
 Please check one of the following: B&W Copies Color Copies
 No. of Prints Included _____ Overages billed monthly at \$ _____ per print* **plus applicable taxes*
 Please check one of the following: B&W Prints Color Prints

POOL NAME: _____

Pool Location: _____

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included _____ Overages billed quarterly at \$ _____ per copy*
 Please check one of the following: B&W Copies Color Copies
 No. of Prints Included _____ Overages billed monthly at \$ _____ per print* **plus applicable taxes*
 Please check one of the following: B&W Prints Color Prints

Each piece of Equipment described in this Grouped Pool Billing Schedule includes all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PAYMENT INFORMATION
Monthly Payment* \$ 3,319.00 **plus applicable taxes*

CUSTOMER ACCEPTANCE
This Grouped Pool Billing Schedule is hereby verified as correct by the undersigned Customer.

CITY OF BRIDGEPORT

CUSTOMER SIGNATURE TITLE DATED



AGREEMENT NO.

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # _____ and any future supplements/schedules thereto, between _____, as Customer and Automated Business Solutions, as Lessor ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Purchase Agreement Terms and Conditions

1. **AGREEMENT** This order form contains the entire agreement of the parties and Automated Business Solutions (herein referred to as ABS), shall not be bound by any statement or promises made by any representative relative to this transaction which is not embodied herein. This sale is made by ABS only on the terms herein and any contrary terms contained in any purchase order or written representation are hereby rejected by ABS.
2. **ACCEPTANCE** This order is accepted by ABS as of the date of the Corporate Officer approval signature on this form, subject to reasonable and prompt credit clearance by ABS credit and collection department. Deliveries are subject to availability of the goods. This agreement shall be governed by and construed according to the laws of the States of Rhode Island, Massachusetts and Connecticut.
3. **INSTALLTION:** ABS will include installation on all equipment purchases for up to 2 Hours, after the two hour time frame, there will be a charge of \$150.00 per hour on-site, or \$75.00 per half hour for remote.
3. **PRICES** All prices are quoted F.O.B. ABS's shipping point and are subject to adjustment to conform to ABS prices in effect on date of shipment. All supplies and accessories not installed by ABS shall be shipped F.O.B. ABS shipping point freight prepaid and added to the invoice. All ABS equipment and accessories to be installed by ABS shall be shipped F.O.B. ABS shipping point, and the buyer shall pay the ABS transportation charge applicable to each such product in effect on the date of shipment. In the event buyer specifies inside delivery of accessories or supplies, the additional charge for service shall be prepaid and added to the invoice. Supplies, parts and service charges are subject to change without notice. Returns must be approved by a Corporate Officer, for merchandise credit only.
4. **TAX** Purchaser agrees to pay any tax imposed by any Federal, City, State or local authority.
5. **PRODUCT WARRANTIES** The following warranties are the only warranties extended by ABS and are in lieu of all other warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose. These warranties extend only to the original retail purchaser. To obtain benefits of these warranties, the original purchaser must be prepared to show proof of date of purchase. Warranty information appears on the front of this document.

The warranty does not cover defects or damage resulting from handling or transit by purchaser after installation, negligence or improper operation or maintenance of equipment, nor does it include any consequential damage to persons or property due to loss or interruption of service or use of any ABS products.

Specifically excluded from coverage under this warranty is service to the equipment or parts resulting from malfunctions of or damage caused by associated peripheral equipment, transmission lines, telephone lines, power lines and modems: required for damage resulting from the use of paper, toner, developer, or other supplies and input materials not technically satisfactory for use in the equipment.

Annual maintenance agreements will be billed at pricing rates in effect at time maintenance agreement coverage begins. No terms or conditions, expressed or implied, are authorized unless they appear on original Maintenance Agreement signed by Customer and approved by an ABS officer. Rates in effect at time of equipment sale are subject to change without notice. ABS will install and use remote diagnostic software to provide meter readings for networked equipment. A Key Customer Contact shall be responsible for providing access to allow ABS to collect meter readings when needed. Alternatively, the Customer may report meters to ABS upon request. If no meter is received ABS reserves the right to utilize past meters to estimate any required meter in order to process billing.

In no event shall ABS be liable for incidental or consequential damages. ABS's sole liability on any claim (including but not limited to breach of contract) arising out of or connected to this sale, or use of equipment covered by such sale shall in no case exceed the purchase price of the equipment with respect to which losses or damages are claimed. Additionally, ABS's sole liability on any claim of breach of warranty shall be to replace or repair the allegedly defective equipment.
6. **ACTION** Any action for breach of warranty must be commenced within 90 days of the delivery date of the merchandise purchased hereunder.
7. **SECURITY** Seller is given a purchase money security interest in the equipment being sold and/ or rented. The equipment represents the secured collateral. If timely payments are not made pursuant to Purchase Agreement, seller may, upon reasonable notice, which does not exceed 30 days, repossess the secured equipment. Late charges will be accrued at 1.5% per month totaling no more than 18% annually.
8. **DEFAULTS** If you fail to pay us as agreed, we will have the right to sue you for all past due payments and all payments which shall become due to us pursuant to this agreement. You will also pay reasonable collection and legal costs including reasonable attorney's fees. This agreement shall be governed by and construed according to the laws of state of Rhode Island and any claims arising under this agreement shall be resolved in the courts of the State of Rhode Island. In the event of default, any funds collected from customer will be used to offset the indebtedness and no refunds will be issued.
9. **RESTOCKING FEE** Any items cancelled for any reason will be subject to a 25% restocking fee. We reserve the right to not accept returns for special order items.
10. **COMPUTERS** These commodities are licensed for the destination shown. Diversion contrary to U.S. law is prohibited.
11. **MISCELLANEOUS** The terms of this agreement shall not be amended in any fashion either in writing or verbally unless a written amendment has been executed in writing by an ABS corporate officer.

No terms or conditions, expressed or implied, are authorized unless they appear on "original" of this order.



Date 9/16/2020
 Customer #
 Representative

Maintenance Agreement

Ship To

CITY OF BRIDGEPORT DBA OFFICE OF CITY ATTORNEY
 999 BROAD ST
 BRIDGEPORT, CT 06804
 Contact:
 Meter Contact:
 Meter Method:
 E-Mail

Bill To

LEASE CO
 A/P Contact:
 A/P Email:

Installation and Service Agreement Options

Appropriate categories must be initialed by the client in the box to the left of the option

- Contract Level: Platinum Gold Silver Cost Per Cartridge Cost Per Print Retainer-Based
 UCC-Black UCC-Blue UCC-Red CONNECTION PROTECTION: YES NO Initial

Contract Length (months): 36

Contract Start Date: INSTALL

Contract End Date:

	Base Rate	Base Allowance	Base Amount	Base Billed	Overage	Overage Billed
B/W						Quarterly
Color						Quarterly
B/W Printer						
Color Printer						

If wide-format, billing is per Square foot / Linear Foot

Make/Model	Serial Number	ID Number	CPC (if above different)	BW Start Meter	Color Start Meter
CANON 6755 BW			0.007		
CANON C 5750BW			0.007		
CANON C5750 CLR			0.05		
CANON IMAGERUNNER 525IF			0.012		
CANON IMAGECLASS 525 (20)			0.012		
HP 75540-BW SERVICE ONLY			0.02		
HP 75540-CLR SERVICE ONLY			0.07		

Special Instructions:
 All service and supplies based on 54,600 BW per quarter for large Canon copiers (6755/ C5750). excess @ .007/ 14,250 Color per quarter for Canon C5750 excess @ .05/ 39,000 per quarter for Canon ImageRunner 525IF and 20 Canon ImageClass 525, excess @ .012/ 900 BW per quarter for HP 75540 excess @ .02/ 900 Color per quarter for HP 75540 excess @ .07. All meters reconciled quarterly. Excludes only paper, staples, and supply freight

TOTAL AMOUNT OF THIS CONTRACT: INC IN LEASE

By executing this agreement, I acknowledge that I have read the terms and conditions to this agreement and certify that I am authorized to execute this agreement on behalf of the customer indicated above. No terms or conditions expressed or implied are authorized unless they appear on this original order and are agreed upon by both parties.

Customer Acceptance		Dealer Representative		
Authorized Signature/Date	Print Name	Title	Signature	Date

Platinum: Includes all labor, mechanical parts, drums, PM Kits, fuser rollers, developer, toner and waste containers.
Gold: Includes all labor, mechanical parts, drums, PM Kits and fuser rollers.
Silver: Includes all labor and mechanical parts.
Cost Per Print / Cost Per Copy: Price based on actual per print volume and includes all labor, mechanical parts, drums, PM Kits, fuser rollers, developer, toner and waste containers.
Retainer-Based: Customer deposit is held in escrow. Required and customer authorized items are deducted from balance. Escrow amount is rebilled when prior deposit reaches 25%.
UCC Black: Includes all labor, mechanical parts and PM Kits.
UCC Blue: Includes all labor, mechanical parts, drums and PM Kits.
UCC Red: Includes all labor and mechanical parts.
Cost Per Cartridge: Includes all labor, mechanical parts, drums, PM Kits, fuser rollers, developer, toner and waste containers. Customer must purchase all consumables from ABS.
Connection Protection: Resolution of printing and scanning network issues, including installation of appropriate print drivers.

- 1) **TERM:** This agreement shall become effective upon receipt by Automated Business Solutions (hereafter called ABS) of the change specified and shall continue for the time specified or the maximum copies specified, whichever occurs first.
- 2) **PAYMENT TERMS:** Invoices are due upon receipt. ABS reserves the right to withhold service and/or supplies under this agreement should the customer's account become more than (30) past due.
- 3) **DEFAULT:** In the event the customer is in default, customer agrees to pay all collection costs, including court costs, interest and reasonable attorney's fees. Use of non-technically suited supplies may be a cause for default under this agreement. Any repairs performed by a non-authorized service professional may void this agreement. ABS may terminate this agreement at any time without notice or liability by ABS.
- 4) **SERVICE AND PARTS NOT COVERED:** This agreement does not cover service and/or parts to equipment for reason of customer neglect, abuse, misuse, accident, acts of nature or unauthorized modifications. Replaced parts removed from covered equipment becomes the property of ABS.
- 5) **ELIGIBILITY:** ABS reserves the right to inspect equipment prior to entering into a maintenance agreement. If equipment is found not to be in good operating condition, the customer shall incur all charges incurred in restoring the equipment to good operating condition at ABS's then current per call rates prior to inclusion under this agreement.
- 6) **PARTS & SUPPLIES:** Mechanical parts will be provided by ABS (new or refurbished) necessary to maintain equipment. The following are excluded except under Gold/Platinum contracts: Drums, masters, fuser rollers, cleaning rollers, maintenance kits, lamps, covers, thermal heads, duplicator drum units, laser units & PC's. Data loss as a result of equipment malfunction or power is excluded. ABS reserves the right to limit the quantity of toner provided at no charge. The number of toners provided will support the contracted volume of the equipment based on the manufacturer's yield per toner. Any additional toner will be billable to the customer.
- 7) **CONNECTION PROTECTION:** Printing and scanning issues directly relating to your copier or printer are covered under this maintenance agreement based on the level / type of coverage you select. Printing and scanning issues extending beyond the copier or printer are not covered under this agreement unless you select the "Connection Protection" option. For example, if a printing or scanning issue occurs on your network, workstation or laptop, the issue is not covered unless you select "Connection Protection". In the event that you elect to forgo Connection Protection and the repair or configuration for these or similar items are required, it would be done at the then prevailing hourly rate.
- 8) **SERVICE RESPONSIBILITIES:** Customer agrees to run ABS's MPS software. Customer will not allow equipment to be moved from the site without written permission from ABS. If a customer moves equipment and any repairs are required because of this move will be charged at the then prevailing per call rates and is not covered under this or any service agreement.
- 9) **EQUIPMENT AVAILABILITY:** Customer will assure that equipment is accessible & available to ABS.
- 10) **POWER OBLIGATION:** Customer will provide suitable electrical service, machine environment and utilize surge protection meeting or exceeding manufacturer's specifications.
- 11) **RECONDITIONING:** At the sole discretion of ABS, when reconditioning is necessary to keep the equipment in proper working condition, ABS will submit a price repair estimate, which will be in addition to the maintenance agreement. If the customer does not authorize reconditioning, ABS may refuse to continuation of this agreement and relinquish its obligation to service this equipment. No refund or credit will be issued under this circumstance. The equipment would then become chargeable on a "per call basis" with no guarantee of parts availability.
- 12) **SERVICE HOURS:** Service will be provided by ABS during normal work hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays. ABS agrees to respond to emergency calls with its first available technician.
- 13) **ASSIGNMENT:** This agreement is not transferable or assignable by customer or by operation of law without prior ABS consent.
- 14) **LIABILITY:** ABS warrants that it will provide service as specified. However, ABS will not be responsible for failure to perform due to circumstances beyond the reasonable control of ABS. Customer shall indemnify and hold ABS harmless from all liability and consequential damage due to ABS's negligence or otherwise. All other warranties, expressed or implied, including warranties of fitness for any particular purpose or merchantability are excluded from this agreement of the parties. Upon occurrence of any default by customer hereunder, or any other agreement between ABS and the customer, all ABS warranties hereunder and any other agreement between the parties shall thereupon terminate all obligations of ABS to service any equipment of customer and thereupon terminate this agreement. ABS assumes no liability for any failure or reduced performance of the equipment due to improper conditions of the environment, such as excessive dust, chemical residue, abnormally high or low humidity, varying line voltage or any such conditions which may exist. Service caused due to improper conditions are not covered under this maintenance contract.
- 15) **AUTOMATIC RENEWAL OF SERVICE CONTRACT:** Upon the expiration of the initial service contract by a representative of the customer and ABS, any subsequent renewal of the annual service contract shall be self-executing without the requirement of additional signatures by a representative of the customer. If the customer does not desire to renew the annual service contract, they must notify ABS in writing 30 days prior to the expiration date of the existing service contract. ABS reserves the right to adjust pricing annually; any increase will not exceed 10% over prior year's agreement price.
- 16) **GOVERNING LAW:** This agreement shall be deemed to be made in and in all aspects shall be interpreted, construed and governed by and in accordance with the laws of the State of Rhode Island, without regard to its choice of law rules.
- 17) **COMPLETE AGREEMENT:** This is the complete agreement between the parties, and all prior discussions and agreements are merged herein. There are no other agreements or understandings changing or modifying the terms hereof. This agreement shall be effective upon acceptance by an authorized representative of ABS. Written or verbal cancellation of this agreement does not warrant cash refunds or credits. The provisions of this Agreement may be amended or revised only by an Instrument in writing signed by both parties.
- 18) **METERS:** ABS will install and utilize remote diagnostic software to provide meter readings for networked equipment. A Key Customer Contact shall be responsible for providing access to allow ABS to collect meter readings when needed. Alternatively, the customer may report meters to ABS upon request. If after (3) attempts and/or (10) days ABS is still unable to obtain a meter reading for billing purposes, ABS reserves the right to 1) send a representative of ABS to the equipment location to retrieve such reading, in which event customer will incur an additional service charge, or 2) charge customer an estimated meter reading based on prior months' usage, or 3) charge customer based on previous service history reads. ABS also reserves the right to request a printout on demand from the machine to verify accuracy of the reported billing meters.
- 19) **LOANER EQUIPMENT:** At the discretion of ABS, a loaner machine may be provided during an extensive repair. Any and all copies made by customer on this loaner equipment will be added to the usage of the machine listed on this service equipment to calculate any potential charges, utilizing all the terms and conditions of this "covered equipment".
- 20) **COVERAGE & SCANNING:** Any cost-per-copy fees are based on the industry standard 5% black & white densities (fill) and 20% color density (fill). Changes in equipment covered and print densities may result in an adjustment of cost per print fee. Any scans over 50% of covered allowable copies / prints will be billed at .003 per scan.
- 21) **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.
- 22) **GENERAL:** It is mutually agreed that during the term of this agreement, and for a period extending one year after the termination of the business relationship, neither party shall directly, or indirectly, solicit for hire employees or consultants of the other party unless mutually agreed by both parties in writing.

**AUTOMATED
BUSINESS SOLUTIONS**

*Value Lease
Grouped Pool Billing Schedule*

APPLICATION NO.

AGREEMENT NO.

This Grouped Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Automated Business Solutions.

POOL NAME: HP COLOR/ SERVICE ONLY

Pool Location:

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
HP 77540				<input checked="" type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included 300 per month Overages billed quarterly at \$.07 per copy*

No. of Prints Included Please check one of the following: B&W Copies Color Copies

Overages billed monthly at \$ per print* **plus applicable taxes*

Please check one of the following: B&W Prints Color Prints

POOL NAME:

Pool Location:

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included Overages billed quarterly at \$ per copy*

No. of Prints Included Please check one of the following: B&W Copies Color Copies

Overages billed monthly at \$ per print* **plus applicable taxes*

Please check one of the following: B&W Prints Color Prints

POOL NAME:

Pool Location:

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included Overages billed quarterly at \$ per copy*

No. of Prints Included Please check one of the following: B&W Copies Color Copies

Overages billed monthly at \$ per print* **plus applicable taxes*

Please check one of the following: B&W Prints Color Prints

POOL NAME:

Pool Location:

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included Overages billed quarterly at \$ per copy*

No. of Prints Included Please check one of the following: B&W Copies Color Copies

Overages billed monthly at \$ per print* **plus applicable taxes*

Please check one of the following: B&W Prints Color Prints

Each piece of Equipment described in this Grouped Pool Billing Schedule includes all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PAYMENT INFORMATION

Monthly Payment* \$ 3,319.00 **plus applicable taxes*

CUSTOMER ACCEPTANCE

This Grouped Pool Billing Schedule is hereby verified as correct by the undersigned Customer.

CITY OF BRIDGEPORT



SIGNATURE

TITLE

DATED

CUSTOMER
30397 (2017)

Pettway, Lonnelle

From: Ortiz, Frances
Sent: Thursday, October 01, 2020 3:39 PM
To: Pettway, Lonnelle
Cc: Williams, Althea
Subject: FW: City Attorney copier lease
Attachments: City Attorney Council Resolution - Copiers.pdf

Item for Addendum for tomorrow.

From: Trachtenburg, Lisa <Lisa.Trachtenburg@Bridgeportct.gov>
Sent: Thursday, October 1, 2020 2:31 PM
To: Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>
Cc: Nieves, Aidee <Aidee.Nieves@Bridgeportct.gov>; Litz, Margo <Margo.Litz@Bridgeportct.gov>
Subject: City Attorney copier lease

Francis:

Please find attached a submission for the City Council agenda. I have spoken with the City Council President who is copied hereon and I am requesting an addition to the current agenda. Council President Nieves has indicated that she will approve the addition. Always my thanks,

*Lisa R. Trachtenburg
Associate City Attorney
999 Broad Street
Bridgeport, CT 06604
Tel: 203-576-7647
Fax: 203-576-8252*

CONFIDENTIALITY AND PRIVILEGE: This email is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential or otherwise exempt from disclosure. If the reader of this email is not the intended recipient or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the listed email address. Thank you.

RECEIVED
CITY CLERKS OFFICE
20 OCT -2 AM 11:02
ATTEST
CITY CLERK



OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED
 CITY CLERK'S OFFICE
 20 SEP 31 AM 2:28
 ATTEST
 CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	169-19			
Submitted by Councilmember(s):	Jeanette Herron			
Co-Sponsors(s):	Choose an item.	Choose an item.	Choose an item.	Choose an item.
District:	133RD			
Subject:	Proposed Resolution Police Chief Search Committee Transparency Bill			
Referred to:	Public Safety and Transportation Committee			
City Council Date:	October 5, 2020			

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, Police Chief Armando J. Perez resigned the office of Chief of Police on September 10, 2020; and

WHEREAS, David Dunn resigned the office of Acting Personnel Director on September 11, 2020; and

WHEREAS, Eric Amado has been appointed to the position of Acting Personnel Director by the Civil Service Board on September 15, 2020; and

WHEREAS, the eligibility list for chief of police will expire on October 23, 2020; and

WHEREAS, pursuant to the Charter of the City of Bridgeport, Chapter 13 Police, Section 4 (b) (3), the Personnel Director shall, upon request conduct a search for chief of police within 150 days following the vacancy of the chief of police; and

WHEREAS, to restore faith and transparency in the search process following the resignations of Armando J. Perez and David Dunn relating to the allegations compromising the search process for chief of police in 2018; and

WHEREAS, Chapter 14 of the Connecticut General Statutes (CGS) ensures that municipal committees shall be disclosed to the public; and

THEREFORE, BE IT RESOLVED, that henceforth members of the police chief search committee appointed by the Mayor shall be approved by the City Council prior commencing a search. The search committee shall provide a report to the City Council, before the eligibility list is submitted to the Mayor.



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	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

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

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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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:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

SECTION IX COMMENTS (if any)

Item# *151-19 Consent Calendar

Appointment of Denis Habza (R) to the Harbor Commission.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: October 5, 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
13
20 OCT 21 AM 9:59

ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *151-19 Consent Calendar

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

NAME

TERM EXPIRES

Denis Habza (R)
91 Rowsley Street
Bridgeport, CT 06605

September 30, 2022

*This will fill a vacancy.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Alfredo Castillo, D-136th

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: October 5, 2020

Item# *153-19 Consent Calendar

Appointment of Nichola Hall (D) to the Food Policy Council.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: October 5, 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
13th Floor
20 OCT 20 10:00 AM
ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *153-19 Consent Calendar

RESOLVED, That the following named individual be, and hereby is, appointed to the Food Policy Council in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

Nichola Hall (D)
105 Pond Street
Bridgeport, CT 06606

July 1, 2021

*This will fill a vacancy.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Alfredo Castillo, D-136th

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: October 5, 2020