

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, AUGUST 7, 2023

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT 06604

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 111-22** Communication from Mayor re: Appointment of Elizabeth Gonzalez (D) to the Fair Rent Commission, referred to Miscellaneous Matters Committee.
- 112-22** Communication from Mayor re: Appointment of Soledad Nunez (D) to the Planning and Zoning Commission, referred to Miscellaneous Matters Committee.

AGENDA

CITY COUNCIL MEETING

MONDAY, AUGUST 7, 2023

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT 06604

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: June 5, 2023

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 97-22** Communication from Mayor re: Proposed Capital Plan Amendment to FY 2024-2028 for the complete rehabilitation of John Winthrop Elementary School per State Project #015-0182RNV/EA, referred to Budget and Appropriations Committee.
- 98-22** Communication from City Attorney re: Proposed Amendment to the Municipal Code of Ordinances, amend Chapter 12.08 – Street, Sidewalk and Driveway Construction and Maintenance, referred to Ordinance Committee.
- 99-22** Communication from City Attorney re: Proposed Amendment to the Municipal Code of Ordinances, amend Chapter 12.12 – Excavations, referred to Ordinance Committee.
- 100-22** Communication from Mayor re: Appointment of Ayo Haynes (D) to the Fair Rent Commission, referred to Miscellaneous Matters Committee.
- 101-22** Communication from Tax Collector re: Refund of Excess Payments – MTG Realty LLC, Savings Bank of Danbury, referred to Miscellaneous Matters Committee.
- 102-22** Communication from Tax Collector re: Refund of Excess Payments – The Rago Family Limited Partnership, referred to Miscellaneous Matters Committee.
- 103-22** Communication from Tax Collector re: Refund of Excess Payments – Corelogic, referred to Miscellaneous Matters Committee.
- 104-22** Communication from Tax Collector re: Refund of Excess Payments – Bass Pro Outdoor World LLC, referred to Miscellaneous Matters Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 105-22** Communication from Central Grants re: Grant Submission: United States Department of Agriculture (USDA) Composting and Food Waste Reduction Grant (CFWR) Program (#24555), referred to Economic and Community Development and Environment Committee.
- 106-22** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Public Health – Preventative Health Strategies at Work in Connecticut Communities (#24605), referred to Economic and Community Development and Environment Committee.
- 107-22** Communication from Central Grants re: Grant Submission: Subrecipient Agreement between the City and Ledge Light Health District regarding the State of Connecticut Department of Public Health – Public Health Emergency Preparedness Grant (#24221), referred to Economic and Community Development and Environment Committee.
- 108-22** Communication from Central Grants re: Grant Submission: Connecticut Department of Transportation (CT DOT) Community Connectivity Grant Program (#24395), referred to Economic and Community Development and Environment Committee.
- 109-22** Communication from Central Grants re: Grant Submission: The Justice Education Center – Project Safe Neighborhoods (#24485), referred to Public Safety and Transportation Committee.
- 110-22** Communication from Mayor re: Proposed Professional Services Agreement with Griffin & Strong P.C. regarding the creation of a New Disparity Study, referred to Contracts Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *96-22** Budget and Appropriations Committee Report re: Amendment to the Municipal Code of Ordinances, amend Section 2.36.010 – Officers’ and Unaffiliated Employee Salaries for the purposes of adding a New Part-Time Salary for the position of OPM Director under the subsection, Executive Appointed Officials at Grade 8.
- *77-22** Public Safety and Transportation Committee Report re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Project LifeSaver Program (#24420).
- *78-22** Public Safety and Transportation Committee Report re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program.
- *93-22** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Acquisition of chronically Vacant and Blighted Properties in accordance with the Hollow Neighborhood Revitalization Zone Plan as amended.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *94-22** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Acquisition of a chronically Vacant and Blighted Property at 330 Myrtle Avenue in accordance with the South End Neighborhood Revitalization Zone Plan as amended.
- *95-22** Contracts Committee Report re: Agreement with the Bridgeport Police Local, #1159 and Council #4 AFSCME, AFL-CIO for the period of July 1, 2021 through June 30, 2026 regarding their Bargaining Unit Contract.
- *85-22** Education and Social Services Committee Report re: Grant Submission: Connecticut State Department of Education FY23 – FY25 Bureau of Health/Nutrition, Family Services and Education – After-School Grant Program for Grades K-12 (Lighthouse After-School Program).

MATTERS TO BE ACTED UPON:

- 90-22** Contracts Committee Report re: Agreement with the Bridgeport City Attorneys' Union, Local 1303-272, Council #4, AFSCME, AFL-CIO for the period of January 1, 2023 through December 31, 2026 regarding their Bargaining Unit Contract.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, AUGUST 7, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME

SUBJECT

1.) John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Democracy - Bridgeport.

2.) Harry Cohen
310 Douglas Street
Bridgeport, CT 06606

Need for better sidewalk and infrastructure.

**CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
MONDAY, AUGUST 7, 2023
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT 06604**

CALL TO ORDER

Council Member Newton called the public speaking portion of the meeting to order at 6:30 p.m.

ROLL CALL

The Assistant City Clerk, Frances Ortiz called the roll.

- 130th District: Scott Burns, Matthew McCarthy
- 131st District: Jorge Cruz, *Tyler Mack*
- 132nd District: *Rolanda Smith*
- 133rd District: Aikeem Boyd, Jeanette Herron
- 134th District: *Michelle Lyons*, AmyMarie Vizzo-Paniccia
- 135th District: Mary McBride-Lee, Rosalina Roman-Christy (6:35 p.m.)
- 136th District: *Frederick Hodges, Alfredo Castillo*
- 137th District: *Aidee Nieves*, Maria Valle
- 138th District: Maria Pereira, Samia Suliman (6:45 p.m.)
- 139th District: Ernest Newton

RECEIVED
CITY CLERKS OFFICE
23 AUG 14 PM 1:32
ATTEST
CITY CLERK

A quorum was present. Names shown in italics did not respond when the roll was called.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, AUGUST 7, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME

SUBJECT

Lesly Valbrun

Greater Bridgeport NAACP
P. O. Box 287
Bridgeport, CT

Dr. Lesly Valbrun came forward and said that he attended UB and later went on to teach at UB. He said that he had directed the NAACP at the college and was now taking over the regional office.

City of Bridgeport
City Council
Regular Meeting
August 7, 2023

Council Member Roman-Christy joined the meeting at 6:34 p.m.

Dr. Valbrun said that it was important to advance the black and brown community economically. He said that he would like to be the standard bearer for the nation and to empower the small businesses. Dr. Valbrun said that no one likes to pay taxes and he sees how much he pays on every paycheck. This means they have to attract the businesses to Bridgeport and create policies to enable people and enact the change.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Democracy - Bridgeport.

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

Does anyone not pay attention when a speaker indicates, "this is my friend, my brother, or neighbor, "'in whom I am well pleased"'? You doubtless have heard the scripture using the translation 'well pleased.' While we look out to our community, who do we see fitting a definition that deserves your designation of any individual who causes you pride, hope, and calls you to a state of "well pleased"?

It is summer 2023 in the City of Bridgeport and in less than a month an incumbent mayor elected by the people (or a minority of folks who are registered voters) faces a primary challenge. Perhaps three other members of his partisan group, the Bridgeport Democratic party who hear and see municipal issues and concerns in the city at-large, disagree enough to contest the administration of the incumbent. In the past three decades, this Mayor has served nearly 20 years in office, in addition to serving seven years as a Federal convicted inmate for his multiple corrupt activities while serving the highest municipal office initially.

Faith cultures and political traditions set standards for future behavior when one admits to behavior otherwise not condoned by a community. In the Bridgeport situation the larger community never were actual witnesses to a confession including a pledge of remorse and change in the future. Anyone looking for a change in caring about people in general and more inclusion of a large and diverse population in line with democratic practices will be disappointed. That is why several members of the community are seeking the highest office at the moment. And they have found support for change in many of your districts too. Ability, experience, integrity, and caring are present character values among them.

Who among you supports improving outcomes in Bridgeport by raising the bar for data and decision-making to be better observed? Who believes that better administrative practices including regular training and evaluation will create better and faster execution by City employees of their work effort? Who understands that recruiting and selection of quality employees and regular oversight of their activities, rather than their personalities, may move us forward

dramatically? The short of it is: Who cares? About student outcomes year after year using adequate resources? About public safety in homes, at work, at gatherings, or on the street? About listening to a public that is frustrated and turned off today? Time will tell.

Harry Cohen
310 Douglas Street
Bridgeport, CT 06606

Need for better sidewalk and infrastructure.

Council Member Newton called Mr. Cohen forward. There was no response. He called two more times with no success.

Mr. Jermaine Rogers
1188 Main Street
Bridgeport, CT

Mr. Rogers came forward and said that this was his fourth time addressing the Council. He asked if any of the Council Members had looked to see if there were any FOI requests taken care of during the last few weeks. The majority of the Council are minorities. He said that there were three Council Members who had told him that they had seen some FOI requests answered. He said that he would keep coming over and over until he has a piece of paper that shows him the number of inquiries when they started and how many inquiries have been handled.

Chris Caruso
208 Beechmont Avenue
Bridgeport, CT 06606

Mr. Caruso came forward and greeted the Council Members. He said that there were particular rules and policies that assures the public that they can trust them. The Council should create a Commission to update the Code of Ethics which hasn't been done since 1985 and give the Ethics Committee some teeth.

Council Member S. Suliman joined the meeting at 6:45 p.m.

He reminded everyone that the gratuities from developers to the administration needs to be examined. He pointed out that the former Police Chief and the former Personnel Director were investigated by the FBI and charges were brought. The Ethics Committee should have been aware of these issues.

ADJOURNMENT

Council Member Newton closed the public session at 7:07 p.m.

Respectfully submitted,

Telesco Secretarial Services

City of Bridgeport
City Council
Regular Meeting
August 7, 2023

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, AUGUST 7, 2023

7:00 PM

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

CALL TO ORDER

Mayor Ganim called the Regular Meeting of the City Council to order at 7:00 p.m.

PRAYER

Mayor Ganim asked Council Member McBride-Lee to lead those present in prayer.

Council Member Vizzo-Paniccia requested a moment of silence for former Bridgeport Firefighter John D'Ausilio recently died. Council Member Vizzo-Paniccia then read the following into the record:

Mr. John D'Ausilio, who died on June 25, 2023 was a long-time retired Bridgeport Firefighter who was very involved in many volunteer and Italian organizations in many capacities. He was a longtime friend and a very dedicated family man, dad and grandfather. May John rest in peace and God bless his family.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

The Assistant City Clerk called the roll.

130th District: Scott Burns, Matthew McCarthy
131st District: Jorge Cruz, *Tyler Mack*
132nd District: *Rolanda Smith*
133rd District: Aikeem Boyd, Jeanette Herron
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Mary McBride-Lee, Rosalina Roman Christy
136th District: Frederick Hodges, Alfredo Castillo

137th District: Aidee Nieves, Maria Valle
138th District: Maria Pereira, Samia Suliman
139th District: Ernest Newton

A quorum was present. Names shown in italics did not respond when the roll was called. Council Member Vizzo-Paniccia noted that Council Member Smith was absent due to a death in her family.

MINUTES FOR APPROVAL:

• **June 5, 2023**

**** COUNCIL MEMBER PEREIRA MOVED TO APPROVE THE MINUTES OF THE JUNE 5, 2023 MINUTES.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF THE JUNE 5, 2023 MEETING AS SUBMITTED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

97-22 Communication from Mayor re: Proposed Capital Plan Amendment to FY 2024-2028 for the complete rehabilitation of John Winthrop Elementary School per State Project #015-0182RNV/EA, referred to Budget and Appropriations Committee.

98-22 Communication from City Attorney re: Proposed Amendment to the Municipal Code of Ordinances, amend Chapter 12.08 – Street, Sidewalk and Driveway Construction and Maintenance, referred to Ordinance Committee.

99-22 Communication from City Attorney re: Proposed Amendment to the Municipal Code of Ordinances, amend Chapter 12.12 – Excavations, referred to Ordinance Committee.

100-22 Communication from Mayor re: Appointment of Ayo Haynes (D) to the Fair Rent Commission, referred to Miscellaneous Matters Committee.

101-22 Communication from Tax Collector re: Refund of Excess Payments – MTG Realty LLC, Savings Bank of Danbury, referred to Miscellaneous Matters Committee.

102-22 Communication from Tax Collector re: Refund of Excess Payments – The Rago Family Limited Partnership, referred to Miscellaneous Matters Committee.

103-22 Communication from Tax Collector re: Refund of Excess Payments – Corelogic, referred to Miscellaneous Matters Committee.

104-22 Communication from Tax Collector re: Refund of Excess Payments – Bass Pro Outdoor World LLC, referred to Miscellaneous Matters Committee.

105-22 Communication from Central Grants re: Grant Submission: United States Department of Agriculture (USDA) Composting and Food Waste Reduction Grant (CFWR) Program (#24555), referred to Economic and Community Development and Environment Committee.

106-22 Communication from Central Grants re: Grant Submission: State of Connecticut Department of Public Health – Preventative Health Strategies at Work in Connecticut Communities (#24605), referred to Economic and Community Development and Environment Committee.

107-22 Communication from Central Grants re: Grant Submission: Subrecipient Agreement between the City and Ledge Light Health District regarding the State of Connecticut Department of Public Health – Public Health Emergency Preparedness Grant (#24221), referred to Economic and Community Development and Environment Committee.

108-22 Communication from Central Grants re: Grant Submission: Connecticut Department of Transportation (CT DOT) Community Connectivity Grant Program (#24395), referred to Economic and Community Development and Environment Committee.

109-22 Communication from Central Grants re: Grant Submission: The Justice Education Center – Project Safe Neighborhoods (#24485), referred to Public Safety and Transportation Committee.

110-22 Communication from Mayor re: Proposed Professional Services Agreement with Griffin & Strong P.C. regarding the creation of a New Disparity Study, referred to Contracts Committee.

111-22 Communication from Mayor re: Appointment of Elizabeth Gonzalez (D) to the Fair Rent Commission, referred to Miscellaneous Matters Committee.

112-22 Communication from Mayor re: Appointment of Soledad Nunez (D) to the Planning and Zoning Commission, referred to Miscellaneous Matters Committee.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED THE FOLLOWING COMMUNICATIONS BE REFERRED TO COMMITTEES:**

97-22 COMMUNICATION FROM MAYOR RE: PROPOSED CAPITAL PLAN AMENDMENT TO FY 2024-2028 FOR THE COMPLETE REHABILITATION OF JOHN WINTHROP ELEMENTARY SCHOOL PER STATE PROJECT #015-0182RNV/EA, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

98-22 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, AMEND CHAPTER 12.08 – STREET, SIDEWALK AND DRIVEWAY CONSTRUCTION AND MAINTENANCE, REFERRED TO ORDINANCE COMMITTEE.

99-22 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, AMEND CHAPTER 12.12 – EXCAVATIONS, REFERRED TO ORDINANCE COMMITTEE.

100-22 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF AYO HAYNES (D) TO THE FAIR RENT COMMISSION, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

101-22 COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS – MTG REALTY LLC, SAVINGS BANK OF DANBURY, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

102-22 COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS – THE RAGO FAMILY LIMITED PARTNERSHIP, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

103-22 COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS – CORELOGIC, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

104-22 COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS – BASS PRO OUTDOOR WORLD LLC, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

105-22 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) COMPOSTING AND FOOD WASTE REDUCTION GRANT (CFWR) PROGRAM (#24555), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

106-22 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH – PREVENTATIVE HEALTH STRATEGIES AT WORK IN CONNECTICUT COMMUNITIES (#24605), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

107-22 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: SUBRECIPIENT AGREEMENT BETWEEN THE CITY AND LEDGE LIGHT HEALTH DISTRICT REGARDING THE STATE OF

CONNECTICUT DEPARTMENT OF PUBLIC HEALTH – PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT (#24221), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

108-22 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CONNECTICUT DEPARTMENT OF TRANSPORTATION (CT DOT) COMMUNITY CONNECTIVITY GRANT PROGRAM (#24395), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

109-22 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: THE JUSTICE EDUCATION CENTER – PROJECT SAFE NEIGHBORHOODS (#24485), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

110-22 COMMUNICATION FROM MAYOR RE: PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH GRIFFIN & STRONG P.C. REGARDING THE CREATION OF A NEW DISPARITY STUDY, REFERRED TO CONTRACTS COMMITTEE.

111-22 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF ELIZABETH GONZALEZ (D) TO THE FAIR RENT COMMISSION, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

112-22 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF SOLEDAD NUNEZ (D) TO THE PLANNING AND ZONING COMMISSION, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***96-22 Budget and Appropriations Committee Report re: Amendment to the Municipal Code of Ordinances, amend Section 2.36.010 – Officers’ and Unaffiliated Employee Salaries for the purposes of adding a New Part-Time Salary for the position of OPM Director under the subsection, Executive Appointed Officials at Grade 8.**

***77-22 Public Safety and Transportation Committee Report re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Project LifeSaver Program (#24420).**

***78-22 Public Safety and Transportation Committee Report re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program.**

***93-22 Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Acquisition of chronically Vacant and Blighted Properties in accordance with the Hollow Neighborhood Revitalization Zone Plan as amended.**

***94-22 Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Acquisition of a chronically Vacant and Blighted Property at 330 Myrtle Avenue in accordance with the South End Neighborhood Revitalization Zone Plan as amended.**

***95-22 Contracts Committee Report re: Agreement with the Bridgeport Police Local, #1159 and Council #4 AFSCME, AFL-CIO for the period of July 1, 2021 through June 30, 2026 regarding their Bargaining Unit Contract.**

Mayor Ganim asked if there was anyone who wished to remove an item from the Consent Calendar.

Council Member Vizzo-Paniccia requested Agenda Item 96-22 be removed.
Council Member Burns requested Agenda Items 93-22 and 94-22 be removed.
Council Member Pereira requested Agenda Item 95-22 be removed.

The Assistant City Clerk read the remaining items into the record.

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

***77-22 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON AGING (SWCAA) – TITLE III FUNDING OLDER AMERICANS ACT GRANT PROGRAM – PROJECT LIFESAVER PROGRAM (#24420).**

***78-22 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: DEPARTMENT OF HOMELAND SECURITY (DHS) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PORT SECURITY GRANT PROGRAM.**

***85-22 EDUCATION AND SOCIAL SERVICES COMMITTEE REPORT RE: GRANT SUBMISSION: CONNECTICUT STATE DEPARTMENT OF EDUCATION FY23 – FY25 BUREAU OF HEALTH/NUTRITION, FAMILY SERVICES AND EDUCATION – AFTER-SCHOOL GRANT PROGRAM FOR GRADES K-12 (LIGHTHOUSE AFTER-SCHOOL PROGRAM).**

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

96-22 Budget and Appropriations Committee Report re: Amendment to the Municipal Code of Ordinances, amend Section 2.36.010 – Officers’ and Unaffiliated Employee Salaries for the purposes of adding a New Part-Time Salary for the position of OPM Director under the subsection, Executive Appointed Officials at Grade 8.

**** COUNCIL MEMBER BURNS MOVED AGENDA ITEM 96-22 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, AMEND SECTION 2.36.010 – OFFICERS’ AND UNAFFILIATED EMPLOYEE SALARIES FOR THE PURPOSES OF ADDING A NEW PART-TIME SALARY FOR THE POSITION OF OPM DIRECTOR UNDER THE SUBSECTION, EXECUTIVE APPOINTED OFFICIALS AT GRADE 8.**

**** THERE WAS A SECOND.**

Council Member Pereira said that she opposed this because someone retired and was wanted to stay on. They were claiming they would only be working 19 hours. The residents don't understand how someone could make \$119,000 for 19 hours of work. Graveyards are filled with irreplaceable people.

Mayor Ganim left the meeting at 7:10 p.m. Council Member Newton assumed the chairmanship.

Council Member Vizzo-Paniccia said that the item had gone through the Committee and passed, but after thinking it over she felt that there should be a time limit and the pay should be adjusted. She said that she would be voting against it.

Council Member McBride-Lee said that they keep saying that they should do the best for the City and reminded everyone that some people go to school and earn their degrees and qualification for the job.

Mayor Ganim rejoined the meeting at 7:15 p.m.

Council Member Herron said that they have had interim Directors for departments. It is time to train the people to replace the department heads because this is an aging department. The Council has had this conversation over and over again.

Discussion followed.

**** THE MOTION ON AGENDA ITEM 96-22 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, AMEND SECTION 2.36.010 – OFFICERS’ AND UNAFFILIATED EMPLOYEE SALARIES FOR THE PURPOSES OF ADDING A NEW PART-TIME SALARY FOR THE POSITION OF OPM DIRECTOR UNDER THE SUBSECTION, EXECUTIVE APPOINTED OFFICIALS AT GRADE 8 PASSED WITH TWELVE (12)**

IN FAVOR (BURNS, MCCARTHY, BOYD, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, AND NEWTON) AND FOUR (4) AGAINST (CRUZ, VIZZO-PANICCIA, LYONS AND PEREIRA).

93-22 Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Acquisition of chronically Vacant and Blighted Properties in accordance with the Hollow Neighborhood Revitalization Zone Plan as amended.

**** COUNCIL MEMBER BURNS MOVED TO TABLE AGENDA ITEM 93-22 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE ACQUISITION OF CHRONICALLY VACANT AND BLIGHTED PROPERTIES IN ACCORDANCE WITH THE HOLLOW NEIGHBORHOOD REVITALIZATION ZONE PLAN AS AMENDED.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

95-22 Contracts Committee Report re: Agreement with the Bridgeport Police Local, #1159 and Council #4 AFSCME, AFL-CIO for the period of July 1, 2021 through June 30, 2026 regarding their Bargaining Unit Contract.

**** COUNCIL MEMBER NEWTON MOVED AGENDA ITEM 95-22 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH THE BRIDGEPORT POLICE LOCAL, #1159 AND COUNCIL #4 AFSCME, AFL-CIO FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2026 REGARDING THEIR BARGAINING UNIT CONTRACT.**

**** COUNCIL MEMBER LYONS SECONDED.**

Council Member Newton said that the Council Members had discussed this and felt that they should have some say so in the contract terms. He said that the officers should have to commit to a number of years in Bridgeport. Discussion followed.

Council Member Pereira said that it was an expensive contract. She outlined a number of issues that she had with the grievances bypassing the Police Commission. she said that there was no cost analysis on the pay increases among other things.

Council Member McBride-Lee pointed out that the union had voted on this and if it was okay with them, then it should be okay with the Council. People earn things.

**** THE MOTION ON AGENDA ITEM 95-22 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH THE BRIDGEPORT POLICE LOCAL, #1159 AND COUNCIL #4 AFSCME, AFL-CIO FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2026 REGARDING THEIR BARGAINING UNIT CONTRACT PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, BOYD, HERRON, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO,**

HODGES, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) AGAINST (PEREIRA).

MATTERS TO BE ACTED UPON:

90-22 Contracts Committee Report re: Agreement with the Bridgeport City Attorneys' Union, Local 1303-272, Council #4, AFSCME, AFL-CIO for the period of January 1, 2023 through December 31, 2026 regarding their Bargaining Unit Contract.

**** COUNCIL MEMBER HERRON MOVED AGENDA ITEM 90-22 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH THE BRIDGEPORT CITY ATTORNEYS' UNION, LOCAL 1303-272, COUNCIL #4, AFSCME, AFL-CIO FOR THE PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2026 REGARDING THEIR BARGAINING UNIT CONTRACT.**

**** COUNCIL MEMBER BURNS SECONDED.**

Council Member Pereira said that it was a violation of the ethics. Atty. Anastasi was at the bargaining table and his niece is a member of the Union.

**** THE MOTION TO APPROVE AGENDA ITEM 90-22 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH THE BRIDGEPORT CITY ATTORNEYS' UNION, LOCAL 1303-272, COUNCIL #4, AFSCME, AFL-CIO FOR THE PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2026 REGARDING THEIR BARGAINING UNIT CONTRACT PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, BOYD, HERRON, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) AGAINST (PEREIRA).**

**** COUNCIL MEMBER VALLE MOVED TO SUSPEND THE RULES TO ADD AN ITEM INVOLVING A RESOLUTION REGARDING SIDEWALK REPAIR PILOT PROGRAM TO THE AGENDA FOR REFERRAL TO THE PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.**

**** COUNCIL MEMBER CASTILLO SECONDED. (ITEM #113-22)**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER VALLE MOVED TO REFER AN ITEM INVOLVING A RESOLUTION REGARDING SIDEWALK REPAIR PILOT PROGRAM THE PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY. (ITEM #113-22)**

ADJOURNMENT

- ** COUNCIL MEMBER CRUZ MOVED TO ADJOURN.**
- ** COUNCIL MEMBER CASTILLO SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:02 p.m.

Respectfully submitted,
Telesco Secretarial Services



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

JOSEPH P. GANIM
Mayor

COMM. 97-22 Ref'd to Budget & Appropriations
Committee on 08/07/2023.

July 12, 2023

Honorable City Council Members
C/O of Lydia Martinez, City Clerk
Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RE: **FY 24-28 Five Year Capital Budget Proposed Amendment- John Winthrop Elementary School**

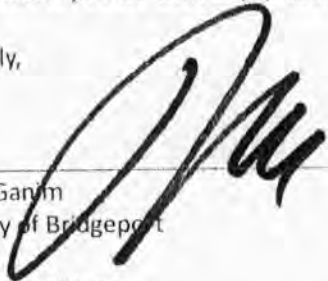
Dear Honorable Members,

The Office of the Mayor hereby submits the attached Proposed Five-Year Capital Budget (FY 2024-2028) Amendment to be added to the City Council agenda for referral to the Budget and Appropriations Committee.

The proposed amendment in FY 2024 is to appropriate approximately \$17,900,000 of the City share of the \$75,000,000 for the complete rehabilitation of John Winthrop Elementary School per State Project #015-0182RNV/EA.

Please contact my office with any questions.

Respectfully,



Joseph P. Ganim
Mayor, City of Bridgeport

cc: Aidee Nieves
Scott Burns
Ernest Newton
Daniel Shamas
Janene Hawkins
Nestor Nkwo
Kenneth Flatto
Francis Ortiz
Thomas Gaudett

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CITY OF BRIDGEPORT OFFICE OF POLICY AND MANAGEMENT FY24-28 PROPOSED MID YEAR CAPITAL PLAN AMENDMENT- BAC								
PROJECT DESCRIPTIONS	FY2022 Council Adopted Capital Plan Amended	FY2023 Council Adopted Capital Plan	FY2024 Proposed Capital Plan Amendment	FY2025 Council Adopted Capital Plan	FY2026 Council Adopted Capital Plan	FY2027 Council Adopted Capital Plan	FY2028 Council Adopted Capital Plan	Total Proposed Capital Plan Amendment FY2024- FY2028
BOARD OF EDUCATION:								
BOE - Maintenance Veh. Cargo Vans (2 units)		100,000						0
New Bassick High School(City Share) Amended *	3,500,000	88,000						0
Nutrition Center-Roof Replacement (21% City Share)	554,000	190,000	200,000	500,000				200,000
District Wide Sidewalk Concrete Repairs				250,000				500,000
Dunbar School-Elevator Repairs								250,000
Blackham - Renovate Student/Faculty Bathrooms			750,000					750,000
Blackham - Pavement Repairs/Replacement			262,500					262,500
Maplewood Classical Studies -Roof Replacement (21%) City Share		800,000						0
Jettie Tisdale - Turf Baseball Field			315,000					315,000
Read School- Roof Replacement(21% City Share)			300,000					300,000
Read School- Elevator Repairs/Upgrades			500,000					500,000
Read School- Pavement Replacement								0
Curiale School-Roof Replacement(21%) City Share	378,000							0
John Winthrop School-Renovate/New(City Share)Amendment*		75,000	17,800,000					17,800,000
Curiale School-Renovate Entire bathrooms				200,000				200,000
Curiale School-Replace Gym Floor		250,000						0
JFK Multicultural - Playground				400,000				400,000
JFK Campus - Common Area- Elevator Repairs								0
JFK Campus - Common Area- Paving throughout campus		750,000						0
JFK Campus - Common Area- Restroom Upgrades		125,000						0
Bryant School -Asphalt Work/Pavement Replacement			100,000					100,000
Edison School - Roof Replacement (21%) City Share		200,000						0
Beardsley School - Electrical Upgrades		100,000						0
Beardsley School - Exterior Walls Pointing		150,000						0
Marin School - New Playground		175,000						0
Marin School - Paving		250,000						0
Hallen School - Paving- Parking Lot		100,000						0
TOTAL BOARD OF EDUCATION	4,432,000	3,353,000	20,227,500	1,350,000	0	0	0	21,577,500

**CITY OF BRIDGEPORT
OFFICE OF POLICY AND MANAGEMENT
FY24-28 PROPOSED MID YEAR CAPITAL PLAN AMENDMENT- BAC**

PROJECT DESCRIPTIONS	FY2022 Council Adopted Capital Plan Amended	FY2023 Council Adopted Capital Plan	FY2024 Proposed Capital Plan Amendment	FY2025 Council Adopted Capital Plan	FY2026 Council Adopted Capital Plan	FY2027 Council Adopted Capital Plan	FY2028 Council Adopted Capital Plan	Total Proposed Capital Plan Amendment FY2024- FY2028
ECONOMIC DEVELOPMENT:								
Downtown Capital Improvements								0
City Wide Waterfront Development and Management / Acquisition	0	700,000			1,000,000		1,000,000	2,000,000
City Owned Properties-Development Ready Program Lafayette Blvd/Fairfield Ave./Redesign-(10 %City Match)	650,000	660,000		219,000				1,000,000
Remington Arms Site Improvement(FY20 Amendment)*	3,000,000	2,000,000						219,000
Gateway To South End/Citywide Strategic Acquisition	1,000,000	0		1,000,000			1,000,000	0
Flight / Demolition / Clean Up/Property Management	0	0						0
Letland St. Parking Garage Addition/Expansion**	500,000	0	500,000					0
Seaview Ave Corridor/Waterfront Proj(20% city match)(Amended)*								500,000
TOTAL ECONOMIC DEVELOPMENT	5,150,000	3,360,000	500,000	1,219,000	1,000,000	2,000,000	2,000,000	6,719,000
PUBLIC FACILITIES:								
Roadway Paving, Culverts, Intersections(Amendment)*	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	15,000,000
Paving City-City Parking Lots	1,000,000	425,000	700,000			200,000		200,000
Wonderland of Ice - Roof Replacement		100,000						700,000
Wonderland of Ice Doors-Replacement			1,000,000					1,000,000
Newfield Boat Launch & Ramp Complete Repair**	1,336,000							0
Police Hq -Upper & Lower Parking Decks/Rooftop	1,000,000	1,100,000	600,000	1,000,000	1,000,000	1,000,000	1,000,000	4,600,000
Public Facilities Equipment		2,700,000	1,000,000		1,000,000			3,000,000
City Wide Building & Security Improvements		375,000						0
Public Facilities Buildings at 990 Housatonic Avenue	2,500,000							0
New East Side Senior Center-Old Engine 10/Putnam St.	1,126,000							0
Klein Memorial Auditorium -Masonry/Roof Replacement			378,763		150,000			150,000
Facilities Assessments /Planning Studies	213,000	0						0
Various Airport Improvements/Equipment's Projects	340,000	350,000	165,000	100,000	100,000	100,000	100,000	378,763
Parks Maintenance Equip(Include Golf Course)		300,000		500,000	500,000	500,000		565,000
Various Parks Improvements - Citywide				200,000	1,000,000			1,000,000
Side Walks/Street scape Replacements						200,000	100,000	400,000
Citywide Deco Lights								100,000
Traffic Lights Upgrades		1,250,000	670,000					670,000
Perry Memorial Arch.		150,000	125,000				150,000	400,000
Fennis Courts Improvement - Citywide		0	600,000					600,000
Kennedy Stadium								0

CITY OF BRIDGEPORT							OFFICE OF POLICY AND MANAGEMENT	
FY24-28 PROPOSED MID YEAR CAPITAL PLAN AMENDMENT- BAC							FY2024-28 PROPOSED MID YEAR CAPITAL PLAN AMENDMENT- BAC	
PROJECT DESCRIPTIONS	FY2022 Council Adopted Capital Plan Amended	FY2023 Council Adopted Capital Plan	FY2024 Proposed Capital Plan Amendment	FY2025 Council Adopted Capital Plan	FY2026 Council Adopted Capital Plan	FY2027 Council Adopted Capital Plan	FY2028 Council Adopted Capital Plan	Proposed Capital Plan Amendment FY2024- FY2028
	0	350,000		100,000	100,000	100,000	150,000	450,000
Park Restrooms - Citywide	150,000	200,000	225,000	400,000	500,000	500,000	1,125,000	1,125,000
Golf Course Improvements	150,000	150,000		190,000			190,000	190,000
Bearsley Zoo - Parking Lot Paving	250,000							0
Woodrow Avenue Bridge Design - City Match+50% City Share		200,000		1,250,000	1,500,000	1,500,000	250,000	1,250,000
Island Brook Ave/ Over Pequanock Design-City Match		350,000		250,000	1,500,000	1,500,000	1,500,000	500,000
Citywide Bridges Engineering Assessment		200,000		0	1,000,000	1,000,000	1,000,000	4,500,000
Additional Bridge Construction-City Share		350,000		1,000,000	1,000,000	1,000,000	1,000,000	4,000,000
Rooster River Conduit - Design/Rehab./Flood Control		250,000		1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Island Brook Flood Control - Design- City Share		100,000		1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Northeast Flood Control - Design City Share								1,000,000
Ox Brook Flood Control - Design City Share								1,000,000
TOTAL PUBLIC FACILITIES	11,065,000	11,350,000	8,463,763	11,115,000	9,350,000	8,200,000	8,150,000	45,278,763
OTHER DEPARTMENTS:								
Fire Apparatus Replacement Program / Vehicles	750,000	1,650,000		300,000	1,000,000		1,000,000	2,300,000
Replacement/Construction of New Fire Station 12	0	1,142,000	2,500,000	5,000,000	5,000,000			7,500,000
WPCA Capital Improvements (Amended)*			1,520,000	1,288,000	625,000	850,000	290,000	4,573,000
New Police Station Headquarters			2,500,000	600,000				2,500,000
Bpt. Library Proj.-Computers, floor,furniture,electrical,windows	100,000				6,500,000			600,000
New North End/Reservoir Avenue Library/Study/Design	850,000	2,792,000	6,520,000	2,188,000	13,125,000	850,000	1,290,000	6,500,000
TOTAL OTHER DEPARTMENTS	21,497,000	20,855,000	35,711,263	15,872,000	23,475,000	11,050,000	11,440,000	97,548,263

CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

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

CITY ATTORNEY
Mark T. Anastasi

999 Broad Street

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

Bridgeport, CT 06604-4328

ASSOCIATE CITY ATTORNEYS

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



James Maye (x8137)
James.Maye@bridgeportCT.gov

July 20, 2023

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

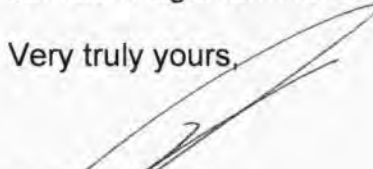
Re: Proposed Amendment to the Municipal Code of Ordinances:
Chapter 12.08 – Street, Sidewalk and Driveway Construction and Maintenance

Dear Honorable City Council Members,

The Director of Public Facilities, Craig Nadrizny, proposes to amend the above captioned chapter of the Bridgeport Municipal Code. The proposed amendment grants authority to the director of public facilities to make alterations, repairs and repaving on city streets and negotiate paving and contribution from utilities companies and contractors that perform services impacting city streets.

Kindly be advised that the ordinance amendment, as proposed, is of proper and sufficient legal form for adoption as required by Chapter 5, Section 9 of the City Charter.

Very truly yours,


James T. Maye
Associate City Attorney

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CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

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James Maye (x8137)
James.Maye@bridgeportCT.gov

Executive Summary

Re: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES: CHAPTER 12.08

To: Honorable City Council Members

From: James T Maye, Esq.

Dated: July 20, 2023

Pursuant to City Council Rule XIII, Section 15, below please find the required information:

a. Submission Title

Proposed Amendment to the Municipal Code of Ordinances, amend Chapter 12.08 – Street, Sidewalk and Driveway Construction and Maintenance.

b. Submitting Entity

Director of Public Facilities, Craig Nadrizny

c. Contact Person

Director of Public Facilities, Craig Nadrizny

(203) 576-77130 - craig.nadrizny@bridgeportct.gov

d. Approval Deadline

The next occurring City Council meeting, following Ordinance Committee approval, if possible.

e. Matter Summary

This submission is a proposed amendment to City Ordinance Chapter 12.08. The proposed amendment grants authority to the director of public facilities to make alterations, repairs and repaving on city streets and negotiate paving and contribution from utilities companies and contractors that perform services impacting city streets.

f. City Council Action Requested

Referral to Ordinance Committee and approval of the proposed amendments.

g. Financial Impact Analysis

No cost to the City. In fact, the amendment increase contractor's license fees which will have a positive impact on the budget.

h. Funding Budget-Line

\$0 for FY 2023-2024 will be paid from the annual operating budget of any department.

i. Proposed Motion

BE IT ORDAINED by the City Council of the City of Bridgeport that, effective upon publication, the Municipal Code of Ordinances, **Chapter 12.08 – Street, Sidewalk and Driveway Construction and Maintenance**, is hereby amended as follows ...

RESOLUTION

*AMENDMENT TO CHAPTER 12.08 – STREET, SIDEWALK AND DRIVEWAY
CONSTRUCTION AND MAINTENANCE*

WHEREAS, Bridgeport Code of Ordinances Chapter 12.08 does not provide the director of public facilities discretion to make pavement alterations and repairs on city streets without approval of City Council of Bridgeport; and

WHEREAS, there is a need to clarify that City Council of Bridgeport approval is necessary for the layout of city streets; and

WHEREAS, there is a need to increase the bonding requirements for contractors including duration of bond and amount of bond; and

WHEREAS, it is in the best interest of the City that Chapter 12.12 be amended to rectify these sections.

NOW, THEREFORE, **BE IT ORDAINED** by the City Council of the City of Bridgeport that, effective upon publication, the Municipal Code of Ordinances **CHAPTER 12.08 – Street, Sidewalk And Driveway Construction And Maintenance** is hereby amended and restated as provided in **Schedule A** attached hereto and made a part hereof.

SCHEDULE A

Title 12 - STREETS, SIDEWALKS AND PUBLIC PLACES
Chapter 12.08 STREET, SIDEWALK AND DRIVEWAY CONSTRUCTION AND MAINTENANCE

**Chapter 12.08 STREET, SIDEWALK AND DRIVEWAY CONSTRUCTION AND
MAINTENANCE**

Article I. In General

12.08.010 Width of streets.

No street shall hereafter be laid out, and no permission given to lay out any such street, and no street shall hereafter be accepted by the [common]city council unless such street shall be at least fifty (50) feet in width.

(Prior code § 27-27)

12.08.020 Establishment of building lines on new streets.

When the committee on highways shall recommend to the [common] city council that a public hearing be held relative to the layout of any street or the acceptance of any street as a public street, it may submit to the [common] city council a recommendation that a building line be established on said street. If the committee on highways shall so recommend, a public hearing shall be had upon its recommendation relative thereto contemporaneously with the hearing to be had on the layout of such street or the acceptance of the same as a public street.

(Prior code § 27-28)

12.08.030 Restrictions as to driveways.

Except as otherwise provided in this code, driveway approaches shall be limited to a width as follows:

- A. For residential properties involving one, two, and three-family structures, a driveway approaches at the property line of a maximum of twenty (20) feet with two-foot flairs at the curb line shall be allowed;
- B. For larger multi-family residential properties such as apartment complexes and condominiums in excess of four units, a driveway approaches at the property line of a maximum of twenty-four (24) feet with three-foot flairs at the curb line shall be allowed; and
- C. For commercial, industrial, and institutional properties such as mixed-use retail centers, office complexes, factories and warehouses, restaurants, and stand-alone commercial properties such as banks, fast-food restaurants and gas stations, a driveway approach at the property line of a maximum of thirty (30) feet with three-foot flairs at the curb line shall be allowed.
- D. No driveway approaches for the same property shall be closer together than twenty-five (25) feet except those uses listed in [subsection] (A) above that would utilize a common driveway.
- E. No driveway approaches at street corners or crosswalks shall be permitted closer than thirty (30) feet from the "stop bar," "crosswalk," "bus stop" and/or intersecting street line.

(Prior code § 27-51)

(Ord. dated 10/1/12)

12.08.040 Restrictions as to curb corners.

All curb corners shall be maintained as safety zones for pedestrians. A curb corner shall constitute the area lying within lines drawn from the point of intersection of any two street lines forty-five (45) degrees to a line, produced, bisecting the included angle of such intersecting street lines, except where such included angle is less than ninety (90) degrees, in which case the curb corner shall constitute the area lying within lines drawn from such point of intersection ninety (90) degrees, to the respective street lines. There shall be no lowering of the curb within the bounds of any curb corner.

(Prior code § 27-52)

12.08.050 Powers of [common] city council as to street paving.

The duties formerly performed by the paving and sewer commission with reference to street paving are vested in the [common] city council, and it shall have sole power to designate the streets on which pavement shall be laid, and the kind and quality of pavement. The city council shall grant authority to the director of public facilities for the pavement activities defined in section 12.08.060 below.

(Prior code § 27-53)

12.08.060 Powers of the Director of Public Facilities as to Street Paving and Sidewalk Repair

The director of public facilities will have discretion to make pavement alterations, repairs and repavings such as mill and overlay and full depth reconstructions on city streets. The director will use his best judgment when making these determinations and will act in the interest of public safety. With regard to street repavings, the director will act in consultation with city council as to the priority of street repavings. Furthermore, the director is committed to a long-term pavement management plan in consultation with city council. Additionally, the director will have authority to negotiate paving and contribution from utility companies and contractors who are obligated to perform paving resulting from utility and sidewalk disturbance. This authority will be discussed further under excavations in Section 12.12.

12.08.070 Duties and powers of committee on highways.

All matters pertaining to [pavement] the layout of any street shall be referred by the [common] city council to the committee on highways for investigation and report. Such committee shall be empowered to order the city engineer to prepare all plans, specifications, maps, profiles and data required for the proper construction and execution of such work; and such engineer shall perform promptly all work so required. Such committee shall further be empowered to demand and receive such information as may be desired by it relative to the progress and costs of construction, the payments made on account thereof or on account of any contracts under which the same may be laid and such other data as it may deem necessary relative to the laying of such pavements or to the contracts therefor.

(Prior code § 27-54)

12.08.[070]080 Permit to extend width of driveway approaches.

Any person desiring a permit for a driveway approach having a greater width than twenty (20) feet at the sidewalk, or any person desiring to establish two driveway approaches for the same property which shall be closer together than twenty-five (25) feet, shall submit to the director of public facilities a written application containing a definite plan showing the location and owner of the property, the length and location of said driveway approach or approaches, proposed grades, type of construction, etc., and the purpose for which said property is to be used. The director of public facilities shall submit such plan with his recommendations and those of the city engineer to the [common]city council, which shall consider the same and shall order the issuance or refusal of such permit.

(Ord. dated 12/21/92 § 75(f); prior code § 27-97)

12.08.[080]090 Sidewalk permit fee.

There is established a fee of seventy-five dollars (\$75.00) for the issuance of a sidewalk permit from the public facilities office.

(Ord. dated 12/21/92 § 75(f); Ord. dated 2/19/91 (part): prior code § 27-92.1)

(Ord. dated 11/3/08; Ord. dated 2/2/09; Ord. dated 5/16/16)

Article II. Sidewalk, Curb, Gutter and Driveway Construction and Repair

12.08.[090]100 Contractor's license required.

No person shall as contractor engage in the work of constructing, relaying or repairing sidewalks, curbs, combined curbs and gutters, or driveways or driveway approaches, upon the public streets, highways, alleys or sidewalks of the city, unless licensed therefor by the director of public facilities. The provisions of this section, however, shall not prevent the making, without license, of minor repairs to an existing sidewalk, curb, combined curb and gutter, or driveway or driveway approach, by the owner of the property on or in front of which such sidewalk, curb, gutter, driveway or driveway approach is located or by such owner's agent.

(Ord. dated 12/21/92 § 75(f); prior code § 27-76)

12.08.[100]110 Applicant for contractor's license required to file bond.

Every applicant for the license required by Section 12.08.[090]100 shall file with the director of public facilities a good and sufficient surety bond, acceptable to the director, in the sum of [ten] twenty thousand dollars (\$1020,000.00), conditioned substantially as follows: that the applicant shall indemnify and save harmless the director of public facilities and the city, its officers, agents and employees, from all claims, suits, liability and actions for or on account of any injury or damage received or sustained by any person by reason of or in consequence of or resulting from any such work performed by the applicant, his servants or agents, or of or from any negligence or omission in safeguarding such work, or of or from any act or omission of said applicant, his servants or agents; that the applicant shall faithfully and in good workmanlike manner perform such work in all respects and comply with the charter and ordinances of the city, with the statutes of the state and with the rules and regulations established by the director of public facilities relative to such work, and with the terms of the permits which may be issued to such licensee. The city shall hold this bond for a duration of no less than three (3) years from issuance of permit or the start of construction, whichever is later. In some cases, and at the reasonable

discretion of the director of public or his designee, a larger bond amount may be required to cover a contractor's work. This bond amount would be established prior to the issuance of permit.

(Ord. dated 12/21/92 § 75(f); Ord. dated 2/19/91 (part): prior code § 27-77)

12.08.[110]120 Qualifications of applicants for contractor's license.

The director of public facilities may license as a walk and curb contractor any person believed by him to be suitable, competent and responsible in and for the performance of such work and who shall comply with the charter and ordinances of the city, the conditions governing such licenses and any rules or regulations established by the director of public facilities for the safe, adequate and workmanlike performance of such work.

(Ord. dated 12/21/92 § 75(f); prior code § 27-78)

12.08.[120]130 Contractor's license fee.

The annual license fee for the license required by Section 12.08.[090]100 shall be one~~two~~ hundred fifty dollars ~~[(150)250.00]~~.

(Ord. dated 2/19/91 (part): prior code § 27-79)

(Ord. dated 11/3/08; Ord. dated 5/16/16)

12.08.[130]140 Revocation of contractor's license.

The director of public facilities shall revoke the license required by Section 12.08.[090]100 for incompetency, for performing negligent or unsafe work, or for any failure, refusal or neglect on the part of the licensee, his agents or servants, to strictly comply with the provisions of any section of the ordinances and charter of the city, or of the statutes of the state or any rules, regulations or specifications established by the director of public facilities relating to the construction, relaying or repairing of sidewalks, curbs, combined curbs and gutters, or driveways or driveway approaches.

(Ord. dated 12/21/92 § 75(f); prior code § 27-80)

12.08.[140]150 Term of contractor's license—Transferability.

All licenses required by Section 12.08.[090]100 shall expire on March 31st of each year next following their date of issuance, unless sooner revoked, and shall not be transferable.

(Prior code § 27-81)

12.08.[150]160 Contractor's permit required.

No licensee under Sections 12.08.[090]100 through 12.08.[140]150 shall commence the construction, relaying or resetting of any sidewalk, curb, combined curb and gutter or driveway or driveway approach, upon any street, highway, public alley or sidewalk of the city unless and until he shall have applied for and received from the director of public facilities on forms provided by the director, a permit for doing such work.

(Ord. dated 12/21/92 § 75(f); prior code § 27-82)

12.08.[160]170 Application for contractor's permit.

The application for the permit required by Section 12.08.[150]160 shall specify the ownership and exact location of the property where the work is to be done, the nature, dimensions and time of such work, and shall stipulate that such work will be done in accordance with the charter and ordinances of the city, the statutes of the state and the rules and regulations established by the director of public facilities relating to such work, and to the satisfaction of the director, and that the licensee will indemnify and save harmless the director of public facilities, the city and its officers, employees and agents, from all damages, loss, liability, actions or costs caused or created by his acts, omissions or negligence while acting under the permit applied for, and relating to or connected with such work.

(Ord. dated 12/21/92 § 75(f); prior code § 27-83)

12.08.[170]180 Contractor's permit to be on premises—Display required.

All permits required by Section 12.08.[150]160 must be on the job during the continuance of the work and must be displayed to all authorized persons, when required.

(Prior code § 27-84)

12.08.[180]190 Term of contractor's permit.

All permits required by Section 12.08.[150]160 shall expire thirty (30) days after the date of issuance, unless sooner revoked.

(Prior code § 27-85)

Article III. Curb, Gutter and Walk Construction Permit

12.08.[190]200 Required.

No person shall construct in any street any new curb or walk, combined curb and gutter, or driveway approach without first obtaining from the director of public facilities a permit in writing to do so. The provisions of this section shall not prevent the making, without such permit, of minor repairs to any existing curb or walk, driveway, or combined curb and gutter, by the owner of the property in front of which the same is located or by the agent of such owner.

(Ord. dated 12/21/92 § 75(f); prior code § 27-86)

12.08.[200]210 Contents—Form.

Permits required by Section 12.08.[190]200 shall be upon blank forms furnished by the director of public facilities and shall specify the ownership and location of the property where the work is to be done and the nature and dimensions of such work.

(Ord. dated 12/21/92 § 75(f); prior code § 27-87)

12.08.[210]220 To be on premises during work—Display.

All permits required by Section 12.08.[190]200 must be on the job during the continuance of the work and must be shown to all authorized persons, when required.

(Prior code § 27-88)

[12.08.220 City engineer to furnish lines and grades prior to work under permit.

Before commencing work under the permit required by Section 12.08.190200, the permittee shall exhibit such permit to the city engineer, who shall furnish the permittee with appropriate line and grade stakes for the work contemplated thereunder. No work shall be done under such permit until such lines and grades shall have been so furnished.

(Prior code § 27-89)]

12.08.230 Supervisory power of director of public facilities over work performed under permit.

All work performed under the permit required by Section 12.08.[190]200 shall be subject to the supervision and inspection of the director of public facilities or his authorized agent, who shall have full power to halt all work being done in violation thereof and to require all work to be completed in conformance therewith. In the event of the neglect or refusal of the permittee or his agent to conform to such requirements, the director of public facilities shall have the power to revoke such permit and to complete such work at the expense of the permittee. Such supervision and inspection shall not relieve the contractor from any obligation to perform the work strictly in accordance with the provisions of this chapter, and with such rules, regulations and specifications as may be adopted hereunder, or from full responsibility for the proper performance and quality of such construction.

(Ord. dated 12/21/92 § 75(f); prior code § 27-90)

12.08.240 Supplementary rules for work performed under permit.

The director of public facilities and the city engineer shall jointly adopt from time to time such rules, regulations and specifications for the conduct of the work to be performed under the permit required by Section 12.08.[190]200 as they may deem necessary. Such specifications shall incorporate approved standards and practices regarding dimensions and quality of curbs, walks, driveway approaches, and combined curbs and gutters, and shall state the proportions and quality of materials to be used in various types of construction. Except where otherwise ordered by the [common]city council, the rear line of all walks shall correspond and be coextensive with the outer line of the highway along which such walks are constructed. The director of public facilities and city engineer shall adhere to appropriate industry standards for material testing and proof of adequate application of those standards as necessary. Testing may be required from the contractor and if requested would be furnished to the office of the city engineer as requested. Failure to supply necessary testing information will constitute a failure to conform to city standards and is subject to revocation of permit and calling of a permittee.

(Ord. dated 12/21/92 § 75(f); prior code § 27-91)

12.08.[250]260 Term.

All permits required by Section 12.08.[190]200 shall expire ninety (90) days after the date of issuance, unless sooner revoked. The contractor will be required to adhere to the full duration of the bond terms stipulated in section 12.08.120.

(Prior code § 27-92)

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James Maye (x8137)
James.Maye@bridgeportCT.gov

July 20, 2023

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

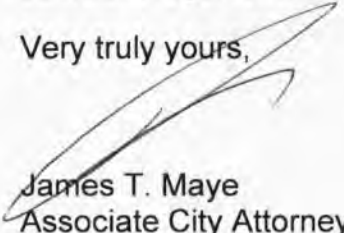
Re: Proposed Amendment to the Municipal Code of Ordinances:
Chapter 12.12 – Excavations

Dear Honorable City Council Members,

The Director of Public Facilities, Craig Nadrizny, proposes to amend the above captioned chapter of the Bridgeport Municipal Code. The proposed amendment clarifies the responsibility of contractors to make proper restoration of the area after excavation of a street, sidewalk, etc., doubles the amount required for a bond, and increases license and permit fees.

Kindly be advised that the ordinance amendment, as proposed, is of proper and sufficient legal form for adoption as required by Chapter 5, Section 9 of the City Charter.

Very truly yours,


James T. Maye
Associate City Attorney

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Executive Summary

Re: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES: CHAPTER 12.12

To: Honorable City Council Members

From: James T Maye, Esq.

Dated: July 20, 2023

Pursuant to City Council Rule XIII, Section 15, below please find the required information:

a. Submission Title

Proposed Amendment to the Municipal Code of Ordinances, amend Chapter 12.12 – Excavations.

b. Submitting Entity

Director of Public Facilities, Craig Nadrizny

c. Contact Person

Director of Public Facilities, Craig Nadrizny

(203) 576-77130 - craig.nadrizny@bridgeportct.gov

d. Approval Deadline

The next occurring City Council meeting, following Ordinance Committee approval, if possible.

e. Matter Summary

This submission is a proposed amendment to City Ordinance Chapter 12.12. The proposed amendment clarifies the responsibility of contractors to make proper restoration of the area after excavation of a street, sidewalk, etc., doubles the amount required for a bond, and increases license and permit fees.

f. City Council Action Requested

Referral to Ordinance Committee and approval of the proposed amendments.

g. Financial Impact Analysis

No cost to the City. In fact, the amendment increases the excavation license fee and public utility excavations permit fee which will have a positive impact on the budget.

h. Funding Budget-Line

\$0 for FY 2023-2024 will be paid from the annual operating budget of any department.

i. Proposed Motion

BE IT ORDAINED by the City Council of the City of Bridgeport that, effective upon publication, the Municipal Code of Ordinances, **Chapter 12.12 – Excavations** is hereby amended as follows ...

RESOLUTION

AMENDMENT TO CHAPTER 12.12 – EXCAVATIONS

WHEREAS, Bridgeport Code of Ordinances Chapter 12.12 does not clearly outline the responsibilities of contractors and utilities companies when they engage in excavation activities; and

WHEREAS, the bonding requirements for companies engaging in excavation activities is inadequate; and

WHEREAS, the City of Bridgeport wants to be sure that contractors restoring pavement not only meet the bonding requirements of the City of Bridgeport but also clarify that the three (3) year bond requirement is separate from the five (5) year guarantee provided by the contractor for compaction and pavement serviceability; and

WHEREAS, it is in the best interest of the City that Chapter 12.12 be amended to rectify these sections.

NOW, THEREFORE, **BE IT ORDAINED** by the City Council of the City of Bridgeport that, effective upon publication, the Municipal Code of Ordinances **Chapter 12.12 – EXCAVATIONS** is hereby amended and restated as provided in **Schedule A** attached hereto and made a part hereof.

SCHEDULE A.

Title 12 - STREETS, SIDEWALKS AND PUBLIC PLACES
Chapter 12.12 EXCAVATIONS

Chapter 12.12 EXCAVATIONS

Article I. In General

12.12.010 Excavations restricted generally.

No person shall make any opening or excavation in any street, highway, public alley or sidewalk, except a state highway, for any purpose whatsoever, except under the control and direction of the director of public facilities and except in conformity with the provisions of this chapter.

(Ord. dated 12/21/92 § 75(f); prior code § 27-42)

12.12.020 Notice of intention to lay pavement.

Whenever it is contemplated to lay any wood, stone, macadam, asphalt or other pavement upon any street, the city clerk shall cause reasonable notice thereof to be given to the proprietors of the lands fronting upon the street to be paved, and shall request such proprietors to cause connections to be made with the utilities, including, but not limited to, sewers, electrical and communication lines, and gas and water mains ("utilities") in such street and their lands before such pavement shall be constructed.

(Prior code § 27-43)

12.12.030 Notice by utility companies prior to making excavations.

Every company engaged in the business of supplying or distributing [either water, gas or electricity and every telephone or telegraph company]utilities shall, before making or causing to be made an opening or excavation in any street or pavement in the city, give written notice of its intention to do so to the director of public facilities, which notice shall specify the time and place where such opening or excavation is to be made and, as near as can be determined, the area to be opened or excavated. The companies are additionally required to perform Call Before You Dig (CBYD) requests for any work to be performed in the city Right of Way and furnish the CBYD number prior to approval of permit.

(Ord. dated 12/21/92 § 75(f); prior code § 27-44)

12.12.040 Restoration after excavation.

Whenever any opening or excavation shall be made in any street, highway, public alley or sidewalk, the [person]contractor making such opening or excavation shall, as soon thereafter as practicable, thoroughly and competently fill in such opening or excavation and tamp and puddle the earth therein to a point four inches from the surface of the highway, so that the same shall not settle [and]. The contractor shall [restore and repave the immediate area thereof to the condition in which it existed before such opening or excavation was made, all] fill the remaining four inches with adequate temporary paving materials, in the manner [directed] and with material prescribed by the director of public facilities-[and to his approval and satisfaction, and, from time to time, for a

period of six months thereafter,]. The contractor shall make [such]all repairs as may be necessary to maintain such [area]temporary paved surface in a safe condition and at the level of the surrounding areas[. If the opening or excavation is made in a paved highway, the person making such opening or excavation shall, after filling in such opening or excavation as provided in this section to a point within three inches of the surface of such highway, fill in the remaining portion thereof with such adequate temporary paving materials and in such manner as shall be approved by the] for a period of six months.

Within six months of the temporary patch, the contractor shall permanently resurface or repave the excavation area. If any such permanent paving shall not be timely and adequately performed, the director of public facilities [and]-shall [result in a temporary paved surface for such opening or excavation, and shall, from time to time thereafter,] make such repairs as [may be]are necessary to maintain [the area so opened or excavated in a safe condition and at]-safety and the contractor shall be liable for the[level] costs of [the surrounding areas for a period] any such repairs. In lieu of [six months or until the opening or excavation is permanently resurfaced or repaved by] a contractor completing a permanent resurface or repave, the director of public facilities], the cost of which resurfacing or repaving shall be promptly paid to the city by the person who shall hire the licensee to make such opening or excavation or by the public utility company making such opening or excavation. If any such opening or excavation shall not be so refilled, repaired and maintained safely and in repair, it shall be the duty of the director of public facilities to do such refilling and to make such repairs and to charge the expense thereof against the licensee making such opening or excavation, which expense shall be collected by the city attorney from the surety or the licensee or person hiring the licensee, jointly and severally, by any proper action.] may agree to accept payment from the contractor equal to the cost of installing said permanent paving. If funds are accepted from the contractor in lieu of paving, said funds will be deposited into the City's paving account to be expended on paving.

With regard to all paving contemplated herein, testing may be required from the contractor by the City Engineer. Failing test results, failure to conduct requested testing, or failure to supply testing results shall constitute a failure to conform to City standards and be subject to revocation of the permit and liability of the contractor for costs necessary to complete the paving

(Ord. dated 12/21/92 § 75(f); prior code § 27-45)

12.12.050 Opening or excavation safeguards.

Any person making an opening or excavation in any street, highway, public alley or sidewalk shall erect and maintain a strong and adequate railing, fence or barrier around any such opening or excavation and shall keep at and over such opening or excavation a sufficient number of [bright red lights to mark the same and] required signs, cone drums and flashers to warn pedestrians and vehicles of its existence, which red lights shall be kept burning from sunset to sunrise until such work is completed.

(Prior code § 27-46)

12.12.060 Exemptions from certain sections of title.

None of the provisions or terms of Sections 12.08.090 through 12.08.180, 12.12.040, 12.12.050 and 12.12.090 through 12.12.230 shall apply to the city, or to any of its officers, boards, agencies or commissions.

(Prior code § 27-47)

12.12.070 Notice and protection of obstructions and excavations.

Whenever any person shall have authority, under any contract with the city or under any permit authorizing the same, to remove the pavement or flagging from, excavate, occupy or use any part of the public streets so as to obstruct the travel in any street and to prevent the same from being used for the time being for the purpose of travel, such person shall erect in conspicuous positions, at the several points of intersection of such street so obstructed with the cross streets nearest to such obstruction, a suitable notice of such obstruction, which notice shall be in such manner and form as the director of public facilities may direct. It shall be the duty of every person engaged in digging into any street or highway, paving any street or section of a street, building any sewer or drain, digging any trench for gas pipes or water pipes, or digging and building any cistern or well in any of the public streets, under contract with the city or by virtue of any permission which may have been granted to him by the common council or the director, where such work, if left exposed, would be dangerous to users of such streets, to erect a fence or railing at such excavation or work in such a manner as to prevent danger to the users of such street, and to continue and uphold the railing or fence until the work shall be completed or the obstruction or danger removed. It shall also be the duty of such person to place upon such railing or fence, at twilight in the evening, suitable and sufficient cones, signs, barriers and lights and to keep such lights [burning] illuminated through the night. It shall be the duty of the director of public facilities and the police department to see that the provisions and requirements of this section, in regard to the erection of proper fencing or railings and the placing of proper lights thereon, are complied with and to report all violations thereof to the prosecuting attorney for prosecution.

Every permit will require a Maintenance and Protection of Traffic (MPT) plan approved by the office of the city engineer. These plans will strictly follow the Manual of Uniform Traffic Control Devices (MUTCD). Failure to comply with these approved traffic plans will result in revocation of permit and immediate shut down of work within the Right of Way. The director of public facilities at his/her sole discretion will have the authority to enforce this shutdown and may designate the city engineer and License and Permit staff with the same authority. Contractors failing to adhere to this standard will be subject to revocation of license. Police Officers administering traffic plans do not have authority to close a road without authorization of the director of public facilities or his/her designee.

(Ord. dated 12/21/92 § 75(f); prior code § 27-48)

12.12.080 Preservation of public safety.

- A. No person, firm or corporation shall make any opening, excavation on any public street, highway, alley or sidewalk, for any purpose whatsoever, except under the control and direction of the director of public facilities and after receipt of a permit issued by him in compliance with the terms of this chapter.
- B. Prior to the issuance of such permit by the director of public facilities, the applicant shall first obtain from the chief of police, or his designated agent, a certificate of preservation of public safety showing that said applicant has made arrangements with the chief of police, or his designated agent, for one or more policemen to be on duty at such location so as to protect the works, pedestrians and motor vehicles and direct traffic at said location until said work is completed. The cost for such protection is to be paid by the applicant at such rates as shall be established from time to time by the city. The number of policemen required to be on duty shall be solely within the discretion of the chief of police or his designated agent. Notwithstanding the foregoing, the chief of police, or his designated agent, may certify that in his opinion such police protection is not needed at such location at such time for which application is made, which certification shall be accepted by the director of public facilities in lieu of the aforesaid certificate of

preservation of public safety. The fee for either certificate issued by the chief of police or his designated agent, shall be two dollars (\$2.00).

- C. The chief of police or his designated agent shall maintain a list of policemen who indicate to him a willingness to accept assignments for said duty during hours that are not on regular police assignment and such officers shall be assigned to such jobs on a rotation basis.
- D. No person, firm or corporation shall open any manhole without first receiving permission from the traffic division of the city, and if such division determines that a safety hazard will be caused by the opening of a manhole by any person, firm or corporation, it may then require that a police officer, as provided in this chapter, be assigned to the site.

(Ord. dated 12/21/92 § 75(a), (f); prior code § 27-98)

Article II. Permits

12.12.090 Excavation permits generally.

No person shall make any opening or excavation in any street, highway, public alley or sidewalk, except a state highway, for any purpose whatsoever except after receipt of a permit issued by the director of public facilities in compliance with the terms of this chapter.

(Ord. dated 12/21/92 § 75(f); prior code § 27-61)

12.12.100 Excavation permit for street openings where pavement is laid—Required.

No person shall make any opening, aperture or excavation for any purpose whatever in any street upon which [wood,] stone, macadam, asphalt or other pavement is laid, or take up any portion of any such pavement without a permit therefor issued by the director of public facilities upon written application therefor as provided by ordinance.

(Ord. dated 12/21/92 § 75(f); prior code § 27-62)

12.12.110 Excavation permit for street openings where pavement is laid—Fee.

A fee of [one]two hundred fifty dollars (\$[150]250.00) for each excavation permit for combined sewers and a fee of [one]two hundred fifty dollars (\$[150]250.00) for each excavation permit for storm and sanitary sewers shall be paid to the director of public facilities for permits granted by him under Section 12.12.100.

(Ord. dated 12/21/92 § 75(f); prior code § 27-63)

(Ord. dated 11/3/08; Ord. dated 2/2/09; Ord. dated 5/16/16)

12.12.120 Public utility excavations—License required.

No person or company engaged in the business of supplying or distributing either water, gas or electricity, or any telephone or telegraph company, shall make any opening or excavation in any street, highway, public alley or sidewalk, except a state highway, for any purpose whatsoever unless licensed therefor by the director of public facilities.

(Ord. dated 12/21/92 § 75(f); prior code § 27-64)

12.12.130 Public utility excavations—Qualifications of license applicant.

The director of public facilities may issue the license required by Section 12.12.120 to any person or public utility company found by him to be suitable, competent and responsible in and for the performance of such work and who shall comply with the law and with the conditions governing such license and the terms of this chapter.

(Ord. dated 12/21/92 § 75(f); prior code § 27-65)

12.12.140 Public utility excavations—License applicant to file bond or indemnity agreement.

Every applicant for the license required by Section 12.12.120 shall file with the director of public facilities a good and sufficient bond, acceptable to the director, in the sum of ~~ten~~Twenty thousand dollars (\$~~10~~20,000.00), conditioned substantially as follows, except that no company engaged in the business of supplying or distributing either water, gas or electricity, or any telephone or ~~telegraph~~communication company need furnish such bond provided they enter into an agreement with the city conditioned substantially as follows: that the applicant shall indemnify and save harmless the director of public facilities and the city, its officers, servants, agents and employees, from all claims, suits, liability and actions for or on account of any injury or damage received or sustained by any person or corporation, in consequence of or resulting from any act done or work performed by the applicant, his servants or agents, in connection with any opening or excavation on any street, highway, public alley or sidewalk, or from any negligence or omission in guarding such work or maintaining such work and its immediate area in a safe condition, or of or from any act or omission of the applicant, his servants or agents; that such applicant shall restore and replace that portion of any such street, highway, public alley or sidewalk, in which such applicant, his servants or agents shall make any excavation or opening, to as good condition as that in which the same was before such work was performed, but to the satisfaction and approval of the director of public facilities; that such applicant shall faithfully and in good workmanlike manner perform such work in all respects and shall comply in all respects with the charter and ordinances of the city and the rules and regulations established by the director of public facilities, relative to such work, and with the terms of the permits which may be issued to such applicant; that said applicant shall reimburse and indemnify the city for all cost and expense the city may incur in refilling, repaving or resurfacing such openings and excavations made by the applicant and in restoring the area in which they are made to their original condition, where the applicant fails or neglects to do so.

The city shall hold this bond for a duration no less than three (3) years from issuance of permit or the start of construction, whichever is later. In some cases, and at the discretion of the director of public facilities or his designee, a larger bond amount may be necessary to cover a contractor's work. This bond amount would be established prior to the issuance of permit.

(Ord. dated 12/21/92 § 75(f); prior code § 27-66)

12.12.150 Public utility excavations—License fee.

The annual fee for the license required by Section 12.12.120 shall be ~~one~~two hundred fifty dollars (\$~~150~~250.00).

(Prior code § 27-67)

(Ord. dated 11/3/08; Ord. dated 2/2/09; Ord. dated 5/16/16)

12.12.160 Public utility excavations—Revocation of license.

- A. The director of public facilities may revoke the license required by Section 12.12.120 which has been granted to any person or public utility company who shall violate or fail to conform to any of the terms of the bond required by Section 12.12.140, the terms of any permit issued to him or it, any section of the charter and ordinances of the city or of the statutes of the state, relating or applicable to such work, or who shall be indebted to the city for any expense that the city may have incurred or may incur in refilling such openings and excavations and in restoring, resurfacing or repaving their immediate area, by reason of the failure of the applicant to do so.
- B. The director of public facilities may also revoke any such license for incompetency or negligence in the performance of such work, or for any failure, refusal or neglect on the part of such applicant to strictly comply with any rules, regulations or specifications established by the director of public facilities relating to the performance of such work.

(Ord. dated 12/21/92 § 75(f); prior code § 27-68)

12.12.170 Public utility excavations—License term—Transferability.

All licenses required by Section 12.12.120 shall expire on the thirty-first day of March next following their issuance, unless sooner revoked, and shall not be transferable.

(Prior code § 27-69)

12.12.180 Public utility excavations—Permit required.

No licensee under Sections 12.12.120 through 12.12.170 shall make any opening or excavation in any street, highway, public alley or sidewalk for any purpose whatsoever without a permit therefor issued by the director of public facilities; except that in case of an emergency making an immediate opening or excavation essential to the public health and safety, such work may be commenced without such permit provided such permit is applied for and issued without delay.

(Ord. dated 12/21/92 § 75(f); prior code § 27-70)

12.12.190 Public utility excavations—Permit application.

Application for the permit required under Section 12.12.180 shall be made to the director of public facilities on the forms provided therefor and shall include the following information, in addition to such other information as may reasonably be required by him: the place and exact location where the proposed opening or excavation is to be made; the purpose of the opening or excavation; the accurately estimated area of the excavation; the date and time when work thereon will commence and the period within which such work will be completed; a signed agreement by the licensee and the person by whom he is hired for the performance of such work to reimburse the city for all expense which the city may incur in refilling such excavation and opening and restoring, resurfacing or repaving the area thereof to its original condition, in case such licensee shall fail to do so, and indemnify and save harmless the director of public facilities, the city and its officers, employees and agents, from all claims, suits, liability and actions for or on account of any injury or damage received or sustained by any person in consequence of or resulting from any act or omission of the licensee, his servants or agents, in or connected with the performance of such work.

(Ord. dated 12/21/92 § 75(f); prior code § 27-71)

12.12.200 Public utility excavations—Permit fee.

The fee for the permit required by Section 12.12.180 shall be ~~one~~two hundred fifty dollars (~~(\$150)~~(\$250.00)).
(Prior code § 27-72)

(Ord. dated 11/3/08; Ord. dated 2/2/09; Ord. dated 5/16/16)

12.12.210 Public utility excavations—Permit to be on premises—Display required.

All permits required by Section 12.12.180, when issued, shall be on the job during the continuance of the work and must be displayed to all authorized persons when required.

(Prior code § 27-73)

12.12.220 Public utility excavations—Revocation of permit.

Any permit required by Section 12.12.180 may be revoked by the director of public facilities on any grounds or for any reason for which a permit may be revoked.

(Ord. dated 12/21/92 § 75(f); prior code § 27-74)

12.12.230 Public utility excavations—Permit term.

All permits required by Section 12.12.180 shall expire thirty (30) days after their issuance unless sooner revoked. The contractor will be required to adhere to the full duration of the bond terms stipulated in section 12.12.140.

(Prior code § 27-75)

Article III. Excavations One Hundred Feet or More

12.12.240 Street excavations of one hundred feet or more.

Whenever any opening or excavation is made in any street or highway which is one hundred (100) linear feet or more, the following provisions shall be applicable:

- A. An applicant is defined as a contractor and/or public utility or public service company. If the work to be performed will not be conducted by an employee of the public utility, then the public utility shall provide the name of the contractor as part of the application. The permit issued shall indicate the name of the public utility, the name of the licensed contractor and the work number assigned by the call before you dig clearinghouse. All applications shall be submitted to the department of public facilities no less than five business days prior to the date that the excavation would commence. In the event of an emergency repair, i.e. valve repairs, main or cable breaks, the department of public facilities shall receive oral notification of the emergency within twenty-four (24) hours after the excavation has commenced. If the emergency occurs after five p.m. on a business day, or on a weekend or holiday, the applicant shall make oral notification on the next business day following said emergency. Any such emergency notification shall be followed by a written application which includes

a detailed explanation of the emergency and the work performed, no more than five calendar days after the excavation work has commenced. These permits are non-transferable without the written permission of the director of public facilities or his/her designee.

- B. The applicant shall submit plans in duplicate, one set to the engineering department and one set to the department of public facilities at its administration office.
- C. Public utilities shall cause their inspectors to reasonably inspect during the excavation, temporary and final restoration of city streets. These inspectors shall be required to maintain, and submit to the department of public facilities, trench logs and inspection forms which record the method of excavation and installation, the quality of materials, soil and compaction tests used in patching and paving, where applicable. The public utility shall meet all requirements set forth in the state statutes and regulations, and the city's ordinances regarding construction, equipment installation and restoration, and is responsible for ensuring compliance with the requirements of this section. These forms and logs shall be modified to address different industry standards where applicable.
- D. A materials and/or compaction test, paid by the applicant, shall be required where the depth of opening, materials or other conditions warrant.
- E. The opening and/or excavation shall be refilled in manner that ensures that the same shall not settle. The depth for permanent patches shall be four inches, or the thickness prior to excavation, whichever is greater. A patch of any opening and/or excavation of any street or highway shall be hot mix bituminous asphalt except where the director of public facilities approves a substitute. A substitute will only be allowed during winter months when hot mix asphalt is not readily available due to plant closings.
- F. Final restoration shall be required as follows and is based on a combination or age of road and established Pavement Condition Index (PCI) as determined by the city. The director of public facilities or his/her designee shall have discretion on adherence to this section and at times may enforce stricter requirements based on the nature of work. For roads that have been paved within the last five (5) years and in good condition, the pavement restoration limits will be curb to curb. At a minimum, the standards for milling and depth of paving set forth in the policy of the State Department of Transportation for restoring utility trench excavations, highway maintenance directive number 93-1, shall be used. The depth of paving may be increased at the discretion of the director of public facilities depending on the amount of travel on an individual road or depending on the existing pavement thickness. For roads paved within 10 years but no less than 5 years the pavement restoration limits will be centerline/ esplanade to curb. This limit will consist of complete lane rehabilitation on a parallel plane, and restoration of any and all areas of impact as approved by the director of public facilities. At a minimum, the standards for milling and depth of paving set forth in the policy of the State Department of Transportation for restoring utility trench excavations, highway maintenance directive number 93-1, shall be used. The depth of paving may be increased at the discretion of the director of public facilities depending on the amount of travel on an individual road[.] or depending on the existing pavement thickness. Milling or saw cutting from the road crown or centerline to the curb will be the method used for this operation unless construction operations impact into or disturb more than one lane, at which time complete curb or esplanade to curb rehabilitation will be required[.] Relief from these requirements shall may be obtained in writing from the director of public facilities. The director of public facilities shall have authority to negotiate the terms of pavement restoration with a utility company or contractor performing work in the city Right of Way. Final restoration will take place as soon as practical under industry standards, but in no case any later than six months from the date of the patch. The director of public facilities or his/her designee shall grant an exemption from all requirements for final restoration to any public service company, as defined in Section 16-1 of General Statutes of Connecticut, which requests such relief.

-
- G. Highway line striping on all roads requiring same shall be restored at the expense of the applicant according to city standards, as will any signage or signalization structures. Temporary pavement markings are required when permanent markings cannot be applied due to weather or when duration of time exceeds one week. All permanent marking must be applied as soon as possible. At no time will a paved area be left unmarked for longer than two weeks.
- H. The applicant shall provide a five (5) year guarantee of compaction and pavement serviceability from the date of completion or corrective repair, whichever is later. When the applicants are a public utility and a contractor, the guarantee shall be provided by the public utility. The five (5) year guarantee is separate from the three (3) year bond requirement. The director of public facilities reserves the right to uphold the five (5) year guarantee at his/her discretion and may take further action including the holding of future permit issuance to a utility or contractor deemed unresponsive.
- I. If an exemption has not been granted in accordance with subsection (F), and the applicant fails to commence and/or complete final restoration in a satisfactory and timely manner, the city may perform such final restoration after thirty (30) days notice to, and at the full cost of, the applicant.
- J. The applicant shall post a bond in an amount satisfactory to fully comply with this section. The duration of the bond shall be three (3) years. If the applicant is a public service company, as defined in Section 16-1 of the General Statutes of Connecticut and, if applicable, the work will be performed by an outside contractor hired by said company, the requirement of a bond shall be waived in accordance with Section 16-230 of the General Statutes of Connecticut, provided the utility submits the following documents to the director of public facilities: (1) a certificate of proof of solvency in accordance with Section 16-230 of the General Statutes of Connecticut; and (2) verification that the construction and/or restoration work will be performed by an employee of the utility, or a letter which states that the public service company shall be responsible for ensuring compliance with the requirements of this section.
- K. [Ordinance sections of Chapter 12.12 shall be fully applicable except for ordinance Section 12.12.040.
- L. [At the discretion of the director of public facilities, or his/her designee, a contractor who is found in violation of subsections C, D, E, F, G, H or I of this section more than once in a three-month period may be prohibited from performing construction, installation or restoration work on and in city streets for a minimum period of six months and a maximum period of twelve (12) months. This prohibition may be waived by the director for good cause shown and the submission of a written application. The director shall respond to all such requests within fifteen (15) business days of receiving the written application. No later than fifteen (15) days after the issuance of a denial of such a waiver, a contractor may request a public hearing for reconsideration of the denial. The department of public facilities shall hold such a hearing no later than fifteen (15) business days after a written request for reconsideration has been submitted to that department. The decision of the hearing officer appointed to that matter shall be final.


(Ord. dated 2/12/99: Ord. dated 2/24/98)




OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

JOSEPH P. GANIM
Mayor

**Comm. 100-22 Ref'd to Miscellaneous Matters Committee
On 08/07/2023**

TO: Lydia N. Martinez
FROM: Mayor Joseph P. Ganim 
DATE: August 1, 2023
RE: Boards & Commissions

Please place the following name on the August 7, 2023 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Fair Rent Commission**:

Ayo Haynes 
10 Patricia Road, Unit A
Bridgeport, CT 06606

This term shall expire on 12/31/2026.

JPG/AT

ATTEST
CITY CLERK
RECEIVED
CITY CLERKS OFFICE
23 AUG - 1 PM 2:33



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

VERONICA JONES
Tax Collector

JOSEPH P. GANIM
Mayor

**COMM. #101-22 Ref'd to Miscellaneous Matters Committee
on 8/7/2023**

DATE: August 2, 2023
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

I hereby request a tax refund for the account detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund request.

MTG REALTY LLC
SAVINGS BANK OF DANBURY
ATTN: LOAN SERVICING
35 WEST ST.
DANBURY, CT 06810

REFERENCE:
859 WOOD AVE 873
BRIDGEPORT, CT 06604

Refund due: \$11,240.91
2020-01-0028198
1319-05A

RECEIVED
CITY CLERKS OFFICE
23 AUG -2 PM 12:10
ATTEST
CITY CLERK

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

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

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

MTG REALTY LLC
 Savings Bank of Danbury
 Attn: Loan Servicing
 35 West St.
 Danbury, CT 06810

2020-01-0028198
 1319--05A-----
 859 WOOD AV 873



*Make Check
Payable to*

To Re: 859-873 Wood Ave. Collector of CITY OF BRIDGEPORT State of Connecticut.
Bridgeport, CT 06604

I hereby apply for refund* of such part of my tax as shall represent:

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

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2021	22,481.82	0.00	0.00	0.00	22,481.82	
Total Paid	01/31/2022	33,722.73	0.00	0.00	0.00	33,722.73	-11,240.91 ***
Adjusted Refund		0.00	0.00	0.00	0.00	11,240.91	

PLEASE READ, SIGN, AND DATE BELOW:

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

Print Name
(203) 731-3153

Signature of Taxpayer _____ Date _____

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 11,240.91
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 22 DAY OF September 2022

TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

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

First Selectman

Other Governing Body

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

Martinsky, John

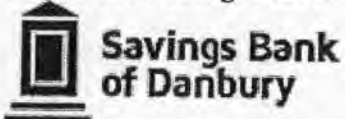
From: Sheila Ortiz-Bernard <Sortiz-Bernard@sbdanbury.com>
Sent: Wednesday, June 7, 2023 2:27 PM
To: Martinsky, John
Subject: overage payment on parcel

Good afternoon John,

Per our phone conversation, we have been servicing the loan for the property located on 859 Wood Ave 873 owner name MTG Realty LLC since June 2020 unique 1319—05A. A payment posted in July 2021 that caused an overage in the amount of \$11,240.91 this amount can be sent back to Savings bank of Danbury for us to credit the borrowers escrow account and issue them a refund.

Thank you

Sheila I. Ortiz-Bernard
Loan Servicing Clerk



Sortiz-bernard@sbdanbury.com

35 West Street | Danbury, CT 06810

Direct 203.731.3153 | EFax 203-749-3967



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

VERONICA JONES
Tax Collector

JOSEPH P. GANIM
Mayor

DATE: June 30, 2023
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

I hereby request a tax refund for the account detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund request.

THE RAGO FAMILY LIMITED
PARTNERSHIP
C/O THOMAS A. RAGO
50 CROSSBOW LANE
EASTON, CT 06612

REFERENCE:
3101 MAIN STREET
BRIDGEPORT, CT 06606-4263

Refund due: \$20,424.87
2021-01-0029470
2232-24

RECEIVED
CITY CLERK'S OFFICE
23 AUG -2 PM 12:10
ATTEST
CITY CLERK

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

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

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2021

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

**THE RAGO FAMILY LIMITED
 PARTNERSHIP**

c/o **Thomas A. Rago**
50 Crossbow Lane
Easton, CT 06612

2021-01-0029470
2232--24-----
3101 MAIN ST



Collector of **CITY OF BRIDGEPORT** State of Connecticut.

I hereby apply for refund* of such part of my tax as shall represent:

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

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total	07/01/2022	39,090.66	0.00	0.00	0.00	39,090.66	
Total Paid	02/08/2023	59,515.53	879.54	0.00	0.00	60,395.07	-20,424.87 ***
Adjusted Refund		0.00	0.00	0.00	0.00	20,424.87	

PLEASE READ, SIGN, AND DATE BELOW:

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

Print Name

Signature of Taxpayer

Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 20,424.87
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 28 DAY OF June 2023

ACTION TAKEN BY GOVERNING BODY **TAX COLLECTOR**

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

First Selectman

Other Governing Body

Mail To :

CITY OF BRIDGEPORT
 325 CONGRESS STREET
 BRIDGEPORT, CT 06604


RAGO FAMILY LIMITED PARTNERSHIP
 3101 Main St
 Bridgeport, CT 06606-4263

3005
51-57/119

Date: 9/21 2022
 Pay to the Order of: Tax Collector City of Bpt \$ 2,194.55
 Twenty One Thousand Nine Hundred Sixty Four and 55/100 Dollars

Bank of America
 2020-1-0029470 (JAN 1, 2022)
 For 3101 Main St


MP

MICR: ⑆01190057⑆ 00936950⑆156⑆3005


RAGO FAMILY LIMITED PARTNERSHIP
 3101 Main St
 Bridgeport, CT 06606-4263

3127
51-57/119


Date: 1/01 2023
 Pay to the Order of: Tax Collector City of Bpt \$ 1,005.65
 One Thousand Five and 65/100 Dollars

Bank of America
 For 3101 Main St - Apt


MP

MICR: ⑆01190057⑆ 00936950⑆156⑆3127

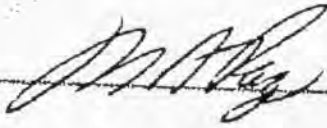
*Virtual Coupon - Credit***Virtual Coupon - Credit****Virtual Coupon - Credit****Virtual Coupon - Credit*


RAGO FAMILY LIMITED PARTNERSHIP
 3101 Main St
 Bridgeport, CT 06606-4263

3108
51-57/119

Date: 12/31 2022
 Pay to the Order of: City of Bpt. Tax Collector \$ 20,424.87
 Twenty Thousand Four Hundred Twenty Four and 87/100 Dollars

Bank of America
 Rago Family Partnership
 For 3101 Main St


MP

MICR: ⑆01190057⑆ 00936950⑆156⑆3108

35250022568897 5250022568897 01/10/2023 620 424 87

Martinsky, John

From: Brennan, Benjamin
Sent: Thursday, June 29, 2023 8:44 AM
To: Martinsky, John
Subject: FW: 3101 Main Street - Real Estate tax overpayment

Hi John,

See below. We have an address for the big refund!

All the best,
Ben



Benjamin Brennan, Data Coordinator
City of Bridgeport Tax Collector's Office
(203) 576-7266
Benjamin.Brennan@bridgeportct.gov

From: Laura MacLean <lam@btt-law.com>
Sent: Thursday, June 29, 2023 8:32 AM
To: Brennan, Benjamin <Benjamin.Brennan@Bridgeportct.gov>
Cc: Steven Siegelaub <sms@btt-law.com>; Morosan, David M. <dmorosan@cohenandwolf.com>;
gsullivan@cohenandwolf.com; veronica.jones@bridgeport.gov
Subject: FW: 3101 Main Street - Real Estate tax overpayment

Dear Benjamin,

Our firm is representing the property owner in the sale of this property on which an overpayment of real estate taxes was made. Please send the refund check for the overpayment as follows:

The Rago Family Limited Partnership
c/o Thomas A. Rago
50 Crossbow Lane
Easton, CT 06612



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

VERONICA JONES
Tax Collector

JOSEPH P. GANIM
Mayor

DATE: July 21, 2023
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

I hereby request a tax refund for the account detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund request.

CORELOGIC
ATTN: CENTRALIZED TAX RETURNS
P.O. BOX 9202
COPPELL, TX 75019
LOAN #201020001184662

REFERENCE:
1148 WILLIAM ST.
BRIDGEPORT, CT 06608

Refund due: \$29,193.19
2021-01-0025011
1668-33X

RECEIVED
CITY CLERKS OFFICE
23 AUG -2 PM 12:10
ATTEST
CITY CLERK

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
 This is to certify that 1148 WILLIAM ST LLC

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2021

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

2021-01-0025011
 1668--33X-----
 1148 WILLIAM ST



*Note refer
 maybe to*
Corelogic
Attn: Centralized Tax
Returns
P.O. Box 9202
Coppell, TX 75019
To Loan # 201020001184662

Director of CITY OF BRIDGEPORT State of Connecticut.

I hereby apply for refund* of such part of my tax as shall represent:

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

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2022	58,386.38	0.00	0.00	0.00	58,386.38	
Total Paid	01/31/2023	87,579.57	0.00	0.00	0.00	87,579.57	-29,193.19 ***
Adjusted Refund		0.00	0.00	0.00	0.00	29,193.19	

PLEASE READ, SIGN, AND DATE BELOW:

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

Print Name _____ Signature of Taxpayer _____ Date _____

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 29,193.19
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 19 DAY OF July 2023

ACTION TAKEN BY GOVERNING BODY

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

 First Selectman

 Other Governing Body

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

Ticket # 2000000000

026353 111017979 1411026048

AUTHORIZED SIGNATURE

Dustin Smith



TO THE CITY OF BRIDGEPORT, TAX COLLECTOR
ORDER CITY OF BRIDGEPORT, TAX COLLECTOR
OF 45 Lyons Terrace, Room 123
Bridgeport, CT 06604

Robert J. Lunde
VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED

PAY Two Hndrd Six Thsnd Five Hndrd Ninety Five and 65/100 **** \$ 206,595.65

AMOUNT

TEL: 877-923-4829

2727 LBJ Freeway, Suite 806
Dallas, TX 75234
RETS Payment Processing

TEXAS CAPITAL BANK
RICHARDSON, TX 75082
32-1797/1110

DATE 1/13/2023

26363

ORIGINAL DOCUMENT PRINTED ON WATERMARK PAPER WITH HEAT SENSITIVE INK, HAND ICON, MICROPRINTED BORDER, AND FOIL HOLOGRAM

Coforge BPS America, Inc.
RETS Payment Processing
2727 LBJ Freeway, Suite 806
Dallas, TX 75234
TEL: 877-923-4829

TEXAS CAPITAL BANK
RICHARDSON, TX 75082
32-1797/1110

19990
DATE 7/20/2022

PAY One Hndrd Sixty One Thsnd One Hndrd Forty Six and 07/100 **** \$ 161,146.07

AMOUNT

TO THE CITY OF BRIDGEPORT, TAX COLLECTOR
ORDER CITY OF BRIDGEPORT, TAX COLLECTOR
OF 325 Congress Street
Bridgeport, CT 06604

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED



Robert J. Lunde
Dustin Smith

AUTHORIZED SIGNATURE

019990 111017979 1411026048

SECURITY FEATURES INCLUDED

DETAILS ON BACK

DETAILS ON BACK

SECURITY FEATURES INCLUDED

Martinsky, John

From: ISCE-RA-CustomerProductSupport <CustomerProductSupport@corelogic.com>
Sent: Wednesday, July 19, 2023 3:26 PM
To: Martinsky, John
Subject: CPSJIRA-501173 RE: CPSJIRA-500861 Agency needs to know if an account if is till with us since there was a double payment

Good morning,

Thank you for your inquiry, as per request we verified our records the parcel id 1668--33X-----RE property address 1 First American Way, Westlake TX 76262 was serviced by corelogic till 5/2/2022 hence the payment was remitted and also on 5/2/2022 the loan has been inactivated and current status of the loan is inactive.

Please feel free to contact me with any additional questions you may have. Or to reach a member of our Residential Tax Support Team, via email customerproductsupport@corelogic.com, via telephone at 800-225-4707 or fax 817-826-0156.

CoreLogic Residential Tax Support.

From: Martinsky, John <John.Martinsky@Bridgeportct.gov>
Sent: Wednesday, July 19, 2023 6:03 AM
To: ISCE-RA-CustomerProductSupport <CustomerProductSupport@corelogic.com>
Subject: CPSJIRA-501173 RE: CPSJIRA-500861 Agency needs to know if an account if is till with us since there was a double payment

[External Content] This message is from an external source. Please exercise caution when opening attachments or links.

Thank you for looking into this matter. Corelogic made an electronic wire transfer payment of \$29,193.19 payment on this parcel on 01/31/23. My question is: Should Corelogic have made this payment and when did this account become inactive? Thank you.

John Martinsky
Bridgeport Taz Collector's Office
(203) 332-3025

From: ISCE-RA-CustomerProductSupport <CustomerProductSupport@corelogic.com>
Sent: Tuesday, July 18, 2023 3:56 PM
To: Martinsky, John <John.Martinsky@Bridgeportct.gov>
Subject: CPSJIRA-500861 Agency needs to know if an account if is till with us since there was a double payment
Good afternoon,

Thank you for your inquiry, as per request we verified our records the parcel id 1668--33x-----re property address 1 First American Way, Westlake TX 76262 is inactive in our data base hence it is not serviced by corelogic.

Please feel free to contact me with any additional questions you may have. Or to reach a member of our Residential Tax Support Team, via email customerproductsupport@corelogic.com, via telephone at 800-225-4707 or fax 817-826-0156.

Brennan, Benjamin

From: Jones, Veronica
Sent: Monday, July 17, 2023 4:52 PM
To: Brennan, Benjamin
Subject: Fwd: 1668--33X----- 1148 William St

Get [Outlook for iOS](#)

From: McPhail, Melissa <mmcphail@corelogic.com>
Sent: Monday, July 17, 2023 4:21:19 PM
To: Collector 311 <Collector311@Bridgeportct.gov>
Subject: 1668--33X----- 1148 William St

There was a double payment on 2021 2nd installment. What is the process to request a refund?

Melissa McPhail
Professional, Client Account Services
817-699-1214
CoreLogic

Helping millions of people Find, Buy and Protect the homes they love.



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Thank you.

CLLD



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

VERONICA JONES
Tax Collector

JOSEPH P. GANIM
Mayor

DATE: June 30, 2023
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

I hereby request a tax refund for the account detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund request.

BASS PRO OUTDOOR WORLD LLC
2500 E. KEARNEY STREET
SPRINGFIELD, MO 65898-0001

REFERENCE:
1 BASS PRO DRIVE
BRIDGEPORT, CT 06608

Refund due: \$53,526.27
2021-02-0040384
P--9012025

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JANEST
CITY CLERK

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

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

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2021

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

BASS PRO OUTDOOR WORLD LLC
2500 E. KEARNEY STREET
SPRINGFIELD, MO 65898-0001

2021-02-0040384
P--9012025
1 BASS PRO DRIVE



To Collector of CITY OF BRIDGEPORT State of Connecticut.

I hereby apply for refund* of such part of my tax as shall represent:

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

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2022	107,052.54	0.00	0.00	0.00	107,052.54	
Total Paid	01/11/2023	160,578.81	0.00	0.00	0.00	160,578.81	-53,526.27 ***
Adjusted Refund		0.00	0.00	0.00	0.00	53,526.27	

PLEASE READ, SIGN, AND DATE BELOW:

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

Tim Eisenhour
Print Name

Tim Eisenhour 6/21/2023
Signature of Taxpayer Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
It is recommended that refund* of property taxes and interest in the amount of 53,526.27 be made to the above-named taxpayer in accordance with the provisions of Section (s):

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 15 DAY OF June 2023

TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

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

First Selectman

Other Governing Body

Mail To :

CITY OF BRIDGEPORT
325 CONGRESS STREET
BRIDGEPORT, CT 06405

WARNING: DO NOT ACCEPT THIS DOCUMENT UNLESS YOU CAN SEE A TRUE WATERMARK WHEN HELD TO LIGHT, AND A MICRO PRINT BORDER ON FRONT.



HUNTSMAN HOLDINGS LLC
OPERATING ACCOUNT
2500 E. KEARNEY
SPRINGFIELD, MO 65898

COMMERCE BANK
Springfield, MO

36-1870/1012

DATE 12/14/22

CHECK NO. 193102

PAY THIS AMOUNT
*****53,526.27**

Fifty-Three Thousand Five Hundred Twenty-Six and 27/100 Dollars*****

PAY TO THE ORDER OF

TAX COLLECTOR
CITY OF BRIDGEPORT
325 CONGRESS STREET
BRIDGEPORT CT 06604, USA

HUNTSMAN HOLDINGS LLC
OPERATING ACCOUNT

John L. Morris
AUTHORIZED SIGNATURE

⑈ 193102 ⑈ ⑆ 101218704 ⑆ 430000675 ⑈

WARNING: DO NOT ACCEPT THIS DOCUMENT UNLESS YOU CAN SEE A TRUE WATERMARK WHEN HELD TO LIGHT, AND A MICRO PRINT BORDER ON FRONT.



HUNTSMAN HOLDINGS LLC
OPERATING ACCOUNT
2500 E. KEARNEY
SPRINGFIELD, MO 65898

COMMERCE BANK
Springfield, MO

36-1870/1012

DATE 12/21/22

CHECK NO. 193982

PAY THIS AMOUNT
*****53,526.27**

Fifty-Three Thousand Five Hundred Twenty-Six and 27/100 Dollars*****

PAY TO THE ORDER OF

TAX COLLECTOR
CITY OF BRIDGEPORT
325 CONGRESS STREET
BRIDGEPORT CT 06604, USA

HUNTSMAN HOLDINGS LLC
OPERATING ACCOUNT

John L. Morris
AUTHORIZED SIGNATURE

⑈ 193982 ⑈ ⑆ 101218704 ⑆ 430000675 ⑈

4500092 R05250022590991 5250022590992 01/11/2023 \$53,526.27



SPORTSMAN'S PARK CENTER
2500 E. Kearney Street * Springfield, Missouri 65898 * (417) 873-5000

June 22, 2023

Mr. John Martinsky
Bridgeport Tax Collector's Office
45 Lyon Terrace
Bridgeport, CT 06604

Via Electronic Mail: john.martinsky@bridgeportct.gov

Mr. Martinsky,

Please allow this letter to serve as cover for the attached signed refund request in the amount of \$53,526.27 due to a duplicate payment made by Bass Pro Outdoor World for 2021 2nd personal property tax on parcel P-9012025.

We respectfully request that a refund check in the amount of \$53,526.27 be made payable to Bass Pro Outdoor World and mailed to the address above.

With Regards,

Tim Eisenhour
Director of Tax



JOSEPH P. GANIM
Mayor

CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

VERONICA JONES
Tax Collector

June 15, 2023

To Whom it May Concern:

Huntsman Holdings LLC made two property tax payments of \$53,526.27 in December, 2022 resulting in an overpayment of that same amount.

We are sending a refund application. You need only print name, sign, date and return to the City of Bridgeport. Because the overpayment is such a large amount, the refund must be approved by the Bridgeport Common Council. This is a lengthy process that can take 3-4 months.

Another option is that we can transfer this overpayment to your July, 2023 bill. We can do this on 07/01/23 when the new bills become due. Please let me know if you prefer this option. Thank you.

John Martinsky
Bridgeport Tax Collector's Office
Phone: (203) 332-3025
Email: john.martinsky@bridgeportct.gov



JOSEPH P. GANIM
Mayor

City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

COMM. #105-22 Ref'd to ECD&E Committee on 8/7/2023

July 31, 2023

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

Re: Resolution – US Department of Agriculture (USDA) Composting and Food Waste Reduction Grant (CFWR) Program (#24555)

Attached, please find a Grant Summary and Resolution for the **US Department of Agriculture (USDA) Composting and Food Waste Reduction Grant (CFWR) Program** to be referred to the **Economic and Community Development and Environment Committee** of the City Council.

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

Thank you,

Joseph Katz
Central Grants Office

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CITY CLERKS OFFICE
23 AUG -2 PM 4: 10
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: **Resolution – US Department of Agriculture (USDA) Composting and Food Waste Reduction Grant (CFWR) Program (#24555)**

NEW X RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

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

PROJECT SUMMARY/DESCRIPTION: The purpose of the CFWR program is to enter into cooperative agreements with municipalities to develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans. If awarded, the City of Bridgeport will subgrant funding to a local non-profit, the Park City Compost Initiative, to expand their compost/food waste reduction pilot program at the City-owned site at 774 E. Main St. This grant requires a 25-percent non-federal match, which has been allocated in the FY24 budget.

CONTRACT PERIOD: 3/1/2024 – 2/28/2026

Federal:	\$ 243,616.00
State:	\$
City:	\$ 60,904.00
Other:	\$

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$
Contractual	\$ 304,520 (Sub-award to Park City Compost Initiative)
Other:	\$

MATCH REQUIRED – 25-percent		
	CASH	IN-KIND
Source: City	\$ 60,904.00	\$0

A Resolution by the Bridgeport City Council

Regarding the

**United States Department of Agriculture
Composting and Food Waste Reduction Grant Program
(#24555)**

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

WHEREAS, this funding has been made possible through the **Composting and Food Waste Reduction Grant Program**; and

WHEREAS, the purpose of the grant program is to enter into cooperative agreements with municipalities to develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans; and

WHEREAS, if awarded, the City of Bridgeport will subgrant funding to the Park City Compost Initiative to expand their compost/food waste reduction pilot program; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **United States Department of Agriculture** to fund this important work addressing the municipal solid waste crisis in Connecticut.

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

1. That it is cognizant of the City's grant application to and contract with the **United States Department of Agriculture** for the purpose of its **Composting and Food Waste Reduction Grant Program**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **Composting and Food Waste 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.



JOSEPH P. GANIM
Mayor

City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

COMM. #106-22 Ref'd to ECD&E Committee on 8/7/2023

July 31, 2023

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 - Preventive Health Strategies at Work in Connecticut Communities (#24605)

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Public Health - Preventive Health Strategies at Work in Connecticut Communities** 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 203-576-7732 or joseph.katz@bridgeportct.gov.

Thank you,

Joseph Katz
Central Grants Office

RECEIVED
CITY CLERKS OFFICE
23 AUG - 2 PM 2:18
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: **State of Connecticut Department of Public Health - Preventive Health Strategies at Work in Connecticut Communities (#24605)**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

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

PROJECT SUMMARY/DESCRIPTION: This funding opportunity is a replacement for the current Preventive Health and Health Services Block Grant which the City of Bridgeport has used for many years to support the East Side Farmer's Market, as well as a part-time Program Coordinator position. With this application, the City is seeking to continue the Farmer's Market and the Program Coordinator position, while also adding some additional preventive health programming surrounding chronic disease prevention and management. This is a 5-year grant request seeking \$100,000 in funding each year.

CONTRACT PERIOD: 10/1/2023 – 9/30/2028

FUNDING SOURCES (Including Match Funds)	
Federal:	\$ 0
State:	\$ 500,000.00
City:	\$ 0
Other:	\$ 0

GRANT FUNDED (PROJECT FUNDS REQUESTED)	
Salaries/Benefits:	\$ 0
Supplies:	\$ 151,750 (Farmer's Market supplies and printing)
Other:	\$ 3,250 (Training and Transportation)
Contractual:	\$ 345,000 (Program Coordinator and other contractors)

MATCH REQUIRED - NONE		
	CASH	IN-KIND
Salaries/Benefits:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Department of Public Health
Preventive Health Strategies at Work in Connecticut Communities
(#24605)**

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 **Preventive Health Strategies at Work in Connecticut Communities** grant program; and

WHEREAS, funds under this grant will be used to support the East Side Farmer's Market, as well as a Program Coordinator position, while also adding additional preventive health programming targeting chronic disease prevention and management; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services submits an application to the **State of Connecticut Department of Public Health Preventive Health Strategies at Work in Connecticut Communities** to promote public health and make healthy eating more accessible.

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 its **Preventive Health Strategies at Work in Connecticut Communities** program; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **State of Connecticut Department of Public Health** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



JOSEPH P. GANIM
Mayor

City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

COMM. #107-22 Ref'd to ECD&E Committee on 8/7/2023

August 2, 2023

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 (#24221) Grant

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 Grant** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

Grant: 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 Grant

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

Thank you,

Angelica Ojeda
Central Grants Office

RECEIVED
CITY CLERKS OFFICE
23 AUG -2 PM 2:18
ATTEST
CITY CLERK



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 (#24221) Grant

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Angelica Ojeda

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 Director of Health Equity and Emergency Preparedness, supplies for drills and activities, and travel to meetings and conferences.

CONTRACT PERIOD: 7/1/2023-6/30/2024

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 84,811.00
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$81,597.07 (\$50,568.34/ \$31,028.73)
Supplies:	\$ 221.82
Travel:	\$ 2,458.00
Communications:	\$ 534.11

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 (#24221) Grant**

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 Grant; 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.

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 Grant**; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **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.



JOSEPH P. GANIM
Mayor

City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

COMM. #108-22 Ref'd to ECD&E Committee on 8/7/2023

July 31, 2023

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

RE: Resolution – Connecticut Department of Transportation (CT DOT) Community Connectivity Grant Program (#24395)

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **Connecticut Department of Transportation (CT DOT) Community Connectivity Grant Program** to be referred to the **Committee on Economic and Community Development and the Environment** of the City Council.

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

Thank you,

Joseph Katz
Central Grants Office

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ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: Connecticut Department of Transportation (CT DOT) Community Connectivity Grant Program (#24395)

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Joseph Katz

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION: The goal of the Community Connectivity Grant Program is to make conditions safer and more accommodating for pedestrians and bicyclists, thereby encouraging more people to use these healthy and environmentally sustainable modes of travel. If approved, we will use these funds to install ADA-compliant curb ramps and improve pedestrian visibility at crosswalks in the East Side Neighborhood.

CONTRACT PERIOD: TBD (3-year period)

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 798,008.00
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Construction:	\$ 798,008.00
Other:	\$ 0

MATCH REQUIRED - None		
	CASH	IN-KIND
Source:		

A Resolution by the Bridgeport City Council

Regarding the

**Connecticut Department of Transportation (CT DOT)
Community Connectivity Grant Program
(#24395)**

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

WHEREAS, this funding has been made possible through the **Community Connectivity Grant Program**; and

WHEREAS, funds under this grant will be used to install ADA-compliant curb ramps and improve pedestrian visibility at crosswalks in the East Side Neighborhood; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to **CT Communities Challenge Round Three** to support this project which will make the East Side a safer and more pedestrian-friendly neighborhood.

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 **Connecticut Department of Transportation** for the purpose of **Community Connectivity Grant Program** grant program; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to **Community Connectivity 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.



JOSEPH P. GANIM
Mayor

City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

**COMM. #109-22 Ref'd to Public Safety & Transportation Committee
on 8/7/2023**

August 2, 2023

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

Re: Resolution –The Justice Education Center- Project Safe Neighborhoods (#24485)

Attached, please find a Grant Summary and Resolution for **The Justice Education Center- Project Safe Neighborhoods** to be referred to the **Committee on Public Safety and Transportation** of the City Council.

Grant: The Justice Education Center- Project Safe Neighborhoods

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

Thank you,

Angelica Ojeda
Central Grants Office

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23 AUG - 2 PM 2:18
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: **The Justice Education Center- Project Safe Neighborhoods (#24485)**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Angelica Ojeda**

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

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Police Department is seeking funds to immediately address the gang/group violence through the implementation of a strategy that utilizes local, State and Federal agencies to identify, build criminal cases, arrest, and prosecute individuals who are committing violent crimes. Funding will be used to cover overtime costs for 1 sergeant and 6 officers to work the task force for a total of 6 weeks.

CONTRACT PERIOD: To Be Determined

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 0
City:	\$ 0
Other:	\$ 81,846.54

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 81,846.54 (Overtime and Fringe)
Other:	\$ 0.00

MATCH REQUIRED (None)		
	CASH	IN-KIND
Source: N/A		
Salaries/Benefits:	\$	\$
Other:	\$	\$

A Resolution by the Bridgeport City Council

Regarding the

**The Justice Education Center
Project Safe Neighborhoods
(#24485)**

WHEREAS, The **Justice Education Center** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Office of the U. S. Attorney for the Department of Justice's Project Safe Neighborhoods grant program**; and

WHEREAS, funds under this grant will be used to cover overtimes costs of personnel during the task force detail; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to **The Justice Education Center** to implement a strategy through the utilizations of various Local, State and Federal agencies to identify, build criminal cases, arrest, and prosecute individuals who are committing these violent crimes.

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 Justice Education Center** for the purpose of the **Project Safe Neighborhoods** and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to **The Justice Education Center- Project Safe Neighborhoods** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

JOSEPH P. GANIM
Mayor

COMM. 110-22 Ref'd to Contracts Committee on 08/07/2023.

August 2, 2023

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

Dear City Clerk and Members of the City Council.

Please find attached the professional services agreement between the City of Bridgeport and Griffin & Strong P.C. regarding the creation of a new disparity study. I am respectfully requesting that the City Council refer this matter to the Contracts Committee for consideration.

Sincerely,

Thomas Gaudett
Deputy Chief of Staff

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23 AUG -2 PM 4:28
ATTEST
CITY CLERK

CITY OF BRIDGEPORT CONNECTICUT

CITY COUNCIL RESOLUTION AUTHORIZING THE CONTRACT BETWEEN

THE CITY OF BRIDGEPORT AND GRIFFIN STRONG P.C.

REGARDING A NEW DISPARITY STUDY FOR THE CITY OF BIDGEPORT

WHEREAS, the City of Bridgeport, Connecticut requested proposals from firms to conduct a new disparity study to examine whether there is significant evidence of disparities in public contracting as it pertains to race and gender; and,

WHEREAS, this disparity study will build on the disparity study conducted two decades ago in the City of Bridgeport, which is the basis for the City's existing Small and Minority Business Enterprise ordinance; and,

WHEREAS, this new study will provide fresh data and analysis regarding disparities in the City's procurement processes and may serve as a basis for new or amended remedial action taken by the City to address such disparities; and,

WHEREAS, the selected firm will be expected to create the disparity study by engaging with key stakeholders, collecting evidence, examining data and trends, and making recommendations for remedial action to address any disparities that may exist within City procurement and contracting; and,

WHEREAS, any recommendations with respect to remedial actions should be supported by data and anecdotal evidence and should address any disparities found in a manner that comports with relevant state and federal case law and statutes; and,

WHEREAS, Griffin & Strong P.C. was chosen after a public Qualifications Based Selection Process as the most qualified firm to conduct Bridgeport's disparity study, and tis process was approved by the Board of Public Purchases.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Bridgeport that the attached Professional Services Agreement between the City of Bridgeport and Griffin Strong P.C. for the creation of disparity study for the City of Bridgeport be and is in all respects approved, ratified and confirmed; and

BE IT FURTHER RESOLVED, that the Mayor or his designee, the Director of the Small and Minority Business Enterprise Office, are hereby authorized to enter into the Professional Services Agreement in substantially the form attached hereto and, upon consultation with City

Attorney's Office, are further authorized to take all other actions and do all other things necessary including executing such other contracts, amendments and documents as may be necessary in furtherance of the purpose of, and consistent with, this resolution and in the best interests of the City of Bridgeport and its citizens.

**REQUEST FOR QUALIFICATIONS
with SEALED PRICE PROPOSAL**

SMX081234

**DISPARITY STUDY REGARDING MINORITY
PARTICIPATION IN CONTRACTING**

Submissions due Wednesday, April 19, 2023 @ 2pm



**CITY OF BRIDGEPORT
DEPARTMENT OF PUBLIC PURCHASES
999 BROAD STREET
BRIDGEPORT CT 06604**

The City of Bridgeport, Connecticut requests proposals from firms to conduct a new disparity study to examine whether there is significant evidence of disparities in public contracting as it pertains to race and gender. This study will build on the work conducted two decades ago in the City of Bridgeport, which is the basis for the City's existing Small and Minority Business Enterprise ordinance. This new study will provide fresh data and analysis regarding disparities in the City's procurement processes and may serve as a basis for new or amended remedial action taken by the City to address such disparities.

The selected firm will be expected to create the disparity study by engaging with key stakeholders, collecting evidence, examining data and trends, and making recommendations for remedial action to address any disparities that may exist within City procurement and contracting. Any recommendations with respect to remedial actions should be supported by data and anecdotal evidence and should address any disparities found in a manner that comports with relevant state and federal case law and statutes. Ultimately, only the Mayor, City Administration, and City Council can adopt and impose remedial measures which may address any findings in the disparity study conducted in accordance with applicable law.

Request for Qualifications Issued:	March 22, 2023
Date For Submission of RFQ/P:	April 19, 2023 @ 2:00pm
Period For Examination of RFQ/P:	April 19-21, 2023
Period For Interviews:	Early May 2023
Notice of Award:	July 2023

The City anticipates that negotiation of a contract with the selected firm shall be completed and approved by the Council shortly after the Notice of Award, that the study will be started promptly thereafter.

This RFQ/P may be eligible for consideration pursuant to the City of Bridgeport Minority and Buy Local Program. For more information, please visit the Municode Library by clicking [here](#).

To receive consideration as a Minority Business Enterprise (MBE) and/or as a City Based Business (CBB) in conjunction with this invitation to bid, certifications of the vendor's current MBE and/or CBB status must be included as part of the bid package at the time of bid submission. Consistent with the terms of City Ordinance 3.12.130 no submission of either MBE or CBB certification will be accepted when such certification(s) is/are not submitted as part of the bid package at the time of bid submission

PART ONE: SCOPE OF WORK

This is a solicitation for professional qualifications in accordance with Section 3.08.070(F4&G4) of the City of Bridgeport, Connecticut Municipal Code. The City seeks a consultant to provide a disparity study to examine, analyze and present information regarding disparities that may exist in municipal procurement based on race and/or gender. Such an analysis shall be supported by statistical and anecdotal information collected from City of Bridgeport records and information collected from the community.

Evidence to be Collected and Evaluated. Evidence bearing on the existence of racial and gender discrimination in contracting should be as reliable and complete as possible. The City understands that such evidence can emerge from many diverse sources of information having varying degrees of quality and reliability, including evidence of actual discrimination taken from personal experience, statistical analyses of available data, anecdotal evidence of perceived discrimination, or systematic, historic, institutional or nascent barriers impeding or preventing minority-owned companies from entering the public contracting marketplace. The successful proposal should consider, but should not be limited to, the following matters:

- Types of evidence available, and the most efficient gathering techniques (for example, phone or mail surveys, personal interviews)
- Definition of the Bridgeport local market area to be studied
- Identification of available City information sources
- Degree of reasonable assistance needed from City departments and employees in raw evidence gathering
- Conducting public hearings
- Identification of other available public and quasi-public information sources at local, state and federal levels
- Identification of other available information from private sector businesses, including construction, financial, manufacturing, service, development, insurance, surety, legal, accounting, architectural, engineering, and consulting companies
- Identification of information in public and private sector organized labor
- Identification of information available from watchdog organizations

Questions to be Answered.

1. Is there a disparity between the percentage of minority firms participating in City procurements versus the percentage of such firms that exist in the City of Bridgeport market area?
2. Does racial and/or gender discrimination play a role in limiting the participation of minority-owned firms in construction contracting and subcontracting?
3. Do various aspects of procurement, such as bonding and insurance requirements, large project size, insufficient subcontracting opportunities, proposal or estimating costs or the lack of resources to prepare them, lack of working capital, pre-qualification requirements, lack of previous dealings with a department or agency, and the like, make it difficult or impossible to obtain construction contracts or discourage minority-owned firms from bidding?
4. How do the disparities in public procurement break down statistically on the basis of race, ethnicity, and/or gender?
5. What barriers, if any, do minority businesses face when seeking credit from financial institutions, and is there disparate treatment between businesses seeking credit based on racial, ethnic, gender, or other factors?
6. Do prime contractors who use minority firms on public or private sector projects having minority hiring goals or requirements also use the same minority firms on public or private sector projects where there are no goals or requirements?
7. Are the City's current remedial actions with respect to encouraging local, small, and minority-owned businesses effective at addressing disparities which could exist in public procurement?
8. What is the current state of law with respect to remedial actions which may be implemented by the City to address any disparities that are identified as a result of this study?

Findings. The selected firm will be required to objectively analyze the evidence collected and report its findings in sufficient detail, with supporting documentation, where documentation is available, to support such findings. Such findings shall include: whether and to what extent discrimination in contracting came to light from the evidence collected; whether and to what extent such evidence was sufficient to answer the questions presented; whether relevant evidence was difficult to access, analyze or draw conclusions from; and whether such evidence is deemed sufficient to meet established legal standards upon which findings of discrimination can be made. The selected firm will provide its findings to the City in preliminary form for review as to clarity, level of detail, and general compliance with the requirements of the contract, after which such findings shall be incorporated into a final report and prepared for publication, distribution and presentation in the manner requested by the City.

Recommendations Sought. The selected firm will be required to make recommendations based upon the results of the study. In the case of any discrimination in contracting that may be found, the firm's recommendations shall be consistent with applicable law and identify whether the firm believes that there exists significant evidence of discrimination that require a remedy fashioned for those segments or sectors of the minority contracting community, including the Identified Minorities, deemed to have suffered from such discrimination. Such recommendations shall include as many options and alternatives as possible. Any such recommendations shall not be binding upon the City, which retains the sole right and responsibility to determine whether there is significant evidence of discrimination to create a compelling government interest in fashioning a particular remedy or particular remedies.

Monthly Progress Reports. Consultant shall report no less than on a monthly basis to the City with an update as to the consultant's activities, needs, and progress towards the final product.

Notice of Changes in Methodology of Evidence-Gathering. The proposer shall promptly notify the City if it seeks to change its methodology for conducting any portion of the study.

Prompt Identification of all Sources of Information. The proposer shall identify early on in the process all sources of information that are needed to be provided by the City so that City officials will have adequate time to collect such data, so as not to unduly delay the study.

Prompt Disclosure of Delays, Causes, and Suggested Action. The proposer will be required to promptly disclose any delays in the progress or completion of the study, the reasons therefor, and the steps the proposer intends to take to minimize and overcome such delays.

Preliminary Findings and Recommendations. The proposer shall submit a preliminary draft of its findings and conclusions for the City's review prior to the finalization of the study and its recommendations.

Final Report and Recommendations. The proposer will submit a final report to the City with recommendations in a format approved by the City.

PART TWO: EVALUATION CRITERIA

A selection committee will evaluate the proposals of all qualified firms. The committee shall consist of various members of the City Administration, the City Council, and members of various stakeholder organizations.

Specialized Experience and Technical Competence – 25 pts: The proposer should demonstrate experience in the following areas: (a) identifying and collecting information from various public and private sources related to minority firms, utilization of such firms in public and private contracting, availability of such firms for public and private contracting, discrimination against such firms in public and private contracting, barriers or hindrances to such firms participating in public and private contracting, and similar evidence described herein; (b) developing reliable statistical, factual and anecdotal information concerning minority firms and their participation in public and private contracting; (c) performing credible analyses and making legally-sustainable recommendations, with alternatives, related to remedies that might be pursued to correct evidence of any discrimination found; (d) providing quality services based on evaluation of the proposer's quality management plan (consideration will be given to the management approach, scheduling and coordination of disciplines and subcontractors, cost and quality-control procedures, and prior experience on similar studies); (e) adhering to project budgets and schedules; and (f) satisfactory completion of prior projects of this type.

Professional Qualifications – 25pts: The proposer should demonstrate that it has registered or licensed professional personnel, where registration or licensing is required by law, in the key disciplines that will be involved in the study. The evaluation will consider education, training, registration or licensing, overall and relevant experience, and longevity with the proposer or continuing of work in the same field. Some professional services may be provided on a subcontracted basis, which subcontractors must be identified in the proposal. The City reserves the right to reject respondents, at its sole discretion, where it appears that a significant portion of the anticipated work cannot be performed in-house.

Capacity of the Firm – 25pts: The evaluation will consider the proposer's experience with similar studies and available capacity of key disciplines required to perform the work within the required time frames established.

Knowledge of the Legal Standards Applicable – 25pts: The proposer should demonstrate its knowledge and experience with the most recent legal standards established by the highest courts having jurisdiction in the area of determining discrimination in contracting on the basis of race and/or gender; whether discrimination that is found is significant enough to create a compelling governmental interest to remedy such discrimination; and whether a particular recommendation for remedial action is tailored specifically to remedy the type of discrimination found.

PART THREE: SELECTION PROCESS

Those firms that are entitled to the award of Evaluation Credits will receive them and the firms will be rated and ranked based on their qualifications. The selection committee will apply appropriate selection criteria in a fair, objective manner until the most qualified firm is selected. The selection team will evaluate each firm's knowledge and experience with the type of study the City is seeking, the quality of the firm's personnel to be assigned to the study, the firm's methodology and means for conducting the study, and its ability to perform the work competently and in a timely fashion. An evaluation scoresheet will be used during the proposal review process and during any personal interviews that may be conducted with proposers

The Selection Committee may then create a list of up to four (4) firms and will conduct interviews of such firms. The Selection Committee will use the initial rating and ranking of qualifications, the interview results, and the price proposals to arrive at a final selection.

PART FOUR: REQUESTS FOR INFORMATION, AMENDMENTS TO SOLICITATION

The City reserves the unilateral right to amend this RFQ/P in writing at any time. The City also reserves the right to cancel or reissue the RFQ/P at its sole discretion. The City shall post copies of the RFQ/P and amendments on BidSync. It shall be the responsibility of the firm to inquire about additional information or clarification as to any aspect of the RFQ by submitting questions on BidSync.

Questions will be received until **5:00pm, April 5, 2023** and must be posted on www.bidsync.com

All firms are obligated to become familiar with such questions and answers and to submit or revise their responses accordingly. The City assumes no responsibility for a firm's failure to read questions and answers and to revise their responses accordingly.

PART FIVE: PROPOSALS

Each proposal must include, but is not limited to:

- Information about the history of the firm and relevant experience with respect to disparity studies of the kind contemplated herein;
- A project timeline with important milestones;
- Capacity of the firm to complete the project within the established timeline;
- The proposed methodology and workplan for the study;
- Support and data that will be required from the City or other entities to complete the study; and,
- An estimate of costs to complete the study (Note that exact pricing may be subject to negotiation between the selected firm and the City based on the final agreed upon scope and timeline for the project) to be provided in a sealed envelope along with submission.

PART SIX: PROFESSIONAL SERVICES AGREEMENT; BILLING AND PAYMENT; RIGHT OF REJECTION; EOE

A draft Professional Services Agreement is attached as Exhibit A

Payments may be made within forty-five (45) days upon the submission of complete monthly invoices with all necessary backup documentation.

The City of Bridgeport may at any time prior to the selection of a firm reject any and all proposals and cancel this RFQ, without liability therefor, when doing so is deemed to be in the City's best interests. Further, regardless of the number and quality of proposals submitted, the City shall under no circumstances be responsible for any firm's cost, risk and expenses in preparing its proposal and participating in the selection process. The City accepts no responsibility for the return of successful or unsuccessful proposals. This RFQ in no way obligates the City to select a firm.

All applicable City ordinances are incorporated by reference as if fully set forth herein, including but not limited to the provisions regarding non-discrimination in employment (Section 3.12).

PART SEVEN: SUBMISSION INSTRUCTIONS

ONE (1) ORIGINAL, FOUR (4) COPIES AND ONE (1) ELECTRONIC VIA THUMBDRIVE MUST BE SUBMITTED.

Sealed submissions must be received and time-stamped by the Purchasing Department prior to RFQ/P closing time.

No submission received after closing time will be considered.

To ensure proper handling & avoid misdirected delivery, please mark your RFQ/P envelope as follows:

SMX081234 – MINORITY CONTRACTING DISPARITY STUDY

Send your submissions to:

Lisa Farlow
Department of Public Purchases
2nd floor, 999 Broad Street
Bridgeport, CT 06604

**RFQ with sealed Price Proposal submissions (RFQ/P) are due:
2:00 PM, Wednesday, April 19, 2023**

Late Submissions: City will not assume responsibility if a submission is misdirected, or its delivery is delayed. It shall be the sole responsibility of the submitter to pay for any type of delivery service charge, and to see that the Office of the Purchasing Agent receives his/her submission on time. The clock used shall be the Purchasing Agent's official date and time stamp clock. The City does not assume financial responsibility for late deliveries by the U.S. Postal System or any other delivery service.

The City shall not be responsible for and/or shall not pay any costs associated with the preparation, submission, or presentation of any submission, or costs incurred by the responding firms during the interview and negotiations phase of the solicitation process.

EXHIBIT A: PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

Disparity Study Regarding Minority Participation in Contracting

THIS AGREEMENT between the parties dated the ___ day of _____, 2023 (the "Agreement") is hereby entered into between _____ with its principal places of business at _____ (the "Consultant") and the **City of Bridgeport**, through _____, with its principal place of business at 999 Broad Street, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

WHEREAS, the City advertised a Request for Qualifications ("RFQ") on _____, 2023 for the purpose of studying the disparity in the City of Bridgeport's contracting services with small and minority businesses, such RFQ is attached hereto as **Exhibit A**;

WHEREAS, the Consultant submitted responsive documents on _____, 2023, which are attached hereto as **Exhibit B**; and

WHEREAS, the Board of Public Purchases reviewed the solicitation and selection process at their meeting on _____, 2023, **and approved said process**; and

WHEREAS, the City selected the Consultant based upon its qualifications and proposal and further based upon the Consultant's statements and representations made therein; and

WHEREAS, the City is utilizing [funding source] to contract with the Consultant; and

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

1. **General Undertaking.** The parties are entering into this Agreement for the purposing of engaging the Consultant to provide a comprehensive Police Operations and Staffing Assessment, inclusive of an actionable Strategic Plan (the "Assessment"), of all Division of the Bridgeport Police Department, such duties being more detailed and delineated in the Scope of Work attached hereto and made a part hereof as **Exhibit C** and such other tasks as the City may direct the Contractor to perform within the general scope of activities for which the Contractor is being engaged (the "**Services**" or "**Project**").

2. **Term of Engagement.** This Agreement shall commence within five (5) business days of the date last below written and shall continue in full force and effect until _____, **2023**, or until the earlier termination of this Agreement as

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

3. Contract Time. The initial Assessment shall be due on or before [redacted], 2023. The City will have 15 days to review the initial Assessment and provide feedback to the Consultant during with time the City and the Consultant shall meet to discuss the initial Assessment. Consultant shall complete the final assessment the earlier of [redacted], 2023, or 30 days from receipt of feedback from the City (the "Final Completion Date.").

(a) Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant further agrees that the work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

4. Responsibilities of Consultant

(a) Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. The Consultant shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested or directed by the City in writing. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

(b). Working Hours. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse

Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

(c) Publicity. Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

(d) Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

(e). Consultant's Employees. The Consultant shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

5. Record of Activities. The Consultant shall maintain contemporaneous daily time records of hours and tasks performed in sufficient detail requested by the City, which records shall be submitted to the City [**frequency**] during the Term, or unless otherwise directed by the City. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.

6. Payment.

(a) Source of Funds. The Consultant's activities under this Agreement will be funded [**funding source**]. The parties understand that the Consultant will provide its Services pursuant to the Scope of Work, including reimbursable expenses, up to a maximum not-to-exceed amount of [**total contract amount**].

(b) Payment. The Consultant will submit invoices to the City on a monthly basis for the prior month's Services rendered and such invoices shall be paid by the City within 45 days of receipt of a complete invoice. The City will promptly review each Consultant invoice and shall, within ten (10) business days of receipt, either approve such invoice for payment or advise Consultant of any revisions or additional documentation necessary to render such invoice so approved.

5. Acceptability of Information and Reports Supplied by the Consultant. Any and all information and reports, whether supplied orally or in writing by the Consultant, shall be based upon consistent and reliable data-gathering methods and may be relied upon by the City. The City acknowledges that all such information and reports were prepared for the Project at hand and are neither represented nor warranted to be appropriate for reuse on any other project or under different circumstances and that any such reuse shall be at the sole risk of the City and without liability to the Consultant.

7. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title and interest in such the Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

8. Confidential Information.

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

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding

its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

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

10. Representations and Warranties.

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

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

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

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

(d) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

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

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal sanction, and further represents that the

Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

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

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

(i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

(j) The Consultant represents and warrants that any computer program included as a deliverable Service hereunder operates substantially in accordance with the specifications for such work and in compliance with Year 2000 Standards. For these purposes, "**Year 2000 Standards**" means the deliverable Services and the reports prepared in connection therewith records, stores, recognizes, interprets, processes and presents both 20th and 21st century dates using four (4) digit years and operates at a programming interface level with other programs for which it could reasonably be expected to operate without causing the other programs to violate such Year 2000 Standards.

12. Remedies & Liabilities.

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

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6

("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

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

If to the City:

Director, Small & Minority Business Resource Office
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

with a copy to:

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

If to the Consultant:

At the address specified above.

13. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such

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default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under **Section 7** ("Confidential Information"), **Section 9** ("Injunctive Relief") or **Section 10** ("Warranties").

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

14. Resolution of Disputes and Choice of Law.

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

15. Independent Consultant Status. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material

upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. Indemnification; Insurance.

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

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

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

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

with a combined single limit for bodily injury, personal injury and property damage.

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

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

Cancellation notice—The City shall be entitled to receive from the insurance carriers **by policy endorsement** not less than 10 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

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

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

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

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

19. Communications. All communications shall be made orally or in writing to the Director of Planning and Economic Development for the City of Bridgeport or his respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Contract Change Order.

(a) At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

(i) within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

(ii) the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount AND

(iii) the Final Completion Date has not been changed.

(b). Notwithstanding the foregoing subsection A, a Change Order shall not include:

(i) an upward adjustment to a Consultant's payment claim, or

(ii) a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

(c). That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Purchasing Agent and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Purchasing Agent prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract.

21. Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme and unseasonable weather conditions, natural disasters, catastrophic events, mass casualties to persons or significant destruction of property, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be

accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope of Services, and may result in the need to adjust the Compensation in accordance with the terms of this Agreement.

22. Non-Discrimination. The requirements for minority hiring and participation by disadvantaged businesses are set forth in Chapter 3.12 of the Municipal Code of Ordinances of the City of Bridgeport, which Chapter is attached here to as **Exhibit D**.

21. Miscellaneous.

(a) **No Third-Party Beneficiaries.** None of the provisions of this Agreement is intended to be for the benefit of, or shall be enforceable by, any person other than the parties hereto and their permitted successors and assigns.

(b) **Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed or signed and scanned, and that any electronic or scanned signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

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

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

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

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

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

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

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

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

CITY OF BRIDGEPORT

By: _____

CONSULTANT

By: _____

Name:
Title:
duly-authorized

Exhibit A

Requests for Qualification and Proposals

Office of the City Attorney Use Only

I:/JTM/Minority Disparity Study/City Attorney—Professional Services Agreement ()—03162023

Exhibit B
Consultant's Proposal

Exhibit C

Scope of Work

Office of the City Attorney Use Only

I:/JTM/Minority Disparity Study/City Attorney—Professional Services Agreement ()—03162023

Exhibit D
Nondiscrimination

Chapter 3.12 of the Bridgeport Code of Ordinances reads in pertinent part as follows:

- A. The Contractor agrees and warrants that during the performance of this contract he will not Discriminate or permit discrimination against any person or group of persons because of race, color, religion, sex, age or national origin in any manner prohibited by the laws of the United States or of the state of Connecticut, and further agrees to take affirmative action that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Office of Contract Compliance of the City of Bridgeport setting forth the provisions of this section.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age or national origin.
- C. The Contractor will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, and to each vendor with which he has a contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under this division, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of this Section and with all the rules and regulations or orders issued by the Office of Contract Compliance pursuant thereto.
- E. The Contractor will provide the Office of Contract Compliance with such information requested by said office concerning the employment pattern, practices and procedures of the Contractor as relate to the provisions of subsections A through C of this Section and rules and regulations and/or orders issued pursuant thereto.

Office of the City Attorney Use Only

I:/JTM/Minority Disparity Study/City Attorney—Professional Services Agreement ()—03162023

- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any rule, regulation or order issued under this Section, the Contract may be canceled, terminated or suspended, in whole or in part and such other sanctions may be imposed and remedies invoked as are provided under the provisions of Section 3.12.100(D) of the City of Bridgeport Ordinances and rules, regulations or orders issued pursuant thereto, or as provided by federal and state laws.

- G. The Contractor will include the provisions of subsection A of this Section, in every subcontract or purchase order unless exempted by rules, regulations or orders of the Office of Contract Compliance issued pursuant to Section 3.12.060 of the City of Bridgeport Ordinances, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Office of Contract Compliance may direct as a means of enforcing this Section, including sanctions for non-compliance in accordance with the provisions of Section 3.12.100 of the City of Bridgeport Ordinances.

City of Bridgeport Disparity Study
Price Proposal with Hours

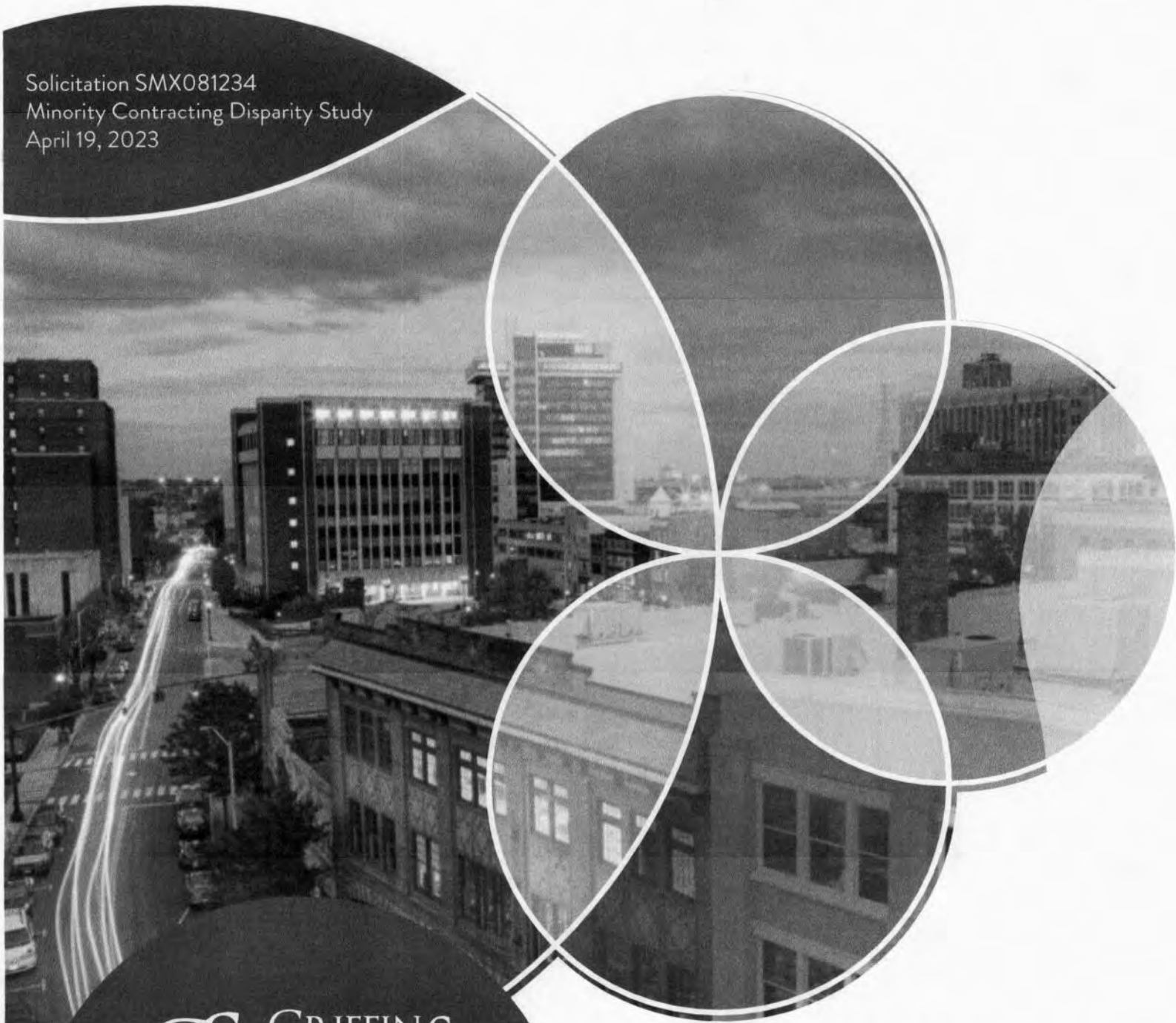
Milestones	Milestone Fee	
1. Kick Off Meeting, Data Assessment, Plan for Data Collection	\$ 21,850	81
2. Conduct Informational & Organizational Meetings & Launch Website	\$ 9,399	36
3-Collect Quantitative Data	\$ 15,700	76
4. Conduct Online Survey of Business Owners	\$ 19,600	52
5. Conduct Case Law Review	\$ 13,800	54
6. Policy Review	\$ 18,300	72
7. Conduct Anecdotal Interviews	\$ 19,300	12
8. Collect and Analyze Anecdotal Evidence	\$ 35,899	206
9. Private Sector Analysis	\$ 17,300	68
10. Prepare Databases	\$ 42,300	248
11. Conduct Relevant Market Analysis	\$ 5,800	26
12. Conduct Utilization Analysis	\$ 5,800	26
13.. Conduct Availability Analysis	\$ 5,800	26
14. Conduct Disparity Analysis & Draft Statistical Chapter	\$ 16,550	69
15. Findings & Recommendations	\$ 18,000	82
16. Draft Report	\$ 26,400	114
17. Final Report, Exec Summary & Presentations	\$ 22,800	82
Total Fee	\$ 314,598	1330

Hours do not include Subcontractors' hours to conduct surveys, interviews, or proofreading services.

Milestones	Total Hours by Team Member
Rodney K. Strong/ Delmarie Griffin-Project Executives	96
Dr. Gregory Price - Sr. Economist	79
Dr. Vince Eagan-Principal Investigator/Policy Advisor	127
Michele Jenkins-Sr. Project Manager	196
Austin Broussard - Project Manager	232
Marcus Garner-Anecdotal Analyst	84
Dr. Imani Strong, Anecdotal Oversight	52
Dr. Rose Nyaondo, Data Analyst	280
Susan Johnson - Project Administrator	44
David Maher-Legal & Policy Analyst	80
Esther Dan - Data Entry & Assistance	40
Winifred Clark - Graphic Design	20
Total Hours by Task	1330

City of **BRIDGEPORT CONNECTICUT**

Solicitation SMX081234
Minority Contracting Disparity Study
April 19, 2023



GS GRIFFIN &
STRONG P.C.
ATTORNEYS AND PUBLIC POLICY CONSULTANTS

235 Peachtree Street, N.E. | Suite 400
Atlanta, Georgia 30303
Phone: 404-584-9777 |
Fax: 404-584-9730
GSPClaw.com

ORIGINAL

Via Federal Express

April 19, 2023

Lisa Farlow, Assistant Purchasing Agent
City of Bridgeport Purchasing Department
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

**Re: City of Bridgeport Minority Contracting Disparity Study: Solicitation
SMX081234**

Dear Ms. Farlow:

Griffin & Strong, P.C., is pleased to have the opportunity to submit our qualifications to conduct a Disparity Study for the City of Bridgeport. Griffin & Strong, P.C. (GSPC) is a certified minority-owned law and public policy consulting firm located in Atlanta, Georgia. The firm was organized in 1992, incorporated in 1996 and has been operating continuously since that time. Our firm is nationally recognized in the areas of supplier diversity and disparity research and is certified in the State of North Carolina and Tennessee, and Fulton County, Georgia. In accordance with the terms of City Ordinance 3.12.130, copies of our MBE certification are included in this proposal.

GSPC has conducted over sixty (60) major disparity studies as a prime contractor, for entities including the City of Toledo (OH), City of Augusta (GA), City of Birmingham (AL), City of Frederick (MD), and Metropolitan Government of Nashville and Davidson County (TN). We are currently conducting Disparity Studies for the State of Connecticut and the City of Cambridge (MA). In addition, we have served as expert lead for two Living Cities City Accelerator Cohorts on Procurement for Inclusive Economic Opportunities, which assisted a total of fifteen cities, in creating a more inclusive procurement process and increasing diverse business participation. We are uniquely positioned to assist the City of Bridgeport in conducting robust research that forms the basis of a legally defensible and effective program.

GSPC's CEO, Rodney K. Strong, is widely considered a foremost national expert in factual predicate research having crafted the City of Atlanta's successful response to the tide-turning City of Richmond v J.A. Croson (1989) case when he was the City's Director of Contract Compliance. He also testified before the U.S. Senate Committee on Small Business & Entrepreneurship.

GSPC's team is the strongest and most experienced in the industry with six (6) JDs, two (2) PhDs in Economics, a PhD in Public Policy Analysis, a PhD in Social Psychology, and a PhD in Anthropology, all with expertise in disparity research. GSPC's Sr. Economist was recently named one of the top 40 Black Economists of the last 30 years.

We are the only firm among our competitors that can not only complete a high quality, legally defensive disparity study, but also provide the utmost professional and experienced, hands-on direction in implementing the recommendations from the Study.

Disparity studies are a creation of the courts and the methodology for conducting them is controlled by case law, as well as econometrics. We are unique in that we are a law firm with a

public policy consulting division, whose sole focus is disparity research, government and private consulting, and supplier diversity program development. Because of the specialized experience of GSPC, we are perfectly suited to analyze and respond to the current legal climate which confronts governmental efforts to ensure that all citizens are given an equal opportunity to compete in the area of public contracting. GSPC acknowledges that in addition to conducting high-quality disparity studies and quantitative research, it is important to understand the total legal and political environment of each client and to have an open and flexible approach toward policy options that pass muster under intense legal and political scrutiny.

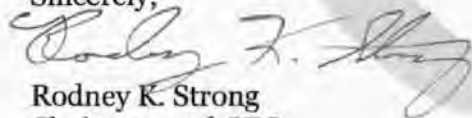
GSPC's work is characterized as follows:

1. GSPC prides itself on ensuring each consulting engagement is done to the highest quality and any program developed is uniquely crafted to meet the needs of the jurisdiction that it serves.
2. From finding and collecting data (wherever it is, including hard copies), to filling data gaps and conducting manual data entry, we do the work necessary to provide a legally defensible study, and do not take shortcuts.
3. GSPC will see you through to the project conclusion, providing clear findings and recommendations to serve as your strategic next steps.
4. GSPC is uniquely capable of hands-on development of any recommended program or modifications of existing programs, including legislative recommendations, drafting legislation, creating the business model and structure, and, when needed, running the program.
5. GSPC believes strongly in community engagement and will work closely with you to identify and engage your community stakeholders to ensure their concerns are heard.
6. GSPC conducts its projects under PMI project management processes and takes pride in the timely delivery of projects.

Overall, GSPC is committed to performing the services as described in our proposal. The firm's representative for this proposal is Susan G. Johnson, Director of Project Development, who can be reached via email (susan@gspclaw.com) or via phone, 678-364-2962, ext. 102.

Again, we are pleased to present our qualifications and look forward to hearing from you soon.

Sincerely,



Rodney K. Strong
Chairman and CEO

Tab 1: Qualifications and Experience



1. Qualifications and Experience

Griffin & Strong, P.C. (GSPC), is an Atlanta, Georgia-based professional corporation that focuses on law and public policy consulting. The firm was organized in 1992, incorporated in June 1996, and has been in business continuously since that time—thirty one years. GSPC is a small, minority business enterprise owned by Rodney K. Strong and Delmarie A. Griffin, and is certified in Georgia, North Carolina and Tennessee. GSPC was awarded its first major disparity study as a prime contractor in 1994 for the City of St. Louis.

Since the firm’s inception, it has been directed by Rodney K. Strong, who is the Project Executive on all the firm’s engagements. Attorney Strong has an extensive background in the area of public contracting, with specific experience conducting disparity studies, evaluating M/W/DBE programs, developing supplier diversity programs and drafting legislation. Attorney Strong is nationally recognized as one of the foremost experts in the areas of disparity research, DBE/MBE/SBE/WBE and supplier diversity program development:

- He testified before the U. S. Senate Committee on Small Business & Entrepreneurship on the topic of “Business Start-up Hurdles in Underserved Communities: Access to Venture Capital and Entrepreneurship Training.” His testimony was published in the Congressional Record.
- He oversaw the first major post-Crosby disparity study and developed the first major post-Crosby minority and women business enterprise program, including assisting in the drafting of the legislation.
- His entire career has been dedicated to diversity program development and disparity research and he has provided consulting services to numerous jurisdictions to develop small and diverse programs.

At Griffin & Strong, P.C., we are not just researchers, we are practitioners. We have served as the expert cohorts for two Living Cities Accelerators on equity and inclusion in procurement and have assisted fifteen (15) cities to accomplish specific goals in this area through the Living Cities’ grant. As an output of the cohorts, Griffin & Strong, P.C. authored the Equity and Inclusion in Procurement Implementation Guide, published by Governing Magazine in January 2019 (<http://www.governing.com/papers/Improving-Procurement-Processes-to-Promote-Economic-Equity-111268.html>). The following cities were included in the 2 projects:

Boston, MA	Cleveland, OH	Kansas City, MO	Milwaukee, WI	Philadelphia, PA
Charlotte, NC	El Paso, TX	Los Angeles, CA	Minneapolis, MN	Pittsburgh, PA
Chicago, IL	Houston, TX	Memphis, TN	Nashville, TN	South Bend, IN

GSPC has conducted over sixty (60) major disparity studies as a prime contractor, performed benchmarking, and provided program development and consulting services for numerous clients as illustrated in the following table:

Disparity and/or Availability Study	Duration
City of St. Louis, Missouri	1994-1995
Atlanta (GA) Public Schools	1997
New Orleans (LA) Aviation Board	1996-1997
City of Cincinnati (OH)	1998-2003
Jackson (MS) Public School District	1998-1999

Jackson (MS) Municipal Airport Authority	1998-1999
City of Jackson (MS)	1998-1999
Commonwealth of Kentucky	September 1999-January 2001
City of Columbus (OH)	October 2002-August 2003
Metropolitan Government of Nashville and Davidson County (TN) (6 agencies, including public schools)	2003-2004
Montgomery County (MD)	April 2004-April 2005
City of Atlanta (GA)	July 2005-2007
Durham County (NC)	October 2006-August 2007
Metropolitan Nashville Airport Authority (TN)	January 2007-August 2007
City of Memphis (TN)	January 2007-July 2008
State of Tennessee (including Dept. of Education and State Board of Education)	September 2007-2009
City of Jackson (MS)	June 2007-2008; 2010-2012
Montgomery County (MD)	June 2013-June 2014
City and County of Durham, NC (2 separate entities, studies conducted simultaneously)	October 2013-January 2015
Cuyahoga County (OH) (except disparity analysis)	January 2014-2015
Georgia Department of Transportation (included state and federal-funded contracts)	March 2015-December 2016
City of Savannah, GA	April 2015-April 2016
City of Memphis (TN) – Disparity Study and follow-up consulting services)	May 2015-August 2016; August 2016-December 2016
St. Louis County (MO)	June 2016-December 2017
Louisville Water Company (KY) (Availability Study); Program implementation services	September 2016-July 2017; June 2018-December 2018
City of Greensboro (NC) Disparity Study MWBE Program Consultant Post-Study Consultant	February 2017-April 2018; December 2018-August 2019; July 2020-Present
Fulton County, GA Disparity Study; drafted legislation to implement recommendations; legislation has been approved; study rollout delayed due to the pandemic	August 2017-December 2019
Invest Atlanta (Economic Development Division of City of Atlanta)	June 2017-March 2019
Metropolitan Government of Nashville and Davidson County (Disparity Study and Minority Enterprise Growth and Needs Study) and Program Consulting	July 2017-August 2018 (Study) August 2018-June 2020 (Program consulting)
City of Tacoma (WA)	August 2017-September 2018
Sound Transit (WA)	September 2018-March 2020
City of Chattanooga (TN)	October 2018-September 2019
Metropolitan Nashville Airport-Study	December 2018-June 2020

Additional Scope	March 2021-May 2021
North Carolina Department of Transportation	October 2018-December 2021
Cuyahoga County (OH)	January 2019-June 2021
State of North Carolina – Disparity Study Phase 2- Implementation Services	February 2019-2021 March 2021-2022
Mecklenburg County (NC) Post-study Consulting	April 2019-October 2020 December 2020-Present
Port of Houston Authority (TX)	August 2019-December 2020
City of Frederick (MD) Post-study Consulting	February 2020-March 2021 June 2021-September 2021
Bexar County (TX)-Disparity Study Implementation	December 2019-July 2021 July 2021-December 2021
Charles County (MD)-Study completed; Implementation Completed	May 2020-December 2021 May 2022- October 2022
City of Birmingham (AL) – Disparity Study; pending Implementation	July 2020-May 2022
City of Augusta (GA) – Study Complete; Program Development in Progress	August 2020-Present
City of Milwaukee (WI)-Disparity Study-analysis complete, pending Draft Report	January 2021-present
City of Toledo (OH)—Disparity Study-completed; Post-Study Consulting in progress	March 2021-October 2022
City of Fayetteville (NC)-Disparity Study- completed	June 2021- November 2022
Fayetteville PWC (NC)-Disparity Study	June 2021-December 2022
City of Cincinnati (OH)—Disparity Study (draft report submitted)	June 2021-present
Wake County (NC)-Disparity Study-completed	February 2022-April 2023

From the above list of studies that we have performed, we have served several repeat clients, namely the City of Atlanta (GA), City of Memphis (TN), Metropolitan Government of Nashville and Davidson County (TN), Metropolitan Nashville Airport Authority, Montgomery County (MD), Durham County (NC) and City of Jackson (MS). This is a testament to the quality of our work and the stability of our firm.

In addition to disparity studies, GSPC has performed on numerous other public engagements. Please see a representative listing of these engagements below:

Public Policy Consulting:

- Clayton County (GA)-Benchmarking (completed 2021; contract renewed for another year)
- Living Cities (Cohort Lead for 10 cities, 2021, also led previous 5-city cohort 2018)
- Atlanta Development Authority (Atlanta, GA)
- Georgia Lottery Corporation
- Houston Metropolitan Transit Authority (TX)
- City of Gainesville, (FL)
- Richmond County (GA)

- Georgia Lottery Corporation
- Houston Metropolitan Transit Authority (TX)
- City of Gainesville, (FL)
- Richmond County (GA)
- Newark, New Jersey Consortium
- Georgia Department of Transportation-DBE Consultant
- Sound Transit, Seattle WA-DBE Consultant

Supplier Diversity:

- State Farm Arena Renovations (Atlanta, GA)
- Mercedes-Benz Stadium (New Home of the Atlanta Falcons)
- College Football Hall of Fame (Atlanta, GA)
- National Center for Civil and Human Rights (Atlanta, Ga)
- The New World of Coca-Cola (Atlanta, GA)
- FedEx Forum (Memphis, TN)

Other Diversity Statistical Studies:

- State of Georgia Department of Administrative Services
- Metropolitan Nashville and Davidson County (Minority Growth & Needs)
- Louisville Water Company (Louisville, KY) Availability Study

Program Development:

- Atlanta Committee for the Olympic Games (GA)
- Tennessee Valley Authority
- Clayton County (GA)
- City of Memphis, TN
- Charlotte, NC
- Louisville Water Company
- Fulton County, GA
- City of Greensboro, NC

Program Legislation:

- Clayton County (GA)
- State of Tennessee
- Metropolitan Government of Nashville and Davidson County (TN)
- Durham County, NC
- City of Atlanta, GA
- Commonwealth of Kentucky
- City of Jackson, MS
- City of Cincinnati, Ohio
- Atlanta Public Schools (GA)
- City of Tucson and Pima County, Arizona
- Clark County, Nevada
- City of Phoenix, Arizona
- City of Greensboro, NC

Goal-Setting

- Georgia Department of Transportation
- Hartsfield-Jackson Atlanta International Airport

Unique Capabilities

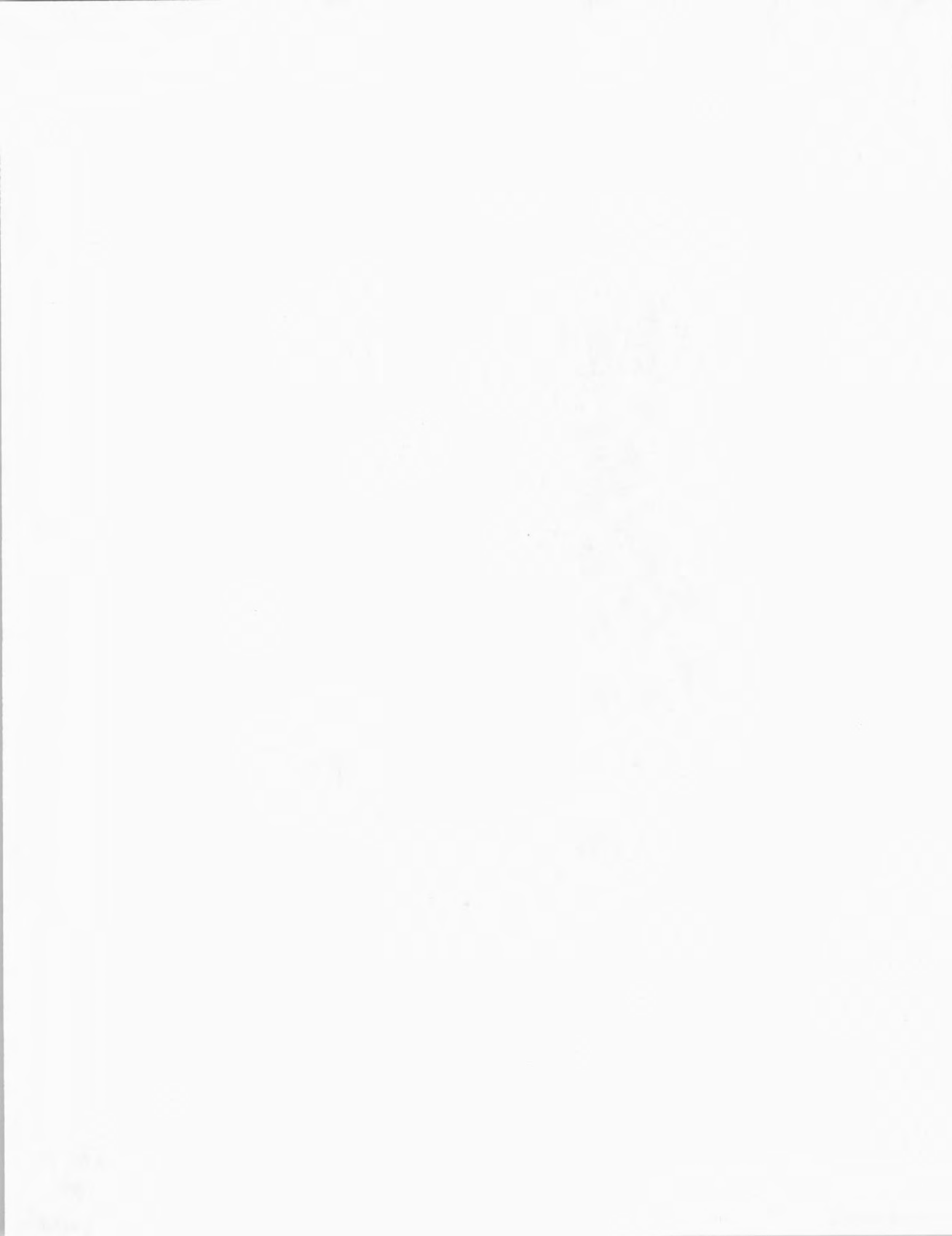
In summary, GSPC is unique in that it is a law firm with expertise in conducting disparity and availability studies. We have unique capabilities that set us apart from our competitors which allow us to provide timely, quality services for the City of Bridgeport:

- GSPC is a **law firm** actively engaged in the practice of law, with a public policy consulting division that specializes in disparity research and government and private consulting. It has particular expertise in the area of DBE, MWBE and diversity program development and legislative action, as well as tracking and analyzing new developments in this area of the law.
- **Unique, High-Quality Studies** – Over the last few years, several firms have been publicly criticized for utilizing inaccurate data and for cutting and pasting analyses from one study to another, focusing more on the number of studies they do rather than the quality. GSPC prides itself on making sure that each study is of high quality and unique to the jurisdiction that it serves. GSPC **does not cookie cut its studies**, but instead undertakes each study uniquely, totally immersing the team in the process of understanding and adjusting to the needs of that study and understanding the character of the community being served. As a result, GSPC produces high quality studies that have never been challenged or overturned in court.
- **We Do the Work**-Some of our competitors will not collect manual data. Finding the data, collecting the data (wherever it is, including hard copies), and entering the data is always part of our engagement. We do not take shortcuts here because the data collection is not easy. GSPC's CEO is a former government employee and was Director of Contract Compliance for the City of Atlanta. As such, GSPC recognizes that each City employee already has a substantial job to do, which is one of the reasons that the disparity study was outsourced. GSPC has placed processes and personnel in place to do the work in gathering data and performing the work in a manner that is the least intrusive to the staff. This means that instead of just submitting a data request, GSPC will roll up its sleeves to gather the data where and how it is found and go through boxes of physical data, if necessary, to gather information.
- **We Are Innovators** – Every study is different, and every study has different communities with different needs and characteristics. Every study has different data that has to be addressed differently. Every study has a different outcome that needs different recommendations. We are a team of 6 Attorneys, 2 PhDs in Economics, a PhD in Public Policy Analysis, and a PhD in Anthropology. We are thinkers, innovators, and overcomers who take our studies one at a time, servicing our client and our communities because we have a passion for disparity research. We want the best for your community and will partner with you to get there, not just deliver a study that will collect dust.
- **Post Study Activities**- Because of Attorney Strong's expertise in factual predicate research and disadvantaged, minority and women business enterprise program development, GSPC is uniquely capable of hands-on development of any recommended program or modifications of existing programs, including making legislative recommendations, drafting legislation, creating the business model and structure, and running the program.

- **Secure data storage**-As a law firm, GSPC is bound to adhere to strict requirements of confidentiality which is equally applied to its consulting division. Data from our clients are deposited directly from the client into its cloud based box.com account maintained by GSPC. This account is password protected with encrypted storage and transfer, along with login and logout reports documenting access. Its security has SSAE 16 Type II standards, and it carries regularly updated third-party SOC1 and SOC2 certifications of its compliance.
- **Chain of evidence**-GSPC anticipates that litigation can occur because of the outcomes and resultant programs or program modifications. Therefore, as a law firm, GSPC maintains all data and documents as a chain of evidence. This means that all databases and documents are inventoried, and change logs are maintained to show any changes made to data files. This way there is direct evidence that allows any inquirer to “peel back the onion skin” to see all processes conducted on the data.
- **Focus on communications**-As part of its upfront planning process, GSPC will conduct a stakeholder analysis along with a communications plan. This plan will include outreach to community stakeholders; regular monthly disparity team conference calls (e.g. third Tuesday of every month at 11AM) followed by a monthly written status report with updated schedule. Most importantly, GSPC will provide the City with each deliverable upon completion rather than at the end of the study so that the report has been fully reviewed prior to delivery of the draft report. This assures against substantial rework, and buy-in to the databases and outcomes.
- **Timely Delivery** – GSPC conducts its studies under PMI project management processes which best assures the delivery of projects on time to the client. GSPC takes the delivery dates set by its clients very seriously and prides itself on on-time delivery.

In addition, we include some of the most experienced team members in the area of disparity research:

1. Members of our team have participated in more than 150 disparity studies over the last 25 years.
2. Our core team includes 6 JDs, 2 PhDs in Economics, a PhD in Public Policy Analysis, and a PhD in Anthropology.
3. Our Chief Researcher has been a successful expert witness in 6 cases involving minority business programs. In 2 cases, the testimony supported disparity studies upheld at the federal court level. One of those cases is the case that governs disparity studies in the Fourth Circuit.



Tab 2: Qualifications of Key Personnel



2. Qualifications of Key Personnel

Please see below for the biographies of GSPC's key personnel who will be working on this engagement.

Rodney K. Strong, Esq., Chairman and CEO, Project Executive



Experience: Founder of Griffin & Strong, P.C., which was organized in 1992, incorporated in 1996; Licensed attorney in Georgia, with over 24 years of experience. Represents a range of public sector and corporate clients, specializing in public contracts, supplier diversity, real estate and community economic development issues. He has served as Project Principal or Project Manager on over 100 previous disparity studies, public policy consulting engagements, goalsetting, benchmarkings, and supplier diversity engagements. While serving as Director of the Office of Contract Compliance, he oversaw the first post-Crosby disparity study for the City of Atlanta. Additionally, he developed the first post-Crosby MFBE program. He testified before the U.S. Senate Committee on Small Business and Entrepreneurship on the topic of Business Start-up Hurdles in Underserved Communities: Access to Venture Capital and Entrepreneurship Training on September 11, 2008 (part of the Congressional Record).

Education/Training: B.A., Political Science, Morehouse College, (1977) and J.D., University of Memphis, Cecil C. Humphreys School of Law (1983).

Delmarie A. Griffin, Esq., President, Co-Project Executive



Experience: Ms. Griffin, the co-owner of Griffin & Strong, P.C., is an attorney with extensive experience in government procurement policies and practices, public contract law, and legal analysis. She recently completed a benchmarking project for Clayton County (GA), for whom we had previously developed and implemented a program. As an attorney, Ms. Griffin has represented clients in a wide range of cases involving Federal, State and Local issues. Ms. Griffin has developed an extensive skill set through the negotiation of major contracts and complex business transactions between diverse groups of private clients and government entities. She served as Senior Contract Administrator for the City of Atlanta Department of Procurement for almost 10 years, where supervised daily procurement activities of contracting offers. Ms. Griffin also previously served as Contract Compliance Hearing Officer for Fulton County, Georgia for ten years (1989-1999). Ms. Griffin has served as the qualitative research coordinator (legal review, purchasing practices review, anecdotal) on fifteen major or disparity studies, including St. Louis County (MO); City of Memphis (TN); Metropolitan Government of Nashville and Davidson County (TN) (including schools); City of Atlanta.

Education/Training: B.S., Business Administration and Political Science, Morris Brown College, (1979) and J.D., University of Georgia, (1983).

Dr. Imani Strong-Tucker, Chief Operating Officer, Anecdotal Analysis Oversight



Experience: Imani Strong is the Chief Operating Officer at Griffin & Strong, P.C. She has served previously as Deputy Project Manager and Qualitative Research Coordinator on six major disparity studies, and as a data analyst on two studies. Imani currently oversees operations for the firm, providing strategic guidance and support to GSPC's staff and managing the allocation of resources to ensure the team's efficiency. An expert in anthropology and qualitative research methodology, Dr Strong provides input on the qualitative evidence gathering process and stakeholder engagement, as well as the production of anecdotal analyses for the firm's studies.

Education/Training: B.A., summa cum laude, Anthropology, Mount Holyoke College, M.Sc., Anthropology, University of Oxford, and Ph.D., Anthropology, London School of Economics and Political Science.

Other Qualifications: While Mrs. Strong at the London School of Economics and Political Science, she has since taught anthropology at the undergraduate and postgraduate levels and has designed and taught a course on anthropological approaches to race and racism. Her Ph.D. research, *"Contracting change: An ethnographic study of affirmative action, entrepreneurship, and bureaucracy in Atlanta, Georgia"*, was funded by the Leverhulme Trust through the LSE's International Inequalities Institute. Her research was conducted through extensive fieldwork within the public contracting program at the City of Atlanta and with minority business owners in the Atlanta area.

Michele Clark Jenkins, J.D., Senior Director and Project Manager, Consulting Division, Project Oversight



Experience: 15 years of experience as head of the consulting division of Griffin & Strong, P.C., and has served as project manager for disparity studies, most recently, for State of NC, NCDOT, Cuyahoga County (OH), City of Greensboro, NC; Mecklenburg County (NC), Needs Assessment and Disparity Study for the Metropolitan Government of Nashville and Davidson County (TN); Louisville Water Company (KY); City of Memphis, TN (second generation study); Fulton County (GA), the City and County of Durham (NC); Montgomery County (MD); the State of Tennessee, and the City of Jackson (MS); served as the lead consultant on goal setting projects for the Georgia Department of Transportation and Hartsfield Jackson Atlanta International Airport. She currently serves as Project Oversight for disparity studies in progress for Guilford County (NC); City of Fayetteville and Fayetteville Public Works Commission (NC), and post-study consulting for Mecklenburg County (NC), City of Greensboro and Bexar County (TX). Ms. Jenkins has also lead consulting engagements for the State Farm

Arena Redevelopment Project (GA), Metro Nashville Government (TN), City of Memphis (TN), City of Charlotte (NC), and City of Greensboro (NC).

Education/Training: B.A., Anthropology, Princeton University (1976) and J.D. from New York Law School (1982); Project Management Certificate from Kennesaw State University; Negotiation Certificate from Harvard University. Ms. Jenkins is also certified in Contract Compliance Administration by Morgan State University.

Austin Broussard, Project Manager



Experience: Austin Broussard gained market-leading consulting experience at Bain & Company and Deloitte, where he helped craft c-suite level business strategies for Fortune 100 executives. After Bain, Austin aimed to deepen his economic impact in diverse communities and joined GSPC as a Deputy Project Manager in the public policy consulting division. His work with municipal governments across the U.S. promoted economic development and equity in public contracting. He later rejoined GSPC in our Supplier Diversity practice area, with a focus on Utilities. He has served as Project Manager for the following Disparity Studies: City of Memphis, Memphis-Shelby County Schools, and Memphis Light, Gas, & Water (TN).

Education/Training: Dual B.A., Finance and Spanish, Morehouse College, M.B.A. Yale University

Dr. Vincent Eagan, J.D., Chief Researcher



Experience: Dr. Vincent Eagan has worked on over 120 disparity studies since 1993, including most recently studies for State of NC; NCDOT; Mecklenburg County (NC); Cuyahoga County (OH); City of Frederick (MD) and Charles County (MD), to name a few. He has also previously worked on studies for Port Authority of New York and New Jersey (2009); City of Jersey City (2007); Nassau County (NY-2003-2004); Newark Public Schools (2002), State of New Jersey (2003), and State of Texas, to name a few. He has served as an expert witness in several cases involving minority business programs, including the Nebraska Department of Roads and the North Carolina Department of Transportation.

Education/Training: B.A., Economics, Georgia State University (1977), Ph.D., Economics, Georgia State University (1986), and J.D., Harvard Law School (1991).

Other Qualifications: Served in an editorial capacity on several academic journals, Charter Fellow of the Southern Center for Public Policy Studies, specializing in minority business issues; presented on minority business and economic development issues at the Airport Minority Advisory Council, the American Contract Compliance Association, American Economic Association, the National Conference of Black Mayors, the U.S. Department of Transportation, Federal Civil Rights Conference, the Virginia Legislative Black Caucus, the National Association

of Minority Contractors, the North Carolina Institute for Minority Economic Development, and the National Association of African-American Studies. Has taught in the business department at Morehouse College in Atlanta, GA for more than 30 years.

Dr. Gregory Price, Senior Economic, Private Sector Analysis



Experience: Dr. Price has over 15 years of experience conducting economic analyses of discrimination and disparity in employment, private sector contracting, lending and public contracting. He has had numerous articles and reports published in journals such as the American Economic Review, Southern Economic Journal, Review of Economics and Statistics, Applied Economics, and the Quarterly Review of Economics and Finance. He was the senior economist for studies completed for Cuyahoga County (OH); NCDOT; State of NC; City of Greensboro (NC); St. Louis County (MO), City of Memphis (TN); Georgia Department of Transportation; City of Savannah (GA), City and County of Durham (NC), Montgomery County, (MD); State of Tennessee and City of Jackson, (MS). He is currently professor, Department of Economics & Finance, Urban Entrepreneurship & Policy Institute, University of New Orleans, (on leave from Morehouse College, where he's been since 2007, where he previously served as chair of the Economics department). He has also held these positions: Professor and Director of Mississippi Urban Research Center at Jackson State University, 2004-2006; Program Director at National Science Foundation-2000-2002; Associate Professor at North Carolina A&T, 1993-2000.

Education/Training: B.A., Economics, Morehouse College (1982), M.A, Economics, University of Wisconsin-Milwaukee (1984), Ph.D., Economics, University of Wisconsin-Milwaukee (1993).

Marcus Garner, Anecdotal Analyst



Experience: Mr. Garner is a multi-platform communications professional who has more than 20 years of experience in written and oral communications. He has written opinion pieces and special articles for industry publications, such as "Governing Magazine" and "U.S. Security Post" and analyzed and modified public policy documents for Griffin & Strong. He has also served as Director of Communications for Dekalb County Office of the District Attorney and Solicitor-General, where he managed day-to-day responses to local and national media requests and wrote articles as needed. He has served as a senior reporter for Atlanta's main local newspaper, where he managed a team of investigative journalists that produced government oversight stories, served as legal reporter and covered breaking news.

David Maher, J.D., Partner, Legal Division, Griffin & Strong, P.C., Legal Analyst



Experience: Atty. Maher is a litigation specialist with over 30 years of experience. He previously served as a Federal Law Clerk, in the Staff Attorney's Office of the United States Court of Appeals, Eleventh Circuit, where he conducted extensive legal research and drafted legal memoranda in a number of practice areas, including employment, civil rights and immigration. He has performed legal analysis on disparity studies for City of Frederick (MD); City of Chattanooga (TN); Cuyahoga County (OH); Bexar County (TX); Fulton County (GA); City of Greensboro (NC); City of Tacoma (WA); NCDOT; Metro Nashville

Airport Authority; Metro Nashville Government, including drafting MWBE Program Policies and Procedures; Mecklenburg County (NC); State of North Carolina; Sound Transit (WA); Invest Atlanta; and performed legal analysis and policy review on studies that are currently in progress for Bexar County (TX) ; Charles County (MD); and previously for Port of Houston Authority (TX). He has also done consulting work on various MBE and SBE programs for City of Charlotte (NC); Dekalb County (GA); and Louisville Water Company (KY).

Education/Training: B.S.W., Criminal Justice, University of Wisconsin (1987) and J.D., with High Honors, Florida State University College of Law (1993).

Other Qualifications: Recognized as Georgia Top Rated Lawyer in Appellate Law and in Labor and Employment Law, 2013, 2014 and 2015; admitted to practice in U. S. Court of Appeals for the Eleventh and Seventh Circuits; and the U. S. District Court for the Northern District of Florida and the Northern District of Georgia.

Dr. Rose Nyaondo, Data Analyst



Experience: Dr. Rose Nyaondo is an experienced data analyst, with over five years of expertise in data quality analysis, root cause investigations, and remediations. She has experience in both public and private data spaces and is proficient in several data manipulation and programming tools including SQL, Excel, Power BI, Nvivo among others. She has a demonstrated ability to conduct statistical analysis and draw conclusions from analysis, while presenting to both technical and non-technical stakeholders. In addition, she possesses a strong knowledge of the political/legislative process and mapping political and policy decisions to agenda wide objectives. Dr. Rose Nyaondo is currently serving as the Data

Analyst for projects for the City of Aurora (CO); City of Toledo (OH); City of Milwaukee (WI); City of Gainesville (FL); Guilford County (NC); and Clayton County (GA); and previously for Cuyahoga County (OH), and Port of Houston (TX).

Education/Training: B.A., Education, Kenyatta University, M.A., International Relations, United States International University, and MSc. and Ph.D., Public Policy Analysis, University of Massachusetts.

Susan G. Johnson, Contract Administrator



Experience: Deputy project manager on more than 25 disparity studies, supplier diversity engagements and policy consulting engagements, including studies for Mecklenburg County (NC); Metropolitan Government of Nashville and Davidson County, TN; Fulton County, GA; and supplier diversity engagements for the World of Coca-Cola (Atlanta, GA), and The FedEx Forum (Memphis, TN). She is currently serving as contract administrator on disparity studies for Guilford County (NC); Charles County (MD); City of Birmingham (AL); City of Augusta (GA); and previously for supplier diversity engagements Mercedes-Benz Stadium and

Arena (both in Atlanta, GA, and as Deputy Project Manager for disparity studies conducted for Fulton County (GA) and Invest Atlanta (City of Atlanta, GA). She has significant experience in the area of public contracting, having served as a Contract Compliance Specialist with the City of Atlanta.

Education/Training: B.A., Political Science, Spelman College, M.Sc., Urban Government and Administration and M.Sc., Human Resource Management, Georgia State University.

GSOC is pleased to include the following subconsultant as part of our team:

Creative Research Solutions, Survey of Business Owners



Experience: An award-winning, minority-owned research firm founded by Dr. Ajisafe Adajan and Dr. Osa Maiynne Adajan, located in Snellville, Georgia. Their core competencies include survey development, qualitative

data analysis, focus groups, and structured and unstructured interviews. They were recipients of the 2015 Business of the Year, Community Workforce Award: Dekalb County Chamber of Commerce, and 2014 Shining Star Award, National Association of Women-Owned Small Businesses. The business is also certified as a DBE by the Georgia Department of Transportation. Some of their clients include Annie E. Casey Foundation, United Nations Foundation, University System of Georgia, and Dekalb Chamber of Commerce (GA). They have conducted the survey of business owners on several studies that we have conducted/are in progress, including State of Connecticut; City of Cambridge (MA); City of Augusta (GA); City of Aurora (CO); City of Aurora (IL); City of Birmingham (AL); Charles County (MD); City of Frederick (MD); Bexar County (TX); Port of Houston Authority; State of North Carolina, North Carolina DOT; Cuyahoga County (OH); City of Chattanooga (TN); Sound Transit (WA); Louisville Water Company, (Availability Study); City of Greensboro (NC); Metropolitan Nashville and Davidson County, TN; City of Tacoma, WA; and Fulton County, GA.

Resumes for GSPC's key personnel and Creative Research Solutions are located at the end of this section.

Rodney K. Strong- Project Executive

Griffin & Strong, P.C.

235 Peachtree Street, N.E., Suite 400, Atlanta, Georgia 30303

404-584-9777 Telephone 404-584-9730 Facsimile rodney@gspclaw.com E-mail

Summary Founder, Chairman and CEO of Griffin & Strong, P.C., Attorney Strong represents a range of public sector and corporate clients, specializing in public contracts, supplier diversity, real estate and community economic development issues. He also possesses substantial experience in reviewing and negotiating business transactions with public entities. Attorney Strong is widely considered one of the foremost national experts in factual predicate research and minority and women business enterprise program development.

Education J.D., University of Memphis, Cecil C. Humphreys School of Law, May 1983
B.A., Political Science, Morehouse College, May 1977

Bar Admissions State Bar of Georgia, November 1989
The United States District Court for the Northern District of Georgia, November, 1997

Career History **Griffin & Strong, P.C.**, Attorneys-at-Law and Public Policy Consultants, *Atlanta, GA* *February 1992-current*
Chief Executive Officer

- Project Executive on disparity studies; public policy consulting engagements; supplier diversity consulting engagements and goal-settings
- Testified before United States Senate Committee on Small Business & Entrepreneurship on the topic of "Business Start-up Hurdles in Underserved Communities: Access to Venture Capital and Entrepreneurship Training on September 11, 2008 (part of the Congressional Record)
- Drafted legislation for eight public entities

City of Atlanta, Office of Contract Compliance, Atlanta, GA *January 1985-February 1992*
Director

- Developed and directed City of Atlanta's Minority and Female Business Enterprise and Equal Employment Opportunity Programs
- Led the team which conducted public hearings and drafted the Atlanta Equal Business Opportunity Ordinance, which is considered the national M/WBE model for "Post-Croson" goal-based M/WBE programs
- Supervised the administration and finalization of the Brimmer-Marshall Disparity Study

City of Atlanta, Office of Contract Compliance, Atlanta, GA *May 1984-January 1985*
Contract Compliance Administrator

Disparity Study Experience **Project Executive on the following studies:**

- Shelby County (TN): February 2021-April 2022
- City of Milwaukee (WI): January 2021-Present
- City of Aurora (IL): December 2020-Present
- City of Toledo (OH): December 2020-Present
- City of Augusta (GA): August 2020-Present
- City of Birmingham (AL): July 2020-May 2022
- Charles County (MD): May 2020-December 2021
- City of Frederick (MD): February 2020-2021
- Bexar County (TX): December 2019-Present
- Port of Houston Authority (TX): August 2019-December 2020
- Mecklenburg County (NC): April 2019-October 2020
- State of North Carolina: February 2019-February 2021 (including colleges and universities)

- Cuyahoga County, Ohio: January 2019-June 2021
- Metropolitan Nashville Airport Authority: December 2018-June 2020
- North Carolina Department of Transportation: November 2018-December 2021
- Sound Transit Disparity Study (WA): November 2018-March 2020
- City of Chattanooga: October 2018-September 2019
- City of Tacoma, WA: August 2017 to September 2018
- Metropolitan Government of Nashville and Davidson County: July 2017-June 2020
- Fulton County, GA: June 2017-December 2019
- Invest Atlanta (City of Atlanta): June 2017-2019
- City of Greensboro, NC: February 2017 to April 2018
- St. Louis County, MO: June 2016 to December 2017
- City of Memphis, TN: May 2015 to August 2016
- City of Savannah: April 2015-2016
- Georgia Department of Transportation: March 2015-December 2016
- City and County of Durham: Separate studies, October 2013 to January 2015
- **Montgomery County, MD:** Full disparity study May 2013-June 2014
- **City of Jackson, MS:** -2007-2008; update 2010-2012
- **State of Tennessee:** September 2007-2009
- **City of Memphis, TN:** January 2008-July 2009
- **Metropolitan Nashville Airport Authority:** Full disparity study, including public hearings, private sector and but for analyses-January to August 2007
- **Durham County, NC:** October 2006 to August 2001
- **City of Atlanta, GA:** Full disparity study-July 2005-2007
- **Montgomery County, MD:** April 2004-2005
- **Metropolitan Government of Nashville and Davidson County, TN:** Full disparity study encompassing the six agencies of Metro Government, October 2003 to February 2005
- **City of Columbus, OH:** Full disparity study, October 2002-August 2003
- **Commonwealth of Kentucky:** Statewide study: September 1999 to January 2001
- **City of Cincinnati, OH:** Performed a series of projects, including a full disparity study that was completed in 2002-1998-2002
- **City of Jackson, MS:** Conducted separate study simultaneously with Jackson Municipal Airport and Jackson Public School District-1998-1999
- **Jackson (MS) Municipal Airport:** Study conducted simultaneously with City of Jackson and Jackson Public School District-1998 to 1999
- **Jackson (MS) Public School District:** Study conducted simultaneously with City of Jackson and Jackson Municipal Airport-1998-1999
- **Atlanta (GA) Public Schools:** Full disparity study, 1997
- **New Orleans (LA) Aviation Board:** study conducted during a period when the Board was in litigation- 1996-1997
- **City of St. Louis, MO:** Full disparity study, including review of the D/M/WBE program at Lambert St. Louis International Airport. 1994-1995

**Program
Legislation**
Drafted legislation for the following entities:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Clayton County, Georgia • State of Tennessee • Metro Gov't of Nashville and Davidson County • Durham County, North Carolina • City of Atlanta, Georgia • Commonwealth of Kentucky | <ul style="list-style-type: none"> • City of Jackson, MS • City of Cincinnati • Atlanta Public Schools • City of Tucson and Pima County, AZ • Clark County, NV • City of Phoenix, AZ |
|--|--|

Expert Witness

- Cleveland Construction, Inc. v. City of Cincinnati, et. al., Case Number A0402638, Common Pleas Court, Hamilton County, Ohio. 2005
- Pryor Tire v. The Atlanta Public Schools (Northern District of Georgia) 1998

Delmarie A. Griffin, Esq.
Griffin & Strong, P.C.
 235 Peachtree Street, N.E., Suite 400
 Atlanta, Georgia 30303

Summary Attorney Griffin is President and 50% Shareholder of Griffin & Strong, P.C. As an attorney, she has extensive experience in public contract law and has represented clients in a wide range of cases involving Federal, State and Local issues. Attorney Griffin also served for ten years as the Contract Compliance Hearing Officer for Fulton County, Georgia. Ms. Griffin has developed an extensive skill set through the negotiation of major contracts and complex business transactions between diverse groups of private clients and governmental entities. Ms. Griffin currently serves as Senior Contract Administrator for the City of Atlanta Department of Procurement. She provides policy review for Griffin & Strong, P.C.'s disparity studies.

Education J.D., University of Georgia, Athens, GA 1983
 B.S. Business Administration and Political Science, Morris Brown College, Atlanta, Georgia 1979

Career History

Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, February 2021-Present
 Atlanta, GA

March 1996-October 2010

Shareholder/President/Managing Partner

- 50% owner of firm; financial officer
- Qualitative Research Coordinator on twelve disparity studies for state, county and municipal governments all over the United States
- Counsels a variety of public and private clients on issues related to incorporation of minority and female business enterprises into the marketplace
- Counsels numerous clients on process and procedures to most efficiently structure their businesses and to proactively avoid legal problems

City of Atlanta (Georgia) Department of Procurement, Atlanta, GA

Interim Director, Procurement Resourcing May 2020 - February 2021 *August 2011-Feb. 2021*

Compliance Director October 2017 - May 2020

Senior Procurement Officer/Project Manager August 2011 - May 2020

Oversaw the consolidation of citywide procurement functions under the centralized authority of the City of Atlanta's Chief Procurement Officer. As project manager, coordinated the activities of a multifunctional team of stakeholders in preparation of consolidation legislation and establishment of a Consolidation Advisory Team to ensure stakeholder concerns were heard. Created a citywide small purchase team and redesign of the procurement department to accommodate the newly established team and redesigned procurement employee career paths to ensure professional progression opportunities and oversight of the transfer of employees performing procurement-related functions from operating departments.

Developed strategy, in coordination with the information technology organization, for a phased approach to consolidation beginning with the use

of the version of Oracle software currently in use, and then phasing in longer term changes in coordination with the anticipated Oracle upgrade. Developed training plans, courses and other resources for procurement professionals.

City of Atlanta (Georgia), Office of the City Solicitor

*October 2010-August
2011*

Solicitor Assistant Attorney Senior

- Prosecuted cases on behalf of the City of Atlanta

Fulton County Department of Contract Compliance and Equal Employment Opportunity, Atlanta, GA

*October 1989- October
1999*

Hearing Officer

- Decided issues related to certification of minority and female business enterprises after presentation of evidence on both sides of a claim

**Hughes Georgia, Inc., a subsidiary of Hughes Aircraft Co.,
LaGrange, GA**

*April 1986-
February 1996*

In-house Counsel and Senior Manager for Contracts and Estimates

- Legal counsel for a range of complex federal contracting issues, including cost price analysis audits and defective pricing claims
 - Managed the Department of Defense Disadvantaged Business Enterprise Program for Hughes Georgia
- Developed in-depth knowledge of Federal acquisition regulations

**Disparity Study
Experience**

Policy review on the following studies:

Study Dates

- **St. Louis County, MO:** Full disparity study of county procurements, including informational meetings, legal analysis, public hearings, focus groups, anecdotal evidence, purchasing practices review, relevant market, availability, utilization, findings and recommendations.
- **City of Memphis, TN:** Assist with the process of extending the existing EBO program under the current ordinance, including conducting a public hearing, reviewing and analyzing MWBE goal attainment for 2010-2014 and drafting extension legislation; conducting an updated disparity study, including legal analysis, purchasing practices analysis, relevant market, disparity indices, anecdotal evidence, including public hearing, focus groups, regression analysis, private sector analysis, findings and recommendations.
- **City of Savannah:** Full disparity study, including legal analysis, purchasing practices, public hearing, focus group, anecdotal, relevant market, private sector, regression analysis, findings and recommendations.

**June, 2016 to
December 2017**

**May, 2015 to
August, 2016**

**April, 2015 to
April, 2016**

- **Georgia Department of Transportation:** Full disparity study of federal and state funded contracts, including public hearings, focus groups, disparity analysis, relevant market, private sector, purchasing practices, findings and recommendations. March, 2015 to
December
2016
- **City and County of Durham, NC:** Full separate disparity studies for the City of Durham and Durham County, including legal analysis, purchasing practices and procedures analysis, relevant market, availability and utilization analyses, disparity analysis, regression analysis, telephone and mail surveys, private sector analysis. October, 2013
to January,
2015
- **Montgomery County, MD:** Full disparity study, including legal analysis, purchasing practices and procedures analysis, relevant market, availability and utilization analyses, disparity analysis, regression analysis, telephone and mail surveys, private sector analysis. May, 2013 to
June, 2014

Qualitative Research Coordinator on the following studies:

- **City of Memphis, TN:** Full disparity study, including legal analysis, purchasing practices and procedures analysis, relevant market, availability and utilization analyses, disparity analysis, regression analysis, telephone and mail surveys, private sector analysis, best practices, efficacy of race-neutral remedies, recommendations, and legislation. January, 2008
to July, 2009
- **State of Tennessee:** Comprehensive disparity study encompassing all state agencies, including legal analysis, purchasing practices and procedures analysis, relevant market, availability, utilization, disparity analysis, telephone and mail surveys, anecdotal evidence interviews, recommendations. September,
2007 to Present
- **City of Jackson, MS:** Full disparity study, including drafting legislation, revising the program and preparing training materials for staff. June, 2007 to
September,
2007
- **Metropolitan Nashville Airport Authority:** Full disparity study, including public hearings, private sector and but for analyses. January, 2007
to August, 2007
- **Durham County, NC:** Full disparity study, including purchasing practices review, anecdotal evidence, recommendations and drafting legislation. October, 2006
to August, 2007
- **City of Atlanta, GA:** Full disparity study, including legal analysis, relevant market analysis, availability and utilization analysis, purchasing practices review, anecdotal evidence review, best practices review, regression analysis, program development and recommendations, drafting legislation, analysis and recommendations of data tracking systems, and staff training. July, 2005 to
July, 2007
- **Montgomery County, MD:** Full disparity study, including relevant market, purchasing practices review, anecdotal evidence, availability, utilization, recommendations. April, 2004 to
April, 2005
- **Metropolitan Government of Nashville and Davidson County, TN:** Full disparity study encompassing the six agencies of Metro Government, including relevant market, availability, utilization, regression analysis, legal analysis, recommendations, legislation. October, 2003 to
February,
2005

- **City of Columbus, OH:** Full disparity study, including relevant market, availability, utilization, regression analysis, anecdotal evidence, legal analysis, recommendations. October, 2002 to August, 2003
- **Commonwealth of Kentucky:** Full statewide disparity study including all cabinets and agencies; developed an extensive legal analysis, conducted public hearings, anecdotal interviews, and purchasing policies and practices research. September, 1999 to January, 2001
- **City of Cincinnati, OH:** Performed a series of projects, including a full disparity study that was completed in 2002 1998 to 2002
- **City of Jackson, MS:** Conducted separate study simultaneously with Jackson Municipal Airport and Jackson Public School District, including legal analysis, quantitative and qualitative analyses, findings and recommendations. 1998 to 1999
- **Jackson (MS) Municipal Airport:** Study conducted simultaneously with City of Jackson and Jackson Public School District, including legal analysis, quantitative and qualitative analyses, findings and recommendations. 1998 to 1999
- **Jackson (MS) Public School District:** Study conducted simultaneously with City of Jackson and Jackson Municipal Airport, including legal analysis, quantitative and qualitative analyses, findings and recommendations. 1998 to 1999
- **Atlanta (GA) Public Schools:** Full disparity study including legal analysis, quantitative and qualitative analyses, purchasing practices review, findings and recommendations. 1997

DBE Goal-setting
Co-Principal on the following engagement

- **Georgia Department of Transportation:** Provided consulting services that include developing goal-setting methodology and making recommendations to Transportation Board on annual DBE goal; analyzing data to determine if race-conscious or race-neutral goal was needed; assisted GDOT by providing written narrative to be provided Federal Highway Administration in support of the goal; determining DBE availability and utilization; evaluating the impact of de-certifications on DBE capacity; developing monitoring procedures. May, 2008 to September, 2013

Supplier Diversity
Consultant on the following engagements

- **The New World of Coca-Cola:** Developed and implemented successful minority and female business participation program for construction of the New World of Coca-Cola; developed and managed the process for procurement, evaluation and execution of contracts for minority and female business enterprises. **Received the Partners in the Promise Award presented by The Coca-Cola Company Chief Executive Officer, May 2, 2007** 2005-2007
- **FedEx Forum, Memphis, TN:** Developed and monitored program for participation of minority and female-owned businesses on the construction of the FedEx Forum sports facility, the home of the Memphis Grizzlies of the National Basketball Association. 2001-2004
- **State of Georgia Department of Administrative Services:** Conducted minority business utilization study 2002-2003

Imani G. Strong-Tucker

Griffin & Strong, P.C.

235 Peachtree Street, N.E., Suite 400

Atlanta, Georgia 30303

Summary Currently Chief Operating Officer for Griffin & Strong, P.C., Ms. Strong-Tucker previously served as Operations Manager, Anecdotal Analyst, Deputy Project Manager and Marketing Manager for the firm. She has also served as a Legal Assistant, Data Analyst, and Anecdotal Evidence Researcher for several disparity studies conducted by Griffin & Strong. Ms. Strong is a candidate for a PHD in Anthropology at the London School of Economics. Her research is sponsored by the Leverhulme Trust and LSE’s International Inequalities Institute and focuses on affirmative action in contracting and African American entrepreneurship.

Education	PhD in Anthropology (Candidate), International Inequalities Institute, Leverhulme Trust Scholar, London School of Economics, London, UK (defended dissertation, pending graduation 2021)	2017-2022
	MRes in Anthropology, London School of Economics	2017
	MSc. Social Anthropology, University of Oxford, Hertford College, Oxford, UK	2013
	B.A. Anthropology, Mount Holyoke College, South Hadley, Massachusetts, <i>summa cum laude</i> , Phi Beta Kappa	2012
	London School of Economics and Political Science, London, UK General Course, Anthropology	2010-2011

Career History **Griffin & Strong, P.C.**, Attorneys-at-Law and Public Policy Consultants, *Atlanta, GA*

Chief Operating Officer.
September 2020-Present

- Performs research and provides anecdotal evidence analysis for disparity studies and public policy consulting projects
- Revised and improved process for anecdotal evidence collection and purchasing practices review and analysis
- Formerly served as Deputy Project Manager on disparity studies, including coordinating anecdotal evidence analysis and purchasing practices reviews
- Served as liaison between the firm and technology consultant
- Created and managed firm’s web presence, including all social media platforms, and integrated them into the official study process for community outreach
- Developed collaborative relationships with subcontractors, field experts, and data analysts while managing the study process and ensuring the timeliness of deliverables

Operations Manager
June 2018-September 2020

- Provided strategic recommendations on resource allocation to the firm’s executives
 - Oversaw internal HR management, on-boarding, and performance reviews
- Assisted with marketing and client management efforts
- Produced/managed production of financial, HR, marketing, and operational reports

Qualitative Research Consultant/Analyst

*July 2016-
January 2020*

- Developed qualitative methodology for economic disparity studies commissioned by state and local governments across the United States and consult on stakeholder engagement
- Crafted a narrative analysis that reflects the socioeconomic landscape for business owners in each marketplace, with a particular lens toward potential barriers for small, minority, and women-owned businesses
- Collaborated with a team of experts in economics, statistics, and law to develop recommendations for policy and programmatic change
- Coached and trained GSPC's local partners in methodology for qualitative data collection and monitored the production and assembly of research material over the life of the study.

Deputy Project Manager

2013-2016

- Managed a team of expert government consultants, economists, statisticians, and local subcontractors to produce 6 major disparity studies on time and within budget
- Trained subcontractors in GSPC's methodology for data collection and analysis
- Liaised with public officials and stakeholders, and facilitated community outreach efforts in each locality
- Conducted purchasing practices interviews with government employees and advised on best practices in purchasing and compliance
- Oversaw the collection of anecdotal evidence and drafted detailed analyses of the socioeconomic landscape for business owners in each jurisdiction.

Legal Assistant/Data Analyst

2007-2009

- Analyzed research data on MWBE utilization for three major state and local projects
- Editor for several legal documents and State of Tennessee Disparity Study
- Constructed written analyses of qualitative data collected for the State of Tennessee Project

Dewey LeBouf, LLP

Summer 2011

Paralegal Intern

- Assisted with real estate closings
- Document intake on a major pro bono case
- Proofreading and fact-checking for insurance arbitration
- Research for the formation of a Women's Initiatives Mentoring Program

Office of the Fulton County District Attorney, Atlanta, GA

Summer 2010

Legal Intern

- Drafted motions, direct examinations, and legal memoranda for prosecutors; prepared victims and witnesses for court; worked closely with Crimes Against Women and Children (CAWAC) division
- Developed a Brief Bank for use by Fulton County attorneys, collected and organized documents
- Conducted research on legal address of the issue of domestic violence in Fulton County under the supervision of a major case attorney

Michele Clark Jenkins, J.D.- Project Manager

Griffin & Strong, P.C.

235 Peachtree Street, N.E., Suite 400

Atlanta, Georgia 30303

Summary	<p>Senior Consultant for Griffin & Strong, P.C., Ms. Jenkins has been the Project Manager for fifteen (15) years on GSPC disparity studies, consulting engagements and goal-setting assignments. Her background is in contracts, litigation support, business development intellectual property and the entertainment industry. She operated her own business for over 16 years, and formerly handled all licensing, planning and litigation matters for the Estate of Dr. Martin Luther King, Jr. Ms. Jenkins is also a published author and editor.</p>										
Education	<table border="0"> <tr> <td>Certificate in Negotiation Science, Harvard University</td> <td style="text-align: right;">1984</td> </tr> <tr> <td>J.D., New York Law School, New York, New York</td> <td style="text-align: right;">1982</td> </tr> <tr> <td>B.A. Anthropology, Princeton University, Princeton, New Jersey</td> <td style="text-align: right;">1976</td> </tr> <tr> <td>Minor, African American Studies</td> <td></td> </tr> </table>	Certificate in Negotiation Science, Harvard University	1984	J.D., New York Law School, New York, New York	1982	B.A. Anthropology, Princeton University, Princeton, New Jersey	1976	Minor, African American Studies			
Certificate in Negotiation Science, Harvard University	1984										
J.D., New York Law School, New York, New York	1982										
B.A. Anthropology, Princeton University, Princeton, New Jersey	1976										
Minor, African American Studies											
Career History	<table border="0"> <tr> <td> <p>Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i></p> <p>Senior Consultant</p> <ul style="list-style-type: none"> • Project Manager or Deputy Project Manager on fourteen disparity studies for state, county and municipal governments all over the United States • Project Manager for more than twenty total engagements • Provides legal services for clients in the area of contract negotiation • Has Developed DBE goals for Georgia Department of Transportation and Hartsfield-Jackson Atlanta International Airport </td> <td style="text-align: right; vertical-align: top;"><i>May 2008-current</i></td> </tr> <tr> <td> <p>Black Family Channel, LLC, <i>Atlanta, GA</i></p> <p><i>Vice President/Programming and Legal</i></p> </td> <td style="text-align: right; vertical-align: top;"><i>2005- 2007</i></td> </tr> <tr> <td> <p>Clark Jenkins Communications, Kennesaw, GA</p> <p>Consultant-Business & Management Development</p> <p>Strategic Planning</p> <p>Contract Negotiations and Programming</p> <p>Handled all licensing, planning and litigation matters for the Estate of Dr. Martin Luther King, Jr.</p> </td> <td style="text-align: right; vertical-align: top;"><i>1992-Present</i></td> </tr> <tr> <td> <p>United Image Entertainment, Los Angeles, CA</p> <p>President/COO</p> <ul style="list-style-type: none"> • Responsible for all day-to-day activities of this start-up motion picture and television production company </td> <td style="text-align: right; vertical-align: top;">1990-1992</td> </tr> <tr> <td> <p>Home Box Office, Inc., New York, NY</p> <p>Director of Business Affairs, Programming</p> <ul style="list-style-type: none"> • Directed business activities for programming, including negotiating production and acquisition agreements for sports, original programming, union agreements </td> <td style="text-align: right; vertical-align: top;">1980-1990</td> </tr> </table>	<p>Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i></p> <p>Senior Consultant</p> <ul style="list-style-type: none"> • Project Manager or Deputy Project Manager on fourteen disparity studies for state, county and municipal governments all over the United States • Project Manager for more than twenty total engagements • Provides legal services for clients in the area of contract negotiation • Has Developed DBE goals for Georgia Department of Transportation and Hartsfield-Jackson Atlanta International Airport 	<i>May 2008-current</i>	<p>Black Family Channel, LLC, <i>Atlanta, GA</i></p> <p><i>Vice President/Programming and Legal</i></p>	<i>2005- 2007</i>	<p>Clark Jenkins Communications, Kennesaw, GA</p> <p>Consultant-Business & Management Development</p> <p>Strategic Planning</p> <p>Contract Negotiations and Programming</p> <p>Handled all licensing, planning and litigation matters for the Estate of Dr. Martin Luther King, Jr.</p>	<i>1992-Present</i>	<p>United Image Entertainment, Los Angeles, CA</p> <p>President/COO</p> <ul style="list-style-type: none"> • Responsible for all day-to-day activities of this start-up motion picture and television production company 	1990-1992	<p>Home Box Office, Inc., New York, NY</p> <p>Director of Business Affairs, Programming</p> <ul style="list-style-type: none"> • Directed business activities for programming, including negotiating production and acquisition agreements for sports, original programming, union agreements 	1980-1990
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Disparity Study Experience	<p>Project Manager, Senior Consultant or Deputy Project Manager on the following studies:</p>										

- Shelby County (TN): February 2021-April 2022
- City of Milwaukee (WI): January 2021-Present
- City of Aurora (IL): December 2020-Present
- City of Toledo (OH): December 2020-Present
- City of Augusta (GA): August 2020-Present
- City of Birmingham (AL): July 2020-May 2022
- Charles County (MD): May 2020-December 2021
- City of Frederick (MD): February 2020-2021
- Bexar County (TX): December 2019-Present
- Port of Houston Authority (TX): August 2019-December 2020
- Mecklenburg County (NC): April 2019-October 2020
- State of North Carolina: February 2019-February 2021
- Cuyahoga County, Ohio: January 2019 to June 2021
- Metropolitan Nashville Airport Authority: December 2018-June 2020
- North Carolina Department of Transportation: November 2018-December 2021
- Sound Transit Disparity Study (WA): November 2018-March 2020
- City of Chattanooga: October 2018-September 2019
- City of Tacoma: August 2017 to September 2018
- Metropolitan Government of Nashville and Davidson County: Disparity Study and Minority Enterprise Growth and Needs Study-July 2017-June 2020
- City of Tacoma, WA: August 2017 to September 2018
- Invest Atlanta: June 2017-2019
- Fulton County, GA: June 2017-December 2019

- City of Greensboro (NC): February 2017-April 2018
- St. Louis County, MO: June 2016 to December 2017
- City of Memphis, TN: May 2015-August 2016
- City of Savannah: April 2015-2016
- Georgia Department of Transportation: March 2015-Dec. 2016
- Cuyahoga County, Ohio: January 2014-2015
- City and County of Durham, NC: October 2013-January 2015
- Montgomery County, MD: May 2013-June 2014
- City of Jackson (MS): Update to previous study-2010-2012
- City of Memphis (TN): January 2008-2009
- State of Tennessee: September 2007-2009
- City of Jackson, MS: June 2007-June 2008

Other Consulting Projects

Senior Consultant on the following engagements

- **Metropolitan Government of Nashville and Davidson County, TN:** Statistical benchmark analysis and revision services-Sep.2013-2017
- **City of Atlanta:** DBE goal-setting for Federal Highway projects-April 2013
- **Clayton County, Georgia:** Review of disparity study, drafting recommendations, training of new Contract Compliance personnel on goal-setting-June 2012-2013
- **Fulton County Gender Equality Program:** Availability Analysis-October 2012-January 2013
- **Hartsfield-Atlanta International Airport:** DBE goalsetting February-June 2012 and 2008
- **Georgia Department of Transportation:** Developed goal-setting methodology and made recommendations to Transportation Board on annual DBE goal-May 2008-September 2013

Gregory N. Price, Ph.D.-Senior Economist		
University of New Orleans Urban Entrepreneurship & Policy Institute		
Kirschman Hall, 2000 Lakeshore Drive New Orleans, LA 70148		
404-653-7870 Telephone gnprice@uno.edu E-mail		
Summary	Professor, Morehouse College Department of Economics, serves as Senior Economist for Griffin & Strong, P.C. on Disparity Studies. His Research/Teaching interests include Applied Econometrics/Theory; Economic Anthropometry; Labor; African Economic Growth/Development; Slavery, Race, and the Intergenerational Transmission of Disadvantage. He has published articles in Applied Economics and other journals including the Journal of Public Transportation, the Transportation Research Record, and African Development Review.	
Education	Ph.D., Economics, University of Wisconsin-Milwaukee M.A., Economics, University of Wisconsin-Milwaukee B.A., Economics, Morehouse College	May 1993 May 1984 May 1982
Career History	Griffin & Strong, P.C. , Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i>	November 2009-current
	Senior Economist <ul style="list-style-type: none"> Provides oversight of quantitative analysis Assists with the development of quantitative analysis methodology University of New Orleans, Professor, Department of Economics & Finance; Urban Entrepreneurship & Policy Institute, New Orleans, LA Morehouse College, Department of Economics, Atlanta, GA, Professor Langston University, Professor of Economics and Interim Dean, School of Business (on leave from Morehouse), Langston, OK Morehouse College, Charles E. Merrill Professor and Chair, Department of Economics Jackson State University, Jackson, MS <i>Professor of Economics, College of Business</i> <i>Director, Mississippi Urban Research Center</i> <ul style="list-style-type: none"> Research proposal development Advocate and spokesman for MURC/JSU Editor, Urban Researcher and MURC Digest <ul style="list-style-type: none"> Identified key research issues relevant to urban political jurisdictions and disseminated them through the journals Michigan State University, Department of Economics Visiting Professor, Duke University, Durham, NC Visiting Associate Professor, Department of Economics Visiting Associate Professor North Carolina A&T State University, Greensboro, NC Associate Professor, Department of Economics	July 2019-present January 2016 to June 2019 December 2013-December 2015 August 2007-December 2013 July 2004-September 2006 Spring, 2004 Summer, 2004 September, 2002-May, 2004

Gregory N. Price, Ph.D.

National Science Foundation, *Program Director, Economics Program, Division of Social and Economic Sciences*
Visiting Scientist, Economics Program, Division of Social and Economic Sciences

July, 2000-August, 2002

- Conducted basic research in social science

North Carolina A&T State University, Greensboro, NC

September 1993-May 2000

Associate Professor, Department of Economics-September 1998 to May, 2000

Assistant Professor, Department of Economics-September 1993 to May 1998

University of Wisconsin-Milwaukee

*September, 1989-
May, 1991*

Lecturer, Department of Africology

Federal Reserve Bank of Chicago-Associate Economist

Summer, 1990

**Disparity
Study
Experience**

Senior Economist on the following studies (including dates):

- Shelby County (TN): February 2021-April 2022
- City of Milwaukee (WI): January 2021-Present
- City of Aurora (IL): December 2020-Present
- City of Toledo (OH): December 2020-Present
- City of Augusta (GA): August 2020-Present
- City of Birmingham (AL): July 2020-May 2022
- Charles County (MD): May 2020-December 2021
- City of Frederick (MD): February 2020-Present
- Bexar County (TX): December 2019-Present
- Port of Houston Authority (TX): August 2019-December 2020
- Mecklenburg County (NC): April 2019-Present
- State of North Carolina: February 2019-February 2021
- Cuyahoga County, Ohio: January 2019-December 2020
- Metropolitan Nashville Airport Authority: December 2018-June 2020
- North Carolina DOT: November 2018-December 2021
- Sound Transit Disparity Study (WA): November 2018-March 2020
- City of Chattanooga: October 2018-September 2019
- City of Tacoma, WA: August 2017-September 2018
- Metropolitan Government of Nashville and Davidson County (TN): Disparity Study and Minority Enterprise Growth and Needs Study and Post-study consulting: June 2017-June 2020
- City of Greensboro, NC: February 2017 to April 2018
- St. Louis County, MO: June 2016 to December 2017
- City of Memphis, TN: Disparity Study-May 2015-August 2016
- City of Savannah: April 2015 to April 2016
- Georgia Department of Transportation: -March 2015 to December 2016.
- Cuyahoga County, Ohio: January 2014 to 2015.

Austin Broussard
Project Manager
Griffin & Strong, P.C.

235 Peachtree Street, N.E., Suite 400
 Atlanta, Georgia 30303

Summary	<p>Austin Broussard is a Project Manager with Griffin & Strong, P.C. After graduating Phi Beta Kappa from Morehouse College, Mr. Broussard gained market-leading consulting experience at Bain & Company and Deloitte, where he helped craft c-suite level business strategies for Fortune 100 executives. Aiming to deepen his economic impact in diverse communities, Mr. Broussard joined GSPC as a Deputy Project Manager in the public policy consulting division. His work with municipal governments across the U.S. promoted economic development and equity in public contracting. He later rejoined Griffin & Strong, P.C. in our Supplier Diversity practice area, with a focus on Utilities.</p>									
Education	MBA, Yale School of Management, New Haven, CT	2022								
	Dual B.A., Finance Spanish, Morehouse College, Atlanta, GA	2014								
Career History	<table border="1"> <tr> <td data-bbox="406 829 1226 1039"> <p>Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i> Project Manager</p> <ul style="list-style-type: none"> Manages initiatives to diversify supplier base for 3 Illinois utilities firms with combined budgets of \$2B+ Helps re-design anecdotal engagement processes to drive higher click-through rates using direct response marketing tools </td> <td data-bbox="1226 829 1498 1039">2022-Present</td> </tr> <tr> <td data-bbox="406 1039 1226 1302"> <p>Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i> Deputy Project Manager</p> <ul style="list-style-type: none"> Managed national cohort of 30+ Chief Procurement and DEI staff from 10 U.S. cities, using \$500K Citi Foundation Grant Managed Mecklenburg County Disparity Study </td> <td data-bbox="1226 1039 1498 1302">2019-2020</td> </tr> <tr> <td data-bbox="406 1302 1226 1585"> <p>T. RHO Investments, <i>Atlanta, GA</i> Managing Principal</p> <ul style="list-style-type: none"> Hired and directed teams of up to 15 prime and sub-contractors for \$600k in renovations on single and multifamily projects Advised clients in underwriting, acquiring, renovating, and selling or re-financing real estate projects, yielding \$2.1M+ equity gains, minimum fix and flip gross margins of 30% and cap rate returns of 12-20%+ </td> <td data-bbox="1226 1302 1498 1585">2016-Present</td> </tr> <tr> <td data-bbox="406 1585 1226 1877"> <p>Bain & Company, <i>Boston, MA</i> Associate Consultant</p> <ul style="list-style-type: none"> Engaged \$8B multi-brand retail grocer, redesigning organizational structure for two brands to implement new pricing system Led benchmark analysis for \$15B CPG firm SG&A optimization and N. American go-to-market strategy redesign and enabled spend rationalization across 8 product categories for \$6-10M impact </td> <td data-bbox="1226 1585 1498 1877">2014-2016</td> </tr> </table>		<p>Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i> Project Manager</p> <ul style="list-style-type: none"> Manages initiatives to diversify supplier base for 3 Illinois utilities firms with combined budgets of \$2B+ Helps re-design anecdotal engagement processes to drive higher click-through rates using direct response marketing tools 	2022-Present	<p>Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i> Deputy Project Manager</p> <ul style="list-style-type: none"> Managed national cohort of 30+ Chief Procurement and DEI staff from 10 U.S. cities, using \$500K Citi Foundation Grant Managed Mecklenburg County Disparity Study 	2019-2020	<p>T. RHO Investments, <i>Atlanta, GA</i> Managing Principal</p> <ul style="list-style-type: none"> Hired and directed teams of up to 15 prime and sub-contractors for \$600k in renovations on single and multifamily projects Advised clients in underwriting, acquiring, renovating, and selling or re-financing real estate projects, yielding \$2.1M+ equity gains, minimum fix and flip gross margins of 30% and cap rate returns of 12-20%+ 	2016-Present	<p>Bain & Company, <i>Boston, MA</i> Associate Consultant</p> <ul style="list-style-type: none"> Engaged \$8B multi-brand retail grocer, redesigning organizational structure for two brands to implement new pricing system Led benchmark analysis for \$15B CPG firm SG&A optimization and N. American go-to-market strategy redesign and enabled spend rationalization across 8 product categories for \$6-10M impact 	2014-2016
<p>Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i> Project Manager</p> <ul style="list-style-type: none"> Manages initiatives to diversify supplier base for 3 Illinois utilities firms with combined budgets of \$2B+ Helps re-design anecdotal engagement processes to drive higher click-through rates using direct response marketing tools 	2022-Present									
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<p>T. RHO Investments, <i>Atlanta, GA</i> Managing Principal</p> <ul style="list-style-type: none"> Hired and directed teams of up to 15 prime and sub-contractors for \$600k in renovations on single and multifamily projects Advised clients in underwriting, acquiring, renovating, and selling or re-financing real estate projects, yielding \$2.1M+ equity gains, minimum fix and flip gross margins of 30% and cap rate returns of 12-20%+ 	2016-Present									
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Disparity Study/Public Sector Experience	Deputy Project Manager	Study Dates
	<ul style="list-style-type: none"> • Mecklenburg County, NC: Disparity Study 	April 2019-October 2020
Disparity Study/Public Sector Experience	Project Manager	Study Dates
	<ul style="list-style-type: none"> • Living Cities City Accelerator Cohort II <ul style="list-style-type: none"> ○ 10 Cities <ul style="list-style-type: none"> ▪ Boston ▪ Cleveland ▪ El Paso ▪ Houston ▪ Kansas City ▪ Minneapolis ▪ Nashville ▪ Philadelphia ▪ Pittsburgh ▪ South Bend • Utilities Market Development Initiative <ul style="list-style-type: none"> ○ Commonwealth Edison (ComEd) ○ Nicor Gas ○ Peoples Gas/North Shore Gas • City of Memphis, Tennessee: Disparity Study • Memphis Light Gas and Water • Memphis-Shelby County Schools 	<p>2019-2020</p> <p>2022-2023</p> <p>July 2022-Present</p> <p>2022-Present</p> <p>2022-Present</p>



J. Vincent Eagan, Ph.D.-Principal Researcher Griffin & Strong, P.C.

235 Peachtree Street, N.E., Suite 400, Atlanta, Georgia 30303

404-222-2560 Telephone vince@gspclaw.com E-mail

Summary	Associate Professor, Morehouse College Department of Business Administration, serves as Technical Advisor for Griffin & Strong, P.C. on Disparity Studies. He is an expert in the law and economics of small and minority business. He has been a successful expert witness in six cases involving minority business programs. In two instances, Dr. Eagan's expert witness testimony supported disparity studies upheld at the federal circuit court level, in particular, <i>Rowe v. Tippett</i> , which governs disparity studies in the Fourth Circuit. He previously served as an external consultant to the U. S. Minority Business Development Agency. He has published more than 100 articles, monographs and conference papers on a wide range of topics, with a particular focus on government policy towards small and minority business and public procurement.	
Education	J.D., Harvard Law School	1991
	Ph.D., Economics, Georgia State University	1986
	B.A., Economics, Georgia State University	1977
Career History	<p>Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, Atlanta, GA September 2016-current</p> <p>Senior Consultant: Technical Advisor/Principal Researcher</p> <ul style="list-style-type: none"> • Provides advice and analysis of Policies and Procedures • Assists with development of recommendations • Expert Witness assistance <p>MGT of America, Inc., Tallahassee, FL 2000-2016</p> <p>Consultant: Research for State and Local Government</p> <ul style="list-style-type: none"> • Policies and Procedures Team Leader for Disparity Studies conducted by MGT • Principal Investigator on several disparity studies • Expert Witness in cases involving minority business programs • Review of case law and procurement practices and procedures <p>Morehouse College, Department of Business Administration, Atlanta, GA 1993-current</p> <p>Associate Professor, Accounting/Business Law Undergraduate Courses</p> <p>Dorsey & Whitney Minneapolis, MN 1991-1993</p> <p>Associate, Tax Department</p> <ul style="list-style-type: none"> • Broad experience in employee benefits, compensation and tax planning for corporate reorganizations. <p>Howard University, Washington, DC 1986-1988</p> <p>Assistant Professor, Graduate Faculty</p> <p>Public Finance Economics 1 (MBA Program)</p> <p>Morehouse College, Atlanta, GA 1981-1986</p>	



Assistant Professor, Department of Business and Economics

**Selected Disparity
Study Experience**

Study Dates

Technical Advisor/Principal Investigator on the following:

<ul style="list-style-type: none"> • Shelby County (TN): February 2021-April 2022 • City of Milwaukee (WI): January 2021-Present • City of Aurora (IL): December 2020-Present • City of Toledo (OH): December 2020-Present • City of Augusta (GA): August 2020-Present • City of Birmingham (AL): July 2020-May 2022 • Charles County (MD): May 2020-December 2021 • City of Frederick (MD): February 2020-2021 • Bexar County (TX): December 2019-July 2021 • Port of Houston Authority (TX): August 2019-December 2020 • Mecklenburg County (NC): April 2019-October 2020 • State of North Carolina: February 2019-February 2021 • Cuyahoga County, Ohio: January 2019 to June 2021 	2019-Present
<ul style="list-style-type: none"> • Metropolitan Nashville Airport Authority: December 2018-June 2020 • North Carolina Department of Transportation: November 2018-December 2021 • Sound Transit Disparity Study (WA): November 2018-March 2020 • City of Chattanooga: October 2018-September 2019 • City of Tacoma, WA: Disparity Study-August 2017-September 2018 • City of Greensboro, NC: February 2017-April 2018 • Metropolitan Government of Nashville and Davidson County, TN: Disparity Study and Minority Enterprise Growth and Needs Study 	2017-2018
<ul style="list-style-type: none"> • Washington Suburban Sanitary Commission: consulting services for a disparity study • City of New York: MWBE Availability Analysis • Prince George's County (MD): Availability and Utilization Studies • County of Orange, John Wayne Airport (CA): DBE Disparity Study • Orange County (FL): Multi-jurisdictional Disparity Study 	2015
<ul style="list-style-type: none"> • Denver Public Schools: Disparity Study • Guilford County Schools: Disparity Study • Hillsborough County Aviation Authority (FL): Disparity Study Update • Oregon Department of Transportation: Availability Study Update • City of Portsmouth (VA): Disparity Study • City of Hampton and Schools (VA): Disparity Study 	2014
<ul style="list-style-type: none"> • Memphis Light, Gas and Water (TN): Disparity Study and Policy Formation • City and County of Denver: M/W/DBE Disparity Study and Registered Apprenticeship Study • City of Greensboro (NC): Disparity Study • City of Pensacola (FL): Disparity Study 	2013
<ul style="list-style-type: none"> • <i>H.B. Rowe v. Tippett</i> (North Carolina Department of Transportation) (2004 through 2010), defendant successful at both the district court and appeals court levels. • <i>Gross Seed v. Nebraska Dept. of Roads</i>, 345 F.3d 968 (8th Cir. 2003); cert denied, 158 L.Ed. 2d 729 (2004)., defendant successful at both the district court and appeals court levels (2001). 	2011

**Expert Witness
Services**

David J. Maher, Esq.-Legal and Policy Analyst
Griffin & Strong, P.C.

235 Peachtree Street, N.E., Suite 400
 Atlanta, Georgia 30303

Summary	David J. Maher is a highly-rated attorney with over thirty years of experience in courtrooms and law offices in both Florida and Georgia. He previously was a Staff Attorney in the United States Court of Appeals for the Eleventh Circuit, where he performed intensive research and drafted judicial memoranda in several practice areas, including employment, immigration and civil rights. He has been admitted to practice in the U.S. Court of Appeals for the Eleventh and Seventh Circuits, and to the U. S. District Court for the Northern District of Florida and the Northern District of Georgia. He oversees legal analysis and research and assists with policy analysis for disparity studies conducted by Griffin & Strong, P.C.
Education	<p>J.D., with High Honors, Florida State University College of Law, Tallahassee, FL 1993</p> <p>B.S.W in Criminal Justice, University of Wisconsin, Milwaukee, WI 1987</p>
Career History	<p>Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i> Partner, Legal Division <i>April, 2016-present</i></p> <ul style="list-style-type: none"> • Leadership role in legal division • Provides legal analysis and research for disparity studies and writes the legal analysis chapter • Civil litigation • Contract drafting and review <p style="text-align: right;"><i>August, 2013 – April, 2016</i></p> <p>Law Office of David J. Maher, <i>Atlanta, GA</i> Principal</p> <ul style="list-style-type: none"> • Responsible for leading a boutique firm focused on civil appeals in state and federal appellate courts, and assistance to trial lawyers with case evaluation, motion practice, and trial needs • Lead appellate counsel in case argued before Supreme Court of Georgia • Appointed to Criminal Justice Act (CJA) panel for the United States Court of Appeals for the Eleventh Circuit • Recognized as Georgia Top Rated Lawyer in Appellate Law and in Labor and Employment Law-2013, 2014, 2016 <p style="text-align: right;"><i>2011-2013</i></p> <hr/> <p>Drew, Eckl and Farnham, <i>Atlanta, GA</i> Associate, Litigation</p> <ul style="list-style-type: none"> • Managed a full range of litigation responsibilities in large insurance defense firm, including case evaluation, coverage analysis, discovery, depositions, trial preparation and alternative dispute resolution <p style="text-align: right;"><i>2009-2011</i></p> <p>United States Court of Appeals for the Eleventh Circuit, <i>Atlanta, GA</i> Federal Law Clerk, Staff Attorney's Office</p> <ul style="list-style-type: none"> • Conducted extensive legal research and drafted legal memoranda in a number of practice areas, including employment, civil rights, criminal and immigration <p style="text-align: right;"><i>2000-2009</i></p> <p>Harke & Clasby, L.L.P., <i>Miami, FL</i></p>

<p>Partner</p> <ul style="list-style-type: none"> • Instrumental in establishing firm as “Top Litigation Shop” as recognized by Miami Daily Business Review • Led appellate division • Lead appellate counsel in case argued before Supreme Court of Florida 	<p>2006 to 2009</p>
<p>Associate</p> <ul style="list-style-type: none"> • Litigation Support and appellate services in several areas of civil law, including consumer law and antitrust. 	<p>2000 to 2006</p>
<p>Hicks & Anderson, LLP, Miami, FL</p> <p>Associate, Civil Appellate</p> <ul style="list-style-type: none"> • Managed full civil appellate caseload, which also included responsibility for insurance coverage opinions/analyses • Lead counsel in clemency case argued before Florida Office for Executive Clemency 	<p>1996-2000</p>
<p>Steel Hector & Davis, LLP, Miami, FL</p> <p>Associate, Labor and Employment Litigation Group</p> <ul style="list-style-type: none"> • Complex commercial litigation at one of Florida’s largest law firms 	<p>1992-1996 1993 to 1996</p>

Disparity Study/Public Sector Experience

Legal Analysis/Policy Analysis

- Shelby County (TN): February 2021-April 2022
- City of Milwaukee (WI): January 2021-Present
- City of Aurora (IL): December 2020-Present
- City of Toledo (OH): December 2020-Present
- City of Augusta (GA): August 2020-Present
- City of Birmingham (AL): July 2020-May 2022
- Charles County (MD): May 2020-December 2021
- City of Frederick (MD): February 2020-2021
- Bexar County (TX): December 2019-July 2021
- Port of Houston Authority (TX): August 2019-December 2020
- Mecklenburg County (NC): April 2019-October 2020
- State of North Carolina: February 2019-February 2021
- Cuyahoga County, Ohio: January 2019 to June 2021

- Metropolitan Nashville Airport Authority: December 2018-June 2020
- North Carolina Department of Transportation: November 2018-December 2021
- Sound Transit Disparity Study (WA): November 2018-March 2020
- City of Chattanooga: October 2018-September 2019
- Louisville Water Company (KY): Program Implementation
- City of Tacoma, WA: August 2017-September 2018
- Metropolitan Government of Nashville and Davidson County, TN: June 2017-June 2020
- Invest Atlanta (City of Atlanta): June 2017-2019
- Fulton County, GA: June 2017-December 2019

- City of Greensboro, NC: February 2017-April 2018
- St. Louis County, MO: June 2016-December 2017
- Georgia Department of Transportation: March 2015-December 2016

Marcus K. Garner
Focus Media Group
 6590 Marxham Drive
 Atlanta, Georgia 30349

Summary **Mr. Garner is a Multi-platform Communications Professional, with more than 20 years' experience using analytical and content-development skis to craft winning branding standards and develop clear messaging in crisis or otherwise. He has drafted anecdotal chapters for several disparity studies and has written articles and press releases for publications.**

Education M.S.-- Newspaper Journalism, Newhouse School of Public Communications - Syracuse University, Syracuse, NY 2018

B.A. in English, Clark Atlanta University, Atlanta, GA 1996

Career History

Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, Atlanta, GA

Communications Consultant *October 2019-present*

- Analyzes and modifies public policy documents; proofreads and edits proposals
- Writes anecdotal chapters for disparity studies
- Writes speeches for firm CEO
- Executive Communications
- Prepared articles and design layout for online newsletter
- Ghost-writes opinion pieces and special articles for industry publications, such as "Governing Magazine"

SunTrust Bank, Atlanta, GA *June 2018-May 2019*

Senior Communications Specialist

- Provided bank-wide internal communications for the SunTrust Enterprise Security and Resiliency organization responsible for cyber security
- Created change management communication strategy, messaging and instructional/training documentation for Privileged Access Management

Focus Media Group, Atlanta, GA *June 2017-Present*

Independent Contractor

- Serves as media liaison, drafting and disseminating press releases to media about firm initiatives or innovations for U.S. Security Associates; advise on media encounters
- Ghost-writes opinion pieces for industry publications, such as U.S. Security POST

Dekalb County Government *March 2016-June 2017*

Director of Communications, Offices of District Attorney and Solicitor-General

- Managed day to day responses to local and national media requests
- Managed real-time crisis response; represented office in the media and direct leadership
- Developed and implemented crisis management strategy
- Executive Liaison for staff of 175 and media personnel/requests

**Disparity
Study/Public
Sector Experience**

Anecdotal Analyst/Writer

- **Mecklenburg County (NC)-April 2019-October 2020**
- **Metro Nashville Airport Authority (TN)-October 2018-June 2020**
- **City of Frederick (MD)-February 2020-February 2021**
- **State of NC-February 2019-January 2021**
- **Port of Houston Authority (TX)-December 2020**
- **Bexar County (TX) -January 2020-March 2021**
- **Cuyahoga County (OH)-January 2019-June 2021**

Dr. Rose Nyaondo
Data Analyst, Ph.D.
Griffin & Strong, P.C.

235 Peachtree Street, N.E., Suite 400
 Atlanta, Georgia 30303

Summary	<p>Dr. Nyaondo is a Data Analyst with over 5 years of experience in public policy research and statistical analysis. Dr. Nyaondo has extensive expertise in using qualitative and quantitative research methodology in data sampling, collection, cleaning, analysis, and presentation for supporting data-led policy decision making. She is highly skilled in using statistical analysis to draw conclusions and presenting those conclusions to both technical and non-technical stakeholders. Dr. Rose Nyaondo is also a published author and award-winning scholar.</p>	
Education	<p>Ph.D. in Public Policy Analysis, University of Massachusetts, Boston, Massachusetts</p> <p>M.Sc. in Public Policy Analysis, University of Massachusetts, Boston, Massachusetts</p> <p>M.A. in International Relations, United States International University, Nairobi, Kenya</p> <p>B.A. in Education, Kenyatta University, Nairobi, Kenya</p>	<p>2020</p> <p>2016</p> <p>2013</p> <p>2004</p>
Career History	<p>Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i></p> <p>Data Analyst</p> <ul style="list-style-type: none"> • Translates large quantities of data and create reports that displays the information’s overall significance • Cleans and analyzes data to produce insights on different thresholds and relevant market and utilization • Collects data from primary and/or secondary sources and maintains databases, such as SharePoint or Box • Performs routine to complex analyses and design of data models for various business applications • Exploratory Data Analysis including data cleaning, variable creation for visualizations, work category assignment and other miscellaneous tasks 	<p><i>March 2021-Present</i></p>
	<p>Beyond Finance-Remote</p> <p>Data Analyst</p> <ul style="list-style-type: none"> • Analyzed data to produce outputs that provided insights to areas of cost savings opportunities • Collaborated with clients on performance projects to analyze and interpret data • Applied quantitative methods to data to validate, improve, and document performance metrics • Implemented and documented quality controls to ensure integrity of reporting and outputs 	<p><i>2019-2021</i></p>

<p>University of Massachusetts- Boston, MA Statistical Data Research Analyst</p> <ul style="list-style-type: none"> • Provided statistical support and data evaluation for the department with continuous and varied data and analysis requirements • Conducted studies and analysis requested by management and recommended areas of investigation • Prepared research designs and data collection plans for the analysis and reporting of qualitative and quantitative information • Researched, tracked, summarized, and analyzed policy proposals related to gender data 	<p>2016-2019</p>
<p>Center for Women in Leadership and Public Policy-Boston, MA Graduate Research Assistant</p> <ul style="list-style-type: none"> • Conducted research and consulted with subject-matter experts and team members • Held data mining sessions together with developmental team to enhance understanding of policy trends, data, and impact on relevant people using various software • Provided high-level expertise to develop research questions, design interview protocols, conduct analysis, and interpret findings • Utilized rigorous social scientific research technology to collect and analyze data to develop policies 	<p>2013-2016</p>
<p>Zawadi Africa International-Kenya & United States Program Manager</p> <ul style="list-style-type: none"> • Developed policies and procedures that helped monitor internal and external program activities • Influenced shifts in process, policy, and resources in collaboration with government agencies of new offices in Uganda, Ghana, Kenya, and new donor partners • Demonstrated problem solving, interpersonal, organizational, and research skills on various subject matters • Mentored over 300 young African women leaders, inspiring them to enroll and graduating to become leaders in private companies, public organizations, and political institutions 	<p>2007-2013</p>

Disparity Study/Public Sector Experience	Data Analyst	Study Dates
<ul style="list-style-type: none"> • City of Birmingham, AL: Disparity Study • Shelby County, TN: Disparity Study • City of Augusta, GA: Disparity Study • Port of Houston, TX: including colleges & universities • City of Milwaukee, WI: Disparity Study • Guilford County, NC: Disparity study • Cuyahoga County, OH: Disparity Study • City of Toledo, OH: Disparity Study • Clayton County, GA: Benchmark Study 		<p>March 2021 March 2021 March 2021-April 2021 May 2021-June 2021 May 2021 April 2021-Present April 2021-July 2021 Aug 2021-May 2022 June 2021-Jan 2022</p>

	<ul style="list-style-type: none"> • City of Gainesville, FL: Disparity Study • Wake County, NC: Disparity Study • City of Aurora, CO: Disparity Study • Metro Nashville, TN: Disparity Study • Fulton County, GA: Disparity Study 	July 2021-Dec 2022 March 2022- Present May 2022-Present June 2022-Present Nov 2022-Present
Technical Competencies	<ul style="list-style-type: none"> • Programming: SQL, PL/SQL, HTML, SAS, Tableau, TOAD, STATA, Alteryx, Nvivo • Software: Microsoft Office Suite 365; SharePoint, PowerBI 	

Susan G. Johnson-Project Administrator
Griffin & Strong, P.C.

235 Peachtree Street, N.E., Suite 400
 Atlanta, Georgia 30303

Summary	<p>Currently Director of Project Development for Griffin & Strong, P.C., Ms. Johnson has prepared training materials and conducted training for clients based on programs developed by Griffin & Strong and serves as Contract Administrator on all projects. As a Human Resources Professional, Ms. Johnson was previously certified as a Professional in Human Resources (PHR) by the Human Resources Certification Institute.</p>	
Education	M. S. Human Resource Management, Georgia State University, Atlanta, Georgia	2000
	M.S. Urban Government and Administration, Georgia State University, Atlanta, Georgia	1983
	B.A. Political Science, Spelman College, Atlanta, Georgia	1977
Career History	<p>Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, Atlanta, GA</p> <p><i>September 2002-present</i></p> <p>Director of Project Development <i>November 2014 to Present</i></p> <ul style="list-style-type: none"> Responsible for all pre-contract activities, including coordination and preparation of proposal responses and communications with potential subcontractors/subconsultants <p>Director of Corporate Communications & Human Resources <i>August 2008-November 2014</i></p> <ul style="list-style-type: none"> Responsible for the firm's staffing activities and general human resources function <p>Project Manager <i>September 2002-August 2008</i></p> <ul style="list-style-type: none"> Served as Deputy Project Manager on disparity studies Facilitated analysis of purchasing practices and procedures Coordinated and/or conducted anecdotal interviews <p>Lindamood-Bell, Atlanta, Georgia-Clinician <i>1999- 2002</i></p> <p>Incredible Universe, Duluth, GA <i>Human Resources Director</i> December 1995-April 1997</p> <p>Concessions International, Atlanta, GA November 1986-October 1995</p> <p>Director of Human Resources-May 1987-October 1995 Administrative/Bookkeeper</p> <p>City of Atlanta Office of Contract Compliance, Atlanta, GA Contract Compliance Administrator May 1984-November 1986</p>	
Disparity Study/Public Sector Experience	Contract Administrator	Study Dates
	<ul style="list-style-type: none"> Shelby County (TN): February 2021-April 2022 City of Milwaukee (WI): January 2021-Present City of Aurora (IL): December 2020-Present City of Toledo (OH): December 2020-Present 	

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- City of Augusta (GA): August 2020-Present
 - City of Birmingham (AL): July 2020-Present
 - Charles County (MD): May 2020-Present
 - City of Frederick (MD): February 2020-2021
 - Bexar County (TX): December 2019-Present
 - Port of Houston Authority (TX): August 2019-December 2020
 - Mecklenburg County (NC): April 2019-October 2020
 - State of North Carolina: February 2019-February 2021
 - Cuyahoga County, Ohio: January 2019-June 2021
 - Metropolitan Nashville Airport Authority: December 2018-June 2020
 - North Carolina Department of Transportation: November 2018-December 2021
 - Sound Transit Disparity Study (WA): November 2018-March 2020
 - City of Chattanooga: October 2018-September 2019
 - City of Tacoma, WA: August 2017-September 2018

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- Invest Atlanta: June 2017-2019
 - Fulton County, GA: June 2017-December 2019
 - City of Greensboro, NC: February 2017-Present (including consulting services for program implementation)

-
- Louisville Water Company (KY): MWBE Availability Study; September 2016-July 2017; follow-up consulting June-December 2018

-
- City of Memphis, TN: May 2015-August 2016
 - City of Savannah: April 2015-2016
 - Georgia Department of Transportation: March 2015-December 2016
 - Cuyahoga County, Ohio: Qualitative analysis for disparity study-January 2014-January 2015
 - City and county of Durham, NC: October 2013-January 2015
 - Montgomery County, MD: May 2013-June 2014

-
- Clayton County, GA: Review of disparity study and providing recommendations; implementation of Small Local Business Program; developed position descriptions, prepared all program forms, policies and procedures; trained Contract Compliance personnel: July 2012-2013

-
- City of Jackson, MS: July 2007-2008
 - Georgia Department of Transportation: Goalsetting Project; May 2008-September 2013
 - City of Memphis (TN): January 2008-August 2009
 - State of Tennessee: September 2007-2009

**Deputy Project
Manager**

- **Metropolitan Nashville Airport Authority:** January 2007-August 2007
- **Durham County, NC:** October 2006-August 2007
- **City of Atlanta (GA):** July 2005-2007
- **Montgomery County (MD):** April 2004-April 2005
- **Metropolitan Government of Nashville and Davidson County, TN:** October 2003-February 2005
- **City of Columbus (OH):** October 2002-August 2003



CREATIVE RESEARCH SOLUTIONS

Ajísafé Adaján, Ph.D. President

Phone: 678-994-9611
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2330 Scenic Highway S
Ste 221
Snellville, GA 30078

EDUCATION

2004-2009
University of Michigan, Ann Arbor
Ph.D., Social Psychology - GPA: 3.9 / 4.00
Dissertation: *Directed Attention and Stereotype Threat in Interracial Interactions*
M.S., Social Psychology
Master's Thesis: *Teachers and Learners: Roles Adopted in Interracial Discussions*

2000-2004
Wesleyan University, Middletown, CT
B.A., Psychology - GPA: 3.59 / 4.00

EXPERIENCE

Creative Research Solutions, LLC, Atlanta, GA 2009-Present
President

As President of Creative Research Solutions, I am dedicated to helping government, non-profit, and educational institutions improve their performance through high quality evaluation.

Selected relevant projects include:

Reboot Representation (ongoing): Developed a predictive model to help the coalition track its impact on computing degree achievement among underrepresented women.

Griffin & Strong, P.C. (ongoing): Creative Research Solutions has managed and distributed surveys and conducted data analysis on behalf of Griffin & Strong as part of several business disparity studies for local governments.

Wesleyan University (ongoing): Designed and conducted evaluation of new project based learning and intensive course programs, including focus groups, interviews, and surveys. Project included creative recruitment strategies to encourage participation among underrepresented and first-generation college students.

DeKalb Office of Youth Services (2017): Analyzed data collected through a multi-program survey of parent and student participants to identify areas of success and opportunities for improvement.

Spelman College (2016-2020): Developed evaluation plan and quantitative data analysis strategy for Spelman College's First In the World grant project.

Council of State and Territorial Epidemiologists (2018): Developed and led an economic impact assessment identifying the costs and benefits of collecting data on 18 social and behavioral health indicators. This assessment included both qualitative and quantitative data collection and analysis, as well as working with a variety of stakeholders across state departments of health, CDC, SAMHSA, and CSTE.

MSCEI (2016): Conducted interviews and site visits to assess the local and regional impact of the Mississippi Center for Education Innovation on schools and partner organizations' efforts to improve the quality of education in the state.

Technical College System of Georgia (2015): Conducted focus groups and site visits at multiple sites to assess the impact of TCSG



College Access Challenge Grant (2015): Designed and conducted adaptive survey and collected data through interviews and participant observations at multiple sites to assess the overall statewide impact of Georgia's 7-year College Access Challenge Grant programs.

Morehouse School of Medicine (2014-2018): Designed and conducted surveys and participant observations in support of an evaluation of a Neuroscience Enrichment Program designed to increase the number of African-Americans pursuing careers in Neuroscience.

WINGS for kids (2014-2018): Conducted site visits, focus groups, and participant observations to assess the impact of an after-school social and emotional learning program.

University of Virginia (2014-2016): Provided consulting services to a faculty search committee as part of a program to increase diversity among faculty in STEM fields. Project work included developing an assessment to capture faculty impressions of job candidates.

UNCF (2013-2014): Performed focus groups, interviews, and site visits to measure impact of institutional advancement support services.

Project GRAD Atlanta (2013): Conducted site visits, interviews, surveys, and data analysis to measure outcomes of a Summer Institute program offering high school students of color the opportunity to take college courses during the summer.

University of Michigan, Ann Arbor, MI
Graduate Student Instructor

2005, 2006, 2008

As a graduate student instructor at the University of Michigan, I independently led discussion sections for students taking Psych 111: Introduction to Psychology and Psych 260: Introduction to Organizational Psychology. This work involved creating weekly lesson plans, designing assignments, and evaluating student performance.

RESEARCH

Dissertation: For my dissertation research I developed and tested a cognitive intervention designed to improve one's ability to focus attention and communicate effectively while under adverse conditions such as stereotype threat.

Master's Thesis: For my Master's Thesis, I tested the hypothesis that African-American and White participants adopt teacher and learner roles, respectively, when discussing a race-related topic in a mixed-race group.

Each of the above research projects required advanced research and statistical training including experimental design, survey development, linear regression, and analysis of variance, as well as effective management of an undergraduate research team.

Publications

Tatum, T. & Sekaquaptewa, D. (2009). Teachers and Learners: Roles Adopted in Interracial Discussions. *Group Processes & Intergroup Relations*, 12(5): 579-590.

PROFESSIONAL ACTIVITIES

2016 Eastern Evaluation Regional Society Conference Presentation: "Serving Multiple Masters While Keeping Your Eye on The Prize: Conducting a Program Evaluation with Multiple Stakeholders".

President, Atlanta-Area Evaluation Association (2014).

Conducted research for the State of the Student report with the Atlanta Education Fund, (2011-2012).



Developed and facilitated Multicultural Competency Training for the Undergraduate Research Opportunity Program (UROP) Peer Advisor Orientation, to prepare students for their work as peer advisors in a multicultural environment. University of Michigan, (2008).

Developed and facilitated Students of Color of Rackham (SCOR)/Common Ground joint dialogue program, with funding grant from the Multi-Ethnic Students Association (MESA). This program offered structured dialogues for students interested in discussing social identity and social justice issues. University of Michigan, (2008).

Intergroup Relations Common Ground Facilitator: Facilitated intergroup relations workshops for University of Michigan students, faculty, and staff. University of Michigan, (2007-2009).

Admissions Committee: Evaluated social psychology program applicants as a member of the admissions committee for the University of Michigan Social Psychology Area, (2006).

Students of Color of Rackham Media and Publicity Co-Chair: Organized publicity efforts and designed website for Students of Color of Rackham (SCOR). University of Michigan, (2005-2007).

Business of the Year, DeKalb Chamber APEX Community Workforce Award (2015): Awarded for community workforce development in DeKalb County, Georgia.

Psychology Department Dissertation Grant (2008): Provided funding for dissertation research.

Under-represented Students Social Science Training Award (2005): For advanced statistics coursework in Hierarchical Linear Modeling and Structural Equation Modeling at the Inter-University Consortium for Political and Social Research (ICPSR).

Rackham Merit Fellowship (2004): Competitive 5-year fellowship provided doctoral program funding for underrepresented students with outstanding academic qualifications.

American Evaluation Association: (2010-present)

**AWARDS,
FELLOWSHIPS,
GRANTS**

**PROFESSIONAL
MEMBERSHIPS**

Tab 3: Methodology



3. Methodology

Disparity studies are the product of City of Richmond v. J.A. Croson Company, 488 U.S. 469, 709 S.Ct. 706 (1989), Adarand Constructors, Inc. v. Peña, Associated Gen. Contrs. of Connecticut, Inc. v. City of New Haven, 41 F.3d 62 (2nd Cir. 1994), Harrison & Burrowes Bridge Constructors v. Cuomo, 981 F.2d 50 (2nd Cir. 1992), Harrison & Burrowes Bridge Constructors v. Cuomo, 743 F. Supp. 977, 992-93 (N.D.N.Y. 1990), Jana-Rock Construction, Inc. v. New York State Dept. of Economic Development, 438 F.3d 195 (2nd Cir. 2006), and their progeny. In Croson the Court stated that strict scrutiny was the standard of judicial review for any race-conscious program. In that, the state or local governmental entity would have to demonstrate both a compelling state interest by a factual predicate that identifies discrimination and a narrowly tailored remedy to the findings of any discrimination.

As a formula for discrimination, Croson states that:

"Where there is a significant statistical disparity between the number of qualified minority contractors willing and able to perform a particular service and the number of such contractors actually engaged by the locality or the locality's prime contractors, an inference of discriminatory exclusion could arise."

A disparity study must adhere to the legal requirements of U.S. Supreme Court decisions like Croson. In addition, there have been important cases out of the U.S. Judicial Circuit Court of Appeals for the Second Circuit, as well as other circuit courts, that assist with establishing the methodology to be used in disparity studies and the resulting assurance of narrowly tailored programs.

The following methodology clearly defines how Griffin & Strong, P.C. ("GSPC") will provide the work described in the RFP and demonstrates that GSPC's proposed approach will fulfill the City of Bridgeport's ("City") goals and objectives, while conforming to the legal requirements set forth in Croson, Adarand, Associated Gen., Harrison I, Harrison II, and Jana-Rock, and their progeny.

The goal of the disparity study will be to answer the following research questions:

- Is there is a statistically significant disparity in the relevant geographic and product markets between the percentage of qualified Minority Business Enterprises ("MBEs") and Woman Business Enterprises ("WBEs") willing and able to provide goods or services to the City in each of the category of contracts and the percentage of dollars spent by the City with such firms (whether as prime contractors/consultants or subcontractors/consultants)?
- If a statistically significant disparity exists, have factors, other than race and gender been ruled out as the cause of that disparity, such that there can be an inference of discrimination?
- Can the disparities be adequately remedied with race and gender neutral remedies?

- If race and gender neutral remedies are not sufficient, does the evidence from the Study legally support a race and/or gender conscious remedial program?
- Are the proposed remedies narrowly tailored to the strong basis in evidence from the disparity study?

1. Study Period

GSPC recommends that the study should cover a five-year period of FY2018-FY2022. The study period is acceptable because it is important that the data be analyzed over a number of years in order to demonstrate a trend and not just an occurrence. Further, the data should be current enough to still be applicable and not stale. This is also why it is important that studies be delivered in a timely manner so that the data utilized does not become stale before the report is completed.

2. Data Assessment and Data Collection

Data is key to determining accurate outcomes of availability and other processes in a disparity study so the data collection and review methods are important to the accuracy of the analysis. As a law firm, GSPC maintains its data as a chain of evidence by maintaining regular change logs/data books for data files (which detail what was done to a data file). This allows an objective opportunity to trace the steps taken from GSPC's receipt of data through the process of work on that file until it is prepared for analysis. In addition, all processes are documented in the report, as well as assumptions, and work-arounds for any data gaps.

GSPC's project initiation begins with it preparing and planning its workplan, schedule, and finalizing subcontractor agreements. Within weeks we will conduct **Data Assessment Meetings**, to properly assess the data with procurement, IT, finance, and compliance personnel and other departments to determine what data the City has, in what format, and how GSPC can obtain the data. This process also includes preliminary discussions about the City's purchasing, practices, policies, and procedures to get a better understanding of how procurement operates. It is also important for GSPC's team to get to know procurement personnel with a **Kick Off Meeting** and understand how to operate the Study in a manner least intrusive to the City's personnel. The research team will also gather all historical data from the City's marketplace, including but not limited to previous disparity studies and will create and execute a plan to collect all electronic and physical data for the Study.

GSPC will do the work of gathering all available data and for determining "work arounds", surveys, and alternative data sources where there are data gaps. All data processes will be explained in the Study with full transparency. GSPC will oversee the entry of all data into appropriate databases and enter any manual data as required.

GSPC will submit a Data Assessment Report and Data Collection Plan to the City for approval. The Data Collection Plan details the type of data and whether it will need to be collected electronically or manually, as well as when and from whom the data will be collected. Once approved, GSPC will issue data requests, if necessary, based upon the Data Collection Plan.

Data Requirements and Data Sources

For each element of the disparity study analysis below, GSPC has included its plans for what data it is collecting and how it plans on collecting said data.

Data Cleanup and Verification

After the completion of data collection, the data will be electronically and manually “cleaned” to eliminate duplicates, fill in unpopulated fields, and resolve any anomalies. In the cleanup process, GSPC will assume that any vendor that was not otherwise identified as an MBE and WBE is owned by a Non-MBE and WBE.¹ The senior economist will be consulted if there is a need to fill any data gaps.

3. Legal Review and Analysis

GSPC will analyze the significance of relevant case law, including City of Richmond v. J.A. Croson Company, 488 U.S. 469, 709 S.Ct. 706 (1989), Adarand Constructors, Inc. v. Peña, 515 U.S. 200 (1995), Associated Gen. Contrs. of Connecticut, Inc. v. City of New Haven, 41 F.3d 62 (2nd Cir. 1994), Harrison & Burrowes Bridge Constructors v. Cuomo, 981 F.2d 50 (2nd Cir. 1992), Harrison & Burrowes Bridge Constructors v. Cuomo, 743 F. Supp. 977, 992-93 (N.D.N.Y. 1990), Jana-Rock Construction, Inc. v. New York State Dept. of Economic Development, 438 F.3d 195 (2nd Cir. 2006), and prepare summary information of all important post-Croson U.S. Supreme Court decisions and those of the U.S. Judicial Circuit Court of Appeals for the Second Circuit that are related to women and minority-owned business enterprise programs and participation and determine how they impact the continuation and establishment of the City’s MBE and WBE policies. Although cases from other jurisdictions may not be controlling, GSPC will include relevant outcomes from those cases to demonstrate the trends in the judicial system and their impact on disparity study methodologies.

The analysis will include judicial and econometric support for GSPC’s methodologies for each aspect of the Study.

The firm will also determine if there are any available judicial or administrative data as to allegations of discrimination made against vendors and local governmental agencies and will analyze the City’s existing regulatory framework and its current MBE and WBE policy, executive orders and local legislation that relate to the City’s MBE and WBE contracting and procurement activities. GSPC will determine if these conform to the current legal environment and will monitor new cases in the area of equal protection and affirmative action in general and assess their impact on the City.

¹ This assumption was made because MBEs and WBEs are specifically identified and certified as such by governmental entities. To the contrary, Non-MBEs and WBEs are not typically given any identifier and have no indication of race/ethnicity/gender, or if they are identified, it has included that identification on the lists. Further, GSPC will use various lists to cross-reference against each other to verify race/ethnicity/gender. Where there are any inconsistencies, GSPC will research and confirm the correct race/ethnicity/gender. Not-for-profits and governmental entities do not have individual owners, so those firms will be deleted from all analyses used in the Study. Publicly traded corporations are considered, Non-MBE and WBE firms.

Finally, the firm will determine, revise and document, any necessary adjustments in the methodology for analysis of procurement and contract data, based upon the foregoing legal analysis and appropriate statistical and economic principles.

4. Purchasing, Policies, Practices, and Procedures

GSPC will provide the history of the City's MBE and WBE policies and an analysis to determine the following for their impact on MBE and WBE firms:

- (a) Whether there is any policy that will inherently present a barrier that will more highly impact MBE and WBE participation in the City's procurement process;
- (b) Whether the City personnel involved in the procurement process understand the City's procurement policies, particularly as they relate to MBE and WBE;
- (c) Whether the practices of the City's procurement personnel match the City's policies.

GSPC will examine the statutes, publicly disseminated policy statements, internal policy and procedure manuals and memoranda and all written staff directives from management regarding procurement. In addition, GSPC will interview the City's staff in each procurement area with regard to inquiring about all aspects of procurement, including the types of contracts and market areas covered by solicitations, advertising, and mailing.

The findings of the Study will provide a determination as to whether the current MBE and WBE programs are narrowly-tailored to the results of the study and the recommendations from the Study will include ways that the policies, procedures, and programs can better promote equal access and participation in opportunities to MBE and WBE firms, again ensuring that such recommendations are narrowly tailored to the results of the Study.

5. MBE and WBE Disparity Analysis

(a) Determination of Relevant Geographic Market

The determination of the relevant geographic market is essential because all aspects of the Study will encompass only firms located within the geographic relevant market of each business category. Within the relevant market, GSPC will estimate the percentage of firms in each race, ethnicity, and gender group that are ready, willing and able to perform services utilized by the City within each business category.

Croson supports the now commonly held idea that the relevant market area should encompass at least seventy-five to eighty-five percent of the "qualified" vendors that serve a particular sector. This concept also has its origins in antitrust lawsuits. United States Supreme Court, Justice Sandra Day O'Connor in Croson, wrote that the relevant statistical comparison in determining a disparity is one between the percentage of Minority Business Enterprises in the marketplace [or Relevant Market] who were qualified to perform contracting work and the percentage of total contracting dollars awarded to minority firms. GSPC uses the 75% benchmark for the

determination of the relevant market and will only measure firms that are within the relevant market (by Industry Category: Construction and Construction Related Professional Services) in both its availability and utilization determinations. Croson supports the now commonly held idea that the relevant market area should encompass at least seventy-five to eighty-five percent of the "qualified" vendors that serve a particular sector. This concept also has its origins in antitrust lawsuits. GSPC uses the 75% benchmark for the determination of the relevant market and will only measure firms that are within the relevant market (by Industry Category: Construction and Construction Related Professional Services) in both its availability and utilization determinations.

GSPC defines the geographic relevant market by accessing the payment dollars in each Industry Category. In analyzing the relevant market data, GSPC will tabulate the percentage of payments by location of the firm paid, beginning with the firms located in the City and radiating out by zip code, county, and state.

GSPC utilizes a "radiate-out" methodology for determining the relevant geographic market because the courts have been consistent in ruling that it is appropriate for the relevant market to encompass the jurisdiction of the governmental entity and that the relevant market may extend beyond the "jurisdictional boundaries" of the governmental entity to contiguous jurisdictions, or even MSAs.

(b) Determination of Relevant Category of contracts (Work Categories)

All Work Categories will be aggregated in one of the major business categories:

- Construction
- Construction Related Professional Services

(c) Estimation of MBE and WBE Availability (Race/Ethnicity/Gender)

In order to determine availability, GSPC will utilize the "List Approach." GSPC will compile the following databases into a "Master Vendor File"

- i) The City Lists:
 - A) Current Vendors
 - B) Bidders from the Study Period
 - C) Awardees from the Study Period
 - D) Payees from the Study Period
 - E) Subcontractors from the Study Period or gathered from a Prime Vendor Questionnaire if the City does not maintain sufficient subcontracting data
- ii) Potential Outside Lists:

- A) Vendor/contractor lists (including certified MBE and WBE from other local jurisdictions, State of Connecticut, and Connecticut Department of Transportation (CTDOT)).

The purpose of the Master Vendor File is to collect, in one database, a representative listing of all firms that are ready, willing, and able to do business with the City. By including the outside vendor lists, there is a broader inclusion of firms that have expressed an interest in doing business with government. The definition of the categories of minority- or women-owned businesses for purposes of a disparity study is critical under City of Richmond v. Croson Company, 488 U.S. 469, 109 S.Ct. 706, 102 L.Ed.2d 854 (1989) for determining what groups should be included in any remedial program if an inference of discrimination is found. Croson stated,

“The random inclusion of racial groups that, as a practical matter, may never have suffered from discrimination in the construction industry in Richmond suggests that perhaps the City’s purpose was not in fact to remedy past discrimination... The gross over inclusiveness of Richmond’s racial preference strongly impugns the City’s claim of remedial motivation.”

Unless otherwise indicated, GSPC will utilize the race/ethnicity²/gender classifications:

- African American
- Asian American
- Hispanic American
- Native American
- Caucasian Woman
- Non-MBE and WBE

The availability estimates of qualified MBEs and WBEs and other businesses categorized by industry and by major racial/ethnic and gender categories is part of the quantitative, or statistical, portion of the disparity study. GSPC will separate its determination of available MBE and WBE firms and will disaggregate by the various race/ethnicity/gender classifications. The quantitative analysis is made up of several key statistical components, all of which are based upon exacting data collection and the processing of information collected from the City and other appropriate sources. The following economic definitions are necessary for the estimation of availability rates:

Definitions:

Let: A = Availability Rates

A (*Asian*) = Availability Estimates for Asian Business Enterprises

N (*Asian*) = Number of Asian Business Enterprises in the relevant market

N (*MBE and WBE*) = Number of MBEs and WBEs

N (t) = Total number of businesses in the pool of bidders in the Industry Category (*for example, Construction*)

² This study may need to include Cape Verdeans/Portuguese.

Availability, (A), is a percentage and is computed by dividing the number of firms in each MBE and WBE group by the total number of businesses in the pool of bidders for that Industry Category, $N(t)$. For instance, availability for Asians is given by:

$$A(\text{Asian}) = N(\text{Asian})/N(t),$$

and total availability for all MBE and WBE groups is given by:

$$A(\text{MBE and WBE}) = N(\text{MBE, WBE})/N(t).$$

Further, GSPC utilizes the "Ready, Willing, and Able" standard for determining availability.

Measuring within the Relevant Geographic and Product Markets, there are numerous approaches to measuring available, qualified firms. GSPC has established a methodology of measuring availability based upon demonstrated and active interest in doing business with government entities.

The methodology utilized to determine the availability of businesses for public contracting is crucial to understanding whether a disparity exists within the relevant market. Availability is a benchmark to examine whether there are any disparities between the utilization of MBEs and WBEs and their availability in the marketplace. Although Croson defined availability as willing and able to perform the work, the courts have provided only general guidance on how to measure availability. GSPC's measures of availability incorporate the following criteria:

- The firm does business within a procurement group from which the City makes certain purchases;
- The firm's owner has taken steps to do business with some government entity through registering, being certified, bidding, or actually doing business with a governmental entity;
- The firm is located within a relevant geographical area such that it can do business with the City.

(d) Utilization

GSPC will review and evaluate the procurement history of the City, analyzing prime contractor and subcontractors. First, prime utilization will be taken from the City's payment records and represent the entire data set. If the City has usable subcontractor data, GSPC will utilize that data. However, if sufficient subcontractor data is not available, GSPC will create and conduct a Prime Vendor Questionnaire which will be sent to all prime contractors in every business category for every contract awarded during the Study Period. The questionnaire will request information from the prime contractor for all payments made to their subcontractors, as well as other profile information about the prime and the subcontractors.

The replies from the Prime Vendor Questionnaire represent a sample of the subcontractor utilization. GSPC will also separate the utilization calculations for minority-owned and women-owned firms, disaggregating by minority and gender groups.

Further, it is important that the City considers subcontractor utilization data because subcontracting is another opportunity in the marketplace separate and apart from prime vendor opportunities. It has a separate set of processes and potential barriers apart from direct

contracting with the City. Subcontractor utilization is also a reflection of whether there is discriminatory behavior in the private marketplace.

It is also another way to satisfy the utilization balance with availability in the marketplace and may be a steppingstone for firms to become primes. Without an assessment of subcontractor utilization there would be an incomplete picture of contracting by the City and in the marketplace.

For all utilization analysis the data will be disaggregate by Industry Category for each year of the Study Period (to show annual trends) by race/gender/ethnicity, all within the relevant market. Utilization shall be measured in two ways: (1) the extent to which MBEs and WBEs receive contracts (number of contracts); and (2) the extent to which they receive sizable contracts (dollars) in relation to their representation in the appropriate relevant market area." As with availability, all utilization will include only firms in the Relevant Geographical and Product Markets.

(e) Disparity Ratios

i) Determining Disparity

The Study includes race and gender neutral groups for which a factual predicate based upon a finding of an inference of discrimination is not necessary. But for race and gender groups, GSPC will determine first, the existence and extent of disparity, GSPC will compare the utilization percentages to the availability percentage of each race/gender/ethnicity group for each year of the Study.

The Disparity Index is defined as the ratio of the percentage of MBE and WBE firms utilized (U) divided by the percentage of such firms available in the marketplace, (A):

Let: U = Utilization percentage for the MBE and WBE group

A = Availability percentage for the MBE and WBE group

DI = U/A or Utilization divided by Availability, the Disparity Index for the MBE and WBE group

When the DI is one, which indicates that the utilization percentage equals the availability percentage, there is parity or an absence of disparity. In situations where there is availability, but no utilization, the corresponding disparity index will be zero. In cases where there is utilization, but no availability, the resulting disparity index is designated by the infinity (∞) symbol. Finally, in cases where there is neither utilization nor availability, the corresponding disparity index is undefined and designated by a dash (-) symbol. Disparity analyses are presented separately for each Industry Category and for each ethnicity/race/gender status group. They are also broken out by year, for each year of the Study Period.

The results obtained by a disparity analysis will result in one of three conclusions: overutilization, underutilization or parity. Underutilization is when the Disparity Index is below one hundred. Overutilization is when the Disparity Index is over one hundred. Parity is when the Disparity Index is one hundred.

ii) Determining the Significance of Disparity Indices

Typically, the determination of whether a disparity is “substantially significant” can be based on any disparity index that is less than 80. Further, GSPC uses a statistical test that considers whether or not the typical disparity index across all vendor categories is equal to unity. This constitutes a null hypothesis of “parity” and the test estimates the probability that the typical disparity index departs from unity, and the magnitude of the calculated test statistic indicates whether there is typically underutilization or overrepresentation. Statistical significance tests will be performed for each disparity index derived for each MBE and WBE group, and in each Industry Category.

iii) Regression Analysis

The regression analysis can show if race/ethnicity/gender factors are impediments to the overall to the success of MBEs and WBEs in obtaining awards and whether, but for those race/ethnicity/gender status, firms would have the capacity to perform the work.

Further, GSPC will conduct a regression analysis in the event that a disparity is found to test the cause of the disparity by devising a disparity model focused on capacity controlling factors, and that will account for the differences among the "willing, qualified and able" MBE and WBE firms that have conducted business within the relevant market. The theory of capacity, when used in the analysis of differences in utilization by race, ethnicity and gender of owners, will focus on the following:

- Education of the Owners
- Age of the Firm or Length of Time Principal Has Conducted Business
- Gross Revenues Over a Given Period of Time
- Amount of Bonding Received by the Company Over a Period of Time
- Financial Standing of the Firm
- Ethnicity and Gender of the Owners (held constant)

➤ The Model:

$$Y_i = B_1 + B_2X_{2t} + B_3X_{3t} + B_4X_{4t} + B_5X_{5t} + B_6X_{6t} + u_t$$

Y_i = Utilization of Minority owned firms

X_1 = Education of the Owners

X_2 = Age of the Firm or Length of Time Principal Has Conducted Business

X_3 = Gross Revenues Over a Given Period of Time

X_4 = Amount of Bonding Received by the Company Over a Period of Time

X_5 = Financial Standing of the Firm

X_6 = Ethnicity and Gender of the Owners (held constant)

6. Private Market (Marketplace Disparities)

An analysis of the private sector is conducted to determine whether The City of Bridgeport has been a passive participant in discrimination carried out by the private sector. Indeed, Justice O'Connor, speaking for the Supreme Court in Croson indicated that a City "has the authority to eradicate the effects of private discrimination within its own legislative jurisdiction."

(a) Nexus Between Private Sector Disparities and City Contracting

Passive discrimination will be addressed through disparity analysis of the utilization by majority prime contractors of MBE and WBE construction subcontractors on non-City projects. These comparisons will assess the extent to which majority prime contractors only hire subcontractors to satisfy public sector requirements. The data for this analysis will come primarily from the results of the GSPC Survey of Business Owners, the integration of the vendor files of the City with public and private sector construction databases (such as FW Dodge and CMD Group, formerly Reed Construction Data) and building permit data. This analysis will allow for an assessment of a “nexus” (connection) between private sector disparities and City contracting. This analysis will be used to verify anecdotal complaints, if any, from MBEs and WBEs of their lack of usage in the absence of remedial programs.

(b) Disparities in Employment and Self-Employment

GSPC will also provide a statistical analysis of disparities in employment (by race and gender) and how that may impact self-employment (and therefore the availability of MBEs and WBEs in the marketplace) and revenue from self-employment using data from the American Community Survey Public Use Micro Sample (PUMS) from the Census Bureau and present a Binary Logistic Regression for an analysis of race/gender/ethnicity on the likelihood of being self-employed in the private sector in the City’s service area, controlling for various business owner characteristics such as race/gender/ethnicity, property values, education, marital status, age, spouse’s income, number of children at home, personal handicaps, and access to capital. Our analysis will compare the actual availability of MBEs and WBEs with expected or potential availability of MBEs and WBEs if they were to form businesses at the same rates of non-MBEs and WBEs with similar characteristics. We will then present a Multivariate Linear Regression for an analysis of Ethnicity/Race/Gender effects on the relative earnings of an individual’s self-employment earnings in the private sector of the City’s service area, controlling for such factors as years of education, age, geographic market, bonding and other demographic characteristics.

This self-employment analysis will be supplemented with background marketplace disparity ratios from U.S. Census Bureau data for the major procurement categories in the study. This analysis will be conducted on firms with and without paid employees.

(c) Credit Markets

GSPC will perform a Multinomial Logistic regression analysis of private sector discrimination in credit markets relying upon direct evidence from the GSPC Survey for Business Owners on disparities, if any, in denial rates for credit, bonding and insurance, controlling for firm characteristics; claims of discrimination. Consequently, the model will control for variables representing creditworthiness, firm size (e.g., annual sales, number of employees), firm age, firm assets, firm liabilities, form of business, and location. These results will be compared with regional results from the Panel Study on Entrepreneurial Dynamics on credit disparities. (The National Survey on Small Business Finance is no longer current).

In addition, GSPC will report disparities in loan denials and credit treatment in the Home Mortgage Disclosure Act (HMDA) data for the City area. Given the evidence that home equity is often an important element in small business funding, the HMDA evidence may indicate further barriers to MBEs and WBEs in credit markets.

7. Anecdotal Evidence of Discrimination

Anecdotal evidence is a widely accepted research tool that is based upon observation, interviews, public hearings and surveys. It is used in conjunction with statistical research to foster clarity and assist in understanding the statistical findings. Anecdotal information may help provide more meaning to the pure quantitative analysis and can also be utilized to help determine methods for improving the business practices of an entity. GSPC will undertake various means of gathering anecdotal evidence from business owners and other members of the City's community as part of the Study, including:

- Survey of Business Owners
- 30 Anecdotal Interviews
- 2 Public Hearings
- 2 Focus Groups
- Organizational Meetings
- Informational Meeting
- Email Comments

GSPC's experience in conducting disparity studies has shown that anecdotal data collected through multiple methods provides more comprehensive information than methodologies using a single-pronged approach. For this reason, GSPC will use a combination of survey of business owners, focus groups, public meetings, interviews, informational meetings, meetings with local organizations, and online comments to collect anecdotal information and to identify issues that are common to businesses in the market area.

The focus of the anecdotal evidence is to identify the respondents' experiences in conducting business with the City. GSPC will solicit participation and responses from community members, businesses that have done or attempted to do business with the City, public and private sector organized labor, and watchdog organizations. Griffin & Strong will conduct in-depth personal interviews with minority, women-owned, and non-minority owned businesses and business organizations, trade and professional associations, majority-owned firms and other organizations and individuals knowledgeable about the relevant industries. Interviewees that are from business enterprises will be taken from a random sample that reflects the availability of firms in each Industry Category in the relevant market. Other subjects will be identified by working with the City personnel to develop a database of diverse suppliers that represent the categorical designations of the City, including outreach to local and regional organizations that advocate for diverse suppliers.

Our anecdotal team will provide a dedicated website for the disparity study, social media, email blasts, and an informational meeting about the upcoming study. We will also alert firms to the possibility that they will be contacted to participate in GSPC's collection of anecdotal evidence. This reduces the potential for a series of calls to unknowing and skeptical participants. It also increases the buy-in of stakeholders throughout the City.

In addition, our firm will conduct two (2) focus groups and two (2) public hearings, by advertising to the public and business community. GSPC will provide a dedicated email address for firms that

would like to comment but are unable to attend either the focus group or public hearing. This, in essence, gives every firm a chance to participate. Public information sessions will be held at the beginning of the Study and public hearings further into the schedule.

During this process GSPC will document and summarize reports of identified past or ongoing discrimination that may have impeded the formation, growth, availability, or utilization of MBEs and WBEs. The anecdotal analysis will determine whether certain barriers faced by women and minority-owned firms might be race/gender/ethnicity based, or whether they are issues faced by all small businesses. GSPC's anecdotal researchers will document and summarize reports of identified past or ongoing discrimination that may have impeded the formation, growth, availability, or utilization of women and minority-owned businesses.

8. Findings & Recommendations (Including Review of Efficacy of Race- and Gender Neutral Remedies and Identification; Identifying Narrowly Tailored Race- and Gender Neutral and Race- and Gender-Based Remedies

GSPC will produce detailed findings from the Study and provide expert opinion of the meaning of such findings, including the impact that the City's current policies and programs have had on the utilization of available MBEs and WBEs on its contracts. GSPC will ensure that a race/gender neutral remedy has been considered for any discrimination identified in the review, by examining the existence of barriers to MBEs and WBEs that might be addressed through race and gender-neutral means. The City's contracting and purchasing policies and procedures will be reviewed and the effectiveness of any race and gender-neutral initiatives implemented by the City will be assessed. Remedies for neutral barriers will be identified and evaluated.

For example, if bonding is a problem for all small or new firms, and if MBEs and WBEs are more likely to be small or young firms, MBE and WBE firms might have limited ability to compete for public sector contracts. Initiatives to evaluate programs that provide bonding to all small firms could be a possible race and gender-neutral approach to addressing this barrier. Croson requires that state and local jurisdictions first examine how race and gender-neutral programs might be applied to redress discrimination. Cost and administrative constraints to implementing these programs can be considered. GSPC will also evaluate whether these measures alone will ensure that the City's will not be a passive or active participant in discrimination against MBE and WBE businesses. Recommendations will also account for the resources necessary to execute the recommendations, including staffing.

In addition to the Study recommendations, GSPC will assist the City in setting, or modifying any MBE and WBE goals as supported by the Study findings.

9. Deliverables from the RFP

(a) Findings

GSPC will objectively analyze the evidence collected and report its findings in sufficient detail, with supporting documentation, where documentation is available, to support such findings. Such findings shall include: whether and to what extent discrimination in contracting came to light from the evidence collected; whether and to what extent such evidence was sufficient to answer the questions presented; whether relevant evidence was difficult to access, analyze or draw conclusions from; and whether such evidence is deemed sufficient to meet established legal standards upon which findings of discrimination can be made. GSPC will provide its

findings to the City in preliminary form for review as to clarity, level of detail, and general compliance with the requirements of the contract, after which such findings shall be incorporated into a final report and prepared for publication, distribution and presentation in the manner requested by the City.

(b) Recommendations Sought

GSPC will be required to make recommendations based upon the results of the study. In the case of any discrimination in contracting that may be found, GSPC's recommendations shall be consistent with applicable law and identify whether the firm believes that there exists significant evidence of discrimination that require a remedy fashioned for those segments or sectors of the minority contracting community, including the Identified Minorities, deemed to have suffered from such discrimination. Such recommendations shall include as many options and alternatives as possible. Any such recommendations shall not be binding upon the City, which retains the sole right and responsibility to determine whether there is significant evidence of discrimination to create a compelling government interest in fashioning a particular remedy or particular remedies.

(c) Monthly Progress Reports

GSPC shall report no less than on a monthly basis to the City with an update as to GSPC's activities, needs, and progress towards the final product.

(d) Notice of Changes in Methodology of Evidence-Gathering

GSPC shall promptly notify the City if it seeks to change our methodology for conducting any portion of the study.

(e) Prompt Identification of all Sources of Information

GSPC shall identify early on in the process all sources of information that are needed to be provided by the City so that City officials will have adequate time to collect such data, so as not to unduly delay the study.

(f) Prompt Disclosure of Delays, Causes, and Suggested Action

GSPC will be required to promptly disclose any delays in the progress or completion of the study, the reasons therefor, and the steps the proposer intends to take to minimize and overcome such delays.

(g) Preliminary Findings and Recommendations

GSPC shall submit a preliminary draft of its findings and conclusions for the City's review prior to the finalization of the study and its recommendations.

(h) Final Report and Recommendations

GSPC will submit a final report to the City with recommendations in a format approved by the City.

Tab 4: Project Timeline



4. Project Timeline

1. **FINALIZE WORK PLAN/FINAL METHODOLOGY** – (August 1-August 15, 2023)

Subtasks:

- Establish a final, mutually acceptable final methodology, work plan, reporting formats and schedules, project milestones, relationships.
- Create scope management plan & set up project management plan, including project processes & phases.
- Acquaint team members with specific subtasks they will perform and the scope.
- Hold first team meeting.
- Finalize subcontractor agreements.
- Plan for Data Assessment.
- Plan for Project Kickoff Meeting.

Milestone:

- Final Work Plan
 - Monthly Team Meetings
- **GSPC Personnel:** Project Executive, Project Manager, Principal Investigator, Sr. Economist, Legal Analyst, Anecdotal Analyst, Deputy Project Manager, Project Administrator, Data Analysts.
 - **City of Bridgeport Resources:** Availability of MBE and WBE program personnel to meet with GSPC.

2. **KICK OFF MEETING AND DATA ASSESSMENT** – (August 17-September 1, 2023)

Subtasks:

- Schedule and meet with appropriate procurement representatives from the City, regarding: i) data assessment; ii) purchasing practices, policies, and procedures; iii) MBE and WBE policies and programs.
- Determine the availability, amount and format of vendor, contractor, bidder, payment, contract, purchase order, and subcontractor data, particularly determine if all data is available electronically, or if, and in what amount, manual data entry will be required.
- Also, finalize the determination of outside lists, if any, from which to collect data.
- Evaluate the quality and usability of data.
- Determine most efficient manner to gathering information data that is not maintained by the City.
- Request any past reports or disparity studies including goal setting reports or utilization reports.
- Obtain the most recent list of MBEs and WBEs
- Obtain purchasing practices, policies, and procedures documents.
- Obtain the names and contact information of all persons who will provide data.
- Obtain information on current MBE and WBE policies and programs.
- Obtain any electronic data that is readily available.
- Draft preliminary outline of the disparity report.

Milestones:

- Kick-off Meeting

- Data Assessment Meeting – Week of August 21, 2023
- Detailed Data Assessment Report
- Monthly Team Meetings

- **GSPC Personnel:** Project Executive, Project Manager, Principal Investigator, Sr. Economist, Legal Analyst, Anecdotal Analyst, Deputy Project Manager, Project Administrator, Data Analysts.
- **City of Bridgeport Resources:** Availability of procurement, IT, finance, and MBE and WBE program personnel to meet with GSPC, as well as provide written policy information and accessible data and reports as requested. Review and approval of Data Assessment Report.

3. **PLAN FOR DATA COLLECTION** – (September 4-September 15, 2023)

Subtasks:

- Debriefing of On-Site Data Assessment.
- Organization & Cataloging of Preliminary Data Collected.
- Determine staffing necessary to collect remaining data.
- Finalize data collection plan.
- Create appointment schedule to collect data from appropriate parties.

Milestones:

- Detailed Data Collection Plan
- Monthly Progress Reports
- Data Requests Sent
- Monthly Team Meetings

- **GSPC Personnel:** Project Manager, Data Analysts.
- **City of Bridgeport Resources:** Review and approval of Data Collection Plan. Availability of personnel to provide electronic data and access to manual data.

4. **CONDUCT INFORMATIONAL MEETINGS & LAUNCH WEBSITE** – (August 17-October 26, 2023)

Subtasks:

- Create PowerPoint for presentation.
- Launch promotional campaign to get attendance.
- Combine data files for outreach.
- Conduct one informational meeting.
- Begin meeting with local organizations.

Milestones:

- Conduct Informational Meeting (Estimated - Week of October 23, 2023)
- Launch Website
- Monthly Progress Report
- Monthly Team Meetings

- **GSPC Personnel:** Project Manager, Deputy Project Manager, Local Subcontractor.
- **City of Bridgeport Resources:** Review of website before launch and link to the City of Bridgeport website. Put announcement of informational meeting on the City of Bridgeport website.

5. COLLECT QUANTITATIVE DATA – (September 18-December 22, 2023)

Subtasks:

- Collect award files, payment files, bid tabs, bidder files, vendor files, the directory of certified MBEs and WBEs, and any subcontractor data, purchase orders, and other pertinent files from the City per the Data Collection Plan.
- Collect any information on subcontractors from the City.
- Obtain any data keys or descriptions.
- Collect all data electronically if possible, then collect any physical materials
- Enter manual data.
- Collect all non-City data and lists in the relevant market, if available and useable.
- Create Prime Vendor Questionnaire to collection subcontractor data, if City data is not sufficient.
- Obtain letter from City management requesting participation of local firms.
- Mail out questionnaire to all prime awardees during the Study Period (except goods, that do not have subcontractors).
- Collect any additional data needed for Private Sector Analysis, including FW Dodge, CMD Group Data and Building Permit Data.

Milestones:

- Inventory List of Data Files Collected
 - Monthly Progress Reports
 - Monthly Team Meetings
- **GSPC Personnel:** Project Executive, Project Manager, Principal Investigator, Sr. Economist, Deputy Project Manager, Project Administrator, Data Analysts
 - **City of Bridgeport Resources:** Review inventory list of data files collected.

6. CONDUCT CASE LAW REVIEW – (September 5-December 12, 2023)

Subtasks:

- Report various decisions from Federal Courts, including U. S. Supreme Court, U. S. Courts of Appeals for the Second Circuit and lower court decisions related to minority and woman owned businesses. Analyze City of Richmond v. J.A. Croson, 488 U.S. 469 (1989), Adarand Constructors, Inc. v. Peña, 515 U.S. 200 (1995), Associated Gen. Contrs. of Connecticut, Inc. v. City of New Haven, 41 F.3d 62 (2nd Cir. 1994), Harrison & Burrowes Bridge Constructors v. Cuomo, 981 F.2d 50 (2nd Cir. 1992), Harrison & Burrowes Bridge Constructors v. Cuomo, 743 F. Supp. 977, 992-93 (N.D.N.Y. 1990), Jana-Rock Construction, Inc. v. New York State Dept. of Economic Development, 438 F.3d 195 (2nd Cir. 2006).
- Examine all judicial decisions and statutes at the City and State of Connecticut level that are related to MBE and WBE business enterprise participation programs.
- Determine if there are any pending legal cases that may affect MBEs and WBEs.
- Explain methodology's consistency with case law history.

Milestones:

- Draft Legal Chapter
 - Monthly Progress Report
 - Monthly Team Meetings
- **GSPC Personnel:** Project Executive, Project Manager, Principal Investigator, Legal Analyst, Project Administrator.
 - **City of Bridgeport Resources:** Approve Legal Chapter.

7. **CONDUCT ONLINE SURVEY OF BUSINESS OWNERS** – December 1, 2023-January 26, 2024)

Subtasks:

- Draft online survey instrument.
- Compile email list of broad number of firms from all marketplace data.
- Launch Survey.

Milestone:

- Tables from online survey cross-tabulated by race/ethnicity/gender
 - Monthly Team Meetings
- **GSPC Personnel:** Principal Investigator, Sr. Economist, Anecdotal Analyst, Deputy Project Manager, Project Administrator, Data Analysts.
 - **City of Bridgeport Resources:** Review and approval of cross-tabulated tables.

8. **POLICY REVIEW** – (September 11-December 8, 2023)

Subtasks:

- Identify and analyze relevant local, state and federal statutes, regulations, policies, procedures, practices, and programs governing procurement during the Study Period.
- Conduct in-depth interviews with the City staff with procurement responsibility regarding the methods of contracting and types of contracts issued.
- Review present and past procurement practices, policies, & procedures and determine whether such has or had a discriminatory effect or whether such assisted in providing a level playing field to MBEs and WBEs.
- Analyze City's apprenticeship program and any impacts this program may have in addressing any disparities found through this study.

Milestone:

- Draft Purchasing, Practices and Procedures Chapter
 - Monthly Team Meetings
- **GSPC Personnel:** Project Executive, Project Manager, Principal Investigator, Project Administrator.
 - **City of Bridgeport Resources:** Procurement personnel available for policy interviews. Approve Purchasing, Practices and Procedures Chapter.

9. **PREPARE DATABASES** – (November 6, 2023-January 26, 2024)

Subtasks:

- Cross reference databases to match work categories.
- Cross reference databases for race/ethnicity/gender assignments.
- Inform client of any data deficiencies.
- Provide client with databases to review prior to analysis.
- Make any adjustment to databases and prepare for analysis.
- Collect Supplemental data.

Milestones:

- Present preliminary databases to the City
- Monthly Progress Report, including report on the status of all data
- Monthly Team Meetings
 - **GSPC Personnel:** Project Executive, Project Manager, Principal Investigator, Sr. Economist, Deputy Project Manager, Project Administrator, Data Analysts.
 - **City of Bridgeport Resources:** Review inventory list of data files collected.

10. **CONDUCT RELEVANT MARKET ANALYSIS** – (January 29-February 9, 2024)

Subtasks:

- Establish the relevant geographic and product market area for each contract classification using contract dollars' construction and construction related professional services.

Milestones:

- Relevant Market Determination with Tables
- Monthly Progress Report
- Monthly Team Meetings
 - **GSPC Personnel:** Project Manager, Chief Statistician, Data Analysts, Senior Economist, Principal Investigator, Temporary Data Entry Personnel.
 - **City of Bridgeport Resources:** No additional efforts required.

11. **CONDUCT UTILIZATION ANALYSIS** –February 12-March 15, 2024)

Subtasks:

- Conduct analysis for the Relevant Market.
- Determine utilization of firms by work category and grouped into major contract classifications construction and construction related professional services.
- Under each major contract classification, determine utilization of firms by number of firms, number of contracts, and dollar values for each race/ethnicity/gender, disaggregated by year.
- For each contract classification, determine the number of MBEs and WBEs that were awarded contracts as compared to non-MBEs and WBEs.
- For each contract classification, determine the number of contracts awarded to each MBE and

WBE and the total dollar amounts awarded to each MBEs and WBEs, disaggregated by year.

Milestones:

- Determine Utilization with Tables on all awards
- Monthly Progress Report
- Monthly Team Meetings
 - **GSPC Personnel:** Project Manager, Data Analysts, Senior Economist, Principal Investigator, Data Entry Personnel.
 - **City of Bridgeport Resources:** Approve Utilization tables.

12. CONDUCT AVAILABILITY ANALYSIS – (March 18-April 19, 2024)

Subtasks:

- Conduct analysis for the Relevant Market.
- Establish the number of available firms in each Race/ethnicity/gender in the relevant markets with respect to work category commodity codes.
- Disaggregate by the MBE and WBE status.
- Match list to Master MBE and WBE list (from certified lists in the City of Bridgeport, surrounding jurisdictions and State of Connecticut.
- Determine the percentage that are MBEs and WBEs.

Milestone:

- Availability Rate Tables
- Monthly Team Meetings
 - **GSPC Personnel:** Project Manager, Data Analysts, Senior Economist, Principal Investigator, Data Entry Personnel.
 - **City of Bridgeport Resources:** Approve Availability tables.

13. CONDUCT DISPARITY ANALYSIS – (April 22-May 3, 2024)

Subtasks:

- Conduct analysis for the Relevant Market.
- Compare utilization (percentage of dollars) and availability data (percentage of firms) to determine the levels of disparity (if any).
- Calculate the disparity indices for each work category by: each Race/ethnicity/gender.

Milestone:

- Determine Disparity Indices with Tables
- Monthly Team Meetings
 - **GSPC Personnel:** Project Manager, Data Analysts, Senior Economist, Principal Investigator, Data Entry Personnel.
 - **City of Bridgeport Resources:** No additional resources required.

14. CONDUCT STATISTICAL SIGNIFICANCE TESTS – (April 22-May 17, 2024)

Subtask:

- Conduct standard deviation tests on disparities.

Milestones:

- Draft of Statistical Chapter
- Monthly Progress Report
- Monthly Team Meetings
- **GSPC Personnel:** Project Manager, Chief Statistician, Data Analysts, Senior Economist, Principal Investigator, Temporary Data Entry Personnel, Local Subcontractor.
- **City of Bridgeport Resources:** Approve Statistical Chapter.

15. CONDUCT AND ANALYZE ANECDOTAL INTERVIEWS- (October 2-December 15, 2023)

Key Activities:

- Collect samples for anecdotal interviews.
- Conduct 30 anecdotal Interviews of random sample of vendors and document any accounts of marketplace discrimination with an equal number from each study groups.
- Document all evidence or lack of evidence found.
- Organize interviews and condense into groups with quotations.
- Quantify pervasive anecdotal responses in a table.

Deliverables:

- Provide redacted first page of interviews (anonymous)
- Monthly Progress Report
- **GSPC Personnel:** Project Executive, Project Manager, Anecdotal Analyst, Deputy Project Manager, Project Administrator, Data Analysts.
- **City of Bridgeport Resource:** Request that the City of Bridgeport provide a letter to accompany anecdotal requests and put announcements on the City of Bridgeport website.

16. COLLECT AND ANALYZE ANECDOTAL EVIDENCE- (December 26, 2023-April 12, 2024)

Key Activities:

- Collect email addresses for email blasts.
- Interview other members of business and civic communities around the City of Bridgeport that are recommended or desire to be interviewed (separately from random sample).
- Document all evidence or lack of evidence found.
- Use vendor lists to pull random sample for focus groups.
- Call firms to request participation in focus groups, also post on the website
- Conduct public hearings and focus groups.
- Organize evidence and condense into groups with quotations.
- Report statements from public hearings.

- Report findings from focus groups.

Deliverables:

- Draft Anecdotal Chapter
- Monthly Progress Report
- **GSPC Personnel:** Project Executive, Project Manager, Anecdotal Analyst, Deputy Project Manager, Project Administrator, Data Analysts.
- **City of Bridgeport Resources:** Request that the City of Bridgeport provide a letter to accompany anecdotal requests and put announcements on the City of Bridgeport website. Approve anecdotal chapter.

17. PRIVATE SECTOR ANALYSIS – (January 29-May 3, 2024)

Subtasks:

- Complete PUMS analysis: binary logistic regression on self-employment and multivariate linear regression of effects on earnings (expansion).
- Conduct an econometric analysis to determine the relationships between race/ethnicity/gender factors in explaining the levels of disparity among firms by MBE and WBE category and the impact of race/ethnicity/gender on firm capacity utilizing information obtained during the GSPC Survey of Business Owners (education of the owners, age of firm or length of time principal has conducted business, gross revenues, bonding, financial standing, race/ethnicity/gender).
- Determine through anecdotal and other reported or documented accounts of any past or present discriminatory practices and patterns of trade associations, unions, suppliers, lending institutions, sureties, and insurance companies, and contractors.
- Create utilization and disparity tables from building permits, FW Dodge and CMD Group data. Investigate nexus between private sector and the City.
- Credit tables on mortgage loans denials from HMDA data.
- Conduct regression in local survey data on loan denials by race/ethnicity/gender.
- Conduct logit analysis on barriers to credit in the Panel Study on Entrepreneurial Dynamics. See if the results are confirmed in the GSPC Survey of Business Owners.

Milestones:

- Draft Private Sector Chapter
- Monthly Progress Report
- Monthly Team Meetings
- **GSPC Personnel:** Project Executive, Project Manager, Sr. Economist, Project Administrator.
- **City of Bridgeport Resources:** Approve Private Sector Analysis.

18. COMPLETE FINDINGS AND RECOMMENDATIONS- (May 20-June 7, 2024)

Subtasks:

- Identify Overall findings of the Study, including impact of past race-neutral and race conscious initiatives of the City.
- Complete Recommendations for modifications or revisions to existing policies, programs, laws, rules, regulations, procedures, processes, or practices based upon the findings of the study.
- Determine whether the City should create any new programs or program elements to assist in

creating or maintaining a level playing field for all firms to participate equally in the procurement process.

- Recommend race/gender neutral programs, and if indicated, race conscious programs.
- Perform Policy Review by reporting on successful MBE and WBE and race/gender neutral programs from other jurisdictions that may be recommended to the City. Further explain why such programs are successful. Specifically review set asides, contract goals, mentor-protégé programs, and price preference.
- Recommend any changes or processes that the City should institute to carry out any recommendations made by GSPC (increased staffing & resources) and that would be compatible for the City's data system.
- Provide a best practices review of existing policies and recommendations.

Milestones:

- Draft of Findings and Recommendations
 - Monthly Progress Report
 - Monthly Team Meetings
- ***GSPC Personnel:*** Project Executive, Project Manager, Principal Investigator, Sr. Economist, Legal Analyst, Anecdotal Analyst, Deputy Project Manager, Project Administrator.
 - ***City of Bridgeport Resources:*** Approve findings and recommendations.

19. DRAFT REPORT – (June 10-June 21, 2024)

Subtasks:

- Initial Draft
- Complete Draft of Full Study

Milestones:

- Rough Draft of Full Study
 - Monthly Progress Report
 - Monthly Team Meetings
- ***GSPC Personnel:*** Project Executive, Project Manager, Principal Investigator, Sr. Economist, Legal Analyst, Anecdotal Analyst, Deputy Project Manager, Project Administrator, Data Analysts.
 - ***City of Bridgeport Resources:*** Provide comments to draft report.

**20. CITY STAFF REVIEW (2 weeks) AND REVISE TO FINAL REPORT-
(July 8-July 19 2024)**

Subtasks:

- Meet with the City representatives to answer questions regarding the findings and analyses of the disparity study.
- Make any additional revisions as requested.

Milestones:

- Final Report
- Executive Summary

- Monthly Team Meetings
 - **GSPC Personnel:** Project Executive, Project Manager, Principal Investigator, Sr. Economist, Legal Analyst, Project Administrator, Graphic Designer.
 - **City of Bridgeport Resources:** Availability of personnel to meet to review findings and analyses and to make any additional revisions.

21. PRESENTATIONS- (July 5-July 31, 2024)

Subtasks:

- Orally present the study to the City or as otherwise directed, outlining the findings.

Milestones:

- Second Presentation
- PowerPoint Presentations of Final Report to appropriate entities
 - **GSPC Personnel:** Project Executive, Project Manager, Principal Investigator, Sr. Economist, Legal Analyst, Project Administrator, Graphic Designer
 - **City of Bridgeport Resources:** As determined by the City of Bridgeport for presentations.

Appendix



NO CONFLICTS / DISCLOSURE FORM

EVERY BUSINESS OR INDIVIDUAL THAT IS ISSUED A NOTICE OF INTENT TO AWARD PURSUANT TO THE CITY'S PURCHASING ORDINANCE (Section 3.08.070, AS AMENDED), MUST FULLY AND ACCURATELY COMPLETE THIS DISCLOSURE FORM. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.

Name of Individual or Business: Griffin & Strong, P.C.

Person signing this form: Rodney K. Strong

Title: Chairman and CEO

Phone Number: (404) 584 -9777

The undersigned hereby represents and warrants that the following statements are true, correct and complete, to the best of his/her knowledge and belief, and that the City of Bridgeport is entitled to rely thereon:

1. Business is (*check one*)

- a corporation
- a limited liability company
- a limited liability partnership
- a general partnership
- a sole proprietorship
- other _____

2. Business Address: 235 Peachtree Street, N.E., Suite 400
Atlanta, Georgia 30303

3. State of incorporation or organization: Connecticut (also registered as foreign corp)
 Other Georgia

4. What other trade names does the Business use, if any?

5. Fed. ID or SS # 58-2086394
DUNS # 839688884
CT Contractors # _____

CT State ID # _____
SAM # _____
Other pertinent license #s (if any)

6. (a) Identify all officers, directors, managing or general partners, or managing members.

<u>Name</u>	<u>Address</u>	<u>Title</u>
<u>Rodney K. Strong</u>	<u>235 Peachtree Street, N.E., Suite 400, Atlanta, GA 30303</u>	<u>Chairman and CEO</u>
<u>Delmarie A. Griffin</u>	<u>Same</u>	<u>President/Secretary-Treasurer</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

(b) Identify owners of 5% or more interest in the Business:

<u>Rodney K. Strong</u>	<u> </u>	<u> </u>
<u>Delmarie A. Griffin</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

7. Identify any parent, affiliate or subsidiary organization of the Business.

(a) Company's name Griffin Strong Interests, Inc., a

- | | |
|--|--|
| <input checked="" type="checkbox"/> a corporation | <input type="checkbox"/> a general partnership |
| <input type="checkbox"/> a limited liability company | <input type="checkbox"/> a sole proprietorship |
| <input type="checkbox"/> a limited liability partnership | <input type="checkbox"/> other _____ |

State of Incorporation or organization: Georgia

Relationship to your company: Affiliate (common ownership)

(b) Company's name _____, a

- | | |
|--|--|
| <input type="checkbox"/> a corporation | <input type="checkbox"/> a general partnership |
| <input type="checkbox"/> a limited liability company | <input type="checkbox"/> a sole proprietorship |
| <input type="checkbox"/> a limited liability partnership | <input type="checkbox"/> other _____ |

State of Incorporation or organization: _____

Relationship to your company: _____

8. Has the Business, any parent, affiliate or subsidiary company, or any of their respective officers, directors, owners, general partners, managing members, within the past three (3) years been convicted of, entered a plea of guilty, entered a plea of *nolo contendere*, concluded or served a sentence imposed for, or otherwise admitted to:

	<u>Yes</u>	<u>No</u>
a) the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) the violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or private contract or subcontract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) fraudulent, criminal or other seriously improper conduct while participating in a joint venture or similar arrangement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) willfully failing to perform in accordance with the terms of one or more public contracts, agreements or transactions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) having a history of failure to perform or a history of unsatisfactory performance of one or more public contracts, agreements or transactions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) willfully violating a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

IF YOU ANSWER YES TO ANY PART OF PARAGRAPH 7, EXPLAIN ON AN ATTACHED SHEET.

9. Initial as appropriate below:

None of the persons listed herein is related by blood or marriage to any City of Bridgeport government official or employee. RKS (Initial)

OR

One or more of the persons listed herein is related by blood or marriage to a City of Bridgeport government official or employee. (Explain in detail below or attach additional sheet if necessary). _____ (Initial)

10. Does the Business, any parent, affiliate or subsidiary company, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents have any business or familial relationship, through ownership, directorship, contractual arrangement, control, or other arrangement with any of the subcontractors to be used on the work involved in the bid for which this form is being submitted? No

IF YOU ANSWER YES TO ANY PART OF PARAGRAPH 9, EXPLAIN ON AN ATTACHED SHEET.

11. Read and initial at the end of the following paragraph:

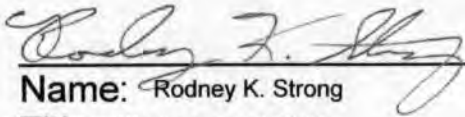
BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS, ITS PARENT, AFFILIATES OR SUBSIDIARIES AND THE CITY OF BRIDGEPORT. RKS (Initial)

12. Read and initial at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE PROMPTLY UPDATED UPON ANY CHANGE. RKS (Initial)

WARNING: Falsifying information on this form, or failing to promptly notify the City of changes to the information contained in it during the course of the Business' performance of the work will constitute a default under any contract or purchase order awarded to the Business, and will permit the City to terminate its contract with the Business and pursue its legal rights and remedies as to such Business or persons associated therewith.

Dated: April 18, 2023



Name: Rodney K. Strong
Title: Chairman and CEO
duly-authorized



Department of Purchasing & Contract Compliance

Mario Avery, MBA, MCA
Contract Compliance Administrator

Suite 1168
130 Peachtree Street, S.W.
Atlanta, GA 30303
www.fultoncountyga.gov

Main: (404) 612-6300

July 20, 2021

Mr. Rodney Strong
GRIFFIN & STRONG, P.C.
235 Peachtree Street, NE
Suite 400
Atlanta, GA 30303

Dear Mr. Strong:

The Fulton County Office of Contract Compliance has reviewed your application for Minority/Female Business Enterprise ("MFBE") recertification. Based on our evaluation of the information submitted, your firm has met the requirements for certification renewal.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as a MFBE three months prior to the certification expiration date. Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in management, ownership or control of your firm, you are required to update your firm's profile. If your firm relocates during the certification period please update your profile as well. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise (MFBE) Directory.

If you have any questions or require further assistance, please feel free to contact our office at (404) 612-6300. We wish you continued success in your business endeavors.

Sincerely,

Mario Avery
Contract Compliance Administrator



North Carolina
Department of Administration
Office for Historically Underutilized Businesses

Pamela B. Cashwell
Secretary

Tammie Hall
Director

November 2, 2022

Susan Johnson
Griffin & Strong, P.C. (Minority Owned)
235 Peachtree Street, N.E.
Suite 400
Atlanta, GA 30303

Dear Susan Johnson:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This certification will remain in effect for four (4) years from the date of this letter.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. In addition, please be advised your status may be changed if there is a 3rd party challenge granted against your firm. The link to the HUB Office 3rd party challenge form can be located at <https://files.nc.gov/ncdoa/documents/ThirdpartyEligibilityChallengerev080811.pdf>. All information submitted to the Office for Historically Underutilized Business is subject to audit and review.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE) Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at <http://www.doa.nc.gov/hub/programs.aspx?pid=swuc> to locate the local office near you. Another great resource is the Small Business and Technology Development Center at www.sbtcd.org for free personalized business assistance and counseling.

It is important to note that although your status as a certified HUB firm greatly improves your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program. We are committed to assisting you through the process with the completion of the Preliminary Business Development and Supportive Services Assessment Survey, located on the HUB Office website under the Certification Tab. The information will provide an overview of your company which will assist us in appropriately aligning contract opportunities that you are ready, willing and able to pursue.

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,
Tammie Hall

Tammie Hall
Director

Go-DBE: Recertification Approval

Tennessee Office of Diversity Business Enterprise <tn@diversitysoftware.com>

Tue 2/21/2023 11:27 AM

To: Susan Johnson <susan@gspclaw.com>

Rodney Strong
GRIFFIN & STRONG, P.C.
235 PEACHTREE STREET,N.E.
SUITE 400
ATLANTA, GA 30303

Dear Business Owner:

Congratulations! The Governor's Office of Diversity Business Enterprise is pleased to inform you that **GRIFFIN & STRONG, P.C.** has been re-certified to be a **Minority Business Enterprise (MBE) as defined in T.C.A. 2-3-1102 et. seq.**

Your certification is valid for a period of three (3) years expiring on **January 30, 2026**. This letter will serve as proof of your continued certification with the Governor's Office of Diversity Business Enterprise. Your certificate will remain active and in good standing as long as you update by renewal at each interval within the appropriate timeframe. Your firm will be included in the Certified Directory which is published on our website.

Certification Renewal:

To renew your certification with the Governor's Office of Diversity Business Enterprise, business owners must complete a re-certification application located on the TN Diversity Software at <https://tn.diversitysoftware.com> not more than sixty (60) days prior to the expiration date of their original certification date.

A copy of your most recent federal tax return is required for all certification renewals. Failure to renew your certification within sixty (60) days of expiration will require your company to repeat the certification process in its entirety.

Changes in the business status:

Certified diversity businesses must notify the Governor's Office of Diversity Business Enterprise in writing within five (5) calendar days of any changes that affect the diversity status of the business including but not limited to ownership, management, officers, contact information, and any other change(s). Information must be provided in writing to our office within the time frame specified. Failure to notify this office of such changes may affect the status of your certification.

Page 2

ATTN: Rodney Strong

Date: February 21, 2023

Also, your contact information must be accurate and up to date at all times. Failure to maintain accurate and updated contact information including, but not limited to, address, telephone number, facsimile number, and e-mail address may be cause for your firm's diversity certification status to become Inactive in our Certified Directory.

Please note the following:

All business owners seeking certification renewal must submit a copy of their most recent federal tax return. Firms that met the requirement for certification based on reciprocity from an approved certification agency must submit a copy of their current certification at the time of renewal.

All out-of-state businesses must submit evidence of an existing certification from their home state at the time of their initial registration and at each renewal period. Businesses certified as a Small Business Enterprise (SBE) meeting with the guidelines for number of employees, must submit copies of the prior three (3) Employer Quarterly Statements SF Form 941 and a copy of their most recent tax returns, including all schedules at the time of renewal.

If you have any questions regarding your certification, please contact Richard Van Norman, Diversity Business Liaison, at 615-253-4654.

Richard Van Norman
Diversity Team Lead [lbitNRichardVanNorman]

This message was sent to: "Susan Johnson"
Sent on: 2/21/2023 10:27:01 AM
System ReferenceID: 186835187



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

JOSEPH P. GANIM
Mayor

**Comm. #111-22 Ref'd to Miscellaneous Matters Committee
On 8/7/2023**

TO: Lydia N. Martinez
FROM: Mayor Joseph P. Ganim
DATE: August 2, 2023
RE: Boards & Commissions

Please place the following name on the August 7, 2023 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Fair Rent Commission:**

Elizabeth Gonzalez (D)
2955 Fairfield Avenue, unit 7
Bridgeport, CT 06605

This term shall expire on 12/31/2026.

JPG/AT



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

JOSEPH P. GANIM
Mayor

**Comm. #112-22 Ref'd to Miscellaneous Matters Committee
On 8/7/2023**

TO: Lydia N. Martinez
FROM: Mayor Joseph P. Ganim
DATE: August 2, 2023
RE: Boards & Commissions

Please place the following name on the August 7, 2023 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Planning and Zoning**:

Soledad Nunez (D)
780 Seaview Avenue, Apt 6
Bridgeport, CT 06607

This term shall expire on 12/31/2026.

JPG/AT

Item # *96-22 Consent Calendar

Amendment to the Municipal Code of Ordinances, amend Section 2.36.010 - Officers' and unaffiliated employee salaries for the purposes of adding a New Part-Time salary for the position of OPM Director under the subsection, Executive Appointed Officials at Grade 8.



**Report
of
Committee
on
Budget and Appropriations**

City Council Meeting Date: August 7, 2023

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
23 AUG 23 PM 2:30
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *96-22 Consent Calendar

Be It Ordained by the City Council of the City of Bridgeport that BPT Code of Ordinances, Sec. 2.36.010 – Officers’ and unaffiliated employee salaries, subsection A. at Grade 8 *Executive Appointed Officials* be amended as follows:

Executive Appointed Officials			
8	Finance Director	\$138,740	\$152,610
8	OPM Director	\$138,740	\$152,610
8	OPED Director	\$138,740	\$152,610
8	Public Facilities Director	\$138,740	\$152,610
8	Health Director	\$138,740	\$152,610
8	Labor Relations Director	\$138,740	\$152,610
8	Director of Health and Social Service	\$138,740	\$152,610
8	I.T.S. Director	\$138,740	\$152,610
8	Parks and Recreation Director	\$138,740	\$152,610
8	City Attorney	\$138,740	\$152,610
8a	City Attorney (PT)	\$91,915	\$100,586
8a	<u>OPM Director (PT)</u>	<u>\$91,915</u>	<u>\$100,586</u>
8b	Assistant Chief of Police	\$138,740	\$152,610
8b	Deputy Director of Public Facilities	\$138,740	\$152,610



City of Bridgeport, Connecticut

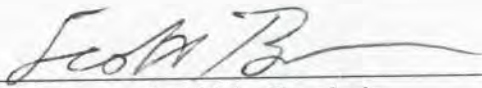
Office of the City Clerk

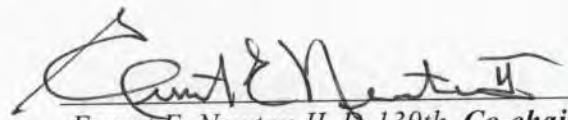
Report of Committee on Budget and Appropriations
Item No. *96-22 Consent Calendar

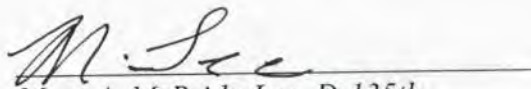
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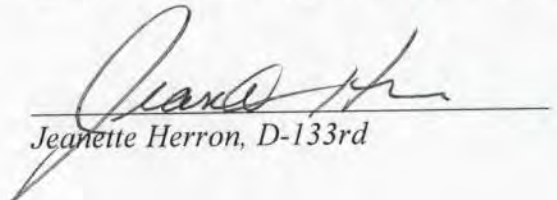
To be effective immediately upon publication.


RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS



Scott Burns, D-130th, Co-chair

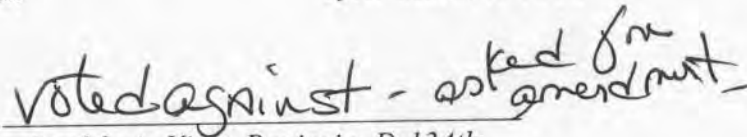

Ernest E. Newton II, D-139th, Co-chair


Mary A. McBride-Lee, D-135th


Jeanette Herron, D-133rd


Matthew McCarthy, D-130th


Tyler Mack, D-131st


AmyMarie Vizzo-Paniccia, D-134th
voted against - asked for amendment

City Council Date: August 7, 2023

Item# *77-22 Consent Calendar

Grant Submission: re Southwestern Connecticut Agency on Aging (SWCAA) Title III Funding Older Americans Act Grant Program Project LifeSaver Program (#24420).



Report
of
Committee
On

Public Safety and Transportation

City Council Meeting Date: August 7, 2023

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
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ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *77-22 Consent Calendar

**Resolution by the Bridgeport City Council
Regarding the
Southwestern Connecticut Agency on Aging (SWCAA)
Title III Funding Older Americans Act Grant Program
Project LifeSaver Program
(#24420)**

WHEREAS, the **Southwestern Connecticut Agency on Aging (SWCAA)** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Title III Funding Older Americans Act Grant Program**; and

WHEREAS, funds under this grant will be used to purchase 50 transmitters which will be distributed to families of individuals suffering from cognitive disabilities as a part of the BPD Project LifeSaver Program; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program** to provide this resource to BPD and the families of these vulnerable individuals.

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 **Southwestern Connecticut Agency on Aging (SWCAA)** for the purpose of its **Title III Funding Older Americans Act Grant Program**; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act 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.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *77-22 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Maria I. Valle, Co-Chair

Michelle A. Lyons, Co-Chair

Jorge Cruz

Aikeem G. Boyd

Alfredo Castillo

Samia S. Suliman

Amy Marie Vizzo-Paniccia

Item # *78-22 Consent Calendar

Grant Submission: re Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program.



**Report
of
Committee
On**

Public Safety and Transportation

City Council Meeting Date: August 7, 2023

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
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ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *78-22 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA)
Port Security Grant Program**

WHEREAS, the **Department of Homeland Security Federal Emergency Management Agency** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Department of Homeland Security Federal Emergency Management Agency Port Security Grant Program**; and

WHEREAS, funds under this grant will be used to support the support the security of the Port of Bridgeport; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to **FEMA** to build and sustain core capabilities across prevention, protection, mitigation, response, and recovery mission areas, with specific focus on addressing the security needs of the Port of Bridgeport; and

WHEREAS, funding from the **Department of Homeland Security Federal Emergency Management Agency Port Security Grant Program** will be used to fund the following projects

- Drone Detection System
- BPD Marine Rescue and Scuba Equipment Replacement
 - BFD Boat Crew Member Certification Training

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 **Department of Homeland Security Federal Emergency Management Agency** for the purpose of its **Port Security Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Central Grants Director**, to execute and file such application with **Department of Homeland Security Federal Emergency Management Agency** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut
Office of the City Clerk

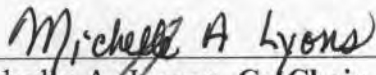
Report of Committee on Public Safety and Transportation
Item No. *78-22 Consent Calendar

-2-


RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION




Maria I. Valle, Co-Chair




Michelle A. Lyons, Co-Chair




Jorge Cruz



Aikeem G. Boyd



Alfredo Castillo



Samia S. Suliman



AmyMarie Vizzo-Paniccia



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *93-22 Consent Calendar

**A Resolution Authorizing the Acquisition of
Chronically Vacant and Blighted Properties
in accordance with
The Hollow Neighborhood Revitalization Zone Plan as Amended.**

WHEREAS, per *Connecticut General Statute Chapter 118*, (the “**Statute**”), and as codified in the *City of Bridgeport Municipal Code of Ordinances, Chapter 8.78* (the “**Ordinance**”), *The Hollow Neighborhood Revitalization Zone* (the “**HNRZ**”) *Plan* (the “**Plan**”) first became effective May 16, 2005 and has been subsequently updated and amended, with the most recent amendment having been approved by the City Council (via Agenda Item #42-21, the “**Amended Plan**” – the excerpt of which is attached as “**Attachment A**”) on April 4, 2022; and

WHEREAS, prior to the City Council’s approval of the Amended Plan, pursuant to Section 7-601(c) of the Statute, the City’s Office of Planning and Economic Development (“**OPED**”) submitted the Amended Plan to the Secretary of Connecticut’s Office of Policy and Management for its review and then subsequently received constructive comment from the State of Connecticut’s Department of Energy and Environmental Protection and from its Department of Transportation and from its Office of Policy and Management via correspondence dated October 19, 2021; and

WHEREAS, prior to the City Council’s approval of the Amended Plan, pursuant to Section 7-601(c) and (d) of the Statute, the Hollow NRZ Planning Committee conducted a duly noticed public hearing on the Amended Plan at its meeting of October 25, 2021; and

WHEREAS, the Hollow NRZ has voted to adopt the Amended Plan; and

WHEREAS, Section 7-600 of the Statute establishes Neighborhood Revitalization Zones (“**NRZ**” or “**NRZ’s**”) in order “to revitalize neighborhoods where there is a significant number of deteriorated property and property that has been foreclosed, is abandoned, blighted, or substandard or poses a hazard to public safety”; and



City of Bridgeport, Connecticut

Office of the City Clerk

Committee on ECD and Environment
Item No. *93-22 Consent Calendar

-2-

WHEREAS, Section 7-603 of the Statute provides the legislative finding that the acquisition of property because of substandard, insanitary or blighted conditions, and the removal of blighted structures and the improvements of such sites, and the subsequent disposition of such property for revitalization are public uses and purposes for which public money may be expended and the power of eminent domain may be exercised; and

WHEREAS, the Hollow NRZ Plan has consistently stressed the need to address chronically vacant and blighted properties; and

WHEREAS, the Hollow NRZ's Amended Plan (see pages 31 and 37) as approved by the City Council on April 4, 2022, reaffirms the goal of addressing chronically vacant and blighted properties and establishes as an objective (toward that goal) the pursuit of the acquisition of such properties when it is the case that the property owner does not "have the desire or the means to redevelop [the property]" in which case "eminent domain powers shall be strategically used"; and

WHEREAS, within the Hollow Neighborhood, located directly across Oak Street from Lafayette Park (aka Nanny Goat Park), and directly across Frank Street from St. Raphael's Elementary School, there exists an area of chronically vacant and blighted property which totals approximately 76,000 square feet (or 1.75 acres) in size, and which comprises almost the entirety of a city block, the vacant and blighted portion of which consists of nine contiguous parcels, which (together with ownership information) are as follows:

- 304 George Street (owned by Wood Oak Apartments LLC, since 2003)
- 303 Center Street (owned by Wood Oak Apartments LLC, since 2003)
- 307 Center Street (owned by 82 Oak Street LLC, since 2013)
- 335 Frank Street; (owned by 82 Oak Street LLC, since 2013)
- 329 Frank Street; (owned by 82 Oak Street LLC, since 2013)
- 60 Oak Street; (owned by 82 Oak Street LLC, since 2013)
- 74 Oak Street; (owned by 82 Oak Street LLC, since 2013)
- 82 Oak Street; (owned by 82 Oak Street LLC, since 2013)
- 92 Oak Street; (owned by 82 Oak Street LLC, since 2013);

(taken together, the "**Chronically Vacant and Blighted Properties**");



City of Bridgeport, Connecticut

Office of the City Clerk

Committee on ECD and Environment
Item No. *93-22 Consent Calendar

-3-

WHEREAS according to the Connecticut Secretary of State's records, the Chronically Vacant and Blighted Properties are under the ownership of two limited liability corporations with the same principal member, Mr. Albert Gad, and with the same principal business address at 12 East 49th Street, New York, NY, 10017 (the "**Owner**"); and

WHEREAS, the various buildings situated on the Chronically Vacant and Blighted Properties are themselves blighted, vacant and dilapidated, and have been for many years, with one (the Ostermoor Building at 304 George Street) having been vacant for close to two decades, such that it is quite reasonable to conclude that the Owner does not have the desire or the means to redevelop the Chronically Vacant and Blighted Properties; and

WHEREAS, Section 7-601(b) of the Statute provides that an NRZ Plan "may contain an inventory of abandoned, foreclosed and deteriorated property ... located within the revitalization zone...."; and

WHEREAS, the inventory within the Amended Plan specifically includes five contiguous parcels -- (60,74,82,92 Oak Street, and 304 George Street) -- of the nine contiguous Chronically Vacant and Blighted Properties cited herein, and identifies as a strategy to remove their blighting influence and to combat their vacancy that the City shall acquire such properties in order to reposition them for redevelopment, a strategy which, given the common ownership and consistent history of indifference and inaction demonstrated by the Owner with respect to the Chronically Vacant and Blighted Properties, may only be pursued successfully via the City's acquisition of both the parcels specifically noted within the Amended Plan as well as of those that are immediately adjacent and cited herein as the Chronically Vacant and Blighted Properties, with such contiguous and transformative acquisition clearly being the intent of the Amended Plan, consistent with the Statute; and

WHEREAS, at its regular meeting of September 21, 2022, the City of Bridgeport's Board of Condemnation voted to condemn and to order the demolition of the Ostermoor building located at 304 George Street and similarly voted to condemn and to order the demolition of the blighted building located at 307 Center Street (the "**Demolition Order**"); and



City of Bridgeport, Connecticut

Office of the City Clerk

Committee on ECD and Environment
Item No. *93-22 Consent Calendar

-4-

WHEREAS, consistent with the Demolition Order approved by the Board of Condemnation and consistent with the Amended Plan previously approved by the City Council, and consistent with Section 7-603 of the Statute, the City Council hereby finds that the acquisition of the Chronically Vacant and Blighted Properties and the removal of the Ostermoor building, and the removal of the building at 307 Center Street, and the removal of other blighted buildings on the Chronically Vacant and Blighted Properties and the subsequent disposition of the Chronically Vacant and Blighted Properties for revitalization are all actions in the City's best interest and all represent public uses and purposes for which public money may be expended and the power of eminent domain exercised; and

WHEREAS, the City Council has approved a Five-Year Capital Plan for Fiscal Years 2019-2023 that includes funding for duly authorized acquisitions of property as well as for the demolition of blighted structures; and

NOW THEREFORE BE IT RESOLVED that as per the objectives of the Amended Plan, the City's Office of Planning and Economic Development is hereby authorized to gain development control over, and/or to acquire, the Chronically Vacant and Blighted Properties by lease, ground lease, donation, friendly acquisition, property swap, tax lien sale or tax lien swap, foreclosure of demolition liens, foreclosure of anti-blight liens, foreclosure of WPCA liens, tax foreclosure, deed in lieu of foreclosure, eminent domain, or by means of any other normal and customary real estate transaction or administrative action; and

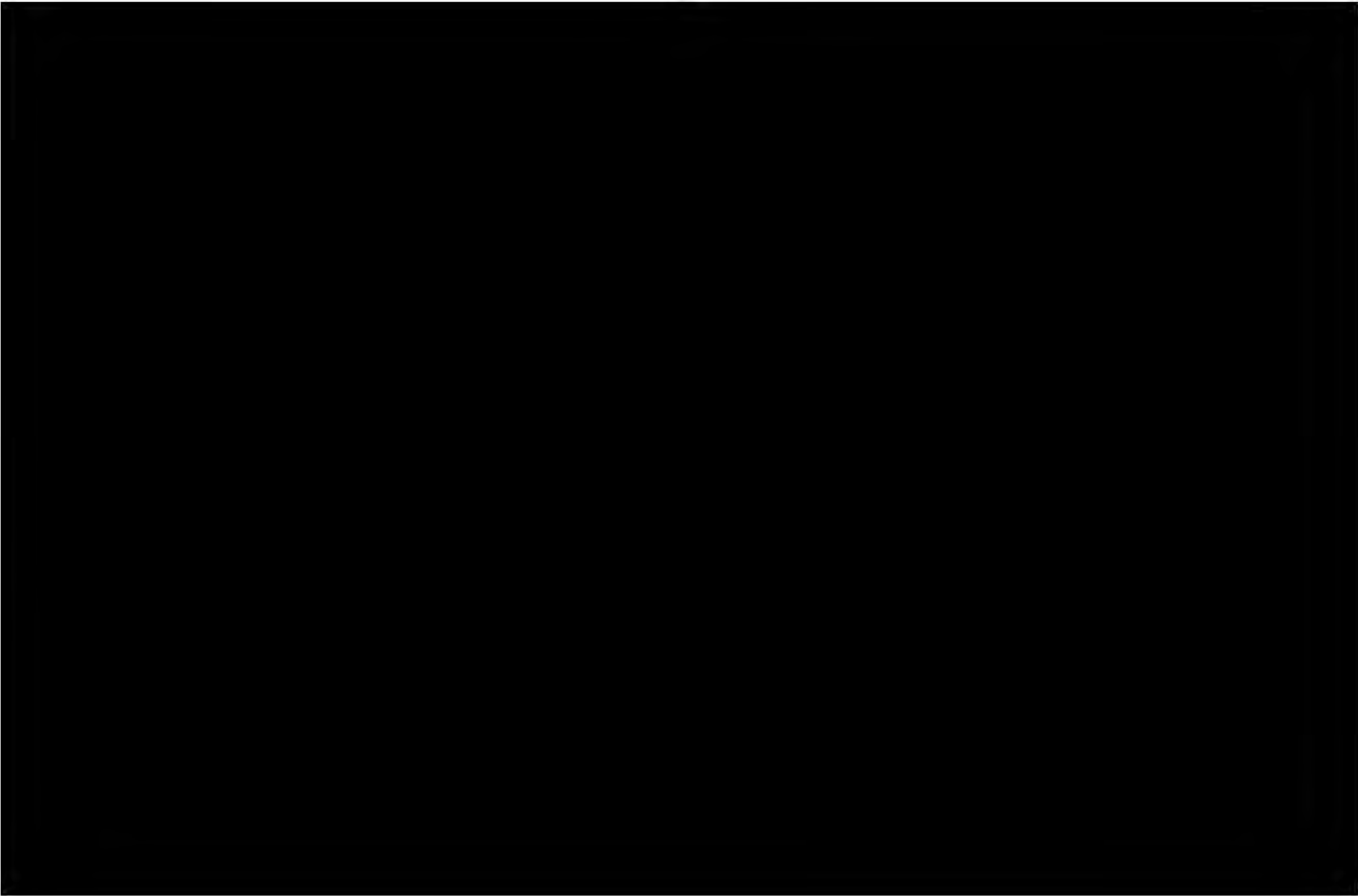
BE IT FURTHER RESOLVED that based upon the representations made herein, the Director of the City's Office of Planning and Economic Development is hereby authorized to execute all documents and to do any and all things necessary to negotiate and conclude the site control and/or acquisition activities herein authorized and to execute such other agreements, and to take such other necessary or desirable actions in furtherance of, and consistent with, this resolution in the best interests of the City, all as subject to the review and approval of the Office of the City Attorney.



City of Bridgeport, Connecticut
Office of the City Clerk

Committee on ECD and Environment
Item No. *93-22 Consent Calendar

-5-



City Council Date: August 7, 2023
Tabled by Full Council on August 7, 2023

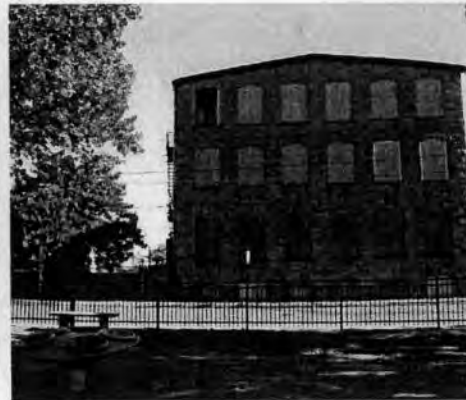
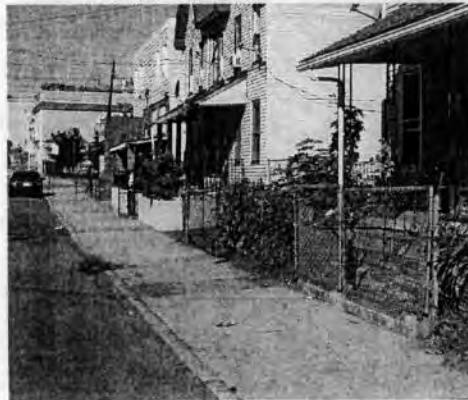
"ATTACHMENT A"

The Hollow NRZ Plan

Bridgeport, CT



*The
Hollow*



FINAL DRAFT - March 20, 2017

Proposed Amendments 2022

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1. Purpose and background of the Hollow NRZ Strategic Plan
 - A. Neighborhood Location and Boundaries
 - B. Hollow Strategic Planning Process

 2. Community Profile
 - A. Demographic and Economic Trends
 - B. Physical Development and Existing Conditions
 - C. Municipal Infrastructure
 - D. Neighborhood Physical Characteristics and Assets
 - E. Zoning

 3. Summary of Development Issues, Constraints, and Opportunities
 - A. Public Safety
 - B. Walkability, Sidewalks and Traffic
 - C. Sanitation
 - D. Blight and Vacancies
 - E. Parking
 - F. Lack of Community Identity
 - G. Lack of Community Centers and Outdoor Space
 - H. Lack of Community Partners

 4. Hollow NRZ Plan
 - A. Vision Statement
 - B. Plan Overview – Goals and Objectives
 - C. Neighborhood Projects: Phase 1 – High Priority Projects
 - D. Neighborhood Projects: Phase 2 – Medium-High Priority Projects
 - E. Neighborhood Projects: Phase 3 – Longer term Medium Priority Projects

 5. Performance and Review Standards
- Appendices
1. Community Survey
 2. Parking Reference Documents

5. Vacant and Underutilized Property

The consulting team conducted a survey of the neighborhood and identified 30 vacant and/or underutilized properties in the Hollow. Given the density of development, this is a large number and should be addressed as part of further planning work in the Hollow. Some can be used to alleviate part of the parking issue and others should be used to ensure vacant space is productively used.



There are a few significant underutilized buildings including the Ostermoor site across from Lafayette Park, also known as Nanny Goat Park.

All vacant and underutilized properties listed below should be performing at their highest and best use. Accomplishing this entails working with the property owners to communicate the NRZ vision; providing assistance in connecting the property owner with developers or entities which will purchase and/or develop the property in accordance with the NRZ Plan; or acquisition of properties by the City.

Details of The Hollow's Vacant and Underutilized Properties

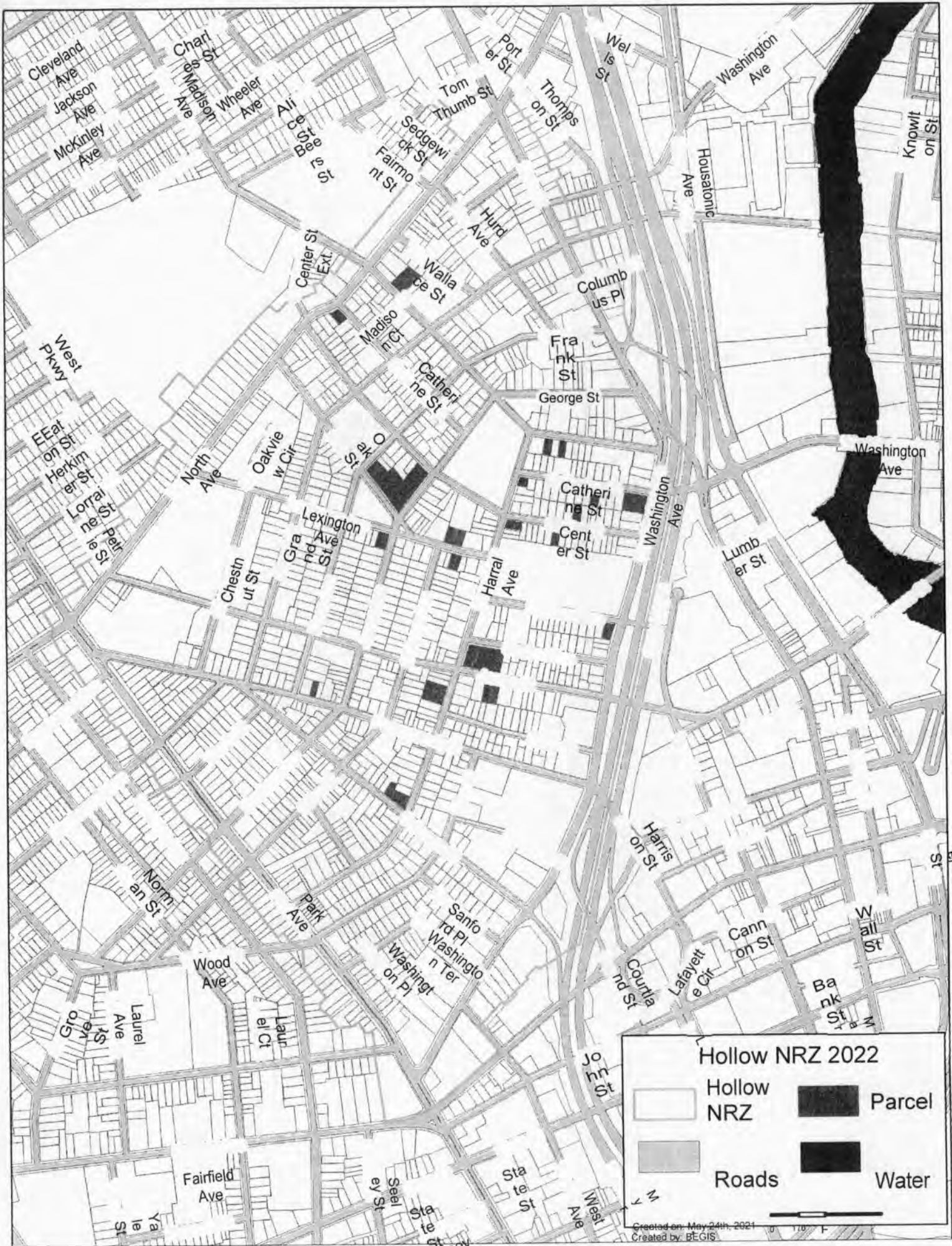
ADDRESS	UNIT	PARCEL ID	OWNER OF RECORD	OWNER'S ADDRESS	COMMENTS	SIZE (ACRES)	
1	394 Madison Avenue	#396	1003-2	Pembroke Laundry & Cleaners	396 Madison Ave, Bridgeport, CT 06604	Unoccupied commercial building	0.26
2	1249 North Avenue	#1255	1005-13A	Pedreira Albertina	1265 North Ave, Bridgeport, CT 06604	Vacant area. Used as parking.	0.14
3	82 Oak Street	#86	1025-1	82 Oak Street LLC	592 Fifth Avenue, New York, NY 10036	Vacant area with vacant garage and outbuildings.	0.11
4	4 Oak Street	N/A	1025-2	82 Oak Street LLC c/o CT Century Gardens LLC	12 East 49th Street, 39th Fl, New York, NY 10017	Unoccupied warehouse.	0.2
5	60 Oak Street	#64	1025-3	82 Oak Street LLC	592 Fifth Avenue, New York, NY 10036	Unoccupied outbuildings and land	0.4
6	304 George Street	N/A	1025-4	Wood Oak Apartments LLC c/o CT Century Garden LLC	12 East 49th Street, 39th Fl, New York, NY 10017	Unoccupied warehouse	0.67

(continued on next page)

Details of The Hollow's Vacant and Underutilized Properties (continued)

	ADDRESS	UNIT	PARCEL ID	OWNER OF RECORD	OWNER'S ADDRESS	COMMENTS	SIZE (ACRES)
7	92 Oak Street	#96	1025-11	82 Oak Street LLC	592 Fifth Avenue, New York, NY 10036	Vacant area	0.11
8	203 Jones Avenue	#209	1027-27	Esteves Maria Et Al	203 Jones Ave, Bridgeport, CT 06604	Lot area (near Lexington) is underutilized and used for Parking	0.15
9	354 Pequonnock Street	#356	1028-7	Alves Ricardo Et Al	215 Country Hill Drive, West Haven, CT 06516	Vacant area used as parking lot	0.08
10	200 Coleman Street	N/A	1034-7	Park City Housing & Development Corporation	Exempt Parcel N/A Bridgeport, CT	Vacant area	0.1
11	191 Harral Avenue	#197	1034-8	Housing Authority of the City of Bridgeport	150 Highland Ave, Bridgeport, CT 06604	Vacant area	0.16
12	323 Harral Avenue	N/A	1037-14	Housing Authority of the City of Bridgeport	150 Highland Ave, Bridgeport, CT 06604	Vacant area enclosed by fence	0.21
13	339 Harral Avenue	N/A	1037-15	Pro Tech Homes LLC	640 Shelton Rd, Trumbull, CT 06611	Vacant area enclosed by fence	0.15
14	211 Lexington Avenue	#213	1038-21	Costa Antonio	189 Lexington Ave, Bridgeport, CT 06604	Vacant area used as parking lot	0.08
15	217 Lexington Avenue	#219	1038-22	Costa Antonio	189 Lexington Ave, Bridgeport, CT 06604	Vacant area used as parking lot	0.06
16	230 Lexington Avenue	#236	1040-7	Paniccia Maria	29 Essex Lane, Trumbull, CT 06611	Vacant area used as contractor yard	0.11
17	222 Lexington Avenue	N/A	1040-8A	Paniccia Americo	36 Essex Lane, Trumbull, CT 06611	Garage and area used as contractor yard	0.16
18	115 Madison Avenue	N/A	1045-20	Criande Properties LLC	179 William St, Bridgeport, CT 06608	Vacant area used as contractor parking	0.09
19	135 Madison Avenue	#141	1045-21B	WCG12 LLC	97 Catherine St, 2 nd Fl, Bridgeport, CT 06604	Unoccupied 6-family building	0.11
20	207 Catherine Street	N/A	1046-1	Housing Authority of the City of Bridgeport	150 Highland Ave, Bridgeport, CT 06604	Vacant area enclosed by fence	0.08
21	775 Washington Avenue	N/A	1046-14	Oppedisano David	26 Frost Hill Road, Trumbull, CT 06611	Unoccupied warehouse building with vacant area	0.37
22	117 Catherine Street	#119	1046-18	Carrena Luis	24 Tuckahoe Road, Easton, CT 06612	Vacant area used as parking lot	0.13
23	84 Center Street	N/A	1046-7A	Cabezas Washington	1440 Madison Ave, Bridgeport, CT 06606	Vacant area	0.13
24	552 Harral Avenue	#560	1047-1	Almonte Luis	1217 Iranistan Ave, Bridgeport, CT 06604	Vacant area used as parking lot. Former community garden	0.13
25	103 Center Street	#105	1047-31	Housing Authority of the City of Bridgeport	150 Highland Ave, Bridgeport, CT 06604	Vacant area	0.11
26	621 Washington Avenue	N/A	1049-27	NYCT Management LLC	40 Southport Ridge, Southport, CT 06890	Unoccupied commercial building	0.13
27	136 James Street	N/A	1050-1	Fraser II LLC	17 Twin Circle Drive, Westport, CT 06880	Unoccupied industrial building	0.56
28	140 James Street	N/A	1050-1A	Fraser II LLC	17 Twin Circle Drive, Westport, CT 06880	Vacant area	0.21
29	129 James Street	N/A	1051-24	Mejia Juan	43 Sherman Street, Stamford, CT 06902	Vacant area used as parking lot	0.13
30	135 James Street	#139	1051-25	Mejia Juan	43 Sherman Street, Stamford, CT 06902	Vacant area used as parking lot	0.16

vacant and underutilized Property



0

6 Feet ±

3. **Summary of Development Issues, Constraints, and Opportunities**
(contains info from the community workshop and walking tour)

A. **Public Safety**

Public safety is a common concern for residents, and seems to be centered around a small number of locations and groups of people.

B. **Walkability, Sidewalks and Traffic**

Many sidewalks are in states of disrepair, and there is a lack of street trees and landscaping throughout the Hollow. Damage to curbs often comes from shortages in parking, causing drivers to park on sidewalks.

C. **Sanitation**

There is a lack of trash cans throughout the neighborhood and no service to pick up litter. Litter is a consistent problem, often concentrated around businesses and restaurants, and blowing into vacant lots.

D. **Blight and Vacancies**

There are many vacant lots and buildings that present opportunities for redevelopment.

E. **Parking**

There are parking shortages in many areas of the Hollow, especially in more commercial sections.

F. **Lack of Community Identity**

Residents feel that there is a lack of community identity in the Hollow. This includes both physical geographic identity and community identity among residents. The large population of renters contributes to this, as these residents do not feel as connected to the neighborhood as home owners.

G. **Lack of Community Centers and Outdoor Space**

There are few community centers and spaces for outdoor recreation. Lafayette/Nanny Goat Park is the only public park, and is often crowded or unsuitable for activities. There is a community center just outside the Hollow, but the interstate presents a barrier to accessing it.

H. **Lack of Community Partners**

The NRZ does not have many community partners that are also invested in improving the neighborhood.

4. **Hollow NRZ Plan**

A. **Vision Statement**

The Hollow NRZ seeks to make their community a safer and more attractive place to live and raise a family.

B. Plan Overview —Goals & Objectives

GOAL: Cleaner streets and neighborhood lots

Objectives:

- Organize student and community clean up efforts
- Publicize the efforts and activities to cultural and community groups
- Request help from municipal services to enforce ordinances on trash
- Request police to take notice of littering and uncontained trash

GOAL: Improve parking within the community

Objectives:

- Ask the City to confirm the conducted survey findings as part of the NRZ
- Use the parking study report to start discussion with residents and the city
- Petition the city to implement parking controls in The Hollow

GOAL: Improve streetscapes and gateways throughout The Hollow to build neighborhood identity

Objectives:

- Establish signs and landscaping to indicate the entrances to The Hollow
- Establish “green teams” to care for public landscaping along various streets
- Seek funding from city and local businesses for streetscape improvements
- Reach out to community, religious, and city-wide non-profits for support

GOAL: Build Partnerships throughout the Neighborhood

Objectives:

- Work more closely with police to increase safety and reduce crime
- Create partnerships with religious leaders and communities
- Create partnerships with non-profits and private businesses
- Create a communications plan to promote and educate the community

GOAL: Develop a program to address vacant and underutilized properties

Objectives:

- Ask city to Refer below for new Goal or a consultant to inventory and analyze existing vacant and ~~underutilized~~ new Goal properties for potential reuse
- Coordinate NRZ meeting with City of Bridgeport, OPED to discuss what potential assistance that owners or future developers could receive in their efforts to bring a productive use to the neighborhood
- Work with building owners around Nanny Goat Park to find developers.

GOAL: Advocate with city for funding assistance to improve The Hollow

Objectives:

- Seek housing rehabilitation assistance for existing housing stock
- Seek funding to assist in home ownership
- Seek funding assistance for facade improvements in commercial areas

Appendices

1. Community Survey
2. Parking Reference Documents

GOAL: Address chronically vacant or blighted properties

Objectives:

- Collaborate with City in outreach to property owners, discussing the need for property (re)development.
- Connect property owners with competent developers.
- Pursue acquisition of parcels where the property owner does not have the desire or means to (re)develop. Eminent domain powers of the City shall be strategically used.



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *94-22 Consent Calendar

**A Resolution Authorizing the Acquisition of
A Chronically Vacant and Blighted Property
at 330 Myrtle Avenue in accordance with the
South End Neighborhood Revitalization Zone Plan as Amended.**

WHEREAS, per *Connecticut General Statute Chapter 118*, (the “**Statute**”), and as codified in the *City of Bridgeport Municipal Code of Ordinances, Chapter 8.97* (the “**Ordinance**”), the *South End Neighborhood Revitalization Zone* (the “**SENZRZ**”) *Plan* (the “**Plan**”) was first duly adopted on June 7th of 2010 and has been subsequently updated and amended, with the most recent amendment having been approved by the City Council (via Agenda Item #43-21, the “**Amended Plan**” – see excerpt attached as **Attachment A**) on April 4, 2022; and

WHEREAS, prior to the City Council’s approval of the Amended Plan, pursuant to Section 7-601(c) of the Statute, via transmittal letter dated September 15, 2021, the City’s Office of Planning and Economic Development (“**OPED**”) submitted the Amended Plan to the Secretary of Connecticut’s Office of Policy and Management for its review and then subsequently received constructive comment from the State of Connecticut’s Department of Energy and Environmental Protection and from its Department of Transportation and from its Office of Policy and Management via correspondence dated October 20, 2021; and

WHEREAS, prior to the City Council’s approval of the Amended Plan, pursuant to Section 7-601(c) and (d) of the Statute, the South End NRZ Planning Committee conducted a duly noticed public hearing on the Amended Plan, and in accordance with its by-laws, voted to adopt the Amended Plan, at its meeting of November 11, 2021; and

WHEREAS, Section 7-600 of the Statute establishes Neighborhood Revitalization Zones (“**NRZ**” or “**NRZ’s**”) in order “to revitalize neighborhoods where there is a significant number of deteriorated property and property that has been foreclosed, is abandoned, blighted, or substandard or poses a hazard to public safety”; and

WHEREAS, Section 7-601(b) of the Statute provides that an NRZ Plan “may contain an inventory of abandoned, foreclosed and deteriorated property ... located within the revitalization zone....”; and



City of Bridgeport, Connecticut

Office of the City Clerk

Committee on ECD and Environment
Item No. *94-22 Consent Calendar

-2-

WHEREAS, Section 7-603 of the Statute provides the legislative finding that the acquisition of property because of substandard, insanitary or blighted conditions, and the removal of blighted structures and the improvements of such sites, and the subsequent disposition of such property for revitalization are public uses and purposes for which public money may be expended and the power of eminent domain exercised; and

WHEREAS, the South End NRZ Plan has consistently stressed the need to address chronically vacant and blighted properties; and

WHEREAS, the South End NRZ's Amended Plan, as approved by the City Council on April 4, 2022, includes an updated inventory of chronically vacant and blighted properties and identifies such properties for acquisition by the City in order to reposition them for redevelopment; and

WHEREAS, the approximately 2.34 acre property known as 330 Myrtle Avenue (the "**Property**"), which contains a building that is approximately 100,000 square-feet in size and 3.5 stories in height (the "**Building**"), has been identified in the Amended Plan as a chronically vacant and blighted property; and

WHEREAS, the Building on the Property has been vacant, blighted, and boarded-up for over sixteen years, during which time the Property has been owned by the same ownership entity, *CT Century Gardens LLC* (the "**Owner**"), which according to the Connecticut Secretary of State's records lists Mr. Albert Gad as its principal member and lists its principal business address as 12 East 49th Street, New York, NY, 10017; and

WHEREAS, at its regular meeting of October 19, 2022, the City of Bridgeport's Board of Condemnation voted to order the demolition of the Building on the Property (the "**Demolition Order**"); and

WHEREAS, consistent with the Demolition Order approved by the Board of Condemnation and consistent with the Amended Plan previously approved by the City Council, and consistent with Section 7-603 of the Statute, the City Council hereby finds that the acquisition of this blighted Property and the removal of the blighted Building and the subsequent disposition of the Property for revitalization are all actions in the City's best interest and all represent public uses and purposes for which public money may be expended and the power of eminent domain exercised; and



City of Bridgeport, Connecticut

Office of the City Clerk

Committee on ECD and Environment
Item No. *94-22 Consent Calendar

-3-

WHEREAS, the City Council has approved a Five-Year Capital Plan for Fiscal Years 2019-2023 that includes funding for duly authorized acquisitions of property as well as for the demolition of blighted structures; and

NOW THEREFORE BE IT RESOLVED that as per the objectives of the Amended Plan, the City's Office of Planning and Economic Development is hereby authorized to gain development control over, and/or to acquire, the Property by lease, ground lease, donation, friendly acquisition, property swap, tax lien sale or tax lien swap, foreclosure of demolition liens, foreclosure of anti-blight liens, foreclosure of WPCA liens, tax foreclosure, deed in lieu of foreclosure, eminent domain, or by means of any other normal and customary real estate transaction or administrative action; and

BE IT FURTHER RESOLVED that based upon the representations made herein, the Director of the City's Office of Planning and Economic Development is hereby authorized to execute all documents and to do any and all things necessary to negotiate and conclude the site control and/or acquisition activities herein authorized and to execute such other agreements, and to take such other necessary or desirable actions in furtherance of, and consistent with, this resolution in the best interests of the City, all as subject to the review and approval of the Office of the City Attorney.

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

City Council Date: August 7, 2023
Tabled by Full Council on August 7, 2023

ATTACHMENT A

**South End
Neighborhood Revitalization Zone
Strategic Plan**

2014

Amendments of 04.04.2022 (EXCERPTS)



Prepared for the South End Neighborhood Revitalization Zone Committee by the City of Bridgeport, Office of Planning and Economic Development, Division of City Planning.



Urban Village Character

- 1. **Work with Stakeholders to identify resources to prepare amendments to the City of Bridgeport zoning ordinance and map**
- 2. **Partner with City Council Representatives, City Staff, UB Staff, private property owners and other Stakeholders to explore the feasibility of creating a rental rehabilitation program**
- 3. **Work with Stakeholders to establish an affordable housing policy**
- 4. **Work with Developers to match construction-related training and employment opportunities with area residents**
- 5. **Build strong, lasting relationships with corporate and institutional members in the South End, and explore ways to work together on:**
 - **Community fair/outreach events**
 - **"Adopt-a-Block" program**
 - **Neighborhood/street cleanups**
 - **Social/entertainment events**
 - **Farmers/Gardeners Market events**
 - **Other**
- 6. **Work with City Council Representatives, City Staff, Greater Bridgeport Transit, Bridgeport Public Library and other Stakeholders to identify a feasible community gathering space**
- 7. **Work with Stakeholders to identify resources to initiate a gateways and wayfinding planning and design process**
- 8. **Work with Stakeholders to initiate an urban beautification program. Key projects might include murals, sculptures and other public artworks, landscaping and community cleanup efforts**
- 9. **Assist with Volunteer recruitment for urban beautification projects**
- 10. **Develop a South End property improvement award program**
- 11. **Work with City to address chronically vacant or blighted properties**

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Planning District Strategies

Considering existing land use characteristics, the South End NRZ can be organized into six neighborhood planning districts. These generalized areas are meant to help communicate the overall vision for the neighborhood, not to prescribe property-specific strategies or recommendations. The six districts are:

Neighborhood Residential

These areas are almost exclusively residential, and will remain so. The primary design objective in Neighborhood Residential districts is to preserve and enhance the existing housing stock and require infill development to be of high-quality design and construction that is compatible with surrounding structures. Non-residential land uses will be limited.

Neighborhood Center

Strategically located and comprised of a number of underutilized properties, these areas will transition into high-activity residential, commercial and civic mixed-use centers with a focus on pedestrian and bicycling facilities.

Urban Corridor

State St. is a high-volume transportation corridor that connects the Black Rock, West Side/West End and South End neighborhoods with Downtown. This area provides an opportunity for larger mixed-uses with a focus on multi-modal transportation facilities.

Institutional Campus

The University of Bridgeport continues to implement its Master Plan and improve its facilities, and a new Roosevelt Elementary School campus is under construction. These areas will not experience private redevelopment, but do need to be successfully incorporated into the neighborhood fabric.

Eco-Industrial

Bridgeport's industrial waterfront continues to evolve. These areas will adapt to become communities capable of supporting technological innovation and 21st century light manufacturing with a focus on sustainability and access.

Regional Recreation & Entertainment

These areas welcome large amounts of visitors from throughout the City and Region, and are sources of considerable pride. They will not be redeveloped, but will become more attractive gateways into the neighborhood.

still home to abandoned factory buildings and continues to have a negative impact on the surrounding properties.

Redeveloping 330 Myrtle with market-rate residential and ground floor retail mixed-use will build upon the success of Lofts on Lafayette, facilitate population growth, and positively influence neighboring property values. Built high enough, this building or buildings would enjoy terrific views and considering the surrounding land uses—mainly surface parking lots to the north and south and medium- to high-density residential to the east and west—it likely could be with minimal impact.

Said parking lots and other underperforming uses along Myrtle Ave., Austin St., Warren St. Gregory St. and Lafayette St. should similarly be redeveloped into high-activity mixed-uses with a focus on high-quality residential units above attractive ground-floor retail/commercial uses.

Key Recommendations

1. **Work with Stakeholders to identify resources to prepare amendments to the City of Bridgeport zoning ordinance and map which:**
 - Allow residential/commercial mixed-use development, as-of-right
 - Permit residential/artist studio/light manufacturing mixed-use development, via special permit
 - Encourage ground-floor design and uses which engage sidewalk, bike lane and street users

- Encourage and facilitate significant population and new business growth
- Minimize curb-cuts and driveways
- Prohibit off-street parking facilities within front and side setbacks
- Facilitate a range of buildings heights, with minimums and maximums
- Encourage outdoor dining in strategic locations
- Encourage and support urban agriculture in strategic locations
- Acquire chronically vacant or blighted properties for redevelopment

Urban Corridor

The Urban Corridor district is comprised of the properties fronting along State St., a major State-owned corridor running from the Town of Fairfield into Downtown Bridgeport. The corridor is anchored by the United Congregational Church and YMCA uses at the intersection of Park Ave., but most of the remaining uses are abandoned or in poor condition and vacant lots are prevalent. This area represents an opportunity to develop a high-activity mixed-use corridor more focused on commercial uses than others in the South End.

Development standards within the Urban Corridor should allow for medium-height (two- to six- story) mixed-use buildings, as-of-right with taller buildings allowed via special permit. Vehicular access should only be permitted from side streets. Off-street parking facilities should be permitted, but designed to not be visible from State St. Adequate buffering with screening and landscaping shall be required between these uses and adjacent residential uses.

The Street is very wide with two one-way directional traffic lanes and two parking lanes. Traffic volume and travel speeds are high and accidents are common. Although the sidewalks are wide, they are in poor condition. The streetscape is void of streetcaping, trees and has inadequate lighting. State St. is unsafe for bicyclists and pedestrians, especially at night.

Bump-outs and clearly marked crosswalks will shorten crossing distances and improve pedestrian safety. Street trees and landscaping will improve the urban environment and alter the scale of the street for both drivers and pedestrians, making it more attractive and safer. State St. is a candidate to be converted to two-way directional flow and the City of Bridgeport aims to study the feasibility of doing so. Six Greater Bridgeport Transit bus routes run along State St. Improving bus stops along these routes with well-designed weather-protective facilities would serve dual purposes of distinguishing the corridor and increasing the attractiveness of bus transit.

Key Recommendations

1. **Work with Stakeholders to identify resources to prepare amendments to the City of Bridgeport zoning ordinance and map which:**
 - Allow residential/commercial mixed-uses, as-of-right
 - Encourage and facilitate sensible population growth
 - Ensure pedestrian and bicycling safety and encourage healthy activity
 - Do not allow curb-cuts, driveways or off-street parking facilities along State St.
 - Allow off-street parking facilities, and re-

sidewalks, streets, bike-ped facilities and tree plantings. Tree plantings will have a particularly dramatic impact over time. The Iranistan Ave./Gregory St. and Broad St./University Ave. intersections are prime locations for welcoming visitors through the neighborhood and into Seaside Park.

Beautification measures such as decorative landscaping, signage and lighting will emphasize their natural gateway roles. Thinking a little bigger, placing a new landmark such as a significantly scaled monument, statue or sculpture at these locations would firmly establish them as memorable gateways.

Key Recommendations

1. **Work with City of Bridgeport, Parks and Recreation and other Stakeholders to implement the Seaside Park Master Plan**
2. **Work with City of Bridgeport and Harbor Yard and Arena Stakeholders to stimulate landscaping and other urban beautification initiatives**
3. **Work with City of Bridgeport and other Stakeholders to identify signage and lighting needs in these areas**
4. **Assist with Volunteer recruitment for associated projects**

Address Chronically Vacant or Blighted Properties

Several properties in the South End are vacant or blighted and have been in this condition for many years. This is often the result of property owners who live elsewhere and are landbanking the sites. Efforts need to be taken to put these properties into productive use so that they enhance, rather than detract from, quality of life for area residents.

A first step would be to contact the property owner for a discussion about the NRZ goals and assess whether the owner has the desire or ability to turn the property around. If the property owner does not have the desire or means to improve the property then acquisition should be pursued.

Property acquisition should be strategic, only pursued when a site specific redevelopment strategy has been identified. If the property owner is unwilling to sell, or demands a price which is significantly higher than appraised value, the City could use its powers of eminent domain. In such cases the City must engage the NRZ in the creation and final approval of a redevelopment strategy, and selection of a developer.

Properties which are chronically vacant or blighted include:

526-528 Atlantic Street (blighted)
914 Atlantic Street (vacant lot)
83 & 95 Garden Street (vacant lots)
434 Gregory Street (blighted)
181-183 Hanover Street (vacant lot)
109-111 Johnson Street (blighted)
330 Myrtle Street (blighted)
33 Rennell Court (blighted)
81 Ridge Avenue (blighted)
61 Lewis Street (blighted)

Implementation Strategy

Urban Village Character

Immediate (Less than 3 Years)

Proj. No.	Project	What is the South End NRZ's primary role in this project?	Who are the potential Partners for implementing this project?	Where will the funding come from?	Page No.	Priority
UVC-01	Promote Use of BConnected Platform for Urban Village Improvements	Lead neighborhood-wide promotional efforts.	City of Bridgeport Departments, South End Stakeholders	Local public and private sources		
UVC-02	Develop Civic Partnerships	Lead efforts.	South End Educational institutions, Non-profit organizations, businesses and citizen Stakeholders	Local public and private sources	67, 69	
UVC-03	Initiate Urban Beautification Program	Work with City of Bridgeport to determine role	City of Bridgeport Departments, Stakeholders	State and local public and private sources	67-69	
UVC-04	Conduct Volunteer Recruitment for Urban Village Character Projects	Lead, as necessary.	City of Bridgeport Departments, Stakeholders	N/A	67, 69	
UVC-05	Develop Property Improvement Award Program	Lead efforts.	City of Bridgeport Departments, South End Educational institutions, Non-profit organizations, businesses and citizen Stakeholders	Local public and private sources	67, 69	
UVC-06	Participate in UB Campus Master Planning Process	Support and participate in planning process.	University of Bridgeport	N/A	76	
UVC-07	Identify State St. Improvements	Lobby and support.	City of Bridgeport, CT DOT, Greater Bridgeport Regional Council	Federal, State and local sources	75, 76	
UVC-08	Conduct Comprehensive and Ongoing Zoning Ordinance & Map Amendments	Support and participate in planning process.	City of Bridgeport, Office of Planning & Economic Development, Stakeholders	Federal, State and local sources	63-78	

Proj. No.	Project	What is the South End NRZ's primary role in this project?	Who are the potential Partners for implementing this project?	Where will the funding come from?	Page No.	Priority
UVC-10	Promote Roosevelt School Streetscape Improvements	Support.	City of Bridgeport, CT DOT, Greater Bridgeport Regional Council	Federal, State and local sources	76	
UVC-11	Assist with UB Campus – Area Improvements	Work with University of Bridgeport to determine role.	University of Bridgeport, City of Bridgeport Departments	University of Bridgeport, Local and State sources	76	
UVC-12	Assist with Seaside Park Master Plan Implementation	Work with Bridgeport Parks Department to determine role.	City of Bridgeport Parks & Recreation Department, Stakeholders	Federal, State and local public and private sources	77, 78	

UVC-14 Address vacant, blighted or underutilized properties.

Identify properties and support.

City of Bridgeport, targeted property owners, developers

Local sources.

79

Short-term (3-6 Years)

Proj. No.	Project	What is the South End NRZ's primary role in this project?	Who are the potential Partners for implementing this project?	Where will the funding come from?	Page No.	Priority
UVC-13	Develop an Affordable Housing Policy	Support and participate in planning process.	City of Bridgeport, South End Educational institutions, Non-profit organizations, businesses and citizen Stakeholders	Federal, State and local sources	64, 69	

Item # *95-22 Consent Calendar

Agreement with the Bridgeport Police Local, #1159 and Council #4 AFSCME, AFL-CIO for the period of July 1, 2021 through June 30, 2026 regarding their Bargaining Unit Contract.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: August 7, 2023

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

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City of Bridgeport, Connecticut

Office of the City Clerk

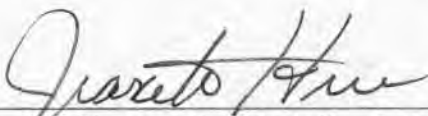
To the City Council of the City of Bridgeport:

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


Item No. *95-22 Consent Calendar

RESOLVED, That the attached Agreement between the City of Bridgeport and the Bridgeport Police Local #1159 and Council #4 AFSCME, AFL-CIO regarding their bargaining unit contract for the period of July 1, 2021 through June 30, 2026, be and it hereby is, in all respects, approved, ratified and confirmed.


**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS**




Jeanette Heron, D-133rd, Co-chair



Matthew McCarthy, D-130th, Co-chair




Jorge Cruz, Sr., D-131st



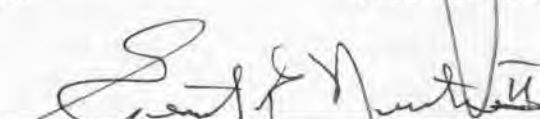
Rosalva Roman-Christy, D-135th



Maria H. Pereira, D-138th



Frederick Hodges, D-136th



Ernest E. Newton II, D-139th

City Council Date: August 7, 2023

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OFFICE OF POLICY AND MANAGEMENT
FINANCIAL IMPACT OF POLICE UNION TENTATIVE AGREEMENT JULY 1, 2022 THROUGH JUNE 30, 2026
COVERS FY2022 THROUGH FY2026

Category	Annual Wages	YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5		5 Yrs Compounded
		FY22 =3.00%	FY2022 Total Impact	FY2023	FY22&FY23 Total Impact	FY2024	FY22-FY2024 Total Impact	FY2025	FY20-FY2025 Total Impact	FY2026	FY22-2026 Total Impact	
TOTAL ACTIVE POLICE UNION SALARY *	19,850,532	595,516	595,516	613,381	1,208,897	842,377	2,051,275	657,054	2,708,327	451,177	3,160,205	
TOTAL ACTIVE EMPLOYEES BASE PAY/SALARY IMPACT	19,850,532	595,516	595,516	613,381	1,208,897	842,377	2,051,275	657,054	2,708,327	451,177	3,160,205	
Average Annual Inside overtime expenses	10,000,000	300,000	300,000	309,000	609,000	424,360	1,033,360	331,001	1,364,360	227,287	1,592,000	
Average Annual Outside overtime expenses	4,500,000	135,000	135,000	139,050	274,050	190,962	465,012	148,950	613,962	102,279	716,400	
(B) Total Overtime Pensionable Wage Increase on active employees	14,500,000	435,000	435,000	448,050	883,050	615,322	1,498,372	479,951	1,978,322	329,566	2,308,400	
(A+B)=C Total Base salary +Overtime Pensionable Wages:	34,350,532	1,030,516	1,030,516	1,061,431	2,091,947	1,457,699	3,549,647	1,137,005	4,686,649	780,744	5,468,605	
Employer Merit Pension Contribution on wages+OT on Active employees		254,331	254,331	261,961	516,293	359,760	876,053	280,613	1,156,665	192,688	1,349,652	
Employer Merit Pension salary+OT Contribution Rate @ 24.68%	24.68%											
(D) Total Active Employees Wages + OT + Merit Contribution		1,284,847	1,284,847	1,323,393	2,608,240	1,817,459	4,425,699	1,417,618	5,843,314	973,431	6,818,256	
(E) POLICE PLAN A RETIREES ANNUAL PENSION PAYOUT ** (There are approximately 248 Plan A recipients/pensioners) (FY22=3.00%, FY23=3.00%, FY24=3.00%, FY25=3.00%, FY26=2.00%) =14.801%	12,647,900	379,437	379,437	390,820	770,257	402,545	1,172,802	414,621	1,587,413	284,706	1,872,016	
(F) Employer Medicare Contribution on Active + Retirees Wage Inc. (Total Active+Retirees Wages+All Overtime) Employer Medicare Rate 1.45% on wage increases	20,444	20,444	21,058	41,502	26,974	68,476	22,499	90,974	15,449	106,439		
(D-F)=G Total Active+Retirees wages+OT+Merit & Social Security increases	1,684,729	1,684,729	1,735,270	3,419,999	2,246,978	5,666,977	1,854,738	7,521,701	1,273,586	8,796,711		

OFFICE OF POLICY AND MANAGEMENT
FINANCIAL IMPACT OF POLICE UNION TENTATIVE AGREEMENT JULY 1, 2022 THROUGH JUNE 30, 2026
COVERS FY2022 THROUGH FY2026

Category	FISCAL YEARS	YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5		5 Yrs Compounded
		Annual Wages	FY2022 Total Impact	FY2023 Total Impact	FY2023 Increase %	FY2024 Total Impact	FY2024 Increase %	FY2025 Total Impact	FY2025 Increase %	FY2026 Total Impact	FY2026 Increase %	
		FY22 =3.00%	FY2022 Total Impact	FY2023 Total Impact	FY2023 Increase %	FY22-23 Total Impact	FY2024 Increase %	FY20-24 Total Impact	FY2025 Increase %	FY20-25 Total Impact	FY2026 Increase %	FY22-26 Total Impact
			FY2022 Compounded %	FY2023 Compounded %	FY2023 Increase %	FY22&FY23 Compounded %	FY2024 Increase %	FY22-FY2024 Compounded %	FY2025 Increase %	FY20-FY2025 Compounded %	FY2026 Increase %	FY22-FY2026 Compounded %
			3.00%	3.00%	3.00%	6.090%	4.00%	10.334%	3.00%	13.644%	2.00%	15.9200%
			0	0	0	0	27,600	27,600	27,600	27,600	27,600	29,100
			0	0	0	0	297,768	297,768	267,991	267,991	214,392	214,392
			0	0	0	0	-624,000	-624,000	-655,200	-655,200	-687,960	-687,960
			0	0	0	0	-298,632	-298,632	-359,609	-359,609	-445,968	-444,468
(G+H)=	GRAND TOTAL IMPACT (G+H) = I	0	1,684,729	1,684,729	1,735,270	3,419,999	1,948,346	5,368,345	1,495,129	7,162,092	827,618	8,352,243

Notes:

- * All active police officers base pay scales will be increased by 1.00%, plus 3.00% Cost of living increase(COLA), effective July 1, 2023 and that equates to 4.00% wage increase as reflected in the FY24 calculation above.
- ** Please note that the Police Plan A retirees will not benefit from the July 1, 2023, 1% base pay increase because there are no active plan A employees in the payroll as of July 1, 2023. All plan A employees have retired. The Plan A retirees will only be entitled to annual cost of living increase(COLA) as follows: FY22=3.00%, FY23=3.00%, FY24=3.00% and FY25=3.00% and FY26=2.00% -14.801% compounded over five years.

The City will have the right to increase all outside overtime hourly surcharge rate from \$17.00 per hour to \$30.00 per hour, effective July 1, 2023 with a 5% cost of living increase every year.

TENTATIVE AGREEMENT

Between

THE CITY OF BRIDGEPORT

and

BRIDGEPORT POLICE LOCAL #1159 AND

COUNCIL #4 AFSCME, AFL-CIO

July 1, 2021 to June 30, 2026

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PREAMBLE

The following agreement, by and between the City of Bridgeport, hereinafter referred to as the "City" and Bridgeport Police Local #1159 and Council #4, AFSCME, AFL-CIO, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the City of Bridgeport and such of its employees who are within the provisions of this agreement, in order that more efficient and progressive public service may be rendered.

(NOTE: The words he, him, his or himself will be used throughout this agreement to refer to both males and females, thereby avoiding phrasing which might be considered "sexist". The use of such terminology is in no way intended to imply masculine gender exclusively.)

SECTION I – THE UNION AND UNION SECURITY

ARTICLE 1

RECOGNITION

Section 1.1 - The City hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed and investigatory employees, including Police Officers, Detectives, Sergeants, Lieutenants and Captains, but excluding the Chief of Police, the Assistant Chief, and Deputy Chiefs, employed by the City of Bridgeport, in the Police Department for the purposes of establishing wages, hours, and other conditions of employment. Deputy Chief Baraja, shall remain in the Union until the end of his employment. The City shall have sole and complete discretion regarding the filling/replacement of these two Deputy Chief positions and the manner utilized by the City.

Section 1.2 - The Assistant Chief position shall be out of the Union when created by the City.

ARTICLE 2

PAYROLL DEDUCTION OF UNION DUES, FEES AND ASSESSMENTS

Section 2.1 - Upon receipt of an employee's signed authorization to deduct membership dues or voluntary fees, the Employer agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the union. Such deductions shall continue unless the Employer is notified in writing, by the

union, that the employee is no longer a member. The Union reserves the right to modify and/or replace the deduction authorization form. The City shall weekly deduct and remit contributions to the Federal Credit Union. Deductions for the Federal Credit Union shall not be made from any employee's wages except when authorized by the employee on an appropriate form, a signed copy of which must be submitted to the City. The City agrees, upon the signing of this agreement, subject to computer availability, to deduct weekly from each employee's wages, when authorized by said employee on an appropriate form, an amount specified by said employee, and remitted to the chairmen of the Committee on Political Education (C.O.P.E.). Such contribution shall be for the life of the agreement and shall continue thereafter if an agreement exists between the City and the Union.

The parties recognize that the authorization of the Union to payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Should a bargaining unit member approach the Employer or its agent to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with the Union.

Section 2.2 - The Union agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deductions were or should have been made.

ARTICLE 3

PROBATIONARY PERIOD

Section 3.1 - Any newly hired employee who is certified at the time of hire shall serve a probationary period of one (1) year from the date of hire. Any newly hired employee who is not certified at the time of hire shall serve a probationary period from the date of hire to four (4) months after completion of field training. If the City notifies an employee prior to the end of his probationary period that he is to be discharged/terminated, the probationary period shall be extended until a final decision of the Civil Service

Commission.

Section 3.2 - A probationary employee's status shall not be considered so as to confer any rights or privileges covered by this Agreement, other than Salary under the Salary Plan and health benefits, until such employee has successfully completed certification as required by Statute. Until said successful certification completion, the City solely shall determine such employee's hours, conditions of employment and economic benefits other than Salary and health benefits.

Section 3.3 - During the probationary period, the employee shall have all rights and privileges as set forth in Section 2 above, except any probationary employee may be discharged/terminated and shall have no recourse to the grievance and arbitration provisions of this Agreement. Upon successful completion of the probationary period, the employee's seniority shall be measured from date of hire.

Section 3.4 - During the probationary period, a probationary employee shall not work any department or outside overtime, except on an emergency basis.

ARTICLE 4

EMPLOYEES TO RECEIVE COPIES OF THIS AGREEMENT

Section 4.1 - Within ninety (90) days of implementation of this agreement by the City Council, or implementation by Statute, the City shall give each employee a copy of this agreement. Newly hired employees shall receive a copy of the agreement at time of hire or within ninety (90) days thereafter.

ARTICLE 5

BULLETIN BOARDS

Section 5.1 - The Union shall be granted use of the bulletin boards, located throughout the Police Department, in the different divisions, for the posting of notices concerning Union business and activities. They shall have permission to install a reasonably sized bulletin board in the Patrol Recreation Room, the Patrol Division line-up room, Communications Center and Detective Bureau and all precincts, at Union expense, for the exclusive use of the Union.

ARTICLE 6

UNION BUSINESS LEAVE

Section 6.1 - The five (5) members of the Union negotiating committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of an agreement, when such meetings take place that day during which members are scheduled to be on duty.

Section 6.2 - The five (5) members of the Union Grievance Committee shall be granted leave from duty, with full pay, in order to attend grievance and arbitration meetings or hearings as well as hearings or meetings concerned with prohibited practice complaints when such meetings or hearings take place that day during which members are scheduled to be on duty.

Section 6.3 - Such Officers and members of the Union as may be designated by the Union, shall be granted leave from duty with full pay for Union business, such as: attending labor conventions, educational conferences, law enforcement, or labor meetings, provided however, that the total leave permitted by this section shall not exceed forty-five (45) days in even numbered years and twenty (20) days in odd numbered years of any given year, which are covered by overtime work for each agreement year during the term of this agreement. For the purpose of this Section, the terms "AGREEMENT YEAR" shall mean the period from July 1 to June 30 of any given year.

Section 6.4 - The President, Vice President, Secretary, Treasurer and the six (6) elected members of the Executive Board, shall be granted leave from duty, with full pay, for all regular monthly meetings of the Union and any special meetings, not to exceed three (3) hours, when such meetings are scheduled to be held and these members are on duty, provided a minimum of four (4) hours' notice is given the department prior to the start of such member's tour of duty.

ARTICLE 7

SENIORITY

Section 7.1 - Departmental seniority shall mean the total length of continuous service with the City in the Police Department. Rank seniority shall mean the total length of service of an employee as a permanent appointee to a rank. No employee shall acquire rank seniority in any rank for a period that he serves in such rank in an acting capacity. During any such temporary service, he shall continue to accrue rank

seniority in his permanent rank.

In accordance with the grievance arbitration award in Case No. 8485-A-728-731, provisional appointments within the Police Department shall be made on the basis of seniority in accordance with this Article; provided, however, if there is an existing promotional list in dispute for the applicable classification, then provisional appointments shall be made from that list in rank order. It is understood that in the event there are insufficient numbers of employees from a list in dispute who are willing or available to fill the required number of vacancies, the remaining vacancies shall be filled by seniority. If an employee accepts a provisional appointment, there will be no guarantee that the employee will return to his/her prior assignment and/or shift. Upon completion of the provisional assignment, seniority shall prevail as to the employee's next shift assignment; however, there shall be no bumping. This provision shall not override any state or federal law or court order, decree or ruling.

This section shall be effective upon implementation of the arbitration award in Case No. 8788-MBA-90.

Section 7.2 - If more than one appointment is made in any one day, the seniority of such appointee shall be in the order of their appointment from the eligibility list. Both departmental and rank seniority shall accrue during periods of authorized leave and such authorized leave time shall not be deemed a break in the continuous service of such employee with the City.

Section 7.3 - In the event that any employee is reinstated after a resignation, his time out of the City's employ shall be deducted in computing his vacation eligibility and his seniority, provided however that such time lost shall not be considered as an interruption of his continuous service. An employee must work a minimum period of three (3) months upon returning from a leave of absence without pay or resignation before he will be permitted to take a vacation.

Section 7.4 - Every January 1, a seniority list will be posted on all Union Bulletin Boards.

Section 7.5 -

(A) Notwithstanding any other language contained in this Agreement the Chief has the power to remove employees in any specialized unit, except the K-9 Unit, for any reason if the employee has served for three (3) or more years in said assignment, or for any just cause if the employee has not served three (3) years.

In addition, K-9 Unit employees shall be removed from said assignment for one (1) year following the life of the canine. Notwithstanding any other language contained in this Agreement current members up to and including the rank of Lieutenant in all specialized units except Department Clerk, Chief's Aide, Assistant Chief's Aide, Office of Internal Affairs, SWAT team, Scuba team, Patrol, and Detectives shall be phased out. The phase out shall occur as follows: on January 1, 2016, two-thirds (2/3) of the employees in each covered unit shall be phased out at the Chief's selection, without regard to seniority; on January 1, 2017, one-third (1/3) of the employees in each covered unit shall be phased out at the Chief's selection, without regard to seniority. Employees who have not attained three (3) years in their assignment as of the time of the movement delineated in this paragraph will not be affected by said movement until they have completed three (3) years of service in their respective assignment. Employees in the specialized units which are not excluded in this paragraph must be removed and replaced after five (5) years to be measured beginning January 1, 2016. If no qualified employees bid for said assignment, then the employee in the specialized unit is permitted to stay in such unit for one (1) year with a rebid after one (1) year. This rebid process shall be repeated annually until a qualified bid is obtained. In order to qualify for a specialized unit position, an applicant must have completed at least two (2) years of service in the Bridgeport Police Department after probation.

If specialized training is offered related to any of the specialized units covered by the phase-out terms set forth above, and in the event that three (3) or more employees are being offered said training, one (1) of the three (3) shall be selected on the basis of seniority. The ratio must be three (3) to one (1) in order for the selection to be based on seniority. Thus, if six (6) are offered said training, two (2) will be selected on the basis of seniority, provided that the individual(s) shall not be selected if they have a poor attendance or disciplinary record within the immediate prior five (5) year period.

Employees who wish to apply for a position within a specialized unit shall first submit a letter of interest to the Deputy Chief responsible for said unit. Thereafter, candidates shall be interviewed by a panel consisting of the Union President, the Commander of the Specialized Unit, and the Deputy Chief with responsibility for the Specialized Unit. The interview criteria is comprised of performance, attendance,

ability, special qualifications, discipline within the immediate prior five (5) year period, military experience, education, and training. In terms of assessing education, four (4) years of police experience is equivalent to one (1) year of college; this rule shall remain in effect until January 1, 2024. If candidates are equally qualified, seniority shall govern.

The panel shall submit the top three (3) candidates to the Chief for selection which shall be in the Chief's sole discretion. In the event that two (2) or more positions are being filled, the panel shall submit one (1) or more additional candidates beyond the top three (3). For example, if two (2) positions are being filled, the panel shall submit the top four (4) candidates and the Chief shall choose two (2) from the four (4) in his sole discretion.

Annual employee evaluations shall be conducted on the anniversary of an employee's employment beginning January 1, 2015. Five different categories shall be applied for rating level of performance (i.e., Excellent to Poor).

(B) The divisions for which Police Officers on active duty may bid on a seniority basis are Patrol and Detective.

(C) The Captains and Deputy Chiefs will be assigned by the Chief of Police subject the needs of the Department.

(D) The Chief of Police may assign officers to the Auxiliary Service Division and he may make other assignments he deems necessary subject to the needs of the department, however, no such assignments shall be made to circumvent the bidding procedure of this Article.

(E) Bids for said vacancy shall be posted on all Departmental Bulletin Boards for a minimum of five (5) working days, and will be read off to all Departmental line-ups for five (5) consecutive working days. Once the bidding vacancy is filled, the list will expire.

(F) Active duty is defined to exclude employees on extended sick leave, extended injury leave and/or leave of absence.

Section 7.6 – Lay-off of Police Personnel shall first (1st) be applied to those police personnel with the least Department Seniority, (Last in, First Out).

ARTICLE 8

UNION OFFICE

Section 8.1 - The City shall provide room #201 of Police Headquarters, currently in use by them, as the exclusive office of the Union.

ARTICLE 9

EXCLUSIVE UNIFORM

Section 9.1 - The regular members of the Bridgeport Police Department shall have exclusive use of the entire uniform prescribed by the Board of Police Commissioners.

Section 9.2 - The shoulder patches designated to the regular members of the Bridgeport Police Department shall be exclusively worn by said regular members.

Section 9.3 - The uniform for all personnel shall be the uniform designated by the employee's permanent rank and shall be so worn by said employee including rank designation, except that, when an employee is appointed to a provisional capacity, pursuant to the Civil Service provisions of the City Charter, said employee shall be permitted to wear rank designations of said provisional capacity, but limited to said period of time of the City Charter.

Section 9.4 - The Chief of Police, his designated representative and/or the Board of Police Commissioners of the City of Bridgeport shall be the parties responsible that this Article is enforced.

ARTICLE 10

BILL OF RIGHTS

Section 10.1 - The following "Bill of Rights" between the City of Bridgeport and the employees covered by this agreement shall be as follows:

Section 10.2 - Rights of Law Enforcement Officers Under Investigation. Whenever a law enforcement officer of the City of Bridgeport is under investigation or subjected to interrogation by members of his agency, for any reason which would lead to suspension, demotion, dismissal or criminal charges, such investigation or interrogation shall be conducted as nearly as it is practicable under the following conditions.

(A) No complaint by a civilian against a police officer shall be entertained, nor any investigation of

such complaint be held, unless the complaint be duly sworn by the complainant before an official authorized to administer oaths. Prior to a disciplinary hearing, which follows receipt of such sworn complaints, a copy of all sworn statements will be submitted to the accused. Nothing in the foregoing language abrogates the City's right and obligation to investigate complaints of criminal activity; provided, however, that where any such investigation commences without a sworn statement, no unreasonable number of interrogations of the officer under investigation may be held and no subsequent disciplinary action may result without additional corroborating evidence as attested to in a sworn statement (which may be the statement of the investigating officer). Where a sworn statement is used, no particular form is required for purposes of this Section.

(B) The law enforcement officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation and of the interrogating officer.

(C) The investigation shall take place either at the office of the command of the investigating officer or at the office of the local precinct or police unit in which the incident occurred, as designated by the investigating officer.

(D) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that immediate interrogation is required.

(E) Interrogating sessions shall be for reasonable periods and shall be timed to allow such personal necessities and rest periods as are reasonably necessary.

(F) Whenever the interrogation relates to the officer being formally charged with a criminal offense, at the written request of the law enforcement officer under investigation, he shall have the right to be represented by counsel or any other representative of his choice who shall be present at all times during such interrogation. At the request of the officer being interrogated, a Union representative may be present as a witness during any interrogation, which may lead to suspension, demotion or dismissal.

(G) If the law enforcement officer under the interrogation is under arrest, or likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

(H) During any line-up which is conducted, the policeman participating in such a line-up shall have the right to have counsel present as a witness at his request.

Section 10.3 - Complainants who make false complaints or affidavits shall be held accountable for such false complaints or affidavits.

Section 10.4 - Under no circumstances shall immunity to criminal prosecution for charges surrounding the events leading to the complaints be granted to those who make complaints concerning the conduct of policemen.

Section 10.5 - Civil Suits Brought by Law Enforcement Officers. Law Enforcement Officers shall have the right to bring civil suit against any person, group of persons or any organization or corporation, or the heads of such organizations or corporations, for damages suffered, either pecuniary or otherwise, or for abridgement of their civil rights arising out of action legally taken in the performance of the officers' official duties.

Section 10.6 - Representation on Investigative Board or Committee. Whenever a Police Investigative Board or Committee is established which has or will have law enforcement officers, such Board or Committee shall include in its membership a representative of the legally constituted bargaining Union.

Section 10.7 - Despite any other provisions hereof, rulings and decision of the Supreme Court of the United States, or the Second Circuit of the Federal Court or the Connecticut Supreme Court or the United States Supreme Court, or any statute relating to any matter dealt with herein shall govern actions which otherwise would be conducted as set forth above.

SECTION II – MANAGEMENT AND THE WORKPLACE

ARTICLE 11

DISCIPLINARY ACTION

Section 11.1 - No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank, or otherwise disciplined except for just cause.

Section 11.2 - The Chief or Acting Chief may impose upon any officer discipline, including suspensions,

provided that the Chief or Acting Chief shall first provide the officer with a written statement of the specific charges (rule and regulation violated) against him, and the information upon which the charges are based, and provide the officer with the opportunity to respond to said charges. The Chief or Acting Chief's decision shall be in writing and if a holiday falls within the period of suspension, shall indicate whether the holiday is to be without pay as a part of the suspension. The Chief or Acting Chief may terminate any officer provided that the Chief or Acting Chief shall first provide the officer with a written statement of the specific charges (rule and regulation violated) against him, and the information upon which the charges are based, and provide the officer with the opportunity to respond to said charges. The Chief or Acting Chief's decision shall be in writing. In the event of termination, the terminated officer shall be paid for a period of thirty (30) days after termination. The parties agree that they shall use best efforts to schedule an arbitration hearing within forty-five (45) days of termination. In addition, in accordance with the City's practice terminated employees shall retain medical coverage for ninety (90) days provided that the employee appealed or grieved the termination within the time limits set forth by this article, or until final decision on such grievance or appeal has been rendered, whichever is less. Only the three (3) officers currently on medical coverage as of June 1, 2023, after their termination will remain on health coverage until an arbitration award is issued.

Section 11.3 - An employee in the bargaining unit who is alleged to have committed a disciplinary offense shall be charged with a specific violation of a department rule or regulation by the Chief of Police or his designee and such charge shall be the only basis for discipline. The Chief or his designee shall, prior to the commencement of a hearing, have the right to amend the statement of charges. In the event the amended charges are delivered to the Union and the employee less than five (5) working days prior to the commencement of the hearing, then at the request of the Union the hearing shall be rescheduled for a new date not less than five (5) working days from the date of delivery of the amended charges.

Section 11.4 - Notwithstanding the above, an employee charged with a disciplinary offense under Section 2 or 3 may be suspended without pay or placed on administrative leave with pay or placed on administrative status and may be prohibited from working or may be assigned to work other than his regular duties within

his own division or in a non-biddable position, at the discretion of the Chief or his designee until such charges have been drafted and/or heard and a decision rendered. In the event the employee is placed on administrative leave with pay or placed on administrative status and assigned to inside work, he shall not be entitled to outside overtime, but shall be entitled to inside overtime in the position to which he is assigned. Any such employee assigned to inside work may still seek a make whole remedy for lost overtime.

When an employee is placed on administrative leave or administrative status, the reasons for such placement must be presented in writing to the member and copied to the union within five (5) calendar days of the action. No member shall be on administrative status for more than one hundred eighty (180) days absent agreement or legitimate business reasons. In the event the City alleges that it cannot meet the one hundred and eighty (180) day deadline due to legitimate business reasons, it shall provide these reasons to the Union in writing. The Union shall have the right to file for expedited arbitration with the American Arbitration Association ("AAA") on the sole issue of legitimate business reasons in accordance with AAA rules

The Union shall not process any grievance for any other employee whose overtime opportunities are adversely affected by the employee on administrative leave with pay and/or administrative status assigned in accordance with this Section. Any such immediate suspension without pay may only be imposed and continued in cases where the officer has been arrested for felony charges, or is unavailable for duty because of incarceration; or because of institutionalization in connection with actions that would constitute a felony. If any employee is suspended without pay under this Section 4, he shall, within ten (10) work days of such suspension, have a hearing with reference to the charges against him commenced by the Chief of Police. With the mutual agreement of all parties, which may not be unreasonably denied, the ten (10) day requirement can be waived, however, a hearing on the charges shall be commenced within sixty (60) days of the date of suspension and continuance for commencement of the hearing shall only be granted beyond sixty (60) days upon request of the accused and/or his representative; however, a hearing shall be held within a reasonable period of time.

In discipline cases of suspension without pay, if a hearing has been commenced within sixty (60)

days of the date of suspension, but remains incomplete, such employee's pay shall be reinstated on the sixty-first (61st) day.

A. All disciplinary investigations referred by the Chief to the Office of Internal Affairs must be completed by Internal Affairs within one hundred and twenty (120) days of the referral. The one hundred and twenty (120) day timeline shall not apply in cases involving an arrest or in circumstances where the investigation cannot be completed within the one hundred and twenty (120) day timeline for legitimate business reasons. The Chief shall have thirty (30) days from receipt of the Internal Affairs report to notice a hearing on the charges. The hearing shall commence within fourteen (14) days from said notice. In the event the City alleges that it cannot meet the one hundred and twenty (120) day deadline due to legitimate business reasons, it shall provide these reasons to the Union in writing. The Union shall have the right to file for expedited arbitration with the American Arbitration Association ("AAA") on the sole issue of legitimate business reasons in accordance with AAA rules.

Any disciplinary investigation not referred to Internal Affairs must be completed with a decision issued by the Chief within one hundred and twenty (120) days of its inception. The one hundred and twenty (120) day timeline shall not apply in cases involving an arrest or in circumstances where the investigation cannot be completed within the one hundred and twenty (120) day timeline for legitimate business reasons. A hearing shall be noticed by the Chief within fourteen (14) days of receipt of the investigation report. In the event the City alleges that it cannot meet the one hundred and twenty (120) day deadline due to legitimate business reasons, it shall provide these reasons to the Union in writing. The Union shall have the right to file for expedited arbitration with the American Arbitration Association ("AAA") on the sole issue of legitimate business reasons in accordance with AAA rules **Section 11.5** - At least seven (7) work days prior to the hearing with the Chief, the Union and employee shall be provided with all evidentiary information to which they are entitled pursuant to the Municipal Employee Relations Act.

Section 11.6 – Any employee charged with a disciplinary offense may enter a plea of no contest and accept an agreed upon discipline in lieu of a hearing or an employee during the case of a disciplinary hearing may accept an agreed upon discipline in lieu of completing the hearing. In either event the employee shall sign

a written waiver of right of appeal and neither the employee nor the Union shall have any authority to appeal the discipline and the discipline shall be final and binding on all parties.

Section 11.7 - If an officer is disciplined under Sections 2 or 3 and the employee and Union both feel that the action was without just cause, the Union may, no later than thirty (30) days after receipt by the Union of the written decision, submit said dispute to arbitration before the Connecticut Board of Mediation and Arbitration for Discipline other than terminations or the American Arbitration Association for involving termination Discipline. The arbitrator shall hear the dispute and render a decision that shall be final and binding on all parties. The arbitrator shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include, but shall not be limited to the right to reinstate a suspended or discharged employee with full back pay. The City shall pay all costs of the arbitrator and the American Arbitration Association.

Section 11.8 - The time limits specified herein may be extended by agreement of the parties in writing.

Section 11.9 - Working days, as used in this Article, exclude weekends and holidays.

Section 11.10 - Notwithstanding any other rights the Chief possesses under this Article, the Chief may assign an employee to administrative status with pay where the Chief certifies in writing, stating the basis for such certification, that a condition exists which might compromise, limit, or prohibit the employee from effectively performing his or her duties or expose the City to liability. An employee placed on administrative status may be assigned to inside work with or without a department weapon at the Chief's discretion or may be placed on off duty administrative status with pay. Any employee assigned to administrative status where overtime is available, may work such overtime if consistent with his assignment, but may not work outside overtime. If an employee is placed on administrative status with pay the Union may request that the American Arbitration Association assign an arbitrator to hear the matter on an expedited basis in lieu of any other proceedings under the grievance procedure. The arbitrator shall have the power to decide whether or not the administrative status was appropriate or whether or not the administrative status should be continued and, if so, the length of time it should be continued, with the arbitrator retaining continuing jurisdiction, if necessary, and to make whole the employee if it is determined

the employee was placed improperly on administrative status. The cost of the arbitrator shall be paid for equally by the parties.

Section 11.11 – Written warnings shall not be used to support progressive discipline if the officer at issue has exhibited good behavior, with no pending discipline against him/her, for the prior two (2) year period. Verbal warnings shall not be used to support progressive discipline if the officer at issue has exhibited good behavior, with no pending discipline against him/her, for the prior one (1) year period.

ARTICLE 12

ADJUSTMENT OF GRIEVANCE PROCEDURES

Section 12.1 Should any employee, or the Union, feel aggrieved concerning their wages, hours or conditions of employment, which wages, hours or conditions of employment are controlled by this Agreement, adjustment shall be sought as follows:

(A) The Union shall submit such grievance in writing to the Chief of Police, at the Union President's discretion, or if voted by the majority of the Grievance Committee, which shall be comprised of the Executive Board of the Union, setting forth the nature and particulars of the grievance. Any such grievance must be submitted in writing to the Chief of Police within thirty (30) days of the date that the Union or aggrieved employee knew or reasonably should have known of the act which gave rise to the grievance, whichever date is earlier. Any grievance arising out of Article 11 must be submitted to arbitration within thirty (30) days after receipt by the Union of the written notice of discipline. Failure to submit such grievance in a timely manner as set forth above, or failure to advance said grievance within the time limits set forth below (unless said time limits are extended as set forth in subsection (E), below) shall constitute a waiver of said grievance. Within ten (10) days after said Chief, or his representative, receives such grievance, he shall arrange to and shall meet with the representatives of the Union Grievance Committee, for the purpose of adjusting or resolving such grievance.

(B) In the event said meeting with the Chief of Police is not arranged, as stated above, or the Union is not satisfied with the Chief's response within ten (10) days from the date the grievance is submitted, the Union may, at its option, present such grievance in writing within twenty (20) days thereafter to the

Connecticut State Board of Mediation and Arbitration except that the Union or City shall have the right to submit/transfer the grievance to the American Arbitration Association (“AAA”). Grievance arbitration shall be conducted in accordance with the rules and regulations of the agency where the grievance is filed/transferred. The parties agree to use Gerald Weiner, Mike Ricci or Joseph Celentano as the neutral arbitrator in any grievance that is submitted to the AAA. The aforementioned arbitrators shall rotate based on the aforementioned order for any cases they are assigned relative to this agreement. Said Board or neutral arbitrator shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties. The transferring party shall pay all costs of the arbitrator and the AAA. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties.

(C) The time limits specified in the preceding sections of this Article may be extended by agreement of all parties which shall not be unreasonably denied.

(D) The Union may, at its option, present such grievance in writing directly to the Director of Labor Relations in lieu of the meeting with the Chief.

(E) The Union shall, provide the City's Labor Relations Director a copy of the grievance at the time of initial filing.

(F) The fee of the arbitrator and the administration expense of arbitration, if any, shall be shared equally by the parties, but other expenses shall be borne by the party incurring them, including payments to representatives, witnesses, etc.

(G) Expedited arbitration at the State Board of Mediation and Arbitration shall be used for grievances involving shift assignments.

ARTICLE 13 (RESERVED)

ARTICLE 14

OVERTIME

Section 14.1 - Whenever any employee, works in excess of his regularly assigned work week or work schedule, in addition to any other benefits to which the employee may be entitled, the employee shall be paid one and one-half (1 1/2) times such straight time hourly rate, unless such excess work is due to the employee's participation in a shift swap as covered in Article 17, Section 4.

For the purposes of this Article an employee's hourly rate shall be computed by dividing by 1825 his yearly compensation under the compensation schedule in the applicable appendix herein.

Section 14.2 - Departmental overtime assignments from the Chief of Police and/or his designee shall be taken from a rotating alphabetical list, by surname, within the divisions and assigned in a fair equitable manner, subject to the needs of this department.

Within ten (10) days of January 1st, and July 1st, of each year, if an employee does not desire overtime assignment, said employee, in writing, shall, so notify the Chief of Police, and/or his designee and said employee's name shall not be included in the "rotating alphabetical list(s)". Once so removed an employee's name shall be added to the list(s) after written notice to the Chief of Police, or his designee not less than thirty (30) days prior to January 1st, or July 1st, whichever is applicable.

Section 14.3 - Overtime assignments in the Detective Bureau, Narcotics and Vice and Youth Bureau shall be equalized as nearly as possible and follow an equalized distribution system for assigning overtime, subject to the respective needs of the Detective Bureau, Narcotics and Vice and Youth Bureau. A list of such assignments shall be maintained and posted in the Division Commander's Office.

Section 14.4 - Each employee whose name is on the list shall have the option of refusing an overtime assignment and said refusal shall be charged on the list as though the officer had worked. Nothing in this Article shall prevent the Chief or his designee from ordering all employees to work overtime providing all the names on the Department Overtime list on duty or incoming shifts have been exhausted by one (1) full turn. After exhaustion of the list the next employee may be ordered to work by the Commanding Officer and so on until all the necessary officers are assigned. No officer shall be forced to work more than half of the next shift.

Section 14.5 - Employees who are off-duty sick on the day they are scheduled to work Departmental overtime shall be charged as though they had worked. Employees who are off-duty sick shall be required to work an eight (8) hour regular tour of duty before they can work Departmental Overtime.

Section 14.6 - Employees who are off-duty on their regularly scheduled duty-day, when their name appears in the rotation on the Department overtime list, shall be charged as though they would have worked.

Section 14.7 - There shall be no requirement on the part of the City to reschedule employees for make-up overtime under Sections 5 and 6, of this Article.

Section 14.8 - The City shall maintain an accounting of all overtime hours worked per month, which shall be made available to Bridgeport Police Union authorized representatives.

Section 14.9 - Overtime and regular pay shall be paid weekly by direct deposit which shall reflect the type of payment.

Section 14.10 - Upon execution of this Agreement, there shall be a six (6) month Pilot Program during which time all overtime (including special assignments) count toward departmental overtime opportunities. The Pilot Program can be discontinued after six (6) months in the sole discretion of the City.

ARTICLE 15

MANAGEMENT RIGHTS

Section 15.1 - Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion, to recruit, select, train, promote discipline, transfer, layoff, and discharge personnel; determine the number and type of positions and organizational structure required to provide police services; define the duties and responsibilities of each position and of the department; establish new units, divisions, and assignments; modify and/or eliminate units, divisions and assignments, implement performance evaluations to be used to assess qualifications, acquire and maintain essential equipment and facilities required to conduct the business of providing police services; contract for non-police services with other units of government and/or private contractors for the provision of non-police services to or by the City; establish

and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement. The City shall not exercise its management rights in violation of this obligations under MERA (the Connecticut Municipal Employee Relations Act. Conn. Gen. Stat. #7-467, *et seq*). In the event the City exercises a Management right under this Article it agrees that it has the legal obligation to negotiate the effects, if any, of such decision with the Union. In the event the Union and City are unable to reach agreement on the issue of effects within thirty (30) days of the City's decision then the effects issue shall be submitted to AAA to be heard by Arbitrator Gerald Weiner, Mike Ricci or Joseph Celentano. These arbitrators shall rotate in the above discussed order based upon case assignment under this Agreement. The Union covenants and agrees that it shall comply with the City's Military Leave Policy (See Attached Policy).

Section 15.2 – The Chief of Police shall have the absolute authority/discretion in assigning of the take home vehicles in the Bridgeport Police Department.

ARTICLE 16

DRUG TESTING

Section 16.1 - Narcotics and Vice Officers will be subject to mandatory drug testing upon original assignment for controlled substances defined in accordance with the State of Connecticut Uniform Controlled Substances Act, Section 21a-240, *et seq*, of the Connecticut General Statutes, which testing shall be administered in accordance with state statutes and be performed by a reliable laboratory. This shall be in addition to any other testing requirements for other members of the Department.

ARTICLE 17

WORK SCHEDULE

Section 17.1 - The following shall be the Work schedule:

(A) The Work Schedule for the Patrol Division shall be five (5) consecutive eight (8) hour days on duty, followed by three (3) consecutive days off-duty, and then the cycle repeated.

(B) The Work Shifts shall be:

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

"B" Shift - 7:00 a.m. to 3:00 p.m.
Or 8:00 a.m. to 4:00 p.m.

"C" Shift - 3:00 p.m. to 11:00 p.m.
Or 4:00 p.m. to 12 Midnight

"Set" Shift - 7:00 p.m. to 3:00 a.m.

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

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

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

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

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

(C) The Work Schedule and work hours for all other divisions, or units, of the Department shall be either the 5-3 Schedule or the Administrative Schedule, (attached herewith). However, employees on the Administrative Schedule shall not exceed the hours per week worked than that the Patrol Division except on an overtime basis.

(D) Employees shall bid, based on rank seniority, for work shifts. However, Sergeants and Detectives shall bid based upon Departmental Seniority. Such bids shall include the employee's first, second and third

choice for shifts.

(E) The number of openings, per shift, shall be determined and posted annually by the Chief of Police by October 15th of each year. Work shift bids shall take place from November 1 through November 10th, of each year. The effective date of the shift assignment shall be the first Sunday of January, of each year. Employee work shifts shall be fixed for one (1) year duration, however, such shift bid shall not restrict an employee's bid into another division, or units, as openings occur. Any employee, who does not bid for a work shift, shall be assigned by the Chief of Police to any shift with vacancies. Employees can bid for shift openings as they occur notwithstanding the one-year limitation.

(F) Should the Chief determine that staffing has deteriorated to such an extent that safety becomes an issue the Chief shall negotiate with the union to reallocate staff and open shift bidding, which bidding shall be based upon seniority. Additionally, the need for reallocation shall be objective and documented and any decision to reallocate shall not be arbitrary or capricious.

Section 17.2 - Each member of the department shall attend State-mandated training sessions for recertification, or other departmental training during the scheduled workday, or on an overtime basis.

Section 17.3 - The President of the Union, for the purpose of availability to the Chief of Police and the Union Membership on matters of grievance and/or any other labor relations matters, shall work in the Union Office, in the present location of the Police Building, Monday through Friday, but shall not work a greater average per hour work week than the patrol division, except on an overtime basis.

Section 17.4 - One member of the department may exchange a shift with another member of the department under the following conditions:

(A) Such substitution does not impose any additional cost, by overtime or otherwise, on the department.

(B) Such substitution is within the same rank and division.

(C) The commanding officer for whom the work will be performed, or his/her designee, must be notified, in writing, by the member initiating the substitution, on an approved form acceptable to the department, not less than twenty-four (24) hours prior to it becoming effective.

(D) The member of the department initiating the substitution is totally responsible for coverage of the

shift on both ends of the substitution as well as guaranteeing that subsection (A) is complied with; it being clearly understood that the department has no responsibility for enforcing any agreement made between the substituting members of the department; nor any responsibility to enforce the requirement of subsection (A); if either of the parties involved does not appear as agreed, both employees will be charged with the loss of one holiday.

(E) Only members of the department who have completed the recruit probationary period, and who are qualified to fill the position substituted for and into, shall be permitted to participate in substitutions.

(F) A member of the department may initiate a substitution a maximum of twelve (12) times in a contract year, provided that substitutions may not be taken on successive workdays.

(G) A member of the department may not work more than sixteen (16) hours straight, including overtime, without at least a break of eight (8) hours; and

(H) The Union shall indemnify and hold the City harmless for any overtime or cost incurred under State or Federal Wage and Hour Laws or Regulations, by a member involved in a swap.

Section 17.5 - The City may require supervisors to begin a work shift one half (1/2) hour earlier or end one-half hour later than the times set in work shifts; however, no such work shift shall exceed an eight (8) tour duty without compensation according to Article 12. Sergeants will be notified not less than twenty-four (24) hours in advance of such assignments.

ARTICLE 18

SAFETY AND PRODUCTIVITY

Section 18.1

(A) The Union shall have two (2) representatives on a Committee to be known as the Committee on Safety and Productivity. The time spent by members in attending the meetings of this committee called by the City shall be charged against the Union business leave time set forth in Article 6, Section 3. It is understood that the balance of the committee will consist of two (2) members to be named by the Chief of Police and two (2) members to be named by the Mayor of the City. Meetings of the Committee shall be called by the chairperson thereof, at least quarterly, in each calendar year. The chairperson shall be named by the Mayor of the City from amongst the six (6) committee members and may vote to break ties.

(B) In addition to the two (2) representatives named above, the Union may appoint two (2) representatives to the committee who may attend all committee meetings. It is understood that these two (2) Union representatives may not vote at any meetings.

Section 18.2 - As indicated by the title of the committee, its purpose will be to recommend safety and departmental equipment for use by the department as may be practical.

Section 18.3 - Insofar as recommendations concerning increased efficiency within the department is concerned, the City and the Union adopt as the yardstick for the operation of this committee, the recognition that continuing superior service to the public is desirable and is best attained by civic management that is committed to:

(A) Optimum protection

(B) Achieved through constructive, modern, cost conscious methods.

Section 18.4 - Of necessity, taxpayers of this City want municipal protection at the lowest possible cost. However, "lowest possible cost" does not mean sub-standard service; it does mean protection that meets the needs of our City's residents at a cost that compares favorably with service offered by similar governmental units. The measurement of effectiveness (or productivity) for the department is difficult and may, at time, be controversial. The committee will attempt to recommend and to achieve meaningful

objectives in spite of that difficulty. The committee will also evaluate and recommend new methods and new technologies that give promise of better protection to our City's public.

ARTICLE 19

JOB-ACTION RESTRICTION

Section 19.1 - No employee covered by the terms of this agreement shall engage in any strike or slow-down activity or any other form of job-action against the City of Bridgeport, or any of its officials, departments or agencies.

ARTICLE 20

CLASSIFICATION

Section 20.1 - The Civil Service Commission shall, in accordance with the Civil Service Provisions of the Charter, establish and maintain a classification plan and make allocations and reallocations to the classes established thereunder for all positions covered by this agreement provided, however, that such plan and allocations shall be subject to the grievance procedure provided for in Article 12, except that such grievance shall be started at Step (D) of such grievance procedure.

ARTICLE 21

HARBOR PATROL

Section 21.1 - The City and the Union agree that when the City of Bridgeport institutes a Harbor Patrol, temporary assignments to such Harbor Patrol shall be made exclusively by the Chief of Police or his designee. Such temporary assignments may be made at the Chief's discretion from any rank or division within the Bridgeport Police Department.

Section 21.2 - It is further agreed that any Police Department personnel temporarily assigned to the Harbor Patrol shall be members of the bargaining unit. It is further understood that all such assignments shall be in compliance with Section 15-154 of the General Statutes of the State of Connecticut.

ARTICLE 22

MOUNTED PATROL

Section 22.1 - The Mounted Patrol will be a separate unit.

Section 22.2 - Overtime assignments within the Unit shall be equalized as nearly as possible and follow an equalized distribution system for assigning overtime subject to the needs of the patrol. A list of such assignments shall be maintained and posted in the division commander's office.

Section 22.3 - Members of the Mounted Patrol shall be selected based on qualifications, including a physical test related to skills necessary to be a member of the Mounted Patrol from applicants by a committee of three (3) members, two (2) of whom are selected by the Chief and one (1) of whom is selected by the Union. If qualifications are equal, seniority shall control selection.

Section 22.4 - The work schedule and work hours for the Mounted Patrol shall be the administrative schedule.

ARTICLE 23

COMMUNICATIONS CENTER

Section 23.1

(A) All police officers and Sergeants working in the Communications Center shall work a schedule of five (5) consecutive eight (8) hour days, followed by three (3) consecutive days off-duty and then the cycle is repeated, in accordance with Article 17, Section 1 (A), thereof.

(B) The work shifts shall be:

"A" Shift - 11:00 p.m. to 7:00 a.m.

"B" Shift - 7:00 a.m. to 3:00 p.m.

"C" Shift - 3:00 p.m. to 11:00 p.m.

Section 23.2 - There shall be one (1) Police Sergeant assigned in the Communications Center on all shifts.

Section 23.3 - There shall be one (1) Police Officer Teleservice Operator on duty in The Communications Center on all shifts, however, on the "A" Shift, the Teleservice Police Officer may be required to do other work, other than Teleservice work, on said "A" Shift, as needed.

Section 23.4 - Any additional Police Officer(s) assigned to the Communications Center utilized at the discretion of the Department to accomplish related functions therein.

Section 23.5 - There shall be a Lieutenant or Captain, assigned by the Department, as the Officer-In-Charge of the Communication Center, who shall work the Administrative Schedule on the "B" Shift in accordance with Article 17, Section 1, Subsection C, thereof.

Section 23.6 - Except for the Officer-In-Charge position, all other Police Officer and Sergeant positions shall be bid on the basis of seniority within the department in accordance with Article 7, Section 5.

Section 23.7 - It is understood that the position of Telex Operator (44) and the Call-takers/Complaint-takers shall be staffed by civilians, except in an extreme emergency.

Section 23.8 - It is also agreed that no civilians assigned to the Communications Center, or any other civilians, shall replace and/or relieve any Police Officer and do any assignments of said Police Officer(s) except in an extreme emergency.

Section 23.90 - All overtime required, as per Article 14, if any, within said Communications Center, by Police Officers and/or Sergeants, shall be solely scheduled and worked by those Police Officers and/or Sergeants assigned to the Communications Center.

Section 23.10 - The City may utilize civilians to discharge the duties of the Communications Center as follows:

(A) Notwithstanding any of the prior sections of this Article as the positions become open but no later than July 1, 1996, the City shall be entitled to civilianize all positions in the Communications Center, except that of sergeants, the front desk, and the officer in charge in the Communications Center which shall be a lieutenant or a captain.

(B) The front desk, not including the teleservice station, shall remain a part of the uniform patrol division and shall be filled by a police officer and shall be under the supervision of the patrol division.

SECTION III – MONETARY PAYMENTS

ARTICLE 24

WAGES

Section 24.1 – Effective July 1, 2021, wages shall be increased by 3.0 percent. (Exhibit A).

Section 24.2 – Effective July 1, 2022, wages shall be increased by 3.0 percent.

Section 24.3 – Effective July 1, 2023, wages shall be increased by 3.0 percent.

Section 24.4 – Effective July 1, 2024, wages shall be increased by 3.0 percent.

Section 24.5 – Effective July 1, 2025, wages shall increase by 2.0 percent.

Section 24.6 - The Field Training Officers while working as such shall be paid an additional seven and one half percent (7.5%) of their daily wages which pay shall be included in the next pay period. Field training officers shall be selected based on qualifications from applicants by a committee of three (3) members, two (2) of whom are selected by the Chief and one of whom is selected by the Union. If qualifications are equal, seniority shall control selection.

Section 24.7 – The City shall use its best efforts to implement by December 31, 1998 and shall maintain a plan pursuant to Section 414(h) of the Internal Revenue Code so as to facilitate the tax deferral of pension contributions by employees.

Section 24.8 - The City shall use its best efforts to make any retroactive payments for the wage increases within ninety (90) days of approval of this Tentative Agreement by the City Council provided that the union membership shall also have ratified the Tentative Agreement

Section 24.9 – Officers who have received “certification” prior to December 31st of each contract year, pursuant to a test paid for by the City, in a language other than English, will receive a \$750.00 stipend per year paid in the first pay period of April of each contract year, Officers will need to recertify every three (3) years.

ARTICLE 25

MINIMUM PAY FOR CALL BACK AND OFF-DUTY ARRESTS AND OFF-DUTY COURT

Section 25.1 - Whenever the Police Department requires the services of any members of the department and recalls this member to duty, after he or she has completed his or her regular tour of duty, he or she shall be paid for a minimum of four (4) hours of such recall at the rate of time and one-half (1 1/2) the hourly rate of pay.

Section 25.2 - Each such officer recalled to duty on his or her regularly scheduled day off shall be paid a

minimum of four (4) hours pay for such recall at the rate of time and one-half (1 1/2) the hourly rate of pay.

Section 25.3 - Should the recall be directly connected to his or her regular tour of duty he or she shall be paid for the hours worked in excess of his regular tour at the rate of time and one-half (1 1/2) the hourly rate of pay.

Section 25.4 - Whenever any member of this department, while off-duty, makes an arrest, or a juvenile referral, and is required to come to the station house to complete the arrest and write his reports he shall be paid for such work. His superior officer will note the time of arrest and time of completion and submit his name for payment on the overtime sheet, for no less than a minimum of four (4) hours. The payment of recall pay and off-duty arrest will be pursuant to Article 14, Overtime Pay.

Section 25.5 - The day-off is calculated from midnight to midnight. Anytime during this period, if any employee is recalled to duty, he shall be entitled to a minimum of four (4) hours pay calculated as per Article 14, Overtime Pay.

Section 25.6 - After being recalled one day off and he is held beyond midnight, of such recall day, and the second day is also a day off, he then shall get paid for each such hour, or fraction thereof, in addition to the four (4) hours minimum for recall day, provided it is directly connected to the recall period.

Section 25.7 - If he is sent home and is again recalled, on the second day of his scheduled day off, then he again shall be entitled to a minimum of four (4) hours pay as per Article 14, Overtime Pay.

Section 25.8 - No member of this department shall be recalled to duty during or while he is on vacation, by any officer of this Department. Such officer may request his recall and it shall not be binding upon such member to return to duty, but may return at his own option.

Section 25.9 - Nothing in this Article shall prevent the Chief of Police or his designee from ordering all employees back to duty in an emergency.

Section 25.10 - Members of the Department who are subpoenaed for court appearance while off duty or for testimony while off duty by the State Liquor Control Authority, the Department of Motor Vehicles on DWI cases, the Board of Firearms and Permit Examiners on permits, and in other situations as determined by the Chief in his absolute discretion if the testimony directly relates to the officer's performance of police

duties or activities shall be paid in the following manner:

(A) All officers shall be required to have the reverse side of the subpoena time stamped and signed by the state's attorney, assistant state's attorney or inspector (or court advocate at the juvenile court or Commissioner or designee of the above referenced state agencies) and returned to their commanding officer within five (5) days from the appearance date. This procedure is mandatory in order for payment to be made.

(B) Officers shall directly receive the court time payment made by the judicial department. This payment shall be the full and only payment made to the officer for the first full hour of court time or portion thereof. In the event that this court time payment is less than time and one-half the hourly rate (when required) for any member of this bargaining unit the City should compensate the officer for the difference.

(C) All court time worked after the first hour shall be paid at time and one-half (1 1/2) as and if required by the collective bargaining agreement for each hour worked.

(D) Officers working court time shall have the option of working the full hour or eight hours tour of duty as required by the collective bargaining agreement. Officers who wish to exercise this option shall advise their commanding officer as soon as this decision is made. Patrol officers working the extended tour duty shall report for duty in the uniform of the day. All officers shall report to their commanding officer immediately upon being released from court.

Section 25.11 - The City shall adopt a policy that members of the Department who are subpoenaed for depositions or in civil actions for testimony relating to their duties as an employee of the City should be paid by the party issuing the subpoena for all such testimony, including travel, waiting and other time at the overtime rate of pay with a minimum payment of four (4) hours. The City shall provide a copy of the policy to the Union so that the Union may issue mail a notification of this policy to the party issuing the subpoena. The City shall have no responsibility to enforce the policy or to make payment to the officer if the party issuing the subpoena does not make payment.

Section 25.12 – Each such officer recalled to duty shall be paid a minimum of four (4) hours. The City agrees that it shall not employ this language to split an eight (8) hour shift assignment. This is applicable

for all divisions and assignments. This does not apply to section 25.3 and 25.10.

ARTICLE 26

LONGEVITY

Section 26.1

(A) Each employee who has completed five (5) years of service shall be paid an annual longevity, for each year of completed service, calculated by seventy-five dollars (\$75.00) with no cap. The completed years of service shall be as of the employee's anniversary date as per the practice of the City.

Section 26.2 - An employee shall receive his annual longevity increment on the first pay date in December of each agreement year except that he shall receive such longevity increment at the time of his retirement in the event that he retires during the agreement year prior to such first pay date in December.

Section 26.3 - If an employee who is entitled to an annual longevity increment in accordance with the provisions of Section 1 of this Article shall die during the year prior to such first pay date in December, such annual longevity increment shall be paid to his widow(er). If he is not survived by a widow(er), such longevity increment shall be paid to the beneficiary designated by him under the terms of his Life Insurance Policy provided for under Article 30, Section 2.

Section 26.4 - Should an employee be dismissed or voluntarily leave the department, prior to such first pay date in December, such annual longevity increment shall be pro-rated, based on the amount of his service, from the first day of the agreement year through the date of termination.

ARTICLE 27

PREMIUM PAY

Section 27.1

(A) All employees who work on the "C" shift (3:00 pm. to 11:00 p.m. or 4:00 p.m. to 12:00 midnight) shall receive one dollar and thirty five cents (\$1.35) / per hour as premium pay.

(B) All employees who work on the "A" shift (11:00 pm. to 7:00 a.m. or 12:00 midnight to 8:00 a.m.) shall receive one dollar and fifty cents (\$1.50) / per hour as premium pay.

(C) Said premium pay shall be paid each employee, in the weekly check which shall reflect the reason

for the payment.

ARTICLE 28

RETROACTIVE PAYMENT

Section 28.1 - Retroactive payments under this agreement shall apply to all regular earnings, premium pay, and overtime which may have been worked between July 1, 2021 and the date on which this agreement is implemented, by signing or by law unless otherwise specified elsewhere in the Agreement.

SECTION IV – BENEFITS

ARTICLE 29

UNIFORM ALLOWANCE

Section 29.1 – Each new employee who is appointed to the Police Department in lieu of the uniform allowance spelled out in Section 29.2, shall receive the initial uniforms pursuant to a Quartermaster process and the following equipment to be issued and owned by the City: a handgun, an initial box of ammunition, three magazines, a cleaning kit, and a gun belt. The provided uniforms will include all garment and equipment deemed necessary for the academy and the patrol division, including road job gear pursuant to Policy 2.09.

Section 29.2 – All employees presently employed on the first day of this Agreement shall receive a uniform allowance of one thousand dollars (1,000.00) to be paid on October 1st of each agreement year to each active member. This allowance will not be retroactive.

Section 29.3 - Any Detective, newly permanently appointed shall receive one hundred twenty-five dollars (\$125.00) upon appointment.

Section 29.4 - The City shall provide each uniformed employee with their own foul weather gear of good quality and condition. Such clothing shall consist of a reversible raincoat, one side of which shall be of bright or luminous color for traffic duty purposes, boots, rubbers and weatherproof hat cover.

Section 29.5 - Request for replacement of foul-weather gear shall be submitted to the immediate Commanding Officer for approval. The Commanding Officer shall then submit the article to be replaced to the Clerk of the Department, for approval by the Board of Police Commissioners.

Section 29.6 - All personnel shall have the option to carry a back-up weapon not to exceed the equivalent in caliber and comparable in make to their duty weapon. Said back-up weapon will be registered with and ballistically sampled by the department.

ARTICLE 30

HEALTH BENEFITS

Section 30.1 - The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as follows:

- A. Effective October 1, 2018 "Healthcare Benefits" (Medical and Prescription Drugs) will be in accordance with the State of Connecticut Partnership 2.0 Plan.
- B. All Section 1 Benefits (or if appropriate due to age, Medicare Part B and the Medicare Supplement Plan to the extent needed) shall be referred to as "Health Benefits".
- C. The twenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent excluding orthodontia in accordance with the Dental Plan, City of Bridgeport, revised January 1, 1995.
- D. The Vision Service Plan or its equivalent in accordance with Vision Care Benefits for the City of Bridgeport a copy of which is annexed the originals to this contract (the "Vision Plan") (Exhibit C).

Section 30.2 - The City shall provide and pay for the cost of a Group Life Insurance Policy that shall be rounded to the nearest one thousand dollars (\$1,000) of the top grade Police Officer's Annual base salary; the policy shall include death and dismemberment benefits. for all employees

Section 30.3 For employees hired prior to the February 29, 2016, and their surviving spouses, if any, who retire and who (1) have completed twenty-five (25) years of continuous service in the employ of the City in any City department prior to retiring from the police department; or (2) have been deemed eligible for a work related disability pension by CMERS, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement and make contributions to coverage, if any, in accordance with such contract or as said plans have thereafter or may hereinafter, be changed by agreement of the City and retirees.

Section 30.4 – For employees hired prior to February 29, 2016, and their surviving spouses, if any who

retire and who (1) have completed twenty-five (25) years of continuous service in the employ of the City in any City department prior to retiring from the police department; or (2) have been deemed eligible for a work related disability pension by CMERS, the City will provide and pay for benefits under the Medical Plan or for these over sixty-five (65) years of age a supplemental Medicare Part B and plan to Medicare Part B offering benefits equal to the Medical Plan. Such retirees, and their surviving spouses, shall pay premium share in accordance with the contract between the Union and the City. Coverage for surviving spouses shall terminate upon remarriage. Benefits and contributions shall be as set forth or as said benefits and contributions may be changed by agreement of the City and the retirees. Employees hired subsequent to the execution of this Agreement shall not be eligible for retiree medical benefits from the City. In the event an employee is deemed eligible to receive a service connected disability under CMERS said employee shall receive post retirement medical benefits from the City. If an employee is disabled for a non-service connected event said employee shall not be eligible for retiree medical benefits from the City. The Union shall withdraw all grievances and MPPs associated with retiree medical benefits concerning service time with the City.

Section 30.5 - Whenever an employee covered by this agreement is suspended, all Health Benefits and insurance shall be provided throughout the period of suspension. Whenever an employee covered by this agreement is terminated, all Health Benefits and insurance shall be provided throughout the period of termination by the City, provided that the employee has appealed or grieved the termination within the time limits set forth in the disciplinary and/or grievance procedures of this agreement, and for the sooner of that period of time until final decision on such grievance or appeal has been rendered or the period of ninety (90) days from termination whichever is less. Any termination that is sustained by the appeal or grievance process shall result in the employee incurring a debt, promptly due, for the premiums paid during such period of termination. Only the three (3) officers currently on health benefits as of June 1, 2023, after termination, shall remain on health benefit coverage until the final decision on their grievance or appeal.

Section 30.6 - The City may offer the privilege of choosing an alternative health care carrier in lieu of the City's Plans as set forth in Section 1 of this Article. Enrollment periods shall be annually in May of each

year. For employees electing the alternative, the City shall remit monthly to the Plans or administrator an amount up to but not to exceed that which the City pays for the City's Plans as specified in Section 1 of this Article. If the premium for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

Section 30.7 - The City shall be permitted to substitute insurance or Health Benefit arrangements from any source for the Plans provided for in Section 1 of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 1 of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plans specified in Section 1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 1 of this Article and substitution may be proposed for any one or more of the specified coverages.

Section 30.8 - Medicare Part B monthly payments will be reimbursed by the City annually by December 31st of each year for employees who have retired after January 1, 1993 who have such coverage.

Section 30.9 (A) For employees who want the health coverage provided by the City under Section 30.1(A), (B) and (C), the City shall provide a payment as set forth below to defray expenses under the alternative healthcare coverage. To participate in the Insurance Buy-Out Program, the employee must have alternative health insurance coverage. Written proof of alternative coverage is required from either the other employer or insurance carrier and must include the effective date of coverage.

(B) In the event that more than eight (8) employees as of July 1 annually waive health benefit coverage then the payment in lieu of health benefits shall be in the amount of \$2000 per year. The City shall provide notice to the Union of the current number of personnel opting out of health benefit coverage every April 1st. In the event that less than eight (8) employees waive health benefits, then the payment shall be in the amount of \$500 per year. In addition, current employees. Effective July 1, 2015, employees will not be permitted to receive the buyout in the event that they are opting out of the City's plan but are inevitably covered by another employee, i.e., their spouse, in a City plan of any kind, including the Board of Education.

(C) There will be an open enrollment period.

(D) Any employee who has dependent children living out of the State of Connecticut as a result of a divorce or legal separation, may continue their Health Benefits coverage at no cost to the employee (other than employee contributions) provided they verify such dependent's living status to the City. Such verification must be in the form of a sworn affidavit.

Section 30.10 - The City, at its option, may change carriers for the insurance or the method of providing the Health Benefits in this Article, provided the benefits are equal to or better than in all benefits, in the manner of payments, services and procedures for payments.

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

Section 30.11 - Each active employee (and each employee who has retired or will retire on or after the first day of this Agreement and the last day of this Agreement) shall contribute a Premium Cost Share, . For purposes of this Section (and wherever applicable elsewhere in this Article), premium cost shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reduction Act ("COBRA").

A) Effective July 1, 2023, the Premium Cost Share (PCS) paid shall be reduced to 25% for all active employees. Thereafter, the PCS shall increase by 1% per year on July 1st of each year, until a cap of 33 1/3% is reached (In accordance with the

chart below), except as otherwise set forth in paragraph (B) below.

July 1, 2023	25%
July 1, 2024	26%
July 1, 2025	27%
July 1, 2026	28%
July 1, 2027	29%
July 1, 2028	30%
July 1, 2029	31%
July 1, 2030	32%
July 1, 2031	33%
July 1, 2032	33 1/3%

- B) Regular full-time employees hired before January 1, 2012 shall have their PCS contribution capped at twenty five percent (25%) for their health care insurance. This 25% PCS cap is guaranteed to remain in effect for said members throughout their period of employment with the City and their entire period of retirement.

Section 30.12

(A) The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for Health Benefits from the gross income of the employee for tax purposes.

(B) As an alternative to the current Health Benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party. Participation in the Plan shall be voluntary.

Section 30.13

(A) For employees who retire on or after June 30, 2001, and their surviving spouses, if any, the City shall provide and pay for the same Medical Benefits as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or if appropriate due to age, Medicare Part B and the Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the amount of such contributions at retirement plus 50% of any increase in such contributions as such increase may exist from time to time.

If any employee who retires on or after January 1, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse ("Alternative Coverage"), such retiree shall apply for, and if eligible, obtain such Alternate Coverage, provided such Alternate Coverage shall not exceed in cost or contributions by the retiree, the cost or contribution which the retiree would have paid to the City for coverage for Medical Benefits, except as provided below. The retiree shall not take advantage of any buy-out program in lieu of such Alternative Coverage. The retiree and the retiree's spouse shall remain in the City's plan even if Alternative Coverage is obtained, but the City's coverage shall be secondary so long as such Alternate Coverage is available. In the event that the retiree's cost or contribution for such Alternate Coverage would be more than the retiree's payment for the coverage for Medical Benefits provided by the City, and the City shall not have exercised an option to reimburse the retiree or the retiree's surviving spouse, for such additional cost, the coverage for Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse.

Section 30.14 –(A) All employees hired after July 1, 2005, shall be required to submit to annual physical fitness testing, which shall be based upon the “Cooper Standards” used in the Connecticut Municipal Police Academy, a copy of which is attached to this contract as Exhibit D. Refusal or failure to take the annual physical test (except for authorized leave or documented physical incapacity) shall be cause for discipline. Such physical testing shall be conducted during the employee’s regular work shift.

(B) Employees hired after July 1, 2005 will be required to maintain the Percentile of Fitness under the “Cooper Standards” required for graduation for the Connecticut Municipal Police Academy adjusted for age and gender. Any such employee who fails the physical fitness test will be retested within ninety (90)

days. The first failure on a retest will result in a one (1) day suspension without pay. The second failure will result in a five (5) day suspension without pay. Upon a third failure the Chief of Police may initiate action to terminate employment.

(C) The City shall have the right to implement a Cooper's test in accordance with the language of the collective bargaining agreement for all employees hired after July 1, 2005. Said test shall not occur before September 1, 2015.

Section 30.15 – Divorced employees must notify the City within thirty (30) days of the divorce decree (Dissolution/Disposition Date) and complete the necessary forms to remove the ex-spouse. The ex-spouse and any covered step-children shall be ineligible for coverage at the end of the month in which the Dissolution/Disposition Date is adjudged by the court. The City payroll office will deduct any excess payment paid each month in which a spouse and/or step-child were continued in the plan regardless of claims, or repay the City by payroll or pension reduction for the cost of any benefits improperly paid as a result of such failure.

Section 30.16 - The City shall pay for fifty (50%) percent of yearly liability insurance for each officer employed by the City through the AFSCME/PORAC program. The City shall have no obligation to pay any monies for any officer who is not enrolled in and paying for the AFSCME/PORAC program.

ARTICLE 31

EDUCATIONAL REIMBURSEMENT

Section 31.1 - The City shall reimburse each employee for the cost of tuition, books and fees, for courses in which the employee has enrolled within sixty (60) days of submission of those costs, to the Office of Labor Relations, upon satisfactory completion and at a grade of C or better, in each course, and/or in a degree program resulting in a degree at an accredited college or university in subjects which are designed to increase the Officer's proficiency in their present or potential future duty assignments in the Police Department and shall be related to one or more of the following fields: -

- A) Police science or procedure;
- B) Police, criminal justice or public administration;

- C) Police-related investigation procedures;
- D) Forensic sciences;
- E) Psychology;
- F) Computer Science

The maximum reimbursement amount that the City will reimburse is one-hundred thousand dollars (\$100,000.00) for the bargaining unit per contract year. The disbursement of the funds will be on a first come first served basis, until the maximum is reached.

SECTION V – HOLIDAYS AND LEAVES

ARTICLE 32

HOLIDAYS

Section 32.1 - Each employee who works on a legal holiday on a day during which he is regularly assigned to perform such work, or whose normal day-off falls on a legal holiday, or who is on vacation, special leave or injury leave, on administrative leave with pay or administrative status with pay or off duty sick and confined to a hospital, when a legal holiday occurs, shall receive a day off for each such legal holiday.

Section 32.2 - Each employee shall have the option of electing to receive up to a maximum of the number of legal holidays provided in sections 6 and 7 of this Article as such days off in lieu of actual legal holidays or else pay for such days. Each day of holiday pay shall be computed by multiplying the employee's regular hourly rate of pay by eight (8) hours.

Section 32.3 - Each employee who wishes to receive holiday pay in lieu of days off, shall notify the clerk of the Police Department, in writing, prior to February 15, of each fiscal year, of the number of days of holiday pay, up to the maximum number of such days hereinbefore provided, which he/she has elected to receive for that fiscal year. On or before the third (3rd) payday in March, of each fiscal year, the City shall pay to each employee the holiday pay which he/she has so elected to receive for that fiscal year. Additionally, each employee who wishes to may take up to five (5) Banked Holidays in holiday pay provided he notifies in writing the clerk of the Police Department prior to February 15 of each fiscal year

also to be paid out on or before the third (3rd) payday in March of each fiscal year.

Section 32.4 - If any employee has to his credit days off for unused holidays or pay not yet received for holidays at the time of his retirement, death or resignation, he or his widow(er) shall receive, at the time of such retirement, death or resignation, holiday pay for each such unused holiday off or unreceived pay. If such employee shall die and is not survived by a widow(er), such holiday pay shall be paid to his survivor as designated in his insurance policy with the City of Bridgeport, per Article 30, Section 2.

Section 32.5 - Each employee will be given his choice of days, for holidays off, provided, it does not interfere with the normal running of the department and can be used prior to being earned, in that agreement year. Holidays, days-off may be accumulated during the year and from year to year. If, in the judgment of the Board of Police Commissioners, it is impractical to grant days off for unused holidays to certain employees, said Board shall certify this fact to the Personnel Director and such employee shall be paid for each holiday. With the exception of the Patrol Division, Detective Division, and the Union President, the Chief of Police or his designee shall have the right to determine which division shall remain open on any given holiday. The employees assigned to any division which is closed on any given Holiday in accordance with this Section shall have the right to elect to take either a vacation day, compensatory day or a holiday for that day off. The Chief of Police's decision in any given year will have no precedential effect for any future year.

Section 32.6 - For purposes of this Article, the following days shall be considered legal holidays: New Year's Day, Martin Luther King's Birthday, President's Birthday, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

Section 32.7 - If the Mayor officially proclaims on a non-collective bargaining basis a holiday off with pay for all other City employees (other than employees of the Board of Education), this bargaining unit shall receive the same benefit.

Section 32.8 - Each year, each employee shall be given a copy of his/her banked holidays by the Police Department Clerk.

ARTICLE 33

VACATIONS

Section 33.1 - Subject to the needs and normal operation of the department by the Chief of Police, or his designee, each employee will be given his choice of vacation days. In case of conflict, seniority shall be recognized as the determining factor, provided however, that Section 8 of this Article is complied with.

Section 33.2 - The vacation period shall be from April 1 to March 31 following. If, due to the pressure of department business, or by reason of emergency or the requirements of public safety, health or welfare, the department finds it impossible to grant a vacation, or to grant full vacation of an employee in the department, the Chief of Police or his designee shall certify this fact to the Personnel Director, and such employee shall be paid the sums which would have been due to him while on vacation, in addition to his usual salary or wage. If any vacation carryover is unreasonably denied, such denial may be appealed to the Board of Police Commissioners.

Section 33.3 - Vacation leave shall not be cumulative, but shall be taken during the period of April 1 to March 31 following, except if, during any agreement year, an employee, because of sick leave or injury leave is required to cancel all or part of his previously selected vacation leave, and if said employee is unable, because of the limitations provided for in this Article involving the department's necessities, to reschedule, such canceled vacation leave may be taken by said employee during the following agreement year, subject to the limitations of this Article but, additionally, any employee with ten (10) or more years of service, at the employee's option, may carry over into the next vacation year up to a maximum of two (2) vacation weeks, but if said carry-over weeks are not used in said following vacation year, the employee shall be paid for any unused portions thereof at the rate in effect when the entitlement arose and shall be paid on or about the first pay period in May of each year. If said employee dies, prior to the use of such carry-over vacation week(s), the survivor shall be paid for said vacation week(s) at the rate of pay as they were earned. The amount of vacation to be granted to each employee during any vacation year shall be computed according to the length of continuous service of such employee on March 31, of such vacation year. No employee shall be granted vacation in excess of the amount he has earned.

Section 33.4 - Where the work week of the particular employee does not coincide with the calendar week, then, in that event, the calendar week shall be deemed to mean of period of seven (7) consecutive days commencing with the first day of the working week of the individual employee.

Section 33.5 - Any employee who is entitled to a vacation at the time of his retirement, shall receive pay for all such unused vacation leave. In the event that any employee is entitled to vacation leave at the time of his death, his widow(er) shall receive the vacation pay on the same basis as that to which the employee is entitled for a vacation leave due at the time of retirement. If the employee does not have a widow(er), then, in that event, the vacation pay shall be distributed to the beneficiary as stipulated on the beneficiary card of the City's Life Insurance Group Policy, for such employee, per Article 30, Section 2.

Section 33.6 - Any employee may change all or part of his vacation at any time provided that such newly selected vacation is not in conflict with the vacations previously selected, or with holiday days off previously selected and provided that such employee notified, in writing, the commanding office of his division, not less than one (1) day prior to the date when his previously selected vacation is to start, whichever comes first, giving both the original date and the new inclusive dates.

Section 33.7 - Employees with continuous municipal service shall receive the following allotment of annual vacations, effective on the anniversary date of the employee and taken within the vacation year as specified in Section 3, of this Article. For purposes of this Article, a vacation week shall be five (5) working days.

Less than one (1) year of service...one (1) day of vacation with pay, for each month of such continuous service, but not to exceed one (1) week.

One (1) year, but less than five (5) years...two (2) weeks vacation.

Five (5) years, but less than ten (10) years...three (3) weeks vacation.

Ten (10) years, but less than fifteen (15) years...four (4) weeks vacation.

Fifteen (15) years, but less than twenty (20) years...four (4) weeks and three (3) days vacation.

Twenty (20) years and over...five (5) weeks and three (3) days vacation.

Each employee may split up two (2) weeks of vacation, five (5) working days, for each such vacation week to be taken as requested by the employee, subject to the needs and normal operations of the department.

Manpower levels will not be a basis for denying vacation requests, except in emergency situations.

Section 33.8

(A) No employee regardless of seniority, shall choose more than two (2) weeks of vacation during the period of June 1 to September 30, until all employees of that same division or platoon shall have chosen up to two (2) weeks vacation, providing however, that Section (C) (i) and Section (C) (ii) are complied with. Vacation selections will be granted on the basis of Departmental Seniority.

(B) Each successive week of vacation, beyond two (2) weeks, shall be chosen on the same basis of seniority. Exceptions to the above may be permitted only upon the approval of the Chief of Police or his representative.

(C) The basis for determining preference of vacation weeks shall be as follows:

(i) Each employee shall submit three (3) choices of vacation, first, second and third choice, prior to March 1, for vacations commencing on April 1 to be taken by seniority between April 1 and September 30.

(ii) Each employee shall submit three (3) choices of vacation, first, second and third choice, prior to September 15 of each vacation year, for vacations taken by seniority between October 1 and March 31.

(iii) If vacations are not submitted as stipulated in Section (C) (i) and/or Section (C) (ii) of this Article then, in that case, vacations shall be approved on a "first come/first serve" basis. Ties shall be broken by the toss of a coin in the presence of the employee's respective commanding officer or an officer as designated by the respective commanding officers.

Section 33.9 - Should any member of this department terminate his employment with the department for reason other than dismissal, retirement or death and has not used up the vacation he has previously earned and is entitled to receive under this agreement, he shall receive such vacation pay, prorated from April 1 to the date of termination prior to such termination or at the discretion of the department, may be paid for such unused vacation time on the basis as Section 5 of this Article.

Section 33.10 – All police personnel shall bank all unused Vacation time for the fiscal year July 2008 to

June 2009. All unused vacation days shall be converted into either holidays or compensatory days

ARTICLE 34

INJURY LEAVE/SICK LEAVE

Section 34.1 - Employees who are absent from work as a result of job-related injury or illness, and who are eligible for and receiving payments for disability under the Worker's Compensation Act, shall receive payments for the difference between the Worker's Compensation benefit and their net straight time pay not to exceed eighteen (18) months. Officers must report work injuries to their superior officer as soon as he becomes aware that the injury or disability was suffered in the line of duty. For purposes of this Agreement, the term "net straight pay" shall be calculated to equal an officer's straight-time wages based on their current rank. The following items will be excluded in this order: 1) CMERS payments; 2) Medical premium share payments; 3) Tax withholding; 4) Union dues. The supplement referenced herein if due shall be paid by the City on the normal pay day. In addition, if an employee is out on Workers' Compensation and the supplement does not cover the medical premium share that employee shall be treated consistent with the City's practice with other bargaining units. Upon receiving a report that any employee has been injured or disabled in the performance of duty, the superior officer shall make an appropriate entry in the departmental records and an appropriate report of same to the clerk of the department on the form provided. Each employee so injured or disabled shall have the right to choose a physician or physicians from a list of approved health care providers on the City of Bridgeport's Workers Compensation Managed Care Plan, as such may be modified from time to time by the plan administrator and approved by the Workers Compensation Commissioner; provided that an employee may continue to treat with a physician or physicians with whom he/she has been treating where a subsequent injury is a reoccurrence of a prior injury as determined by the Commissioner.

Section 34.2 - As a result of the Arbitration Award in Case No. 9192-MBA-41, effective December 1, 1992, the provisions of C.G.S. Section 7-433(c), as amended, pertaining to heart and hypertension benefits, shall be incorporated herein.

Section 34.3 - The Union agrees that patrol officers shall be able to work light duty in the identification

unit at the patrol rate, in patrol or designated uniform. There shall be no reduction in the number of detectives assigned to this unit as a result of the utilization.

Section 34.4 – Employees on Worker’s Compensation shall be granted leave until they reach maximum medical improvement.

Section 34.5 - Sick leave may be used by any employee incurring any illness or disability, including pregnancy, which causes the employee to be unable to perform the regular duties of his/her employment, up to the limit of the employee’s accumulation. Up to five (5) days per fiscal year of sick leave may also be used in the event of sickness or disability of a member of the employee’s household, or relative for whom the employee has a major care responsibility, which requires the employee to be absent from his/her normal duties.

(A) Effective July 1, 2023, all employees shall earn 1.25 days of sick leave per month to a maximum fifteen (15) days of sick leave in each fiscal year.

(B) The maximum number of sick days that an employee may accrue is two hundred-thirty (230) days. Upon retirement, only those employees actively employed on July 1, 2023, shall be compensated for fifty (50%) percent of their accrued sick days. New employees hired after ratification of this agreement will not be compensated for any accrued sick days upon retirement or separation of employment with the City.

(C) The Union shall have the right to set up a sick leave bank to be used for serious illness. In the event the Union wishes to close and/or end the sick leave bank it shall either wind down the banked days to zero (0) or simply end the bank with no days redistributed to employees or the City. The Union shall hold the City harmless for any action of any kind taken against the City concerning the aforementioned sick leave bank. The phrase “hold harmless” shall include but shall not be limited to payment to the City for all reasonable attorney’s fees and costs incurred by the City. The Union covenants and agrees that it shall not file any MPP, grievance, or action against the City concerning the aforementioned sick leave Bank. Officers in order to be eligible to receive sick time from the sick leave bank must contribute four (4) days of sick time on or before July 1, 2015. Officers hired after July 1, 2015 in order to be eligible to receive

sick time from the sick leave bank must contribute two (2) days of sick time at the commencement of their second year of employment and two (2) days at the commencement of their third year of employment. Once officers have contributed sick days to the bank the City shall on a one time basis contribute three hundred sixty-five (365) days to the bank.

ARTICLE 35

FUNERAL AND PERSONAL LEAVE

Section 35.1 - Each employee shall be granted leave with pay in the event of death in his immediate family. Such leave shall start on the day of the death and continue through and include the day of the burial, except that in no event shall such leave be less than three (3) days commencing with the day of death.

Section 35.2 - For the purpose of this Article the term "immediate family" shall mean and include the following: Mother, Father, Mother-In-Law, Father-In-Law, Sister, Brother, Wife, Husband, Child, Grandparents, Grandchildren, Step Parents, Foster Parents, and Substitute Parents, Daughter-In-Law, and Son-In-Law. In addition, each employee shall be granted leave with pay of one (1) day to attend the funeral or wake of his Brother-In-Law, Sister-In-Law, Step Brother, Step Sister, Aunt or Uncle.

Section 35.3 - Each employee shall be granted four (4) personal days each year for the purpose of conducting personal business, which, if unused, shall be converted into a banked holiday. Probationary employees are not eligible to use a personal day until completion of their probationary period.

Section 35.4 - Approval of a personal day can't be unreasonably withheld except that the City will have the sole discretion to deny such request if it coincides with Thanksgiving Day, the day after Thanksgiving, Christmas or New Years

SECTION VI - MISCELLANEOUS

ARTICLE 36

RESIDENCY

Section 36.1 - There shall be no residency requirement for employees of the Bridgeport Police Department covered by the collective bargaining agreement

ARTICLE 37

EXTRA POLICE

Section 37.1 - Whenever any person or organization, profit or non-profit, is required to or shall seek the services of employees of the Police Department for extra police work, all such work shall be assigned through the Police Department on a rotation basis and is to be voluntary on the part of the employee. .

Section 37.2 (A) The rate of pay for Extra Police Work, will be calculated at Sergeant's pay first step for all officers performing this work and shall be paid at time and one-half (1 ½), with a guarantee of a minimum of four (4) hours pay per assignment, except that, all work performed in excess of eight (8) hours in any one day shall be at time and one half (1 ½) the outside overtime hourly rate of a Sergeant's pay First Step or rank, whichever is applicable.

(B) Extra Police. The City shall have the right to set and increase the surcharge rate. The current rate of seventeen dollars (\$17.00) per hour will be increased to thirty dollars (\$30.00) per hour effective July 1, 2023. Thereafter, the City will have the right to increase the surcharge by 5% per fiscal year. This increase is applicable to construction, utility and road jobs, department store work, small businesses (less than ten (10) employees) or any special events expressed or not expressed in the contract This pay shall not be retroactive.

Section 37.3 - Whenever such person or organization, other than the City of Bridgeport or the Barnum Festival Street Parade, requires or requests such police officer for extra work, profit or non-profit organization, the police officer so assigned will be assigned pursuant to Section 1 of this Article. At all events where six (6) or more officers are assigned, one (1) Detective shall be assigned for each six (6) officers assigned. At no time shall the Police Department authorize auxiliary police or special police to areas of outside extra employment thereby reducing the employment of the regular police of the Bridgeport Police Department, pursuant to this Article, except in cases of extreme emergency. Special Police Officers appointed under Section 23-6 of the City ordinance shall be restricted to the original place of employment.

Section 37.4 - Whenever such person or organization, whether profit or non-profit, shall require the services of such police officers for extra work on Thanksgiving Day, the day before Christmas, Christmas Day, New Year's Eve after 4:00 p.m., and New Year's Day, the rate of pay for such work shall be time and one-half

(1 1/2) the outside overtime hourly rate of pay of such officer or rank, whichever is applicable.

Section 37.5 - To insure the proper and efficient operation of Extra Police Work, the Rules governing such work are attached hereto as Note #15. Any changes, deletions or additions to such attached Rules shall be implemented upon mutual agreement of the City and the Union.

Section 37.6 - Should the necessity arise to cancel the police officer so hired by such person, or organization, a minimum of one (1) hour notice shall be given prior to the starting time. If such person or organization fails to give this minimum of one (1) hour notice, and the police officer has already left his house for the place of employment, such person or organization shall be required to pay the minimum of four (4) hours pay.

Section 37.7 - The efficiency of the department shall not be impaired in order to provide extra police work for any person or organization.

Section 37.8 - The rate of pay for outside work provided in Section 2 above may be changed with the agreement of the Union and the City, however, such rate shall not exceed that specified in Section 2.

Section 37.9 - Whenever an Officer, assigned to the overtime office, is unable to fill an overtime job within twenty-four (24) hours of said job with a Police Officer, the job may be filled by a Detective from an alphabetical Detective list. Such Detective assignment shall be paid at the Sergeant's first step as described in 37.2(A) rate of pay and said Detective shall wear a Police Officer's uniform with the Detective Shield.

It is expressly understood that the list of Police Officers shall be exhausted before hiring a Detective. In the event a Detective is unavailable, the Sergeants shall be asked in alphabetical order if they would accept the extra duty assignment, which will be paid at the Sergeant's first step as described in 37.2(A)work rate of pay.

If no Sergeant is available, a Lieutenant, Captain or Deputy Chief, in ascending order of rank, shall be asked to work in alphabetical order and shall be paid at the Sergeant's first step as described on 37.2(A) extra police work rate of pay.

ARTICLE 38

OUTSIDE EMPLOYMENT

Section 38.1 - The City hereby gives permission to the employees to obtain part-time employment other than police work.

(A) An employee shall submit to the City on October 1st, of every year, in writing, a statement as to the:

- a. Nature of employment and/or name of employer.
- b. Telephone numbers for emergency response.

Section 38.2 - The employee shall resubmit such statement if there is any change in the above information and shall update required outside employment information every October 1st, on the standard department form.

Section 38.3 - No employee shall accept employment which is in conflict with his position as a police officer as defined by state statute.

Section 38.4 - No employee shall work such hours per week or engage in such physical employment as will hinder the performance of his duties in the department.

Section 38.5 - Any employee operating a business which employs on a steady basis other department employees shall promptly report same to the department.

Section 38.6 - An employee shall notify the City as to any injuries received in said "outside" employment.

Section 38.7 - The conditions set forth above shall be the only criteria concerning the rights to "outside" employment.

ARTICLE 39

SAVINGS CLAUSES

Section 39.1 - Should any provision of this agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement, it being the intention of the parties that no portion of this agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

ARTICLE 40

NONDISCRIMINATION

Section 40.1 - The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, handicap, marital status, race, color, creed, national origin, or any other class protected by applicable laws, political affiliation or union membership.

ARTICLE 41

GENERAL PROVISION

Section 41.1 - No employee of the department shall be required to do the work of any other bargaining unit, such as shutting off of fire hydrants. The only time Police Officers will be required to turnoff fire hydrants is when, without the assistance of the Police Department, an emergency could be created or a fire fighter could be in danger of physical attack.

ARTICLE 42

CIVILIANIZATION

Section 42.1 - The City will civilianize the job functions and/or assignments in the following areas: Payroll Clerks (KRONOS); Assistants in Clerk's Office; MIS; Data Analysts; Traffic Engineers; Electric Maintenance Officers; Photo Technicians; Records Room (except for the Sergeant and Lieutenant); Detention (by any means except use of special officers); Outside Overtime Office (The current officer assigned to the Overtime Office, PO Rivera, will remain until his assignment is completed pursuant to Article 7.5(A) at three (3) years from his initial assignment to the position.); Animal Control; Auxiliary Services (all functions except for investigative and appeals functions); and the property room (except that the property room shall remain under the direction of a sergeant, which position shall be biddable, separate from the supervisor of the Records Room). The Chief shall assign one supervisor (Sergeant, Lieutenant or Captain) to oversee Payroll (KRONOS) and the Outside Overtime Office. The current officer in KRONOS can be removed from this assignment anytime after six (6) months from ratification.

The City may hire Parking Enforcement Assistants during B shift hours to tag parking violations in the enforcement of parking ordinances. The employment of said parking enforcement assistants shall not in any way serve as the basis for the elimination of police personnel. If the City seeks to hire more than twelve

(12) such Parking Enforcement Assistants, it shall first negotiate with the Union.

The Records Room is not a biddable position, except for the Sergeant and Lieutenant position.

ARTICLE 43

LIGHT DUTY

The job functions and assignments which will be civilianized, as reflected in Article 42, shall constitute shared work to which light duty employees may be assigned. The Chief may assign light duty employees to the civilianized functions and/or assignments anywhere in the Department, including CAD and may adjust the schedules of such light duty employees as necessary. The assignments of employees to light duty will not exceed the time necessary for the light duty employee to recover to the extent necessary to allow him to return to his regular position; or until it is determined that he will not recover to the extent necessary to allow him to return to his regular position; in which latter case continued assignment to a light duty position will be at the discretion of the Chief.

ARTICLE 44

CONSECUTIVE ABSENCE POLICY

Section 44.1

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

(B) Upon notification from the City to the employee pursuant to Section a. above, the employee must within sixty (60) days present certification from his physician that the employee is able to perform or will be able to perform his job within eighteen (18) months of the date of initial absence. The City shall have the right to send said employee to a physician of its choosing if it so desires. In the event the City elects to send said employee to a physician of its choosing then the City shall pay any out of pocket expenses incurred by said employee for this physician appointment. The initial date of absence shall be the first day the employee was unable to report to work due to illness or injury. Successive periods of absence separated by less than three (3) calendar months are considered as the same absence when the illness or injury rendering

the employee absent remains the same. A return to work light duty on either a full-time or part-time basis shall not alter the original date of absence. If an employee's physician does not certify that the employee is able to perform without limitation the duties of his position or, if in the opinion of a physician selected by the City, the employee is found to be unable to perform said duties, the City may terminate the employee.

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

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

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

ARTICLE 45

DURATION

Section 45.1 - For purposes of this agreement, the effective time will be 00.01 hours, July 1, 2021. The duration of this agreement extend through June 30, 2026 as it applies to all issues in the agreement.

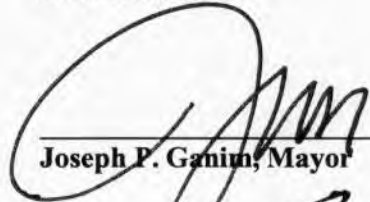
Section 45.2 - Either party wishing to amend or modify such agreement may so notify the other party, in writing by certified mail, no earlier than November 1, 2020, nor less than one hundred twenty (120) days prior to June 30, 2026

Section 45.3 - The City may re-open this agreement concerning any proposed further civilianization of the Communications Center upon thirty (30) days notice to the Union.

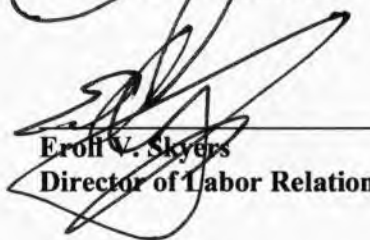
Signature Page

In Witness Whereof, the parties have caused their names to be signed this _____ day of _____, 2022.

FOR THE CITY

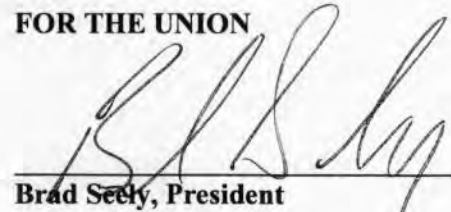


Joseph P. Ganim, Mayor

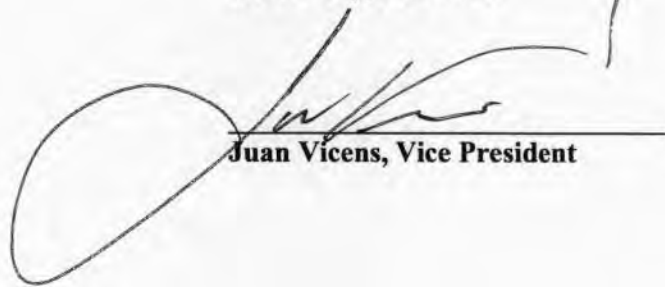


**Erol V. Skyers
Director of Labor Relations**

FOR THE UNION



Brad Seely, President



Juan Vicens, Vice President

ADMINISTRATIVE SCHEDULEAD

Jan - 90

1 31
MTWTFSSMTWTFSSMTWTFSSMTWTFSSMTW
1. 8888600888800088886008888000888

Feb - 90

1 28
TFSSMTWTFSSMTWTFSSMTWTFSSMTW
2. 8600888800088886008888000888

Mar - 90

1 31
TFSSMTWTFSSMTWTFSSMTWTFSSMTWTFSS
3. 8600888800088886008888000888860

Apr - 90

1 30
SMTWTFSSMTWTFSSMTWTFSSMTWTFSSM
4. 088880008888600888800088886008

May - 90

1 31
TWTFSSMTWTFSSMTWTFSSMTWTFSSMTWT
5. 8880008888600888800088886008888

Jun - 90

1 30
FSSMTWTFSSMTWTFSSMTWTFSSMTWTFSS
6. 000888860088880008888600888800

July - 90

1 31
SMTWTFSSMTWTFSSMTWTFSSMTWTFSSMT
7. 0888860088880008888600888800088

Aug - 90

1 31
WTFSSMTWTFSSMTWTFSSMTWTFSSMTWTF
8. 8860088880008888600888800088886

Sept - 90

1 30
SSMTWTFSSMTWTFSSMTWTFSSMTWTFSS
9. 008888000888860088880008888600

Oct - 90

1 31
MTWTFSSMTWTFSSMTWTFSSMTWTFSSMTW

10. 8888000888860088880008888600888

Nov - 90

1 30
T F S S M T W T F S S M T W T F S S M T W T F S S M T W T F

11. 800088886008888000888860088880

Dec - 90

1 31
S S M T W T F S S M T W T F S S M T W T F S S M T W T F S S M

12. 0088886008888000888860088880008

WORK WEEK OF 35.153 OR 35.2 HOURS PER WEEK. THE SEQUENCE IS FOUR 8 HOUR DAYS AND ONE 6 HOUR DAY FOLLOWED BY TWO DAYS OFF. FOUR 8 HOUR DAYS FOLLOWED BY THREE DAYS OFF AND SO ON.

*ADMINISTRATIVE SCHEDULE IS SHOWN WITH FRIDAYS AS 6 HOURS OR OFF DAY ONLY FOR ILLUSTRATIVE PURPOSES. THE SIX (6) HOURS DAY OR OFF DAY MAY ALSO BE ANOTHER DAY OF THE WEEK.

THE ROTATION ESTABLISHED IN 1990 SHALL CONTINUE INTO SUBSEQUENT YEARS.

NOTES

(EXTRA POLICE WORK RULES)

NOTE 1 - The rates set forth in these appendices are annual rates.

NOTE 2 - The top step for the classification of Detective, shall be thirteen percent (13%) above the top step for Police Officers; the top step for the classification of Sergeant shall be fifteen percent (15%) above the top step for Police Officer; the top step for the classification of Lieutenant shall be fifteen percent (15%) above the top step for Sergeant; the top step for the classification of Captain shall be fifteen percent (15%) above the top step for Lieutenant; and, the top step for the classification of Deputy Chief shall be fifteen percent (15%) above the top step for Captain.

NOTE 3 - Any Police Officer (except as indicated in Note 11) with less than six (6) months of service, and any other employee with less than one (1) year of service, in their classification, shall be paid at Step 1 of the salary range of their classification, upon appointment or promotion.

NOTE 4 - Any Police Officer (except as indicated in Note 12) who has completed six (6) months of service shall be paid at Step 2 of their salary range. Any Detective or Sergeant, who has one or more years of service,

in their classification, and any other higher ranking employee who has completed six (6) months but less than one (1) year service, in their classification, shall be paid at Step 2 of the salary range, and shall move to the Top Step six (6) months after reaching Step 2..

NOTE 5 - Any Police Officer (except as indicated in Note 13), Lieutenant, Captain or Deputy Chief who has completed one (1) but less than two (2) years or service, in their classification, shall be paid at Step 3 of the salary range of their classification on the anniversary date of their promotion or appointment. The Top Step will be reached six (6) months after reaching Step 3.

NOTE 6 - Any Police Officer (except as indicated in Note 14) who has completed two (2) or more years of service in their classification, shall be paid at Step 4 of the salary range for their classification on their anniversary date.

NOTE 7 - With the exception of the class of Police Officer, upon the anniversary date when any employee completes the required amount of service, as provided for herein, such employee shall be advanced to the next higher Step in the salary range of their classification.

NOTE 8 - For the purpose of such salary advancement, the term "anniversary date", as used herein, shall mean the date of promotion.

NOTE 9 - No employee who is being promoted to a higher classification shall be required to take a pay cut by reason of such promotion, and if such would otherwise be the case, he shall be advanced to the next higher Step on the promotional salary plan which will pay such employee an annual salary at least equal to, or in excess of, their annual salary prior to such promotion.

NOTE 10 - The City shall provide and pay for local and state gun permits for every member in the bargaining unit.

NOTE 11 - Any Police Officer hired after January 1, 1986 with less than one and one-half (1 1/2) years of service shall be paid at the first step of the salary range.

NOTE 12 - Any Police Officer hired after January 1, 1986 who has completed one and one-half (1 1/2) years of service but less than three and one-half (3 1/2) years of service shall be paid at Step 2 of the salary range on their anniversary date.

NOTE 13 - Any Police Officer hired after January 1, 1986 who has completed three and one-half (3 1/2) years of service but less than five (5) years of services shall be paid at Step 3 of the salary range on their anniversary date.

NOTE 14 - Any Police Officer hired after January 1, 1986 who has completed five (5) years of service shall be paid at Step 4 of the salary range on their anniversary date.

NOTE 15 - EXTRA POLICE RULES

Rule 1 - Assignments will be distributed alphabetically from a rotating list. In cases where an emergency arises the Central Area Commander, or his designee, shall detail an officer to cover the request and later notify the outside overtime office so the officer's name would be adjusted on the rotation list.

Rule 2 - When an officer or detective accepts any outside overtime assignment and for any reason said officer cannot cover the assignment, said officer is to notify the outside overtime officer or the Central Area Commander two (2) hours prior to the start of the assignment so that the next officer on the rotating list can be contacted.

At no time shall an officer give his assignment to any one else on penalty of losing his place on the list. No officer will be allowed to give up an outside overtime assignment, that said officer has already accepted, in order to take a departmental overtime assignment on the same day as this would constitute a violation of this Rule.

Rule 3 - Two separate files shall be kept by the outside overtime office: one for uniformed personnel and one for all Plainclothes detectives. Assignments will be voluntary on the part of the officers. All work normally assigned to the Plainclothes shall be distributed amongst Detective personnel.

Rule 4 - The outside overtime office will leave with the Central Area Commander a list, on a rotating basis, of personnel and Plainclothes personnel that would be notified if employees were needed when the outside overtime office is closed. This list would then be taken to the Central Area Commander and the same procedure would be utilized for weekends and holidays. Employees that refused assignments will be noted on the list.

Rule 5 - Any officer who shall receive outside overtime will be paid for the number of hours worked and, if the outside overtime office is notified that the officer was late for his assigned job, the officer will be docked the

time and the employer will be billed accordingly.

Rule 6 - Whenever the Outside Overtime Office contacts an officer for outside overtime, he/she will be asked if they are available for work. The officer must then inform the Overtime Officer what his available work hours are. The Overtime Officer will then assign the officer the job consistent with the officer's availability, if able. If unable, the officer will be marked as not available and dropped to the end of the rotating List.

Rule 7 - Police personnel will not go to the outside overtime office looking for assignments as all jobs will be assigned by direct phone calls from that office or through the Central Area Commander when the Office is closed.

Rule 8 - All officers given outside overtime assignments will report for duty in the uniform of the day.

Rule 9 - All assignments will be given out from the rotation list and the list will be open for inspection by Union authorized representatives.

Rule 10 - If an officer or detective is off duty, sick or injured the last day of his shift and the officer is scheduled for an outside overtime job(s), the officer will forfeit this assignment(s) due to his condition and the officer shall not be eligible to work any outside overtime until the officer has returned to his/her regular tour of duty or would have returned had he/she not been scheduled to be off for vacation or holiday or other approved leave. The officer will not lose his place on the rotation list. Central Area Commanders will send to the outside overtime office a sick or injured list covering their shifts.

Rule 11 - When any person or organization shall require the services of officers of the Bridgeport Police Department, they will be notified and an investigation will be made and then they will be informed as to what number of officers and supervisors they will need.

Rule 12 - The maximum outside overtime of an employee, if any calendar month, shall not exceed a total of eighty (80) hours worked. Whenever it becomes necessary to use an employee who has achieved the maximum of eighty (80) hours, permission to do so must first be granted by the Deputy Chief of administrative services with notification to the Union.

Rule 13 - Any officer or detective refusing an assignment will be dropped to the end of the rotating list. Any officer or detective who violates any of the Rules governing outside overtime shall be removed from the rotation

list for up to thirty (30) days. Any officer or detective that refuses three (3) consecutive assignments shall also be removed from the rotation list for a period of up to thirty (30) days. Any officer or detective who does not show up for an assignment, after accepting same, shall be removed from the rotation list for up to thirty (30) days.

MILITARY LEAVE POLICY

PURPOSE

To enable employees to secure a leave of absence from work to satisfy military service obligations.

SCOPE

This policy applies to all City of Bridgeport employees.

POLICY

As provided by the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), any employee who leaves for and returns from military service in the United States armed forces, including the Coast Guard, the reserves of any of the armed forces, the National Guard or Public Health Service, shall be eligible for continued health care coverage under the City of Bridgeport medical plan for themselves and their families for up to 18 months, subject to the terms and conditions described below. The employee shall also be entitled to reinstatement to their former position or an equivalent position, as described below.

Eligibility

In order to qualify for a military leave of absence, the employee's service must be in the U.S. armed forces, the reserves, the Coast Guard, the National Guard or the Public Health Service. This policy applies to employees called to active-duty by the United States Government or by proclamation of a State Governor. This policy shall also apply to reserve training leave for inactive duty.

The employee must give the City written notice prior to the leave, unless notice is not possible (i.e., advance notice prohibited because of military necessity).

Continuation of Benefits

An employee, on an approved military leave of absence, will be entitled to a continuation of their health care (medical, prescription drugs, dental, and vision care) benefits through the City subject to the following conditions:

1. If the military leave will be for a period of twelve (12) months or less, the employee must continue to make his/her regular contributions towards the cost of health care coverage for the employee and his/her dependents.
2. If the military leave exceeds twelve (12) months, the employee may choose to continue health care benefits and will be responsible for the appropriate CORBA rates.
3. For employee on active duty, coverage through military health services is the employee's primary coverage. However, if the employee seeks care not covered by the military health plan, the coverage under the City's health care plan will be primary. For the employee's spouse and dependents, the City's health care coverage shall remain their primary coverage.

Job Reinstatement

Following release from military service, an employee shall have such right to reinstatement, as may be required by State and Federal law in effect at the time the employee applies for reinstatement.

A returning employee's period of military service will be counted in determining the employee's vacation, personal and sick leave. In addition, this time will also be counted as covered service for vesting purposes of retirement benefits. However, the employee must make all of the required contributions to the retirement plan for the period of military service. The contributions must be paid within a period equivalent to three times the length of military service, up to a maximum of five years.

Use of Paid and Unpaid Leave

Per C.G.S. § 7-461, any reservist for any branch of the U.S. military, shall be paid the difference between their regular salary and their military salary, for up to thirty (30) days in any calendar year, while they are engaged in field training. If the military salary exceeds the regular salary, the military compensation shall prevail. All other military leave shall be unpaid. If an employee has accrued paid leave (i.e., vacation and personal day), the employee may use his/her accumulated paid leave during their military leave. If the employee does not use accrued paid leave, this time will be credited to the employee upon his/her retirement.

Procedures

An employee requesting a military leave must submit a request to their Department Head and then to the Director of Labor Relations. The employee must give the City advance written notice when possible.

In order to be reinstated, employees must notify the City upon discharge from military duty or within a reasonable time thereafter if the delayed notice is due to factors beyond the employee's control.

Failure to follow these procedures will result in the employee losing their entitlement to the benefits, as provided by this policy. Any employee who does not notify the City following their discharge from military service, in accordance with State and Federal law, will be considered to have voluntarily resigned.

EXHIBIT A

EFFECTIVE DATE	GROUP/BU	GRADE/RANK OR PAYBAND	DESCRIPTION	STEP/LEVEL	HOURLY RATE	ANNUAL SALARY
07/01/2021 P	3401		POLICE OFFICER	0	0	0
07/01/2021 P	3401		POLICE OFFICER	1	32.2775	58913
07/01/2021 P	3401		POLICE OFFICER	2	35.6946	65150
07/01/2021 P	3401		POLICE OFFICER	3	39.7661	72581
07/01/2021 P	3401		POLICE OFFICER	4	42.4168	77419
07/01/2021 P	3404		POLICE DET	0	0	0
07/01/2021 P	3404		POLICE DET	1	45.7094	83429
07/01/2021 P	3404		POLICE DET	2	47.9311	87484
07/01/2021 P	3405		POLICE SGT	0	0	0
07/01/2021 P	3405		POLICE SGT	1	47.1997	86149
07/01/2021 P	3405		POLICE SGT	2	48.7772	89028
07/01/2021 P	3406		POLICE LT	0	0	0
07/01/2021 P	3406		POLICE LT	1	52.9618	96666
07/01/2021 P	3406		POLICE LT	2	54.5194	99509
07/01/2021 P	3406		POLICE LT	3	56.0932	102381
07/01/2021 P	3407		POLICE CAPTAIN	0	0	0
07/01/2021 P	3407		POLICE CAPTAIN	1	58.8906	107487
07/01/2021 P	3407		POLICE CAPTAIN	2	61.6974	112610
07/01/2021 P	3407		POLICE CAPTAIN	3	64.508	117740
07/01/2021 P	3408		POL DEP CHIEF	0	0	0
07/01/2021 P	3408		POL DEP CHIEF	1	67.4103	123037
07/01/2021 P	3408		POL DEP CHIEF	2	70.7194	129077
07/01/2021 P	3408		POL DEP CHIEF	3	74.1858	135404
07/01/2022 P	3401		POLICE OFFICER	0	0	0
07/01/2022 P	3401		POLICE OFFICER	1	33.2456	60680
07/01/2022 P	3401		POLICE OFFICER	2	36.7658	67105

07/01/2022 P	3401	POLICE OFFICER	3	40.9587	74758
07/01/2022 P	3401	POLICE OFFICER	4	43.6895	79742
07/01/2022 P	3404	POLICE DET	0	0	0
07/01/2022 P	3404	POLICE DET	1	47.0809	85932
07/01/2022 P	3404	POLICE DET	2	49.3695	90109
07/01/2022 P	3405	POLICE SGT	0	0	0
07/01/2022 P	3405	POLICE SGT	1	48.6154	88733
07/01/2022 P	3405	POLICE SGT	2	50.2405	91699
07/01/2022 P	3406	POLICE LT	0	0	0
07/01/2022 P	3406	POLICE LT	1	54.5507	99566
07/01/2022 P	3406	POLICE LT	2	56.155	102494
07/01/2022 P	3406	POLICE LT	3	57.7755	105452
07/01/2022 P	3407	POLICE CAPTAIN	0	0	0
07/01/2022 P	3407	POLICE CAPTAIN	1	60.6575	110712
07/01/2022 P	3407	POLICE CAPTAIN	2	63.5481	115988
07/01/2022 P	3407	POLICE CAPTAIN	3	66.443	121272
07/01/2022 P	3408	POL DEP CHIEF	0	0	0
07/01/2022 P	3408	POL DEP CHIEF	1	69.4325	126728
07/01/2022 P	3408	POL DEP CHIEF	2	72.8407	132949
07/01/2022 P	3408	POL DEP CHIEF	3	76.4114	139466
07/01/2023 P	3401	POLICE OFFICER	0	0	0
07/01/2023 P	3401	POLICE OFFICER	1	37.8687	69118
07/01/2023 P	3401	POLICE OFFICER	2	42.1877	77001
07/01/2023 P	3401	POLICE OFFICER	3	45	82134
07/01/2023 P	3401	POLICE OFFICER	4	45.4499	82955
07/01/2023 P	3404	POLICE DET	0	0	0
07/01/2023 P	3404	POLICE DET	1	48.4934	88510

07/01/2023 P	3404	POLICE DET	2	50.8504	92812
07/01/2023 P	3404	POLICE DET	3	51.3587	93740
07/01/2023 P	3405	POLICE SGT	0	0	0
07/01/2023 P	3405	POLICE SGT	1	50.0741	91395
07/01/2023 P	3405	POLICE SGT	2	51.7479	94450
07/01/2023 P	3405	POLICE SGT	3	52.2655	95395
07/01/2023 P	3406	POLICE LT	0	0	0
07/01/2023 P	3406	POLICE LT	1	56.1872	102553
07/01/2023 P	3406	POLICE LT	2	57.8396	105569
07/01/2023 P	3406	POLICE LT	3	59.5091	108616
07/01/2023 P	3406	POLICE LT	4	60.104	109702
07/01/2023 P	3407	POLICE CAPTAIN	0	0	0
07/01/2023 P	3407	POLICE CAPTAIN	1	62.4769	114033
07/01/2023 P	3407	POLICE CAPTAIN	2	65.4547	119468
07/01/2023 P	3407	POLICE CAPTAIN	3	68.4365	124910
07/01/2023 P	3407	POLICE CAPTAIN	4	69.1205	126159
07/01/2023 P	3408	POL DEP CHIEF	0	0	0
07/01/2023 P	3408	POL DEP CHIEF	1	71.5154	130530
07/01/2023 P	3408	POL DEP CHIEF	2	75.0256	136937
07/01/2023 P	3408	POL DEP CHIEF	3	78.7037	143650
07/01/2023 P	3408	POL DEP CHIEF	4	79.4909	145087
07/01/2024 P	3401	POLICE OFFICER	0	0	0
07/01/2024 P	3401	POLICE OFFICER	1	39.0051	71192
07/01/2024 P	3401	POLICE OFFICER	2	43.4533	79311
07/01/2024 P	3401	POLICE OFFICER	3	46.3499	84598
07/01/2024 P	3401	POLICE OFFICER	4	46.8134	85444
07/01/2024 P	3404	POLICE DET	0	0	0
07/01/2024 P	3404	POLICE DET	1	49.9479	91165

07/01/2024 P	3404	POLICE DET	2	52.3755	95596
07/01/2024 P	3404	POLICE DET	3	52.8994	96552
07/01/2024 P	3405	POLICE SGT	0	0	0
07/01/2024 P	3405	POLICE SGT	1	51.5764	94137
07/01/2024 P	3405	POLICE SGT	2	53.3006	97284
07/01/2024 P	3405	POLICE SGT	3	53.8336	98257
07/01/2024 P	3406	POLICE LT	0	0	0
07/01/2024 P	3406	POLICE LT	1	57.8732	105630
07/01/2024 P	3406	POLICE LT	2	59.5749	108736
07/01/2024 P	3406	POLICE LT	3	61.294	111874
07/01/2024 P	3406	POLICE LT	4	61.9071	112993
07/01/2024 P	3407	POLICE CAPTAIN	0	0	0
07/01/2024 P	3407	POLICE CAPTAIN	1	64.3513	117454
07/01/2024 P	3407	POLICE CAPTAIN	2	67.4182	123052
07/01/2024 P	3407	POLICE CAPTAIN	3	70.4892	128657
07/01/2024 P	3407	POLICE CAPTAIN	4	71.1943	129944
07/01/2024 P	3408	POL DEP CHIEF	0	0	0
07/01/2024 P	3408	POL DEP CHIEF	1	73.661	134446
07/01/2024 P	3408	POL DEP CHIEF	2	77.2764	141045
07/01/2024 P	3408	POL DEP CHIEF	3	81.065	147960
07/01/2024 P	3408	POL DEP CHIEF	4	81.8761	149440
07/01/2025 P	3401	POLICE OFFICER	0	0	0
07/01/2025 P	3401	POLICE OFFICER	1	39.7852	72616
07/01/2025 P	3401	POLICE OFFICER	2	44.3222	80897
07/01/2025 P	3401	POLICE OFFICER	3	47.2769	86290
07/01/2025 P	3401	POLICE OFFICER	4	47.7499	87153
07/01/2025 P	3404	POLICE DET	0	0	0
07/01/2025 P	3404	POLICE DET	1	50.9467	92988

07/01/2025 P	3404	POLICE DET	2	53.4231	97508
07/01/2025 P	3404	POLICE DET	3	53.9573	98483
07/01/2025 P	3405	POLICE SGT	0	0	0
07/01/2025 P	3405	POLICE SGT	1	52.608	96020
07/01/2025 P	3405	POLICE SGT	2	54.3667	99230
07/01/2025 P	3405	POLICE SGT	3	54.9103	100222
07/01/2025 P	3406	POLICE LT	0	0	0
07/01/2025 P	3406	POLICE LT	1	59.0308	107743
07/01/2025 P	3406	POLICE LT	2	60.7664	110911
07/01/2025 P	3406	POLICE LT	3	62.5197	114111
07/01/2025 P	3406	POLICE LT	4	63.1453	115253
07/01/2025 P	3407	POLICE CAPTAIN	0	0	0
07/01/2025 P	3407	POLICE CAPTAIN	1	65.6382	119803
07/01/2025 P	3407	POLICE CAPTAIN	2	68.7667	125513
07/01/2025 P	3407	POLICE CAPTAIN	3	71.8989	131230
07/01/2025 P	3407	POLICE CAPTAIN	4	72.6182	132543
07/01/2025 P	3408	POL DEP CHIEF	0	0	0
07/01/2025 P	3408	POL DEP CHIEF	1	75.1342	137135
07/01/2025 P	3408	POL DEP CHIEF	2	78.8219	143866
07/01/2025 P	3408	POL DEP CHIEF	3	82.6863	150919
07/01/2025 P	3408	POL DEP CHIEF	4	83.5137	152429

EXHIBIT B

CONNECTICUT PARTNERSHIP PLAN



A Great Opportunity for Very Valuable Healthcare Coverage

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

The CT Partnership Plan is the same Expanded Access plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That's because they contract with Anthem Blue Cross and Blue Shield (Anthem)—the plan's administrator—to charge lower rates for their services. You have access to Anthem's State Bluecare POS network in Connecticut, and access to doctors and hospitals across the country through the BlueCard® program.*

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

Look inside for a summary of medical benefits, and or visit osc.ct.gov/ctpartner.

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

¹ IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility. Outside your carrier's immediate service area: no co-pay.

² OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance. Outside of carrier's immediate service area: deductible plus 20% coinsurance.

CONNECTICUT PARTNERSHIP PLAN



POS MEDICAL BENEFIT SUMMARY

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

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

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

When you need information about your benefits...

CareCompass.CT.gov is your one-stop shop for benefits and general information on your coverage. Click Partnership to view medical, dental, pharmacy and vision benefit information.

- Access your personalized benefits portal at **carecompass.quantum-health.com**, or by clicking Sign In on the Care Compass home page
- To view forms, visit **CareCompass.CT.gov/forms**, or click the Forms button at the bottom of the Care Compass home page.

When you need benefits support...

You and any enrolled dependents can speak with a personal Care Coordinator (833-740-3258) for help understanding your benefits, finding a doctor, and dealing with the complexities of health care. Quantum Health makes it easier for you to navigate your benefits and access the right care for you by coordinating with your medical, pharmacy, and dental member service teams. Chat with a Care Coordinator 8:30 a.m. – 10 p.m., Monday – Friday, at 833-740-3258, or send a message through your secure portal.

Earn incentives

If you select a Provider of Distinction for a qualifying procedure, you can earn a cash reward!

Visit **CareCompass.CT.gov/providersofdistinction** to search by procedure, provider or facility, or call 833-740-3258 to speak with a personal Care Coordinator.

Doctors, hospitals and provider groups that meet the highest patient care standards are designated "Providers of Distinction." Providers of Distinction members will coordinate your care throughout your entire treatment process, from evaluation through recovery. The best providers within this program are identified as Centers of Excellence.

To view a full list of procedures and incentives, visit **CareCompass.CT.gov/providersofdistinction/#incentives**. Note: The amount of the reward varies by procedure and location.

When you need to find the best provider or to find a location for a routine lab test...

Visit **osc.ct.gov/ctpartner** then scroll to **Find Providers**.

You pay nothing—\$0 copay—for lab tests, if you visit a preferred Site of Service provider. To find a Site of Service provider, contact Anthem or **use the Find Care tool**.

When you're injured...

Your health plan has resources to help you through orthopedic injuries, from diagnosis to minor aches and pains, to surgery and recovery.

Get help diagnosing minor or lingering injuries through a virtual visit. Your provider will help create a rehab program you can do at home.

For surgical procedures, find the best providers for the care you need. Learn more at **CareCompass.CT.gov/orthopedics**.

Help Managing and Reversing Diabetes

Get help managing Type 1 or Type 2 Diabetes with Virta Health. Members are connected and supported with access to a diabetes health coach and receive free testing supplies and tips to manage their A1c. In the diabetes reversal program, where members with Type 2 Diabetes can learn to eat their way to better health with personalized nutrition plans and support from medical providers, professional coaches, and digital health tools.

Help Preventing Diabetes

If you have prediabetes, the digital Diabetes Prevention Program offered by Wellspark can help you prevent diabetes by focusing on lifestyle changes.

To learn more about these programs, visit **CareCompass.CT.gov/diabetes**.

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

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

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

Preferred and Non-Preferred Brand-Name Drugs

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

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

If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It

is not enough for your doctor to note "dispense as written" on your prescription; a separate form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandatory 90-day Supply for Maintenance Medications

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

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on (osc.ct.gov/ctpartner) and scroll down to Pharmacy under Benefit Summaries.)

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

Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2023 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0-5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 5 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	N/A	1 screening between age 45-49**	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years (21+)	Every 3 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years to age 65
Colorectal Cancer Screening†	N/A	N/A	N/A	N/A	N/A	UPDATED 45+: Colonoscopy every 10 years, Annual FIT/FOBT to age 75 or Cologuard screening every 3 years	40-44: N/A

* Dental cleanings are required for family members who are participating in a dental plan sponsored by your employer
 ** Or as recommended by your physician
 † NEW: colorectal screening age requirements lowered to 45 years of age for calendar year 2022 as recommended by US Task Force on Preventive Services

For those with a chronic condition: The household must meet all preventive and chronic requirements to be compliant.

To check your Health Enhancement Program compliance status, visit CareCompass.CT.gov, then sign in or register for your Quantum Health benefits portal. To view your status, click the My Health tab in your portal.

You can also download the MyQHealth app on the App Store or Google Play.

Additional Requirements for Those With Certain Conditions

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

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

If You Do Not Comply with the requirements of HEP

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

Quantum Health is the administrator for the Health Enhancement Program (HEP) and gives you access to your personalized health benefits portal. The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. Login to your personal benefit portal at carecompass.quantum-health.com to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Send a secure message to a Care Coordinator for benefits assistance
- *Connect you to your medical, pharmacy, dental and other healthcare services covered in your plan- with just one login.*

Quantum Health: (833)740-3258, 8:30 a.m.-10 p.m. ET, Mon.-Fri.

**CONNECTICUT
PARTNERSHIP PLAN**



YOUR BENEFIT RESOURCES

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

www.osc.ct.gov/ctpartner
860-702-3560

General benefit questions, Medical, and Health Enhancement Program (HEP)

Quantum Health
CareCompass.CT.gov or login to your benefits portal from Care Compass
833-740-3258

Prescription drug benefits

CVS Caremark
CareCompass.CT.gov/state/pharmacy or login to your benefits portal from Care Compass
1-800-318-2572

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

EXHIBIT C

A LOOK AT YOUR VSP VISION COVERAGE



SEE HEALTHY AND LIVE HAPPY WITH HELP FROM CITY OF BRIDGEPORT AND VSP.



Enroll in VSP® Vision Care to get personalized care from a VSP network doctor at low out-of-pocket costs.

VALUE AND SAVINGS YOU LOVE.

Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras for additional savings.

PROVIDER CHOICES YOU WANT.

With an average of five VSP network doctors within six miles of you, it's easy to find a nearby in-network doctor. Plus, maximize your coverage with bonus offers and additional savings that are exclusive to Premier Program locations.

PREMIER
PROGRAM

USING YOUR BENEFIT IS EASY!

Create an account on vsp.com to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with exclusive member extras. At your appointment, just tell them you have VSP.

Like shopping online? Go to eyeconic.com and use your vision benefits to shop over 50 brands of contacts, eyeglasses, and sunglasses.

QUALITY VISION CARE YOU NEED.

You'll get great care from a VSP network doctor, including a WellVision Exam®—a comprehensive exam designed to detect eye and health conditions.

GET YOUR PERFECT PAIR

EXTRA \$20 +

TO SPEND ON
FEATURED FRAME BRANDS*

bebe CALVIN KLEIN COLE HAAN FLEXON

LACOSTE   NINE WEST

SEE MORE BRANDS AT VSP.COM/OFFERS

UP
TO **40%**
SAVINGS ON LENS
ENHANCEMENTS



Enroll today.

Contact us: **800.877.7195** or vsp.com

YOUR VSP VISION BENEFITS SUMMARY

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

PROVIDER NETWORK:

VSP Signature

EFFECTIVE DATE:

01/01/2020



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
YOUR COVERAGE WITH A VSP PROVIDER			
WELLVISION EXAM	<ul style="list-style-type: none"> Focuses on your eyes and overall wellness 	\$20	Every 12 months
PRESCRIPTION GLASSES		\$30	See frame and lenses
FRAME	<ul style="list-style-type: none"> \$105 allowance for a wide selection of frames \$125 allowance for featured frame brands 20% savings on the amount over your allowance \$60 Costco® frame allowance 	Included in Prescription Glasses	Every 24 months
LENSES	<ul style="list-style-type: none"> Single vision, lined bifocal, and lined trifocal lenses Impact-resistant lenses for dependent children 	Included in Prescription Glasses	Every 12 months
LENS ENHANCEMENTS	<ul style="list-style-type: none"> Standard progressive lenses Premium progressive lenses Custom progressive lenses Average savings of 35-40% on other lens enhancements 	\$50 \$80 - \$90 \$120 - \$160	Every 12 months
CONTACTS (INSTEAD OF GLASSES)	<ul style="list-style-type: none"> \$105 allowance for contacts and contact lens exam (fitting and evaluation) 15% savings on a contact lens exam (fitting and evaluation) 	\$0	Every 12 months
DIABETIC EYECARE PLUS PROGRAM™	<ul style="list-style-type: none"> Retinal screening for members with diabetes Additional exams and services for members with diabetic eye disease, glaucoma, or age-related macular degeneration. Limitations and coordination with your medical coverage may apply. Ask your VSP doctor details. 	\$0 \$20 per exam	As needed
EXTRA SAVINGS	<p>Glasses and Sunglasses</p> <ul style="list-style-type: none"> Extra \$20 to spend on featured frame brands. Go to vsp.com/offers for details. 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam. <p>Routine Retinal Screening</p> <ul style="list-style-type: none"> No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam <p>Laser Vision Correction</p> <ul style="list-style-type: none"> Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor 		

YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS

Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.

Coverage with a retail chain may be different or not apply. Log in to vsp.com to check your benefits for eligibility and to confirm in-network locations based on your plan type. VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.

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VSP, VSP Vision Care for Life, Eyeconic, and WellVision Exam are registered trademarks. VSP Diabetic Eyecare Plus Program is servicemark of Vision Service Plan. Flexon is a registered trademark of Marchon Eyewear, Inc. All other brands or marks are the property of their respective owners.

EXHIBIT D

Cigna Dental Benefit Summary
Bridgeport, City & Board of Education
City Employees Only
Plan Renewal Date: 07/01/2023



Administered by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations. **Your DPPO plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.**

Cigna Dental PPO				
Network Options	In-Network: Total Cigna DPPO Network		Non-Network: See Non-Network Reimbursement	
Reimbursement Levels	Based on Contracted Fees		Maximum Reimbursable Charge	
Calendar Year Benefits Maximum Applies to: Class I, II & III expenses	\$1,000		\$1,000	
Calendar Year Deductible Individual Family	\$25 \$75		\$25 \$75	
Benefit Highlights	Plan Pays	You Pay	Plan Pays	You Pay
Class I: Diagnostic & Preventive Oral Evaluations Prophylaxis: routine cleanings X-rays: routine X-rays: non-routine Fluoride Application Sealants: per tooth Space Maintainers: non-orthodontic Emergency Care to Relieve Pain (Note: This service is administrated at the in network coinsurance level.)	100% No Deductible	No Charge	100% No Deductible	No Charge
Class II: Basic Restorative Restorative: fillings Endodontics: minor and major Periodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Repairs: bridges, crowns and inlays Repairs: dentures Denture Relines, Rebases and Adjustments	80% After Deductible	20% After Deductible	80% After Deductible	20% After Deductible
Class III: Major Restorative Inlays and Onlays Prosthesis Over Implant Crowns: prefabricated stainless steel / resin Crowns: permanent cast and porcelain Bridges and Dentures	50% After Deductible	50% After Deductible	50% After Deductible	50% After Deductible

Benefit Plan Provisions:	
<i>In-Network Reimbursement</i>	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.
<i>Non-Network Reimbursement</i>	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Maximum Reimbursable Charge. The MRC is calculated at the 90th percentile of all provider submitted amounts in the geographic area. The dentist may balance bill up to their usual fees.
<i>Cross Accumulation</i>	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.
<i>Calendar Year Benefits Maximum</i>	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.
<i>Calendar Year Deductible</i>	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.
<i>Carryover Provision</i>	Dental Expenses incurred and applied toward the Individual or Family Deductible during the last 3 months of the calendar year will be applied toward the next year's Deductible.
<i>Pretreatment Review</i>	Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.
<i>Alternate Benefit Provision</i>	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.
<i>Oral Health Integration Program*</i>	<p>The Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with certain medical conditions. There is no additional charge to participate in the program. Those who qualify can receive reimbursement of their coinsurance for eligible dental services. Eligible customers can also receive guidance on behavioral issues related to oral health. Reimbursements under this program are not subject to the annual deductible, but will be applied to the plan annual maximum.</p> <p>For more information on how to enroll in this program and a complete list of terms and eligible conditions, go to www.mycigna.com or call customer service 24/7 at 1-800-Cigna24.</p>
<i>Timely Filing</i>	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
Benefit Limitations:	
Missing Tooth Limitation	For teeth missing prior to coverage with Cigna, the amount payable is 50% of the amount otherwise payable until covered for 24 months; thereafter, considered a Class III expense.
Oral Evaluations/Exams	2 per calendar year.
X-rays (routine)	Bitewings: 2 per calendar year.
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 36 months.
Cleanings	2 per calendar year, including periodontal maintenance procedures following active therapy.
Fluoride Application	1 per calendar year for children under age 19.
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 36 months for children under age 14.
Space Maintainers	Limited to non-orthodontic treatment for children under age 19.
Crowns, Bridges, Dentures and Partials	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once.
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation.
Prosthesis Over Implant	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.

Benefit Exclusions:

Covered Expenses will not include, and no payment will be made for the following:

- Procedures and services not included in the list of covered dental expenses;
- Diagnostic: cone beam imaging;
- Preventive Services: instruction for plaque control, oral hygiene and diet;
- Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars;
- Periodontics: bite registrations; splinting;
- Prosthodontic: precision or semi-precision attachments;
- Implants: implants or implant related services;
- Orthodontics: orthodontic treatment;
- Procedures, appliances or restorations, except full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of dysfunction of the temporomandibular joint (TMJ), stabilize periodontally involved teeth or restore occlusion;
- Athletic mouth guards;
- Services performed primarily for cosmetic reasons;
- Personalization or decoration of any dental device or dental work;
- Replacement of an appliance per benefit guidelines;
- Services that are deemed to be medical in nature;
- Services and supplies received from a hospital;
- Drugs: prescription drugs;
- Charges in excess of the Maximum Reimbursable Charge.

This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail.

Product availability may vary by location and plan type and is subject to change. All group dental insurance policies and dental benefit plans contain exclusions and limitations. For costs and details of coverage, review your plan documents or contact a Cigna representative.

A copy of the NH Dental Outline of Coverage is available and can be downloaded at [Health Insurance & Medical Forms for Customers | Cigna under Dental Forms](#).

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company (CHLIC), Connecticut General Life Insurance Company, and Cigna Dental Health, Inc.

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EXHIBIT E

PHYSICAL FITNESS STANDARDS

BRIDGEPORT POLICE DEPARTMENT

PHYSICAL ABILITY STANDARDS

PHYSICAL AGILITY TEST BATTERY

Minimum Scores for Employment as Police Officer
(Scores Indicate fifth (50th) Percentile of Fitness)

SIT-UP MUSCULAR ENDURANCE - The score is the number of bent-leg sit-ups performed in one minute.

FLEX FLEXIBILITY - The "sit-and-reach" test measures the flexibility of the lower back and hamstrings. The test involves stretching out to touch the toes and beyond with extended arms from the sitting position. The score is in inches reached in a yardstick with the 15" mark being at the toes.

BENCH ABSOLUTE STRENGTH - One (1) repetition maximum bench press using Dynamic Variable Resistance (DVR) protocol. The score is a ratio of weight pressed divided by body weight.

1.5 MI RUN CARDIOVASCULAR CAPACITY - 1.5 mile run. The score is in minutes, seconds.

AGE/SEX	TEST			
MALE	SIT-UP	FLEX	BENCH PRESS	1 ½ MILE RUN
20-29	40	17.5"	106%	12:16
30-39	36	16.5"	93%	12:51
40-49	31	15.25"	84%	13:53
50-59	26	14.5"	75%	14:55
FEMALE	SIT-UP	FLEX	BENCH PRESS	1 ½ MILE RUN
20-29	35	20"	65%	14:55
30-39	27	19"	57%	15:26
40-49	22	18"	52%	16:27
50-59	17	17.75"	46%	17:24

EXHIBIT F



**CITY OF BRIDGEPORT
AND
BRIDGEPORT POLICE, LOCAL 1159 – COUNCIL 4
Memorandum of UNDERSTANDING**

WHEREAS, the City of Bridgeport (hereinafter the "City"), and The Bridgeport Police Union, Local 1159 Council 4, AFSCME, AFLC-CIO (hereinafter the "Union"), are Parties to a Collective Bargaining Agreement ("CBA");

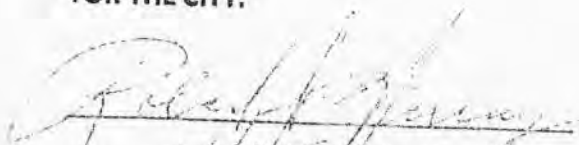
WHEREAS, The CBA dated July 1, 2012-June 30, 2016 provides in Article 30, Section 30.3 and Section 30.4 for health care benefits for employees who were hired prior to the " execution date of this Agreement" and their surviving spouses, if any, who retire and complete 25 years of continuous service in any City department, or who have been found eligible for a work related disability pension by CMERS;

WHEREAS, The City and the Union have been unable to agree to the date referred to as the execution date of this Agreement.


NOW THEREFORE, the City and Union agree to the following:

1. The members of Recruit Class 37 shall be eligible for health benefits pursuant to the language found in Article 30, sections 30.3 and 30.4.
2. This Agreement is entered into without precedent or prejudice to either party and shall not be used as evidence in any other matter except to enforce the terms of this Memorandum.

FOR THE CITY:


Date: 4/15/2021

FOR THE UNION:


Date: 4-15-2021

Item # *85-22 Consent Calendar

Grant Submission: re the Connecticut State Department of Education FY23 - FY25 Bureau of Health/Nutrition, Family Services and Education After-School Grant Program for Grades K-12 (Lighthouse After-School Program).



**Report
of
Committee
on**

Education & Social Services

City Council Meeting Date: August 7, 2023

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign report

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ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Education and Social Services begs leave to report; and recommends for adoption the following resolution:

Item No. *85-22 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
Connecticut State Department of Education
FY 23 - FY 25 Bureau of Health/Nutrition, Family Services and Education
After-School Grant Program for Grades K-12
(Lighthouse After-School Program)**

WHEREAS, the **Connecticut State Department of Education Bureau of Health/Nutrition, Family Services and Education** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Afterschool Grant Program for Grades K-12**; and

WHEREAS, the purpose of the grant program is to provide high-quality programs outside school hours that offer educational enrichment and recreational activities that are designed to reinforce and complement the regular and academic program of students in grades K-12; and

WHEREAS, the City will submit three separate applications to and funds will be used to continue to providing afterschool services to approximately 1,000 youth at nine schools through various partnerships with community agencies. Schools designated to receive services include Black Rock, Geraldine Johnson, John Winthrop, Blackham, Discovery, Hallen and JFK, Roosevelt, and Tisdale Schools; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services Youth Services Division submits an application to the **Connecticut State Department of Education Bureau of Health/Nutrition, Family Services and Education Afterschool Grant Program for Grades K-12** to provide high-quality afterschool programs to students at nine Schools which requires immediate consideration if City Council is desirous of submitting the applications.

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 **Connecticut State Department of Education** for the purpose of its **After-School Grant Program for Grades K-12**.



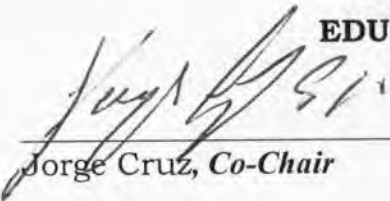
City of Bridgeport, Connecticut Office of the City Clerk

Committee on Education and Social Services
Item No. *85-22 Consent Calendar


-2-

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 Department of Education** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.


RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
EDUCATION AND SOCIAL SERVICES



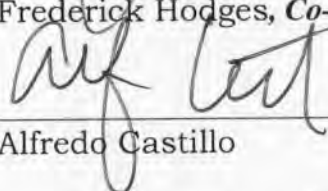
Jorge Cruz, *Co-Chair*



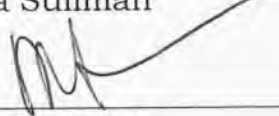
Frederick Hodges, *Co-Chair*



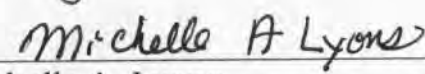
Samia Suliman



Alfredo Castillo



Maria H. Pereira



Michelle A. Lyons

Vacant

Item # 90-22

Agreement with the Bridgeport City Attorneys' Union, Local 1303-272, Council #4, AFSCME, AFL-CIO for the period of January 1, 2023 through December 31, 2026 regarding their Baraineine Unit Contract.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: August 7, 2023

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

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City of Bridgeport, Connecticut Office of the City Clerk


To the City Council of the City of Bridgeport.

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

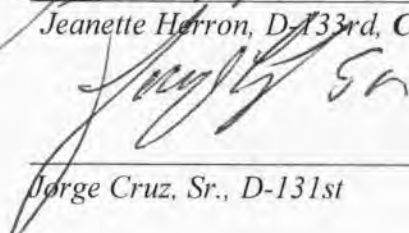
Item No. 90-22

RESOLVED, That the attached Agreement between the City of Bridgeport and the Bridgeport City Attorneys' Union Local 1303-272, Council #4, AFSCME, AFL-CIO regarding their bargaining unit contract for the period of January 1, 2023 through December 31, 2026, be and it hereby is, in all respects, approved, ratified and confirmed.


RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS



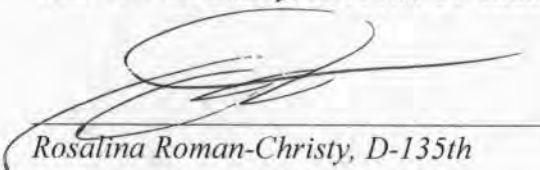
Jeanette Herron, D-133rd, Co-chair



Jorge Cruz, Sr., D-131st

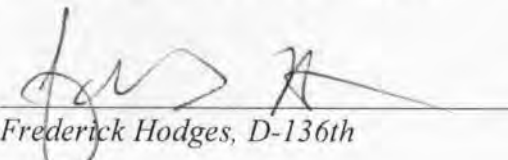


Matthew McCarthy, D-130th, Co-chair

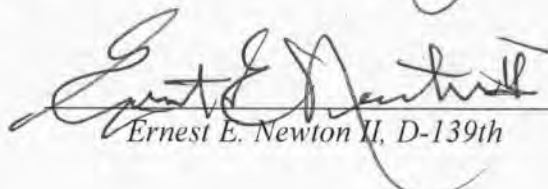


Rosalina Roman-Christy, D-135th

Maria H. Pereira, D-138th



Frederick Hodges, D-136th



Ernest E. Newton II, D-139th

City Council Date: August 7, 2023

CITY OF BRIDGEPORT							
OFFICE OF POLICY AND MANAGEMENT							
FINANCIAL IMPACT OF TENTATIVE WAGE INCREASE CITY ATTORNEY UNION							
COVERING 1/1/2023 THROUGH 12/30/2026							
Contract Term percentage Increase		3.00%	2.75%	2.60%	2.50%		11.2987%
Contract Period covered		1/1/23-12/30/23	1/1/2024-12/30/2024	1/1/2025-12/30/2025	1/1/2026-12/30/2026		Five Years Dollar Impact Compounded
UNION WAGE INCREASE	Total Base Salary	Year 1 Wage Impact 3.00%	Year 2 Impact %	Year 3 Wage Impact 2.60%	Year 4 Wage Impact 2.50%		
CITY ATTORNEY UNION SALARY	1,466,299	3.00%	2.75%	2.60%	2.500%		11,2987%
Annual Wage Increase		43,989	41,533	40,347	39,804		165,673
Compounded Wage Increase		43,989	85,572	125,867	165,673		165,673
Compounded percentage Increase		3.00%	5.83%	8.58%	11.2987%		11.2987%
Annual Wage Merf Contribution	20.39%	8,969	8,469	8,227	8,116		33,781
City Wage Medicare Contribution	1.45%	638	602	585	577		2,402
Annual Compounded Merf/Medicare		9,607	18,678	27,490	36,183		36,183
Health Insurance Roll back from 35% to 25% (2 employees eligible) Effective upon execution		1,350	2,700	2,160	1,650		1,650
Annual Wages+Benefits Dollar Impact		54,946	62,911	69,997	77,637		203,506
Compound Wage+Benefits Dollar Impact		54,946	106,900	155,517	203,506		203,506

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AGREEMENT

between

THE CITY OF BRIDGEPORT

-and-

BRIDGEPORT CITY ATTORNEYS UNION

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

JANUARY 1, 2023 to DECEMBER 31, 2026

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AGREEMENT

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

I. THE UNION AND UNION SECURITY

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - UNION SECURITY AND DUES DEDUCTION

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

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

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

have claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) days after the date such deductions were or should have been made and delivered to the Union. It is also agreed that the obligations of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized by the Union. Upon delivery of a copy of a signed voluntary authorization, all such dues shall be automatically payroll deducted and remitted to the Union.

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

ARTICLE 3 - SUBCONTRACTING

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

ARTICLE 4 - SENIORITY

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

ARTICLE 5 - PROBATIONARY PERIOD

- 5.1** All new employees shall serve a probationary period of six (6) months, and upon successful completion of this period they shall be classified as permanent employees. The probationary period may be extended by the City

an additional six (6) months upon approval of the Director of Labor Relations with written notice to the employee and the union. During probation the department head may terminate or otherwise discipline an employee. Such action may be contested by the grievance procedure through Step 2. This process shall be the sole and exclusive remedy and such action shall not be arbitrable.

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

ARTICLE 6 - LAY-OFF AND RECALL

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

force whether by lay-off, furlough, job elimination or funding elimination.

ARTICLE 7 - UNION ACTIVITIES

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

II. MANAGEMENT AND THE WORKPLACE

ARTICLE 8 - MANAGEMENT RIGHTS

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

hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with express provisions of this agreement. The City shall not exercise its management rights in violation of its obligations under MERA (the Connecticut Municipal Employee Relations Act Conn. Gen. State. #7-467, et seq).

ARTICLE 9 - HOURS OF WORK

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

ARTICLE 10 - DISCIPLINARY PROCEDURE

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

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

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

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

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

STEP 1 - The employee and the Union Representative shall take up the grievance or dispute with the employee's Department Head within ten (10) days of the date of the grievance or the employee's knowledge of its occurrence, whichever is later. The Department Head shall arrange to meet with the employee and the Union Representative to attempt to adjust the matter and shall respond in writing to the Union within seven (7) working days.

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

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

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

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

ARTICLE 12 - TRANSFERS

- 12.1** Employees desiring to transfer to other jobs within the City shall submit an application in writing to their Department Head. The application shall state the reason for the requested transfer.

12.2 Employees requesting transfer or involuntarily transferred for reasons other than the elimination of their jobs shall be transferred to equal or lower paying job classifications, on the basis of seniority, provided he/she has the ability to do the job effectively without further training.

12.3 Employees requesting transfers or involuntarily transferred because of elimination of their jobs or elimination of funding for their jobs shall be transferred to the same or any other job of an equal classification on the basis of seniority.

ARTICLE 13 - AMERICANS WITH DISABILITIES ACT

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

ARTICLE 14 - DRUG AND ALCOHOL TESTING

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

III. MONETARY PAYMENTS

ARTICLE 15 - WAGES

15.1 The salaries of all employees covered by this Agreement shall be in accordance with the plan shown as Appendix A. (attached)

15.2 Effective January 1, 2023, wages shall be increased by three percent (3%).

15.3 Effective January 1, 2024, wages shall be increased by two- and three-quarter percent (2.75%).

15.4 Effective January 1, 2025, wages shall be increased by two and six tenths percent (2.6 %).

15.5 Effective January 1, 2026, wages shall be increase by two- and one- half percent (2.5%).

15.6 In determining an employee's rate of pay for any monetary benefit under this agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate as applicable, whichever is appropriate in determining such benefits.

- 15.7** All employees on an annual salary shall be paid the wages of their classification based on fifty-two (52) weeks.
- 15.8** The City Attorney, with the approval of the Director of Labor Relations, will have discretion to determine the starting Step for any newly hired attorney based on the candidate's skills and abilities.
- 15.9** Effective September 30, 2014, all City Attorney's will have and maintain direct deposit for payroll purposes.

ARTICLE 16 - PAYMENT OF TUITION

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

ARTICLE 17 - LONGEVITY

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

ARTICLE 18 - RETROACTIVE PAYMENTS

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

IV. BENEFITS

ARTICLE 19 - INSURANCE

- 19.1** The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as follows:
- a) "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport

Board of Education Medical Plan.

- b) Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, eighty percent (80%) is paid by the City and twenty percent (20%) is paid by the employee. The co-payment by the employee shall be five dollars (\$5.00) for generic drugs, ten dollars (\$10.00) for drugs on the list of preferred drugs maintained by the City's pharmacy manager; and twenty-five dollars (\$25.00) for all other drugs. Prescriptions shall be limited to a thirty (30) day supply at retail and a ninety (90) day supply at mail order. Mandatory mail order shall be required for maintenance drugs on the list maintained by the City's pharmacy benefits manager for refills of the prescription beyond the third or the co-payments and employee payment provided above shall double at retail (the "Prescription Drug Plan").
- c) The twenty-five dollar (\$25.00) deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").
- d) The Vision Service Plan, or its equivalent, as outlined and attached (the "Vision Plan") as Appendix C

19.1A Effective October 1, 2018, in lieu of the existing health plan offered to employees and retirees (hereinafter "plan participants") administered by CIGNA and Express Scripts, Inc., the Parties agree to switch plan participants to the State of Connecticut Partnership 2.0 Plan (Plan), a summary of which is attached as Appendix B. If at any time the City determines that the cost and/or any of the Plan's components are no longer competitive, the City may terminate the Partnership 2.0 Plan and revert back to the plan design as it existed in the CBA on September 30, 2018. Further, plan participants are subject to Plan changes as the Plan may be amended from time to time.

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

19.3 Retirees prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contract(s). For members who retire on or after 1/1/2018 and meet the eligibility requirements for retiree health benefits; the

retiree and their enrolled eligible spouse at the time of retirement who are provided with a Medicare supplement plan in place of the City's insurance plan; it is agreed that the premium cost share for this insurance coverage shall be based on the premium rate cost of the supplemental plan.

- 19.4** For employees, and their surviving spouses, if any, who retire on or after the first day of this Agreement and on or prior to the last day of the Agreement, the City will provide and pay for benefits under the Medical Plan or, for those over the age of sixty-five (65), a supplemental plan to Medicare offering benefits equal to the Medical Plan and the Prescription Drug Plan. Coverage for surviving spouses shall terminate upon remarriage.
- (a) Effective July 1, 2010 for purposes of this Article "retirees" shall mean employees who: (1) have completed twenty-five (25) years of continuous municipal service regardless of age; and (2) are eligible to receive full pension benefits in accordance with retirement qualification provisions of the Connecticut Municipal Employees Retirement System (CMERS); and retirees must accept Medicare Part B coverage if eligible and pay for the premium.
 - (b) It is the intent of this agreement that for the purpose of determining eligibility for retiree medical benefits all union members hired on or before April 1, 2010 shall be "grandfathered" under the terms specified in this article. All union members whose original date of hire is before April 1, 2010, shall continue to be eligible to retire and receive the medical benefits provided by the current Collective Bargaining Agreement provided they have attained the following: 1. Completed fifteen (15) years of municipal service and are age fifty-five (55) or who have completed twenty-five (25) years of municipal service regardless of age; and 2. Are eligible to receive full pension benefits in accordance with the retirement qualifications provisions of the Connecticut Municipal Employees Retirement System (CMERS). The City and the Union agree to list the names of those employees who are covered under this provision as an addendum to the contract. They are: (*Mark Anastasi, Richard Kasack, Jr., John R. Mitola, and John Bohannon*).
 - (c) Retirees must accept Medicare Part B coverage if eligible

- 19.5** All members of the bargaining unit whose original date of hire is after December 31, 2014 will not be entitled to post-retirement health benefits. It is understood that all union members whose original date of hire is on or prior to December 31, 2014 shall be entitled to post-retirement health benefits if

they satisfy the eligibility requirements specified in this collective bargaining agreement. The Union and City agree to list the names of those employees who are covered under this provision as an addendum to the contract. They are: (*Mark Anastasi, Richard Kasack, Jr., John R. Mitola, and John Bohannon*).

- 19.6** Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension.
- 19.7** The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan or Insurance as set forth in Section 19.1 or 19.1A and Section 19.2 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pays for the City's Plans or Insurance as specified in Section 19.1 or 19.1A and Section 19.2 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.
- 19.8** The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 19.1 or 19.1A of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 19.1 or 19.1A of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plan specified in Section 19.1 or 19.1A of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 19.1 or 19.1A of this Article and substitution may be proposed for any one or more of the specified coverages.
- 19.9** The City shall provide a payment in lieu of health benefits, for employees that waive such coverage, in the amount of five hundred (\$500) dollars per

year. Effective January 1, 2010 the amount will be increased to one thousand five hundred dollars (\$1,500.00). Effective January 1, 2011 the amount will be increased to two thousand dollars (\$2,000.00) and will be capped at two thousand dollars.

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

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

- 19.11** Effective July 1, 2009 all active employees shall contribute 12% of the Premium Cost as defined in this Section for the Medical Plan and Prescription Drug Plan. Effective January 1, 2010 the contribution shall increase to fifteen percent (15%) of the Premium Cost. Effective January 1, 2011 the contribution shall increase to eighteen percent (18%) of the Premium Cost. Effective January 1, 2012 all contributions shall increase to twenty-one percent (21%) of the Premium Cost. Effective January 1, 2013 all contributions shall increase to twenty-five percent (25%) of the Premium Cost. For purposes of this Section, and wherever applicable elsewhere in this Article, "Premium Cost" shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third-party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA").

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

Members of the Union, who were hired after June 30, 2010 shall pay a PCS contribution for their health care insurance according to the following schedule: current members shall start at 25% PCS contribution on July 1, 2023. There will be a one (1) percent increase each year on July 1st in accordance with the chart below for the PCS up to thirty-three and one third (33 1/3) percent. New members hired into the Union will begin at whatever percentage is in effect at the time the employee enters the Union.

July 1, 2023	25%
July 1, 2024	26%
July 1, 2025	27%
July 1, 2026	28%
July 1, 2027	29%
July 1, 2028	30%
July 1, 2029	31%
July 1, 2030	32%
July 1, 2031	33%
July 1, 2032	33 1/3%

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

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

Exceptions to this provision are:

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

19.12 –

- A)** The City may implement and maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for health benefits and for childcare from the gross income of the employee for tax purposes.
- B)** As an alternative to the current health and/or insurance benefits, the City may offer an employee benefits cafeteria plan which allows the employee to

select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party.

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

ARTICLE 20 - PENSION PLAN

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

ARTICLE 21 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

- 21.1** The City recognizes that a wide range of problems not directly associated with ones' job function can have an undesirable effect on an employee's job performance. The City also recognizes that almost any human problem can be successfully treated provided it is identified in its early stages, and referral is made to an appropriate modality of care. This applies whether the problem be one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse or legal problems. It is in the interest of the employee, the employee's family and the City to provide an employee with a service which deals with such persistent problems.
- 21.2** The EAP may establish, and therefore discontinue, and provide its services to all City employees and their immediate family members at no cost to employee or family.
- 21.3** The decision to seek the assistance of EAP is left with the employee. An employee may seek assistance on his/her own or may agree to accept assistance at the suggestion of his/her supervisor.
- 21.4** Employees are assured that their job, future, and reputation will not be jeopardized by utilizing EAP. Strict record confidentiality will be observed at all times. Employees problems causing unsatisfactory job performance will continue to be handled in a forthright manner within the established procedures under this Agreement. There is no conflict or contradiction with such procedures.

- 21.5** No reference or record shall be made or stored in any Personnel, Payroll, Supervisor's, Civil Service Commission, or other file regarding an employee's need for, access to, or use of the EAP. All records of the EAP, including whether or not an employee is participating in EAP, shall be confidential and not available to any person, Supervisor, Commission, Board or other organization, without the employee's express written consent. No employee shall be required to waive such privilege of confidentiality.
- 21.6** To assure consistency and cooperation the appropriate union official will, if the employee consents, become involved when necessary. It should be understood that EAP is a cooperative effort supported by the City and the Unions representing City employees.

V. HOLIDAY AND LEAVES

ARTICLE 22 - HOLIDAYS

22.1 The following days shall be paid holidays:

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

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

- 22.2** If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed the preceding Friday.
- 22.3** If any such holiday shall occur during the vacation of any employee, the employee shall receive an additional day's vacation in lieu thereof.
- 22.4** Any employee on sick leave on any such holiday shall receive his/her regular pay for such day, and the same shall not be charged against his/her accumulated sick leave.

ARTICLE 23 - VACATIONS

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

election is made.

ARTICLE 24 - SICK LEAVE

- 24.1** Sick Leave Allowance - Sick Leave shall be earned by each employee of the bargaining unit, at the rate of twelve (12) days per year, which shall be allotted on January 1st, of each year.
- 24.2** Sick Leave Accumulation - Any unused sick leave of any employee during continuous employment may be accumulated without limit. Sick leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.
- 24.3** A medical certificate, acceptable to the appointing authority, may be required for any absence consisting of four (4) or more consecutive days from City service.
- 24.4** Sick leave accumulated at retirement or death or other separation from City service.
- (a) Upon retirement or other separation from City service, an active employee at the ratification of this agreement shall be credited for the period of time corresponding to the amount of the sick leave accumulated. For accumulated days held on June 30, 1992, the above stated credit shall be paid on a lump sum basis of eight-five (85%) percent of all unused sick leave up to a limit of two hundred fifteen (215) days within fifteen (15) days of the retirement or separation date. For days accumulated after July 1, 1992, the credit shall be paid at the rate of fifty (50%) percent of all unused sick leave up to a limit of two hundred and fifteen (215) days. Employees hired after the ratification of this agreement can accumulate sick days to be saved, but will not be paid out at their separation from City employment.
- (b) On the death of the employee, the amount of sick leave time credited to the employee who is eligible to receive a payout shall be payable to his/her spouse, and/or children, or the estate of the employee.
- 24.5** Usage of accumulated sick leave shall be first from the then current year allotment, then from the days accumulated after July 1, 1992 and thereafter from the accumulated days held on June 30, 1992.
- 24.6** (a) The Department Head shall be responsible for the administration of these provisions, subject to the authority of the Mayor and the Director of

Personnel, when so authorized by the Mayor.

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

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

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

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

ARTICLE 25 - PERSONAL LEAVE

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

ARTICLE 26 - BEREAVEMENT LEAVE

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

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

ARTICLE 27 - LEAVES OF ABSENCES

27.1 A Department Head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period of not to exceed one (1) year. No leave without pay shall be granted without a written request of the employee and guarantee by that employee that he/she will

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

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

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

ARTICLE 28 - PREGNANCY LEAVE

- 28.1** Any employee who becomes medically disabled due to pregnancy or medical complications related to pregnancy and is unable to perform her normally assigned duties shall submit a written statement from her physician indicating her present physical condition, the expected date of child birth, the nature of the medical disability, the limitations to which that disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of the disability.
- 28.2** Any employee so medically disabled shall be granted paid sick leave to the extent accrued, provided that such leave shall be granted only for the duration of such pregnancy or pregnancy disability.
- 28.3** Any employee medically disabled as a result of pregnancy and uses sick leave to the extent accrued shall be entitled to receive all compensation which has been accrued under the various provisions of this agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.
- 28.4** Any employee previously disabled as a result of pregnancy or medical complications related to pregnancy must return to her position when she is physically able to perform her duties. The City may require medical proof of any disability which it considers unduly long in duration.
- 28.5** Parental leave, shall, upon written request to the Department Head, be granted in six (6) month intervals up to a maximum of two (2) years upon the birth or adoption of a child or upon the serious illness of a child. A written

request is required for each six (6) month period. Such request shall not be unreasonably denied. This leave is granted in addition to the sick leave taken pursuant to Article 24. This leave shall be without pay.

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

ARTICLE 29 - WORKERS' COMPENSATION

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

- 29.6** When there is a disagreement between the City and the employee, the determination of the number of weeks the employee was necessarily absent from work by reason of a compensable injury shall be determined by the City's Director of Health or a Medical Doctor to whom such Director delegates his/her authority to make such a determination. If not settled, the grievance procedure set out in this contract may be used.

ARTICLE 30 - JURY DUTY

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

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

VI. MISCELLANEOUS

ARTICLE 31 - CIVIL SERVICE APPLICABILITY

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

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

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

ARTICLE 33 - NONDISCRIMINATION

- 33.1** The provisions of this agreement shall be applied equally to all employees in

the bargaining unit without discrimination because of age, sex, disability, sexual orientation, marital status, race, color, creed, national origin, handicap, political affiliation or union membership. Any alleged violation of this Section of the Agreement may only be processed through the step II of the grievance procedure and no further.

ARTICLE 34 - BULLETIN BOARDS

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

ARTICLE 35 - COPIES OF THE CONTRACT

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

ARTICLE 36 - SAVINGS CLAUSE

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

ARTICLE 37 - MISCELLANEOUS

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

ARTICLE 38 - PRIOR PRACTICE

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

ARTICLE 39 - DURATION

39.1 All provisions of this agreement shall be effective as of the first (1st) day of January 2023 and shall remain in full force and effect until the thirty-first (31st) day of December 2026. It shall be negotiated pursuant to the terms and conditions of M.E.R.A..

ARTICLE 40 - CITY ATTORNEY

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

Signed this Day of _____, 2023.

FOR THE CITY

FOR THE UNION

Joseph P. Ganim
Mayor

John Mitola, Esquire

Domenic Costello
Deputy Director of Labor Relations

APPENDICES

APPENDIX A

Increase ->>	3.0%	2.75%	2.6%	2.5%
Effective date ->>	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Step 1	\$82,919.00	\$85,199.00	\$87,414.00	\$89,599.00
Step 2	\$90,457.00	\$92,945.00	\$95,362.00	\$97,746.00
Step 3	\$101,583.00	\$104,377.00	\$107,091.00	\$109,768.00
Step 4	\$107,832.00	\$110,797.00	\$113,678.00	\$116,520.00
Step 5	\$114,088.00	\$117,225.00	\$120,273.00	\$123,280.00
Step 6	\$120,340.00	\$123,649.00	\$126,864.00	\$130,036.00
Step 7	\$126,589.00	\$130,070.00	\$133,452.00	\$136,788.00
Step 8	\$132,839.00	\$136,492.00	\$140,041.00	\$143,542.00
Step 9	\$139,089.00	\$142,914.00	\$146,630.00	\$150,296.00
Step 10	\$145,340.00	\$149,337.00	\$153,220.00	\$157,051.00
Step 11	\$152,610.00	\$156,807.00	\$160,884.00	\$164,906.00
Step 12	\$159,653.00	\$164,043.00	\$168,308.00	\$172,516.00

APPENDIX B

CONNECTICUT PARTNERSHIP PLAN



A Great Opportunity for Very Valuable Healthcare Coverage

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

The CT Partnership Plan is the same Expanded Access plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That's because they contract with Anthem Blue Cross and Blue Shield (Anthem)—the plan's administrator—to charge lower rates for their services. You have access to Anthem's State Bluecare POS network in Connecticut, and access to doctors and hospitals across the country through the BlueCard® program.*

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

Look inside for a summary of medical benefits, and or visit osc.ct.gov/ctpartner.

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

¹ IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility. Outside your carrier's immediate service area: no co-pay.

¹ OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance. Outside of carrier's immediate service area: deductible plus 20% coinsurance.

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

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

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

When you need information about your benefits...

CareCompass.CT.gov is your one-stop shop for benefits and general information on your coverage. Click Partnership to view medical, dental, pharmacy and vision benefit information.

- Access your personalized benefits portal at **carecompass.quantum-health.com**, or by clicking Sign In on the Care Compass home page
- To view forms, visit **CareCompass.CT.gov/forms**, or click the Forms button at the bottom of the Care Compass home page.

When you need benefits support...

You and any enrolled dependents can speak with a personal Care Coordinator (833-740-3258) for help understanding your benefits, finding a doctor, and dealing with the complexities of health care. Quantum Health makes it easier for you to navigate your benefits and access the right care for you by coordinating with your medical, pharmacy, and dental member service teams. Chat with a Care Coordinator 8:30 a.m. – 10 p.m., Monday – Friday, at 833-740-3258, or send a message through your secure portal.

Earn incentives

If you select a Provider of Distinction for a qualifying procedure, you can earn a cash reward! Visit **CareCompass.CT.gov/providersofdistinction** to search by procedure, provider or facility, or call 833-740-3258 to speak with a personal Care Coordinator.

Doctors, hospitals and provider groups that meet the highest patient care standards are designated "Providers of Distinction." Providers of Distinction members will coordinate your care throughout your entire treatment process, from evaluation through recovery. The best providers within this program are identified as Centers of Excellence.

To view a full list of procedures and incentives, visit **CareCompass.CT.gov/providersofdistinction/#incentives**. Note: The amount of the reward varies by procedure and location.

When you need to find the best provider or to find a location for a routine lab test...

Visit **osc.ct.gov/ctpartner** then scroll to **Find Providers**.

You pay nothing—\$0 copay—for lab tests, if you visit a preferred Site of Service provider. To find a Site of Service provider, contact Anthem or **use the Find Care tool**.

When you're injured...

Your health plan has resources to help you through orthopedic injuries, from diagnosis to minor aches and pains, to surgery and recovery.

Get help diagnosing minor or lingering injuries through a virtual visit. Your provider will help create a rehab program you can do at home.

For surgical procedures, find the best providers for the care you need. Learn more at **CareCompass.CT.gov/orthopedics**.

Help Managing and Reversing Diabetes

Get help managing Type 1 or Type 2 Diabetes with Virta Health. Members are connected and supported with access to a diabetes health coach and receive free testing supplies and tips to manage their A1c. In the diabetes reversal program, where members with Type 2 Diabetes can learn to eat their way to better health with personalized nutrition plans and support from medical providers, professional coaches, and digital health tools.

Help Preventing Diabetes

If you have prediabetes, the digital Diabetes Prevention Program offered by Wellspark can help you prevent diabetes by focusing on lifestyle changes.

To learn more about these programs, visit **CareCompass.CT.gov/diabetes**.

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

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

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

Preferred and Non-Preferred Brand-Name Drugs

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

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

If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It

is not enough for your doctor to note "dispense as written" on your prescription; a separate form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandatory 90-day Supply for Maintenance Medications

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

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on osc.ct.gov/ctpartner) and scroll down to Pharmacy under Benefit Summaries.)

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

Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2023 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0-5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 5 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	N/A	1 screening between age 45-49**	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years (21+)	Every 3 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years to age 65
Colorectal Cancer Screening [†]	N/A	N/A	N/A	N/A	N/A	UPDATED 40-44: N/A 45+: Colonoscopy every 10 years, Annual FIT/FOBT to age 75 or Cologuard screening every 3 years	

* Dental cleanings are required for family members who are participating in a dental plan sponsored by your employer
 ** Or as recommended by your physician
 † NEW: colorectal screening age requirements lowered to 45 years of age for calendar year 2022 as recommended by US Task Force on Preventive Services

For those with a chronic condition: The household must meet all preventive and chronic requirements to be compliant.

To check your Health Enhancement Program compliance status, visit CareCompass.CT.gov, then sign in or register for your Quantum Health benefits portal. To view your status, click the My Health tab in your portal.

You can also download the MyQHealth app on the App Store or Google Play.

Additional Requirements for Those With Certain Conditions

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

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

If You Do Not Comply with the requirements of HEP

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

Quantum Health is the administrator for the Health Enhancement Program (HEP) and gives you access to your personalized health benefits portal. The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. Login to your personal benefit portal at carecompass.quantum-health.com to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Send a secure message to a Care Coordinator for benefits assistance
- *Connect you to your medical, pharmacy, dental and other healthcare services covered in your plan- with just one login.*

Quantum Health: (833)740-3258, 8:30 a.m.-10 p.m. ET, Mon.-Fri.

**CONNECTICUT
PARTNERSHIP PLAN**



YOUR BENEFIT RESOURCES

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

www.osc.ct.gov/ctpartner

860-702-3560

General benefit questions, Medical, and Health Enhancement Program (HEP)

Quantum Health

CareCompass.CT.gov or login to your benefits portal from Care Compass

833-740-3258

Prescription drug benefits

CVS Caremark

CareCompass.CT.gov/state/pharmacy or login to your benefits portal from Care Compass

1-800-318-2572

[REDACTED]

[REDACTED]

[REDACTED]



**A LOOK AT YOUR
VSP VISION COVERAGE**

**SEE HEALTHY AND LIVE HAPPY
WITH HELP FROM CITY OF BRIDGEPORT AND
VSP.**



Enroll in VSP® Vision Care to get personalized care from a VSP network doctor at low out-of-pocket costs.

VALUE AND SAVINGS YOU LOVE.

Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras for additional savings.

PROVIDER CHOICES YOU WANT.

With an average of five VSP network doctors within six miles of you, it's easy to find a nearby in-network doctor. Plus, maximize your coverage with bonus offers and additional savings that are exclusive to Premier Program locations.



Like shopping online? Go to **eyeconic.com** and use your vision benefits to shop over 50 brands of contacts, eyeglasses, and sunglasses.

QUALITY VISION CARE YOU NEED.

You'll get great care from a VSP network doctor, including a WellVision Exam®—a comprehensive exam designed to detect eye and health conditions.

**USING YOUR BENEFIT IS
EASY!**

Create an account on **vsp.com** to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with exclusive member extras. At your appointment, just tell them you have VSP.

GET YOUR PERFECT PAIR

EXTRA \$20 +

TO SPEND ON
FEATURED FRAME BRANDS*

bebe CALVIN KLEIN COLE HAAN FLEXON



NINE WEST

SEE MORE BRANDS AT VSP.COM/OFFERS

UP
TO **40%**
SAVINGS ON LENS
ENHANCEMENTS



Enroll today.

Contact us: **800.877.7195** or vsp.com

YOUR VSP VISION BENEFITS SUMMARY
 CITY OF BRIDGEPORT and VSP provide you with an affordable vision plan.

PROVIDER NETWORK:

VSP Signature

EFFECTIVE DATE:

01/01/2020



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
YOUR COVERAGE WITH A VSP PROVIDER			
WELLVISION EXAM	<ul style="list-style-type: none"> Focuses on your eyes and overall wellness 	\$20	Every 12 months
PRESCRIPTION GLASSES		\$30	See frame and lenses
FRAME	<ul style="list-style-type: none"> \$105 allowance for a wide selection of frames \$125 allowance for featured frame brands 20% savings on the amount over your allowance \$60 Costco® frame allowance 	Included in Prescription Glasses	Every 24 months
LENSES	<ul style="list-style-type: none"> Single vision, lined bifocal, and lined trifocal lenses Impact-resistant lenses for dependent children 	Included in Prescription Glasses	Every 12 months
LENS ENHANCEMENTS	<ul style="list-style-type: none"> Standard progressive lenses Premium progressive lenses Custom progressive lenses Average savings of 35-40% on other lens enhancements 	\$50 \$80 - \$90 \$120 - \$160	Every 12 months
CONTACTS (INSTEAD OF GLASSES)	<ul style="list-style-type: none"> \$105 allowance for contacts and contact lens exam (fitting and evaluation) 15% savings on a contact lens exam (fitting and evaluation) 	\$0	Every 12 months
DIABETIC EYECARE PLUS PROGRAM™	<ul style="list-style-type: none"> Retinal screening for members with diabetes Additional exams and services for members with diabetic eye disease, glaucoma, or age-related macular degeneration. Limitations and coordination with your medical coverage may apply. Ask your VSP doctor details. 	\$0 \$20 per exam	As needed
EXTRA SAVINGS	<p>Glasses and Sunglasses</p> <ul style="list-style-type: none"> Extra \$20 to spend on featured frame brands. Go to vsp.com/offers for details. 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam. <p>Routine Retinal Screening</p> <ul style="list-style-type: none"> No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam <p>Laser Vision Correction</p> <ul style="list-style-type: none"> Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor 		

YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS

Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.

Coverage with a retail chain may be different or not apply. Log in to vsp.com to check your benefits for eligibility and to confirm in-network locations based on your plan type. VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.

APPENDIX D

***Cigna Dental Benefit Summary
Bridgeport, City & Board of Education
City Employees Only
Plan Renewal Date: 07/01/2023***



Administered by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations. **Your DPPO plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.**

Cigna Dental PPO				
Network Options	In-Network: Total Cigna DPPO Network		Non-Network: See Non-Network Reimbursement	
Reimbursement Levels	Based on Contracted Fees		Maximum Reimbursable Charge	
Calendar Year Benefits Maximum Applies to: Class I, II & III expenses	\$1,000		\$1,000	
Calendar Year Deductible Individual Family	\$25 \$75		\$25 \$75	
Benefit Highlights	Plan Pays	You Pay	Plan Pays	You Pay
Class I: Diagnostic & Preventive Oral Evaluations Prophylaxis: routine cleanings X-rays: routine X-rays: non-routine Fluoride Application Sealants: per tooth Space Maintainers: non-orthodontic Emergency Care to Relieve Pain (Note: This service is administrated at the in network coinsurance level.)	100% No Deductible	No Charge	100% No Deductible	No Charge
Class II: Basic Restorative Restorative: fillings Endodontics: minor and major Periodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Repairs: bridges, crowns and inlays Repairs: dentures Denture Relines, Rebases and Adjustments	80% After Deductible	20% After Deductible	80% After Deductible	20% After Deductible
Class III: Major Restorative Inlays and Onlays Prosthesis Over Implant Crowns: prefabricated stainless steel / resin Crowns: permanent cast and porcelain Bridges and Dentures	50% After Deductible	50% After Deductible	50% After Deductible	50% After Deductible

Benefit Plan Provisions:	
<i>In-Network Reimbursement</i>	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.
<i>Non-Network Reimbursement</i>	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Maximum Reimbursable Charge. The MRC is calculated at the 90th percentile of all provider submitted amounts in the geographic area. The dentist may balance bill up to their usual fees.
<i>Cross Accumulation</i>	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.
<i>Calendar Year Benefits Maximum</i>	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.
<i>Calendar Year Deductible</i>	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.
<i>Carryover Provision</i>	Dental Expenses incurred and applied toward the Individual or Family Deductible during the last 3 months of the calendar year will be applied toward the next year's Deductible.
<i>Pretreatment Review</i>	Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.
<i>Alternate Benefit Provision</i>	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.
<i>Oral Health Integration Program*</i>	The Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with certain medical conditions. There is no additional charge to participate in the program. Those who qualify can receive reimbursement of their coinsurance for eligible dental services. Eligible customers can also receive guidance on behavioral issues related to oral health. Reimbursements under this program are not subject to the annual deductible, but will be applied to the plan annual maximum. For more information on how to enroll in this program and a complete list of terms and eligible conditions, go to www.mycigna.com or call customer service 24/7 at 1-800-Cigna24.
<i>Timely Filing</i>	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
Benefit Limitations:	
Missing Tooth Limitation	For teeth missing prior to coverage with Cigna, the amount payable is 50% of the amount otherwise payable until covered for 24 months; thereafter, considered a Class III expense.
Oral Evaluations/Exams	2 per calendar year.
X-rays (routine)	Bitewings: 2 per calendar year.
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 36 months.
Cleanings	2 per calendar year, including periodontal maintenance procedures following active therapy.
Fluoride Application	1 per calendar year for children under age 19.
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 36 months for children under age 14.
Space Maintainers	Limited to non-orthodontic treatment for children under age 19.
Crowns, Bridges, Dentures and Partial	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once.
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation.
Prosthesis Over Implant	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.

Benefit Exclusions:

Covered Expenses will not include, and no payment will be made for the following:

- Procedures and services not included in the list of covered dental expenses;
- Diagnostic: cone beam imaging;
- Preventive Services: instruction for plaque control, oral hygiene and diet;
- Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars;
- Periodontics: bite registrations; splinting;
- Prosthodontic: precision or semi-precision attachments;
- Implants: implants or implant related services;
- Orthodontics: orthodontic treatment;
- Procedures, appliances or restorations, except full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of dysfunction of the temporomandibular joint (TMJ), stabilize periodontally involved teeth or restore occlusion;
- Athletic mouth guards;
- Services performed primarily for cosmetic reasons;
- Personalization or decoration of any dental device or dental work;
- Replacement of an appliance per benefit guidelines;
- Services that are deemed to be medical in nature;
- Services and supplies received from a hospital;
- Drugs: prescription drugs;
- Charges in excess of the Maximum Reimbursable Charge.

This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail.

Product availability may vary by location and plan type and is subject to change. All group dental insurance policies and dental benefit plans contain exclusions and limitations. For costs and details of coverage, review your plan documents or contact a Cigna representative.

A copy of the NH Dental Outline of Coverage is available and can be downloaded at Health Insurance & Medical Forms for Customers | Cigna under Dental Forms.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company (CHLIC), Connecticut General Life Insurance Company, and Cigna Dental Health, Inc.

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OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES
999 BROAD STREET
BRIDGEPORT, CT 06604
TELEPHONE (203) 576-7130

JOSEPH P. GANIM
Mayor

CRAIG NADRIZNY
Director, Public Facilities

August 7, 2023

TO: Frances Ortiz
City Clerk's Office

FOR: City of Bridgeport City Council

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

Thank you,

Craig Nadrizny, Director of Public Facilities

CN:adp

cc: Angel DePara, Public Facilities
Michael Jankovsky, Office of the City Attorney

2023 First Round of City Sidewalk Repair Program list of repairs

RESOLUTION

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

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

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

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

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

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

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

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

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

2023 First Round of City Sidewalk Repair Program list of repairs

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

SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES

At House #	At Street	Zip	First Name	Owner Last	Homeowner	COB	Total
20	Alameda Place	06610	Emilia A.	Cabrera Guerra	\$655.00	\$655.00	\$1,310.00
465	Amsterdam Avenue	06606	Foriane	Rhuma	\$2,878.00	\$2,878.00	\$5,756.00
494	Amsterdam Avenue	06606	Daniel Lorenzetti	and Janice Lorenzetti	\$4,006.50	\$4,006.50	\$8,013.00
720	Arctic Street	06608	Trevor M	Nelson	\$2,979.00	\$2,979.00	\$5,958.00
131	Astoria Avenue	06604	Baetritz	Torres	\$7,778.50	\$7,778.50	\$15,557.00
15	Bartram Avenue	06605	John Klein	and Ann Marie Klein	\$4,742.25	\$4,742.25	\$9,484.50
78	Beechmont Avenue	06606	Torrell	Scott	\$5,307.00	\$5,307.00	\$10,614.00
539	Beechmont Avenue	06606	Emilie Garcon	and Antonine Garcon	\$3,636.50	\$3,636.50	\$7,273.00
220	Black Rock Avenue	06605	Pamela	Cox, et al	\$2,891.50	\$2,891.50	\$5,783.00
43	Bradley Street	06610	Patrick L.	Townsend	\$3,307.00	\$3,307.00	\$6,614.00
320	Bradley Street	06610	Linda	Pizarro et al	\$2,403.50	\$2,403.50	\$4,807.00
346	Bradley Street	06610	Wardell	Burrows	\$3,190.50	\$3,190.50	\$6,381.00
70	Britlin Avenue	06605	Francisco J Rodriguez	and Rodriguez Rodriguez	\$2,774.00	\$2,774.00	\$5,548.00
180	Bunnell Street	06607	Danielle	Bravo-Blackwood	\$3,768.50	\$3,768.50	\$7,537.00
31	Burnsford Avenue	06606	Christopher Gutierrez	and Justo Torres	\$2,847.50	\$2,847.50	\$5,695.00
695	Burnsford Avenue	06606	George Synnott	and Sylvia Synnott	\$3,207.50	\$3,207.50	\$6,415.00
65	Calderwood Court	06605	Ryan Fortsch	and Allie O'Brien	\$7,941.25	\$7,941.25	\$15,882.50
346	Carroll Avenue	06607	Willie	Edmonds, Jr.	\$2,724.50	\$2,724.50	\$5,449.00
59	Chalmers Avenue	06604	James F Capossella	and Lois M Capossella	\$3,145.00	\$3,145.00	\$6,290.00
63	Chalmers Avenue	06604	Nigel	Parris	\$3,812.00	\$3,812.00	\$7,624.00
90	Clarkson Street	06605	Ronald Dale Carroll	and Gail Campbell	\$2,622.00	\$2,622.00	\$5,244.00
540	Clinton Avenue	06605	Dadie Isaac	and Germain Mackenson	\$4,732.50	\$4,732.50	\$9,465.00
821	Colorado Avenue	06604	Steve	Black	\$3,371.00	\$3,371.00	\$6,742.00
309	Courtland Avenue	06605	Martha J.	Patton	\$3,094.50	\$3,094.50	\$6,189.00
225	Dixon Street	06604	Gerald	Remy	\$3,310.50	\$3,310.50	\$6,621.00
59	Edna Street	06610	Alexander	Lopez Perez	\$3,551.50	\$3,551.50	\$7,103.00
213	Ellsworth Street	06605	Violetta	Moreno	\$4,092.50	\$4,092.50	\$8,185.00
274	Ellsworth Street	06605	Corey B	Tippen	\$3,263.50	\$3,263.50	\$6,527.00
41	Fayerweather Terrace	06605	Lisa	Cushman Curran	\$3,112.50	\$3,112.50	\$6,225.00
65	Fayerweather Terrace	06615	Judith Ann	Demshak	\$2,689.00	\$2,689.00	\$5,378.00
97	Fayerweather Terrace	06605	Lydia	Gach-Dunn	\$3,137.50	\$3,137.50	\$6,275.00
41	Garfield Avenue	06606	Janice A.	Davis	\$2,859.50	\$2,859.50	\$5,719.00

SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES

At House #	At Street	Zip	First Name	Owner Last	Homeowner	COB	Total
705	Garfield Avenue	06606	Pauline Griffin	and Monique Griffin	\$4,159.00	\$4,159.00	\$8,318.00
52	Glenbrook Road	06610	Anushka	Saadat	\$3,328.00	\$3,328.00	\$6,656.00
155	Granfield Avenue	06610	Franklin	Reyes	\$3,653.00	\$3,653.00	\$7,306.00
36	Grove Street	06605	Georios Vrachnos	and Ifigenia Vrachnos	\$3,263.00	\$3,263.00	\$6,526.00
235	Grovers Avenue	06605	Andrew Seperack	and Kathleen Seperack	\$10,160.50	\$10,160.50	\$20,321.00
102	Hanover Street	06604	Chanta Duy	and Junto My	\$2,564.00	\$2,564.00	\$5,128.00
625	Hawley Avenue	06606	Anthony Perez	and Maria A Perez	\$4,499.00	\$4,499.00	\$8,998.00
112	Herkimer Street	06604	Keila	Vargas	\$2,809.00	\$2,809.00	\$5,618.00
112	Hillside Avenue	06604	Anthony Pervis Jr.	and Jenane Pervis	\$4,172.00	\$4,172.00	\$8,344.00
123	Hillside Avenue	06604	Kevaughn	Fulton	\$3,087.00	\$3,087.00	\$6,174.00
120	Hollister Avenue	06608	StacyAnn	Edwards	\$3,254.50	\$3,254.50	\$6,509.00
322	Hooker Road	06610	Ramon	Moreno	\$3,494.50	\$3,494.50	\$6,989.00
819	Huntington Tpk	06610	Wieslaw	Gajlewicz, et al	\$6,266.50	\$6,266.50	\$12,533.00
353	Jackson Avenue	06606	Thomas	Santella, Jr.	\$4,373.00	\$4,373.00	\$8,746.00
85	King Street	06605	Michael	Torres	\$2,983.00	\$2,983.00	\$5,966.00
1140	Kossuth Street	06608	Esther	Melendez	\$3,050.50	\$3,050.50	\$6,101.00
231	Lake Avenue	06605	Richard Mahony	and Elizabeth Mahony	\$3,364.00	\$3,364.00	\$6,728.00
1094	Laurel Avenue	06604	Karen V.	Tejeda	\$2,339.00	\$2,339.00	\$4,678.00
1559	Laurel Avenue	06604	Doris Estephan	and Zahi Estephan	\$6,796.00	\$6,796.00	\$13,592.00
261	Lenox Avenue	06605	Ysanne	Johnson	\$2,780.50	\$2,780.50	\$5,561.00
104	Lewis Street	06605	Fanlesha	Beasley	\$4,754.50	\$4,754.50	\$9,509.00
121	Linwood Avenue	06605	Ebony	Williams	\$2,796.50	\$2,796.50	\$5,593.00
125	Livingston Place	06610	Camille E.	Elliott	\$3,463.00	\$3,463.00	\$6,926.00
67	Livingston Street	06605	Patricia A.	Falk	\$3,100.50	\$3,100.50	\$6,201.00
139	Magnolia Street	06610	Gilberto	Maldonado	\$3,764.00	\$3,764.00	\$7,528.00
95	Marion Street	06606	Guillermo	Valdez	\$3,675.00	\$3,675.00	\$7,350.00
280	Midland Street	06605	Maria	Lucia	\$6,999.00	\$6,999.00	\$13,998.00
410	Mill Hill Avenue	06610	Ralph Ford	and Kimberly Ford	\$7,619.00	\$7,619.00	\$15,238.00
136	Morningside Drive	06606	Paula A	Williams	\$2,966.00	\$2,966.00	\$5,932.00
1215	Noble Avenue	06608	Gisele	Philoche	\$6,885.00	\$6,885.00	\$13,770.00
80	Norman Street	06605	Beatriz	Judy, et al	\$3,659.75	\$3,659.75	\$7,319.50
311	Norman Street	06605	Tyrone	Bell	\$6,814.75	\$6,814.75	\$13,629.50

SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES

At House #	At Street	Zip	First Name	Owner Last	Homeowner	COB	Total
2429	North Avenue	06604	Maha Y. Attieh	and Alaa Attieh	\$13,234.50	\$13,234.50	\$26,469.00
270	North Bishop Avenue	06610	Eddie Dixon	and Esther Dixon	\$2,927.50	\$2,927.50	\$5,855.00
540	North Ridgefield Avenue	06610	Carmen	Casado	\$4,290.50	\$4,290.50	\$8,581.00
55	Ohio Avenue	06610	Jose Melendez	Pino, et al (Surv of them)	\$3,396.50	\$3,396.50	\$6,793.00
114	Orchard Street	06608	Angela	Smille	\$3,595.00	\$3,595.00	\$7,190.00
299	Pacific Street	06604	Derrick A.	Riley, et al	\$2,494.00	\$2,494.00	\$4,988.00
299	Pasadena Place	06610	Jean Valburn	and Michelle Valburn	\$3,026.00	\$3,026.00	\$6,052.00
300	Pasadena Place	06610	Richard Pfeifer	and Deborah Pfeifer	\$3,928.00	\$3,928.00	\$7,856.00
797	Pearl Harbor Street	06610	Catalina	Alicia	\$4,953.00	\$4,953.00	\$9,906.00
162	Prince Street	06610	Norberto	Colon Malave	\$3,608.00	\$3,608.00	\$7,216.00
97	Princeton Street	06607	Eduardo	Melendez	\$3,315.50	\$3,315.50	\$6,631.00
256	Remington Street	06610	Delroy Anthony	Campbell	\$1,764.00	\$1,764.00	\$3,528.00
65	Ridgefield Avenue	06606	Wilfredo	Robles, et al	\$2,736.50	\$2,736.50	\$5,473.00
424	Ridgefield Avenue	06610	Braulio	Marquez	\$3,788.50	\$3,788.50	\$7,577.00
316	Ruth Street	06606	Joan	Quintyne	\$1,996.50	\$3,596.50	\$5,593.00
644	Ruth Street	06606	Divair A	De Almedia Jr	\$3,777.00	\$3,777.00	\$7,554.00
383	Soundview Avenue	06606	Rafael & Sonia	Vargas	\$8,987.00	\$8,987.00	\$17,974.00
31	Taft Avenue	06606	Aoukik	Panwala	\$4,355.00	\$4,355.00	\$8,710.00
340	Valley Avenue	06606	Lorraine	Richards	\$3,099.00	\$3,099.00	\$6,198.00
235	Village Lane	06606	Stuart Silverstein	and Jennifer Silverstein	\$6,108.50	\$6,108.50	\$12,217.00
192	Weber Avenue	06610	David	Reyes	\$3,555.00	\$3,555.00	\$7,110.00
252	West Avenue	06604	Eva R.	Canales	\$13,298.00	\$13,298.00	\$26,596.00
490	West Jackson Avenue	06604	Carlos	Gomes	\$3,785.50	\$3,785.50	\$7,571.00
344	West Morgan Avenue	06604	Lorraine Bennett	Dawkins	\$3,087.00	\$3,087.00	\$6,174.00
530	Westfield Avenue	06606	Mary	Poyntz-Messiah	\$3,871.50	\$3,871.50	\$7,743.00
479	Wood Avenue	06605	Joan	Spence	\$6,884.50	\$6,884.50	\$13,769.00
1042	Wood Avenue	06604	Alicia	Fajardo, et al	\$3,309.00	\$3,309.00	\$6,618.00