

AGENDA

CITY COUNCIL MEETING

TUESDAY, JANUARY 2, 2024

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: November 6, 2023

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 28-23** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Megha Jain – Docket No. 3:22-cv-00874 (VDO), referred to Miscellaneous Matters Committee.
- 29-23** Communication from Labor Relations re: Proposed Tentative Agreement with The Connecticut Laborers’ District Council for the Bridgeport Public Employees Union Local 665 (LIUNA) regarding their Bargaining Unit Contract from July 1, 2022 through June 30, 2026, referred to Contracts Committee.
- 30-23** Communication from Mayor re: Proposed Professional Services Agreement with Griffin & Strong P.C. regarding the creation of a New Disparity Study for the City, referred to Contracts Committee.

ROLL CALL VOTE ITEMS:

- *08-23** Miscellaneous Matters Committee Report re: Appointment of Jerome Roberts (U) to the Fair Rent Commission.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *23-23** Miscellaneous Matters Committee Report re: Approval to Establish Two (2) New Permanent Positions for the Job Classification and Specifications of the Library Maintenance and Facilities Manager and the Library Information Technology Services Manager (ITS) Pursuant to Municipal Charter, Chapter 17, Section 206(d).

MATTERS TO BE ACTED UPON:

- 20-23** Miscellaneous Matters Committee Report re: Resolution Calling for an Immediate De-escalation and Permanent Ceasefire in Israel, Gaza, and the Occupied West Bank.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, JANUARY 2, 2024 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	Municipal Governance.
2.) Mohammad Shaham 866 Beechmont Ave. Bridgeport, CT 06606	Cease fire in Gaza.
3.) Mustafa Salahuddin 56 Stoehr Place Bridgeport, CT 06606	Israeli Cease Fire in Gaza/Palestine.
4.) Anthony Bennett 45 East Eaton Street Bridgeport, CT 06604	Resolution calling for an Immediate De-escalation and Permanent Ceasefire in Israel, Gaza, and the occupied West Bank.
5.) Aziz Seyal Bridgeport Islamic Community Center 703 State Street Bridgeport, CT 06604	Resolution calling for an Immediate De-escalation and Permanent Ceasefire in Israel, Gaza, and the occupied West Bank.
6.) Victoria Majewski 378 Willow Street Bridgeport, CT 06610	Resolution calling for an Immediate De-escalation and Permanent Ceasefire in Israel, Gaza, and the occupied West Bank.
7.) Shaakour Abuzneid BICC – Board of Trustees 703 State Street Bridgeport, CT 06604	Resolution calling for an Immediate De-escalation and permanent Ceasefire in Israel, Gaza, and the occupied West Bank.
8.) Linda (Lou) Biafore 325 Lafayette Street Bridgeport, CT 06604	Ceasefire Resolution.
9.) Maha Attieh 2429 North Avenue Bridgeport, CT 06604	Resolution calling for an Immediate De-escalation and Permanent Ceasefire in Israel, Gaza, and the occupied West Bank.
10.) Al' Urdun Islam 136 George Street Bridgeport, CT 06604	Resolution calling for an Immediate De-escalation and Permanent Ceasefire in Israel, Gaza, and the occupied West Bank.

**CITY OF BRIDGEPORT
CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM - TUESDAY, JANUARY 2, 2024
City Council Chambers,
City Hall
45 Lyon Terrace
Bridgeport, CT 06604**

CALL TO ORDER

Council President Aidee Nieves called the Public Speaking Session of the City Council to order at 6:45 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

130th District: Scott Burns (Absent), Matthew McCarthy (Absent)
131st District: Jorge Cruz, Tyler Mack
132nd District: Dasha Spell, Rolanda Smith (Absent)
133rd District: Jeanette Herron, Aikeem Boyd
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Mary McBride-Lee, Richard Ortiz
136th District: Frederick Hodges, Alfredo Castillo (Absent)
137th District: Aidee Nieves, Maria Valle
138th District: Maria Pereira, Jazmarie Melendez
139th District: Eneida Martinez, Ernest Newton

RECEIVED
CITY CLERKS OFFICE
2024 JAN - 9 PH 4: 15
ATTEST
CITY CLERK

A quorum was present.

Council President Nieves addressed those in attendance and read the rules for public comments. Those that signed up for public speaking may come forward to the podium when their name is called, state name and address.

THE FOLLOWING NAMED PERSONS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, JANUARY 2, 2024 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

There were in total ten speakers, ten speakers were registered and one from the floor.

Public Speakers:

1. **John Marshall Lee**, 30 Beacon Street Bridgeport, spoke about municipal government and the need to have more opportunity for community involvement, greater public attendance at meetings like this crowd here in protest of the petition for a ceasefire in Gaza

2. **Mohammad Shaham**, 866 Beechmont Ave. Bridgeport. My name is Mohammad Nazme Shaham. I'm here today in silence...Silence will speak for itself... Silence.... Silence for the need for a ceasefire in Palestine.

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3. **Mustafa Salahuddin Israeli** 56 Stoehr Place Bridgeport, spoke in support of the immediate cease fire in Gaza/Palestine.

4. **Aziz Seyal**, 703 State Street Bridgeport, spoke in support of the resolution calling for an immediate de-escalation and permanent ceasefire in Israel, Gaza, and the occupied West Bank. He and his family and friends of the community mourn the loss of innocent lives, and this must come to an end.

5. **Victoria Majewski**, 378 Willow Street, Bridgeport spoke in support of the resolution calling for an immediate de-escalation and permanent ceasefire in Israel, Gaza, and the occupied West Bank.

6. **Shaakour Abuzneid**, 703 State Street, Bridgeport, spoke in support of the Resolution calling for an immediate de-escalation and permanent ceasefire in Israel, Gaza, and the occupied West Bank.

7. **Linda Biafore**, 325 Lafayette Street Bridgeport, spoke in support of the Resolution calling for an immediate de-escalation and permanent ceasefire in Israel, Gaza, and the occupied West Bank.

8. **Maha Attieh**, North Avenue Bridgeport, spoke in support of the Resolution calling for an immediate de-escalation and permanent ceasefire in Israel, Gaza, and the occupied West Bank.

9. **Al' Urdun**, 136 George Street, Bridgeport, spoke in support of the Resolution calling for an immediate de-escalation and permanent ceasefire in Israel, Gaza, and the occupied West Bank.

10. **Carmen Lopez** (*comment from the floor, document provided for the record*)

Good evening,

My name is Carmen L. Lopez. I am a resident and taxpayer of the City of Bridgeport. I am here to speak on Agenda Item Number 20-23, a resolution calling for an Immediate De-escalation and Permanent Ceasefire in Israel, Gaza and the Occupied West Bank.

I have reviewed the language of the resolution, and it is filled with historical inaccuracies and lacks balance and context. According to the minutes of your meeting of December 4, 2023, this resolution was added to your agenda off the floor by a unanimous vote of all 20 members.

Public Speaker #10 continued.

In other words, this matter did not appear on your agenda; notice was not provided to the public regarding the City Council's intention to act on a matter of international concern, as well as a matter outside of its power and authority. The resolution was referred to your miscellaneous matter committee. On December 26, three weeks after the referral, the committee held a meeting, at which time the City Attorney issued a letter stating that since the Council did not 'formally request' an opinion, he would "accommodate" the Committee Co-Chair with "advice and guidance."

City Attorney Anastasi presented this proposal and highlighted "this is just an advisory notice and there is no binding effect and there is not a formal position taken on the issues."

The city attorney also advised the Committee that "this is not a matter within the jurisdiction of the City Council." The Committee chose to disregard the City Attorney's advice.

City of Bridgeport
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January 2, 2024

I believe that the City Attorney is correct. Chapter 5, Section 7 of the City Charter defines the powers and responsibilities of the City Council. Connecticut General Statutes also set forth and delineate the powers of a municipal legislative body. Nowhere, either in the Charters of the General Statutes is this council authorize to pass resolutions in the form of an advisory opinion concerning international affairs, foreign relations or other matters which are properly committed to the United States Congress. This is not to say that these issues are not important. Each member of this Council and every resident of this city has an absolute right to express his/her opinion on such matters.

However, this should not be done in the form of a resolution adopted in your official capacity. You are not elected to make pronouncements on foreign policy in the name of 140,000 people who reside in the City of Bridgeport. I believe that acting on this resolution would be setting a dangerous precedent which could be used in the future in a manner which might not be to the liking of members of this council. Once again, I do not wish to diminish the importance of this issue, nor to deny the passions felt by the proponents and the opponents of this issue. I concentrate on the rule of law, which does not give these powers to a municipality, or its legislative body. Municipalities have no inherent power. I urge you to rule this matter out of order and focus your efforts upon those matters which are within your power and authority to act.

Council President Nieves asked the assembly if there were further comments from the floor, and hearing none, closed the Public Speaker Form at 7:20 p.m.

CITY OF BRIDGEPORT

CITY COUNCIL MEETING

TUESDAY, JANUARY 2, 2024

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 7:55 p.m.

PRAYER

Mayor Ganim asked Council Member McBride-Lee to lead the prayer.

Mayor Ganim asked City Clerk, Lydia Martinez to lead the pledge of allegiance.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

130th District: Scott Burns (Absent), Matthew McCarthy (Absent)

131st District: Jorge Cruz, Tyler Mack

132nd District: Dasha Spell, Rolanda Smith (Absent)

133rd District: Jeanette Herron, Aikeem Boyd

134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia

135th District: Mary McBride-Lee, Richard Ortiz

136th District: Frederick Hodges, Alfredo Castillo (Absent)

137th District: Aidee Nieves, Maria Valle

138th District: Maria Pereira, Jazmarie Melendez

139th District: Eneida Martinez, Ernest Newton

(15 Present) (5 Absent) A quorum was present.

The names listed were present when the roll was called.

MINUTES FOR APPROVAL

**** COUNCIL MEMBER NEWTON MOVED THE MINUTES OF THE MEETING OF NOVEMBER 6, 2023 AS SUBMITTED.**

**** MOTION WAS SECONDED BY COUNCIL MEMBER CRUZ.**

**** THE MOTION TO APPROVE THE MINUTES OF NOVEMBER 6, 2023 MEETING AS SUBMITTED PASSED WITH (13) IN FAVOR (CRUZ, MACK, BOYD, HERRON,**

NIEVES, NEWTON, MCBRIDE-LEE, SPELL, ORTIZ, HODGES, PEREIRA, MEL ENDEZ, MARTINEZ) AND (3) ABSTENTIONS (PEREIRA, VIZZO-PANICCIA, LYONS)

Council Member Michelle Lyons asked for a moment of silence for Lourdes Quintana who worked for the City for many years, and she was acknowledged by the City Clerk Lydia Martinez.

Council Member Ernest Newton requested a moment of silence for Joseph Kasper, an engineer and architect who owned his firm Kasper Group, and for Steve Auerbach who worked for the City of Bridgeport Department of Parking Meters/Police Department.

Mayor Ganim acknowledged those mentioned and called the assembly for a moment of silence.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES

Item 28-23 Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Megha Jain – Docket No. 3:22-cv-00874 (VDO), referred to Miscellaneous Matters Committee.

Item 29-23 Communication from Labor Relations re: Proposed Tentative Agreement with The Connecticut Laborers' District Council for the Bridgeport Public Employees Union Local 665 (LIUNA) regarding their Bargaining Unit Contract from July 1, 2022 through June 30, 2026, referred to Contracts Committee.

Item 30-23 Communication from Mayor re: Proposed Professional Services Agreement with Griffin & Strong P.C. regarding the creation of a New Disparity Study for the City, referred to Contracts Committee.

- ** COUNCIL MEMBER MARTINEZ MOVED TO APPROVE COMUNICATION ITEMS 28-23; 29-23; 30-23 TO BE REFERRED TO COMMITTEES.**
- ** COUNCIL MEMBER HERRON SECONDED THE MOTION.**
- ** MOTION PASSED UNANIMOUSLY.**

ROLL CALL VOTE ITEMS:

Item 08-23 Miscellaneous Matters Committee Report re: Appointment of Jerome Roberts (U) to the Fair Rent Commission.

Council Member Pereira asked about the issue of appointees serving on multiple commissions. Council Member Vizzo-Paniccia reported that Mr. Roberts would resign from the ADA Commission.

- ** COUNCIL MEMBER MARTINEZ MOVED TO APPROVE ITEM 08-23 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF JEROME ROBERTS (U) TO THE FAIR RENT COMMISSION.**
- ** COUNCIL MEMBER VIZZO-PANICCIA SECONDED THE MOTION.**
- ** MOTION PASSED WITH (14) IN FAVOR (CRUZ, MACK, HERRON, NIEVES, NEWTON, MCBRIDE-LEE, SPELL, ORTIZ, HODGES, PEREIRA, LYONS,**

MELLENDEZ, MARTINEZ, VIZZO-PANICCIA) NONE OPPOSED AND (1) ABSTENTION (BOYD *absent from vote*)

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

*23-23 Miscellaneous Matters Committee Report re: Approval to Establish Two (2) New Permanent Positions for the Job Classification and Specifications of the Library Maintenance and Facilities Manager and the Library Information Technology Services Manager (ITS) Pursuant to Municipal Charter, Chapter 17, Section 206(d).

**** COUNCIL MEMBER MARTINEZ MOVED TO APPROVE ITEM 23-23 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPROVAL TO ESTABLISH TWO (2) NEW PERMANENT POSITIONS FOR THE JOB CLASSIFICATION AND SPECIFICATIONS OF THE LIBRARY MAINTENANCE AND FACILITIES MANAGER AND THE LIBRARY INFORMATION TECHNOLOGY SERVICES MANAGER (ITS) PURSUANT TO MUNICIPAL CHARTER, CHAPTER 17, SECTION 206(D)**
**** COUNCIL MEMBER HERRON SECONDED THE MOTION.**
**** MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER MCBRIDE-LEE MOVED TO SUSPEND THE RULES TO ADD THE FOLLOWING ITEMS TO THE AGENDA**

Item 06-23:

Grant Submission re: United States Conference of Mayors 2024 Childhood Obesity Prevention Environmental Health and Sustainability Awards (24305)

Item 12-23

Grant Submission re: State of Connecticut Department of Public Health- Sexually Transmitted Diseases Control Program & Tuberculosis Control Program (#24232 & #24233)

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

ITEM 06-23: GRANT SUBMISSION RE: UNITED STATES CONFERENCE OF MAYORS 2024 CHILDHOOD OBESITY PREVENTION ENVIRONMENTAL HEALTH AND SUSTAINABILITY AWARDS (24305)

ITEM 12-23 GRANT SUBMISSION RE: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH- SEXUALLY TRANSMITTED DISEASES CONTROL PROGRAM & TUBERCULOSIS CONTROL PROGRAM (#24232 & #24233)

**** COUNCIL MEMBER NEWTON SECONDED THE MOTION.**
**** MOTION TO APPROVE ITEMS 06-23 AND 12-23 PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES TO ADD THE FOLLOWING ITEM TO THE AGENDA**

Item 24-23

Proposed Approval to update the job description of the classification of Purchasing Agent pursuant to Civil Service Rule IX, Sec3

**** COUNCIL MEMBER MARTINEZ SECONDED THE MOTION.**

**** MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE
ITEM 24-23 PROPOSED APPROVAL TO UPDATE THE JOB DESCRIPTION OF THE
CLASSIFICATION OF PURCHASING AGENT PURSUANT TO CIVIL SERVICE
RULE IX, SEC3**

**** COUNCIL MEMBER MARTINEZ SECONDED THE MOTION.**

**** MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON:

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES
TO ADD THE FOLLOWING ITEM TO THE AGENDA**

**Item 20-23 Miscellaneous Matters Committee Report re: Resolution Calling for an
Immediate De-escalation and Permanent Ceasefire in Israel, Gaza, and the Occupied West
Bank.**

**** COUNCIL MEMBER HERRON SECONDED THE MOTION.**

**** MOTION TO ADD ITEM TO AGENDA PASSED UNANIMOUSLY.**

Item 20-23 Miscellaneous Matters Committee Report re: Resolution Calling for an Immediate
De-escalation and Permanent Ceasefire in Israel, Gaza, and the Occupied West Bank.

Council President Nieves indicated Council members would be recognized to speak in the order
of microphone signals.

Council Member Pereira reported that there was an email to the Committee requesting to add a
resolution to the agenda, and she noted that it required a 2/3rds vote according to charter
procedure. She added that the resolution is beyond the purview of the Committee, and it was
totally inappropriate to bring this to the attention of this Committee to forward on to the City
Council with no advanced notice. She spoke of the nature of this resolution that was drafted by
religious leaders that was not the way things are to be done, and to consider this is a deviation of
procedure and sets a very dangerous precedent.

Council Member comments on Item 20-23 – continued

Council Member McBride-Lee spoke on the importance to call for a cease fire on all sides and to
support the Bridgeport community. This resolution is in response to a call for peace and amidst
death of innocent lives that continues to accelerate, it is essential to send this on to the City
Council for all to have a voice of support of the religious community to send this to the federal
government a call for action of a cease fire. She added that she greatly appreciates all that are
here tonight, and for all to know that the Council supports their efforts.

Council Member Newton spoke that murder is wrong on both sides and while this resolution
may not have the clout to impact a resolution, this is something that has been done before during
a crisis of such magnitude. As a City Council we need to have a voice and to support the City
residents that are calling for action.

Council Member Melendez spoke that this resolution is in response to a call for peace and amidst death of innocent lives that continues to accelerate, it is essential to send this on to the City Council for all to have a voice of support of the religious community to send this to the federal government a call for action of a cease fire.

Council Member Lyons spoke on this as an effort to call for peace, and while it is not part of municipal business, resolutions like this have been done in the past. She added that we have an obligation to the community at large and this resolution of support sends a message to the White House that this is what all cities should do to appeal to the federal legislators to call for a cease fire, and support the City of Bridgeport community and citizens.

Council Member Vizzo-Paniccia noted that she feels strongly that it is not within the scope of this Committee or of a municipal governing board to bring an item of federal and international matter such as this cease fire. She added that it was inappropriate for religious leaders to write a resolution and it is not City of Bridgeport business to propose action on this matter of federal legislation and international affairs.

Council Member Cruz spoke on the importance to have a voice and to do the right thing, to call for a cease fire on all sides and to support the Bridgeport community.

Council President Hodges spoke on this as an effort to call for peace, and while it is not part of municipal business, there is no harm to bring this to the full Council. He added that we have an obligation to the community at large and this resolution of support sends a message to the White House that this is what all cities should do to appeal to the federal legislators to call for a cease fire.

Council Member Martinez called for an end of discussion and for a vote.

Council Member Pereira called for a point of order, as this item was not posted for public notice and a resolution drafted in secret is against procedure according to the charter. She noted that she feels strongly that it is not within the scope of this Committee or of a municipal governing board to bring an item of federal and international matter such as this cease fire. She noted it was inappropriate for religious leaders to write a resolution.

Mayor Ganim stated that this was not binding and the request to table was denied.

Council Member Vizzo-Paniccia asked to read the following from Council Member Burns:

My apologies for not being able to attend last week's Miscellaneous meeting as I had a houseful of family guests. Similarly, I will not be in attendance at this evening's council meeting as we are away on a family vacation. I am sharing a few thoughts re item 20-23.

First, while the conflict between Hamas and Israel is deeply concerning, it is not necessarily under the purview of the Bridgeport City Council. Thus, our potentially taking a position on the issue perhaps distracts us from the critical work this city faces. Our federally elected officials hold the responsibility of taking up such issues, and we are not limited from speaking as individually elected officials. More substantively, I cannot support a ceasefire resolution when Hamas launched this war on October 7 and where Hamas continues to advocate for the elimination of the Israeli state. As a sovereign nation, Israel retains the right to defend itself, particularly in the face of an existential threat from a terrorist organization funded and supported by Iran, a nation whose government regularly opposes the United City of Bridgeport

States. While the conduct of the war by Israel certainly deserves scrutiny and perhaps should be admonished and even punished under international law, it nonetheless preserves the right to defend its people and territory.

Of course, it is also simple to get into a back-and-forth as to the actions of both sides in this conflict, which would lead to no positive resolution at this point. Lastly, as representatives of the entire Bridgeport community, we should recognize the past and present contributions of the Jewish community here in the Park City. To 'pick sides' in this current conflict would do little to forward the interests of all residents. A more clearly written, nuanced, and balanced resolution may have done so. To be sure, education remains a critical in all our work, and if this resolution helps us all learn more about this long-standing conflict, then the resolution will have this benefit. To with, I offer a podcast and a high-level written assessment of the Israeli campaign <https://mwi.westpoint.edu/mwi-podcast-understanding-hamas-from-tactics-to-strategy/> <https://www.lawfaremedia.org/article/legal-questions-unanswers-in-israel-air-war-in-gaza> While this conflict is most troubling, at this point, my vote would be a no on the resolution.

**** COUNCIL MEMBER AIKEEM BOYD MOVED TO AMEND BY SUBSTITUTION WITH THE DOCUMENTS THAT WAS RECEIVED WHICH REFLECTS A CONSENSUS OF A GROUP OF RELIGIOUS LEADERS FROM BOTH THE JEWISH AND MUSLIM COMMUNITIES OF BRIDGEPORT. BASED ON THEIR CONSENSUS WE ASK THAT THIS ITEM BE ADOPTED AS AMENDED. MOTION TO APPROVE ITEM 20-23 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: RESOLUTION CALLING FOR AN IMMEDIATE DE-ESCALATION AND PERMANENT CEASEFIRE IN ISRAEL, GAZA, AND THE OCCUPIED WEST BANK.**

**** COUNCIL MEMBER MARTINEZ SECONDED MOTION.**

Council Member Pereira called for a roll call vote.

**** MOTION TO APPROVE PASSED WITH (13) VOTES IN FAVOR (BOYD, CRUZ, MACK, HERRON, NIEVES, NEWTON, MCBRIDE-LEE, SPELL, ORTIZ, HODGES, LYONS, MELENDEZ, MARTINEZ) TWO OPPOSED (PEREIRA, VIZZO-PANICCIA) AND NO ABSTENTIONS.**

ADJOURNMENT

**** COUNCIL MEMBER NIEVES MOVED TO ADJOURN.**

**** COUNCIL MEMBER HERRON SECONDED THE MOTION.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 8:55 p.m.

Respectfully submitted,
Telesco Secretarial Services.

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

Deborah M. Garskof
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Richard G. Kascak, Jr.
Bruce L. Levin
James T. Maye
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers



December 19, 2023

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

Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE:
Proposed Settlement of Pending Litigation in the Matter of Megha Jain v. City of Bridgeport, et al, Docket No. 3:22-cv-00874 (VDO)

Dear Councilpersons:

Kindly place this matter on the agenda for the next City Council meeting for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

EXECUTIVE SUMMARY

- a. Submission Title:** Request for Litigation Settlement Approval.
- b. Submitting Entity:** Office of the City Attorney.
- c. Contact Person:** Deputy City Attorney John P. Bohannon, contact information above.
- d. Approval Deadline:** Thirty (30) days from release to avoid statutory interest charges.
- e. Case Summary:** Action pursuant to Title VII of the Civil Rights Act of 1964 for hostile work environment, employment discrimination and retaliation.

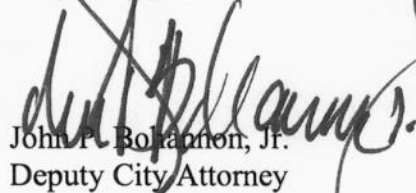
f. Council Action Requested: Approval of proposed settlement in the total amount of \$20,000.00 to Megha Jain as "back wages", \$20,000.00 to Megha Jain for other damages and \$10,000.00 to Willinger, Willinger & Bucci PC. (for attorney's fees and litigation costs).

g. Financial Impact Analysis: Total cost to the City will be \$40,000.00 to Megha Jain and \$10,000.00 to Willinger, Willinger & Bucci PC.

h. Funding Budget-Line: The settlement payment will be made from the City Attorney Office Operating Budget Line-Item "*Personal Property Claims Atty. #01-01-006-060-000-53010*".

i. Proposed Motion: Motion to authorize and approve payment of \$50,000.00, in full and final settlement of *Matter of Megha Jain v. City of Bridgeport, et al, Docket No. 3:22-cv-00874 VDO*.

Very truly yours,



John P. Bolannon, Jr.
Deputy City Attorney

cc: Lydia Martinez, City Clerk
Mark T. Anastasi, City Attorney
Carolina Lopez, Paralegal



CITY OF BRIDGEPORT, CONNECTICUT
OFFICE OF LABOR RELATIONS

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

COMM. 29-23 Ref'd to Contracts Committee on
01/02/2024.

EROLL V. SKYERS
Attorney

JOSEPH P. GANIM
Mayor

December 26, 2023

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

ATTY
CITY CLERK
RECEIVED
CITY CLERK'S OFFICE
23 DEC 26 AM 11:29

RE: The Connecticut Laborers' District Council for the Bridgeport Public Employees Union Local 665 (LIUNA) - Tentative Agreement and CBA

Dear Honorable Members:

The City of Bridgeport and The Connecticut Laborers' District Council for the Bridgeport Public Employees Union Local 665 (LIUNA) have reached a tentative agreement regarding their bargaining unit contract. Attached for your review is a copy of the signed tentative agreement as well as a red-lined copy of the collective bargaining agreement which shows all additions (underlined text) and deletions (strike throughs). Also attached is the financial impact analysis provided by the Office of Policy and Management as required by City Council Resolution: "(g) financial impact analysis – to include best reasonable estimates as to all expenditure and revenue effects of the reference if approved as requested..." This agreement is subject to ratification and approval by the City Council.

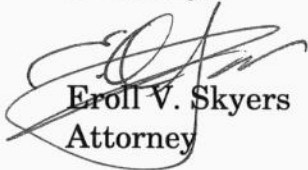
Please note that Connecticut General Statute §7-474(b) imposes two (2) important time constraints related to action by a legislative body on this type of agreement. These are:

1. [The agreement] *shall be submitted by the bargaining representative of the municipality within fourteen days of the date on which such agreement is reached to the legislative body which may approve or reject such request as a whole ...* This agreement was signed on **December 19, 2023**.
2. *Such request [to approve the agreement] shall be considered approved if the legislative body fails to vote to approve or reject such request within thirty days of the end of the fourteen-day period for submission to said body.* Based on this language, if the City Council does not accept or reject the agreement by **February 1, 2024**, the agreement will be considered approved by operation of law.

Please note: The statutory time limit for City Council action is rigid and cannot be altered or waived. This is brought to the Council's attention in case a special meeting or agenda modification is necessary to protect the City Council's right to approve or disapprove this agreement. The next scheduled meeting of the full City Council is **January 2, 2024** and the next scheduled meeting of the Contracts Committee is **January 9, 2024**.

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

Sincerely,



Eroll V. Skyers
Attorney

cc: Mayor Joseph P. Ganim
Daniel Shamas – Chief of Staff
Janene Hawkins – CAO
Thomas Gaudett – Deputy Chief of Staff

OFFICE OF POLICY AND MANAGEMENT											
FINANCIAL IMPACT OF LIUNA UNION TENTATIVE AGREEMENT JULY 1, 2022 THROUGH JUNE 30, 2026						COVERS FY2023 THROUGH FY2026					
Category	Annual Wages	YEAR 1		YEAR 2		YEAR 3		YEAR 4		4 Yrs Compounded FY23-26 Total Impact	4 YEARS IMPACT
		FY2023 FY23 =3.00%	FY2023 Impact	FY2024 3.00%	FY2024 Impact	FY2025 3.00%	FY2025 Impact	FY2026 FY26 =1.5%	FY2026 Impact		
FISCAL YEARS											
	Annual Wages	FY2023 FY23 =3.00%	FY2023 Impact	FY2024 3.00%	FY2024 Impact	FY2025 3.00%	FY2025 Impact	FY2026 FY26 =1.5%	FY2026 Impact	FY23-26 Total Impact	FY23-26 Total Impact
	Total Annual Salary	7/1/2022 Increase %	FY2023 Compounded %	7/1/2023 Increase %	FY23&FY24 Compounded %	7/1/2024 Increase %	FY23-FY2025 Compounded %	7/1/2025 Increase %	FY23-FY2026 Compounded %	FY23-FY2026 Compounded %	FY23-FY2026 Compounded %
		3.00%	3.000%	3.00%	6.090%	3.00%	9.273%	1.50%	10.912%	10.912%	10.912%
	TOTAL ACTIVE LIUNA UNION SALARY *		122,242	125,909	248,151	129,687	377,838	66,789	444,623	444,623	444,623
(A)	TOTAL ACTIVE EMPLOYEES BASE PAY/SALARY IMPACT		122,242	125,909	248,151	129,687	377,838	66,789	444,623	444,623	444,623
	Employer Merf Pension Contribution on wages+Active employees		24,925	25,673	50,598	26,443	77,041	13,618	90,659	90,659	90,659
	Employer Medicare Pension Contribution on wages+Active employees		1,773	1,826	3,598	1,880	5,479	968	6,447	6,447	6,447
(B)	Total Active Employees Merf Contribution & Medicare Cost on Employer		26,698	27,499	54,196	28,324	82,520	14,587	97,106	97,106	97,106
	Employees Health Insurance co-pay Rollback from 35% to 25% (with 1% annual increase)		0	95,161	95,161	190,322	190,322	182,710	182,710	182,710	182,710
(C)	Total Other Non MERF/Pensionable Expenses		0	95,161	95,161	190,322	190,322	182,710	182,710	182,710	182,710
(A-C)=D	GRAND TOTAL EMPLOYER FINANCIAL IMPACT (G-C) = D		148,940	248,569	397,509	348,332	650,680	264,085	724,439	724,439	724,439
Notes:											
1	There are approximately 73 active union members in the payroll as of this financial impact analysis.										
2	Employees hired after the ratification of this contract will accumulate sick leave without limitation, but cannot cash out at the end of their employment with the City (previously employees were allowed to cash 50% of accrued sick days).										
3	Employees will receive 4 personal days per year (previous contract employees received 3 personal days) per year.										
4	All leave (i.e. Workers' Compensation, leave of absence, etc) will be capped at 12 months. (previous contract allowed for extension to be granted after one year).										
5	Tuition cap of \$18,000 per year by bargaining unit in aggregate. (previous contract did not have a cap).										
6	Employees utilizing tuition reimbursement benefit must stay employed with the City of Bridgeport for three years or they must reimburse the City the tuition reimbursement (previous contract only required 1 year employment with the City).										

A G R E E M E N T

between

THE CITY OF BRIDGEPORT

and

**THE CONNECTICUT LABORERS' DISTRICT
COUNCIL FOR THE BRIDGEPORT PUBLIC
EMPLOYEES UNION LOCAL 665**

July 1, 2022 to June 30, 2026

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PREAMBLE

This Agreement is entered into by the City of Bridgeport, (the "Employer" or the "city") The Connecticut Laborers' District Council for the Bridgeport Public Employees Local Union 665 (the Union).

I. THE UNION AND UNION SECURITY

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for all of those positions or (substantially similar positions not presently included in another bargaining unit) in the City of Bridgeport, listed by job groups herein, (see Appendix A attached hereto). The Union reserves the right to claim additional or changed positions.

1.2 The Union recognizes the Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative of the City of Bridgeport for the purpose of collective bargaining. The parties further agree to bargain in good faith on all matters relating to wages, hours and other terms and conditions of employment.

ARTICLE 2 - CHECK-OFF

2.1 The City agrees to deduct from the pay of all employees covered by this Agreement, who 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 law, Union dues for such deduction period shall be deducted in a 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 any 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. It is also agreed that the obligation 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 to receive such funds from the City.

The City shall institute a separate payroll deduction, for all employees who elect to contribute to the Laborers' Political league.

2.2 **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, no later than the fifteenth (15th) day of the following month (Weekly Dues).

2.3 Union Security - Agency Shop: It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective (execution) date of this Agreement shall remain members in good standing of the Union during the term of the Agreement. It shall be a condition of employment that all employees covered by this Agreement who are not members of the Union on the effective date of this Agreement shall on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union or pay to the Union an amount equal to dues payable by Union members during the term of the Agreement. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective (execution) date shall, on the 31st day following the beginning of such employment become and remain members in good standing in the Union or pay to the Union an amount equal to dues payable by members during the term of Agreement. All such dues shall be automatically payroll deducted and remitted to the Union.

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 sixty (60) calendar days after the date such deductions were or should have been made.

ARTICLE 3 - BARGAINING UNIT

3.1 This Agreement applies to and includes all employees of the City of Bridgeport listed in Article 1 – Recognition and Appendix A of this Contract.

3.2 Reduced-time employees who work twenty (20) hours or more per week are included in the bargaining unit; those who work less than twenty (20) hours per week are excluded. Temporary positions of four (4) months or less shall be excluded from the bargaining unit.

3.3 The inclusion in the bargaining unit of a newly established similar classification will be a subject for negotiations between the City and the Union.

3.4 Any dispute on whether a newly established classification is to be included or excluded from the bargaining unit will be submitted to the Connecticut State Board of Labor Relations to resolve such dispute.

ARTICLE 4 - UNION ACTIVITIES

4.1 The City agrees that a Union Officer shall have time during working hours without loss of pay for the investigation and adjustment of grievances; permission to absent himself/herself 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.

4.2 Four Union officials may attend meetings for the purpose of negotiations during working hours, without loss of pay.

4.3 Appropriate Union officials may attend meetings during working hours without loss of pay when such meetings are requested or approved by the Labor Relations Officer.

4.4 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.

4.5 Designated Union representatives or officials shall be granted a total of twenty (20) paid working days per year on an accumulative basis to attend Union conference, conventions and meetings, twenty-five (25) days every five (5) years (this shall be for attendance at the International convention 2016). The Union will provide the City with reasonable advance notice of such leave. Further, the union may request, and the City through its Director of Labor Relations shall consider additional leave with pay for such Union representatives or officials to attend training or educational sessions in connection with their Union responsibilities. The decision shall be in the discretion of the City's Director of Labor Relations but shall not be arbitrary and capricious.

ARTICLE 5 - BULLETIN BOARDS

5.1 The City will furnish and maintain suitable bulletin boards in convenient places in each work area and may be used by the Union. The Union agrees that the material posted will not contain propaganda against or attacks upon the City or any official thereof. Currently there are bulletin boards at City Hall, 45 Lyon Terrace near Room 106, and in the 2nd floor lunch room at the Margaret Morton Government Center, 999 Broad Street.

ARTICLE 6 - SENIORITY

6.1 The City shall prepare a list of employees represented by the Union, showing their seniority in time of service with the City, their classification and rate of pay, and deliver the same to the Union within ninety (90) days of signing or anniversary date of the contract.

6.2 All new employees (non-seasonal), shall have a probationary period of one hundred eighty (180) calendar days, and upon successful completion of this period they shall be classified as regular employees. The probationary period shall be counted as part of the seniority after the employee is considered regular. Probationary employees shall accrue vacation benefits during their probationary period, however they will not be allowed to take vacation until after the completion of their probationary period. During probation, the City may dismiss an employee as unsatisfactory or otherwise discipline an employee, and such action shall not be subject to the grievance and arbitration process.

6.3 All employees promoted or transferred to a new or higher classification shall serve a trial period of forty-five (45) calendar days, and upon successful completion of this period they shall be classified as regular employees. Should the employee fail the trial period he/she shall revert to the previously held position.

6.4 Seniority shall mean length of service to the municipality. Such seniority shall apply to the employee's rights in cases of lay-offs (within job group), re-employment, and vacation.

ARTICLE 7 - LAY-OFF AND RECALL

7.1 In the event that the City makes reduction in the number of employees in an established job group, employees with the least seniority will be laid-off first. A listing of established job groups is attached as Appendix A which is incorporated herein by reference. In all cases of reduction in force or reorganization where layoff occurs, the City will provide the Union as much reasonable advance notice as possible and in no event shall such notice be less than thirty (30) calendar days unless an emergency or unforeseen circumstance arises, in which case the City will notify the Union as soon as possible. Subsequent recalls to open positions in that particular job and job group shall be made in the reverse order of the lay-offs.

An employee shall retain his/her seniority status and right of recall in the specific job group for twenty-four (24) months following the date of his/her layoff. If the employee refuses recall to an opening in the position from which he/she was laid off or fails to report for work on such job at the time and on the day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.

7.2 No new person will be hired or assigned to a vacancy in the bargaining unit so long as employees on layoff and with rights to recall possess the required skills and ability to perform the work. The City shall recall the three (3) most senior laid off employees with the required skills and ability to be interviewed for the open position. The Department head shall have the ability to choose among them based upon the interview. If the skills and ability are relatively equal, then seniority shall be the

determining factor. The recalled employee shall have up to a three (3) month probationary period in the recalled position. If the Department Head or Supervisor determines that the recalled employee does not have the required skills or ability to do the job, the employee will be returned to the layoff list. In the event that the employee is unsuccessful, the second ranked interviewed candidate will be selected. The City in its determinations as to whether skills and ability are relatively equal and as to whether the employee awarded the vacancy has demonstrated the required skills and ability to do the job shall be subject to grievance and arbitration only on the basis that the decision is arbitrary, capricious, or in bad faith. The provision does not limit the City's right to terminate an employee for just cause.

7.3 Any employee covered by the terms of this agreement and subject to being laid-off, shall have the right to bump down to another job within their group; for which he or she is qualified, provided they have greater seniority than employee(s) occupying the lower job. The City's determination as to qualification shall be subject to grievance and arbitration only on the basis that the decision is arbitrary, capricious or in bad faith.

7.4 If it becomes necessary to lay-off, the following shall be the order of lay-off by job groups:

1. Reduced time bargaining unit employees;
2. Probationary employees;
3. Regular full time bargaining unit employees by inverse order of length of service with the Municipality.

7.5 For purposes of this article, lay-offs shall include all reductions in the work force whether by lay-off, furlough, job elimination, reorganization, or funding elimination.

ARTICLE 8 - TOP SENIORITY

8.1 Officers and Stewards of the Union shall have top seniority in the event of a layoff, vacation and all conditions of employment.

II. MANAGEMENT AND THE WORKPLACE

ARTICLE 9 - MANAGEMENT RIGHTS

9.1 Except as specifically abridged or modified by any provision of this Agreement, the City will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including but not limited to the following: determine the standards of service offered by the City; direct its employees; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the City's operations are to be conducted; establish and revise or discontinue policies,

programs and procedures to meet changing conditions and to better serve the needs of the public; exercise control and discretion over its organization and the technology of performing its work; and, fulfill all of its legal responsibilities.

The City retains the right to contract-out services performed by the unit. The City agrees to notify the Union of its decision as soon as possible. In exercising this right, the City shall endeavor in good faith to secure continued employment of unit members with the contracted service. This provision does not absolve either party of its respective obligation to bargain the impact of any such decision.

The above rights, responsibilities and prerogatives are inherent in the City Council of the City of Bridgeport and its Mayor, by virtue of statutory ordinance or charter provisions, and provisions, and may be subject to grievance or arbitration proceedings only as specifically provided for in this Agreement.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.1 All employees covered by this agreement will work 35 – 40 hours per week with a one-hour unpaid lunch period. Management will have the right to change employees' hours from 35-40 hours and back as needed. The shift hours and days of work as well as the shift for all employees covered by this Agreement may be changed for seasonal and operating reasons or for the convenience of the public, after the City meets and confers with the Union regarding such changes.

Employees assigned to the Construction Management Division are required to work a forty (40) hour work week.

10.2 Department heads shall make overtime assignments consistent with the principle of distributing overtime as equitably as practicable among the employees holding the job effected by the overtime assignment.

10.3 An employee will work overtime when requested to do so by their supervisor. Employees shall be notified of such assignment as soon as possible.

10.4 In the event that all employees refuse, or are not available to work overtime, the least senior employee in the classification and area effected by the overtime work must work such overtime. In the event of an emergency declared by the Mayor, no one may refuse to work overtime.

10.5 Subject to approval of the Director of Labor Relations, employees may request a flexible work schedule. The approval shall be subject to the condition that the economy and efficiency of operations are not hereby impaired, and such approval shall not be unreasonably denied.

10.6 Those employees eligible for overtime shall be paid at straight time for those hours worked in excess of their regular hours up to forty (40) hours per week; and at a rate of one and one-half (1½) for those hours in excess of forty (40) hours per week.

10.7 Those employees not eligible for overtime due to the budgetary constraints of their Department shall receive one (1) hour of compensatory time off for each hour worked in excess of their regular hours up to forty (40) hours per week; and at a rate of one and one-half (1½) hours of comp time for each hour thereafter. Compensatory time shall be used within sixty (60) days unless such period is extended by the department head.

10.8 Employees will only be compensated for work performed in excess of their normal working hours if such work is authorized in writing by their Department Heads.

Employees may be required to take time off that day or that week in lieu of comp time or overtime pay.

10.9 The City, at its sole discretion, and subject to its normal staffing approval process, shall have the ability to increase the work hours and salary of an employee and/or position from 35 to 40 hours per week. The City, also at its sole discretion, but with two (2) weeks notice to the employee, may reverse the above increase in work hours and salary.

10.10 When the City intends to transfer/change the location of an employee it will give five (5) days notice.

ARTICLE 11 - VACANT POSITIONS/TRANSFERS

11.1 The City agrees that vacant positions in the bargaining unit shall be posted for a minimum of ten (10) working days in the Human Resources Office.

11.2 The City shall send a copy of the posting to the Union prior to or at the time of the posting.

11.3 The City shall give the job description of any new classification to the Union as early as practical before its release.

11.4 Employees in the bargaining unit who meet the minimum qualifications may apply for the position. The City agrees that preference shall be granted to employees with substantially equivalent qualifications in accordance with seniority in the filling of vacant positions within the bargaining unit. However, final determination as to the filling of such positions shall be at the sole discretion of management.

11.5 The City may transfer and assign employees provided that the department head or immediate supervisor shall meet and explain the reasons for the transfer or

assignment to the employees. Transfers and assignments shall not be arbitrary and capricious. The City further agrees that transfers and assignments shall not reduce the normal weekly work hours or regular base salary, excluding overtime, of the employee.

ARTICLE 12 - REST PERIODS

12.1 All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

12.2 Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods which occur during the shift.

ARTICLE 13 - DISCIPLINARY PROCEDURE

13.1 The City shall exercise full disciplinary authority consistent with its responsibilities to direct employees to perform their required work duties in order to achieve department program goals and satisfactory municipal service to the general public.

13.2 All disciplinary action shall be based upon just cause.

13.3 Disciplinary action shall include (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.

In the case of an employee who has received a verbal or written warning and where a period of one (1) year has elapsed without the employee's having received any further discipline, the City shall, upon request of the employee, remove the aforesaid warning from the employee's file.

13.4 All disciplinary actions may be appealed through the established grievance procedure within ten (10) days of their occurrence through Step III, (binding arbitration).

13.5 All suspensions and discharges must be stated in writing and a copy given to the employee and the Union Representative.

ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE

14.1 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 I - The employee or the Union Representative, with or without the employee, shall file the grievance or dispute with the employee's Department Head within ten (10) working 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 or the Union Representative with or without the employee to attempt to adjust the matter and shall respond in writing to the Union within seven (7) working days.

STEP II - 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) working days after the response of the Department Head is due. The written grievance shall be presented on a grievance form and shall include a statement of the facts and contract provisions involved and the remedy or correction requested. Within seven (7) working days after submission, a meeting shall be held between the Union Representative and the Labor

Relations Office for the purpose of adjusting the grievance. The City's Labor Relations Office shall respond in writing to the Union Representative, (with a copy of the response to the local Business Manager) at the meeting or within seven (7) working days.

STEP III - 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 Office, whichever period is later, by written notice to the other, request arbitration by a mutually agreed upon arbitrator or arbitration forum. If the parties are unable to agree on an Arbitrator within five (5) working days, the matter shall be submitted to the American Arbitration Association under the rules of voluntary arbitration of the American Arbitration Association. The parties agree that time is of the essence in resolving labor complaints and all arbitration shall be handled as expeditiously as possible. Said arbitrator(s) shall hear and act on such dispute in accordance with applicable rules and regulations, or other rules and regulations agreed upon in writing by the City and the Union. The arbitrator(s) shall limit the decision strictly to the application, meaning or interpretation of the provisions of this agreement. The arbitrator(s) 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) calendar days after the conclusion of testimony and argument.

14.2 Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause

such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).

14.3 Grievances initiated by the Employer shall be processed in this same manner, but they may be initiated at Step II by submitting it to the Business Manager.

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

14.5 The City and the Union agree that every attempt shall be made to schedule arbitration hearings in discharge cases within one hundred and twenty (120) days of the filing date for arbitration.

14.6 Upon mutual agreement, the parties may utilize an expedited arbitration system.

III. MONETARY PAYMENTS

ARTICLE 15 - WAGES

15.1A Effective July 1, 2022, there shall be a three percent (3%) increase in salaries.

15.1B Effective July 1, 2023, there shall be a three percent (3%) increase in salaries.

15.1C Effective July 1, 2024, there shall be a three percent (3%) increase in salaries.

15.1D Effective July 1, , 2025, there shall be a one and one half percent (1.5%) increase in salaries.

15.2 For the purpose of this Agreement, an employee's regular weekly earnings shall be that portion of his/her regular annual salary which he/she receives each week. An employee's regular hourly rate shall be that portion of his/her weekly earnings reduced to an hourly rate.

15.3 In determining an employee's rate of pay for any monetary benefits under this Agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate, whichever is appropriate in determining such benefits.

15.4 In no event shall any additional monies received as a result of any other provisions of this Agreement be considered as a portion of an employee's regular annual, weekly or hourly rate.

15.5 All employees on an annual salary shall be paid their wages based on fifty-two (52) weeks.

15.6 Employees assigned by the Department Head to perform substantially all of the duties of a position with a higher salary and greater responsibilities, for a period of time in excess of ten (10) consecutive working days, shall be paid the difference of their base

rate and the rate of the higher position.

Such assignments shall be pre-approved by the Director of Labor Relations in order to be eligible for payment.

15.7 If the duties, responsibilities, or hours of a position assigned to an employee are substantially increased on a permanent basis, the parties will meet within ten (10) working days of a request to negotiate a salary, to reflect such substantive changes. In the event the parties are unable to agree, either party may invoke the expedited notices for arbitration pursuant to the rules and procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding and the costs of arbitration shall be paid equally by the parties.

15.8 Any retroactive payments made under this Agreement will only be made to those who are employed by the City on the date of execution of this Agreement.

15.9 The individuals assigned to work the night shift in the IT's department has his/her regular work assignment shall receive a night shift differential of \$1.15 per hour. This payment to this position will apply to any employee regularly assigned to the night shift which shall be defined as a work day which is regularly scheduled to commence on or after 4:00 p.m. and end on or before 8:00 a.m.

15.10 Effective July 1, 2010 all bargaining unit members shall be paid through the City's "direct deposit" payroll system.

ARTICLE 16 - CALL BACK PAY

16.1 When an employee, is called in for work outside of his/her regularly scheduled working hours, he/she shall be paid a minimum of four (4) hours at the applicable overtime rate. This provision applies only when such call-back results in hours worked are not annexed consecutively to one end or the other of the working day.

ARTICLE 17 - LONGEVITY

17.1 Effective June 30, 1994, 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 seventy-five (\$75.00) dollars by the number of years of such completed service.

17.2 Employees hired on or after July 1, 1992, shall not be eligible for longevity pay until such employees shall have ten (10) or more years of municipal service by October 1st of said contract year.

17.3 This longevity pay will be payable in each December.

ARTICLE 18 - TUITION REIMBURSEMENT

18.1 The City shall reimburse each employee for the out of pocket cost of tuition up to two hundred (\$250) dollars per credit for undergraduate courses and three hundred fifty (\$350) dollars per credit for graduate level courses plus the cost of books and all registration, lab and other fees related to the course. Payment shall be made within sixty (60) days of submission of actual payment to the labor relations department and upon satisfactory completion of a Grade C or better for each course, at an accredited college or university in subjects which are designed to increase his/her proficiency in his/her present or potential assignment at his/her respective departments and shall be related to his/her responsibilities. Each employee shall be limited to twelve (12) credits per fiscal year. The employee must apply and obtain written approval of the City's Labor Relations Director 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. The tuition reimbursement expenditures shall be capped at eighteen thousand (\$18,000) in the aggregate per fiscal year for all bargaining unit members.

The employee must remain in City employment for a period of three years after payment for course(s). If the employee leaves prior to three years, the employee must reimburse the City for any tuition and other reimbursed costs for such course(s). This Section will not apply to employees who are laid off from the City.

The City will then credit the LIUNA tuition account so that these funds may be used by another LIUNA member.

An employee during the probationary period shall not be eligible for tuition reimbursement.

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 (including Section V- Schedule of Benefits, (Revised 7/1/10), a copy of which is annexed to the originals of this Contract and is on file with the City and the Union
- B)** Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, 80% is paid by the City and 20% is paid by the employee. The co-payment 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 benefits manager; and twenty five dollars (\$25.00) for all other drugs (the "Prescription Drug Plan"). Prescriptions shall be limited to a thirty (30) day supply at retail. For refills beyond the third, mail order must be utilized for maintenance drugs on the list maintained by the City's pharmacy benefits manager, or the co-payments and employee contribution provided for above shall double at retail.

C) The twenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").

D) The VSP Vision Plan, or its equivalent, as outlined and attached hereto as Appendix C.

E) Effective October 1, 2018 Sections A and B above shall be replaced by: "Healthcare Benefits" (Medical and Prescription Drugs) in accordance with the State of Connecticut Partnership 2.0 Plan, a summary of which is annexed to the originals of this Contract and is on file with the City and the Union (see Appendix B – Summary of Benefits and Appendix G – Healthcare Plan Change Agreement

19.2 The City shall provide and pay for the cost of a Group Life Insurance Policy in the amount of twenty-five thousand (\$25,000) dollars with accidental death and dismemberment 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).

19.4 For employees who have retired or will retire after the first day of this Agreement, and their surviving spouses, if any, the City will provide and pay for benefits under the Medical Plan or a supplemental plan to Medicare Part B offering benefits equal to the Medical Plan and the Prescription Drug Plan. Such retirees, and their surviving spouses, shall make the employee contributions to coverage provided for herein. Coverage for surviving spouses shall terminate upon remarriage. For purposes of this Article: A) "Retirees" shall mean employees who: a) have completed twenty-five (25) years of continuous municipal service regardless of age; and (b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF Fund B; and B) Retirees must accept Medicare Part B coverage if eligible.

For employees who retire on or after December 31, 2015, the parties agree that Medicare-eligible retirees and their spouses who are Medicare eligible are provided with a Medicare supplement plan in place of the City's insurance plan. At that time, the premium cost share as specified in Article 19.12 and 19.13 shall be based on the

supplemental plan. Subject to the final contract language, the following reflects the concept that the premium cost share shall be paid based on whatever plan the retiree and covered dependents are enrolled in:

- For retirees and their spouses attaining Medicare eligibility after the actual Retirement date, the premium cost share shall be based on the premium rate of the supplement plan provided by the City for said retirees and their spouses.
- The premium cost share for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents.

In addition, effective July 1, 2009 any newly hired or promoted employees into a LIUNA bargaining unit position shall only receive the above benefits after twenty-five (25) years of service.

Any current LIUNA member, listed on the attached Appendix who meets the above qualification and who may in the future change jobs within LIUNA, shall continue to be covered under the terms of the current agreement and will not be subject to a change in healthcare premium cost share (PCS) or years needed for retirement. (See Appendix E & F)

19.5 It is the intent of this Agreement that all current LIUNA members hired on or before July 1, 2009 in accordance with Appendix E shall be "grandfathered" and continue to be eligible to retire and receive the medical benefits provided by the current Collective Bargaining Agreement provided they have attained the following:

- A. 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 the age; and
- B. Are eligible to receive full pension benefits in accordance with the retirement qualifications provisions of MERF-Fund B.
- C. Retirees must accept Medicare Part B coverage if eligible.

All employees hired after December 31, 2015, will not be entitled to post-retirement health benefits. It is understood that all employees hired on or prior to December 31, 2015 shall be entitled to post-retirement health benefits.

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 as set forth in Section 19.1 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 in an amount up to but not to exceed that which the City pays for the City's Insurance Plans as specified in Section 19.1 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 agreed 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 cost.

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 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 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 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 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 July 1, 2010, the payment shall increase to one thousand five hundred dollars (\$1,500) in lieu of health benefits. Effective January 1, 2011, the payment shall increase to two thousand dollars (\$2,000), in lieu of health benefits. Payment in lieu of health benefits shall be capped at two thousand dollars (\$2,000).

19.9a The City and the Union agree to phase out the insurance buyout for employees who accept the buyout but remain covered by the City. Beginning on July 1, 2016 the buyout will be reduced to the following:

July 1, 2016 insurance buyout will be reduced to \$1,500.00;

July 1, 2017 insurance buyout will be reduced to \$1,000.00;

July 1, 2018 insurance buyout will be reduced to \$500.00;

Commencing on July 1, 2018, there will be no buyout available to those employees receiving health benefits from the City. For employees hired after December 31, 2015,

no insurance buyout will be available if that employee receives health benefits from the City, generally from a spouse or other relative.

19.9b For those employees who receive health insurance from a source outside of the City, the buyout available to them will be as follows:

July 1, 2016 increase to \$2,500.00;

July 1, 2017 increase to \$2,750.00

July 1, 2018 increase to \$3,000.00

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 Each active employee (and each employee who has retired or will retire on or after the first day of this Agreement) shall contribute twelve percent (12%) of the Premium Cost for the Medical Plan and the Prescription drug Plan effective on July 1, 2009. Such contribution will increase to fifteen percent (15%) effective July 1, 2010. Effective January 1, 2011 such contribution shall increase to twenty-one percent (21%). Effective July 1, 2011 such contribution shall increase to twenty-five percent (25%). 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 Reduction Act (COBRA").

19.12 LIUNA members as of December 17, 2010 will have their PCS contribution capped at twenty-five (25%) contribution as of July 1, 2011. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement. (See Appendix E)

19.13 All employees hired after July 1, 2010, who currently pay a premium cost share (PCS) higher than 25% shall have their health benefits premium cost share reduced to 25%. Thereafter, this PCS percentage shall increase by 1% per year on July 1st of each year, until a cap of 33 and 1/3% is reached. Said premium cost share percentage shall be the above named amount regardless of the coverage category of employee only, employee plus one, or employee plus family.

For purposes of this Section (and wherever applicable elsewhere in the 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 the purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA") This shall be capped at fifty percent (50%) after twenty-five (25) years of municipal service employment. This PCS cap of fifty percent (50%) is guaranteed to remain intact during the entire period of retirement.

19.14 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 and for child care 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. Participation in the plan shall be voluntary.

19.15 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 benefits for medical care (excluding vision and dental coverage) 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, the Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the amount of such contributions at retirement plus an increase in such contributions as such increase may exist from time to time.

B) If any employee who retires on or after June 30, 2001 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 Alternative Coverage provided that the Alternative Coverage shall not exceed in premium cost and/or contribution to the retiree the cost which the retiree would have paid to the City for Medical Benefits coverage except as provided below. The retiree shall not take advantage of any buy-out program in lieu of 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 Plan shall remain secondary to the Alternative Coverage so long as it is available. In the event the retiree shall not be eligible for alternative coverage or the retiree's premium cost and/or contribution would be more than the retiree's payment for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse.

The retiree and the retiree's spouse who have alternate coverage to which they must

contribute shall not be required to contribute to the City's coverage to the extent of such contributions.

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

19.17 Effective July 1, 2016, the parties agree to reopen the contract to bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract on this issue, the City shall identify the specific benefit for which it is seeking to reopen the agreement and the date on which the City learned of this issue.

ARTICLE 20 - PENSION PLAN

20.1 All eligible employees in the bargaining unit shall be covered by the Connecticut Municipal Employees Retirement System hereinafter referred to as CMERS. The employee contribution to CMERS shall be on a pre-tax basis in accordance with CMERS requirements subject to all City unions under CMERS Part B agreeing to such change.

20.2 The City will contribute forty-two (42) cents per employee per work day effective as of October 1, 2002 to the Laborers' International Union of North America National (Industrial) Pension Fund. The parties will use their best efforts to implement such payment as soon as practical after the approval of this Agreement by the City Council but no later than April 1, 2003. The City will increase such contribution by forty-two (42) cents per work day (i.e. to eighty-four (84) cents per day) effective June 30, 2004. Effective June 30, 2008 the City contribution to the LIUNA National (Industrial) Pension Fund shall increase by twelve (12) cents per hour (i.e. to \$1.68 per day).

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 employees' 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. Employee 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.

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.

21.6 No employee shall be required to seek the assistance of the EAP by his/her supervisor nor be penalized for refusal to voluntarily seek such assistance.

The City also offers retirement counseling to be navigated by the employee him/herself with the employee assigned to handle retirement benefits for the City of Bridgeport

V. HOLIDAYS AND LEAVES

ARTICLE 22 - HOLIDAYS

22.1 The following days shall be paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and any holiday officially proclaimed as such by the President of the United States, the Governor of the State of Connecticut and 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 Employees required to work on a holiday at the Department Head's assignment and/or approval shall be compensated for such work at two (2) times their hourly rate plus holiday pay (1 day's pay) for such work actually performed on the holiday. At the option of the employee and concurrence of the Director of the Department such employee may elect to take double compensatory time in lieu of such holiday pay.

22.4 If any such holiday shall occur during the vacation of any employee, the employee

shall not be charged a vacation day in lieu thereof.

22.5 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 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 one (1) calendar week 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 two (2) weeks vacation with pay. In each contract year any employee with five (5) or more years of continuous municipal service but less than ten (10) years of such service, shall receive three (3) weeks of vacation with pay. In each contract year, any employee with ten (10) or more years of continuous municipal service, but less than twenty (20) years of such service, shall receive four (4) weeks of vacation with pay. Employees with twenty (20) or more years of continuous municipal service shall receive five (5) weeks vacation with pay.

23.2 a) Employees with one (1) week vacation are not eligible for either the option of carryover or payout as set forth below.

b) Employees with two (2) weeks vacation may exercise the option of carrying over only one (1) week of unused vacation time from one (1) vacation year to the next vacation year, but are not eligible for the option of payout for unused vacation time.

c) Employees with three (3) weeks or more vacation in addition to the carryover option set forth in (b) 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 carryover and payout 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 with four (4) weeks or more vacation, in addition to the carry over option set forth in (b) above, 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 payout 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.

e) Employees who have not carried over from the prior year who elect the payout 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 payout option shall be paid at a rate equal to such employee's salary at the end of the prior

vacation year. All payouts shall be paid to the employee at the end of the vacation year, on or about April 1st, in which the election is made. An irrevocable election must be made by December 31st, of each year in accordance with the City's Vacation Carry Over Policy as determined by IRS State Statutes and Regulations.

ARTICLE 24 - SICK LEAVE

24.1 Sick Leave Allowance - Effective July 1, 1996, those employees hired prior to July 1, 1992 shall earn fifteen (15) sick days; those hired after July 1, 1992 shall earn ten (10) sick days.

For employees hired after July 1, 1996, the days shall accrue, to employees, in the following manner: Five (5) days shall accrue on July 1st, of each year and five (5) days on January 1st. Employees shall receive the pro-rate share of the five (5) days for each completed month prior to either July 1st or January 1st.

For employees hired before July 1, 1992, the sick days shall be accrued at the rate of one and one-fourth (1¼) day per month.

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 department supervisor, may be required on the fourth day for any absence consisting of four (4) or more consecutive working days.

24.4 Sick Leave Pay-Out - Sick leave accumulated at retirement or death or other separation from City service, shall be paid out as follows:

a) Effective July 1, 1992, upon retirement or other separation from City service, an employee shall be credited for the period of time corresponding to the amount of the sick leave accumulated. The above stated credit shall be paid on a lump sum basis of fifty percent (50%) of all unused sick leave earned after July 1, 1992.

b) All sick leave accumulated as of June 30, 1992, if unused upon separation shall be paid at the rate of eight-five percent (85%) at the salary dollar, effective on that date.

c) All employees hired on or after the ratification date of this agreement shall be able to accumulate unused sick leave without limit, but shall not be entitled to a payment for unused sick leave at their separation from employment with the City.

d) On the death of the employee, entitled to a payout, the amount of sick leave time credited to the employee shall be payable to his/her spouse, and/or children, or estate.

24.5 The City shall maintain a system for tracking employee sick leave accumulation and shall periodically advise the employees of this information. An employee may make

one annual inquiry regarding the employee's sick leave accumulation.

ARTICLE 25 - PERSONAL LEAVE

25.1 Up to four (4) personal leave days 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.

25.2 Employees shall notify their supervisor no later than the prior business day of the proposed use of a personal day except in an emergency.

ARTICLE 26 - BEREAVEMENT LEAVE

26.1 **Bereavement Leave** - Each employee shall be granted three (3) days leave with pay in the event of a death in his/her immediate family for the purpose of attending the funeral or memorial services. For purposes of this Article, the term "immediate family" shall mean and include the following: Mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, grandparent, grandchildren, and step-parents. 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 (1) day leave with pay for the death of any aunt, uncle, brother-in-law or sister-in-law.

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 except upon written request of the employee and a guarantee by that employee that he/she will serve the City for 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.

Should the nature of the position require a permanent replacement, upon granting of the leave, the employee shall be notified of that. Upon returning from the leave the employee shall be placed in a substantially equivalent position in which he/she has demonstrated that he/she can perform effectively while in City service.

Failure on the part of an employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

27.2 Family and Medical leave shall be granted in accordance with the City's Family and Medical Leave Policy.

ARTICLE 28 - CATASTROPHIC DISABILITY LEAVE

Intent – The intent of this article is to allow an employee who becomes disabled and unable to work due to a catastrophic medical illness or condition that is not a workers compensation claim, the opportunity to continue their healthcare insurance for up to one (1) year.

28.1 Any employee who becomes medically disabled due to a catastrophic illness and is unable to perform their normally assigned duties may apply for medical leave by submitting a written statement from their physician indicating their present physical condition, the nature of the medical disability, the limitations to which that disability imposes upon their ability to continue with their normally assigned duties, and the probable duration of the disability.

28.2 Any employee so medically disabled within the meaning of this article shall be allowed to continue their City provided healthcare insurance at the same level that existed when they became disabled provided they continue paying their required premium cost share (PCS) contributions for said healthcare insurance.

28.3 Any employee medically disabled as a result of a catastrophic illness 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 disabled as a result of a catastrophic illness or medical complications related to the catastrophic illness must return to their position when they are physically able to perform their duties without restrictions. The City may require medical proof of any disability which it considers unduly long in duration.

28.5 The maximum duration for leave under this article shall be twelve (12) months from the first date of said leave.

ARTICLE 29 - WORKER'S COMPENSATION

29.1 Employees determined to be eligible for worker's compensation shall receive such compensation as maybe required by law.

29.2 Absence from work required by virtue of a job-related accident determined to be compensable under the Worker's Compensation statue 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 Each employee injured or disabled as provided under this Article must choose from the list of health care providers for the City of Bridgeport Workers' Compensation

Managed Care Plan, as may be modified from time to time.

29.4 Modified Duty - If an employee on workers' compensation has a modified or restricted work capacity, the City may, in its discretion, request the employee return to a modified duty position. Such work shall be within the restrictions outlined by the treating medical provider. The employee shall receive his/her regular pay provided he/she works the same number of hours in his/her regular position, otherwise the salary shall be prorated depending on hours worked. The City shall endeavor to utilize the individual in a position where the work is similar to bargaining unit work. The City reserves the right to limit the available number of modified duty positions. These positions are intended to be temporary in nature, generally not to exceed three (3) months in duration and prepare the employee to return to full duty. Nothing herein shall impair an employee's right to take leave provided by external law.

29.5 Maximum Length of Leave: The maximum length of the workers compensation leave shall be achievement of maximum medical improvement (MMI) or twelve (12) months **whichever comes first.**

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 City reimbursement provided herein required for jury duty more often than once in a fiscal year.

VI. MISCELLANEOUS

ARTICLE 31 - NONDISCRIMINATION

31.1 The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, sexual orientation, marital status, race, color, creed, national origin, handicap, political affiliation or union membership. Any claimed violation of this Article over which the Connecticut

Commission on Human Rights and Opportunities and/or federal Equal Employment Opportunities Commission would have jurisdiction may be processed through the grievance procedure to the last step prior to arbitration; thereafter, any such claimed violation may be arbitrated only if so agreed by both parties.

ARTICLE 32 - COPIES OF THE CONTRACT

32.1 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 five (5) signed copies of this Agreement.

ARTICLE 33 - SAVINGS CLAUSE

33.1 If any section, sentence, clause or phrase of this Agreement shall be held for any reason 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 34 - AMERICAN'S WITH DISABILITIES ACT

34.1 Subject to the parties' obligation to bargain pursuant to the Municipal Employees' Relations Act and the specific provision of this agreement, nothing in this Agreement shall prohibit the City from acting to comply with the requirements of the Americans with Disabilities Act. In the event of a dispute with respect to such action, the City may implement a proposed reasonable accommodation for the purpose of compliance with the ADA subject to the Union's right to challenge such action thereafter.

ARTICLE 35 - TERMINATION OF CONTRACT

35.1 All provisions of this agreement shall be effective as of the first (1st) day of July 2022 and shall remain in full force and effect until the thirtieth (30th) day of June 2026. This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not more than one hundred fifty (150) days nor less than one hundred twenty (120) days prior to the expiration date that it desires to modify this agreement, In the event such notice is given, negotiations shall begin not later than ninety (90) days prior to the expiration date. In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the expiration date.

ARTICLE 36 - AIRPORT CERTIFICATION SPECIALISTS (ACES)

36.1 Wages - ACES shall maintain their present Civil Service step increases until an employee reaches the highest step on the scale. For ACES and any other bargaining unit employees whose regular work week consists of four (4) ten (10) hours days, a week's vacation shall consist of four (4) work days and one (1) scheduled day off. For such employees, the per diem for purpose of holiday pay, paid personal days and paid sick days shall consist of ten (10) hours.

An employee who has successfully served in a provisional capacity for a period of one year shall be considered a permanent employee and shall not be subject to any future testing.

36.2 Any general wage increase negotiated by the parties on behalf of the entire bargaining unit will be added into the ACES step scale structure going forward for all ACES position, regardless of whether they are filled at the time.

ARTICLE 37 - MISCELLANEOUS PROVISION

37.1 Civil Service Applicability - 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. In the event positions in LIUNA are transferred to Civil Service, the City and the Union agree that current employees shall not be required to test for their position. Further, it is agreed that all positions within the Union shall be classified as non-competitive. In such event of a transfer, the parties agree to bargaining regarding the impact.

37.2 Drug and Alcohol Testing: The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General Statutes section 31-51t through 31-51bb, inclusive, excluding section 31-51v and will use only laboratories properly certified by NIDA to conduct such test. In the event such test result is positive, the employee will be provided, on the first such occasion, an opportunity to be rehabilitated through referral to the City's Employee Assistance Program (EAP) provided that there is no underlying conduct or event to support a termination for just cause. After successfully completing the rehabilitation program, the employee may be subject to random drug and/or alcohol testing for a period of one (1) year. If the employee fails to complete the rehabilitation program or abide by its conditions, the City reserves the right to proceed with such disciplinary action as it considers appropriate for the underlying event or conduct, based upon just cause. Those employees required to have a CDL license, shall be subject to the Drug and Alcohol Policy applicable to CDL drivers.

37.3 School Department Employees - Employees assigned to a school shall be excused with no loss of pay in the event of school cancellation, delayed opening or early

closing due to inclement weather. However, if the City is able to utilize these employees within the scope of their regular duties at an alternative site, the city can require employees to work under these circumstances. The site coordinators in the Board of Education, which positions are specified in the Attached Appendix D, shall receive the week off with pay during Christmas week when schools are not in session provided that such recess shall not exceed five (5) days exclusive of Christmas and New Year's day.

37.4 Department Heads retain sole discretion/authority for the assigning of take home vehicles.

37.5 All other terms and conditions of the current Collective Bargaining Agreement shall remain unchanged.

ARTICLE 38 - JOB RECLASSIFICATION

38.1 Effective June 1, 2009, the Union and the City will initiate a process to conduct a reclassification and job evaluation of existing LIUNA bargaining unit positions. Said process shall include a review of LIUNA bargaining unit positions and rewriting of existing job descriptions.

38.2 Said reclassification process shall employ an evaluation system identical or similar to the Position Appraisal Method (PAM)/Job Evaluation system developed by the Public Administration Service (PAS). Said PAM/PAS system utilizes a Point Rating Factor Comparison method of job evaluation. Each position within the bargaining unit is evaluated and rated using the same factors. The Union and the City may also agree to use a different job evaluation system, or they may agree to use the existing City of Bridgeport Civil Service System.

38.3 The above noted job evaluation process shall be conducted by a committee of four (4), two (2) members appointed by the City and two (2) members appointed by the Union. A fifth (5th) member shall be selected by the City and the Union and shall act as a facilitator to the committee for the purposes of conducting the job evaluation study. It is the intent of this agreement that the City and the Union will work together to complete the job evaluation process and establish mutually agreeable job descriptions, position rankings and ratings by December 31, 2009.

38.4 The reclassification process shall also include a salary and wage study of the existing LIUNA pay plan. It is also the intent of the parties that a new pay plan shall be developed that will employ a step system similar to what is presently in place for other Civil Service bargaining units in the City of Bridgeport.

38.5 The Union and the City may agree that certain LIUNA positions may be placed in wage schedules and receive step or salary adjustments to be effective July 1, 2010. If the City and the Union fail to agree, the entire job evaluation study or parts thereof

shall be referred to a neutral mediator or arbitrator selected by the parties who shall resolve any disputes concerning job descriptions, position rankings and ratings, and wage schedules including step or salary adjustments. Parties agree that the cost of the neutral arbitrator shall be borne equally by the parties.

38.6 No current LIUNA member shall be downgraded, or suffer financial loss, as a result of the implementation of the reclassification and job evaluation of existing bargaining unit positions.

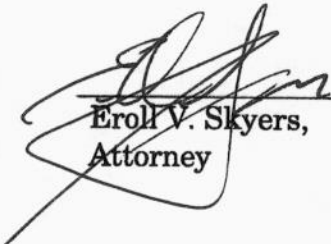
38.7 LIUNA members, who are awarded promotional LIUNA positions in the future, shall be initially placed at the step of the promotional position that represents an actual compensation increase.

SIGNATURES

In witness thereof on this _____ day of _____, 2023, the parties hereto set their hands.


FOR THE CITY

Joseph P. Ganim, Mayor



Eroll V. Skyers,
Attorney

FOR THE UNION



Keith Brothers,
Business Manager, LIUNA Local 1224

APPENDIX A

Job Class	Job Desc	Job Group
G136	Nutritionist	2
9106	WIC Nutritionist	2
8439	Airport Certification Speciali	2A
G287	ADA Coordinator	3
G420	Anti Blight Technician	3
G274	Assistant Coordinator - V.A.	3
G381	Bilingual-Hiv Prevention Couns	3
G425	Community Inclusion Support Sp	3
G208	Community Project Coordinator	3
G181	Coordinator/Project Care	3
G326	Crime Analyst	3
G180	Crime Prevention Specialist	3
G130	Director R.S.V.P.	3
G282	Drug Treatment Advocacy Coordi	3
G125	Elderly Health Coordinator	3
G149	HIV Counselor	3
G160	HIV Intervention Specialist	3
G249	HIV Outreach Educator	3
G380	HIV Prevention Counselor/Case	3
8277	HIV Van Driver/Outreach Worker	3
G020	Illegal Dumping Coordinator	3
G139	Immunization Outreach Worker	3
G150	Needle Exchange Outreach Worke	3
G128	Outreach Educator	3
G409	Paths Coordinator	3
G358	Prevention Outreach Specialist	3
G370	Prevention Project/Case Manage	3
G369	Prevention Project/Paths Coord	3
G141	Program Coordinator-Fetal & In	3
6011	Program Site Monitor	3
G286	Program Site Monitor	3
G263	R.S.V.P. Assistant Director	3
G023	Recreation Coordinator	3
G350	Recreation Project Coordinator	3
G098	Social Service Coordinator	3
G163	Substance Abuse Specialist	3
G443	Transportation Coordinator (35	3
G304	Director of Veterans' Affairs	3
G379	Victim Advocate-Community Serv	3
G179	Victim Assistance Coordinator	3
G318	Weed And Seed Project Coordina	3
G209	Youth Program Manager	3
1217	Application Specialist	4
G043	Auditor	4
G397	Business Analyst	4
G059	CAD Data Coordinator	4

G030	Computer Operator	4
G328	Computer Specialist	4
G437	Data Architect	4
G164	Data Control Clerk	4
G284	Data Control Clerk	4
G048	Desk Clerk/Help	4
G040	Desk Dispatcher/Help	4
1218	GIS Technician	4
G211	Junior Programmer	4
G394	Network Analyst	4
G399	Network Analyst	4
1212	Network Architect	4
G323	PC Network Analyst	4
G039	PC Network/Application Analyst	4
G213	PC Specialist	4
G009	Program Analyst	4
G010	Programmer	4
G440	Project Specialist (35 Hrs)	4
G065	Senior Analyst	4
G400	Senior Computer Operator	4
G395	Senior PC Network Application	4
G396	Senior Programmer Analyst	4
1215	Server Specialist	4
G438	Support Specialist I (35 Hrs)	4
1211	Support Specialist II (35 Hrs)	4
G445	Support Specialist II (35 Hrs)	4
G331	Systems Programmer	4
G355	Accounting Coordinator	5
1135	Admin Asst To Bpd Dep Chf	5
1123	Administrative Assistant	5
1134	Administrative Assistant	5
G041	Administrative Assistant	5A
G042	Administrative Assistant/Offic	5
G340	Affirmative Action Specialist	5
G189	Benefits Coordinator	5
1055	Constituent Services	5
G334	Employee Benefits Coordinator	5
G172	Employee Services Assistant	5
0138	Executive Assistant	5
G299	Executive Assistant	5
G221	Human Resources Generalist	5
G199	Office Coordinator	5
G131	Office Manager	5
G230	Office Specialist	5
G167	Senior Office Manager	5
1130	Admin Assist CAO	5A
1131	Executive Assistant Finance	5A

1124	Executive Assistant Labor Rel	5A
1132	Executive Assistant OPM	5A
1053	Mayor'S Executive Secretary	5A
G412	Mayor'S Executive Secretary(Ac	5A
1254	Receptionist	5A
1255	Secretary	5A
G099	Accountant	6
G119	Accountant For Federal/State G	6
G114	Administrative/IDIS Coordinatr	6
1320	Assistant Special Project Mana	6
1335	Assistant Special Project Mang	6
G382	Capitol Projects Fixed Assets	6
G289	Contract/Fiscal Coordinator	6
G106	Finance Officer	6
G004	Financial Manager	6
G389	Fiscal Quality Control Analyst	6
2308	IDIS/Finance Specialist	6
G255	Internal Audit Manager	6
G218	Internal Auditor	6
G293	Payroll Account Supervisor	6
G097	Payroll Processing Supervisor	6
G377	Property Tax Analyst	6
G442	Senior Payroll Administrator (6
G314	Special Projects Coordinator	6
1332	Special Projects Coordinator-P	6
G197	Special Revenue Manager	6
G195	Staff Internal Auditor	6
G223	Alarm Administrator	7
G292	Assistant Construction Manage	7
G373	Associate Dir Of Proj Mngt	7
G322	Business Recruiter	7
G112	Construction Manager	7
G422	Construction Monitor (35 Hours	7
G202	Construction Services Administ	7
G079	Contract Compliance Officer	7
G375	Deputy Director Of Economic De	7
G336	Deputy Director Of HRD	7
2307	Design Review Coordinator	7
G206	Development Program Specialist	7
G117	Director - Fair Housing	7
G225	Economic Development Associate	7
G028	Economic Development Specialis	7
1319	Grant Writer	7
G417	Grants Financial Manager(35Hrs	7
G071	Grants Writer	7
G243	Grantswriter/Senior Planner	7
G108	Housing Division Manager	7

G431	Housing Specialist (35 Hrs)	7
G291	Mgr Of Housing Construction &	7
G121	Monitor And Evaluation Coordin	7
G110	Neighborhood Coordinator	7
G046	Planner 2	7
G090	Planner 3	7
G342	Planner OPED	7
2305	Program Manager - CDBG	7
G251	Program Manager - ESG/HOPWA	7
2306	Program Manager - HOME	7
G418	Program Manager (35 Hrs)	7
G429	Program Manager (35 Hrs)	7
1327	Project Manager OPM Management	7
1326	Project Manager OPM Systems	7
G182	Project Mgr/Construction	7
G123	Real Estate Specialist	7
G107	Relocation Coordinator	7
G062	Research Analyst	7
G111	Senior Finance Specialist	7
G351	Sr. Economic Development Assoc	7
G275	Youth Coordinator	7
0098	Coordinator (NC)	8
0054	Coordinator-FRC	8
0056	Coordinator-Parent Center	8
0120	Detention Center Coordinator	8
0118	Program Site Monitor	8
0064	Quality Enhancement Coord.	8
0057	Sch. Readiness Coord.	8
0137	Site Facilitator	8
G450	Acting Director Of Finance/Com	
G398	Administrative Planner	
G372	Assistant Tax Assessor	
G415	Billing Coordinator (35Hrs)	
G014	Budget Coordinator	
G224	Capital Project Administrator	
G430	Community Organizer (35 Hrs)	
G345	Education Coordinator	
0168	Employment Coord.-Lighthouse	
G035	Enterprise Community Neighborh	
0140	Exec. Asst./Info Sys. Coord.	
G092	Family Support Worker	
1329	Fiscal Administrator	
G317	Human Resources Coordinator	
1314	Internal Audit Manager	
G258	LGFS Coordinator	
G283	LPC Specialist	
G301	Office Aide	

G300	Photo Id Technician
G214	Programmer/Payroll
G032	Recycling Coordinator
G321	Re-Evaluation Coord.
2409	Rehabilitation & New Construct
G297	Safety Director
G316	Safety Specialist
0163	Secretary To Supt.
G294	Senior Financial Clerk
G325	Tape Librarian

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.

CONNECTICUT PARTNERSHIP PLAN

2.0

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**.

CONNECTICUT PARTNERSHIP PLAN

2.0

PRESCRIPTION DRUGS

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 www.osc.ct.gov/ctpartner) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It

is not enough for your doctor to note "dispense as written" on your prescription; a separate form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandatory 90-day Supply for Maintenance Medications

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

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on www.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**

2.0

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

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

APPENDIX

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.



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 PROGRAMSM	<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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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:	
In-Network Reimbursement	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.
Non-Network Reimbursement	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.
Cross Accumulation	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.
Calendar Year Benefits Maximum	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.
Calendar Year Deductible	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.
Carryover Provision	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.
Pretreatment Review	Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.
Alternate Benefit Provision	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.
Oral Health Integration Program*	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.
Timely Filing	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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APPENDIX E

Benefits Eligibility Based on Date of Hire

Applicable Benefits (Serv Date)	Applicable Benefits (Pos Hire Date)	Emp #	Job Class Description	Hire Date	Service Date	Original Date
(1) (2) (3)	(4)	10912	PROJECT MANAGER OPM MANAGEMENT	07/01/2022	03/03/2008	03/03/2008
(2) (3)	(4)	12369	COORDINATOR-FRC	04/05/2018	07/01/2009	01/24/2008
(1) (2) (3)	(1) (2) (3)	15039	OCCUPATIONAL THERAPIST	01/12/2009	01/12/2009	01/12/2009
(1) (2) (3)	(1) (2) (3)	15079	OCCUPATIONAL THERAPIST	02/24/2009	02/24/2009	02/24/2009
(1) (2) (3)	(1) (2) (3)	18888	SCH. READINESS COORD.	01/27/1998	01/27/1998	01/27/1998
(1) (2) (3)	(4)	19528	YOUTH PROGRAM MANAGER	02/20/2018	01/23/2001	01/23/2001
(1) (2) (3)	(1) (2) (3)	19676	RECEPTIONIST	04/15/2002	08/07/2002	04/15/2002
(1) (2) (3)	(4)	19686	ADMINISTRATIVE ASSISTANT	04/24/2017	03/05/2001	03/05/2001
(1) (2) (3)	(4)	19706	ADMINISTRATIVE ASSISTANT	06/24/2016	11/08/2004	11/08/2004
(1) (2) (3)	(1) (2) (3)	19776	SUPPORT SPECIALIST I (35 HRS)	04/24/2006	01/06/1992	01/06/1992
(1) (2) (3)	(4)	23226	PROGRAM MANAGER - ESG/HOPWA	08/17/2022	12/15/1997	10/06/1997
(1) (2) (3)	(1) (2) (3)	23856	CONSTITUENT SERVICES	02/13/2004	02/13/2004	02/13/2004
(1) (2) (3)	(1) (2) (3)	28156	SUPPORT SPECIALIST II (35 HRS)	04/24/2006	07/17/1981	07/17/1981
(1) (2) (3)	(2) (3)	52036	ADMINISTRATIVE ASSISTANT	02/08/2010	09/28/1996	10/30/1995
(1) (2) (3)	(1) (2) (3)	65489	RECREATION COORDINATOR	03/07/2005	03/07/2005	03/07/2005
(1) (2) (3)	(1) (2) (3)	71686	TRANSPORTATION COORDINATOR (35	12/19/2005	09/14/2004	09/13/2004
(1) (2) (3)	(4)	75123	ADMIN ASSIST CAO	02/03/2020	07/24/1994	06/16/1994
(1) (2) (3)	(2) (3)	75343	SENIOR PAYROLL ADMINISTRATOR (11/02/2009	06/05/1999	06/05/1999
(4)	(4)	200257	PROGRAM MANAGER - CDBG	04/10/2023	09/12/2016	06/30/2008
(2) (3)	(2) (3)	200607	OCCUPATIONAL THERAPIST ASST	08/24/2009	08/24/2009	08/24/2009
(2) (3)	(2) (3)	200705	OCCUPATIONAL THERAPIST	08/24/2009	08/24/2009	08/24/2009
(2) (3)	(2) (3)	200824	OCCUPATIONAL THERAPIST ASST	11/23/2009	11/23/2009	11/23/2009
(2) (3)	(4)	207643	ADMINISTRATIVE ASSISTANT	05/10/2018	05/10/2010	05/10/2010
(3)	(3)	209103	OFFICE COORDINATOR	12/15/2015	03/17/2015	06/07/2010
(2) (3)	(3)	210175	COORDINATOR-FRC	10/09/2012	11/08/2010	11/08/2010
(4)	(4)	210947	ASSISTANT SPECIAL PROJECT MANG	02/13/2023	12/27/2016	06/23/2011
(3)	(3)	211127	OCCUPATIONAL THERAPIST	10/14/2011	10/14/2011	10/14/2011
(3)	(4)	211432	EXECUTIVE ASSISTANT	04/24/2017	12/12/2011	12/12/2011
(3)	(3)	212225	OCCUPATIONAL THERAPIST	11/19/2012	11/19/2012	11/19/2012
(3)	(3)	213349	SR. ECONOMIC DEVELOPMENT ASSOC	03/31/2014	03/31/2014	03/31/2014
(3)	(3)	213460	CAPITOL PROJECTS FIXED ASSETS	06/16/2014	06/16/2014	06/16/2014
(3)	(3)	214066	SUPPORT SPECIALIST II (35 HRS)	10/27/2014	10/27/2014	10/27/2014
(3)	(4)	214074	SUPPORT SPECIALIST II (35 HRS)	05/02/2022	11/06/2014	11/06/2014
(4)	(4)	214292	PROGRAM SITE MONITOR	12/10/2018	12/10/2018	04/13/2015
(4)	(4)	214733	ASSOCIATE DIR OF PROJ MNGT	03/28/2023	11/11/2016	08/17/2015
(4)	(4)	214974	ADMINISTRATIVE/IDIS COORDINATR	08/17/2022	04/28/2017	10/13/2015
(4)	(4)	215136	EMPLOYEE BENEFITS COORDINATOR	04/05/2021	10/24/2016	12/21/2015
(4)	(4)	215381	ANTI BLIGHT TECHNICIAN	04/12/2021	04/12/2021	05/02/2016
(4)	(4)	215653	PROGRAM MANAGER - HOME	08/17/2022	07/25/2016	07/25/2016
(4)	(4)	215952	AIRPORT CERTIFICATION SPECIALI	06/21/2022	07/14/2018	09/26/2016
(4)	(4)	215993	CRIME ANALYST	10/17/2016	10/17/2016	10/17/2016
(4)	(4)	216110	OCCUPATIONAL THERAPIST ASST	01/09/2017	01/09/2017	01/09/2017

(1) = Grandfathered under 15/55 rule for retiree medical benefits (Hired on or before 6/30/2009)
 (2) = Healthcare Premium Cost Share (PCS) capped at 25% (Hired on or before 12/17/2010)
 (3) = Eligible for retiree healthcare if qualifications met (Hired on or before 12/31/2015)
 (4) = Not eligible for retiree healthcare benefits (Hired after 12/31/2015)

Applicable Benefits (Serv Date)	Applicable Benefits (Pos Hire Date)	Emp #	Job Class Description	Hire Date	Service Date	Original Date
(4)	(4)	218215	MGR OF HOUSING CONSTRUCTION &	02/19/2019	02/19/2019	02/19/2019
(4)	(4)	218343	NETWORK ARCHITECT	06/10/2019	06/10/2019	06/10/2019
(4)	(4)	218352	RECREATION COORDINATOR	02/12/2022	02/12/2022	06/17/2019
(4)	(4)	219811	SERVER SPECIALIST	04/05/2021	04/05/2021	04/05/2021
(4)	(4)	219832	ANTI BLIGHT TECHNICIAN	04/26/2021	04/26/2021	04/26/2021
(4)	(4)	219930	GRANT WRITER	06/21/2021	06/21/2021	06/21/2021
(4)	(4)	220246	ADMINISTRATIVE ASSISTANT	08/09/2021	08/09/2021	08/09/2021
(4)	(4)	220377	OCCUPATIONAL THERAPIST ASST	08/23/2021	08/23/2021	08/23/2021
(4)	(4)	220378	OCCUPATIONAL THERAPIST ASST	08/23/2021	08/23/2021	08/23/2021
(4)	(4)	220436	OCCUPATIONAL THERAPIST ASST	08/23/2021	08/23/2021	08/23/2021
(4)	(4)	220456	OCCUPATIONAL THERAPIST	08/30/2021	08/30/2021	08/30/2021
(4)	(4)	220474	HUMAN RESOURCES GENERALIST	07/01/2022	09/07/2021	09/07/2021
(4)	(4)	220671	PLANNER 2	11/29/2021	11/29/2021	11/29/2021
(4)	(4)	220678	OCCUPATIONAL THERAPIST	12/02/2021	12/02/2021	12/02/2021
(4)	(4)	220741	DESIGN REVIEW COORDINATOR	01/03/2022	01/03/2022	01/03/2022
(4)	(4)	220766	VICTIM ASSISTANCE COORDINATOR	01/17/2022	01/17/2022	01/17/2022
(4)	(4)	220816	SR. ECONOMIC DEVELOPMENT ASSOC	03/01/2022	03/01/2022	03/01/2022
(4)	(4)	220949	ADMINISTRATIVE ASSISTANT	05/31/2022	05/31/2022	05/31/2022
(4)	(4)	220963	PLANNER OPED	06/06/2022	06/06/2022	06/06/2022
(4)	(4)	220988	GIS TECHNICIAN	06/21/2022	06/21/2022	06/21/2022
(4)	(4)	221290	ADMINISTRATIVE ASSISTANT	08/01/2022	08/01/2022	08/01/2022
(4)	(4)	221408	DATA ARCHITECT	08/15/2022	08/15/2022	08/15/2022
(4)	(4)	221598	OCCUPATIONAL THERAPIST	10/11/2022	10/11/2022	10/11/2022
(4)	(4)	221873	SUPPORT SPECIALIST II (35 HRS)	02/13/2023	02/18/2023	02/13/2023
(4)	(4)	222348	AIRPORT CERTIFICATION SPECIALI	07/17/2023	07/17/2023	07/17/2023
(4)	(4)	222578	OCCUPATIONAL THERAPIST ASST	08/28/2023	08/28/2023	08/28/2023
(4)	(4)	222701	CONTRACT COMPLIANCE OFFICER	09/18/2023	09/18/2023	09/18/2023

APPENDIX F

Agreement Regarding Premium Cost Share (PCS) Contributions for New Members

This agreement is between the City of Bridgeport (hereinafter the "City"), the Laborers International Union of North America (LIUNA), Local 200 (hereinafter the "Union").

The parties above hereby agree to the following:

1. The intent of this agreement is to clarify the percent (%) amount of premium cost share (PCS) to be paid by new members of the union and to illuminate the distinction between new members of the union hired by the City on or before December 17, 2010 and those hired after December 17, 2010.
2. Members of the Union, or new members to the Union by virtue of an intra-City transfer, who were hired on or before December 17, 2010 and who were regular full time employees on said date shall have their PCS contribution capped at twenty five percent (25%) for their health care insurance.
3. The 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 at the time of their retirement.
4. New members to the Union, regardless of hire date, who were hired after December 17, 2010 shall pay a PCS contribution for their health care insurance according to the following schedule:

December 18, 2010	25%
July 1, 2011	26%
July 1, 2012	27%
July 1, 2013	28%
PCS shall increase by 1% per year on July 1 st of each year, until a cap of 50% is reached.	

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

5. Employees covered under item 2 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 3 above.

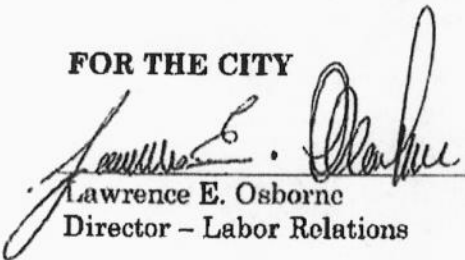
Exceptions to this provision are:

- 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.

6. This agreement covers PCS contributions for health care insurance (medical and prescription coverage) as generally provided by the City in 2011. This agreement shall not apply to new or substantially altered benefits plans not currently offered by the City, which may be instituted by the City or offered to its employees in the future.

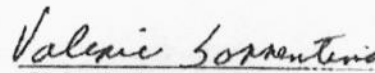
7. This agreement shall not constitute a practice or precedent under the collective bargaining agreement between the City and the Union. The Union will not cite or otherwise utilize this agreement or any of the substantive terms, in any grievance, arbitration (either grievance or binding interest) or any proceeding except for such proceeding to enforce the terms and conditions of this agreement.

FOR THE CITY


Lawrence E. Osborne
Director - Labor Relations

12/30/11
Date

FOR THE UNION


Valerie Sorrentino
Business Manager

12-30-11
Date

APPENDIX G

MEMORANDUM OF AGREEMENT between

[City of Bridgeport.

and

[LIUNA]

The undersigned Parties hereby agree as follows:

1. Plan Changes

Effective October 1, 2018, in lieu of the existing health plan offered to employees and retirees (hereinafter "plan participants") administered by CIGNA and Express Scripts, Inc., the Parties agree to switch plan participants to the State of Connecticut Partnership 2.0 Plan (Plan). If at any time the City determines that the cost and/or any of the Plan's components are no longer competitive, the City may terminate the Partnership 2.0 Plan and revert back to the plan design as it existed in the CBA on September 30, 2018. Further, plan participants are subject to Plan changes as the Plan may be amended from time to time.

2. Employee Contribution

- a. Employees shall contribute towards the cost of the Partnership 2.0 Plan in accordance with currently negotiated terms and conditions of the collective bargaining agreement as they pertain to employee/retiree healthcare premium cost share contributions.
- b. A component of the Partnership 2.0 Plan is the Health Enhancement Program (HEP) pursuant to which participants must comply with certain health screenings requirements and procedures, the failure to comply with which results in financial penalties including additional monthly costs. In addition to the cost-sharing referenced in (a) above, employees who are non-compliant or whose dependents are non-compliant with HEP, shall also be responsible for paying the penalties, which will be added to their PCS contribution.

3. Providers

The City of Bridgeport, in conjunction with United Healthcare, will work with Union to bring any providers currently used by members who are not part of the United Healthcare Network, into the Plan.

[CITY]

[LIUNA Local 1224]

By 

By 

Date: 10/25/18

Date: 10-25-18

(LIUNA HEALTHCARE AGREEMENT)

Page 1 of 1

APPENDIX H

**Tentative Agreement
Between
City of Bridgeport
And
LIUNA**

Contract Date	Wage	PCS	Buy-Out
1. 7/1/2009 to 6/30/2010	0%	12%	\$ 500.00
2. 7/1/2010 to 12/31/2010	0%	15%	\$1,500.00
3. 1/1/2011 to 6/30/2011	3%	18%	\$1,500.00
4. 7/1/2011 to 6/30/2012	2%	21%	\$2,000.00
5. 7/1/2012 to 6/30/2013	2%	25%	\$2,000.00 Capped

- The City agrees there will be no lay-offs of current LIUNA members through December 31, 2010. Except, this shall not apply in cases where grant funding expires.
- Effective June 1, 2009, the Union and the City will initiate a process to conduct a reclassification and job evaluation of existing LIUNA bargaining unit positions. Said process shall include a review of LIUNA bargaining unit positions and rewriting of existing job descriptions.

Said reclassification process shall employ an evaluation system identical or similar to the Position Appraisal Method (PAM)/Job Evaluation system developed by the Public Administration Service (PAS). Said PAM/PAS system utilizes a Point Rating Factor Comparison method of job evaluation. Each position within the bargaining unit is evaluated and rated using the same factors. The Union and the City may also agree to use a different job evaluation system, or they may agree to use the existing City of Bridgeport Civil Service system.

The above noted job evaluation process shall be conducted by a committee of four (4), two (2) members appointed by the City and two (2) members appointed by the Union. A fifth (5th) member shall be selected by the City and the Union and shall act as a facilitator to the committee for the purposes of conducting the job evaluation study. It is the intent of this agreement that the City and the Union will work together to complete the job evaluation process and establish mutually agreeable job descriptions, position rankings and ratings by December 31, 2009.

The reclassification process shall also include a salary and wage study of the existing LIUNA pay plan. It is also the intent of the parties that a new pay plan shall be developed that will employ a step system similar to what is presently in place for other Civil Service bargaining units in the City of Bridgeport.

The Union and the City may agree that certain LIUNA positions may be placed in wage schedules and receive step or salary adjustments to be effective July 1, 2010. If the City and the Union fail to agree, the entire job evaluation study or parts thereof shall be referred to a neutral mediator or arbitrator selected by the parties who shall resolve any disputes concerning job descriptions, position rankings and ratings, and wage schedules including step or salary adjustments. Parties agree that the cost of the neutral arbitrator shall be borne equally by the parties.

No current LIUNA member shall be downgraded, or suffer financial loss, as a result of the implementation of the reclassification and job evaluation of existing bargaining unit positions.

LIUNA members, who are awarded promotional LIUNA positions in the future, shall be initially placed at the step of the promotional position that represents an actual compensation increase.

- Effective July 1, 2009 the provisions of the collective bargaining agreement that apply to employees who retire, shall be changed to define future retirees as:

"for purposes of this contract "retirees" shall mean employees who: (a) have completed twenty-five (25) years of continuous municipal service regardless of age; and (b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF Fund B"

In addition, any newly hired or promoted employees into a LIUNA bargaining unit position shall only receive the above benefits after twenty-five (25) years of service.

Any current LIUNA member, listed on the attached Appendix, who may in the future change jobs within LIUNA, shall continue to be covered under the terms of the current agreement and will not be subject to a change in PCS or years needed for retirement.

- It is the intent of this Agreement that all current LIUNA members (listed on the attached Appendix) shall be "grandfathered" under the terms of the current Collective Bargaining Agreement.

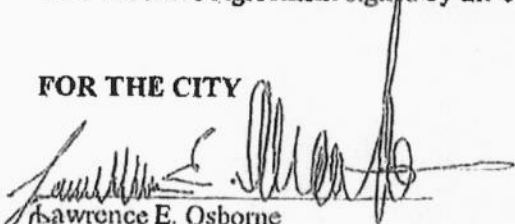
All current employees as of the date of the execution of this contract shall continue to be eligible to retire and receive the medical benefits provided by the current Collective Bargaining Agreement provided they have attained the following:

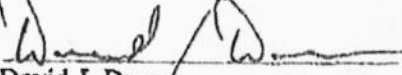
- A) Completed fifteen (15) years of municipal service and are age fifty-five (55) or who have completed twenty-five (25) years of municipal service regardless of the age; and
- B) Are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF-Fund B.

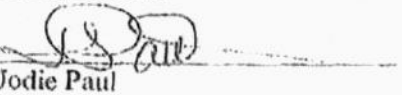
- LIUNA members who are currently on payroll will have their PCS contribution capped at twenty-five percent (25%) contribution as of July 1, 2012. This PCS cap is guaranteed to remain intact during the individual employees employment period and entire period of retirement.
- New bargaining unit members, hired during the term of this bargaining agreement, shall start at twenty-five percent (25%) PCS contribution. There will be a one (1%) percent increase each year for the PCS contribution up to fifty-percent (50%). This shall be capped at fifty percent (50%) after twenty-five (25) years of municipal service employment. This PCS cap of fifty percent (50%) is guaranteed to remain in tact during the entire period of retirement.
- Department Heads retain sole discretion/authority for the assigning of take home vehicles.
- Effective July 1, 2010 all bargaining unit members shall be paid through the City's "direct deposit" payroll system.
- All other terms and conditions of the current Collective Bargaining Agreement shall remain unchanged.

This Tentative Agreement signed by the bargaining committees on June 8, 2009.

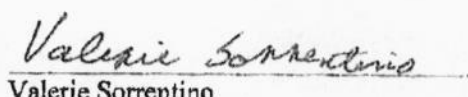
FOR THE CITY

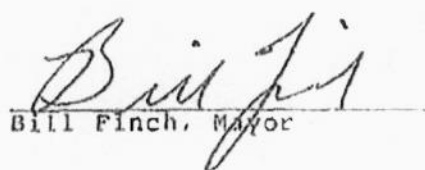

 Lawrence E. Osborne


 David J. Dunn


 Jodie Paul

FOR THE UNION


 Valerie Sorrentino


 Bill Finch, Mayor

APPENDIX I

TENTATIVE AGREEMENT **LIUNA, LOCAL 200**

DURATION

All provisions of this agreement shall be effective as of July 1, 2013 unless another effective date is specified herein, and shall remain in full force and effect until the thirtieth (30th) of June 2017.

ARTICLE 15 - WAGES

Effective July 1, 2013 -	3%
Effective July 1, 2014 -	3%
Effective July 1, 2015 -	2.5%
Effective July 1, 2016 -	2.5%

NEW LANGUAGE

The City and the Union agree to phase out the Insurance Buyout for employees who accept the Buyout but remain covered by the City. Beginning on July 1, 2016 the buyout will be reduced to \$1500.00 and on July 1, 2017 it will be reduced to \$1000.00 and on July 1, 2018 to \$500.00. Commencing on July 1, 2018 there will be no buyout available to those employees receiving health benefits from the City. For employees hired after December 31, 2015, no insurance buyout will be available if that employee receives health benefits from the City, generally from a spouse or other relative.

For those employees who receive health insurance from a source outside of the City, the buyout available to them will be as follows:

Beginning on July 1, 2016 - \$2500.00; July 1, 2017 - \$2750.00; July 1, 2018 - \$3000.00

NEW LANGUAGE – ARTICLE 19

For LIUNA members who retire on or after December 31, 2015, the parties agree that Medicare-eligible retirees and their spouses who are Medicare eligible are provided with a Medicare supplement plan in place of the city's insurance plan. At that time, the premium cost share as specified in Article 19.12 and 19.13 shall be based on the supplemental plan. Subject to final contract language, the following reflects the concept that the premium cost share shall be paid based on whatever plan(s) the retiree and covered dependents are enrolled in:

For retirees and their spouses attaining Medicare eligibility after the actual retirement date, the premium cost share shall be based upon the premium rate of the supplement plan provided by the City for said retirees and their spouses. The premium cost share

for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents.

ARTICLE 19 – INSURANCE

All members of the bargaining unit hired after December 31, 2015 will not be entitled to post retirement health benefits. It is understood that all employees on hired on or prior to December 31, 2015 shall be entitled to post retirement health benefits.

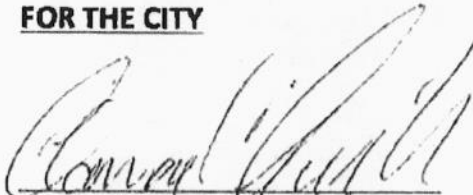
ARTICLE 19 NEW LANGUAGE (REOPENER) – INSURANCE

Effective July 1, 2016, the parties agree to reopen the contract to bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract on this issue, the City shall identify the specific benefit for which it is seeking to reopen the agreement and the date on which the City learned of this issue.

TERMS & CONDITIONS

This Tentative Agreement is subject to ratification by the union membership and the City.

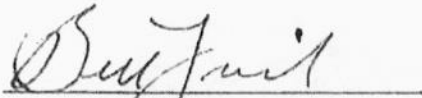
FOR THE CITY



Thomas C Austin
Senior Labor Relations Officer

10-13-15

DATE




Mayor Bill Finch

10/14/15

DATE

FOR THE UNION


Cory Branley
Business Manager

DATE

APPENDIX J

Group 8

Detention Center Coordinator

Even Start Coordinator

Family Resource Center Coordinator

Parent Center Coordinator

Quality Enrichment Coordinator

School Readiness Coordinator

Site Facilitator

TOTS Coordinator

Occupational Therapist

Occupational Therapist Assistant

National Network of Partnership Schools Facilitator

APPENDIX K

On-Call Agreement

This agreement is between the City of Bridgeport (hereinafter the "City"), and LIUNA Local 1224 (hereinafter the "Union")

Whereas the City has a need to have a computer specialist available in case a computer system emergency arises outside of normal working hours, and

Whereas multiple, but not all, employees in the City's Information Technology Services (ITS) Department possess the requisite knowledge, skills and abilities to diagnose and resolve computer problems;

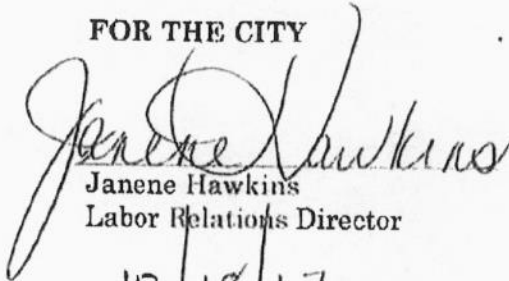
Therefore, to provide on-call emergency computer services coverage, the parties agree as follows:

1. An on-call roster of employees qualified to handle emergency computer situations is established.
2. The roster shall consist of active employees in the positions: Support Specialist II (Except Stella Folder), Server Specialist, and Network Architect
3. One employee per week (Monday 8:00 AM thru the following Monday at 8:00 AM) shall be assigned on-call duty. On-call assignment duty shall be rotated weekly.
4. A rotation list shall be kept and administered by Director of ITS. On-call assignments shall be distributed equitably amongst roster participants.
5. On-call pay of \$200 per week will be paid to the on-call employee for each complete week of on-call status.
6. An on-call device will be provided to the employee assigned on-call duty for the week. The on-call employee agrees to keep on call device (cell phone or equivalent) operational and in good working order, and must respond within 15 minutes when notified of an emergency.
7. The on-call employee is expected to attempt to resolve the emergency issue first from their remote location and, if not resolvable from a remote location, secure transportation to the City to resolve the issue on-site.
8. Overtime for responding to emergency situations shall be paid in accordance with Article 10 (Hours of Work and Overtime) and Article 16 (Call Back Pay) of the collective bargaining agreement. Said overtime

payment shall be in addition to the \$200.00 pay referred to in #5. Compensatory time shall not be issued in lieu of overtime pay.

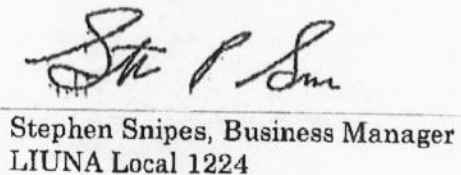
9. Swapping or substituting of on-call assignments may be allowed with the permission of Director of ITS provided there is no additional cost to the City.
10. If no eligible employee is willing to voluntarily accept an on-call assignment, the Director of ITS will order an eligible employee to accept the on-call assignment.
11. Failure of an on-call employee to respond to an emergency request in a timely manner can result in discipline.
12. This agreement may be revoked by either party with a 60-day written notice of revocation to the other party.
13. This agreement shall not constitute a practice or precedent under the collective bargaining agreement between the City and the Union. The Union, will not cite or otherwise utilize this agreement or any of the substantive terms, in any grievance, arbitration (either grievance or binding interest) or any proceeding except for such proceeding to enforce the terms and conditions of this agreement.

FOR THE CITY


Janene Hawkins
Labor Relations Director

10/18/17
Date

FOR THE UNION


Stephen Snipes, Business Manager
LIUNA Local 1224

10/18/17
Date

A G R E E M E N T
between
THE CITY OF BRIDGEPORT
and
THE CONNECTICUT LABORERS' DISTRICT
COUNCIL FOR THE BRIDGEPORT PUBLIC
EMPLOYEES UNION LOCAL 1224 665

July 1, 2022¹⁸ to June 30, 2026²²

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PREAMBLE

This Agreement is entered into by the City of Bridgeport, (the "Employer" or the "city") The Connecticut Laborers' District Council for the Bridgeport Public Employees Local Union 6651224 (the Union).

I. THE UNION AND UNION SECURITY

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for all of those positions or (substantially similar positions not presently included in another bargaining unit) in the City of Bridgeport, listed by job groups herein, (see Appendix A attached hereto). The Union reserves the right to claim additional or changed positions.

1.2 The Union recognizes the Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative of the City of Bridgeport for the purpose of collective bargaining. The parties further agree to bargain in good faith on all matters relating to wages, hours and other terms and conditions of employment.

ARTICLE 2 - CHECK-OFF

2.1 The City agrees to deduct from the pay of all employees covered by this Agreement, who 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 law, Union dues for such deduction period shall be deducted in a 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 any 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. It is also agreed that the obligation 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 to receive such funds from the City.

The City shall institute a separate payroll deduction, for all employees who elect to contribute to the Laborers' Political league.

2.2 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, no later than the fifteenth (15th) day of the following month (Weekly Dues).

2.3 Union Security - Agency Shop: It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective (execution) date of this Agreement shall remain members in good standing of the Union during the term of the Agreement. It shall be a condition of employment that all employees covered by this Agreement who are not members of the Union on the effective date of this Agreement shall on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union or pay to the Union an amount equal to dues payable by Union members during the term of the Agreement. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective (execution) date shall, on the 31st day following the beginning of such employment become and remain members in good standing in the Union or pay to the Union an amount equal to dues payable by members during the term of Agreement. All such dues shall be automatically payroll deducted and remitted to the Union.

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 sixty (60) calendar days after the date such deductions were or should have been made.

ARTICLE 3 - BARGAINING UNIT

3.1 This Agreement applies to and includes all employees of the City of Bridgeport listed in Article 1 – Recognition and Appendix A of this Contract.

3.2 Reduced-time employees who work twenty (20) hours or more per week are included in the bargaining unit; those who work less than twenty (20) hours per week

are excluded. Temporary positions of four (4) months or less shall be excluded from the bargaining unit.

3.3 The inclusion in the bargaining unit of a newly established similar classification will be a subject for negotiations between the City and the Union.

3.4 Any dispute on whether a newly established classification is to be included or excluded from the bargaining unit will be submitted to the Connecticut State Board of Labor Relations to resolve such dispute.

ARTICLE 4 - UNION ACTIVITIES

4.1 The City agrees that a Union Officer shall have time during working hours without loss of pay for the investigation and adjustment of grievances; permission to absent himself/herself 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.

4.2 Four Union officials may attend meetings for the purpose of negotiations during working hours, without loss of pay.

4.3 Appropriate Union officials may attend meetings during working hours without loss of pay when such meetings are requested or approved by the Labor Relations Officer.

4.4 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.

4.5 Designated Union representatives or officials shall be granted a total of twenty (20) paid working days per year on an accumulative basis to attend Union conference, conventions and meetings, twenty-five (25) days every five (5) years (this shall be for attendance at the International convention 2016). The Union will provide the City with reasonable advance notice of such leave. Further, the union may request, and the City through its Director of Labor Relations shall consider additional leave with pay for such Union representatives or officials to attend training or educational sessions in connection with their Union responsibilities. The decision shall be in the discretion of the City's Director of Labor Relations but shall not be arbitrary and capricious.

ARTICLE 5 - BULLETIN BOARDS

5.1 The City will furnish and maintain suitable bulletin boards in convenient places in each work area and may be used by the Union. The Union agrees that the material

posted will not contain propaganda against or attacks upon the City or any official thereof. Currently there are bulletin boards at City Hall, 45 Lyon Terrace near Room 106, and in the 2nd floor lunch room at the Margaret Morton Government Center, 999 Broad Street.

ARTICLE 6 - SENIORITY

6.1 The City shall prepare a list of employees represented by the Union, showing their seniority in time of service with the City, their classification and rate of pay, and deliver the same to the Union within ninety (90) days of signing or anniversary date of the contract.

6.2 All new employees (non-seasonal), shall have a probationary period of one hundred eighty (180) calendar days, and upon successful completion of this period they shall be classified as regular employees. The probationary period shall be counted as part of the seniority after the employee is considered regular. Probationary employees shall accrue vacation benefits during their probationary period, however they will not be allowed to take vacation until after the completion of their probationary period. During probation, the City may dismiss an employee as unsatisfactory or otherwise discipline an employee, and such action shall not be subject to the grievance and arbitration process.

6.3 All employees promoted or transferred to a new or higher classification shall serve a trial period of forty-five (45) calendar days, and upon successful completion of this period they shall be classified as regular employees. Should the employee fail the trial period he/she shall revert to the previously held position.

6.4 Seniority shall mean length of service to the municipality. Such seniority shall apply to the employee's rights in cases of lay-offs (within job group), re-employment, and vacation.

ARTICLE 7 - LAY-OFF AND RECALL

7.1 In the event that the City makes reduction in the number of employees in an established job group, employees with the least seniority will be laid-off first. A listing of established job groups is attached as Appendix A which is incorporated herein by reference. In all cases of reduction in force or reorganization where layoff occurs, the City will provide the Union as much reasonable advance notice as possible and in no event shall such notice be less than thirty (30) calendar days unless an emergency or unforeseen circumstance arises, in which case the City will notify the Union as soon as possible. Subsequent recalls to open positions in that particular job and job group shall be made in the reverse order of the lay-offs.

An employee shall retain his/her seniority status and right of recall in the specific job group for twenty-four (24) months following the date of his/her layoff. If the employee refuses recall to an opening in the position from which he/she was laid off or fails to report for work on such job at the time and on the day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.

7.2 No new person will be hired or assigned to a vacancy in the bargaining unit so long as employees on layoff and with rights to recall possess the required skills and ability to perform the work. The City shall recall the three (3) most senior laid off employees with the required skills and ability to be interviewed for the open position. The Department head shall have the ability to choose among them based upon the interview. If the skills and ability are relatively equal, then seniority shall be the determining factor. The recalled employee shall have up to a three (3) month probationary period in the recalled position. If the Department Head or Supervisor determines that the recalled employee does not have the required skills or ability to do the job, the employee will be returned to the layoff list. In the event that the employee is unsuccessful, the second ranked interviewed candidate will be selected. The City in its determinations as to whether skills and ability are relatively equal and as to whether the employee awarded the vacancy has demonstrated the required skills and ability to do the job shall be subject to grievance and arbitration only on the basis that the decision is arbitrary, capricious, or in bad faith. The provision does not limit the City's right to terminate an employee for just cause.

7.3 Any employee covered by the terms of this agreement and subject to being laid-off, shall have the right to bump down to another job within their group; for which he or she is qualified, provided they have greater seniority than employee(s) occupying the lower job. The City's determination as to qualification shall be subject to grievance and arbitration only on the basis that the decision is arbitrary, capricious or in bad faith.

7.4 If it becomes necessary to lay-off, the following shall be the order of lay-off by job groups:

1. Reduced time bargaining unit employees;
2. Probationary employees;
3. Regular full time bargaining unit employees by inverse order of length of service with the Municipality.

7.5 For purposes of this article, lay-offs shall include all reductions in the work force whether by lay-off, furlough, job elimination, reorganization, or funding elimination.

ARTICLE 8 - TOP SENIORITY

8.1 Officers and Stewards of the Union shall have top seniority in the event of a layoff, vacation and all conditions of employment.

II. MANAGEMENT AND THE WORK PLACE

ARTICLE 9 - MANAGEMENT RIGHTS

9.1 Except as specifically abridged or modified by any provision of this Agreement, the City will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including but not limited to the following: determine the standards of service offered by the City; direct its employees; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the City's operations are to be conducted; establish and revise or discontinue policies, programs and procedures to meet changing conditions and to better serve the needs of the public; exercise control and discretion over its organization and the technology of performing its work; and, fulfill all of its legal responsibilities.

The City retains the right to contract-out services performed by the unit. The City agrees to notify the Union of its decision as soon as possible. In exercising this right, the City shall endeavor in good faith to secure continued employment of unit members with the contracted service. This provision does not absolve either party of its respective obligation to bargain the impact of any such decision.

The above rights, responsibilities and prerogatives are inherent in the City Council of the City of Bridgeport and its Mayor, by virtue of statutory ordinance or charter provisions, and provisions, and may be subject to grievance or arbitration proceedings only as specifically provided for in this Agreement.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.1 All employees covered by this agreement will work ~~35 - 40 hours per week~~^{9:00 a.m. - 5:00 p.m.} with a one-hour unpaid lunch period. Management will have the right to change employees' hours from 35-40 hours and back as needed. The shift hours and days of work as well as the shift for all employees covered by this Agreement may be changed for seasonal and operating reasons or for the convenience of the public, after the City meets and confers with the Union regarding such changes.

Employees assigned to the Construction Management Division are required to work a forty (40) hour work week.

10.2 Department heads shall make overtime assignments consistent with the

principle of distributing overtime as equitably as practicable among the employees holding the job effected by the overtime assignment.

10.3 An employee will work overtime when requested to do so by their supervisor. Employees shall be notified of such assignment as soon as possible.

10.4 In the event that all employees refuse, or are not available to work overtime, the least senior employee in the classification and area effected by the overtime work must work such overtime. In the event of an emergency declared by the Mayor, no one may refuse to work overtime.

10.5 Subject to approval of the Director of Labor Relations, employees may request a flexible work schedule. The approval shall be subject to the condition that the economy and efficiency of operations are not hereby impaired, and such approval shall not be unreasonably denied.

10.6 Those employees eligible for overtime shall be paid at straight time for those hours worked in excess of their regular hours up to forty (40) hours per week; and at a rate of one and one-half (1½) for those hours in excess of forty (40) hours per week.

10.7 Those employees not eligible for overtime due to the budgetary constraints of their Department shall receive one (1) hour of compensatory time off for each hour worked in excess of their regular hours up to forty (40) hours per week; and at a rate of one and one-half (1½) hours of comp time for each hour thereafter. Compensatory time shall be used within sixty (60) days unless such period is extended by the department head.

10.8 Employees will only be compensated for work performed in excess of their normal working hours if such work is authorized in writing by their Department Heads.

Employees may be required to take time off that day or that week in lieu of comp time or overtime pay.

10.9 The City, at its sole discretion, and subject to its normal staffing approval process, shall have the ability to increase the work hours and salary of an employee and/or position from 35 to 40 hours per week. The City, also at its sole discretion, but with two (2) weeks notice to the employee, may reverse the above increase in work hours and salary.

10.10 When the City intends to transfer/change the location of an employee it will give five (5) business days notice.

ARTICLE 11 - VACANT POSITIONS/TRANSFERS

11.1 The City agrees that vacant positions in the bargaining unit shall be posted for a minimum of ten (10) working days in the Human Resources Office.

11.2 The City shall send a copy of the posting to the Union prior to or at the time of the posting.

11.3 The City shall give the job description of any new classification to the Union as early as practical before its release.

11.4 Employees in the bargaining unit who meet the minimum qualifications may apply for the position. The City agrees that preference shall be granted to employees with substantially equivalent qualifications in accordance with seniority in the filling of vacant positions within the bargaining unit. However, final determination as to the filling of such positions shall be at the sole discretion of management.

11.5 The City may transfer and assign employees provided that the department head or immediate supervisor shall meet and explain the reasons for the transfer or assignment to the employees. Transfers and assignments shall not be arbitrary and capricious. The City further agrees that transfers and assignments shall not reduce the normal weekly work hours or regular base salary, excluding overtime, of the employee.

ARTICLE 12 - REST PERIODS

12.1 All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

12.2 Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods which occur during the shift.

ARTICLE 13 - DISCIPLINARY PROCEDURE

13.1 The City shall exercise full disciplinary authority consistent with its responsibilities to direct employees to perform their required work duties in order to achieve department program goals and satisfactory municipal service to the general public.

13.2 All disciplinary action shall be based upon just cause.

13.3 Disciplinary action shall include (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.

In the case of an employee who has received a verbal or written warning and where a period of one (1) year has elapsed without the employee's having received any further discipline, the City shall, upon request of the employee, remove the aforesaid warning from the employee's file.

13.4 All disciplinary actions may be appealed through the established grievance procedure within ten (10) days of their occurrence through Step III, (binding arbitration).

13.5 All suspensions and discharges must be stated in writing and a copy given to the employee and the Union Representative.

ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE

14.1 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 I - The employee or the Union Representative, with or without the employee, shall file the grievance or dispute with the employee's Department Head within ten (10) working 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 or the Union Representative with or without the employee to attempt to adjust the matter and shall respond in writing to the Union within seven (7) working days.

STEP II - 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) working days after the response of the Department Head is due. The written grievance shall be presented on a grievance form and shall include a statement of the facts and contract provisions involved and the remedy or correction requested. Within seven (7) working days after submission, a meeting shall be held between the Union Representative and the Labor

Relations Office for the purpose of adjusting the grievance. The City's Labor Relations Office shall respond in writing to the Union Representative, (with a copy of the response to the local Business Manager) at the meeting or within seven (7) working days.

STEP III - 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 Office, whichever period is later, by written notice to the other, request arbitration by a mutually agreed upon arbitrator or arbitration forum. If the parties are unable to agree on an Arbitrator within five (5)

working days, the matter shall be submitted to the American Arbitration Association under the rules of voluntary arbitration of the American Arbitration Association. The parties agree that time is of the essence in resolving labor complaints and all arbitration shall be handled as expeditiously as possible. Said arbitrator(s) shall hear and act on such dispute in accordance with applicable rules and regulations, or other rules and regulations agreed upon in writing by the City and the Union. The arbitrator(s) shall limit the decision strictly to the application, meaning or interpretation of the provisions of this agreement. The arbitrator(s) 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) calendar days after the conclusion of testimony and argument.

14.2 Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).

14.3 Grievances initiated by the Employer shall be processed in this same manner, but they may be initiated at Step II by submitting it to the Business Manager.

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

14.5 The City and the Union agree that every attempt shall be made to schedule arbitration hearings in discharge cases within one hundred and twenty (120) days of the filing date for arbitration.

14.6 Upon mutual agreement, the parties may utilize an expedited arbitration system.

III. MONETARY PAYMENTS

ARTICLE 15 - WAGES

15.1A Effective July 1, 2022~~18~~, there shall be a three two percent (32%) increase in salaries.

15.1B Effective July ~~January~~ 1, 2023~~20~~, there shall be a three two percent (32%) increase in salaries.

15.1C Effective July ~~January~~-1, 2024~~21~~, there shall be a three one percent (31%)

increase in salaries.

15.1D Effective January 1, 2025~~22~~, there shall be a one and one half two percent (1.52%) increase in salaries.

15.2 For the purpose of this Agreement, an employee's regular weekly earnings shall be that portion of his/her regular annual salary which he/she receives each week. An employee's regular hourly rate shall be that portion of his/her weekly earnings reduced to an hourly rate.

15.3 In determining an employee's rate of pay for any monetary benefits under this Agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate, whichever is appropriate in determining such benefits.

15.4 In no event shall any additional monies received as a result of any other provisions of this Agreement be considered as a portion of an employee's regular annual, weekly or hourly rate.

15.5 All employees on an annual salary shall be paid their wages based on fifty-two (52) weeks.

15.6 Employees assigned by the Department Head to perform substantially all of the duties of a position with a higher salary and greater responsibilities, for a period of time in excess of ten (10) consecutive working days, shall be paid the difference of their base rate and the rate of the higher position.

Such assignments shall be pre-approved by the Director of Labor Relations in order to be eligible for payment.

15.7 If the duties, responsibilities, or hours of a position assigned to an employee are substantially increased on a permanent basis, the parties will meet within ten (10) working days of a request to negotiate a salary, to reflect such substantive changes. In the event the parties are unable to agree, either party may invoke the expedited notices for arbitration pursuant to the rules and procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding and the costs of arbitration shall be paid equally by the parties.

15.8 Any retroactive payments made under this Agreement will only be made to those who are employed by the City on the date of execution of this Agreement.

15.9 The individuals assigned to work the night shift in the IT's department has his/her regular work assignment shall receive a night shift differential of \$1.15 per hour. This payment to this position will apply to any employee regularly assigned to the night shift which shall be defined as a work day which is regularly scheduled to commence on or after 4:00 p.m. and end on or before 8:00 a.m.

15.10 Effective July 1, 2010 all bargaining unit members shall be paid through the City's "direct deposit" payroll system.

ARTICLE 16 - CALL BACK PAY

16.1 When an employee, is called in for work outside of his/her regularly scheduled working hours, he/she shall be paid a minimum of four (4) hours at the applicable overtime rate. This provision applies only when such call-back results in hours worked are not annexed consecutively to one end or the other of the working day.

ARTICLE 17 - LONGEVITY

17.1 Effective June 30, 1994, 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 seventy-five (\$75.00) dollars by the number of years of such completed service.

17.2 Employees hired on or after July 1, 1992, shall not be eligible for longevity pay until such employees shall have ten (10) or more years of municipal service by October 1st of said contract year.

17.3 This longevity pay will be payable in each December.

ARTICLE 18 - ~~TUITION REIMBURSEMENT PAYMENT OF TUITION~~

18.1 The City shall reimburse each employee for the out of pocket cost of tuition up to two hundred one hundred fifty (~~\$250~~¹⁵⁰) dollars per credit for undergraduate courses and three two-hundred fifty (~~\$350~~²⁰⁰) dollars per credit for graduate level courses plus the cost of books and all registration, lab and other fees related to the course. Payment shall be made within sixty (60) days of submission of actual payment ~~their cost~~ to the labor relations department negotiator ~~negotiator~~ and upon satisfactory completion of a Grade C or better for each course, at an accredited college or university in subjects which are designed to increase his/her proficiency in his/her present or potential assignment at his/her respective departments and shall be related to his/her responsibilities. Each employee shall be limited to twelve (12) credits per fiscal year. The employee must apply and obtain written approval of the City's Labor Relations Director 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. The tuition reimbursement expenditures shall be capped at eighteen sixteen ~~sixteen~~ thousand (~~\$18~~¹⁶,000) in the aggregate per fiscal year for all bargaining unit members.

The employee must remain in City employment for a period of three years ~~one year~~ after payment for course(s). If the employee leaves prior to three ~~one~~ years, the

employee must reimburse the City for any tuition and other reimbursed costs for such course(s). This Section will not apply to employees who are laid off from the City.

The City will then credit the LIUNA tuition account so that these funds may be used by another LIUNA member.

An employee during the probationary period shall not be eligible for tuition reimbursement.

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 (including Section V- Schedule of Benefits, (Revised 7/1/10), a copy of which is annexed to the originals of this Contract and is on file with the City and the Union

B) Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, 80% is paid by the City and 20% is paid by the employee. The co-payment 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 benefits manager; and twenty five dollars (\$25.00) for all other drugs (the "Prescription Drug Plan"). Prescriptions shall be limited to a thirty (30) day supply at retail. For refills beyond the third, mail order must be utilized for maintenance drugs on the list maintained by the City's pharmacy benefits manager, or the co-payments and employee contribution provided for above shall double at retail.

C) The twenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").

D) The VSP Vision Plan, or its equivalent, as outlined and attached hereto as Appendix C.

E) Effective October 1, 2018 Sections A and B above shall be replaced by: "Healthcare Benefits" (Medical and Prescription Drugs) in accordance with the State of Connecticut Partnership 2.0 Plan, a summary of which is annexed to the originals of this Contract and is on file with the City and the Union (see Appendix B – Summary of Benefits and Appendix G – Healthcare Plan Change Agreement

19.2 The City shall provide and pay for the cost of a Group Life Insurance Policy in the amount of twenty-five thousand (\$25,000) dollars with accidental death and dismemberment 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).

19.4 For employees who have retired or will retire after the first day of this Agreement, and their surviving spouses, if any, the City will provide and pay for benefits under the Medical Plan or a supplemental plan to Medicare Part B offering benefits equal to the Medical Plan and the Prescription Drug Plan. Such retirees, and their surviving spouses, shall make the employee contributions to coverage provided for herein. Coverage for surviving spouses shall terminate upon remarriage. For purposes of this Article: A) "Retirees" shall mean employees who: a) have completed twenty-five (25) years of continuous municipal service regardless of age; and (b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF Fund B; and B) Retirees must accept Medicare Part B coverage if eligible.

For employees who retire on or after December 31, 2015, the parties agree that Medicare-eligible retirees and their spouses who are Medicare eligible are provided with a Medicare supplement plan in place of the City's insurance plan. At that time, the premium cost share as specified in Article 19.12 and 19.13 shall be based on the supplemental plan. Subject to the final contract language, the following reflects the concept that the premium cost share shall be paid based on whatever plan the retiree and covered dependents are enrolled in:

- For retirees and their spouses attaining Medicare eligibility after the actual Retirement date, the premium cost share shall be based on the premium rate of the supplement plan provided by the City for said retirees and their spouses.
- The premium cost share for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents.

In addition, effective July 1, 2009 any newly hired or promoted employees into a LIUNA bargaining unit position shall only receive the above benefits after twenty-five (25) years of service.

Any current LIUNA member, listed on the attached Appendix who meets the above qualification and who may in the future change jobs within LIUNA, shall continue to

be covered under the terms of the current agreement and will not be subject to a change in healthcare premium cost share (PCS) or years needed for retirement. (See Appendix E & F)

19.5 It is the intent of this Agreement that all current LIUNA members hired on or before July 1, 2009 in accordance with Appendix E shall be "grandfathered" and continue to be eligible to retire and receive the medical benefits provided by the current Collective Bargaining Agreement provided they have attained the following:

- A. 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 the age; and
- B. Are eligible to receive full pension benefits in accordance with the retirement qualifications provisions of MERF-Fund B.
- C. Retirees must accept Medicare Part B coverage if eligible.

All employees hired after December 31, 2015, will not be entitled to post-retirement health benefits. It is understood that all employees hired on or prior to December 31, 2015 shall be entitled to post-retirement health benefits.

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 as set forth in Section 19.1 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 in an amount up to but not to exceed that which the City pays for the City's Insurance Plans as specified in Section 19.1 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 agreed 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 cost.

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 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 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 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 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 July 1, 2010, the payment shall increase to one thousand five hundred dollars (\$1,500) in lieu of health benefits. Effective January 1, 2011, the payment shall increase to two thousand dollars (\$2,000), in lieu of health benefits. Payment in lieu of health benefits shall be capped at two thousand dollars (\$2,000).

19.9a The City and the Union agree to phase out the insurance buyout for employees who accept the buyout but remain covered by the City. Beginning on July 1, 2016 the buyout will be reduced to the following:

July 1, 2016 insurance buyout will be reduced to \$1,500.00;

July 1, 2017 insurance buyout will be reduced to \$1,000.00;

July 1, 2018 insurance buyout will be reduced to \$500.00;

Commencing on July 1, 2018, there will be no buyout available to those employees receiving health benefits from the City. For employees hired after December 31, 2015, no insurance buyout will be available if that employee receives health benefits from the City, generally from a spouse or other relative.

19.9b For those employees who receive health insurance from a source outside of the City, the buyout available to them will be as follows:

July 1, 2016 increase to \$2,500.00;

July 1, 2017 increase to \$2,750.00

July 1, 2018 increase to \$3,000.00

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 Each active employee (and each employee who has retired or will retire on or after the first day of this Agreement) shall contribute twelve percent (12%) of the Premium Cost for the Medical Plan and the Prescription drug Plan effective on July 1, 2009. Such contribution will increase to fifteen percent (15%) effective July 1, 2010. Effective January 1, 2011 such contribution shall increase to twenty-one percent (21%). Effective July 1, 2011 such contribution shall increase to twenty-five percent (25%). 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 Reduction Act (COBRA").

19.12 LIUNA members as of December 17, 2010 will have their PCS contribution capped at twenty-five (25%) contribution as of July 1, 2011. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement. (See Appendix E)

19.13 All employees hired after July 1, 2010, who currently pay a premium cost share (PCS) higher than 25% shall have their health benefits premium cost share reduced to 25%. Thereafter, this PCS percentage shall increase by 1% per year on July 1st of each year, until a cap of 33 and 1/3% is reached. Said premium cost share percentage shall be the above named amount regardless of the coverage category of employee only, employee plus one, or employee plus family.

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For purposes of this Section (and wherever applicable elsewhere in the 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 the purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA"). ~~New bargaining unit members, hired during the term of this bargaining agreement, shall start at twenty-five percent (25%) PCS contribution. There will be a one (1%) percent increase each year for the PCS contribution up to fifty percent (50%). This shall be capped at fifty percent (50%) after twenty-five (25) years of municipal service employment. This PCS cap of fifty percent (50%) is guaranteed to remain intact during the entire period of retirement.~~

19.14 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 and for child care 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. Participation in the plan shall be voluntary.

19.15 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 benefits for medical care (excluding vision and dental coverage) 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, the Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the amount of such contributions at retirement plus an increase in such contributions as such increase may exist from time to time.

B) If any employee who retires on or after June 30, 2001 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 Alternative Coverage provided that the Alternative Coverage shall not exceed in premium cost and/or contribution to the retiree the cost which the retiree would have paid to the City for Medical Benefits coverage except as provided below. The retiree shall not take advantage of any buy-out program in lieu of 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 Plan shall remain secondary to the Alternative Coverage so long as it is available. In the event the retiree shall not be eligible for alternative coverage or the retiree's premium cost and/or contribution would be more than the retiree's payment for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse.

The retiree and the retiree's spouse who have alternate coverage to which they must contribute shall not be required to contribute to the City's coverage to the extent of such contributions.

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

19.17 Effective July 1, 2016, the parties agree to reopen the contract to bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract on this issue, the City shall identify the specific benefit for which it is seeking to reopen the agreement and the date on which the City learned of

this issue.

ARTICLE 20 - PENSION PLAN

20.1 All eligible employees in the bargaining unit shall be covered by the Connecticut Municipal Employees Retirement ~~System Fund B~~ hereinafter referred to as CMERSF ~~Fund B~~. The employee contribution to CMERSF ~~Fund B~~ shall be on a pre-tax basis in accordance with CMERSF requirements subject to all City unions under CMERSF Part B agreeing to such change.

20.2 The City will contribute forty-two (42) cents per employee per work day effective as of October 1, 2002 to the Laborers' International Union of North America National (Industrial) Pension Fund. The parties will use their best efforts to implement such payment as soon as practical after the approval of this Agreement by the City Council but no later than April 1, 2003. The City will increase such contribution by forty-two (42) cents per work day (i.e. to eighty-four (84) cents per day) effective June 30, 2004. Effective June 30, 2008 the City contribution to the LIUNA National (Industrial) Pension Fund shall increase by twelve (12) cents per hour (i.e. to \$1.68 per day).

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 employees' 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. Employee 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.

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.

21.6 No employee shall be required to seek the assistance of the EAP by his/her supervisor nor be penalized for refusal to voluntarily seek such assistance.

~~21.7 The Employee Assistance Program will offer retirement counseling services to individuals preparing to retire. The City also offers retirement counseling to be navigated by the employee him/herself with the employee assigned to handle retirement benefits for the City of Bridgeport~~

V. HOLIDAYS AND LEAVES

ARTICLE 22 - HOLIDAYS

22.1 The following days shall be paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and any holiday officially proclaimed as such by the President of the United States, the Governor of the State of Connecticut and 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 Employees required to work on a holiday at the Department Head's assignment and/or approval shall be compensated for such work at two (2) times their hourly rate plus holiday pay (1 day's pay) for such work actually performed on the holiday. At the option of the employee and concurrence of the Director of the Department such employee may elect to take double compensatory time in lieu of such holiday pay.

22.4 If any such holiday shall occur during the vacation of any employee, the employee shall not be charged a vacation day in lieu thereof.

22.5 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 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 one (1) calendar week 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 two (2) weeks vacation with pay. In each contract year any employee with five (5) or more years of continuous municipal service but less than ten (10) years of such service, shall receive three (3) weeks of vacation with pay. In each contract year, any employee with ten (10) or more years of continuous municipal service, but less than twenty (20) years of such service, shall receive four (4) weeks of vacation with pay. Employees with twenty (20) or more years of continuous municipal service shall receive five (5) weeks vacation with pay.

23.2 a) Employees with one (1) week vacation are not eligible for either the option of carryover or payout as set forth below.

b) Employees with two (2) weeks vacation may exercise the option of carrying over only one (1) week of unused vacation time from one (1) vacation year to the next vacation year, but are not eligible for the option of payout for unused vacation time.

c) Employees with three (3) weeks or more vacation in addition to the carryover option set forth in (b) 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 carryover and payout 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 with four (4) weeks or more vacation, in addition to the carry over option set forth in (b) above, 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 payout 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.

e) Employees who have not carried over from the prior year who elect the payout 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 payout option shall be paid at a rate equal to such employee's salary at the end of the prior vacation year. All payouts shall be paid to the employee at the end of the vacation year, on or about April 1st, in which the election is made. An irrevocable election must be made by December 31st, of each year in accordance with the City's Vacation Carry Over Policy as determined by IRS State Statutes and Regulations.

ARTICLE 24 - SICK LEAVE

24.1 Sick Leave Allowance - Effective July 1, 1996, those employees hired prior to July 1, 1992 shall earn fifteen (15) sick days; those hired after July 1, 1992 shall earn ten (10) sick days.

For employees hired after July 1, 1996, the days shall accrue, to employees, in the following manner: Five (5) days shall accrue on July 1st, of each year and five (5) days on January 1st. Employees shall receive the pro-rate share of the five (5) days for each completed month prior to either July 1st or January 1st.

For employees hired before July 1, 1992, the sick days shall be accrued at the rate of one and one-fourth (1¼) day per month.

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 department supervisor, may be required on the fourth day for any absence consisting of four~~three~~ (4)(~~3~~) or more consecutive working days.

24.4 Sick Leave Pay-Out - Sick leave accumulated at retirement or death or other separation from City service, shall be paid out as follows:

a) Effective July 1, 1992, upon retirement or other separation from City service, an employee shall be credited for the period of time corresponding to the amount of the sick leave accumulated. The above stated credit shall be paid on a lump sum basis of fifty percent (50%) of all unused sick leave earned after July 1, 1992.

b) All sick leave accumulated as of June 30, 1992, if unused upon separation shall be paid at the rate of eight-five percent (85%) at the salary dollar, effective on that date.

c) All employees hired on or after the ratification date of this agreement shall be able to accumulate unused sick leave without limit, but shall not be entitled to a payment for unused sick leave at their separation from employment with the City.

d)e) On the death of the employee, entitled to a payout, the amount of sick leave time credited to the employee shall be payable to his/her spouse, and/or children, or estate.

24.5 The City shall maintain a system for tracking employee sick leave accumulation and shall periodically advise the employees of this information. An employee may make one annual inquiry regarding the employee's sick leave accumulation.

ARTICLE 25 - PERSONAL LEAVE

25.1 Up to four~~three~~ (4)(~~3~~) personal leave days 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.

25.2 Employees shall notify their supervisor no later than the prior business day of the proposed use of a personal day except in an emergency.

ARTICLE 26 - BEREAVEMENT LEAVE

26.1 Bereavement Leave - Each employee shall be granted three (3) days leave with pay in the event of a death in his/her immediate family for the purpose of attending the funeral or memorial services. For purposes of this Article, the term "immediate family" shall mean and include the following: Mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, grandparent, grandchildren, and step-parents and foster parents. 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 (1) day leave with pay for the death of any aunt, uncle, brother-in-law or sister-in-law.

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 except upon written request of the employee and a guarantee by that employee that he/she will serve the City for 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.

Should the nature of the position require a permanent replacement, upon granting of the leave, the employee shall be notified of that. Upon returning from the leave the employee shall be placed in a substantially equivalent position in which he/she has demonstrated that he/she can perform effectively while in City service.

Failure on the part of an employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

~~27.2 In the event of a hardship and with the approval of the Director of Labor Relations, a Department Head may grant a sixty (60) day extension of said leave but in no event shall any leave exceed a total of fourteen (14) months.~~

~~27.3~~ 27.2 Family and Medical leave shall be granted in accordance with the City's Family and Medical Leave Policy.

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ARTICLE 28 - CATASTROPHIC DISABILITY LEAVE

Intent – The intent of this article is to allow an employee who becomes disabled and unable to work due to a catastrophic medical illness or condition that is not a workers compensation claim, the opportunity to continue their healthcare insurance for up to one (1) year.

28.1 Any employee who becomes medically disabled due to a catastrophic illness and is unable to perform their normally assigned duties may apply for medical leave by submitting a written statement from their physician indicating their present physical condition, the nature of the medical disability, the limitations to which that disability imposes upon their ability to continue with their normally assigned duties, and the probable duration of the disability.

28.2 Any employee so medically disabled within the meaning of this article shall be allowed to continue their City provided healthcare insurance at the same level that existed when they became disabled provided they continue paying their required premium cost share (PCS) contributions for said healthcare insurance.

28.3 Any employee medically disabled as a result of a catastrophic illness 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 disabled as a result of a catastrophic illness or medical complications related to the catastrophic illness must return to their position when they are physically able to perform their duties without restrictions. The City may require medical proof of any disability which it considers unduly long in duration.

28.5 The maximum duration for leave under this article shall be ~~one (1) year~~ twelve (12) months from the first date of said leave.

ARTICLE 29 - WORKER'S COMPENSATION

29.1 Employees determined to be eligible for worker's compensation shall receive such compensation as maybe required by law.

29.2 Absence from work required by virtue of a job-related accident determined to be compensable under the Worker's Compensation statue 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 Each employee injured or disabled as provided under this Article must choose from the list of health care providers for the City of Bridgeport Workers' Compensation

Managed Care Plan, as may be modified from time to time.

29.4 Modified Duty - If an employee on workers' compensation has a modified or restricted work capacity, the City may, in its discretion, request the employee return to a modified duty position. Such work shall be within the restrictions outlined by the treating medical provider. The employee shall receive his/her regular pay provided he/she works the same number of hours in his/her regular position, otherwise the salary shall be prorated depending on hours worked. The City shall endeavor to utilize the individual in a position where the work is similar to bargaining unit work. The City reserves the right to limit the available number of modified duty positions. These positions are intended to be temporary in nature, generally not to exceed three (3) months in duration and prepare the employee to return to full duty. Nothing herein shall impair an employee's right to take leave provided by external law.

29.5 Maximum Length of Leave: The maximum length of the workers compensation leave shall be ~~achievement of maximum medical improvement (MMI) or twelve (12) months~~ **whichever comes first**, or earlier, if the employee has reached maximum medical improvement. ~~In the event of a hardship a sixty (60) day extension may be granted with the approval of the Director of Labor Relations but in no event shall such leave exceed a total of fourteen (14) months.~~

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 City reimbursement provided herein required for jury duty more often than once in a fiscal year.

VI. MISCELLANEOUS

ARTICLE 31 - NONDISCRIMINATION

31.1 The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, sexual orientation, marital status, race, color, creed, national origin, handicap, political affiliation or union membership. Any claimed violation of this Article over which the Connecticut Commission on Human Rights and Opportunities and/or federal Equal Employment Opportunities Commission would have jurisdiction may be processed through the grievance procedure to the last step prior to arbitration; thereafter, any such claimed violation may be arbitrated only if so agreed by both parties.

ARTICLE 32 - COPIES OF THE CONTRACT

32.1 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 five (5) signed copies of this Agreement.

ARTICLE 33 - SAVINGS CLAUSE

33.1 If any section, sentence, clause or phrase of this Agreement shall be held for any reason 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 34 - AMERICAN'S WITH DISABILITIES ACT

34.1 Subject to the parties' obligation to bargain pursuant to the Municipal Employees' Relations Act and the specific provision of this agreement, nothing in this Agreement shall prohibit the City from acting to comply with the requirements of the Americans with Disabilities Act. In the event of a dispute with respect to such action, the City may implement a proposed reasonable accommodation for the purpose of compliance with the ADA subject to the Union's right to challenge such action thereafter.

ARTICLE 35 - TERMINATION OF CONTRACT

35.1 All provisions of this agreement shall be effective as of the first (1st) day of July 2022~~18~~ and shall remain in full force and effect until the thirtieth (30th) day of June 2026~~22~~. This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not more than one hundred fifty (150) days nor less than one hundred twenty (120) days prior to the expiration date that it desires to modify this agreement. In the event such notice is given, negotiations shall

begin not later than ninety (90) days prior to the expiration date. In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the expiration date.

ARTICLE 36 - AIRPORT CERTIFICATION SPECIALISTS (ACES)

36.1 Wages - ACES shall maintain their present Civil Service step increases until an employee reaches the highest step on the scale. For ACES and any other bargaining unit employees whose regular work week consists of four (4) ten (10) hours days, a week's vacation shall consist of four (4) work days and one (1) scheduled day off. For such employees, the per diem for purpose of holiday pay, paid personal days and paid sick days shall consist of ten (10) hours.

An employee who has successfully served in a provisional capacity for a period of one year shall be considered a permanent employee and shall not be subject to any future testing.

36.2 Any general wage increase negotiated by the parties on behalf of the entire bargaining unit will be added into the ACES step scale structure going forward for all ACES position, regardless of whether they are filled at the time.

ARTICLE 37 - MISCELLANEOUS PROVISION

37.1 Civil Service Applicability - 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. In the event positions in LIUNA are transferred to Civil Service, the City and the Union agree that current employees shall not be required to test for their position. Further, it is agreed that all positions within the Union shall be classified as non-competitive. In such event of a transfer, the parties agree to bargaining regarding the impact.

37.2 Drug and Alcohol Testing: The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General Statutes section 31-51t through 31-51bb, inclusive, excluding section 31-51v and will use only laboratories properly certified by NIDA to conduct such test. In the event such test result is positive, the employee will be provided, on the first such occasion, an opportunity to be rehabilitated through referral to the City's Employee Assistance Program (EAP) provided that there is no underlying conduct or event to support a termination for just cause. After successfully completing the rehabilitation program, the employee may be subject to random drug and/or alcohol testing for a period of one (1) year. If the employee fails to

complete the rehabilitation program or abide by its conditions, the City reserves the right to proceed with such disciplinary action as it considers appropriate for the underlying event or conduct, based upon just cause. Those employees required to have a CDL license, shall be subject to the Drug and Alcohol Policy applicable to CDL drivers.

37.3 School Department Employees - Employees assigned to a school shall be excused with no loss of pay in the event of school cancellation, delayed opening or early closing due to inclement weather. However, if the City is able to utilize these employees within the scope of their regular duties at an alternative site, the city can require employees to work under these circumstances. The site coordinators in the Board of Education, which positions are specified in the Attached Appendix D, shall receive the week off with pay during Christmas week when schools are not in session provided that such recess shall not exceed five (5) days exclusive of Christmas and New Year's day.

37.4 Department Heads retain sole discretion/authority for the assigning of take home vehicles.

37.5 All other terms and conditions of the current Collective Bargaining Agreement shall remain unchanged.

ARTICLE 38 - JOB RECLASSIFICATION

38.1 Effective June 1, 2009, the Union and the City will initiate a process to conduct a reclassification and job evaluation of existing LIUNA bargaining unit positions. Said process shall include a review of LIUNA bargaining unit positions and rewriting of existing job descriptions.

38.2 Said reclassification process shall employ an evaluation system identical or similar to the Position Appraisal Method (PAM)/Job Evaluation system developed by the Public Administration Service (PAS). Said PAM/PAS system utilizes a Point Rating Factor Comparison method of job evaluation. Each position within the bargaining unit is evaluated and rated using the same factors. The Union and the City may also agree to use a different job evaluation system, or they may agree to use the existing City of Bridgeport Civil Service System.

38.3 The above noted job evaluation process shall be conducted by a committee of four (4), two (2) members appointed by the City and two (2) members appointed by the Union. A fifth (5th) member shall be selected by the City and the Union and shall act as a facilitator to the committee for the purposes of conducting the job evaluation study. It is the intent of this agreement that the City and the Union will work together to complete the job evaluation process and establish mutually agreeable job descriptions, position rankings and ratings by December 31, 2009.

38.4 The reclassification process shall also include a salary and wage study of the existing LIUNA pay plan. It is also the intent of the parties that a new pay plan shall be developed that will employ a step system similar to what is presently in place for other Civil Service bargaining units in the City of Bridgeport.

38.5 The Union and the City may agree that certain LIUNA positions may be placed in wage schedules and receive step or salary adjustments to be effective July 1, 2010. If the City and the Union fail to agree, the entire job evaluation study or parts thereof shall be referred to a neutral mediator or arbitrator selected by the parties who shall resolve any disputes concerning job descriptions, position rankings and ratings, and wage schedules including step or salary adjustments. Parties agree that the cost of the neutral arbitrator shall be borne equally by the parties.

38.6 No current LIUNA member shall be downgraded, or suffer financial loss, as a result of the implementation of the reclassification and job evaluation of existing bargaining unit positions.

38.7 LIUNA members, who are awarded promotional LIUNA positions in the future, shall be initially placed at the step of the promotional position that represents an actual compensation increase.

SIGNATURES

In witness thereof on this _____ day of _____, 2023~~18~~, the parties hereto set their hands.

FOR THE CITY

FOR THE UNION

Joseph P. Ganim, Mayor

Keith Brothers,
Business Manager, LIUNA Local
1224CT District Council

~~Janene Hawkins, Eroll V. Skyers,~~
Attorney Labor Relations Director

APPENDIX A

Job Class	Job Desc	Job Group
G136	Nutritionist	2
9106	WIC Nutritionist	2
8439	Airport Certification Speciali	2A
G287	ADA Coordinator	3
G420	Anti Blight Technician	3
G274	Assistant Coordinator - V.A.	3
G381	Bilingual-Hiv Prevention Couns	3
G425	Community Inclusion Support Sp	3
G208	Community Project Coordinator	3
G181	Coordinator/Project Care	3
G326	Crime Analyst	3
G180	Crime Prevention Specialist	3
G130	Director R.S.V.P.	3
G282	Drug Treatment Advocacy Coordi	3
G125	Elderly Health Coordinator	3
G149	HIV Counselor	3
G160	HIV Intervention Specialist	3
G249	HIV Outreach Educator	3
G380	HIV Prevention Counselor/Case	3
8277	HIV Van Driver/Outreach Worker	3
G020	Illegal Dumping Coordinator	3
G139	Immunization Outreach Worker	3
G150	Needle Exchange Outreach Worke	3
G128	Outreach Educator	3
G409	Paths Coordinator	3
G358	Prevention Outreach Specialist	3
G370	Prevention Project/Case Manage	3
G369	Prevention Project/Paths Coord	3
G141	Program Coordinator-Fetal & In	3
6011	Program Site Monitor	3
G286	Program Site Monitor	3
G263	R.S.V.P. Assistant Director	3
G023	Recreation Coordinator	3
G350	Recreation Project Coordinator	3
G098	Social Service Coordinator	3
G163	Substance Abuse Specialist	3
G443	Transportation Coordinator (35	3
G304	Director of Veterans' Affairs	3
G379	Victim Advocate-Community Serv	3
G179	Victim Assistance Coordinator	3
G318	Weed And Seed Project Coordina	3
G209	Youth Program Manager	3
1217	Application Specialist	4
G043	Auditor	4
G397	Business Analyst	4
G059	CAD Data Coordinator	4

G030	Computer Operator	4
G328	Computer Specialist	4
G437	Data Architect	4
G164	Data Control Clerk	4
G284	Data Control Clerk	4
G048	Desk Clerk/Help	4
G040	Desk Dispatcher/Help	4
1218	GIS Technician	4
G211	Junior Programmer	4
G394	Network Analyst	4
G399	Network Analyst	4
1212	Network Architect	4
G323	PC Network Analyst	4
G039	PC Network/Application Analyst	4
G213	PC Specialist	4
G009	Program Analyst	4
G010	Programmer	4
G440	Project Specialist (35 Hrs)	4
G065	Senior Analyst	4
G400	Senior Computer Operator	4
G395	Senior PC Network Application	4
G396	Senior Programmer Analyst	4
1215	Server Specialist	4
G438	Support Specialist I (35 Hrs)	4
1211	Support Specialist II (35 Hrs)	4
G445	Support Specialist II (35 Hrs)	4
G331	Systems Programmer	4
G355	Accounting Coordinator	5
1135	Admin Asst To Bpd Dep Chf	5
1123	Administrative Assistant	5
1134	Administrative Assistant	5
G041	Administrative Assistant	5A
G042	Administrative Assistant/Offic	5
G340	Affirmative Action Specialist	5
G189	Benefits Coordinator	5
1055	Constituent Services	5
G334	Employee Benefits Coordinator	5
G172	Employee Services Assistant	5
0138	Executive Assistant	5
G299	Executive Assistant	5
G221	Human Resources Generalist	5
G199	Office Coordinator	5
G131	Office Manager	5
G230	Office Specialist	5
G167	Senior Office Manager	5
1130	Admin Assist CAO	5A
1131	Executive Assistant Finance	5A

1124	Executive Assistant Labor Rel	5A
1132	Executive Assistant OPM	5A
1053	Mayor'S Executive Secretary	5A
G412	Mayor'S Executive Secretary(Ac	5A
1254	Receptionist	5A
1255	Secretary	5A
G099	Accountant	6
G119	Accountant For Federal/State G	6
G114	Administrative/IDIS Coordinatr	6
1320	Assistant Special Project Mana	6
1335	Assistant Special Project Mang	6
G382	Capitol Projects Fixed Assets	6
G289	Contract/Fiscal Coordinator	6
G106	Finance Officer	6
G004	Financial Manager	6
G389	Fiscal Quality Control Analyst	6
2308	IDIS/Finance Specialist	6
G255	Internal Audit Manager	6
G218	Internal Auditor	6
G293	Payroll Account Supervisor	6
G097	Payroll Processing Supervisor	6
G377	Property Tax Analyst	6
G442	Senior Payroll Administrator (6
G314	Special Projects Coordinator	6
1332	Special Projects Coordinator-P	6
G197	Special Revenue Manager	6
G195	Staff Internal Auditor	6
G223	Alarm Administrator	7
G292	Assistant Construction Manage	7
G373	Associate Dir Of Proj Mngt	7
G322	Business Recruiter	7
G112	Construction Manager	7
G422	Construction Monitor (35 Hours	7
G202	Construction Services Administ	7
G079	Contract Compliance Officer	7
G375	Deputy Director Of Economic De	7
G336	Deputy Director Of HRD	7
2307	Design Review Coordinator	7
G206	Development Program Specialist	7
G117	Director - Fair Housing	7
G225	Economic Development Associate	7
G028	Economic Development Specialis	7
1319	Grant Writer	7
G417	Grants Financial Manager(35Hrs	7
G071	Grants Writer	7
G243	Grantswriter/Senior Planner	7
G108	Housing Division Manager	7

G431	Housing Specialist (35 Hrs)	7
G291	Mgr Of Housing Construction &	7
G121	Monitor And Evaluation Coordin	7
G110	Neighborhood Coordinator	7
G046	Planner 2	7
G090	Planner 3	7
G342	Planner OPED	7
2305	Program Manager - CDBG	7
G251	Program Manager - ESG/HOPWA	7
2306	Program Manager - HOME	7
G418	Program Manager (35 Hrs)	7
G429	Program Manager (35 Hrs)	7
1327	Project Manager OPM Management	7
1326	Project Manager OPM Systems	7
G182	Project Mgr/Construction	7
G123	Real Estate Specialist	7
G107	Relocation Coordinator	7
G062	Research Analyst	7
G111	Senior Finance Specialist	7
G351	Sr. Economic Development Assoc	7
G275	Youth Coordinator	7
0098	Coordinator (NC)	8
0054	Coordinator-FRC	8
0056	Coordinator-Parent Center	8
0120	Detention Center Coordinator	8
0118	Program Site Monitor	8
0064	Quality Enhancement Coord.	8
0057	Sch. Readiness Coord.	8
0137	Site Facilitator	8
G450	Acting Director Of Finance/Com	
G398	Administrative Planner	
G372	Assistant Tax Assessor	
G415	Billing Coordinator (35Hrs)	
G014	Budget Coordinator	
G224	Capital Project Administrator	
G430	Community Organizer (35 Hrs)	
G345	Education Coordinator	
0168	Employment Coord.-Lighthouse	
G035	Enterprise Community Neighborh	
0140	Exec. Asst./Info Sys. Coord.	
G092	Family Support Worker	
1329	Fiscal Administrator	
G317	Human Resources Coordinator	
1314	Internal Audit Manager	
G258	LGFS Coordinator	
G283	LPC Specialist	
G301	Office Aide	

G300	Photo Id Technician
G214	Programmer/Payroll
G032	Recycling Coordinator
G321	Re-Evaluation Coord.
2409	Rehabilitation & New Construct
G297	Safety Director
G316	Safety Specialist
0163	Secretary To Supt.
G294	Senior Financial Clerk
G325	Tape Librarian

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.

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**.

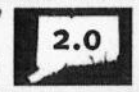
Help Managing and Reversing Diabetes

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 www.osc.ct.gov/ctpartner) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It

is not enough for your doctor to note "dispense as written" on your prescription; a separate form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandatory 90-day Supply for Maintenance Medications

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

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on www.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.

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

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

**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.



**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 NIKE 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 PROGRAMSM	<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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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.**

<i>Cigna Dental PPO</i>				
<i>Network Options</i>	<i>In-Network: Total Cigna DPPO Network</i>		<i>Non-Network: See Non-Network Reimbursement</i>	
<i>Reimbursement Levels</i>	Based on Contracted Fees		Maximum Reimbursable Charge	
<i>Calendar Year Benefits Maximum</i> Applies to: Class I, II & III expenses	\$1,000		\$1,000	
<i>Calendar Year Deductible</i> Individual Family	\$25 \$75		\$25 \$75	
<i>Benefit Highlights</i>	<i>Plan Pays</i>	<i>You Pay</i>	<i>Plan Pays</i>	<i>You Pay</i>
<i>Class I: Diagnostic & Preventive</i> 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
<i>Class II: Basic Restorative</i> 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
<i>Class III: Major Restorative</i> 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:	
In-Network Reimbursement	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.
Non-Network Reimbursement	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.
Cross Accumulation	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.
Calendar Year Benefits Maximum	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.
Calendar Year Deductible	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.
Carryover Provision	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.
Pretreatment Review	Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.
Alternate Benefit Provision	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.
Oral Health Integration Program*	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.
Timely Filing	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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APPENDIX E

Benefits Eligibility Based on Date of Hire

Applicable Benefits (Serv Date)	Applicable Benefits (Pos Hire Date)	Emp #	Job Class Description	Hire Date	Service Date	Original Date
(1) (2) (3)	(4)	10912	PROJECT MANAGER OPM MANAGEMENT	07/01/2022	03/03/2008	03/03/2008
(2) (3)	(4)	12369	COORDINATOR-FRC	04/05/2018	07/01/2009	01/24/2008
(1) (2) (3)	(1) (2) (3)	15039	OCCUPATIONAL THERAPIST	01/12/2009	01/12/2009	01/12/2009
(1) (2) (3)	(1) (2) (3)	15079	OCCUPATIONAL THERAPIST	02/24/2009	02/24/2009	02/24/2009
(1) (2) (3)	(1) (2) (3)	18888	SCH. READINESS COORD.	01/27/1998	01/27/1998	01/27/1998
(1) (2) (3)	(4)	19528	YOUTH PROGRAM MANAGER	02/20/2018	01/23/2001	01/23/2001
(1) (2) (3)	(1) (2) (3)	19676	RECEPTIONIST	04/15/2002	08/07/2002	04/15/2002
(1) (2) (3)	(4)	19686	ADMINISTRATIVE ASSISTANT	04/24/2017	03/05/2001	03/05/2001
(1) (2) (3)	(4)	19706	ADMINISTRATIVE ASSISTANT	06/24/2016	11/08/2004	11/08/2004
(1) (2) (3)	(1) (2) (3)	19776	SUPPORT SPECIALIST I (35 HRS)	04/24/2006	01/06/1992	01/06/1992
(1) (2) (3)	(4)	23226	PROGRAM MANAGER - ESG/HOPWA	08/17/2022	12/15/1997	10/06/1997
(1) (2) (3)	(1) (2) (3)	23856	CONSTITUENT SERVICES	02/13/2004	02/13/2004	02/13/2004
(1) (2) (3)	(1) (2) (3)	28156	SUPPORT SPECIALIST II (35 HRS)	04/24/2006	07/17/1981	07/17/1981
(1) (2) (3)	(2) (3)	52036	ADMINISTRATIVE ASSISTANT	02/08/2010	09/28/1996	10/30/1995
(1) (2) (3)	(1) (2) (3)	65489	RECREATION COORDINATOR	03/07/2005	03/07/2005	03/07/2005
(1) (2) (3)	(1) (2) (3)	71686	TRANSPORTATION COORDINATOR (35	12/19/2005	09/14/2004	09/13/2004
(1) (2) (3)	(4)	75123	ADMIN ASSIST CAO	02/03/2020	07/24/1994	06/16/1994
(1) (2) (3)	(2) (3)	75343	SENIOR PAYROLL ADMINISTRATOR (11/02/2009	06/05/1999	06/05/1999
(4)	(4)	200257	PROGRAM MANAGER - CDBG	04/10/2023	09/12/2016	06/30/2008
(2) (3)	(2) (3)	200607	OCCUPATIONAL THERAPIST ASST	08/24/2009	08/24/2009	08/24/2009
(2) (3)	(2) (3)	200705	OCCUPATIONAL THERAPIST	08/24/2009	08/24/2009	08/24/2009
(2) (3)	(2) (3)	200824	OCCUPATIONAL THERAPIST ASST	11/23/2009	11/23/2009	11/23/2009
(2) (3)	(4)	207643	ADMINISTRATIVE ASSISTANT	05/10/2018	05/10/2010	05/10/2010
(3)	(3)	209103	OFFICE COORDINATOR	12/15/2015	03/17/2015	06/07/2010
(2) (3)	(3)	210175	COORDINATOR-FRC	10/09/2012	11/08/2010	11/08/2010
(4)	(4)	210947	ASSISTANT SPECIAL PROJECT MANG	02/13/2023	12/27/2016	06/23/2011
(3)	(3)	211127	OCCUPATIONAL THERAPIST	10/14/2011	10/14/2011	10/14/2011
(3)	(4)	211432	EXECUTIVE ASSISTANT	04/24/2017	12/12/2011	12/12/2011
(3)	(3)	212225	OCCUPATIONAL THERAPIST	11/19/2012	11/19/2012	11/19/2012
(3)	(3)	213349	SR. ECONOMIC DEVELOPMENT ASSOC	03/31/2014	03/31/2014	03/31/2014
(3)	(3)	213460	CAPITOL PROJECTS FIXED ASSETS	06/16/2014	06/16/2014	06/16/2014
(3)	(3)	214066	SUPPORT SPECIALIST II (35 HRS)	10/27/2014	10/27/2014	10/27/2014
(3)	(4)	214074	SUPPORT SPECIALIST II (35 HRS)	05/02/2022	11/06/2014	11/06/2014
(4)	(4)	214292	PROGRAM SITE MONITOR	12/10/2018	12/10/2018	04/13/2015
(4)	(4)	214733	ASSOCIATE DIR OF PROJ MNGT	03/28/2023	11/11/2016	08/17/2015
(4)	(4)	214974	ADMINISTRATIVE/IDIS COORDINATR	08/17/2022	04/28/2017	10/13/2015
(4)	(4)	215136	EMPLOYEE BENEFITS COORDINATOR	04/05/2021	10/24/2016	12/21/2015
(4)	(4)	215381	ANTI BLIGHT TECHNICIAN	04/12/2021	04/12/2021	05/02/2016
(4)	(4)	215653	PROGRAM MANAGER - HOME	08/17/2022	07/25/2016	07/25/2016
(4)	(4)	215952	AIRPORT CERTIFICATION SPECIALI	06/21/2022	07/14/2018	09/26/2016
(4)	(4)	215993	CRIME ANALYST	10/17/2016	10/17/2016	10/17/2016
(4)	(4)	216110	OCCUPATIONAL THERAPIST ASST	01/09/2017	01/09/2017	01/09/2017

(1) = Grandfathered under 15/55 rule for retiree medical benefits (Hired on or before 6/30/2009)
 (2) = Healthcare Premium Cost Share (PCS) capped at 25% (Hired on or before 12/17/2010)
 (3) = Eligible for retiree healthcare if qualifications met (Hired on or before 12/31/2015)
 (4) = Not eligible for retiree healthcare benefits (Hired after 12/31/2015)

Applicable Benefits (Serv Date)	Applicable Benefits (Pos Hire Date)	Emp #	Job Class Description	Hire Date	Service Date	Original Date
(4)	(4)	218215	MGR OF HOUSING CONSTRUCTION &	02/19/2019	02/19/2019	02/19/2019
(4)	(4)	218343	NETWORK ARCHITECT	06/10/2019	06/10/2019	06/10/2019
(4)	(4)	218352	RECREATION COORDINATOR	02/12/2022	02/12/2022	06/17/2019
(4)	(4)	219811	SERVER SPECIALIST	04/05/2021	04/05/2021	04/05/2021
(4)	(4)	219832	ANTI BLIGHT TECHNICIAN	04/26/2021	04/26/2021	04/26/2021
(4)	(4)	219930	GRANT WRITER	06/21/2021	06/21/2021	06/21/2021
(4)	(4)	220246	ADMINISTRATIVE ASSISTANT	08/09/2021	08/09/2021	08/09/2021
(4)	(4)	220377	OCCUPATIONAL THERAPIST ASST	08/23/2021	08/23/2021	08/23/2021
(4)	(4)	220378	OCCUPATIONAL THERAPIST ASST	08/23/2021	08/23/2021	08/23/2021
(4)	(4)	220436	OCCUPATIONAL THERAPIST ASST	08/23/2021	08/23/2021	08/23/2021
(4)	(4)	220456	OCCUPATIONAL THERAPIST	08/30/2021	08/30/2021	08/30/2021
(4)	(4)	220474	HUMAN RESOURCES GENERALIST	07/01/2022	09/07/2021	09/07/2021
(4)	(4)	220671	PLANNER 2	11/29/2021	11/29/2021	11/29/2021
(4)	(4)	220678	OCCUPATIONAL THERAPIST	12/02/2021	12/02/2021	12/02/2021
(4)	(4)	220741	DESIGN REVIEW COORDINATOR	01/03/2022	01/03/2022	01/03/2022
(4)	(4)	220766	VICTIM ASSISTANCE COORDINATOR	01/17/2022	01/17/2022	01/17/2022
(4)	(4)	220816	SR. ECONOMIC DEVELOPMENT ASSOC	03/01/2022	03/01/2022	03/01/2022
(4)	(4)	220949	ADMINISTRATIVE ASSISTANT	05/31/2022	05/31/2022	05/31/2022
(4)	(4)	220963	PLANNER OPED	06/06/2022	06/06/2022	06/06/2022
(4)	(4)	220988	GIS TECHNICIAN	06/21/2022	06/21/2022	06/21/2022
(4)	(4)	221290	ADMINISTRATIVE ASSISTANT	08/01/2022	08/01/2022	08/01/2022
(4)	(4)	221408	DATA ARCHITECT	08/15/2022	08/15/2022	08/15/2022
(4)	(4)	221598	OCCUPATIONAL THERAPIST	10/11/2022	10/11/2022	10/11/2022
(4)	(4)	221873	SUPPORT SPECIALIST II (35 HRS)	02/13/2023	02/18/2023	02/13/2023
(4)	(4)	222348	AIRPORT CERTIFICATION SPECIALI	07/17/2023	07/17/2023	07/17/2023
(4)	(4)	222578	OCCUPATIONAL THERAPIST ASST	08/28/2023	08/28/2023	08/28/2023
(4)	(4)	222701	CONTRACT COMPLIANCE OFFICER	09/18/2023	09/18/2023	09/18/2023

APPENDIX F

Agreement Regarding Premium Cost Share (PCS) Contributions for New Members

This agreement is between the City of Bridgeport (hereinafter the "City"), the Laborers International Union of North America (LIUNA), Local 200 (hereinafter the "Union").

The parties above hereby agree to the following:

1. The intent of this agreement is to clarify the percent (%) amount of premium cost share (PCS) to be paid by new members of the union and to illuminate the distinction between new members of the union hired by the City on or before December 17, 2010 and those hired after December 17, 2010.
2. Members of the Union, or new members to the Union by virtue of an intra-City transfer, who were hired on or before December 17, 2010 and who were regular full time employees on said date shall have their PCS contribution capped at twenty five percent (25%) for their health care insurance.
3. The 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 at the time of their retirement.
4. New members to the Union, regardless of hire date, who were hired after December 17, 2010 shall pay a PCS contribution for their health care insurance according to the following schedule:

December 18, 2010	25%
July 1, 2011	26%
July 1, 2012	27%
July 1, 2013	28%
PCS shall increase by 1% per year on July 1 st of each year, until a cap of 50% is reached.	

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

5. Employees covered under item 2 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 3 above.

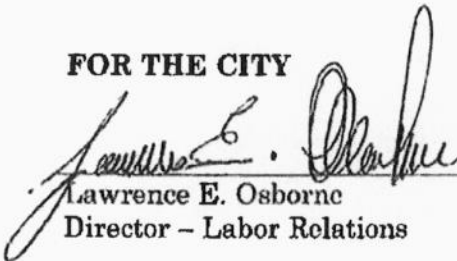
Exceptions to this provision are:

- 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.

6. This agreement covers PCS contributions for health care insurance (medical and prescription coverage) as generally provided by the City in 2011. This agreement shall not apply to new or substantially altered benefits plans not currently offered by the City, which may be instituted by the City or offered to its employees in the future.

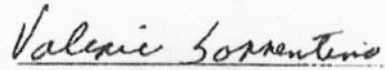
7. This agreement shall not constitute a practice or precedent under the collective bargaining agreement between the City and the Union. The Union will not cite or otherwise utilize this agreement or any of the substantive terms, in any grievance, arbitration (either grievance or binding interest) or any proceeding except for such proceeding to enforce the terms and conditions of this agreement.

FOR THE CITY


Lawrence E. Osborne
Director - Labor Relations

12/30/11
Date

FOR THE UNION


Valerie Sorrentino
Business Manager

12-30-11
Date

APPENDIX G

MEMORANDUM OF AGREEMENT between

[City of Bridgeport.

and

[LIUNA]

The undersigned Parties hereby agree as follows:

1. Plan Changes

Effective October 1, 2018, in lieu of the existing health plan offered to employees and retirees (hereinafter "plan participants") administered by CIGNA and Express Scripts, Inc., the Parties agree to switch plan participants to the State of Connecticut Partnership 2.0 Plan (Plan). If at any time the City determines that the cost and/or any of the Plan's components are no longer competitive, the City may terminate the Partnership 2.0 Plan and revert back to the plan design as it existed in the CBA on September 30, 2018. Further, plan participants are subject to Plan changes as the Plan may be amended from time to time.

2. Employee Contribution

- a. Employees shall contribute towards the cost of the Partnership 2.0 Plan in accordance with currently negotiated terms and conditions of the collective bargaining agreement as they pertain to employee/retiree healthcare premium cost share contributions.
- b. A component of the Partnership 2.0 Plan is the Health Enhancement Program (HEP) pursuant to which participants must comply with certain health screenings requirements and procedures, the failure to comply with which results in financial penalties including additional monthly costs. In addition to the cost-sharing referenced in (a) above, employees who are non-compliant or whose dependents are non-compliant with HEP, shall also be responsible for paying the penalties, which will be added to their PCS contribution.

3. Providers

The City of Bridgeport, in conjunction with United Healthcare, will work with Union to bring any providers currently used by members who are not part of the United Healthcare Network, into the Plan.

[CITY]

[LIUNA Local 1224]

By 

By 

Date: 10/25/18

Date: 10-25-18

{LIUNA HEALTHCARE AGREEMENT}

Page 1 of 1

APPENDIX H

Tentative Agreement Between City of Bridgeport And LIUNA

Contract Date	Wage	PCS	Buy-Out
1. 7/1/2009 to 6/30/2010	0%	12%	\$ 500.00
2. 7/1/2010 to 12/31/2010	0%	15%	\$1,500.00
3. 1/1/2011 to 6/30/2011	3%	18%	\$1,500.00
4. 7/1/2011 to 6/30/2012	2%	21%	\$2,000.00
5. 7/1/2012 to 6/30/2013	2%	25%	\$2,000.00 Capped

- The City agrees there will be no lay-offs of current LIUNA members through December 31, 2010. Except, this shall not apply in cases where grant funding expires.
- Effective June 1, 2009, the Union and the City will initiate a process to conduct a reclassification and job evaluation of existing LIUNA bargaining unit positions. Said process shall include a review of LIUNA bargaining unit positions and rewriting of existing job descriptions.

Said reclassification process shall employ an evaluation system identical or similar to the Position Appraisal Method (PAM)/Job Evaluation system developed by the Public Administration Service (PAS). Said PAM/PAS system utilizes a Point Rating Factor Comparison method of job evaluation. Each position within the bargaining unit is evaluated and rated using the same factors. The Union and the City may also agree to use a different job evaluation system, or they may agree to use the existing City of Bridgeport Civil Service system.

The above noted job evaluation process shall be conducted by a committee of four (4), two (2) members appointed by the City and two (2) members appointed by the Union. A fifth (5th) member shall be selected by the City and the Union and shall act as a facilitator to the committee for the purposes of conducting the job evaluation study. It is the intent of this agreement that the City and the Union will work together to complete the job evaluation process and establish mutually agreeable job descriptions, position rankings and ratings by December 31, 2009.

The reclassification process shall also include a salary and wage study of the existing LIUNA pay plan. It is also the intent of the parties that a new pay plan shall be developed that will employ a step system similar to what is presently in place for other Civil Service bargaining units in the City of Bridgeport.

The Union and the City may agree that certain LIUNA positions may be placed in wage schedules and receive step or salary adjustments to be effective July 1, 2010. If the City and the Union fail to agree, the entire job evaluation study or parts thereof shall be referred to a neutral mediator or arbitrator selected by the parties who shall resolve any disputes concerning job descriptions, position rankings and ratings, and wage schedules including step or salary adjustments. Parties agree that the cost of the neutral arbitrator shall be borne equally by the parties.

No current LIUNA member shall be downgraded, or suffer financial loss, as a result of the implementation of the reclassification and job evaluation of existing bargaining unit positions.

LIUNA members, who are awarded promotional LIUNA positions in the future, shall be initially placed at the step of the promotional position that represents an actual compensation increase.

- Effective July 1, 2009 the provisions of the collective bargaining agreement that apply to employees who retire, shall be changed to define future retirees as:

“for purposes of this contract “retirees” shall mean employees who: (a) have completed twenty-five (25) years of continuous municipal service regardless of age; and (b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF Fund B”

In addition, any newly hired or promoted employees into a LIUNA bargaining unit position shall only receive the above benefits after twenty-five (25) years of service.

Any current LIUNA member, listed on the attached Appendix, who may in the future change jobs within LIUNA, shall continue to be covered under the terms of the current agreement and will not be subject to a change in PCS or years needed for retirement.

- It is the intent of this Agreement that all current LIUNA members (listed on the attached Appendix) shall be “grandfathered” under the terms of the current Collective Bargaining Agreement.

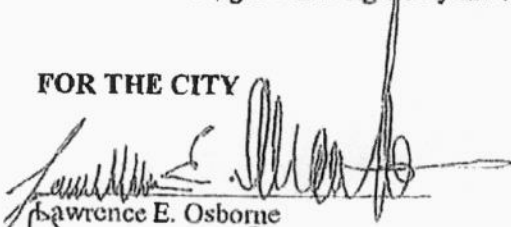
All current employees as of the date of the execution of this contract shall continue to be eligible to retire and receive the medical benefits provided by the current Collective Bargaining Agreement provided they have attained the following:

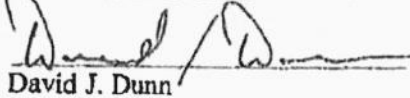
- A) Completed fifteen (15) years of municipal service and are age fifty-five (55) or who have completed twenty-five (25) years of municipal service regardless of the age; and
- B) Are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF-Fund B.

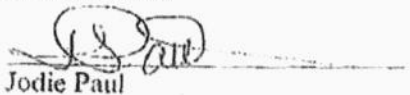
- LIUNA members who are currently on payroll will have their PCS contribution capped at twenty-five percent (25%) contribution as of July 1, 2012. This PCS cap is guaranteed to remain intact during the individual employees employment period and entire period of retirement.
- New bargaining unit members, hired during the term of this bargaining agreement, shall start at twenty-five percent (25%) PCS contribution. There will be a one (1%) percent increase each year for the PCS contribution up to fifty-percent (50%). This shall be capped at fifty percent (50%) after twenty-five (25) years of municipal service employment. This PCS cap of fifty percent (50%) is guaranteed to remain in tact during the entire period of retirement.
- Department Heads retain sole discretion/authority for the assigning of take home vehicles.
- Effective July 1, 2010 all bargaining unit members shall be paid through the City's "direct deposit" payroll system.
- All other terms and conditions of the current Collective Bargaining Agreement shall remain unchanged.

This Tentative Agreement signed by the bargaining committees on June 8, 2009.

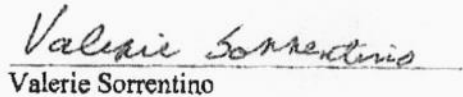
FOR THE CITY


Lawrence E. Osborne


David J. Dunn


Jodie Paul

FOR THE UNION


Valerie Sorrentino


Bill Finch, Mayor

APPENDIX I

TENTATIVE AGREEMENT **LIUNA, LOCAL 200**

DURATION

All provisions of this agreement shall be effective as of July 1, 2013 unless another effective date is specified herein, and shall remain in full force and effect until the thirtieth (30th) of June 2017.

ARTICLE 15 - WAGES

Effective July 1, 2013 -	3%
Effective July 1, 2014 -	3%
Effective July 1, 2015 -	2.5%
Effective July 1, 2016 -	2.5%

NEW LANGUAGE

The City and the Union agree to phase out the Insurance Buyout for employees who accept the Buyout but remain covered by the City. Beginning on July 1, 2016 the buyout will be reduced to \$1500.00 and on July 1, 2017 it will be reduced to \$1000.00 and on July 1, 2018 to \$500.00. Commencing on July 1, 2018 there will be no buyout available to those employees receiving health benefits from the City. For employees hired after December 31, 2015, no insurance buyout will be available if that employee receives health benefits from the City, generally from a spouse or other relative.

For those employees who receive health insurance from a source outside of the City, the buyout available to them will be as follows:

Beginning on July 1, 2016 - \$2500.00; July 1, 2017 - \$2750.00; July 1, 2018 - \$3000.00

NEW LANGUAGE – ARTICLE 19

For LIUNA members who retire on or after December 31, 2015, the parties agree that Medicare-eligible retirees and their spouses who are Medicare eligible are provided with a Medicare supplement plan in place of the city's insurance plan. At that time, the premium cost share as specified in Article 19.12 and 19.13 shall be based on the supplemental plan. Subject to final contract language, the following reflects the concept that the premium cost share shall be paid based on whatever plan(s) the retiree and covered dependents are enrolled in:

For retirees and their spouses attaining Medicare eligibility after the actual retirement date, the premium cost share shall be based upon the premium rate of the supplement plan provided by the City for said retirees and their spouses. The premium cost share

for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents.

ARTICLE 19 – INSURANCE

All members of the bargaining unit hired after December 31, 2015 will not be entitled to post retirement health benefits. It is understood that all employees on hired on or prior to December 31, 2015 shall be entitled to post retirement health benefits.

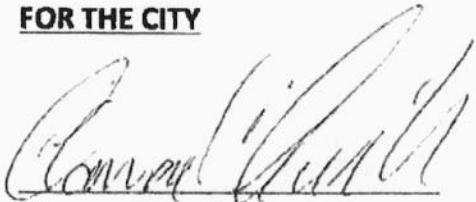
ARTICLE 19 NEW LANGUAGE (REOPENER) – INSURANCE

Effective July 1, 2016, the parties agree to reopen the contract to bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract on this issue, the City shall identify the specific benefit for which it is seeking to reopen the agreement and the date on which the City learned of this issue.

TERMS & CONDITIONS

This Tentative Agreement is subject to ratification by the union membership and the City.

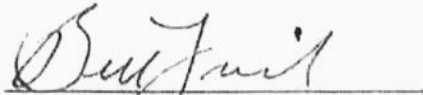
FOR THE CITY



Thomas C Austin
Senior Labor Relations Officer

10-13-15

DATE




Mayor Bill Finch

10/14/15

DATE

FOR THE UNION



Cory Bramley
Business Manager

DATE

APPENDIX J

Group 8

Detention Center Coordinator

Even Start Coordinator

Family Resource Center Coordinator

Parent Center Coordinator

Quality Enrichment Coordinator

School Readiness Coordinator

Site Facilitator

TOTS Coordinator

Occupational Therapist

Occupational Therapist Assistant

National Network of Partnership Schools Facilitator

APPENDIX K

On-Call Agreement

This agreement is between the City of Bridgeport (hereinafter the "City"), and LIUNA Local 1224 (hereinafter the "Union")

Whereas the City has a need to have a computer specialist available in case a computer system emergency arises outside of normal working hours, and

Whereas multiple, but not all, employees in the City's Information Technology Services (ITS) Department possess the requisite knowledge, skills and abilities to diagnose and resolve computer problems;

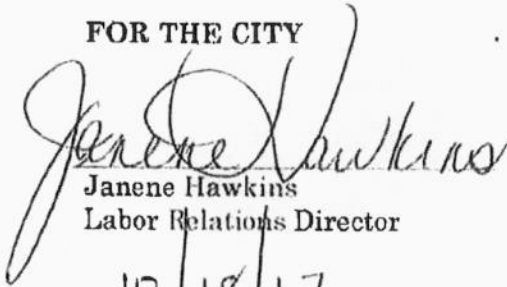
Therefore, to provide on-call emergency computer services coverage, the parties agree as follows:

1. An on-call roster of employees qualified to handle emergency computer situations is established.
2. The roster shall consist of active employees in the positions: Support Specialist II (Except Stella Folder), Server Specialist, and Network Architect
3. One employee per week (Monday 8:00 AM thru the following Monday at 8:00 AM) shall be assigned on-call duty. On-call assignment duty shall be rotated weekly.
4. A rotation list shall be kept and administered by Director of ITS. On-call assignments shall be distributed equitably amongst roster participants.
5. On-call pay of \$200 per week will be paid to the on-call employee for each complete week of on-call status.
6. An on-call device will be provided to the employee assigned on-call duty for the week. The on-call employee agrees to keep on call device (cell phone or equivalent) operational and in good working order, and must respond within 15 minutes when notified of an emergency.
7. The on-call employee is expected to attempt to resolve the emergency issue first from their remote location and, if not resolvable from a remote location, secure transportation to the City to resolve the issue on-site.
8. Overtime for responding to emergency situations shall be paid in accordance with Article 10 (Hours of Work and Overtime) and Article 16 (Call Back Pay) of the collective bargaining agreement. Said overtime

payment shall be in addition to the \$200.00 pay referred to in #5.
Compensatory time shall not be issued in lieu of overtime pay.

9. Swapping or substituting of on-call assignments may be allowed with the permission of Director of ITS provided there is no additional cost to the City.
10. If no eligible employee is willing to voluntarily accept an on-call assignment, the Director of ITS will order an eligible employee to accept the on-call assignment.
11. Failure of an on-call employee to respond to an emergency request in a timely manner can result in discipline.
12. This agreement may be revoked by either party with a 60-day written notice of revocation to the other party.
13. This agreement shall not constitute a practice or precedent under the collective bargaining agreement between the City and the Union. The Union, will not cite or otherwise utilize this agreement or any of the substantive terms, in any grievance, arbitration (either grievance or binding interest) or any proceeding except for such proceeding to enforce the terms and conditions of this agreement.


FOR THE CITY



Janene Hawkins
Labor Relations Director
10/18/17

Date

FOR THE UNION



Stephen Snipes, Business Manager
LIUNA Local 1224
10/18/17

Date



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 COMM. 30-23 Ref'd to Contracts Committee
Mayor on 01/02/2024.

December 20, 2023
Lydia Martinez
Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RECEIVED
CITY CLERKS OFFICE
23 DEC 27 AM 11:16
CITY CLERK

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 for the City of Bridgeport. I am respectfully requesting that the City Council refer this matter to the Contracts Committee for consideration.

Consistent with Mayor Ganim's efforts to support small and minority-owned businesses here in the City of Bridgeport and consistent with the budget approved by the City Council, several members of the administration and the Council President put together a nationwide search for a firm that could competently conduct a disparity study with respect to racial, gender, and other disparities within city purchasing at an appropriate cost and with the necessary input of stakeholders and the community. A selection committee, after an extensive review of proposals and interviews with each competing firm, chose Griffin & Strong P.C. as the most qualified firm that is ready and able to conduct a disparity study here in Bridgeport. The firm is highly regarded in this space and brings a wealth of experience, having conducted similar studies in states, counties, and municipalities across the nation.

Bridgeport's disparity study has not been updated since it was first created two decades ago. This study will help us to ensure that Bridgeport's procurement practices are informed by current market conditions, developments in the law, and existing disparities that may result from our current procurement practices and procedures.

I urge your approval of this matter and look forward to any questions that you may have.

Sincerely,

Thomas Gaudett
Deputy Chief of Staff

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 BRIDGEPORT

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.

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
SMXO81234**

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.

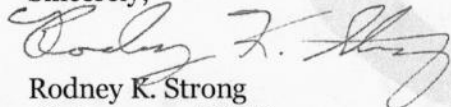
GSPC's work is characterized as follows:

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

The following table provides a detailed overview of the qualifications and experience of the candidates for the position of [Job Title]. Each candidate's background is summarized, highlighting their educational achievements, professional certifications, and relevant work experience. The information is presented in a structured format to facilitate comparison and selection.

Candidate Name	Education	Certifications	Work Experience
[Candidate 1 Name]	[Candidate 1 Education]	[Candidate 1 Certifications]	[Candidate 1 Work Experience]
[Candidate 2 Name]	[Candidate 2 Education]	[Candidate 2 Certifications]	[Candidate 2 Work Experience]
[Candidate 3 Name]	[Candidate 3 Education]	[Candidate 3 Certifications]	[Candidate 3 Work Experience]
[Candidate 4 Name]	[Candidate 4 Education]	[Candidate 4 Certifications]	[Candidate 4 Work Experience]

The candidates listed above have all met the minimum requirements for the position. Their qualifications and experience are highly relevant to the role, and they are all highly motivated and committed to the success of the organization. The selection process will be based on a comprehensive evaluation of their resumes, interviews, and references.

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-Croson disparity study and developed the first major post-Croson 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.
4. Our legal analyst was recognized for four consecutive years as a Top-Rated Lawyer in Georgia, with over twenty years of experience.
5. Our Senior Economist and Chief Researcher are widely published in scholarly journals in the areas of disparity research and discrimination in employment, private sector contracting, lending and public contracting.
6. Our Senior Economist was recently named one of the top 40 Black Economists of the last 30 years.

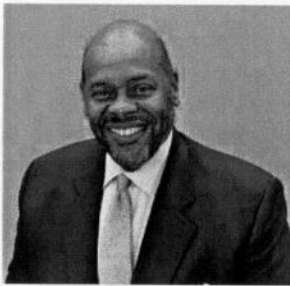
Tab 2: Qualifications of Key Personnel



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-Croson disparity study for the City of Atlanta. Additionally, he developed the first post-Croson 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.

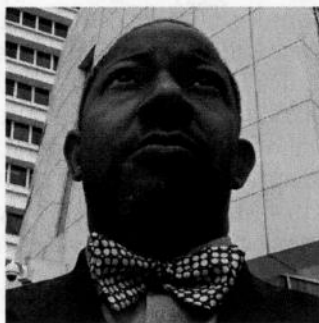
Dr. Gregory Price, Senior Economic, Private Sector Analysis



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



CREATIVE RESEARCH SOLUTIONS

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-Crosby” 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

Shareholder/President/Managing Partner

March 1996-October 2010

- 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. **June, 2016 to December 2017**
- **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. **May, 2015 to August, 2016**
- **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. **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

- 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.

*July 2016-
January 2020*

Deputy Project Manager

- 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.

2013-2016

Legal Assistant/Data Analyst

- 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

2007-2009

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	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.	
Education	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 Minor, African American Studies	1976
Career History	Griffin & Strong, P.C. , Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i>	<i>May 2008-current</i>
	Senior Consultant	
	<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 	
	Black Family Channel, LLC, Atlanta, GA <i>Vice President/Programming and Legal</i>	<i>2005- 2007</i>
	Clark Jenkins Communications, Kennesaw, GA Consultant -Business & Management Development	<i>1992-Present</i>
	Strategic Planning Contract Negotiations and Programming Handled all licensing, planning and litigation matters for the Estate of Dr. Martin Luther King, Jr.	
	United Image Entertainment, Los Angeles, CA President/COO	1990-1992
	<ul style="list-style-type: none"> Responsible for all day-to-day activities of this start-up motion picture and television production company 	
	Home Box Office, Inc., New York, NY Director of Business Affairs, Programming	1980-1990
	<ul style="list-style-type: none"> Directed business activities for programming, including negotiating production and acquisition agreements for sports, original programming, union agreements 	
Disparity Study Experience	Project Manager, Senior Consultant or Deputy Project Manager 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
- 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	May 1993
	M.A., Economics, University of Wisconsin-Milwaukee	May 1984
	B.A., Economics, Morehouse College	May 1982
Career History	Griffin & Strong, P.C. , Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i>	November 2009-current
	<p>Senior Economist</p> <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	July 2019-present
	Morehouse College, Department of Economics, Atlanta, GA, Professor	January 2016 to June 2019
	Langston University, Professor of Economics and Interim Dean, School of Business (on leave from Morehouse), Langston, OK	December 2013-December 2015
	Morehouse College, Charles E. Merrill Professor and Chair, Department of Economics	August 2007-December 2013
	Jackson State University, Jackson, MS	July 2004-September 2006
	<p>Professor of Economics, College of Business Director, Mississippi Urban Research Center</p> <ul style="list-style-type: none"> • Research proposal development • Advocate and spokesman for MURC/JSU 	
	<p>Editor, Urban Researcher and MURC Digest</p> <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	Spring, 2004
	Visiting Professor, Duke University, Durham, NC Visiting Associate Professor, Department of Economics	Summer, 2004
	Visiting Associate Professor North Carolina A&T State University, Greensboro, NC	September, 2002-May, 2004
	Associate Professor, Department of Economics	

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	<p>MBA, Yale School of Management, New Haven, CT</p> <p>Dual B.A., Finance Spanish, Morehouse College, Atlanta, GA</p>	<p>2022</p> <p>2014</p>
Career History	<p>Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i></p> <p>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 <p>Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i></p> <p>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 <p>T. RHO Investments, <i>Atlanta, GA</i></p> <p>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%+ <p>Bain & Company, <i>Boston, MA</i></p> <p>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 	

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, <u>Rowe v. Tippett</u> , 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, <i>Atlanta, GA</i></p> <p style="text-align: right;"><i>September 2016-current</i></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., <i>Tallahassee, FL</i></p> <p style="text-align: right;"><i>2000-2016</i></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, <i>Atlanta, GA</i></p> <p>Associate Professor, Accounting/Business Law</p> <p><i>Undergraduate Courses</i></p> <p style="text-align: right;"><i>1993-current</i></p> <p>Dorsey & Whitney <i>Minneapolis, MN</i></p> <p style="text-align: right;"><i>1991-1993</i></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</p> <p style="text-align: right;"><i>1986-1988</i></p> <p>Assistant Professor, Graduate Faculty</p> <p>Public Finance</p> <p>Economics 1 (MBA Program)</p> <p>Morehouse College, <i>Atlanta, GA</i></p> <p style="text-align: right;"><i>1981-1986</i></p>	

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

J.D., with High Honors, Florida State University College of Law,
Tallahassee, FL

1993

B.S.W in Criminal Justice, University of Wisconsin, Milwaukee, WI

1987

Career History

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

Partner, Legal Division

April, 2016-present

- 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

Law Office of David J. Maher, Atlanta, GA

*August, 2013 –
April, 2016*

Principal

- 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

2011-

2013

Drew, Eckl and Farnham, Atlanta, GA

Associate, Litigation

- 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

United States Court of Appeals for the Eleventh Circuit, Atlanta, GA

2009-2011

Federal Law Clerk, Staff Attorney's Office

- Conducted extensive legal research and drafted legal memoranda in a number of practice areas, including employment, civil rights, criminal and immigration

2000-

2009

Harke & Clasby, L.L.P., Miami, FL

Partner

2006 to 2009

- 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

Associate

2000 to 2006

- Litigation Support and appellate services in several areas of civil law, including consumer law and antitrust.

Hicks & Anderson, LLP, Miami, FL

1996-2000

Associate, Civil Appellate

- 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

Steel Hector & Davis, LLP, Miami, FL

1992-1996

Associate, Labor and Employment Litigation Group

1993 to 1996

- Complex commercial litigation at one of Florida’s largest law firms

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 skills 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	<p>Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i></p> <p>Communications Consultant <i>October 2019-present</i></p> <ul style="list-style-type: none"> • 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" <p>SunTrust Bank, Atlanta, GA <i>June 2018-May 2019</i></p> <p>Senior Communications Specialist</p> <ul style="list-style-type: none"> • 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 <p style="text-align: right;"><i>June 2017-Present</i></p> <p>Focus Media Group, Atlanta, GA</p> <p>Independent Contractor</p> <ul style="list-style-type: none"> • 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 <p style="text-align: right;"><i>March 2016-June 2017</i></p> <p>Dekalb County Government</p> <p>Director of Communications, Offices of District Attorney and Solicitor-General</p> <ul style="list-style-type: none"> • 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>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>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>	
<p>Disparity Study/Public Sector Experience</p>	<p>Data Analyst</p>	<p>Study Dates</p>
	<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 	<p>July 2021-Dec 2022 March 2022- Present May 2022-Present June 2022-Present Nov 2022-Present</p>
<p>Technical Competencies</p>	<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 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.

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 **Griffin & Strong, P.C.**, Attorneys-at-Law and Public Policy Consultants, *Atlanta, GA* September 2002-present
Director of Project Development November 2014 to Present
 • Responsible for all pre-contract activities, including coordination and preparation of proposal responses and communications with potential subcontractors/subconsultants
Director of Corporate Communications & Human Resources August 2008-November 2014
 • Responsible for the firm's staffing activities and general human resources function
Project Manager September 2002-August 2008
 • Served as Deputy Project Manager on disparity studies
 • Facilitated analysis of purchasing practices and procedures
 • Coordinated and/or conducted anecdotal interviews
Lindamood-Bell, Atlanta, Georgia-Clinician 1999- 2002
Incredible Universe, *Duluth, GA* December 1995-April 1997
Human Resources Director
Concessions International, Atlanta, GA November 1986-October 1995
Director of Human Resources-May 1987-October 1995
Administrative/Bookkeeper
City of Atlanta Office of Contract Compliance, Atlanta, GA May 1984-November 1986
Contract Compliance Administrator

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 	

-
- 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

-
- 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
Email: ajisafe@creativeresearchsolutions.com

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



CREATIVE RESEARCH SOLUTIONS

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).



CREATIVE RESEARCH SOLUTIONS

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).

AWARDS, FELLOWSHIPS, GRANTS

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.

PROFESSIONAL MEMBERSHIPS

American Evaluation Association: (2010-present)



Tab 3: Methodology

The purpose of this study was to explore the experiences of...

The study was conducted using a phenomenological approach...

Data collection was conducted through semi-structured interviews...

The data was analyzed using thematic analysis...

The findings of this study suggest that...

These findings have implications for practice...

Limitations of this study include...

Future research should explore...

Conclusion

References

AVRUS
11/11/16
2/1/17

PROJECT #1
2/1/17

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

The project timeline is as follows:

Task	Start Date	End Date
Task 1
Task 2
Task 3
Task 4
Task 5
Task 6
Task 7
Task 8
Task 9
Task 10
Task 11
Task 12
Task 13
Task 14
Task 15
Task 16
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Task 37
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Task 40
Task 41
Task 42
Task 43
Task 44
Task 45
Task 46
Task 47
Task 48
Task 49
Task 50

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:

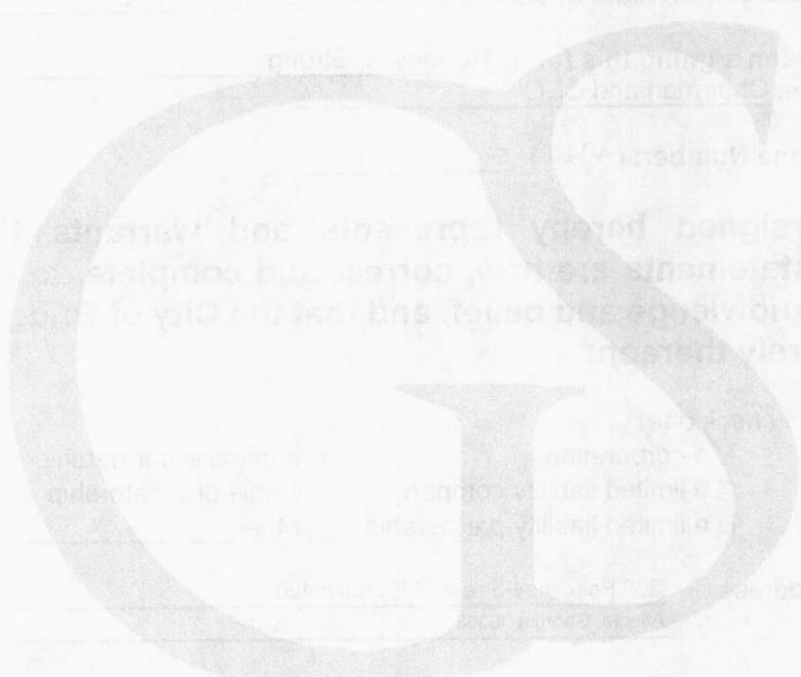
- Orally present the study to the City or as otherwise directed, outlining the findings.

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 B

THE CITY OF BIRMINGHAM HAS REVIEWED THE DISCLOSURE PROVIDED BY THE COMPANY AND HAS DETERMINED THAT THE DISCLOSURE IS COMPLETE AND ACCURATE AND THAT THERE IS NO NEED FOR THE COMPANY TO PROVIDE ADDITIONAL DISCLOSURE.



1. The undersigned hereby certifies that the information contained in the enclosed report is true and correct to the best of his knowledge and belief, and that he is not aware of any information which might cause the financial statements to be misleading.

2. I am a duly licensed professional accountant in good standing with the State of Alabama.

3. I am not providing any services to the Company that might impair my objectivity.

4. I have no direct or indirect financial interest in the Company.

5. I have no relationship with the Company that might impair my objectivity.

6. I have no other business relationship with the Company that might impair my objectivity.

7. I have no other financial interest in the Company that might impair my objectivity.

8. I have no other relationship with the Company that might impair my objectivity.

9. I have no other financial interest in the Company that might impair my objectivity.

10. I have no other relationship with the Company that might impair my objectivity.

11. I have no other financial interest in the Company that might impair my objectivity.

12. I have no other relationship with the Company that might impair my objectivity.

13. I have no other financial interest in the Company that might impair my objectivity.

14. I have no other relationship with the Company that might impair my objectivity.

15. I have no other financial interest in the Company that might impair my objectivity.

16. I have no other relationship with the Company that might impair my objectivity.

17. I have no other financial interest in the Company that might impair my objectivity.

18. I have no other relationship with the Company that might impair my objectivity.

19. I have no other financial interest in the Company that might impair my objectivity.

20. I have no other relationship with the Company that might impair my objectivity.

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)

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:

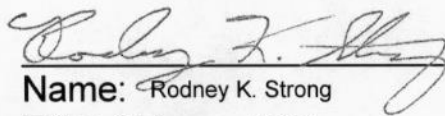
BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS, ITS PARENT, AFFILIATES OR SUBSIDIARIES AND THE CITY OF BRIDGEPORT. RKS (Initial)

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.

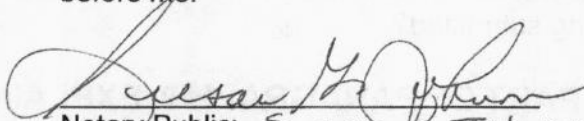
Dated: April 18, 2023


Name: Rodney K. Strong
Title: Chairman and CEO
duly-authorized

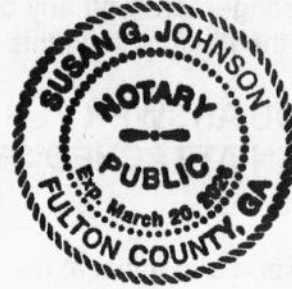
STATE OF Georgia }
 }ss. _____
COUNTY OF Fulton }

April 18, 2023

Personally appeared before me, Rodney K. Strong (name), the Chairman and CEO (title) of Griffin Strong, P.C. (name of Business), who swore to the truth of the foregoing as his/her free act and deed and the free act and deed of Griffin Strong, P.C. (name of Business) before me.



Notary Public: Susan G. Johnson
My commission expires on: March 20, 2026
Commissioner of the Superior Court





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 [IBITNRichardVanNorman]

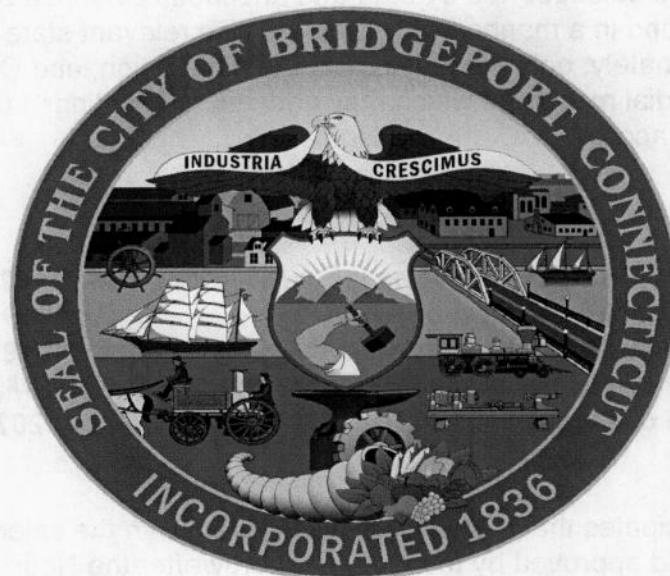
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Sent on: 2/21/2023 10:27:01 AM
System ReferenceID: 186835187

**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

THIS AGREEMENT is made this _____ day of _____, 2023, between the City of Chicago, Illinois, and _____, a professional services provider, for the purpose of providing professional services to the City of Chicago, Illinois, as set forth in the following terms and conditions:

WHEREAS, the City of Chicago has a need for professional services to assist in the implementation of the City's strategic plan and to provide support to the City's various departments and divisions;

WHEREAS, the City of Chicago has conducted a competitive solicitation process and has selected the provider named in this Agreement;

WHEREAS, the City of Chicago has approved the selection and award of this Agreement to the provider named in this Agreement;

WHEREAS, the City of Chicago has approved the selection and award of this Agreement to the provider named in this Agreement;

WHEREAS, the City of Chicago has approved the selection and award of this Agreement to the provider named in this Agreement;

NOW, THEREFORE, the City of Chicago and the provider have agreed to the following terms and conditions:

1. **Services:** The provider shall provide the following professional services to the City of Chicago, Illinois: [Detailed description of services to be provided]

2. **Term:** This Agreement shall commence on the date of execution and shall continue until the date of termination or expiration, whichever occurs first.

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

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

The City of Portland is seeking proposals for the development and implementation of a Minority Disparity Study. The study will identify and analyze the extent of minority disparities in the City of Portland and develop strategies to address these disparities. The study will be conducted over a period of 12 months and will be completed by the end of the fiscal year. The study will be conducted by a qualified individual or organization with the necessary expertise and resources to conduct such a study. The study will be conducted in accordance with the terms and conditions of the Request for Qualification and Proposals. The study will be conducted in accordance with the terms and conditions of the Request for Qualification and Proposals. The study will be conducted in accordance with the terms and conditions of the Request for Qualification and Proposals.

CITY OF PORTLAND

Exhibit B

Consultant's Proposal

Office of the City Attorney Use Only

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

Exhibit C

Scope of Work

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.

- 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.

Item# *08-23 Consent Calendar

Appointment of Jerome Roberts (U) to the Fair Rent Commission.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: January 2, 2024

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
2024 JAN 17 PM 2:31
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *08-23 Consent Calendar

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

NAME

TERM EXPIRES

Jerome Roberts (U)
215 Daniels Avenue
Bridgeport, CT 06606

December 31, 2026

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, **Co-Chair**

Aikeem G. Boyd, **Co-Chair**

Rolanda Smith

Alfredo Castillo

Tyler Mack

Matthew McCarthy

Maria H. Pereira

Note: Report not signed by Committee.

City Council Date: January 2, 2024

Item# *23-23 Consent Calendar

Approval to Establish Two (2) New Permanent Positions for Job Classification and specifications of the Library Maintenance and Facilities Manager and the Library Information Technology Services Manager (ITS) pursuant to Municipal Charter Chapter 17 Section 206(d).



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: January 2, 2024

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
2024 JAN 17 PM 2:31
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

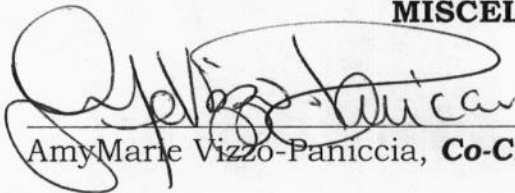
To the City Council of the City of Bridgeport:

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

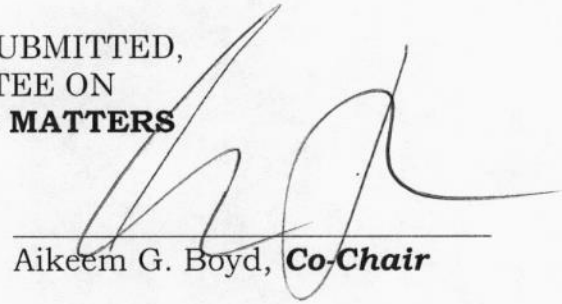
Item No. *23-23 Consent Calendar

RESOLVED, that the attached job description to establish the classification and specifications for two (2) new permanent positions of the Library Maintenance and Facilities Manager and Library Information Technology Services Manager (ITS) positions for the Bridgeport Public Library pursuant to Municipal Charter Chapter 17, section 206(d) be, and hereby is, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS



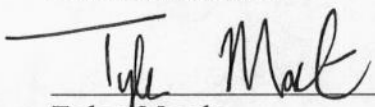
AmyMarie Vizzo-Paniccia, **Co-Chair**



Aikeem G. Boyd, **Co-Chair**

Rolanda Smith

Alfredo Castillo



Tyler Mack

Matthew McCarthy

Maria H. Pereira

City Council Date: January 2, 2024

RECORD OF THE VOTE

**CIVIL SERVICE COMMISSION
REGULAR MEETING
CITY HALL, WHEELER ROOMS A AND B
NOVEMBER 14, 2023**

VOTES

Commissioner Falberg called the regular meeting of the Civil Service Commission to order at 4:33 p.m. Present were Commissioners Grech, Hall and Rodgers (4:32 p.m.); Personnel Director Eric Amado; Clerk to the Commission Deborah Brelsford; Atty. John Mitola, Aaron Curry, Public Facilities Deputy Director; Sgt. Lawrence Lazaro OIA; Atty. Thomas Bucci; Sgt. Fabio Pereira, OIA; Teron Jones, Officer A. Sistrunk; Jonathan Martin, Terrance Rogers, Nicholas DeLorenzo

CONSENT AGENDA: MATTERS TO BE ACTED UPON

1. Meeting Minutes

The Minutes from the special meeting on October 10, 2023 are submitted for review.

2. Permanent Appointments – Certify for Payroll

PERMANENT APPOINTMENTS – November 2023 MEETING

ID#	LAST NAME	FIRST NAME	JOB TITLE	EFFECTIVE DATE
13063	Agueda	Maria	Special Projects Coordinator	6/28/2022
220971	Bullock	Jamal	Maintainer I, Grade I	10/30/2023
218185	Burks	Keisha	Clerical Assistant	1/1/2023
211006	Coca	Ignacio	Public Works Foreman II	1/6/2022
19726	Cochran	Miguel	Custodian I	12/1/2021
220878	Colon	Ramon	BOE - Janitress	11/8/2023
19973	Dancho	Jonathan	Greenhouse	11/8/2023
215952	Delgado	Cruz	Airport Certification Specialist	12/21/2022
218228	Gant	Verdina	Janitress	1/6/2022
221006	Garskof	Deborah	Associate City Attorney	12/27/2022
218330	Grant	Derek	Registered Sanitarian/Inspector	3/19/2023
221658	Hamilton	Tyshun	Maintainer II	5/13/2023
18905	Jean	Peguy	Maintainer I, Grade I	10/17/2023
42433	Jones	Janice	Senior Tax Collector Clerk - 35HRS	11/13/2023
221688	Jefferson	Anthony	Maintainer I, Grade I	10/17/2023
89978	Kapral	Cynthia	Payroll Clerk II	9/22/2021
210909	Lanese	Joseph	Custodian I	9/22/2021
219306	Perez	Robing	BOE - Maintainer I, Grade I	10/5/2023
76133	Rodriguez	Gabriel	Maintainer II	11/8/2023
216981	Spencer	David	Maintainer I, Grade I	11/8/2023
220684	Sharma	Sumitt	Deputy Director of Health & Social Services	6/19/2023
92666	Tate	Charles	Housing Code Inspector	11/8/2023
90832	Tomas	Robert	Zoo Curator	11/8/2023
214117	Urena	Tatiana	Payroll Clerk (40HRS)	11/13/2023
95393	Warner	John	Senior Zookeeper	11/8/2023

3. Vacancy Report

- 1) Housing and Commercial Code Enforcement Officer
- 2) Epidemiological Inspector
- 3) Condemnation/Anti-Blight Inspector

The Commission is also asked to remove the 3 positions from the Health Department Table of Organization.

**** COMMISSIONER HALL MOVED TO APPROVE THE ELIMINATION OF CLASSIFICATION(S) PER MUNICIPAL CHARTER CHAPTER 17, SEC. 213(A) THE FOLLOWING POSITIONS:**

- 1) HOUSING AND COMMERCIAL CODE ENFORCEMENT OFFICER
- 2) EPIDEMIOLOGICAL INSPECTOR
- 3) CONDEMNATION/ANTI-BLIGHT INSPECTOR

**** COMMISSIONER GRECH SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

5. Request to Approve Updated Residency Form

The Commission is asked to approve the recently updated Residency Form.

**** COMMISSIONER GRECH MOVED TO APPROVE THE RECENTLY UPDATED RESIDENCY FORM AS PRESENTED.
** COMMISSIONER HALL SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

*** 6. Request for Non-Competitive Positions in Bridgeport Public Library**

The Commission has received a request from City Librarian, Elaine Braithwaite, for two (2) non-competitive positions of:

- Library Maintenance and Facilities Manager
- Library Information Technology Services Manager (ITS)

**** COMMISSIONER GRECH MOVED TO APPROVE THE REQUEST FROM CITY LIBRARIAN, ELAINE BRAITHWAITE, FOR TWO (2) NON-COMPETITIVE POSITIONS OF:**

- LIBRARY MAINTENANCE AND FACILITIES MANAGER
- LIBRARY INFORMATION TECHNOLOGY SERVICES MANAGER (ITS)

**** COMMISSIONER HALL SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

Commissioner Rodgers joined the meeting at 4:35 p.m.

7. Request to Approve Updated Job Description of Assistant Personnel Director

NEW JOB DESCRIPTIONS:

- **Library Maintenance and Facilities Manager**
- **Library Information Technology Services Manager (ITS)**

JOB DESCRIPTION

Job Title: **Library Maintenance and Facilities Manager**
Department: Library
Reports to: City Librarian
Union / Pay Grade: Bridgeport city Supervisors Union (BCSA)
Job Class Code: 9527
Prepared Date: August 20, 2023

GENERAL STATEMENT OF DUTIES:

The Library Maintenance and Facilities Manager provides the administration of the Bridgeport Public Library with support for the implementation of the library's strategic plans in the areas of buildings and facilities, and is responsible for the operation, maintenance, and cleaning of library buildings and facilities in a multi-branch urban library system, vehicles, and equipment as assigned. The Library Maintenance and Facilities Manager supervises and directs activities of custodial and maintenance staff. The Manager serves as the point of contact for managing and monitoring the performance of contracted security service personnel and participates in selection of vendor services through formal bidding processes. The Library Maintenance and Facilities Manager also serves as an advisor on facilities problems and improvements at all library locations under Library Board control, and may solicit, prepare and facilitate informal and formal bids for construction, renovation, remodeling, and remedial repair projects, and oversees deliverables on such projects and recommends remedial actions to vendors as needed.

The Library Maintenance and Facilities Manager serves as a point of contact with City Staff and Department Heads in the areas of Public Facilities, Police, Fire, and Emergency Management to ensure effective operation of library buildings and facilities and compliance with local ordinances, policies and procedures, and is a point of contact for library contracted security services.

SUPERVISION RECEIVED: Reports to the City Librarian. Supervision ranges from daily to minimal; supervision provided on an as-needed basis.

SUPERVISION EXERCIZED: Supervises all Library Maintenance Staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The essential functions or duties described are the primary functions and duties of the position. There may be other types of work that may be performed and the omission of a particular duty or function does not exclude that duty or function from the position provided the duty or function is similar in work, related to work or logically assigned to the position.

1. Communicate and interact effectively with Library Administration, Library Board of Directors, City staff, and outside vendors.
2. Manages and assigns maintenance staff, including custodians and maintainers to ensure clean, operational library facilities, achieve operational goals within available resources, plans and organizes workloads and staff assignments, trains and evaluates assigned staff, reviews progress and directs changes as needed.
3. Keep up-to-date preventative maintenance contracts on all mechanicals.
4. Troubleshoot and perform emergency hands-on repairs as needed.
5. Coordinates and participates in meetings that involve facilities, maintenance and other meetings where such expertise is needed.
6. Manage repair and maintenance projects so they are performed efficiently and in a timely manner.
7. Assist with Information Technology projects to provide infrastructure support.
8. Prepares reports for the City Librarian and Library Board of Directors monthly and on an as needed basis for specific projects and building issues.
9. Assists staff to diagnose and solve maintenance problems.
10. Organizes, directs and participates in training activities for Maintenance staff.
11. Organizes, directs and participates in training activities in safety areas for Library staff development.

12. Participates in Library and Citywide Safety Committee meetings.
13. Works with the Procurement Division to prepare and solicit requests for proposals for building, construction and repair projects.
14. Coordinates with Library Administration, support staff, Library managers or vendors to solve problems.
15. Other duties as required.

MINIMUM EDUCATIONAL REQUIREMENTS:

High School graduation. Certification in Building Services or related field preferred. Experience and thorough knowledge of construction principals and practices. Electrical and HVAC experience. Stationary engineer's license preferred. Extensive prior experience in planning and maintaining interior and exterior grounds preferred. Any equivalent combination of education and experience.

EXPERIENCE:

Minimum eight years of professional experience in the Maintenance and Facilities Management field, with five years of direct personnel management and at least three of which are in a senior leadership role.

KNOWLEDGE, SKILLS, AND ABILITIES:

Ability to supervise.

Considerable knowledge of factors of fire and health safety involved in the care of buildings.

Electrical experience preferred.

Considerable knowledge and hands-on experience in mechanical systems.

Hands-on knowledge and experience in the safe operation of a variety of tools, machinery, power equipment used in performing essential functions.

Knowledge of building codes, and construction and architectural terminology.

Considerable knowledge of cleaning methods, materials and equipment.

Ability to read blueprints.

Knowledge of municipal processes for procurement including informal and formal bidding processes.

Ability to work effectively with others on a high level.

Working knowledge of MS Word and Excel.

Maintain the ability to satisfy all physical demands.

LICENSES AND CERTIFICATES

None.

PHYSICAL DEMANDS:

The conditions below are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

- Significant lifting, carrying, pushing and/or pulling up to 50 pounds.
- Frequent stooping, kneeling, crouching and/or crawling; reaching above shoulder level.
- Fine finger dexterity.
- Must be able to coordinate eyes, hands, feet and limbs in performing skilled movements such as rapid keyboard use.
- Prolonged periods sitting at a desk and working on a computer.
- Must be able to access and navigate all areas of the facilities.
- Must be able to access all parts of the company equipment.
- Ability to withstand a variety of indoor and outdoor environmental conditions.

This job description is not, nor is it intended to be, a complete statement of all duties, functions, responsibilities, qualifications, physical, and cognitive which comprise this position. The above is intended to be a fair representation of the "typical demands of the position.

JOB DESCRIPTION

Job Title: **Library Information Technology Services Manager (ITS)**
Department: Technology Services
Reports To: City Librarian and/or Designee
Union / Pay Grade: Bridgeport City Supervisors Union (BCSA)
Job Class Code: N/A
Prepared Date: September 5, 2023

GENERAL STATEMENT OF DUTIES:

The Library Information Technology Services Manager provides the City Librarian's office with support for unifying leadership and vision in the strategic direction, implementation and management of the Library's information technology (IT) program and budget. The Director advises the City Librarian on all technology and IT-related programs and issues necessary to run a multi-branch urban library system. The Library Information Technology Services Manager also has responsibility for the operation of a highly complex and dynamic networked infrastructure and applications providing full spectrum IT and technology services to Library staff and for public services, and ensuring continuity of operations.

This department director level position involves various leadership roles and administrative responsibilities including selection, training and performance evaluation of subordinates, plus successful execution of departmental programs and projects. The incumbent works under the general direction of the City Librarian and must be capable of exercising independent judgment, demonstrating business acumen, sound technical knowledge and an understanding of how libraries use computers and technology in order to accomplish its mission.

This leadership role requires strong analytical and technical abilities and demands fast, but carefully thought-out decisions. The job centers on developing new ideas, systems and technology, in addition, analyzing and improving established ones. A high level of expertise is expected. Successful candidate will have a style that is purposeful and directed advancing the Library's strategic plan with a clear technology plan to improve operations and decision-making.

SUPERVISION RECEIVED: Ranges from Daily to minimal; supervision provided on an as-needed basis.

SUPERVISION EXERCISED: Supervises all Technology Services Department staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The essential functions or duties described below are the primary functions and duties of the position. There may be other types of work that may be performed and the omission of a particular duty or function does not exclude that duty or function from the position provided the duty or function is similar in work, related to the work or logically assigned to the position.

1. Provides IT advice to the City Librarian, Library Board of Directors, Library administration, staff, and outside agencies. Excellent verbal and written communication skills are needed to interact effectively with each of these stakeholders which includes presentations to any of these groups; and where necessary focus groups and the general public.
2. Coordinates and participates in meetings with library senior staff and with library stakeholders to build and understand current trends in library technology.
3. Confers with management to determine information functional needs and technical requirements of departments to determine boundaries and priorities of IT projects.
4. Responsible to assure appropriate cybersecurity program is established and functional, including tested disaster recovery protocols are in place.
5. Consults with the City ITS Director, Public Facilities, Procurement, and other City department managerial staff to insure cooperation and compliance with policy, procedure, and ordinances as they may apply to the library as a department of the City of Bridgeport.

6. Manages and oversees assigned operations and takes a leadership role with contracted vendors to achieve goals within available resources; plans and organizes workloads and staff assignments; trains and evaluates assigned staff; reviews progress and directs changes as needed.
7. Assures assigned areas of responsibility are performed within budget; performs cost control activities; supervises expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities and time.
8. Creates, changes, implements and manages written IT policies and procedures to establish and maintain excellent standards of performance.
9. Researching and writing of grants.
10. Issues oral and written instructions to IT staff; assigns duties, inspects work for exactness, neatness and conformance to policies & procedures, along with established industry technical standards.
11. Prepares, schedules and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of IT operations within the City.
12. Oversees the analysis, design, programming and administration of information technology systems, including lifecycle management of equipment and applications.
13. Prepares an assortment of IT studies, reports and related information for decision-making purposes.
14. Prepares business case studies defining the potential project feasibility.
15. Prepares progress reports to inform management of project status and deviation from goals.
16. Coordinates with management, support staff, technical personnel or vendors to solve problems.
17. Outlines system, database and security requirements for information technology systems.
18. Works with library and city Procurement Divisions to prepare and solicit requests for proposals for hardware and software solutions and professional services.
19. Assists staff to diagnose and solve technology problems.
20. Organizes, directs and participates in training activities for all Library staff.
21. Participates in technical projects including writing equipment and application specifications.

MINIMUM EDUCATIONAL REQUIREMENTS:

Bachelor's degree in Information Systems Management, Computer Science, Engineering or related field. Master's Degree Technology or related information systems field preferred.

EXPERIENCE:

Minimum of ten years of professional experience in information technology, with six years of direct personnel management and at least four of which are in a senior leadership role.

KNOWLEDGE, SKILLS AND ABILITIES:

- Able to communicate technical information in common language as to be understood by people outside the IT industry.
- Extensive knowledge of information technology, including virtualization and cybersecurity.
- Considerable knowledge of fixed and mobile data and unified voice communication systems.
- Considerable knowledge of modern management information systems, and business process analysis.
- Considerable knowledge of office automation software applications.
- Knowledge of how public libraries use information technology for staff and public applications.
- Knowledge of Federal, state and local laws, regulations and court decisions applicable to information technology.
- Knowledge of cloud computing, network infrastructure, application hosting/management, cybersecurity and resilience, data analytics and web and mobile application development.
- Familiar with agile approaches as well as traditional IT governance and management practices.
- Ability to effectively drive process and technology change in a dynamic and complex operating environment and engage and support diverse stakeholders.
- Ability to analyze, interpret and explain proposed legislation and programs in terms of their implications and impacts on Library programs, operations and projects.
- Ability to operate flexibility within shifting political and operational constraints.

LICENSES AND CERTIFICATIONS:

- A valid Connecticut Driver's License may be required for transportation between various sites.

PHYSICAL DEMANDS:

The conditions below are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

- Needs to be able to operate equipment and machinery with some requiring rapid adjustments such as a computer keyboard and terminal, photocopier, and calculator.
- Must be able to coordinate eyes, hands, feet and limbs in performing skilled movements such as rapid keyboard use.
- Essential and marginal functions may require maintaining physical condition necessary for sitting for prolonged periods of time. Tasks may involve extended periods of time at a keyboard or workstation. Frequent downward flexion of neck, side-to-side turning of the neck, fine finger dexterity and grasp to manipulate the keyboard, telephone, writing instruments, papers, books, manuals, and reports.
- Work may involve occasional outdoor fieldwork.
- Additional hours and attending meetings outside regular work hours may be required. Work environment is professional and both team and autonomy oriented.

This job description is not, nor is it intended to be, a complete statement of all duties, functions, responsibilities, qualifications, physical, and cognitive which comprise this position. The above is intended to be a fair representation of the "typical" demands of the position.

Item# 20-23

Resolution Calling for An Immediate De-escalation and Permanent Ceasefire in Israel, Gaza, and the Occupied West Bank.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: January 2, 2024

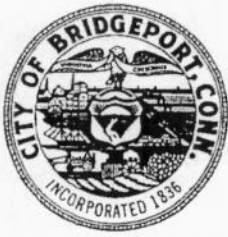
Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign report

RECEIVED
CITY CLERKS OFFICE
2024 JAN 17 PM 2:31
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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 20-23

Resolution Calling for An Immediate De-escalation and Permanent Ceasefire in Israel, Gaza, and the Occupied West Bank

WHEREAS, All life is precious, and the any indiscriminate killing of innocent civilians, regardless of their faith or ethnicity, is a violation of international humanitarian law; and,

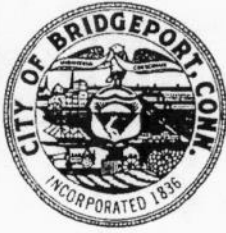
WHEREAS, with continued violence in Israel and Palestine, the situation has escalated in the recent months. Most recently, between October 7 and today, armed violence has claimed the lives of innocent civilians in Palestine and Israel. ~~To date 1,200~~ **Thousands of** innocent lives have been lost in Israel and ~~23,000 innocent lives have been lost~~ in Palestine. The community in Bridgeport across all faith groups and backgrounds supports an end to the continued violence and hopes for a solution where Palestinians and Israelis can live side by side with a two-state solution in enduring peace, safety, justice, and dignity. Every human being deserves a dignified, peaceful life regardless of religion, race, or color; and,

WHEREAS, Hundreds of thousands of lives are at imminent risk if a permanent ceasefire is not achieved and humanitarian aid is not delivered without delay; and,

WHEREAS, All members of the Bridgeport City Council have the right ~~a duty and responsibility to speak up in times of injustice; and, and to also center the voices, experiences, and realities of the most directly impacted in a given situation, including Bridgeport residents; and,~~

WHEREAS, The Federal Government holds immense power to save Palestinian & and Israeli lives;

NOW, THEREFORE BE IT RESOLVED, That the City Council of Bridgeport calls upon our U.S. Congressional delegation, both in the Senate and House of Representatives, to join us in:



City of Bridgeport,
Connecticut
Office of the City Clerk

Committee on Miscellaneous Matters
Item No. 20-23

1. Urging the Biden administration to immediately call for and facilitate immediate de-escalation and a permanent ceasefire to urgently end the current violence in Gaza, Israel, and the ~~Occupied~~ West Bank; and,
2. Call upon the Biden administration to promptly send and facilitate the entry of adequate and sufficient humanitarian assistance to Gaza and the ~~Occupied~~ West Bank; and,
3. Call upon the Biden administration to facilitate the immediate release of innocent Israeli hostages as well as the immediate release of ~~innocent~~ Palestinian prisoners ~~being held~~ who are unlawfully in Israeli jails; and,
4. Urge the Biden administration to facilitate the government in Israel and Palestine to come to a political two state solution that promotes justice and peace.
enduring

BE IT FURTHER RESOLVED, That upon passage of this Resolution, a copy be provided to the Bridgeport delegation to the Connecticut state legislature; the United States Congressional delegations from Connecticut; Connecticut Governor Ned Lamont; and President of the United States Joseph Biden.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

opposed due to procedural issues of Committee Charter.
Amy Marie Vizzo-Paniccia, Co-Chair
AmyMARIE

absent

Rolanda Smith

Tyler Mack

Tyler Mack

[Signature]

Aikeem G. Boyd, Co-Chair

absent

Alfredo Castillo

absent

Matthew McCarthy

Maria H. Pereira

City Council Date: January 2, 2024 (As amended From the Floor).

Item# 24-23

Approval to update the job description of the classification of Purchasing Agent pursuant to Civil Service Rule IX, Sec3.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: January 2, 2024
(From The Floor)

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

Approved by: _____
Joseph P. Garim, Mayor

Date Signed: _____

Please Note: Mayor did not sign report

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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

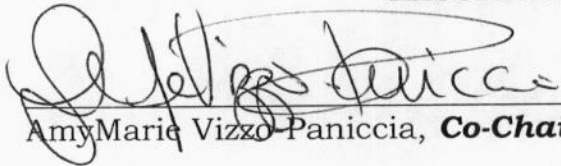
To the City Council of the City of Bridgeport:

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

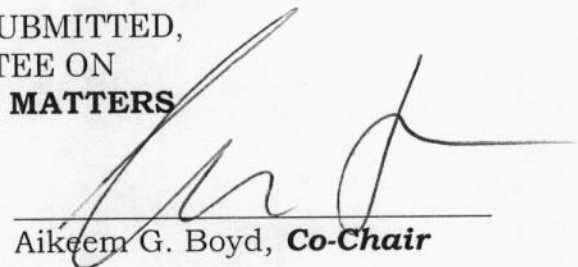
Item No. 24-23

RESOLVED, that the attached job description to update the classification and specifications for the Purchasing Agent position pursuant to Civil Service Rule IX, Section 3 be, and hereby is, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS



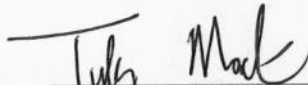
Amy Marie Vizzo Paniccia, **Co-Chair**



Aikeem G. Boyd, **Co-Chair**

Rolanda Smith

Alfredo Castillo



Tyler Mack

Matthew McCarthy

Maria H. Pereira

City Council Date: January 2, 2024 (From the Floor)

**CITY OF BRIDGEPORT
JOB DESCRIPTION**

Job Title: **Purchasing Agent**
Department: Finance
Division: Purchasing
Reports To: Director of Finance
Union: Bridgeport City Supervisor Association (BCSA)
Job Class Code: 1410

GENERAL STATEMENT OF DUTIES:

Under general administrative direction of the Finance Director, performs work of a difficult and responsible nature in directing and supervising the operation of the Purchasing division of the Finance Department, which is the City's central agency for purchasing all supplies, materials and equipment; promulgates the policies of the City Purchasing Ordinance in conjunction with the Chief Administrative Officer, City Attorney, Finance Director, and the Board of Public Purchases; and maintains and coordinates processes and systems for purchasing all goods and services used by the City. Performs related work as required.

SUPERVISION EXERCISED:

The Purchasing Agent is responsible for the supervision of all staff appropriate to and within the Purchasing Division.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The essential functions or duties described below are the primary functions and duties of the position. There may be other types of work performed, and the omission of a particular duty or function does not exclude that duty or function from the position provided the duty or function is similar in work, related to the work, or logically assigned to the position.

- Reviews and approves purchase requisitions with Purchasing Buyers and Assistant Purchasing Agent after review for quantity, supplier, product specifications, cost, funding source, etc.
- Prepares, receives, and opens sealed bids within established timeframes, and assesses the qualifications of potential vendors as part of the bid review process.
- Reviews proposed purchases to determine if the competitive bidding process should be waived to ensure the health, safety, and welfare of the City, or where competitive bids would be impractical or impossible, and ensures that Quality-Based Selection processes comply with City rules.
- Collaborates with contracting officers in the development of requests for proposals, bid specifications, public advertisements for bid solicitation, and certain other purchases that require multiple vendor quotes.
- Collaborates with contracting officers to identify potential vendors, and to identify, locate and learn about goods and services that meet the City's business needs.
- Identifies opportunities to utilize cooperative purchasing agreements to reduce costs to the city and coordinates multiple vendor bids for frequently purchased goods and services.
- Identifies ways to enhance the efficiency and effectiveness of purchasing procedures according to current industry best practices, and reviews and comments on proposed purchasing policies or rules prior to adoption by the Board of Public Purchases.
- Ensures the protection of confidential data, and that all records of purchases and related activities are retained in accordance with City of Bridgeport and State of Connecticut guidelines for the retention of public records.

- Collaborates with and coordinates meetings of the Board of Public Purchases as a subject matter expert in purchasing policies and procedures.
- Works with the City Attorney's Office regarding legal matters related to purchasing, contracts, and vendor management.
- Advises and assists departments in resolving issues with purchases, bidders, and vendors.
- Directs staff in reviewing specifications, preparing bid documents, qualifying suppliers, analyzing bid and quote responses, and selecting vendors based on best value.
- Monitors the completion of work performed by department staff to ensure adherence to timelines and schedules for the department's work.
- Provides consultation and guidance to staff regarding appropriate courses of action to resolve unusual, sensitive, or complex problems.
- Prepares a variety of documents (e.g., emails, memos, letters, statistical and narrative reports, etc.) to answer questions, obtain information, and document findings, decisions, and recommendations using word processing, email, spreadsheet, and database programs.

MINIMUM EDUCATIONAL AND EXPERIENCE REQUIREMENTS:

- Bachelor's degree in business, finance, public administration, or related field, with a minimum of five (5) years of professional experience in purchasing, of which a minimum of two (2) years shall have been at a supervisory level.
- Associate degree in a related field, with a minimum of seven (7) years of professional experience in purchasing or related finance position, of which a minimum of three (3) years shall have been at a supervisory level.
- Municipal government purchasing experience preferred.

MINIMUM KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- The principles and practices of government purchasing, including the RFP and bidding processes, public notice, funding sources, centralized versus decentralized purchasing, etc.
- Public sector vendor solicitation, including processes for Requests for Proposal, Requests for Qualifications, developing specifications and scopes of work, methods of public notice, etc.
- The factors used in selecting a vendor, including vendor's business reputation, quality of goods and services, total cost to the city over time, etc.
- The laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities, and of procurement rules related to different funding sources (e.g., state, federal, grants, etc.).
- The functions and capabilities of procurement software or procurement modules in finance related software programs.

Skill to:

- Identify the specific information needed to investigate an action, solve a problem, decide or recommend, and compile information and data from multiple sources for analysis.
- Review the work or actions of others (staff, contracting officers and their staff, vendors, proposers, etc.) to determine if they followed established procedures.

- Interpret and explain policies, procedures, rules, and laws to a variety of individuals to ensure information is relayed clearly and accurately.
- Conduct research to identify potential vendors who can provide goods and services that meet the needs of the city and various City departments.
- Assess the effectiveness of current programs, policies, or procedures to identify changes necessary to improve the efficiency or effectiveness of the department and/or City purchasing procedures.
- Prioritize and organize a large volume of projects and tasks to manage time effectively and complete work within required or desired timelines.
- Monitor the completion of work performed by department staff to ensure adherence to timelines and schedules.

Ability to:

- Learn and understand the concepts, rules, and procedures of municipal purchasing.
- Work cooperatively with others, demonstrating a commitment to achieving shared goals and objectives, including treating all others in a fair, respectful, and non-judgmental manner.
- Communicate in a clear, honest, and direct manner to ensure others understand one's ideas, opinions, recommendations, and decisions.
- Use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems, and consider the future implications and consequences of current decisions and courses of action.
- Develop innovative solutions for complex or non-routine problems by applying advanced expertise.
- Maintain composure in the face of competing or conflicting demands, interruptions, and distractions.
- Act consistently in a manner that reflects positively on the department and the City.
- Communicate clearly and effectively in writing.
- Use basic computer programs (e.g., Word, Excel, Outlook) to perform duties related to the job (i.e., create documents, send/receive email, analyze data, etc.).

DESIRED KNOWLEDGE AND SKILLS:

- Knowledge of City of Bridgeport purchasing policies and procedures as stated in Title 3 of the Bridgeport Code of Ordinances, or an equivalent level of knowledge of municipal, state, or federal purchasing policies and procedures.
- Working knowledge of Connecticut General Statutes related to municipal purchasing (Title 7).
- Knowledge of issues related to governance in a diverse urban environment.

PHYSICAL DEMANDS:

The conditions below are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential job functions.

- Essential and marginal functions may require maintaining the physical condition necessary for sitting for prolonged periods of time. Tasks may involve extended periods of time at a keyboard or workstation. Frequent downward flexion of neck, side-to-side turning of the neck, fine finger dexterity and grasp to manipulate the keyboard, telephone, writing instruments, papers, books, manuals, and reports.
- Ability to see and read objects closely, as in typing from another document, reading/proofreading a report, using a computer monitor, filing and/or retrieving information from a filing system and verifying the accuracy of financial information.
- Additional hours and attending meetings outside regular work hours may be required.

This job description is not, nor is it intended to be, a complete statement of all duties, functions, responsibilities, and qualifications which comprise this position. The above is intended to be a fair representation of the "typical" demands of the position.

Please Note: Mayor did not sign report

Item# **06-23**

Grant Submission: re: United States Conference of
Mayors - 2024 Childhood Obesity
Prevention/Environmental Health and Sustainability
Awards (#24305).

**Report
of
Committee
On**

CEA and Environment

City Council Meeting Date: January 2, 2024
(From The Floor)

Attest: *Lydia N. Martinez*

Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

RECEIVED
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2024 JAN 17 PM 2:31

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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. 06-23

**A Resolution by the Bridgeport City Council
Regarding the
United States Conference of Mayors
2024 Childhood Obesity Prevention/Environmental Health
and Sustainability Awards
(#24305)**

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

WHEREAS, this funding has been made possible through the **2024 Childhood Obesity Prevention/Environmental Health and Sustainability Awards**; and

WHEREAS, this funding will be utilized to make infrastructure improvements at existing community gardens, provide high-quality programming regarding gardening and healthy cooking/eating, and sustain the City-run East Side Farmer's Market and Bridgeport Bucks voucher program; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **2024 Childhood Obesity Prevention/Environmental Health and Sustainability Awards** to fund these important efforts.

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

1. That it is cognizant of the City's grant application to and contract with the **United States Conference of Mayors** for the purpose of the **2024 Childhood Obesity Prevention/Environmental Health and Sustainability Awards**.
2. That it hereby authorizes, directs, and empowers the Mayor or his designee to accept any funds that result from the City's application to the **United States Conference of Mayors** and to provide such additional information and 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 Economic and Community Development and Environment

Item No. 06-23

-2-

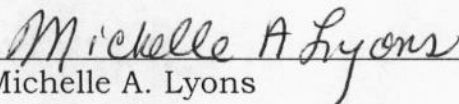
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT

Maria I. Valle, **Co-Chair**



Mary A. McBride-Lee, **Co-Chair**

Scott Burns



Michelle A. Lyons



Jorge Cruz, Sr.



Jazmarie Melendez



Eneida L. Martinez

City Council Date: January 2, 2024 (**From The Floor**)



GRANT SUMMARY

PROJECT TITLE: United States Conference of Mayors – 2024 Childhood Obesity Prevention/Environmental Health and Sustainability Awards (#24305)

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

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

PROJECT SUMMARY/DESCRIPTION: The USCM Childhood Obesity Prevention/Environmental Health and Sustainability Awards supports programs that aim to improve the health and wellness of the nation’s children, families, neighborhoods, and cities. If awarded, the City of Bridgeport will make infrastructure improvements at existing community gardens, provide high-quality programming regarding gardening and healthy cooking/eating, and sustain the City-run East Side Farmer’s Market and Bridgeport Bucks voucher program.

CONTRACT PERIOD: 1 year (1/1/24 – 12/31/24)

Federal:	\$
State:	\$
City:	\$
Other:	\$ 175,000

GRANT FUNDED -	
Salaries/Benefits:	\$ 0
Construction:	\$70,000 (Community garden infrastructure)
Equipment and Supplies	\$ 15,000 (Farmer’s Market tent, seeds and seedlings for gardeners)
Contractual:	\$ 75,000 (Program Coordinator and Instructors)
Other:	\$ 15,000 (Farmer’s Market Vouchers)

MATCH REQUIRED – None		
	CASH	IN-KIND
Source:	\$ 0	\$0

Item # 12-23

Grant Submission: State of Connecticut Department of Public Health - Sexually Transmitted Diseases Control Program & Tuberculosis Control Program (#24232 & #24233).

**Report
of
Committee
On**

CEA and Environment

City Council Meeting Date: January 2, 2024
(From The Floor)

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 Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. 12-23

**A Resolution by the Bridgeport City Council
Regarding the
State of Connecticut Department of Public Health Sexually Transmitted Diseases
Control Program & Tuberculosis Control Program (#24232 & #24233)**

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

WHEREAS, this funding has been made possible through the **State of Connecticut Department of Public Health Sexually Transmitted Diseases Control Program & Tuberculosis Control Program**; and

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

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Public Health** to support the monitoring of health status to identify and solve community health problems and inform, educate and empower persons in the community.

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Public Health** for the purpose of the **Sexually Transmitted Diseases Control Program & Tuberculosis Control Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, to accept any funds that result from the City's application to the **State of Connecticut Department of Public Health Sexually Transmitted Diseases Control Program & Tuberculosis Control 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

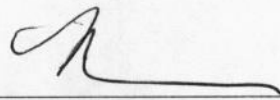
Report of Committee on Economic and Community Development and Environment

Item No. 12-23

-2-

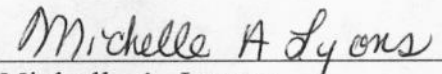
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT

Maria I. Valle, **Co-Chair**

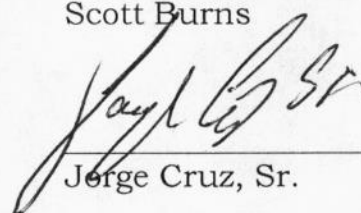


Mary A. McBride-Lee, **Co-Chair**

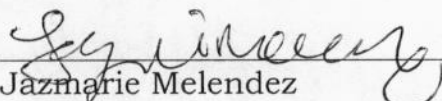
Scott Burns



Michelle A. Lyons



Jorge Cruz, Sr.



Jazmarie Melendez



Eneida L. Martinez

City Council Date: January 2, 2024 (**From The Floor**)



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Public Health Sexually Transmitted Diseases Control Program & Tuberculosis Control Program (#24232 & #24233)

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 made available through the state to reduce the incidence of Sexually Transmitted Diseases and Tuberculosis in Connecticut. The purpose of this funding is to provide services that are intended to reduce incidences through the use of prevention, screening, and treatment services.

CONTRACT PERIOD: 10/01/2023 – 6/30/2024

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 76,435 (\$30,601 STD) (\$45,834 TB)
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Contractual:	\$ 64,000.00 (DOCs Medical Group)
Transportation:	\$ 2,000.00 (HIV/STD/TB-related seminars to learn about up-to-date information and best practices)
Training:	\$ 3,000.00 (Education and skills development in STD/TB management)
Supplies:	\$ 3,955.89 (General office supplies)
Marketing/Printing	\$ 3,479.11 (Radio, and flyers to promote the STD/TB services and provide education)

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		
Salaries/Benefits:		