

AGENDA

CITY COUNCIL MEETING

MONDAY, MARCH 18, 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: February 20, 2024

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 51-23** Communication from Mayor re: Appointment of Rosa Franco (D) to the Board of Parks Commission, referred to Miscellaneous Matters Committee.
- 52-23** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Emergency Services and Public Protection – Emergency Management Performance Grant (FY23-27), referred to Public Safety and Transportation Committee.
- 53-23** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Emilia Charles v. City of Bridgeport – Docket No. FBT-CV-21-6110594-S, referred to Miscellaneous Matters Committee.
- 56-23** Communication from Information Technology Services re: Proposed Professional Services Agreement with Berry, Dunn, McNeil & Parker, LLC to perform a Permitting Process Study for City Departments, referred to Contracts Committee.
- 58-23** Communication from Civil Service re: Proposed Approval to Establish the New Job Description of the Classification and Specifications for the Senior Paralegal Position pursuant to Municipal Charter Chapter 17, Section 206(d), referred to Miscellaneous Matters Committee.
- 59-23** Communication from Civil Service re: Proposed Approval to update the Job Description of the Classification of Deputy Fire Chief Administration and Operations pursuant to Civil Service Rule IX, Sec. 3, referred to Miscellaneous Matters Committee.
- 60-23** Communication from Civil Service re: Proposed Approval to Establish the New Job Description of the Classification and Specifications for the Deputy Fire Chief Executive Officer Position pursuant to Municipal Charter Chapter 17, Section 206(d), referred to Miscellaneous Matters Committee.

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

- 54-23** Resolution presented by Council Member Mack re: Proposed Amendment to the Municipal Code of Ordinances, amend to Add New Chapter 2.127 – Civic Engagement Commission, referred to Ordinance Committee.
- 55-23** Resolution presented by Council Member Mack re: Proposed Amendment to the Municipal Code of Ordinances, Chapter 12.28 – Park Use Regulations, amend Section 12.28.040 – Parking Restricted within Public Parks, referred to Ordinance Committee.
- 57-23** Resolution presented by Council Member Mack re: Proposed Resolution concerning Succession Planning for Critical Departments, referred to Miscellaneous Matters Committee.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MARCH 18, 2024 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME	SUBJECT
1.) Lisa Becker Jewish Federation of Greater Fairfield County 4200 Park Avenue Bridgeport, CT 06604	Resolution 20-23.
2.) Bob Scinto Jewish Federation of Greater Fairfield County 4200 Park Avenue Bridgeport, CT 06604	Downtown Cabaret Support.
3.) Muhsen Youssef 125 Kossuth Street Bridgeport, CT 06608	Ceasefire Resolution.
4.) Mohamed Hamada 665 Boston Avenue Bridgeport, CT 06604	Ceasefire Resolution.
5.) Mohamed Ali 2370 North Avenue Bridgeport, CT 06604	History of Palestine.
6.) Sarah Ibrahim 88 Harbor Avenue Bridgeport, CT 06605	Ceasefire Resolution.
7.) Pastor Anthony Bennett Mount Aery Baptist Church 45 East Eaton Street Bridgeport, CT 06604	Ceasefire Resolution.
8.) Tarek Etman 120 Huntington Turnpike Bridgeport, CT 06610	Ceasefire Resolution.
9.) Khaled Elleithy BICC 703 State Street Bridgeport, CT 06604	Ceasefire.
10.) John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Finances & Governance.

**CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
MONDAY, MARCH 18, 2024
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT 06604**

CALL TO ORDER

City Council President, Aidee Nieves called the Public Speaking session of the City Council to order at 6:31 p.m.

ROLL CALL

The City Clerk, Lydia Martinez called the roll.

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

A quorum was present.

President Nieves welcomed everyone to the public speaking session then asked everyone to be mindful of the three minute rule for those looking to speak to the council and for those in the audience to respect the speakers. She also welcomed the Youth Ambassadors who were in attendance.

THE FOLLOWING NAMED PERSONS HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MARCH 18, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

There were a total of ten speakers, ten were registered to speak and due to two speakers being absent, two speakers were asked to speak from the sign-up sheet.

RECEIVED
CITY CLERKS OFFICE
24 MAR 25 AM 9:48
ATTEST
CITY CLERK

NAME

SUBJECT

Lisa Becker
Jewish Federation of Greater Fairfield County
4200 Park Avenue
Bridgeport, CT 06604

Resolution 20-23.

Ms. Becker greeted the council and shared that she only wants peace for everyone. She thanked the Miscellaneous matters for reconsidering resolution 20-23 as many cities are looking to Bridgeport for leadership on the issue. She believed this resolution didn't consider any Jewish community and it only created a bigger divide within the city.

Bob Scinto
Jewish Federation of Greater Fairfield County
4200 Park Avenue
Bridgeport, CT 06604

Downtown Cabaret Support.

Mr. Scinto was not in attendance to speak at the public speaking session.

Muhsen Youssef
125 Kossuth Street
Bridgeport, CT 06608

Ceasefire Resolution.

Mr. Yourself was not in attendance to speak at the public speaking session.

Mohamed Hamada
665 Boston Avenue
Bridgeport, CT 06604

Ceasefire Resolution

Mr. Hamada greeted the council and stated resolution 46-23 that was passed on January 2nd was an insult to the council as they are the voice of the city and this act shows how the council dismisses their constituents. He shared there has been a lot of lies and Zionist propaganda being shared during these meetings, even in the resolution. He stated President Nieves nor council member Burns would not allow any antisemitic behaviors in the chamber. Mr. Hamada asked council member Burns to reconsider his stance on the resolution and be an ally towards peace and ending the war.

Mohamed Ali
2370 North Avenue
Bridgeport, CT 06604

History of Palestine.

Mr. Ali greeted the council and stated Muslims and Israelis have been living alongside each other for many years. They have both went through torture and deaths, and much more. Resolution 20-23 is a ceasefire to end the war and protect both communities.

Sarah Ibrahim
88 Harbor Avenue
Bridgeport, CT 06605

Ceasefire Resolution.

Ms. Ibrahim stated she is a 15 year old proud Palestinian Bridgeport resident looking to shed light on people losing their basic human rights in the Middle East. With this occupation and genocide there are people eating grass due to no access of real food. A ceasefire is needed to protect, rebuild, and allow for a real conversation to be had.

Pastor Anthony Bennett
Mount Aery Baptist Church
45 East Eaton Street
Bridgeport, CT 06604

Ceasefire Resolution.

Mr. Bennett greeted the council and stated at previous meetings he has seen signs and heard people share ignorant and condescending opinions regarding the city making a stance on international affairs when Bridgeport is an international city. The council has a moral obligation to pass the ceasefire resolution to show to their constituents that they are being acknowledged. As an African American he stands for human rights and peace. He is ashamed to have heard of many financial contributions to the city that has only bought silence. He ended his statement by sharing that the resolutions did not create a divide but only revealed them.

Tarek Etman
120 Huntington Turnpike
Bridgeport, CT 06610

Ceasefire Resolution.

Mr. Etman greeted the council and shared that the issues within the Middle East have been going on for decades. Many lives have been lost including innocent children during these war times. He believes these issues are forever lasting due to land and identity. For over 70 years Palestinians have been living under the occupation under the Israeli state and Gaza is treated like an open air prison with their ports and airports being destroyed since 2014.

Khaled Elleithy
BICC
703 State Street
Bridgeport, CT 06604

Ceasefire.

Mr. Elleithy greeted the council and shared that the members of the Bridgeport Islamic Community Center are proud of the city council in regards to passing the ceasefire resolution and having other cities in Connecticut look to them as trailblazers. On the other hand, he is ashamed that people on many platforms have not read the resolution and broadcast it is to destroy the Israeli government when in fact it is to create peace, stop killing lives, and protect humanity. He asked for the council to continue to advocate for justice and peace.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Finances & Governance.

Mr. Marshall Lee greeted the council and acknowledged the elections for Mayor have been finalized and commented the process is not righteous or just with reports of over millions of dollars being collected while under 10,000 votes were collected. Mr. Lee went on to say he appreciates the recent engagements at the public speaking sessions but the council isn't engaging or discussing anything being said. He suggested a better communicative speaking forum between the constituents and city council so everyone can understand and learn and be more innovative with proposals.

Aziz Seyal
BICC
703 State Street
Bridgeport, CT 06604

Ceasefire resolution.

Mr. Seyal greeted the council and saluted the council members who were staying firm on defending the resolution. He doesn't understand why anyone would not support the resolution as it is a call for peace and ceasefire. Someone has wrongfully spoken to the press as a scare tactic to stop Jewish investors from working or donating to Bridgeport businesses. As an investor of Bridgeport himself he sees the changes firsthand, even the real estate industry is changing.

Mohammed Shaham
866 Beechmont Avenue
Bridgeport, CT 06606

Ceasefire resolution.

Mr. Shaham greeted the council and began to share that the community will not give up and keep advocating for the ceasefire until all the innocent lives are returned, human rights are returned, and the killings stop. He asked for a moment of silence for the American soldier who committed suicide to advocate for the ceasefire.

ADJOURNMENT

Council President Nieves closed the public session at 7:09 p.m.

Respectfully submitted,

Vianca Rivera,
Telesco Secretarial Services.

City of Bridgeport
City Council
Regular Meeting
March 18, 2024

CITY OF BRIDGEPORT

CITY COUNCIL MEETING

MONDAY, MARCH 18, 2024

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

CALL TO ORDER

President Aidee Nieves called the meeting to order at 7:15 p.m.

PRAYER

President Aidee Nieves asked Council Member McBride-Lee to lead them into prayer.

PLEDGE OF ALLEGIANCE

President Aidee Nieves asked Council Member Boyd to lead them in the pledge of allegiance.

ROLL CALL

City Clerk Martinez called the roll.

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

A quorum was present.

Council President Nieves stated Council Member McCarthy was not in attendance due to prior work engagement and Council Member AmyMarie Vizzo-Paniccia is still sick so she will not be in attendance.

Council President Nieves wanted to acknowledge all the women who were elected and serving on the City Council during the month of March, Women's Month. She also acknowledged the youth ambassadors who are volunteering to learn more about what is going on in the City of Bridgeport.

MINUTES FOR APPROVAL

- Approval of City Council Minutes: February 20, 2024

****COUNCIL MEMBER HERRON MOTIONED TO APPROVE THE MINUTES OF FEBRUARY 20,2024**

****COUNCIL MEMBER LYONS SECONDED THE MOTION.**

****THE MOTION PASSED UNANIMOUSLY.**

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57-23 Resolution presented by Council Member Mack re: Proposed Resolution concerning Succession Planning for Critical Departments, referred to Miscellaneous Matters Committee.

****COUNCIL MEMBER MARTINEZ MOTIONED FOR ALL COMMUNICATIONS, PETITIONS, AND RESOLUTIONS TO ALL BE REFERRED TO COMMITTEES.**

****COUNCIL MEMBER CASTILLO SECONDED THE MOTION.**

****THE MOTION PASSED UNANIMOUSLY.**

MOMENT OF SILENCE

Council member Newton asked for a moment of silence for the young lady who passed away in a car accident at the intersection of Connecticut and Seaview Avenue.

ADJOURNMENT

****COUNCILMEMBER MARTINEZ MOTIONED TO ADJOURN.**

****SECONDED BY COUNCIL PRO TEMPORE NEWTON.**

****MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 7:22 pm.

Respectfully submitted by,

Vianca Rivera,
Telesco Secretarial Services.




OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

JOSEPH P. GANIM
Mayor

Comm. #51-23 Ref'd to Miscellaneous Matters Committee on 3/18/2024.

TO: Lydia N. Martinez
FROM: Mayor Joseph P. Ganim 
DATE: March 7, 2024
RE: Boards & Commissions

Please place the following name on the March 18, 2024 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Parks Board**:

Rosa Franco (D)
184 Funston Avenue
Bridgeport, CT 06606

This term shall expire on 12/31/2028.

JPG/AT



City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM
Mayor
March 13, 2024

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

RE: Resolution – State of Connecticut Department of Emergency Services and Public Protection- Emergency Management Performance Grant (FY23-27)

Dear Ms. Martinez,

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

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

Thank you,

Angelica Ojeda
Central Grants Office

RECEIVED
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24 MAR 13 AM 1:02
ATTEST
CITY CLERK _____



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Emergency Services and Public Protection- Emergency Management Performance Grant (FY23-27)

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Angelica Ojeda

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport is seeking funding available through a formula grant for reimbursement of Emergency Management services. Funds will be utilized to cover a portion of the salary and fringe of the Director of Emergency Management and the Special Projects Coordinator. This resolution is being requested to cover a 5-year period due to the purpose and allocation remaining the same from year to year.

CONTRACT PERIOD: FY23-27

FUNDING SOURCES (include matching funds):	
Federal:	\$79,419.45 (FY23) subsequent fiscal year allocations will be based on population
State:	\$ 0
City:	\$ 72,199.50
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 144,399.00
Supplies:	\$ 0
Construction:	\$ 0
Other:	\$ 7,219.95 (PPE)

MATCH REQUIRED		
	CASH	IN-KIND
Source: EOC		
Salaries/Benefits:	\$ 0	\$ 72,199.50
Supplies:	\$ 0	\$ 0
Construction:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

**Regarding the
State of Connecticut Department of Emergency Services and Public Protection
Emergency Management Performance Grant (FY23-27)**

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

WHEREAS, this funding has been made possible through the Emergency Management Performance Grant (EMPG); and

WHEREAS, funds under this grant require participating jurisdictions to demonstrate a commitment to building and improving the ability to respond to all hazard emergencies and coordinating a multiagency response; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the State of Connecticut Department of Emergency Services and Public Protection for the purpose of committing to building and improving the ability to respond to all hazard emergencies and coordinating a multi-agency emergency response;

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 State of Connecticut Department of Emergency Services and Public Protection for the purpose of its Emergency Management Performance Grant; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to State of Connecticut Department of Emergency Services and Public Protection and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

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

CITY ATTORNEY
Tyisha S. Toms

999 Broad Street

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

Bridgeport, CT 06604-4328

ASSOCIATE CITY ATTORNEYS

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



RECEIVED
CITY CLERKS OFFICE
24 MAR 13 AM 11:42
ATTEST
CITY CLERK

March 13, 2024

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 Emilia Charles v. City of Bridgeport, Docket No. FBT-CV-21-6110594-S

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 / Milano & Wanat, LLC
- c. **Contact Person:** Bruce L. Levin (contact info above) & John C. Mayano, Esq., Milano & Wanat, LLC, 471 East Main Street, Branford, CT 06405, (203) 315-7212, jmayano@mwllc.us
- d. **Approval Deadline:** Thirty (30) days from release to avoid statutory interest charges.
- e. **Case Summary:** The complaint alleges that on May 13, 2020, the plaintiff, age 67 at the time of the incident, tripped on an uneven joint in a cement public sidewalk in front of 1482 East Main Street in Bridgeport CT, falling forward and fracturing both bones in her left elbow (requiring surgical repair), tearing ligaments in the elbow, dislocating the elbow, and dislocating

the left ligaments in the left mandibular condyle (upper jaw), and bruising her left face. The left ulna was fractured, dislocated, and a bone fragment displaced. The left radius required replacement of the radial head and fixation of the coronoid and left lateral collateral ligament. The injuries required emergency surgeries under general anesthesia leaving a scar of about 7 inches long on the left forearm. Plaintiff's medical specials totaled \$87,983.41. She has been assigned a permanent partial impairment rating to the left upper extremity of 10%, which was determined to be causally related to this incident, by David Tung, MD on October 20, 2020.

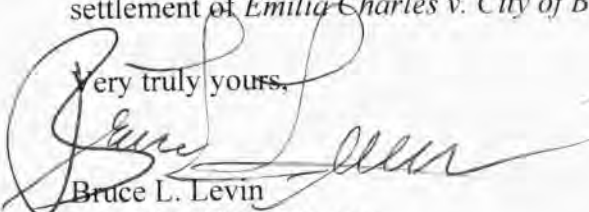
f. Council Action Requested: Approval of request for settlement at post-mediation settlement figure of \$125,000.00.

g. Financial Impact Analysis: Total cost to the City will be \$125,000.00, to be paid to Alexa Billings, Esq. of Ganim Legal, PC, 2370 Park Avenue, Bridgeport, CT 06604 in her capacity as Trustee for Emilia Charles.

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 \$125,000.00 in full and final settlement of *Emilia Charles v. City of Bridgeport, Docket No. FBT-CV-21-6110594-S*.

Very truly yours,


Bruce L. Levin
Associate City Attorney

cc: Lydia Martinez, City Clerk
Tyisha S. Toms, City Attorney
Amanda L. Keppler, Paralegal



City of Bridgeport
INFORMATION TECHNOLOGY SERVICES


City Hall
45 Lyon Terrace, Bridgeport, Connecticut 06604

COMM. 56-23 Ref'd to Contracts Committee on 03/18/2024.

Joseph P. Ganim
Mayor

Curtis J. Denton
Director

TO: City Council

FROM: Curtis Denton
ITS Director 

DATE: March 13th, 2024

RE: Referral to Contracts Committee
Contract with BerryDunn, Permitting Process Study

For your consideration, the attached resolution and contract would authorize the city to perform a Permitting Process study with Berry, Dunn, McNeil & Parker, LLC (BerryDunn). We would ask that these items be referred to the Contracts Committee for its next meeting on April 9th, 2024.

This project is an independent and comprehensive analysis of the permitting process. The departments involved in the process include the Building Department, Zoning Department, Engineering Department, Fire Marshal's Office, License & Permitting Division, Housing Code Division, Environmental Health Division, Anti-Blight Division, and Parks Department. The scope of this project is a final report that includes a summary of the analysis undertaken, relevant data, and specific recommendations regarding operational procedures, policy, management, and resources to include, staffing, technology, and facilities enhancements for the city to consider and implement to improve the process.

BerryDunn is the chosen vendor for this project and has demonstrated their extensive experience in performing comprehensive analysis in the permitting process and the success of the recommendations being implemented to improve the process.

RECEIVED
CITY CLERKS OFFICE
24 MAR 13 AM 2:02
ATTEST
CITY CLERK _____

RESOLUTION

WHEREAS, the City published a request seeking an independent comprehensive analysis of the city permitting process; and

WHEREAS, the scope of the project is a final report that includes a summary of the analysis undertaken relevant data and specific recommendations regarding operational procedures, policy, management, and resources.

WHEREAS, to include, staffing, technology, and facilities enhancements for the city to consider and implement to improve the overall permitting process.

WHEREAS, Berry, Dunn, McNeil & Parker, LLC responded to the solicitation and was deemed the most responsive and qualified applicant; and

WHEREAS, the City Attorney has drafted and reviewed the Professional Services Agreement (Agreement);

WHEREAS, the Agreement establishes a project budget of \$84,620, with a completion of a maximum of six (6) months from the execution of contract;

NOW, THEREFORE, BE IT RESOLVED, that the Bridgeport City Council approves the attached Agreement between the Consultant and Information Technology Services (ITS);

BE IT FURTHER RESOLVED that the City is hereby authorized and empowered to enter into the Agreement attached hereto and made a part hereof; and in furtherance thereof the Mayor, or his designees, the Director of ITS, are expressly authorized and empowered to execute the Agreement, and such other documentation as reasonably necessary to facilitate the project.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the ___ day of _____, 2024 (the "Agreement") is hereby entered into between **Berry, Dunn, McNeil & Parker, LLC** a limited liability company organized under the laws of the State of Maine, with offices at 2211 Congress Street Portland, Maine 04102-1995 (the "**Consultant**") and **the City of Bridgeport**, with offices at 999 Broad Street, Bridgeport, Connecticut 06604 (the "**City**").

WHEREAS, the City published a request for Proposals #COX02923A on or about September 14, 2022 seeking a comprehensive analysis of the City's permitting process, which is attached hereto as Exhibit A and its terms incorporated herein ("**RFP**"); and

WHEREAS, the Consultant submitted its proposal dated October 12, 2022 ("**Proposal**"), which is attached hereto as Exhibit B and its terms incorporated herein incorporated by reference; and

WHEREAS, the Board of Public Purchases reviewed the solicitation and selection process at their meeting on November 9, 2022 and approved said process; and

WHEREAS, the City selected the Consultant based upon its qualifications and Proposal and the statements and representations made therein;

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

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

The above recitals are incorporated by reference into the body of this Agreement with full legal force and effect.

1. General Undertaking; Party Representatives.

(a) The parties are entering into this Agreement for the purposing of engaging the Consultant to perform a comprehensive analysis of the City-wide permitting process with recommendations for improvement accompanied by cost projections (the "**Services**"). The Consultant's specific activities shall consist of those set forth in Exhibits A and B.

(b) The Consultant's representative ("**Consultant Representative**") at the inception of this Agreement is Kevin Price and the City's representative ("**City Representative**") is Curtis Denton. Any subsequent changes shall be made in writing to the other party. These party representatives will coordinate and cooperate in connection with the performance of the Consultant's Services hereunder, necessary access to City property, and the like. The City Representative shall have no power or authority to make any material changes to this Agreement including but not limited to material changes to the term, scope, price, payment or other provisions thereof.

2. Term of Engagement; Schedule.

(a) Term. This Agreement shall commence on such date that is set forth in a notice to proceed ("**Notice to Proceed**") and shall continue in full force and effect for a term of three (3) months, or until the Services are completed according to this Agreement, 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 earlier termination of the Term for Services that have been completed in accordance with the terms of this Agreement and which the City has accepted in due course. Notwithstanding the Term as set forth herein, City in its sole discretion may extend the term for up to one additional three (3) month period for a total maximum Term of six (6) months. Consultant agrees that TIME IS OF THE ESSENCE for all Services performed under this Agreement.

(b) Schedule. The parties agree that the Services to be provided under this Agreement shall be completed no later than three (3) months from the date set forth in the Notice to Proceed ("**Completion Date**"), unless extended by the City in accordance with subsection (a), above. The Schedule shall be in accordance with that set forth in Consultant's Proposal (approximately pages 9-12), titled Project Work Plan. TIME IS OF THE ESSENCE.

3. Compensation; Record of Activities. The amount of record keeping shall depend upon the basis for compensation ("**Compensation**"), which may be, for example, a time-and-materials basis, lump sum, lump sum with a not-to-exceed, cost-plus, etc. When the basis for Compensation is time and materials, the Consultant shall maintain contemporaneous records of the Services performed, maintained according to hours spent by each employee on the tasks performed, containing sufficient detail as requested by the City, which records shall be submitted with the Consultant's invoices, or unless otherwise directed by the City. The parties understand that the Consultant will receive Compensation for its Services in four equal installments: twenty five percent (25%) of the total Compensation shall be paid to Consultant upon its commencement of work on Phase 1 of the Schedule; twenty five percent (25%) of the total Compensation shall be paid to Consultant upon its completion of work on Phase 1 of the Schedule and City's certification of completion; twenty five percent (25%) of the

total Compensation shall be paid to Consultant upon its commencement of work on Phase 2 of the Schedule; and twenty five percent (25%) of the total Compensation shall be paid to Consultant upon its completion of work on Phase 2 of the Schedule and City's certification of completion. The maximum not-to-exceed amount of the Compensation is Eighty-Four Thousand Six Hundred Twenty Dollars and 00/00 (\$84,620.00), in accordance with its Cost Proposal attached hereto as part of Exhibit B. Unless otherwise stated, the work Schedule shall be considered a material part of this Agreement.

4. Source of Funds; Payment.

(a) Source of Funds. The City's General Fund is the source of funding for this Agreement.

(b) Payment. The Consultant shall submit complete invoices with all backup documentation as required by this Agreement, to the City on a monthly basis for the prior month's Services rendered and any permitted reimbursable expenses, which invoices the City shall pay within forty-five (45) days of receipt. The City shall pay all undisputed portions of such invoices until the disputed portion is resolved.

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

6. Proprietary Rights. The City does not anticipate that the Consultant will develop or deliver to the City anything other than the Services and certain written reports or recommendations. With regard to the Services performed, the City shall own all right, title and interest in such 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. Alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects. Notwithstanding anything contained in the foregoing to the contrary, the Consultant acknowledges that in the performance of its Services, it possesses all rights, proprietary and otherwise, utilized in rendering such Services and represents and warrants that it

has a license to use the proprietary or other rights owned by a third party, which license shall be provided to the City on written request.

7. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential or as a draft ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the party, (ii) information already 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, (iv) information required to be disclosed under the Connecticut Freedom of Information Act, or (v) information required to be disclosed under court order.

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

8. Non-Circumvention. The Consultant shall not hire or employ a City employee involved in this Agreement as an employee of the Consultant until one (1) year following the expiration of the Term of this Agreement and such Consultant shall ensure that such former City employee shall be obligated to observe the requirements for non-disclosure of Confidential Information contained herein.

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, has in its employ or will hire qualified and trained personnel to perform the Services required, and agrees to perform a substantial portion of the Services as required by City ordinance.

(b) The Consultant represents that it can commence the Services promptly as set forth herein and shall complete the Services in a timely manner according to the Schedule 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 shall not subcontract any of its Services to third parties without prior written notice to the City and receipt of the City's prior written consent and shall ensure that any such subcontractor provides evidence of insurance as required of the Consultant herein prior to the subcontractor rendering any of its services.

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees, agents 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 that reflects on the Consultant's business integrity or honesty that resulted or may result in the imposition of a monetary fine in excess of \$10,000, injunction, criminal conviction or other penal sanction longer than one (1) year, 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 pursuant to the Standard of Care applicable to such Services within the State of Connecticut and shall 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.

These representations and warranties shall survive the Term of this Agreement.

11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available at law or in equity.

(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 PROVISIONS REGARDING PROPRIETARY RIGHTS, CONFIDENTIAL INFORMATION OR NON-CIRCUMVENTION, 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 (a) on the date delivered in person by hand, (b) by overnight mail or delivery service or (c) 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:

Curtis Denton
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

with a copy to:

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

If to the Consultant:

At the address specified above.

13. Termination For Default; Termination For Convenience.

(a) Termination For Fault. 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 upon the giving of thirty (30) days prior written notice if the other party breaches any material provision hereof and fails after receipt of written notice of default to correct or cure such default unless the defaulting party details in writing to the other within such 30-day period the reasons why such default cannot be so corrected or cured within that time, whereupon the non-defaulting 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 to completion in a manner reasonably acceptable to the non-defaulting party in the exercise of its commercial business judgment, reasonably exercised. 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 such party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations regarding Confidential Information, Injunctive Relief, Non-Circumvention or Representations and Warranties.

(b) Termination For Convenience. The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination, which shall not affect the City's obligations for the payment of Compensation for Services rendered in compliance with this Agreement in the ordinary course through the date of termination.

14. Resolution of Disputes and Choice of Law.

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

15. Independent Consultant Status. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE SERVICES, 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 under applicable law, agrees to comply with the security requirements imposed by the United States Government or any state or local 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 State or local 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 performed in connection with Services rendered under this Agreement and alleging bodily injury, personal injury, property damage to the extent the Consultant is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the

Consultant and the City. The Consultant shall not be responsible for indemnifying the City for the City's own negligence.

(b) Insurance Requirements: (1) The following insurance coverage is required of the Consultant and it is understood that the Consultant shall require similar coverage from every subcontractor or subconsultant in any tier according to the work or Services being performed and shall ensure that the City is named as additional insured with notice of cancellation **by policy endorsement** 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 or rating otherwise 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/\$2,000,000 aggregate and \$500,000 property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will 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.

Professional Liability/Errors & Omissions with limitations of a minimum of \$1,000,000 per occurrence.

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

Cancellation notice—The City shall be entitled to receive from the insurance carriers **by policy endorsement** not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage

to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall Annex, 999 Broad Street, Bridgeport, Connecticut 06604.

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

Additional Insured—The Consultant and its permitted subcontractors shall arrange with their respective insurance agents or brokers to name the City, its elected and appointed officials, officers, department heads, employees and agents on all policies of primary and excess commercial general liability and automobile liability 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 during the Term of this Agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance. Such certificates shall designate the City in the following form and manner:

“The City of Bridgeport, its elected and appointed 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 or 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 (now C.G.S. 4-60a) 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 other Executive Orders that may apply from time to time 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 to the City shall be made orally or in writing to Curtis Denton or his/her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

(k) Authority. The person executing this Agreement on behalf of the Consultant is duly-authorized to do so. The person executing this Agreement on behalf of the City is duly-authorized to do so.

(l) Electronic Signatures. This Agreement, and any related documents entered into in connection with this Agreement may be signed electronically by facsimile, email, or other electronic medium and will be treated in all respects as having the same force and effect as original signatures.

(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: _____
Name:
Title:

CONSULTANT

By: _____
Name: Kevin Price
Title:
duly-authorized

Exhibit A
RFP

Exhibit B
Contractor's Proposal with Cost Proposal

REQUEST FOR QUALIFICATIONS
with **SEALED PRICE PROPOSAL**

COX02923A

BUILDING PERMITTING PROCESS ANALYSIS



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

2PM, WEDNESDAY, OCTOBER 12, 2022

COX02923A

Building Permitting Process Analysis for the City of Bridgeport CT

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Sealed submissions for a comprehensive review of the **Building Permitting Process for the City of Bridgeport** will be received by the **Department of Public Purchases, 999 Broad Street, 2nd Floor, Bridgeport, CT 06604** until **2:00 p.m. on Wednesday, October 12, 2022**

The City of Bridgeport is seeking proposals from qualified firms to provide an independent process analysis and review of the City's current overall building permitting process. Each qualified respondent is to provide a submission along with a SEALED price proposal in conformity with the terms of this Request for Qualifications with Sealed Price Proposal, herein referred to as *RFQ/P* by the deadline of 2pm, Wednesday, October 12, 2022. The respondent selected by the City, pursuant to the terms of this RFQ/P & the City's contracting procedures, is referred to herein as the *Contractor*.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

All Contractors located or owning property in the City of Bridgeport shall assure that all real and personal property taxes are paid.

It is hereby understood, agreed, and acknowledged that upon award of the successful respondent, the undersigned shall be bound and obligated to perform for the City of Bridgeport in accordance with the Terms, Obligations, Conditions, and Specifications as set forth in this RFQ/P. Any changes, revisions or alterations of the Terms, Conditions, and Requirements herein shall deem this document to be null and void.

The successful awardee will enter into a professional services agreement approved by the Office of the City Attorney.

RFQ/P SPECIFICATIONS

INTRODUCTION

The City of Bridgeport (City) is seeking a qualified firm to provide an independent process analysis and review of the City's current building permit process. Departments involved in the process include Building Department, Zoning Department, Engineering Department, Fire Marshall, License & Permitting Division, Housing Code Division, Environmental Health Division, Anti-Blight Division, and Parks Department.

GENERAL PROJECT OVERVIEW

The City of Bridgeport strives to provide a very high level of service and ease of process for its citizens, businesses, and development communities.

The City has identified the need for a comprehensive permitting process analysis with an intentional goal to improve development services efficiency and enhance the internal and external customer experience. The city is seeking a qualified consulting firm to provide an independent analysis relative to the city's current permitting process.

The process of mapping and analysis desired is multidisciplinary and will require coordination across several departments and functions within the City. The City is open to discussion with the successful respondent about the order and sequence of the specific processes for process mapping, analysis, and recommendations for improvement, including easing the process of some homeowner applications i.e., fence permit.

The City desires a review, including but not limited to, current organization, management, policies, and processes as they relate to the components of development proposals, intra departmental consultation, plan review, permitting, inspection and code enforcement, which is required for all public and private development related projects.

The successful respondent will conduct an operational analysis of and provide recommendations for improvements in efficiency and customer service among numerous processes and areas of service within the permitting process.

The City ultimately expects a final report that includes a summary of the analysis undertaken, relevant data and specific recommendations regarding operational procedures, policy, management, and resources to include, staffing, technology resources, and facilities enhancements for the City to consider and potentially implement.

GENERAL OVERVIEW OF THE CITY

The City of Bridgeport is in Fairfield County and is approximately 60 miles east of New York City on the northern shore of Long Island Sound. With a 2020 US Census population of 145,014 residents Bridgeport is the largest city in the State of Connecticut. The City is part of the New York combined statistical area and is the fifth largest city in New England.

Bridgeport has a Mayor-Council form of government. There are 20 council members: two council members from each of the ten districts.

The City has a Police Commission, Fire Commission, Ethics Commission, Historic District, Planning and Zoning, Zoning Board of Appeals, Board of Public Purchases, Bridgeport Housing Authority, Parks Commission, Library Board, Board of Education, and the Water Pollution Control Authority. Each section of the City has an NRZ executive board which meets once a month with residents and local business leaders.

BACKGROUND

The City strives to work collaboratively with its citizenry, development community, and related City departments to review all development proposals and then present them to the appropriate agency for consideration, to prepare comprehensive plans, master plans, and strategic plans for future development consideration, and to permit, inspect and approve development improvement projects within the community.

City of Bridgeport staff that participates in the City's development services are responsible for plan review and permitting and the inspection of development projects to ensure compliance with various federal, state, and local regulations, ordinances, and standards, including ADA Accessibility compliance. Development service provider staff consists of Engineers, Planners, Zoning Officials, Building Officials, Site Inspectors, and Administrators in multiple departments within the City.

The City's focus on development activity for construction development proposals includes system resources dedicated to enforcing zoning compliance, site compliance, State stormwater compliance, Federal flood zone compliance, State building code (Building, Plumbing, Mechanical, Electrical) compliance, State Fire Code compliance, and the oversight of various infrastructure maintenance and improvement for public projects within the city limits. These systems are all complex and involve many regulatory requirements and coordination with various state and local agencies.

The City's Building Division has distinct responsibilities in the permit and inspection processes of construction development. They are responsible for oversight of construction development, which includes the issuance of building permits and the provision of field inspections to determine compliance. Other staff members, housed in the Planning Division (zoning, site, and design compliance), the Parks and Recreation Department (landscaping/site compliance), the Fire Marshall's office (Fire Code compliance), and the Public Works Department (Engineering Division-environmental, civil site and traffic compliance), assist with this process.

BACKGROUND *cont.*

Planners administer the Subdivision Ordinance, receive applications, issue permits, and provide plan review services to ensure compliance with the Boards and Commission Conditions and Approvals and the Land Management Ordinance.

Zoning Officials provide plan review and inspection services to ensure compliance with the Land Management Ordinance and compliance with the Boards and Commission Conditions and Approvals.

Engineers provide plan review, inspection, design, and project management services for transportation, storm water management, water and sanitary sewer plans, traffic management, and erosion/sediment control. These functions are performed to ensure compliance with the Land Management Ordinance, City engineering standards and State Agency requirements.

Building Officials provide administration, receive applications, issue permits, and provide plan review and inspection services to ensure compliance with State Building Code requirements.

Fire Marshal staff receive applications, issue permits, and provide plan review and inspection services to ensure compliance with State Fire Code requirements.

During site construction, the Engineers and Site Inspectors provide inspection services to ensure projects are built in compliance with approved plans, City ordinances, and applicable standards. These staff are responsible for coordination of site-related City Code requirements during construction, and in conjunction with the City's building permit process toward an eventual hold or release of a certificate of occupancy.

In addition, there are other City agencies that provide plan review, development review and inspection services through the building permit process. These services are primarily administered by the Building Department staff, Zoning staff and Fire Marshal staff.

SCOPE OF SERVICES

OVERVIEW

The City is seeking assistance from an experienced firm to conduct a comprehensive and objective review of the City's development review, permitting and inspection processes and procedures. The selected firm will be responsible for conducting the review from various perspectives (developer, contractor, citizen, neighborhood, etc.) to ensure the city provides a fair and predictable environment for development which results in timely decision-making, informs, and protects neighborhoods and leads to high-quality development. In addition to an analysis of the existing processes, the selected firm should engage various stakeholders, including staff and elected officials, through a variety of means (i.e., stakeholder interviews, focus groups, customer surveys, etc.) to identify public perceptions, expectations, as well as experiences and outcomes.

The final deliverables should highlight aspects of the existing development review and permitting systems that work well and pinpoint areas that need improvement, including an assessment of departmental culture as it relates to customer service. Recommendations should provide a roadmap for making needed improvements including, but not limited to, operations (including any staffing level changes and/or reorganization necessary to implement recommended changes), technology, customer service, communication, and emerging trends. Additionally, an evaluation of the need and desirability of a Development Service Center (one stop shop) considering the significant shift to online permitting (80%). A financial analysis and cost projections should also accompany all recommendations.

SCOPE OF SERVICES *cont.*

ANTICIPATED DELIVERABLES

Services required for this project shall include, but not be limited to:

- Engagement with key staff to:
 - Clarify project goals.
 - identify special issues to be considered.
 - identify staff required to participate.
 - identify staff responsibilities and accountability.
 - identify supervisor roles and responsibilities.
 - identify department head role and responsibilities.
 - identify all permitting process issues.
 - Final deliverable to include potential cost impact of each recommendation

- Engagement with staff to discuss the process analysis.
- Documentation, analysis and assessment of the existing organizational structure and staffing levels.
- Documentation, analysis and assessment of the existing land management policies and ordinances and recommendations to facilitate improvement.
- Recommendation of optimal organizational structure and staffing levels required to implement final organization, management, and process/procedure recommendations.
- Documentation, analysis and assessment of existing processes and procedures.
- Development of a narrative description and process map of the current processes.
- Identification and recommendation for the elimination of any redundant or unnecessary steps found in the workflow for each process.
- Identification and documentation of existing processes and procedures that work well and should remain in place.
- Identification and recommendation of relevant technologies (software, hardware, and data management) to facilitate improvements to processes, procedures or required staff training.
- Presentation of findings and recommendations to the city project team and City Council.
- Written progress reports at agreed upon intervals.
- A narrative description and process map of the recommended organization, staffing, processes, and procedures.
- A report that contains a Process Improvement Plan, to include a narrative description and a process flow diagram (business flowchart).
- Final deliverable to include potential cost impact of each recommendation.

SCOPE OF SERVICES *cont.*

MINIMUM QUALIFICATIONS

Demonstrated experience and knowledge of Connecticut State Statutes as they relate to Zoning, Building, Engineering, Fire Marshall, PZA, ZBA, Historic Districts, WPCA, Housing Code, and Environmental Health. And/or proven experience performing similar work in a city of similar size with no less than 50,000 residents.

Firms responding to this RFQ/P must have a track record of performing process improvement studies specific to municipal development review, permitting, and building inspections programs. Including revitalization specific assignments.

Firms shall provide examples of relevant projects, qualifications of key personnel that will be assigned to the project, the plan/approach, schedule, **SEALED** cost to meet the Scope of Services and provide a minimum of three (3) references for whom similar services have been provided.

SUBMISSION REQUIREMENTS

The response to the RFQ/P should include the following:

Table of Contents: Identify contents by tab and page number.

TAB 1 - Letter of Interest:

- a. The respondent's understanding of the work to be performed specifically related to the City's requirements to analyze and improve current processes, procedures, and ordinances. Respondent's knowledge of Connecticut State Statutes and City ordinances.
- b. A positive commitment to perform the services.
- c. The names of key persons, representatives, project managers who will be the main contacts for the City relative to this project.

TAB 2 - Team Qualifications:

- a. Qualifications, knowledge, and experience of the Principal, Project Manager, and professional staff assigned to this project.
- b. The overall team capacity, balance, and organization.
- c. Assessment of the availability and ability of the Project Manager and key personnel to perform the project scope in a timely manner.
- d. The consultant's ability to become familiar with processes, procedures, and ordinances of the City.
- e. Sub-consultant's and/or sub-contractor roles and responsibilities clearly outlined, including deliverables.

SCOPE OF SERVICES *cont.*

TAB 3 – Project Approach, Scope, Deliverables: Clearly define the program offered and your method of approach, as well as the resources assigned to include, but not be limited to, the following elements:

- a. Consultant's approach to project /overall methodology.
- b. Consultant's understanding of overall project and proposed timeline to the project within each major element defined in the Scope of Services.
- c. The proposed workflow, schedule, and internal organization as it relates to Consultant's ability to produce deliverables.
- d. Clearly defined tasks, deliverables and schedule presented in a format that can be easily translated into the scope of services.
- e. Customer and staff engagement.
- f. Detailed summary timeline for completion.

TAB 4 – Proven Performance:

- a. Detailed information regarding completed similar projects for development review, permitting and inspections programs.
- b. Information regarding the success of implementation of project recommendations.
- c. Working relationships with previous clients.
- d. Job satisfaction expressed by previous clients, and the firm's ability to work well with organizations and project teams of a similar composition and nature to the City of Bridgeport.

TAB 5 – References:

- a. A minimum of three (3) references, preferably from other public entities, for whom you have provided similar services of similar size, and socioeconomic status. Include the name of entity, contact person's names, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided.
- b. Include references specifically dealing with permitting processes.

SEALED COST PROPOSAL

A Sealed Cost Proposal for Professional Services, as addressed in this RFQ, must be submitted, and will be opened separately from the other submitted required response documents.

The sealed cost proposal shall provide one-time fees as requested for the entire project. Proposal prices shall not include federal, state, and local taxes. Pricing must be all-inclusive, as no additional charges will be allowed except for additional services as requested by the City, if any. There will be no additional reimbursement for travel time or expenses, telephone costs, copying costs, etc.

SELECTION COMMITTEE

There will be a selection panel of between 3-5 persons, consisting of one or more representatives from the CAO's Office, one or more representatives from the City's ITS Department, one or more representatives from the Labor Department, and one or more representatives from the City's Office of Planning and Economic Development. The selection committee will be evaluating the factors as described in the specification of this RFQ/P.

EVALUATION CRITERIA/INTERVIEWS

A selection committee will review and evaluate all submissions. After the evaluation, the committee may conduct interviews with the most qualified respondents before final selection.

Submissions will be evaluated on the following criteria:

Evaluation Criteria	Points
Project understanding, proposed approach, accuracy, overall quality, thoroughness, and responsiveness to the City's requirements as summarized herein	40
Experience, team qualifications with staffing studies of cities of similar size	40
Staff and availability of resources	10
Time to complete project	10

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:

COX02923A – BUILDING PERMITTING PROCESS ANALYSIS

Send your submissions to:

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

**RFQ/P (RFQ with sealed Price Proposal) submissions are due:
2:00 PM, Wednesday, October 12, 2022**

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.

TENTATIVE RFQ/P TIMELINE

RFQ/P Issued	September 14, 2022
Question submission deadline	September 28, 2022
Answers to questions deadline	October 3, 2022
RFQ/P RESPONSES DUE	October 12, 2022
Interviews to occur if necessary	Week of October 17, 2022
Select preferred vendor	Week of October 24, 2022
Presentation to the Board of Public Purchases	November 9, 2022
Commence negotiations with preferred vendor	TBD
Submit for City Council Approval	TBD

CITY RESERVATION OF RIGHTS

The City reserves its rights to reject any or all responses or any portion thereof that it may determine to be in its own best interests, for whatever reason.

PROFESSIONAL SERVICES AGREEMENT
Permitting Process

THIS AGREEMENT between the parties dated the ___ day of _____, 2022 (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 45 Lyons Terrace, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

WHEREAS, the City advertised a Request for Qualifications with sealed Price Proposals ("RFQ/P") on _____, 2022 for the purpose of reviewing the permitting and operational efficiency of the Building Department such RFQ is attached hereto as **Exhibit A**;

WHEREAS, the Consultant submitted responsive documents on _____, 2022, which are attached hereto as **Exhibit B**; and

WHEREAS, the Board of Public Purchases reviewed the solicitation and selection process at their meeting on November 9, 2022, **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 General Funds 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 purpose 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 **December 31, 2022**, 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. The City may extend the Contract for up to **one (1) additional 3-month terms, for a maximum term of six months**. The City is not obligated to extend the Contract.

3. Contract Time. The initial Assessment shall be due on or before December 31, 2022. The City will have 15 days to review the initial Assessment and provide feedback to the Consultant during which time the City and the Consultant shall meet to discuss the initial Assessment. Consultant shall complete the final assessment the earlier of January 31, 2022, 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) Pandemic Restrictions. Limitations relating to such shall follow local Health Department guidelines.

(d) 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.

(e) 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.

(f) 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 Project Manager as requested 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 **General Funds**. 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 to be determined.

(b) Payment. The Consultant will submit invoices to the Project Manager 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 Project Manager 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.

11. Remedies & Liabilities.

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

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

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

If to the City:

Chief Administrative 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: _____
Joseph P. Ganim
Mayor

CONSULTANT

By: _____
Name:
Title:
duly-authorized

Exhibit A

Requests for Qualification and Submissions

Exhibit B

Consultant's Proposal

Exhibit C

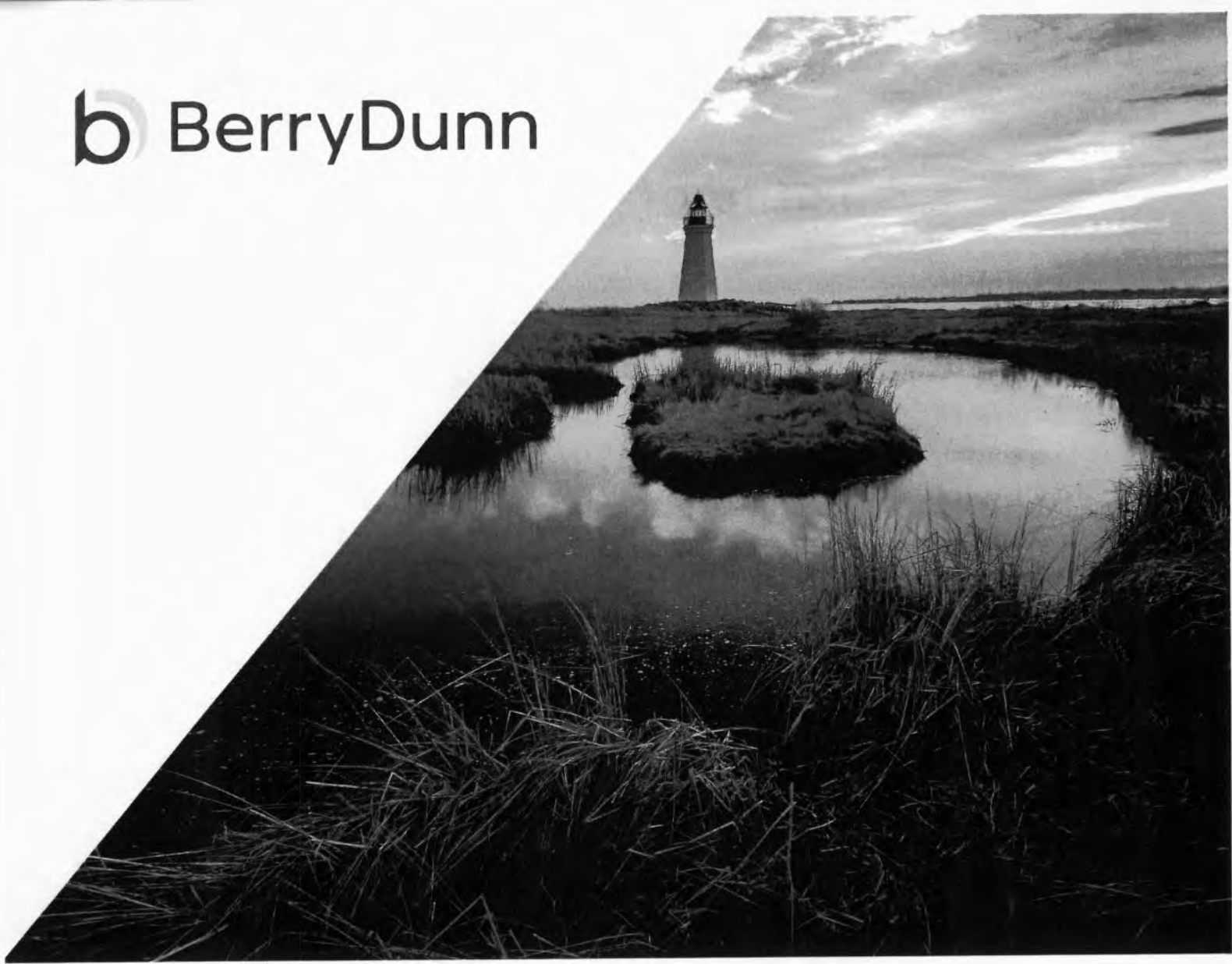
Scope of Work

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.



TECHNICAL PROPOSAL

City of Bridgeport

Building Permitting Process Analysis
Request for Qualifications COX02923A

BerryDunn
2211 Congress Street
Portland, ME 04102
207.541.2200

Kevin Price, Project Principal
kprice@berrydunn.com

Keri Ouellette, Project Manager
kouellette@berrydunn.com

Submissions Due
October 12, 2022 | 2 p.m.

berrydunn.com

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Tab 1. Letter of Interest

October 12, 2022

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

Dear Lisa Farlow:

On behalf of Berry Dunn McNeil & Parker, LLC (BerryDunn), I would like to thank you for the opportunity to submit this **technical proposal** in response to the City of Bridgeport's (the City's) Request for Qualifications (RFQ) No. COX02923A for Building Permitting Process Analysis. We have read the City's request, and we have reviewed its terms and conditions and the contents presented therein. Our proposal will remain effective for 120 days from the submission deadline of October 12, 2022.

BerryDunn is a nationally recognized independent management and IT consulting firm founded in 1974 and headquartered in Portland, Maine with more than 100 clients in the New England region and two office locations in the State of Connecticut (the State). Focused on inspiring organizations to transform and innovate, we are a stable and well-established firm that has preserved our core values and reputation for excellence throughout our 48-year history. Our firm's culture is centered on a deep understanding of our clients' commitment to serving their internal and external stakeholders alike. The human aspect of projects can often be forgotten in the maze of regulatory changes and legal requirements with which counties, cities, and departments must comply. BerryDunn proudly tailors each of its projects to recognize the work our clients do every day. **We care about what we do, and we care about the people impacted by our work**—including those associated with the City and those impacted by its development review, permitting, and inspection processes and procedures.

As an organization that strives to provide a very high level of service and ease of process for its citizens, businesses, and development communities alike, Bridgeport has more than earned its positive reputation. The City's stakeholders benefit from its focus on providing a fair and predictable environment for development, as well as its ability to make timely decisions. In support of the City's reputation and its passion for protecting Bridgeport neighborhoods and leading high-quality development efforts, the City seeks guidance in the detailed and objective review of its development review, permitting, and inspection processes and procedures. By way of thorough information-gathering and engagement activities, the City's consulting partner will consider various viewpoints in identifying strengths and improvement areas in its existing environment. With this understanding as the basis, the City's consulting partner will then develop recommendations and a roadmap to respond accordingly. The perceptions, expectations, experiences, and outcomes realized through this analysis will inform the City's efforts in addressing current operational, technological, customer service, communication, and/or financial challenges, as well as help the City respond to emerging trends.

With the City's goals and objectives in mind, we are certain that we are well-positioned to partner with the City on this engagement. Further, we have several attributes that we hope the City will consider as it determines the best path forward.



Our firm's specialized Community Development and Utility Operations Practice.

BerryDunn's Community Development and Utility Operations Practice focuses on municipal and county policies, processes, fees, and systems related to planning, zoning, permitting, inspections, development services, code enforcement, land management, work order, and asset management functions. This practice is composed of industry experts with both firsthand and

project experience. Notably, several of our proposed project team members have worked in related local government positions, including in community development and permitting department leadership and finance roles. We will leverage this to provide unique insights and lessons learned in delivering the City's desired scope of services.



Our deep experience conducting organizational development services. Organizational development is core to our firm's service offerings. Notably, we have deep experience and skill in conducting organizational, operational, and staffing analyses; business process review and improvement; strategic planning initiatives; and more. All these projects involve conducting thorough information-gathering activities and effectively engaging stakeholders. Through these efforts, we consider all voices, perspectives, and experiences in assessing our clients' current environments and developing recommendations that reflect a shared vision and offer widespread value. This focus helps promote buy-in, generate consensus, and deliver exceptional outcomes for our clients.



Our proven methodologies, tools, and technologies. Our work for the City will be guided by established project management methodologies and best practices as defined by the Project Management Institute® (PMI®). These methodologies provide a proven framework for leading any type of project—keeping it on time, on budget, and progressing at a healthy pace. We leverage tools and technologies that allow us to conduct projects efficiently and effectively. For example, we leverage Social Pinpoint, a customizable project landing webpage, to engage project participants virtually when in-person engagement may not be possible. We are also well-versed in business process mapping software, allowing us to visually depict as-is and to-be environments, confirm our understanding of our clients' current and desired processes, and help ensure optimal efficiency and productivity. We will leverage these and other tools to support the City in this effort.

Our familiarity with and presence in the State and the New England region. At BerryDunn, we are proud to serve our neighbors. With roots in Maine and two office locations in Connecticut, we have developed strong relationships with more than 100 clients in the region. Through this, we have become familiar with the State's statutes and related ordinances and will leverage our knowledge and insights in our work with the City. Also notable is the background of one of our proposed subject matter experts, Khara Dhodds. Khara previously served as the Director of Planning and Land Use Services for the City of Glastonbury, Connecticut where she oversaw four divisions, including the Offices of Health, Fire Marshal, Building Official/Zoning Enforcement, and Planning. She also led the Community Development Department through the COVID-19 pandemic, resulting in major shifts in department services with many business practices and procedures being transformed to digital processes. This firsthand experience—as well as BerryDunn's regional experience as a whole—will prove invaluable for the City on this project.

As a principal in our Local Government Practice Group and leader of our Community Development and Utility Operations Practice, I am authorized to bind BerryDunn to the commitments made herein. I can also positively commit that if chosen to partner with the City on this initiative, we will perform all requested services. **That said, please consider me your primary point of contact should the City have any questions or updates during the evaluation process.**

Sincerely,

Kevin Price, MPP, PMP®, Prosci® CCP, Principal
207-541-2379 | kprice@berrydunn.com

NAME

Berry Dunn McNeil & Parker, LLC
(dba BerryDunn)

FOUNDED

1974

LOCATIONS

Maine
New Hampshire
Massachusetts
Connecticut
West Virginia
Arizona
Puerto Rico

EMPLOYEES

800+ nationwide

Tab 2. Team Qualifications

Firm Overview

BerryDunn is a nationally recognized independent management and IT consulting firm focused on inspiring organizations to transform and innovate. As a Limited Liability Company formed in 1974 with 55 principals and 29 owners, we have experienced sustained growth throughout our 48-year history by delivering a high level of service to clients in all 50 states, the Commonwealth of Puerto Rico, and Canada.

We employ more than 800 staff members—including more than 300 in our Consulting Services Team. From extensive project experience for more than 400 state, local, and quasi-governmental agencies, our team brings valuable perspectives to every engagement. Our firm provides a full range of professional services that supports our ability to complete tasks outlined by the City on this initiative. These include:

- Business Process Improvement, Reviews, and Redesign
- Comprehensive/Master Planning
- Cost of Service and Fee Studies
- Enterprise and Departmental Strategic Planning
- IT Assessments
- IT Strategic Planning
- Leadership and Organization Development
- Organizational, Operational, and Staffing Analyses
- Organizational Change Management
- Performance Analyses
- Project Assessments and Remediation
- Software Planning and Procurement
- Software Implementation Project Management and Oversight

Additionally, our team has prior experience serving state and local government agencies, providing them with an in-depth understanding of government operations, staffing needs, budgetary constraints, and the business processes required to provide necessary services to the internal divisions and the constituents the City serves.

Figure 1 illustrates the overall organization of BerryDunn's Local Government Practice Group. We provide unparalleled expertise and unique insights across these practices, supporting our clients in solving some of their biggest challenges and addressing opportunities to improve and plan.

Figure 1: Local Government Practice Group Specialization



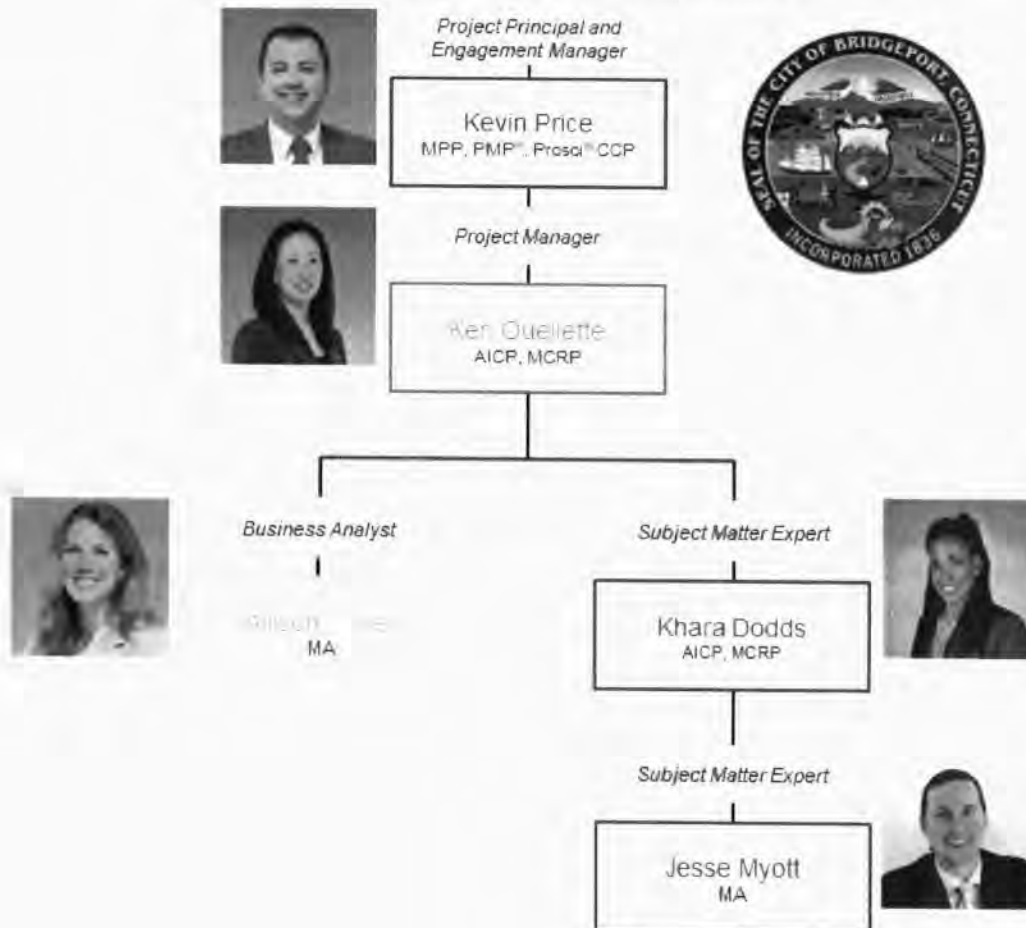
As mentioned, BerryDunn's *Community Development* and *Utility Operations Practice* will serve the City on this initiative. This practice focuses on municipal and county policies, processes, fees, and systems related to planning, zoning, permitting, inspections, development services, code enforcement, land management, work order, and asset management functions and is composed of industry experts with both firsthand and project experience.

Project Team

Organizational Structure

We are pleased to propose a project team with in-depth experience leading process improvement initiatives with municipal planning and development departments, as well as multi-disciplinary backgrounds in the public sector. We pride ourselves on project team cohesiveness, and our culture fosters clear communication, an understanding of team members' responsibilities, and the expectation to support each other throughout the project. While our project team members individually bring expertise to this project, as a group they will provide the City with a strong, objective team that establishes credibility, professional trust, and cooperative working relationships with the City's project manager, staff, and internal and external stakeholders alike. **Figure 2 depicts our project team's organizational structure.**

Figure 2: Project Team Organizational Structure



Below, we provide details of our project team members' roles, responsibilities, and key qualifications for the City's further review and consideration. **Full resumes are provided in Appendix A.**



Kevin Price | Project Principal

MPP, PMP®, Prosci® CCP

Kevin is a principal in BerryDunn's Local Government Practice Group. He leads our Community Development and Utility Operations Practice, assisting agencies similar to the City with business process improvement, fee analysis, and system selection projects. He has led business process improvement, strategic planning, and system selection projects for some of BerryDunn's most complex local government clients, including the City of Boston, Massachusetts; the City of Philadelphia, Pennsylvania; the City of Detroit, Michigan; and the City of Dallas, Texas.

As the **project principal**, Kevin will:

- ▲ Have overall responsibility for the services we have proposed to the City
- ▲ Help ensure the commitment of our firm and appropriate resource allocation
- ▲ Review and approve all deliverables in accordance with BerryDunn's quality assurance processes



Keri Ouellette | Project Manager

AICP, MCRP

Keri is a senior consultant in BerryDunn's Local Government Practice Group Community Development and Utility Operations Practice. She joined the firm after working as permitting manager for the City of Portland, Maine, where she managed permitting, plan review, inspections, and code enforcement functions for the City. Thanks to her previous work with New York City's Department of Housing Preservation and Development and the Town of Eastchester, New York, Keri has keen understanding of issues that municipalities face in addressing growth and managing enforcement. Keri regularly helps clients evaluate processes and leads the development of standard operating procedures to improve efficiency.

Keri is currently managing the development of the City of Bangor, Maine's next Comprehensive Plan, as well as playing key roles on process improvement and planning projects with the City of Wilmington, North Carolina; the City of Leander, Texas; and the City of Attleboro, Massachusetts.

As the **project manager**, Keri will:

- ▲ Act as the primary liaison with the City
- ▲ Be responsible for maintaining a constructive and clear line of communication between City staff and BerryDunn
- ▲ Monitor project progress
- ▲ Track the initiation and completion of tasks and milestones



Allison Tobey | Business Analyst

MA

Allison is a consultant in our Local Government Practice Group Community Development and Utility Operations Practice. Her skills include communication, content development, and research and analysis. Through her passion and experience, Allison offers perspective and dedication to her work.

As the ~~business analyst~~, Alison will:

- Support the project team with facilitating meetings, preparing status reports, and developing project deliverables in a timely manner



Khara Dodds | Subject Matter Expert

AICP MCRP

Khara is a senior consultant in BerryDunn's Local Government Practice Group Community Development and Utility Operations Practice. With over 13 years of leadership experience and 20 years of planning and community engagement expertise, Khara has led various departments in planning and land use services, economic development, code enforcement, and inspections services, most recently for the Towns of Prosper, Texas, and Glastonbury, Connecticut. She offers a unique and critical skillset to every initiative in which she participates, and specializes in planning and implementation, leadership, and process improvement. She will support project work and City goals by leveraging her experience managing stakeholders through the planning processes, organizing capital improvement, implementing grant funds, and assisting communities pursuing state and federal grants, as well as by contributing insights relating to State statutes—particularly Zoning, Building, Engineering, Fire Marshal, PZA, ZBA, Historic Districts, WPCA, Housing Code, and Environmental Health—and related ordinances.



Jesse Myott | Subject Matter Expert

MA

Jesse is a senior consultant in BerryDunn's Local Government Practice Group Community Development and Utility Operations Practice. He brings nearly a decade of public-sector experience, focusing on supporting municipalities with operating and capital improvement budget development and management; special fund accounting; revenue and expenditure forecasting; customer valuation; and cost of revenue analyses for municipal programs and services. His background as a financial and management leader for local governments like the Cities of Daly City and South San Francisco, California and Brookline, Massachusetts have given him broad exposure to the services like those provided by the City.

Jesse has led or supported several cost recovery, fee study, and process improvement initiatives for clients like Travis County, Texas; the City of Villa Park, California; Manatee County, Florida; the City of Gainesville, Florida; and the City of Tucson, Arizona.

As **subject matter experts**, Khara and Jesse will:

- ▲ Provide specialized knowledge and assistance on relevant operations within the City, drawing upon their prior public-sector and project experience
- ▲ Contribute relevant regional expertise when and where it most benefit the City

We are not using any subcontractors on the City's engagement.

We are proposing on the City's engagement because our proposed project team members have the qualifications and availability necessary to conduct the requested scope of services efficiency, effectively, and successfully.

We have been providing professional consulting services for more than 30 years and use proven methodologies and tools to perform our work. As a result of this experience, we are skilled at developing realistic timelines that take the client's specific needs and common scheduling challenges into account. For example, when a project involves meeting with several stakeholders, we build time in the schedule for follow-up meetings, because we know that stakeholders' schedules can change on short notice, often due to circumstances beyond their control.

Once we have a signed contract, our project manager manages the engagement according to the agreed-upon work plan, schedule, and budget. We have an excellent track record of meeting deadlines and, as a standard practice, we only allow changes to the timeline, scope, or project fees based on changes that are documented and approved by the client.

Some BerryDunn staff members work exclusively on one engagement, while others work on multiple engagements concurrently. On average, staff members work on two to four projects at any given time.

Tab 5: BerryDunn Methodology

In the event additional resources are necessary to conduct the City's requested work effort, we have more than 300 consultants in our broader BerryDunn network to draw upon as needed. These consultants bring unique qualifications across local and state government, functional areas, and industries, and can contribute their help and expertise to efforts related to fact-finding, research, and deliverable development, when and where it will most benefit the City.

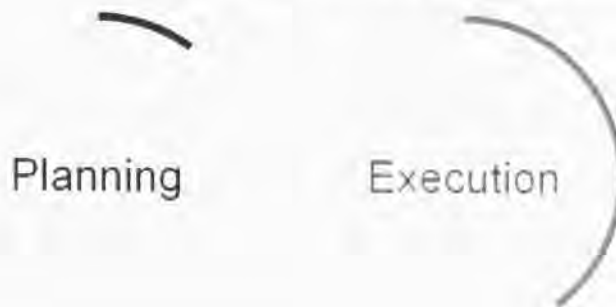
Tab 3. Project Approach, Scope, and Deliverables

Guiding Methodologies

Project Management

To help ensure that project objectives are met and initiation and completion of project work are conducted in a timely manner, each BerryDunn project is led by an experienced project manager who understands and utilizes project management best practices. Our Consulting Services Team employs project management best practices from PMI®'s *A Guide to the Project Management Body of Knowledge (PMBOK® Guide)*, Version 7. The principal leading this project, Kevin Price, is a certified Project Management Professional® (PMP®). **Figure 3 illustrates the phases of the project management life cycle, which provides a framework for managing any type of project.**

Figure 3: Project Management Life Cycle



Stakeholders' willingness to adopt new processes and tools plays a significant role in the success—or failure—of related projects. We have observed resistance to change in virtually all our engagements, and we will work with you to proactively address resistance by:

- Engaging stakeholders at the right level throughout the project to build understanding for the need for change and gain support from the people who will be using the future solutions and who are most familiar with current processes

- Developing and executing a communications plan that considers the information needs of each stakeholder group

- Documenting business processes and working with stakeholders to understand how their work will be performed in the future environment

We have adopted the Prosci® change management methodology and trained over 100 consultants to become Prosci® Certified Change Practitioners (CCPs). **A central focus of the Prosci® change management approach is the belief that, for change to work in an organization, individuals must be willing to change and understand change.** Additionally, according to research conducted by Prosci®, the likelihood of project success increases significantly and in alignment with the level of change management focus applied to the project. Even small increases in focus on change management are likely to have a positive impact on project success.

Project Work Plan

Figure 4 presents an overview of our work plan intended to address all elements of the City's requested scope of services. BerryDunn strives to be flexible when it comes to developing and executing an effective work plan. We understand that no two projects are exactly alike, and our past clients have appreciated our willingness to adapt to their needs. This mindset plays a foundational role in how we measure the success of our portfolio of similar projects.

You can expect our approach to offer the following key benefits:

- A methodology based on our extensive experience conducting similar projects
- Quality assurance processes that incorporate the City review and approval of all deliverables and key milestones
- Built-in project management and change management best practices that focus on keeping the project on time, on budget, and progressing at a healthy pace for City stakeholders to give input in the information-gathering process, understand recommendations, and trust in the plans for moving forward.

Figure 4: Project Work Plan Overview



Below and on the following pages, we outline the key steps and milestones the City can expect from our approach. We will approach this project with a focus on developing recommendations that align fact-finding outcomes, assessment results, stakeholder feedback, and more.

Phase 0. Project Management

0.1 Conduct initial project planning. We will conduct an initial project planning teleconference with the City's project team to confirm project goals, objectives, and expectations. During this meeting, we will discuss methods of creating effective communication between BerryDunn and City staff, as well as our approach to scope, risks, and resource management.

0.2 Develop the Project Work Plan and Schedule. Based on the information gathered from our initial project planning teleconference, we will develop the Project Work Plan and Schedule, which will outline our communication and scope, risk, resource management approaches; include a timeline to schedule project meetings; and identify City project team members. The Project Work Plan and Schedule will also incorporate agreed-upon procedures between BerryDunn and the City related to project control, including quality management and deliverable submission/acceptance management. Once complete, we will facilitate a work session to review the Project Work Plan and Schedule with the City's project team, solicit feedback, and implement requested changes before updating it to final.

Phase 0. Project Management

▲ D1 – Project Work Plan and Schedule

0.3 Conduct Weekly Project Status Updates. Throughout the project, our proposed project manager, Keri Ouellette, will provide Weekly Project Status Updates that describe the activities and accomplishments for the reporting period, plans for the upcoming week, risks or issues encountered during the reporting period, and anticipated problems that might impact any project deliverable. We will review these status updates with the City's project team.

▲ D2 – Weekly Project Status Updates

Phase 1. Fact Finding

1.1 Develop and submit information request. We will provide the City with an information request sheet to obtain available documentation that will be helpful to us during the project (e.g., organizational charts, staffing level details, land management policies and ordinances, existing improvement recommendations, process and procedure documents, documentation on existing systems, and fees/cost of service details). We will respectfully request that the City provide the requested information prior to project kickoff and fact-finding, as reviewing this information in advance will enable us to be more efficient, become more knowledgeable of the current environment, and make best use of City personnel's time.

1.2 Develop and issue a survey. We will develop and distribute an online survey to understand issues and challenges with current systems, processes, and operations. We anticipate issuing this survey to staff and using their responses to help determine current and future needs. This survey will include questions aimed at understanding the current strengths, weaknesses, opportunities, and threats (SWOT) associated with current environment. Prior to issuing the survey, we will review the survey questions with the City's project team.

1.3 Develop Social Pinpoint site to collect input from external stakeholders. We will work with the City's project team to create a project site using Social Pinpoint—a customizable, web-based engagement platform. We will use the City's branded Social Pinpoint site to gather external stakeholder feedback via tools such as community forums, mapping, idea walls, and surveys. We find that this approach improves engagement outcomes and helps increase equitable access to engagement opportunities.

1.4 Review survey results and City documentation in preparation for kickoff and Fact-Finding Meetings. Before holding our project kickoff presentation and conducting Fact-Finding Meetings, we will review the survey results and data received from the information request. This will provide us with a foundational understanding of the City's current environment and allow us to make the best use of City personnel's time.

1.5 Develop fact-finding schedule and prepare materials. Before beginning fact-finding work sessions, we will develop a schedule and associated materials. We will review them with the City's project team and incorporate the City's feedback before updating them to final.

Phase 1. Fact Finding

1.6 Facilitate a project kickoff presentation. We will conduct a project kickoff presentation with City leadership and project stakeholders. This kickoff presentation will serve as an opportunity to introduce project team members, discuss the City's goals, present our project approach and methodology, review the schedule of key project dates, and answer questions. As part of this presentation, the City's project sponsor is expected to participate and speak to the goals and objectives of the initiative.

1.7 Conduct Fact-Finding Meetings. We will conduct Fact-Findings Meetings with key department representatives and stakeholders to develop an understanding of business processes and communication tools, gauge current technology use, and identify areas for improvement.

1.8 Conduct focus groups with external stakeholders. We will lead focus groups with diverse stakeholders, including local developers, engineers, builders, brokers, and/or property owners who are familiar with the City's permitting application, review, and approval process. We will discuss current processes, challenges, and opportunities for improvement.

1.9 Conduct fact-finding follow-up, as needed. At the conclusion of the Fact-Finding Meetings and focus groups, we will conduct follow-up meetings as needed to gain further clarity into the City's business processes and environment.

D3 – Fact-Finding Meetings

Phase 2. Recommendations for Improvement

2.1 Develop a list of as-is processes to be diagrammed. Based on the information collected during Phase 1. Fact Finding, we will identify the top eight processes that should be diagrammed.

2.2 Develop As-Is Process Diagrams. We will develop As-Is Process Diagrams, based on information collected during Phase 1. We will use standard symbology and tools to represent existing workflows.

2.3 Facilitate work sessions to review draft process diagrams with the City and finalize. We will facilitate a work session with the City's project team to review the As-is Process Diagrams and gather feedback. Following the work sessions, we will update the As-Is Process Diagrams and conduct any necessary follow-up activities with City stakeholders. Our project team will apply necessary updates to the diagrams before submitting final versions to the City for approval.

D4 – As-Is Process Diagrams

2.4 Develop a summary and analysis of existing conditions. We will use the information gathered through the Fact-Finding Meetings, information request, and web-based user surveys to develop a summary and analysis of existing conditions. This will include operational procedures, policies and ordinances, organizational structure, technology use, and communications.

2.5 Identify issues and opportunities for improvement. We will identify issues and opportunities for improvement based on our summary and analysis of existing conditions. We will then review and

Phase 2. Recommendations for Improvement

prioritize these issues and opportunities with the City's project team and develop a process improvement plan. This plan will include a narrative description and process diagrams to support these areas.

2.6 Develop a process improvement and implementation plan. We will review prioritized issues and opportunities and develop recommended actions for improvement. These details will be captured in a process improvement plan. Then the process improvement plan will be built into an implementation plan. This plan will include action items, timeline, cost projects, east of implementation, and priority level.

2.7 Develop an implementation plan. We will develop an implementation plan to serve as a guide for future implementation of proposed recommendations, including action items, timeline, cost projections, east of implementation, and priority level.

2.8 Develop an Assessment and Recommendations for Improvement Report. We will compile outcomes of Phase 2. Recommendations for Improvement in an Assessment and Recommendations for Improvement Report. We will review this report with the City's project team to gain consensus and solicit feedback before updating it to final and preparing it for presentation to City leadership.

2.9 Develop and deliver a final presentation. We will develop a final presentation of the Assessment and Recommendations for Improvement Report to deliver to the City's project team and City Council. This presentation will serve as an opportunity for participants to ask questions, confirm their understanding of the current environment, trust in the plans for moving forward, and approve this final deliverable.

D5 – Assessment and Recommendations for Improvement Report

Anticipated Timeline

Below, we outline our anticipated timeline to complete the City's initiative. We will identify key dates in coordination with the City when developing the final schedule during initial project planning.



Tab 4. Proven Performance

Experience Providing Relevant Services

Our ability to successfully complete the City's initiative is strengthened by our prior experience providing relevant services, such as those listed in Table 1. These services range from business process improvement to fee studies, community development system selection, and organizational and operational assessment projects. This experience affords us the ability to comply with related laws, regulations, and best practices and gain a thorough understanding of the City's local regulatory and legal environment—such as the State statutes as they relate to Zoning, Building, Engineering, Fire Marshall, PZA, ZBA, Historic Districts, WPCA, Housing Code, and Environmental Health, and other laws and regulations—that govern associated work. The experience provided in Table 1 is representative of our relevant experience from the last five years.

Table 1: Representative Local Government Planning, Permitting, and Community Development Experience

Client	Worked Performed	Dates
	County Clients	
	<i>Environmental Public Health Business Analyst and Project Manager</i>	
Clark County, WA	The Clark County Public Health Department engaged BerryDunn to implement a new environmental public health client permitting and financial data system. This effort involves analyzing existing systems and business processes, collaborating with County staff to identify functional and system requirements, and implementing the selected system through project closure.	01/2022 – Present
	<i>Land Management Consulting Services</i>	
Doña Ana County, NM	Doña Ana County engaged BerryDunn to lead the selection and implementation of land management software. This effort involves assessing the County's needs regarding building permit review and inspections, code enforcement, business registrations, and land use cases; developing a Request for Proposals (RFP); guiding the acquisition of the most suitable software; and providing project management consulting through implementation and configuration of the selected system.	06/2021 – Present
	<i>Building and Development Services Fee Study</i>	
Manatee County, FL	Manatee County engaged BerryDunn to conduct a Building and Development Services Cost of Service and Fee Study project. The focus of the project was to	06/2021 – 07/2022

Client	Worked Performed	Dates
Maui County, HI	<p>review all revenue generated from fees for permits and services provided by the Building and Development Services Department and the identified expenses associated with providing all Department services, as well as to calculate the percentage of full costs recovered delivering services at current fee levels. The information gained from conducting the cost of service analysis and cost recovery determination was used to develop an updated master fee schedule to propose to the County Board of Commissioners for adoption.</p> <p><i>Needs Refinement and Permit Software Acquisition</i></p> <p>Maui County's Department of Parks and Recreation, Permits and Enforcement Section, engaged BerryDunn to help refine its needs and determine software solutions available to best fit those needs. This effort involved RFP development, proposal evaluation, and new permitting system selection to support the Department's operations.</p>	06/2020 – 06/2021
Pitkin County, CO	<p><i>Community Development Department Process Review</i></p> <p><i>Community Development System Selection and Implementation Assistance</i></p> <p>The County engaged BerryDunn in the review of its business processes, completion of a needs assessment, definition of functional and technical requirements, RFP development, and system selection assistance as part of replacing its permitting system. The County replaced their legacy system with support from BerryDunn.</p>	12/2017 – 06/2020 08/2021 – 11/2022
Travis County, TX	<p><i>Consultation Development Review Process and Fees</i></p> <p>Travis County engaged BerryDunn in conducting as-is and to-be process diagramming as part of a thorough review of the County's Development Services processes and fees.</p>	12/2020 – 01/2022
Municipal Clients		
City of Attleboro, MA	<p><i>Development Review Process Improvement Services</i></p> <p>The City of Attleboro engaged BerryDunn to provide process improvement services related to the development review processes of the City for</p>	11/2021 – 06/2022

Client	Worked Performed	Dates
City of Bangor, ME	<p>construction or redevelopment projects. This includes the improvement of communications and development safeguards across departments. In doing so, BerryDunn helped to enhance process flows and identify ways to keep projects on track and efficient.</p> <p><i>2022 Comprehensive Plan</i></p> <p>BerryDunn is assisting the City of Bangor with developing a Comprehensive Plan that will provide a vision for the City's future, guide growth and development, and establish a roadmap for implementation. The project includes conducting an inventory and analysis of existing conditions, establishing a vision based on inclusive and thoughtful community engagement, developing policy and strategy recommendations, and developing a plan for implementation of recommended actions. The project also includes an ongoing engagement strategy intended to build on past engagement efforts that the City has led to keep stakeholders informed throughout the process and provide multiple opportunities for stakeholders to provide feedback and engage in discussion, both in-person and virtually.</p>	12/2021 – Present
City of Beaverton, OR	<p><i>Community Development Department Organizational Development</i></p> <p>BerryDunn worked with City staff and leadership to map the process and sub-processes from end-to-end, engaged customers in defining a "future state" process that will meet their needs and expectations, identified technology investments that will be required to support process improvements, and developed a multi-phase work plan to implement the improvements. Most recently we have provided consultative assistance to the City in implementing the improvements, including developing new customer service standards, performance metrics, and training to support the new culture.</p>	09/2019 – 01/2020
City of Beaverton, OR	<p><i>Electronic Permitting System Consultant and Implementation Project Management</i></p> <p>BerryDunn worked with the City to provide permitting system needs assessment and system selection consulting, which included a business process analysis, current environment assessment and recommendations report, requirements and RFP</p>	01/2019 – Present

Client	Worked Performed	Dates
City of Boca Raton, FL	development, system selection assistance, and contract negotiation assistance. <i>Community Development System Selection and Implementation Assistance</i> Our team is currently working with the City to implement a system for planning, permitting, inspections, business licensing, and code enforcement functions, which followed selection activities (requirements definition, RFP development, and procurement assistance).	07/2017 – Present
City of Boston, MA	<i>Business Process Mapping and Improvement of Right of Way Coordination and Management</i> BerryDunn led as-is and to-be process diagramming to assess the in-house right of way Boston Utility Coordination Software (COBUCS) before a planned update and redesign.	12/2019 – 08/2020
City of Bozeman, MT	<i>Community Development Review Fee Review Study</i> The City of Bozeman partnered with BerryDunn to establish a process for reviewing its Community Development fees on an annual basis. Our team led an in-depth review of these fees from a cost recovery perspective, working with the City to identify additional services needing fees and training City staff to apply a methodology for calculating fee increases, as the City's needs change. BerryDunn presented its final recommendations to the City Council in April 2021 and finalized staff training in the same month.	09/2020 – 04/2021
City of Broken Arrow, OK	<i>Community Development, Asset Management, and Utility Billing System Implementation Project Management</i> The City of Broken Arrow engaged BerryDunn to conduct a utility billing system needs assessment, which involved the development of a Needs Assessment Report and an RFP, vendor demonstration and selection, and statement of work and contract negotiations. Following system selection activities, the City contracted BerryDunn to conduct implementation support for its chosen solution.	07/2019 – Present
City of Detroit, MI	<i>Software Management</i>	08/2019 – 09/2020

Client	Worked Performed	Dates
City of Fernandina Beach, FL	<p>BerryDunn provided system selection for software platform to manage the City's tax incentives and U.S. Housing and Urban Development (HUD) formula allocations (including needs assessment, process mapping, fact-finding, requirements and RFP development).</p> <p><i>Building Department Fee Study</i></p> <p>BerryDunn conducted an analysis of the Building Department's user fees and rates, which allowed the City to make informed policy decisions at the aggregate level as well as on each individual fee service. As part of our approach, BerryDunn worked with the City to identify any services currently provided that do not have an associated fee and developed a model to track new recommended fees and recovery rates.</p>	04/2020 – 02/2021
City of Fredericksburg, VA	<p><i>System Consulting Services</i></p> <p>The City worked with BerryDunn to develop an enterprise RFP to include planning, permitting, inspections, and code enforcement as functional areas. Our team also conducted as-is business process diagramming as part of our selection activities.</p>	01/2017 – 05/2017
City of Frisco, TX	<p><i>Electronic Plan Review (EPR) System Selection and Implementation Oversight</i></p> <p>Our team provided EPR system consulting, including as-is process diagramming, options analysis, and system selection assistance. We are currently providing implementation oversight during the implementation of their selected EPR system, Avolve ProjectDox.</p>	05/2018 – Present
City of Gainesville, FL	<p><i>Building Permit Fee Study</i></p> <p>The City of Gainesville engaged BerryDunn to provide support with updating the methodology used to calculate building permit fees, land development fees, and other related services provided by the Department of Sustainable Development's Building and Planning Divisions and to perform a full cost analysis to help ensure the City is recovering the full cost for providing these services.</p>	01/2021 – 06/2021

Client	Worked Performed	Dates
City of Hillsboro, OR	<p><i>Permitting and Planning Software Consultation</i></p> <p>BerryDunn is assisting the City with a permitting system replacement project. The City's current enterprise permitting and planning software no longer supported its business processes. As such, the City engaged BerryDunn to conduct a current environment needs assessment, define requirements, develop an RFP, and support the selection of a new system. We were later engaged to provide implementation support.</p>	08/2021 – Present
City of Homestead, FL	<p><i>Workflow Process Review</i></p> <p>BerryDunn helped the City choose a system for planning, permitting, inspections, code compliance, and business licensing. Project tasks included a needs assessment, current workflow review and recommendations for improvement, fee study analysis report, and defining functional and technical requirements.</p>	11/2015 – 07/2017
City of Irvine, CA	<p><i>Community Development Permit Software Needs Assessment and Procurement Consulting Services and Implementation Project Management</i></p> <p>The City of Irvine's Community Development Department engaged BerryDunn to receive assistance in replacing its legacy permitting and inspection tracking system. This includes needs assessment, vendor selection, procurement, and implementation. The City was using Eden software to track building inspection and permit activities. With this system discontinuing in the coming years, the City sought to replace this system with a new one that will meet both its current and future needs.</p>	08/2020 – Present
City of Largo, FL	<p><i>Permit Fee Study</i></p> <p>The City of Largo engaged BerryDunn to conduct a Community Development Department Cost of Service and Fee Study project, related specifically to building permits and inspections, and planning and engineering support. The focus of the project was to review all revenue generated from fees for permits and services provided by the Community Development Department – Building Division and the identified expenses associated with providing all</p>	03/2022 – Present

Client	Worked Performed	Dates
City of Leander, TX	<p>services and to calculate percentage of full costs recovered delivering services at current fee levels.</p> <p><i>Development Process Review</i></p> <p>The City of Leander engaged BerryDunn to solicit feedback from the development community regarding its services, review development service processes, prepare a SWOT analysis based on industry best practices and community feedback, and provide recommendations. Areas of focus include plan submittals, design standards, design and engineering review, permitting, inspections, code of ordinances, and closeout procedures.</p>	01/2022 – Present
City of Philadelphia, PA	<p><i>Municipal Street Addressing Process Review, C.JIS Active Directory Audit, Philadelphia Water Permit Tracking Replacement System</i></p> <p>BerryDunn has worked with the City on multiple projects, including:</p> <ul style="list-style-type: none"> ▶ An analysis of property-based information systems and workflows to improve the collection, maintenance, and distribution of current and accurate property data across all City agencies ▶ An assessment of existing Right of Way and Code Violation Notice systems for the Streets Department, including development of as-is process diagrams and functional requirements ▶ An assessment of existing permit tracking system for the Water Department, including development of as-is process diagrams, functional requirements, and to-be process diagrams 	<p>08/2015 – 12/2015</p> <p>04/2015 – 11/2015</p> <p>05/2019 – 02/2020</p>
City of Plano, TX	<p><i>Building Inspections Process Improvement Project and Development Services Solution System Selection Project</i></p> <p>BerryDunn is currently assisting the City's Building Department with a process review and improvement project. This project involves documenting existing processes and engaging external stakeholders to understand their involvement with City permitting processes and to identify opportunities for improvement.</p>	09/2021 – Present

Client	Worked Performed	Dates
City of Puyallup, WA	<p><i>As-Is Business Process Diagramming for Community Development Functions and Implementation Project Oversight</i></p> <p>Our team provided to-be process mapping and contract negotiation assistance between the City and its chosen permitting vendor and provided project oversight during the implementation.</p>	02/2020 – Present
City of Richland, WA	<p><i>Community Development Business Process Review</i></p> <p>BerryDunn worked with the City to review and assess community development services and asset management business processes.</p>	11/2020 – 02/2021
City of Rockville, MD	<p><i>Business Process Mapping, Analysis, and Training</i></p> <p>Our team provided workflow mapping consultant services, focusing on Service Requests/Work Orders, Asset Management, Regulatory Inspections, and Licensing Processes.</p>	07/2018 – 03/2019
City of Tucson, AZ	<p><i>Permitting System Implementation; Cost of Service Study; and Fee Schedule Redesign</i></p> <p>Following selection of the preferred software system, EnerGov, we conducted a cost of service study focused on the City's Planning and Development Services Department (PDSD), Department of Transportation (TDOT), Building Department, and Fire Department.</p> <p>We are currently assisting the City with an EnerGov implementation project as well as a fee schedule redesign. As part of an environment assessment phase, we facilitated a series of meetings with the current external stakeholders, including but not limited to: builders, contractors, real estate agents, and neighborhood associations. A key task of the fee schedule redesign has included benchmarking Fire, TDOT, and PDSD fees against five peer cities.</p>	12/2018 – 01/2021
City of Tucson, AZ	<p><i>Planning and Development Services Vision 2024 Strategic Planning Project</i></p> <p>The City of Tucson retained BerryDunn to conduct an independent analysis of PDSD and development of its 2024 Vision, with the City's new permitting system playing a key role in the analysis. The resulting roadmap will include recommendations based on best</p>	07/2021 – Present

Client	Worked Performed	Dates
City of Wilmington, NC	practices in policy, process, and level of service, funding, technology, and personnel. The roadmap should also account for possible the barriers and challenges to implementing recommendations. <i>EnerGov Implementation Project Management</i> To assist the City in selecting and implementing an enterprise system, including planning, permitting, code enforcement, and inspections as functional areas, BerryDunn conducted a current environment needs assessment, defined requirements, developed an RFP, facilitated selection activities, and guided contract negotiation. Our team is currently assisting with the implementation of the City's chosen system, Tyler Technologies EnerGov.	02/2019 – Present
Town of Longboat Key, FL	<i>Comprehensive Fee Study</i> The Town of Longboat Key engaged BerryDunn to lead a comprehensive user fee study for the Building and Fire Prevention Departments. Activities included on-site interviews with staff from each department, with a focus on documenting the current fee environment and providing recommended changes via cost model for the future state. The final report was presented to the Town Commission.	08/2018 – 03/2019
Town of Yarmouth, ME	<i>Community Facilitation/Public Engagement Services</i> The Town of Yarmouth engaged BerryDunn to assist its Department of Planning and Development in the development of a vision statement. The scope includes facilitating public meetings, developing outreach strategies and events, developing its vision statement, and presenting to the Town Council.	05/2022 – Present
Town of Wells, ME	<i>Permitting Process Review</i> The Town of Wells engaged BerryDunn to conduct a review of current permitting processes. This project involved engaging Town staff and members of the development community. The result was a final presentation of recommendations for improvement to Town leadership.	09/2017 – 02/2018
Village of Schaumburg, IL	<i>Permitting and Inspections Operational Study</i> The Village of Schaumburg engaged BerryDunn to complete a permitting and inspections operational	02/2021 – Present

Client

Worked Performed

Dates

study of its Community Development Department. The purpose of the study is to identify opportunities to improve the efficiency and effectiveness of permit services provided to external customers. The study came about to address sporadic and ongoing concerns expressed by customers and elected officials regarding village regulation and processes as well as a desire for continuous improvement.

Our Commitment to the State

As a New England-based firm, we are deeply committed to serving the State and its neighbors. In fact, we have conducted more than 100 projects for local and state government agencies, colleges, and universities across the region. Further, our firm has locations in Glastonbury and Hamden, Connecticut, as well as several other locations throughout New England. The breadth and depth of our local experience, resources, and office locations strengthen our ability to provide responsive services to local government clients in the State and beyond, as well as understand the challenges and opportunities that exist across the associated public-sector landscape. Further, one of our proposed subject matter experts has worked in the State's local government landscape overseeing the same functions as what is requested by the City on this initiative.

Below, we list many of our State-specific, public-sector clients.

City of Norwalk

City of Waterbury

Connecticut Department of Children and Families

Connecticut Department of Public Health

Connecticut Department of Social Services

Southern Connecticut State University

Town of Greenwich

Town of Manchester

University of Saint Joseph

Wesleyan University

Tab 5. References

Below, we provide three references for whom we provided similar services. We are happy to provide additional information upon request.

Village of Schaumburg, Illinois

Permitting and Inspections Operations Study | 02/2021 – 09/2021

Contact Information

Julie Fitzgerald, Community Development Director	<i>Address</i>
Tel: 847-923-3867	101 Schaumburg Court
Email: jfitzgerald@schaumburg.com	Schaumburg, IL 60193

City of Attleboro, Massachusetts

Development Review Process Improvement Services | 11/2021 – Present

Contact Information

Catherine Feerick, Economic Development Director	<i>Address</i>
Tel: 508-223-2222	77 Park Street
Email: catherinefeerick@cityofattleboro.us	Attleboro, MA 02703

Travis County, Texas

Consultation Development Review Process and Fees | 12/2020 – 01/2022

Contact Information

Anna Bowlin, Director of Development Services	<i>Address</i>
Tel: 512-854-7561	700 Lavaca Street
Email: anna.bowlin@traviscounty.gov	Austin, TX 78701

Appendix A. Resumes



Kevin Price, MPP,
PMP®, Prosci® CCP
Project Principal

Education and Certifications

Masters, Public Policy
and Management,
Concentration in
Financial
Management,
University of Southern
Maine

BA, Economics and
Political Science,
University of Maine

Project Management
Professional® (PMP®),
Project Management
Institute®

Prosci® Certified
Change Practitioner

Lean Six Sigma Green
Belt Certified

Professional Affiliations

City of Westbrook, ME
Recreation and
Conservation

Commission –
Member, 2021 – 2023

City of Westbrook, ME
Sewer Commission –
Member, 2021 – 2023

Kevin Price leads BerryDunn's Community Development and Utility Operations Practice, assisting local government clients with business process improvement, fee analysis, system selection, and implementation projects. A certified Project Management Professional® (PMP®), he has extensive experience in assessing the business needs and processes of municipal clients for permitting, inspections, planning, code enforcement, and land management functions. Kevin is also a Lean Six Sigma Green Belt, allowing him to continuously define, measure, analyze, improve, and control projects and environments for his clients.

Project Experience

Local Rapid Recovery Plan Program, Massachusetts Department of Housing and Community Development – Principal and Engagement Manager

Business Process Review Services, Travis County Transportation and Natural Resources, Texas — Principal and Engagement Manager

Business Process Mapping and Improvement of Right of Way Coordination and Management, City of Boston Public Works Department – Engagement Manager

Development Process Review, City of Leander, Texas – Principal

Permit Tracking Replacement System, City of Philadelphia Water Department, Pennsylvania – Engagement Manager

Municipal Street Addressing Process Review, City of Philadelphia, Pennsylvania – Project Manager

Electronic Plan Review Audit, Selection Assistance, and Implementation Oversight, City of Frisco, Texas – Engagement Manager

Permit Software Needs Assessment and Procurement Consulting Services, City of Irvine Community Development Department, California – Engagement Manager

Key Focus Areas

Process Analysis and Improvement: Kevin has assisted BerryDunn clients with process improvement projects as part of system replacement projects and as standalone projects. Kevin has previously led the process improvement projects with the Cities of Rockville, Maryland; Alexandria, Virginia; Philadelphia, Pennsylvania; and Frisco, Texas. He also led the mapping of Community Development and Utility Operations processes for the City of Richland, Washington.

Project Management: Kevin has managed system selection and IT strategic planning projects for some of BerryDunn's most complex local government clients. He previously managed BerryDunn's Municipal Street Addressing and Right of Way Permitting and Code Violation System Assessment Projects for the City of Philadelphia.



Keri Ouellette,

AICP, MCRP
Project Manager

Education

Masters of City and
Regional Planning
(MCRP), Georgia
Institute of Technology

BA, Urban Studies
and Architectural
Studies, Connecticut
College

American Institute of
Certified Planners
(AICP)

**Professional
Affiliations**

APA Northern New
England Chapter

American Planning
Association (APA)

Keri Ouellette has spent 15 years of her career in local government permitting, inspections, and land development departments. From smaller cities (Portland, Maine) to large city agencies (New York City), Keri brings deep knowledge of policy development and the complex issues municipalities face in addressing growth and managing enforcement. She augments this knowledge with strong technical literacy in the technology that supports permitting and planning, as Keri pioneered system modernizations in her positions with multiple municipalities.

Project Experience

Comprehensive Plan Development, City of Bangor, Maine – Project Manager

Local Rapid Recovery Plan Program, Massachusetts Department of Housing and Community Development – Lead Planner

Development Services Business Process Improvement Consulting Services, City of Chelsea, Massachusetts – Business Analyst

Business Process Review Services, Travis County Transportation and Natural Resources, Texas — Business Analyst

Permitting System Implementation Assistance, City of Wilmington, North Carolina – Business Analyst

Other Relevant Experience

City of Portland, Maine: As the permitting manager for the City of Portland, Maine, Keri oversaw the entire permitting process from intake through inspection completion for all construction permits and also managed enforcement of City codes and ordinances. During her tenure, Keri managed the implementation of a modern online permitting and records management system. She was integral in the technical pieces such as system customization and conducting quality assurance testing while leading the business processes to support the systems, like training staff and establishing workflows.

Key Focus Areas

City Planning: Keri evaluated development applications and zoning and environmental reviews for the Planning, Zoning, and Architectural Review Boards for the Town of Eastchester, New York. She modernized the technology environment by implementing the use of GIS to prepare maps for planning analysis. Her work also involved community-based research around policy issues, and she drafted local laws related to zoning, housing, urban design, and environmental management.

Program Coordination and Management: Keri held the positions of program coordinator and senior program manager for the New York City Department of Housing Preservation and Development (HPD), Division of Building and Land Development Services. She was responsible for coordinating and planning services related to HPD's loan programs for both new construction and preservation of affordable housing.



Khara Dodds,

AICP, MCRP

*Business Analyst and
Subject Matter Expert*

Education

Masters in City and
Regional Planning
(MCRP), Rutgers
University

BA, Urban
Studies/Africana
Studies, Rutgers
University

American Institute of
Certified Planners
(AICP)

Professional Affiliations

American Planning
Association (APA)

APA Texas Chapter

Texas Association of
Development
Corporations

Khara Dodds is a senior consultant in BerryDunn's Local Government Practice Group and has more than 13 years of leadership experience and 20 years of experience in planning and community engagement. She has led various departments in planning and land use services, economic development, code enforcement, and inspections services, most recently the Towns of Prosper, TX and Glastonbury, CT. She empowers communities, impacts lives, and makes a difference in her work and she leverages her experience in city and regional planning to assist clients as they move forward in their endeavors.

Relevant Experience

Town of Prosper, Texas: As the Director of Development Services, Khara led the Planning, Health/Code Compliance, and Building Inspection Divisions through multiple strategic planning initiatives focused on improving town operations and procedures.

Town of Glastonbury, Connecticut: Serving as Director of Planning and Land Use Services, Khara oversaw four divisions, including the Offices of Health, Fire Marshall, Building Official/Zoning Enforcement, and Planning. She also led the Community Development Department through the COVID-19 pandemic, resulting in major shifts in department services with many business practices and procedures being transformed to digital processes.

Key Focus Areas

Planning and Development: Through leadership roles in departments in development, planning and land use services, and economic development, Khara has worked to implement initiatives to improve quality of life for residents and businesses within communities. A key project example is the creation of a vision for future development of the Dallas North Tollway, a primary thoroughfare in Prosper, TX. She has also completed major city initiatives, including a Capital City Parks Master Plan and Downtown North Master Plan for the City of Hartford, CT.

Leadership: Khara has assisted clients in the development and adoption of new ordinances and codes, participated in the annual budget process and educational improvement initiatives, and served as a liaison to various stakeholders. She successfully led the Town of Glastonbury's Sustainable CT certification, earning the Town a Silver Certification (the highest level and designation); coordinated the review process of securing land use approvals; and worked with underserved neighborhoods on improvement and revival.

Process Improvement: Khara has managed the plan review process of large-scale development projects and helped ensure coordination with staff and board/commission members. In addition, she has initiated the planning process for affordable housing; collaborated with stakeholders to develop incentive programs; negotiated policy and map amendments on behalf of municipalities in the state planning process; and prepared local planning documents including development studies and annual planning reports.



Jesse Myott, MA
Subject Matter Expert

**Education and
Certifications**

AS, Champlain
College
BA, History, University
of Rhode Island
MA, History, San
Francisco State
University

**Professional
Affiliations**

California Society of
Municipal Finance
Officers (CSMFO)
Municipal
Management
Association of
Northern California
(MMANC)

Jesse Myott brings nearly a decade of public-sector experience, focusing on supporting municipalities with operating and capital improvement budget development and management; special fund accounting, revenue and expenditure forecasting; customer valuation; and cost of revenue analyses for municipal programs and services.

Project Experience

- Permit Fee Study**, City of Largo, Florida – Project Manager
- Business Process Review Services**, Travis County Transportation and Natural Resources, Texas — Subject Matter Expert
- Local Rapid Response Planning**, Massachusetts Department of Housing and Community Development – Subject Matter Expert
- Citywide Fee Study**, City of Villa Park, CA – Project Manager
- Development Services Business Process Improvement Consulting Services**, City of Chelsea, Massachusetts – Business Analyst
- Building and Development Fee Study**, Manatee County, Florida – Project Manager
- Needs Analysis and Financial System Selection Assistance**, Waste Commission of Scott County, Iowa – Engagement Manager
- Needs Analysis and Financial System Selection Assistance**, Waste Commission of Scott County, Iowa – Business Analyst
- Building Fee Study**, City of Gainesville, FL — Project Manager

Key Focus Areas

Process Analysis: Jesse is an experienced municipal finance and management professional with nearly a decade of experience serving in many areas of local government both as an analyst and in management roles. His municipal business process knowledge extends through city administration, public works, water delivery and waste collection services, solid waste collection, public safety, economic development and redevelopment, library and recreation services, human resources, capital improvement program development, facility planning, compensation and benefits analysis, and citywide operating budget planning, monitoring and delivery.

Fee Studies: Jesse has authored highly complex and sensitive fee studies, created detailed subsidy analyses, developed cost recovery models, and water and sewer rate setting models for a number of municipalities in the San Francisco Bay Area, California and Boston, Massachusetts area.



Alison Tobey, MA
Business Analyst

**Education and
Certifications**

MA, Global Policy and
International Affairs,
University of Maine

BA, Journalism,
University of Maine

Alison Tobey is a consultant in BerryDunn's Local Government Practice Group and brings her passion for helping others to her work. Her prior consulting experience lends to this desire and has afforded her the opportunity to help clients connect with stakeholders; to assist clients in preparing for conventions; and to better understand the current markets and competitors. She cares about what she does, and she leverages her skills in every situation to better assist clients.

Key Focus Areas

Communication: Alison's experience as a journalist afforded her the opportunity to enhance her written and verbal communication skills. Alison has also designed and built two social media campaigns and spearheaded content creation to help build a better cohesive social media strategy, and she developed content based on research at the University of Maine to assist the Vice President of Research and Dean of the Graduate School.

Content Development: Alison's prior experience includes working with The Cohen Group (TCG), a consulting firm in Washington, DC. She worked on multiple projects, both short and long term, with senior consultants. This included, but was not limited to, developing prep packets that provided background knowledge for clients and expanding written and digital products for clients, including PowerPoint briefs, market research, trip books, and draft outreach notes.

Research and Analysis: Studying internal relations with a concentration in security and foreign policy, Alison has the necessary analytical and professional skills to deal with pressing local and global challenges. She has provided support and led primary research and analysis on a diverse array of topics to meet client requests and needs. In addition, Alison has leveraged her research and analytical skills to successfully curate content for the media allowing her to write thorough, well-developed articles.

Appendix B. Requested, Negotiable Exceptions

Listed below are two requested, negotiable exceptions to the City's provided terms and conditions. We believe in being fully transparent about any potential conflicts at the time of proposal. To this end, we have our Compliance Team perform a thorough review. As consultants focused on government clients, we are aware of the limitations on exceptions and additional constraints. If selected for this project, we fully expect to work with the City to reach an agreement on these terms that is fair and beneficial to both parties.

Page 19, Section 17(a): BerryDunn has a robust professional liability policy for acts or omissions of BerryDunn, our agents, employees, and subcontractors. This policy contains language within it that states that it will not apply if BerryDunn takes on additional liabilities under contract, such as the agreement to indemnify a client for its own negligence. To help ensure that our clients have the protection of this policy, as requested by this RFP, we ask to use the following language instead, which we believe is fair to both parties:

The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client against damages, liabilities and costs arising from the negligent acts of the Contractor in the performance of professional services under this Agreement, to the extent that the Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibility between the Contractor and the Client. The Contractor shall not be obligated to indemnify the Client for the Client's own negligence.

Page 19, Section 17(B), and Page 20: As is industry standard, we cannot name a client as an additional insured on our Professional Liability or Workers' Compensation policy but may list them as a certificate holder.

REQUEST FOR QUALIFICATIONS
with **SEALED PRICE PROPOSAL**

COX02923A

BUILDING PERMITTING PROCESS ANALYSIS



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

2PM, WEDNESDAY, OCTOBER 12, 2022

COX02923A

Building Permitting Process Analysis for the City of Bridgeport CT

Sealed submissions for a comprehensive review of the **Building Permitting Process for the City of Bridgeport** will be received by the **Department of Public Purchases, 999 Broad Street, 2nd Floor, Bridgeport, CT 06604** until **2:00 p.m. on Wednesday, October 12, 2022**

The City of Bridgeport is seeking proposals from qualified firms to provide an independent process analysis and review of the City's current overall building permitting process. Each qualified respondent is to provide a submission along with a SEALED price proposal in conformity with the terms of this Request for Qualifications with Sealed Price Proposal, herein referred to as *RFQ/P* by the deadline of 2pm, Wednesday, October 12, 2022. The respondent selected by the City, pursuant to the terms of this *RFQ/P* & the City's contracting procedures, is referred to herein as the *Contractor*.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

All Contractors located or owning property in the City of Bridgeport shall assure that all real and personal property taxes are paid.

It is hereby understood, agreed, and acknowledged that upon award of the successful respondent, the undersigned shall be bound and obligated to perform for the City of Bridgeport in accordance with the Terms, Obligations, Conditions, and Specifications as set forth in this *RFQ/P*. Any changes, revisions or alterations of the Terms, Conditions, and Requirements herein shall deem this document to be null and void.

The successful awardee will enter into a professional services agreement approved by the Office of the City Attorney.

RFQ/P SPECIFICATIONS

INTRODUCTION

The City of Bridgeport (City) is seeking a qualified firm to provide an independent process analysis and review of the City's current building permit process. Departments involved in the process include Building Department, Zoning Department, Engineering Department, Fire Marshall, License & Permitting Division, Housing Code Division, Environmental Health Division, Anti-Blight Division, and Parks Department.

GENERAL PROJECT OVERVIEW

The City of Bridgeport strives to provide a very high level of service and ease of process for its citizens, businesses, and development communities.

The City has identified the need for a comprehensive permitting process analysis with an intentional goal to improve development services efficiency and enhance the internal and external customer experience. The city is seeking a qualified consulting firm to provide an independent analysis relative to the city's current permitting process.

The process of mapping and analysis desired is multidisciplinary and will require coordination across several departments and functions within the City. The City is open to discussion with the successful respondent about the order and sequence of the specific processes for process mapping, analysis, and recommendations for improvement, including easing the process of some homeowner applications i.e., fence permit.

The City desires a review, including but not limited to, current organization, management, policies, and processes as they relate to the components of development proposals, intra departmental consultation, plan review, permitting, inspection and code enforcement, which is required for all public and private development related projects.

The successful respondent will conduct an operational analysis of and provide recommendations for improvements in efficiency and customer service among numerous processes and areas of service within the permitting process.

The City ultimately expects a final report that includes a summary of the analysis undertaken, relevant data and specific recommendations regarding operational procedures, policy, management, and resources to include, staffing, technology resources, and facilities enhancements for the City to consider and potentially implement.

GENERAL OVERVIEW OF THE CITY

The City of Bridgeport is in Fairfield County and is approximately 60 miles east of New York City on the northern shore of Long Island Sound. With a 2020 US Census population of 145,014 residents Bridgeport is the largest city in the State of Connecticut. The City is part of the New York combined statistical area and is the fifth largest city in New England.

Bridgeport has a Mayor-Council form of government. There are 20 council members: two council members from each of the ten districts.

The City has a Police Commission, Fire Commission, Ethics Commission, Historic District, Planning and Zoning, Zoning Board of Appeals, Board of Public Purchases, Bridgeport Housing Authority, Parks Commission, Library Board, Board of Education, and the Water Pollution Control Authority. Each section of the City has an NRZ executive board which meets once a month with residents and local business leaders.

BACKGROUND

The City strives to work collaboratively with its citizenry, development community, and related City departments to review all development proposals and then present them to the appropriate agency for consideration, to prepare comprehensive plans, master plans, and strategic plans for future development consideration, and to permit, inspect and approve development improvement projects within the community.

City of Bridgeport staff that participates in the City's development services are responsible for plan review and permitting and the inspection of development projects to ensure compliance with various federal, state, and local regulations, ordinances, and standards, including ADA Accessibility compliance. Development service provider staff consists of Engineers, Planners, Zoning Officials, Building Officials, Site Inspectors, and Administrators in multiple departments within the City.

The City's focus on development activity for construction development proposals includes system resources dedicated to enforcing zoning compliance, site compliance, State stormwater compliance, Federal flood zone compliance, State building code (Building, Plumbing, Mechanical, Electrical) compliance, State Fire Code compliance, and the oversight of various infrastructure maintenance and improvement for public projects within the city limits. These systems are all complex and involve many regulatory requirements and coordination with various state and local agencies.

The City's Building Division has distinct responsibilities in the permit and inspection processes of construction development. They are responsible for oversight of construction development, which includes the issuance of building permits and the provision of field inspections to determine compliance. Other staff members, housed in the Planning Division (zoning, site, and design compliance), the Parks and Recreation Department (landscaping/site compliance), the Fire Marshall's office (Fire Code compliance), and the Public Works Department (Engineering Division-environmental, civil site and traffic compliance), assist with this process.

BACKGROUND *cont.*

Planners administer the Subdivision Ordinance, receive applications, issue permits, and provide plan review services to ensure compliance with the Boards and Commission Conditions and Approvals and the Land Management Ordinance.

Zoning Officials provide plan review and inspection services to ensure compliance with the Land Management Ordinance and compliance with the Boards and Commission Conditions and Approvals.

Engineers provide plan review, inspection, design, and project management services for transportation, storm water management, water and sanitary sewer plans, traffic management, and erosion/sediment control. These functions are performed to ensure compliance with the Land Management Ordinance, City engineering standards and State Agency requirements.

Building Officials provide administration, receive applications, issue permits, and provide plan review and inspection services to ensure compliance with State Building Code requirements.

Fire Marshal staff receive applications, issue permits, and provide plan review and inspection services to ensure compliance with State Fire Code requirements.

During site construction, the Engineers and Site Inspectors provide inspection services to ensure projects are built in compliance with approved plans, City ordinances, and applicable standards. These staff are responsible for coordination of site-related City Code requirements during construction, and in conjunction with the City's building permit process toward an eventual hold or release of a certificate of occupancy.

In addition, there are other City agencies that provide plan review, development review and inspection services through the building permit process. These services are primarily administered by the Building Department staff, Zoning staff and Fire Marshal staff.

SCOPE OF SERVICES

OVERVIEW

The City is seeking assistance from an experienced firm to conduct a comprehensive and objective review of the City's development review, permitting and inspection processes and procedures. The selected firm will be responsible for conducting the review from various perspectives (developer, contractor, citizen, neighborhood, etc.) to ensure the city provides a fair and predictable environment for development which results in timely decision-making, informs, and protects neighborhoods and leads to high-quality development. In addition to an analysis of the existing processes, the selected firm should engage various stakeholders, including staff and elected officials, through a variety of means (i.e., stakeholder interviews, focus groups, customer surveys, etc.) to identify public perceptions, expectations, as well as experiences and outcomes.

The final deliverables should highlight aspects of the existing development review and permitting systems that work well and pinpoint areas that need improvement, including an assessment of departmental culture as it relates to customer service. Recommendations should provide a roadmap for making needed improvements including, but not limited to, operations (including any staffing level changes and/or reorganization necessary to implement recommended changes), technology, customer service, communication, and emerging trends. Additionally, an evaluation of the need and desirability of a Development Service Center (one stop shop) considering the significant shift to online permitting (80%). A financial analysis and cost projections should also accompany all recommendations.

SCOPE OF SERVICES *cont.*

ANTICIPATED DELIVERABLES

Services required for this project shall include, but not be limited to:

- Engagement with key staff to:
 - Clarify project goals.
 - identify special issues to be considered.
 - identify staff required to participate.
 - identify staff responsibilities and accountability.
 - identify supervisor roles and responsibilities.
 - identify department head role and responsibilities.
 - identify all permitting process issues.
 - Final deliverable to include potential cost impact of each recommendation

- Engagement with staff to discuss the process analysis.
- Documentation, analysis and assessment of the existing organizational structure and staffing levels.
- Documentation, analysis and assessment of the existing land management policies and ordinances and recommendations to facilitate improvement.
- Recommendation of optimal organizational structure and staffing levels required to implement final organization, management, and process/procedure recommendations.
- Documentation, analysis and assessment of existing processes and procedures.
- Development of a narrative description and process map of the current processes.
- Identification and recommendation for the elimination of any redundant or unnecessary steps found in the workflow for each process.
- Identification and documentation of existing processes and procedures that work well and should remain in place.
- Identification and recommendation of relevant technologies (software, hardware, and data management) to facilitate improvements to processes, procedures or required staff training.
- Presentation of findings and recommendations to the city project team and City Council.
- Written progress reports at agreed upon intervals.
- A narrative description and process map of the recommended organization, staffing, processes, and procedures.
- A report that contains a Process Improvement Plan, to include a narrative description and a process flow diagram (business flowchart).
- Final deliverable to include potential cost impact of each recommendation.

SCOPE OF SERVICES *cont.*

MINIMUM QUALIFICATIONS

Demonstrated experience and knowledge of Connecticut State Statutes as they relate to Zoning, Building, Engineering, Fire Marshall, PZA, ZBA, Historic Districts, WPCA, Housing Code, and Environmental Health. And/or proven experience performing similar work in a city of similar size with no less than 50,000 residents.

Firms responding to this RFQ/P must have a track record of performing process improvement studies specific to municipal development review, permitting, and building inspections programs. Including revitalization specific assignments.

Firms shall provide examples of relevant projects, qualifications of key personnel that will be assigned to the project, the plan/approach, schedule, **SEALED** cost to meet the Scope of Services and provide a minimum of three (3) references for whom similar services have been provided.

SUBMISSION REQUIREMENTS

The response to the RFQ/P should include the following:

Table of Contents: Identify contents by tab and page number.

TAB 1 - Letter of Interest:

- a. The respondent's understanding of the work to be performed specifically related to the City's requirements to analyze and improve current processes, procedures, and ordinances. Respondent's knowledge of Connecticut State Statues and City ordinances.
- b. A positive commitment to perform the services.
- c. The names of key persons, representatives, project managers who will be the main contacts for the City relative to this project.

TAB 2 - Team Qualifications:

- a. Qualifications, knowledge, and experience of the Principal, Project Manager, and professional staff assigned to this project.
- b. The overall team capacity, balance, and organization.
- c. Assessment of the availability and ability of the Project Manager and key personnel to perform the project scope in a timely manner.
- d. The consultant's ability to become familiar with processes, procedures, and ordinances of the City.
- e. Sub-consultant's and/or sub-contractor roles and responsibilities clearly outlined, including deliverables.

SCOPE OF SERVICES *cont.*

TAB 3 – Project Approach, Scope, Deliverables: Clearly define the program offered and your method of approach, as well as the resources assigned to include, but not be limited to, the following elements:

- a. Consultant's approach to project /overall methodology.
- b. Consultant's understanding of overall project and proposed timeline to the project within each major element defined in the Scope of Services.
- c. The proposed workflow, schedule, and internal organization as it relates to Consultant's ability to produce deliverables.
- d. Clearly defined tasks, deliverables and schedule presented in a format that can be easily translated into the scope of services.
- e. Customer and staff engagement.
- f. Detailed summary timeline for completion.

TAB 4 – Proven Performance:

- a. Detailed information regarding completed similar projects for development review, permitting and inspections programs.
- b. Information regarding the success of implementation of project recommendations.
- c. Working relationships with previous clients.
- d. Job satisfaction expressed by previous clients, and the firm's ability to work well with organizations and project teams of a similar composition and nature to the City of Bridgeport.

TAB 5 – References:

- a. A minimum of three (3) references, preferably from other public entities, for whom you have provided similar services of similar size, and socioeconomic status. Include the name of entity, contact person's names, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided.
- b. Include references specifically dealing with permitting processes.

SEALED COST PROPOSAL

A Sealed Cost Proposal for Professional Services, as addressed in this RFQ, must be submitted, and will be opened separately from the other submitted required response documents.

The sealed cost proposal shall provide one-time fees as requested for the entire project. Proposal prices shall not include federal, state, and local taxes. Pricing must be all-inclusive, as no additional charges will be allowed except for additional services as requested by the City, if any. There will be no additional reimbursement for travel time or expenses, telephone costs, copying costs, etc.

SELECTION COMMITTEE

There will be a selection panel of between 3-5 persons, consisting of one or more representatives from the CAO's Office, one or more representatives from the City's ITS Department, one or more representatives from the Labor Department, and one or more representatives from the City's Office of Planning and Economic Development. The selection committee will be evaluating the factors as described in the specification of this RFQ/P.

EVALUATION CRITERIA/INTERVIEWS

A selection committee will review and evaluate all submissions. After the evaluation, the committee may conduct interviews with the most qualified respondents before final selection.

Submissions will be evaluated on the following criteria:

Evaluation Criteria	Points
Project understanding, proposed approach, accuracy, overall quality, thoroughness, and responsiveness to the City's requirements as summarized herein	40
Experience, team qualifications with staffing studies of cities of similar size	40
Staff and availability of resources	10
Time to complete project	10

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:

COX02923A – BUILDING PERMITTING PROCESS ANALYSIS

Send your submissions to:

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

**RFQ/P (RFQ with sealed Price Proposal) submissions are due:
2:00 PM, Wednesday, October 12, 2022**

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.

TENTATIVE RFQ/P TIMELINE

RFQ/P Issued	September 14, 2022
Question submission deadline	September 28, 2022
Answers to questions deadline	October 3, 2022
RFQ/P RESPONSES DUE	October 12, 2022
Interviews to occur if necessary	Week of October 17, 2022
Select preferred vendor	Week of October 24, 2022
Presentation to the Board of Public Purchases	November 9, 2022
Commence negotiations with preferred vendor	TBD
Submit for City Council Approval	TBD

CITY RESERVATION OF RIGHTS

The City reserves its rights to reject any or all responses or any portion thereof that it may determine to be in its own best interests, for whatever reason.

PROFESSIONAL SERVICES AGREEMENT

Permitting Process

THIS AGREEMENT between the parties dated the ___ day of ____, 2022 (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 45 Lyons Terrace, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

WHEREAS, the City advertised a Request for Qualifications with sealed Price Proposals ("RFQ/P") on ____, 2022 for the purpose of reviewing the permitting and operational efficiency of the Building Department such RFQ is attached hereto as **Exhibit A**;

WHEREAS, the Consultant submitted responsive documents on ____, 2022, which are attached hereto as **Exhibit B**; and

WHEREAS, the Board of Public Purchases reviewed the solicitation and selection process at their meeting on November 9, 2022, **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 General Funds 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 **December 31, 2022**, 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. The City may extend the Contract for up to **one (1) additional 3-month terms, for a maximum term of six months**. The City is not obligated to extend the Contract.

3. Contract Time. The initial Assessment shall be due on or before December 31, 2022. The City will have 15 days to review the initial Assessment and provide feedback to the Consultant during which time the City and the Consultant shall meet to discuss the initial Assessment. Consultant shall complete the final assessment the earlier of January 31, 2022, 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) Pandemic Restrictions. Limitations relating to such shall follow local Health Department guidelines.

(d) 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.

(e) 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.

(f). 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 Project Manager as requested 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 **General Funds**. 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 to be determined.

(b) Payment. The Consultant will submit invoices to the Project Manager 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 Project Manager 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.

11. Remedies & Liabilities.

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

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

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

If to the City:

Chief Administrative 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: _____
Joseph P. Ganim
Mayor

CONSULTANT

By: _____
Name:
Title:
duly-authorized

Exhibit A

Requests for Qualification and Submissions

Exhibit B

Consultant's Proposal

Exhibit C

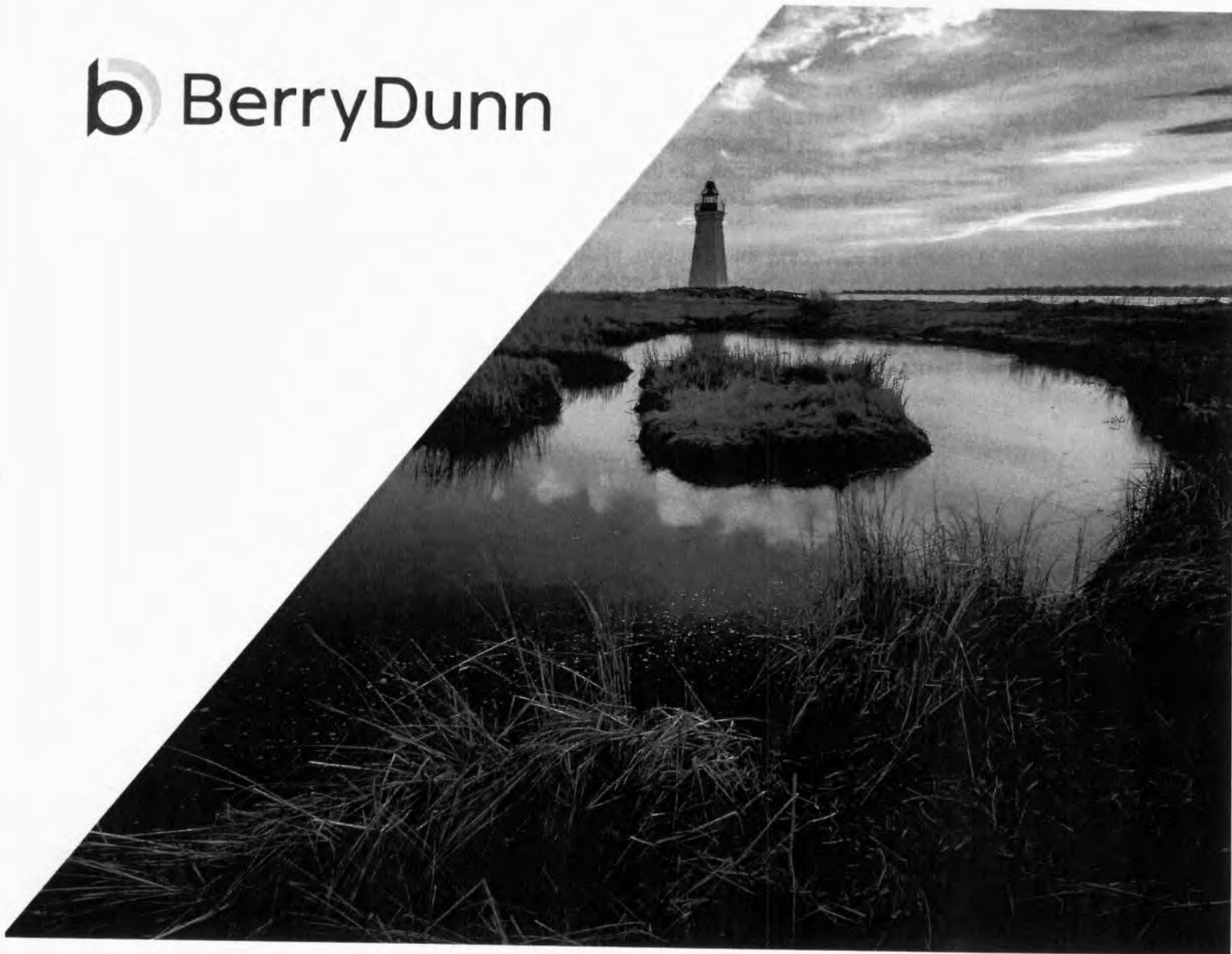
Scope of Work

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.



COST PROPOSAL

City of Bridgeport

Building Permitting Process Analysis
Request for Qualifications COX02923A

BerryDunn
2211 Congress Street
Portland, ME 04102
207.541.2200

Kevin Price, Project Principal
kprice@berrydunn.com

Keri Ouellette, Project Manager
kouellette@berrydunn.com

Submissions Due
October 12, 2022 | 2 p.m.

berrydunn.com

October 12, 2022

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

Dear Lisa Farlow:

On behalf of Berry Dunn McNeil & Parker, LLC (BerryDunn), I would like to thank you for the opportunity to submit this **cost proposal** in response to the City of Bridgeport's (the City's) Request for Qualifications (RFQ) No. COX02923A for Building Permitting Process Analysis. We have read the City's request, and we have reviewed its terms and conditions and the contents presented therein. Our proposal will remain effective for 120 days from the submission deadline of October 12, 2022.

BerryDunn is a nationally recognized independent management and IT consulting firm founded in 1974 and headquartered in Portland, Maine with more than 100 clients in the New England region and two office locations in the State of Connecticut (the State). Focused on inspiring organizations to transform and innovate, we are a stable and well-established firm that has preserved our core values and reputation for excellence throughout our 48-year history. Our firm's culture is centered on a deep understanding of our clients' commitment to serving their internal and external stakeholders alike. The human aspect of projects can often be forgotten in the maze of regulatory changes and legal requirements with which counties, cities, and departments must comply. BerryDunn proudly tailors each of its projects to recognize the work our clients do every day. ***We care about what we do, and we care about the people impacted by our work***—including those associated with the City and those impacted by its development review, permitting, and inspection processes and procedures.

As a principal in our Local Government Practice Group and leader of our Community Development and Utility Operations Practice, I am authorized to bind BerryDunn to the commitments made herein. I can also positively commit that if chosen to partner with the City on this initiative, we will perform all requested services. **That said, please consider me your primary point of contact should the City have any questions or updates during the evaluation process.**

Sincerely,



Kevin Price, MPP, PMP®, Prosci CCP®, Principal
207-541-2379 | kprice@berrydunn.com

Sealed Cost Proposal

Below, we present our fixed-fee, all-inclusive costs for performing the City's requested services. These fees are based on our experience conducting projects of similar size and scope, and the assumption that satisfying a deliverable is based on the City's signed acceptance. That said, the City will not incur any additional costs associated with the process of reaching deliverable acceptance.

These costs do not include federal, state, or local taxes. We understand that no additional charges will be allowed except for additional services as requested by the City, if any.

Phase	Cost
Phase 0: Project Management	\$8,120
Phase 1: Fact Finding	\$34,220
Phase 2: Assessment and Recommendations	\$42,280
Total	\$84,620

BPP APPROVED:
COX02923A
BLDG PERMITTING PROCESS
ANALYSIS
Berry Dunn

laf



**CITY OF BRIDGEPORT
BOARD OF PUBLIC PURCHASES
MEETING AGENDA**

4:15PM | Wednesday, November 9, 2022, via ZOOM

Purpose of BPP: Advises the City concerning the affairs of the Office of Public Purchases, approves City's annual Purchasing Policy Statement, approves all procedural rules and regulations, and hears appeals from the decisions of the Purchasing Agent as may be authorized by law.

Meeting Facilitator: James Money

Invitees: Denise Hanks, James Money, Kathy Williamson, Kenneth Flatto, Bernd Tardy, Lisa Farlow, Deborah (Deb) Garskof, Marilia (Lilly) Giacobbe, Curtis Denton- ITS Director, Tony Pires – BOE Operations Manager, Student Support & Special Education

- I. **Call to Order:** James Money
- II. **Roll Call**
- III. **Approval of minutes from previous *special* meeting:**
 - a. Thursday, October 20, 2022
- IV. **New Business**
 - a. **Request for Approval:** RFQ/P | COX02923A | BLDG PERMITTING PROCESS ANALYSIS | BERRY DUNN
 - b. **Request for Approval:** RFP | BEX054223R | SPECIAL EDUCATION AUDIT | ARIZONA STATE/URBAN COLLABORATIVE
- V. **Adjournment**



ERIC M. AMADO
Personnel Director

**CITY OF BRIDGEPORT, CONNECTICUT
CIVIL SERVICE COMMISSION**

CITY HALL * 45 LYON TERRACE * BRIDGEPORT, CONNECTICUT 06604-4023 * (203) 576-7103 * Fax 576-7102

MELVA FALBERG
Chairperson

LASHEA HALL
Vice Chairperson

Commissioners
RICHARD P. RODGERS
PAUL GRECH
RALPH BORD, PHD

RECEIVED
CITY CLERKS OFFICE
21 MAR 13 AM 3:57
CITY CLERK

Wednesday, March 13, 2024

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

RE: Senior Paralegal

Dear Honorable Members:

Pursuant to Municipal Charter Chapter 17, section 206(d), this correspondence is to formally request for your approval to establish the classification and specifications of the Senior Paralegal position.

"Whenever the appointing authority of any department desires to establish a new permanent position in the classified service, the personnel director shall make or cause to be made an investigation of the need of such position and report his findings to the commission. If upon consideration of the facts the commission determines that the work of the department cannot be properly and effectively carried on without the position, it shall classify and allocate the new position to the proper class after the position has been established by the city council... In such event the final action of the city council shall be promptly transmitted to the commission and the commission shall locate the position or positions therein approved to its proper class in the classification plan."

The specifications for the proposed position of Senior Paralegal have been investigated for purposes of departmental operational necessity. The Office of the City Attorney is currently undergoing re-organization and operational efforts toward maximizing utilization of senior-level personnel. Based on continued engagement with the City Attorney and Labor Relations, a non-competitive classification of Senior Paralegal is necessary to meet the more advanced work performed under the supervision of an attorney. The classification of Senior Paralegal will be delegated work of greater complexity than that assigned to an entry-level Paralegal, exercising highly technical judgement and decision making. This role will review and organize complex files, conduct factual and legal research, prepare documents for legal transactions, draft pleadings, and discovery notices, assist with closings and trials, and more.

The adoption of a senior-level position will assist in the department's performance and effectiveness. Seniority is an important factor in the chain of command of any organization. An organization with senior-level staff develops an ability to execute more nuanced, technical, and demanding tasks more efficiently. Employees with degrees of seniority are also able to provide training and mentorship for employees with a lower seniority level.

The establishment of this position within the non-competitive division of the classified service will positively impact morale, promote performance, and increase services to the public.

The Civil Service Commission unanimously approved the establishment of this position including specification at its March 12, 2024 meeting. Record of the vote has been included for your reference.

Enclosed you will find a full-text copy of the proposed Senior Paralegal job description and union agreement.

On behalf of the Civil Service Commission and Office of the City Attorney, I respectfully request the City Council approve the attached specification.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Amado". The signature is fluid and cursive, with the first name "Eric" and last name "Amado" clearly distinguishable.

Eric Amado
Personnel Director

cc: Mayor Joseph P. Ganim
Daniel Shamas, Chief of Staff
Thomas Gaudett, Deputy Chief of Staff
Tyisha Toms, City Attorney
Eroll Skyers, Director of Labor Relations
Bridgeport Civil Service Commissioners

Bridgeport Labor Relations Memorandum of Understanding



MEMORANDUM OF UNDERSTANDING
March 4, 2024

This Agreement is between the City of Bridgeport (hereinafter the "City") and National Association of Government Employees, Local RI-200 (hereinafter the "Union").

NOW, THEREFORE, the parties agree as follows:

1. The position of Senior Paralegal is a new position which is not included in any collective bargaining unit (See attached job description).
2. The parties agree the thirty-five (35) hour full time position of Senior Paralegal should be included in the bargaining unit represented by the Union.
3. Effective upon the signing of this Agreement, the position of Senior Paralegal will be a position included in the bargaining unit represented by the Union.
4. The position of Senior Paralegal will be subject to the terms and conditions of the collective bargaining agreement between the parties, and added to Appendices A and C of the Collective Bargaining Agreement.
5. The parties agree that effective upon the signing of this Agreement, the annual salary of the Senior Paralegal will be in accordance with the information below and is subject to general wage increase as provided in the collective bargaining agreement. Advancement to a higher step shall be pursuant to and consistent with the rules and practices of the Civil Service Commission.
Step 1 - \$76,903.00
Step 2 - \$79,001.00
Step 3 - \$81,099.00
Step 4 - \$83,195.00

FOR THE CITY

Domenic Costello
Deputy Director of Labor Relations

FOR THE UNION

James Meszoros, President
National Association of
Government Employees,
Local RI-200

JOB DESCRIPTION

Job Title: Senior Paralegal
Department: City Attorneys Office
Reports To: City Attorney
Union / Pay Grade: NAGE
Prepared by: City Attorney
Prepared Date: February 29, 2024

GENERAL STATEMENT OF DUTIES:

The Senior Paralegal will utilize a high level of job expertise to complete paralegal tasks under the supervision of case attorneys. Must be able to exercise independent judgment and decision making. Experience organizing and managing complex files and discovery is required. Ability to work in a cooperative and positive manner with all coworkers, clients, attorneys and non attorney staff and observe confidentiality in all matters relating to the City Attorney's Office.

SUPERVISION RECEIVED:

Acts under the supervision of the City Attorney

SUPERVISION EXERCISED:

None

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Reviews, organizes and summarizes case documents in order to assist in preparation of case for trial.
- Reviews records to determine what information is needed for cases.
- Draft routine notices, affidavits, memoranda, and correspondence.
- Prepare discovery.
- Order and summarize medical records.
- Reviews and analyzes matters for the purpose of preparing matter evaluations and status reports to clients. Communicate with clients, attorneys, staff and other outside personnel to obtain or provide information.
- Enter time into accounting and billing software as needed.
- Ability to handle pressure, interruptions, and multiple projects with frequently changing priorities in an efficient manner, rapid turnaround required, and generally perform in a fast paced environment.
- Proficient in all software; ability to adjust to multiple tasks from multiple individuals in the Firm.
- Follows ethical requirements as set forth by the Rules of Professional Conduct of the state.
- Populate contract forms, collect required documentation from the vendor, and process for execution and release.

KNOWLEDGE, SKILL AND ABILITIES

- Minimum of 5 years' recent law firm litigation paralegal experience, with State court. Federal litigation experience a plus.
- Four-year Bachelor's degree and/or two-year ABA approved Paralegal certificate.
- Proficiency in Microsoft Office suite to include Word, PowerPoint, and Adobe Pro.
- Ability to consistently meet deadlines while managing multiple projects with competing priorities.
- Positive attitude and exceptional verbal, written, and interpersonal communication skills required for daily interaction with co-workers, clients, opposing counsel and mediators.
- Ability to exercise discretion, good judgment, and poise in handling sensitive and confidential information.
- Ability to define problems, collect data, establish facts and draw valid conclusions.
- Demonstrate accuracy and thoroughness; look for ways to improve and promote quality.

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.

- 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.
- Ability to lift and carry objects weighing up to 25 pounds such as boxes of case materials, files, or other documents.
- Ability to see and read objects closely, as in typing from another document, reading/proofreading a report, read plans, using a computer monitor, filing and/or retrieving information from a filing system and verifying the accuracy of financial information.

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.

Civil Service Commission Meeting Record of Vote March 12, 2024

CIVIL SERVICE COMMISSION
City Hall, Wheeler Rooms A and B
45 Lyon Terrace, Bridgeport, CT 06604
March 12, 2024 at 4:30 p.m.

RECORD OF THE VOTE

Consent Agenda: Matters to be Acted Upon

1. Meeting Minutes

The Minutes from the special meeting on February 28, 2024 are submitted for review.

2. Merits – Certify for Payroll

3. Permanent Appointments – Certify for Payroll

4. Vacancy Report

The consent agenda was adopted as a whole.

Matters to be Acted Upon

5. Waiver Request

The Commission has received a request from Aaron Bryan for a 6-month waiver from the entry level Police Officer #2388 examination hiring process.

COMMISSIONER FORD MADE A MOTION TO GRANT THE WAIVER REQUEST; COMMISSIONER GRECH SECONDED THE MOTION. THE WAIVER WAS UNANIMOUSLY GRANTED.

6. New Classification Request - Senior Paralegal

The Civil Service Commission has received a request from Personnel Director, Eric Amado in collaboration with City Attorney Tyisha Toms, to approve the creation of a new non-competitive classification of Senior Paralegal for the Office of the City Attorney.

COMMISSIONER HALL MADE A MOTION TO APPROVE THE NEW CLASSIFICATION OF SENIOR PARALEGAL; COMMISSIONER RODGERS SECONDED THE MOTION. THE NEW CLASSIFICATION WAS UNANIMOUSLY GRANTED.

7. New Classification Request – Deputy Chief Executive Officer

The Civil Service Commission has received a request from Personnel Director, Eric Amado, in collaboration with Fire Chief Lance Edwards, to approve the creation of a new classification for the Fire Department position of Deputy Chief Executive Officer. It is not union affiliated.



CITY OF BRIDGEPORT, CONNECTICUT
CIVIL SERVICE COMMISSION

CITY HALL * 45 LYON TERRACE * BRIDGEPORT, CONNECTICUT 06604-4023 * (203) 576-7103 * Fax 576-7102

ERIC M. AMADO
Personnel Director

MELVA FALBERG
Chairperson

LASHEA HALL
Vice Chairperson

Commissioners
RICHARD P. RODGERS
PAUL GRECH
RALPH FORD, JR. PHD

COMM. #59-23 Ref'd to Miscellaneous Matters Committee
on 03/18/2024

Wednesday, March 13, 2024

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

RE: Deputy Fire Chief Administration and Operations

Dear Honorable Members:

Pursuant to Civil Service Rule IX, sec. 3, this correspondence is to formally request for your approval to update the job description of the classification of ~~Tax Assessor~~ **Fire Deputy Chief**.

*"With the approval of the commission the personnel director may revise and amend the specification for any class in the classified service for purposes of precision or to conform to changed conditions making it desirable to alter the scope of such specification. **But no such revision or amendment may be made affecting the minimum qualifications as to experience and education without the approval of the common council; if the common council fails to act on such proposed revision or amendment within thirty days of receipt thereof, then such failure to act shall be legally equivalent to approval.**"*

The specifications for the position of Deputy Fire Chief Administration and Operations have been reviewed for purposes of conducting proper non-competitive examination and validation. Based on the results of the job analysis for this classification, it has been determined that the job description must be revised to conform to current executive Fire Department standards. The revision of this job description includes amendment to the minimum qualifications of experience. The Civil Service Commission unanimously approved these revisions at its March 12, 2024, Regular Meeting. Record of the vote has been included for your reference.

Enclosed you will find full-text copy of the current and proposed Fire Deputy Administration Operations job description and job analysis.

Please note that Civil Service Rule IX, sec. 3 imposes an important time constraint related to action by the Common Council on this type of communication. This is:

1. *if the common council fails to act on such proposed revision or amendment **within thirty days of receipt thereof, then such failure to act shall be legally equivalent to approval.***

Please note: This time limit 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 noticed revisions.

RECEIVED
CITY CLERKS OFFICE
24 MAR 13 AM 4:00
ATTEST
CITY CLERK

Fire Deputy Chief (Signature)
3/14/24

On behalf of the Civil Service Commission, I respectfully request the City Council approve the attached specification revision.

Sincerely,

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

Eric Amado
Personnel Director

cc: Mayor Joseph P. Ganim
Daniel Shamas, Chief of Staff
Thomas Gaudett, Deputy Chief of Staff
Lance Edwards, Fire Chief
Eroll Skyers, Director of Labor Relations
Bridgeport Civil Service Commissioners

Job Analysis

**Summary Report of the Job Analysis
For the Fire Deputy Chief
Executive Officer and Administration/Operations Positions**

This report is intended to summarize all of the key data points gathered from the incumbents in both positions during the job analysis of the rank of Deputy Chief for the Fire Department of the City of Bridgeport. To the extent possible without using a consulting firm, the job analysis followed the *Uniform Guidelines on Employee Selection Procedures*. Keeping in mind that this is only a summary of information, this report is organized according to the current federal documentation standards adopted by the U.S. Equal Employment Opportunity Commission, the U.S. Department of Labor, and the U.S. Department of Justice, wherever possible.

The Office of the Civil Service Commission started the job analysis by gathering and reviewing relevant information, including job materials, job descriptions, departmental guides, and past job analysis studies. We formulated a job analysis and linkage questionnaire which was then reviewed by the Fire Chief for thoroughness and completeness. The questionnaire was completed by three individuals in the Bridgeport Fire Department who are or were incumbents in the position (3 male; 1 African American/Black, 1 Hispanic/Non-White, and 1 White). Our office analyzed the completed questionnaires to determine the critical tasks, knowledge areas, and skills and abilities which were then linked to the duty areas to form a complete picture of each position in the rank of Deputy Chief.

Part 1: Duty Areas

The Executive Officer (XO) serves as principal assistant to the Fire Chief and exercises full command, authority and responsibility in the absence or incapacity of the Fire Chief; the Administration/Operations DC (A/O) does not, unless the Executive Officer is also absent or incapacitated.

The Executive Officer investigates inappropriate conduct and/or alleged violations, prepares reports and maintains administrative control of all discipline. The Administration/Operations DC does not.

The Executive Officer is the Attendance Review Officer; the Administration/Operations DC is not.

The A/O performs all other administrative duties (Clerk to the Board of Fire Commissioners, detailed records of department expenditures, control and distribution of supplies and equipment, recordkeeping, preparation of statistical and operational reports.)

According to the feedback from incumbents in the positions, both positions coordinate grant information; however, the Fire Chief has indicated that this is the responsibility of the XO.

Both positions respond to multiple alarm fires and perform Incident Command duties. Both positions are responsible for community relations.

The XO has no duties associated with training and operational readiness – this is solely a function of the A/O Deputy Chief.

Both positions have duties related to personnel, but the XO is solely responsible for serving as the attendance review officer, as noted above, and for recruiting. Although the A/O may participate in recruiting, it is a minimally important duty area, while the training and operational readiness duty area is minimally important to the XO position, as shown in the table below.

Duty Areas	Importance	
	A/O	XO
Administrative Functions	37	23
Incident Command and Operations	18	13
Community Relations	10	13
Training and Operational Readiness	17	5
Personnel Supervision and Management	15	33
Other (describe): Recruiting	3	13

The task statement ratings that support the summary of duty areas are included as Exhibit A.

Tasks within the Duty Areas

Tasks are distributed across duty areas and ranked according to applicability, importance, whether they are required upon hire, and performance frequency.

The A/O has 5 essential administrative tasks that are performed daily or multiple times a day. They consist of using computer systems or applications, reading reports and other written communications, monitoring communication systems, scheduling and prioritizing work, and keeping the Chief updated regarding daily functioning of the department.

These are the only essential tasks across any duty area that are performed daily or more frequently for the A/O.

The XO has 4 essential administrative tasks that are also performed daily or more frequently and consist of using computer systems or applications, reading reports and other written communications, and keeping the Chief updated (3 of the 5 same A/O tasks). The fourth task is reviewing attendance logs and lists of personnel assignments. This task is NOT performed by the A/O.

The XO has one other essential task under the Personnel Supervision and Management duty area that is essential and performed daily or more frequently, and that is to monitor employee leave usage and attendance, and to recommend actions based on the review. This task is NOT performed by the A/O.

Part 2: Knowledge, Skills, Abilities and Other Characteristics

Knowledge Statements

There were 62 knowledge statements included in the job analysis questionnaire for the rank of Deputy Chief. The knowledge statements were determined through general knowledge of the rank and of the department, and through discussions with the Fire Chief. The questionnaire asked the incumbents to rate the statements on applicability to the position, importance in possessing the knowledge, if the

knowledge is required immediately upon attaining the position, if having the knowledge differentiates the job performance and if the knowledge must be memorized or can be referenced.

The average importance ratings of the knowledge areas are included in the table below and are the same for both Deputy Chief positions:

KNOWLEDGE AREA	IMPORTANCE TO THE RANK OF DEPUTY CHIEF				
	Administrative Functions	IC/ Operations	Community Relations	Training/Op Readiness	Personnel Supervision and Management
Knowledge of Administrative Policies and Procedures	3	2	2	2	3
Knowledge of Incident Management Procedures	3	3	2	3	2
Knowledge of Incident Strategy and Tactics	3	3	2	3	1
Knowledge of Emergency Medical Operations	2	2	2	2	1
Knowledge of Tools, Equipment and Apparatus	1	2	1	2	2
Knowledge of Building Construction	2	2	2	2	1
Knowledge of Personnel Policies and Procedures	3	2	2	2	3
Knowledge of Management and Supervision Principles and Techniques	2	2	2	2	2
Average Rating of the Duty Area	2.4	2.3	1.9	2.3	1.9

It should be noted that although the average importance of knowledge and duty areas was the same for both positions, significant differences were seen between the two positions regarding knowledge statements, as evidenced in the knowledge statement ratings included herein as Exhibit B.

Part 3: Skill/Ability Ratings within Dimensions

Forty-one skills and abilities were measured across 12 dimensions. The measurements were designed to provide data on applicability to the position, importance of possessing the skill/ability, whether or not the skill/ability is required upon hire and whether the possession of the particular skill/ability links to a higher level of performance.

In the areas of Personnel Supervision and Leadership, there were differences noted between the two positions, with the skills and abilities denoted in these two dimensions rated as being "essential" and "important" for the Executive Officer position, but only "important" or of "low importance" for the Administration/Operations position. For both positions, possession of these skills and abilities would make the individual a stronger performer in the role.

As expected, given that both positions are top level management roles, the rest of the skills and abilities in the areas of organizational, technological, interpersonal skills, as well as critical thinking and decision-making ability, were equally rated in importance and differentiation. The same ratings were also given to both roles for incident operations, written and oral communication, quantitative analysis, and other characteristics (such as honesty, integrity, dependability, and conscientiousness, which were all rated as essential).

Conclusion:

The job analysis for the rank of Deputy Chief yielded data that showed there are some significant differences in the duties and the knowledge areas between the two positions, Deputy Chief Executive Officer, and Deputy Chief of Administration/Operations. While most of the skills and abilities are similar between the two positions, that is to be expected given the level of authority each position holds within the rank structure of the Bridgeport Fire Department.

Chapter 17, Section 206 of the Bridgeport City Charter, paragraph (c) requires that the Personnel Director use the following formula to determine classification and allocation of positions in the classified service:

*Positions which are sufficiently similar in respect to their duties and responsibilities, (1) that the same title may be used with clarity to designate each position allocated to the class, (2) that the same requirements as to experience, education, capacity, knowledge, ability and other qualifications should be required of the incumbents, (3) that the same tests of fitness may be used to choose qualified employees, and (4) that the same salary range can be applied with equity under the same or substantially the same employment conditions, shall be allocated to the same class. **A single position essentially different from all other positions in characteristics enumerated above shall be considered as a class in itself and allocated to same.***

The data gathered from the job analysis highlights the essential differences between the two positions and given the above formula it seems clear that they each belong in a separate and distinct class.

Rule IX. Classification allows for the Civil Service Commission, after receiving a report from the Personnel Director wherein the duties and responsibilities of any position or group of positions

has undergone an analysis, to "establish new classes... without however modifying the classification plan as a whole."

It should also be noted that:

- The current methods of filling each position within the classification is not the same
 - The A/O position is required to be filled from union members through a competitive examination, as negotiated between Labor Relations and the Bridgeport Fire union (see Article 1–Recognition, included as Exhibit C)
 - The Executive Officer position is open non-competitive
- The Deputy Chief positions were removed from union affiliation in 2017 upon the retirement of former DCs Carfi and Petrucelli at which time the Operations DC and the Administration DC were combined into one position
- The minimum requirements of the Executive Officer position differ from those of the Deputy Chief of Administration/Operations
- The 2015 Bridgeport Fire Department Rules and Regulations specifically outline the duties of each position distinctly and separately and the job analysis reflects this (see Exhibit D)

Given the results of the job analysis and the items noted above, it is recommended and requested that the Civil Service Commission consider action to separate the two positions and (1) create a new class for the position of Deputy Chief Executive Officer and (2) reclassify the existing Deputy Chief class to Deputy Chief of Administration and Operations.

The new job description for Deputy Chief Executive Officer is included as Exhibit E, and the updated and revised job description for Deputy Chief of Administration and Operations is included as Exhibit F.

Exhibit A
Task Statement Ratings

Section 2. Tasks

In section 2, we have documented the typical tasks that would be performed by incumbents in the deputy chief position. The tasks are separated into the duty areas they serve.

Again, we realize that not all tasks presented in this list will be performed in both positions so we are asking you to rate whether or not the particular task listed would be performed by each position. There are multiple ratings required for completion of this section, which are explained in detail below.

Rating Guidelines for Task Statements

Applicability

- Y – the task IS applicable to the position
- N – the task IS NOT applicable to the position

If you chose not applicable, you do not need to complete the remaining ratings

Importance

- 0 – the task is NOT IMPORTANT to the position and there is no value in being able to perform this task
- 1 – the task has LOW IMPORTANCE to the position and there is little value in being able to perform this task
- 2 – the task is IMPORTANT to the position, and it is valuable to be able to perform this task
- 3 – the task is ESSENTIAL to the position and there is a high value in being able to perform this task

Required

- Y – Individuals are required to be able to perform this task without training in order to work effectively in this position immediately upon starting
- N – Individuals will perform this task ONLY AFTER specialized and/or on-the-job training but can work effectively immediately upon starting

Frequency

- 0 – This task is performed only seldomly or never (once a month or less)
- 1 – This task is performed occasionally (once a week or a few times per month)
- 2 – This task is performed often (twice or more per week at minimum)
- 3 – This task is performed frequently (daily or several times a day)

TASK STATEMENTS

Administrative Functions	Position	Applicable	Importance	Required	Frequency
Meets with Assistant Chiefs to give instructions, updates, and other information	XO	Y	3	Y	2
	Ad/Op	Y	3	Y	2
Distributes communication or information to fire stations and personnel in writing	XO	Y	3	Y	1
	Ad/Op	Y	3	Y	1
Distributes communications or information to fire stations and personnel orally	XO	Y	3	Y	2
	Ad/Op	Y	3	Y	1

Administrative Functions	Position	Applicable	Importance	Required	Frequency
Uses computer systems or applications to process, access, create, edit, print, send, retrieve, transmit and manipulate data, files, and other information	XO	Y	3	Y	3
	Ad/Op	Y	3	Y	3
Reviews overtime reports for the department	XO	N	—	—	—
	Ad/Op	Y	3	Y	2
Prepares project plans, timelines, resources, necessary funding, project steps and other information	XO	Y	2	Y	1
	Ad/Op	Y	3	Y	2
Reviews, prepares, submits, and tracks grants requests and related information	XO	Y	3	Y	1
	Ad/Op	Y	3	Y	0
Reads reports and other written communications to stay informed on departmental activities	XO	Y	3	Y	3
	Ad/Op	Y	3	Y	3
Monitors communications systems (telephone, radio, CAD, email) for information	XO	Y	2	Y	3
	Ad/Op	Y	3	Y	3
Schedules and prioritizes duties so that all necessary work is completed	XO	Y	2	Y	3
	Ad/Op	Y	3	Y	3
Prepares and delivers presentations to personnel on a variety of topics, such as operational issues, special projects, and other information pertinent to the overall running of the department	XO	Y	1	Y	1
	Ad/Op	Y	3	Y	1
Reviews attendance logs and lists of personnel assignments	XO	Y	3	Y	3
	Ad/Op	N	—	—	—
Updates the Chief on new developments, issues, and activities	XO	Y	3	Y	3
	Ad/Op	Y	3	Y	3
Prepares statistical and operational reports	XO	Y	3	Y	2
	Ad/Op	Y	3	Y	1
Distributes supplies and updates supply records	XO	N	—	—	—
	Ad/Op	Y	2	Y	2
Requests equipment/supplies purchases	XO	N	—	—	—
	Ad/Op	Y	3	Y	2
Reviews the activity of the training division	XO	Y	1	Y	1
	Ad/Op	Y	2	Y	2
Reviews the activity of the maintenance division	XO	N	—	—	—
	Ad/Op	Y	2	Y	1
Prepares, tracks, and evaluates departmental budgets	XO	N	—	—	—
	Ad/Op	Y	3	Y	1
Prepares budget requests	XO	N	—	—	—
	Ad/Op	Y	3	Y	2
Attends staff meetings	XO	Y	3	Y	2
	Ad/Op	Y	3	Y	2
Recommends policies and procedures governing the operation of equipment, apparatus, medical units, and other departmental resources	XO	N	—	—	—
	Ad/Op	Y	3	Y	2

Administrative Functions	Position	Applicable	Importance	Required	Frequency
Develops, recommends, and implements proposed laws, rules, regulations, and standard operating procedures	XO	Y	3	Y	1
	Ad/Op	Y	3	Y	1
Establishes department goals and objectives and manages resources to optimize service delivery	XO	N	—	—	—
	Ad/Op	Y	3	Y	
Incident Command and Operations	Position	Applicable	Importance	Required	Frequency
Assumes the role of Incident Commander at incidents	XO	Y	3	Y	1
	Ad/Op	Y	3	Y	1
Establishes command of the incident in accordance with the Incident Command System	XO	Y	3	Y	1
	Ad/Op	Y	3	Y	1
Develops, supervises, coordinates, and evaluates the procedures, tactics and strategies used to resolve emergency incidents and other situations	XO	N	—	—	—
	Ad/Op	Y	3	Y	1
Conducts post-incident analyses and discussion/evaluations of operations on scene and provides information to others in order to keep them informed and make improvements	XO	Y	3	Y	1
	Ad/Op	Y	2	Y	1
Community Relations	Position	Applicable	Importance	Required	Frequency
Explains firefighting practices, equipment procedures and policies to civilians during public meetings	XO	Y	2	Y	0
	Ad/Op	Y	2	Y	0
Acts as department spokesperson during emergencies	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1
Makes oral presentations to community groups regarding fire safety and prevention as a representative of the department	XO	Y	2	Y	0
	Ad/Op	Y	2	Y	0
Explains incidents to media to ensure accurate coverage	XO	Y	3	Y	1
	Ad/Op	Y	3	Y	1
Testifies in court regarding fire-related matters as a representative of the department	XO	Y	3	Y	1
	Ad/Op	Y	3	Y	1
Establishes communication with the community by participating in community events as a representative of the department	XO	Y	2	Y	0
	Ad/Op	Y	2	Y	0
Participates in meetings with other agencies (e.g., mutual aid programs)	XO	Y	2	Y	0
	Ad/Op	Y	2	Y	0
Provides expertise to other agencies to assist them in the development of their own policies and operating procedures	XO	Y	2	Y	0
	Ad/Op	Y	2	Y	0
Investigates and intervenes in disputes between the public and departmental personnel	XO	Y	3	Y	1
	Ad/Op	N	—	—	—
Meets with outside agencies (i.e., police, utility companies, emergency management teams, etc.) to plan for coordination of activities in the event of natural disasters or terrorist attacks	XO	Y	3	Y	0
	Ad/Op	Y	2	Y	0

Community Relations	Position	Applicable	Importance	Required	Frequency
Investigates citizens' complaints	XO	Y	2	Y	1
	Ad/Op	N	—	—	—
Interviews witnesses or those involved in an accident, complaint, incident, or injury to gather information	XO	Y	2	Y	1
	Ad/Op	N	—	—	—
Training and Operational Readiness	Position	Applicable	Importance	Required	Frequency
Serves as a training instructor in specialized training courses and conducts practical training sessions	XO	N	—	—	—
	Ad/Op	N	—	—	—
Develops and administers training programs	XO	N	—	—	—
	Ad/Op	N	—	—	—
Makes recommendations for changes in existing programs or the development of new training programs	XO	N	—	—	—
	Ad/Op	Y	1	Y	0
Identifies areas for improvement and/or additional training	XO	N	—	—	1
	Ad/Op	Y	2	Y	0
Instructs personnel on any new rules, policies, and procedures	XO	Y	1	Y	0
	Ad/Op	Y	2	Y	0
Supervises drills, practices, and simulations	XO	N	—	—	—
	Ad/Op	N	—	—	—
Participates in critiques following fires or other emergencies	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1
Reviews members' progress on required training to ensure requirements are met	XO	N	—	—	—
	Ad/Op	Y	2	Y	1
Ensures that personnel attend appropriate training as scheduled	XO	N	—	—	—
	Ad/Op	Y	2	Y	1
Participates in training to update job knowledge and skills	XO	N	—	—	—
	Ad/Op	Y	2	Y	1
Ensures the operational readiness, cleanliness and availability of equipment, apparatus, and the stations themselves within the entire City	XO	N	—	—	—
	Ad/Op	Y	2	Y	0
Meets with personnel to discuss problems, events, current information and the handling of past incidents and emergencies to improve future performance	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1
Personnel Supervision and Management	Position	Applicable	Importance	Required	Frequency
Meets with assistant chiefs to review activities, new policies, changes to existing policies or other pertinent information	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1
Works with staff to establish appropriate goals and objectives for individuals and units	XO	N	—	—	—
	Ad/Op	Y	2	Y	1
Discusses performance-related problems and establishes a plan for improvement	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1

Personnel Supervision and Management	Position	Applicable	Importance	Required	Frequency
Encourages staff to reach individual and departmental goals by providing relevant training, answering questions, and ensuring availability of supplies and equipment	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1
Explains policies and procedures to subordinate staff	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1
Provides corrective action to members in an equitable manner	XO	Y	3	Y	2
	Ad/Op	N	—	—	—
Enforces departmental operating procedures, rules, regulations, policies, and orders	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1
Documents problem situations and recommends and/or provides disciplinary action	XO	Y	3	Y	1
	Ad/Op	N	—	—	—
Intervenes when necessary to settle an argument or interpersonal problems among members	XO	Y	2	Y	1
	Ad/Op	N	—	—	—
Makes recommendations for or initiates personnel transfers	XO	Y	2	Y	2
	Ad/Op	Y	2	Y	1
Evaluates staff performance and conducts performance appraisals	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1
Provides feedback and recommendations for changes to members in order to improve performance	XO	Y	3	Y	2
	Ad/Op	Y	2	Y	1
Directs, coordinates, and reviews the activities and performance of subordinate personnel	XO	N	—	—	—
	Ad/Op	Y	2	Y	1
Monitors employee leave usage/attendance and recommends actions	XO	Y	3	Y	3
	Ad/Op	N	—	—	—
Delegates work assignments and ensures effective completion of assignments by providing instruction and due dates for such assignments	XO	N	—	—	—
	Ad/Op	Y	2	Y	1
Coordinates the implementation of administrative procedures, personnel policies, and departmental objectives	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1

Please list any additional task statements that we have not documented that you believe are applicable to either or both positions and should be included:

Duty Area	Task Statement	Position	Applicable	Importance	Required	Frequency
		XO				
		Ad/Op				
		XO				
		Ad/Op				
		XO				
		Ad/Op				
		XO				
		Ad/Op				

Exhibit B
Knowledge Statement Ratings

Section 3. Knowledge

This section contains knowledge statements that may describe the type of knowledge that an incumbent in the deputy chief position could be expected to possess.

As before, we realize that not all knowledge statements presented are applicable to both DC positions so please rate each knowledge statement separately for each position. There are multiple ratings required for completion of this section, which are explained in detail below.

Rating Guidelines for Knowledge Statements:

Applicability

- Y – the knowledge IS applicable to the position
- N – the knowledge IS NOT applicable to the position

If you chose "N" you do not need to complete the remaining ratings

Importance

- 0 – the knowledge is NOT IMPORTANT to the position in question and there is no value in possessing
- 1 – the knowledge has LOW IMPORTANCE to the position and there is little value in possessing
- 2 – the knowledge is IMPORTANT to the position and is valuable
- 3 – the knowledge is ESSENTIAL to the position and has high value

Required

- Y – Individuals ARE required to possess this knowledge immediately in order to work effectively in this position
- N – Individuals ARE NOT required to possess this knowledge immediately in order to work effectively in this position; it can be acquired through on-the-job or specialized training

Differentiation

- 0 – Having high levels of this knowledge DOES NOT make the individual a stronger performer
- 1 – Having high levels of this knowledge makes the individual a SOMEWHAT STRONGER performer
- 2 – Having high levels of this knowledge makes the individual a STRONGER performer

Referenced/Memorized

- R – This knowledge is referenced or looked up when needed on the job and there is no need to recall this knowledge from memory
- M – This knowledge cannot be referenced or looked up when needed and there is a strong need to know this information or commit it to memory

KNOWLEDGE STATEMENTS

KNOWLEDGE STATEMENT	POSITION	APPLICABLE	IMPORTANCE	REQUIRED	DIFF	REF/MEM
Knowledge of relevant local, State, and Federal laws and code governing operations of the Department	XO	Y	3	N	1	R
	Ad/Op	Y	2	N	1	R
Thorough knowledge of all Department Rules and Regulations, SOG's, SOP's, Instructional and Informational material to provide appropriate direction and guidance to personnel	XO	Y	2	Y	2	R
	Ad/Op	Y	2	Y	2	R
Knowledge of administrative policies and procedures, including report writing guidelines and the correct documentation for a given situation	XO	Y	3	Y	2	M
	Ad/Op	Y	3	Y	2	M
Knowledge of the collective bargaining unit/union contract as it relates to administrative personnel policies and procedures	XO	Y	3	Y	2	R
	Ad/Op	Y	2	Y	2	R
Knowledge of sexual harassment and discrimination policies and procedures and other required Human Resource Administrative Rules	XO	Y	3	Y	2	M
	Ad/Op	Y	3	Y	2	M
Knowledge of Department guidelines and procedures that guide actions on incident scenes	XO	Y	3	Y	2	M
	Ad/Op	Y	3	Y	2	M
Knowledge of the National Incident Management System (NIMS) Incident Command System	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of incident scene safety techniques	XO	Y	3	Y	3	M
	Ad/Op	Y	3	Y	3	M
Knowledge of capabilities of equipment, apparatus, and staffing within the Department	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of services provided by all divisions within the Department	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of services provided by relevant City departments or other agencies, such as police or utility companies, ambulance services, etc.	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of notifications required for other agency response for specific incidents	XO	Y	2	Y	2	R
	Ad/Op	Y	2	Y	2	R
Knowledge of fire suppression strategies and tactical operations	XO	Y	3	Y	3	M
	Ad/Op	Y	3	Y	3	M

KNOWLEDGE STATEMENT	POSITION	APPLICABLE	IMPORTANCE	REQUIRED	DIFF	REF/MEM
Knowledge of salvage, ventilation, overhaul, and operational support activities	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of strategies and tactical operations for various non-structural fire incidents	XO	Y	3	Y	2	M
	Ad/Op	Y	3	Y	2	M
Knowledge of rescue incidents strategies and tactical operations	XO	Y	3	Y	3	M
	Ad/Op	Y	3	Y	3	M
Knowledge of vehicle fires strategies and tactical operations	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of hazardous material incidents strategies and tactical operations	XO	Y	3	Y	3	R
	Ad/Op	Y	3	Y	3	R
Knowledge of mass casualty incidents strategies and tactical operations	XO	Y	3	Y	2	M/R
	Ad/Op	Y	3	Y	2	M/R
Knowledge of rail system incidents strategies and tactical operations	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of aircraft incidents strategies and tactical operations	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of natural and man-made disaster incidents strategies and tactical operations	XO	Y	2	Y	2	R
	Ad/Op	Y	2	Y	2	R
Knowledge of vehicle extrication strategies and tactical operations	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of high angle rescue strategies and tactical operations	XO	Y	3	Y	2	R
	Ad/Op	Y	3	Y	2	R
Knowledge of confined space entry and rescue strategies and tactical operations	XO	Y	2	Y	1	M/R
	Ad/Op	Y	2	Y	1	M/R
Knowledge of collapse rescue strategies and tactical operations	XO	Y	3	Y	2	M
	Ad/Op	Y	3	Y	2	M
Knowledge of trench rescue strategies and tactical operations	XO	Y	2	Y	1	M/R
	Ad/Op	Y	2	Y	1	M/R
Knowledge of water rescue strategies and tactical operations	XO	Y	2	Y	1	M/R
	Ad/Op	Y	2	Y	1	M/R
Knowledge of water supply sources and systems within the City	XO	Y	2	N	1	R
	Ad/Op	Y	2	N	1	R
Knowledge of the geographic layout and target hazards in the City	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M

KNOWLEDGE STATEMENT	POSITION	APPLICABLE	IMPORTANCE	REQUIRED	DIFF	REF/MEM
Knowledge of automobiles (electric and fuel), pickup trucks, semi tractors and trailers (liquified natural gas [LNG] and compressed natural gas [CNG]), buses (Diesel fuel, LNG and CNG) and other over the road transport vehicles as well as their operating equipment/systems – batteries, air bags, braking systems, hydraulic systems, fuel systems, etc. that create hazards during vehicle incidents/extrications	XO	Y	2	N	2	R
	Ad/Op	Y	2	N	2	R
Knowledge of cardiac, pulmonary/respiratory, neurological, spinal, cranial, and musculoskeletal systems, and basic anatomy of the human body	XO	Y	2	N	2	M
	Ad/Op	Y	2	N	2	M
Detailed knowledge of BLS emergency medical assessment and care techniques, strategies, principles, and practices including relationships with medical providers outside of the Department	XO	Y	3	N	2	R
	Ad/Op	Y	2	N	2	R
Knowledge of infectious disease prevention and decontamination practices	XO	Y	3	N	2	M
	Ad/Op	Y	3	N	2	M
Knowledge of general patient (including pediatric and geriatric) assessment techniques and methods	XO	Y	2	N	2	M
	Ad/Op	Y	2	N	2	M
Knowledge of assessment and treatment for various types of trauma such as chest, abdominal, head, and spinal trauma as well as adult and pediatric trauma scoring	XO	Y	2	N	2	M
	Ad/Op	Y	2	N	2	M
Knowledge of assessment and treatment of cardiac, respiratory, and stroke events	XO	Y	2	N	2	M
	Ad/Op	Y	2	N	2	M
Knowledge of neurological assessments such as pupillary, GCS, Cincinnati, and LAMS scoring	XO	Y	2	N	2	M
	Ad/Op	Y	2	N	2	M
Knowledge of medical, legal, and ethical issues related to patient care and records	XO	Y	2	N	2	M
	Ad/Op	Y	2	N	1	M
Knowledge of guidelines, policies and laws pertaining to equipment and apparatus, including inspection and operation	XO	Y	2	N	1	R
	Ad/Op	Y	2	N	2	R
Knowledge of City equipment and vehicle maintenance and inspection policies and procedures	XO	Y	2	N	1	R
	Ad/Op	Y	2	N	2	R

KNOWLEDGE STATEMENT	POSITION	APPLICABLE	IMPORTANCE	REQUIRED	DIFF	REF/MEM
Knowledge of personal protective equipment, including SCBA	XO	Y	3	Y	2	M
	Ad/Op	Y	3	Y	2	M
Knowledge of equipment and location of equipment on the apparatus	XO	N	—	—	—	—
	Ad/Op	N	—	—	—	—
Knowledge of procedures for driving, positioning, and stabilizing apparatus	XO	Y	1	N	1	M
	Ad/Op	Y	1	N	1	M
Knowledge and procedures for safe use of extrication equipment, vehicle stabilization equipment, and techniques for multiple types of vehicle incidents	XO	N	—	—	—	—
	Ad/Op	N	—	—	—	—
Knowledge of capacities and capabilities of equipment such as the high lift jack, come-a-long, air bags, chains, ropes, shackles, cribbing, extrication equipment, stabilization equipment, etc. for direction of safe usage under load	XO	N	—	—	—	—
	Ad/Op	N	—	—	—	—
Knowledge of stabilization and cribbing techniques for safe usage during operations	XO	N	—	—	—	—
	Ad/Op	N	—	—	—	—
Knowledge of preventive maintenance techniques	XO	N	—	—	—	—
	Ad/Op	Y	—	—	—	—
Knowledge of building construction standards, codes, types (commercial and residential) and structural elements, including wood construction, masonry and ordinary construction, steel construction, and concrete construction	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of building occupancy design (what the buildings intended use is for/was this an old storage building converted into office space), potential hazards, and modifications from original design that would impact response	XO	Y	2	N	1	M
	Ad/Op	Y	2	N	1	M/R
Knowledge of fire protection systems	XO	Y	2	N	1	M
	Ad/Op	Y	2	N	1	M
Knowledge of building utilities including electrical (low and high voltage, single and 3 phase), HVAC, plumbing, Natural gas, LPG, compressed air, hydraulics, fire suppression systems, fire alarm systems, elevators, escalators, and mechanical doors	XO	Y	2	N	1	M/R
	Ad/Op	Y	2	N	1	M/R
Knowledge of types of foundations and roofs	XO	Y	2	N	1	M/R
	Ad/Op	Y	2	N	1	M/R

KNOWLEDGE STATEMENT	POSITION	APPLICABLE	IMPORTANCE	REQUIRED	DIFF	REF/MEM
Knowledge of fire evolution and smoke evaluation, behavior, and containment	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of special structures; high life hazards and high-risk hazards; high-rise buildings, hospitals, assisted living facilities, underground buildings, atriums, buildings with limited access, chemical plants and chemical storage facilities, Bulk fuel, CNG, LPG and LNG storage and transfer facilities, Lithium and other battery production and storage facilities, marine and terminal operations, etc.	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of training program delivery methods (e.g., providing training to employees through demonstration)	XO	N	-	-	-	-
	Ad/Op	N	-	-	-	-
Knowledge of performance planning and appraisal	XO	N	-	-	-	-
	Ad/Op	Y	2	N	1	R/M
Knowledge of counseling techniques	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	1	M
Knowledge of motivational techniques	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of coaching, mentoring, and leadership techniques	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of project management methods, including timelines, action items, delegation, monitoring, and follow-up	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of methods for planning and organizing monetary resources, time, and personnel resources	XO	N	-	-	-	-
	Ad/Op	Y	2	Y	2	R

Please list any additional knowledge statements that we have not documented that you believe are applicable to either or both positions and should be included:

KNOWLEDGE STATEMENT	POSITION	APPLICABLE	IMPORTANCE	REQUIRED	DIFF	REF/MEM
	XO					
	Ad/Op					
	XO					
	Ad/Op					
	XO					
	Ad/Op					
	XO					
	Ad/Op					

Exhibit C
Collective Bargaining Agreement

AGREEMENT BETWEEN

**THE
CITY OF BRIDGEPORT**

AND

**THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

AFL-CIO, LOCAL 834

JULY 1, 2020 THROUGH JUNE 30, 2025

PREAMBLE

The following contract, entered into as of the first day of July 1, 2020 by and between respectively, the City of Bridgeport, Connecticut, hereinafter referred to as the "City", and Local 834, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the City of Bridgeport and such of its employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

ARTICLE 1 – RECOGNITION

The City hereby recognizes the Union as the exclusive representative and bargaining agent for the employees covered by this contract, for the purposes of establishing wages, hours and other conditions of employment. The employees covered by this contract are all uniformed and investigatory positions, including the position of safety officer, and uniformed and non-uniformed positions in the Maintenance Division within the Bridgeport Fire Department, except that of, Deputy Fire Chief Executive Officer, Deputy Chief of Administration / Operations, Fire Marshal and Fire Chief. The City agrees that the Deputy Chief of Administration / Operations will be hired from within the Union.

Exhibit D
2005 Fire Department
Rules and Regulations

RULES AND REGULATIONS

**Governing the Personnel of the
Bridgeport Fire Department**

Approved by Board of Fire Commissioners: May 20, 2015

Effective: July 1, 2015

Department of Printing --- City of Bridgeport, CT

BOARD OF FIRE COMMISSIONERS

William Marshall
President

Dennis A. Bradley II, Esq.
Vice President

James Meszoros Sr.

Cynthia Saunders-Maignan

Rocco Guarnieri

Robert W. Petrucelli, Deputy Chief
Clerk

Brian Rooney
Fire Chief

Approved: May 20, 2015

Effective: July 1, 2015

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CHAPTER ONE

APPOINTMENT – PROMOTION

Section 1.1 Oath of Office, Appointment: All persons upon appointment to the Department by the Board of Fire Commissioners upon successful completion of training requirement and standards shall take the following oath before said Board:

“You do solemnly swear that you will support the Constitution of the United States and the State of Connecticut, the Laws and Ordinances of the City of Bridgeport, and obey the Rules and Regulations and Orders of the Fire Department, and the Orders and Directions of your Superior Officers, to the best of your ability, so help you God.”

Section 1.2 Oath of Office, Promotions: Persons promoted within the Department shall renew the Oath of Office in Section 1.1 above in every detail within the first four (4) months of the promotion.

Section 1.3 All members of the Department shall be subject to the Civil Service Provisions of the Charter and the Rules of the Civil Service Commission.

CHAPTER TWO

ORGANIZATION

Section 2.1 The Bridgeport Fire Department, for purpose of efficient and effective organization shall consist of four principal branches, identified as follows:

- a. Administrative
- b. Executive
- c. Fire Marshal
- d. Operations

Section 2.2 The Administration branch shall be responsible for all details pertaining to the management and operation of Department administration, the business of the Board of Fire Commissioners and execution of such plans and policies as shall be formulated by the Board and such other duties as the Fire Chief may direct. The Administration branch is also responsible for the Maintenance Division.

Section 2.3 The Executive branch shall be responsible for Investigations, Emergency Management, Strategic Planning, Grants, Awards, Employee Assistance Program, and Attendance Review.

Section 2.4 The Fire Marshal branch shall be responsible for Inspections, Certificate of Occupancy Inspection, Plan Review, Arson Investigation, Hazardous Material Inspections and Public Fire Education.

Section 2.5 The Operations Branch shall be responsible for effective functioning of The Firefighting Force, The Training Division, and Fire Communications.

Section 2.6 To assure maximum coordination of the four principal branches as shown in Section 2.1, a close liaison shall be maintained and shall be effectively employed.

CHAPTER THREE

FIRE CHIEF

Section 3.1 The powers and duties of the Fire Chief shall be subject to the operational control of the Mayor. The Fire Chief shall be responsible for the administration, supervision and discipline of the Fire Department. This shall include suspension, loss of pay, and discharge of members of the Department. The Chief may delegate the authority to issue verbal and/or written warnings to his/her designee. The Chief will be in command of the Department and shall be responsible to the Board of Fire Commissioners in the exercise of the Board's responsibilities under the City Charter.

Section 3.2 When on duty, the Chief shall have full and complete command of all Divisions and their personnel, apparatus and appurtenances necessary to effectively discharge the Chief's duties.

Section 3.3 The Chief shall make such assignments, transfers or details of Department personnel as he/she deems prudent and necessary to maintain the several Companies and Divisions at the maximum level of operating efficiency.

Section 3.4 The Chief shall be responsible for the enforcement of Department Rules, Regulations and such policies as may be issued by the Board, and shall promptly investigate and report to the Board all violations thereof, that may come to his/her attention.

Section 3.5 The Chief shall have full authority to recall and keep on duty all members of the Department whenever he/she deems it necessary to cope with an emergency.

Section 3.6 The Chief shall perform all the duties required of him/her by the Ordinances of the City.

Section 3.7 The Chief shall have power and authority to suspend from duty any member of the Department who violates any Rule, Policy, Regulation or Order of the Department/City or any Law or Ordinance.

Section 3.8 The Chief shall report to the Board any member, who by reason of age, disease, accident or any other incompetency; does not or cannot fully and promptly perform his/her duties.

Section 3.9 The Chief may, as he/she determines to be necessary, issue such orders and prescribe practices essential for effective operation of the Department and government of its members.

Section 3.10 The Chief may, whenever he/she considers it advisable, call a meeting of Department Officers or members.

Section 3.11 The Chief shall designate a Deputy Chief to assume Command when he/she is absent.

Section 3.12 The Deputy Chief so designated shall exercise the authority and assume the responsibilities of the Chief.

Section 3.13 The Chief will be in charge of the Emergency Management Director and continually oversee the operations of the Emergency Management Office.

CHAPTER FOUR

DEPUTY CHIEF ADMINISTRATION

Section 4.1 The Deputy Chief of Administration, shall exercise command of the Administration branch and shall be responsible for the formulation of plans for the effective administration and management of the business of the Department as shown in Chapter 2, Section 2.2 and will be responsible for the effective functioning of the Maintenance Division.

Section 4.2 The Deputy Chief of Administration shall perform the duties of Clerk of the Board of Fire Commissioners.

Section 4.3 The Deputy Chief of Administration shall, while so serving, be within the chain of command, at Staff level, and all orders issued by him/her shall forthwith be executed.

Section 4.4 The Deputy Chief of Administration shall keep an accurate record of all proceedings, orders, expenditures and improvements. He/she shall keep the books and records and accounts and shall preserve all records, proceedings and documents belonging to the Department.

Section 4.5 The Deputy Chief of Administration shall prepare from Department records statistical and operational reports as may be required.

Section 4.6 The Deputy Chief of Administration shall annually prepare and submit to the Chief and the Board a budget for operating the Department, and he/she shall subsequently submit same in such form and at such time as the OPM Director and/or Comptroller may direct.

Section 4.7 The Deputy Chief of Administration shall have supervision of and control of all supplies and distribution of same.

Section 4.8 The Deputy Chief of Administration and the Chief shall jointly prepare specifications for such Department equipment as may properly require specifications.

Section 4.9 The Deputy Chief of Administration also serves a command function, providing assistance to or serving as Incident Commander at an emergency.

Section 4.10 The Deputy Chief of Administration shall report directly to the Fire Chief. The Deputy Chief of Administration shall perform such other related duties as may be required to properly supervise operations, or to fulfill requirements as may be determined by the Fire Chief.

Section 4.11 The Deputy Chief of Administration shall at all times adhere to their prescribed job description.

CHAPTER FIVE

DEPUTY CHIEF OPERATIONS

Section 5.1 The Deputy Chief of Operations shall co-ordinate operations and responsibilities of the Operations Branch as shown in Section 2.5.

Section 5.2 The Deputy Chief of Operations will be responsible for Fire Communications.

Section 5.3 The Deputy Chief of Operations shall be responsible for the Training Division and will oversee and review the daily activity in the Division.

Section 5.4 The Deputy Chief of Operations shall be responsible for the Firefighting activities and supervision of the eight (8) Fire Stations throughout the City.

Section 5.5 The Deputy Chief of Operations shall be responsible for the assignment of personnel in the various companies throughout the City.

Section 5.6 The Deputy Chief of Operations shall serve a command function, providing assistance to or serving as Incident Commander at major fires or other emergencies.

Section 5.7 The Deputy Chief of Operations shall report directly to the Fire Chief. The Deputy Chief of Operations shall perform such other related duties as may be required to properly supervise operations, or to fulfill requirements as may be determined by the Fire Chief.

Section 5.8 The Deputy Chief of Operations shall at all times adhere to their prescribed job description.

CHAPTER SIX

DEPUTY CHIEF EXECUTIVE OFFICER

Section 6.1 The Deputy Chief Executive Officer will be responsible for investigating inappropriate conduct and/or alleged violations of Department/City, Rules, Regulations and Policies. He/she will give completed investigation reports with a recommendation to the Chief of the Department in an orderly and timely fashion.

Section 6.2 The Deputy Chief Executive Officer is responsible for administrative control of discipline cases.

Section 6.3 The Deputy Chief Executive Officer will have the responsibility as the Attendance Review Officer. He/she will be charged with the task of continually reviewing sick and injury leaves within the Department and arresting problem areas before they get out of hand.

Section 6.4 The Deputy Chief Executive Officer will be responsible for the coordination of grants applications and request from various divisions for grant information.

Section 6.5 The Deputy Chief Executive Officer will review all award nominations. As the need arises, he/she will form a committee from the ranks of the Department, charged with the responsibility to investigate the circumstances of each individual act of heroism that lead to a nomination. When sufficient nominations exist to warrant an awards ceremony the Deputy Chief Executive Officer will be responsible for the planning and coordination of the ceremony.

Section 6.6 The Deputy Chief Executive Officer serves as a liaison between an employee and any available programs that might prove beneficial on a case by case basis. He/she serves as a contact person and an advocate, and in the case of Department referrals, monitors the participation and progress of members in the program.

Section 6.7 The Deputy Chief Executive Officer serves a command function, providing assistance to or serving as Incident Commander at major fires or other emergencies.

Section 6.8 The Deputy Chief Executive Officer shall perform such other related duties as may be required to properly supervise operations, or to fulfill requirements as may be determined by the Fire Chief.

Section 6.9 The Deputy Chief Executive Officer shall at all times adhere to their prescribed job description.

Exhibit F
Updated Job Description
Deputy Chief of Administration and Operations

CITY OF BRIDGEPORT

Job Title: Deputy Chief of Administration and Operations
Department: Fire Department
Reports To: Fire Chief
Union: Unaffiliated; Management Appointed Officials – 7a
Job Class Code: 3107

The Bridgeport Fire Department is dedicated to serving the people of the City of Bridgeport and providing the highest level of professional response to fire, medical, and environmental emergencies. Under the direction of the Fire Chief, the Deputy Chief of Administration and Operations is third in command of the Fire Department and is responsible for a variety of administrative and management functions for the administrative and operational branches of the Fire Department.

GENERAL STATEMENT OF DUTIES:

This position will be responsible for the execution of administrative and operational responsibilities to ensure that the department is managed effectively and efficiently. This position is responsible for various incident command, community relations and education, financial management, and operational readiness duties. The position works independently within the Fire Department as third in command and reports directly to the Fire Chief, effectively carrying out all executive orders issued by the Chief and must be able to work collaboratively with all divisions within the department to execute department objectives. Performs related work as required.

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 operations, 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 City and Fire Department to improve operations and decision making. Work is performed in accordance with Department rules and regulations, the constitution of the United State of America and the State of Connecticut.

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.

- Serves as an assistant to the Fire Chief and exercises full command, authority, and responsibility for the fire department in the absence or incapacity of both the Fire Chief and the Deputy Chief Executive Officer.
- Works at the top command level with the Fire Chief to plan department personnel assignments to duty and work schedules and assists in maintaining department personnel records.
- Supervises the firefighting activities of the fire stations throughout the City of Bridgeport.
- Formulates plans for the effective administration and management of the business of the department, and for the effective functioning of the Maintenance division.
- Oversees the Training division and reviews daily activities for that division; assists in the development and administration of fire prevention training and company mobile inspections.
- Respond to all second or multiple alarm fires and provide assistance to or act as Incident Commander at major fires or other emergencies.
- Functions as Clerk to the Board of Fire Commissioners.
- Oversees the details of the department budget requirements, specifically in terms of manpower and equipment needs; keeps detailed record of department expenditures.
- Controls and distributes supplies and equipment for the department; prepares specifications for

- departmental equipment.
- Prepares statistical and operational reports.
- Collaborates with and acts as liaison to the Emergency Communications Center for the City of Bridgeport.
- Assists the Executive Officer with investigating the circumstances for award nominations and helps to plan and coordinate ceremonies.

MINIMUM REQUIREMENTS:

To qualify for this position the applicant must be a current/active uniformed member of the Bridgeport Fire Department and must meet all minimum eligibility requirements:

- At least one (1) year of progressively professional firefighting experience at the rank of Fire Assistant Chief in the Bridgeport Fire Department; or at least three (3) years of progressively responsible professional firefighting experience at the rank of Captain in the Bridgeport Fire Department; or at least one (1) year of progressively responsible firefighting experience at the rank of Captain in the Bridgeport Fire Department with State of Connecticut certifications: Fire Officer I, Fire Officer II, and Fire Instructor.
- Has not demonstrated a pattern of behavior of malfeasance or other serious misconduct for which discipline has been sustained.

LICENSES AND CERTIFICATIONS:

- A valid Connecticut Driver's License with a clean driving record is required.

PREFERRED QUALIFICATIONS:

- Fire Officer III Certification.
- College degree in Fire Service Management or a related field.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of incident scene safety techniques, fire suppression strategies and tactical operations, and rescue incident strategies and tactical operations.
- Knowledge of department guidelines and procedures that guide actions on incident scenes, strategies and tactical operations for various non-structural fire incidents, collapse rescue strategies and tactical operations and personal protective equipment, including self-contained breathing apparatus (SCBA).
- Knowledge of the National Incident Management System (NIMS) Incident Command System.
- Knowledge of capabilities of equipment, apparatus, and staffing within the department, as well as services provided by all divisions within the department and by other relevant City departments or agencies, such as police or utility companies, ambulance services, etc.
- Knowledge of salvage, ventilation, overhaul, and operational support activities; vehicle fires strategies and tactical operations; rail system incidents strategies and tactical operations; aircraft incidents strategies and tactical operations; and of vehicle extrication strategies and tactical operations.
- Knowledge of the geographic layout and target hazards in the City of Bridgeport.
- Knowledge of building construction standards, codes, types (commercial and residential) and structural elements; fire evolution and smoke evaluation, behavior, and containment; and of special structures (high life hazards and high-risk hazards).
- Knowledge of financial management techniques.
- Knowledge of leadership and motivational techniques including coaching and mentoring techniques.
- Knowledge of project management methods, including timelines, action items, delegation, monitoring, and follow-up.
- Skill to perform basic operations on a personal computer. Use of email, the internet, Microsoft Office programs and other software on a computer or mobile/portable data terminal or device to create

documents, send emails, schedule on a calendar, or facilitate the sharing of information electronically.

KNOWLEDGE, SKILLS, AND ABILITIES (continued):

- Ability to establish working relationships with supervisors, subordinates, and the public and the ability to work as an integral team member.
- Ability to identify the needs and concerns of community members and make a concerted effort to deliver services that address those needs and concerns, while understanding the manner in which the organization needs to be presented to the community at large and making necessary efforts to work with the public while protecting the integrity of the organization.
- Ability to act in an honest and fair manner with a willingness to accept responsibility for one's actions.
- Ability to display strong moral principles and professionalism in action and words.
- Ability to follow through without prompting, and to be consistent and reliable with regard to actions and behavior.
- Ability to be thoughtful, careful, diligent, and vigilant with regard to work and task performance while exhibiting a strong attention to detail and maintaining a strong work ethic, perseverance, productivity, and desire to perform well.

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.

- Needs to be able to operate equipment and machinery with some requiring rapid adjustments with intermittent periods of flexion/extension of fingers in conjunction with thumb opposition for successful manipulation of equipment and machinery.
- Must be able to coordinate eyes, hands, limbs in performing skilled movements while operating equipment and machinery.
- Essential and marginal functions may require maintaining the physical condition necessary for standing, sitting and/or walking for frequent and sometimes prolonged periods of time while performing command functions at fire scenes or conducting inspections, traveling to various locations or riding or driving motor vehicles and while attending meetings or working at a keyboard or workstation, which may involve 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.
- Additional hours and attending meetings outside regular work hours may be required.

This position will be subject to additional security clearances and training as mandated by the City of Bridgeport Fire Department due to access to confidential and sensitive department facilities and electronic data.

This job description is not, nor is to be intended to be, a complete statement of all duties, functions, responsibilities, and qualifications which comprise this position. The above is intended as a general summary only. You should not rely on it as a complete or binding explanation. This summary is subject to the reasonable discretion of city management. This summary does not constitute a contract of employment, express or implied, between the employee and City of Bridgeport. This is an informational guide and is subject to correction of any information which may have been inadvertently misstated.

Fire Deputy Chief Job Description CURRENT

Class Title: FIRE DEPUTY CHIEF.

1. Duties that are characteristic as to type and level:

Supervisory technical work of a difficult and responsible nature in the field of fire administration, fire safety and fire prevention; involving responsibility for planning, coordinating and directing the Fire Prevention Bureau or serving as officer in charge of fire department administrative and financial management activities; performed under general technical and administrative direction.

2. Typical tasks or assignments:

Serves as principal assistant to the Fire Chief Engineer in the discharge of his statutory duties and responsibilities as Fire Marshal, or within the established fire department chain of command at the administrative staff level, is responsible to the Board of Fire Commissioners through the Chief Engineer for the administrative and financial management of the fire department; organizes and supervises a program of fire prevention and fire safety inspection of buildings, industrial plants, institutions, and places of public assembly in the city, and of the enforcement of local or state fire safety laws or ordinances; publishes and disseminates information pertaining to fire safety and fire prevention; aids the Chief Engineer in the investigation and suppression of arson and in the investigation of fires of suspicious origin; under direction of the Fire Chief Engineer, assists in the enforcement of state regulations or statutes dealing with the transportation, storage or use of inflammable materials and combustibles; cooperates with the drillmaster in the development and administration of a program of fire prevention training and company mobile inspections; as directed, responds to all second or multiple fire alarms and performs line officer duties; serves as second in command of the fire department, and exercises full command, authority and responsibility in the absence or incapacity of the Fire Chief Engineer; serves as Clerk to the Board of Fire Commissioners, and as Secretary to the Board of Trustees of the fireman's pension fund; works at the top command level with the Chief Engineer in planning department personnel policies, assignments to duty and work schedules; maintains department personnel records; works on details of department budget requirements, specifically in terms of man power and equipment needs; keeps detailed record of department expenditures.

3. Minimum qualification requirements:

a. As to education, training, and experience:

At least three years of active line or administrative experience at the rank of Fire, Assistant Chief Engineer.

b. As to special knowledge, ability, and skill:

Extensive knowledge of department rules, regulations and practices.
Extensive knowledge of modern firefighting equipment, methods and techniques, and of fire prevention engineering.

Thorough knowledge of the statutes, laws, ordinances and departmental regulations pertaining to fire prevention and fire safety.

Class Title: FIRE DEPUTY CHIEF (continued)

Thorough knowledge of fire administration methods and practices;
and of financial management techniques.

Considerable knowledge of municipal government and of the relationships between the fire department and the municipal and state governmental agencies.

Demonstrated command and administrative ability.

Approved Commission Action October 14, 1967

Civil Service Commission Meeting Record of the Vote March 12, 2024

CIVIL SERVICE COMMISSION
City Hall, Wheeler Rooms A and B
45 Lyon Terrace, Bridgeport, CT 06604
March 12, 2024 at 4:30 p.m.

RECORD OF THE VOTE

Consent Agenda: Matters to be Acted Upon

1. Meeting Minutes

The Minutes from the special meeting on February 28, 2024 are submitted for review.

2. Merits – Certify for Payroll

3. Permanent Appointments – Certify for Payroll

4. Vacancy Report

The consent agenda was adopted as a whole.

Matters to be Acted Upon

5. Waiver Request

The Commission has received a request from Aaron Bryan for a 6-month waiver from the entry level Police Officer #2388 examination hiring process.

COMMISSIONER FORD MADE A MOTION TO GRANT THE WAIVER REQUEST; COMMISSIONER GRECH SECONDED THE MOTION. THE WAIVER WAS UNANIMOUSLY GRANTED.

6. New Classification Request - Senior Paralegal

The Civil Service Commission has received a request from Personnel Director, Eric Amado in collaboration with City Attorney Tyisha Toms, to approve the creation of a new non-competitive classification of Senior Paralegal for the Office of the City Attorney.

COMMISSIONER HALL MADE A MOTION TO APPROVE THE NEW CLASSIFICATION OF SENIOR PARALEGAL; COMMISSIONER RODGERS SECONDED THE MOTION. THE NEW CLASSIFICATION WAS UNANIMOUSLY GRANTED.

7. New Classification Request – Deputy Chief Executive Officer

The Civil Service Commission has received a request from Personnel Director, Eric Amado, in collaboration with Fire Chief Lance Edwards, to approve the creation of a new classification for the Fire Department position of Deputy Chief Executive Officer. It is not union affiliated.

COMMISSIONER HALL MADE A MOTION TO APPROVE THE NEW CLASSIFICATION OF DEPUTY CHIEF EXECUTIVE OFFICER; COMMISSIONER GRECH SECONDED THE MOTION. THE NEW CLASSIFICATION WAS UNANIMOUSLY GRANTED.

- 8. Updated Job Description – Deputy Chief of Administration and Operations**
The Civil Service Commission has received a request from Personnel Director, Eric Amado, in collaboration with Fire Chief Lance Edwards, to approve an updated job description for the Fire Department classification of Deputy Chief of Administration and Operations. It is not union affiliated.

COMMISSIONER RODGERS MADE A MOTION TO APPROVE THE NEW CLASSIFICATION OF DEPUTY CHIEF OF ADMINISTRATION AND OPERATIONS; COMMISSIONER GRECH SECONDED THE MOTION. THE NEW CLASSIFICATION WAS UNANIMOUSLY GRANTED.

- 9. Appeal – Michelle Farkas (Tabled from February 28, 2024)**

The Commission has received a request for an appeal from Michelle Farkas, regarding her disqualification from the Public Safety Telecommunicator exam #2387 hiring, process due to not meeting the minimum qualification of typing speed.

COMMISSIONERS GRECH, FORD, RODGERS AND HALL UNANIMOUSLY DENIED THE APPEAL

- 10. Appeal – Kenneth DuBose, Jr. Police Officer #2388**

The Commission has received a request for an appeal from Kenneth DuBose, Jr. regarding his disqualification from the hiring process for the entry level Police Officer examination #2388, due to failing a portion of his medical examination.

COMMISSIONER RODGERS MADE A MOTION TO TABLE KENNETH DUBOSE JR.'S APPEAL; COMMISSINER GRECH SECONDED THE MOTION. THE APPEAL WAS UNANIMOUSLY TABLED.

- 11. Appeal – Jordan Francis, Police Officer #2388**

The Commission has received a request for an appeal from Jordan Francis regarding his disqualification from the hiring process for the entry level Police Officer examination #2388, due to failing a portion of his medical examination.

COMMISSIONERS FORD, GRECH AND HALL GRANTED JORDAN FRANCIS' APPEAL. COMMISSIONER RODGERS DENIED JORDAN FRANCIS' APPEAL.

- 12. Appeal – Bobbie Broadnax, Jr.**

The Commission has received a request for an appeal from Bobbie Broadnax, Jr. regarding his disqualification from the hiring process for a seasonal position with the Fairchild Wheeler Golf Course due to failing a portion of his medical examination.

COMMISSIONERS GRECH, FORD, HALL AND RODGERS UNANIMOUSLY GRANTED BOBBIE BROADNAX, JR.'S APPEAL.



ERIC M. AMADO
Personnel Director

**CITY OF BRIDGEPORT, CONNECTICUT
CIVIL SERVICE COMMISSION**

CITY HALL * 45 LYON TERRACE * BRIDGEPORT, CONNECTICUT 06604-4023 * (203) 576-7103 * Fax 576-7102

MELVA FALBERG
Chairperson

LASHEA HALL
Vice Chairperson

Commissioners
RICHARD P. RODGERS
PAUL GRECH
RALPH FORD, JR. PHD

Wednesday, March 13, 2024

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

RE: Deputy Fire Chief Executive Officer

Dear Honorable Members:

Pursuant to Municipal Charter Chapter 17, section 206(d), this correspondence is to formally request your approval to establish the classification and specifications of the Deputy Fire Chief Executive Officer position.

RECEIVED
CITY CLERKS OFFICE
24 MAR 13 AM 3:55
ATTEST
CITY CLERK

“Whenever the appointing authority of any department desires to establish a new permanent position in the classified service, the personnel director shall make or cause to be made an investigation of the need of such position and report his findings to the commission. If upon consideration of the facts the commission determines that the work of the department cannot be properly and effectively carried on without the position, it shall classify and allocate the new position to the proper class after the position has been established by the city council... In such event the final action of the city council shall be promptly transmitted to the commission and the commission shall locate the position or positions therein approved to its proper class in the classification plan.”

The specifications for the proposed position of Deputy Chief Executive Officer have been investigated for purposes of departmental operational necessity. The Office of the Civil Service Commission started the job analysis by gathering and reviewing relevant information, including job materials, job descriptions, departmental guides, and past job analysis studies. We formulated a job analysis and linkage questionnaire which was then reviewed by the Fire Chief for thoroughness and completeness. Our office analyzed the completed questionnaires to determine the critical tasks, knowledge areas, and skills and abilities which were then linked to the duty areas to form a complete picture of each position in the rank of Deputy Chief.

The job analysis for the rank of Deputy Chief yielded data that showed there are some significant differences in the duties and the knowledge areas between the two positions, Deputy Chief Executive Officer, and Deputy Chief of Administration/Operations. While most of the skills and abilities are similar between the two positions, that is to be expected given the level of authority each position holds within the rank structure of the Bridgeport Fire Department. Chapter 17, Section 206 of the Bridgeport City Charter, paragraph (c) requires that the Personnel Director use the following formula to determine classification and allocation of positions in the classified service:

“Positions which are sufficiently similar in respect to their duties and responsibilities, (1) that the same title may be used with clarity to designate each position allocated to the class, (2) that the same requirements as to experience, education, capacity, knowledge, ability and other qualifications should be required of the incumbents, (3) that the same tests of fitness may be used to choose qualified employees, and (4) that the same salary range can be applied with equity under the same or substantially the same

employment conditions, shall be allocated to the same class. A single position essentially different from all other positions in characteristics enumerated above shall be considered as a class in itself and allocated to same."

The data gathered from the job analysis highlights the essential differences between the two positions and given the above formula it seems clear that they each belong in a separate and distinct class.

Rule IX. Classification allows for the Civil Service Commission, after receiving a report from the Personnel Director wherein the duties and responsibilities of any position or group of positions has undergone an analysis, to "establish new classes... without however modifying the classification plan as a whole."

Given the results of the job analysis and the items noted above, it is recommended and requested that the Civil Service Commission and City Council consider action to separate the two positions and (1) create a new class for the position of Deputy Chief Executive Officer and (2) reclassify the existing Deputy Chief class to Deputy Chief of Administration and Operations.

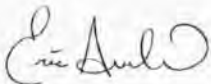
The establishment of this position within the non-competitive division of the classified service will promote organizational performance and increase services to the public.

The Civil Service Commission unanimously approved the establishment of this position including specification at its March 12, 2024, meeting. Record of the vote has been included for your reference.

Enclosed you will find a full-text copy of the proposed Deputy Chief Executive Officer job description and job analysis.

On behalf of the Civil Service Commission and Fire Department, I respectfully request the City Council approve the attached specification.

Sincerely,



Eric Amado
Personnel Director

cc: Mayor Joseph P. Ganim
Daniel Shamas, Chief of Staff
Thomas Gaudett, Deputy Chief of Staff
Lance Edwards, Fire Chief
Eroll Skyers, Director of Labor Relations
Bridgeport Civil Service Commissioners

Job Analysis and Deputy Fire Chief Executive Officer Job Description

**Summary Report of the Job Analysis
For the Fire Deputy Chief
Executive Officer and Administration/Operations Positions**

This report is intended to summarize all of the key data points gathered from the incumbents in both positions during the job analysis of the rank of Deputy Chief for the Fire Department of the City of Bridgeport. To the extent possible without using a consulting firm, the job analysis followed the *Uniform Guidelines on Employee Selection Procedures*. Keeping in mind that this is only a summary of information, this report is organized according to the current federal documentation standards adopted by the U.S. Equal Employment Opportunity Commission, the U.S. Department of Labor, and the U.S. Department of Justice, wherever possible.

The Office of the Civil Service Commission started the job analysis by gathering and reviewing relevant information, including job materials, job descriptions, departmental guides, and past job analysis studies. We formulated a job analysis and linkage questionnaire which was then reviewed by the Fire Chief for thoroughness and completeness. The questionnaire was completed by three individuals in the Bridgeport Fire Department who are or were incumbents in the position (3 male; 1 African American/Black, 1 Hispanic/Non-White, and 1 White). Our office analyzed the completed questionnaires to determine the critical tasks, knowledge areas, and skills and abilities which were then linked to the duty areas to form a complete picture of each position in the rank of Deputy Chief.

Part 1: Duty Areas

The Executive Officer (XO) serves as principal assistant to the Fire Chief and exercises full command, authority and responsibility in the absence or incapacity of the Fire Chief; the Administration/Operations DC (A/O) does not, unless the Executive Officer is also absent or incapacitated.

The Executive Officer investigates inappropriate conduct and/or alleged violations, prepares reports and maintains administrative control of all discipline. The Administration/Operations DC does not.

The Executive Officer is the Attendance Review Officer; the Administration/Operations DC is not.

The A/O performs all other administrative duties (Clerk to the Board of Fire Commissioners, detailed records of department expenditures, control and distribution of supplies and equipment, recordkeeping, preparation of statistical and operational reports.)

According to the feedback from incumbents in the positions, both positions coordinate grant information; however, the Fire Chief has indicated that this is the responsibility of the XO.

Both positions respond to multiple alarm fires and perform Incident Command duties. Both positions are responsible for community relations.

The XO has no duties associated with training and operational readiness – this is solely a function of the A/O Deputy Chief.

Both positions have duties related to personnel, but the XO is solely responsible for serving as the attendance review officer, as noted above, and for recruiting. Although the A/O may participate in recruiting, it is a minimally important duty area, while the training and operational readiness duty area is minimally important to the XO position, as shown in the table below.

Duty Areas	Importance	
	A/O	XO
Administrative Functions	37	23
Incident Command and Operations	18	13
Community Relations	10	13
Training and Operational Readiness	17	5
Personnel Supervision and Management	15	33
Other (describe): Recruiting	3	13

The task statement ratings that support the summary of duty areas are included as Exhibit A.

Tasks within the Duty Areas

Tasks are distributed across duty areas and ranked according to applicability, importance, whether they are required upon hire, and performance frequency.

The A/O has 5 essential administrative tasks that are performed daily or multiple times a day. They consist of using computer systems or applications, reading reports and other written communications, monitoring communication systems, scheduling and prioritizing work, and keeping the Chief updated regarding daily functioning of the department.

These are the only essential tasks across any duty area that are performed daily or more frequently for the A/O.

The XO has 4 essential administrative tasks that are also performed daily or more frequently and consist of using computer systems or applications, reading reports and other written communications, and keeping the Chief updated (3 of the 5 same A/O tasks). The fourth task is reviewing attendance logs and lists of personnel assignments. This task is NOT performed by the A/O.

The XO has one other essential task under the Personnel Supervision and Management duty area that is essential and performed daily or more frequently, and that is to monitor employee leave usage and attendance, and to recommend actions based on the review. This task is NOT performed by the A/O.

Part 2: Knowledge, Skills, Abilities and Other Characteristics

Knowledge Statements

There were 62 knowledge statements included in the job analysis questionnaire for the rank of Deputy Chief. The knowledge statements were determined through general knowledge of the rank and of the department, and through discussions with the Fire Chief. The questionnaire asked the incumbents to rate the statements on applicability to the position, importance in possessing the knowledge, if the

knowledge is required immediately upon attaining the position, if having the knowledge differentiates the job performance and if the knowledge must be memorized or can be referenced.

The average importance ratings of the knowledge areas are included in the table below and are the same for both Deputy Chief positions:

KNOWLEDGE AREA	IMPORTANCE TO THE RANK OF DEPUTY CHIEF				
	Administrative Functions	IC/ Operations	Community Relations	Training/Op Readiness	Personnel Supervision and Management
Knowledge of Administrative Policies and Procedures	3	2	2	2	3
Knowledge of Incident Management Procedures	3	3	2	3	2
Knowledge of Incident Strategy and Tactics	3	3	2	3	1
Knowledge of Emergency Medical Operations	2	2	2	2	1
Knowledge of Tools, Equipment and Apparatus	1	2	1	2	2
Knowledge of Building Construction	2	2	2	2	1
Knowledge of Personnel Policies and Procedures	3	2	2	2	3
Knowledge of Management and Supervision Principles and Techniques	2	2	2	2	2
Average Rating of the Duty Area	2.4	2.3	1.9	2.3	1.9

It should be noted that although the average importance of knowledge and duty areas was the same for both positions, significant differences were seen between the two positions regarding knowledge statements, as evidenced in the knowledge statement ratings included herein as Exhibit B.

Part 3: Skill/Ability Ratings within Dimensions

Forty-one skills and abilities were measured across 12 dimensions. The measurements were designed to provide data on applicability to the position, importance of possessing the skill/ability, whether or not the skill/ability is required upon hire and whether the possession of the particular skill/ability links to a higher level of performance.

In the areas of Personnel Supervision and Leadership, there were differences noted between the two positions, with the skills and abilities denoted in these two dimensions rated as being "essential" and "important" for the Executive Officer position, but only "important" or of "low importance" for the Administration/Operations position. For both positions, possession of these skills and abilities would make the individual a stronger performer in the role.

As expected, given that both positions are top level management roles, the rest of the skills and abilities in the areas of organizational, technological, interpersonal skills, as well as critical thinking and decision-making ability, were equally rated in importance and differentiation. The same ratings were also given to both roles for incident operations, written and oral communication, quantitative analysis, and other characteristics (such as honesty, integrity, dependability, and conscientiousness, which were all rated as essential).

Conclusion:

The job analysis for the rank of Deputy Chief yielded data that showed there are some significant differences in the duties and the knowledge areas between the two positions, Deputy Chief Executive Officer, and Deputy Chief of Administration/Operations. While most of the skills and abilities are similar between the two positions, that is to be expected given the level of authority each position holds within the rank structure of the Bridgeport Fire Department.

Chapter 17, Section 206 of the Bridgeport City Charter, paragraph (c) requires that the Personnel Director use the following formula to determine classification and allocation of positions in the classified service:

*Positions which are sufficiently similar in respect to their duties and responsibilities, (1) that the same title may be used with clarity to designate each position allocated to the class, (2) that the same requirements as to experience, education, capacity, knowledge, ability and other qualifications should be required of the incumbents, (3) that the same tests of fitness may be used to choose qualified employees, and (4) that the same salary range can be applied with equity under the same or substantially the same employment conditions, shall be allocated to the same class. **A single position essentially different from all other positions in characteristics enumerated above shall be considered as a class in itself and allocated to same.***

The data gathered from the job analysis highlights the essential differences between the two positions and given the above formula it seems clear that they each belong in a separate and distinct class.

Rule IX. Classification allows for the Civil Service Commission, after receiving a report from the Personnel Director wherein the duties and responsibilities of any position or group of positions

has undergone an analysis, to "establish new classes... without however modifying the classification plan as a whole."

It should also be noted that:

- The current methods of filling each position within the classification is not the same
 - The A/O position is required to be filled from union members through a competitive examination, as negotiated between Labor Relations and the Bridgeport Fire union (see Article 1–Recognition, included as Exhibit C)
 - The Executive Officer position is open non-competitive
- The Deputy Chief positions were removed from union affiliation in 2017 upon the retirement of former DCs Carfi and Petrucelli at which time the Operations DC and the Administration DC were combined into one position
- The minimum requirements of the Executive Officer position differ from those of the Deputy Chief of Administration/Operations
- The 2015 Bridgeport Fire Department Rules and Regulations specifically outline the duties of each position distinctly and separately and the job analysis reflects this (see Exhibit D)

Given the results of the job analysis and the items noted above, it is recommended and requested that the Civil Service Commission consider action to separate the two positions and (1) create a new class for the position of Deputy Chief Executive Officer and (2) reclassify the existing Deputy Chief class to Deputy Chief of Administration and Operations.

The new job description for Deputy Chief Executive Officer is included as Exhibit E, and the updated and revised job description for Deputy Chief of Administration and Operations is included as Exhibit F.

Exhibit A
Task Statement Ratings

Section 2. Tasks

In section 2, we have documented the typical tasks that would be performed by incumbents in the deputy chief position. The tasks are separated into the duty areas they serve.

Again, we realize that not all tasks presented in this list will be performed in both positions so we are asking you to rate whether or not the particular task listed would be performed by each position. There are multiple ratings required for completion of this section, which are explained in detail below.

Rating Guidelines for Task Statements

Applicability

Y – the task IS applicable to the position

N – the task IS NOT applicable to the position

If you chose not applicable, you do not need to complete the remaining ratings

Importance

0 – the task is NOT IMPORTANT to the position and there is no value in being able to perform this task

1 – the task has LOW IMPORTANCE to the position and there is little value in being able to perform this task

2 – the task is IMPORTANT to the position, and it is valuable to be able to perform this task

3 – the task is ESSENTIAL to the position and there is a high value in being able to perform this task

Required

Y – Individuals are required to be able to perform this task without training in order to work effectively in this position immediately upon starting

N – Individuals will perform this task ONLY AFTER specialized and/or on-the-job training but can work effectively immediately upon starting

Frequency

0 – This task is performed only seldomly or never (once a month or less)

1 – This task is performed occasionally (once a week or a few times per month)

2 – This task is performed often (twice or more per week at minimum)

3 – This task is performed frequently (daily or several times a day)

TASK STATEMENTS

Administrative Functions	Position	Applicable	Importance	Required	Frequency
Meets with Assistant Chiefs to give instructions, updates, and other information	XO	Y	3	Y	2
	Ad/Op	Y	3	Y	2
Distributes communication or information to fire stations and personnel in writing	XO	Y	3	Y	2
	Ad/Op	Y	2	Y	1
Distributes communications or information to fire stations and personnel orally	XO	Y	2	Y	2
	Ad/Op	Y	2	Y	1

Administrative Functions	Position	Applicable	Importance	Required	Frequency
Uses computer systems or applications to process, access, create, edit, print, send, retrieve, transmit and manipulate data, files, and other information	XO	Y	3	Y	3
	Ad/Op	Y	3	Y	3
Reviews overtime reports for the department	XO	N	—	—	—
	Ad/Op	Y	3	Y	2
Prepares project plans, timelines, resources, necessary funding, project steps and other information	XO	Y	2	Y	1
	Ad/Op	Y	3	Y	2
Reviews, prepares, submits, and tracks grants requests and related information	XO	Y	3	Y	1
	Ad/Op	Y	3	Y	0
Reads reports and other written communications to stay informed on departmental activities	XO	Y	3	Y	3
	Ad/Op	Y	3	Y	3
Monitors communications systems (telephone, radio, CAD, email) for information	XO	Y	2	Y	3
	Ad/Op	Y	3	Y	3
Schedules and prioritizes duties so that all necessary work is completed	XO	Y	2	Y	3
	Ad/Op	Y	3	Y	3
Prepares and delivers presentations to personnel on a variety of topics, such as operational issues, special projects, and other information pertinent to the overall running of the department	XO	Y	1	Y	1
	Ad/Op	Y	3	Y	1
Reviews attendance logs and lists of personnel assignments	XO	Y	3	Y	3
	Ad/Op	N	—	—	—
Updates the Chief on new developments, issues, and activities	XO	Y	3	Y	3
	Ad/Op	Y	3	Y	3
Prepares statistical and operational reports	XO	Y	3	Y	2
	Ad/Op	Y	3	Y	1
Distributes supplies and updates supply records	XO	N	—	—	—
	Ad/Op	Y	2	Y	2
Requests equipment/supplies purchases	XO	N	—	—	—
	Ad/Op	Y	3	Y	2
Reviews the activity of the training division	XO	Y	1	Y	1
	Ad/Op	Y	2	Y	2
Reviews the activity of the maintenance division	XO	N	—	—	—
	Ad/Op	Y	2	Y	1
Prepares, tracks, and evaluates departmental budgets	XO	N	—	—	—
	Ad/Op	Y	3	Y	1
Prepares budget requests	XO	N	—	—	—
	Ad/Op	Y	3	Y	2
Attends staff meetings	XO	Y	3	Y	2
	Ad/Op	Y	3	Y	2
Recommends policies and procedures governing the operation of equipment, apparatus, medical units, and other departmental resources	XO	N	1	—	—
	Ad/Op	Y	3	Y	2

Administrative Functions	Position	Applicable	Importance	Required	Frequency
Develops, recommends, and implements proposed laws, rules, regulations, and standard operating procedures	XO	Y	3	Y	1
	Ad/Op	Y	3	Y	1
Establishes department goals and objectives and manages resources to optimize service delivery	XO	N	—	—	—
	Ad/Op	Y	3	Y	—
Incident Command and Operations	Position	Applicable	Importance	Required	Frequency
Assumes the role of Incident Commander at incidents	XO	Y	3	Y	1
	Ad/Op	Y	3	Y	1
Establishes command of the incident in accordance with the Incident Command System	XO	Y	3	Y	1
	Ad/Op	Y	3	Y	1
Develops, supervises, coordinates, and evaluates the procedures, tactics and strategies used to resolve emergency incidents and other situations	XO	N	—	—	—
	Ad/Op	Y	3	Y	1
Conducts post-incident analyses and discussion/evaluations of operations on scene and provides information to others in order to keep them informed and make improvements	XO	Y	3	Y	1
	Ad/Op	Y	2	Y	1
Community Relations	Position	Applicable	Importance	Required	Frequency
Explains firefighting practices, equipment procedures and policies to civilians during public meetings	XO	Y	2	Y	0
	Ad/Op	Y	2	Y	0
Acts as department spokesperson during emergencies	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1
Makes oral presentations to community groups regarding fire safety and prevention as a representative of the department	XO	Y	2	Y	0
	Ad/Op	Y	2	Y	0
Explains incidents to media to ensure accurate coverage	XO	Y	3	Y	1
	Ad/Op	Y	3	Y	1
Testifies in court regarding fire-related matters as a representative of the department	XO	Y	3	Y	1
	Ad/Op	Y	3	Y	1
Establishes communication with the community by participating in community events as a representative of the department	XO	Y	2	Y	0
	Ad/Op	Y	2	Y	0
Participates in meetings with other agencies (e.g., mutual aid programs)	XO	Y	2	Y	0
	Ad/Op	Y	2	Y	0
Provides expertise to other agencies to assist them in the development of their own policies and operating procedures	XO	Y	2	Y	0
	Ad/Op	Y	2	Y	0
Investigates and intervenes in disputes between the public and departmental personnel	XO	Y	3	Y	1
	Ad/Op	N	—	—	—
Meets with outside agencies (i.e., police, utility companies, emergency management teams, etc.) to plan for coordination of activities in the event of natural disasters or terrorist attacks	XO	Y	3	Y	0
	Ad/Op	Y	2	Y	0

Community Relations					
	Position	Applicable	Importance	Required	Frequency
Investigates citizens' complaints	XO	Y	2	Y	1
	Ad/Op	N	—	—	—
Interviews witnesses or those involved in an accident, complaint, incident, or injury to gather information	XO	Y	2	Y	1
	Ad/Op	N	—	—	—
Training and Operational Readiness					
	Position	Applicable	Importance	Required	Frequency
Serves as a training instructor in specialized training courses and conducts practical training sessions	XO	N	—	—	—
	Ad/Op	N	—	—	—
Develops and administers training programs	XO	N	—	—	—
	Ad/Op	N	—	—	—
Makes recommendations for changes in existing programs or the development of new training programs	XO	N	—	—	—
	Ad/Op	Y	1	Y	0
Identifies areas for improvement and/or additional training	XO	N	—	—	1
	Ad/Op	Y	2	Y	0
Instructs personnel on any new rules, policies, and procedures	XO	Y	1	Y	0
	Ad/Op	Y	2	Y	0
Supervises drills, practices, and simulations	XO	N	—	—	—
	Ad/Op	N	—	—	—
Participates in critiques following fires or other emergencies	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1
Reviews members' progress on required training to ensure requirements are met	XO	N	—	—	—
	Ad/Op	Y	2	Y	1
Ensures that personnel attend appropriate training as scheduled	XO	N	—	—	—
	Ad/Op	Y	2	Y	1
Participates in training to update job knowledge and skills	XO	N	—	—	—
	Ad/Op	Y	2	Y	1
Ensures the operational readiness, cleanliness and availability of equipment, apparatus, and the stations themselves within the entire City	XO	N	—	—	—
	Ad/Op	Y	2	Y	0
Meets with personnel to discuss problems, events, current information and the handling of past incidents and emergencies to improve future performance	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1
Personnel Supervision and Management					
	Position	Applicable	Importance	Required	Frequency
Meets with assistant chiefs to review activities, new policies, changes to existing policies or other pertinent information	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1
Works with staff to establish appropriate goals and objectives for individuals and units	XO	N	—	—	—
	Ad/Op	Y	2	Y	1
Discusses performance-related problems and establishes a plan for improvement	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1

Personnel Supervision and Management	Position	Applicable	Importance	Required	Frequency
Encourages staff to reach individual and departmental goals by providing relevant training, answering questions, and ensuring availability of supplies and equipment	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1
Explains policies and procedures to subordinate staff	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1
Provides corrective action to members in an equitable manner	XO	Y	3	Y	2
	Ad/Op	N	—	—	—
Enforces departmental operating procedures, rules, regulations, policies, and orders	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1
Documents problem situations and recommends and/or provides disciplinary action	XO	Y	3	Y	1
	Ad/Op	N	—	—	—
Intervenes when necessary to settle an argument or interpersonal problems among members	XO	Y	2	Y	1
	Ad/Op	N	—	—	—
Makes recommendations for or initiates personnel transfers	XO	Y	2	Y	2
	Ad/Op	Y	2	Y	1
Evaluates staff performance and conducts performance appraisals	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1
Provides feedback and recommendations for changes to members in order to improve performance	XO	Y	3	Y	2
	Ad/Op	Y	2	Y	1
Directs, coordinates, and reviews the activities and performance of subordinate personnel	XO	N	—	—	—
	Ad/Op	Y	2	Y	1
Monitors employee leave usage/attendance and recommends actions	XO	Y	3	Y	3
	Ad/Op	N	—	—	—
Delegates work assignments and ensures effective completion of assignments by providing instruction and due dates for such assignments	XO	N	—	—	—
	Ad/Op	Y	2	Y	1
Coordinates the implementation of administrative procedures, personnel policies, and departmental objectives	XO	Y	2	Y	1
	Ad/Op	Y	2	Y	1

Please list any additional task statements that we have not documented that you believe are applicable to either or both positions and should be included:

Duty Area	Task Statement	Position	Applicable	Importance	Required	Frequency
		XO				
		Ad/Op				
		XO				
		Ad/Op				
		XO				
		Ad/Op				
		XO				
		Ad/Op				

Exhibit B
Knowledge Statement Ratings

Section 3. Knowledge

This section contains knowledge statements that may describe the type of knowledge that an incumbent in the deputy chief position could be expected to possess.

As before, we realize that not all knowledge statements presented are applicable to both DC positions so please rate each knowledge statement separately for each position. There are multiple ratings required for completion of this section, which are explained in detail below.

Rating Guidelines for Knowledge Statements:

Applicability

Y – the knowledge IS applicable to the position

N – the knowledge IS NOT applicable to the position

If you chose "N" you do not need to complete the remaining ratings

Importance

0 – the knowledge is NOT IMPORTANT to the position in question and there is no value in possessing

1 – the knowledge has LOW IMPORTANCE to the position and there is little value in possessing

2 – the knowledge is IMPORTANT to the position and is valuable

3 – the knowledge is ESSENTIAL to the position and has high value

Required

Y – Individuals ARE required to possess this knowledge immediately in order to work effectively in this position

N – Individuals ARE NOT required to possess this knowledge immediately in order to work effectively in this position; it can be acquired through on-the-job or specialized training

Differentiation

0 – Having high levels of this knowledge DOES NOT make the individual a stronger performer

1 – Having high levels of this knowledge makes the individual a SOMEWHAT STRONGER performer

2 – Having high levels of this knowledge makes the individual a STRONGER performer

Referenced/Memorized

R – This knowledge is referenced or looked up when needed on the job and there is no need to recall this knowledge from memory

M – This knowledge cannot be referenced or looked up when needed and there is a strong need to know this information or commit it to memory

KNOWLEDGE STATEMENTS

KNOWLEDGE STATEMENT	POSITION	APPLICABLE	IMPORTANCE	REQUIRED	DIFF	REF/MEM
Knowledge of relevant local, State, and Federal laws and code governing operations of the Department	XO	Y	3	N	1	R
	Ad/Op	Y	2	N	1	R
Thorough knowledge of all Department Rules and Regulations, SOG's, SOP's, Instructional and Informational material to provide appropriate direction and guidance to personnel	XO	Y	2	Y	2	R
	Ad/Op	Y	2	Y	2	R
Knowledge of administrative policies and procedures, including report writing guidelines and the correct documentation for a given situation	XO	Y	3	Y	2	M
	Ad/Op	Y	3	Y	2	M
Knowledge of the collective bargaining unit/union contract as it relates to administrative personnel policies and procedures	XO	Y	3	Y	2	R
	Ad/Op	Y	2	Y	2	R
Knowledge of sexual harassment and discrimination policies and procedures and other required Human Resource Administrative Rules	XO	Y	3	Y	2	M
	Ad/Op	Y	3	Y	2	M
Knowledge of Department guidelines and procedures that guide actions on incident scenes	XO	Y	3	Y	2	M
	Ad/Op	Y	3	Y	2	M
Knowledge of the National Incident Management System (NIMS) Incident Command System	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of incident scene safety techniques	XO	Y	3	Y	3	M
	Ad/Op	Y	3	Y	3	M
Knowledge of capabilities of equipment, apparatus, and staffing within the Department	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of services provided by all divisions within the Department	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of services provided by relevant City departments or other agencies, such as police or utility companies, ambulance services, etc.	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of notifications required for other agency response for specific incidents	XO	Y	2	Y	2	R
	Ad/Op	Y	2	Y	2	R
Knowledge of fire suppression strategies and tactical operations	XO	Y	3	Y	3	M
	Ad/Op	Y	3	Y	3	M

KNOWLEDGE STATEMENT	POSITION	APPLICABLE	IMPORTANCE	REQUIRED	DIFF	REF/MEM
Knowledge of salvage, ventilation, overhaul, and operational support activities	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of strategies and tactical operations for various non-structural fire incidents	XO	Y	3	Y	2	M
	Ad/Op	Y	3	Y	2	M
Knowledge of rescue incidents strategies and tactical operations	XO	Y	3	Y	3	M
	Ad/Op	Y	3	Y	3	M
Knowledge of vehicle fires strategies and tactical operations	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of hazardous material incidents strategies and tactical operations	XO	Y	3	Y	3	R
	Ad/Op	Y	3	Y	3	R
Knowledge of mass casualty incidents strategies and tactical operations	XO	Y	3	Y	2	M/R
	Ad/Op	Y	3	Y	2	M/R
Knowledge of rail system incidents strategies and tactical operations	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of aircraft incidents strategies and tactical operations	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of natural and man-made disaster incidents strategies and tactical operations	XO	Y	2	Y	2	R
	Ad/Op	Y	2	Y	2	R
Knowledge of vehicle extrication strategies and tactical operations	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of high angle rescue strategies and tactical operations	XO	Y	3	Y	2	R
	Ad/Op	Y	3	Y	2	R
Knowledge of confined space entry and rescue strategies and tactical operations	XO	Y	2	Y	1	M/R
	Ad/Op	Y	2	Y	1	M/R
Knowledge of collapse rescue strategies and tactical operations	XO	Y	3	Y	2	M
	Ad/Op	Y	3	Y	2	M
Knowledge of trench rescue strategies and tactical operations	XO	Y	2	Y	1	M/R
	Ad/Op	Y	2	Y	1	M/R
Knowledge of water rescue strategies and tactical operations	XO	Y	2	Y	1	M/R
	Ad/Op	Y	2	Y	1	M/R
Knowledge of water supply sources and systems within the City	XO	Y	2	N	1	R
	Ad/Op	Y	2	N	1	R
Knowledge of the geographic layout and target hazards in the City	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M

KNOWLEDGE STATEMENT	POSITION	APPLICABLE	IMPORTANCE	REQUIRED	DIFF	REF/MEM
Knowledge of automobiles (electric and fuel), pickup trucks, semi tractors and trailers (liquified natural gas [LNG] and compressed natural gas [CNG]), buses (Diesel fuel, LNG and CNG) and other over the road transport vehicles as well as their operating equipment/systems – batteries, air bags, braking systems, hydraulic systems, fuel systems, etc. that create hazards during vehicle incidents/extrications	XO	Y	2	N	2	R
	Ad/Op	Y	2	N	2	R
Knowledge of cardiac, pulmonary/respiratory, neurological, spinal, cranial, and musculoskeletal systems, and basic anatomy of the human body	XO	Y	2	N	2	M
	Ad/Op	Y	2	N	2	M
Detailed knowledge of BLS emergency medical assessment and care techniques, strategies, principles, and practices including relationships with medical providers outside of the Department	XO	Y	3	N	2	R
	Ad/Op	Y	2	N	2	R
Knowledge of infectious disease prevention and decontamination practices	XO	Y	3	N	2	M
	Ad/Op	Y	3	N	2	M
Knowledge of general patient (including pediatric and geriatric) assessment techniques and methods	XO	Y	2	N	2	M
	Ad/Op	Y	2	N	2	M
Knowledge of assessment and treatment for various types of trauma such as chest, abdominal, head, and spinal trauma as well as adult and pediatric trauma scoring	XO	Y	2	N	2	M
	Ad/Op	Y	2	N	2	M
Knowledge of assessment and treatment of cardiac, respiratory, and stroke events	XO	Y	2	N	2	M
	Ad/Op	Y	2	N	2	M
Knowledge of neurological assessments such as pupillary, GCS, Cincinnati, and LAMS scoring	XO	Y	2	N	2	M
	Ad/Op	Y	2	N	2	M
Knowledge of medical, legal, and ethical issues related to patient care and records	XO	Y	2	N	2	M
	Ad/Op	Y	2	N	1	M
Knowledge of guidelines, policies and laws pertaining to equipment and apparatus, including inspection and operation	XO	Y	2	N	1	R
	Ad/Op	Y	2	N	2	R
Knowledge of City equipment and vehicle maintenance and inspection policies and procedures	XO	Y	2	N	1	R
	Ad/Op	Y	2	N	2	R

KNOWLEDGE STATEMENT	POSITION	APPLICABLE	IMPORTANCE	REQUIRED	DIFF	REF/MEM
Knowledge of personal protective equipment, including SCBA	XO	Y	3	Y	2	M
	Ad/Op	Y	3	Y	2	M
Knowledge of equipment and location of equipment on the apparatus	XO	N	1	1	1	1
	Ad/Op	N	1	1	1	1
Knowledge of procedures for driving, positioning, and stabilizing apparatus	XO	Y	1	N	1	M
	Ad/Op	Y	1	N	1	M
Knowledge and procedures for safe use of extrication equipment, vehicle stabilization equipment, and techniques for multiple types of vehicle incidents	XO	N	1	1	1	1
	Ad/Op	N	1	1	1	1
Knowledge of capacities and capabilities of equipment such as the high lift jack, come-a-long, air bags, chains, ropes, shackles, cribbing, extrication equipment, stabilization equipment, etc. for direction of safe usage under load	XO	N	1	1	1	1
	Ad/Op	N	1	1	1	1
Knowledge of stabilization and cribbing techniques for safe usage during operations	XO	N	1	1	1	1
	Ad/Op	N	1	1	1	1
Knowledge of preventive maintenance techniques	XO	N	1	1	1	1
	Ad/Op	Y				
Knowledge of building construction standards, codes, types (commercial and residential) and structural elements, including wood construction, masonry and ordinary construction, steel construction, and concrete construction	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of building occupancy design (what the buildings intended use is for/was this an old storage building converted into office space), potential hazards, and modifications from original design that would impact response	XO	Y	2	N	1	M
	Ad/Op	Y	2	N	1	M/R
Knowledge of fire protection systems	XO	Y	2	N	1	M
	Ad/Op	Y	2	N	1	M
Knowledge of building utilities including electrical (low and high voltage, single and 3 phase), HVAC, plumbing, Natural gas, LPG, compressed air, hydraulics, fire suppression systems, fire alarm systems, elevators, escalators, and mechanical doors	XO	Y	2	N	1	M/R
	Ad/Op	Y	2	N	1	M/R
Knowledge of types of foundations and roofs	XO	Y	2	N	1	M/R
	Ad/Op	Y	2	N	1	M/R

KNOWLEDGE STATEMENT	POSITION	APPLICABLE	IMPORTANCE	REQUIRED	DIFF	REF/MEM
Knowledge of fire evolution and smoke evaluation, behavior, and containment	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of special structures; high life hazards and high-risk hazards; high-rise buildings, hospitals, assisted living facilities, underground buildings, atriums, buildings with limited access, chemical plants and chemical storage facilities, Bulk fuel, CNG, LPG and LNG storage and transfer facilities, Lithium and other battery production and storage facilities, marine and terminal operations, etc.	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of training program delivery methods (e.g., providing training to employees through demonstration)	XO	N	-	-	-	-
	Ad/Op	N	-	-	-	-
Knowledge of performance planning and appraisal	XO	N	-	-	-	-
	Ad/Op	Y	2	N	1	R/M
Knowledge of counseling techniques	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	1	M
Knowledge of motivational techniques	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of coaching, mentoring, and leadership techniques	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of project management methods, including timelines, action items, delegation, monitoring, and follow-up	XO	Y	2	Y	2	M
	Ad/Op	Y	2	Y	2	M
Knowledge of methods for planning and organizing monetary resources, time, and personnel resources	XO	N	-	-	-	-
	Ad/Op	Y	2	Y	2	R

Please list any additional knowledge statements that we have not documented that you believe are applicable to either or both positions and should be included:

KNOWLEDGE STATEMENT	POSITION	APPLICABLE	IMPORTANCE	REQUIRED	DIFF	REF/MEM
	XO					
	Ad/Op					
	XO					
	Ad/Op					
	XO					
	Ad/Op					
	XO					
	Ad/Op					

Exhibit C
Collective Bargaining Agreement

AGREEMENT BETWEEN

**THE
CITY OF BRIDGEPORT**

AND

**THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

AFL-CIO, LOCAL 834

JULY 1, 2020 THROUGH JUNE 30, 2025

PREAMBLE

The following contract, entered into as of the first day of July 1, 2020 by and between respectively, the City of Bridgeport, Connecticut, hereinafter referred to as the "City", and Local 834, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the City of Bridgeport and such of its employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

ARTICLE 1 – RECOGNITION

The City hereby recognizes the Union as the exclusive representative and bargaining agent for the employees covered by this contract, for the purposes of establishing wages, hours and other conditions of employment. The employees covered by this contract are all uniformed and investigatory positions, including the position of safety officer, and uniformed and non-uniformed positions in the Maintenance Division within the Bridgeport Fire Department, except that of, Deputy Fire Chief Executive Officer, Deputy Chief of Administration / Operations, Fire Marshal and Fire Chief. The City agrees that the Deputy Chief of Administration / Operations will be hired from within the Union.

Exhibit D
2005 Fire Department
Rules and Regulations

RULES AND REGULATIONS

Governing the Personnel of the Bridgeport Fire Department

Approved by Board of Fire Commissioners: May 20, 2015

Effective: July 1, 2015

Department of Printing --- City of Bridgeport, CT

BOARD OF FIRE COMMISSIONERS

William Marshall

President

Dennis A. Bradley II, Esq.

Vice President

James Meszoros Sr.

Cynthia Saunders-Maignan

Rocco Guarnieri

Robert W. Petrucelli, Deputy Chief

Clerk

Brian Rooney

Fire Chief

Approved: May 20, 2015

Effective: July 1, 2015

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CHAPTER ONE

APPOINTMENT – PROMOTION

Section 1.1 Oath of Office, Appointment: All persons upon appointment to the Department by the Board of Fire Commissioners upon successful completion of training requirement and standards shall take the following oath before said Board:

“You do solemnly swear that you will support the Constitution of the United States and the State of Connecticut, the Laws and Ordinances of the City of Bridgeport, and obey the Rules and Regulations and Orders of the Fire Department, and the Orders and Directions of your Superior Officers, to the best of your ability, so help you God.”

Section 1.2 Oath of Office, Promotions: Persons promoted within the Department shall renew the Oath of Office in Section 1.1 above in every detail within the first four (4) months of the promotion.

Section 1.3 All members of the Department shall be subject to the Civil Service Provisions of the Charter and the Rules of the Civil Service Commission.

CHAPTER TWO

ORGANIZATION

Section 2.1 The Bridgeport Fire Department, for purpose of efficient and effective organization shall consist of four principal branches, identified as follows:

- a. Administrative
- b. Executive
- c. Fire Marshal
- d. Operations

Section 2.2 The Administration branch shall be responsible for all details pertaining to the management and operation of Department administration, the business of the Board of Fire Commissioners and execution of such plans and policies as shall be formulated by the Board and such other duties as the Fire Chief may direct. The Administration branch is also responsible for the Maintenance Division.

Section 2.3 The Executive branch shall be responsible for Investigations, Emergency Management, Strategic Planning, Grants, Awards, Employee Assistance Program, and Attendance Review.

Section 2.4 The Fire Marshal branch shall be responsible for Inspections, Certificate of Occupancy Inspection, Plan Review, Arson Investigation, Hazardous Material Inspections and Public Fire Education.

Section 2.5 The Operations Branch shall be responsible for effective functioning of The Firefighting Force, The Training Division, and Fire Communications.

Section 2.6 To assure maximum coordination of the four principal branches as shown in Section 2.1, a close liaison shall be maintained and shall be effectively employed.

CHAPTER THREE

FIRE CHIEF

Section 3.1 The powers and duties of the Fire Chief shall be subject to the operational control of the Mayor. The Fire Chief shall be responsible for the administration, supervision and discipline of the Fire Department. This shall include suspension, loss of pay, and discharge of members of the Department. The Chief may delegate the authority to issue verbal and/or written warnings to his/her designee. The Chief will be in command of the Department and shall be responsible to the Board of Fire Commissioners in the exercise of the Board's responsibilities under the City Charter.

Section 3.2 When on duty, the Chief shall have full and complete command of all Divisions and their personnel, apparatus and appurtenances necessary to effectively discharge the Chief's duties.

Section 3.3 The Chief shall make such assignments, transfers or details of Department personnel as he/she deems prudent and necessary to maintain the several Companies and Divisions at the maximum level of operating efficiency.

Section 3.4 The Chief shall be responsible for the enforcement of Department Rules, Regulations and such policies as may be issued by the Board, and shall promptly investigate and report to the Board all violations thereof, that may come to his/her attention.

Section 3.5 The Chief shall have full authority to recall and keep on duty all members of the Department whenever he/she deems it necessary to cope with an emergency.

Section 3.6 The Chief shall perform all the duties required of him/her by the Ordinances of the City.

Section 3.7 The Chief shall have power and authority to suspend from duty any member of the Department who violates any Rule, Policy, Regulation or Order of the Department/City or any Law or Ordinance.

Section 3.8 The Chief shall report to the Board any member, who by reason of age, disease, accident or any other incompetency; does not or cannot fully and promptly perform his/her duties.

Section 3.9 The Chief may, as he/she determines to be necessary, issue such orders and prescribe practices essential for effective operation of the Department and government of its members.

Section 3.10 The Chief may, whenever he/she considers it advisable, call a meeting of Department Officers or members.

Section 3.11 The Chief shall designate a Deputy Chief to assume Command when he/she is absent.

Section 3.12 The Deputy Chief so designated shall exercise the authority and assume the responsibilities of the Chief.

Section 3.13 The Chief will be in charge of the Emergency Management Director and continually oversee the operations of the Emergency Management Office.

CHAPTER FOUR

DEPUTY CHIEF ADMINISTRATION

Section 4.1 The Deputy Chief of Administration, shall exercise command of the Administration branch and shall be responsible for the formulation of plans for the effective administration and management of the business of the Department as shown in Chapter 2, Section 2.2 and will be responsible for the effective functioning of the Maintenance Division.

Section 4.2 The Deputy Chief of Administration shall perform the duties of Clerk of the Board of Fire Commissioners.

Section 4.3 The Deputy Chief of Administration shall, while so serving, be within the chain of command, at Staff level, and all orders issued by him/her shall forthwith be executed.

Section 4.4 The Deputy Chief of Administration shall keep an accurate record of all proceedings, orders, expenditures and improvements. He/she shall keep the books and records and accounts and shall preserve all records, proceedings and documents belonging to the Department.

Section 4.5 The Deputy Chief of Administration shall prepare from Department records statistical and operational reports as may be required.

Section 4.6 The Deputy Chief of Administration shall annually prepare and submit to the Chief and the Board a budget for operating the Department, and he/she shall subsequently submit same in such form and at such time as the OPM Director and/or Comptroller may direct.

Section 4.7 The Deputy Chief of Administration shall have supervision of and control of all supplies and distribution of same.

Section 4.8 The Deputy Chief of Administration and the Chief shall jointly prepare specifications for such Department equipment as may properly require specifications.

Section 4.9 The Deputy Chief of Administration also serves a command function, providing assistance to or serving as Incident Commander at an emergency.

Section 4.10 The Deputy Chief of Administration shall report directly to the Fire Chief. The Deputy Chief of Administration shall perform such other related duties as may be required to properly supervise operations, or to fulfill requirements as may be determined by the Fire Chief.

Section 4.11 The Deputy Chief of Administration shall at all times adhere to their prescribed job description.

CHAPTER FIVE

DEPUTY CHIEF OPERATIONS

Section 5.1 The Deputy Chief of Operations shall co-ordinate operations and responsibilities of the Operations Branch as shown in Section 2.5.

Section 5.2 The Deputy Chief of Operations will be responsible for Fire Communications.

Section 5.3 The Deputy Chief of Operations shall be responsible for the Training Division and will oversee and review the daily activity in the Division.

Section 5.4 The Deputy Chief of Operations shall be responsible for the Firefighting activities and supervision of the eight (8) Fire Stations throughout the City.

Section 5.5 The Deputy Chief of Operations shall be responsible for the assignment of personnel in the various companies throughout the City.

Section 5.6 The Deputy Chief of Operations shall serve a command function, providing assistance to or serving as Incident Commander at major fires or other emergencies.

Section 5.7 The Deputy Chief of Operations shall report directly to the Fire Chief. The Deputy Chief of Operations shall perform such other related duties as may be required to properly supervise operations, or to fulfill requirements as may be determined by the Fire Chief.

Section 5.8 The Deputy Chief of Operations shall at all times adhere to their prescribed job description.

CHAPTER SIX

DEPUTY CHIEF EXECUTIVE OFFICER

Section 6.1 The Deputy Chief Executive Officer will be responsible for investigating inappropriate conduct and/or alleged violations of Department/City, Rules, Regulations and Policies. He/she will give completed investigation reports with a recommendation to the Chief of the Department in an orderly and timely fashion.

Section 6.2 The Deputy Chief Executive Officer is responsible for administrative control of discipline cases.

Section 6.3 The Deputy Chief Executive Officer will have the responsibility as the Attendance Review Officer. He/she will be charged with the task of continually reviewing sick and injury leaves within the Department and arresting problem areas before they get out of hand.

Section 6.4 The Deputy Chief Executive Officer will be responsible for the coordination of grants applications and request from various divisions for grant information.

Section 6.5 The Deputy Chief Executive Officer will review all award nominations. As the need arises, he/she will form a committee from the ranks of the Department, charged with the responsibility to investigate the circumstances of each individual act of heroism that lead to a nomination. When sufficient nominations exist to warrant an awards ceremony the Deputy Chief Executive Officer will be responsible for the planning and coordination of the ceremony.

Section 6.6 The Deputy Chief Executive Officer serves as a liaison between an employee and any available programs that might prove beneficial on a case by case basis. He/she serves as a contact person and an advocate, and in the case of Department referrals, monitors the participation and progress of members in the program.

Section 6.7 The Deputy Chief Executive Officer serves a command function, providing assistance to or serving as Incident Commander at major fires or other emergencies.

Section 6.8 The Deputy Chief Executive Officer shall perform such other related duties as may be required to properly supervise operations, or to fulfill requirements as may be determined by the Fire Chief.

Section 6.9 The Deputy Chief Executive Officer shall at all times adhere to their prescribed job description.

Exhibit E
New Job Description
Deputy Chief Executive Officer

CITY OF BRIDGEPORT

Job Title: Deputy Chief Executive Officer
Department: Fire Department
Reports To: Fire Chief
Union: Unaffiliated; Management Appointed Officials – 7a
Job Class Code: TBD

The Bridgeport Fire Department is dedicated to serving the people of the City of Bridgeport and providing the highest level of professional response to fire, medical, and environmental emergencies. Under the direction of the Fire Chief, the Deputy Chief Executive Officer serves as second in command of the Fire Department and is responsible for a variety of administrative and management functions for the executive branch of the Fire Department.

GENERAL STATEMENT OF DUTIES:

As the Deputy Chief Executive Officer, the person in this position will assist in the execution of executive and administrative responsibilities and ensure the department is managed effectively and efficiently. This position is responsible for various incident command, community relations, and personnel supervision and management duties. The position works independently within the Fire Department as second in command and reports directly to the Fire Chief, effectively carrying out all executive orders issued by the Chief and must be able to work collaboratively with other departments in the City to execute department and city-wide objectives. Performs related work as required.

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 operations, 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 City and Fire Department to improve operations and decision making. Work is performed in accordance with Department rules and regulations, the constitution of the United State of America and the State of Connecticut.

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.

- Serve as principal assistant to the Fire Chief and exercise full command, authority, and responsibility for the fire department in the absence or incapacity of the Fire Chief.
- Work at the top command level with the Fire Chief to plan department personnel policies and assignments to duty and work schedules and maintain department personnel records.
- Respond to all second or multiple alarm fires and provide assistant to or act as Incident Commander at major fires or other emergencies.
- Act as liaison between the fire department and the City's Communications department.
- Coordinate grant applications and requests for grant information.
- Investigate inappropriate conduct and/or alleged violations of Department/City rules, regulations and/or policies. Complete investigation reports in a timely manner.
- Maintain administrative control of discipline cases.
- Review attendance and sick and injury absences within the Department.
- Review and investigate the circumstances for award nominations and plans and coordinates ceremonies.

- Serves as liaison and contact person between employees and available programs. Advocates and monitors the participation and progress of members in any such program.
- Responsible for recruiting efforts designed to attract new members to the fire service.

MINIMUM REQUIREMENTS:

- Bachelor's degree in Fire Service Management or related field, with at least ten (10) years of progressively responsible professional firefighting experience, of which a minimum of three (3) years shall have been at a supervisory rank/level in a municipal fire department.
- Associate degree in Fire Service Management or a related field, with at least fifteen (15) years of progressively responsible professional firefighting experience, of which a minimum of five (5) years shall have been at a supervisory rank/level in a municipal fire department.
- Not dismissed from any former fire or law enforcement unit(s) for malfeasance or other serious misconduct.
- Did not resign or retire from a fire service or public safety position while under investigation for malfeasance or serious misconduct.
- Must be in good standing with current agency and has not demonstrated a pattern of behavior of malfeasance or other serious misconduct for which discipline has been sustained.

LICENSES AND CERTIFICATIONS:

- A valid Connecticut Driver's License with a clean driving record is required.
- State of Connecticut certifications: Fire Officer I, Fire Officer II, Fire Instructor.

PREFERRED QUALIFICATIONS:

- Three (3) years as an Assistant Chief or Deputy Chief in a comparably sized or larger fire department.
- Fire Officer III Certification.
- Master's degree in Fire Service Management or a related field.
- Graduation from the Executive Officer Program at the National Fire Academy.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of incident scene safety techniques, fire suppression strategies and tactical operations, and rescue incident strategies and tactical operations.
- Knowledge of department guidelines and procedures that guide actions on incident scenes, strategies and tactical operations for various non-structural fire incidents, collapse rescue strategies and tactical operations and personal protective equipment, including self-contained breathing apparatus (SCBA).
- Knowledge of the National Incident Management System (NIMS) Incident Command System.
- Knowledge of capabilities of equipment, apparatus, and staffing within the department, as well as services provided by all divisions within the department and by other relevant City departments or agencies, such as police or utility companies, ambulance services, etc.
- Knowledge of salvage, ventilation, overhaul, and operational support activities; vehicle fires strategies and tactical operations; rail system incidents strategies and tactical operations; aircraft incidents strategies and tactical operations; and of vehicle extrication strategies and tactical operations.
- Knowledge of the geographic layout and target hazards in the City of Bridgeport.
- Knowledge of building construction standards, codes, types (commercial and residential) and structural elements; fire evolution and smoke evaluation, behavior, and containment; and of special structures (high life hazards and high-risk hazards).
- Knowledge of administrative policies and procedures, including sexual harassment and discrimination policies and procedures and other required human resource administrative rules.

KNOWLEDGE, SKILLS, AND ABILITIES (continued):

- Knowledge of counseling and motivational techniques including coaching, mentoring and leadership techniques.
- Knowledge of project management methods, including timelines, action items, delegation, monitoring, and follow-up.
- Ability to establish working relationships with supervisors, subordinates, and the public and the ability to work as an integral team member.
- Ability to identify the needs and concerns of community members and make a concerted effort to deliver services that address those needs and concerns, while understanding the manner in which the organization needs to be presented to the community at large and making necessary efforts to work with the public while protecting the integrity of the organization.
- Skill to perform basic operations on a personal computer. Use of email, the internet, Microsoft Office programs and other software on a computer or mobile/portable data terminal or device to create documents, send emails, schedule on a calendar, or facilitate the sharing of information electronically.
- Ability to act in an honest and fair manner with a willingness to accept responsibility for one's actions.
- Ability to display strong moral principles and professionalism in action and words.
- Ability to follow through without prompting, and to be consistent and reliable with regard to actions and behavior.
- Ability to be thoughtful, careful, diligent, and vigilant with regard to work and task performance while exhibiting a strong attention to detail and maintaining a strong work ethic, perseverance, productivity, and desire to perform well.

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.

- Needs to be able to operate equipment and machinery with some requiring rapid adjustments with intermittent periods of flexion/extension of fingers in conjunction with thumb opposition for successful manipulation of equipment and machinery.
- Must be able to coordinate eyes, hands, limbs in performing skilled movements while operating equipment and machinery.
- Essential and marginal functions may require maintaining the physical condition necessary for standing, sitting and/or walking for frequent and sometimes prolonged periods of time while performing command functions at fire scenes or conducting inspections, traveling to various locations or riding or driving motor vehicles and while attending meetings or working at a keyboard or workstation, which may involve 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.
- Additional hours and attending meetings outside regular work hours may be required.

This position will be subject to additional security clearances and training as mandated by the City of Bridgeport Fire Department due to access to confidential and sensitive department facilities and electronic data.

This job description is not, nor is to be intended to be, a complete statement of all duties, functions, responsibilities, and qualifications which comprise this position. The above is intended as a general summary

only. You should not rely on it as a complete or binding explanation. This summary is subject to the reasonable discretion of city management. This summary does not constitute a contract of employment, express or implied, between the employee and City of Bridgeport. This is an informational guide and is subject to correction of any information which may have been inadvertently misstated.

AN EQUAL OPPORTUNITY EMPLOYER

Civil Service Commission Meeting Record of the Vote March 12, 2024

CIVIL SERVICE COMMISSION
City Hall, Wheeler Rooms A and B
45 Lyon Terrace, Bridgeport, CT 06604
March 12, 2024 at 4:30 p.m.

RECORD OF THE VOTE

Consent Agenda: Matters to be Acted Upon

1. Meeting Minutes

The Minutes from the special meeting on February 28, 2024 are submitted for review.

2. Merits – Certify for Payroll

3. Permanent Appointments – Certify for Payroll

4. Vacancy Report

The consent agenda was adopted as a whole.

Matters to be Acted Upon

5. Waiver Request

The Commission has received a request from Aaron Bryan for a 6-month waiver from the entry level Police Officer #2388 examination hiring process.

COMMISSIONER FORD MADE A MOTION TO GRANT THE WAIVER REQUEST; COMMISSIONER GRECH SECONDED THE MOTION. THE WAIVER WAS UNANIMOUSLY GRANTED.

6. New Classification Request - Senior Paralegal

The Civil Service Commission has received a request from Personnel Director, Eric Amado in collaboration with City Attorney Tyisha Toms, to approve the creation of a new non-competitive classification of Senior Paralegal for the Office of the City Attorney.

COMMISSIONER HALL MADE A MOTION TO APPROVE THE NEW CLASSIFICATION OF SENIOR PARALEGAL; COMMISSIONER RODGERS SECONDED THE MOTION. THE NEW CLASSIFICATION WAS UNANIMOUSLY GRANTED.

7. New Classification Request – Deputy Chief Executive Officer

The Civil Service Commission has received a request from Personnel Director, Eric Amado, in collaboration with Fire Chief Lance Edwards, to approve the creation of a new classification for the Fire Department position of Deputy Chief Executive Officer. It is not union affiliated.

COMMISSIONER HALL MADE A MOTION TO APPROVE THE NEW CLASSIFICATION OF DEPUTY CHIEF EXECUTIVE OFFICER; COMMISSIONER GRECH SECONDED THE MOTION. THE NEW CLASSIFICATION WAS UNANIMOUSLY GRANTED.

8. Updated Job Description – Deputy Chief of Administration and Operations

The Civil Service Commission has received a request from Personnel Director, Eric Amado, in collaboration with Fire Chief Lance Edwards, to approve an updated job description for the Fire Department classification of Deputy Chief of Administration and Operations. It is not union affiliated.

COMMISSIONER RODGERS MADE A MOTION TO APPROVE THE NEW CLASSIFICATION OF DEPUTY CHIEF OF ADMINISTRATION AND OPERATIONS; COMMISSIONER GRECH SECONDED THE MOTION. THE NEW CLASSIFICATION WAS UNANIMOUSLY GRANTED.

9. Appeal – Michelle Farkas (Tabled from February 28, 2024)

The Commission has received a request for an appeal from Michelle Farkas, regarding her disqualification from the Public Safety Telecommunicator exam #2387 hiring, process due to not meeting the minimum qualification of typing speed.

COMMISSIONERS GRECH, FORD, RODGERS AND HALL UNANIMOUSLY DENIED THE APPEAL

10. Appeal – Kenneth DuBose, Jr. Police Officer #2388

The Commission has received a request for an appeal from Kenneth DuBose, Jr. regarding his disqualification from the hiring process for the entry level Police Officer examination #2388, due to failing a portion of his medical examination.

COMMISSIONER RODGERS MADE A MOTION TO TABLE KENNETH DUBOSE JR.'S APPEAL; COMMISSINER GRECH SECONDED THE MOTION. THE APPEAL WAS UNANIMOUSLY TABLED.

11. Appeal – Jordan Francis, Police Officer #2388

The Commission has received a request for an appeal from Jordan Francis regarding his disqualification from the hiring process for the entry level Police Officer examination #2388, due to failing a portion of his medical examination.

COMMISSIONERS FORD, GRECH AND HALL GRANTED JORDAN FRANCIS' APPEAL. COMMISSIONER RODGERS DENIED JORDAN FRANCIS' APPEAL.

12. Appeal – Bobbie Broadnax, Jr.

The Commission has received a request for an appeal from Bobbie Broadnax, Jr. regarding his disqualification from the hiring process for a seasonal position with the Fairchild Wheeler Golf Course due to failing a portion of his medical examination.

COMMISSIONERS GRECH, FORD, HALL AND RODGERS UNANIMOUSLY GRANTED BOBBIE BROADNAX, JR.'S APPEAL.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	54-23
Submitted by Councilmember(s):	Tyler Mack
Co-Sponsors(s):	Choose an item.
District:	131ST
Subject:	Proposed Amendments to the Municipal Code of Ordinances amend to ADD New Chapter 2.127 – Civic Engagement Commission.
Referred to:	Ordinance Committee
City Council Date:	March 18, 2024

SECTION II RESOLUTION (PLEASE TYPE BELOW)

Proposed Ordinance on Civic Engagement Commission

WHEREAS, a goal for the City Council of the City of Bridgeport is to create opportunities of engagement for the community; and

WHEREAS, the City of Bridgeport embraces opportunities of service, civic education, and culture; and

WHEREAS, allowing community members to partner with its local government builds relationships and trust in the community; and

NOW, THEREFORE, IT BE ORDAINED, By the City Council of the City of Bridgeport, that the Municipal Code of Ordinances, Title 2 – Administration and Personnel, is hereby amended to add the following chapter: Chapter 2.127 – Civic Engagement Commission.

(See Attached Exhibit)

ATTEST
CITY CLERK _____

RECEIVED
CITY CLERKS OFFICE
24 MAR 13 AM 1:33



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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SECTION IV PUBLIC HEARING INFORMATION

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

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

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

SECTION VII WITHDRAWN/SINE DIE INFORMATION

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

City Council Approval Date:

SECTION IX COMMENTS (if any)

(NEW)

Chapter 2.127 Civic Engagement Commission

2.127.010 Established.

There is herewith established a Civic Engagement Commission which purpose is to enhance civic participation in order to build civic trust and strengthen the City of Bridgeport. The commission is encouraged to create initiatives and partnerships with public and private entities related to civic service, volunteerism, stewardship of public spaces, civic education, participatory budgeting, and other activities to support and encourage residents of Bridgeport to meaningfully participate in civic life.

2.127.020 Rights, powers, duties and responsibilities.

A. The commission shall, subject to appropriation, have the power and duty to:

1. Citywide Participatory Budgeting: Implement any program established by the Mayor to promote the participation of residents in identifying and expressing preferences among recommendations for local projects to be considered for inclusion in the Capital Budget.

2. Partnership with City Departments: Conduct and establish programming in partnership with other city departments to increase awareness of and access to city services and public engagement processes, create tools to assist city agencies in developing and promoting civic engagement initiatives, and develop strategies to centralize public information about opportunities for civic engagement in the city.

2.127.030 Members and terms.

A. The Commission shall consist of seven (7) members.

B. The members shall be appointed by the Mayor, subject to approval by the City Council. 90 days after approval of this ordinance, if there are vacancies on this commission, the President of the City Council for the City of Bridgeport shall have the authority to appoint members subject to approval of the City Council. The commission from its membership shall elect from its members a chairman and a vice-chairman. The Mayor shall have the authority to remove a member by executive order for cause. The City Council may by two-thirds vote, remove any member of the commission for cause.

C. All members of the commission shall not be entitled to compensation for their service to the commission but shall be compensated for expenses actually and necessarily incurred in the performance of their duties.

2.127.040 Other duties.

Notwithstanding any inconsistent provisions of law, the mayor shall be authorized to assign by executive order any powers and duties performed by the Civic Engagement Commission.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	55-23
Submitted by Councilmember(s):	Tyler Mack
Co-Sponsors(s):	Choose an item.
District:	131ST
Subject:	Proposed Amendment to the Municipal Code of Ordinances, Chapter 12.28 – Park Use Regulations amend Section 12.28.040 – Parking Restricted Within Public Parks.
Referred to:	Ordinance Committee
City Council Date:	March 18, 2024

SECTION II RESOLUTION (PLEASE TYPE BELOW)

Proposed Amendment Concerning Season Permits for All Taxpayers

WHEREAS, the City of Bridgeport is known as the Park City; and

WHEREAS, all taxpayers should have access to our parks; and

WHEREAS, the City of Bridgeport should ensure our residents get the best use of their taxpayer dollars;

NOW, THEREFORE, IT BE ORDAINED, By the City Council of the City of Bridgeport that the Municipal Code of Ordinances, Chapter 12.28.040 – Park Use Regulations, is hereby amended to amend the following section 12.28.040 – Parking Restricted Within Public Parks;

(See Attached Exhibit)

ATTEST
CITY CLERK _____
RECEIVED
CITY CLERKS OFFICE
24 MAR 13 AM 1:33



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

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

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

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

SECTION VII WITHDRAWN/SINE DIE INFORMATION

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

City Council Approval Date:

SECTION IX COMMENTS (if any)

Chapter 12.28 PARK USE REGULATIONS

12.28.010 Posting of rules and regulations.

The board of park commissioners shall cause all rules and regulations and the penalties provided therein relating to the government of the persons visiting any of the public parks to be plainly printed and to be kept conspicuously posted in proper places in the parks to which they relate.

(Prior code § 22-2)

12.28.020 Firearms and fireworks prohibited in parks.

No person shall carry or have any firearms in any of the city parks, and no firearms, firecrackers, torpedoes or fireworks shall be discharged in such parks except by permission of the board of park commissioners.

(Prior code § 22-6)

12.28.030 Use of vehicles in parks restricted.

- A. No person shall ride or drive any vehicle or conveyance, motor or otherwise, in the city parks except upon the roads provided therefor; and no such vehicle or conveyance shall be driven or propelled in such parks at such a rate of speed as to be unreasonable under the traffic conditions or to put in danger the property or persons of those using such parks or traveling therein. No cart, delivery wagon or truck, except while in the employ of the board of park commissioners or with the consent of such board, shall enter any park or any part thereof.
- B. No public service motor vehicle, or any vehicle designed for commercial purposes, or any car or vehicle displaying an advertisement, whether propelled by motor or horse-drawn, shall enter any of the public parks of the city, except in the service of, or by permission of, the board of park commissioners. Taxicabs shall not enter public parks of the city. This section shall not preclude the use of Waldemere Avenue Extension and Barnum Dyke at Seaside Park during the summer months by public service motor vehicles operating thereon by permission of the public utilities commission.
- C. The use of motorcycles and motorbikes is prohibited within the confines of Beardsley Park and Seaside Park; and the board of park commissioners of the city is authorized to prohibit the use of motorcycles and/or motorbikes in any city park, should the need become necessary when it conflicts with the obligation of the board of park commissioners to provide for the safety of the citizens of the city and those other persons using the public parks of the city.

(Prior code § 22-7)

12.28.040 Parking restricted within public parks.

The following regulations for parking of motor vehicles shall be in effect:

- A. There shall be areas within the public parks specifically designated by the board of park commissioners as permit parking areas. Admittance within these areas shall be only by way of a season permit or by a

payment of a specific fee for a specified period of time, which fee and specified period of time shall be set by the board of park commissioners.

- B. Season permits shall be issued by the board of park commissioners to owners of automobiles which are registered with the motor vehicle department of the state of Connecticut and listed with such department as being registered in the city. The season permit shall be for a specified period of time for a fee as set from time to time by the board of park commissioners, which shall not exceed fifteen dollars (\$15.00) per year. This permit shall be affixed to the lower portion of the left front window or left side window vent. Before so doing, however, the owner shall inscribe in ink upon such sticker in the place so designated the registration number of the automobile to which it is to be so affixed. There shall be a two-year moratorium on any increases in season permit fees for residents of Bridgeport, until May 6, 1993. Exceptions to the season permit fee shall meet the following criteria:
1. Proof of residence in the city of Bridgeport and proper identification;
 2. Senior citizen sixty-five (65) years or older;
 3. One exception per qualified senior citizen with current motor vehicle registered in the city of Bridgeport.
 4. A copy of a paid City of Bridgeport motor vehicle tax bill receipt issued by the Tax Collector of the City of Bridgeport.

Upon presenting proper identification; proof of age and residency, persons meeting all of the above criteria shall be eligible for one free park sticker annually.

- C. Specific areas of the public parks set aside by the board of park commissioners as permit parking areas are designated as tow-away zones, subject to the provisions of the tow-away ordinances of the city.
- D. Parking in any other area within the public parks or during any other period shall be as designated by the board of park commissioners.
- E. Any vehicle parking in the public parks in areas designated as permit parking areas in violation of this section may be assessed as follows: any officer of the police department of the city shall attach to such vehicle a notice to the owner thereof that such vehicle has been parked in violation of a provision of this section. Each such owner, within twenty-four (24) hours of the time when such notice was attached to such vehicle, shall pay or cause to be paid to such police department as a penalty for and in full satisfaction of such violation the sum of one hundred twenty five dollars (\$125.00). The failure of such owner to make such payment within twenty-four (24) hours shall make him liable to the penalties provided in Chapter 1.12 of this Code.

(Ord. dated 6/6/05; Ord. dated 5/6/91: prior code § 22-13)

(Ord. dated 5/16/16)

12.28.050 Reward for arrest of persons stealing or damaging property.

Fifty dollars (\$50.00) will be paid by the board of park commissioners for the arrest and conviction of any person stealing flowers or plants, or injuring the trees, shrubbery or any city property in said parks.

(Prior code § 22-15)

12.28.060 Drinking of alcoholic beverages in parks, beaches or playgrounds prohibited without a permit.

- A. Beer kegs or similar single containers of beer which contain in excess of one quart are prohibited in any public park, beach or playground unless a permit is obtained from the director of parks and recreation. Before any permit may be issued, the person or organization seeking such permit shall file an application with the director of parks and recreation setting forth:
1. The name, address and telephone number of the person or organization filing the application;
 2. The park and the portion of the park requested for such use;
 3. The dates and hours for which the use is requested; and
 4. The approximate number of persons expected.
- B. In deciding whether to grant such permit, the director of parks and recreation shall consider:
1. The nature of the subject park property and its adaptability to such use;
 2. The number of persons who will be consuming alcoholic beverages;
 3. The past experience with this person or organization in terms of their use and consumption of alcoholic beverages;
 4. The past experience with the drinking of alcoholic beverages in the park or particular portion of the park which the applicant proposes to use;
 5. The effect this use of the park would have on the neighborhood adjacent to said park property; and
 6. The nature of the organization that would be using such park property under such permit.
- C. Any person or organization aggrieved by any determination of the director of parks and recreation under any provision of this section may appeal such determination to the board of park commissioners by setting forth the details of such grievance in a letter to it, with a copy to the director of parks and recreation, within seven days after a determination by the director of parks and recreation with regard to said application.
- D. Any person violating this section shall be subject to a fine as provided in Chapter 1.12 of this code.

(Ord. dated 12/21/92 § 75(d); prior code § 22-17)

12.28.070 Specific areas where drinking alcoholic beverages prohibited.

The drinking of any alcoholic beverage is not allowed in Wood Park Circle, and persons violating this rule will be subject to arrest, per order of the board of park commissioners. Any person violating this section shall be fined as provided in Chapter 1.12 of this code or imprisoned for not more than thirty (30) days or both.

(Prior code § 22-18)

12.28.080 Erection of structures restricted.

No person shall erect in any part of said parks, or on the shores adjacent thereto, any building, tent, cabin or other structure, or camp in any part of said parks, without permission of the board of park commissioners. Recreational vehicles, such as campers and trailers, are not allowed to park overnight in the city parks.

(Prior code § 22-12)

12.28.090 Animals prohibited from parks.

No domestic animals except horses and dogs shall be taken or permitted to go into any of the parks of this city with or without a keeper, and no dog shall be taken or permitted to go into any of such parks unless held in leash. This section shall not be so construed as to conflict with Section 300 of the compiled Charter and Related Laws of the city found on file or with any provision of the General Statutes of the state. No horse not attached to a vehicle used exclusively for purposes of pleasure and recreation, or used for purposes of the park department or any other department or agency of the city, shall enter or be allowed to enter any public park except in such places as may be designated and officially posted for such purposes by the board of park commissioners and then strictly subject to such restrictions and regulations with respect thereto as may be adopted by the board of park commissioners. A copy of this section, printed in large and easily legible type, shall at all times be kept conspicuously posted both in the interior and on the exterior of all so-called riding academies, and all other establishments and premises where horses are rented or let out for hire.

(Prior code § 22-4)

12.28.100 Disturbing animals in parks restricted.

No person shall disturb any bird, bird's nest or bird's eggs, or any squirrel or other animal within any of the city parks, except by permission of the board of park commissioners. No person shall feed any bird, squirrel or other animal within any of such parks, except by permission of the board of park commissioners.

(Prior code § 22-11)

12.28.110 Playing of games in parks restricted.

No games shall be played in the city parks except in such places as shall be specially designated therefor by the board of park commissioners.

(Prior code § 22-14)

12.28.120 Admission fee to Barnum Museum—Exemptions.

- A. There shall be fees for adults, persons over the age of sixty-five (65), students with proper identification, and children for admission to the Barnum Museum at rates compatible with those charged by comparable museums in the state of Connecticut. Children shall be considered to be anyone above four years of age and under eighteen (18) years of age. Persons under the age of four years shall be admitted free of charge.
- B. Groups of students from Bridgeport schools supervised by a teacher and visiting as part of their educational program and during school hours shall be admitted free of charge. Members in good standing of the Barnum Museum shall be entitled to free admission. The Barnum Museum may make reciprocal fee arrangements with other organizations, notwithstanding any fees established pursuant to this section.
- C. Children's admission shall be increased as follows:
 - 1. Regular from \$2.00 to \$3.00;
 - 2. Group from \$1.50 to \$2.00.
- D. Any increases in fees in the future originally set per this section shall be approved by the common council before they take effect.

(Ord. dated 6/3/91; Ord. dated 2/21/89: prior code § 22-16)

12.28.130 Regulation of swimming.

No person shall be permitted to swim at any public beach a distance which shall be regarded as unsafe by the lifeguard or other public authority at such beach, and any person who shall persist in such practice after being warned shall be deemed guilty of a violation of this section. The superintendents of the public bathing beaches and their assistants, including lifeguards, are authorized to enforce the provisions of this section and Section 12.28.150, and the penalty for the violation of any of the provisions thereof shall be a fine of not more than fifty dollars (\$50.00) for each offense.

(Prior code § 22-9)

12.28.140 Specific areas where swimming and/or fishing prohibited.

- A. It is unlawful for any person or persons to fish or swim in the area off Seaside Park known as Breezy Point Breakwaters. Violations or violators shall be fined not more than fifty dollars (\$50.00) each.
- B. It is unlawful for any person or persons to swim in the Beardsley Park water area known as Brunnell's Pond. Violations or violators shall be fined not more than fifty dollars (\$50.00) each.

(Prior code § 22-9.1)

12.28.150 Bathing attire.

The attire for public bathing for both men and women shall conform at all times to a standard of decency with a minimum of unnecessary exposure. No person shall dress or undress, whether in the open or in any vehicle, in any portion of any public park or upon the shores of any water adjacent thereto except in such buildings as shall be specially designated therefor by the board of park commissioners; provided that the removal of outer garments placed over a proper bathing attire shall not be considered a violation of the provisions of this section.

(Prior code § 22-8)

12.28.160 Wearing of bathing attire in parks restricted.

No person in bathing costume shall be allowed upon the ball fields or other public park lands of the city, except such land as lies adjacent to and west of the public bathing pavilion at Seaside Park.

(Prior code § 22-10)

12.28.170 Certain acts prohibited.

- A. No person shall sleep upon the grass, benches or any other part of the open ground of the parks; and no person shall cut, break, dig up or in any manner mutilate or injure any drive in any of the city parks, or mark or paste on any stone, fence, wall, building, monument or other object contained or located in such parks any bill, advertisement or inscription whatsoever except by direction or permission of the board of park commissioners.
- B. No person shall, except by permission of the board of park commissioners, sell, offer or expose for sale any goods or wares in the city parks; nor shall any person distribute any handbill or poster therein or solicit subscriptions or contributions or play any games of chance or have possession of any instrument of

(Supp. No. 21, Update 4)

Created: 2023-11-27 09:47:15 [EST]

gambling, or utter profane, threatening, abusive or indecent language, or commit any obscene or indecent acts within any of such parks.

(Prior code § 22-5)

12.28.180 Violations—Penalties.

The following park violations shall be subject to a fine of ninety-nine dollars (\$99.00) for each offense:

- A. Park department regulations having the effect of ordinances:
 - 1. Misuse or damage park property;
 - 2. To injure trees, plants or disturb animals;
 - 3. Exceed fifteen (15) miles per hour or to teach to drive;
 - 4. To have organized music or public speaking without permit;
 - 5. Illegal use of firearms or fireworks;
 - 6. Illegal dumping in public parks.
- B. Common violations of ordinances pertaining to public parks:
 - 1. Mutilation of park roads or grounds;
 - 2. Defacing or abuse of any park property;
 - 3. Illegal use of fireworks;
 - 4. Driving vehicles in areas other than roads;
 - 5. Unauthorized trucks, delivery wagons or carts in park;
 - 6. Endangering property or person of those using parks;
 - 7. Selling goods or wares without permit;
 - 8. Committing indecent or obscene acts;
 - 9. Commercial vehicle in the park; motorcycle and motor bike;
 - 10. Parking of autos along certain streets at seaside;
 - 11. Illegal use of park stickers and fees for same;
 - 12. Loitering by minors during certain hours prohibited;
 - 13. Dumping prohibited on unauthorized areas.

(Prior code § 22-19)

12.28.190 Adult sports team registration fees.

- A. Each sports team seeking permission to operate as part of an adult athletic league within or on city parks or parkland shall be required to pay an annual per team registration fee of one hundred dollars (\$100.00) per calendar year or part thereof.
- B. Registrations shall be issued by, and registration fees payable to, the parks and recreation department.

(Ord. dated 3/23/09)

(Supp. No. 21, Update 4)

Created: 2023-11-27 09:47:16 [EST]

12.28.200 Nitrous oxide prohibited in parks.

Any and all non-medicinal inhalation, possession, distribution, and/or sale of nitrous oxide are not allowed, and are prohibited, in city parks. Any person violating this rule and regulation (absent written proof of medical necessity from a licensed physician with respect to inhalation and/or possession) shall subject the nitrous oxide and associated container to immediate confiscation by park and/or city police. In addition, any person violating this rule and regulation shall be fined as provided in Chapter 1.12 of the code of ordinances of the city of Bridgeport, and be subject to arrest as appropriate.

(Ord. dated 6/21/10)

12.28.210 Regulation banning smoking in city parks.

Smoking of tobacco or any other combustible products shall not be permitted at the playgrounds, sports fields nor on the beaches of the parks of the city. Noticed by posting and signage.

Any person violating this rule and regulation and ordinance shall be fined as provided in Chapter 1.12 of the code of ordinances of the city of Bridgeport.

(Ord. dated 10/5/15)



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I		CITY COUNCIL SUBMISSION INFORMATION	
Log ID/Item Number:	57-23	ATTACHED CITY CLERK	RECEIVED CITY CLERKS OFFICE 21 MAR 13 AM 1:32
Submitted by Councilmember(s):	Tyler Mack		
Co-Sponsors(s):	Choose an item.		
District:	131ST		
Subject:	Proposed Resolution re: Succession Planning for Critical Departments		
Referred to:	Miscellaneous Matters Committee		
City Council Date:	March 20, 2023		
SECTION II		RESOLUTION (PLEASE TYPE BELOW)	

Succession Planning for Critical Departments

WHEREAS, a successful succession planning process will help prepare and transition municipal employees to transition into other roles; and

WHEREAS, developing a succession planning process and the appropriate support training programs can help the City of Bridgeport prepare and equip employees to be good practitioners and supervisors; and

WHEREAS, the City of Bridgeport needs better transitional procedures to help the city operate at full capacity at all times;

NOW, THEREFORE BE IT RESOLVED, The Mayor or their designee must begin the process of creating a Supervisor's Succession plan by July 1, 2024; and

BE IT FURTHER RESOVLED, the Mayor or their designee must identify critical positions that are essential for each department and/or division that will need a succession plan; and

BE IT FURTHER RESOLVED, after the Mayor or their designee identity critical positions that are essential to each department or division, they must evaluate if there are any learning and development programs, mentoring efforts, and knowledge transfer practices for employees in each department or division; and

BE IT FURTHER RESOLVED, after examining current succession processes, the Mayor or their designee shall create a gap analysis to examine the successful planning efforts the City of Bridgeport currently have and the succession planning efforts the City of Bridgeport needs; and

BE IT FURTHER RESOLVED, the Mayor of their designee shall create a developmental program that will provide educational programming designed to enhance employees knowledge and develop leadership expertise; and



OFFICE OF THE CITY CLERK RESOLUTION FORM

BE IT FURTHER RESOLVED, A progress report of this succession plan shall be reported to the Bridgeport City Council by March 1st, 2025.

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

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

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

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

SECTION VII WITHDRAWN/SINE DIE INFORMATION

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

City Council Approval Date:	
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SECTION IX COMMENTS (if any)