

AGENDA

CITY COUNCIL MEETING

MONDAY, DECEMBER 20, 2010

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Citations: Bridgeport Chargers Football Team for winning the American Youth Football National Championship.

City Council Citations: Bridgeport Chargers Football Team Members and Staff in recognition of their winning the American Youth Football National Championship.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: November 15, 2010

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 10-10** Communication from Labor Relations and Benefits Administrations, re Proposed Agreement with Anthem Health Plans to Provide Medicare Advantage Health Plan to covered Medicare-eligible retirees of the City and BOE for the period of January 1, 2011 thru December 31, 2011, referred to Contracts Committee.
- 11-10** Communication from Airport Manager, re Supplement No. 1 to Lease Agreement No. DTFANE-06-L-00025 with USA Federal Aviation Administration ATCT/AFS for Space at Sikorsky Memorial Airport, referred to Contracts Committee.
- 12-10** Communication from Mayor, re Appointment of Giselle DeValle (D) to the Zoning Board of Appeals, referred to Miscellaneous Matters Committee.
- 13-10** Communication from Mayor, re Appointment of Roger Wilmot Weldon (R) to the Historic District Commission #1, referred to Miscellaneous Matters Committee.
- 14-10** Communication from Mayor, re Appointment of Edwin Scott Powley (R) to the Planning and Zoning Commission, referred to Miscellaneous Matters Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 15-10** Communication from OPED, re Authorizing the Acceptance of Grants from the Federal Transit Administration and the State DOT for the Construction of Bridgeport Intermodal Transportation Center, Project ID No. CT-04-0024-00, referred to Public Safety and Transportation Committee.
- 16-10** Communication from Central Grants and Community Development, re Grant Submission: State Department of Public Health and the Connecticut Association of Directors of Health (CADH) for 2010-2011 Childhood Lead Poisoning Prevention and Control Contract, referred to Economic and Community Development and Environment Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *154-09** Public Safety and Transportation Committee Report re Appointment of Edgar Rodriguez (D) to the Fire Commission.
- *156-09** Public Safety and Transportation Committee Report re Grant Submission: State of Connecticut OPM 2010 Police Youth Grant Program.
- *04-10** Contracts Committee Report re Professional Services Agreement with Environmental Land Solutions, LLC for Consultant Services to the Inland Wetlands and Watercourses Agency.

MATTERS TO BE ACTED UPON:

- 06-10** Contracts Committee Report re Collective Bargaining Agreement with the Board of Education and Council of Administrators and Supervisors for the period of September 1, 2011 thru August 31, 2014. **DENIED**

**CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, DECEMBER 20, 2010
6:30 pm**

ATTENDANCE: Council members: Brannelly, M. McCarthy, A. Ayala, Brantley, T. McCarthy, Vizzo-Paniccia, M. Ayala, Martinez, Paoletto, Carver, Baker, Holloway

ABSENT: Council members: Taylor-Moye, Walsh, Austin, Lyons, Bonney, dePara, Silva

Council President McCarthy called the public speaking session to order at 6:50 pm.

The city clerk took the roll call and she announced there was a quorum.

Council President McCarthy announced that the following persons signed up tonight to address the council:

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 20, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
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Joy Purdy	School Resource Officers
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Ms. Purdy spoke about school safety affecting many schools in Bridgeport and the removal of the school resource officers. She expressed that everyone was concerned about safety and she emphasized that everything is always being taken away from the children. She thought the safety of kids was the number one priority. She questioned why the school resource officers can't continue being paid the same way as they've been in past years. She relayed incidences of fights that have escalated due to the lack of officers. She pointed out that they are more than just mediators for the kids, because they serve many other purposes, such as being a mentor. She urged the city council to help keep the schools safe.

Ted Meekins	School Resource Officers
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Mr. Meekins stated that the School Resource Officers are highly trained officers to assure a safe environment. He urged the city council to help keep them in schools and keep the kids safe.

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ATTN: CITY CLERK

Mr. Coviello spoke wished everyone a Happy New Year. He went on to congratulate everyone for the stand they took last week, in regard to questioning where the money was coming from and where it's being spent; this pertained to an agenda item that was up for approval. He said he hoped they would take a similar stand in the new year when questions arise. He further noted that there has been a lot of disrespect among the administration and he again congratulated the city council for handling the matter well. He asked them to focus on young people next year, in regard to the leadership group that has been restructured. He noted that the group in place is not being run like it used to. He stressed that there are many youth issues that need to be addressed, such as alcohol and drugs that need to be addressed. He emphasized that the program is needed. He encouraged council members to contact the Board of Education and request that they reinstate the program the way it was.

He also mentioned that the School Resource Officers should be reinstated in the schools. He stressed that next year should be the year of the youth!

The public hearing session ended at 7:00 pm.

CITY COUNCIL MEETING

Monday, December 20, 2010

7:00 pm.

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

ATTENDANCE: Council members: Brannelly, M. McCarthy, A. Ayala, Brantley, Walsh, T. McCarthy, Bonney, Blunt, dePara, M. Ayala, Martinez, Paoletto, Curwen, Baker, Holloway

ABSENT: Council members: Taylor-Moye, Austin, Lyons, Silva

Mayor Finch called the meeting to order at 7:15 pm.

Prayer the prayer was offered by Ted Meekins.

Pledge of Allegiance the pledge was led by Coach Wiggins.

Roll Call the city clerk took the roll call and announced there was a quorum.

Council President McCarthy announced that the following council members weren't in attendance tonight due to the following reasons:

Council member Austin's wife was ill; Council member Taylor-Moye was still not feeling well; Council member Silva had a family member that was in a car accident and Council member Lyons had a family illness.

Mayoral Citations: Bridgeport Chargers Football Team for winning the American Youth Football National Championship.

City Council Citations: Bridgeport Chargers Football Team Members and Staff in recognition of their winning the American Youth Football National Championship.

Mayor Finch and Council President McCarthy asked all the team members and coaches to approach the front of council chambers to receive the citations. All the team members and coaches approached with the trophies that were won.

Mayor Finch acknowledged the seventh grade Bridgeport Chargers Football Team and Coach Epps for their accomplishment winning the American Youth Football National Championship – *to applause*. He relayed a story of how the kids worked hard at a time

when others are making fun of the city. He expressed that they worked hard and made us proud. He mentioned that they played and won at the stadium in Bridgeport and they went on to Florida where they won the national championship, as well as the state championship. He further expressed that the eight graders came in third – *to applause.*

He read the citation highlighting the history of the Chargers Football Team that has only been in existence for four years and are now national champions. The citation read how they pride themselves and were awarded for good sportsmanship during 2010. Mayor Finch further noted that the team helped with the parks clean up effort this summer.

He declared December 20th as Bridgeport Chargers Day!

Names of the players were called out for recognition as the **2010 National Champions.**

Council President McCarthy spoke on behalf of the city council. He expressed the sentiment that “there are great kids in the City of Bridgeport”!

The citation was read for each team member to accept.

Council President McCarthy highlighted that the citation outlined sincerest congratulations to the Bridgeport Chargers 2010 National Champions and extended very best wishes and hope for continued success.

He thanked all the parents and supporters, noting the sentiment of what Bridgeport is really about and who we really are, despite what they say about us! *All the team players and coaches chanted the team's motto in unison – to applause!*

A group picture was taken with all the council members, team players and coaches who held up the trophies.

Council President McCarthy called for a caucus at 7:35 pm.

The caucus ended at 8:15 pm.

Mayor Finch reconvened the meeting at 8:16 pm.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: November 15, 2010

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**COUNCIL MEMBER M. McCARTHY MOVED TO ACCEPT THE MINUTES
COUNCIL MEMBER BRANNELLY SECONDED
MOTION PASSED UNANIMOUSLY**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

**
**COUNCIL MEMBER HOLLOWAY MOVED TO REFER COMMUNICATIONS
TO COMMITTEES**

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COUNCIL MEMBER T. McCARTHY SECONDED

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MOTION PASSED UNANIMOUSLY

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Mayor Finch asked if there were any items to be removed from the consent calendar. There was none heard. The city clerk read the items into the record.

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**COUNCIL MEMBER PAOLETTO MOVED TO APPROVE
COUNCIL MEMBER A. AYALA SECONDED**

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***154-09** Public Safety and Transportation Committee Report re Appointment of Edgar Rodriguez (D) to the Fire Commission.

- *156-09** Public Safety and Transportation Committee Report re Grant Submission: State of Connecticut OPM 2010 Police Youth Grant Program.
- *04-10** Contracts Committee Report re Professional Services Agreement with Environmental Land Solutions, LLC for Consultant Services to the Inland Wetlands and Watercourses Agency.
- **** **MOTION PASSED UNANIMOUSLY**

Mayor Finch recognized Edgar Rodriguez, who was in the audience; on his appointment to the Fire Commission.

MATTERS TO BE ACTED UPON:

- 06-10** Contracts Committee Report re Collective Bargaining Agreement with the Board of Education and Council of Administrators and Supervisors for the period of September 1, 2011 thru August 31, 2014. **DENIED**

Council member Paoletto stated that the item was heard in committee and it was originally denied.

- **** **COUNCIL MEMBER PAOLETTO MOVED TO TABLE THE ITEM AND RETURN IT TO COMMITTEE**
- **** **COUNCIL MEMBER MARTINEZ SECONDED**
- **** **MOTION PASSED WITH SIXTEEN VOTES IN FAVOR AND FOUR VOTES IN OPPOSITION (COUNCIL MEMBERS: WALSH, dePARA, BAKER, CURWEN)**

Other Business:

- **** **COUNCIL MEMBER WALSH MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF REFERRING AN ITEM TO THE MISCELLANEOUS MATTERS COMMITTEE**
- **** **COUNCIL MEMBER T. McCARTHY SECONDED**
- **** **MOTION PASSED UNANIMOUSLY**
- **** **COUNCIL MEMBER WALSH MOVED TO REFER (ITEM # 17-10) RE: FISCAL IMPACT STATEMENT ANALYSIS FROM ALL SOURCES EXCEPT FROM MEMBERS OF THE CITY COUNCIL TO THE MISCELLANEOUS MATTERS COMMITTEE**
- **** **COUNCIL MEMBER T. McCARTHY SECONDED**
- **** **MOTION PASSED UNANIMOUSLY**

Council President McCarthy wished everyone a Merry Christmas, Happy Hanukkah and Kwanzaa!

He announced that the next scheduled city council meeting will be held on January 3, 2011.

Mayor Finch announced that there was a citywide Holiday Party being held on Thursday, December 23 from noon until at the Barnum Museum. He noted that children were invited.

Council member Martinez announced that there would be a "Three Kings Day" celebration held on January 3, 2011 in council chambers following the city council meeting.

Mayor Finch announced that he swore in the new Police Chief Joseph Gaudett. He updated that they had three candidates and they chose Gaudett. They had the official swearing in and a larger ceremony will be planned. He encouraged the city council members to see him to help plan the ceremony if they're interested.

ADJOURNMENT

**** COUNCIL MEMBER M. McCARTHY MOVED TO ADJOURN
** COUNCIL MEMBER BRANTLEY SECONDED
** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:40 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services



BILL FINCH
Mayor

CITY OF BRIDGEPORT
LABOR RELATIONS AND BENEFITS ADMINISTRATION

45 Lyon Terrace, Bridgeport, Connecticut 06604

LAWRENCE E. OSBORNE
Director
(203) 576-7843

JANET M. FINCH
Human Resources
Manager
(203) 576-8474

RICHARD D. WEINER
Benefits Manager
(203) 576-7007

COMM#10-10 Referred to Contracts Committee on 12/20/2010

December 3, 2010

Honorable Fleeta Hudson
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear Madam Clerk:

Attached please find an original and twenty copies of an Agreement between Anthem Health Plans and the City of Bridgeport to provide a Medicare Advantage Health Plan to covered Medicare-eligible retirees of the City and Board of Education.

The term of the Agreement is from January 1, 2011 to December 31, 2011.

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting of December 20, 2010.

Sincerely,

Richard D. Weiner
Benefits Manager

ATTEST
CITY CLERK

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Group Agreement

This Anthem Medicare Preferred (PPO) Medicare Advantage Group Agreement (hereinafter "Agreement") is entered into this 1st day of January 2011 (hereinafter "Effective Date") by and between City of Bridgeport and Bridgeport Board of Education (BOE) (hereinafter "Group"), located at 45 Lyon Terrace, Bridgeport, CT 06604-4023 and Anthem Health Plans doing business as Anthem Blue Cross Blue Shield, sponsor of the Anthem Medicare Preferred PPO Medicare Advantage Program (hereinafter "MA Plan"), located at 145 South Pioneer Road; Fond du Lac, WI 54935 upon the following terms and conditions:

ARTICLE 1 - PURPOSE

In consideration of the Group's application, payment of premiums and compliance with all covenants and provisions as set forth in this Agreement, MA Plan shall provide or cause to be provided coverage for health care benefits, as described in the Evidence of Coverage issued pursuant to this Agreement, to enrolled eligible Members. This Agreement shall supersede any and all prior agreements, agreements, or arrangements between the parties regarding the subject matter addressed herein.

ARTICLE 2 - DEFINITIONS

For purposes of this Agreement and any addenda or schedules to this Agreement, the following words and terms have the following meanings unless the context or use clearly indicates another meaning or intent. Capitalized words and terms not defined below are defined in the Evidence of Coverage.

- A. **EVIDENCE OF COVERAGE.** The Evidence of Coverage and any endorsements or riders to the Evidence of Coverage shall define those services and benefits covered for Members as a consequence of this Agreement. The Evidence of Coverage also defines the rights and responsibilities of the Member and the MA Plan
- B. **AGREEMENT.** The following documents will constitute the entire Agreement between the parties: this Agreement, the Schedule of Benefits, and any addenda, endorsements, and schedules which are hereby incorporated by reference; the Evidence of Coverage and any riders thereto; the Group application; the individual applications and any reclassifications thereof submitted by Members of the Group; applicable MA Plan underwriting assumptions, MA Plan administrative practices and procedures of MA Plan as adopted and revised from time to time (hereinafter referred to collectively as "Policies").
- C. **AGREEMENT PERIOD.** The initial Agreement Period shall last for 12 months and shall begin on the effective date as listed in Addendum A and end January 1st at 12:01 am local time at the Group's address. The Group may renew the Agreement for additional 12-month periods upon the giving of 90-days' written

notice to MA Plan prior to the expiration of the then-current 12-month Agreement Period.

- D. **MEMBER.** A Medicare eligible retiree or eligible dependent who has applied for coverage and who has satisfied the eligibility conditions specified in this Agreement, and the Evidence of Coverage. Although Members are not parties to this Agreement, the information provided in their applications is used to determine eligibility for coverage and benefits.
- E. **COVERED SERVICE.** Any hospital, medical, prescription or other health care service rendered to Members for which benefits are provided pursuant to the Evidence of Coverage.
- F. **EFFECTIVE DATE.** This Agreement shall be effective at 12:01 a.m. on the Effective Date set forth above.
- G. **SUBSCRIBER.** A Medicare eligible retiree of the Group who is enrolled under this Agreement and is eligible to receive benefits under the terms and conditions of the Evidence of Coverage.
- H. **GRACE PERIOD.** Premium payment is due and payable on the 1st of the month. However, there is a thirty (30) day Grace Period. The payment amount must equal the "TOTAL DUE" amount shown on the billing cover sheet, less any payment previously remitted but not reflected on the current billing statement. Once the Group exceeds their Grace Period and enters into a delinquency process they must pay 100% of the "TOTAL DUE" to avoid termination.

ARTICLE 3 - ELIGIBILITY AND ENROLLMENT

- A. Eligibility. Members eligible to be covered under this Agreement shall be as specified in this Agreement, the Evidence of Coverage and MA Plan Policies.
- B. Initial enrollment of Members. Those individuals initially enrolled shall be eligible Members who shall have timely filed an application for enrollment for such Members and their eligible dependents and who have satisfied MA Plan's Policies. Upon acceptance of such application by MA Plan and CMS, or modification thereof, and payment of the applicable premiums, such Members and dependents shall become enrolled under this Agreement for the type of coverage elected in such application on the Effective Date.

The premium rates calculated for the Group are as provided in Addendum A and are based upon the accuracy of the eligibility data submitted by Members. MA Plan reserves the right to review such rates upon receipt of all individual applications

from Members and to modify the rates within thirty (30) days of MA Plan's acceptance of the Member's Application, if the enrollment information so warrants.

- C. Addition of New, Transferred and Newly Eligible Members. The Group shall have the opportunity to submit applications to add new, transferred and newly eligible Members to the group of Members initially enrolled under this Agreement. However, before qualifying for enrollment, the new, transferred or newly eligible Member must meet all of the applicable eligibility requirements as set forth in the Evidence of Coverage, MA Plan Policies and this Agreement, and any subsequent modifications thereto. Addition of the Members and their eligible dependents shall be made in accordance with the following procedures:
1. Applications will be submitted on behalf of all new, transferred or newly eligible Members who wish to enroll at the time of retirement, transfer or eligibility. Applications shall specify the date of retirement and the date of eligibility for those who became eligible after the initial enrollment date.
 2. The effective date of coverage for any such additional Member whose application is accepted by MA Plan shall be in accordance with MA Plan's Policies and the Evidence of Coverage, and the Centers for Medicare & Medicaid Services (hereinafter CMS) regulations in effect at the time the Member's application is approved.
 3. At any time applications may be submitted to MA Plan by eligible Members who are enrolled in another benefit plan or alternate delivery system offered by the Group.
 4. Members transferred or residing within the MA Plan's Service Area may apply to enroll for benefits under this Agreement.
- D. Commencement of Coverage. Coverage hereunder for Subscribers and their eligible dependents that are enrolled on or before the Effective Date of this Agreement shall commence as of such Effective Date, subject to the provisions of the Evidence of Coverage. Thereafter, coverage for any eligible Member who makes a timely application for enrollment for himself and a separate application for his eligible dependents shall begin on the date determined in accordance with MA Plan Policies and Medicare Advantage regulations.
- E. Monthly Eligibility Notice and Other Reports. The Group shall furnish to MA Plan initial information regarding Members and shall thereafter furnish a monthly notice of additions, deletions, and changes to this listing on or prior to the billing date. The Group shall keep such records and furnish to MA Plan such notification and other information as may be required by MA Plan for the purpose of enrolling Members, processing terminations, effecting changes in agreement status, effecting changes due to a Member becoming eligible for Medicare, effecting changes due to a

Member becoming disabled, determining the amount payable by the Group under this Agreement, or for any other purpose reasonably related to the administration of this Agreement.

MA Plan reserves the right to limit retroactive changes to enrollment to a maximum of thirty (30) days from the date notice is received except for terminations. Acceptance of payments from the Group or the payment of benefits to persons no longer eligible will not obligate MA Plan to provide benefits.

- F. Termination of coverage. A Member who is determined by the Group to be ineligible for benefits shall be reported on the monthly listing as a deletion from the listing of Members. Upon the Group's direction to MA Plan, the coverage of such Member shall terminate after providing notice to such Member in accordance with the MA Plan Policies, the Evidence of Coverage and the Medicare Advantage regulations.

The Group shall give MA Plan reasonable advance notice of any Member terminations in order to enable MA Plan to remove the Member from MA Plan's list of Members. Further, if MA Plan has provided benefits for persons no longer eligible because MA Plan did not receive timely notification of termination, then the Group shall reimburse MA Plan for all unrecovered claim amounts paid.

Retroactive disenrollment is not allowed except in specific situations approved by CMS. CMS may approve a retroactive disenrollment of a Member if there are unusual facts or situations meeting all of the following criteria:

- a. The Member alleges not having understood that he/she was enrolling into a lock-in Medicare Advantage Plan. A written statement signed by the Member is required.
- b. The Member has not used plan services.
- c. There are other indications that the Member did not understand the lock-in provision.

Retroactive disenrollment must be submitted to the MA Plan, so that the MA Plan can submit the retroactive disenrollment request to CMS. The Group shall be responsible for providing MA Plan with applicable data or information required to substantiate MA Plan's request for retroactive disenrollment.

- G. COBRA continuation Coverage. To the extent that the continuation coverage requirements of Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") or any other applicable state law apply to MA Plan, MA Plan shall allow continued coverage under this Agreement only for those qualified beneficiaries under COBRA or such state law who have been timely notified of their continuation rights and have timely elected and paid for the

continued coverage, and only to the extent required by COBRA or applicable state law. It is further understood and agreed that any notice, collection of premium, or communication regarding continuation of coverage shall be the responsibility of the Employer and not MA Plan.

ARTICLE 4 - OBLIGATIONS OF MAPLAN

- A. MA Plan shall provide health care benefits to Members who receive Covered Services under the terms of this Agreement and the Evidence of Coverage. However, in no event will MA Plan provide benefits for services rendered prior to the Effective Date or after the termination of this Agreement or for any period for which full premium payment has not been paid to MA Plan, except as provided in the Evidence of Coverage and applicable Medicare Advantage regulations.
- B. MA Plan shall furnish an identification card and Evidence of Coverage for each Member enrolled in the applicable plans covered by this Agreement.
- C. MA Plan shall furnish appropriate application forms and related material necessary and appropriate for the enrollment of Members and shall provide such assistance as may reasonably be necessary to the Group for enrollment purposes. MA Plan shall maintain current eligibility status records on all Members as submitted by the Group for the adjudication of claims.
- D. MA Plan shall use ordinary and reasonable care in the performance of its duties under this Agreement. MA Plan agrees to indemnify the Group and hold it, its elected and appointed officials, officers, department heads, agents and employees harmless from all amounts and expenses (including reasonable attorneys' fees and court costs) for which the Group may become liable or which the Group may incur in consequence of any gross negligence or fraudulent or criminal act or omission of MA Plan, its officers or employees, but MA Plan shall not be liable to the Group for any mistake of judgment, errors made in performing administrative functions under this Agreement or other actions taken in good faith that do not result from any such gross negligence or fraudulent or criminal act or omission. MA Plan's liability hereunder shall be limited to actual direct damages suffered by Group but shall not include indirect, consequential, punitive or exemplary damages. This indemnification shall survive the termination of this Agreement.
- E. MA Plan may employ or subcontract with any person and may delegate thereto any and all of its responsibilities under this Agreement without the consent of the Group.

ARTICLE 5 - OBLIGATIONS OF GROUP

- A. Premium payments shall be due and payable in full and in advance by the Group for each Member in the amounts and at the time specified in Addendum A to this Agreement or in subsequent modifications thereto. MA Plan shall not have any obligation to accept partial premium payment. The Group shall make such payments regardless of whether Group has made arrangements to receive from, or otherwise charge to, its subscribers all or any part of such amounts, or MA Plan has not sent an invoice to the Group. The Group shall have the responsibility for collecting and remitting payments to MA Plan as they come due, even if the Group has not received premiums from Members or a premium bill from the MA Plan. MA Plan shall not assume any liability for Members enrolled hereunder by reason of any delay or failure of the Group to remit applicable payments.
- B. If more than one Medicare Advantage plan is offered to Members, then Group shall offer MA Plan coverage to all eligible Members on terms no less favorable with respect to Group's contribution than those applicable to any other health coverage available through the Group.
- C. The Group will timely provide MA Plan with any information as may reasonably be required by MA Plan for the purposes of determining eligibility for coverage, enrolling and disenrolling Members, determining the amount of premium payable by the Group or any other purpose reasonably related to the administration of this Agreement. The Group will give notification of eligibility to each Member who is or will become eligible for enrollment, and will collect and submit to MA Plan an application for each Member desiring to enroll.
- D. The Group will promptly, but no less frequently than monthly, forward to MA Plan all applications, notices or other writings delivered to the Group from Members and Subscribers pursuant to this Agreement.
- E. The Group or its designated Plan Administrator shall retain fiduciary responsibility for compliance with any and all applicable federal, state and local laws and regulations. This includes, but is not limited to, the provisions and documentation to be delivered to Members as required by COBRA and as required by other provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").
- F. The Group will timely distribute to Subscribers any notices or information relating to this Agreement that may be addressed or directed to the Members enrolled under this Agreement, including but not limited to, notices of premium changes and termination of this Agreement. When applicable, the Group will also timely distribute to Members the identification cards and Evidence of Coverage.
- G. The Group shall defend, indemnify, and hold harmless MA Plan and its affiliates and their respective directors, officers and employees (the "Indemnitees") from and against all claims, demands, losses, liabilities, expenses and damages which the

Indemnites may suffer or incur (other than liability arising from MA Plan's negligence or willful misconduct), as a result of the Group's breach of fiduciary responsibilities with regard to the benefit plan under which these benefits are provided, its failure to comply with local, state or federal law or to fulfill its obligations under this Agreement. This indemnification shall survive termination of this Agreement. "Negligence" as it pertains to MA Plan means MA Plan's failure to perform its obligations under this Agreement using the same skill and care under the circumstances then prevailing that a reasonably prudent MA Plan acting in a like capacity and familiar with such methods would use in conducting its business and providing services." The Group's liability hereunder shall be limited to actual direct damages suffered by MA Plan but shall not include indirect, consequential, punitive or exemplary damages.

H. Group hereby acknowledges, agrees and certifies its compliance with the following requirements as they relate Group's MA Plan(s).

1. Premium – Group hereby agrees and certifies, as to waiver premium, that:

Different amounts can be subsidized for different classes of Members in an MA Plan, provided such classes are reasonable and based upon objective business criteria (i.e., years of service, business location, job category, nature of compensation). Accordingly, Group hereby certifies that such classes (if any) are reasonable and based upon objective business criteria.

The premium within a given class does not vary by Member.

Members are not charged more than the premium an individual would pay if they purchased the applicable MA Plan individually (i.e., Members are not charged more than 100% of the premium for the standard coverage plus any supplemental coverage added by the group; thereby, passing along to the Member the CMS subsidy payment).

The foregoing certifications shall be based upon Group's best knowledge, information, and belief at the time such information is submitted or provided. To the extent any material information is discovered or changes occur after such certification that impact the accuracy, completeness and/or truthfulness of such certifications or data, Group agrees to make MA Plan immediately aware of such change or discovery.

ARTICLE 6 - NOTICES

- A. Any notice or demand under this Agreement shall be deemed sufficient for all purposes hereof when made in writing as follows: to a Member, by first class mail to his residential address as last shown on current records of MA Plan or to a Member "in care of" the Group; to the Group, by first class mail, personal delivery, or electronic mail or overnight delivery with confirmation capability, to its principal office shown upon the records of MA Plan; to MA Plan by first class mail, personal delivery, or electronic mail, or overnight delivery with confirmation capability, to the Director of Medicare Advantage Group Operations at Senior Services, P.O. Box 110, Fond du Lac, WI 54936
- B. A notice or demand shall be deemed to have been given as of the date of mailing or, in the case of personal delivery, as of the date it is placed into the hands of any agent, officer, or employee of the person or party to whom such notice or demand is directed. For purposes of this paragraph, MA Plan shall not be deemed to be an agent of the Group nor shall the Group be deemed an agent of MA Plan.
- C. The Group shall act as the agent of Members to receive all notices and shall notify the Members affected. It shall also be the responsibility of the Group to notify all Members of the termination of the Agreement. In the case of either changes in or termination of the Agreement, notice to the Group shall be deemed to constitute notice to all Members in order to effectuate any change in or termination of the Agreement or coverage under the Evidence of Coverage; however, MA Plan reserves the right to provide such notice if it deems it appropriate.

ARTICLE 7 - CHANGES IN THE AGREEMENT

- A. MA Plan reserves the right to change the benefit provisions effective January 1st, and the terms and conditions thereof, provided for under this Agreement by giving written notice to the Group not less than ninety (90) days prior to the effective date of such change; however, such notice requirement shall not apply to changes in benefits provisions that are required by state or federal law. The Group shall give MA Plan at least forty-five (45) days advance written notice of the proposed effective date of any Group request to change benefits provisions under this Agreement.
- B. MA Plan also reserves the right to change the premium rates by giving written notice to the Group not less than ninety (90) days prior to the effective date of such change; however, such notice requirement shall not apply to changes in premium rates which are the results of changes in benefits provisions that are required by CMS or federal law.
- C. If any change to the benefits or the payment amounts is unacceptable to the Group, the Group shall have the right to terminate coverage under this Agreement by giving written notice of termination to MA Plan before the effective date of the change.

- D. No waiver, modification or change in any provision of this Agreement, including but not limited to changes at renewal, shall be effective unless and until approved in writing by an officer of MA Plan and evidenced by an endorsement attached to this Agreement.

ARTICLE 8 - TERMINATION AND/OR SUSPENSION OF PERFORMANCE

- A. The Group may terminate this Agreement, without cause by giving written notice of termination to MA Plan at least sixty (60) days before the effective date of termination. If this Agreement is terminated, the Group shall be liable for all premiums due to MA Plan up to the date of termination. Unless timely notice of termination is given, this Agreement shall be automatically renewed on each anniversary date upon the payment and acceptance of premium.
- B. Notwithstanding any other provision of this Article, if the Group fails to make in full any payment when due under this Agreement, MA Plan shall have the right, in its sole discretion, to terminate this Agreement, with 60-days' advance written notice. Notwithstanding such termination or suspension, MA Plan, in its sole discretion, may accept late payment of delinquent amounts and, upon acceptance, this Agreement may be reinstated effective retroactively to the last date for which full premium payment was made. Any such acceptance of a delinquent payment by MA Plan shall not be deemed a waiver of this provision for termination of this Agreement in the event of any future failure of the Group to make timely payment of any amounts due under this Agreement. Delivery of payment to MA Plan or MA Plan's receipt and negotiation of a tendered payment through its automatic deposit procedures shall not be deemed acceptance or a waiver of such termination. Upon termination of the Agreement as provided in this paragraph, MA Plan shall only have liability to make payment for Covered Services through the last date for which full premium payment has been paid by the Group.
- C. Notwithstanding any other provision of this Agreement, if the Group engages in fraudulent conduct, misrepresentation, or non-compliance with contribution or participation requirements, MA Plan shall have the right to rescind, cancel, or terminate this Agreement. The Group shall be liable to MA Plan for any and all payments made and losses or damages sustained by MA Plan arising as a result of such Group conduct. In the event the Group has failed to comply with MA Plan's contribution or participation requirements, MA Plan may terminate this Agreement upon thirty (30) days advance written notice.
- D. If there shall occur any change in the condition (financial or otherwise) of the Group that, in the reasonable opinion of MA Plan, has a material adverse effect upon the validity, performance, or enforceability of this Agreement, on the financial condition or business operation of the Group, or on the ability of the Group to fulfill its obligations under this Agreement, then MA Plan shall have the right to terminate this Agreement or to require the Group to provide adequate assurance of future performance which assurance may at MA Plan's sole option include payment of a

deposit. Examples of such a change could include but would not be limited to: voluntary or involuntary insolvency or bankruptcy proceedings under Title 11 of the United States Code, the sale of all or substantially all of the Group's assets, or a change in control of the Group's management or operations. Group's Comment.

In the event such further assurance is required by MA Plan as provided herein, MA Plan may, at any time after the date of notice to the Group of such requirement, suspend its performance of its obligations under this Agreement until the date of receipt by MA Plan of such adequate assurance without being liable to the Group for such suspension. In the event such adequate assurance is not received within a reasonable period of time, as determined by MA Plan, MA Plan may terminate this Agreement.

- E. In the event MA Plan decides, in its sole discretion to discontinue offering a particular Medicare Advantage product, MA Plan has the right to terminate such product as permitted by federal and state law, by giving written notice of termination to Group at least ninety (90) days before the effective date of termination of the discontinued product.
- F. If a voluntary or involuntary insolvency or bankruptcy petition under Title 11 of The United States Code is filed by or against the Group, then within twenty (20) days of the petition date the Group shall file in the bankruptcy court a motion for authority to assume or reject this Agreement effective in either case as of the date the motion is filed. MA Plan shall have no obligation to pay any claims under this Agreement unless and until all pre-petition and all post-petition premiums have been and are paid in full when due.
- G. In addition to the provisions of paragraphs (A) through (F) of this Article, upon termination of this Agreement, MA Plan shall cease to have any liability for benefits incurred after the effective date of termination (except as otherwise provided in the Evidence of Coverage) and shall have no liability to offer continuation or conversion coverage to Members under the terminated Agreement, unless required by law.

ARTICLE 9 - CLAIMS PAID AFTER EFFECTIVE DATE OF TERMINATION

In the event that the (1) Group terminates this Agreement without giving appropriate notice to MA Plan as provided herein or (2) the Agreement is terminated pursuant to Article 8(B) or (C) herein or (3) a Member is no longer eligible for coverage and has been terminated from the coverage, and, after the effective date of termination MA Plan (or its subcontracted vendors) makes payment of any claims which would otherwise have been payable under the terms of this Agreement but for the fact that the claims were incurred after the effective date of termination, the Group shall be liable to reimburse MA Plan for all unrecovered claim amounts paid.

ARTICLE 10 - LIABILITY

MA Plan does not undertake to furnish any health care services but shall pay for such services furnished to Members as provided and limited by this Agreement, including the Evidence of Coverage issued hereunder. Nothing contained in this Agreement shall confer upon the Group or Members any right or cause of action either at law or in equity, against MA Plan for acts or omissions of any hospital or other health care providers from which any Members receive service.

ARTICLE 11 - TERMINATION OF COVERED PERSONS

MA Plan reserves the right to cancel or rescind any health care benefits provided hereunder to any Member who engages in misrepresentation and/or fraudulent conduct, as determined by MA Plan, in relation to any claims made for coverage or any application for coverage under this Agreement. In addition, MA Plan reserves the right to cancel or terminate coverage provided hereunder to any Member in accordance with cancellation and termination provisions in their Evidence of Coverage.

ARTICLE 12 - DATA REPORTS

In the event the Group shall request from MA Plan information records or data reports (and if MA Plan in its sole discretion agrees to provide such reports) which, in MA Plan's opinion, differ substantially in substance or form from information records or data reports prepared by MA Plan in the ordinary course of business, MA Plan shall be entitled to fix a reasonable charge for provision of such reports and such charge shall be payable at a mutually agreeable time.

ARTICLE 13 - AGREEMENT INTERPRETATION

All statements contained in applications, in the absence of fraud, made by the Group or any Member shall be deemed representations and not warranties, and no such statement, in the absence of fraud, shall void the coverage provided hereunder or reduce any benefits unless contained in a written application which becomes a part of this Agreement. No waiver, modification or change in any provision of this Agreement, including but not limited to changes at renewal, shall be effective unless and until approved in writing by an officer of MA Plan and evidenced by an endorsement attached to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of Connecticut and all applicable federal laws. The rights and remedies provided for herein are cumulative and are in addition to, and not exclusive of, any other rights or remedies available, by law or otherwise.

ARTICLE 14 - PROOF OF SERVICE

Any notice or written proof of service required in the Evidence of Coverage must be furnished to MA Plan within the time and in the manner specified therein. Failure to give any required notice or to furnish such proof within the time required shall not invalidate or

reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

ARTICLE 15 - LIMITATION ON ACTIONS

No action at law or in equity shall be brought to recover for any claims for any services covered under this Agreement unless the required notice or proof has been given to MA Plan within the time required and unless such action is commenced no earlier than sixty (60) days and not later than three (3) years after the date of the giving of the required notice or furnishing the required proof.

ARTICLE 16 - NO WAIVER

- A. The failure of either party to enforce or insist upon compliance with any provision of this Agreement shall not be construed as or constitute a waiver of the right to enforce or insist upon compliance with such provision in the future.
- B. No failure or delay by MA Plan to exercise any right or to enforce any obligation herein, and no course of dealing between the Group and MA Plan, shall operate as a waiver thereof. No single or partial exercise of any right or failure to enforce any obligation hereunder shall preclude any other or further exercise thereof or the right to exercise any other right or enforce any other obligation. No notice or demand on the Group in any case will entitle the Group to any other or further notice or demand in other circumstances, or constitute a waiver of MA Plan's right to any other or further action in any circumstance without notice or demand.

ARTICLE 17 - SEVERABILITY

In the event that any provision of this Agreement or the applicability thereof to any person or circumstance is held invalid by competent judiciary or regulatory authority, it shall not affect the validity or enforceability of any other provision of this Agreement.

ARTICLE 18 - ASSIGNMENT

Unless it has first obtained the written consent of an officer of the other party, neither party may assign this Agreement or any of its rights or obligations under this Agreement to any other person. MA Plan may, however, without the consent of or notice to the Group, assign or otherwise transfer its rights and obligations hereunder, in whole or in part, to: (i) another qualified insurance company under an assumption reinsurance arrangement; (ii) any Affiliate of MA Plan; or (iii) any entity surviving a transaction involving the merger, consolidation, or reorganization of MA Plan, or in which all or substantially all of MA Plan's assets are sold. For purposes of the foregoing, "Affiliate" shall mean an entity which, directly or indirectly, Controls, is Controlled by, or is under common Control with MA Plan, and "Control" shall mean having the power to vote a majority of the voting securities of the

entity. Any assignee of rights or benefits under this Agreement shall be subject to all of the terms and provisions of this Agreement. MA Plan may subcontract any of its duties under this Agreement without the prior written consent of the Group.

ARTICLE 19 - SERVICE MARKS

The Group, on behalf of itself and its participants, hereby expressly acknowledges its understanding that this Agreement constitutes a Agreement solely between the Group and MA Plan, that MA Plan is an independent corporation operating under a license with the Blue Cross and Blue Shield Association ("Association"), an association of independent Blue Cross and Blue Shield Plans, permitting MA Plan to use the Blue Cross and Blue Shield Service Marks in Connecticut and that MA Plan is not contracting as the agent of the Association. The Group further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than MA Plan and that no person, entity, or organization other than MA Plan shall be held accountable or liable to it for any of MA Plan's obligations to the Group created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of MA Plan other than those obligations created under other provisions of this Agreement.

ARTICLE 20 - COORDINATION OF BENEFITS WITH OTHER BENEFITS

A. General.

1. This coordination of benefits ("COB") provision applies when a Member has health care coverage under more than one plan. For purposes of this provision, "Plan" and "This Plan" are defined below.
2. If this COB provision applies, the parties should look first at the order of benefit determination rules. Those rules determine whether the benefits of this Plan are determined before or after those of another Plan. The benefits of This Plan:
 - a) Shall not be reduced when, under the Order of Benefit Determination Rules, This Plan determines its benefits before another Plan; but
 - b) May be reduced when, under the Order of Benefits Determination Rules, another Plan determines its benefits first. The above reduction is described in Section (D) "Effect on the Benefits of This Plan."

B. Definitions. Notwithstanding any other provision or definition in this Agreement, for purposes of this Article 20:

1. "Plan" - includes any of the following which provides benefits or services for, or because of, medical or dental care or treatment:
 - a) Individual insurance, group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.
 - b) Coverage under a governmental plan, or coverage required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grant to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time).
 - c) "Plan" does not include school accident-type coverage or some supplemental sickness and accident policies.

Each Agreement or other arrangement for coverage under (a) or (b) is a separate plan. If an arrangement has two parts and COB rules apply only to one of the two, each part is a separate plan.

2. "This Plan" - the part of this group Agreement that provides benefits for health care or prescription expenses.
3. "Primary Plan/Secondary Plan" - the Order of Benefit Determination rules state whether This Plan is a Primary Plan or Secondary Plan as to another Plan covering the person.

When This Plan is a Primary Plan, its benefits are determined before those of the other Plan and without considering the other Plan's benefits.

When This Plan is a Secondary Plan, its benefits are determined after those of the other Plan and may be reduced because of the other Plan's benefits.

When there are more than two Plans covering the person, This Plan may be Primary Plan as to one or more other Plans and may be Secondary Plan as to a different Plan or Plans.

4. "Allowable Expense" - means a necessary and reasonable item of expense for health care or prescription drugs, as determined by This Plan, when the item of expense is covered by This Plan. However, This Plan is not required to pay for an item, service, or benefit which is not a part of This Plan's Agreement.

When a Plan provides benefits in the form of services, the reasonable cash value, as determined by This Plan, of each service rendered will be considered both an Allowable Expense and a benefit paid.

C. Order of Benefit Determination Rules.

1. When there is a basis for a claim under This Plan and another Plan, This Plan and the other Plan payment order shall be determined in accordance with the applicable Medicare Secondary Payer statute (42 U.S.C. 1395y(b), applicable amendments and implementing regulations). Specifically, This Plan shall be treated as if it were Original Medicare for purposes of determining payment order and the other Plan's benefits shall be coordinated in accordance with Medicare Secondary Payer requirements.

D. Effect on the Benefits of This Plan.

1. This section applies when, in accordance with Section (C) "Order of Benefit Determination Rules," This Plan is a Secondary Plan as to one or more other Plans. In that event, the benefits of This Plan may be reduced under this section. Such other Plan or Plans are referred to as "the other Plans" in (2) below.
2. Reduction in This Plan's benefits. The benefits of This Plan will be reduced to the extent that the sum of:
 - a) The benefits that would be payable for the allowable expense under This Plan in the absence of this COB provision; and
 - b) The benefits that would be payable for the allowable expenses under the other Plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made, exceeds those allowable expenses.

E. Right to Receive and Release Needed Information. Certain facts are needed to apply these COB rules. MA Plan has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. MA Plan need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give MA Plan any facts it needs to pay the claim.

F. Facility of Payment. A payment made under another Plan may include an amount which should have been paid under This Plan. If it does, MA Plan may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan. MA Plan will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

G. Right to Recovery. If the amount of the payments made by MA Plan is more than it should have paid under this COB provision, it may recover the excess from one or more of the following:

1. The persons it has paid or for whom it has paid;
2. Another Plan; or
3. The provider of service.

The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

ARTICLE 21 - AGREEMENT ADMINISTRATION

- A. MA Plan shall have all the powers necessary and appropriate to enable it to carry out its duties in connection with the operation and administration of this Agreement. This includes, without limitation, the discretion to construe the terms and conditions of the benefits to be provided pursuant to this Agreement and the Evidence of Coverage, to determine all questions arising under the Evidence of Coverage, and to make, establish and amend rules, regulations, and procedures with regard to the interpretation and administration of this Agreement and the Evidence of Coverage. MA Plan shall have discretion to determine an individual's eligibility for benefits and to construe the terms and conditions of the benefits to be provided pursuant to this Agreement and the Evidence of Coverage. MA Plan's construction of the Agreement and Evidence of Coverage provisions shall be binding upon the Group and Members except when such construction is arbitrary and capricious.
- B. Notwithstanding any other terms of this Agreement, MA Plan shall have the authority to waive or modify any referral, authorization, certification requirement or other process contained in the Evidence of Coverage if, in the sole discretion of MA Plan, such requirement is not efficiently or effectively managing the cost of care under the Agreement.
- C. Notwithstanding any other terms of this Agreement, MA Plan shall have the authority, in its sole discretion, to institute or terminate from time to time, pilot or test programs regarding disease management or wellness initiatives which may result in the payment of benefits not otherwise specified in the Evidence of Coverage. MA Plan reserves the right to discontinue a pilot or test program at any time. MA Plan shall provide thirty (30) days advance written notice to Group of the initiation or discontinuance of any such program.
- D. No failure or delay by MA Plan to exercise any right or to enforce any obligation herein, and no course of dealing between the Group and MA Plan, shall operate as a waiver thereof. No single or partial exercise of any right or failure to enforce any

obligation hereunder shall preclude any other or further exercise thereof or the right to exercise any other right or enforce any other obligation. No notice to or demand on the Group in any case will entitle the Group to any other or further notice or demand in other circumstances, or constitute a waiver of MA Plan's right to any other or further action in any circumstances without notice or demand.

- E. Disputed claims and any questions which may arise with respect to administration of the benefits hereunder shall be submitted by the Group to MA Plan. MA Plan shall retain the ultimate authority and responsibility for resolving appeals from claims adjudications.

ARTICLE 22 - RELATIONSHIP OF THE PARTIES

- A. The Group and MA Plan are separate legal entities. Nothing contained in this Agreement shall be deemed to constitute them as partners, or employees, agents or representatives of the other, nor shall either party have the expressed or implied right or authority to assume or create any obligation on behalf of or in the name of the other party through its actions, omissions, or representations.
- B. The Group is not responsible for the services and benefits of MA Plan, but is simply agreeing that its eligible Members have the option of enrolling in the health care services program offered by MA Plan. In holding itself out to provide services under this Agreement, MA Plan does not act as an agent for, or for the benefit of, the Group.
- C. The Group understands that MA Plan is obligated to provide benefits for a Member only so long as it receives from the Group the appropriate premium.
- D. The Group agrees not to impede any Member from performing his or her obligations under the Evidence of Coverage and to assist Members in performing their obligations to the extent consistent with this Agreement.

ARTICLE 23 – HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

- A. For purposes of this Article, the following definitions have the same meaning as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) :
 1. “Group Health Plan” as defined at 45 CFR Part 160, Sec. 160.103.
 2. “Individual” as defined at 45 CFR Part 164, Sec. 164.501.
 3. “Individually Identifiable Health Information” as defined at 45 CFR Part 164, Sec. 164.501.

4. "Protected Health Information" as defined at 45 CFR Part 164, Sec. 164.501.
 5. "Required by law" as defined at 45 CFR Part 164, Sec. 164.501.
 6. "Summary Health Information" as defined at 45 CFR Part 164, Sec. 164.504(a)
- B. Standard Transactions and Code Sets. In the event Group Health Plan submits Claims or eligibility inquiries or any other HIPAA Covered Transaction to MA Plan through electronic means on or after October 16, 2002, Group Health Plan and MA Plan shall comply with all applicable requirements of HIPAA and Group Health Plan and MA Plan shall require any of their respective agents or subcontractors to comply with all applicable requirements of HIPAA.

Group Health Plan further agrees to comply with any guidelines or requirements adopted by ASA consistent with the requirements of HIPAA and any regulations promulgated there under. MA Plan, in its sole discretion, may also apply the HIPAA requirements to non-electronic transactions.

C. Disclosing Information to Group

1. Sharing Summary Health Plan Information With Group. Group Health Plan and/or MA Plan may disclose Summary Health Information to Group if Group requests Summary Health Information for purposes of obtaining premium bids from health insurers, HMOs or other third party payers under the Group Health Plan; or modifying, amending or terminating the Group Health Plan.
2. Sharing PHI with Group. Group Health Plan and/or MA Plan may disclose PHI to Group to enable Group to carry out plan administration functions only upon receipt of a certification from Group that:
 - a. Plan documents include all of the requirements set forth in 45 CFR Part 164, Sec. 164.504(f)(2)(i), (ii) and (iii);
 - b. It has provided notice to those individuals about whom the PHI relates that meets the requirements of 45 CFR Part 164, Sec. 164.520(B)(1)(iii)(C);
 - c. It has obtained the appropriate release for disclosure of the PHI as required under applicable federal and state law; and
 - d. That such PHI will not be used for the purpose of employment-related actions or decisions or in connection with any other benefit or member benefit plan of the Group.

ARTICLE 24 - MISCELLANEOUS

- A. MA Plan, as claims administrator, assumes only those responsibilities that are expressly agreed to herein. Further, nothing contained herein shall be deemed to constitute MA Plan as an agent for service of legal process or as Plan Administrator for purposes of ERISA.
- B. The headings to the sections and subsections of this Agreement shall be disregarded in its interpretation.
- C. The Group shall be deemed to act as the remitting agent of Members and not of MA Plan.
- D. MA Plan shall have authority to pursue recovery of benefits provided on behalf of Members under this Agreement. Such authority includes subrogation recoveries, as well as other available recoveries or refunds. MA Plan shall have authority to establish recovery policies, determine which recoveries are to be pursued, and compromise recovery amounts. MA Plan will not pursue recoveries for overpayments if the cost of collection would exceed the overpayment amount. If MA Plan would recover the overpayment amount through an automatic recoupment mechanism, MA Plan will not pursue such recovery if the overpayment was in the amount of ten dollars (\$10.00) or less. If MA Plan would recover the overpayment amount through manual recovery, MA Plan will not pursue such recovery if the overpayment was in the amount of seventy-five dollars (\$75.00) or less.

Certain facts are needed to process subrogation recoveries. MA Plan has the right to decide which facts are needed. It may get necessary facts from or give them to any other organization or person. MA Plan need not tell, or get the consent of, any Member to do this. Each Member claiming benefits under this Agreement must give MA Plan any facts it needs to process the claim and pursue any subrogation recovery. For benefits paid pursuant to this Agreement, the authority granted pursuant to this provision shall survive termination of this Agreement.

- E. MA Plan hereby informs the Group that MA Plan or its vendors may have reimbursement contracts with certain providers for the provision of and payment for health care services and supplies provided to, among others, Members under this Agreement. Under some of these contracts, there may be settlements which require MA Plan to pay the providers or vendors additional money (which may or may not be solely funded by MA Plan) or which require the providers or vendors to return a portion of volume discounts, rebates, or excess money paid. Such providers or vendors may include entities affiliated with MA Plan, including pharmacy benefit management companies and their affiliated pharmacies. Under many provider or vendor contracts, the negotiated reimbursement does not contemplate any type of settlement between MA Plan and the provider or vendor.

Group has no responsibility for additional payment to vendors nor any right to discounts, rebates, or excess money received from vendors.

- F. All Members enrolled under this Agreement shall have only the rights and benefits, and shall be subject to the terms and conditions, set forth herein.
- G. MA Plan makes no representations or warranties, express or implied, concerning whether the Group's health benefit plan, as administered and implemented by the Group, complies with state and federal laws regulating employee insurance plans and benefits.
- H. MA Plan agrees to treat all proprietary information concerning the Group's operations and the Plan in a confidential manner. Group agrees to treat all information concerning MA Plan's business operations, ideas, know-how, trade secrets, discount information, and other proprietary data in a confidential manner. Neither party shall disclose any such information to any other person without the prior written consent of the party to whom the information pertains. Nothing in this provision shall prohibit the disclosure of any information required by law, but in the event of any such disclosure, the disclosing party shall immediately notify the other party in writing detailing the circumstances of and extent of the disclosure. MA Plan agrees to use its best efforts to treat all Members' medical records and information concerning claims, conditions, or treatment in a confidential manner. MA Plan will not disclose such confidential information except as authorized by the Member or as permitted by law. This provision shall survive termination of this Agreement.
- I. The parties acknowledge that MA Plan is not engaged in the practice of medicine; it merely makes decisions regarding the coverage of services. Contracted physicians acknowledge and agree within the provisions of their participation agreements that they must exercise independent medical judgment regarding the treatment of their patients, regardless of MA Plan's coverage determinations.
- J. Acceptance of terms: By the payment of appropriate premiums, Group accepts the terms and conditions of this Agreement, retroactive to the Effective Date, without necessity of Group's signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by affixing the signatures of duly authorized officers.

City of Bridgeport & Bridgeport BOE

By _____

Title _____

Date _____

Anthem Health Plans doing business as
Anthem Blue Cross Blue Shield, sponsor
of the **Anthem Medicare Preferred**
(PPO) Medicare Advantage Plan

By _____

Title _____

Date _____

Addenda



Summary of Rates City and BOE of Bridgeport Effective 01/01/2011	
Medical PMPM	<div style="border: 1px solid black; padding: 5px; text-align: center;"> Custom LPRO \$0 Flexible Plan *See below \$172.00 </div>

Underwriting Information:

- These rates are based on a 01/01/2011 effective date, and rates will be guaranteed for 12 months.
- These rates assume participants have both Medicare Parts A and B.
- Credit guidance does not allow a selected Medicare Advantage plan to be offered with an individual Part D waiver plan, if the Medicare Advantage plan is being offered with another carrier's Part D group coverage plan. Anthem will coordinate care with the other carrier in order to provide coverage.
- Eligibility for coverage for subscribers or their dependents is based on the subscriber meeting their employer's requirements for coverage of rates made available.
- Copayments rates are for single employees. Each individual will receive the same equal rate, a two member contract would receive twice the rate, a three member contract would receive triple the rate.
- The pricing terms included 3,000 total \$0, netless including spouses for the total replacement of all current plans.
- Broker commissions are included at \$10.00 per month per month, no portion of this expense can be passed on to the rate in terms of a contribution.
- The Contract for Medicare and Medicaid Services (CMS) requires brokers to certify and report fraud annually in order to contract Medicare Advantage and Part D products. Anthem/Wellpoint will reimburse brokers for the cost of certificate filing if registration is completed through www.medicarecontracting.com/wellpoint_ma.
- The quote assumes Anthem MA PPO will be the exclusive point-of-service offering. Furthermore, the quote assumes this will be a single plan offering. Any additional plan selections will be subject to underwriting consideration.
- The employer contribution levels will not decrease from current. Employer contributions will apply to employer group sponsored plans only. Employer contributions can not apply to individual member plans. Employee contributions are often negotiated on an annual basis and are subject to change. If the strategy does change, Anthem must be notified and reserves the right to re-evaluate its underwriting position.
- The employer's eligibility policy will apply allowing for re-enrollment on the groups anniversary, "in-and-out" movements, with the exception of life status changes, are not allowed off the policyholder's anniversary.
- A minimum 90-day implementation is required.
- The information and materials provided to Anthem for evaluation of this quote were relied upon for completion of this quote and were assumed to be correct. If material errors or omissions are found after the quote is issued, we reserve the right to revise, or rescind the quote.
- This quote is contingent upon the majority of the existing membership residing in an adequate network service area. The service area and plan design are subject to CMS approval.

***This quote includes:**

- Ambulance and ER copays of \$0
- Part B drug benefit copay of \$0
- Benefits covered for eye examinations
- Excess fee charges (15%) for providers who do not accept Medicare

10/12/2010

Underwriter: M.S.



CITY OF BRIDGEPORT
SIKORSKY
MEMORIAL AIRPORT



MAIN TERMINAL / 1000 GREAT MEADOW ROAD / STRATFORD, CT 06615
TELEPHONE (203) 576-8163 / FACSIMILE (203) 576-8166

COMM#11-10 Referred to Contracts Committee on 12/20/2010

MEMO

TO: Fleeta Hudson, City Clerk

FROM: John K. Ricci, Airport Manager

DATE: December 14, 2010

RE: SUPPLEMENT NO. 1 DTFANE-06-I-00025 SIKORSKY ATCT
IGOR I. SIKORSKY MEMORIAL AIRPORT

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2010 DEC 15 A 8:58

Please place the enclosed above referenced agreement between the United States of America and the City of Bridgeport before the City Council and all appropriate Committees for approval to authorize the Mayor to sign on behalf of Sikorsky Memorial Airport and the City of Bridgeport.

Also enclosed is a copy of the original lease to which the Supplemental Agreement refers.

JKR:n

enclosures (2)

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
NEW ENGLAND REGION
12 NEW ENGLAND EXECUTIVE PARK
BURLINGTON, MA 01803

SUPPLEMENT NO. 1 TO
LEASE NO. DTFANE-06-L-00025
ATCT/AFS - IGOR I. SIKORSKY AIRPORT, CT

SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____ 2010, by and between **THE CITY OF BRIDGEPORT**, with mailing address of Sikorsky Memorial Airport, Main Terminal, 1000 Great Meadow Road, Stratford, CT, 06615, whose interest in the property described herein is that of **Owner**, and hereinafter called the **Lessor**, and **UNITED STATES OF AMERICA, FEDERAL AVIATION ADMINISTRATION**, hereinafter called the **Government**.

W I T N E S S E T H

WHEREAS, Lease No. **DTFANE-06-L-00025** was entered into between the parties hereto and granted the Government the right to 3,279 square feet of space (outlined in Lease Exhibit -A), Located in the Air Traffic Control Tower Building at Sikorsky Memorial Airport, Stratford, CT, and

WHEREAS, the referenced Lease was executed by the Lessor and the Government on **December 8, 2005**, where the first term ran **October 1, 2005 to September 30, 2006**; and

WHEREAS, said Lease expired by limitation after five renewal options on **September 30, 2010**; and

WHEREAS, the Lessor and the Government agree to extend said lease and allow rent payments to continue, until the new lease can be negotiated;

NOW THEREFORE: the parties hereto do hereby agree as follows:

1. Lease No. **DTFANE-06-L-00025** is extended for a period of nine (9) Months **October 1, 2010, through June 30, 2011**, paid at the same rental rate paid at lease expiration of **\$4,339.00 per month (in arrears)**.
2. Once a new Lease Agreement is negotiated between the parties hereto, said lease will be executed and the Lessor will be reimbursed the difference between the old and new rental rates, **retroactive to October 1, 2010**.
3. All other terms and conditions of the Lease are hereby ratified, and except as amended herein, shall be and remain the same.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

**City of Bridgeport
Sikorsky Memorial Airport
Main Terminal, 1000 Great Meadow Road,
Stratford, CT, 06615**

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

BY: _____

BY: _____

Richard D. Gamache

TITLE: _____

TITLE: Contracting Officer

DATE: _____

DATE: _____

I, _____, certify that I am the _____ of
the _____ named in the
(Company, Corp, State, Municipality or other Public Authority)

foregoing agreement; that _____, who signed

Supplement No.1 to Lease No. **DTFANE-06-L-00025** on behalf of _____,

was then _____ of said _____; that said

agreement was duly signed for and in behalf of said _____

by authority of its governing body and is within the scope of its powers.

Signature

(Corporate Seal)

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
NEW ENGLAND REGION
12 NEW ENGLAND EXECUTIVE PARK
BURLINGTON, MASSACHUSETTS 01803

LEASE NO: DTFANE-06-L-00025
FACILITY: ATCT/AFS – IGORE I. SIKORSKY MEMORIAL AIRPORT,
LOCATION: STRARTFORD, CT

LEASE BETWEEN
THE CITY OF BRIDGEPORT

AND

THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this 5th day of December in the year two thousand and Five, by and between **THE CITY OF BRIDGEPORT**, whose address is: Sikorsky Memorial Airport, Main Terminal, Great Meadow Road, Stratford, CT, 06497 for itself and its heirs, executors, administrators, successors, and assigns, hereinafter referred to as the **Lessor**, and the **UNITED STATES OF AMERICA**, hereinafter called the **Government**:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The **Lessor** hereby leases to the **Government** the following described premises:
Approximately 3,279 square feet of net usable office space located within the Air Traffic Control Tower Building, Igor I. Sikorsky Memorial Airport, Stratford, CT, as further described in Exhibit "A" attached hereto and made a part hereof.
2. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning on October 1, 2005, and ending on September 30, 2010, subject to termination and renewal rights as may be herein set forth.
3. This Lease **supercedes and replaces Lease No. DTFA12-01-L-40504** in it's entirety.
 - 4a. This Lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the Lease renewed each year for one (1) year unless the Government gives the Lessor 30 days written notice that it will not exercise its option before this Lease or any renewal thereof expires; provided that no renewal thereof shall extend the period of occupancy of the premises beyond the **Thirtieth Day of September 2010**, and provided further that adequate appropriations are available from year to year for the payment of rentals.
 - 4b. **Termination** -The government may terminate this Lease in whole or in part at any time, by giving at least thirty (30) days notice in writing to Lessor via certified mail; and no rental shall accrue after the effective termination date.

5. **CONSIDERATION** -The Government shall pay the Lessor rent, via monthly rental payments (made in arrears), with out submission of invoices or vouchers and is subject to availability of adequate appropriations. Payment shall be considered paid on the day electronic funds are transferred. The Government shall pay the Lessor a flat/level (stabilized) annual rent for the 5-yr term of the Lease, in the amount of **Fifty Two Thousand, Sixty Eight dollars and 00 Cents (\$ 52,068.00)** per annum, payable at the rate of **Four Thousand, Three Hundred Thirty Nine Dollars and 00 Cents (\$ 4,339.00)** per month (in arrears). Rent shall be due on the first day of each successive month, beginning on the first month after the term commencement and shall be made via Electronic Funds Transfer (EFT) payable to:

Sikorsky Memorial Airport,
Main Terminal, Great Meadow Rd
Stratford, CT 06497

The rental payment stated in Article 5 herein, is based on an annual modified gross rental rate with flat level payments, which include all utilities plus tenant lights & plugs, but excludes janitorial services. The foregoing **stabilized* flat level rental rate eliminates the need for CPI or annual rent adjustments**. The derivation of stabilized flat rent is tabulated in **Exhibit -B** attached, which reflects an annual rent increase of 3% above the expiring Lease, and years one (1) through five (5) respectively. Then the sum of 5-years annual rent is divided by 60 monthly payments to derive a flat (average) monthly rent for the full lease term.

6. Lessor shall furnish to the Government, as part of the rental consideration, the following:

Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease (10/96). Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week. The GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

HEAT: During seasonally cold months, temperatures will be maintained at 68°F during working hours and at not more than 55° during nonworking hours.

AIR CONDITIONING: Adequate air conditioning shall be provided seasonally on a 24-hour day, seven-day-week basis to maintain a temperature of not more than 80° dry bulb and not more than 67° wet bulb during the cooling cycle. The minimum amount of outside air introduced shall be equal to 40cfm per person based on the maximum number of personnel working in the areas.

WATER: Potable chilled water available through an electric water fountain adjacent or close to leased premises.

TOILET FACILITIES: shall be available and adequately supplied with toilet tissue, soap, towels, and hot and cold water, and maintained in a clean and sanitary condition.

ELECTRICITY: All electrical consumption.

PARKING: The Lessor shall provide 12 parking spaces adjacent to the leased premises for Government vehicles and privately owned vehicles of the Government's employees.

7. **Rent Free Space** – The FAA reserves the right to renegotiate the rental rate to reflect no-cost space if the Appropriation Language Section 349 (FAA FY 2001 Appropriations Act) is repealed during the term of the lease and the FAA rent-free guidance is re-implemented. In that event, the lessor would be required to provide rent-free space for the fiscal year that Section 349 was repealed (or that a rent-free provision was enacted) and the remaining years of the lease, and in subsequent leases. **It is agreed and understood that the FAA will provide a six month written notice to the Lessor before this lease can go into a rent-free status.**

8. **Alterations** - The Government shall have, without the approval of the Lessor, the right during the existence of this Lease to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which fixtures, additions, or structures shall be and remain the property of the Government, and may be removed by the Government prior to the expiration or termination of this lease.

The Government shall have the right to install and maintain radio antenna poles and antennas, remote receiver and transmitter facility housings, weather instruments, ceiling lights, underground cables and appurtenances on the airport property at such locations and in such a manner as to be mutually agreeable to the Government and the Lessor.

The Lessor may, upon not less than 30 days written notice to the Government, before termination of the lease, require restoration of the leased premises. In this event, prior to the expiration or termination of this, or prior to relinquishment of possession, whichever first occurs, the Government shall, at its sole option, either:

- (a.) Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this leases or any preceding lease. Reasonable and ordinary wear and tear and damage by the elements or by circumstances over which the Government has no control excepted, or
- (b) Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement.

9. **Maintenance & Condition** -The Lessor shall maintain/repair the building/demised premises (including grounds, all small equipment, fixtures and appurtenances) to industry standard for commercial office space, in good repair and tenable condition. Lessor shall accomplish interior repainting, and redecorating not less than once every five (5) years of Government occupancy under this lease, or any renewal thereof. Also, floors will be carpeted with commercial grade carpeting to be replaced at least every eight (8) years of Government occupancy or at such time as 1) backing or underlayment is deteriorating/exposed or 2) there is noticeable variations in surface color/texture.

10. Lessor shall exterminate/control pests within the premises as required by the Government.
11. The Lessor shall provide sufficient security for the premises to prevent illegal or unauthorized entry and loitering.
12. **Holdover.** If, after expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in force and effect on a day-to-day basis not to exceed ninety (90) days. Rent (if any) shall be paid monthly in arrears on a prorated basis at the rate paid during the Lease term.
13. **Inspection** - The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease. The FAA shall have the right to perform sampling of suspected hazardous conditions.
14. **Damage by Fire or Other Casualty-** If the building is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased space is untenable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.
15. **Failure in Performance-** In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement either directly or through a contract. The Government may deduct any cost incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute a default by the Government on this lease.
16. The Manager, SMO –Boston, MA, telephone number (617) 561-5712, is hereby appointed as the Contracting Officer's Representative for this lease as written. In this capacity he/she will insure to the Government that all terms, conditions, and services as written shall be satisfactorily rendered by the Lessor. **However, such representative has no authority to revoke, alter, change, or waive any of the contract terms and conditions without written authority from the Contracting Officer.**
17. **Officials Not to Benefit** - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

18. **Covenant Against Contingent Fees** - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

19. **Anti-Kickback** - The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

20. **Contract Disputes (11/03)**: (a) All contract disputes arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Ave, S.W., Room 323
Washington, DC 20591
Telephone: (202) 267-3290
Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

21. **Assignment of Claims**- Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

22. **Examination of Records**- The Comptroller General of the United States, the Administrator of the FAA or a duly authorized representative from either shall, until 3 yrs after final payment under this contract have access to and the right to examine any of the Contractor's directly pertinent books, documents, paper or other records involving transactions related to this contract

23. **No Waiver** - No failure by the FAA to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.

24. **Default by Lessor** - (1) Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time. (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided such failure which shall remain uncured for a period of time as specified by the Contracting Officer, following Lessor's receipt of notice thereof from the Contracting Officer. (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause. (2) If a default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.

25. **Compliance with Applicable Laws** - The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both of building or premises including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense.

26. **Subordination, Nondisturbance and Attornment.** The Government agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, successor, assigns or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

27. **Lessor's Successors** - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

28. **SUBLEASE** - The GOVERNMENT reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the GOVERNMENT is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor.

29. **Equal Opportunity** - The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

30 **Affirmative Action for Special Disabled and Vietnam Era Veterans** -The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

31 **Affirmative Action For Disabled Workers** - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

32. **Integrated Agreement** - This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, expressed or implied shall be admissible to contradict the provisions of this lease.

33. This lease incorporates the following clauses, which are hereby attached and made a part hereof:

- | | |
|-------------------------------|-----------------|
| a. General Bldg Requirements | Exhibit - A-1 |
| b. Warranty of Space | - Exhibit - A-1 |
| c. Fire & Safety Requirements | - Exhibit - A-1 |
| d. OSHA Requirements | - Exhibit - A-1 |
| e. Radon | - Exhibit - A-1 |
| f. Indoor Air Quality | - Exhibit - A-1 |
| g. Prompt Payment | Exhibit - D |

34. SECURITY REQUIREMENTS

Facility Security

Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered under by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this solicitation. The Lessor shall provide of make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement:

A final security assessment of the building shall be conducted to determine any additional security upgrades required to meet accreditation. The Lessor shall provide maintenance services to the security upgrades installed within the leased premises and covered under this lease.

Personnel Security

Suitability Requirements for Individual(s) Employed or Hired by the Lessor

- (a) The Lessor shall provide a level of security, which reasonably deters unauthorized access, loitering, or disruptive acts to the premises leased by the government at all times.
- (b) When the Lessor provides services under the terms of this Lease, (e.g., janitorial, construction, maintenance, property management, or alterations/repair services), the Government may conduct background investigations of individuals(s) employed or to be hired by the Lessor to perform such services.

Individual(s) will not be permitted unescorted access to provide services in or upon Leased premises until the FAA Servicing Security Element (SSE) has received the documentation outlined in subparagraph (d), (i), (ii), and (iii), below and has provided written authorization for the individual(s) to begin work.

(c) No later than ten (10) calendar days after the effective date of this Lease, (or the effective date of Supplemental Lease Agreement [SLA] or modification if this provision is included by SLA or modification to an existing lease), the Lessor shall submit the following documentation for all individual(s) employed or hired by the Lessor for whom unescorted access to the premises is required. Such documentation shall be submitted to the Government representative as designated by the Real Estate Contracting Officer (RECO), or designee, for an access suitability determination.

- A completed FBI Fingerprint Card, FD-258 (single sheet). The Government will provide information pertaining to the location of fingerprint facilities. Each fingerprint card shall be printed in black ink or typewritten with all questions completed and is to be signed and dated by the applicant. The Lessor will be responsible for all expenses associated with fingerprinting.

(Fingerprints may be obtained at the FAA Security and Investigations Division. Contact Lynne Flynn, 781-238-7701 to arrange for fingerprinting, or you may obtain the prints at your local police department. Some police departments charge a small fee.)

- A completed Identification Card/Credential Application, DOT Form 1681, with appropriate pictures of applicant, and,

- A Questionnaire for Public Trust Positions, Standard Form 85P, shall be completed and signed by the applicant in accordance with applicable instructions.

(d) The Government shall notify the Lessor when individual(s) employed or hired by the Lessor have

been approved for unescorted access to the Leased premises.

(e) The Lessor and all individuals employed or hired by the Lessor shall display a Government issued identification badge when visiting or providing services in or upon the Leased premises and shall abide by all facility security measures as required by the Government.

(f) The Lessor shall submit the documentation required in subparagraph (d), (i), (ii) and (iii) of this clause for any new individual(s) employed or hired by the Lessor to perform services under this Lease. Such information shall be submitted to the Government within ten (10) calendar days of employment and/or hiring by the Lessor.

(g) The Lessor will immediately remove from the Leased premises any individual(s) employed or hired by the Lessor to perform services under this Lease when the government has determined such individuals to be unsuitable for continued access to the Leased premises.

(h) Exemptions from Suitability Requirements:

Certain positions may be determined by the Government to be exempt from background investigative requirements. However, individual(s) employed or hired for such positions shall be escorted at all times while in or upon the Leased premises by FAA personnel located on-site or by an individual(s) employed or hired by the Lessor, who has been properly investigated, favorably adjudicated, and authorized to provide escort services.

When the Government determines any position(s) to be exempt from investigative requirements, individuals employed in such positions are not required to complete the documentation as specified in subparagraph (d), (i), (ii), and (iii) of this Clause.

Reporting Requirements

- (a) The Lessor shall submit an initial report (to coincide with the effective date of this Lease) and subsequent quarterly reports (throughout the term of this Lease), providing the following information to (RECO, or designee, to fill in as appropriate), on or before the fifth day following each reporting period: A complete listing by full name, in alphabetical order, with the date of birth, place of birth (city, state, country), and position title of all individuals employed or hired by the lessor who will have or may require access to the Leased premises during the reporting period.
- (b) The Lessor shall notify the Government within one (1) day upon termination of any individual(s) employed or hired by the Lessor to perform services under this Lease.

Foreign Nationals Employed or Hired by the Lessor

- (a) Each individual(s) employed or hired by the lessor to perform services under this Lease is to be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by alien Registration Receipt Card Form I-151, or who presents other evidence from the United States Immigration and Naturalization Service that employment will not affect his/her immigration status.
- (b) Aliens and foreign nationals employed or hired by the lessor to perform services under this Lease must have resided within the United States for three (3) years of the last five (5) yrs unless a waiver of requirement has been granted by the SSE w/FAA regulations

Government-Issued Keys, Identification Badges, Access Control Cards and Vehicle Decals

- (a) It may become necessary for the Government to issue keys, identification (ID) cards, vehicle decals and/or access control cards to the Lessor or to individual(s) employed or hired by the lessor to perform services. Immediately upon completion or termination of the Lease, the Lessor shall return all such Government-issued items to the issuing office with notification to the RECO, or designee. When individuals who have been issued such items are terminated or are no longer required to perform work, the Government issued items shall be returned to the Government within three (3) workdays. Improper use, possession or alteration of FAA issued keys, ID cards, access control cards is a violation of security procedures and is prohibited.
- (b) In the event such keys, ID cards, vehicle decals or access control cards are not returned, the Lessor understands and agrees that the Government may, in addition to any other withholding provision of the Lease, withhold fees to cover the cost of replacement for each key, ID card, vehicle decal and access control card not returned. If the keys, ID cards, are not returned within 30 days from the date the withholding action was initiated, the Lessor will forfeit any amount so withheld.

- (c) Access to aircraft ramp/hangar areas is authorized only to those individuals displaying a flight line identification card and for vehicles, a current ramp permit issued in accordance with Federal Aviation Regulations.
- (d) The Government retains the right to inspect, inventory, or audit ID cards, keys, vehicle decal, and access control cards issued to the Lessor or individual(s) employed or hired by the lessor to perform services in connection with the Lease at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of subparagraph (b) above shall apply.
- (e) Keys and access control cards shall be obtained from the RECO, designee, who will require the Lessor or individual(s) employed or hired by the Lessor to perform services, to sign a receipt for each key obtained. Lost keys, ID cards, vehicle decals, and access control cards shall immediately be reported concurrently to the RECO. Lost FAA issued ID cards shall be reported to the SSE, Lynne Flynn, 781-238-7701.
- (f) Each individual(s) employed or hired by the Lessor, during all times of on-site performance at the Government-leased facility, shall prominently display his/her current and valid identification card on front portions of his/her body between the neck and waist.
- (g) Individual(s) employed or hired by the Lessor to perform services under this Lease shall submit complete documentation required under 1, Suitability Requirements for Individual(s) Employed or Hired by the Lessor, above, and be authorized by the SSE to begin work prior to obtaining any ID media or vehicle decals.

36. Electronic Funds Transfer (EFT) Payment- Payments made by the Government under this contract will be by electronic funds transfer (EFT). At the option of the Government payments may be made by check or other means. When payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. EFT refers to funds transfer and information transfer.

The Government is not required to make any payment under this contract until after receipt, by the Contracting Officer of the correct EFT payment information. However, in the event the Lessor certifies in writing to the Contracting Officer that the Lessor does not have an account with a financial institution or an authorized payment agent, payment may be made by other than EFT.

Prior to the first payment under this contract, the Lessor shall provide the information required to make contract payment by EFT, directly to the Government payment office named in this contract. A single bank or financial agent must be designated, capable of receiving and processing the electronic funds transfer using the method below. In the event that the EFT information changes, the Lessor shall be responsible for providing the changed information to the designated payment office. The Lessor shall pay all fees and charges for receipt and processing of EFTs.

The Government will make payments by EFT through an Automated Clearing House (ACH) however, the Federal Reserve Wire Transfer System may be used at the Government's option. The attached form "Lessor/Miscellaneous Payment Information Form" must have the sections "Payee/Company Information" and "Financial Institution Information" completed prior to award. The Lessor agrees the Lessor's bank or financial agent may notify the Government of a change to the routing transit number, Lessor account number, or account type. (See Attached Form, "Lessor/Miscellaneous Payment Information Form".)

38. All notices sent to the parties under this Lease shall be addressed as written below. Written notice will be submitted to the other party when a change in that shown occurs:

TO THE LESSOR:

**City of Bridgeport
Sikorsky Memorial Airport
Main Terminal, Great Meadow Road,
Stratford, CT, 06615**

TO THE GOVERNMENT:

**Federal Aviation Administration
Attn: Realty Contracting Office
12 New England Executive Park
Burlington, Ma 01803**

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written:

SIKORSKY MEMORIAL AIRPORT

UNITED STATES OF AMERICA

BY: John M. Fabrizi

BY: Richard D. Gomack

TITLE: Mayor

TITLE: Realty Contracting Officer

DATE: 11-9-05

DATE: 12-8-05

I, Ann L. Murray, certify that I am the assistant city clerk of the
City of Bridgeport, Connecticut
(State, County, Municipality or other Authority)

Named in the foregoing agreement; that John M. Fabrizi who signed
Lease No. DTFANE-06-L-00025 on behalf of City of Bridgeport/Sikorsky Memorial Airport was then
Mayor of said City that said agreement was
duly signed for in behalf of said Airport by authority of its
governing body and is within the scope of its powers.

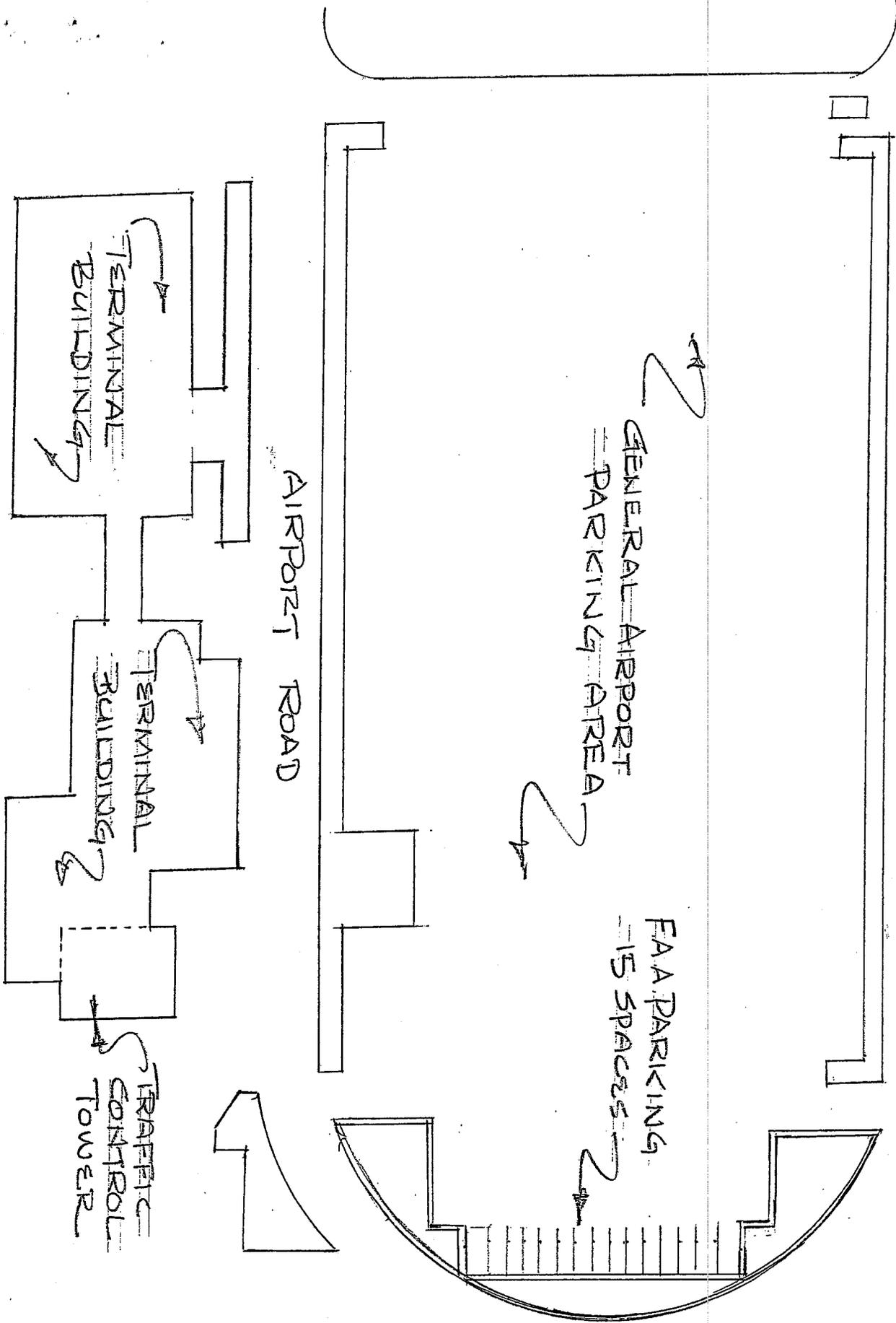
[Signature]
(Signature) [Corporate Seal] (Corporate Seal)

EXHIBIT A

ROOM	SPACE DESIGNATION	SQUARE FEET
102	STORAGE ROOM	181
105	TELCO	183
201	TRAINING ROOM	352
204	OPERATIONS CHIEF AND SECRETARY	295
205	OPERATIONS STORAGE	69
301	RADIO EQUIPMENT AND MAINTENANCE	725
304	MAINTENANCE STORAGE	43
401-A	RECORDER	220
501	TOWER CAB	370
	STAIRWELLS, LAVATORY FACILITIES, SWAB CLOSETS	<u>841</u>
	TOTAL-----	3,279

SCHEDULE OF SPACE

EXHIBIT - A



SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-Parking

At no additional cost to the FAA, the Lessor shall provide reserved off-street parking spaces located. The Lessor shall maintain the parking areas in good repair and provide snow and ice removal. (10/06)

A2-Painting

Prior to occupancy all surfaces must be newly painted in colors acceptable to the FAA. All surfaces must be repainted after working hours at lessor's expense at least every five years. This includes moving and return of the furniture. (10/96)

A3-HVAC

Heating, ventilation and air-conditioning systems are required which maintain a temperature range of 68-72 degrees Fahrenheit year-round. These temperatures must be maintained throughout the leased premises and service areas regardless of outside temperatures during hours of operation.

A4-Lighting

Modern, diffused, energy efficient (T-8 or better) fluorescent fixtures shall be provided maintaining a uniform lighting level of 50 foot candles at working surfaces. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building. (10/96)

A5-Ceilings

Must have acoustical treatment with a flamespread of 25 or less and smoke development rating of 50 or less. (10/96)

A6-Floor Load

Office area shall have a minimum live load capacity of 75 pounds per square foot unless specified otherwise. (10/96)

A7-Restrooms and Drinking Fountains

Separate toilet facilities for men and women shall be provided on each floor where the FAA leases space. Water closets and urinals shall not be visible when the exterior door is open. Each toilet room shall contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles, a coin operated sanitary napkin dispenser with receptacle for each women's toilet, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water. (The FAA will advise if additional facilities are required.). The lessor shall provide a minimum of one chilled drinking fountain on each floor where the FAA leases space. (10/96)

A8-Window and Floor Covering

All exterior windows shall be equipped with draperies. Floors will be carpeted with a commercial grade of carpet acceptable to the FAA. Existing floor and window covering may be accepted at the discretion of the contracting officer however, prior to occupancy all carpeting and draperies shall be cleaned.

At no additional cost to the FAA, the Lessor shall replace carpeting at least every 8 years during FAA occupancy or any time during the lease when:

- Backing or underlayment is exposed
- There are noticeable variations in surface color or texture

Replacement includes moving and return of furniture. (10/96)

A9-Doors

Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The FAA will be furnished at least two master keys and two keys for each lock. Interior doors must be solid cord and least 30 by 80 inches with a minimum opening of 32 inches and of sturdy construction. Fire doors shall conform with NFPA Standard No. 80. As designated by the FAA, doors shall be equipped with non-removable hinge pins, and "Best" locks with 7-pin removable cores. The FAA shall provide cores.

Fire and Safety Requirements

The building shall, as required by Code, be equipped with automatic sprinklers which conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 72) or central station (NFPA No. 71). The notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of code requirements when the leased space (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required.

A manual fire alarm system shall be provided, maintained, and tested by the lessor in accordance with NFPA Standard No. 71 and 72 in buildings which are 3 or more stories in height or contain more than 50,000 square feet gross floor area. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department and conform with NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations.

Portable fire extinguishers shall be provided, inspected, and maintained by the lessor in accordance with NFPA Standard No. 10.

OSHA Requirements:

The lessor shall provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and Health standards (29 CFR 1910 and 1926).

Radon

Radon levels in space leased to the FAA shall not equal or exceed the EPA action level for homes of 4 picocuries per liter (PCI/L). If radon levels are found to be at or above 4 PCI/L, the lessor shall develop and promptly implement a plan of corrective action.

Indoor Air Quality:

The lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA 8-hour sample); CO₂-1,000 PPM (TWA); HCHO 0.1 PPM (TWA).

The lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

Warranty Of Space.

(a) Notwithstanding inspection and acceptance by the FAA or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the FAA under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The Contracting Officer shall notify the Lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement.

(b) If either ACMs or PCBs are found to be in the leased space the FAA reserves the right to require the Lessor, at no cost to the FAA, to take whatever corrective action as might be required by the Toxic Substance Control Act.

(c) If the Lessor fails, after receipt of notice, to make correction within the specified period of time, the FAA shall have the right to make correction and charge to the Lessor the costs occasioned to the FAA or terminate the lease agreement at no cost to the FAA.

(d) The rights and remedies of the FAA in this clause are in addition to any other rights and remedies provided by the law and under this contract.

(e) Definitions.

(1) "Acceptance", as used in this clause means the act of an authorized representative of the FAA by which the FAA assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.

(2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the FAA, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the FAA, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building. (10/96)

SECURITY CHECKS FOR CONTRACTORS IN LEASED SPACE

In accordance with FAA security order 1600.69, Facility Security Management Program, the Lessor shall provide a level of security which reasonably deters unauthorized entry to the leased premises during non-duty hours, and deters loitering or disruptive acts in and around said leased premises during duty hours.

In addition, consistent with Appendices 9 and 10 of FAA order 1600.1D, Personnel Security Program, personnel information shall be submitted to the Government for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who perform work on the leased premises under the following situations:

- a. If the cumulative work activities for any employee (i.e. janitorial, construction contractors, etc.) is expected to exceed 180 calendar days during a 1-year period, the lessor shall forward to the Government:
 1. a quarterly report listing by full name in alphabetical order with the date of birth and social security number of all contractor personnel who had access to FAA facilities, resources and sensitive information anytime during the report period.
 2. completed fingerprint cards (FD-258). Fingerprinting facilities are available through the FAA Security Servicing Element. All fingerprint cards shall be printed in black ink or typewritten with all answerable question blocks completed, and shall be signed and dated.
 3. completed Questionnaire for Public Trust Position (SF-85P). The SF-85P shall be completed (all questions answered) in accordance with the instruction sheet.
 4. completed identification card application (DOT F1681) with appropriate pictures.
- b. If the cumulative work activities for construction-type work with a cumulative duration of less than 180 calendar days over a 1-year period, the Government shall be provided only the completed employee fact sheet detailing the personnel security information listed above. If local facility security measures require employees to display Government -issued picture identification badges, then the Lessor shall furnish to the Government completed identification card application (DOT F1681) with appropriate pictures.

EXHIBIT - C-1

SECURITY CHECKS FOR CONTRACTORS IN LEASED SPACE

The Lessor is required to provide to the Government the required personnel information for existing employees within 10 calendar days after acceptance of this clause. Upon receipt of the information from the Lessor, the Government will conduct personnel security checks of those contractor employees outlined in paragraph a. The Government shall advise the Lessor, in writing, if a contractor employee is found unsuitable for access to FAA leased premises. Upon receipt of the written determination, the "unsuitable" employee will be immediately removed from the Government leased premises.

Further the Lessor will provide the FAA the required personnel security information for any new contractor employee hired after the date of acceptance of this clause within 10-calendar days.

EXHIBIT - C-2

PROMPT PAYMENT

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made.

(a) Payment due date.

(1) Rental payments. Rent shall be paid monthly/per annum in arrears and will be due on the first workday of the month following each payment period.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial rental payment under this lease shall become due on the first workday of the month following the period in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial rental payment under this lease shall become due on the first workday of the second month following the period in which the commencement of the rent is effective.

(2) Other payments. The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Lessor.

(ii) The 30th day after Government acceptance of the work or service.

(b) Invoice and inspection requirements for payments other than rent.

(1) The Lessor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Lessor

(ii) Invoice date

(iii) Lease Number

(iv) Government's order number and authorization

(v) Description, price, and quantity of work or service delivered.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 calendar days after the receipt of a proper invoice or notification of completion of the work or services unless a different

EXHIBIT - D-1

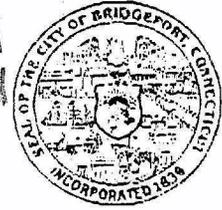
PROMPT PAYMENT

period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7 day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the lease, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Lessor is not entitled to any payment or interest unless and until actual acceptance by the Government occurs.

(c) Interest penalty.

- (1) An interest penalty shall be paid automatically by the Government, without request from the Lessor, if payment is not made within 15 days after the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1, and July 1. The interest penalty shall accrue daily on the payment approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the Disputes clause or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Lessor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the lease. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the Disputes clause.

EXHIBIT - D-2



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

COMM#12-10 Referred to Miscellaneous Matters Committee on 12/20/2010
MEMORANDUM

BILL FINCH
Mayor

TO: Fleeta Hudson – City Clerk
FROM: Mayor Bill Finch
DATE: December 14, 2010
RE: Boards & Commissions – CORRECTED COPY*

Please place the following name on the December 20, 2010 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Zoning Board of Appeals Commission:

Giselle DeValle (D)
574 Fairview Avenue
Bridgeport, CT 06606

This will replace the seat held by Virginia Maldonado Samatulski and the term will expire 9/30/11
*Please note this corrected copy, due to a typographical error Ms. DeValle was inadvertently referred

P & Z.

BF/lac

RECEIVED
CITY CLERK'S OFFICE
2010 DEC 16 P 12:12
ATTEN
CITY CLERK



**OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT**

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

COMM#12-10 Referred to Miscellaneous Matters Committee on 12/20/10
MEMORANDUM

BILL FINCH
Mayor

TO: Fleeta Hudson – City Clerk
FROM: Mayor Bill Finch
DATE: August 9, 2006
RE: Boards & Commissions

Please place the following name on the December 20, 2010 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of alternate appointment to the Planning & Zoning Commission:

Giselle DelValle (D)
574 Fairview Avenue
Bridgeport, CT 06606

This will fill a vacancy and the term will expire 12/31/12.

JMF/lac

RECEIVED
CITY CLERK'S OFFICE
2010 DEC 15 A 11:37
ATTEST
CITY CLERK



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

COMM#13-10 Referred to Miscellaneous Matters Committee on 12/20/10
MEMORANDUM

BILL FINCH
Mayor

TO: Fleeta Hudson – City Clerk
FROM: Mayor Bill Finch
DATE: December 14, 2010
RE: Boards & Commissions

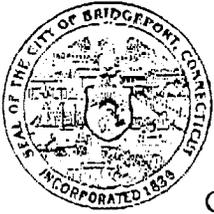
Please place the following name on the December 20, 2010 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of an appointment to the Historic District Commission #1:

Roger Wilmot Weldon (R)
164 Seaside Avenue
Bridgeport, CT 06605

This will fill a vacancy and and the term will expire 12/31/12.

BF/lac

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2010 DEC 15 A 11:37
ATTEST
CITY CLERK



**OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT**

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

COMM#14-10 Referred to Miscellaneous Matters Committee on 12/20/10
MEMORANDUM

BILL FINCH
Mayor

TO: Fleeta Hudson – City Clerk
FROM: Mayor Bill Finch *Bill Finch*
DATE: December 14, 2010
RE: Boards & Commissions

Please place the following name on the December 20, 2010 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of an appointment to the Planning & Zoning Commission:

Edwin Scott Powley (R)
40 Lycett Street
Bridgeport, CT 06606

This will replace the seat held by Carl Kish and the term will expire 12/31/13.

BF/lai

ATTEST
CITY CLERK

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2010 DEC 15 A 11:37



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH

Mayor

COMM. # 15-10 REFERRED TO PUBLIC SAFETY & TRANSPORTATION COMMITTEE (12/20/2010)
December 15, 2010

Donald C. Eversley

Director

Bridgeport City Council
C/o Office of the City Clerk
45 Lyon Terrace
Bridgeport, Ct 06604

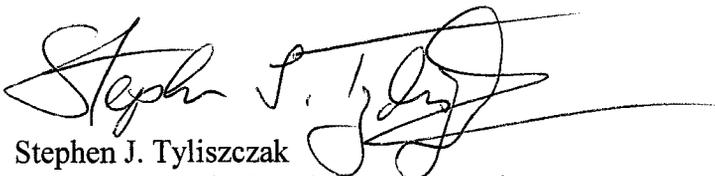
Re: Resolution Regarding the Acceptance of Grants from the Federal Transit Administration and the State Department of Transportation for the Construction of the Bridgeport Intermodal Transportation Center

Dear Honorable Body:

Please refer the attached resolution authorizing the Acceptance of Grants from the State of Connecticut Department of Transportation and the Federal Transit Administration to the Committee on Public Safety and Transportation for its consideration and action.

Thank you,

Sincerely,



Stephen J. Tyliszczak
Senior Economic Development Associate

Cc: Mayor Finch
Adam Wood
Andrew Nunn
Donald Eversley
Edward Lavernoich

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2010 DEC 15 P 1:29
ATTEST
CITY CLERK



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

Donald C. Eversley
Director

Resolution:

**Regarding the Acceptance of Grants from the Federal Transit Administration
and the State Department of Transportation for the Construction of the
Bridgeport Intermodal Transportation Center**

WHEREAS, the City Council of the City of Bridgeport On August 3, 1998 has authorized the Mayor to pursue federal and state funds to construct a new transportation center in the downtown area to link the city's transit systems and to serve as a transportation and economic development project for the city and the region to be known as the Bridgeport Intermodal Transportation Center (ITC); and

WHEREAS, the City Council has previously authorized and the Federal Government has previously authorized and awarded the City grants for the project in the amounts of:

\$992,500 (5309-1997) Project Design / Preliminary Engineering (PE)
\$5,618,860 (5309-1998) Garage Construction
\$10,000,000 (CMAQ- 2000) Site work / Garage Expansion
\$5,000,000 (5309-2001) PE, Final Design & Construction Bus Terminal/ Walkways
\$5,000,000 (5309-2002) PE, Final Design & Construction Bus Terminal/ Walkways
\$2,500,000 (New Starts - 2003) Garage Expansion
\$3,883,494 (5309- 2004) Bus Terminal, Walkways / Garage Expansion
\$6,802,447 (5309-2005) Bus Terminal, Walkways
\$3,960,000 (5309-2006) Garage Expansion

And;

WHEREAS, the City Council has previously authorized, and the State of Connecticut Department of Economic and Community Development and the State of Connecticut Department of Transportation have previously awarded the City grants for transportation projects and to serve as the local 20 % match to the Federal Awards in the amounts of:

\$906,750 (DECD 1998) Water Street Commuter Lot
\$248,125 (DECD ITC I-1997) Preliminary Engineering
\$1,432,862 (DECD ITC II- 1998); Garage Expansion
\$2,500,000 (DECD ITC III-2000); Garage -Walkway Construction
\$480,000 (DECD ITC IV); Environmental Assessment / Final Design
\$2,000,000 (DECD ITC V-2004) Final Design / Construct Bus Terminal

\$5,300,000 (CTDOT 2004) Garage Construction – CMAQ
\$4,000,000 (CT DOT 2004) Garage / Walkway Construction; and

WHEREAS, the original 1998 City Council Resolution and the 2006 City Council Resolution reaffirming the authorization of filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for Federal transportation assistance authorized by 49 U.S.C. chapter 53, title 23 United States Code and other Federal statutes administered by the Federal Transit Administration; and

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for this transportation project in Bridgeport ; and

WHEREAS, the Federal Department of Transportation, Federal Transit Administration has been Authorized to provide to the City of Bridgeport certain earmarks in the amounts of \$2,850,000 (E2009-BUSP-199) and \$2,435,000 (E2010-BUSP-039) for the construction of certain physical improvements in conjunction with the Bridgeport Intermodal Transportation project; and

WHEREAS, the State of Connecticut Department of Transportation has been delegated Authority to award State financial assistance for this transportation project in Bridgeport; and

WHEREAS, grant or cooperative agreements for Federal and State Financial assistance will impose certain obligations upon the Applicant, and such obligations may include a requirement that the Applicant provide the local share of the project cost; and

WHEREAS, the City Council of the City of Bridgeport has previously approved the Capital Plan for the City of Bridgeport which includes funds that can be used as the local share of the total project cost to leverage additional Federal Funds; and

WHEREAS, the State of Connecticut, through the attached Agreement, will provide additional capital funds for the completion of the construction of the Transit Garage at Harbor Yard; and

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

NOW, THEREFORE, BE IT RESOLVED BY The City Council of the City of Bridgeport, that

1. The Mayor, or his designee the Director of OPED is authorized to execute and file application for Federal assistance on behalf of The City of Bridgeport with the Federal Transit Administration for Federal Assistance authorized by 49 U.S.C. chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration; or under the authority of a designated recipient, Urbanized Area Formula Program assistance authorized by 49 U.S.C. §5307, either alone or in addition other Federal assistance administered by the Federal Transit Administration in an amount not to exceed \$5,285,000 that will use the aforementioned Capital Funds as the local match in an amount not to exceed 20% of the Total Project

Cost of \$6,606,250 or \$1,321,250 to be used for connectivity and streetscape improvements in and around the Bridgeport Intermodal Transportation Center.

2. The Mayor, or his designee the Director of OPED is authorized to execute and file application for State assistance on behalf of The City of Bridgeport with the State Department of Transportation pursuant to Project ID: CT-04-0024-00, a grant not to exceed \$600,000 to be provided as the Local Match to a Federal Grant of \$1,827,611 awarded to the State Department of Transportation for the completion of construction of the Transit Garage At Harbor Yard generally in conformance with the attached Agreement. .

AND, BE IT FURTHER RESOLVED, That the Mayor, or his designee the Director of OPED is authorized to accept State and Federal Grants for the Bridgeport Intermodal Transportation Center as listed above and to execute any and all documents required to accomplish same.

File c/oped/sjt/itc/City Council / Resolution 12.8.10

**GRANT AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND THE
CITY OF BRIDGEPORT
FOR THE
BRIDGEPORT INTERMODAL TRANSPORTATION CENTER
Project ID No. CT-04-0024-00**

THIS AGREEMENT, concluded at Newington, Connecticut, this _____ day of _____, 2010__ by and between the State of Connecticut, Department of Transportation, Jeffrey A. Parker, Commissioner, acting herein by James P. Redeker, Bureau Chief of Public Transportation, duly authorized, hereinafter referred to as the STATE, and the City of Bridgeport, a public body or eligible private nonprofit or for profit corporation federally approved pursuant to the Transportation Equity Act for the 21st Century, as amended, having its principal place of business at 999 Broad Street, Bridgeport, Connecticut 06604, acting herein by Bill Finch, Mayor, hereunto duly authorized, hereinafter referred to as the CITY (collectively, the "Parties").

WITNESSETH, THAT:

WHEREAS, the STATE and the CITY mutually agree that the CITY owned Bridgeport Railroad Station located at 525 Water Street, built in the mid-1970s has been operated and maintained by the STATE since 1994; and

WHEREAS, the STATE and the CITY mutually agree that the Harbor Yard Garage, built in 2000 to accommodate 915 vehicles has been operated and maintained by the STATE since it was placed in service will be expanded by two additional parking deck levels adding 600 spaces, hereinafter referred to as the "Project"; and

WHEREAS, the CITY shall be responsible for administrating the design construction phases of the Project to be completed no later than August 31, 2010 for a total cost not-to-exceed \$12,208,886; and.

WHEREAS, FTA has awarded Five Million Three Hundred Eighty Three Thousand Eight Hundred Seventy Five Dollars (\$5,383,875) in lapsing FY2008 Section 5309 Bus and Bus Facilities earmark federal funds to the STATE for construction and rehabilitation of the Bridgeport Intermodal Transportation Center; Project ID: CT-04-0024-00, entitled "Bridgeport Rail Station Improvement"; and

WHEREAS, pursuant to Project ID:CT-04-0024-00 the STATE has agreed to provide the City of Bridgeport funds not to exceed Six Hundred Thousand Dollars (\$600,000) to complete the Project; and

WHEREAS, the STATE, pursuant to Subsection of 13b-34 of the Connecticut General Statutes, as revised, is authorized to enter into an Agreement with the City of Bridgeport providing for the distribution of Federal funds and State funds (if available) to enable the City of Bridgeport to contract in services solely for the hereinabove stated purpose, and in connection therewith, the Bureau Chief, given the authority to execute Express Findings by the Commissioner of Transportation, has made an Express Finding as is required by Section 13b-35 of the General Statutes of Connecticut, as revised.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the STATE and the CITY agree as follows:

THE CITY SHALL:

1. Transfer ownership of the Bridgeport Rail Station, Harbor Yard Garage and elevated pedestrian walkways to the STATE no later than January 1, 2011.
2. Perform or have performed all of the activities necessary to complete the Project.
3. Provide for adequate material testing and inspection of all construction activities in accordance with normal STATE requirements.
4. With respect to all work shall comply with all additional terms and conditions contained in Exhibit "A" entitled "Administrative and Statutory Requirements" (including attachments), a copy of which is attached and hereby made a part of this Agreement.
5. Maintain an accounting system that is adequate to segregate and accumulate reasonable, allocable and allowable costs and maintain accounts and records in accordance with generally accepted accounting principles consistently applied.
6. Agree that following completion of the Project, shall cause to be prepared and delivered to the STATE an audit performed in accordance with the terms and conditions contained in Exhibit "A".
7. Comply with all State, Federal and local laws and regulations, as they apply, and obtain all necessary concurrences, approvals, permits, easements, etc. that are necessary to construct the Project.
8. Agree to coordinate all construction activities that are within or adjacent to the railroad right of way or that will affect active rail operations with the STATE and Metro-North Commuter Railroad Company, if applicable.

9. Assume full legal responsibility for accuracy of all products of its work or that of any consultants utilized under this Agreement and shall so indicate by having the signature and Connecticut Professional Engineer's/Architect's Seal of the CITY engineer/architect and/or consultant in charge of the work performed under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.
10. Agree to notify the STATE in writing when there is a change in its certificate of incorporation or a change in the individual(s) in actual charge of the work specified herein. This change shall not relieve the CITY of any responsibility for the accuracy and/or completeness of all products of the work under this Agreement, including all supplements thereto.
11. Agree to insure that the burden, fringe, overhead and profit on any consultant agreement shall not exceed One Hundred Fifty Percent (150%-for Home Office), One Hundred Twenty-five Percent (125%-for Field Office), and One Hundred Sixty-five Percent (165%-Environmental) of salary costs. Also, the maximum hourly rate for principals in any consultant agreement shall not exceed Thirty-five dollars (\$35) per hour including burden, fringe, overhead and profit. Travel (mileage) costs shall be reimbursed in accordance with the latest State Travel Regulations-State Managers limiting amounts. These maximum allowable costs as well as other parameters established for consultant agreements which must be complied with, when applicable, are contained in Office of Policy and Managements' General Letter No. 97-1, dated November 21, 1996, which is incorporated herein by reference hereto.
12. Agree not to assign this Agreement or any interest herein without first obtaining the STATE's written consent thereto.
13. Agree that all such parking effected by the CITY, its agents, subcontractors and invitees pursuant to this Agreement, shall be solely and strictly on a non-discriminatory basis as regards, but not limited to the following factors:
 - (a). the location and/or the number of parking spaces to be utilized at any one time.
 - (b). the amount and/or frequency of parking fees, charges or levies assessed for such use;
 - (c) the duration of such use; or
 - (d). the fact that the user is or is not: a local resident; a local taxpayer; a high-volume use; or a user in conjunction with a local enterprise, activity, or organization.
14. Agree that with respect to the operations performed by the CITY under the terms of this Agreement and also those performed for the CITY by its subcontractors, the CITY and its subcontractors will be required to carry for the duration of this Agreement, and any supplements thereto, with the STATE being named as an additional insured party for paragraphs 8(a) and (b) below, the State shall be named as an additional insured. Said coverages to be provided by an insurance company or companies satisfactory to the

STATE; except that, with respect to work performed directly and exclusively by the CITY, the CITY may request the STATE to accept coverage provided under a municipal self insurance program. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

(a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(b) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,00) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit of as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

(c) If applicable, when the Agreement requires work on, over or under the right of way of any railroad company, the CITY shall provide, with respect to the operations that it or its subcontractors perform under the Agreement, Railroad Protective Liability Insurance for and on behalf of the railroad company as named insured, and the STATE named as additional insured, providing for coverage limits of (1) not less than Two Million Dollars (\$2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and (2) subject to that limit per accident, a total (or aggregate) limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period. If Railroad Protective Liability Insurance is required, the CITY shall obtain and submit the minimum coverage indicated above to the STATE prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities are accepted by the STATE.

15. Shall produce within five (5) business days, a copy or copies of all applicable insurance policies when requested by the STATE. In providing said policies, the CITY may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

16. Agree to indemnify and save harmless the State of Connecticut, its officers, agents and employees from all claims, suits, actions, damages and costs of every description resulting from the negligent performance of the CITY and/or any of its subcontractors under this Agreement, including any supplements thereto, or resulting from the nonperformance of the CITY and/or any of its subcontractors of any of the covenants and

specifications of this Agreement, including any supplements thereto and such indemnity shall not be limited by reason of any insurance coverage.

17. Agree that in the event of an adjustment of claims or in the defense of any suits between the STATE and the CITY, the CITY shall not use the defense of Governmental Immunity.

THE STATE SHALL:

18. Have the right to review and approve plans, specifications and contracts regarding the design and construction phases of the Project.

19. Upon proper execution of this Agreement, make available to the CITY a grant not to exceed Six Hundred Thousand Dollars (\$600,000) as a lump sum payment to be used for the completion of the Project.

20. The proceeds of the Project Grant shall be advanced by the STATE to the CITY in accordance with the terms and conditions setforth in the "Tax Exempt Proceeds Fund, Inc., Deposit and Withdrawal Provisions" attached hereto. The term "Recipient" as used in the "Tax Exempt Proceeds Fund, Inc., Deposit and Withdrawal Provisions" shall mean the CITY. The CITY hereby agrees to execute the "Tax Exempt Proceeds Fund, Inc., Deposit and Withdrawal Provisions" and to thereafter comply with all the terms, covenants and conditions contained within the "Tax Exempt Proceeds Fund, Inc., Deposit and Withdrawal Provisions." Any interest earned by the CITY on the Grant Proceeds in the Tax Exempt Proceeds fund shall be due the STATE.

THE STATE AND CITY MUTUALLY AGREE:

21. That the loss of adequate recording of any cost records concerning the Project will constitute non-eligible costs under this Agreement and as such, the STATE'S proportionate share of funds pertinent to such costs thereon will be reimbursed to the STATE.

22. That activities performed to complete the construction phases of the Project may be performed by the CITY'S forces and/or by the Municipality's subcontractors utilizing a bidding procedure acceptable to the STATE.

23. That no covenant or condition of this Agreement can be waived except by the written consent of the STATE and the CITY. Forbearance or indulgence by the STATE in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the CITY, and until complete performance by the CITY of said covenant or condition, the STATE shall be entitled to invoke any remedy available to it under this Agreement or by law or in equity despite said forbearance or indulgence.

24. That in the event that the CITY shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to produce materials, failure of power, restrictive governmental laws or regulations, riots, insurrection or the acts of war, or any other reason beyond its control, then performance of such act shall be excused for the period of the delay.

25. That all the covenants and obligations of the parties hereunder shall bind their successors and assigns whether or not expressly assumed by such successors and assigns.

26. That this Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut. Nothing expressed or implied herein shall give or be construed to give to any person, firm or corporation other than the STATE or the CITY any legal or equitable right, remedy or claim under or in respect of this Agreement. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the STATE and the CITY, unless a provision hereof expressly permits either of said parties to effect termination, amendment, supplementation, waiver or modification hereunder, in which event, such action shall be taken in accordance with the terms of such provisions.

27. That if any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein. The foregoing shall not relieve the STATE of its obligations to reimburse the CITY for expenses incurred in furtherance of the Agreement.

28. That any official notice from one such Party to the other such Party (Parties) in order for such notice to be binding thereon, shall:

(a) Be in writing addressed to:

(i) when the STATE is to receive such notice -

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546

(ii) when the CITY is to receive such notice-

Mr. Bill Finch
Mayor
City Hall

45 Lyon Terrace
Bridgeport, Connecticut 06604

- (b) be delivered in person or be mailed United States Postal Service – “Certified Mail” to the address recited herein as being the address of the Parties to receive such notice; and
- (c) contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term “official notice” as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the Parties as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this “official notice” specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

- 29. That the STATE assumes no liability for payment under the terms of this Agreement until the Municipality is notified, in writing, by the STATE that this Agreement has been approved by the Attorney General of the State of Connecticut.
- 30. That this agreement shall be deemed executory only to the extent of Six Hundred Thousand Dollars (\$600,000) and no liability on account thereof will be incurred by the STATE, beyond this amount for the purpose herein set forth unless parties hereto amend this Agreement in writing.
- 31. Nothing in this Agreement shall be construed to waive any of the STATE’s immunities.
- 32. It is mutually understood and agreed by the Parties hereto that this Agreement is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in Exhibit A “State of Connecticut Statutory and Administrative Requirements”, dated September 01, 2010, attached hereto, and that Exhibit A is made an integral part of this Agreement and has full force and effect as if the same were incorporated herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
Jeffrey A. Parker, Commissioner

Name:

By _____ (Seal)
James P. Redeker
Bureau Chief of Public Transportation

Name:

Date: _____

CITY OF BRIDGEPORT

Name:

By _____ (Seal)
Bill Finch
Mayor

Name:

Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____

DOT



U.S. Department of Transportation

FTA

Federal Transit Administration

Application

Recipient ID:	2070
Recipient Name:	CITY OF BRIDGEPORT
Project ID:	BPT- CT- 0010
Budget Number:	1 - Budget Pending Approval
Project Information:	ITC- Downtown Connectivity & Improvement

Part 1: Recipient Information

Project Number:	BPT- CT- 0010
Recipient ID:	2070
Recipient Name:	CITY OF BRIDGEPORT
Address:	45 LYON TERRACE , BRIDGEPORT, CT 06604 4023
Telephone:	(203) 576-7221
Facsimile:	(203) 332-5611

Union Information

Recipient ID:	2070
Union Name:	AMALGAMATED TRANSIT UNION
Address 1:	
Address 2:	
City:	Washington, DC 20210 0000
Contact Name:	James LaSala
Telephone:	
Facsimile:	
E-mail:	
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$6,606,250
Project Number:	BPT- CT- 0010	Adjustment Amt:	\$0
Project Description:	ITC- Downtown Connectivity & Improvement	Total Eligible Cost:	\$6,606,250

Recipient Type:	City	Total FTA Amt:	\$5,285,000
FTA Project Mgr:		Total State Amt:	\$0
Recipient Contact:	Steve Tyliszczak	Total Local Amt:	\$1,321,250
New/Amendment:	None Specified	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20500	Special Condition:	None Specified
Sec. of Statute:	5309-2	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	-	Est. Oblig Date:	None Specified
Recvd. By State:		Pre-Award Authority?:	Yes
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Sep. 01, 2010		
Program Page:	None Specified		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
90570	BRIDGEPORT--STAMFORD, CT--NY

Congressional Districts

State ID	District Code	District Official
9	4	James A Himes

Project Details

This is a City of Bridgeport request for \$5,285,000 of FFY 2009 and FFY 2010 BUSP earmark funds for the Bridgeport Intermodal Transportation Center. Grant funds will be used for Streetscape - Connectivity Improvements between the Bus Terminal, the Train Station, the Transit Garage and the Ferry Terminal on a pedestrian scale to provide new and enhanced sidewalks, lighting, signage and other essential improvements to the area in and around Water St, Main St, N & S Frontage Roads, State St, John St and Fairfield Ave between Water St and Main St. Improvements will also be made underneath I-95 at Water and Main Sts and the MN Railroad Underpass and Ferry Terminal parcel east of the MN tracks, as well as to the Train Station and platforms. This grant will be matched with City of Bridgeport Bond Funds in the amount of \$1,321,250 for a Total Project Cost of \$ 6,606,250.

Earmarks

Earmark Details

Earmark ID	Earmark Name	Orig. Balance	Amount Applied
E2009-BUSP-199	Bridgeport Intermodal Transp	\$2,850,000	\$2,850,000
E2010-BUSP-039	Bridgeport Intermodal Transp	\$2,435,000	\$2,435,000

Number of Earmarks: 2

Total Amount Applied: \$5,285,000

Date Sent for Release:

Date Released:

Security

No information found.

Part 3: Budget

Project Budget

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
113-00 BUS - STATION/STOPS/TERMINALS	0	\$5,285,000.00	\$6,606,250.00
ACTIVITY			
11.31.03 TERMINAL, INTERMODAL (TRANSIT)	0	\$480,000.00	\$600,000.00
11.33.03 TERMINAL, INTERMODAL (TRANSIT)	0	\$4,805,000.00	\$6,006,250.00
Estimated Total Eligible Cost:			\$6,606,250.00
Federal Share:			\$5,285,000.00
Local Share:			\$1,321,250.00

OTHER (Scopes and Activities not included in Project Budget Totals)

None

No Amendment Funding Source information is available for the selected project

Alternative Fuel Codes

Extended Budget Descriptions

11.31.03	TERMINAL, INTERMODAL (TRANSIT)	0	\$480,000.00	\$600,000.00
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Design / engineering of improvements				
11.33.03	TERMINAL, INTERMODAL (TRANSIT)	0	\$4,805,000.00	\$6,006,250.00
Construction of Street level connectivity improvements between modes and upgrades to terminals & stations				

Changes since the Prior Budget

Unable to find change amount information.

Part 4. Milestones

11.31.03 TERMINAL, INTERMODAL (TRANSIT) 0 \$480,000 \$600,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Oct. 01, 2010
	Dedsign & Engineering of improvements	
2.	Contract Award	Jan. 15, 2011
3.	Contract Complete	Jan. 15, 2012

11.33.03 TERMINAL, INTERMODAL (TRANSIT) 0 \$4,805,000 \$6,006,250

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Apr. 01, 2011
	Construction of Improvements	
2.	Contract Award	Jun. 01, 2011
3.	Contract Complete	Dec. 31, 2013

Part 5. Environmental Findings

PRJBUD Project Budget 0 \$5,285,000 \$6,606,250

Finding No. 1 - Class III

PNA to EA Date: Jun. 17, 2003

EA to FTA Date: Sep. 01, 2003

FTA Action Date Sep. 19, 2003

Finding Details: EA released to public on June 17, 2003 comments accepted to July 31, 2003. FONSI issued by FTA on August 19, 2003

Part 6: Fleet Status



City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

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

BILL FINCH
Mayor

ANDREW J. NUNN
CAO

ALANNA C. KABEL
Deputy CAO of Central Grants
and Community Development

COMM#16-10 Referred to ECD&E Committee on 12/20/2010

December 13, 2010

To: Fleeta Hudson
From: Valerie Sorrentino
Re: **2010 - 2011 Lead Poisoning Prevention and Control Contract**

The Department of Health and Social Services seeks authorization for Mayor Finch to enter into contract with the Connecticut Department of Public Health and the Ct Association of Directors of Health (CADH) for a Lead Poisoning Prevention and Control Grant and to sign all related documents, contracts and resolutions.

The State Dept. of Public Health (DPH) through the Ct Association of Directors of Health (CADH) awarded funds in the amount of \$90,296 to the Bridgeport Health Department for increased services for childhood lead poisoning, testing, case management and intervention activities. Funds will be used to cover salaries/fringes for Lead staff and to purchase educational supplies.

Thank you for your attention to this matter and please feel free to call me at 876-7100 with any questions.

VLS/

RECEIVED
CITY CLERK'S OFFICE
2010 DEC 15 P 3:40
ATTEST
CITY CLERK



**EXECUTIVE SUMMARY
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS**

PROJECT TITLE : Lead Poisoning Prevention and Control Program

RENEWAL X NEW

DEPARTMENT SUBMITTING INFORMATION: Health and Social Services

CONTACT NAME: Valerie Sorrentino

PHONE NUMBER: 576-7110

PROJECT SUMMARY/DESCRIPTION:

The State Dept. of Public Health (DPH) through the Ct Association of Directors of Health (CADH) awarded funds in the amount of \$90,296 to the Bridgeport Health Department for increased services for childhood lead poisoning, testing, case management and intervention activities.

CONTRACT DATES:

September 1, 2010 – June 30, 2011

PROJECT GOALS AND PROCEDURES:

1. To screen and provide case management services to children who are at risk for or who test positively for lead poisoning.
2. To provide lead poisoning prevention education to parents and legal guardians of children at risk for elevated BLL's.
3. To provide environmental services including investigations, inspections, issuance of legal orders, oversight of implementation of controls or abatement of sources of lead exposure, relocation of persons with lead poisoning.

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal:
State: \$90,296
City:
Other:

FUNDS REQUESTED

Salaries/Benefits: \$79,391
Supplies \$10,905
Training/Registration:
Computer Equipment:
Other

Subcontracts: Yes X No

If yes, supply listing and dollar amount
(please attach)

WHEREAS, the State Department of Public Health and the Ct Association of Directors of Health are authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through the Lead Poisoning Prevention and Control Program and,

WHEREAS, funds under this grant will be used solely for childhood lead poisoning testing, case management and intervention activities; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State Department of Public Health and the Ct Association of Directors of Health in an amount not to exceed \$90,296 for the purpose childhood lead poisoning testing, case management and intervention activities; and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the State Department of Public Health and the Ct Association of Directors of Health for funds for the purpose of childhood lead poisoning testing, case management and intervention activities; and,

2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Public Health and the Ct Association of Directors of Health for a Lead Poisoning Prevention and Control Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

***154-09 Consent Calendar**

Appointment of Edgar Rodriguez (D) to the Fire
Commission

**Report
of
Committee
on**

Public Safety and Transportation

Submitted: December 20, 2010

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***154-09 CONSENT CALENDAR**

RESOLVED, that the following named individual be, and hereby is, Appointed to the Fire Commission; and that said Appointment be, and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

Edgar Rodriguez (D)
426 East Washington Avenue
Bridgeport, Connecticut 06608

January 1, 2011

This appointment fills a vacancy.

Respectfully submitted,
THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION

Michelle A. Lyons, Co-Chair

Susan T. Brannelly, Co-Chair

Richard Bonney

Anderson Ayala

M. Evette Brantley

Manuel Ayala

Denese Taylor-Moye

***156-09 Consent Calendar**

Grant Submission: State of Connecticut OPM 2010
Police Youth Grant Program.

**Report
of
Committee
on**

Public Safety and Transportation

Submitted: December 20, 2010

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***156-09 CONSENT CALENDAR**

Whereas, the State of Connecticut Office of Policy and Management is authorized to extend financial assistance to municipalities in the form of grants; and

Whereas, this financial assistance has been made possible through the State of Connecticut OPM Police Youth Grant Program; and

Whereas, financial assistance under this grant will be used to develop the Police Training Youth.com Initiative, a hands on approach to technology training to bring youth and police officers together through the use of technology to become successful leaders in the community; and

Whereas, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the State of Connecticut OPM in an amount not to exceed \$10,000 for the purpose of implementing the Police Training Youth.com Initiative within the City of Bridgeport; and

Now Therefore, Be It Resolved by the City Council:

1. That it is cognizant of the City's grant application and contracts to the State of Connecticut OPM to provide financial assistance and help to develop the Police Training Youth.com Initiative; and
2. That it hereby authorizes, directs and empowers the Mayor, or his designee to execute and file such application with the State of Connecticut OPM through the OPM Police Youth Grant Program, to provide such additional information and to execute such other contracts and documents as may be necessary under this program.



Report of Committee on Public Safety and Transportation
***156-09 CONSENT CALENDAR**

-2-

Respectfully submitted,
THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION

Michelle A. Lyons, Co-Chair

Susan T. Brannelly, Co-Chair

Richard Bonney

Anderson Ayala

M. Evette Brantley

Manuel Ayala

Denese Taylor-Moye

City Council Date: December 20, 2010

***04-10 Consent Calendar**

Professional Services Agreement with Environmental Land Solution, LLC for consultant Services to the Inland Wetland and Watercourse Agency.

**Report
of
Committee
on
Contracts**

Submitted: December 20, 2010

Adopted: _____

Attest: _____



City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

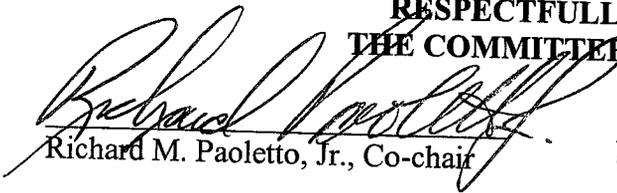
To the City Council of the City of Bridgeport.

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

***04-10 Consent Calendar**

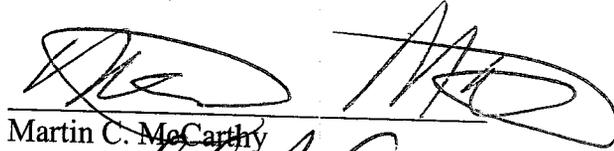
RESOLVED, That the attached Professional Services Agreement with Environmental Land Solutions LLC for consultant services to the Inland and Wetlands and Watercourses Agency for the purpose of reviewing land use applications and related services, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

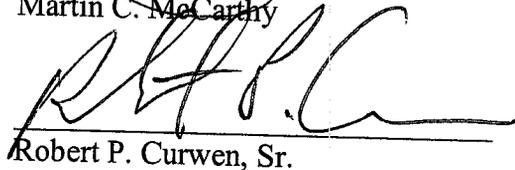

Richard M. Paoletto, Jr., Co-chair

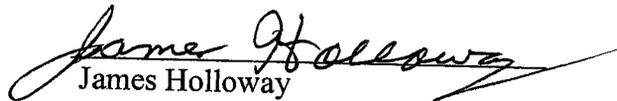
Carlos Silva, Co-chair

Michelle A. Lyons


Martin C. McCarthy

Howard Austin, Sr.


Robert P. Curwen, Sr.


James Holloway

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the day of November, 2010 (the "**Agreement**") is hereby entered into between **Environmental Land Solutions LLC**, with offices at 8 Knight Street, Suite 203, Norwalk, Connecticut 06851 (the "Consultant") and the **City of Bridgeport, acting through its Inland Wetlands and Watercourses Agency** with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "City") on the following terms and conditions:

WHEREAS the City requires the services of the Consultant for the purpose- of reviewing land use applications and related services as more fully set forth in Exhibit "A" attached hereto; and

WHEREAS the City publicly advertised a request for qualifications for such services from vendors; and

WHEREAS the Consultant submitted a proposal to render the required consulting services; and

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:

- 1. General Undertaking.** The parties are entering into this Agreement whereby, the Consultant will perform certain inland wetlands consulting services (the "services") consisting primarily of the tasks set forth in the Consultant's proposal, both of which are attached as Exhibit A hereto and made a part hereof, and such other related tasks as may be assigned ("Scope of Work") by the Inland Wetlands and Watercourses Agency ("IWVA") or the IWVA clerk. The scope of Work shall include, but not be limited to, issuance of letters of decision, preparing reports to the IWVA drafting permits and conditions and reviewing meeting minutes. The clerk of IWVA shall be responsible for reviewing applications and processing the same, meeting with applicants and the public, handling questions and requests for information, and signing and sending correspondence to applicants and other agencies, preparing meeting agendas, performing inspections for violations, etc., although there may be occasions when the City may ask the Consultant to handle some of the clerk's activities as part of the Consultant's Scope of Work.
- 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 -the City's fiscal impact analysis, software package is fully operational, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("Term").

Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City.
- 3. Basis For Compensation.** The Consultant is being hired on a time and materials basis to be billed against a not-to-exceed maximum of Twenty-five thousand (\$25,000) Dollars for

each year during the Term, which amount cannot be exceeded without the express prior written consent of the City. Any increase in this maximum amount is subject to available funding. The Consultant shall maintain contemporaneous daily time records, and other records, of hours and tasks performed per individual, which shall be submitted to the City with each monthly invoice. Unless otherwise stated, all tasks assigned and schedules for progress and completion shall be considered a material part of this Agreement.

4. **Hourly Rate: Reimbursable Expenses; Payment Process**

(a) **Price.** The applicable price for all Services rendered has been established as an hourly rate of Eighty (\$80.00) Dollars per principal of the Consultant, which shall remain the same throughout the term, which shall be two years commencing on November, 2010. Except as stated herein, the Price includes the cost of the Consultant's home office overhead, general and administrative expenses, and all other indirect costs and profit to be recovered or charged under this agreement.

(b) **Out-of-Pocket-Costs;** Taxes Except as otherwise set forth in this Agreement, Services include the costs of local travel to and from the Consultant's office or offices and the City of Bridgeport. The City agrees to reimburse the Consultant its actual, reasonable expenses for the items set forth in Exhibit B attached and made a part hereof ("Reimbursable Expenses"). The Consultant must request and obtain the City's prior written consent for all other expenses. The City is not obligated to pay certain sales, use, gross receipts taxes, ad valorem or other taxes with respect to the Services rendered by the Consultant, and the Consultant shall not invoice the City therefor.

(c) **Payment.** Payment shall be made within sixty (60) days after receipt of the Consultant's complete invoice with all back up materials, including but not limited to, daily time records showing the employee's name, number of hours worked, tasks performed, and the like, satisfactory to the City.

(d) **Invoices.** The cost of all Services performed and Reimbursable Expenses incurred shall be invoiced monthly as work progresses, but in no event shall the Consultant submit invoices for such work or expenses later than forty-five (45) days after such Services are rendered.

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.** 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 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 the Work Product. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of the Work Product 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 and is free to use such knowledge in future projects.

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, without limitation, source code and design materials for Work Product and other 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. The Consultant will notify the City of reportable spills or environmental conditions. In cases where the City is not yet the property owner, the Consultant shall notify the City of any reportable spill or environmental condition and the City will notify the property owner of the requirement to report such occurrence. 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 due diligence and care. 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.** [INTENTIONALLY OMITTED]

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, Confidential Information or Non-Circumvention 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 will undertake and complete the Scope (s) of Work assigned by the City within the times and dates established by the city and otherwise specified under applicable law to enable timely action to be taken by the City's Inland Wetlands and Watercourses Agency.
- (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 complete any scope of work or subcontract any of the work to third parties or principals other than Matthew Popp and Kate Throckmorton without prior written notice to the City and receipt of the City's written consent.
- (f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted sub-consultants, have committed a criminal violation of or 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 in the imposition of a monetary fine, injunction, criminal conviction or other sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and sub-consultants shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Service's 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 such work 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.

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"), SECTION 7 "CONFIDENTIAL INFORMATION") OR SECTION 8 (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 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:

with a copy to:

Office of the City Attorney
999 Broad Street, 2nd Floor
Bridgeport, Connecticut 06604

If to the Consultant:

Environmental Land Solutions ,LLC
8 Knight Street, Suite 203
Norwalk, CT 06851

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.

(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 determined in the Connecticut Superior Court, Judicial District of Fairfield at Bridgeport, 1061 Main Street, Bridgeport, Connecticut 06604.

(a) **Choice of Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CONNECTICUT.

(b) **Joinder in Other Proceedings.** The City reserves the right to require the joinder and participation of the other party to this Agreement in any other arbitration or litigation involving a claim by a third party that relates to the subject matter set forth in this Agreement and reserves the additional right, if necessary or desirable in the City's sole determination, to join or implead the other party to this Agreement into such arbitration or litigation when doing so is deemed by the City to be in its best interest.

15. **Independent Consultant Status.** The Consultant and its approved sub-consultants are independent Consultants 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 sub-

consultants 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 Consultant and sub-consultant 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 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 and \$300,000 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.

General requirements. All policies shall include the following provisions:

Cancellation notice—The City shall be entitled to receive from the insurance carriers 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, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on an ACORD-25S form delivered to the City and authorized and executed with the original stamp or signature of 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 sub-consultants 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 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 or rating otherwise 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 45 Lyon Terrace, Bridgeport, Connecticut 06604"

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 Matthew Popp 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 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, unseasonable weather conditions, natural disasters, catastrophic events, casualties to persons or properties, 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 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 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.

(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 the Project area. 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.

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:

ENVIRONMENTAL LAND SOLUTIONS, LLC

By: _____

Name:

Title:

SCHEDULE A



Environmental Land Solutions, LLC
Environmental Analysis, Landscape Architecture & Planning

June 18, 2010

Department of Public Purchasing
City of Bridgeport
45 Lyon Terrace, Rm 324
Bridgeport, CT 06604

Re: Letter of Transmittal - Request for Qualifications
PEB 18106 - Inland Wetlands Consultant

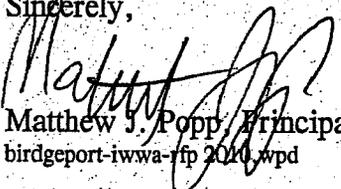
To Whom it May Concern:

Environmental Land Solutions, LLC (ELS) welcomes the opportunity to submit its qualifications for the Inland Wetlands Consulting Services as outlined in the Request for Qualifications (RFQ) PEB 18106. ELS is currently the consultant to the Inland Wetlands and Watercourses Agency (IWWA) of the City of Bridgeport. Our firm has acted in this capacity since 1995, initially through Environmental Design Associates, our former employer, and subsequently directly through ELS since 2002.

Our firm has extensive experience with municipal, state and federal laws and guidelines which focus on inland wetlands and watercourses regulations which is reflected in the materials submitted in the Request for Qualifications (RFQ). I am a licensed Landscape Architect and a Professional Wetland Scientist and served for sixteen-years as a member of the Greenwich Inland Wetlands and Watercourses Agency and a nine-year member of the Audubon Greenwich Board of Directors. My partner, Katherine Throckmorton is also an licensed Landscape Architect and a Certified Profession in Sediment and Erosion Control, and is NOFA Certified. She was a member of the Wilton Conservation Commission for ten years and currently serves in the Town of Wilton Tree Committee.

A review of the enclosed information should indicate to the reviewing committee that ELS is highly qualified for this assignment based on our experience and expertise within the field of wetlands and watercourses and regulations of the same. I have enjoyed the opportunity to work these past eleven years for the City of Bridgeport and its Inland Wetlands and Watercourses Agency and would like the opportunity to continue to provide these services.

Sincerely,


Matthew J. Popp, Principal

birdgeport-iwwa-rfp 2010.wpd

Environmental Land Solutions, LLC

8 Knight Street, Suite 203
Norwalk, CT 06851

Request for Qualifications
RFQ# PEB 18106

Inland Wetlands Consultant
for the
Inland Wetlands and Watercourses Agency
City of Bridgeport

June 2010

The following information corresponds directly to the items listed under "Form and Content of Submission" portion of the RFQ.

1. Letter of Transmittal.

See attached cover letter.

2. Services to be Provided / Principal Staff to Complete Task.

A. Environmental Land Solutions, LLC (ELS) will continue to provide the professional consulting services necessary to support the Inland Wetlands and Watercourses Agency (IWWA) in its efforts to protect the City's wetlands and watercourses while allowing for the rights of a property owner to develop his or her land in an environmentally-responsible and balanced manner. ELS will provide, but is not necessarily limited to, the specific services listed below:

1. Standard Application Review.

a. Review of application forms to insure their proper filing.

- b. Review of site development plans.
- c. Visit application sites to inventory and evaluate the regulated areas on and adjacent to the site.
- d. Meet with applicants to review the scope of proposed projects as needed.
- e. Review the City of Bridgeport Engineering Department reports relating to the application.
- f. Prepare Application Summary reports which are submitted to the Agency members. Reports describe the existing conditions, functions of the wetlands and watercourses, proposed development, potential impacts to the regulated areas, potential measures to mitigate for impacts, and options available to the Agency including potential special conditions of permit approvals.
- g. Attend Agency meetings.
- h. Review revised site plans per permit conditions. Send a confirmation letter to an applicant.

2. Permit Compliance.

- a. Visit sites to insure permit compliance.
- b. Prepare field reports as needed to document project conditions (i.e.; status of erosion controls and mitigation measures).
- c. Report project status to Agency.
- d. Review of project at completion for release of any bonding.

3. Violation Review (As requested by IWWA Clerk).

- a. Inspect subject site to determine if violation has occurred.
- b. Send a Violation Notice to land owner (as requested).
- c. Review violation with land owner as needed.

4. Routine Administrative Tasks.

- a. Preparation of Decision Notices (i.e.; Permits).
- b. Send IWWA consultant's reports to applicants and their consultants.
- c. Project coordination with William Minor, IWWA Clerk.
- d. Review of Start and Finish Cards.

5. Miscellaneous Tasks.

- a. Revise IWWA Regulations to correspond to updated State Statutes as necessary.
- b. Review and revise Fee Schedule as necessary.

- c. Correspond with Department of Environmental Protection (DEP) staff as needed.
- d. Inform IWWA members of upcoming Department of Environmental Protection education seminars.
- e. Project coordination with the City Attorney and Engineer as needed.
- f. Review projects in adjacent municipalities which are within 500' of Bridgeport borders per IWWA state statutes.

B. ELS will continue to use the following principal personnel to successfully complete the above tasks:

1. Matthew Popp
Professional Wetland Scientist
Landscape Architect
2. Katherine Throckmorton
Certified Professional In Sediment and Erosion Control
Landscape Architect
NOFA Certified Organic Land Care Professional

3. Supporting Personnel.

No support services or additional personnel are anticipated to be needed to work on this project.

4. Organization Structure and Qualification of Firm.

ELS is a private consulting firm specializing in wetland analysis and impact assessments, CAM reports, landscape architecture, environmental site planning, habitat restoration, regulatory compliance, and mitigation design plans. ELS provides a full range of licensed landscape architectural and environmental land consulting services to commercial, corporate, industrial, institutional, municipal and residential clients. We are experienced team players working with architects, engineers, hydrogeologists, soil scientists and other professionals involved in land use development. ELS's staff has a distinguished history of efficiently securing project approvals from federal, state and local regulatory agencies. ELS prepares site plans, Environmental Impact Statements and Assessments, Coastal Area Management reports, inland and tidal wetland mitigation plans, environmental site monitoring, and local, state and federal inland and tidal wetland permitting.

See attached resumes for further information.

ELS is located at: Environmental Land Solutions, LLC
8 Knight Street, Suite 203
Norwalk, CT 06851

Telephone No.: (203) 855-7879
Fax: (203) 855-7836
Email: landscape@snet.net
Web Site: www.elsllc.net
Tax ID Number: 06-1432004

8. Fee Structure.

ELS will bill the Client on an hourly basis with a professional discount of approximately 30% from our standard billing rates. The hourly rate to be billed to the City will be \$85.00. Invoices shall be sent monthly and include a breakdown of tasks completed for that period.

ELS will be reimbursed at the cost for all expenses incurred in connection with the project by the Client. As is our current practice, no mark up will be applied to reimbursable items. Invoices will be submitted on a monthly basis. Invoices for services performed on a Time Basis and for Reimbursable Expenses will be based upon actual time and/or expenses incurred. Payments are due within sixty (60) days from the receipt of invoice.

9. Services Rendered to Municipalities (within the past 5 years).

- a. City of Bridgeport, CT
Consultant to the Inland Wetlands and Watercourses Agency
William Minor Tel: (203) 576-7222
- b. Planning and Zoning Commission, Wilton, CT
Site monitoring for sediment and erosion controls.
Robert Nerney Tel: (203) 563-0185
- c. Engineering Department, Town of Greenwich, CT
South Water Street - design of waterfront park.
Joseph-Loyd Tel: (203) 622-7767
- d. City of Stamford, CT
Design of Cove Island Wildlife Sanctuary.
Erin McKenna Tel: (203) 977-4715

Paul Ginotti, P.E.

Tel: (203) 977-4856

- e. Parks and Recreation, Town of Wilton, CT
Preparation of wetland application materials and site planning for play fields.
Steve Pierce Tel: (203) 834-6234
- f. Town of Darien, CT
Darien High School - Erosion control monitoring and mitigation planning
Joe Canas, P.E. - Tighe & Bond Tel: (203) 712-1100

10. Other Relevant Information.

ELS staff who will be working on this project volunteer locally with similar agencies. Mr. Popp was a sixteen-year member of the Greenwich Inland Wetlands and Watercourses Agency and a Board member of Audubon Greenwich. He is currently a Board member of the Calf Island Conservancy (Greenwich, CT). Ms. Throckmorton was a ten-year member of the Wilton Conservation Commission. Ms. Throckmorton previously worked for the Town of Wilton as a planner and is currently on the Wilton Tree Committee.

Certificates of Insurance are to be provided to the City of Bridgeport.

11. Other Consultants to be Utilized.

ELS will continue to provide the wetland consulting services as needed and as requested by the IWWA and the Office of the City Attorney when applicable. No outside consultants are expected to be used to complete this task.



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

06-10

RESOLVED, That the attached Collective Bargaining Agreement between Bridgeport Board of Education and Bridgeport Council of Administrators and Supervisors for the period of September 1, 2011 thru August 31, 2014, be and it hereby is, **DENIED**.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

Richard M. Paoletto, Jr., Co-chair

Carlos Silva, Co-chair

Michelle A. Lyons

Martin C. McCarthy

Howard Austin, Sr.

Robert P. Curwen, Sr.

James Holloway

City Council: December 20, 2010

Tabled and Referred back to Committee on 12/20/2010

AGREEMENT
BETWEEN
BRIDGEPORT BOARD OF EDUCATION
AND
BRIDGEPORT COUNCIL OF
ADMINISTRATORS AND SUPERVISORS
AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS
LOCAL 46, AFL-CIO
2011-2014

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AGREEMENT

THIS AGREEMENT by and between the Bridgeport Board of Education (hereinafter referred to as the "Board") and the Bridgeport Council of Administrators and Supervisors (hereinafter referred to as the "Council"); pursuant to binding arbitration.

ARTICLE I

RECOGNITION

The Bridgeport Board of Education hereby recognizes the Bridgeport Council of Administrators and Supervisors as the exclusive agent as defined in Connecticut General Statutes Sections 10-153a through 10-153g as amended by Public Act 76-403 for all certified professional employees employed by the Bridgeport Board of Education in positions requiring an intermediate administrator or supervisor certificate or the equivalent thereof, and department chairman, but excluding the Superintendent of Schools, the Associate Superintendent of Schools, all Assistant Superintendent of Schools, the Director of Human Resources, any certified professional employees who act for the Bridgeport Board of Education in negotiations with certified professional personnel or are directly responsible to the Bridgeport Board of Education for personnel relations or budget preparations, temporary substitutes or all non-certified employees of the Bridgeport Board of Education.

ARTICLE II

DEFINITION

- A. In the construction of the following sections of this contract, words and phrases shall be construed according to commonly approved usage of the language. Technical words and phrases as have acquired a peculiar and appropriate meaning in education shall be construed accordingly:
- B. As used in the contract, the following terms shall have the meanings as set below:
1. Board shall mean the Board of Education of the City of Bridgeport;
 2. Council shall mean the Bridgeport Council of Administrators and Supervisors;
 3. Superintendent shall mean the Superintendent of Schools for the City of Bridgeport or his/her designee;
 4. Members of the Unit shall mean all professional personnel covered in Article II of this contract;
 5. Positions requiring an intermediate administrator or supervisor's certificate or the equivalent thereof are those set forth in Section 10-145a-92 of the Regulations of the State Board of Education, as they may be amended.

ARTICLE III

BOARD RIGHTS

It is recognized that the Board has and will continue to have, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the City of Bridgeport in all its aspects, including but not limited to the following: To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the City of Bridgeport, to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer Administrators; to suspend or dismiss the Administrators of the schools in the manner provided by statute or ordinance; to designate the schools which shall be attended by the various children within the City; to make such provisions as will enable each child of school age residing in the City to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets to the Common Council and, in its sole discretion, expend money appropriated by the City for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with, or in violation of, any of the specific terms and provisions of this Agreement.

ARTICLE IV

AGENCY SHOP REQUIREMENT

Section 1.

Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Council and execute an authorization permitting the deduction of union dues and assessments.

Section 2.

Any member of the bargaining unit who has not joined the Council during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be no greater than the proportion of union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment. The Council shall be required to notify the School Board sufficiently in advance of issuance of the first employee paychecks of the amount of such service fee. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Council.

Section 3.

In the event that a member of the bargaining unit does not join the Council or pay the required service fee by the thirtieth (30th) day as required, the Board agrees to deduct the annual service fee from the member's salary through payroll deduction. The amount of said service fee, computed as aforesaid, shall be certified by the Council to the Board not later than thirty (30) days prior to the commencement of the school year.

Section 4.

As a condition to the effectiveness of this Article, the Council agrees to Indemnify and save the Board harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

Section 5.

The Board shall deduct the service fee from the salary of non-members of the Council bi-weekly and remit the same to the Council treasurer.

ARTICLE V

WORK YEAR

A. Except for specified days set forth below, Administrators are required to be on the job for days that the main office is open, including snow days notwithstanding that the individual schools may be closed. All workdays are full days, including workdays during the Summer. Days on which schools are closed due to religious holidays are workdays, unless the Administrator celebrates the religious holiday. Building Administrators are responsible for all programs in their buildings, including Summer programs and after school programs.

B. Groups I, II, III will be on a twelve (12) month year. Vacation time will consist of the Christmas recess and April vacation weeks, and fifteen (15) working days which, unless otherwise directed by the Superintendent, must be taken within the period following the last day of school in June through the next to the last Friday before the start of school. Vacation schedules must be reported, in writing, by each Administrator to the Superintendent and approved by the Superintendent before the close of school. In the event the February vacation is reinstated in the future, the Administrators shall have the option of substituting the February vacation week for the above-referenced April vacation week.

C. Group IV will be on the regular teachers schedule with the addition that they be in their schools or, in the case of Administrators not assigned to specific schools, on the job, for a total of 201 days, any of which days in excess of the regular teachers schedule, unless otherwise directed by the Superintendent, can be broken up to include time after school closes or before the opening of the new school year. Such days must be approved in advance by the Superintendent.

D. An Administrator may carry over up to five (5) unused vacation days per year with the approval of the Superintendent, which approval shall not unreasonably be withheld. Said carry over vacation days may accumulate to ten (10) such accumulated days. Said accumulated days to a maximum of ten (10) shall be paid out at the Administrators per diem rate at the time of retirement, provided however, that said days shall only be paid out in the event the Administrator retires and commences the immediate collection of a STRB retirement.

ARTICLE VI

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to problems which may arise from time to time with respect to the provisions of this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as appropriate at any level of the procedure.

Section 2. Definitions

- A. A "grievance" shall mean a complaint by an Administrator that he has been treated unfairly or inequitably because of a violation, misinterpretation or misapplication of the provisions of this Agreement or of established policy or practice.
- B. "Administrator" shall mean any certified professional employee member of this bargaining unit and may include a group of Administrators similarly affected by a grievance.
- C. "Days" when referred to in the time limits hereof, shall mean days when schools are in session.

Section 3. Time Limits

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written mutual agreement of the parties in interest.
- B. If an Administrator does not file a grievance with the Assistant Superintendent, in writing, within twenty (20) days after he knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

- C. Failure by the Administrator at any step to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
- D. Failure by the Assistant Superintendent or the Superintendent, or the Board to respond to the grievant within the specified time limit shall permit the grievance to be moved to the next step.

Section 4. Informal Discussion

- A. If an Administrator feels that he may have a grievance, he may discuss the matter with his immediate supervisor or other appropriate Administrator in an effort to resolve the problem informally. The grievant may have one representative of the Council to assist in the informal discussion.

Section 5. Formal Procedure

Step 1.

If the aggrieved Administrator is not satisfied with the informal discussion concerning his grievance, he may file a grievance in writing, with the Assistant Superintendent of Schools, with a copy to the Council. Such filing with the Superintendent must take place within the twenty (20) day period as set forth in Section 3B above.

The Assistant Superintendent shall, within ten (10) days after receipt of the written grievance, meet with the aggrieved Administrator and with one representative of the Council for the purpose of resolving the grievance.

Within ten (10) days after the meeting, the Assistant Superintendent shall render a decision and provide the reasons therefore, in writing, to the aggrieved Administrator, with a copy to the Council.

Step 2.

If the aggrieved Administrator is not satisfied with the disposition of his grievance at Step I, he may, within five (5) days after receipt of the Assistant Superintendent's decision, refer the grievance to the Superintendent. The Superintendent shall, within ten (10) days after receipt of the written grievance, meet with the aggrieved Administrator and one representative of the Council for the purpose of resolving the grievance. Within ten (10) days after the meeting, the Superintendent shall render a decision and provide the reasons therefore, in writing, to the aggrieved Administrator, with a copy to the Council.

Step 3.

If the aggrieved Administrator is not satisfied with the disposition of his grievance at Step 2, he may, within five (5) days after the receipt of the Superintendent's decision, file a written appeal with the Board of Education.

The Board of Education shall, within fifteen (15) days after receipt of the written appeal, meet with the aggrieved Administrator and with one representative of the Council and the Superintendent for the purpose of resolving the grievance. A full and accurate record of such meeting shall be kept, with copies to the involved parties.

The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore, in writing, to the aggrieved Administrator, with a copy to the Council.

Section 6. Arbitration

- A. If the aggrieved Administrator is not satisfied with the disposition of the grievance at Step 3, he may, within five (5) days after the receipt of the Board's decision, request the President of the Council, in writing, to submit the grievance to arbitration.
- B. The Council may, within five (5) days after receipt of such request, decide to submit the grievance to arbitration. Written notice is to be sent to the Board.
- C. The Chairman of the Board and the President of the Council shall, within five (5) days after such written notice, jointly select an arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree on an arbitrator within five (5) days, the matter shall be submitted to the American Arbitration Association under the Rules of Voluntary Arbitration of the American Arbitration Association.
- D. The arbitrator so selected shall confer promptly with representatives of the Board and the Council and shall hold such further hearings with the aggrieved Administrator and other parties in interest as he shall deem requisite.
- E. The arbitrator shall render his decision in writing to all parties in interest, setting forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement and shall be without power or authority to add to, subtract from, modify or delete any term or provision of this Agreement. The decision of the arbitrator shall be submitted to the Board and to the Council and, subject to law, shall be final and binding, provided that the arbitrator shall not usurp the function of the Board or the proper exercise of the judgment and discretion of the Board under law and under this Agreement.

- F. The cost of the services of the arbitrator shall be borne equally by the Board and the Council. Other costs incurred by either party shall be paid for by that party.

Section 7. Right of Council to File Grievance

The Council shall have the right to file a grievance alleging a breach of this Agreement which affects a group or class of Administrators as a whole and shall process said grievance beginning with Step 2 of the Grievance Procedure.

Section 8. Representation

- A. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- B. Nothing herein shall be construed as compelling the Council to submit a grievance to arbitration.
- C. When an Administrator is not represented by the Council, the Council shall have the right to be present and to state its views at all stages of the procedure.
- D. If they so desire, the Board and/or the Council may, at any stage of the procedure, call upon the professional services of any person whose assistance is deemed necessary. The cost of such services shall be borne by the party requesting them.

Section 9. Miscellaneous.

- A. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
- B. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent, with the approval of the Council, and shall be made available to the Council so as to facilitate operation of the grievance procedure.
- C. The written grievance should state the specific Article(s) of this Agreement or the established policy or practice claimed to have been violated, a brief set of facts, and the relief requested.
- D. No Administrator will be disciplined, reprimanded, suspended, dismissed, deprived of his professional advancement or given an adverse evaluation of his professional service without just cause.
- E. Reference herein to "established policy or practice" shall not limit or restrict any rights the Board lawfully retains to create, amend, add to, modify or delete any such policy or practice.

ARTICLE VII

PROMOTIONS

A. Promotional positions as used in this Article mean any position in a higher salary group than the Administrator's current salary group.

B. As soon as an administrative vacancy occurs or is known will occur, and which the Board intends to fill, such vacancy shall be immediately and adequately publicized in every school for at least fifteen (15) days prior to the filling of that vacancy. Said notice of vacancy shall clearly set forth the qualifications and the salary for that position.

C. Administrators who desire to apply for such vacancies shall file their applications in writing with the Superintendent within the time limits specified in the notices. Preference may be given to qualified Administrators currently employed by the Board, in the discretion of the Board.

D. Whenever a given position has certain state certification requirements, all future appointees thereto shall be certified accordingly.

E. All appointees to the aforesaid vacancies and openings shall be made without regard to age, race, creed, religion, nationality, sex, marital status, color or physical handicap.

F. All appointees to promotional positions as set forth in this Article 7 shall serve a twelve calendar month probationary period commencing on the date the appointee begins to serve in the promotional position. At the end of said twelve month period, if the Board is not satisfied with the individual's performance, attendance or service in said position in any regard, said individual may be returned to his or her former position, without recourse to the grievance procedure. Appointees from outside the bargaining unit to any bargaining unit position shall serve a probationary period of two years. At the end of, or at anytime during said probationary period, if the Board is not satisfied with the individual's performance, attendance or service in said position in any regard, said individual may be reassigned to a position teacher's bargaining unit, without recourse to the grievance procedure.

The language set forth in this Section F is not intended to preclude the Board's rights under Connecticut General Statute §10-151.

ARTICLE VIII

ASSIGNMENTS AND TRANSERS

Section 1. Assignments and Transfers

A. When involuntary transfers are necessary, the Administrator(s) involved in the move(s) will be given the reasons in writing and will have an opportunity to meet

with the Superintendent or a designated Associate or Assistant Superintendent to discuss the matter.

Upon request from an involved Administrator who objects to the transfer, a Council representative may participate in this meeting or a meeting called subsequently concerning this same transfer.

- B. Notice of transfers shall be given to Administrators as soon as possible and, under normal circumstances, no later than August 15th for the next school year.
- C. When the Board makes an involuntary transfer of an Administrator to a Group which pays at a level lower than the Administrator is currently receiving, such Administrator's salary shall be reduced not more than One Thousand Dollars (\$1,000.00) per year until the appropriate level on the salary schedule is reached.
- D. No Administrator with more that 25 years of experience shall have his or her salary reduced because of the decrease of the number of pupils in the building, or involuntary transfer.
- E. An Administrator who requests a transfer may file his application with the Assistant Superintendent or Superintendent with a copy to the Personnel Office on or before March 1st for the next school year. In deciding upon an application for such transfer, the Assistant Superintendent will consider the applicant's qualifications, length of service in the system, the wishes of the applicant and the needs of the school system.
- F. Notwithstanding any provision of this contract to the contrary it is understood and agreed that transfers are the sole prerogative of the Board and shall not be arbitrable.

Section 2. Reduction in Force

- A. It is recognized that, under Section 10-220 and 10-4a of the Connecticut General Statutes, the Board of Education has the responsibility to maintain good public elementary and secondary schools and to implement the educational interests of the state. However, recognizing also that it may become necessary to eliminate certified staff positions in certain circumstances, this binding procedure is adopted to provide a fair and orderly process should such eliminations become necessary.
- B. If in the Board's opinion it is necessary to reduce the administrative staff, the primary considerations in determining the order of such reductions shall be qualifications, certification and seniority.
- C. It is further agreed and understood that the Board's responsibility requires that in implementing the criteria in Section B above, the impact upon its affirmative

action obligations and its responsibilities in Section A above, must also be considered.

- D. For purposes of this Article, seniority shall be defined as the most recent period of uninterrupted administrative service (employment) within the Bridgeport School System. If years of Bridgeport service as an Administrator are equal, the following criteria will be used to determine greatest seniority:
- (i) The Administrator with the earlier date of appointment by the Board of Education will have greater seniority;
 - (ii) If the appointment dates are the same, the Administrator with the most amount of Bridgeport service, including non-administrative service, will have greater seniority;
 - (iii) If the Administrators have the same amount of Bridgeport service including non-administrative service, the teaching plus administrative service outside of Bridgeport will have greater seniority;
 - (iv) If the Administrators have the same amount of teaching plus administrative service outside of Bridgeport, then seniority will not be used as a consideration in the order of layoff as to those Administrators.
- E. In order to promote an orderly reduction in the administrative personnel, the following procedure will be used:
- (i) Any Administrator relieved of his duties because of reduction of staff or elimination of position shall be offered an administrative opening (if one exists) in his job title within his salary group for which he is certified and qualified;
 - (ii) If there is no existing administrative opening in his job title within his salary group for which he is qualified and certified, the displaced Administrator shall be offered the position of an Administrator who has the least seniority in his job title within his salary group for which he is certified and qualified;
 - (iii) If there is no existing administrative opening in his job title within his salary group for which he is qualified and certified, and the displaced Administrator has the least seniority in his job title within his salary group, he will be offered an administrative opening, if one exists, as follows: first, in his current salary group for which he is certified and qualified; and second, in any other lower grouped job title for which he is certified and qualified;

- (iv) If there are no existing administrative openings in any lower groups for which he is certified and qualified and the displaced Administrator has the least seniority in his present job title within his salary group, but has administrative seniority over an Administrator in another job title within his or a lower salary group for which the displaced Administrator is certified and qualified, the displaced Administrator will be offered such position (first, the position within his current salary group); provided, however, such appointment does not constitute a promotion; if an Administrator is relieved of his duties because of a reduction in staff or elimination of position and another Administrator position is not otherwise available as aforesaid, he will be offered a teaching position for which he is certified and qualified and which is held by a teacher with fewer years of service in the Bridgeport School System;
- (vi) If an Administrator is relieved of his duties because of reduction in staff or an elimination of position and is employed as a teacher, he will be given the experience credit on the salary schedule according to the teacher contract for his administrative and teacher experience within the Bridgeport School System and shall retain all accumulated sick leave;
- (vii) In the event an Administrator is displaced to an administrative classification with a salary lower than that which the displaced Administrator previously enjoyed, such Administrator's salary shall not be reduced more than One Thousand Dollars (\$1,000) per year until the appropriate level on such new salary schedule is reached;
- (viii) A displaced Administrator who receives a position in another Administrator salary group shall be paid on the same salary step for such new position's salary group at his previous administrative position's step;
- (ix) In the event an Administrator is displaced to a teaching position, then, upon the happening of such event, the displaced Administrator shall be paid a Separation Allowance. The Separation Allowance will be paid in ten (10) equal installments each year commencing on September first of the first school year of displacement and computed annually as the difference between (a) the salary the displaced Administrator received as an Administrator in his last full school year as an Administrator minus One Thousand Dollars (\$1,000) for each year, or part thereof, of displacement from his administrative employment, and (b) the actual annual salary of the Administrator during that current school year. The payment of this Separation Allowance is to continue until the displaced Administrator dies, resigns, retires, is terminated, is transferred, appointed or re-appointed to his former administrative position or other administrative position covered by this Agreement, or until the difference between (a) and (b), above, equals zero, whichever occurs first. Any Administrator who has been displaced as aforesaid shall be placed on a

reappointment list for his former administrative position, or another similar position of comparable pay and shall remain thereon until reappointed or for three years from the effective date of termination, whichever occurs first, provided such Administrator does not refuse a reappointment. Administrators shall be recalled to positions for which they are certified and qualified and in which they have previous acceptable experience, according to their administrative seniority in the Bridgeport Public School System. If reappointment is offered consistent with the above and is refused by the Administrator, he shall thereupon be removed from the reappointment list;

- (xi) The term "qualified" as used herein means recognized and satisfactory experience in the general area into which the Administrator seeks to bump or to be recalled.

F. In order to be eligible for recall, an Administrator must:

- (i) Submit his request to be placed on the recall list, in writing, to the Superintendent within thirty (30) days of termination or displacement; such request must include the Administrator's address;
- (ii) Advise the Board, in writing, within ten (10) days of any change in address;
- (iii) Advise the Superintendent, in writing, of acceptance of recall within two weeks after notification of recall; or be removed from the recall list;
- (iv) All notices provided for in this section must be in writing and transmitted by certified mail;
- (v) The Board's obligation will be limited to sending notice of recall to the Administrator's last address in the Board's files.

G. The job titles and groups referred to in this Article are as follows:

- I Director of Pupil Services
Director of Vocational Aquaculture School
Elementary Principals 900+ students
Executive Director Elementary Education
Executive Director Teaching & Learning
High School Principals
- II Director of Adult Education
Director of Athletics and Physical Education
Director of Central Magnet High School
Director of District Planning and Placement
Director of Psychological Services

Director of Social Work Services
Elementary Principals 899 students to 421 students
Elementary Principals K-8 regardless of size

- III Assistant Director of Adult Education
Assistant Director of State Grants
Assistant Principals 12 mos.
Coordinator of Priority District Grants
Director of Bilingual Education
Director of Early Childhood Programs
Director of Educational Technology
Director of English
Director of Evaluation and Research
Director of Mathematics
Director of Performing Arts
Director of Reading and Language Arts
Director of Science
Director of Social Studies
Director of Speech, Language and Hearing
Director of Visual Arts
Elementary Principals 420 students and below
Supervisor of Pupil Services
Supervisor of Skane Center
Supervisor of Special Education
- IV Assistant Director of Bilingual Education
Assistant Director of Mathematics
Assistant Director of Science
Assistant Principals 10 mos.
Compact Site Coordinator
Grant Coordinator for Bridgeport Public Schools' SES Program
"Bridgeport Academy of Learning"
Supervisor of Alternative Education

Salary group placement, where based on student population size, shall be determined on the basis of student population size on October 15. Any student population size changed after October 15 will not change the Administrators salary group.

ARTICLE IX

PROTECTION OF ADMINISTRATORS

Section 1.

Members shall report immediately in writing to the central office all cases of assault suffered by them in connection with their employment. Such report shall be forwarded, through the Superintendent to the Board of Education. Any Administrator involved, or alleged to be involved, in the incident to be reported shall not be required to make such report as aforesaid, but shall promptly delegate the responsibility therefore to another Administrator. In the event the second Administrator fails to report the incident in a timely manner, the first "involved" Administrator shall be held fully accountable for the failure to report.

Section 2.

This report shall be forwarded to the Board which shall comply with any reasonable request from the member of the unit for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the member of the unit, the police, and the courts.

Section 3.

The Board agrees to provide legal counsel to defend any member of the unit in any civil action arising out of an assault on a member of the unit or any reasonable disciplinary action taken against a student by a member of the unit, and in any civil action arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental damage to or destruction of property, within or without the school building, providing such member of the unit, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his duties within the scope of his employment or under the direction of the Board.

Section 4.

If criminal proceedings are brought against a member of the unit alleging that he committed an assault in connection with his employment, such member of the unit may request the Board to furnish legal counsel to defend him in such proceeding. If the Board does not provide such counsel and the member of the unit prevails (including nolle or dismissal) in the proceedings, then the Board shall reimburse the member of the unit for reasonable counsel fees incurred by the member of the unit in his defense.

Section 5.

Whenever a member of the unit is absent from school as a result of personal injury caused by an assault arising out of and in the course of his employment, he shall be paid his full

salary for the period of such absence without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Worker's Compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the member of the unit examined by a physician designated by the Board for the purpose of establishing the length of time during which the member of the unit is temporarily disabled from performing his duties; and, in the event that there is no adjudication in the appropriate Worker's Compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.

Section 6.

While the Board recognizes that it is obligated to investigate any and all complaints from parents and/or taxpayers, whether serious or frivolous, in regard to the professional conduct of Administrators, the Board also recognizes its obligation to do all in its power to protect the Administrator from undue harassment, embarrassment or public exposure.

When the Superintendent receives a complaint regarding the professional conduct of a member of the unit, the Superintendent shall urge the individual making the complaint to consult with the member in question. Should either the member or the maker of the complaint request, the Superintendent and/or Council representative may be present when the complaint is discussed.

Should the person making the complaint not be satisfied by his conference with the member of the unit, or should he elect not to have such a conference, he may submit a written and signed complaint to the Superintendent. Such complaint must be submitted within two weeks of the complainant's conference with the member (if applicable), or within two weeks of the time the complainant elects not to have such conference. Within at the most three days of receipt of the complaint, and preferably sooner, the Superintendent shall inform the member of the new complaint and attempt to investigate and resolve the complaint. After a reasonable period of time, not to exceed six weeks, the Superintendent shall notify the person making the complaint and the member in writing of his resolution of the complaint. Such resolution will be subject to the Grievance Procedure commencing at Step Two.

ARTICLE X

BENEFIT PROGRAMS

Section 1 – Group health insurance for active Administrators – for 2011-2012 the Board shall pay 81% of the cost of the Open Access Plan (“OAP”) and the Health Savings Account plan (“HSA”), dental and prescription drug insurance provided to active eligible Administrators; for 2012-2013 the Board shall pay 80% of the cost of the OAP and 81% of the HSA; and for 2013-2014 the Board shall pay 79% of the cost of the OAP and 81% of the HSA. In each of the above referenced years, the Administrator shall pay 19%, 20% and 21% of the OAP respectively and 19%, 19% and 19% of the HSA.

- A. (1) An OAP health insurance plan as provided to the Administrators during the 2010-2011 school year modified with the following co-pays: Home and Office \$30, Specialist \$35, In-Patient Hospital \$500, Outpatient Hospital \$150, Urgent Care \$75 and Emergency Room \$150. Out of network deductible is \$2000/\$4000 (individual/family), co-insurance is 70%/30% with an out of pocket maximum of \$4000/\$8000 (individual/family). The deductible counts toward the out of pocket maximum.

Or as a voluntary option to the Administrator:

- (2) A Health Savings Account plan with a combined in-network and out-of-network deductibles of \$2000 for the individual plan and \$4000 for the family plan. The Board shall over the course of the year contribute 50% of the deductible. In network services are paid at 100% after the deductible is met and out-of-network services shall be subject to co-insurance of 70% / 30% to the combined in and out-of-network out of pocket maximum of \$4000/\$8000 (individual/family). Prescription drugs are covered as any other service under the HSA below the deductible level. After the deductible is met, prescription drugs are covered with no additional co-payment. Notwithstanding the above referenced specific terms of the HSA, the Board can offer any terms, including a different Premium Cost Share percentage that are more advantageous to bargaining unit members.
- B. Prescription Drug Coverage shall provide for coverage under a prescription card program with an unlimited maximum per covered person per year subject to co-pays of \$10 generic, \$30 preferred name brand and \$45 non-preferred name brand. The plan shall be subject to a one time mail order co-pay. Prescriptions shall be limited to a 30 day supply at retail. For refills beyond the third retail, mail order must be utilized or the co-payments and employee payment provided above shall double at retail. The prescription drug coverage set forth in this Section B is not available if the employee elects the HSA plan set forth in Section A.2.
- C. A Cigna or Connecticut General dental plan for Administrators and their dependents.
- D. Life Insurance and Accidental Death and Dismemberment Benefits in the amount equal to twice the Administrator's salary at the time of death. (Unit member only - no spouse or dependents.)

The Board will comply with Federal Law obligations concerning active employees' eligibility to continue with the above referenced Board provided insurance as set forth herein, regardless of age or eligibility for Medicare.

Section 2. Group Health Insurance (Retired Administrators)

- A. Upon retirement with at least ten (10) years continued certified service to the Bridgeport Public Schools, the retired Administrator may select to continue the health plan for them and their spouse under Section 1 above, as said coverage may be amended from time to time by paying 30% of the Board's varying cost for said coverage, and provided that continuation is permitted by State and Federal Law. Any Administrator who becomes a member of the BCAS bargaining Unit on or after September 1, 2008 who elects to continue coverage under this Section 2A upon retirement, may do so by bearing 50% of the Board's varying cost for such coverage (as same may be amended from time to time) and provided that continuation is permitted by State and Federal Law.
- B. When such retired Administrator reaches age 65, and only if the retired administrator qualifies to participate in the Medicare TRB plan, the Board benefits set forth in Section A, above, shall cease and the retiree coverage shall be pursuant to the Medicare TRB plan set forth in Connecticut General Statute Section 10-183t for as long as the Medicare TRB plan (as the same may be amended from time to time) is offered to such qualifying retirees. In the event the TRB payment percentage as set forth in Connecticut General Statute Section 10-183t is less than two-thirds (2/3) of the premium cost, or in the event there is no longer a Medicare TRB plan offered to retirees, then the Board will pay the difference between the amount the TRB pays, if any, and what the TRB would have paid had the TRB percentage remained at two-thirds (2/3), but in no event shall the Board be liable for retiree health insurance costs for any plan in an amount exceeding seventy percent (70%) of the yearly single or yearly retiree and spouse paid by the Board for active employees. For retirees who become members of the BCAS bargaining unit on or after September 1, 2008, the Board shall have no such obligation to pay the difference should the State payout percentage be less than the above referenced two-thirds (2/3) of the premium costs.

Section 3. Provided said continuation is permitted by the insurance carrier, survivors of a deceased Administrator may continue the coverage referred to in Section 1 above, by bearing one hundred percent (100%) of the Board's varying cost for such coverage.

Section 4. Upon the retirement of an Administrator who qualifies for a retirement allowance from the State Teachers' Retirement Board and who retires on or after September 1, 1994, the Board shall provide and pay for a life insurance and accidental death and dismemberment benefit in the amount of \$10,000.

Section 5. The Board of Education reserves the right to change insurance carriers at any time or to self-insure in whole or in part at any time so long as it gives prior notice to BCAS and so long as the insurance coverage under the substitute policy or plan is substantially equivalent to or better than the coverage under the policy or plan then in effect. The Board shall provide the

BCAS with all relevant information involving any change. If the parties are unable to informally resolve the matter within the following thirty (30) days, an arbitrator with expertise in the field of insurance shall be mutually selected or, if the parties cannot agree, shall be selected forthwith by the American Arbitration Association. The arbitrator must render a decision within thirty (30) days, if possible.

Section 6. Administrator Injured While Working

- A. An Administrator who is injured while working and who qualifies for Workers Compensation shall be covered by such Worker's Compensation and all the benefits that accrue to such an award except as provided hereinafter.
- B. For six months following the date of injury that the Administrator is away from his work and is so covered by the Worker's Compensation, the Board of Education will pay the Administrator the difference between Worker's Compensation weekly award and his weekly pay. This payment shall be deducted from the accumulated sick leave.
- C. All injuries must be reported to the immediate superior immediately. Medical attention must be by a physician recognized by the Worker's Compensation Office, where reasonable.

Section 7. Section 125 Plan

The Board of Education shall maintain Internal Revenue Code Section 125 pre-tax Medical expense and Child care accounts. The accounts also known as a Medical Reimbursement Account Plan ("RA Plan") and Dependent Child Care Reimbursement Account will have a minimum of \$100.00 to a maximum of \$5,000.00 per Plan Year for Health Reimbursement (including but not limited to uncovered medical or dental expenses). For dependent care, the plan will allow for a contribution of a minimum of \$500.00 to a maximum of \$5,000.00 per Plan Year. Such elections shall be optional for the employee. If there are costs for setup and administration and the Board elects not to assume same, the BCAS may elect the vendors and administrators at its own expense.

ARTICLE XI

LEAVES OF ABSENCE

Section 1. Sick Leave

- A. Sick leave is to be used only for the purpose of compensating an Administrator who is unable to attend to his/her regular duties because of a bona fide illness or injury.

- B. Each Administrator in the Bridgeport School System shall be entitled to sick leave with full pay of 15 school days in each school year. In addition thereto, each Administrator may earn additional sick leave credit in each school year in the following manner:

The Administrator shall earn two days of additional sick leave if he/she achieves perfect attendance in either the first half or the second half of his/her work year; and the Administrator shall earn a total of five (5) days if he/she has perfect attendance for the entire work year. The only exception to the perfect attendance requirement is approved absence (s) for professional development. Personal days and sick days shall count as absences in determining whether the Administrator had perfect attendance.

- C. All unused sick leave shall be accumulated from year to year without limitation, so long as the Administrator remains continuously in the employ of the Board. Administrators who have accumulated sick leave credit shall be entitled to retain that credit and to add to it as hereinbefore set forth.
- D. Once each year after the commencement of the school year, but not later than November 15, each Administrator shall receive a statement of his or her sick leave credit.
- E. In the case of prolonged illness beyond five consecutive days an Administrator may be asked to furnish a certificate stating the nature of the illness.
- F. Upon retirement or death, after a minimum of fifteen (15) years in the Bridgeport School System, an Administrator or his estate shall be entitled to a retirement award equal to an amount calculated by dividing the total accumulated sick leave days remaining by five (5) and then multiplying the resulting quotient (up to a maximum quotient of 100) by the Administrator's daily rate of pay during the last year of work. No payment will be made for partial days. The daily rate for all retiring Administrators will be calculated by dividing the yearly salary by two hundred (200).

Section 2. Death in the Family

- A. In case of death in immediate family, the member of the unit shall be allowed full pay for three days' absence. (Immediate family shall be construed to mean: Father, mother, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law.)
- B. In case of death of a near relative, members of the unit shall be allowed one day's absence without deduction. (Near relative shall be construed to mean: Aunt, uncle, niece, nephew, grandfather, grandmother, grandchild, brother-in-law, sister-in-law, first cousin.)

- C. The above days are not to be deducted from the member of the unit's accumulated sick leave. If circumstances require additional time beyond that prescribed in the above, further extension will be at the discretion of the Superintendent.

Section 3. Illness In Family

In case of sickness in the immediate family residing in the same household, Administrators may be allowed up to three (3) days' absence per year without loss of pay with the approval of the Superintendent. These are to be deducted first from the current year's sick leave and then from the Administrator's accumulated sick leave, if any.

Section 4. Personal Days

- A. Each Administrator is allowed one personal day for necessary reasons. It is understood and agreed, however, that any Administrator taking this personal day will give forty-eight (48) hours advance notice to his immediate superior except in the case of an emergency, and it is further understood and agreed that this day shall not be used with another Administrator or Administrators for the purpose of concerted refusal to render services to the Board.
- B. Administrators may be allowed an additional three (3) days of absence per year for emergency and other necessary reasons with the prior approval of the Superintendent.
- C. These days shall not be granted prior to or immediately following holidays or vacations, or to extend the provisions of the sick leave article, unless requested in writing and approved by the Superintendent for good cause.

Section 5. Sabbatical Leave

Desiring to reward professional performance and encourage independent research and achievement, the Board hereby initiates the policy of sabbatical leave for Administrators for approved scholarly programs which, in the opinion of the Board of Education, will enhance the Administrators' value and contribution upon return to the Bridgeport School System. Sabbaticals will be granted, subject to Board discretion, under the following conditions:

- A. Requests for sabbatical leave must be received by the Superintendent, in writing, in such form as may be required by the Superintendent no later than December 31st of the year preceding the school year in which the sabbatical leave was requested.
- B. Sabbaticals, if granted, will be for the duration of one school year or part thereof, as approved in advance by the Board.

- C. An Administrator applying for sabbatical must have completed at least seven (7) consecutive full school years of service in the Bridgeport School System as an Administrator.
- D. Administrators on sabbatical leave will be paid up to three-quarters of their annual salary rate. In the event the Administrator receives a stipend or other remuneration from other sources for the period of his sabbatical, the salary rate paid by the Board will be adjusted downward from three-quarters so that the stipend or other remuneration and the salary rate paid by the Board does not exceed the Administrator's full annual salary rate.
- E. An Administrator granted a sabbatical shall agree, in writing, to return to administrative employment in the Bridgeport School System for two years in the event of a full year's sabbatical leave and further sign a note or other form acceptable to the Board agreeing to repay the Board the amount of compensation it extended the Administrator if the Administrator does not continue in employment for two years following the end of the sabbatical. Upon the Administrator's return to the Bridgeport School System, the Administrator shall be placed in the same or comparable administrative position in status and pay and on the appropriate step in the salary schedule as though such Administrator had not been on leave.
- F. All rights, benefits and privileges of the Administrator on sabbatical leave shall continue in full force and effect during the leave.
- G. Sabbaticals may be granted only with the approval of the Board of Education. Board approval may be denied on the basis of fiscal or other relevant reasons and considerations. Denial of a sabbatical by the Board shall not be subject to the grievance or arbitration procedure.

Section 6. Professional Leave

- A. The Board agrees that so long as no school or program would suffer from lack of proper supervision each unit member shall be encouraged to attend educational conferences and/or conventions with the prior written approval of the Superintendent.
- B. The Superintendent may authorize reimbursement in whole or part for expenses incurred by the Administrator as a result of attendance at the approved educational conference or convention. Denial or granting of such reimbursement shall not be grievable.

Section 7. Pregnancy Disability Leave

- A. Any member of the bargaining unit who becomes disabled due to pregnancy or medical complications related to pregnancy and is unable to perform her normally

assigned duties, shall submit a written statement from her physician indicating her present physical condition, the expected date of child birth, the nature of disability, the limitations which that disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of that disability.

- B. Any bargaining unit members so disabled shall be granted paid sick leave to the extent accrued, after which time the employee shall be placed on unpaid sick leave, provided that either such leave shall be granted only for the duration of such pregnancy or pregnancy related disability.
- C. Any bargaining unit member disabled as a result of pregnancy or medical complications related to pregnancy shall be entitled to receive all compensation which has been accrued under the various provisions of this Agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.
- D. Any bargaining unit employee previously disabled as a result of pregnancy or medical complications related to pregnancy must return to her position when she is physically able to perform her duties. The Board may require medical proof of any disability which it considers unduly long in duration.

Section 8. Child-Rearing Leave

- A. Bargaining unit members shall be entitled, upon submission of a written request to the Superintendent of Schools, to an extended leave without pay or other benefits for the purposes of child-rearing, provided that such written notice must be tendered within three weeks from the date of giving birth, adopting, or otherwise fostering the child.
- B. Upon the granting of such leave by the Board all disability, insurance, retirement and fringe benefits, seniority and other service credits shall cease to be paid or further accumulated for the duration of said leave. Such Administrator shall be entitled to leave for the remainder of any school year in which the child is born, adopted, or fostered, and for up to one additional school year, provided that the Administrator shall only be entitled to return from a child-rearing leave on the first day of any given semester, provided further, that the Superintendent may in his/her discretion waive this return date limitation. For the purposes of this Section only, the school year shall be assumed to begin on September 1 and end on August 31. The Administrator's written request for such leave must include the duration thereof. The Administrator shall have no right to return prior to, or to extend, the duration of the leave as requested by the Administrator in writing.
- C. Upon the expiration of such leave, and in the event the leave does not extend beyond the school year in which the leave commences, the Administrator shall return to the same position which had been originally vacated by that

Administrator, provided that there has not been any program change or reduction in the number of positions within his/her certification or school during the period of such leave. If any such change or reduction has occurred, the Administrator will be reinstated to the first vacant position for which he/she is eligible on the basis of qualifications, certification and seniority. In the event the leave is granted for an additional semester or school year the Administrator will return to the first vacant position for which he/she is eligible on the basis of qualifications, certification and seniority and shall have no prior claim to return to the same position which had been originally vacated by that Administrator.

- D. Administrators returning from child-rearing leave will be granted the same accumulated seniority, retirement benefits, fringe benefits, and other service credits which they possessed at the commencement of such leave. Further, they will return to the same step on the contract schedule as that which they occupied at the commencement of such leave if such leave commenced prior to February 1st of the school year. If such leave commenced after February 1st of the school year, they will be advanced one-step beyond the step they had obtained prior to the commencement of such leave, unless the Administrator was already at maximum.

Section 9. Jury Duty

Any Administrator who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee. Despite the worthy purpose of jury duty, it is also recognized that the Board and Superintendent have the responsibilities of preserving quality education through Administrator presence and they will make necessary appeals to appropriate authority for Administrator excusal when necessary. Administrators shall actively cooperate with the Board and the Superintendent in those circumstances when requested to do so.

ARTICLE XII

EARLY RETIREMENT

The Board, in its absolute discretion, may make the following early retirement plan available effective September 1, 1987, or in its absolute discretion, in any succeeding year.

Section 1. Eligibility

- A. Minimum Experience Requirement - at least fifteen (15) years of credited service in the Connecticut State Teachers' Retirement System, the last ten (10) of which shall have been served as an administrator in the Bridgeport Public School System. An individual cannot qualify for this program if retiring on a leave of absence.

- B. Ages 50 to 59, with twenty (20) years of Connecticut service.
- C. Ages 60 to 65, with fifteen (15) years of Connecticut service.

Section 2. Implementation

Notification of one's intention to retire must be filed prior to February 1 for a retirement effective July 1.

- A. **Retirement** - shall be construed to mean, "eligibility for retirement benefits and allowances under the rules of the Connecticut State Teachers' Retirement System."
- B. **Age** - shall be the actual age in years at the time the Connecticut State Teachers' Retirement benefits and allowances become effective.
- C. **Years of Credit** - shall be that service recognized by the Connecticut State Teachers' Retirement System. The maximum number of years of Connecticut credited experience to be used in the formula shall be thirty (30) years.
- D. **Last Salary** - shall mean the amount earned in the last full school year of Bridgeport employment. This is the annual salary as defined by the Connecticut Teachers' Retirement System. "Annual Salary" means that amount paid by a board of education to an Administrator, holding a certificate issued by the State board of education, during any school year as specified in the contract of employment or in the annual salary agreement, which amount shall include any sum paid to the Administrator for services which involve a teaching, administrative or supervisory function, but shall not include any sum paid to the Administrator for extra duty assignments, coaching, unused sick leave, unused vacation or terminal pay.
- E. **Maximum Last Salary** - Maximum Last Salary when utilizing the Formula for Implementation shall not exceed the applicant's respective degree column and step of the Administrators' Salary Schedule.
- F. **Formula for Implementation** - the incentive payments shall be determined by the following formula: Percentage Factor x Years of Credit x Maximum Last Salary - Yearly Payment.
- G. **Formula Factor and Number of Yearly Payments** - the percentage factor and number of yearly payments will be determined by the following schedule:

<u>Age</u>	<u>Percentage Factor</u>	<u>Payment Years</u>
50-60	1-1/2%	4 years
61	1-1/4%	4 years
62	1 %	4 years
63	3/4%	3 years
64	1/2%	2 years
65	1/4%	1 year

- H. **Yearly Payment** - will range from one (1) to four (4) years as set forth in the "Payment Years" in Section G. Those entitled to multiple year payments i.e. 2, 3 or 4 years) will receive each yearly payment on a yearly basis, as set forth below. No lump sum payments exceeding the amount of any, yearly payment will be allowed; e.g., if the retiree is between 50 and 60 years of age, and thus entitled to four (4) yearly payments, he must take the early retirement benefit in four (4) yearly installments. He may not take the total benefit in one lump sum.
- I. **Dates of Payment** - when filing the application for early retirement, the employee will have the option of receiving the yearly payment in the month of July following retirement, or the option of receiving the yearly payment in the first month of the following calendar year.
- J. **Survivorship Payment** - payments go to designated beneficiary in case of death. Such beneficiary will be noted on the application at the time an individual files for the incentive plan. Should the beneficiary desire to adjust receipt of payment to the other alternative noted above, he shall be granted such an option.

ARTICLE XIII

SALARIES

Section 1.

Salaries will be paid in accordance with Appendices A, B and C.

Section 2.

Any member who is promoted will not take a decrease in pay if the new position begins at a lower pay, but instead will be placed on that step of the higher group which provides a pay increase.

Promotions from Group IV to Group III or above shall also be placed on that step of the higher group which provides a pay increase of at least \$2,000 above the most recent previous annual salary for the Administrator.

Section 3.

The following longevity payments shall be made to those Administrators who have accumulated the years of teaching and administrative service in the Bridgeport School System set forth below as of June 30 in the previous school year. Said payment shall be made in the last pay period in December.

16 - 19 years	-	\$1,100.
20 or more years	-	\$1,300.
25 or more years	-	\$1,400.
30 or more years	-	\$1,500.

ARTICLE XIV

PAYROLL DEDUCTIONS

All of the following deductions are subject to the capabilities of the computer.

A. In addition to those payroll deductions required by law or pursuant to the terms of this Agreement, the following agencies are eligible for payroll deduction. All requests for deductions must be in writing on approved authorization form.

B. A list of deductions is as follows:

Washington National Insurance

B.C.A.S. Local #46

Tax Sheltered Annuity Plans (5)

U. S. Savings Bonds

Bridgeport - Fairfield Credit Union

C. **Dues Deductions**

- (1) The Council shall notify the Board in writing as to the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board sixty (60) days written notice prior to the effective date of such change.
- (2) Deductions referred to in Section 1 above shall be made on the first pay day of each month. The Board shall not be required to honor for any month's deduction any authorizations that are delivered to it later than two

weeks prior to the distribution of the payroll from which the deductions are to be made.

- (3) No later than September 30 of each year, the Board shall provide the Council with a list of unit members who have voluntarily authorized the Board to deduct dues for any of the Associations named in Section 1 above. The Board shall make available to the Council a monthly list.
- (4) Payroll authorizations for Council dues shall be in full force and effect for so long as an Administrator continues in the employ of the Board but no longer than the duration of this Agreement. The Council agrees to indemnify, defend and hold the Board harmless for any action that might arise against the Board for compliance with the dues deduction provisions of this Agreement.

D. **Teacher Retirement Deductions**

Deductions for Teacher Retirements shall be deducted from the first twenty (20) checks of the school year, in as nearly equal amounts as possible.

ARTICLE XV

SUPERVISOR FILES

Official supervisor files, wherever kept, shall be maintained under the following conditions:

- A. Administrators shall have the opportunity to review and discuss their observation and evaluation with their Supervisors. Administrators shall have the right to receive copies of their individual reports. The supervisor may acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content.
- B. The supervisor shall have the right to answer any material filed, and the answer shall be attached to the file copy.
- C. Upon appropriate request by the supervisor, he shall be permitted to examine his files.
- D. The supervisor shall be permitted to reproduce any material in his files within five calendar days of his request at his own expense.
- E. Material will be removed from the files when a supervisor's claim that it is inaccurate or unfair is sustained.

ARTICLE XVI

STAFFING

Effective September 1, 1978, a minimum of one full-time clerk will be assigned to each school in the System.

ARTICLE XVII

FEDERALLY FUNDED POSITIONS

A. Any new position created through federal funds which the Board desires to fill shall be adequately posted within each school at least thirty (30) days prior to the appointment of this position. Administrators who desire consideration for jobs created through the use of federal funds may submit a letter of application to the Assistant Superintendent for such posted position within the thirty (30) day posting period.

B. The Superintendent's office shall notify each school periodically during the school year of all newly created positions and vacancies and the job qualifications for each as well as the appointment of same.

C. Individuals in federally funded positions have the same tenure rights as all other Administrators.

D. An opportunity shall be provided for one representative chosen by the Council to participate in an advisory role in the initial planning of any school committee engaged in formulation of programs or projects for the utilization of state or federal funds.

ARTICLE XVIII

RIGHTS OF COUNCIL

A. Upon written request, the Board agrees to furnish to the Council any available public records and information, including data covering the financial resources of the school system and tentative budgetary requirements and allocations adopted by the Board, which the Council may deem to be of assistance in negotiating a successor to this Agreement, or in processing any grievance or appeal. Such public information shall be provided to the Council within ten days of the receipt of such written request unless otherwise prohibited by law or court order.

B. A copy of all master contracts between the Board of Education and all organizations having collective bargaining agreements with the Board of Education shall be given to the Council upon ratification of said contracts.

C. The Council President shall be furnished a copy of the Board Agenda at least one (1) calendar day prior to public Board meetings, or otherwise advised when the agenda is known. Council members desiring copies of the Agenda may secure them at the Central Administration Building.

D. The Board will supply the minutes of all official Board meetings (other than those taken in executive session) to the President of the Council as soon as such minutes are made available to the Board members.

ARTICLE XIX

FAIR PRACTICES

Section I.

The duties or responsibilities of any position in the bargaining unit shall not be substantially decreased or increased, or otherwise substantially altered, without prior negotiations with the Council.

Section 2.

The salary for any new administrative position created by the Board within the bargaining unit shall be negotiated with the Council.

ARTICLE XX

NO STRIKE

No Administrator shall engage in a strike or concerted refusal to render services. The Council shall not cause, counsel, sponsor, condone or participate in any strike or concerted refusal to render services.

ARTICLE XXI

GENERAL SAVINGS CLAUSE

If any provisions of this Agreement or any application thereof to any Administrator or group of Administrators is found contrary to law, then such provision or application will be

invalid and subsisting only to the extent permitted by law; however, all other provisions or applications will continue in full force and effect.

ARTICLE XXII

IMPACT STATEMENT

If the work year for Administrators is increased by the discretion of the Board beyond that currently in effect, the Administrators shall be compensated at a per diem rate based upon the Administrators' individual salaries; provided, however, that this section does not apply to work year increases by virtue of State statute, State regulation, or the action of the State Board of Education or the Commissioner of Education.

ARTICLE XXIII

PAST PRACTICES

In light of the restructure of the salary schedule and placement of job titles therein, the parties agree that no past practices dealing with reclassification of job titles or placement of job titles or any other practice regarding the appropriate salary schedule or group placement of any job in the bargaining unit shall survive the effective date of the 1999-2002 collective bargaining agreement.

ARTICLE XXIV

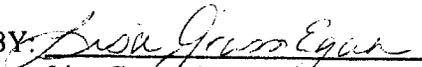
DURATION

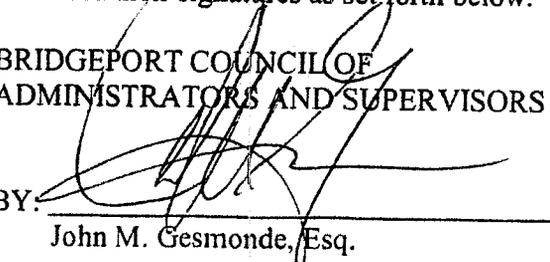
The provisions of this Agreement shall be in full force and effect as of September 1, 2011 and shall continue to remain in full force and effect until August 31, 2014. Negotiations for successor Agreements shall be in accordance with statutory requirements.

In agreement to the foregoing, the parties have affixed their signatures as set forth below.

BRIDGEPORT BOARD OF EDUCATION

BRIDGEPORT COUNCIL OF
ADMINISTRATORS AND SUPERVISORS

BY: 
Lisa Grasso Egan, Esq.

BY: 
John M. Gesmonde, Esq.

Date: 12/1/10

Date: 12/1/10

Appendix A

2011-2012

GROUP	STEPS	M.A.	6TH YEAR	PhD
I	1	\$119,421	\$127,785	\$130,384
	2	\$121,199	\$129,564	\$132,163
	3	\$122,952	\$131,341	\$133,942
	4	\$124,739	\$133,147	\$135,703
	5	\$126,525	\$134,929	\$137,490
II	1	\$112,213	\$120,103	\$122,889
	2	\$114,526	\$122,491	\$125,280
	3	\$116,888	\$124,926	\$127,713
	4	\$119,302	\$127,412	\$130,198
	5	\$121,767	\$129,960	\$132,765
III	1	\$109,903	\$117,793	\$120,581
	2	\$112,218	\$120,182	\$122,971
	3	\$114,579	\$122,617	\$125,405
	4	\$116,994	\$125,103	\$127,888
	5	\$119,457	\$127,651	\$130,455
IV	1	\$93,391	\$100,484	\$102,937
	2	\$96,148	\$103,257	\$105,789
	3	\$98,986	\$106,106	\$108,718
	4	\$101,906	\$109,036	\$111,729
	5	\$105,530	\$112,644	\$115,415

Appendix B

2012-2013

GROUP	STEPS	M.A.	6TH YEAR	PhD
I	1	\$120,615	\$129,063	\$131,688
	2	\$122,411	\$130,860	\$133,485
	3	\$124,182	\$132,654	\$135,281
	4	\$125,986	\$134,478	\$137,060
	5	\$127,790	\$136,278	\$138,865
II	1	\$113,335	\$121,304	\$124,118
	2	\$115,671	\$123,716	\$126,533
	3	\$118,057	\$126,175	\$128,990
	4	\$120,495	\$128,686	\$131,500
	5	\$122,985	\$131,260	\$134,093
III	1	\$111,002	\$118,971	\$121,787
	2	\$113,340	\$121,384	\$124,201
	3	\$115,725	\$123,843	\$126,659
	4	\$118,164	\$126,354	\$129,167
	5	\$120,652	\$128,928	\$131,760
IV	1	\$94,325	\$101,489	\$103,966
	2	\$97,109	\$104,290	\$106,847
	3	\$99,976	\$107,167	\$109,805
	4	\$102,925	\$110,126	\$112,846
	5	\$106,585	\$113,770	\$116,569

Appendix C

2013-2014

GROUP	STEPS	M.A.	6TH YEAR	PhD
I	1	\$121,821	\$130,353	\$133,005
	2	\$123,635	\$132,168	\$134,819
	3	\$125,423	\$133,981	\$136,634
	4	\$127,246	\$135,823	\$138,431
	5	\$129,068	\$137,641	\$140,254
II	1	\$114,468	\$122,517	\$125,359
	2	\$116,828	\$124,953	\$127,798
	3	\$119,237	\$127,437	\$130,280
	4	\$121,700	\$129,973	\$132,815
	5	\$124,215	\$132,572	\$135,434
III	1	\$112,112	\$120,161	\$123,005
	2	\$114,474	\$122,598	\$125,443
	3	\$116,882	\$125,082	\$127,926
	4	\$119,346	\$127,618	\$130,459
	5	\$121,858	\$130,217	\$133,077
IV	1	\$95,268	\$102,504	\$105,006
	2	\$98,081	\$105,332	\$107,915
	3	\$100,976	\$108,239	\$110,903
	4	\$103,954	\$111,228	\$113,975
	5	\$107,651	\$114,908	\$117,735

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