

AGENDA

CITY COUNCIL MEETING

MONDAY, JANUARY 5, 2009

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Approval of City Council Minutes: December 1, 2008

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 35-08** Communication from Central Grants and Community Development re Bridgeport Public Housing Resident Support Fund (Pequonnock Apartments) (Ref. #293-05), referred to Economic and Community Development and Environment Committee.
- 36-08** Communication from Central Grants and Community Development re Neighborhood Stabilization Program (NSP), referred to Economic and Community Development and Environment Committee.
- 37-08** Communication from Central Grants and Community Development re Grant Submission: State DEMHS for receipt of a Statewide Tactical On-Scene Communications System (STOCS) Box, referred to Public Safety and Transportation Committee.

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

- \*219-07** Economic and Community Development and Environment Committee report re Disposition of City Owned Real Estate - 930 Main Street and 114 State Street (Mechanics and Farmers Bank).
- \*154-07** Miscellaneous Matters Committee report re Request for timely updating and posting of the City Boards and Commissions information on the City of Bridgeport Web Site.
- \* 26-08** Miscellaneous Matters Committee report re New Position: Health Department - (1) Lead Outreach Worker.

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

- 34-08** Resolution presented by Council member Martinez re Resignation from Co-Chair appointment to Education and Social Services Committee,  
**ACCEPTED AND MADE PART OF THE RECORD.**

**CITY COUNCIL MEETING  
CITY of BRIDGEPORT  
Monday, January 5, 2009  
7:00 p.m.**

**ATTENDANCE:** COUNCIL MEMBERS: BRANNELLY, COLON, TAYLOR-MOYE, WALSH, McCARTHY, AUSTIN, LYONS, BONNEY, dePARA, SILVA, VALLE, \*MARTINEZ, PAOLETTO, CURWEN, BAKER, HOLLOWAY

**ABSENT:** CROWE, BRANTLEY, VIZZO-PANICCIA, BLUNT

\*denotes arrived late

Mayor Finch called the meeting to order at 7:10 p.m.

Prayer the prayer was offered by Officer Crukow.

Pledge of Allegiance - the pledge was led by Council member Walsh.

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

Approval of City Council Minutes: December 1, 2008

- \*\* COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT THE MINUTES
- \*\* COUNCIL MEMBER COLON SECONDED
- \*\* MOTION PASSED UNANIMOUSLY

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

- 34-08** Resolution presented by Council member Martinez re Resignation from Co-Chair appointment to Education and Social Services Committee, **ACCEPTED AND MADE PART OF THE RECORD.**

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO APPROVE  
\*\* COUNCIL MEMBER AUSTIN SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

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- \* 26-08** Miscellaneous Matters Committee report re New Position: Health Department – (1) Lead Outreach Worker.

The city clerk asked if there were any items to be removed from the consent calendar.

Council member Walsh requested to remove item 219-07 Economic and Community Development and Environment Committee report re Disposition of City Owned Real Estate – 930 Main Street and 114 State Street (Mechanics and Farmers Bank).

He questioned if the item will eventually come back to the council for final approval. Mayor Finch replied yes. Council member Walsh said if that was the case, he didn't have any objection to the item remaining on the consent calendar.

The city clerk read the consent calendar items into the record.

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO APPROVE  
\*\* COUNCIL MEMBER AUSTIN SECONDED**

Council member Holloway mentioned the city employees situation. He questioned why they were hiring another city employee at this time with the budget in question. Alanna Kabel responded that the position was a federally funded requirement. Council member Holloway made his point that they were laying off city employees. He spoke about the three dimensions in the budget, such as the WPCA and Board of Education. He further mentioned the individual voting to take a furlough. He questioned why they were hiring by block grant. He said he understood if it isn't used, it's lost. He recalled that as the former chairman of the ECDE Committee he understood what's involved. However, he thought there was a problem with people losing their jobs, although the city is still hiring people. He also pointed out that some people that lost their jobs were also hired through a block grant.

Alanna Kabel explained that it was a block grant funding position being filled, it wasn't CDBG funded.

Council member Holloway said it was still an issue for him. He said they needed to be held accountable to those that have lost jobs already. He suggested that one option would be to take someone that has been laid off and train them for a new position.

Council member Curwen said he received numerous calls within the last two weeks regarding the taping of meetings. He said the concern was council members not being able to respond to the audience, because of the microphone system. He asked that everyone make sure that their microphone is always on. Mayor Finch said the request was duly noted.

**\*\* MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND ONE ABSTENTION (COUNCIL MEMBER HOLLOWAY)**

**Item #34-08**

Council member McCarthy stated Council member Santiago requested to resign as co-chair of the Education Committee.

**\*\* COUNCIL MEMBER McCARTHY MOVED TO NOMINATE COUNCIL MEMBER BRANTLEY AS CO-CHAIR OF THE EDUCATION COMMITTEE**  
**\*\* COUNCIL MEMBER PAOLETTO SECONDED**

Council member Holloway questioned if the nomination was appropriate since Council member Brantley wasn't present tonight. Council member McCarthy said that he spoke to Council member Brantley prior to the meeting and she agreed to the nomination.

**\*\* MOTION PASSED UNANIMOUSLY**

*Council President McCarthy announced that there were absentees because they were ill with the flu.*

**\*\* COUNCIL MEMBER McCARTHY MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA**  
**\*\* COUNCIL MEMBER PAOLETTO SECONDED**  
**\*\* MOTION PASSED UNANIMOUSLY**

**170-07 Worker's Compensation Stipulation Between City of Bridgeport and Mark Fabrizi**

Council member McCarthy said there was a meeting held prior to the city council meeting and this item was approved.

**\*\* COUNCIL MEMBER McCARTHY MOVED TO APPROVE**  
**\*\* COUNCIL MEMBER PAOLETTO SECONDED**

Council member Walsh said he was opposed to approving the item during the meeting. He thought the matter had been compromised because it had been agreed to pay more that will affect future claims. And to pay more than the amount of the claim, just to get rid of it in the future was questionable to him. There was also the matter of a potential conflict due to the claimant being the brother of the city attorney. Overall, he felt there were too many problem areas to move forward.

Council member McCarthy said the matter was fully discussed during the committee meeting and he felt there was a high upside that there will potentially be a loss to the city, but that will also potentially save money down the line. He repeated that the committee voted in favor of the item with the exception of Council member Walsh.

Council member Curwen stated that with the tight budget, he asked if there will be enough money for litigation in the contingency account to fund it. Mayor Finch said he wasn't sure, but the question could be answered by someone. Mr. Sherwood said there were funds available from one or two accounts.

**\*\* MOTION PASSED WITH THIRTEEN VOTES IN FAVOR; ONE VOTE IN OPPOSITION (COUNCIL MEMBER WALSH) and ONE ABSTENTION (COUNCIL MEMBER HOLLOWAY)**

**\*\* COUNCIL MEMBER DEPARA MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING FOUR (4) LABOR RELATIONS ITEMS TO THE AGENDA**  
**\*\* COUNCIL MEMBER PAOLETTO SECONDED**

Council member Holloway asked if there were deadlines for the items. Council member dePara said the deadline was December 29, 2008 at 4:30 p.m. and a meeting was held on December 30, 2008 at 6:00 p.m.

Council member dePara recalled that **(Item 20-08) Union Contract** came out of committee with a positive recommendation.

**\*\* COUNCIL MEMBER SILVA MOVED TO APPROVE**  
**\*\* COUNCIL MEMBER PAOLETTO SECONDED**

Council member Holloway asked for an explanation about this being the sixth contract to be ratified. He stressed that the city was in dire need of money. He questioned if the funds don't come through, in the year 2010 when the contract comes up for renewal, will it be binding. Mr. Sherwood clarified there was no monetary request made yet, this approval just allows the city to agree to the furlough. He stated that the only contract with any dollar impact will be the police department contract.

**\*\* MOTION PASSED UNANIMOUSLY**

Council member dePara stated that **(Item 21-08)** came of committee with a positive recommendation.

**\*\* COUNCIL MEMBER DEPARA MOVED TO APPROVE**  
**\*\* COUNCIL MEMBER PAOLETTO SECONDED**  
**\*\* MOTION PASSED UNANIMOUSLY**

Council member dePara stated that **(Item 22-08)** came of committee with a positive recommendation. He said the document from the OPEM Director addressed all the savings and cost benefits.

**\*\* COUNCIL MEMBER DEPARA MOVED TO APPROVE**  
**\*\* COUNCIL MEMBER PAOLETTO**

Council member Holloway asked what happen when the contract is binding. Mr. Sherwood said it was a matter of cost based on the amount involved. He explained that in the raise year, the item will be subject to a benefit review.

Council member Holloway asked Larry Osborne, Labor Relations Director if the contract was operative as July 1<sup>st</sup>. Mr. Osborne said it expired July 2008.

Council member Holloway stated the contract was signed for 2008-2009 and 2009-2010. He asked if the contract that will be signed in 2010 will be binding. Mr. Osborne said yes. Council member Holloway questioned if no revenue was seen, what will happen. Mr. Osborne said he hoped the city would generate revenue during 2010, although that wasn't done during 2008/2009.

Council member Holloway thought this all sounded hypothetical. He questioned if the funds weren't available, then who will foot the bill. Mr. Osborne said that during 2010, they will pay the increase as it's negotiated in July and January. And during the year, they will address the matter as a source of revenue.

Council member Holloway made a point about the taxes being raised in his district. Again, there was the matter of what will happen down the line. Mr. Osborne said there wasn't any guarantee what would happen during 2010. Council member Holloway said then the city council should consider what could happen, in respect to the taxpayers of Bridgeport and the matter of potential increases. He further questioned how they could vote for a contract that will increase taxes, without knowing where the money will come from. Mayor Finch responded that it was somewhat of a risk considering the current climate. And although he agreed with some of the comments, he also thought it was important to preserve public safety. He expressed that the police and fire unions presented a good precedent, so again, although it may be risky, he felt that it was a good time to get police morale back up.

Council member Walsh asked if the city bargained in good faith reaching the terms of the contract. He stated that he shared Council member Holloway's concerns and about the public concerns. He noted there was a question of whether they will see the raises, but there should be every intention to abide by the guidelines of the contract. And there should be some level of fairness when it comes to contracts. He emphasized there were concerns by the constituents and the fear of what the contract(s) will bring. There needs to be a long term plan on how the city plans to pay the bill without fostering it on the taxpayers. He stressed that he hoped they were already working on the contracts for years 3 and 4 and that all of them were treated fairly. He further noted that he would vote in favor of the item, but he made it clear that they need to look at restructuring the contracts for the good of everyone in the future. Mayor Finch stressed that public safety were his and the city council's highest priority.

\*Mayor Finch thanked all the people directly involved in the contract negotiations.

Council member Brannelly stated that public safety was a concern, but as a council, she said they weren't involved in the negotiations, but she didn't think it was too much for the city's residents to question the revenue impact. She agreed it was important to know where the money was coming from. Mayor Finch stated that he will make sure the fire and police departments were the city's highest priority, even if it means cutting another part of the budget. He reminded them that they were trying to maintain some financial autonomy from the state. He said it was important not to lose their financial control over the city.

Council member McCarthy thanked all the city employees who stepped up to give back to the city to make sure services are maintained without raising taxes, and for ensuring there is no takeover from the state, he emphasized how unacceptable that would be. He further noted that \$20 million is a deep hole to fill and they needed to make sure the books can be closed with the bargaining units; so he felt it was essential to pass the item tonight.

Council member Curwen agreed that there was a lot of skepticism about the years 3 and 4, but he will continue to do the work the constituents elected him to do. He said they will continue the collective work in the Budget Committee, noting they have been in discussion with the police chief and the department to help during these dire financial times. He thanked everyone for their assistance. He noted that January 22, 2008 would be the next budget overview meeting, they will discuss how to close the gap.

\*\* **MOTION PASSED UNANIMOUSLY**

Council member dePara stated that (Item 23-08) came of committee with a positive vote.

\*\* **COUNCIL MEMBER DEPARA MOVED TO APPROVE**

\*\* **COUNCIL MEMBER PAOLETTO SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

Council member dePara stated that **(Item 28-08)** came of committee with a positive vote.

**\*\* COUNCIL MEMBER DEPARA MOVED TO APPROVE**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

Council member Martinez wished a Happy New Year to the staff and his colleagues!

He reminded that tomorrow was *"Three King's Day"* noting this was a holiday that the Hispanic community recognized. The celebration will be held at Marin School at 10:00 a.m. and there will be a toys distribution program.

Council member McCarthy reminded that the next city council meeting would be held on January 20, 2009 that is the same day as the President-elect Obama inauguration. He asked that if there were any council members that wouldn't be attending the meeting, to let him know in advance. Mayor Finch stated that he planned to attend the inauguration, so the city council president will have to sit in to cover the meeting.

**ADJOURNMENT**

**\*\* COUNCIL MEMBER McCARTHY MOVED TO ADJOURN**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

The meeting was adjourned at 8:00 p.m.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services



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

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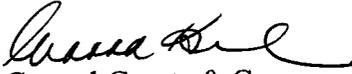
**ANDREW J. NUNN**  
CAO

**BILL FINCH**  
Mayor

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

Comm. #35-08 Ref'd to ECD&E Committee on 1/5/2009  
(Ref. #293-05)  
**MEMO**

**TO:** Fleeta Hudson, City Clerk

**FROM:** Alanna Kabel,   
Deputy CAO for Central Grants & Community Development

**RE:** Bridgeport Public Housing Resident Support Fund

**DATE:** December 24, 2008

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On behalf of the Pequonnock Residents Council, attached please find a resolution for City Council consideration that will authorize the Mayor to execute a modification to the Amended Memorandum of Agreement previously authorized by the City Council on December 18, 2006.

Please contact me at x7134 if you have any questions or require any further information.

Thank you.

cc: Andrew Nunn, CAO  
Adam Wood, Chief of Staff  
Mark Anastasi, City Attorney  
Diane Toolan, Sr Housing & CD Manager  
Marvin Farbman, Connecticut Legal Services, Inc.  
Nicholas Calace, Executive Director BHA  
Nancy vonEuler, Fairfield County Community Foundation  
Attorney Steven Mednick

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153 WILLIAMS STREET  
NEW LONDON, CT 06320

20 SUMMER STREET  
STAMFORD, CT 06901

85 CENTRAL AVENUE  
WATERBURY, CT 06702

872 MAIN STREET  
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## SATELLITE OFFICES

5 COLONY STREET  
MERIDEN, CT 06451

62 WASHINGTON STREET  
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564 PROSPECT STREET  
TORRINGTON, CT 06790

155 WEST MAIN STREET  
ROCKVILLE, CT 06066

December 19, 2008

Alanna Kabel  
Director of the Office of Community Development and Housing  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604

Re: Bridgeport Public Housing Resident Support Fund (the Fund)

Dear Alanna:

You have asked me to draft a resolution for City Council approval that would authorize the Mayor to execute a modification of the Amended Memorandum of Agreement (AMOA) that would permit the Fund's donor, the Pequonnock Resident Council to request that the Fairfield County Community Foundation (FCCF) agree to a change in the terms of the Fund's Deed of Gift. The modification of the AMOA would (1) permit the establishment of a new Fund corpus floor of \$2,000,000 to be maintained in perpetuity; and (2) state the donor's, Connecticut Legal Services's (as attorneys for Fund beneficiaries), and the Housing Authority of the City of Bridgeport's aspirational goal of seeking new gifts to the Fund sufficient to allow FCCF to restore the corpus floor to the original \$4,000,000. I have already submitted a draft letter to FCCF notifying the foundation that this request may be coming.

This request is necessitated by the current economic crisis, which none of the parties to the Pequonnock Apartments settlement contemplated as a possibility when we established the Fund. This crisis has dramatically driven up need for the services the Fund is designed to provide, but also, at this time of heightened need, has frustratingly shut the Fund down. The letter requests that the terms of the Deed of Gift be changed to allow FCCF to reopen the Fund. The new terms would allow FCCF to supply crucial services to current Fund beneficiaries who need them now, but under parameters that protect the interests of future fund beneficiaries.

In addition to the modifications of the Deed of Gift which would be authorized by the proposed modifications to the AMOA, the PRC has also asked FCCF to approve a new spending instruction in the Deed of Gift that would apply provided that its application would not reduce the Fund corpus below the proposed \$2,000,000 floor. The PRC proposed that FCCF make three \$180,000 grants under the Fund's Stable Families Program, a program aimed at providing caseworker services to families in acute need: one grant



in April 2009, another in April 2010, and another in April 2011.

The two other parties to the Pequonnock Apartments settlement agreement are in accord with these proposed changes in the terms of the Deed of Gift. The United States Department of Housing and Urban Development (HUD) has provided me with a separate letter stating that in “[HUD’s] view you do not need HUD approval to effectuate the proposed amendments”, that “[HUD] believe[s] that the Foundation, the Donor and the Fund’s beneficiaries are in the best position to determine what amendments to the Deed might be needed to support crucial services”, and that “[c]onsequently, [HUD has] no objection to the proposed amendments.”

The fund’s advisory committee, as you know, has voted to support these proposed changes in the terms of the Deed of Gift.

FCCF has approved the changes on condition that the parties to the Pequonnock Apartments settlement agreement that established the Fund acknowledge their accord with the establishment of a \$2,000,000 fund corpus floor.

Following is the proposed resolution. Thanks for your and the Mayor’s support of our efforts to re-open the Fund at this time of economic distress when too many of the Fund’s beneficiaries find themselves in unusually severe need.

Sincerely,

A handwritten signature in black ink, appearing to be 'M. Farbman', written in a cursive style.

Marvin Farbman  
Connecticut Legal Service, Inc.

**RESOLUTION**  
**IN RE – THE CURRENT ECONOMIC CRISIS AND THE BRIDGEPORT PUBLIC HOUSING RESIDENT SUPPORT FUND**

**WHEREAS** on December 18, 2006 the City Council authorized the City of Bridgeport (hereinafter the City) to enter into an agreement with the Pequonnock Residents Council (hereinafter PRC), the Housing Authority of the City of Bridgeport (hereinafter HACB), current and future households on HACB's waiting list for public housing (hereinafter the Waiting List Households), and the United States Department of Housing and Urban Development (hereinafter HUD) concerning the replacement of housing units demolished at Pequonnock Apartments. This agreement, which amended an earlier agreement among these parties, is entitled Amendments To The November 2000 Memorandum of Agreement Regarding Pequonnock Apartments (hereinafter AMOA.) The AMOA and the City Council Resolution 293-05 that authorizes the City to enter into it (hereinafter the Resolution).

**WHEREAS** the Resolution and AMOA mandated that the City as part of its settlement with PRC and the Waiting List Households provide \$4,000,000 for the establishment of the Bridgeport Resident Support Fund (hereinafter the Fund) within the Greater Bridgeport Area Foundation (hereinafter GBAF.)

**WHEREAS** the AMOA mandated that the PRC and Waiting List Households, in consideration of the establishment of the Fund, reduce the City's replacement housing obligation by forty (40) units.

**WHEREAS** the City provided PRC with \$4,000,000 to establish the Fund, PRC established it through the Deed of Gift, and the PRC and Waiting List Households reduced the City's replacement housing obligation by forty (40) units.

**WHEREAS** GBAF has since merged with the Fairfield County Community Foundation (hereinafter FCCF) and the merged foundation has taken FCCF's name.

**WHEREAS** FCCF holds the Fund and is its fiduciary.

**WHEREAS** the Fund is advised by a Fund Advisory Committee composed of members appointed by PRC, Connecticut Legal Services, HACB, and the Mayor of the City.

**WHEREAS** GBAF named the fund the Bridgeport Public Housing Resident Support Fund and FCCF has retained that name for it.

**WHEREAS** the mission of the Fund is to make grants for the purpose of providing beneficiary households with supportive services aimed at helping them (i) secure and/or retain decent, safe, and affordable housing and (ii) improve their overall life circumstances and prospects.

**WHEREAS** the beneficiaries of the fund comprise three groups: a) HACB residents who formerly resided in Father Panik Apartments; b) HACB residents who formerly resided in Pequonnock Apartments; c) Eligible applicants to HACB for public housing from 1986 into the indefinite future.

**WHEREAS** the Resolution, AMOA, and Deed of Gift called for FCCF to adopt a grant making policy for the Fund that favored preserving the Fund's initial \$4,000,000.

**WHEREAS** the Fund, because it is newly established and lacks a cushion of accumulated appreciation, has been hit very hard by the recent declines in stock market values. These declines, in fact, have shut the Fund down. They have pushed the value of Fund's corpus below the floor set by the Deed of Gift's mandate that "the Fund's grant making policy shall preserve the Fund's initial \$4,000,000 principal."

**WHEREAS** the value of the fund's corpus at the end of October 2008 was \$3.099 million.

**WHEREAS** FCCF and its advisory committee have developed a program, the Stable Families Program, to provide grants for caseworker services to Fund-beneficiary families with acute needs for these services.

**WHEREAS** the PRC, the Fund's donor, HACB, the Fund's Advisory Committee, Connecticut Legal Services, representing the Fund's beneficiaries, have concluded, after weighing the interests of current and future beneficiaries of the Fund, that it would be unconscionable to allow the Fund to remain inactive at this time of great economic distress. Too many of the Fund's beneficiaries find themselves in unusually severe need of just the kind of assistance that the Fund is designed to provide.

**WHEREAS** these parties have requested that the Deed of Gift be amended to permit:

1. The establishment of a new corpus floor of \$2,000,000 to be maintained in perpetuity: FCCF would be prohibited from making any grants that would reduce the corpus below \$2,000,000.
2. State the donor's, CLS's (as attorneys for Fund beneficiaries), HACB's and the City's aspirational goal of seeking new gifts to the Fund sufficient to allow FCCF, while continuing to make grants, to restore the corpus floor to the original \$4,000,000, which portion above \$2,000,000 would be subject to Connecticut's UPMIFA statute, as the same may be amended from time to time.

**WHEREAS** these proposed amendments would reopen the Fund so it can support crucial services to current Fund beneficiaries.

**WHEREAS** these amendments would also protect the interests of future beneficiaries by: a) setting a permanent \$2,000,000 corpus floor; and, b) setting a goal for PRC (the donor), CLS, and HACB of increasing this floor to \$4,000,000.

**WHEREAS** FCCF has agreed to adopt these amendments to the Deed of Gift on condition that the parties to the AMOA who agreed to the design of the Fund acknowledge that they are in accord with them.

**WHEREAS** HACB and the tenant parties have agreed to the new floor; and HUD, through its Deputy Regional Counsel, Thomas W. Rodick, has provided CLS with a separate letter stating that in “[HUD’s] view you do not need HUD approval to effectuate the proposed amendments”, that “[HUD] believe[s] that the Foundation, the Donor and the Fund’s beneficiaries are in the best position to determine what amendments to the Deed might be needed to support crucial services to current Fund beneficiaries”, and that “[c]onsequently, [HUD has] no objection to the proposed amendments.”

**WHEREAS** if the City signs the Letter, FCCF will adopt the recommended changes to the Deed of Gift.

**NOW THEREFORE BE IT RESOLVED THAT:**

The Mayor is authorized to execute a modification of the AMOA to:

(1) acknowledge that the Fairfield County Community Foundation has replaced the Greater Bridgeport Area Foundation as the fiduciary of the Fund;

(2) delete the requirement of paragraph A.2(f) that FCCF “adhere to a grant making policy that favors preservation of the Fund’s initial \$4,000,000 principal” and to replace it with language that would instruct the FCCF to operate the Fund in perpetuity yet acknowledging the market catastrophe of 2008 by permitting a reduction in the “preservation of principal” standard from \$4,000,000 to \$2,000,000; thereby permitting FCCF to make expenditures to the intended beneficiaries of the Fund, subject to the obligation to assure that the Fund remains in excess of \$2,000,000.

(3) require that the Deed of Gift include a provision asserting the Donor’s, CLS’s (as attorneys for Fund beneficiaries), HACB’s and the City’s aspirational goal of seeking new gifts to the Fund sufficient to allow FCCF, while continuing to make grants, to restore the corpus floor to the original \$4,000,000.



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

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CITY CLERKS OFFICE

08 DEC 29 PM 12:56

ANDREW J. NUNN  
CAO

BILL FINCH Mayor Comm. #36-08 Ref'd to ECD&E Committee on 1/5/2009

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

MEMO

TO: Honorable Members of the Bridgeport City Council

FROM: Alanna Kabel, Deputy CAO for Central Grants & CD *Alanna Kabel*

RE: Neighborhood Stabilization Program

DATE: December 29, 2008

On December 1, 2008, the State of Connecticut's Department of Economic and Community Development submitted a *2008 Action Plan Substantial Amendment Neighborhood Stabilization Program (NSP)* to the U. S. Department of Housing & Urban Development. The purpose of federal Housing and Economic Recovery Act of 2008 (HERA) or NSP funding is to bring about sustainable stabilization of neighborhoods in light of the current foreclosure crisis affecting communities all across the nation. The State's amendment recommended the award of \$5,865,300 to the City of Bridgeport which is the largest amount recommended by the State to any city in Connecticut.

HUD and the State of Connecticut subsequently held a workshop on December 18, 2008 for all Tier I communities such as Bridgeport to provide initial advice and guidance for these municipalities to now apply to the State for their recommended funding award. The City will be required to submit a proposed Action Plan detailing the manner in which Bridgeport expects to utilize the funding consistent with the federal guidelines for the NSP Program.

Charles Buki of czb LLC is working with the Department of Central Grants & Community Development and the Office of Planning and Economic Development to develop a draft Action Plan for submittal to the State by their January 20, 2009 deadline. The Action Plan will include, among other items, an authorizing resolution from the City Council. The State of Connecticut expects to forward the City a template for the authorizing resolution by the next workshop which is tentatively scheduled for January 15, 2009.

In the meantime and in light of the extremely tight timeframe associated with this funding application, I ask that you please review the information provided by the City to the State during their Substantial Amendment public comment period. Many of Bridgeport's recommendations were incorporated into the Action Plan submitted by the State of Connecticut to HUD on December 1, 2008. Copies of the City's proposed Action Plan, including the authorizing resolution, will be forwarded to you as an amendment for your

review and consideration after the next training session wherein the State will provide the City with document templates and additional advice and guidance.

Please contact me at 576-7134 if you have any questions or require any additional information.

Thank you.

#### Attachments

cc: Andrew Nunn, CAO  
Adam Wood, Chief of Staff  
Donald Eversley, OPED Director  
Diane Toolan, Sr. Housing & CD Manager  
Charles Buki, czb, LL C  
Tom White, Legislative Services

## Neighborhood Stabilization Program (NSP) Action Plan Substantial Amendment

TO: State of Connecticut, Department of Economic and Community Development  
FR: City of Bridgeport  
RE: HERA/Neighborhood Stabilization Comment

The magnitude of the housing crisis in the City of Bridgeport has no parallel in Connecticut, and few in the United States. Circumstances in Bridgeport are among the very worst in the country in terms of magnitude, rate, and concentration. Also, few cities share the confluence of high percentages of housing stocks older than 1939 (31%) with high rates of recently foreclosed properties or properties in foreclosure, or otherwise affected by subprime lending activities with time bomb characteristics (approximately 23% of all properties in the City). Other cities have higher rates, such as Stockton, CA (45%), but few are also impacted by high rates of poverty, concentrations of poverty, and large numbers of hard-to-market and expensive-to-maintain housing structures, such as Bridgeport's three and four family structures.

Just as the magnitude of the challenge in Bridgeport compels sizable assistance and partnership, the nature of the housing crisis in Bridgeport necessitates maximum allowable local flexibility in determining specifically how and where to allocate the assistance on the ground in order to generate genuine impact. All neighborhoods in Bridgeport have been directly affected by subprime lending. Some neighborhoods have been far more impacted than others. It requires local flexibility to determine where the best interventions are going to be generated, in which neighborhoods, on which blocks. Furthermore, among those neighborhoods heavily impacted, the types of structures affected and the strength of the housing markets in those areas vary greatly, a further indication for the need for local flexibility.

At the core of Bridgeport's challenges in this housing crisis are four underlying fundamentals.

1. The first is that Bridgeport has a disproportionate share of poor households, both in relation to our region and Fairfield County, and in relation to the State. This places an undue burden on the City of Bridgeport; in effect, Bridgeport is continually called upon to do more with less for our most vulnerable residents.
2. The second is that within Bridgeport, some neighborhoods in Bridgeport have disproportionate share of poor households; in some cases far more. This concentration of poverty at the neighborhood level is a major contributing factor to weak collateral, factor that correlates with financial literacy problems, predatory lending, subprime activity, loan default rates, and foreclosure. This problem is worsened by the current housing crisis, so it is imperative that our response be aimed in part at remediating this condition.
3. The third is that the housing stocks in Bridgeport are older, the units smaller, and the properties more costly to maintain than newer homes in the county, further weakening demand in many parts of Bridgeport. So our response must also chip away at this through thoughtful demolition and rehabilitation.
4. Fourth, because of the first three, Bridgeport is housing more poor people than other city in Connecticut by far. So our response during this crisis must be both robust and strategic.

If these fundamentals aren't addressed, now, then our response is merely a bandaid. For this reason, our response needs to be focused more on the neighborhood stabilization component of HERA's goal set, than on affordable housing.

Specifically, because the magnitude and nature of the impacts of subprime activity in Bridgeport vary not just from neighborhood to neighborhood, but in most cases from street to street, its crucial that Bridgeport have access to sufficient funding, and the ability for the City to deploy NSP resources flexibly.

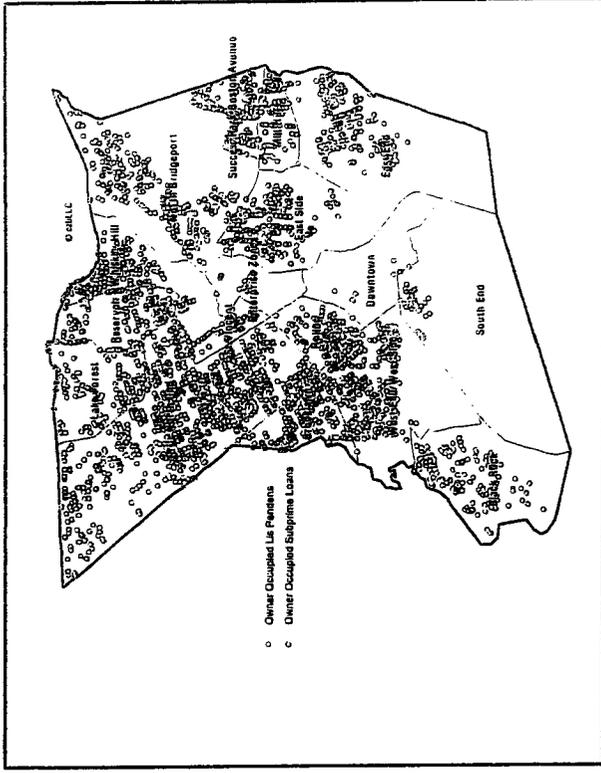
Some neighborhoods in Bridgeport have so much distress that NSP funds can be most helpful in stabilization efforts if they are directed to a combination of redevelopment activity and blighted structure removal. This is the case in the East Side and the East End which have abandonment rates of 7.1% and 4.8% respectively.

In other neighborhoods severely affected by subprime activity, like the North End (12.8% subprime rate (1,161 loans)), abandonment is not the immediate problem, but if there is not an intervention, abandonment and its consequences soon will be. In this case, blighted property is less the challenge than is the work of developing financial mechanisms for acquisition and sale as affordable housing, and landbanking low-priced assets for future use as supplies of affordable housing.

In a third example, a relatively modest 32 percent of the housing in the Brooklawn neighborhood was built before 1939, the neighborhood has a high home ownership rate (57%), and almost no abandonments. But Brooklawn does have 140 subprimes and approximately 100 foreclosed properties, and is a submarket whose health is critical to the market health of the city. In this case, a combination of acquisition and rehabilitation of foreclosed homes, along with some landbanking and some financing for first time homebuyers, is the right strategy.

A micro-targeting strategy is absolutely essential for Bridgeport to stabilize its impacted neighborhoods, and we seek approval for the flexibility to determine what sets of micro strategies work best in Bridgeport. This is especially important because the suggested allocation and distribution formulas established in the current draft protocols, though helpful, would be more responsive and useful to Bridgeport if we (and cities sharing our circumstances) have sufficient latitude to prioritize somewhat differently. In short, the current state draft emphasizes preservation of affordable housing more than it does neighborhood stabilization. In Bridgeport, priority #1 is stabilizing neighborhoods, and then, when and where possible, preserving valuable affordable housing stocks. The current state draft aims most of the HERA resources towards acquisition and rehabilitation. In Bridgeport, this can tend to cement destructive concentrations of poverty, so while some acquisition and rehabilitation is going to be useful in Bridgeport, our analysis is that other approaches in greater proportion - namely blight removal and financial mechanisms - are likely to be more valuable in actually stabilizing our neighborhoods.

The approach we're proposing would allow the City of Bridgeport to flexibly acquire troubled property and pursue an individualized disposition strategy based on conditions at the neighborhood level. \$1.42M in financing mechanism mainly (but not entirely) aimed at North Bridgeport would enable the City to directly affect 150-200 units when married to Section 8 vouchers that the Bridgeport Housing Authority can dedicate. \$1.42M in blight removal capacity would allow us to acquire key parcels on the East Side and East End at low prices and open up important sites for badly needed green space and redevelopment. Our analysis of the conditions in our neighborhoods has led us to conclude that more resources for addressing blight and allowing us to landbank, rather than so much for acquisition and rehabilitation, is appropriate.



**Financial Mechanisms**

In the above neighborhood-by-neighborhood chart, we determined market conditions in the North End, North Bridgeport, Mill Hill, Brooklawn, and St. Vincent to be in the 40th - 80th percentile of potential market strength, based on factors such as tenure, education and income levels, housing stocks (age and type), subprime activity, and current real estate value. We envision the bulk of the work and resources deployed in these neighborhoods to actually be in the North End, where problem loan activity has been the highest. Our aim is to marry NSP funds to other local housing development fund programs to expand home ownership opportunities while stemming defaults and abandonment. These are middle market neighborhoods.

**Acquisition and Rehabilitation**

The focus of acquisition rehabilitation resources will go towards structures that are older, principally 2- and 3-Family homes that can be stabilized by assisting current (at-risk) owners, and enabling new owners to feasibly hold onto or acquire an income-producing property, the rents from which can make possible ownership, keep a property from declining into abandonment, and upgrade the property to market or, where feasible, above-market conditions. These activities would primarily occur near and around downtown, where visible improvements can help stabilize the market that in turn shapes conditions in our downtown. Most of the work would be on the East Side, though some may occur in the Hollow, the West End, West Side, the South End, and the East End.

**Landbanking**

It is critical to acquire as many properties as possible for future disposition, especially where site control is a key component of holding the line against the domino effect of foreclosure, or when the site is likely to have an upside as new affordable housing in the future. The North End represents a key opportunity to bank otherwise costly properties as a hedge against losses of important affordable stocks in otherwise stable neighborhoods where stability could be compromised without site control.

**Blight Removal/Redevelopment**

This includes both the work of clearing problem/distressed properties for the development of open space, and redevelopment of blighted properties where there is a chance for sale to a strong buyer. We estimate about 25% of our stabilization funds would be appropriate for demolition and green/community space creation, and generating opportunities for future revitalization-oriented redevelopment. This activity would be appropriately located in the East Side and East End.

	CT Proposed Allocation	Bridgeport Proposal	Bridgeport Possibility	Potential Neighborhoods	Amount (current plan)	Target AMI Population	Estimated Direct Impact FHs
Financial Mechanism	25%	25%	Down Payment Assistance	North End, North Bridgeport, Brooklawn, St. Vincent, Mill Hill	\$1.42M	50-120	150-200
Acquisition and Rehabilitation	70%	25%	Acquisition, Rehab/Sale	South End, Hollow, EE/ES, WE/WS	\$1.42M	30-80	50
Landbanking	2%	25%	Buy-hold	North End, Brooklawn	\$1.42M	50-120	25
Blight Removal	2%	25%	Green space + Redevelopment	East Side, East End	\$1.42M	40-80	50

HERA/Neighborhood Stabilization/City of Bridgeport, CT | November 20, 2008

Property Type	North End	Lake Forest	Reservoir	Whiskey Hill	North Bridgeport	Success Park/Boston Avenue	Mill Hill	East End	East Side	Enterprise Zone	Downtown	South End	Black Rock	West End/West Side	Hollow	Brooklawn	St. Vincent
Residential 1-Family	49%	82%	78%	72%	47%	55%	31%	19%	12%	0%	0%	8%	31%	20%	12%	58%	13%
Residential 2-Family	13%	3%	5%	8%	17%	20%	24%	29%	37%	41%	7%	52%	23%	29%	23%	21%	30%
Residential 3-Family	6%	0%	1%	1%	4%	3%	33%	26%	21%	29%	0%	16%	17%	25%	26%	5%	50%
Residential Condominium	20%	3%	5%	5%	25%	9%	0%	1%	5%	6%	60%	0%	14%	6%	9%	11%	0%
Residential 1-4 Units	4%	3%	7%	5%	1%	4%	4%	7%	10%	6%	0%	8%	8%	7%	14%	1%	5%
Residential Other	6%	7%	5%	8%	3%	7%	5%	7%	9%	0%	7%	16%	2%	7%	13%	5%	0%
Commercial	1%	0%	0%	1%	1%	1%	2%	5%	3%	0%	20%	0%	3%	4%	1%	0%	0%
Industrial	0%	0%	0%	0%	0%	0%	0%	3%	2%	18%	0%	0%	0%	2%	0%	0%	0%
Land	0%	2%	0%	1%	1%	1%	0%	0%	0%	0%	7%	0%	1%	1%	1%	0%	0%
Exempt	0%	0%	0%	0%	0%	0%	2%	3%	1%	0%	0%	0%	1%	1%	1%	0%	3%

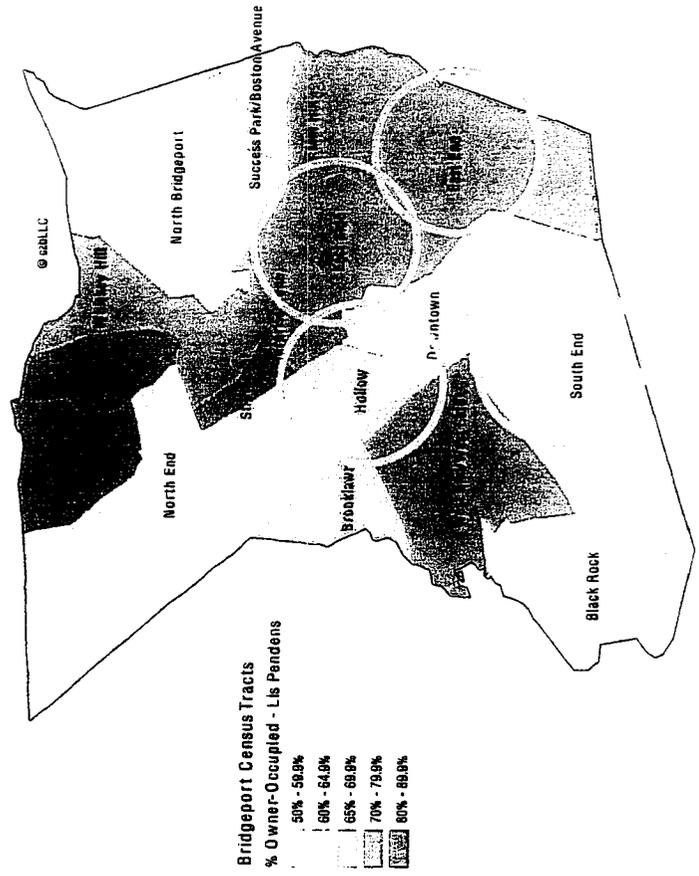
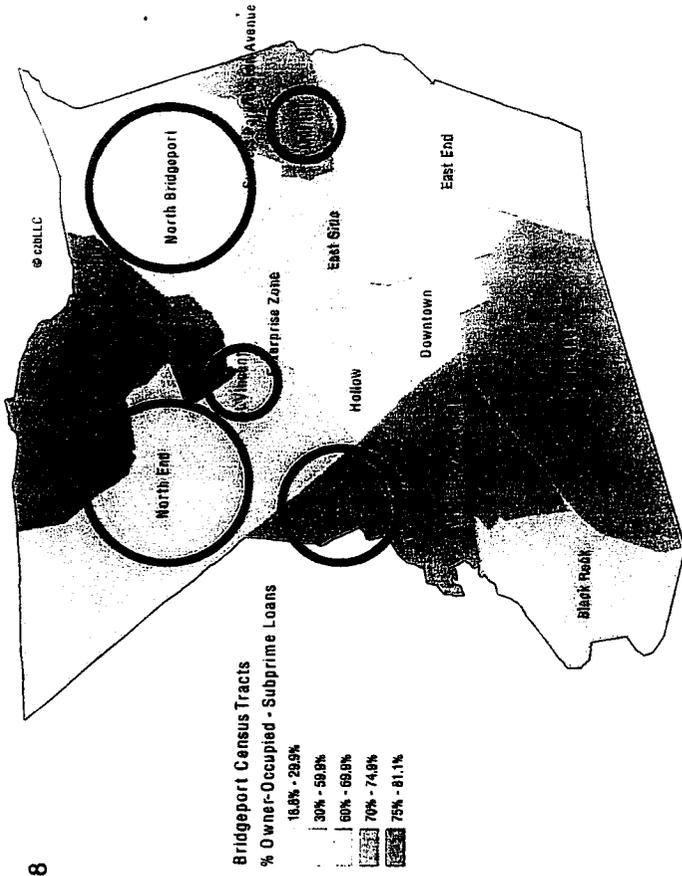
Use financial mechanisms to keep owners in their properties and quickly enable qualified buyers to acquire foreclosed properties.

Use resources to remove blighted property, create parks, beautify the market, and when appropriate, acquire and rehabilitate properties

Use resources to acquire and rehabilitate properties

Use resources to acquire and rehabilitate properties and when possible, bank stocks for future use as affordable housing for LMMI HHs

Mainly Financial Mechanisms



Neighborhood	Subprime Loans		Lis Pendens	
	All	% Owner-Occupied	All	% Owner-Occupied
1 North End	975	653	590	378
2 Lakes Forest	122	99	71	57
3 Reservoir	139	104	69	62
4 Whiskey Hill	455	117	101	76
5 North Bridgeport	340	198	200	115
6 Success Park/Boston Avenue	127	92	128	75
7 Hill Hill	111	80	70	52
8 East End	223	148	189	133
9 East Side	269	165	172	127
10 Enterprise Zone	17	10	14	11
11 Downtown	16	3	6	3
12 South End	29	21	4	23
13 Black Rock	151	109	103	58
14 West End/West Side	332	233	208	152
15 Hollow	149	82	77	51
16 Brooklawr	148	114	77	53
17 St. Vincent	61	25	35	15

Mainly Blight Removal; Some Acquisition/Rehab

**Additional Summary Comments**

1. In general the challenges we face in Bridgeport stem from our city's *disproportionate share of at-risk households*, and our *large number of older homes*, especially small apartment buildings of three and four units. Combined, we have a large population of people targeted by predatory lenders, and a large number of difficult-to-market properties. To be responsive, it will be necessary for cities like Bridgeport to have maximum possible flexibility deciding locally how best to allocate NSP funds.
2. The cost of acquiring REO property can be time-consuming, cumbersome, and expensive. There is a possibility that a statewide trust may be available to facilitate streamlining this process. Such a mechanism would probably rely on formulas that price the sales below appraised values. If such a mechanism is approved by the State of Connecticut, the City of Bridgeport requests that the State permit localities to adopt the method.
3. We have suggested that the initial categories for deploying NSP dollars be modified. We also urge the State to permit localities to not be bound by those percentages. Often it is the case in this particular crisis that we are moving forward with such imperfect information, that a planned strategic use of funds that seems plausible in January may prove less valuable than an alternative that does not arise until later.



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

COMM.# 37-08 Referred to Public Safety Committee on 1/5/2009.<sup>CAO</sup>

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

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**INTEROFFICE MEMORANDUM**

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**TO:** FLEETA HUDSON, CITY CLERK  
**FROM:** ALEX MCGOLDRICK, CENTRAL GRANTS & COMMUNITY DEVELOPMENT *v. B. McGoldrick*  
**SUBJECT:** GRANT SUBMISSION  
**DATE:** DECEMBER 29, 2008  
**CC:** ALANNA KABEL, ANDY NUNN, ADAM WOOD, DAWN TWISTOL, SCOTT APPLEBY, CHIEF GAUDET

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The City of Bridgeport, Central Grants and Community Development Department seeks authorization for Mayor Bill Finch to accept a grant of equipment from the State of Connecticut Department of Emergency Management and Homeland Security. Please find the attached resolution and grant summary to be submitted to council for their next meeting. Please call me at ext. 5665 if you need any additional information.

attachments

TEST  
CITY CLERK  
RECEIVED  
CITY CLERKS OFFICE  
08 DEC 29 PM 4: 12

**WHEREAS**, the State of Connecticut, through the Department of Emergency Management & Homeland Security is authorized to extend financial assistance to municipalities in the form of grants; and,

**WHEREAS**, the Department of Emergency Management & Homeland Security (DEMHS) is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Fiscal Year 2004, up to present time, and;

**WHEREAS**, pursuant to the authority provided under Connecticut General Statutes section 4-8 and Title 28, has purchased a number of Statewide Tactical On-Scene Communication System (STOCS) Boxes for deployment throughout the state, and;

**WHEREAS**, the City of Bridgeport agrees to serve as the custodian of a STOCS Box on behalf of the Town, the region, and the State;

**WHEREAS**, the City of Bridgeport will enter into an MOA with DEMHS prior to receipt of the STOCS Box that will outline responsibilities of both parties regarding use of the equipment for public safety purposes, and;

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Office of Emergency Management, accept said equipment for the purpose of improved communications among public safety disciplines within the City, region and State, and;

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

1. That it is cognizant of the City's contract with DEMHS for receipt of a STOCS Box.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with DEMHS, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



## GRANT SUMMARY

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PROJECT TITLE: \_\_\_ Dept Emergency Management and Homeland Security STOCS Box.

RENEWAL \_\_\_ NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants & Community Development

CONTACT NAME: Alex McGoldrick, Grant Writer

PHONE NUMBER: 203-332-5665

### PROJECT SUMMARY/DESCRIPTION:

The State is awarding communication equipment to the City of Bridgeport. The equipment is called a Statewide Tactical On-Scene Communications System (STOCS) Box. The City must enter into a contract with the State to accept the grant of equipment.

CONTRACT DATES: Upon execution of contract until the State may terminate the agreement and recall the STOCS Box.

PROJECT GOALS AND PROCEDURES: To improve tactical communications abilities on-site during an incident to better respond to protect and serve the public's safety.

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### IF APPLICABLE

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

Federal:  
State:  
City:  
Other:

#### FUNDS REQUESTED

Salaries/Benefits:  
Supplies:  
Transportation/Travel:  
Other (explain):  
Subcontracts: Yes \_\_\_\_\_ No  
If yes, supply listing and dollar amount  
(please attach)



**Murray, Ann**

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**From:** Murray, Ann  
**Sent:** Friday, December 19, 2008 10:51 AM  
**To:** Murray, Ann  
**Subject:** FW: Committee Assignments  
**Importance:** High

RES. # 34-08 ACCEPTED AND MADE PART OF THE RECORD (Jan. 5, 2009)  
Reminder to put this on for city council one five agenda.

-----Original Message-----

**From:** Martinez, Daniel  
**Sent:** Fri 12/19/2008 6:42 AM  
**To:** Hudson, Fleeta; Murray, Ann  
**Cc:**  
**Subject:** Committee Assignments

Dear Madam City Clerk,

On Monday, December 1, 2008, Council President Thomas McCarthy appointed me to the Committee on Education and Social Services, as Co-Chair. Unfortunately, after careful review of my current committee assignments, I found it in my best interest to decline the Council President's appointment.

Therefore, please accept this email as an official request to decline the appointment to the Committee on Education and Social Services.

Respectfully Submitted,  
Daniel Martinez  
Council Member District 137

RECEIVED  
CITY CLERKS OFFICE  
08 DEC 22 AM 10:45  
ATTEST  
CITY CLERK

**\*219-07 Consent Calendar**

Disposition of City Owned Real Estate - 930 Main Street and 114 State Street (Mechanics and Farmers Bank).

**Report  
of  
Committee  
on  
CEA & Environment**

Submitted: January 5, 2009

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Shirley A. Williams*

City Clerk

Approved \_\_\_\_\_

Mayor



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

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

## **\*219-07 Consent Calendar**

### **A Resolution by the Bridgeport City Council regarding the Disposition of City Owned Real Estate at 930 Main Street and 114 State Street**

**Whereas**, the City of Bridgeport owns 930 Main Street and 114 State Street (the Properties), having acquired them in 2004 via a deed in lieu of foreclosure; and

**Whereas**, the City has received private sector inquiries regarding the availability of the Properties for purchase and rehabilitation; and

**Whereas**, the City is desirous of selling the Properties to a private sector party capable of placing them back into productive use, and back on to the City's property tax rolls; Now, Therefore, Be It

**Resolved**, that the Properties shall be sold by the City Request for Proposals process, within the following parameters:

- 1) A minimum bid or offer price of \$500,000 with the bid price being a competitive criteria of the RFP Process.
- 2) A requirement for significant investment in the rehabilitation and/or redevelopment of the Properties within a specified timeframe; and
- 3) The creation of a deed restriction or other mechanism in favor of the City to prohibit property tax exempt uses.

**Be It Further Resolved**, that pursuant to Request for Proposals process, the Mayor is authorized to execute any contracts or agreements, or take any other such necessary actions consistent with and to effectuate the purposes of this resolution.



Report of Committee on ECD and Environment

-2-

**\*219-07 Consent Calendar**

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

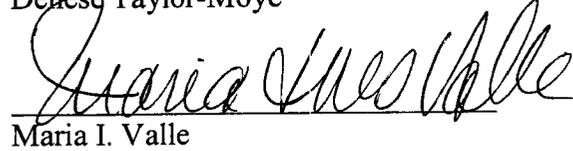
  
Angel M. dePara, Co-Chairman

  
Robert P. Curwen, Sr. Co-Chairman

  
Michelle A. Lyons

  
Denese Taylor-Moye

\_\_\_\_\_  
Warren Blunt

  
Maria I. Valle

\_\_\_\_\_  
Brian C. Crowe

Council Date: January 5, 2009

**\*154-07 CONSENT CALENDAR**

Resolution to request timely updating and posting of the City Boards and Commissions information on the City of Bridgeport Web Site.

**Report  
of  
Committee  
on**

**Miscellaneous Matters**

**Submitted: November 3, 2008  
Tabled back to Committee November 3, 2008  
Resubmitted: January 5, 2009**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

City Clerk

Approved \_\_\_\_\_

Mayor



**Report of the Committee on Miscellaneous Matters  
\*154-07 CONSENT CALENDAR**

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

\_\_\_\_\_  
AmyMarie Vizzo-Paniccia, Co-Chairman

\_\_\_\_\_  
Warren Blunt, Co-Chairman

\_\_\_\_\_  
Richard M. Paoletto, Jr.

\_\_\_\_\_  
*Denese Taylor-Moye*  
Denese Taylor-Moye

\_\_\_\_\_  
Daniel Martinez

\_\_\_\_\_  
*Susan T. Brannelly*  
Susan T. Brannelly

\_\_\_\_\_  
Robert Walsh

Council Date: January 5, 2009



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

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

## **\*154-07 CONSENT CALENDAR**

### **Resolution to request timely updating and posting of the City Boards and Commissions information on the City of Bridgeport Web Site**

**WHEREAS**, the Boards and Commissions of the City of Bridgeport provide for the involvement of citizens and oversight of City matters; and

**WHEREAS**, the City Council has considerable interaction with the City's Boards and Commissions; and

**WHEREAS**, the City Council must review applications and approve appointments to the City's Boards and Commissions stipulated by Code of Ordinances; and

**WHEREAS**, the City of Bridgeport Web Site has become an essential source of information about the City and its structure; and Now Therefore, be it

**RESOLVED**, that the listings of membership of City Boards and Commissions be kept current and on file in the Office of the City Clerk; and be it further

**RESOLVED**, that the Office of the Chief Administrative Officer provide a complete, updated list of Board and Commission members, including vacancies, on a monthly basis to the City Council's Office of Legislative Services; and be it further

**RESOLVED**, that the City of Bridgeport Web Site Home Page dedicated link to the Boards and Commissions Page be updated monthly and reflect current membership and vacancies.

**\*26-08 CONSENT CALENDAR**

New Position: Health Department – (1) Lead Outreach Worker.

**Report  
of  
Committee  
on**

**Miscellaneous Matters**

**Submitted: January 5, 2009**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

City Clerk

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

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

## **\*26-08 CONSENT CALENDAR**

**WHEREAS**, Pursuant to City Charter Chapter 17 Section 206(d) the Civil Service Commission has approved the following new position in the Health Department. Now, therefore, be it

**RESOLVED**, That in accordance with the provisions of Special Act #85 of the Special Acts of 1957, the City Council of the City of Bridgeport does hereby establish the following new position in the Classified Service:

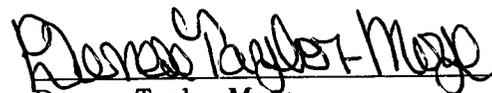
Health Department - (1) Lead Outreach Worker

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

\_\_\_\_\_  
AmyMarie Vizzo-Paniccia, Co-Chairman

\_\_\_\_\_  
Warren Blunt, Co-Chairman

\_\_\_\_\_  
Richard M. Paoletto, Jr.

  
\_\_\_\_\_  
Denese Taylor-Moye

\_\_\_\_\_  
Daniel Martinez

\_\_\_\_\_  
Susan T. Brannelly

\_\_\_\_\_  
Robert Walsh

Council Date: January 5, 2009

Agreement with Bridgeport Typographical Union,  
No. 252

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**Report  
of  
Committee  
on  
Contracts**

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**Submitted: January 05, 2009 OFF THE FLOOR**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_  
*City Clerk*

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Approved \_\_\_\_\_

\_\_\_\_\_  
*Mayor*

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# City of Bridgeport, Connecticut

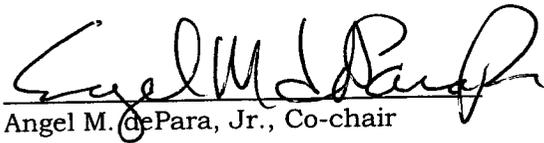
*To the City Council of the City of Bridgeport.*

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

**20-08**

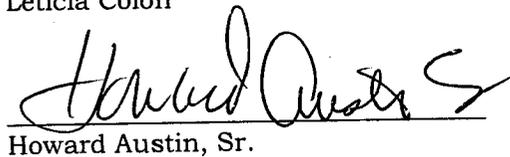
**RESOLVED**, That the attached Agreement between the City of Bridgeport and Bridgeport Typographical Union No. 252 be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

  
Angel M. DePara, Jr., Co-chair

\_\_\_\_\_  
Richard M. Paoletto, Jr., Co-chair

\_\_\_\_\_  
Leticia Colon

  
Howard Austin, Sr.

\_\_\_\_\_  
Brian C. Crowe

  
Carlos Silva

\_\_\_\_\_  
James Holloway

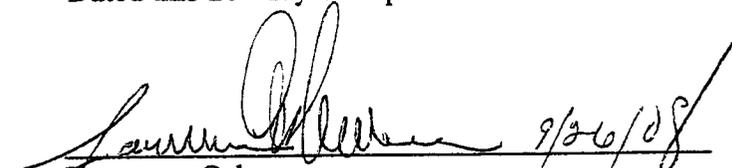
City Council:

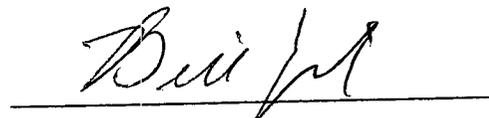
## TENTATIVE AGREEMENT

The undersigned parties covenant and agree that the following constitutes their agreement with respect to a successor collective bargaining agreement ("contract") for the contract expiring on June 30, 2008:

1. Article 24 "Duration" shall be changed to reflect a two year agreement expiring June 30, 2010;
2. Article 24 "Duration" shall include language regarding a contract re opener effective June 30, 2009 to negotiate the issues of wages and medical benefits. Said language shall specifically reference both of the undersigned parties agreement to entertain serious discussions regarding the implementation of an Health Savings Account based medical plan;
3. Article 10 "Wages" shall be changed to reflect a wage freeze for year one (July 1, 2008 - June 30, 2009);
4. All other Articles and Sections of the contract agreement expiring on June 30, 2008 not specifically referenced herein shall remain unchanged in the contract that is the subject of this Tentative Agreement (July 1, 2008 - June 30, 2010);
5. This Tentative Agreement is subject to ratification by both of the undersigned parties.

Dated this 26<sup>th</sup> day of September 2008.

  
Lawrence Osborne  
The City Of Bridgeport  
Director of Labor Relations

  
Mayor Bill Finch

  
Thomas Altieri  
President  
Bridgeport Typographical Union No, 252

**Agreement with Social Workers Union, Local 1199**

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**Report  
of  
Committee  
on  
Contracts**

---

**Submitted: January 05, 2009 OFF THE FLOOR**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

City Clerk

---

Approved \_\_\_\_\_

Mayor

---

---



# City of Bridgeport, Connecticut

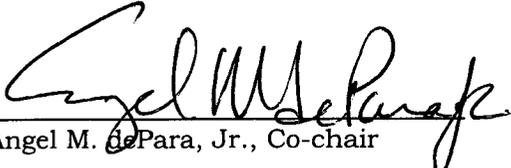
*To the City Council of the City of Bridgeport.*

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

**21-08**

**RESOLVED**, That the attached Agreement between the City of Bridgeport and the Social Workers Union, Local 1199 be and it hereby is, in all respects, approved, ratified and confirmed.

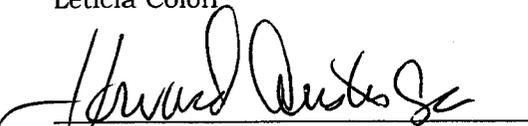
**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

  
\_\_\_\_\_  
Angel M. dePara, Jr., Co-chair

\_\_\_\_\_  
Richard M. Paoletto, Jr., Co-chair

\_\_\_\_\_  
Leticia Colon

\_\_\_\_\_  
Brian C. Crowe

  
\_\_\_\_\_  
Howard Austin, Sr.

  
\_\_\_\_\_  
Carlos Silva

\_\_\_\_\_  
James Holloway

City Council:

## TENTATIVE AGREEMENT

The undersigned parties covenant and agree that the following constitutes their agreement with respect to a successor collective bargaining agreement (“contract”) for the contract expiring on June 30, 2008:

1. Article 39 “Termination” shall be changed to reflect an agreement expiring December 31, 2008;
2. Article 39 “Termination” shall include language regarding retention bonuses. Specifically, the undersigned parties agree to add the following provisions to the collective bargaining agreement:

### ***Term and Retention Bonus***

***The “Employment Period” for receipt of a retention bonus shall be from the date of contract execution through December 31, 2008 (“Layoff Date/Elimination of Bargaining Unit Date”) subject to the termination provisions set forth below. During said Employment term bargaining unit employees will be paid in accordance with the collective bargaining agreement. Upon the successful conclusion of the Employment Period bargaining unit employees will be paid a “retention bonus” of \$ 300.00 (less applicable tax deductions). Furthermore, said retention bonus shall be reduced if the Employee has unexcused absence(s). Said reduction shall represent a pro-rata reduction of the intended retention bonus in relation to the Employment Period. The undersigned parties covenant and agree that the monies used for this retention bonus program are to give incentive to bargaining unit employees whose jobs are being eliminated December 31, 2008 to stay in the employ of the City of Bridgeport through their job elimination date. In addition the monies used for this retention bonus program are budgeted and contracted monies for training pay per Article 9 section 4 of the collective bargaining agreement in the amount of \$ 4,000.00. The undersigned parties covenant and agree: 1. that approximately \$ 559 of this training pay has been paid for training; 2. That from the date of this Tentative Agreement no monies shall be paid for training;***

3. \$2,100 of the training pay dollars shall be ready for use or converted for retention bonuses; 4. The remaining amount of the training pay allotment (\$1,341.00) shall revert back to the City of Bridgeport as part of concession bargaining.

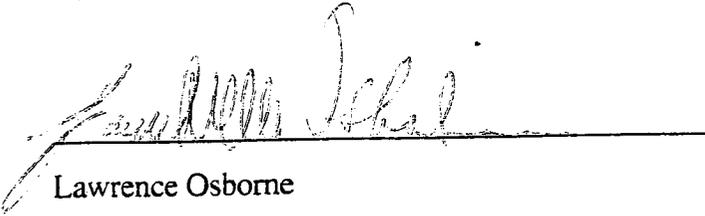
***Termination of Employment for Cause***

***In the event a bargaining unit employee is discharged for just cause the Employment Period shall terminate immediately. In such event, the liability of the City of Bridgeport for the payment of a retention bonus shall cease and be terminated.***

***In addition no retention bonus will be paid if a bargaining unit employee quits, resigns or retires.***

3. Article 19 "Wages" shall be changed to reflect a wage freeze for the period (July 1, 2008 – December 31, 2008);
4. All other Articles and Sections of the contract agreement expiring on June 30, 2008, not specifically referenced herein shall remain unchanged in the contract that is the subject of this Tentative Agreement (July 1, 2008 – December 31, 2008);
5. This Tentative Agreement is subject to ratification by both of the undersigned parties.
6. In the event that the "***Layoff Date/Elimination of Bargaining Unit Date***" is extended by the City of Bridgeport than all terms relating to contract duration and/or Retention Bonus and/or Employment Period contained in this Tentative Agreement shall be amended by the undersigned parties to extend these terms to coincide with the new or extended "***Layoff Date/Elimination of Bargaining Unit Date***".

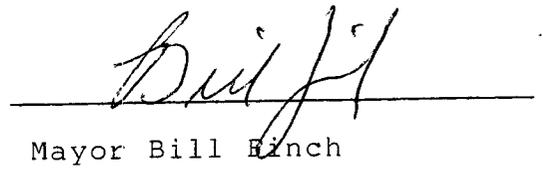
Dated this 14<sup>th</sup> day of November, 2008.



Lawrence Osborne

The City of Bridgeport

Director of Labor Relations



Mayor Bill Finch



Diane LaPointe

District 1199, SEIU

(Social Workers Unit)

**Report  
of  
Committee  
on  
Contracts**

---

**Submitted: January 05, 2009 OFF THE FLOOR**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

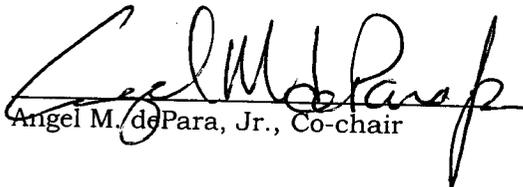
*To the City Council of the City of Bridgeport.*

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

**22-08**

**RESOLVED**, That the attached Agreement between the City of Bridgeport and the Police Union AFSCME, Local 1159 be and it hereby is, in all respects, approved, ratified and confirmed.

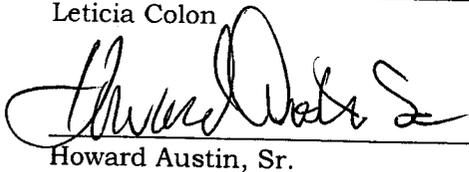
**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

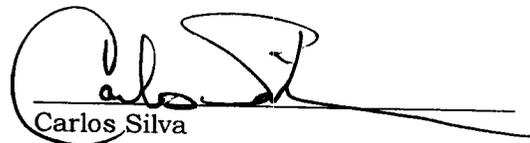
  
Angel M. dePara, Jr., Co-chair

\_\_\_\_\_  
Richard M. Paoletto, Jr., Co-chair

\_\_\_\_\_  
Leticia Colon

\_\_\_\_\_  
Brian C. Crowe

  
Howard Austin, Sr.

  
Carlos Silva

\_\_\_\_\_  
James Holloway

City Council:

File Note: As amended and approved in Committee on December 30, 2008

Exhibit A

22-08  
Executive  
Summary

**Executive Summary  
(Tentative Agreement)  
AFSCME, LOCAL 1159  
City of Bridgeport**

RECEIVED  
CITY CLERKS OFFICE  
09 DEC 30 AM 9:11  
TEST  
CITY CLERK

1. **Monetary**

- a) Wages:
 

Effective 7/01/08	0%
Effective 7/01/09	0%
Effective 7/01/10	3%
Effective 1/01/11	3%
Effective 7/01/11	2.5%
Effective 1/01/12	2.5%

- b) Night Differential: "A" Shift (premium pay) increased from \$1.30 per hour to \$1.40 per hour.
- c) "C" Shift (premium pay) increased from \$1.15 per hour to \$1.25 per hour.
- d) Extra police work (outside overtime) shall be paid at time and one-half (1 ½).

\*There shall be a night differential re-opener which shall commence on July 1, 2010.

2. **Benefits**

There shall be a health benefits re-opener which shall commence on July 1, 2010.

3. **Other Provisions**

- [ ~~All Police Personnel shall bank all unused accumulated holidays for the fiscal year July 2008 to June 2009.~~ ]
- All Police personnel shall bank all unused accumulated holidays for the fiscal July 2008 to June 2009.
- All Police personnel shall bank all unused vacation time for the fiscal year July 2008 to June 2009. All unused vacation days shall be converted into either holidays or compensatory days.
- The <sup>Chief</sup> ~~City~~ of Police shall have absolute authority/discretion in assigning of take home vehicles in the Bridgeport Police Department.

File Note: As amended and approved in Committee on December 30, 2008

LABOR RELATIONS OFFICE  
City of Bridgeport

- Each employee shall be granted four (4) personal days each year for conducting personal business. If unused, such time shall be converted into a banked holiday.
- Lay-Off of Police Personnel shall first (1<sup>st</sup>) be applied to those Police personnel with the least Departmental seniority.

23-08

Agreement with TEAMSTERS, Local 191

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**Report  
of  
Committee  
on  
Contracts**

---

**Submitted: January 05, 2009 OFF THE FLOOR**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

City Clerk

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Approved \_\_\_\_\_

Mayor

---

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# City of Bridgeport, Connecticut

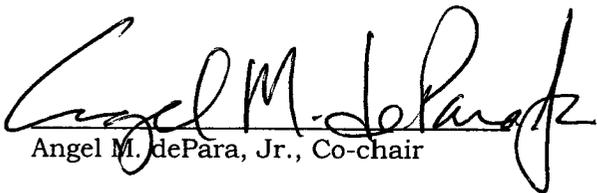
*To the City Council of the City of Bridgeport:*

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

**23-08**

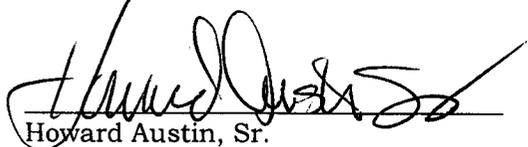
**RESOLVED**, That the attached Agreement between the City of Bridgeport and the TEAMSTERS Union, Local 191 be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

  
Angel M. dePara, Jr., Co-chair

\_\_\_\_\_  
Richard M. Paoletto, Jr., Co-chair

\_\_\_\_\_  
Leticia Colon

  
Howard Austin, Sr.

\_\_\_\_\_  
Brian C. Crowe

  
Carlos Silva

\_\_\_\_\_  
James Holloway

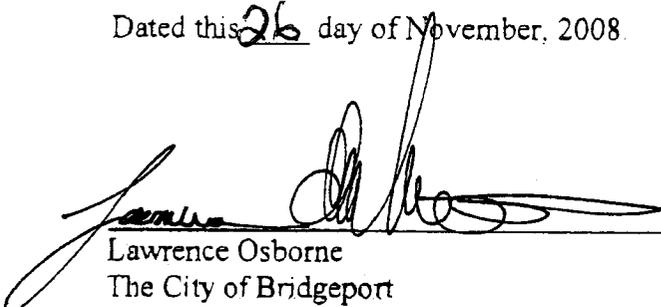
City Council:

**TENTATIVE AGREEMENT**

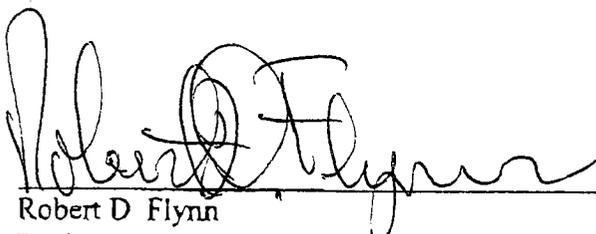
The undersigned parties covenant and agree that the following constitutes their agreement with respect to a successor collective bargaining agreement ("contract") for the contract expiring on June 30, 2008:

1. Article 33 "Termination" shall be changed to reflect a two year agreement expiring June 30, 2010;
2. Article 33 "Termination" shall include language regarding a contract re: opener effective June 30, 2009, to negotiate the issues of wages, medical benefits and sick leave. Said language shall specifically reference both of the undersigned parties agreement to entertain serious discussions regarding the implementation of a Health Savings Account based medical plan;
3. Article 13 "Wages" shall be changed to reflect a wage freeze for year one (July 1, 2008 – June 30, 2009);
4. All other Articles and Sections of the contract agreement expiring on June 30, 2008, not specifically referenced herein shall remain unchanged in the contract that is the subject of this Tentative Agreement (July 1, 2008 – June 30, 2010);
5. This Tentative Agreement is subject to ratification by both of the undersigned parties.

Dated this 26 day of November, 2008.

  
\_\_\_\_\_  
Lawrence Osborne  
The City of Bridgeport  
Director of Labor Relations

  
\_\_\_\_\_  
Mayor Bill Finch

  
\_\_\_\_\_  
Robert D. Flynn  
Business Agent  
Teamsters Local 191

**Agreement with Tyler Technologies**

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**Report  
of  
Committee  
on  
Contracts**

---

**Submitted: January 05, 2009 OFF THE FLOOR**

Adopted: \_\_\_\_\_

Attest:   
City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# 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:

**28-08**

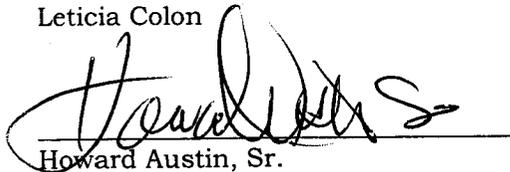
**RESOLVED**, That the attached Agreement between the City of Bridgeport and Tyler Technologies, Inc. be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

  
Angel M. dePara, Jr., Co-chair

\_\_\_\_\_  
Richard M. Paoletto, Jr., Co-chair

\_\_\_\_\_  
Leticia Colon

  
Howard Austin, Sr.

\_\_\_\_\_  
Brian C. Crowe

  
Carlos Silva

\_\_\_\_\_  
James Holloway

City Council:

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY  
Mark T. Anastasi

DEPUTY CITY ATTORNEY  
Arthur C. Laske, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte  
Betsy A. Edwards  
Melanie J. Howlett  
Richard G. Kascak  
Russell D. Liskov  
John R. Mitola  
Ronald J. Pacacha  
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Christine Donahue Brown  
Salvatore C. DePiano  
R. Christopher Meyer  
Eroll V. Skyers

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

**MEMORANDUM**

TO: Pat Anzellotti  
City Clerk's office

FROM: Gregory M. Conte, Associate City Attorney 

RE: Communication #28-08 Proposed System Agreement between  
Tyler Technologies, Inc. and the City of Bridgeport

DATE: December 31, 2008

---

This contract cannot be approved. The required insurance language is lacking.  
See the attached schedule B for further guidance.

RECEIVED  
CITY CLERKS OFFICE  
09 DEC -2 PM 2:16  
TEST  
CITY CLERK

## SCHEDULE B

### **Liability Coverage**

Contractor agrees to procure and maintain in effect for the duration of this Agreement the following insurance coverage with insurers licensed or approved to conduct business in the State of Connecticut and holding a current financial rating in A.M. Best and Company satisfactory to the City.

#### **A. Commercial General Liability**

The Contractor shall provide, maintain and pay for, during the term of this Agreement, a policy of comprehensive general liability and property damage insurance issued by a reputable insurer licensed to do business in the State of Connecticut acceptable to the City providing coverage in respect of any one accident in an amount not less than Two Million Dollars (\$2,000,000.00), exclusive of interest and costs, against loss or damage resulting from bodily injury or death of any one or more persons and the loss of damage to property. Such policy or policies shall name the City as an additional insured, and loss payee as to City property damaged by Contractor, thereunder and protect the City against all claims for all damage or injury including death to any person or persons and for damage to any property of the City or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of its servants or agents during the term of this Agreement. The Contractor shall ensure and give evidence to the City, at least on the Commencement Date, annually thereafter or upon demand made by the City that all insurance policies remain in effect throughout the term of this Agreement. Coverage shall include:

Premises and Operations  
Contingent Liability (Independent Contractors)  
Contractual Impairment  
Valuable Document Coverage, if applicable

In the event coverage is on a "claims made" policy form Contractor agrees to renew such coverage for not less than 24 months from completion of services under this Agreement.

**B. Business Automobile** – Insuring against claims or suits brought by members of the public alleging bodily injury, personal injury or damage of property and claimed to have arisen out of the use of owned, hired or non-owned vehicles in Connecticut with this Agreement. Coverage shall be broad enough to cover:

Contractual Liability

Limits of Liability – Shall not be less than \$1,000,000 for each occurrence/aggregate, bodily or personal injury and property.

Policies under both A and B shall be endorsed to include the following:

Additional Named Insured – Naming the City of Bridgeport/Department and any other department or agency of the City as an additional insured, as their interest may appear.

Knowledge of Occurrence – Standard Wording

Notice of Occurrence – Standard Wording

C. **Workers Compensation and Employees Liability** – Insuring in accordance with statutory requirements in order to meet obligation towards employees in the event of injury or death sustained in the course of employment. Employees liability (Coverage B) shall not be less than 100,000 each claim.

Policies under A, B, or C shall be endorsed to include the following:

Notice of Cancellation – In the event of non-renewal or cancellation the Contractor's insurer shall give written notice to the City of Bridgeport, 45 Lyon Terrace, Bridgeport, Connecticut, Attention: Department of Purchasing and City of Bridgeport, 999 Broad Street, Bridgeport, Connecticut, Attention: Department of Public Facilities indicating that such cancellation or non-renewal shall not be effective in less than 30 days from date notice is received by registered mail.

**Certificate of Insurance** – Prior to start of work or services under this Agreement or contract, a properly authorized certificate of insurance evidencing that the above described coverages are in effect including the required minimum notice of cancellation. Further, prior to acceptance, the certificate shall clearly show:

- Description of work
- Location
- City Department to which services are being provided
- City of Bridgeport as additional insured
- City/Department as additional insured – City of Bridgeport, and any of its departments as their interest may appear.

# **System Agreement**

**between**

**Tyler Technologies, Inc.**

**370 U.S. Route 1**

**Falmouth, Maine 04105**

**and**

**City of Bridgeport**

**45 Lyon Terrace**

**Bridgeport, CT 06604**

# Agreement

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 ("Effective Date") between Tyler Technologies, Inc., a Delaware Corporation, with offices at 370 U.S. Route 1, Falmouth, Maine 04105 ("Tyler") and the City of Bridgeport, with its principal office at 45 Lyon Terrace, Bridgeport, CT 06604 ("Client").

Tyler and Client agree as follows:

1. Tyler shall furnish the products and services as described in this Agreement, and Client shall pay the prices set forth in this Agreement. Tyler shall mail invoices to Client at the above address to the attention of \_\_\_\_\_.
2. This Agreement consists of this Cover page and the following Attachments and Exhibits:

Section A. Investment Summary  
Section B. Software License Agreement  
Section C. Professional Services Agreement  
Section D. Maintenance Agreement  
Section E. Third Party Product Agreement  
Section F. General Terms and Conditions

#### *Addendum A*

- Exhibit 1 - Verification Test*
- Exhibit 2 - Support Call Process*
- Exhibit 3 - Business Travel Policy*
- Exhibit 4 - Adobe End User License Agreement*
- Exhibit 5 - Tyler's Proposal, dated October 1, 2008, submitted in Response to Client's Request For Proposal, issued September 4, 2008*
- Exhibit 6 - Client's Request For Proposal (Bid No. 2008-1001), issued September 4, 2008*

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement, including Addendum A and all Exhibits hereto. This Agreement is effective as of the date last set forth below.

**Tyler Technologies, Inc.**

By: \_\_\_\_\_

Richard E. Peterson, Jr.  
President-Financial Division

Date: \_\_\_\_\_

**Client: City of Bridgeport**

By: \_\_\_\_\_

Date: \_\_\_\_\_

# tyler

TECHNOLOGIES

## Sales Quotation For:

Mr. Michael Feeney  
 City of Bridgeport  
 45 Lyon Terrace  
 Bridgeport, CT 06604

Quoted By: Christine Lyden  
 Date: 12/10/2008  
 Quote Expiration: 12/31/2008  
 Quote Name: City of Bridgeport, CT  
 Quote Number: 11277  
 Phone: (203) 576-3964  
 Fax: (203) 576-8330  
 Email: michael.feeney@bridgeportct.gov

## Section A - Investment Summary

Description	License	Impl. Days	Impl. Cost	Consulting Days	Consulting Cost	Data Conversion	Module Total	Year One Maintenance
Accounting/GL/BG/AP	\$255,000	35 @ \$1,175	\$41,125	12 @ \$1,275	\$15,300	\$34,800	\$346,225	\$45,900
Accounts Receivable	\$58,500	14 @ \$1,175	\$16,450	5 @ \$1,275	\$6,375	n/a	\$81,325	\$10,530
Applicant Tracking	\$20,000	7 @ \$1,175	\$8,225	4 @ \$1,275	\$5,100	n/a	\$33,325	\$3,600
BMI Asset Track Interface	\$5,500	5 @ \$1,175	\$5,875	2 @ \$1,275	\$2,550	n/a	\$13,925	\$990
Bid Management	\$30,000	8 @ \$1,175	\$9,400	2 @ \$1,275	\$2,550	n/a	\$41,950	\$5,400
Business Objects Bundled	\$53,000	6 @ \$1,175	\$7,050	n/a	n/a	n/a	\$60,050	\$13,250
Business and Vendor Self Service (client hosted)	\$46,200	2 @ \$1,175	\$2,350	n/a	n/a	n/a	\$48,550	\$8,316
Citizen Self Service (client hosted)	\$58,500	2 @ \$1,175	\$2,350	n/a	n/a	n/a	\$60,850	\$10,530
Contract Management	\$28,500	8 @ \$1,175	\$9,400	2 @ \$1,275	\$2,550	n/a	\$40,450	\$5,130
Fixed Assets	\$64,000	14 @ \$1,175	\$16,450	5 @ \$1,275	\$6,375	n/a	\$103,825	\$11,520
GASB 34 Report Writer	\$27,500	6 @ \$1,175	\$7,050	n/a	n/a	n/a	\$34,550	\$5,040
General Billing	\$27,500	14 @ \$1,175	\$16,450	2 @ \$1,275	\$2,550	\$27,600	\$74,100	\$4,950
HR Management	\$44,000	18 @ \$1,175	\$21,150	6 @ \$1,275	\$7,650	n/a	\$72,800	\$7,920
Inventory	\$64,000	14 @ \$1,175	\$16,450	5 @ \$1,275	\$6,375	\$16,000	\$102,825	\$11,520
MUNIS Disaster Recovery Service	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$30,000
Munis Office	\$44,000	3 @ \$1,175	\$3,525	n/a	n/a	n/a	\$47,525	\$7,920
OS/DBA Contract Services	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$30,000
Payroll w/ESS	\$152,500	40 @ \$1,175	\$47,000	8 @ \$1,275	\$10,200	\$101,000	\$310,700	\$27,450
Project & Grant Accounting	\$40,000	10 @ \$1,175	\$11,750	5 @ \$1,275	\$6,375	n/a	\$58,125	\$7,200
Purchase Orders	\$66,000	14 @ \$1,175	\$16,450	5 @ \$1,275	\$6,375	\$9,000	\$97,825	\$11,880
Requisitions	\$46,200	18 @ \$1,175	\$21,150	5 @ \$1,275	\$6,375	n/a	\$73,725	\$8,316
Role Tailored Dashboard	\$44,000	4 @ \$1,175	\$4,700	1 @ \$1,275	\$1,275	n/a	\$49,975	\$7,920
System Admin & Security	n/a	6 @ \$1,175	\$7,050	n/a	n/a	n/a	\$7,050	n/a

# Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Consulting Days	Consulting Cost	Data Conversion	Module Total	Year One Maintenance
TCMLE								
Treasury Management	\$22,000	n/a	n/a	n/a	n/a	n/a	\$22,000	\$3,960
Tyler Forms Processing	\$46,200	8 @ \$1,175	\$9,400	5 @ \$1,275	\$6,375	n/a	\$61,975	\$8,316
Tyler GoDocs	\$12,000	n/a	n/a	n/a	n/a	n/a	\$12,000	\$3,000
Workflow Finance	\$9,000	n/a	n/a	n/a	n/a	n/a	\$9,000	n/a
Workflow HR	n/a	8 @ \$1,175	\$9,400	n/a	n/a	n/a	\$9,400	n/a
Workflow Revenue	n/a	8 @ \$1,175	\$9,400	n/a	n/a	n/a	\$9,400	n/a
Sub-Total:	\$1,264,100		\$329,000		\$94,350	\$205,400	\$1,892,850	\$290,558
Less Discount:	\$379,230						\$379,230	\$230,558
<b>TOTAL:</b>	<b>\$884,870</b>	<b>280</b>	<b>\$329,000</b>	<b>74</b>	<b>\$94,350</b>	<b>\$205,400</b>	<b>\$1,513,620</b>	<b>\$60,000</b>

## Other Services

Description	Quantity	Unit Price	Extended Price
Change Management Consulting Solution - H	1	\$110,000	\$110,000
Install Fee - New Server Install-WTN-GH(w/VS & WZ)	1	\$12,000	\$12,000
POS Cash Installation	3	\$1,000	\$3,000
Project Planning Services - H	1	\$15,000	\$15,000
Tyler Forms Financial Library - H	2	\$3,000	\$6,000
Tyler Forms General Billing Library - H	2	\$2,500	\$5,000
Tyler Forms Human Resources Library - G	2	\$3,000	\$6,000
Tyler Forms Processing - Configuration - H	3	\$1,000	\$3,000
Tyler Look-Up - Additional Design	1	\$100	\$100
Tyler Look-Up - Flat Fee	1	\$2,195	\$2,195
Tyler PO Distribution - Level 4	1	\$2,500	\$2,500
WBE - 3rd Party Report Writing	1	\$40,000	\$40,000
WBE - 3rd Party Full Time PM	1	\$250,000	\$250,000
<b>TOTAL:</b>			<b>\$454,795</b>

## Conversion

Description	Amount
AC Opt 1 - Actuals	\$7,000
AC Opt 2 - Budgets	\$7,000

# Conversion

Description	Price
AC Standard COA	\$8,000
AP Opt 1 - Checks	\$6,800
AP Standard Master	\$6,000
FA Opt 1 - History	\$7,000
FA Std Master	\$10,000
GB Opt 1 - Recurring Invoices	\$10,000
GB Opt 2 - Bills	\$12,000
GB Std CTD	\$5,600
IN Opt 1 - Commodity Codes	\$6,000
IN Std Master	\$10,000
PR Payroll - Option 1 Deductions	\$9,000
PR Payroll - Option 10 Certifications	\$10,000
PR Payroll - Option 11 Education	\$10,000
PR Payroll - Option 2 Accrual Balances	\$8,000
PR Payroll - Option 3 Accumulators	\$7,000
PR Payroll - Option 4 Check History	\$9,000
PR Payroll - Option 5 Earning/Deduction Hist	\$13,000
PR Payroll - Option 6 Applicant Tracking	\$8,000
PR Payroll - Option 7 PM Action History	\$8,000
PR Payroll - Option 8 Position Control/History	\$10,000
• RR Payroll - Standard	\$9,000
Purchase Orders - Standard	\$9,000
<b>TOTAL:</b>	<b>\$205,400</b>

# 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Total Price	3rd Party Maintenance	Total Year One Maintenance
JIS Site License	1	\$68,250	\$68,250	\$13,650	\$13,650
DELL Cash Station-Complete excluding scanner	12	\$4,300	\$51,600	n/a	n/a
Hand Held Scanner-Model 4600G	12	\$385	\$4,620	n/a	n/a
Tyler Secure Signature Key with System	2	\$0	\$0	n/a	n/a
Tyler Secure Signature System - 11/07	2	\$1,500	\$3,000	n/a	n/a
Tyler Secure Signature System- Additional	2	\$150	\$300	n/a	n/a

### 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Total Price	Unit Maintenance	Total Year One Maintenance
3rd Party Hardware Sub-Total:			\$59,520		\$0
3rd Party Software SubTotal:			\$68,250		\$13,650
3rd Party Services Sub-Total:			\$0		\$0
<b>TOTAL:</b>			<b>\$127,770</b>		<b>\$13,650</b>

### Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$884,870	\$60,000
Total Tyler Services	\$1,083,545	\$0
Total 3rd Party Hardware, Software and Services	\$127,770	\$13,650
<b>Summary Total</b>	<b>\$2,096,185</b>	<b>\$73,650</b>

### Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

For the Tyler software products; upon payment in full of the license fees, you will receive a perpetual site license, however, related third party products may be licensed annually and per concurrent user, not unlimited seat license. On an ongoing basis, you will also be responsible for any related third party fees, including those associated with the addition of users to the configuration, and you shall be responsible for any increases in third party fees.

Tyler's OSDBA and Disaster Recovery Services are calculated at 25% of MUNIS annual maintenance. There is a \$2500 minimum for OSDBA and a \$5000 minimum for Disaster Recovery.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public Internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

For Emailing/Faxing through GodDoc's network/hardware changes will be necessary.

Look-up is custom programming to allow various forms to be printed from one Munis printer definition. The look-up coding will review the GL Account Information (for AP or EFT) or Department Code for PO's and apply the proper heading and back account information on the fly. Each additional form with look-up is \$100 each.

The alternative is to simply use additional forms; most financial forms are \$500 each. A cost saving is recognized when using look-up at 6 forms.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

**Optional Tyler Software & Related Services - not included in Totals**

Description	License	Impl. Days	Impl. Cost	Consulting Days	Consulting Cost	Data Conversion	Module Total	Year One Maintenance
Employee Expense Reimbursement	\$24,000	6 @ \$1,175	\$7,050	3 @ \$1,275	\$3,825	n/a	\$34,875	\$4,320
Sub-Total:	\$24,000		\$7,050		\$3,825	\$0	\$34,875	\$4,320
Less Discount:			\$7,200				\$7,200	
<b>TOTAL:</b>	<b>\$16,800</b>	<b>6</b>	<b>\$7,050</b>	<b>3</b>	<b>\$3,825</b>	<b>\$0</b>	<b>\$27,675</b>	<b>\$4,320</b>

Customer Approval: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

# Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maintenance Discount	Year One Maintenance Net	Impl Net	Consulting Net
Accounting/GL/BG/AP	\$255,000	\$76,500	\$178,500	\$45,900	\$45,900	\$0	35 @ \$1,175	12 @ \$1,275
Accounts Receivable	\$58,500	\$17,550	\$40,950	\$10,530	\$10,530	\$0	14 @ \$1,175	5 @ \$1,275
Applicant Tracking	\$20,000	\$6,000	\$14,000	\$3,600	\$3,600	\$0	7 @ \$1,175	4 @ \$1,275
BMI Asset Track Interface	\$5,500	\$1,650	\$3,850	\$990	\$990	\$0	5 @ \$1,175	2 @ \$1,275
Bid Management	\$30,000	\$9,000	\$21,000	\$5,400	\$5,400	\$0	8 @ \$1,175	2 @ \$1,275
Business Objects Bundled	\$53,000	\$15,900	\$37,100	\$13,250	\$13,250	\$0	6 @ \$1,175	n/a
Business and Vendor Self Service (client hosted)	\$46,200	\$13,860	\$32,340	\$8,316	\$8,316	\$0	2 @ \$1,175	n/a
Citizen Self Service (client hosted)	\$58,500	\$17,550	\$40,950	\$10,530	\$10,530	\$0	2 @ \$1,175	n/a
Contract Management	\$28,500	\$8,550	\$19,950	\$5,130	\$5,130	\$0	8 @ \$1,175	2 @ \$1,275
Fixed Assets	\$64,000	\$19,200	\$44,800	\$11,520	\$11,520	\$0	14 @ \$1,175	5 @ \$1,275
GASB 34 Report Writer	\$27,500	\$8,250	\$19,250	\$5,040	\$5,040	\$0	6 @ \$1,175	n/a
General Billing	\$27,500	\$8,250	\$19,250	\$4,950	\$4,950	\$0	14 @ \$1,175	2 @ \$1,275
HR Management	\$44,000	\$13,200	\$30,800	\$7,920	\$7,920	\$0	18 @ \$1,175	6 @ \$1,275
Inventory	\$64,000	\$19,200	\$44,800	\$11,520	\$11,520	\$0	14 @ \$1,175	5 @ \$1,275
MUNIS Disaster Recovery Service	n/a	n/a	n/a	\$30,000	\$0	\$30,000	n/a	n/a
Munis Office	\$44,000	\$13,200	\$30,800	\$7,920	\$7,920	\$0	3 @ \$1,175	n/a
OS/DBA Contract Services	n/a	n/a	n/a	\$30,000	\$0	\$30,000	n/a	n/a
Payroll w/ESS	\$152,500	\$45,750	\$106,750	\$27,450	\$27,450	\$0	40 @ \$1,175	8 @ \$1,275
Project & Grant Accounting	\$40,000	\$12,000	\$28,000	\$7,200	\$7,200	\$0	10 @ \$1,175	5 @ \$1,275
Purchase Orders	\$66,000	\$19,800	\$46,200	\$11,880	\$11,880	\$0	14 @ \$1,175	5 @ \$1,275
Requisitions	\$46,200	\$13,860	\$32,340	\$8,316	\$8,316	\$0	18 @ \$1,175	5 @ \$1,275
Role Tailored Dashboard	\$44,000	\$13,200	\$30,800	\$7,920	\$7,920	\$0	4 @ \$1,175	1 @ \$1,275
System Admin & Security	n/a	n/a	n/a	n/a	n/a	n/a	6 @ \$1,175	n/a
TCM LE	\$22,000	\$6,600	\$15,400	\$3,960	\$3,960	\$0	n/a	n/a
Treasury Management	\$46,200	\$13,860	\$32,340	\$8,316	\$8,316	\$0	8 @ \$1,175	5 @ \$1,275
Tyler Forms Processing	\$12,000	\$3,600	\$8,400	\$3,000	\$3,000	\$0	n/a	n/a
Tyler GoDocs	\$9,000	\$2,700	\$6,300	n/a	n/a	\$0	8 @ \$1,175	n/a
Workflow Finance	n/a	n/a	n/a	n/a	n/a	n/a	8 @ \$1,175	n/a
Workflow HR	n/a	n/a	n/a	n/a	n/a	n/a	8 @ \$1,175	n/a
Workflow Revenue	n/a	n/a	n/a	n/a	n/a	n/a	8 @ \$1,175	n/a
<b>TOTAL:</b>	<b>\$1,264,100</b>	<b>\$379,230</b>	<b>\$884,870</b>	<b>\$290,558</b>	<b>\$230,558</b>	<b>\$60,000</b>		

## Section B - Software License Agreement

### 1. License Grant.

- a) Upon the Effective Date of this Agreement, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products and related interfaces (collectively, the "Tyler Software Products") and Tyler user manuals for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Application Software License Fees in full. Upon Client's payment in full for the Tyler Software Products, this license shall become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of the Tyler Software Products and user manuals.
- c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date of this Agreement.
- d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- e) Client acknowledges and agrees that the Tyler Software Products and user manuals are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use commercially reasonable efforts to keep the Tyler Software Products and user manuals confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or user manuals by any party.
- f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warranty the Tyler Software Products shall be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- g) Client may make copies of the Tyler Software Products for archive purposes only. Client will repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler user manuals for internal use only.
- h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client shall pay the annual beneficiary fee directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.
2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Application Software License Fees set forth in the Investment Summary.
3. Verification of the Tyler Software Products.  
Client will select one (1) of the following two (2) options within thirty (30) days of installation by providing written notice to Tyler in accordance with Article 15 of Section F:
  - a) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Tyler will verify the Tyler Software Products by demonstrating to Client that the Tyler Software Products perform all of the functions set forth in Exhibit 1 - Verification Test, which demonstration shall constitute verification that the Tyler Software Products substantially conform to the then-current Tyler user manuals and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client; or
  - b) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Client may use its own process to verify that the Tyler Software Products perform all of the functions set forth in Exhibit 1 - Verification Test, which shall constitute verification that the Tyler Software Products substantially conform to the then-current Tyler user manuals and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client.
- c) Verification as described herein shall be final and conclusive except for latent defect, fraud, and a gross mistake that amounts to fraud. In the event verification is not final and conclusive, pursuant to this paragraph, Tyler shall correct the cause thereof. In the event Tyler cannot correct the cause thereof, Client may invoke its rights under Article 4 Limited Warranty of Section B - Software License Agreement.
- d) Tyler shall promptly correct any functions of the Tyler Software Products that failed verification.
4. Limited Warranty. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will substantially conform to the then-current Tyler user manuals and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client.

conflict between the afore-mentioned documents, the then-current Tyler user manuals shall control. If the Tyler Software Products do not perform as warranted, Tyler will use commercially reasonable efforts, consistent with industry standards, to cure the defect in accordance with Exhibit 2 - Support Call Process. Should Tyler be unable to cure the defect, Tyler will then, using commercially reasonable efforts, attempt to obtain a replacement product for the Client's use. Should Tyler be unable to obtain a replacement product, Client shall be entitled to a refund of the Application Software License Fee paid for the defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the effective date of this Agreement.

5. Intellectual Property Infringement Indemnification. Tyler will defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product infringes that party's patent, copyright or other intellectual property right issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that Tyler pre-approves in writing, provided that Client promptly notifies Tyler in writing of any such claim, gives Tyler reasonable cooperation, information, and assistance in connection with it, and consent to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim. Tyler will not be obligated under this section if the infringement results from: (i) Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had you used the current version of the Tyler Software Product; (ii) Client's combining the Tyler Software Product with devices or products not provided by Tyler; (iii) use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim; (iv) corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product; (v) use of the Tyler Software Product by any person or entity other than Client or Client's employees; or (vi) Client's willful infringement. In the event a Tyler Software Product is finally determined to be infringing and its use by Client is enjoined, Tyler shall attempt to procure for Client the right to continue using the infringing Tyler Software Products. If unable to make such procurement, Tyler shall attempt to modify or replace the infringing Tyler Software Products so that it becomes non-infringing. If unable to modify or replace as so described, Tyler shall finally terminate Client's license for the infringing Tyler Software Product and refund to Client the Application Software License Fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date of this Agreement. Tyler shall have no liability hereunder if (i) Client modified a Tyler Software Product without Tyler's prior written consent and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement, (ii) Client continues using the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder, or (iii) the infringement would have been avoided by Client's use of the most current version of the Tyler Software Products. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

6. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the Application Software License Fees set forth in the Investment Summary. Such Application Software License Fees reflect and are set in reliance upon this limitation of liability.

### **Section C - Professional Services Agreement**

1. Services. Tyler shall provide the services set forth in the Investment Summary at Client's election, including installation, consulting, implementation, conversion, and programming.

2. Professional Services Fees.

a) Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Implementation services shall be invoiced in half-day and full-day increments.

b) Upon the completion of each service day or group of days, Tyler will present a Customer Service Report to Client.

Client shall either sign the report indicating acceptance of the service day and its subsequent billing, or not sign the report and note reasons for Client's non-acceptance of the service day. This acceptance is final.

c) Verification in accordance with Article 3 Verification of the Tyler Software Products (a) of Section B - Software License Agreement shall be billable to

- Client at the rate for Implementation services set forth in the Investment Summary.
- d) Payment is due within forty five (45) calendar days of invoice receipt.
  - e) Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.
  3. Additional Services. Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary shall be billed at Tyler's then current rates.
  4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the Consulting, Implementation, Conversion, and Other Professional Services fees set forth in the Investment Summary. Such fees reflect and are set in reliance upon this limitation of liability.
  5. Cancellation. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel.

#### **Section D - Maintenance Agreement**

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.
2. Term of Agreement. This Maintenance Agreement is effective on installation of the Tyler Software Products and shall remain in force for a one (1) year term. Upon expiration of this Maintenance Agreement, Client may renew the Maintenance Agreement for subsequent one (1) year periods at the then-current Application Software Maintenance Fees.
3. Payment.
  - a) Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Article 5 of Section D Maintenance Agreement, including materials and expenses, shall be billed to Client at Tyler's then current rates.
  - b) Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Application Software Maintenance Fees within sixty (60) calendar days of the due date. Tyler will reinstate maintenance services upon Client's payment of the overdue Application Software Maintenance Fees.
4. Maintenance Services Terms and Conditions.
  - a) For as long as a current Maintenance Agreement is in place, Tyler shall, in a professional, good and workmanlike manner, perform its obligations set forth in the Support Call Process document attached hereto as Exhibit 2 in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void.
  - b) Tyler shall provide telephone support on the Tyler Software Products. Tyler personnel will accept telephone calls during the hours set forth in Exhibit 2 - Support Call Process.
  - c) Tyler shall continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler user manuals.
  - d) Tyler shall maintain personnel that is appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
  - e) Tyler shall provide Client with all releases Tyler makes to the Tyler Software Products. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.
  - f) Client acknowledges and agrees that Tyler reserves the right to cease supporting a prior release of the Tyler Software Products six (6) months after shipping a new release of the Tyler Software Products.
5. Limitations and Exclusions. Application Software Maintenance Fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an environment

system or hardware, and support outside Tyler's normal business hours.

6. Client Responsibilities.

- a) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
- b) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PCs and server. Tyler strongly recommends that Client also maintain a modem connectivity (including PC-Anywhere, if necessary) for backup connectivity purposes. In the event Client uses the Tyler Software Products on a Windows platform, Client shall maintain a modem connection through PC-Anywhere. Tyler, at its option, shall use the connection to assist with problem diagnosis and resolution.
7. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the Application Software Maintenance Fees paid to Tyler during the twelve (12) months prior to the claim. Such Application Software Maintenance Fees reflect and are set in reliance upon this limitation of liability.

**Section E - Third Party Product Agreement**

1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the Third Party Products set forth in the Investment Summary ("Third Party Products").
2. License of Third Party Products.
  - a) Upon Client's payment in full of the System Software License Fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the Third Party Products and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
  - b) The developer of the Third Party Products (each a "Developer", collectively "Developers") shall retain ownership of the Third Party Products.
  - c) The right to transfer the Third Party Products to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.
  - d) Client acknowledges and agrees that the Third Party Products and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the Third Party Products and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the Third Party Products and related documentation by any party.
  - e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Third Party Products.
  - f) Client may make copies of the Third Party Products for archive purposes only. Client will repeat any and all proprietary notices on any copy of the Third Party Products. Client may make copies of the documentation accompanying the Third Party Products for internal use only.
3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.
4. Installation and Acceptance. Unless otherwise noted in Addendum A or in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, Client shall obtain from Tyler a certification of completion, or similar document, which shall constitute Client's acceptance of the Third Party Products. Such acceptance shall be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.
5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.
6. Warranties.
  - a) Tyler is authorized by each Developer to grant licenses or sublicenses to the Third Party Products.

- b) Tyler warrants that each Third Party Product shall be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each Third Party Product shall be free and clear of all liens and encumbrances arising through Tyler.
  - c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.
7. Maintenance.
- a) In the event Client elects not to purchase through Tyler maintenance services on the Third Party Products, it shall be the responsibility of Client to repair and maintain the Third Party Products and purchase enhancements as necessary after acceptance.
  - b) In the event Client elects to purchase through Tyler maintenance services on the Third Party Products, Tyler will facilitate resolution of a defect in a Third Party Product with the Developer.
  - c) In the event the Developer charges a fee for future Third Party Software release(s), Client shall be required to pay such fee.
8. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the License Fee/Purchase Price of the Third Party Products. Such prices are set in reliance upon this limitation of liability.

#### **Section F - General Terms and Conditions**

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date of this Agreement, in accordance with Article 15 of Section F General Terms and Conditions. In such event, Client shall be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client shall provide Tyler with Client's tax-exempt certificate.
2. Invoice Dispute.
  - a) In the event Client believes products or services do not conform to warranties in this Agreement, Client shall provide written notice to Tyler within fifteen (15) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler shall provide a written response to Client that shall include either a justification of the invoice or an adjustment to the invoice. Tyler and Client shall develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client shall remit full payment of the invoice.
  - b) Any invoice not disputed as described above shall be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.
3. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force majeure. Force majeure may be declared as a result of extreme and unseasonable weather conditions, natural disasters, catastrophic events, mass casualties to persons or significant destruction of property, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay.  
Force majeure shall not be allowed unless:
  - a) Within five (5) business days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.

b) Within ten (10) business days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation. Either party shall have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph shall not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

#### 4. Indemnification.

a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising from Tyler's negligence or willful misconduct. Tyler shall not be liable to the degree or extent of damages, loss, or expense determined to be the fault of the Client.

b) Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising from Client's negligence or willful misconduct. Client shall not be liable to the degree or extent of damages, loss, or expense determined to be the fault of Tyler.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. Client will notify Tyler in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of Tyler's receipt of written notice from Client, the following procedure shall apply:

a) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual shall be of sufficient knowledge and experience to understand and deal with the dispute but shall not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.

b) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution shall be in writing and signed by both parties. Such resolution shall constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute may, after agreement by both parties, be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

Nothing in this Article shall prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

8. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of Client's state of domicile. Any legal action brought to enforce any provision of obtain any interpretation of this Agreement or for other relief shall be brought in a State or Federal court of competent jurisdiction over the parties in Bridgeport, Connecticut.

9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

10. Severability. If any term or provision of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11. Modification. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

12. Termination.

a) Termination for Convenience. In the event of Client's termination of this Agreement for convenience, Client shall provide Tyler with thirty (30) days' advance written notice of Client's intent to terminate this Agreement. Client shall pay Tyler for products, services and expenses delivered or incurred prior to

the date Tyler received Client's notice of termination.

- b) Termination for Cause. In the event of Tyler's failure to perform under this Agreement, Client shall immediately notify Tyler in writing of such failure and allow Tyler a thirty (30) day period in which to cure such failure. If, at the end of the cure period, Tyler has not cured such failure, Client will have the right to terminate this Agreement. Upon such termination, Client shall pay Tyler for all products, services, and expenses not in dispute which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for products, services, and expenses in dispute will be determined in accordance with the dispute resolution process.
13. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.
14. No Assignment. Neither party will not assign its rights and responsibilities except that Tyler may, without the prior express written consent of the Client, assign the award or the mutually negotiated contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets.
15. Notices. All notices or communications required or permitted as a part of this Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:
  - 1) Actually received,
  - 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party or
  - 3) If not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies Inc.	Client: City of Bridgeport
370 U.S. Route One	45 Lyon Terrace
Falmouth, ME 04015	Bridgeport, CT 06604
Attention: Contracts Manager	Attention: Michael Feeney

16. Independent Contractor. This is not an Agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

17. Insurance. Prior to performing services under this Agreement, Tyler shall provide Client with original certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
  - b) Automobile liability of at least \$1,000,000;
  - c) Professional liability of at least \$1,000,000; and
  - d) Workers compensation complying with statutory requirements.
- e) Tyler shall name the City of Bridgeport, its appointed and elected officials, department heads, employees and agents as additional insured on its Commercial general liability and Automobile policies.
- f) The Client shall be entitled to receive from Tyler's Insurance Agent not less than 30 days' prior written notice of cancellation or non-renewal.
18. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. For the purposes of this Agreement, information shall be deemed to be confidential if it has been identified as being proprietary and/or confidential or if such information would reasonably be deemed to be proprietary and/or confidential based upon the nature of the circumstances surrounding its disclosure or receipt.

The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality shall not apply to:

- (a) information that at the time of the disclosure is in the public domain;
  - (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
  - (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure;
  - (d) information that a party receives from a third party who has a right to disclose it to that party; or
  - (e) information that is subject to Freedom of Information Act requests or is otherwise subject to disclosure under the force of law, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law; provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of such confidential information. The
19. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.
20. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.
21. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice.
22. Shipping. Delivery shall be F.O.B. shipping point.
23. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date of this Agreement and will provide Tyler with the necessary paperwork and/or contact information.
24. Contract Documents and Order of Precedence. This Agreement includes the Proposal and the Client's Request for Proposal as Exhibits 5 and 6, respectively. In the event of conflict, Sections A-F, Addendum A, and Exhibits 1-4 control with respect to Exhibits 5 and 6. In the event of conflict between Exhibits 5 and 6, Exhibit 5 controls.

## Addendum A

The following are clarifications and/or modifications to the Agreement. In the event of a conflict between Addendum A and the Agreement, Addendum A shall prevail.

### 1. Payment Terms.

- a) Tyler shall invoice Client \$221,217.50 upon the Effective Date. Such amount equals 25% of the Software fees.
  - b) Tyler shall invoice Client \$540,685 when Tyler has made the Tyler Software Products available to Client for downloading. Such sum equals:  
50% of the Software fees (\$442,435)  
100% of the System Software fees (\$68,250)  
100% of the year 1 OS/DBA Contract Services fee (\$30,000)
  - c) Tyler shall invoice Client Hardware fees of \$3,300 upon delivery of the Secure Signature Hardware.
  - d) Tyler shall invoice Client Hardware fees of \$56,620 upon delivery of the Dell Cash Stations and the Hand Held Scanners.
  - e) Tyler shall invoice Client \$13,650 upon installation of the Tyler Software Products. Such amount equals 100% of the year 1 maintenance fee for 4JS.
  - f) Tyler shall invoice the Project Planning Services fee of \$15,000 upon delivery of the initial Project Plan.
  - g) Tyler shall invoice Client \$221,217.50 upon verification of the Tyler Software Products in accordance with Article 3 of Section A Software License Agreement ("Verification") Such amount equals 25% of the Software fees. Unless Client notifies Tyler in writing that the Tyler Software Products have failed Verification, Verification will be deemed to have occurred ninety (90) days from the date Tyler makes the Tyler Software Products available to Client for downloading.
  - h) Tyler shall invoice the Client the first fifty percent (50%) of the Change Management fee (\$55,000) upon the Effective Date of this Agreement. Tyler will invoice the Client for the remaining fifty percent (50%) of the Change Management fee (\$55,000) upon completion of the service.
  - i) Tyler shall invoice the Client for one year of Full Time Project Management Services, (not to exceed 200 days) on a monthly basis (\$20,833.33 per month) commencing on the Effective Date of this Agreement.
  - j) Unless otherwise indicated, Tyler shall invoice Client fees for Services, plus expenses, if and as provided/incurred.
  - k) Tyler shall invoice Client the year 1 Disaster Recovery fee of \$30,000 upon receipt by Tyler of Client's data.
2. Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. Tyler's current Business Travel Policy is attached hereto as Exhibit 3.
  3. Payment is due within forty-five (45) days of the invoice date.
  4. The year 1 Maintenance fees of \$230,558 for the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Subsequent annual Maintenance fees will be due on the anniversary of the installation date of the Tyler Software Products.
  5. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Worker's Compensation Stipulation between the City  
of Bridgeport and Mark Fabrizi

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**Report  
of  
Committee  
on**

**Miscellaneous Matters**

**Submitted: January 5, 2009 (OFF THE FLOOR)**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_



City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

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

170-07

**BE IT RESOLVED**, that the City Attorney, or Associate City Attorney, be authorized, empowered and directed to enter into on behalf of the City of Bridgeport, Stipulations with **Mark Fabrizi** upon approval by the Workers Compensation Commissioner of the Fourth District, and the City shall pay the said employee the sum provided for in the Stipulation.

<u>NAME</u>	<u>AMOUNT</u>
Mr. Mark Fabrizi	\$ 40,000.00

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

\_\_\_\_\_  
AmyMarie Vizzo-Paniccia, Co-Chairman

\_\_\_\_\_  
Warren Blunt, Co-Chairman

\_\_\_\_\_  
Richard M. Paoletto, Jr.

\_\_\_\_\_  
Denese Taylor-Moye

\_\_\_\_\_  
Daniel Martinez

\_\_\_\_\_  
Susan T. Brannelly

\_\_\_\_\_  
Robert Walsh

Council Date: January 5, 2009 (OFF THE FLOOR)