

**CITY OF BRIDGEPORT  
CONTRACTS COMMITTEE  
SPECIAL MEETING  
FEBRUARY 29, 2016**

**ATTENDANCE:** Jack Banta, Co-Chair; Jeanette Herron, Co-Chair; Richard Salter; Anthony Paoletto; Milta Feliciano; Alfredo Castillo

**MISCELLANEOUS:** Kathryn Bukovsky; Denese Taylor-Moye; Jose Casco; M. Evette Brantley; Lenny Grimaldi; Joseph Gaudett, Chief of Police; Chris Meyer, City Attorney; Thomas McCarthy, Council President; Mark Anastasi, Associate City Attorney; Rev. Mary McBride-Lee; Nessah Smith; Scott Burns; Rev. John Olson; Michelle Lyons; Aidee Nieves; Eneida Martinez; Ken Flatto, Finance Director; Mayor Joseph P. Ganim

**CALL TO ORDER**

Co-Chair Herron called the meeting to order at 5:40 PM. A quorum was present.

**AGENDA**

**61-15 Proposed Contract for Professional Services with Joseph L. Gaudett, Jr.**

Atty. Meyer came forward and stated that those presenting would be present in 10 minutes, bringing copies for the seated committee members.

Atty. Anastasi came forward with a revised contract for the seated committee members and present council members.

Co-Chair Herron asked that they highlight the changes in the contract for those seated.

Atty. Anastasi noted two essential changes from the previous document:

1. Page One: A slight modification at the bottom of the change, last paragraph, identifying in greater and more accurate detail the qualifications and experience of Mr. Gaudett to perform in this function.
2. Page Two, Paragraph Six: Added language on the first line that is consistent with City contracts with outside vendors “this agreement may be determined with the City.... lack of funding.”

The Chair advised Atty. Anastasi that when the committee is presented with changes in a document, those presenting need to be able to answer Council Members' questions related to said changes.

Council Member Feliciano requested that the committee be given time to review the changes in the contract before voting. She stated that she was able to identify another change on the first page that was unmentioned, and while it is only a sentence, there have been issues in the past when the committee has not meticulously checked documents for changes.

The Chair declared a break for the committee members to familiarize themselves with the new contract. The break began at 5:45 PM and ended at 6:00 PM.

Council Member Feliciano asked Atty. Anastasi to elaborate on how the new contract compensation time period of 240 days was decided upon. Atty. Anastasi stated that the number is the result of negotiations between Atty. John Bohannon and Chief Gaudett's attorney. Council Member Feliciano asked why there are 120 days of non-coverage. Atty. Anastasi stated that the position is primarily independent and involves offering technical support, supervision, expertise, making proposals and creating efficiency initiatives. He stated that thus, they did not foresee needing Chief Gaudett for the additional time. Council Member Feliciano asked if Chief Gaudett, as a contractor, would receive 12 paid holidays like regular City employees. Atty. Anastasi stated that he wasn't sure if this was in Mr. Gaudett's contract, but that he did know that Mr. Gaudett is contracted to work roughly 5 day work weeks for 48 weeks. Council Member Feliciano reiterated her question regarding holidays off. Atty. Anastasi stated that Mr. Gaudett will receive a payment of \$125,000 a year, with a minimum number of days he was to work. Council Member Feliciano posed the question in the context of overtime, asking if Mr. Gaudett would receive additional pay, should he decide or need to work on a holiday, such as Christmas. Atty. Anastasi stated that, as Mr. Gaudett is not an employee, he will not receive overtime or holiday pay. He will instead receive a flat fee, with no designation of what times of the day he works, or days of the week. Rather, the required days will provide a framework to provide how much work is expected. Council Member Feliciano asked for confirmation that he would work 240 days and not receive holidays off or receive overtime fee. Atty. Meyer answered in the affirmative, stating if Chief Gaudett chose to work on a holiday, he would not receive overtime or holiday pay.

The Chair asked if, in the event of an emergency and in light of the straight salary, if Chief Gaudett could be called upon to assist in such situations. Atty. Anastasi stated that the amount paid is a flat fee, and that his contract works under the understanding that the Chief will be on the job working as necessary. He stated that he is required to work this amount of time, but this doesn't prevent him from putting in more time if required.

Council Member Martinez asked if the committee members could receive copies of all the state statutes cited. Atty. Anastasi stated that the contract refers to all Connecticut State laws, and that it means, should there be a dispute, it will be tried in Connecticut using Connecticut laws. Council Member Martinez asked if, as the state law bidding process appears to be circumvented, the contract is ethical, despite not bidding for services. Atty. Anastasi stated that this applies to City Purchasing Ordinance Regulations rather than the state law bidding process, and that the contract has been approved by those regulations. Council Member Martinez asked if the position was bid in the past or if it was a civil service position. Atty. Anastasi stated that this was not a position in the past, nor is it a position now, but a contract consulting position. Council Member Martinez asked how the City chose this type of employment, and asked if it would create liability in regards to whoever functioned in this position previously. Atty. Anastasi stated that the services Chief Gaudett will be providing weren't necessarily provided to the City in the past. He stated that the position will create savings in other positions, and will allow an Assistant Fire Chief to return to the Fire Department from the EOC, as the Chief will serve as a uniformed presence. Atty. Anastasi stated that there may be future reorganization, allowing them to redeploy or not fill positions as a result of increased effectiveness. Council Member Martinez asked how the \$125,000 salary was calculated and how it compares to previous holders of this position. Atty. Anastasi stated that there was no previous holder of the position, and that the amount was the result of a negotiation between the Chief's counsel and the administration. He stated that the amount is born out of a desire to appropriately compensate for the value of what is being provided.

Council Member Taylor-Moye noted the unique qualities the Chief possesses to do the job well, and asked why the position is a contract rather than employment. She stated that the City has not said anything she would feel happy with regarding the contract, and that they as Council Members need to be able to answer questions for their constituents. She stated that the document feels last minute, and asked that the Chief be allowed to speak to the contract. Atty. Anastasi stated that, when the Chief does speak, he will reference the skills and experience he brings to the table, and that the City will have a high level chief executive in the form of the Chief. Council Member Taylor-Moye stated that the position was drawn up for the purpose of giving a specific qualified person a position. Atty. Anastasi stated that the Chief's breadth and range of experience in the field is essential to his value. Council Member Lyons asked about the Chief's work in a communications capacity. Atty. Anastasi stated that the Chief served as the Department's representative when the EOC center was being created and modernized. Council Member Lyons asked why the position is a consultancy rather than an employee position, seeing as Mr. Gaudett is already a Chief and City employee. Atty. Anastasi stated that creating a job title will create a permanent expectancy. Council Member Lyons asked how his new position is different in a communications capacity from the duties he was performing before. Atty. Anastasi stated that the Chief will be providing a different level of service from before, and that a contract position is more appropriate because there is a fixed tenure for the job. He stated that the position is intended for a defined scope rather than a permanent position.

Council Member Brantley inquired about the Assistant Fire Chief currently operating at the EOC. Atty. Anastasi stated that the Assistant Fire Chief was deployed to provide a uniformed presence at the EOC. Council Member Brantley questioned the Chief's comfort with the relative ease of ending a contract position versus an employee position. Atty. Anastasi stated that the Chief and his attorney are comfortable with the contract. Council Member Brantley inquired about Scott Appleby's current functions, and Atty. Anastasi stated, to his knowledge, Mr. Appleby is currently performing his regular duties.

Council Member Bukovsky stated, after looking at the purchasing process ordinance, that there are two exceptions that can waive the formal bidding process for professional services- (a) critical emergency or (b) if only one qualified person can be identified through serious efforts. She stated that she was uncertain whether these requirements had been truly met, and asked if the purchasing agent who signed off on the waiver was present. Atty. Anastasi stated that the agent was not present, but that he could provide a copy of the signed document, and that both of the requirements were justified. Council Member Bukovsky asked what reasonable efforts were made to satisfy requirement (b). Atty. Anastasi stated that no one possess the experience that Chief Gaudett has with the CAD Center and Department. Council Member Bukovsky asked what the justification was for requirement (a). Atty. Anastasi stated that it results from a desire to deal with ongoing fiscal crisis, and that the \$125,000 flat fee without benefits will create a savings of roughly \$300,000. He stated that this could allow for reorganization within the department and help both operationally and financially.

Council Member Feliciano asked how the positions would save the City money specifically. Atty. Anastasi stated that the Chief's new position will allow the Assistant Fire Chief to go back to his Department, allowing him to complete tasks that may have been done by other people in the department and decrease the amount of overtime payment. Council Member Feliciano expressed her skepticism regarding the savings when the \$125,000 flat fee would be added to the Fire Department budget line. Council Member Feliciano asked, as there are vacant positions at the moment, where the money for the position is going to be drawn from. Atty. Anastasi stated that he has no idea where the money is coming from, that it is somewhere in the City's coffers, but that he was not the head of finance. Council Member Feliciano stated that savings aren't assured if they cannot definitively say where the money is coming from, and what it previously would have been used for.

The Chair asked Chief Gaudett to speak to the matter.

Chief Gaudett stated that he had only seen the new document about 30 minutes prior. He stated that after speaking with his lawyer, that the document is acceptable to him. He stated that he believes he can bring value to this position, and that he is excited to work with emergency management and communications, consolidating operations and making the operations run more smoothly. Chief Gaudett stated that he was initially concerned about the independent contract position, but that he does have a retirement package under Police Pension Plan B. He stated that

while he will miss being a City employee, he appreciates the opportunity to take on a new role for the City and work with the administration. In regards to the funding question, he stated that he was told the City would be entering into the agreement with the expectation that it would be fully-funded for 3 years, with a 4th and 5th year renewal at his option.

Council President McCarthy noted a misstatement by Atty. Anastasi regarding the replacement of a uniformed Assistant Fire Chief with a uniformed presence. Atty. Anastasi clarified that this was not meant to indicate a uniformed police officer, but rather an executive level presence and expertise. Council President McCarthy stated that the position does not look like an independent contractor, and asked Atty. Anastasi to expand upon the reasoning for this designation. Atty. Anastasi stated that the intent of both parties is for the position to be an independent contractor relationship, and that it is clearly not an employment position. Council President McCarthy asked for specifics regarding the Chief's duties, specifically whether he will be directly supervising City employees. Atty. Anastasi stated that the specifics are open to some interpretation, and directed the present individuals to the Duties and Scope of Services section of the contract. Atty. Anastasi stated that the expectation is that Chief Gaudett will be operating through an appropriate chain of command. Council President McCarthy stated, for the record, that he is deeply concerned about the independent contractor aspect of the contract, and that the way it is described in the document, Chief Gaudett is an employee in all but name. Council President McCarthy further stated that he agreed with Council Member Bukovsky's earlier point, and that he felt the requirements of the waiver were not met. Atty. Anastasi stated that the urgency of the budget gap is sufficient to justify requirement (a). Council President McCarthy stated that the basic premise of the deal, if both the administration and Chief are in favor, is acceptable, but that he believes they are incorrect in their line of justification for the bid waiver. He further stated that he believed the way they got the deal done was incorrect.

Council President McCarthy stated that at 6:30 PM, the Public Speaking portion of the City Council Meeting would begin, and thus they would either have to recess the meeting, make a decision or make the constituent speakers wait.

Atty. Anastasi stated that Atty. Meyer asked that he stress that whoever else could be considered with broad and general experience cannot come close to matching the experience Chief Gaudett has in regards to experience with the City of Bridgeport, as well as its personnel, function, history, and technology. Council President McCarthy noted that the statement goes to his earlier assertion, and asked what efforts were made to find a suitable candidate. Atty. Anastasi stated that the position was deemed to fit under both criteria under the bid exception.

Council Member McBride-Lee stated that her paramount concerns were the Chief's feelings regarding the contract, but stated that she was confident his attorneys were competent enough to address any issues.

Council Member Holloway voiced his objections regarding both the manner in which the contract was carried out, as well as the impending recess.

- \*\* COUNCIL MEMBER BANTA MOVED TO RECESS.**
- \*\* COUNCIL MEMBER SALTER SECONDED THE MOTION.**
- \*\* MOTION PASSED UNANIMOUSLY.**

**The meeting recessed at 6:40 PM.**

**The meeting reconvened at 8:03 PM.**

Atty. Anastasi stated that Ken Flatto was present to answer questions regarding the source of the funding for the position.

Mr. Flatto stated that there are two sources in the non-personnel areas of the funds where the amount would stem from. He stated that he spoke with Mr. Appleby, who put a freeze on all budgets. He stated that there was \$40,000 generated from supplies to printing. Mr. Flatto stated, in addition to those funds, that there have been controls put on the overtime budget. He stated that if they allocate money from the personnel non-professionals portion of the budget, there should be enough to cover the 4 month contract.

Mayor Ganim stated that following the 4 month amount, the remaining funds would appear as a line item that the Council Members would have approval of.

The Chair asked Mr. Flatto what he was aware of regarding the purchase order and process. Mr. Flatto stated, to the best of his knowledge, the process was exempt from bidding based on the sole source exemption. He further stated that the position isn't something they would ordinarily bid out, as the requirements are so intrinsically tied to the functions of the job, they only had one option for hire (Chief Gaudett).

Council Member Olson stated that the deal is political, and that it has benefits for everyone involved. He stated that the Mayor has a new police chief, Chief Gaudett has a new position, and that the City gains a great talent and vital services through Gaudett's new role.

Council Member Martinez asked for details regarding the reallocated Assistant Fire Chief. Atty. Anastasi stated that the man will be removed from his detail, returned to the apartment and assigned to performing traditional Fire Department opportunities.

Council Member Casco asked how the new independent contracting arrangement would help with the inherited deficit. Atty. Anastasi reiterated his points regarding the return of the Assistant Fire Chief, the potential for less overtime, vacancies and cost saving measures that could be posited by the Chief in his new role.

Council Member Banta asked how there could be a guarantee that the noted vacancies would not be filled. Atty. Anastasi stated that they are going into a new budget cycle for the next fiscal year, and that they will be able to decide certain elements regarding the unfilled positions.

Council Member Brantley asked for the specific vacancy titles. Atty. Anastasi stated that there is an administrative level vacancy at the EOC. Council Member Brantley asked how the consultant position differs from the current vacancy. Atty. Anastasi stated that Chief Gaudett will not be stepping into any one person's shoes, and the department does not intend to fill existing vacancies. Council Member Brantley asked if the positions would be eliminated. Atty. Anastasi stated that there will be opportunities to sub-contract and bring in consultants in various units, but that he didn't think there would be an effort to replace any one person. Council Member Brantley asked, if the positions weren't eliminated, how it could firmly be called a cost-saving measure. Atty. Anastasi stated that one of the reasons the position is being executed this way is to help bridge the budget gap.

Council Member Feliciano asked where the additional \$80,000 for Chief Gaudett's flat fee would come from. Mayor Ganim stated that this amount will be a line item for the next fiscal year (subject to the Council's review and approval), and that they only need \$40,000 for the duration of the current fiscal year. Mayor Ganim stated that he would ask Mr. Flatto to follow up with documents so it has a paper trail. Council Member Feliciano asked what the function of a city vehicle, as designated, would be to Chief Gaudett's new position. Mayor Ganim gave an example of managing a grant, and thus the Chief would have to travel. Atty. Anastasi stated, as the contract states the consultant may not bill the City for expenses, this prevents the Chief from having to pay for things like business related gas expenses.

Council Member Lyons stated that skill level is not an issue, but that her concern is regarding proper protocols and channels being followed for the bid purchasing exception. She stated that, if proper individuals did not attend the meetings, they should not go forward with the item. She stated that Mr. Flatto's blessing is fine, but the picking and choosing of ordinances and charters is highly problematic. Council Member Lyons stated that all documents and key players should have been in attendance.

Council Member Vizzo-Paniccia stated that the purchasing agent may not have been informed of the meeting, as their name was not on the form of notified individuals. She then asked if the Assistant Fire Chief's return to the engine house has been signed off on by his superiors. Atty. Anastasi stated that he didn't know, but received verbal confirmation from Chief Rooney that he'd be detailed back. Council Member Vizzo-Paniccia stated that a verbal statement will not hold up in a legal context, and stated that there needs to be a paper trail. She then asked if the spaces on page 2 of the contract were deliberate or a formatting error. Atty. Anastasi indicated the latter. Council Member Vizzo-Paniccia requested that the Council Members be supplied with copies of the sections being noted in contract, in order for them to be able to verify details.

Council Member Martinez asked who was currently the Assistant Fire Chief. Atty. Anastasi stated that he doesn't know. Council Member Martinez stated that the way it has been phrased in discussion has made it seem as if there is only one, and Atty. Anastasi confirmed there are multiple Assistant Fire Chiefs. Council Member Martinez clarified that she wanted to know who was acting on Chief Reilly's behalf as he is out on medical leave. Mayor Ganim stated that they have two rotating Assistant Fire Chiefs at present.

Council Member Taylor-Moye asked if a bidding process would be employed, should Chief Gaudett decide to leave the contract position for any reason. Mayor Ganim stated that there are probably two individuals who could fill the position, and that the EOC needs improvements in regards to call response.

Council Member Paoletto stated, on the record, that page 4 features the name "John L. Gaudett". Atty. Anastasi stated he would correct it.

Council Member Martinez stated that she is confident on Chief Gaudett's ability to take on the role with both experience and knowledge. She stated that she was comfortable knowing that Chief Gaudett is comfortable with the position.

Council Member McBride-Lee stated that she is elated the Chief has decided to stay with the City of Bridgeport. She stated that he loves his city, and that she is glad he chose a route that would not hurt the taxpayer.

The Chair thanked the Chief for his service, and thanked the Mayor for the betterment of the City. The Chief expressed his thanks.

Council Member Feliciano stated that she is unsure about not filling the positions as discussed earlier, if only in the interest of efficiency in the EOC center. She asked that the Council Members receive a report from the Chief regarding the position within 6 months. The Chief stated the he will set the metrics, and that it will then become one of the first things on the priority list.

Mayor Ganim stated that the hire of Chief Gaudett in this new role is a critical, lateral move in aiding the budgetary deficit and making emergency services more efficient.

**\*\* COUNCIL MEMBER FELICIANO MOVED TO APPROVE ITEM 61-15 PROPOSED CONTRACT FOR PROFESSIONAL SERVICES WITH JOSEPH L. GAUDETT, JR.**

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

**\*\* MOTION PASSED UNANIMOUSLY.**

**ADJOURNMENT**

- \*\* COUNCIL MEMBER BANTA MOVED TO ADJOURN.**
- \*\* COUNCIL MEMBER SALTER SECONDED THE MOTION.**
- \*\* MOTION PASSED UNANIMOUSLY.**

The meeting concluded at 8:30 PM.

Respectfully submitted,

Catherine Ramos  
Telesco Secretarial Services