

AGENDA

CITY COUNCIL MEETING

MONDAY, JUNE 16, 2014

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamation: In Recognition of Police Captain Robert Gearing for his violence reduction work within the East End and East Side Community.

City Council Citation: In Recognition of Police Captain Robert Gearing for his violence reduction work within the East End and East Side Community.

Mayoral Proclamation: The True Riders Motorcycle Club in Recognition of their charitable work and the 15th Year of "The Kids Fun Day".

City Council Citation: The True Riders Motorcycle Club in Recognition of their charitable work and the 15th Year of "The Kids Fun Day".

69-13 Public Hearing re: Proposed Resolution concerning the Disposition of City-Owned Property located at 38 Luther Street.

78-13 Public Hearing re: Proposed Resolution concerning the Disposition of City-Owned Property located at 63 Waldorf Avenue to Habitat for Humanity.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: May 12, 2014 (Special Meeting)

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

110-13 Communication from Mayor re: Proposed Resolution Adopting The Greater Bridgeport Regional Council (GBRC) Multi-Jurisdiction Natural Hazard Mitigation Plan 2014 Update, referred to Public Safety and Transportation Committee.

111-13 Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Lucinda Carson, **ACCEPTED AND MADE PART OF THE RECORD.**

112-13 Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Lamar Powell, **ACCEPTED AND MADE PART OF THE RECORD.**

113-13 Communication from Central Grants re: Grant Submission: United States Department of Justice FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation Program, referred to Public Safety and Transportation Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 115-13** Communication from Central Grants re: Grant Submission: Agreement with the City of Norwalk for the Port Security Grant Program, referred to Public Safety and Transportation Committee.
- 117-13** Communication from Mayor re: Appointment of Alfred Yazbak (D) to the WPCA Commission, referred to Miscellaneous Matters Committee.
- 118-13** Communication from Central Grants re: Grant Submission: 2014 Preventive Health and Health Services Block Grant, referred to Economic and Community Development and Environment Committee.

ITEMS FOR IMMEDIATE CONSIDERATION:

- 116-13** Communication from OPM re: Proposed Budget Modification to the FY 2013-2014 General Fund Budget: Increase Appropriation for the Board of Education (\$1,200,000) **FOR IMMEDIATE CONSIDERATION.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *68-13** Public Safety and Transportation Committee Report re: Grant Submission: State of Connecticut Department of Emergency Services and Public Protection for an Emergency Management Performance Grant (EMPG).
- *74-13** Public Safety and Transportation Committee Report re: Request that Logan Street be given the Honorary Designation of Bishop Zebedee Stewart Boulevard by adding his name above the street Signage on Logan Street.
- *81-13** Public Safety and Transportation Committee Report re: Grant Submission: 2013 Federal Emergency Management Agency (FEMA) Fire Prevention & Safety Grant.
- *94-13** Public Safety and Transportation Committee Report re: Request that Gregory Street be given the Honorary Designation of Bishop J.C. White Boulevard by adding his name above the street Signage on the Corner of Gregory and Lafayette Streets.
- *72-13** Contracts Committee Report re: Approval for Sewerage Services to a Proposed Dormitory to be Constructed by Sacred Heart University on its Park Avenue Campus located in Fairfield.
- *108-13** Contracts Committee Report re: Professional Services Agreement with Blum Shapiro Consulting, LLC for the Purpose of Conducting an Examination of the City's Comprehensive Annual Financial Statements.
- *93-13** Budget & Appropriations Committee Report re: Municipal Suspense Tax Book.

MATTERS TO BE ACTED UPON:

- 100-13** Contracts Committee Report re: Professional Services Agreement with Behavioral Health Consultants, LLC for EAP Services.

- 101-13** Contracts Committee Report re: Agreement with PMA Management Corporation of New England (PMAMCNE) for Third Party Claims Administrative Services Pertaining to the Workers' Compensation Program for the City and Board of Education.

- 114-13** Special Committee Report re: (Ref. #47-12) Discontinuance of a Portion of Bank Street (between Main Street and Middle Street): Approved on May 20, 2013.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JUNE 16, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Ethan Book 144 Coleman Street Bridgeport, CT 06604	Institutionalized interagency governmental conspiracy.
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Update on unjust termination of documents Councilman Torres gave to the Council.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	City finances and "Sports Teams".

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, JUNE 16, 2014
6:30 PM**

ATTENDANCE: Council members: Brannelly, Torres, Banta, Taylor-Moye, Halstead Swain, McCarthy, Lyons, McBride-Lee, Salter, DeJesus, Martinez, Feliciano, Paoletto, Martinez-Walker, Holloway

ABSENT: Council members: Austin, Vizzo-Paniccia, Castillo, Marella,

Council President McCarthy called the public speaking session to order at 6:40 pm.

Please go to [www. SoundviewTV.org/Bridgeport](http://www.SoundviewTV.org/Bridgeport) to view or listen to the detailed comments that the speakers below addressed to the City Council on June 2, 2014.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JUNE 16, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
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<p>Ethan Book 144 Coleman Street Bridgeport, CT 06604</p>	<p>Institutionalized interagency governmental conspiracy.</p>
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Ethan Book wasn't in attendance to address the city council.

<p>Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607</p>	<p>Update on unjust termination of documents Councilman Torres gave to the Council</p>
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Mr. Young thanked Council member Torres for following up on the information regarding his unjust termination, noting that he replied based on the evidence that was submitted to the city attorney's office. He went on to speak about the city council members taking an oath to do the right thing, noting that they were elected to respond to the public's concerns. He expressed that he loved the city, but he was troubled that to this day; he hasn't had a response regarding his unjust termination. He relayed that eighteen of the twenty council members agreed that he shouldn't be discriminated against as a former city employee for twenty-seven years. He mentioned that he's 64 years old and he believes that justice should be honored. He said he was troubled as a taxpayer and felt that he deserves a response whether they agree or not. He added that if it's found that the city wasn't justified in terminating him, then it should be stated that he's owed compensation. He recalled once again that he was at work on March 6, 2006 and he's distressed that this

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fact hasn't been acknowledged – *he urged those that are interested in learning more about his complaint to go to www.cecilyoung.com*. He ended in saying that he would like the matter further investigated and that someone should tell him something.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

City finances and “Sports Teams”.

City Council Comments: June 16, 2014

BOB – CITY COUNCIL- June 16, 2014

Sport is important to Bridgeporters as participants, as viewers, as business, and as a source of positive inspiration. Sport can provide many lessons, or ‘take-aways’, for those who pay attention. Tonight in Bridgeport as a matter of fact, a few moments from now, baseball legend Pete Rose, will appear as guest manager for the Bluefish.

You know that the Spurs chilled the Heat in five games to end the NBA season, the Rangers lost the Stanley Cup last week, and the Yankees, Mets and Red Sox are having .500 seasons. But... the World Cup is playing daily in Brazil and has the attention of the world. The best players and coaches are assembled to compete to discover which national team will take home the cup.

At your last meeting I spoke of “checks and balance” as the structure, organization, and tension of governance activities as they are meant to be lived. In Bridgeport we seem to have an executive branch that plays offense most of the time and a legislative branch, your Council, representing taxpayers, that fails to play for the taxpayers too often. If we used games or sport, as a metaphor to represent the Bridgeport City Council in creative tension with the Mayoral executive branch, what best fits the current scene:

- Someone from Fairfield suggested badminton where the taxpayer is the ‘birdie’ or shuttlecock that is gently hit back and forth over the net. But where is the back or forth action of the Council? Tennis suffers the same objection.
- Another person proposed croquet presuming that we have plenty of sticky wickets as well as somebody sending your ball way off course but that still seems more descriptive of Greenwich.
- A realist thought that the Council looks like a hockey team playing overtime (all season long) with two players permanently in the penalty box, a pulled goalie and the inability to get the puck out of their own zone. That has descriptive possibilities, I admit.
- Another referred to the ‘city game’, basketball, and suggested those games where the Harlem Globetrotters come to town for a charity event that is played for laughs. The Globetrotter skills, training, and rigged script make you think there is a game,

but the way they play with the officials and ignore the rules common to the sport make a joke of this as a real competition. Again, possibilities.

- Baseball as a metaphor offered more possibilities where the Council plays with no spring training or coaching support (unlike most legislative teams) although trips are taken, has occasional star performances but essentially goes completely hitless on offense. On defense the Council pitching staff is so weak that the City does not have to hit any home runs, but merely keep ignoring the Council pitching, loading the bases and walking runs in as they use the consent calendar. You do not have to steal home to score in Bridgeport, though there happen to be frequent foul balls, which many locals think personally entertaining.
- The failure of the Council in the eyes of many to stand up, use funds to support their Council activities, and to pursue common cause with Bridgeport taxpayers in engaging in creative tension with the Mayor and his advisors, had a couple folks declare that sports and games do not provide grounds for a metaphor unless as in Olympic weightlifting, it is the taxpayer, rather than the Mayoral team or the City Council who does all the work.

However, one Bridgeport old-timer said that our governance can best be described as a game of "hide and go seek". Here the Council and the public can look as hard as they wish and not find the answers to the real questions from that which is made available by the City routinely (even after FOI).

In my opinion the statement best describing the "sporting activity" most descriptive of Executive, Legislative and taxpayer citizen was the person who told me: "Imagine that the Mayor and his Cabinet had received some custom made shotguns, enough for them and a few chosen guests. In this case they invited several Council persons who are employed by the City for an afternoon of shooting skeet. They go out to a secret site where the launchers are ready to toss the "clay pigeons" (representing taxpayers) into the air and take turns trying to blast the targets while airborne. They fire the cartridges loaded with dispersing shot, and lead enough targets to shoot down most of them until all the skeet are used. Fun for all, you bet, and time to retire for food and drink, right? Maybe it will get expensed to Legislative Department – Other Services line item? How would you know? How say you? Time will tell.

John Marshall Lee

The following speakers signed up to address the city council prior to the public speaking forum:

Judge Carmen Lopez

Rules of the City Council Committee Meeting
Procedure

Judge Lopez stated that the Chairman of the Civil League Association/BOE was present. She relayed that during the last Education and Social Services Committee meeting, there were two items on the agenda for discussion. One of those items was in regard to the

City of Bridgeport
City Council Meeting
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Bridgeport Schools Committee, however; there was no information provided for the item. She stated that she offered to provide some information. She recalled that the city attorney stated that it wasn't possible to hear from the taxpayers or anyone else that wasn't on the committee during the meeting and she didn't agree with the city attorney's interpretation. She recalled that Council member Torres made a motion to allow the public members to speak and Council member Halstead seconded the motion. Council President McCarthy and Council member Feliciano voted in opposition and Co-chair McBride-Lee broke the tie.

Judge Lopez referred to a blue book that outlined the rules of conducting a committee meeting – *she reviewed rule#7 regarding restrictions on speaking during a meeting, which read: a) no one shall speak during a city council committee meeting or as permitted by the committee chairperson.* She emphasized that the residents that attend meetings are taxpayers and they want to be kept informed. She urged the sharing of information for the good of the public.

Clyde Nicholson

Mr. Nicholson thanked the others speakers for coming forward tonight to address the city council. He relayed that many people have complaints. He mentioned the hiring of new employees to the city's administration, noting that the Mayor spends money that doesn't make sense. He stated that the State Board of Education is interfering with the local Board of Education as it relates to the matter of charter schools, noting that other towns aren't considering charter schools. He said he felt that there is a dictatorship being run by the governor and Mayor, noting that taxpayers in Bridgeport are being ripped off. He went on to question Council President McCarthy about the new administration position that was hired for \$97k and questioned what they were hired for. Council President responded that this was a public speaking forum to allow the public to address the city council without feedback. He offered to speak to Mr. Nicholson off line. Mr. Nicholson repeated that he felt there is a dictatorship going on and not a democracy.

Hearing none, the public speaking forum ended at 7:00 pm.

**CITY OF BRIDGEPORT
CITY COUNCIL MEETING**

**MONDAY, JUNE 16, 2014
7:00 PM**

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

ATTENDANCE: Council members: Brannelly, Torres, Banta, Taylor-Moye, Halstead, Swain, McCarthy, Lyons, McBride-Lee, Salter, DeJesus, Castillo, Martinez, Feliciano, Marella, Paoletto, Martinez-Walker, Holloway

ABSENT: Council members: Austin, Vizzo-Paniccia

Council President called the meeting to order at 7:10 pm.

Prayer - Council member McBride-Lee offered the prayer.

Pledge of Allegiance - Police Captain Gearing led the pledge of allegiance.

Roll Call - the City Clerk took the roll call and announced there was a quorum.

Council President McCarthy announced that Mayor Finch wasn't in attendance tonight, due to covering another event. He noted that he may attend the meeting later.

He announced that Council member Marella wouldn't attend the meeting and Council member Vizzo-Paniccia had a family obligation.

Mayoral Proclamation: In Recognition of Police Captain Robert Gearing for his violence reduction work within the East End and East Side Community.

Council members: Banta, Taylor-Moye, Torres, Lyons, Martinez-Walker, DeJesus, Martinez and Paoletto came forward to present the citation.

Council President McCarthy expressed that the city council always likes to point out the positive things that happen in the city, noting that there was a group present tonight that aren't honored enough; namely members of the Bridgeport Police Department. He expressed that the reality of the world is that police officers help make the city safer and due to the department and those officers that give of themselves to ensure safety for

everyone on a daily basis. He asked Police Captain Gearing and the other police officers that were present to come forward to accept the citation. He expressed that the city council was very proud of them all!

Council member Martinez-Walker thanked everyone for attending tonight. She expressed that Police Captain Gearing has taken the position in the east end and east side with a focus on being family oriented. She highlighted that Police Captain Gearing attends family gatherings and he works hard during the process of and investigation – *she read the proclamation that outlined gratitude for his services and dedication to the city.*

City Council Citation: In Recognition of Police Captain Robert Gearing for his violence reduction work within the East End and East Side Community.

Council President McCarthy read the citation.

Police Captain Gearing expressed that he was very humble in accepting the citation. He thanked the entire city council, as well as the residents of the east end and east side for their cooperation. He relayed that it's a daily thing to stay on top of things to help make Bridgeport safer by police officers that patrol a community and who are in the front line. He accepted the citation on behalf of all those that participate in the team effort and he thanked the city council once again for the recognition.

Council President McCarthy acknowledged a fellow police officer that was present who will be moving on to take a position as a detective.

Mayoral Proclamation: The True Riders Motorcycle Club in Recognition of their charitable work and the 15th Year of "The Kids Fun Day".

Council President McCarthy stated that when we hear about motorcycle clubs, it's not always a good image. However, in this case; he stated that he has known members of the True Riders for years and they are passionate about their organization and what they do.

Council member Martinez-Walker stated that the purpose of the citation was to honor the services and work the True Riders do in the city, noting that they are passionate, caring and they do what it takes to keep the community where it needs to be. She mentioned a few of the services they provide to the community, such as the soup kitchen, feeding the homeless and cleaning up Knowlton Park. She applauded all the members of the True Riders for their services.

City Council Citation: The True Riders Motorcycle Club in Recognition of their charitable work and the 15th Year of "The Kids Fun Day".

Council President McCarthy read the proclamation and presented the citation.

A member of the True Riders spoke on behalf of the group to express that it has been a pleasure to accept the citation.

69-13 Public Hearing re: Proposed Resolution concerning the Disposition of City-Owned Property located at 38 Luther Street.

Council President asked if there was anyone present to speak in favor of the item. There were none heard.

Council President asked if there was anyone present to speak against the item. There were none heard.

Hearing none, the public hearing was closed.

78-13 Public Hearing re: Proposed Resolution concerning the Disposition of City-Owned Property located at 63 Waldorf Avenue to Habitat for Humanity.

Council President asked if there was anyone present to speak in favor of the item.

Reverend Wright, 64 North Avenue stated that he was in support.

Council President asked if there was anyone present to speak against the item. There were none heard.

Hearing none, the public hearing was closed.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: May 12, 2014 (Special Meeting)

**** COUNCIL MEMBER LYONS MOVED TO ACCEPT THE MINUTES**

**** COUNCIL MEMBER MARTINEZ-WALKER SECONDED**

**** MOTION PASSED UNANIMOUSLY**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

110-13 Communication from Mayor re: Proposed Resolution Adopting The Greater Bridgeport Regional Council (GBRC) Multi-Jurisdiction Natural Hazard Mitigation Plan 2014 Update, referred to Public Safety and Transportation Committee.

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**** COUNCIL MEMBER LYONS MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES**

**** COUNCIL MEMBER MARTINEZ-WALKER SECONDED**

**** MOTION PASSED UNANIMOUSLY**

ITEMS FOR IMMEDIATE CONSIDERATION:

- 116-13 Communication from OPM re: Proposed Budget Modification to the FY 2013-2014 General Fund Budget: Increase Appropriation for the Board of Education (\$1,200,000) **FOR IMMEDIATE CONSIDERATION.**

**** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE ITEM FOR IMMEDIATE CONSIDERATION**

**** COUNCIL MEMBER LYONS SECONDED**

Tom Sherwood addressed the council to relay that the request was for a budget modification that will close out the agreement with the Board of Education for reallocation. He explained that they were asking to raise the revenue side of the equation to comply with the MBR.

Council member Torres stated that they already voted on the budget and closed it. He questioned if the item equates to spending more money. Mr. Sherwood clarified that the increase pertains to this year that will close in two weeks. He further explained that it's

necessary on the state side to modify the revenue to recognize the \$1.2 million by the state and they will award the appropriation to make the entry to spend the money in the time line. He added that the \$1.2 million will go towards what's necessary to the MBR and it fully complies with the statute.

Council President McCarthy asked what the urgency was of the timeline. Mr. Sherwood replied that it's necessary to have the account set up for the year it's appropriated for.

Council member Lyons asked if the Board of Education would be receiving the \$1.2 million. Mr. Sherwood said yes, they will receive it within the next week. He explained that it's a one time grant only, noting that the allocation for future years is expected to be in the amount of \$700k.

Council member Torres asked if they under-funded for fiscal year 2014-2015. Mr. Sherwood said no and explained that they wouldn't release the funding until the local board approved it, noting that it's crucial to ensure compliance.

It was stated that two votes would be required to approve the item: a) a vote to approve the item for Immediate Consideration and b) to vote on the actual item.

**** COUNCIL MEMBER BRANNELLY MOVED TO AMEND THE MOTION TO CONSIDER THE ITEM FOR IMMEDIATE CONSIDERATION**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Council President asked if there were any items to be removed from the consent calendar.

Council member Torres removed item *108-13 Contracts... Committee Report re: Professional Services Agreement with Blum Shapiro Consulting, LLC for the Purpose of Conducting an Examination of the City's Comprehensive Annual Financial Statements.

The city clerk read the remaining items into the record:

- *68-13** Public Safety and Transportation Committee Report re: Grant Submission: State of Connecticut Department of Emergency Services and Public Protection for an Emergency Management Performance Grant (EMPG).
- *74-13** Public Safety and Transportation Committee Report re: Request that Logan Street be given the Honorary Designation of Bishop Zebedee Stewart Boulevard by adding his name above the street Signage on Logan Street.
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- *72-13** Contracts Committee Report re: Approval for Sewerage Services to a Proposed Dormitory to be Constructed by Sacred Heart University on its Park Avenue Campus located in Fairfield.
- *108-13** Contracts Committee Report re: Professional Services Agreement with Blum Shapiro Consulting, LLC for the Purpose of Conducting an Examination of the City's Comprehensive Annual Financial Statements. - *removed*
- *93-13** Budget & Appropriations Committee Report re: Municipal Suspense Tax Book.

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**

**** COUNCIL MEMBER LYONS SECONDED**

**** MOTION PASSED UNANIMOUSLY**

Council President McCarthy returned to item ***108-13** Contracts Committee Report re: Professional Services Agreement with Blum Shapiro Consulting, LLC for the Purpose of Conducting an Examination of the City's Comprehensive Annual Financial Statements.

**** COUNCIL MEMBER DEJESUS MOVED TO APPROVE**

**** COUNCIL MEMBER PAOLETTO SECONDED**

Council member Torres questioned if this was a repetitive contract for bonding. He stated that his question pertained to whether or not the city is putting it out to bid on a yearly basis. Ms. Lenz, Tax Assessor responded that they don't bid out yearly. She explained that the contract duration is three to five years and then they put it back out to bid, as was the case with this contract. She stated that the period of the contract is over, so that's t he

reason the item is on the agenda for approval. She added that the current contract is the second term for the firm Blum Shapiro Consulting, LLC. She stated that references and the top five firms are generally requested for the bidding process and two different towns were polled.

Council member Torres asked if there was any effort to attempt to find a minority contractor. Ms. Lenz said only four firms actually submitted a bid.

Council member Salter asked if they had an internal auditor, would it be necessary to go out to bid for another firm. Ms. Lenz said they would still need a third party, noting that she wasn't aware of the city having an internal auditor.

**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON:

100-13 Contracts Committee Report re: Professional Services Agreement with Behavioral Health Consultants, LLC for EAP Services.

**** COUNCIL MEMBER DEJESUS MOVED TO APPROVE**

**** COUNCIL MEMBER LYONS SECONDED**

**** MOTION PASSED WITH FIFTEEN VOTES IN FAVOR AND ONE *ABSTENTION**

****Let it be noted that Council President McCarthy abstained from the vote during committee and for this vote. It was stated that he presided over the item, but he didn't participate in the vote.***

101-13 Contracts Committee Report re: Agreement with PMA Management Corporation of New England (PMAMCNE) for Third Party Claims Administrative Services Pertaining to the Workers' Compensation Program for the City and Board of Education.

**** COUNCIL MEMBER DEJESUS MOVED TO APPROVE**

**** COUNCIL MEMBER BRANNELLY SECONDED**

**** MOTION PASSED WITH FIFTEEN VOTES IN FAVOR AND ONE *ABSTENTION**

****Let it be noted that Council President McCarthy abstained from the vote during committee and for this vote. It was stated that he presided over the item, but he didn't participate in the vote.***

114-13 Special Committee Report re: (Ref. #47-12) Discontinuance of a Portion of Bank Street (between Main Street and Middle Street): Approved on May 20, 2013.

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**

**** COUNCIL MEMBER MARTINEZ-WALKER SECONDED**

**** MOTION PASSED UNANIMOUSLY**

After the vote was taken, Council members Banta and Halstead made brief comments regarding the purpose of the discontinuance.

New business:

**** COUNCIL MEMBER DEJESUS MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER DEJESUS MOVED TO REFER RE: PROPOSED MOU AND LICENSE AGREEMENT BETWEEN SHU AND COB/PARKS COMMISSION**

**** COUNCIL MEMBER LYONS SECONDED**

**** MOTION PASSED UNANIMOUSLY (ITEM #119-13)**

Other announcements:

Council President McCarthy acknowledged members of the audience: John Badgley, former NBA star and Judge Padcliff.

ADJOURNMENT

**** COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN**

**** COUNCIL MEMBER MARTINEZ SECONDED**

**** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:00 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

**CITY OF BRIDGEPORT
CITY COUNCIL
NOTICE OF PUBLIC HEARINGS**

Public Hearings will be held before the City Council of Bridgeport at a regular meeting to be held on Monday evening, June 16, 2014 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to:

Item #69-13

1. Proposed Resolution concerning disposition of City-Owned Property, located at 38 Luther Street.

Item #78-13

2. Proposed resolution concerning disposition of City Owned Property, located at 63 Waldorf Avenue to Habitat for Humanity.

Attest:

Fleeta C. Hudson
City Clerk

AD ENDS ABOVE LINE

2 Editions, Connecticut Post:

PLEASE PUBLISH ON (Thursday, June 5, 2014 & Friday, June 13, 2014)

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City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Ec: City Council Members
Mayor Bill Finch
A. Nunn, CAO
A. Wood, Chief of Staff
M. Anastasi, City Attorney
R. Liskov, Associate City Attorney
D. Kooris, Director, OPED
M. Perez, Sr. Economic Development Associate, OPED



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
MARGARET E. MORTON GOVERNMENT CENTER
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

BILL FINCH
Mayor

COMM. #110-13 Ref'd to Public Safety & Transportation Committee on 06/16/2014.
June 5, 2014

Michelle Lyons, Milta Feliciano, Co-Chairman
Public Safety and Transportation Committee
Members of the City Council

RE: LOCAL HAZARD MITIGATION PLAN

The Greater Bridgeport Regional Planning Agency (GBRPA) has developed a natural hazard mitigation plan for Bridgeport, Easton, Fairfield, Monroe and Trumbull. The attached resolution is in regards to FEMA's approval of the Natural Hazard Mitigation Plan update for the Greater Bridgeport Region. The final step in the Natural Hazard Mitigation Plan process is adoption of the plan by the Bridgeport City Council. Adoption of the plan has been submitted to FEMA, FEMA will formally approve the plan for the City of Bridgeport.

Please do not hesitate to contact my office if you have any questions.

Sincerely,

Bill Finch
Mayor

ATTEST
CITY CLERK

RECEIVED
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2014 JUN -6 A 11:20

**A RESOLUTION OF THE CITY OF BRIDGEPORT
ADOPTING THE GREATER BRIDGEPORT REGIONAL COUNCIL (GBRC) MULTI-
JURISDICTION NATURAL HAZARD MITIGATION PLAN UPDATE, 2014**

WHEREAS, the City of Bridgeport has historically experienced severe damage from natural hazards and it continues to be vulnerable to the effects of - only those natural hazards profiled in the plan (i.e. *flooding, thunderstorm, high wind, winter storms, earthquakes, and dam failure*), resulting in loss of property and life, economic hardship, and threats to public health and safety; and

WHEREAS, the City of Bridgeport has developed and received conditional approval from the Federal Emergency Management Agency (FEMA) for its Hazard Mitigation Plan under the requirements of 44 CFR 201.6; and

WHEREAS, public and committee meetings were held between September 23, 2013 and _____ regarding the development and review of the Natural Hazard Mitigation Plan ; and

WHEREAS, the Plan specifically addresses hazard mitigation strategies and Plan maintenance procedure for the City of Bridgeport and

WHEREAS, the Plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural hazards that impact the City of Bridgeport, with the effect of protecting people and property from loss associated with those hazards; and

WHEREAS, adoption of this Plan will make the City of Bridgeport eligible for funding to alleviate the impacts of future hazards; now therefore be it

RESOLVED by the City Council:

1. The Plan is hereby adopted as an official plan of the City of Bridgeport
2. The respective officials identified in the mitigation strategy of the Plan are hereby directed to pursue implementation of the recommended actions assigned to them;
3. Future revisions and Plan maintenance required by 44 CFR 201.6 and FEMA are hereby adopted as a part of this resolution for a period of five (5) years from the date of this resolution.
4. An annual report on the progress of the implementation elements of the Plan shall be presented to the City Council by **the Greater Bridgeport Regional Council**

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the City of Bridgeport this ---th day of _____, (year).

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
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS
Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

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

**COMM. #111-13 ACCEPTED AND MADE PART OF THE RECORD
ON 6/16/2014**

May 28, 2014

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

Re: **SETTLEMENT OF CLAIM
LUCINDA CARSON v. CITY OF BRIDGEPORT, ET AL**

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$13,000.00 payable to Altschuler & Altschuler, Trustee for Lucinda Carson. The action was claiming personal injuries to Ms. Carson when, on December 19, 2008, she was injured in a car accident. She alleges the accident and her resulting injuries were caused by the negligent operation of the City of Bridgeport vehicle by City of Bridgeport employee, Jesus Ortiz.

Pursuant to the City Council's amended Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with my paralegal, Shakira Simpson, who will then follow-up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

Mark T. Anastasi
City Attorney

MTA/ss

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

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ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

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

**COMM. #112-13 ACCEPTED AND MADE PART OF THE RECORD
ON 6/16/2014**

May 28, 2014

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

Re: **SETTLEMENT OF CLAIM
LAMAR POWELL v. CITY OF BRIDGEPORT, ET AL**

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$15,000.00 payable to Law Office of Michael E. Skiber, LLC, Trustee for Lamar Powell. The action was claiming personal injuries to Mr. Carson when, on April 4, 2012, he was injured in a car accident. He alleges the accident and his resulting injuries were caused by the negligent operation of the City of Bridgeport vehicle by City of Bridgeport employee, Domingos G. Moura.

Pursuant to the City Council's amended Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with my paralegal, Shakira Simpson, who will then follow-up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

Mark T. Anastasi
City Attorney

MTA/ss



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

BILL FINCH
Mayor

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

COMM. #113-13 Ref'd to Public Safety & Transportation
Committee on 06/16/2014.

June 11, 2014

To: Fleeta Hudson
From: Renu Gupta
Re: Resolution: EDWARD BRYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT (JAG) PROGRAM FY 2014 LOCAL SOLICITATION

The Central Grants seeks authorization for Mayor Finch to apply and to sign all related documents, contracts and resolutions for a Grant to purchase Equipment for the Police Department. The funds under this grant are authorized by the US Department of Justice.

Please feel free to call me at 576-7732 with any questions. Thank you.

RECEIVED
CITY CLERK'S OFFICE
2014 JUN 11 A 11: 57
ATTEST
CITY CLERK



EXECUTIVE SUMMARY

FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE: EDWARD BRYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM FY 2014 LOCAL SOLICITATION – PROJECT # 15312

RENEWAL _____ NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants Department

CONTACT NAME: Renu Gupta

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION:

The Bridgeport Police Department is requesting funding in the amount of \$201,830 for purchasing equipment that will assist in improving traffic flow in the city, detective bureau's investigations and to address emergencies. There is no match requirement.

CONTRACT DATES: Sept, 2013 to Aug, 2017

PROGRAM GOALS AND OBJECTIVES

Under the Edward Byrne Memorial Justice Assistance (JAG) Program, the U.S. Department of Justice provides funds to assist state, local and tribal programs in preventing and reducing crime and violence.

IF APPLICABLE

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

Federal: \$201,830
State:
City:
Other:

FUNDS REQUESTED

Salaries/Benefits:
Telephone:
Staff Training:
Supplies:
Subcontracts: Yes ___ No X

WHEREAS, the United States Department of Justice is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this financial assistance has been made possible through the United States Department of Justice FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation Program; and,

WHEREAS, the financial assistance under this grant will be used to purchase equipment for traffic calming, crime investigation and tactical support

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Connecticut, Central Grants Department, submit an application to the United States Department of Justice in an amount not to exceed \$201,830 for the purpose of providing the Police Department with the capabilities to control traffic flow, improve crime investigation and tactical activities

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the United States Department of Justice FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation Program to assist the Bridgeport Police Department with the capabilities to control traffic flow, improve crime investigation and tactical activities

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the United States Department of Justice FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation Program, and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

BILL FINCH
Mayor

ANDREW J. NUNN
Chief Administrative Officer

COM. #115-13 Ref'd to Public Safety & Transportation
Committee on 06/16/2014.

ATTEST
CITY CLERK _____

CHRISTINA B. SMITH
Director
Central Grants
RECEIVED
CITY CLERK'S OFFICE
JUN 11 P 3:19

June 11, 2014

To: Fleeta Hudson

From: Renu Gupta

Re: Resolution: Agreement between the City of Bridgeport and the City of Norwalk
for the Port Security Grant Program

The Central Grants seeks authorization for Mayor Finch to apply and to sign all related documents, contracts and resolutions for a Grant to cover the payroll expenses incurred while marine firefighters attended the training held in Norwalk. The funds under this grant are authorized by FEMA.

Please feel free to call me at 576-7732 with any questions. Thank you.



EXECUTIVE SUMMARY

FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE : Agreement between the City of Bridgeport and the City of Norwalk for the Port Security Grant Program

RENEWAL _____ NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants Department

CONTACT NAME: Renu Gupta

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION:

The Bridgeport Fire Department is requesting funding in the amount of \$10,393 for the costs incurred while 4 marine firefighters attended the training held in Norwalk. There is no match requirement.

CONTRACT DATES: Sept, 2013 to Aug, 2014

PROGRAM GOALS AND OBJECTIVES

Marine Fire Fighter Training.

IF APPLICABLE

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

Federal: \$10,393.00
State:
City:
Other:

FUNDS REQUESTED

Salaries/Benefits: \$10,393.00
Telephone:
Staff Training:
Supplies:
Subcontracts: Yes ___ No X

WHEREAS, the Federal Emergency Management Agency is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this financial assistance has been made possible through a Port Security Grant by Federal Emergency Management Agency to the City of Norwalk; and,

WHEREAS, the financial assistance under this grant will be used to cover the backfill payroll costs incurred while 4 marine fire fighters attended training in Norwalk

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Connecticut, Central Grants Department, submit an application to the City of Norwalk in an amount not to exceed \$10,393.00 for the purpose of covering the expenses incurred by the Fire Department

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and sub grant agreement to the City of Norwalk for Port Security Grant Program to assist the Bridgeport Fire Department with the funds to cover backfill payroll expenses

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the City of Norwalk for Port Security Grant Program, and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



**OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
MARGARET E. MORTON GOVERNMENT CENTER**

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

FAX (203) 576-3913
Comm. 117-13 Referred to Miscellaneous Matters Committee
MEMORANDUM on 6/16/2014

BILL FINCH
Mayor

TO: Fleeta Hudson – City Clerk
FROM: Mayor Bill Finch
DATE: June 9, 2014
RE: Boards & Commissions

Please place the following name on the June 16, 2014 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the WPCA Commission:

Alfred Yazbak (D)
170 Midland Street
Bridgeport, CT 06605

This will replace a vacancy and the term shall expire on December 31, 2015.

BF/lac

ATTEST
CITY CLERK

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CITY CLERK'S OFFICE
2014 JUN 11 P 4:16



BILL FINCH
Mayor

City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

Comm. #118-13 Referred to ECD&E Committee on
6/16/2014

June 11, 2014

To: Fleeta Hudson
From: Renu Gupta
Re: Resolution: 2014 Preventive Health and Health Services Block Grant (#14605)

The Central Grants seeks authorization for Mayor Finch and or his designee to enter into contract with the State Department of Public Health for a Preventive Health and Health Services Block Grant and to sign all related documents, contracts and resolutions.

Please feel free to call me at 576-7732 with any questions. Thank you.

RECEIVED
CITY CLERK'S OFFICE
2014 JUN 11 A 11:57
ATTEST
CITY CLERK



EXECUTIVE SUMMARY

FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE 2014 Preventive Health and Health Services Block Grant (#14605)

RENEWAL _____ NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants Department

CONTACT NAME: Renu Gupta

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION:

The program will create a community nutrition program to address high incidence of obesity in the city. The health department will promote fresh food consumption through Farmers' Markets at 6 locations in the city. Nutrition classes will be offered through a partnership with the Cooking Matters and low income families vouchers will be doubled. About 750 families will benefit with the doubling of coupons to \$6/week.

CONTRACT DATES: July, 2014 to June, 2015

PROGRAM GOALS AND OBJECTIVES

The goal of the Preventive Health and Health Services Block Grant program is to provide a preventive health services to the population.

IF APPLICABLE

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

Federal:
State: \$37,260
City
Other:

FUNDS REQUESTED

Salaries/Benefits:
Telephone:
Staff Training:
Supplies: \$5,420
Subcontracts: Yes X No _____

- Interns for market- \$23,700
- Cooking Matters for cooking classes-\$4000
- Doubling of coupons-\$4500

WHEREAS, State Department of Public Health is authorized to extend assistance to municipalities in the form of grants; and,

WHEREAS, this project has been made possible through a formula grant for 2014 Preventive Health and Health Services Block Grant and,

WHEREAS, this project funding will be used to support a community nutrition program

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application on behalf of the City's Health Department to the State Department of Public Health for the purpose of supporting a community nutrition program

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to State Department of Public Health

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with State Department of Public Health and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

116-13

COMMUNICATION

FROM: Thomas Sherwood, Director
OPM

Re: Proposed Budget Modification to the FY 2013-2014
General Fund Budget: Increase Appropriation for the
Board of Education (\$1,200,000).

REFERRED FOR: IMMEDIATE CONSIDERATION

Referrals:

CITY COUNCIL: JUNE 16, 2014

ADOPTED:

ATTEST: *Heeta S. Shindler*

APPROVED: _____

MAYOR



CITY OF BRIDGEPORT
OFFICE OF POLICY & MANAGEMENT

999 Broad Street • Bridgeport, Connecticut 06604 • Telephone (203) 576-7963 • Fax 332-5589

COMM. #116-13 Ref'd For Immediate Consideration on 06/16/2014.


THOMAS R. SHERWOOD
Director

June 11, 2014

Susan Brannelly, Michael Marella, Co-Chairs
Thomas McCarthy, City Council President
Budget and Appropriations Committee
Members of the Bridgeport City Council:

Attached, please find a request to initiate a budget modification for **IMMEDIATE CONSIDERATION** to the Fiscal Year 2013-14 General Fund Budget. After the Board of Education passed an agreement to include \$2,231,673 of City in-kind support and an additional \$1.2 million grant-in-aid from the State of Connecticut; the City must increase the local BOE appropriation in order to meet compliance thresholds relative to the Minimum Budget Requirement (MBR). To meet the compliance requirement, it is necessary to increase revenues by \$1.2 million as the grant will come to the City of Bridgeport and, increase the appropriation for the Board of Education. Funding will be received within 5-10 business days and this modification is necessary in order to complete expenditure activity by June 30, 2014. I am recommending the budget modification to be as attached. OPM recognizes the need for this modification.

Sincerely,


Thomas R. Sherwood
Director OPM

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CITY CLERK'S OFFICE
2014 JUN 11 PM 4:13
ATTEST
CITY CLERK

cc: Mayor Bill Finch
Adam Wood, Chief of Staff
Andrew Nunn, CAO
Frances Rabinowitz, Superintendent
Marlene Siegel, CFO Board of Education
Anne Kelly-Lenz, Finance Director
attachments

CITY OF BRIDGEPORT
Office of Policy & Management
JUSTIFICATION DOCUMENT
BUDGET MODIFICATION

BE IT RESOLVED:

That the City Council of the City of Bridgeport finds that the unencumbered balance of the "transferred from" appropriation(s) listed below equals or exceeds the estimated expenditures of the City required for such purpose during the remainder of the current fiscal year. The Council finding that the remaining amount after transfer is sufficient for all expenditures of the City for the purpose thereof during the budget year is justified by the following determination of facts and actions taken:

See cover letter for explanation.

Account Number	Account	Current Budget	Amount of Modification	Budget as Modified
01863000 44350	REVENUE	\$835,847	\$1,200,000	\$2,035,847
01801000 51000	APPROP.	\$24,354,183	\$1,200,000	\$25,554,183
Total				
REVENUES:				

A. BE IT FURTHER RESOLVED:

That the City Council finds that such transfer of funds will not reduce city revenues or revenue estimates for the current or future fiscal year.

COMMENTS:

Please make the above budget transfer revision to reflect a more accurate distribution of funds.

Chairman Budget/Appropriations Committee:

Date of action:

**MEMORANDUM OF AGREEMENT
BETWEEN THE BRIDGEPORT BOARD OF EDUCATION AND CITY OF BRIDGEPORT
Minimum Budget Requirement (MBR): 2013-14 and 2014-15**

The City of Bridgeport and Bridgeport Board of Education agree to the following, as per the resolution passed at the Board of Education meeting on April 28, 2014.

A For the 2013-14 Fiscal Year:

The MBR requirement is \$3,298,205 and will be met as indicated below:

- | | |
|---|--------------------|
| | \$3,298,205 |
| 1 The City reduced the worker's compensation contribution required of the Bridgeport Board of Education in the Operating Budget by \$1,019,400. | \$1,019,400 |
| 2 The State will make a grant of \$1,200,000 to the Board of Education's Operating Budget. The funds will be channeled to the City for prompt release and direct appropriation to the Bridgeport Board of Education. | \$1,200,000 |
| 3 The Board of Education accepted, for the 2013-14 school year, a credit to the Operating Budget for services moved from the BOE budget to the City budget as of July 1, 2012: Garbage Collection, Snow Removal, Crossing Guards. | \$1,212,273 |

FY 2013-14 over / (under) MBR

\$133,468

B For the 2014-15 Fiscal Year:

The MBR requirement is \$4,991,665 and will be met as indicated below:

- | | |
|---|--------------------|
| | \$4,991,665 |
| 1 The City met the 2014-15 MBR requirement by adding \$2,200,000 to the 2014-15 Operating Budget appropriation of the Board of Education. | \$2,200,000 |
| 2 The State will make an increased contribution to the ECS entitlement in the amount of \$700,000. The City will modify the direct appropriation to the Bridgeport BOE Operating Budget. | \$700,000 |
| 3 The Board of Education accepted, for the 2014-15 school year, continuation of a credit to the Operating Budget for services moved from the BOE budget to the City budget: Garbage Collection, Snow Removal, Crossing Guards and Worker's Compensation contribution. | \$2,231,673 |

FY 2014-15 over / (under) MBR

\$140,008

Signatures:

Superintendent: Frances Rabinowitz
Frances Rabinowitz

6/11/14
Date

Mayor: William Finch
William Finch

6/11/14
Date

City of Bridgeport
 MBR Compliance Analysis
 FY 2014

Description	AMOUNT	Value Check
FY 2012-13 Budgeted Appropriation	219,830,397	
Local Amount Share from Calculation	3,281,703	
FY 2013-2014 MBR	223,112,100	
FY 2013-2014 Appropriation	219,813,895	
over / (under) MBR	-3,298,205	-3,298,205
Items agreed upon to close MBR gap		
City will assume:		
Garbage Collection	378,929	
Snow Removal	45,000	
School Crossing Guards	788,344	
Sub-total from FY 2012-13 carryforward	<u>1,212,273</u>	
Workers Comp Indemnity	1,019,400	
TOTAL BOE approved new in-kind contributions	<u><u>2,231,673</u></u>	2,231,673
State - will be direct grant to Bridgeport		1,200,000
FY 2013-2014 over/(under) MBR		<u>133,468</u>

* Turning to the minimum budget requirement for 2014-15, Supt. Rabinowitz said the first time the superintendent said and the board chair learned of the agreement between the city and state was in meeting with Ben Barnes from OPM. The agreement for 2013-14 stated that the \$3.5 million shortfall would be covered by the board accepting \$1.2 million in in-kind services, \$1.1 million in workers' compensation contributions from the city and \$1.2 million would be a state contribution contingent upon the city meeting the MBR in 2014-15. The state contribution has not been met because there is no current agreement from the city to fund the MBR.

The superintendent said she found it ludicrous that we are talking about the minimum budget requirement; we should be talking a fair higher amount.

On April 3, Mayor Finch said he included \$1.6 million in new funding in the budget, but the superintendent described the rest as a shell game of transferring \$8.2 million in in-kind services. She said the MBR obligation increase was \$4.9 million.

Supt. Rabinowitz requested a meeting with Commissioner Pryor because the mayor's budget did not meet the MBR. Representatives from the mayor's office, board members, and Ben Barnes were at the meeting, along with the commissioner and the state Department of Education's CFO. The commissioner recommended the same agreement as this year, so in order to receive the \$1.2 million for 2013-14 and 2014-15, the board would have to agree to the proposal. The agreement called for the city to commit to \$1.6 million in MBR funding.

Supt. Rabinowitz said the difficulty of appealing to the state Board of Education is that the commissioner and his staff already accepted the in-kind services. No penalties will begin until 2015-16, which would result in a cut in ECS funding.

The superintendent said if a lawsuit is filed, \$2.4 million in funding will be lost for 2013-14 and 2014-15. She said among the items lost would be the high social studies books and HMH prepayments for curriculum materials. She said other cuts would probably be made in

consumable materials, services for ELL students, and potentially fifteen certified positions. In addition, SRBI improvements will not move forward, there would be cuts to non-certified employees and electives would be further reduced.

Supt. Rabinowitz said she didn't like this at all, but she felt at the meeting between a rock and a hard place. She said her recommendation was to accept the unsatisfactory proposal for 2013-14 and 2014-15 and take the \$2.4 million with the following caveats. (1) only cash in 2015-16 MBR, and (2) an audit of the facilities expenditures. Ms. Rabinowitz said she could account for the crossing guards and snow removal, but she wasn't sure about the garbage removal figures claimed by the city. She added that the board should begin to wage war for 2015-16 budget as soon as the 2013-14 and 2014-15 MBR is accepted.

She said she did not know why the city's education expenditures were so much lower than New Haven and Hartford. She said maybe something like the case *Sheff vs. O'Neill* is needed.

Supt. Rabinowitz said her recommendation did not come lightly, but was the result of her concern for the students and the budget cuts that would result from rejecting the agreement.

Mr. Gardner said Bridgeport's education budget was 40 to 66 million dollars on annual basis lower than Hartford and New Haven. Together with the \$43 million the state says we're underfunded, this amounts to \$100 million a year. He said a comment by a member of the board that we have enough money to educate our kids is irresponsible and dangerous. He said while he voted at committee to go against the superintendent's recommendation, he does appreciate the difficulty the superintendent is in. Mr. Gardner said if the in-kind services are accepted as applying towards the MBR, the MBR is reduced every year by that amount. He said the city has run a major game against the board. The city has gained economies of scale by merging facilities and security, but it is not reflected in economies back to the board. He said a clear line of demarcation was needed between the the board and the city.

Mr. Baker moved that the matter be approved in conformance with the decision at the committee level. The motion was seconded by Rev. Moales.

Rev. Moales thanked the superintendent and the chair for what they've had to do. He said he doesn't know anyone who doesn't need more money to run a business. He said Hartford and New Haven could not be compared to Bridgeport because of the higher tax bases and the large amount of magnet schools in those cities. He said Mr. Baker knows that the City Council will not be raising taxes again. He added that Hartford and New Haven have a wave of failing schools just like Bridgeport.

Mr. Gardner said key issue was disparity in the amount spent per child in other cities compared to Bridgeport. He said we couldn't afford to lose a dime or a penny through the city's maneuvering, including the burden of charter schools.

Mr. Hennessey said the nine board members were elected to use good judgment. The nine board members elected the superintendent unanimously to help the district move forward. He said he wanted the superintendent to use her experience about this particular issue.

Mr. Larcheveque said the city MBR was a crime and what the state has done is a bigger crime. He said he was not prepared to risk losing the \$2.4 million on a chance in a lawsuit. He said the superintendent's recommendation was the most attractive of the least attractive options.

Mr. Illingworth said he had two choices, to satisfy his own ego and fight and risk losing funds, or worry about the students right now. He noted the state legislature is out of session on May 7th. He said it was irresponsible to risk the \$2.4 million in funding. He thanked the superintendent for not being afraid to make a tough decision.

Mr. Gardner said it was not an easy decision for the superintendent, but we should not hide behind the vote of confidence for the superintendent. He said if you give in his year, you're giving in next year and the following year. He said at some point you have to stand

your ground. He said there was no hard and fast agreement by the state to give \$1.2 million for 2014-15.

Mr. Baker said the kids were at risk and he was not willing to sacrifice them. Bills had to be paid so cuts and layoffs did not have to be made.

Supt. Rabinowitz said the state rejected the \$8.5 million in-kind services suggested by the city, except for the crossing guards, garbage pickup and snow removal. She said accepting the \$1.1 million as in-kind services does lower the MBR by that amount. She noted the proposal for the 2014-15 MBR would be \$500,000 from the city and the state would give \$700,000, which is a verbal commitment by Comm. Pryor. She said she tried unsuccessfully to get the state to not lower the MBR on in-kind services.

Mr. Gardner said in response to Mr. Baker that the board is losing money via the in-kind services. He said the city should pay \$3.3 million cash, not in-kind services. He said the board had a fiduciary duty to those who elect us to decide how our money is going to be spent.

Ms. Baraka said she would be voting against the motion. She said the state law called for the MBR to be paid in cash. Ms. Baraka said she had concerns about the city's financial straits when she hears the mayor can appropriate \$500,000 for charter school rent and other expenditures that the city undertakes, but money is not available for school children. She said the mayor knew what was required and he chose not to do this, which is in violation of the state law on MBR.

Ms. Baraka said because the board was under a court decree in the past we could not build new school buildings.

Ms. Baraka said the city did not have the courtesy of meeting with the board regarding the agreement with the state. She said the board was always being duped by the city and should put its foot down and say no.

Rev. Moales said everyone at the table concurred that the city should fully fund the MBR in cash. He said he was in favor of litigation as


suggested by the superintendent. He said the board needed to consider other ways to generate the needed money such as Commissioner's Network schools and the fund-raising engaged in by Supt. Vallas. He said funding charter schools provided education to Bridgeport students, and the parents who move their kids to charter schools don't like the product being produced by the school system. He said students left the Catholic schools in great numbers as well.

Rev. Moales said giving parents options pose a threat to a system which is inadequately serving children. He said some of the claimed in-kind services such as crossing guards, snow removal and the Lighthouse Program are benefiting the children. He said what was needed was what Mr. Vallas did to bring money to the district such as the Commissioner's Network, the military academy and the four interdistrict magnets.

Mr. Gardner said the Commissioner's Network was not an open-ended solution because only so many school could be accommodated. Rev. Moales said there were 14 slots left.

Mr. Gardner said the board should not have assume the burden of the city's financial difficulties.

Mr. Baker restated the motion that the agreement with the state be accepted to provide \$1.2 million for the MBR, with all caveats as stated in the superintendent's presentation.

 The vote on the motion was 5 to 4 in favor. Voting in favor were members Larcheveque, Hennessey, Baker, Moales, and Illingworth . Voting in opposition were members Gardner, Baraka, Bagley and Kelleher.

In response to a question from Ms. Baraka, Mr. Baker said there would be a public hearing be held on the budget before the board approved a budget.

Mr. Hennessey reported on the Personnel Committee. He said he had recently visited numerous schools in the district and was astounded at how good the teaching and learning was in the schools he observed.

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
Mark T. Anastasi

999 Broad Street
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

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



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

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

COMM. #119-13 Referred to Contracts Committee on
6/16/2014 (OFF THE FLOOR)

Howard Austin, Sr. & Richard DeJesus
Co-Chairs, Contracts Committee
City Hall
45 Lyon Terrace
Bridgeport, CT 06604

June 16, 2014

**Re: Proposed MOU and License Agreement between SHU and COB / Parks Commission
(Copy attached)**

Dear Co-Chairs Austin and DeJesus:

City Council President Thomas McCarthy has authorized me to submit the above-referenced matter FOR REFERRAL TO CONTRACTS COMMITTEE at the June 16, 2014 City Council meeting. Two (2) Motions are required to effectuate this referral as follows:

1. Motion to ADD ITEM TO THE AGENDA - 2/3 majority vote required per CT FOIA.
2. Motion to REFER ITEM TO CONTRACTS COMMITTEE - simple majority vote required.

It would be greatly appreciated if one of you could make the appropriate motions at the conclusion of tonight's Council meeting. Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi, City Attorney

Cc: Mayor Bill Finch

Fleeta C. Hudson, City Clerk
Frances Ortiz, Asst. City Clerk
Thomas McCarthy, City Council President
Andrew Nunn, CAO
Adam Wood, Chief of Staff
Charles Carroll, Dir. of Parks & Recreation

**MEMORANDUM OF UNDERSTANDING and LICENSE AGREEMENT
BETWEEN
SACRED HEART UNIVERSITY, INC.
AND
THE CITY OF BRIDGEPORT
AND ITS
BOARD OF PARKS COMMISSIONERS**

AGREEMENT between the City of Bridgeport, Board of Park Commissioners ("Parks"), acting through the Department of Public Facilities of the City of Bridgeport ("City"), having an address at Margaret E. Morton Government Center, 999 Broad Street, 2nd Floor, Bridgeport, CT 06604 ("City") and Sacred Heart University, Inc., a nonstock corporation organized under the laws of the State of Connecticut, having an address at 5151 Park Avenue, Fairfield, CT 06825-1000 ("SHU"), desire to entering into an understanding with respect to making physical improvements to Perry Pilotti Field (Diamond #1) shown on Exhibit 1 attached hereto ("Diamond") so that SHU to play on an NCAA compliant baseball field that it needs for a limited number of months each year to host practices/games for its NCAA college baseball teams¹ ("Teams") while allowing the City to schedule unrestricted use to the boys and men's baseball programs of North End Little League Senior Teams and other City-based boys and men's softball leagues ("Users") at all other times.

NOW THEREFORE, for good and valuable consideration, each received by the other, the parties hereby agree as follows:

1. License to Use the Diamond. In consideration for the agreed improvements to be made by SHU and the City to the Diamond together with annual pre-season maintenance and in-season grooming, the City agrees to grant a non-exclusive license to SHU to use the Diamond for Team baseball practices and games from August 15th through October 31st and March 1st through June 15th (and perhaps longer in the case that a Team qualifies for NCAA playoffs)

¹ Includes Division I Teams and Club Teams

(“NCAA Season”) of each year during the Term (defined below), with the Team having scheduling priority for its games during the NCAA Season. SHU will clear its NCAA Season schedule in advance with Parks and Parks will schedule use of the Diamond by SHU and other Users for the balance of each year during the Term.

2. Term. This agreement shall commence with the NCAA Season beginning on July 1, 2014 and shall continue for a period of ten (10) years until the end of the NCAA Season in 2024 (“Term”) unless sooner terminated by either party as set forth herein.

3. SHU Contribution to Improvements. The City and SHU agree to work cooperatively to prepare the Diamond and improve it to NCAA/CIAC standards. SHU will either (a) contribute up to the sum of \$100,000.00 over a 24 month period to the City for making improvements to the Diamond that will permit NCAA/CIAC play as outlined in item (b) next, or (b) will install items of equivalent value to the Diamond, which may or may not consist of an NCAA/CIAC-compliant fence around the Diamond with outfield fences, new fenced dugouts on a concrete pad each with a fixed roof, a new clay infield, scoreboard, bullpens, batting cages or other improvements (“NCAA/CIAC Improvements”) so long as such an arrangement complies with City’s collective bargaining agreements. SHU will design the improvements to the Diamond at its own cost in addition to the above financial or in-kind contribution. SHU will use and permit the City to use SHU’s design for the Diamond (“NCAA/CIAC-Compliant Design”) and, if the City agrees to perform the improvements described in such NCAA/CIAC-Compliant Design, SHU’s engineer will layout and stake the locations of various field improvements.

4. City Contribution to Improvements.

(a) The City will either (a) accept the \$100,000.00 contribution from SHU described in Paragraph 3 hereof and perform the work of the NCAA/CIAC

Improvements with its own forces or through public bidding or (b) will permit SHU to complete so much of the NCAA/CIAC Improvements as SHU's financial commitment will allow. The City will provide and install metal bleachers for spectators at the City's option.

All of the improvements to the Diamond, whether NCAA/CIAC-Compliant or otherwise, will be set forth in a budget to be mutually agreed between the City and SHU ("Budget").

5. Annual Pre-Season Preparation and In-Season Maintenance. SHU agrees to accomplish the following work to the Diamond annually during the Term:

(a) Top-dress the infield with clay prior to the start of the NCAA/CIAC Season;

(b) Mow the field and nearby perimeter prior to the start of the NCAA/CIAC Season and weekly during the NCAA/CIAC Season; and

(c) Clean the general area of debris prior to the start of the NCAA/CIAC Season and prior to each NCAA/CIAC game.

6. Scheduling. The City gives SHU priority in scheduling of its NCAA games during the NCAA Season and potential playoff games that SHU qualifies for and will work cooperatively with SHU to provide practice time during the NCAA Season. At all times when SHU is not using the Diamond for NCAA games or practices, the City has the right to schedule the use of the Diamond with other Users. In order to facilitate and coordinate scheduling events at the Diamond, the parties agree to meet in July of each year during the Term to plan use of the Diamond during the following NCAA Season so that all ~~schedules~~ can be taken into consideration.

7. **Disputes.** All disputes, if they cannot be resolved amicably at a staff level, shall be resolved by a meeting, called by a party on fifteen (15) days prior written notice, among the City's Mayor, the Chairman of the Board of Parks Commissioners, and the President of SHU, or their respective designees. If the parties cannot come to agreement within thirty (30) days after such meeting is called, whether or not the meeting is held, either party may send written notice to the other that this agreement will be terminated in 365 days from the date of such notice.

8. **Notice.** Any notice desired or required to be given hereunder shall be given in writing and shall be either hand-delivered, delivered by overnight courier service, or shall be mailed in a post-paid envelope addressed to the other party and deposited in a mailbox operated by the United States Postal Service to the following addresses:

If to the City:

At the address first set forth above, Attention: Mayor.

With a copy to:

**City Attorney
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, CT 06604**

If to SHU:

At the address first set forth above, Attention: University President.

With a copy to:

**Michael D. Larobina, General Counsel
Sacred Heart University
5151 Park Avenue
Fairfield, CT 06825-1000**

This agreement requires the approval of the Board of Parks Commissioners and the Bridgeport City Council and shall become effective upon delivery of a fully-executed original to SHU.

IN WITNESS WHEREOF, the parties have set forth their hands and seals on this ____ day of _____, 2014.

CITY OF BRIDGEPORT

By: _____
Name:
Title:

SACRED HEART UNIVERISTY, INC.

By: _____
Name: John J. Petillo, Ph.D.
Title: President

BOARD OF PARKS COMMISSIONERS

By: _____
Name:
Title:

Exhibit 1
Description of Diamond

***68-13 Consent Calendar**

Grant Submission: State of Connecticut Department of
Emergency Services and Public Protection for an Emergency
Management Performance Grant (EMPG).

**Report
of
Committee
on**

Public Safety and Transportation

Submitted: June 16, 2014

Adopted: _____

Attest: _____

Fleeta C Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***68-13 Consent Calendar**

**A Resolution by the Bridgeport City Council
Regarding the State of Connecticut Department of Emergency Services and Public
Protection
Emergency Management Performance Grant**

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

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

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

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

Now therefore, be it hereby RESOLVED BY THE CITY COUNCIL:


1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Emergency Services and Public Protection for the purpose of the Emergency Management Performance Grant; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State Department of Emergency Services and Public Protection and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Report of Committee on Public Safety and Transportation
*68-13 Consent Calendar

-2-

Respectfully submitted,
**THE COMMITTEE ON PUBLIC SAFETY
AND
TRANSPORTATION**

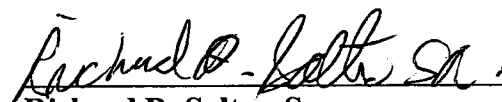


Michelle A. Lyons, Co-Chair



Milta I. Feliciano, Co-Chair

Jack O. Banta

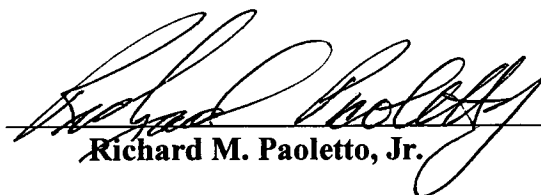


Richard D. Salter, Sr.

Alfredo Castillo



Eneida L. Martinez-Walker



Richard M. Paoletto, Jr.

City Council Date: June 16, 2014

***74-13 Consent Calendar**

Request that Logan Street be given the Honorary Designation of Bishop Zebedee Stewart Boulevard by adding his name above the street Signage on Logan Street.

**Report
of
Committee
on**

Public Safety and Transportation

Submitted: June 16, 2014

Adopted: _____

Attest: _____

Fleeta S. Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***74-13 Consent Calendar**

WHEREAS, Bishop Zebedee Stewart dedicated his life to making a difference in his family's lives, his church member's lives, and the lives of the people in the Bridgeport communities; and

WHEREAS, as a tireless leader he worked effortlessly to help others and could be called on to counsel people, late night prayers, and visits to the hospital for the sick and the shut in; and

WHEREAS, as a role model and mentor he loved to minister to the youth, spending time with them bowling, playing baseball and softball, and most importantly teaching them about the Bible; and

WHEREAS, as a pastoral leader in the community he built an edifice that would be known as The Pentecostal Church of Prayer and Deliverance at the corner of Stratford Avenue and Logan Street; Now, Therefore, Be It

RESOLVED, to recognize Bishop Zebedee Stewart's self-sacrificing work and his unequalled devotion to his church, family and community that **Logan Street** be given the honorary designation of **Bishop Zebedee Stewart Boulevard** by adding his name above the street signage on Logan Street.



Report of Committee on Public Safety and Transportation
*74-13 Consent Calendar

-2-

Respectfully submitted,
**THE COMMITTEE ON PUBLIC SAFETY
AND
TRANSPORTATION**

Michelle A. Lyons

Michelle A. Lyons, Co-Chair

Milita Feliciano

Milita I. Feliciano, Co-Chair

Jack O. Banta

Jack O. Banta

Richard D. Salter, Sr.

Richard D. Salter, Sr.

Alfredo Castillo

Eneida L. Martinez-Walker

Eneida L. Martinez-Walker

Richard M. Paoletto, Jr.

Richard M. Paoletto, Jr.

City Council Date: June 16, 2014

***81-13 Consent Calendar**

Grant Submission: 2013 Federal Emergency Management Agency (FEMA) Fire Prevention & Safety Grant.

**Report
of
Committee
on**

Public Safety and Transportation

Submitted: June 16, 2014

Adopted: _____

Attest: *Fleeta C Hudson*

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***81-13 Consent Calendar**

WHEREAS, Federal Emergency Management Agency is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through Fire Prevention and Safety Grant; and

WHEREAS, funds under this grant will be used for overtime costs of Fire Inspectors and FireHouse software implementations; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the Federal Emergency Management Agency for funds to cover overtime costs of Fire Inspectors and costs incurred in implementing FireHouse software, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:


1. That it is cognizant of the City's grant application and contract to the Federal Emergency Management Agency; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with Federal Emergency Management Agency under the Fire Prevention & Safety Grant and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Report of Committee on Public Safety and Transportation
*81-13 Consent Calendar

-2-

Respectfully submitted,
**THE COMMITTEE ON PUBLIC SAFETY
AND
TRANSPORTATION**




Michelle A. Lyons, Co-Chair



Miita I. Feliciano, Co-Chair



Jack O. Banta



Richard D. Salter, Sr.

Alfredo Castillo



Eneida L. Martinez-Walker



Richard M. Paoletto, Jr.

City Council Date: June 16, 2014

***94-13 Consent Calendar**

Request that Gregory Street be given the Honorary Designation of Bishop J.C. White Boulevard by adding his name above the street Signage on the Corner of Gregory and Lafayette Streets.

**Report
of
Committee
on**

Public Safety and Transportation

Submitted: June 16, 2014

Adopted: _____

Attest: _____

Fleta L. Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***94-13 Consent Calendar**

WHEREAS, Bishop John C. White (J.C.) is a community leader and the pastor of the Cathedral of Praise, Church of God in Christ (COGIC) which is situated at 45 Gregory Street on the corner of the Gregory and Lafayette Streets intersection; and

WHEREAS, as a tireless leader he has dedicated his life work to making a difference in the lives of his family, his church members, and the people of the Bridgeport communities; and

WHEREAS, as a community role model and spiritual pioneer his ministry promotes not only good citizenship but a solid foundation in the word of God and the Christian lifestyle; Now, Therefore, Be It


RESOLVED, to recognize the self-sacrificing work of Bishop John C. White and his unequalled devotion to his church, family and the Bridgeport community that Gregory Street be given the honorary designation of **Bishop J.C. White Boulevard** by adding his name above the street signage on the corner of Gregory and Lafayette Streets.



Report of Committee on Public Safety and Transportation
*94-13 Consent Calendar

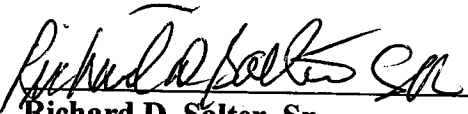
-2-

Respectfully submitted,
**THE COMMITTEE ON PUBLIC SAFETY
AND
TRANSPORTATION**


Michelle A. Lyons, Co-Chair

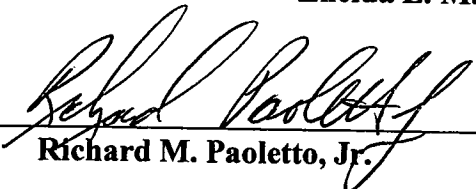

Milta I. Feliciano, Co-Chair


Jack O. Banta


Richard D. Salter, Sr.

Alfredo Castillo


Eneida L. Martinez-Walker


Richard M. Paoletto, Jr.

City Council Date: June 16, 2014

***72-13 Consent Calendar**

Approval for sewerage services to a proposed dormitory to be constructed by Sacred Heart University on is Park Avenue Campus located in Fairfield.

**Report
of
Committee
on
Contracts**

Submitted: June 16, 2014

Adopted: _____

Attest: _____

Fleeta C Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

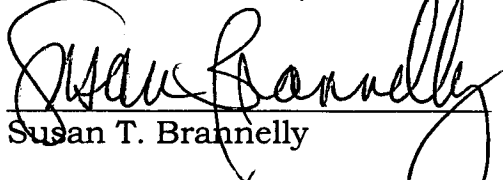
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

***72-13 Consent Calendar**

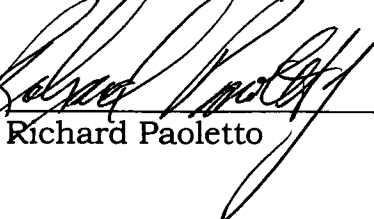
RESOLVED, That the request for approval for sewerage service to a proposed new dormitory to be constructed by Sacred Heart University on its Park Avenue Campus located in Fairfield at its sole expense be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED, THE COMMITTEE ON CONTRACTS

Howard Austin Sr., Co-chair


Susan T. Brannelly

Richard D. Salter, Sr.


Richard Paoletto

Richard DeJesus, Co-chair

James Holloway

Alfredo Castillo

Thomas C. McCarthy, President
(Sat in to make quorum)

***108-13 Consent Calendar**

Professional Services Agreement with Blum Shapiro Consulting, LLC for the purpose of conducting an examination of the City's Comprehensive Annual Financial Statements and to render an opinion.

**Report
of
Committee
on
Contracts**

Submitted: June 16, 2014

Adopted: _____

Attest: _____

Fleeta C. Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

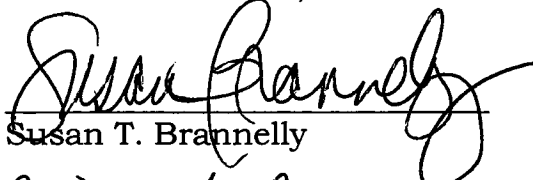
The Committee on Contracts begs leave to report; and recommends for adoption the following resolution:

***108-13 Consent Calendar**

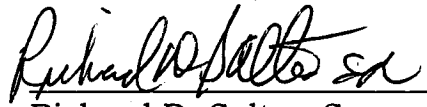
RESOLVED, That the Attached Professional Services Agreement with Blum Shapiro Consulting, LLC for the purpose of conducting an examination of the City's Comprehensive Annual Financial Statements and to render an opinion be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

Howard Austin Sr., Co-chair



Susan T. Brannelly



Richard D. Salter, Sr.




Richard Paoletto



Richard DeJesus, Co-chair

James Holloway

Alfredo Castillo



Thomas C. McCarthy, President
(Sat in to make quorum)

City Council: June 16, 2014

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the ____ day of _____, 2014 (the "Agreement") is hereby entered into between BlumShapiro, with offices at 29 South Main Street West Hartford (the "**Consultant**") and **the City of Bridgeport**, with offices at 999 Broad St, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

WHEREAS the City requires the services of the Consultant for the purpose of conducting an examination of the City's comprehensive annual financial statements and to render an opinion thereon;

WHEREAS the City has advertised a Request For Proposals on March 30, 2014 and the Consultant submitted its Proposal dated April 30th 2014, both the Request For Proposals and the Consultant's Proposal being incorporated by reference as if fully set forth herein, and the Consultant's Proposal and this Agreement have been accepted by the City and approved by its City Council; and

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

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

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Consultant to render the services and perform the tasks set forth and described in the consultant's "Statement of Work" dated April 30, 2014 ("Proposal") attached hereto and incorporated by reference as Exhibit A (the "**Services**"). Such Services will focus primarily on financial audit. The Consultant's activities shall consist of, for example: to evaluate various financial accounting systems, seek and obtain proposals from software system providers, and advise the City on the financial accounting system to be selected and integrated with existing financial accounting systems; and

2. Term of Engagement. This Agreement shall commence within five (5) business days of the date last below written or the date provided in a notice to proceed to the Consultant and shall continue in full force and effect for five (5) years, until the Services are completed according to this Agreement, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("**Term**"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City.

3. Record of Activities. The Consultant shall maintain contemporaneous daily time records of hours and tasks performed in sufficient detail requested by the City,

which records shall be submitted to the City bi-weekly during the Term, or unless otherwise directed by the City. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.

4. Payment.

(a) The parties understand that the Consultant will provide its Services on the following basis of a total cost estimated at between \$115,000 and \$140,000, including reimbursable expenses, up to a maximum not-to-exceed amount of \$140,000.00. Additional services that may be requested shall be provided on the financial terms set forth in this Agreement.

(b) Payment. The Consultant will submit its invoices with all backup documentation, including hours (to the quarter hour), activities conducted, reimbursable expenses with receipts, and the like, to the City on a monthly basis for the prior month's Services rendered and any reimbursable expenses incurred, which invoices the City shall pay within 30-45 days of receipt of a complete invoice. The City is not obligated to pay disputed amounts within such timeframe and both parties shall cooperate to resolve any such disputes promptly.

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

6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title and interest in such the Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

7. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a

party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.

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

8. Non-Circumvention. [Intentionally Omitted]

9. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Proprietary Rights or Confidential Information rights would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.

10. Representations and Warranties.

The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

(a) The Consultant represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement and has in its employ or will hire qualified and trained personnel to perform the Services required.

(b) The Consultant represents that it can commence the Services promptly within five (5) days of the receipt of a notice to proceed and will complete the Services in a timely manner on a schedule to be approved by the City.

(c) The Consultant represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.

(d) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

(e) The Consultant will not subcontract any of the work to third parties without prior written notice to the City and receipt of the City's prior written consent.

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of same in accordance with the terms of this Agreement.

(h) The Consultant represents that it possesses all licenses and permits that may be required to perform the Services required by this Agreement.

(i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

(j) The Consultant represents and warrants that any computer program included as a deliverable Service hereunder operates substantially in accordance with the specifications for such work and in compliance with Year 2000 Standards. For these purposes, "**Year 2000 Standards**" means the deliverable Services and the reports prepared in connection therewith records, stores, recognizes, interprets, processes and presents both 20th and 21st century dates using four (4) digit years and operates at a programming interface level with other programs for which it could reasonably be expected to operate without causing the other programs to violate such Year 2000 Standards.

11. Remedies & Liabilities.

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

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6 ("PROPRIETARY

RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

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

If to the City:

Director of Finance
City of Bridgeport
999 Broad St
Bridgeport, Connecticut 06604

with a copy to:

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

If to the Consultant:

At the address specified above.

13. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why

such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 7 ("Confidential Information"), Section 9 ("Injunctive Relief") or Section 10 ("Warranties").

(b) The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination.

14. Resolution of Disputes and Choice of Law.

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

15. Independent Consultant Status. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. Indemnification; Insurance.

(a) Indemnification. The Consultant agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from work or activities under this agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Consultant shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents.

B. Insurance requirements: (1) The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every contractor and subcontractor in any tier according to the work being performed and shall ensure that the City is named as additional insured with notice of cancellation in the same manner as required for insurance coverages required of the Consultant. The Consultant shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating acceptable to the City.

Errors and Omissions Insurance (claims made form) will be provided by all Consultants and other professionals involved in the work of this agreement with minimum limits of \$1,000,000, or as otherwise required by the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

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

Cancellation notice—The City shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall, 999 Broad St, Bridgeport, Connecticut 06604.

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

Additional insured—The Consultant and its permitted subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial ratings acceptable to the City. Such certificates shall designate the City in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Attention: Purchasing Agent
999 Broad St
Bridgeport, Connecticut 06604"

18. Non-discrimination. The Consultant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner

is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

19. Communications. All communications shall be made orally or in writing to Finance Director or his/her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Miscellaneous.

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

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

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

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot

effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

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

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

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

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

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

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

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

CITY OF BRIDGEPORT

By: _____

Name:

Title:

CONSULTANT

By: _____

Name:

Title:

Duly authorized

Proposal to Provide Professional Services:



BridgeportCT.gov

Due Date: April 30, 2014

RFP# CMB482144



BlumShapiro

Accounting Tax Business Consulting

Title Page

Subject:

Request for Qualifications for Auditing Services
City of Bridgeport, Connecticut
RFP# CMB482144

Firm's Name:

Blum, Shapiro & Company, P.C.

Contact:

Joseph A. Kask, CPA
Partner
29 South Main Street
West Hartford, CT 06107
(860) 570-6372

Date:

April 30, 2014



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BlumShapiro

Accounting Tax Business Consulting

April 23, 2014

Ms. Kathryn Cullen
Buyer
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

Dear Ms. Cullen:

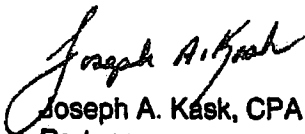
We are pleased to present our qualifications to continue to provide audit services to the City of Bridgeport (the City). We have in-depth knowledge of the operations, systems and internal controls of the City resulting from the audit services we have been providing you for the past several years. This knowledge will serve as a great platform from which to build our plan and approach resulting in an efficient and effective audit. We are committed to providing you with the technical expertise you will need to meet the requirements of the standard while still meeting your required filing deadlines.

Our Governmental Services Group, consisting of 64 professional staff members, has served as auditors for municipal and quasi-government organizations for many years. Our current client base consists of 55 Connecticut towns, cities and school districts, ten of which have populations of at least 50,000. We are licensed by the Connecticut State Board of Accountancy and approved by the State of Connecticut Office of Policy and Management to perform municipal audits in the State of Connecticut.

We will provide the following services to the City: financial statement audit, federal single audit, state single audit and ED001 agreed-upon procedures for the Board of Education. We commit to perform these services within the time period required.

Thank you for the opportunity to submit this proposal which is a firm and irrevocable offer for the period covered. We would be pleased to serve the City for another term. If you have any questions, please contact me at (860) 570-6372 or jkask@blumshapiro.com. I look forward to hearing from you.

Sincerely,



Joseph A. Kask, CPA
Partner
Director, Government Services Group

Independence and License to Practice

Independence



BlumShapiro understands the importance of auditor independence and maintains strict policies designed to ensure our independence on all engagements. We evaluate the implications that any advisory service proposed to an audit client will have on our independence, in fact and in appearance. We communicate to our clients all conclusions with respect to the independence at the beginning and end of each engagement.

At BlumShapiro, all professional personnel are required to adhere to the independence, integrity and objectivity rules, regulations, interpretations and rulings of the American Institute of Certified Public Accountants (AICPA) and of all other regulatory agencies and professional organizations applicable to the engagement. In this regard, any transaction, event, circumstance or action that would impair the firm's independence or violate its integrity and objectivity policy on a compilation, review, audit or attestation (including forecast and projection) engagement is prohibited.

We are independent of the City of Bridgeport as defined by generally accepted accounting standards and *Government Auditing Standards*. We have been the auditor for the City for the past several years; however, we have not had nor do we foresee any potential conflict of interest issues with the City or its management.

License to Practice in the State of Connecticut

BlumShapiro and all of its partners and key professional staff are licensed to practice in the State of Connecticut. All supervisory staff are qualified to practice in Connecticut and practice under the firm's umbrella license.

Firm Qualifications and Experience

Key Differentiators of BlumShapiro:

- ***Government industry focus***
- ***Familiarity and experience***
- ***Partner-level attention and communication***
- ***Responsive and proactive***
- ***Engagement team continuity***
- ***Highest standards of quality and service***

BlumShapiro is the largest regional accounting, tax and business consulting firm based in New England with offices in West Hartford and Shelton, CT, Boston and Quincy, MA and Providence, RI. We have grown to nearly 400 accounting, consulting and administrative professionals, making us one of the top 60 public accounting firms in the U.S. and the 4th fastest growing firm of the Top 100 in the country.

All work for this engagement will be performed out of our West Hartford office by seven full-time staff. Our Governmental Services Group consists of 64 professional staff members dedicated to serving municipalities.

We serve as your business advisors, helping you solve challenges and maximize opportunities. Drawing upon our breadth and depth of experience in our primary service area—government entities—we strategically tailor and consistently deliver tested solutions for unlocking the full potential of your organization. Our highly valued team members bring their diverse backgrounds and strengths to the table resulting in you receiving a true blend of national firm experience and local firm delivery. Our team shares a common passion: a personal commitment to each client's success as well as to the communities in which we live and work.

Governmental Services Group

Our Governmental Services Group currently provides audits to 55 towns, cities and school districts, ten of which have populations of at least 50,000. Our current client base includes over 80 quasi-government, state and municipal entities, many of which have been clients for over 20 years. We additionally provide specialized consulting services such as organization and process improvement studies, revenue enhancement projects, school construction financial management, information technology security studies, evaluation and installation of software and construction claims services to numerous local municipalities.

For BlumShapiro, the year-end audit provides an important foundation for an ongoing relationship that continues throughout the year. This means when the City faces a key accounting decision triggered by new reporting requirements, you will call us. It also means we will call you, alerting you to new auditing rules and to changes you should begin to make even before year-end.

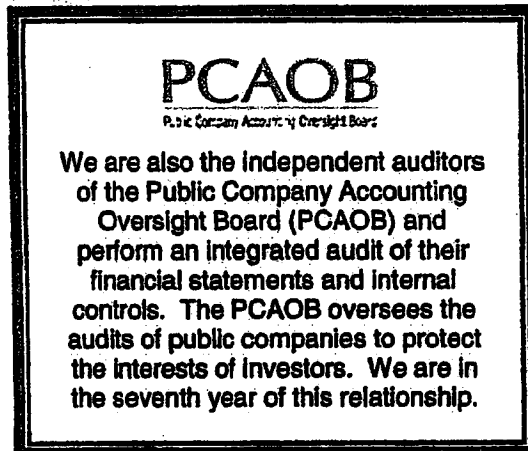
We have extensive audit experience in providing services to government clients and other recipients of state and federal financial assistance. Successfully serving these entities requires that we possess significant knowledge of and experience with OMB Circular A-133, the State Single Audit Act and federal, state and local financial assistance programs, including grant compliance auditing. As a result, we are thoroughly familiar with the complexities and concerns that result from the requirements of compliance with financial assistance programs.

Firm Qualifications and Experience (cont.)

Quality Assurance and Peer Review

Quality is one of BlumShapiro's core values. Our internal Accounting and Auditing Partners Committee is responsible for ensuring that our commitment to quality is put into practice on a daily basis. This committee includes senior partners who regularly meet to review new accounting and auditing pronouncements and monitor internal processes and procedures, ensuring a consistent level of quality and a formal mechanism of control. This group oversees all technical aspects of our practice and our extensive training program for all professionals and develops firm policy and procedures related to performance of work.

One important element of our quality control system is our requirement that a concurring partner experienced in the particular industry review and approve the planning, workpapers and reports prior to issuance of audits the firm performs. This ensures that issues are properly addressed and also enables the concurring partner to step in for the relationship partner in the event of an emergency.



BlumShapiro is a member of the Government Audit Quality Center of the American Institute of Certified Public Accountants (AICPA), a national community of CPA firms that demonstrates a commitment to government audit quality and raises awareness about the importance of government audits. BlumShapiro is also a member of the AICPA's Private Companies Practice Section and is an associate member of the Center for Audit Quality, an autonomous body affiliated with the AICPA.

Peer reviews are required by our profession's quality control and oversight program, and BlumShapiro has received unqualified opinions in every review. We have attached a copy of our latest peer review report, which included a review of specific government engagements. A sample of our audit reports is subject to a desk review each year by the State of Connecticut Office of Policy and Management. None of these desk reviews has resulted in a significant change.

Disciplinary Action

Neither the firm nor any firm employees has been the subject of any disciplinary action by state regulatory bodies or professional organizations during the past three (3) years.

Firm Qualifications and Experience (cont.)

Consulting Services

Our team of consulting professionals has worked with public and private organizations, helping both management and staff identify business, technology and other service needs. We have conducted projects in the following areas:

- **Management and Operational Consulting**
 - Financial risk management
 - Performance management
 - Operational excellence
 - Strategy and corporate solutions
 - Strategy, planning and structure support
 - Change enablement
 - Shared services design/implementation
 - Business process outsourcing

- **Process and Controls Consulting**
 - Assessment of business risks
 - Internal control assessment
 - Sarbanes-Oxley and corporate governance
 - SSAE16 internal control audits for service organizations
 - Computer forensics/eDiscovery

- **Technology Consulting**
 - Master data management
 - Application development
 - Cloud services
 - Business intelligence
 - Portals and collaboration
 - Microsoft partner

- **Business Solutions Consulting**
 - Business enterprise review
 - Software selection, training and implementation
 - Performance management
 - Financial solutions
 - Tagetik
 - Adaptive planning
 - F-9 financial management
 - Intacct
 - AccuFund
 - Sage

Firm Qualifications and Experience (cont.)

- **Litigation and Valuation Services**

- Forensic and investigative accounting
- Business valuation
- Bankruptcy and insolvency
- Computer forensics/eDiscovery
- Economic damages
- Fraud risk assessments
- Insurance investigations and accounting malpractice

Updates on Accounting and Regulatory Developments

We regularly alert clients to changes which will affect their industry and help them anticipate the effects of new state laws and industry trends, as well as provide advice on a wide variety of topics of interest. As emerging issues arise that may affect our clients, we respond through eNewsletters, webinars and e-mail alerts.

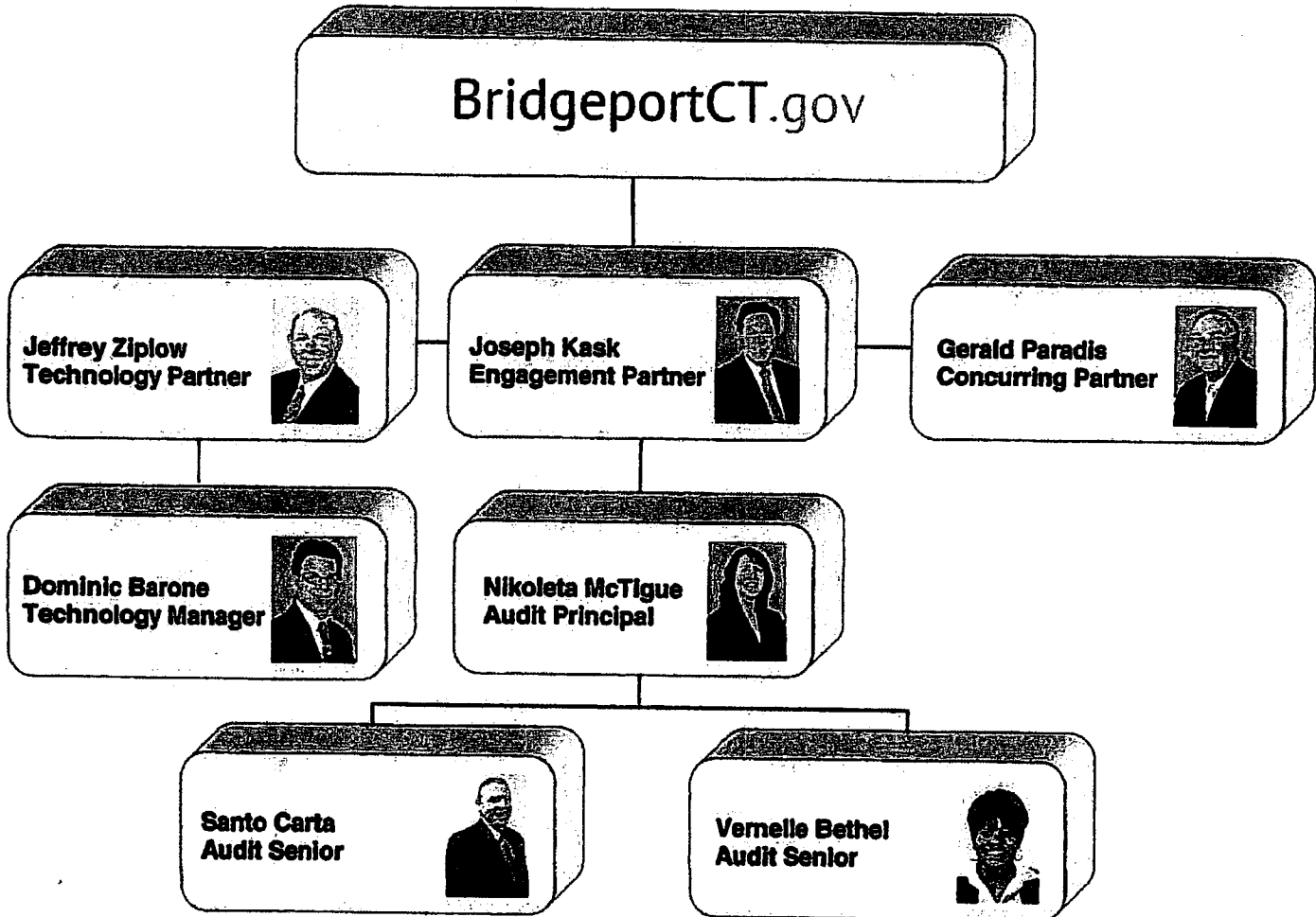
We also conduct periodic presentations which are well attended by our clients. Internal control checklists and other items to assist our clients with the completion of the audit are provided as part of the audit at no additional charge.

Our website offers all of our current and archived issues of our industry specific eNewsletters, as well as relevant interviews and white papers, at gov.blumshapiro.com. Feel free to browse our government industry site that is customized with information relevant to your organization.



Staff Qualifications and Experience

The following represents the proposed organizational chart for the City's engagement team. Senior and staff accountants will be selected from our pool of professionals with government training and experience. Supervisory members are certified public accountants and have a minimum of three (3) years of municipal audit experience in the State of Connecticut.



We recognize that professional services are inseparable from the people who deliver them. BlumShapiro recruits and develops the best staff available, whether it's entry level professionals from the best area colleges and universities or experienced professionals from other firms. The size and variety of the firm's clients, ranging from government and non-profit organizations to private companies of varying sizes, provide our professional staff with a broad range of experience. By employing only the most qualified personnel and training them properly, we have found that our engagements run more smoothly and efficiently and that clients experience less disruption.

The key members of your engagement team possess a wealth of industry experience, substantial knowledge base, outstanding credentials and a results-driven attitude. They are well versed in the challenges facing your industry and have identified solutions to assist you in meeting these challenges. Their detailed résumés are on the following pages.

Staff Qualifications and Experience (cont.)

Licensure of Certified Public Accountants is only required by the State of Connecticut when the CPA is signing financial statements or tax returns. BlumShapiro's policy is that only signers of tax returns and financial statements must obtain licenses, which generally consists only of partners. Therefore, non-partner CPAs on the proposed engagement team are not required to be licensed and are therefore not licensed.

Quality of Staff

The firm strives to retain strong talent who share our vision and values. We believe our turnover rate, which averages half the industry norm, enables us to deliver on our promise to make continuity one of our main priorities. However, we recognize that staff turnover is of great concern to you. Because of our firm's commitment to partner involvement in all client relationships, we can ensure you that if there is staff turnover or the need for additional staff, we will be responsible for updating and training any new staff to provide for a smooth transition. We realize that changes in our staff should not place additional burdens on your staff. If personnel need to be changed, the City has the right to approve or reject replacements.

Affirmative Action Policy



Our firm is an Affirmative Action/Equal Opportunity Employer and is strongly committed to all policies that will afford equal opportunity employment to all qualified persons without regard to race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation, sexual orientation, learning disability, physical disability including, but not limited to blindness, or genetic information, except where any of the above is a bona fide occupational qualification or need. This policy and practice applies to all persons, particularly those that are members of the protected classes identified as being Blacks, Hispanics, Asian Americans, American Indians, Women, Persons with Disabilities and any other category projected by State or federal law. BlumShapiro implements, monitors and enforces the Affirmative Action Policy Statement and programs in conjunction with all applicable federal and state laws, regulations and executive orders.

Continuing Professional Education Attended by Staff

All of our professional staff meet or exceed the continuing professional education requirements established by our profession. In addition, those staff members who serve government organizations that are recipients of federal financial assistance receive at least 24 hours of industry-specific education in compliance with *Government Accounting Auditing Standards*.

All staff assigned to the engagement have exceeded the requirements of *Government Auditing Standards* for continuing professional education.

Staff Qualifications and Experience (cont.)

Role in Engagement

As engagement partner, Joe will continue to provide overall direction to the engagement team, maintaining an active role in the relationship with management. He has primary responsibility for all services.

General Experience Highlights

As partner and Director of BlumShapiro's Governmental Services Group, Joe has over 25 years of experience auditing government entities and non-profit organizations. He has performed audits for numerous municipalities, government agencies and special districts and is also experienced in the area of state and federal non-profit taxation issues.

Joe has significant experience related to the accounting and reporting requirements of various federal and state agencies as well as performing audits in accordance with OMB Circular A-133 and the State Single Audit Act. He has developed and served as an instructor for various staff training programs related to municipal and non-profit organizations. Joe has also been featured as a speaker on a number of programs sponsored by the Connecticut Society of Certified Public Accountants.

Professional Organizations and Activities

- American Institute of Certified Public Accountants (AICPA)
- Connecticut Society of Certified Public Accountants (CTCPA)
Governmental Accounting and Auditing Committee
Former Member, Not-for-Profit Organizations Committee
- Government Finance Officers Association of the U.S. & Canada
- Government Finance Officers Association (GFOA) of CT,
NY & MA
- University of Connecticut Alumni Association
Finance Committee
- Quinnipiac University
Accounting Department Advisory Board
- Mercy High School
Board of Trustees
- MetroHartford Alliance
Government Relations and Public Policy Committee
Legislative Affairs Council
- Hospital of Central Connecticut
Incorporator
- City of Hartford
Budget Analysis Task Force
- Connecticut Council of Small Towns



Joseph A. Kask, CPA

Service Specialties

Financial Statement Audits
Federal and State
Single Audits
Non-Profit Taxation Issues
Staff Training Instruction

Clients Served

Municipalities
Quasi-Government
Organizations
Special Districts
Non-Profit Organizations

Education

University of Connecticut
Bachelor of Science in
Accounting

Staff Qualifications and Experience (cont.)

Role in Engagement

Gerry will continue to serve as partner in charge of the education and state and federal grants portion of the audit as well as concurring partner for the engagement. In his role as concurring partner, he will participate in engagement planning, perform a secondary review of all reports, be available as a technical resource and serve as the contact in the event Joe is not available.

General Experience Highlights

As a partner, Gerry has over 30 years of experience in government and non-profit auditing and has managed the audits of numerous Connecticut municipalities, non-profits and special districts.

Gerry has significant experience related to compliance audits for state and federal grant programs as well as program funding and reporting requirements associated with the Connecticut State Department of Education. He has been extensively involved with the State of Connecticut Office of Policy and Management in facilitating the implementation of the State Single Audit Act.

Gerry has also been a featured speaker and a discussion leader at the Governmental Accounting and Auditing Conference sponsored by the Connecticut Society of Certified Public Accountants and at Connecticut Government Finance Officers Association conferences.

Professional Organizations and Activities

- American Institute of Certified Public Accountants (AICPA)
- Connecticut Society of Certified Public Accountants (CTCPA)
Former Chair, Governmental Accounting and Auditing Committee
Former Chair, Governmental Report Review Subcommittee
- Government Finance Officers Association of the United States and Canada
- Government Finance Officers Association of Connecticut
2005 Albert Young Award Recipient
- Association of Certified Fraud Examiners (ACFE)
- New England Intergovernmental Audit Forum - CTCPA Liaison
- Timberlin Golf Club
Board of Directors
Treasurer
- St. Paul Church
Finance Council
- Connecticut Council of Small Towns



**Gerald P. Paradis,
CPA, CFE**

Service Specialties

Financial Statement Audits
Federal and State Single Audits

Clients Served

Municipalities
Quasi-Government Organizations
Special Districts
Housing Authorities
Charter Schools
Non-Profit Organizations

Education

Central Connecticut State University
Bachelor of Science in Accounting

Staff Qualifications and Experience (cont.)

Role in Engagement

As audit principal, Nikoleta will continue to oversee all aspects of the financial audit services. She will provide technical expertise on all accounting and reporting issues and work with your staff in developing the overall audit schedule and plan.

General Experience Highlights

As a principal, Nikoleta has 16 years of experience auditing municipal and non-profit organizations. She has significant experience related to the accounting and reporting requirements of various federal and state agencies.

Nikoleta has been in charge of the audits of a number of municipalities, housing authorities, special districts and non-profit organizations. In addition, she has experience implementing information technology systems in support of accounting and auditing functions.

Nikoleta has provided audits of financial statements performed in accordance with government auditing standards and HUD regulations.

Professional Organizations and Activities

- American Institute of Certified Public Accountants (AICPA)
- Connecticut Society of Certified Public Accountants (CTCPA)
- Government Finance Officers Association of Connecticut (GFOA)
- Government Finance Officers Association of the United States and Canada
Special Review Committee, GFOA Certificate of Achievement for Excellence in Financial Reporting
- West Hartford Art League
Treasurer, Board of Directors
- Lyme Old Lyme Soccer Club
Treasurer, Board of Directors



**Nikoleta D. McTigue,
CPA, MSA**

Service Specialties

Financial Statement Audits

Federal and State
Single Audits

Information Technology
HUD Audits

Clients Served

Municipalities

Housing Authorities

Special Districts

Non-Profit Organizations

Federal and State
Agencies

Education

University of Tirana
(Albania)

Bachelor of Science in
Economics and Accounting

University of Hartford

Masters of Science in
Professional Accounting

Staff Qualifications and Experience (cont.)

Role in Engagement

As audit senior, Santo will continue to manage the day-to-day activities of the engagement under Nikoleta's direction.

General Experience Highlights

As a senior accountant in our Accounting and Auditing Department, Santo has 14 years of experience in providing services to municipalities, as well as federal and state agencies. In addition, he specializes in audits of non-profit organizations and regional education service centers.

Santo has significant expertise in the areas of state and federal tax compliance and state and federal single audits. He also specializes in the area of municipal-owned and operated utilities, including waste water operations and trash and energy facilities.

Professional Organizations and Activities

- American Institute of Certified Public Accountants (AICPA)



Santo Carta

Service Specialties

Financial Statement Audits
and Reviews

State and Federal Tax
Compliance

State and Federal Single
Audits

Clients Served

Municipalities

Municipal Utilities

Non-Profit Organizations

Education

Central Connecticut State
University

Bachelor of Science in
Accounting

Staff Qualifications and Experience (cont.)

Role In Engagement

As audit senior, Vernelle will continue to manage the day-to-day activities of the engagement under Nikoleta's direction.

General Experience Highlights

As a senior accountant in our Accounting and Auditing Department, Vernelle provides audit services, supervises fieldwork and oversees staff accountants during engagements. Vernelle specializes in supporting clients in the following industries: non-profit organizations, government, education and manufacturing.

Vernelle was an assistant auditor at Grant & Simmons CPAs in Bridgeport before joining BlumShapiro in 2008.

Professional Organizations and Activities

- American Institute of Certified Public Accountants (AICPA)
- Connecticut Society of Certified Public Accountants (CTCPA)
- Association of Chartered Certified Accountants (ACCA)



**Vernelle S. Bethel,
MBA, CAT**

Service Specialties

Financial Statement Audits
and Reviews

Clients Served

Municipalities
Manufacturers
Distributors
Non-Profit Organizations

Education

University of Bridgeport
Bachelor of Science in
Accounting
Masters of Business
Administration in Finance

Staff Qualifications and Experience (cont.)

Role in Engagement

As technology partner, Jeff will provide assistance and advice to the City and the engagement team in all matters related to information technology, infrastructure and security. He will also assist the engagement team in reviewing IT Controls and assessing the impact on the audit work performed.

General Experience Highlights

As a partner in BlumShapiro's consulting group, Jeff is responsible for the firm's business and technology consulting practices. He has significant experience working with business owners and managers to identify technology solutions and alternatives to their business needs.

Jeff has participated on a variety of projects, including defining information and technology requirements, developing strategic technology plans, performing information system security audits and performing software selections.

During the past several years, Jeff has been actively involved in providing investigative support and guidance to law firms and litigation consulting firms on technology-related issues for various criminal and civil court cases. As part of this effort, Jeff has developed a standard approach (methodology) for evidence collection and analysis using various technology tools. Our Computer Forensics practice uses these tools and expertise to help attorneys formulate their case and piece together electronic evidence.

Professional Organizations and Activities

- Certified Information Systems Auditor (CISA)
- Certified in Governance of Enterprise IT (CGEIT)
- Information Systems Audit and Control Association (ISACA)
- Government Finance Officers Association of Connecticut (GFOA)
- Hebrew Health Care Board Member



**Jeffrey I. Ziplow, MBA,
CISA, CGEIT**

Service Specialties

Business and Technology Consulting

Information System Security Audits

Software Selection

Investigative Support and Guidance

Clients Served

Municipalities

Privately Held Businesses

Individuals

Education

University of Vermont

Bachelor of Arts

Boston College

Master of Business Administration

Staff Qualifications and Experience (cont.)

Role in Engagement

As technology manager, Dominic will review the procedures and controls related to the City's financial information systems.

General Experience Highlights

As a senior manager, Dominic has extensive experience in both accounting and information management. He functions as manager in charge of audits for municipal and government entities and consults on accounting system upgrades and conversions. He manages accounting software installations, supervising all aspects of projects from selection through training and implementation.

Dominic brings significant experience as a management information systems consultant. While a consultant for an international insurance company, he automated manual tasks and supported over 200 users in 21 locations throughout the country on various proprietary software systems. Consulting has provided Dominic with extensive experience in designing and testing systems and training end users.

Prior to his role as an information systems consultant, Dominic was a staff auditor, working primarily with municipalities and non-profits. This accounting and auditing experience is an essential foundation in selecting and implementing practical systems and audit controls.

In addition, Dominic is responsible for the technology review required during an audit. This critical review of technology security and controls results in a report of observations and recommendations.

Professional Organizations and Activities

- American Institute of Certified Public Accountants (AICPA)
- Connecticut Society of Certified Public Accountants (CTCPA) Technology Committee
- Certified Information Technology Professional (CITP)
- Certified Information Systems Auditor (CISA)
- Information Systems Audit and Control Association (ISACA)



**Dominic Barone, CPA,
CITP, CISA, CGEIT, CRISC**

Service Specialties

Accounting
Financial Statement Audits
Information Systems
Consulting
Accounting Software
Installations

Clients Served

Municipalities
Quasi-Government Entities

Education

Ohio University
Bachelor of Arts in
Accounting and
Management Information
Systems

Similar Government Engagements

We encourage you to learn first-hand of our service capabilities and qualifications by contacting our government clients listed below:

Organization and Location	Date	Engagement Partner	Total Hours	Client Contact
City of Norwich* 100 Broadway, Room 105 Norwich, CT 06360-4431	Through 6/30/17	Paradis	800	Mr. Joshua Pothier Comptroller (860) 823-3700
<u>Scope of work:</u> financial statement audit, federal and state single audits, ED001 agreed-upon procedures <u>Population:</u> 40,502 <u>Total Revenues:</u> \$138 million				
City of Waterbury* 236 Grand Street Waterbury, CT 06702	Through 6/30/14	Paradis	1,300	Mr. Michael LeBlanc Director of Finance (203) 574-6840
<u>Scope of work:</u> financial statement audit, federal and state single audits, ED001 agreed-upon procedures <u>Population:</u> 109,915 <u>Total Revenues:</u> \$543 million				
City of Milford* 70 West River Street Milford, CT 06460	Through 6/30/14	Kask	1,200	Peter A. Erodici Jr. Director of Finance (203) 783-3220
<u>Scope of work:</u> financial statement audit, federal and state single audits <u>Population:</u> 52,981 <u>Total Revenues:</u> \$226 million				
City of Bristol* 111 North Main Street Bristol, CT 06010	Through 6/30/16	Kask	1,200	Mr. Glenn S. Klocko Comptroller (860) 584-6127
<u>Scope of work:</u> financial statement audit, federal and state single audits <u>Population:</u> 60,603 <u>Total Revenues:</u> \$224 million				
City of New Britain* 27 West Main Street New Britain, CT 06051	Through 6/30/15	Kask	1,100	Ms. Becky Salerni Acting Finance Director (860) 826-3434
<u>Scope of work:</u> financial statement audit, federal and state single audits <u>Population:</u> 73,153 <u>Total Revenues:</u> \$289 million				

* Clients having a GFOA Certificate of Achievement for Excellence in Financial Reporting

Audit Approach

Continuity of Service

As the current independent auditor for the City, BlumShapiro can ensure a seamless transition into the next fiscal year based upon our thorough understanding of your operations.

The first year of the engagement would not require extensive client involvement to reacquaint ourselves with a basic understanding of your accounting and reporting processes, accounting systems and personnel roles and responsibilities. We will perform the work covered in the time period required in the Request for Proposal. At the beginning of each of the following year's audit, we will review the prior year engagement to determine if any improvements can be made to the overall process. Our audit approach includes the active participation of the partner and manager to ensure that the audit process is effectively coordinated and monitored throughout the engagement.

Risk-Based Audit Approach

Auditing standards issued by the AICPA require the auditor to consider the client's internal control environment in planning and performing the audit. During the planning stage of our audit, we will meet with management and key employees to document critical processes in your organization.

As we gain an understanding of your internal control structure, we will also perform a thorough risk assessment, including business, financial reporting and fraud risks. We will then assess whether the design of your internal control environment is adequate to address the identified risks. We find that this exercise results in the formulation of an effective risk-based audit plan as well as meaningful observations and recommendations.

Finally, we formulate an audit plan that incorporates the combination of control testing and substantive testing that will result in the most efficient and effective audit possible in light of your internal control environment and the risks that we have identified.

IT Control Review and Assessment

In response to the increased use of information technology in all aspects of an organization and in accordance with Statement on Auditing Standards (SAS) No. 109 and 110, *Impact of Information Technology Controls on Audit Planning*, BlumShapiro will perform an assessment of your current IT infrastructure, systems, processes and controls and security to enhance our understanding of your internal controls and make a proper assessment of control risks for our financial audit.

We perform this type of assessment for all our audit clients to help understand and document the critical information technology controls within each audit organization. BlumShapiro will be on site to perform the IT control assessment, which typically takes four to six hours to complete. BlumShapiro utilizes the IT professional staff associated with our Consulting Group to perform this assessment. This allows qualified CISA (Certified Information System Auditors) professionals to adequately assess the IT controls and risks within your organization.

Audit Approach (cont.)

We will also document our technology control findings and recommendations, typically in the areas of financial application security, network security, policies and procedures, data backup and disaster recovery. This document provides recommendations to enhance internal IT controls and is used as the basis for future IT control assessments in the future audit years.

Engagement Software

We have implemented state-of-the-art engagement information system software to virtually eliminate the clerical aspects of preparing financial statements. Your accounting data are electronically imported to the system, and this information is automatically linked to the financial statements and electronic workpapers. We use data extraction software which enables us to draw data directly from your current accounting software to use the information already input for a variety of purposes including analytical review and sample selection.

Audit Segmentation

The following is a breakdown of how the audit will be performed:

Preliminary Fieldwork (approximately 25%-35% of total hours) – This phase will be performed primarily by supervisory members of our staff and will include the following components:

- Planning survey
- Documentation of control environment
- Audit of tax collector and assessor's department
- Other preliminary fieldwork

Fieldwork (approximately 50%-65% of total hours) – This phase will be performed primarily by staff members under the direct supervision of our experienced supervisory staff and will include the following components:

- Tests of balances and controls
- Collection of evidence to support financial statements

Final Phase (approximately 10%-15% of total hours) – This phase will be performed primarily by supervisory members of our staff and will include the following components:

- Review of audit documentation
- Review of draft financial statements, management recommendations and proposed adjustments with management
- Presentation of final report

Audit Approach (cont.)

Planning Survey

The planning survey, which will be performed as shortly after our appointment as possible, will include the following:

- Update our knowledge of the City's operating environment by reviewing management's plans and objectives and by studying historical documents such as financial reports, budgets, and other records.
- Re-acquaint ourselves with your personnel responsible for accounting and financial data to gain an understanding of the flow of information, internal controls and accounting records.
- Assess the audit risks that pertain to each account balance, or class of transactions in order to focus our audit effort based upon the risk of error in each area.

Sampling

Our sample sizes will be dependent upon materiality and the results of other procedures applied. Sample sizes will be determined during our planning phase.

Sampling of certain tests of controls are only performed if we assess control risk below the maximum level in order to reduce the extent of substantive tests. In deciding whether to apply tests of controls thereby modifying substantive tests, we consider the following factors:

- The strength of the internal control(s) to be relied upon.
- The risk of management override of those internal controls.
- The expected rate of deviations from these controls.
- The cost of performing tests of controls relative to savings that would result from restricting substantive testing.

Sampling for the purposes of tests of compliance as required by both the Federal and State Single Audit will be selected based on the nature of the program involved. It is anticipated that the compliance testing will take place prior to year-end, once the identification of grant expenditures by program has taken place.

Communication

Prior to the start of fieldwork, we will meet with your staff to design a workplan and schedule that coincides with your expectations. During the course of the engagement, we will meet with the City's designated contacts on a regular basis to discuss the progress of the engagement and any issues that may have been encountered.

At the conclusion of our audit we will request, as required by our professional standards, certain written representations from you about the financial statements and matters related thereto.

Audit Approach (cont.)

In connection with the planning and the performance of our audit, generally accepted auditing standards require that we communicate certain matters to management. Although we do not anticipate any potential audit problems, we will, to the extent that they come to our attention, communicate irregularities and illegal acts that are clearly not inconsequential. We will also communicate significant deficiencies that come to our attention.

In addition, we will communicate certain other matters related to the conduct of our audit, including significant accounting policies, management judgments and accounting estimates, significant audit adjustments (recorded and unrecorded), disagreements with management, difficulties encountered in performing the audit and major issues discussed with management prior to our retention as auditors. With respect to these communications, it is our practice to discuss all comments, if appropriate, with the level of management responsible for the matters prior to their communication to senior management.

Since our primary objective will be to provide audit and other related services to the City, we will tailor the engagement to your particular needs by developing an audit plan which is suitable and cost effective and by assigning appropriate personnel to the engagement. Equally important to our primary objective of rendering an opinion on the financial statements is to maximize the services you receive as a result of our audit. We will be available to provide ongoing assistance to you in the implementation of any GASB changes and in submission of your CAFR for the Certificate program, if applicable. We will provide concise, pertinent and timely recommendations regarding accounting, financial reporting, recordkeeping and other matters that might arise.

Identification of Potential Audit Problems

At this time, we do not anticipate any major audit issues. However, should any unanticipated problems arise, we will communicate them to the appropriate individuals prior to taking any action and billing any additional fees.

We may also have other comments for management on matters we have observed and possible ways to improve the efficiency of your operations or other recommendations concerning the internal controls.

Municipal Client List

We provide audit and consulting services for the following municipalities, in addition to the City of Bridgeport. Those municipalities marked by an asterisk have received the GFOA Certificate of Achievement for Excellence in Financial Reporting. Those municipalities marked with § have populations of at least 50,000.

Cities, Towns and Regional School Districts

- > City of Bridgeport*§
- > City of Bristol*§
- > City of Meriden*§
- > City of Middletown*
- > City of Milford*§
- > City of New Britain*§
- > City of Norwich*
- > City of Torrington
- > City of Waterbury§
- > Town of Avon*
- > Town of Berlin*
- > Town of Bloomfield*
- > Town of Branford
- > Town of Clinton
- > Town of Coventry*
- > Town of East Haddam
- > Town of East Hartford*§
- > Town of Easton
- > Town of Farmington
- > Town of Granby*
- > Town of Groton*
- > Town of Gullford*
- > Town of Haddam
- > Town of Kent
- > Town of Litchfield
- > Town of Madison*
- > Town of Manchester*§
- > Town of Mansfield*
- > Town of Marlborough
- > Town of Newington*
- > Town of Plainville*
- > Town of Plymouth
- > Town of Redding
- > Town of Ridgefield*
- > Town of Rocky Hill*
- > Town of Seymour
- > Town of Simsbury*
- > Town of Southbury
- > Town of Southington*
- > Town of South Kingstown, RI*
- > Town of South Windsor
- > Town of Stratford*§
- > Town of Suffield
- > Town of Thompson
- > Town of Tolland*
- > Town of Trumbull
- > Town of Wallingford*
- > Town of Watertown*
- > Town of West Hartford*§
- > Town of Westerly, RI*
- > Town of Wethersfield*
- > Town of Windsor Locks
- > Regional School District #9
- > Regional School District #13
- > Regional School District #19*

* Clients having a GFOA Certificate of Achievement for Excellence in Financial Reporting
§ Clients with populations of at least 50,000

**APPENDIX A
BIDDER GUARANTEES
AND
BIDDER WARRANTIES**

Bidder Guarantees

The bidder certifies that it can and will provide and make available, at a minimum, all services set forth in Section IV, Nature of Services Required.

Bidder Warranties

1. Bidder warrants that it is willing and able to comply with State of Connecticut laws with respect to foreign (non-State of Connecticut) corporations.
2. Bidder warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof.
3. Bidder warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City of Bridgeport.
4. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: 

Name (typed): Joseph A. Kask, CPA

Title: Partner

Firm: Blum, Shapiro & Company, P.C.

Date: April 22, 2014

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

(To be included with bid # CMB482144)

State of.....)

County of.....)

Joseph A. Kask, CPA, Partner, being first duly sworn, deposes and says that:

(1) He is Partner of Blum, Shapiro & Company, P.C., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Bridgeport, owner, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

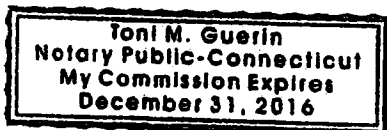
Joseph A. Kask
(Signed)

Partner
(Title)

Subscribed and sworn to before me this 22nd day of April, 2014.

Toni M. Guerin (Title) Notary

My Commission Expires: 12-31-2016



BIDDER INFORMATION

ALL BIDS, PROPOSALS AND QUALIFICATIONS SUBMITTED TO THE CITY OF BRIDGEPORT FOR ANY CONTRACT VALUED OVER \$25,000 WILL BE DEEMED INCOMPLETE UNLESS THE BIDDER SUBMITS THE COMPLETED ORIGINAL OF THIS FORM PRIOR TO AWARD. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.

Name of Business: Blum, Shapiro & Company, P.C.

Person signing this form: Joseph A. Kask, CPA

Title: Partner

Phone Number: (860) 570 - 6372

The undersigned hereby represents that the following statements are true, correct and complete, to the best of his/her knowledge and belief, and that the City of Bridgeport is entitled to rely thereon:

1. Business is (check one)

- | | |
|--|--|
| <input checked="" type="checkbox"/> a corporation | <input type="checkbox"/> a general partnership |
| <input type="checkbox"/> a limited liability company | <input type="checkbox"/> a sole proprietorship |
| <input type="checkbox"/> a limited liability partnership | <input type="checkbox"/> other _____ |

2. Business Address: 29 South Main Street, West Hartford, CT 06107

3. State of incorporation or organization: Connecticut
 Other _____

4. What other trade names does the Business use, if any?
BlumShapiro

5. (a) Identify all officers, directors, managing or general partners, or managing members.

<u>Name</u>	<u>Address</u>	<u>Title</u>
<u>Carl R. Johnson, CPA</u>	<u>29 S. Main St. WH, CT</u>	<u>Firm Managing Partner</u>

Effective November 1, 2006

<u>Peter Niedermeyer, CPA</u>	<u>29 S. Main St. WH, CT</u>	<u>Secretary</u>
<u>John A. Zinno, Jr., CPA</u>	<u>2 Enterprise Dr, Shelton, CT</u>	<u>Shelton Managing Partner</u>
<u>Kevin White, CPA</u>	<u>1 Pine Hill Dr, Quincy, MA</u>	<u>Quincy Managing Partner</u>
<u>Gregory Cabral, CPA</u>	<u>50 Holden St, Providence, RI</u>	<u>Providence Managing Partner</u>

(b) Identify owners of 5% or more interest in the Business:

None

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Identify any parent organization of the Business.

Parent's name None, a

- | | |
|--|--|
| <input type="checkbox"/> a corporation | <input type="checkbox"/> a general partnership |
| <input type="checkbox"/> a limited liability company | <input type="checkbox"/> a sole proprietorship |
| <input type="checkbox"/> a limited liability partnership | <input type="checkbox"/> other _____ |

State of Incorporation or organization: _____

7. Has the Business, any Parent, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents ever been convicted of, entered a plea of guilty, entered a plea of *nolo contendere*, or otherwise admitted to:

- | | <u>Yes</u> | <u>No</u> |
|---|--------------------------|-------------------------------------|
| a) the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) to a violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Effective November 1, 2006

private contract or subcontract?

- d) the fraudulent, criminal or other seriously improper conduct while participating in a joint venture or similar arrangement.
- e) willfully failed to perform in accordance with the terms of one or more public contracts, agreements or transactions?
- f) had a history of failure to perform or a history of unsatisfactory performance of one or more public contracts, agreements or transactions?
- g) willfully violated a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction?

IF YOU ANSWER YES TO ANY PART OF PARAGRAPH 7, EXPLAIN ON AN ATTACHED SHEET.

8. Read and initial at the end of the following paragraph:

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

9. Read and initial at end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE UPDATED UPON ANY CHANGE.
JK (Initial)

Dated: 7-22-2014

Joseph A. Kask
Name: Joseph A. Kask, CPA
Title: Partner
duly-authorized

State of CONNECTICUT

County of Hartford

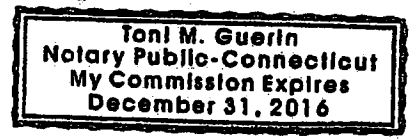
)
) ss:
)

At: West Hartford, CT

Subscribed and sworn to before me on April 22, 2014
Date

By: Toni M. Guerin

Notary Public
My Commission Expires: 12-31-2016
Commissioner of the Superior Court



American Institute of
Certified Public Accountants

Mississippi Society of
Certified Public Accountants

An Independent Member of
CPA Associates International, Inc.,
A Worldwide Association of Accounting Firms



EUBANK BETTS

Eubank, Betts, Hirn, Wood, PLLC

A Professional Limited Liability Company
CERTIFIED PUBLIC ACCOUNTANTS

3820 I-55 North, Suite 100
Jackson, MS 39211

Post Office Box 16090
Jackson, MS 39236-6090

Phone: 601-987-4300
Fax: 601-987-4314

www.eubankbetts.com

SYSTEM REVIEW REPORT

September 27, 2013

To the Shareholders of
Blum, Shapiro & Company, P. C.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Blum, Shapiro & Company, P. C. (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Blum, Shapiro & Company, P. C. in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Blum, Shapiro & Company, P. C. has received a peer review rating of *pass*.


EUBANK, BETTS, HIRN, WOOD, PLLC

BlumShapiro

Accounting Tax Business Consulting

APPENDIX C

FIXED FEES

To be submitted on your firm's letterhead in a separate envelope.

Firm's Name:

Location of office staffing the audit:

Blum, Shapiro & Company, P.C.

West Hartford, CT

Number of municipal professional audit
Staff at this location: 64

Number of municipal audit staff to be assigned
to City: 7

Connecticut Municipal audit clients (FY 06 engagements for municipalities with populations of 50,000 or more): 10 - please refer to municipal client list in proposal

FIXED FEES

YEAR 5

	Proposed # of Hours	Year 1	Year 2	Year 3	Year 4	Year 5
Audit and report on City's general purpose financials (1)	820	\$115,900	\$118,200	\$121,700	\$124,100	\$126,700
Board of Education						
Board of Education financials	250	54,500	55,600	56,600	57,700	58,800
School Lunch Program	25	5,000	5,100	5,200	5,300	5,400
School Activity Funds	25	4,000	4,000	4,100	4,100	4,200
ED001 (including special Education grants)	100	20,800	21,200	21,600	22,000	22,400
Federal & State Single Audit Act statements and reports	300	39,100	39,900	40,000	40,800	41,600
Municipal Development (2)	--	--	--	--	--	--
Water Pollution Control Authority	80	10,600	10,900	11,000	11,200	11,400
Total City of Bridgeport Fees	1,600	\$249,900	\$254,900	\$260,200	\$265,200	\$270,500

(1) Includes management letter and report on the combined and individual fund financial statements, and assistance with Certificate of Achievement for Excellence in Financial Reporting with GFOA.

(2) Per the City, there is not a Municipal Development Component

Indicate amounts contained in (1) above for the following:

	Proposed # of Hours	Year 1	Year 2	Year 3	Year 4	Year 5
WPCA	--	\$ --	\$ --	\$ --	\$ --	\$ --
Pension Trust Fund	80	\$15,000	\$15,300	\$15,600	\$15,900	\$16,200

Total hours included in Total Fees:

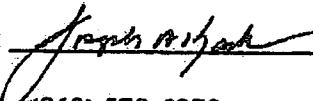
Partner	<u>160</u>
Principal	<u>200</u>
Staff	<u>1,240</u>

Rate for hours outside the specified scope, \$ per hour:

Partner	<u>\$ 320</u>
Principal	<u>\$ 260</u>
Staff	<u>\$ 150</u>

Submitted by: Joseph A. Kask, CPA

Date: April 22, 2014

Signature: 

Title: Partner

Telephone: (860) 570-6372

Fax: (860) 726-7572

Municipal Suspend Tax Book.

**Report
of
Committee
on
Budget & Appropriations**

Submitted: June 16, 2014

Adopted: _____

Fleeta S. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

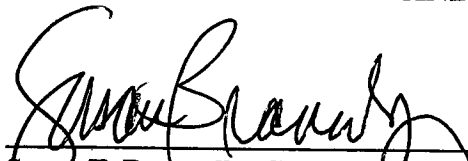
The Committee on **Budget and Appropriations** begs leave to report; and recommends for adoption the following resolution:

***93-13 Consent Calendar**

RESOLVED, That City Council of the City of Bridgeport hereby approve, as directed by the State Tax Commission under Section 12-165, a copy of Municipal Suspense Tax Book for fiscal year ending June 30, 2014; and be it further

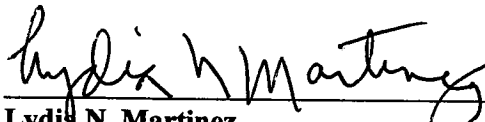
RESOLVED, That this Manual represents Grand List 1998 through 2012, which consist of Analyzed Personal Property and Motor Vehicle Taxes at the close of the fiscal year ending June 30, 2014 for the total amount of \$106,684.29.

Respectfully submitted,
**THE COMMITTEE ON BUDGET
AND APPROPRIATIONS**




Susan T. Brannelly, Co-Chair

Michael J. Marella, Jr., Co-Chair




Lydia N. Martinez

AmyMarie Vizzo-Paniccia



Patricia Swain

Howard Austin, Sr.



Denese Taylor-Moye

Bill #	Name	Reason	Total Susp
2008-03-0050426	ADAMS DELOIS AND	BANKRUPTCY	259.56
2002-03-6257141	ALEXANDRE JOSEPH	BANKRUPTCY	525.5
2002-03-6612251	ALEXANDRE JOSEPH	BANKRUPTCY	66.64
2002-04-6819009	ALEXANDRE JOSEPH	BANKRUPTCY	65.96
2002-04-6819017	ALEXANDRE JOSEPH	BANKRUPTCY	57.19
2003-03-6257141	ALEXANDRE JOSEPH	BANKRUPTCY	269.5
2003-03-6612251	ALEXANDRE JOSEPH	BANKRUPTCY	45.7
2003-03-6994030	ALEXANDRE JOSEPH	BANKRUPTCY	53.22
2003-03-6994048	ALEXANDRE JOSEPH	BANKRUPTCY	47.76
2004-03-6994048	ALEXANDRE JOSEPH	BANKRUPTCY	45.16
2005-02-8716543	AMARO WILLIAM T	UNCOLLECTABLE	298.75
2006-03-5055493	ANDERSON EVELYN	BANKRUPTCY	321.46
2003-03-8130350	ANDERSON PAUL E JR	BANKRUPTCY	53.22
2005-03-8130767	ANDERSON PAUL E JR	BANKRUPTCY	109.52
2008-02-0040351	ANDRADE TILE & MARBLE SERVICES	OUT OF BUSINESS	38.93
2009-02-0040351	ANDRADE TILE & MARBLE SERVICES	OUT OF BUSINESS	47.37
2010-02-0040351	ANDRADE TILE & MARBLE SERVICES	OUT OF BUSINESS	33.97
2006-02-7953323	APPROVED PURIFICATION CORP	OUT OF BUSINESS	3,870.00
2007-02-7953323	APPROVED PURIFICATION CORP	OUT OF BUSINESS	5,015.26
2008-02-0040388	APPROVED PURIFICATION CORP	OUT OF BUSINESS	4,358.26
2009-02-0040388	APPROVED PURIFICATION CORP	OUT OF BUSINESS	1,040.56
2010-02-0040388	APPROVED PURIFICATION CORP	OUT OF BUSINESS	832.44
2011-02-0040319	APPROVED PURIFICATION CORP	OUT OF BUSINESS	863.32
2006-02-3893034	AS & R PETROLEUM LLC	BANKRUPTCY	1,275.10
2007-02-3893034	AS & R PETROLEUM LLC	OUT OF BUSINESS	2,785.14
2008-02-0040432	AS & R PETROLEUM LLC	OUT OF BUSINESS	2,420.28
2009-02-0040432	AS & R PETROLEUM LLC	OUT OF BUSINESS	2,476.52
2010-02-0040432	AS & R PETROLEUM LLC	OUT OF BUSINESS	1,981.22
2011-02-0040360	AS & R PETROLEUM LLC	OUT OF BUSINESS	2,054.68
2012-02-0000950	AS & R PETROLEUM LLC	OUT OF BUSINESS	2,614.90
2002-03-5929523	AVILA ANGEL	BANKRUPTCY	398
2002-04-6440336	AVILA ANGEL	BANKRUPTCY	179.4
2003-03-5929523	AVILA ANGEL	BANKRUPTCY	191.72
2003-03-6618712	AVILA ANGEL	BANKRUPTCY	148.06
2003-03-7000776	AVILA ANGEL	BANKRUPTCY	74.03
2004-03-5929523	AVILA ANGEL	BANKRUPTCY	158.74
2004-03-7000776	AVILA ANGEL	BANKRUPTCY	131.24
2004-03-7377799	AZEVEDO OLIVIER	BANKRUPTCY	181.32
2004-04-7586045	AZEVEDO OLIVIER	BANKRUPTCY	198.9
2005-03-7377799	AZEVEDO OLIVIER	BANKRUPTCY	185.7
2005-03-7755947	AZEVEDO OLIVIER	BANKRUPTCY	384.76
2006-03-7755947	AZEVEDO OLIVIER	BANKRUPTCY	293.3
2005-02-8353049	BATISTA ANTONIO C	UNCOLLECTABLE	73.47
2005-02-8716539	BAUGH PHILLIP ANTHONY	UNCOLLECTABLE	135.04

2009-03-0004932	BEAUCHEMIN CLAYTON O	DECEASED	181.16
2010-03-0004955	BEAUCHEMIN CLAYTON O	DECEASED	156.98
1998-03-5063429	BELL DEKENYA L	BANKRUPTCY	219.52
2005-02-8716627	BELLAMY LEROY	UNCOLLECTABLE	62.91
2006-03-8147767	BEMBER PATRICIA	BANKRUPTCY	78.02
2006-04-7979098	BEMBER PATRICIA	BANKRUPTCY	1,542.63
2006-04-8366744	BEMBER PATRICIA	BANKRUPTCY	177.71
2006-04-8366752	BEMBER PATRICIA	BANKRUPTCY	183.61
2006-04-8366761	BEMBER PATRICIA	BANKRUPTCY	364.21
2005-02-8716629	BENTO MICHELE	UNCOLLECTABLE	196.09
2004-04-7592487	BOLLINS GEORGE	BANKRUPTCY	111.69
2005-03-7762790	BOLLINS GEORGE	BANKRUPTCY	136.14
2009-03-0006424	BONET ANIBAL	BANKRUPTCY	115.98
2010-03-0006485	BONET LORI L	BANKRUPTCY	300.48
2010-03-0006796	BOWYER JULIE H	BANKRUPTCY	469.34
2011-03-0056977	BRANCH LYDIA M	DECEASED	498.66
2012-03-0057126	BRANCH LYDIA M	DECEASED	413.96
2011-03-0056982	BRANCH PHILIP J	DECEASED	45.22
2004-03-6628084	BRANTLEY ANNIE	DECEASED	132.29
2005-03-6628084	BRANTLEY ANNIE	DECEASED	260.44
2006-03-6628084	BRANTLEY ANNIE	DECEASED	218.88
2007-03-6628084	BRANTLEY ANNIE	DECEASED	194.24
2010-03-0007171	BRENTON YVONNE	BANKRUPTCY	242.2
2009-03-0007503	BROOKS HARRY A	DECEASED	5.93
2010-03-0007561	BROOKS HARRY A	DECEASED	57.08
2010-04-0081907	BROWN ISLINE ARLENE	BANKRUPTCY	122.49
2001-03-6989495	BROWN LICHANDERINE	BANKRUPTCY	685.78
2006-03-7766604	BROWN STANLEY	BANKRUPTCY	338.08
2007-03-7766604	BROWN STANLEY	BANKRUPTCY	299.58
2012-03-0058523	BURSK JONATHAN H	DECEASED	577.18
2009-02-0045325	CAFE LULUS	OUT OF BUSINESS	346.86
2010-02-0045325	CAFE LULUS	OUT OF BUSINESS	346.86
2005-02-8337639	CAFORA LOUIS	UNCOLLECTABLE	80.5
2005-03-7014661	CAJIGAS ADALBERTO C	DECEASED	58.44
2005-02-8716589	CALDERON JORGE O	UNCOLLECTABLE	100.84
2002-03-6277419	CAMPBELL AMANDA	BANKRUPTCY	357.42
2003-03-7015391	CAMPBELL AMANDA	BANKRUPTCY	176.7
2008-04-0082276	CAPLE ESSICK C JR	BANKRUPTCY	6.04
2009-03-0009558	CAPLE ESSICK C JR	BANKRUPTCY	112.98
2010-03-0009585	CAPLE ESSICK C JR	BANKRUPTCY	107.04
2012-03-0061125	CHAPMAN BARBARA F	DECEASED	46.46
2008-03-0061788	CHUPCAVICH DAVID J	DECEASED	257.62
2008-03-0061789	CHUPCAVICH DAVID J	DECEASED	58.5
2005-03-7776863	CLARK GERALDINE G	BANKRUPTCY	206.79
2005-04-6135592	CLARK GERALDINE G	BANKRUPTCY	438.4
2006-03-6285446	CLARK GERALDINE G	BANKRUPTCY	465.94
2006-03-7776863	CLARK GERALDINE G	BANKRUPTCY	341.68

2005-03-7776880	CLARK LATOYA A	BANKRUPTCY	40.68
2006-03-7776880	CLARK LATOYA A	BANKRUPTCY	39.72
2005-04-7993627	CLARK STILL LATOYA A	BANKRUPTCY	45.96
2006-03-8164548	CLARK STILL LATOYA A	BANKRUPTCY	99.7
2007-03-8164548	CLARK STILL LATOYA A	BANKRUPTCY	107.66
2010-03-0013398	COOTE KEITH A	BANKRUPTCY	68.18
2010-03-0013399	COOTE KEITH A	BANKRUPTCY	74.13
2006-03-7780071	CORA NORMA I	BANKRUPTCY	281.74
2007-03-7780071	CORA NORMA I	BANKRUPTCY	258.22
2008-03-0063461	CORREA DOUGLAS J	DECEASED	588.04
2005-03-6646198	CROSS JAMES E JR OR	DECEASED	55.92
2006-03-6646198	CROSS JAMES E JR OR	DECEASED	307
2007-03-6646198	CROSS JAMES E JR OR	DECEASED	281.62
2005-02-8716636	CROSS KAREN S	UNCOLLECTABLE	158.17
2010-03-0016719	DEMKO JOSEPH A	DECEASED	241.81
2006-03-7036321	DENNIS LAWYER	DECEASED	372.02
2006-04-8392648	DENNIS LAWYER	DECEASED	421.14
2007-03-8565151	DENNIS LAWYER	DECEASED	686.54
2008-03-0066750	DENNIS LAWYER	DECEASED	450.94
2011-03-0066611	DESANTO JOHN JR	DECEASED	58.79
2012-03-0066729	DESANTO JOHN JR	DECEASED	53.99
2010-03-0019441	ENCARNACION KATERIN O OR	BANKRUPTCY	882.78
2011-03-0069021	ENCARNACION KATERIN O OR	BANKRUPTCY	1,055.30
2009-02-0041761	EPERNAY BISTRO	OUT OF BUSINESS	1,796.56
2010-02-0041761	EPERNAY BISTRO	OUT OF BUSINESS	2,204.02
2011-02-0041608	EPERNAY BISTRO	OUT OF BUSINESS	2,826.32
2012-02-0003954	EPERNAY BISTRO	OUT OF BUSINESS	3,021.44
2012-03-0070273	FALLON THOMAS	DECEASED	236.94
2012-04-0085929	FEW GOOD MEN TRUCKING LL	DECEASED	353.51
2007-02-1339677	GOLD COAST INC	OUT OF BUSINESS	1,783.20
2012-03-0075819	GRANT-PAUL NICOLE LORRIC	BANKRUPTCY	6.87
2000-04-6167036	HARRISON CATHERINE	BANKRUPTCY	560.76
2001-03-6325898	HARRISON CATHERINE	BANKRUPTCY	457.52
2006-02-8338058	HARRISON CATHERINE	BANKRUPTCY	361.2
2012-03-0077761	HAZEL SHANTANA R	BANKRUPTCY	138.54
2012-03-0077762	HAZEL SHANTANA R	BANKRUPTCY	197.98
2007-04-0087519	HAZEL WILLIAM A	BANKRUPTCY	125.68
2008-03-0078151	HAZEL WILLIAM A	BANKRUPTCY	134.44
2009-03-0027836	HAZEL WILLIAM A	BANKRUPTCY	126.46
2010-03-0027899	HAZEL WILLIAM A	BANKRUPTCY	118.52
2012-03-0077773	HEADLEY WILLIAM W	DECEASED	491.38
2009-02-0044835	HOOPZ SPORTS BAR & GRILL	OUT OF BUSINESS	196.78
2010-02-0044835	HOOPZ SPORTS BAR & GRILL	OUT OF BUSINESS	157.42
2005-03-7825716	JEFFERSON LAWRY J	BANKRUPTCY	522.38
2000-04-6175063	JOHNSON TANYA N	BANKRUPTCY	29.58
2001-03-6336024	JOHNSON TANYA N	BANKRUPTCY	69.17
2001-04-6175063	JOHNSON TANYA N	BANKRUPTCY	328.47

2002-03-6336024	JOHNSON TANYA N	BANKRUPTCY	340.98
2011-03-0081810	JORDAN DIJUANA C	BANKRUPTCY	87.15
2012-03-0082429	JORDAN DIJUANA C	BANKRUPTCY	249.88
2002-03-6339317	KIMBERLY WALKER	BANKRUPTCY	83.08
2006-03-8219075	KIRKSEY EDDIE	DECEASED	20.64
2009-02-0042895	LANTEDESHIA HAIR SALON & SPA	OUT OF BUSINESS	495.5
2010-02-0042895	LANTEDESHIA HAIR SALON & SPA	OUT OF BUSINESS	396.4
2011-02-0042628	LANTEDESHIA HAIR SALON & SPA	OUT OF BUSINESS	411.1
2012-03-0084636	LAPLACA PEGGY E	DECEASED	123.47
2012-03-0084714	LAROSA VINCENT 2ND	DECEASED	72.2
2012-04-0089851	LAROSA VINCENT 3RD	DECEASED	46.42
2012-04-0089852	LAROSA VINCENT 3RD	DECEASED	134.02
2005-03-5665771	LIVINGSTON JOHNNY JR	DECEASED	45.12
2006-03-5665771	LIVINGSTON JOHNNY JR	DECEASED	44.06
2003-03-7088339	LOMINY JEAN P	DECEASED	105.74
2012-03-0087162	LUNA ELIZABETH	BANKRUPTCY	118.88
2011-04-0090681	LUNA ELIZABETH J	BANKRUPTCY	141.5
2012-03-0087163	LUNA ELIZABETH J	BANKRUPTCY	138.54
2011-03-0086498	LUNA HOWARD	BANKRUPTCY	87.15
2011-03-0086499	LUNA HOWARD	BANKRUPTCY	80.58
2011-03-0086500	LUNA HOWARD	BANKRUPTCY	476.46
2010-03-0037703	MAKHRAZ YOUSSEF S	BANKRUPTCY	536.34
2011-03-0087183	MAKHRAZ YOUSSEF S	BANKRUPTCY	496.62
2012-03-0089802	MAYE HAZEL SHANTANA R	BANKRUPTCY	283.36
2008-03-0095031	NASH MICHAEL G	DECEASED	151.05
1998-03-5430456	PEREZ MIRTA	BANKRUPTCY	91.56
1998-03-4879277	PEREZ MIRTA F	BANKRUPTCY	138.78
1998-03-5152022	PEREZ MIRTA F	BANKRUPTCY	65.98
1999-03-5152022	PEREZ MIRTA F	BANKRUPTCY	130.78
1999-03-5753981	PEREZ MIRTA F	BANKRUPTCY	252.54
2000-03-5753981	PEREZ MIRTA F	BANKRUPTCY	219.52
2010-04-0092981	PERUSSE SUSAN E	BANKRUPTCY	65.64
2011-03-0099361	PERUSSE SUSAN E	BANKRUPTCY	104.42
2012-03-0100100	PERUSSE SUSAN E	BANKRUPTCY	95.43
2007-02-1992290	PLEASANT MOMENTS CAFE	OUT OF BUSINESS	835.88
2008-02-0043960	PLEASANT MOMENTS CAFE	OUT OF BUSINESS	581.1
2009-02-0043960	PLEASANT MOMENTS CAFE	OUT OF BUSINESS	743.26
2010-02-0043960	PLEASANT MOMENTS CAFE	OUT OF BUSINESS	594.6
2011-02-0043596	PLEASANT MOMENTS CAFE	OUT OF BUSINESS	616.66
1998-03-4625755	PRICE SAINTELL	DECEASED	70.54
1998-04-5576825	PUGLIESE CARL OR	BANKRUPTCY	472.81
2002-03-5688992	PUGLIESE CARL OR	BANKRUPTCY	340.04
2002-04-6938610	PUGLIESE JOY	BANKRUPTCY	31.85
2003-03-7129001	PUGLIESE JOY	BANKRUPTCY	45.04
2004-03-7129001	PUGLIESE JOY	BANKRUPTCY	45.16
2003-03-5688992	PUGLIESE JOY P	BANKRUPTCY	51.86

2007-03-8267550	RAMOS CARMEN	BANKRUPTCY	347.96
2007-03-8656238	RAMOS CARMEN	BANKRUPTCY	411.92
2007-04-0094280	RAMOS CARMEN	BANKRUPTCY	42.13
2007-04-0094281	RAMOS CARMEN	BANKRUPTCY	28.09
2008-03-0103262	RAMOS CARMEN	BANKRUPTCY	72.06
2005-03-4367926	RAYTAR CARL C	DECEASED	54.96
2006-03-4367926	RAYTAR CARL C	DECEASED	47.06
2007-03-4367926	RAYTAR CARL C	DECEASED	44.58
2012-02-0000482	RINCON NICARAGUENSE REST	OUT OF BUSINESS	523.19
2011-03-0103857	RIVERA EDWARD W	BANKRUPTCY	143.9
2002-04-6946396	ROBINSON NATHANIEL C	MISCELLEANEOUS	299.96
2003-03-7137712	ROBINSON NATHANIEL C	MISCELLEANEOUS	197.88
2004-03-7137712	ROBINSON NATHANIEL C	MISCELLEANEOUS	184.14
2006-03-8717533	ROCHE CARLO	BANKRUPTCY	557.28
2007-03-8717873	ROCHE CARLO	BANKRUPTCY	533.18
2008-03-0122626	ROCHE CARLO	BANKRUPTCY	409.48
2011-03-0106076	ROMERO NANCY C	BANKRUPTCY	480.58
2006-03-8279191	ROSARIO NELSON H	BANKRUPTCY	435.6
2006-03-7148510	SANTIAGO RAUL	DECEASED	75.14
2006-03-7897466	SANTIAGO RAUL	DECEASED	353.98
2006-04-8492073	SANTIAGO RAUL	DECEASED	60.23
2007-03-7897466	SANTIAGO RAUL	DECEASED	337.78
2007-03-8673132	SANTIAGO RAUL	DECEASED	109.22
2007-03-8673141	SANTIAGO RAUL	DECEASED	138.06
2009-03-0059894	SCOTT SARALEE L	BANKRUPTCY	310.78
2010-03-0060014	SCOTT SARALEE L	BANKRUPTCY	276.7
2010-03-0060095	SEASE SONTA OR	BANKRUPTCY	261.62
2011-03-0109312	SEASE SONTA OR	BANKRUPTCY	286.54
2011-04-0097321	SEASE WILLIE J OR	BANKRUPTCY	405.06
2012-03-0110091	SEASE WILLIE J OR	BANKRUPTCY	636.62
2011-03-0109495	SEPULVEDA MARIA G	BANKRUPTCY	97.02
2012-03-0110271	SEPULVEDA MARIA G	BANKRUPTCY	105.48
2004-03-7155176	SMART CLYDE	DECEASED	232.86
2004-03-7538491	SMART CLYDE	DECEASED	50.8
2001-03-6071934	SPENCER ALVELIA N	BANKRUPTCY	528.54
2002-03-6071934	SPENCER ALVELIA N	BANKRUPTCY	350.64
2011-03-0112162	STANZEL OTTO J	DECEASED	50.36
2012-03-0112952	STANZEL OTTO J	DECEASED	92.5
2005-02-8716566	STEWART JEFFREY C	UNCOLLECTABLE	172.97
2009-04-0096467	STILL JUSTYN D	BANKRUPTCY	37.22
2006-04-8500921	STILL LATOYA	BANKRUPTCY	49.12
2007-03-8682697	STILL LATOYA	BANKRUPTCY	52.25
2008-03-0113813	STILL LATOYA	BANKRUPTCY	44.16
2006-03-0966061	SUMYK BOHDAN	DECEASED	95.36
2007-03-0966061	SUMYK BOHDAN	DECEASED	98.3
2003-02-8323981	TABORA JOSE	UNCOLLECTABLE	341.16
2004-02-8323981	TABORA JOSE	UNCOLLECTABLE	352.8

2005-02-8323981	TABORA JOSE	UNCOLLECTABLE	369.96
2007-02-4156542	TITOS REST AND BAR 1T INC	OUT OF BUSINESS	292.9
1998-03-5178285	TODD MICHAEL I	BANKRUPTCY	520.98
1999-03-5178285	TODD MICHAEL I	BANKRUPTCY	487.96
2000-03-5178285	TODD MICHAEL I	BANKRUPTCY	452.74
2003-04-7355035	VITALE JACQUELINE M	BANKRUPTCY	285.91
2004-03-7558271	VITALE JACQUELINE M	BANKRUPTCY	262.48
2005-03-7558271	VITALE JACQUELINE M	BANKRUPTCY	244.18
2011-03-0118321	WAITE BRENNEN	BANKRUPTCY	443.18
2011-03-0118322	WAITE BRENNEN S OR	BANKRUPTCY	511
2005-02-8716506	WALDEN RUTH M	UNCOLLECTABLE	585.45
2005-02-8716618	WALKER TYRONE H	UNCOLLECTABLE	131.32
2005-02-8716694	WELLS LASHALLA CLARICE	UNCOLLECTABLE	149.84
2009-02-0045153	WEST END MINI MART	OUT OF BUSINESS	743.26
2011-02-0044708	WEST END MINI MART	OUT OF BUSINESS	616.66
2011-03-0119617	WILKINS THOMAS	DECEASED	96.2
2003-02-8324146	WILLIAMS KEDRUM	UNCOLLECTABLE	341.16
2004-02-8324146	WILLIAMS KEDRUM	UNCOLLECTABLE	352.8
2005-02-8324146	WILLIAMS KEDRUM	UNCOLLECTABLE	369.96
2012-03-0120817	WILLIAMS MARJORIE	BANKRUPTCY	134.15
2005-02-8716696	WILLIAMS MICHAEL J	UNCOLLECTABLE	317.27
2005-02-8716619	WILLIAMS WILLARD W	UNCOLLECTABLE	221.97
2003-02-8341881	WILLIS DAWNE	UNCOLLECTABLE	341.16
2004-02-8341881	WILLIS DAWNE	UNCOLLECTABLE	352.8
2005-02-8341881	WILLIS DAWNE	UNCOLLECTABLE	369.96
2005-02-8716697	WILSON DIONNE A	BANKRUPTCY	143.99
2005-02-8331606	WOOD JAMES E	UNCOLLECTABLE	20.86
2004-02-4923586	WOOLEN MICHAEL ATTY	BANKRUPTCY	630
2005-02-4923586	WOOLEN MICHAEL ATTY	BANKRUPTCY	908.4
2006-02-4923586	WOOLEN MICHAEL ATTY	BANKRUPTCY	1,064.28
2007-02-4923586	WOOLEN MICHAEL ATTY	BANKRUPTCY	1,379.26
2009-02-0045217	WOOLEN MICHAEL ATTY	BANKRUPTCY	130.66
2011-02-0044769	WOOLEN MICHAEL ATTY	BANKRUPTCY	115.78
2012-02-0001524	WOOLEN MICHAEL ATTY	BANKRUPTCY	71.61
2004-02-8324065	WUSU DESMOND	UNCOLLECTABLE	111.12
2005-02-8324065	WUSU DESMOND	UNCOLLECTABLE	102.66
Grand Total			106,684.29

Professional Services Agreement with Behavioral Health Consultants, LLC for EAP Services.

**Report
of
Committee
on
Contracts**

Submitted: June 16, 2014

Adopted: _____

Attest: _____

Fleeta C Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

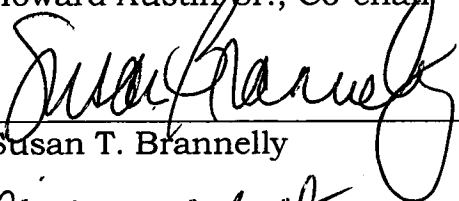
The Committee on Contracts begs leave to report; and recommends for adoption the following resolution:

100-13

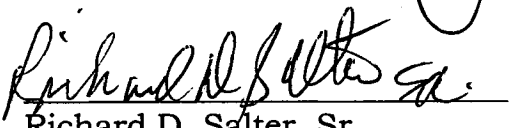
RESOLVED, That the Attached Professional Services Agreement with Behavioral Health Consultants, LLC for EAP Services be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

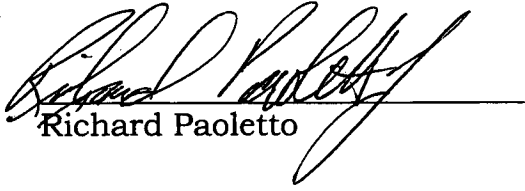
Howard Austin Sr., Co-chair



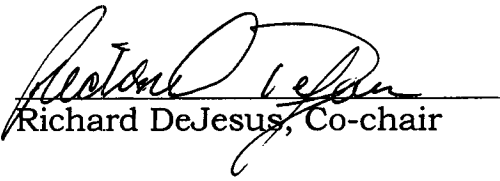
Susan T. Brannelly



Richard D. Salter, Sr.



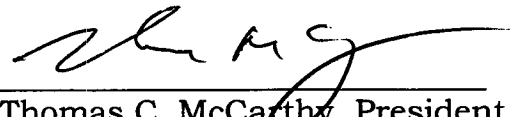
Richard Paoletto



Richard DeJesus, Co-chair

James Holloway

Alfredo Castillo



Thomas C. McCarthy, President
(Sat in to make quorum)

City Council: June 16, 2014



EXECUTIVE SUMMARY
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE : Professional Services Agreement between the City of Bridgeport and Behavioral Health Consultants, LLC for EAP Services

RENEWAL X NEW

DEPARTMENT SUBMITTING INFORMATION: Human Resources

CONTACT NAME: Janet Finch

PHONE NUMBER: (203) 576-8474

PROJECT SUMMARY/DESCRIPTION: This agreement is the result of a RFP for EAP services issued by the City of Bridgeport. Behavioral Health Consultants, LLC won the bid through the RFP process. The Board of Public Purchases approved the RFP process at their May 20, 2014 special meeting. Term of contract: three years (7/1/2014 – 6/30/2017); cost for Year 1 is \$21.35/employee for a total cost of \$32,067; Year 2 cost is \$22.20/employee for a total cost of \$33,345; Year 3 cost is \$23.08/employee for a total cost of \$34,667.

CONTRACT DATES: 7/1/2014 – 6/30/2017

PROJECT GOALS AND PROCEDURES: The City of Bridgeport provides an Employee Assistance Program for its employees and their eligible dependents at no charge to the employee. The EAP program consists of counseling and referral services to any eligible individual experiencing symptoms of alcoholism, drug abuse and/or addiction, emotional distress, family and/or marital difficulties and other personal problems. Each employee and his/her eligible dependent will receive (3) assessment and referral counseling sessions per issue. Trainings, supervisor consultants and promotional seminars are included in the fee (see Memorandum of Understanding and Attachment A). Police and Fire Department employees will receive "Critical Incident Stress Debriefing" (CISD) sessions after any traumatic on-the-job incident, or at the request of the Police or Fire Chief.

IF APPLICABLE

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

Federal:
State:
City: Entire Fee
Other:

FUNDS REQUESTED

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the ___ day of _____, 2014 (the "Agreement") is hereby entered into between **Behavioral Health Consultants, LLC**, with offices at **3018 Dixwell Avenue, Hamden, CT 06518** (the "Consultant") and **the City of Bridgeport**, with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "City") on the following terms and conditions:

WHEREAS the City requires the services of the Consultant for the purpose of **providing an Employee Assistance Program (EAP)** in accordance with the terms and conditions set forth herein and in the attached **Memorandum of Understanding and Attachment A**; and

WHEREAS the Contractor represents that it possesses all professional and business licenses required by the Connecticut General Statutes in order to perform professional and business services, and is qualified and duly-authorized, where authorization is required for a foreign entity, to do business in the State of Connecticut;

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

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

1. **General Undertaking**. The parties are entering into this Agreement for the purposing of engaging the Consultant to **provide an Employee Assistance Program (EAP)** (the "Services"). Such Services will focus primarily on **all work identified in the Memorandum of Understanding and Attachment A annexed hereto ("Work")**. The Consultant's activities shall consist of, for example: **Delivery of EAP services, reports and recommendations as requested by the City in accordance with the Memorandum of Understanding and Attachment A**.

2. **Term of Engagement**. This Agreement shall commence within five (5) business days of the date last below written and shall continue in full force and effect until the Services are completed according to this Agreement, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("Term"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been

completed in accordance with the terms of this Agreement and which has been accepted in due course by the City.

3. Record of Activities. The Consultant shall maintain contemporaneous daily time records of hours and tasks performed in sufficient detail requested by the City, which records shall be submitted to the City during the Term, or unless otherwise directed by the City. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.

4. Payment.

(a) Source of Funds. The Consultant's activities under this Agreement will be funded from **the City of Bridgeport**. The parties understand that the Consultant will provide its Services on the following basis: **in accordance with the services outlined in the MOU between the City of Bridgeport and Behavioral Health Consultants.**

(b) Payment. The Consultant will submit its invoices with all backup documentation, including hours (to the quarter hour), activities conducted, reimbursable expenses with receipts, and the like, to the City on a **quarterly** basis for the Services rendered, **in accordance with the MOU between the City of Bridgeport and Behavioral Health Consultants.**

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

6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title and interest in such the Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

7. Confidential Information.

withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. Indemnification; Insurance.

(a) Indemnification. The Consultant agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from work or activities under this agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Consultant shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents.

B. Insurance requirements: (1) The following insurance coverage is required of the Consultant and shall ensure that the City, by policy endorsement, (a) is named as additional insured and (b) is entitled to 30-day notice of cancellation in the same manner as required for insurance coverages required of the Consultant. The Consultant shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut:

Errors and Omissions Insurance (claims made form) will be provided by all Consultants and other professionals involved in the work of this

agreement with minimum limits of \$1,000,000, or as otherwise required by the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations of the Consultant conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, broad form property damage, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

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

Cancellation notice—The City shall be entitled by policy endorsement to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, Margaret Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

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

Additional insured—The Consultant will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional

insured parties and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial rating or rating otherwise acceptable to the City. Such certificates shall designate the City in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns
ATIMA
Attention: Purchasing Agent
999 Broad Street
Bridgeport, Connecticut 06604"

18. Non-Discrimination. The Consultant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

19. Communications. All communications shall be made orally or in writing to Human Resources Manager, City of Bridgeport, or his/her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Miscellaneous.

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

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

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

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

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

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

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

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

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

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

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly-authorized representatives.

CITY OF BRIDGEPORT

By: _____
Name:
Title:

BEHAVIORAL HEALTH CONSULTANTS, LLC

By: _____
Name:
Title:
duly-authorized

BEHAVIORAL HEALTH CONSULTANTS, LLC

EMPLOYEE ASSISTANCE PROGRAM MEMORANDUM OF UNDERSTANDING

Behavioral Health Consultants, LLC (BHC), 3018 Dixwell Avenue, Hamden, CT. 06518 agrees to provide an Employee Assistance Program (EAP) to:

**City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604
(203) 576-8474**

1. This program will cover 1,502 employees and their dependents and will be in effect from 07/01/2014 to 06/30/2017. The City of Bridgeport agrees to pay the established fee of \$21.35 per employee per year to BHC. BHC agrees to cover 1,502 employees. Total year one fee will be \$32,067.00
2. Payments in the amount of \$8,016.92 are due 30 days prior to the first day of each quarter.
3. In the event of a 5% fluctuation in the total number of employees, The City of Bridgeport will inform BHC and the number will be adjusted at the beginning of the next quarter, for that and subsequent quarters.
4. BHC agrees to provide all the deliverables listed in Attachment A of the Agreement.
5. Either BHC or The City of Bridgeport may terminate this Agreement upon written notice (via certified mail) of their intention to terminate at least thirty (30) days prior to the desired termination date of the contract.
6. This Agreement may be amended or modified only upon the written consent of BHC and The City of Bridgeport.

Signature

Signature

James N. Rascati, LCSW
Partner/Director of Organizational Services

Printed Name/Position

Date
May 22, 2014

Date

Behavioral Health Consultants, LLC

The City of Bridgeport

ATTACHMENT A

- 24-Hour Coverage by the EAP 800-number help line
- Three (3) Assessment & Referral Counseling Sessions
- Fifty hours of professional time to be used for:
 - Employee Orientation Sessions
 - Supervisor Training Sessions – The Performance Management Discussion
 - “Brown Bag” Wellness seminars
- Unlimited Supervisor Phone Consultation
- Continued Development of a Police Department Peer Support Program
- Continued Development of a Fire Department Peer Support Program
- Seven Substance Abuse Professional Evaluations
- Unlimited Critical Incident Stress Debriefings.
- Promotional Items and Services, including:
 - Brochures with wallet card - one per employee, in English and Spanish
 - Posters, in English and Spanish
- Quarterly and Year-End Utilization Data Reports
- Satisfaction Survey and Results - one for each EAP user

In addition, any of the following optional services can also be provided on an hourly basis, portal to portal:

Management Training	\$250.00 per hour
Wellness Seminars	\$200.00 per hour
Employee Orientations	\$150.00 per hour
Substance Abuse Professional Evaluations	\$450.00 per case

Year Two and Three Fees for the City and BOE if both renew with BHC

	Year Two	Year Three
City of Bridgeport	\$22.20	\$23.08

We would be willing to entertain an option to provide years four and five. We would provide a similar MOU with specific services and fees that the City and BOE could then review and decide if they would like to extend the contract for two more years.

Agreement with PMA Management Corporation of New England (PMAMCNE) for third party claims administrative services pertaining to the workers' compensation program for the City and Board of Education.

**Report
of
Committee
on
Contracts**

Submitted: June 16, 2014

Adopted: _____

Fleeta C. Hudson

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:

101-13

RESOLVED, That the Attached Agreement with PMA Management Corporation of New England (PMAMCNE) for third party claims administrative services pertaining to the workers' compensation program for the City and Board of Education be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

Howard Austin Sr., Co-chair

Susan T. Brannelly

Richard D. Salter, Sr.

Richard Paoletto

Richard DeJesus, Co-chair

James Holloway

Alfredo Castillo

Thomas C. McCarthy, President
(Sat in to make quorum)



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

CONTRACT TITLE: Agreement for Third Party Administrative Services

RENEWAL _____ NEW X

DEPARTMENT SUBMITTING INFORMATION: Benefits

CONTACT NAME: Richard Weiner

PHONE NUMBER: (203) 576-7007

CONTRACT SUMMARY/DESCRIPTION:

Purpose:

The attached agreement pertains to the delivery third party administrative (TPA) services in connection with the City's obligation to provide a statutory workers' compensation program to employees of the City and Board of Education.

The City is self-insured with regard to its liability for medical, administrative and indemnity (lost time wages, permanency, and settlement) expenses under the workers' compensation statutes. TPA services pertain to all services related to program administration except insurance, such as, claims adjudication services (evaluating and investigating claims, calculating benefit entitlements, monitoring and approving claimant's medical treatment and compliance thereof), loss prevention consulting (OSHA compliance, employee training, hazard identification and attenuation) administration of managed care programs, and government reporting.

Background

For approximately fifteen years, these services were provided by Berkley Administrators. In 2013, Berkley decided to leave the TPA business and asked to be released from the fifth year (FY-14) of its then current five-year agreement with the City. In exchange for certain consideration, the City granted Berkley's request. The City selected PMA as the replacement TPA. PMA is the leading TPA for self-insured workers compensation programs among municipalities in CT. Some of their larger municipal clients include Ansonia, Bristol, Hamden, Meriden, Norwich, Stamford, Stratford, and Waterbury. In addition, PMA provides loss prevention services to New Haven and Greenwich. We obtained excellent references on them.

PMA consented to a three-year agreement with administrative fees fixed for three years at \$455,000 per year which was the rate that would have applied in the last year of the Berkley contract. A 12-month Assignment and Assumption Agreement took effect on 7/1/14 in which PMA was chosen as the successor to Berkley, PMA agreed to honor the Berkley contract and abide by certain financial provisions. Berkley transferred all Bridgeport claim records to PMA at

no cost to Bridgeport. The Assignment and Assumption Agreement is part of the new agreement with PMA (Exhibit A of Agreement) which thereby includes the provisions of the Berkley agreement except where specifically altered by the new agreement with PMA.

CONTRACT DATES: 7/1/14-6/30/16

PROJECT GOALS:

As we move forward with PMA in FY-15, we strive to reduce accident frequency in all departments. PMA has a strong reputation for having knowledgeable personnel skilled in loss prevention in the municipal environment. This past year we have focused our efforts department safety committee deliberations and supervisory training in accident investigation. This effort will continue in FY-15. In addition, we seek to achieve faster turnaround in the claims adjudication process, improving services from our managed care network and reducing claim cost with heart and hypertension cases.

IF APPLICABLE

FUNDING SOURCES: CITY

**AGREEMENT FOR THIRD PARTY
CLAIMS ADMINISTRATIVE SERVICES**

THIS IS AN AGREEMENT, for third party claims administrative services (TPA services) made as of the first day of July, 2014, by and between PMA Management Corp. of New England (PMAMCNE), a corporation duly incorporated under the laws of the State of Connecticut, whose principal offices are located at 530 Preston Avenue, Meriden, Connecticut 06450 and the City of Bridgeport, Connecticut (Client or City), a political subdivision of the State of Connecticut whose principal place of business is located at 999 Broad Street, Bridgeport, Connecticut 06604.

RECITALS

CLIENT is authorized by the State of Connecticut to self-insure its workers' compensation injuries or occupational illnesses incurred by its employees arising during the course and scope of their employment; and,

PMAMCNE, a duly authorized provider of third party administrator (TPA) services in the State of Connecticut, has been serving the Client in this capacity having previously assumed the obligations of the prior Berkley administrator, and has submitted its proposal to Client to provide TPA and other services which are more fully described herein; and,

CLIENT, having selected PMAMCNE to continue to provide TPA and other services, desires to enter into an agreement with PMAMCNE on the terms and conditions set forth herein.

ACCORDINGLY, in consideration of the forgoing and the mutual covenants contained herein (the receipt and sufficiency of which are hereby acknowledged), and intending to be legally bound hereby, the parties agree and intend to contract as follows:

1. ASSIGNMENT AND ASSUMPTION AGREEMENT

The Assignment and Assumption Agreement dated as of May 14, 2013 and the BAC Agreement as defined therein shall be attached and incorporated into this Agreement, the Assignment and Assumption Agreement being attached hereto and made a part hereof as Exhibit A. Both PMAMCNE and Client agree to discharge their obligations and responsibilities set forth in the Assignment and Assumption Agreement for the term of this Agreement. In the event of any contradictory terms, this Agreement shall prevail.

2. DEFINITIONS

- a. **"Allocated Loss Adjustment Expenses" (ALAEs):** shall mean any cost or expense incurred by PMAMCNE in connection with the administration, investigation, adjustment or defense of claims on behalf of Client.

ALAEs include but are not limited to: any and all legal fees, court costs and legal expenses; fees and expenses billed by attorneys for legal services; court reporters, fees for service of process; pre and post judgment interest paid; professional photographs; medical records; any and all costs associated with Medicare §111 reporting; the cost to retain experts; cost containment fees; rehabilitation costs; accident reconstruction; architects; chemist; contractors; engineers, police, fire, coroner, weather or other such reports; extraordinary costs for witness statements; the cost to obtain official documents and transcripts; sub rosa investigations; medical examinations; extraordinary travel made by Client's request; collection costs payable to third parties on subrogation; or, any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a **Qualified Claim**; or, the protection of subrogation, contribution, indemnification rights of the Client.

- b. **"Claim Files"**: shall mean the files, either electronic or paper, for all open or closed claims which are provided to PMAMCNE at the inception of this Agreement and created during this Agreement and which shall be considered the sole property of the Client.
- c. **"Disability Management Coordinator"**: shall mean PMAMCNE's Registered Nurses who telephonically manage workers' compensation claims.
- d. **"Discretionary Authority Limit"**: shall mean the maximum amount PMAMCNE is authorized to pay on Client's behalf for any **Qualified Claim** without first obtaining prior approval from Client.
- e. **"Lost Time Claims"**: shall mean any timely reported workers' compensation accident or claim where the injured employee will likely be entitled to medical benefits and has lost or may lose time from work or will submit or has submitted a claim for indemnity benefits. Claims shall be identified as **Lost Time Claims** when PMAMCNE initiates investigation of any kind to resolve issues regarding compensability without regard to: (1) whether or not the injured worker has actually lost time from work or (2) whether the claim is ultimately approved or denied. **Lost Time Claims** shall also include a claim previously classified as a **Medical Only Claim** which required PMAMCNE to perform additional claim handling services of any nature.
- f. **"Medical Case Managers"**: shall mean PMAMCNE's Registered Nurses who provide on site case management services in connection with workers' compensation claims.
- g. **"Medical Only Claims"**: shall mean any reported workers' compensation accident or claim involving an injured worker who is or

may be entitled to medical benefits; but, is not likely to lose time from work or submit a claim for indemnity benefits.

- h. **“Qualified Claim”**: shall mean any claim, loss, monetary demand, or suit occurring within the term of this Agreement. **Qualified Claim** may also include claims which are presently handled by PMAMCNE but were handled by PMAMCNE for Client under a prior agreement with PMAMCNE.
- i. **“Record Only Claims”**: shall mean a claim which is specifically reported to PMAMCNE by Client as **Record Only** and not otherwise classified by PMAMCNE as **Lost Time** or **Medical Only**. **Record Only Claim** only obligates PMAMCNE to memorialize a notice of an occurrence or incident.
- j. **“Takeover Claims”**: shall mean any open claim which has been: (1) administered by Client or Client’s third party administrator prior to the inception of this Agreement; and, (2) subsequently transferred to PMAMCNE for servicing on or after the inception of Agreement. Client will not be charged by PMAMCNE for handling any claim which was previously paid by Client as a **Takeover Claim** when previously handled by PMAMCNE.

3. TERM

This Agreement is effective beginning July 1, 2014 for a term of two (2) years until June 30, 2016, with the Client holding an option for up to three (3) one (1) year extensions and shall remain in full force and effect unless otherwise amended or terminated. For the avoidance of doubt, the following initial time periods shall apply:

July 1, 2014 through June 30, 2015: **first (1st) year** of this Agreement
July 1, 2015 through June 30, 2016: **second (2nd) year** of this Agreement

4. TPA SERVICES

- a. PMAMCNE will provide such services as are reasonable or necessary to manage and maintain the Client’s self-insured workers’ compensation program (hereinafter collectively referred to as the **“Program”**) and act as an advisor to the Client in all matters relating thereto.
- b. PMAMCNE shall, in a timely fashion, provide customary and appropriate workers’ compensation claims handling services for all **Qualified Claims** in accordance with the workers’ compensation statutes of the State of

Connecticut. Such services include but are not limited to: the investigation of each **Qualified Claim** according to claims handling guidelines provided by Client; adjusting, settling or litigating all **Qualified Claims** subject to the **Discretionary Authority Limit** or with Client's approval if outside the **Discretionary Authority Limit**; investigation and pursuit of subrogation on behalf of Client; setting appropriate claim reserves; and, necessary and customary administrative tasks. Specifically, with regards to:

- i. **Lost Time Claims**, PMAMCNE will provide the services required to make a determination regarding compensation compensability, pay the appropriate level of indemnity benefits, and attempt to achieve a return to full duty for the affected employee. PMAMCNE will issue form 1099s as required.
 - ii. **Medical Only Claims**, PMAMCNE services will be limited to recording the claim and associated data and payment of medical bills and expenses as provided in this Agreement.
- c. PMAMCNE shall administer the **Qualified Claims** for the payment set forth in Section 12 of this Agreement from the date of first report of injury or first notice of claim for the term of this Agreement. Fees for the administration of claims beyond such period shall be negotiated by the Parties.
- d. PMAMCNE shall file all forms required to be filed in the adjustment of workers' compensation claims pursuant to the applicable workers' compensation statutory and regulatory scheme.
- e. PMAMCNE shall prepare and issue medical or indemnity payments to Client's injured employees. PMAMCNE agrees to review with and seek approval from Client with respect to a recommended course of action regarding a **Qualified Claim** valued in excess of the **Discretionary Authority Limit**.
- f. PMAMCNE shall prepare and present to the Client annually a report describing how claims have been reported, how they have been investigated, who did the investigation, what kind of time frames were adhered to, what standards of customer service did adjustors adhere to, what were/are the qualifications of PMAMCNE's adjustors, senior staff, etc. servicing the Client's needs.
- g. Staffing
 - i. PMAMCNE will provide qualified staff including but not limited to PMAMCNE's customer service manager, claims adjusting

- staff, claims manager, nurse case manager, and adjustors who handle to lost-time claims to participate in monthly claim review meetings with Bridgeport.
- ii. PMAMCNE will make every reasonable effort to keep assigned staff on Bridgeport claims on a consistent basis.
 - iii. PMAMCNE will remove any employees such as claims adjustor, lost control employee and others for good cause shown by Bridgeport and will appoint replacements reasonably acceptable to Bridgeport in a timely fashion.
- h. Three-point contact (employee, provider, and employer) will be initiated within one (1) business day of notification for complex medical or lost time cases. The claim adjuster will obtain from the medical provider promptly following each medical encounter an evaluation of medical status including functional capabilities, medical recovery and target dates for return to work. The three-point contact continues throughout the duration of the case, at regularly scheduled intervals and at all critical medical and work status milestones.
- i. Claim Call in: PMAMCNE will provide internet access, 800 number, fax. 24/7 call in service staffed by live operators that are trained in performing in-take calls regarding work-related injuries and illnesses. PMA will provide technology to loading information in first reports of injury and will make it happen promptly.
- j. Reports/Communications: Monthly reports will be provided automatically within fifteen (15) days of the end of the subject month, which shall include claims reported and handled by department, costs by department, for both the subject month and year to date. Specifically, monthly reports to be provided to the Client include i) Net Claim Frequency Report; ii) Pay Class Summary Report; and iii) Check Register Report. An annual Stewardship Report shall also be provided to the Client with such information and detail as set forth in Exhibit B, attached hereto and made a part hereof .
- k. PMAMCNE employees are expected to provide outstanding customer service to claimants and City administrators which the Client defines as prompt, courteous and knowledgeable services. Employees who cannot meet this standard will be removed from the City's account. PMAMCNE senior management will attend quarterly meetins with the City's Chief Administrative Officer to review safety performance and provide guidance on an as requested basis.

- i. Inquiries from claimants will be answered within one (1) business day unless alternative arrangements are made.
 - ii. PMAMCNE will provide a list of assigned representatives and will update that quarterly.
 - iii. PMAMCNE will answering e-mails and return telephone calls within one business day. If any assigned representative should face a forseen absence, advance notice and replacement information shall be provided to Client in advance.
- i. Financial Controls: PMAMCNE will provide Client with a detailed list of controls and PMAMCNE commitments regarding prevention of payment errors, disaster plans, safekeeping of data, and fraud prevention. It is a condition of this Agreement that PMAMCNE adhere to its control plans.

5. EXCESS REPORTING SERVICES

- a. PMAMCNE will report to Client's excess insurance carrier or carriers ("Carrier(s)") all **Qualified Claims** administered by PMAMCNE which meet Client's excess insurance reporting requirements, subject to the following requirements:
- i. Client shall promptly deliver to PMAMCNE copies of all applicable excess policies and contact information, as well as amended or modified policies, endorsements, and any excess claim reporting thresholds or standards agreed upon between the Client and Carrier(s) as they arise.
 - ii. Client shall direct Carrier(s) to provide PMAMCNE with copies of all claim notice confirmations, claim reports, and any similar reports provided by Carrier(s) to Client.
 - iii. Client shall provide data for conversion to PMAMCNE's computer system for purposes of determining historical loss information.
 - iv. Client shall instruct its attorneys to advise PMAMCNE when in the attorney's professional opinion one of Client's claims meets those thresholds.
- b. Client's failure to supply the information set forth above shall relieve PMAMCNE of liability for the timely reporting of excess claims to Client's Carrier(s). PMAMCNE shall not be liable for reporting any **Qualified Claims** not administered by PMAMCNE, nor for claims not timely filed by Client's prior TPA.

- c. If requested by Client, PMAMCNE shall provide Client with a cumulative listing of all claims which have been reported by PMAMCNE to Carrier(s). Within ninety (90) days of its receipt of said listing, Client shall notify PMAMCNE of any claims which the Client knew or should have known met the reporting thresholds and which are not included on the listing. Client's failure to so notify PMAMCNE shall relieve PMAMCNE of its obligation to report such claims to Carrier(s).

6. MANAGED CARE SERVICES

- a. PMAMCNE may provide medical case management and disability management coordinators for the management of certain workers' compensation claims, as requested by Client. Medical case management and disability management coordinators, in conjunction with PMAMCNE claims professionals, will provide the following services, including but not limited to: monitor the treatment programs recommended for each claimant by the relevant health care providers; coordinate necessary services; recommend utilization review; review pertinent medical reports; perform all investigative activities as may be appropriate.
- b. PMAMCNE shall provide Cost Containment Programs to review medical bills and bills for other services performed in connection with each **Qualified Claim**, for appropriateness, relatedness to the injury or accident, unbundling, and for conformity to any applicable fee schedule or usual and customary repricing (UCR).
 - i. PMAMCNE shall provide access to its preferred provider network (PPN) vendor for health care services which may include hospitals, physicians, and ancillary care providers from which Client and its employees may obtain medical services. In addition, PMAMCNE shall provide Client access to its Out of Network (OON) vendor.
 - ii. PMAMCNE will maintain a provider network approved by the Workers' Compensation Commission. PMAMCNE will work with the City to customize and maintain the provider network and assure its approval by the Workers' Compensation Commission. In addition, PMAMCNE will continually monitor and refine the network.
 - iii. PMAMCNE will maintain a Provider Relations Staff to audit and promote provider compliance with best practices in workers' compensation program administration
 - iv. PMAMCNE will assure distribution of the City's managed care program to providers and employees.

- v. PMAMCNE shall provide Client access to its pharmacy benefit management program. The pharmacy benefit management program provides prescription drugs and durable medical equipment at discounted prices.
- c. When deemed appropriate by PMAMCNE, third party vendors may be retained by PMAMCNE for the purpose of directly or indirectly providing managed care services or any services as may become necessary for PMAMCNE to provide such managed care services. Transferring services from PMAMCNE to a third party are subject to consent of Client.
- d. Client agrees to use PMAMCNE's healthcare provider networks.

7. RISK CONTROL SERVICES

- a. At Client's request, PMAMCNE shall perform a risk management assessment through interviews, review of records and on-site inspections, to assess operational, administrative, behavioral and managerial systems as they relate to accident prevention and loss control. The results will be provided to Client.
- b. At Client's request, PMAMCNE will prepare a more detailed analysis of specific risk-related issues, or prepare custom risk control strategies and implementation plans based on PMAMCNE's initial risk management assessment.
- c. At Client's request, PMAMCNE will provide any or all the following risk control services:
 - i. Industrial Hygiene Assessment (additional fees and expenses may apply): including identification of dangerous occupational exposures to noise, chemicals, air contaminants, heat stress, and other environmental hazards.
 - ii. Ergonomic Risk Assessment: including evaluations for cumulative trauma disorders for an entire operation or selected tasks, jobs, workstations or worksites.
 - iii. Risk Control Program Consultation Services including the following:
 - 1. Strategic Risk Control Plan Facilitation
 - 2. Management Development Programs
 - 3. Supervisor Development Programs
 - 4. Employee Development Programs
 - 5. Employee Communication Initiatives

6. Occupational Health Services Programs

- d. Any risk control services provided are to assist Client in reducing Client's exposure to risk of loss. Evaluations concern only such conditions and practices as may be evident at the time of PMAMCNE's visits. **THE SERVICES PERFORMED HEREUNDER BY PMAMCNE SHALL NOT BE CONSTRUED AS APPROVAL BY PMAMCNE OF CLIENT'S OPERATIONS, PROCESSES, SERVICES, PRODUCT DESIGN OR PRODUCT FUNCTION BY PMAMCNE. THE PARTIES AGREE THAT WHILE PMAMCNE WILL PERFORM RISK CONTROL SERVICES WITHIN INDUSTRY STANDARD, NO GUARANTEES OR OTHER SIMILAR ASSURANCES CAN BE MADE BY PMAMCNE THAT IT HAS DISCOVERED ALL OF CLIENT'S PAST, CURRENT, OR FUTURE RISKS OR HAZARDS. THE PARTIES FURTHER AGREE THAT BY PROVIDING THE SERVICES SPECIFIED HEREUNDER, PMAMCNE IS NOT MAKING ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF CLIENT'S PRODUCTS OR PROCESSES FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW OR REGULATION, OR ANY OTHER WARRANTY, AND ANY LIABILITY OF PMAMCNE, ITS AFFILIATES OR AGENTS, FOR DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, FOR ANY CAUSE WHATSOEVER, IS EXPRESSLY DISCLAIMED, EVEN IF PMAMCNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**
- e. At least 30% of a loss control employee's time will be dedicated to Client and such employee will attend all monthly and quarterly safety meetings and perform operation inspections on an as-needed basis.

8. RISK MANAGEMENT INFORMATION SYSTEM (RMIS)

- a. PMAMCNE will provide the following RMIS services:
- i. access to PMAMCNE's RMIS for up to three (3) users.
 - ii. Standard Reports available through PMAMCNE's RMIS, including a monthly report itemizing all claims process by PMAMCNE during the previous month including reports giving the status of losses, payments to date, estimated reserve amounts and other details relating to losses for purpose of Client's loss analysis.

- iii. Customized reporting reasonably acceptable to PMAMCNE, subject to the terms, conditions and fees as may be stated herein. PMAMCNE will provide a reasonable estimate of the costs of preparation of any such reports to Client in advance.

b. Warranty and Limitation of Liability for PMAMCNE's RMIS:

- i. PMAMCNE warrants any RMIS furnished against malfunctions, errors or loss of data which are due solely to errors on its part. If Client notifies PMAMCNE in writing and furnishes adequate documentation of any such malfunction, error or loss of data, then:

- 1) In the event of a malfunction, error or loss of data, upon notice by Client within twenty (20) days of the malfunction, PMAMCNE will without an additional fee re-create the reports designated by Client, using data as of the recreation date.
- 2) The maximum and only liability of PMAMCNE for such malfunction, error or loss of data shall be its obligation to reprocess reports or regenerate data as described above.

- c. **THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY SOFTWARE, HARDWARE, EQUIPMENT OR DATA SUPPLIED TO CLIENT BY PMAMCNE. IN NO EVENT SHALL PMAMCNE BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION OR RESULTING FROM THE FURNISHING, PERFORMANCE, USE OR LOSS OF USE OF ANY SOFTWARE PROVIDED TO CLIENT HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF PMAMCNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**

d. Obligations of Client regarding use of PMAMCNE's RMIS:

- i. Client shall adhere to state and federal law with regard to protecting the privacy of any claimant whose information may

appear in the RMIS. Client agrees to use all available security features and to notify PMAMCNE promptly of all potential and actual breaches of the security system.

- ii. Client agrees that no information recorded in PMAMCNE's RMIS will be used as a pretext for retaliatory or other illegal or unfair discriminatory employment practices in violation of any federal or state statute or regulation.

e. General Provisions regarding PMAMCNE'S RMIS:

- i. PMAMCNE will remove Client's password from the list of authorized users promptly upon termination or expiration of the Agreement.
- ii. Client agrees to limit access to PMAMCNE's RMIS to those persons who perform the essential functions of claim and risk management, including protecting security access passwords to hardware and communications, except that this provision is not intended to limit Client from generating and using reports and statistics for legitimate business purposes.

f. Reports

- i. PMAMCNE will provide written reports as required by Client. Reports will be delivered monthly or as requested on an ad hoc basis.

9. LEGAL SERVICES

- a. In the event a claim managed by PMAMCNE pursuant to this Agreement: (i) enters into litigation; or (ii) is scheduled for a workers' compensation hearing; or (iii) involves a potential third-party (subrogation) claim, PMAMCNE will:
 - i. Make recommendations to Client regarding litigation of claims handled under this Agreement.
 - ii. Assist Client in the retention and appointment of counsel selected by Client to represent Client in and regarding such legal matters, and assist Client in the selection of expert witnesses and vendors.
 - iii. At direction of Client and/or its authorized counsel, pursue all appropriate subrogation/contribution claims on behalf of Client.
- b. In the event a claim managed by PMAMCNE pursuant to this Agreement enters into litigation or is a potential third-party subrogation/contribution

claim, PMAMCNE will assist outside legal counsel selected or approved by Client to handle such legal matters. If Client so desires, PMAMCNE will manage such claims litigation in accordance with its Defense Counsel Guidelines. PMAMCNE will make settlement recommendations to Client, but the final decision regarding the disposition of any claim, suit or proceeding will be made solely by Client.

- c. PMAMCNE will provide representation at informal hearings by experienced, in-house hearing representatives as part of its basic administration fee charge. To the extent PMA elects not to staff informal hearing with such qualified personnel, the cost of staffing the hearing with panel defense counsel will be shared equally (50/50) with Bridgeport.

10. SECTION 111 REPORTING

- a. Client understands and acknowledges that it is a Responsible Reporting Entity (RRE) as defined by the Centers for Medicare and Medicaid Services (CMS), and primarily responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
- b. Client authorizes and PMAMCNE agrees to undertake Client's Section 111 reporting requirements as Client's Account Manager/Reporting Agent as it relates to Client's non-**Record Only** claims being administered pursuant to the Agreement. This reporting shall be limited to **Qualified Claims** which are open or opened by PMAMCNE during the Agreement. Client further agrees to fully cooperate with PMAMCNE, including the execution of any documents necessary for such authorization.
 - i. PMAMCNE shall not provide any Section 111 reporting services for Client's **Record Only** claims.
 - ii. PMAMCNE shall not undertake Section 111 reporting activities for Client's claims which were converted from Client's prior TPA to PMAMCNE but were never opened or handled by PMAMCNE.

PMAMCNE shall charge and Client shall pay a fee of \$6.00 per claim for any Section 111 claim PMAMCNE needs to query pursuant to the Agreement. Under what circumstances would PMA have to investigate claims in regard to this provision?

- c. Client acknowledges and agrees to provide PMAMCNE with complete, accurate, and timely data for Section 111 reporting purposes.
- d. Conditioned on the aforementioned, PMAMCNE shall commence reporting of Client's data as directed by CMS, and shall continue for as long as PMAMCNE is contractually obligated to administer Client's claims.

- e. Indemnification between the parties for Section 111 reporting shall be governed by the indemnification provisions of the Agreement. PMAMCNE shall not indemnify, and specifically disclaims liability for any failure of: (1) Client to register as a RRE; (2) Client to execute any documents necessary to authorize PMAMCNE as its Account Manager/Reporting Agent; or (3) Client or its prior TPA to report Client's claims when they were first required to do so.

11. FUNDING of CLAIMS and EXPENSES

- a. PMAMCNE will establish a non-interest bearing checking account in PMAMCNE's name ("Claim and Expense Payment Account") with PMAMCNE's bank, which is to be funded by Client but which PMAMCNE will administer for the purposes of paying **Qualified Claims** and **ALAEs** in accordance with the procedures set forth in this Section. PMAMCNE will provide Client with a monthly Payment Register outlining all claims payments, **ALAEs** and correction items funded by PMAMCNE. The Payment Register will contain the name of the payee, date of payment, amount of payment, and claim number for all funding transactions occurring during the prior month.
- b. PMAMCNE will automatically withdraw funds from Client's account at Client's bank through the Automated Clearing House System ("ACH Debit") for deposit to the Claim and Expense Payment Account. ACH Debit activities will occur on a weekly basis. The Claim and Expense Payment Account has already been initially funded by Client in the amount of Four Hundred Sixty One Thousand Five Hundred Forty Dollars (\$461,540), which equates to two (2) weeks estimated claims payments and **ALAEs** and which may be revised at PMAMCNE's discretion based upon actual claims and expense payment history. If at any time the escrow balance is depleted by seventy-five percent (75%) of the escrow balance, PMAMCNE will automatically withdraw funds sufficient to replenish the Claim and Expense Payment Account.
 - i. Client acknowledges that it has signed an Authorization to Access Account Form prior to the inception of PMAMCNE services.
- c. In no instance will any payment of claims or expenses be made by PMAMCNE on behalf of Client, including but not limited to **ALAEs**, unless the required funds are made available by Client to PMAMCNE to do so. Should PMAMCNE advance funding on the part of Client, then Client shall immediately reimburse PMAMCNE or PMAMCNE may suspend all contractual obligations under this Agreement until full reimbursement has been received as well as any related PMAMCNE bank charges, fees, or penalties have been paid by Client.

- d. This Section of the Agreement shall survive the termination of the Agreement.

12. PAYMENT of CLAIMS SERVICES FEES

- a. For claims handling services to be rendered during the **first (1st) year** of this Agreement, Client agrees to pay PMAMCNE an Annual Flat Fee of Four Hundred Fifty-Five Thousand Dollars (\$455,000), to be paid in twelve (12) equal monthly installments of Thirty-Seven Thousand Nine Hundred Sixteen Dollars and Sixty-Seven Cents (\$37,916.67). Client further agrees to pay the initial installment at the inception of the **first (1st) year** of this Agreement and subsequent installments monthly thereafter.
- b. For claims handling services to be rendered during the **second (2nd) year** of this Agreement, Client agrees to pay PMAMCNE an Annual Flat Fee of Four Hundred Fifty-Five Thousand Dollars (\$455,000), to be paid in twelve (12) equal monthly installments of Thirty-Seven Thousand Nine Hundred Sixteen Dollars and Sixty-Seven Cents (\$37,916.67). Client further agrees to pay the initial installment at the inception of the **second (2nd) year** of this Agreement and subsequent installments monthly thereafter.
- c. If during the term of this Agreement any individual occurrence results in more than twenty-five (25) claimants as determined by PMAMCNE, then the following additional claim handling fees above and beyond the Annual Flat Fee shall apply, commencing with the twenty-sixth (26th) claim and every claim thereafter for that aforementioned individual occurrence:
 - i. Eight Hundred Eighty-Five Dollars (\$885) for each Lost Time Claim;
 - ii. One Hundred Eighty-Five Dollars (\$185) for each Medical Only Claim;
- d. PMAMCNE will bill Client for claim handling services to be rendered on a monthly basis, and Client will pay such bills within thirty (30) days after receipt. If bills are not paid within thirty (30) days after receipt, commencing at that time, PMAMCNE reserves the right to charge Client monthly interest of two percent (2%) above prime on all overdue payments, as well as to suspend all contractual obligations under this Agreement until such bills and interest have been paid in full.
- e. PMAMCNE agrees to notify Client prior to imposing charges for any expense other than provider medical or Client's attorney's legal fees. All other charges including, but not limited to, additional admin charges, hearing representative fees, network administration fees, penalties

incurred by PMAMCNE, fees for employees of PMAMCNE and other charges which are not specifically identified in this Agreement as agreed-upon charges will be discussed with Client and will require Client's approval by email before posting to check register. In the event that PMAMCNE violates this provision and Client subsequently does not approve the posted charge, PMAMCNE will return the subject funds plus a 1.5% administrative fee for costs of attending to and correcting the error.

13. MANAGED CARE FEES

- a. Upon request, PMAMCNE shall provide Client use of medical case management services, which shall be billed to Client at a rate of Eighty-Two Dollars (\$82) per hour for onsite case management.
- b. Upon request, PMAMCNE shall provide Client use of disability management coordinator services, which shall be billed to Client at a rate of Eighty-Two Dollars (\$82) per hour for telephonic case management.
- c. For medical bill review and re-pricing services, Client shall pay a fee of Eight Dollars and Twenty-Five Cents (\$8.25) per bill review, plus twenty-five percent (25%) of the savings resulting from use of PMAMC's Cost Containment Programs.
- d. PMAMCNE will provide an accounting of all managed care fees imposed at the time of the billing in sufficient detail to enable the Client to understand all facets of the charge.

14. INDEMNIFICATION and HOLD HARMLESS

- a. Client will indemnify, defend and hold harmless PMAMCNE, its officers, directors, employees, and agents, from all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from negligence or willful misconduct of Client, its officers, directors, employees or agents, to the extent permitted by law.
- b. PMAMCNE will indemnify, defend and hold harmless Client, its officers, directors, employees, and agents, from all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from negligence or willful misconduct of PMAMCNE, its officers, directors, employees or agents, to the extent permitted by law, however the parties agree that PMAMCNE, its directors, officers, agents or employees, will not be liable to Client or any third party for claims arising from PMAMCNE's performance under this Agreement in those cases where PMAMCNE acted at the request of or with the consent of Client.

- c. Client agrees that it will not hold PMAMCNE liable for, or reduce the compensation of PMAMCNE with respect to, any failure of PMAMCNE to deliver any services resulting from any failure of cooperation on the part of Client or the prior administrator, or from any files for takeover claims which have not been properly maintained or are not delivered to PMAMCNE in good order.
- d. Notwithstanding any other limiting language found in this Agreement, PMAMCNE's exclusive and complete liability to Client for services provided pursuant to this Agreement in contract, tort, or otherwise, shall not exceed the amount of claim handling fees billed and collected by PMAMCNE for the preceding six months commencing when Client first notifies PMAMCNE of any potential claim.
- e. Insurance: PMAMCNE agrees that at all times during the term of this Agreement that it will keep in force insurance which is usual and customary for companies providing similar services in this geographic area. PMAMCNE agrees to purchase General Liability: Comprehensive Broad Form with minimum of \$1 million per occurrence, Auto Liability/Property damage, : covering any auto with minimum limits of \$1 million and shall name the City of Bridgeport as an additional insured. PMAMCNE agrees to provided Client at time of execution of this Agreement, with evidence that such insurance is in force and at such other times that may be required by Client.
- f. This Section 14 of the Agreement shall survive the termination of the Agreement.

15. NATURE of RELATIONSHIP

- a. PMAMCNE agrees to perform the services described in this Agreement as an independent contractor and not as an agent or employee of Client. Client retains no control or direction over PMAMCNE, its employees or agents, or over the detail, manner or methods of the performance of the services described herein.
- b. PMAMCNE shall be entitled to retain third party vendors to provide any or all services herein when deemed appropriate by PMAMCNE, subject to approval by City which shall not be unreasonably withheld.

16. TERMINATION

- a. This Agreement is terminable by PMAMCNE for cause upon one hundred and twenty (120) days advance written notice after 60 days written notice to cure. This Agreement is terminable by Client for convenience. .

- b. This Agreement will terminate immediately upon the happening of any of the following events:
- i. Mutual agreement of the parties; or,
 - ii. Client is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite funding levels stated herein and PMAMCNE has given Client prior written notice of such default five (5) days prior to the date set for termination; or, make it 20 days
 - iii. Either party defaults (other than a monetary default) under any of the terms, covenants and conditions hereunder and the non-defaulting party has given the defaulting party prior written notice of such default ~~twenty (20)~~ sixty (60) days prior to the date set for termination and the defaulting party has failed to cure such default prior to the termination date; or,
 - iv. Either party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or is levied upon or sold out by Sheriff's sale; or,
 - v. PMAMCNE fails to obtain any required state or federal licensing for providing services hereunder; or,
 - vi. Any state regulatory entity which fails to approve or subsequently disapproves or revokes the self-insurer status of Client.
- c. In the event that this Agreement is terminated by PMAMCNE due to any Client default, or terminated by either party in accordance with this Agreement, PMAMCNE shall be entitled to return the **Claim Files** to Client in electronic form, and PMAMCNE shall have no further obligations hereunder with respect to such claims. Client shall be responsible for payment of all fees incurred by PMAMCNE up to and including the date of termination. Nothing in this section is intended to limit any other remedy which may be available to PMAMCNE.
- d. Upon termination of this Agreement for any reason other than Client default, and, if no open claims remain, PMAMCNE will provide a final accounting of any amounts due either party. Upon final closing of the account, PMAMCNE shall return the **Claim Files** to Client in electronic form.
- e. Client and PMAMCNE acknowledge that certain approved medical or indemnity payments may still be in process upon the date of termination. Therefore, Client agrees that, Client will remain responsible for payment of any legitimate indemnity or expense payments which may be processed by

PMAMCNE for a **Qualified Claim**. In addition, PMAMCNE shall return to Client any outstanding checks remaining unpaid after termination. PMAMCNE shall not be responsible for Client's escheat obligations with regard to issued but un-presented checks either before or after the termination of this Agreement.

17. CONFIDENTIALITY

The parties acknowledge and agree that any and all information emanating from either party's business in any form, including compilations of otherwise public information, is confidential and proprietary in nature. Each party will use its best efforts during and after the termination of this Agreement to preclude the duplication, use or disclosure of any such confidential and proprietary information to any third party, unless such duplication or disclosure is specifically authorized under this Agreement, required under applicable laws, or otherwise by the party claiming ownership. In addition, the parties agree that information provided by PMAMCNE's RMIS or otherwise in the context of this relationship shall be considered confidential and proprietary, and may constitute privileged and/or attorney work product protected from discovery by law and/or rules of court. Therefore, neither party will release any such information unless:

- i. compelled by an order of a court of competent jurisdiction;
 - ii. mandated by an insurance code, claim practices act, workers' compensation law, or other applicable law or regulation to provide information to the claimant or other person;
 - iii. mandated by applicable court discovery rules in the opinion of the claim professional responsible for the adjustment of the claim or defense counsel, if any.
- b. Any information sought to be produced will be prescreened by PMAMCNE in consultation with Client, provided such discovery requests comply with applicable rules of court governing discovery in litigation.
 - c. If there is an obligation to release part but not all of the information, the part deemed not responsive will be withheld, but nothing in this Agreement is intended to abrogate the duty of either party to comply in good faith with such discovery requests.
 - d. Each party agrees that the information contained within PMAMCNE's RMIS must be treated in a confidential manner by all users who may gain authorized access to the RMIS. In the event of a third party suit alleging defamation, false light, or other invasion of privacy tort, violation of civil rights, violation of federal or state medical privacy statutes, or violation of fair employment practice laws, arising from either party's use of PMAMCNE's RMIS under this Agreement, the liable party agrees to

acknowledge the difficulty in determining a specific damage amount for breach of this section, therefore, as liquidated damages and not as a penalty, if either party breaches the terms of this section, the breaching party shall pay the other party an amount equal to one year's base salary of each employee hired. This section of the Agreement shall survive the termination of the Agreement and may be waived by mutual agreement of the parties in writing.

21. ASSIGNMENT

This Agreement will be binding upon the parties, their successors and assigns.

22. COOPERATION

- a. Client and its agent, representatives and employees will promptly report to PMAMCNE all notices of injuries, losses or claims for which Client may be liable under its self-insurance program, and to provide all necessary documents and materials to PMAMCNE, including but not limited to excess policies, which are necessary to provide the services hereunder.
- b. Each party and its agents will cooperate fully with the other party in connection with its obligations hereunder and upon reasonable request, assist in the investigation, litigation, settlement and/or defense of a particular claim. Upon prior notice from Client, all **Claim Files** will be open to Client's inspection at reasonable times, at the office of PMAMCNE. PMAMCNE will provide copies of individual claims files to Client or Client's designated representative within five (5) business days of a request by Client. Client agrees to pay PMAMCNE its costs to provide copies of individual **Claim Files**.
- c. This Section of the Agreement shall survive the termination of the Agreement.

23. WARRANTIES and REPRESENTATIONS

- a. By affixing its authorized signature below, Client warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.
- b. By affixing its authorized signature below, PMAMCNE warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.

24. MODIFICATION

- a. PMAMCNE may seek to modify fees if: (i) PMAMCNE's fees and charges were based upon historically inaccurate or erroneous data, or

Client's business changes materially in the nature or volume of business or claims as originally contemplated at the inception of the Agreement; or (ii) during the term of this Agreement, legislative and/or regulatory changes materially impact or change the scope of PMAMCNE's services or responsibilities.

- b. Upon the occurrence of either of the events in subsection (a) above, PMAMCNE may request an increase in current fees, which increase must be agreed to in writing by PMAMCNE and Client in order to become effective. If the parties are unable to reach an agreement with regard to the fee increase, then either party may terminate this Agreement with nine (9) months written notice to the other party. PMAMCNE will continue to provide services for the nine month notice period, after which PMAMCNE may return files to Client and submit a final billing to Client. The first sixty (60) days of said notice period shall be at the then current rates. Client will pay the increased rates for the remainder of the nine (9) month notice period, but may do so under protest and with full reservation of rights.

25. INTERPRETATION

- a. **Governing Law.** This Agreement and all disputes relating in any way to this Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to principles of conflicts of laws. Disputes under this Agreement will be heard in court of competent jurisdiction within the state of CT.
- b. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. This Agreement may not be amended except in a writing executed by all the parties hereto. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein.
- c. **No Waiver.** No delay or omission on the part of any party in exercising any right hereunder will operate as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion will not be construed as a bar to or waiver of any right or remedy on any other occasion.
- d. **Severability.** The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not

affect or impair the remaining provisions which will continue in full force and effect.

- e. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute but one and the same Agreement.
 - f. **Captions.** The captions and headings to the various Sections of this Agreement have been inserted for convenience of reference only, and shall not have the effect of amending or changing the express terms or provisions of this Agreement.
 - g. **Ambiguities.** The parties agree that the terms and language of this Agreement are the result of detailed negotiations by, between and among the parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided in light of its business purposes, without regard to events of authorship or negotiation. In the event of any inconsistency or conflict between the terms or provisions of this Agreement and the terms or provisions of any other pre-existing or contemporaneous document or agreement as to the subject matter of this Agreement, the terms and provisions of this Agreement shall control and shall supersede the terms or provisions of such other document or agreement.
 - h. **Calculation of Time.** All references herein to days shall be to calendar days, unless an express reference is made to business days. In the event the last day for compliance falls on a Saturday, Sunday, or Holiday, the period for compliance shall be deemed to include the following business day.
 - i. **Modification.** This Agreement will not be modified except as mutually agreed in a writing signed by both parties.
26. Performance goals: PMAMCNE shall prepare a set of performance goals acceptable to the Client and there shall be held quarterly meetings to address the successes and or failures of those goals. Repeated failures to meet performance goals shall be cause to terminate this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

**PMA MANAGEMENT CORP.
OF NEW ENGLAND**

CITY OF BRIDGEPORT, CT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment and Assumption") dated as of May 14, 2013, is entered into among Berkley Administrators of Connecticut, Inc. , a Connecticut corporation ("BAC"), and PMA Management Corp. of New England, Inc. ("PMA"), and relates to that certain Agreement for Administrative Services, entered into between BAC and the City of Bridgeport ("Bridgeport") dated April 24, 2003, as amended by Contract Amendment #1 dated July 1, 2005, by Contract Amendment #2 dated July 1, 2008, and Contract Amendment #3 dated December 12, 2008 ("Agreement").

WHEREAS, BAC and PMA desire that BAC assign its right, title and interest under the Agreement to PMA, and PMA accept BAC's future obligations under the Agreement and receive BAC's future benefits under the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment of Agreement.

(a) Contingent solely on Bridgeport's written and duly authorized consent, BAC does hereby convey, transfer, sell, assign, deliver, and grant over unto PMA and its successors and assigns, and PMA does hereby accept and take, effective June 28, 2013 ("Closing Date"), BAC's right, title and interest in the Agreement, as such rights, title and interests accrue on and after the Closing Date, with the exception of all accounts receivable of BAC earned under the Agreement prior to the Closing Date which BAC shall be responsible for and shall retain.

(b) BAC covenants to PMA, and its successors and assigns, that BAC will at any time and from time to time at the request of PMA duly execute and deliver, or will cause to be executed and delivered, all such further reasonable transfers, assignments, novations, and conveyances, powers of attorney, and written assurances, as PMA party may reasonably request to effect the transfer, conveyance, assignment, and delivery of the Agreement. PMA will also duly execute and deliver all such further reasonable, transfers, assignments, novations and conveyances, powers of attorney and written assurances as BAC may reasonably request to effect the transfer, conveyance and assumption of duties and obligations under the Agreement.

(c) Immediately but no later than 5 days prior to the Closing Date and with Bridgeport's consent, BAC shall transfer and deliver to PMA all Bridgeport claim files and data at PMA's expense.

2. Assumption of Agreement. PMA hereby accepts and assumes all of BAC's rights, title and interest to the Agreement, and all BAC's rights, duties and obligations for performance of the terms of the Agreement, from and after the Closing Date. The parties acknowledge and agree that (a) PMA shall not assume or be responsible for any other duties or obligations of BAC, and BAC shall retain and be solely responsible for such other duties and obligations that exist prior to the Closing Date, and (b) PMA

shall be responsible for fulfilling all of BAC's duties and obligations under the Agreement from and after the Closing Date, and BAC shall have no liability with respect thereto.

3. Claims Responsibility.

(a) In the event any claim is brought by Bridgeport or any third party involving acts and/or omissions of BAC under the Agreement before the Closing Date and PMA under the Agreement on or after the Closing Date, each of BAC and PMA shall be responsible for its own acts and omissions, including but not limited to any attorneys' fees and other costs incurred by it in connection with any defense against such claim. Nothing in this paragraph shall preclude a claim by PMA or BAC against the other for common law contribution or indemnity.

(b) In the event a claim, demand or suit is made or brought by Bridgeport or any third party against BAC solely for such acts or omissions that occur after the Closing Date that were assumed by PMA under this Assignment and Assumption Agreement, PMA shall indemnify, defend and hold BAC, its officers, directors, employees, agents and affiliates harmless from and against any such losses, damages, liabilities, obligations, judgments costs or expenses, including reasonable attorney's fees, which arise out of, relate to or result from the claim, demand or suit.

(c) In the event a claim, demand or suit is made or brought by Bridgeport or any third party against PMA solely for such acts or omissions that occurred prior the Closing Date that were retained by BAC under the Agreement, then BAC shall indemnify, defend and hold PMA, its officers, directors, employees, agents and affiliates harmless from and against any such losses, damages, liabilities, obligations, judgments costs or expenses, including reasonable attorney's fees, which arise out of, relate to or result from the claim, demand or suit.

4. General Provisions.

(a) If any term or other provision of this Assignment and Assumption is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Assignment and Assumption shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment and Assumption so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

(b) All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, or by courier service, cable, telecopy, telegram, or registered or certified mail (postage prepaid, return receipt requested) to the respective parties hereto at their addresses set forth below (or at such other address for a party hereto as shall be specified in a notice given in accordance with this Section). For any notice to be provided to PMA, a copy shall also be delivered in the same

manner as the original notice to the following individual at the following address: General Counsel, PMA Companies, 380 Sentry Parkway, Blue Bell, PA 19422.

(c) This Assignment and Assumption may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

(d) This Assignment and Assumption shall be governed by the laws of the State of Connecticut without regard to its choice of law principles.

(e) Both parties agree to cooperate and make all reasonable efforts to obtain Bridgeport's consent. In the event Bridgeport's consent is not obtained by May 31, 2013, this Assignment and Assumption will be void and of no further force or effect.

IN WITNESS WHEREOF, each of BAC and PMA has caused this Assignment and Assumption to be executed and delivered as of the Closing Date.

BERKLEY ADMINISTRATORS OF CONNECTICUT, INC.

By: _____

Its: _____

Address: 222 S. 9th St. #1300, Mpls MN

Date: 5/14/13

PMA Management Corp. of New England, Inc.

By: _____

Its: _____

Address: 530 Preston Ave. Meriden, Ct.

Date: 5/14/13

CONSENT OF BRIDGEPORT

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Bridgeport agrees as follows:

CONSENT OF BRIDGEPORT

In exchange for the mutual promises below, the sufficiency of which are hereby acknowledged, Bridgeport agrees as follows:

All Capitalized terms, unless otherwise defined below, shall have the meanings ascribed to them in the Assignment and Assumption Agreement, to which this Consent is attached.

1. Subject to the conditions below, Bridgeport consents to the Assignment and Assumption Agreement. The terms of the Assignment and Assumption Agreement are specifically incorporated herein by reference.
2. Bridgeport accepts PMA as a substitute party to the Agreement and, from the Closing Date through June 30, 2014, PMA will be entitled to enforce and receive all of the rights and benefits of BAC under the Agreement as they shall arise on or after the Closing Date.
3. As of July 1, 2014, Bridgeport and PMA agree to enter into a new agreement for an additional two year term on substantially the same service and pricing terms as the last full year of the Agreement.
4. Bridgeport agrees that PMA shall not be responsible or liable for, and releases PMA from any liability for, BAC's performance or nonperformance under the Agreement prior to the Closing Date and with respect to all obligations of BAC that arose or accrued prior to the Closing Date.
5. Bridgeport agrees that BAC shall not be responsible or liable for, and releases BAC from any liability for, PMA's performance or nonperformance under the Agreement with respect to all obligations of PMA that arise or accrue after June 30, 2014.
6. Bridgeport and BAC each agrees and acknowledges that all rights and duties of the other to receive or provide a defense or indemnification under the terms of the Agreement for acts or omissions occurring through June 30, 2014 shall survive this Consent and the Assignment and Assumption Agreement. With respect to any agreement that extends services beyond June 30, 2014, Bridgeport agrees to enter into a new agreement with PMA and, further, to enforce any rights or obligations arising under that agreement exclusively against PMA.
7. BAC agrees to reimburse Bridgeport for any reasonable out of pocket expenses or legal fees incurred as a direct result of consenting to the Assignment and Assumption Agreement in an amount not to exceed \$2500. Bridgeport agrees to notify BAC in the event of any single expense greater than \$500.00 and further acknowledges a duty to mitigate expenses and fees incurred.
8. In assuming the service obligations of BAC under the Agreement as of the Closing Date, PMA represents and warrants to Bridgeport the following: (a) to the extent PMA elects not to staff informal hearings with a senior claims adjuster, the cost of staffing the hearings with panel defense counsel will be shared equally (50/50) with Bridgeport; (b) at least thirty percent (30%) of a loss control employee's time will be dedicated to Bridgeport, and such employee will attend all monthly and quarterly safety meetings and perform operational inspections on an as-requested basis; (c) it will provide qualified staff,

including but not limited to PMA's customer service manager, or if required by the City, claim adjusting staff, claims manager, nurse case manager, and adjusters who handle lost-time claims, to participate in monthly meetings with Bridgeport; (d) a senior management employee will attend quarterly meetings with Bridgeport's Chief Administrative Officer to review Bridgeport's safety performance and provide guidance on an as-requested basis; (e) a Medical Care Plan pursuant to section 31-279 of the Connecticut General Statutes will be coordinated by PMA for Bridgeport; (f) online reporting capabilities will be provided; (g) first reports of injury can be made on a 24/7 basis; (h) PMA will work with Bridgeport to develop mutually agreeable performance metrics; (i) PMA will make every reasonable effort to keep assigned staff on Bridgeport claims on a consistent basis; and (j) PMA will remove critical employees like the claims adjuster, loss control employee and others for good cause shown by Bridgeport and will use replacements reasonably acceptable to Bridgeport.

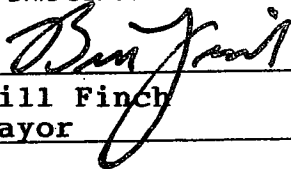
9. Bridgeport agrees to accommodate PMA's mechanism for funding claims and claim expenses which are either (i) ACH debit weekly with escrow, or (ii) ACH debit daily without escrow.

10. The parties agree that PMA will provide Bridgeport additional insured status to PMA's general liability and commercial automobile policies in form acceptable to Bridgeport, but will not provide Bridgeport additional insured status to PMA's workers compensation or professional errors and omission policies.

11. Bridgeport agrees to register as a Responsible Reporting Entity as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. Bridgeport further authorizes PMA to be its Account Manager/Reporting Agent for all claims adjusted by PMA which may meet Section 111's reporting requirements. PMA shall not be responsible for Bridgeport's Section 111 reporting obligations prior to PMA's assumption of Bridgeport's claims, and further shall not be responsible for Bridgeport's Section 111 reporting obligations on any claim not adjusted by PMA.

12. The Agreement is hereby amended to conform to the terms of this Consent which constitutes Contract Amendment #4. Except as specifically modified by this Consent, all other terms of the Agreement will continue with full force and effect.

CITY OF BRIDGEPORT

By: 
Bill Finch
Its: Mayor

Address: _____

Date: 6/2/13

BERKLEY ADMINISTRATORS OF CONNECTICUT, INC.

By: J. A. Z.

Its: PRESIDENT

Address: 222 S 9th St. Mpls MN

Date: 5/29/13

PMA Management Corp. of New England, Inc.

By: Stephen G. Cohen

Its: AVP, Adm. Secretary

Address: 380 Sentry Parkway, Blue Bell, PA 19422

Date: 5/29/13

114-13
(Ref. #47-12)

Discontinuance of a Portion of Bank Street (between
Main Street and Middle Street).
Approved: May 20, 2013

Report
of
Special Committee
on

Submitted: June 16, 2014

Adopted: _____

Fleeta S. Hudson

Attest: _____

City Clerk

Approved _____

Mayor

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
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS
Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

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

June 11, 2014

BY HAND

Fleeta Hudson, City Clerk
45 Lyon Terrace
Bridgeport, Connecticut 06604

RECEIVED
CITY CLERK'S OFFICE
2014 JUN 11 P 12:43
ATTEST
CITY CLERK

**RE: Item No. 47-12--Submission of Special Committee Report
Relating to the Discontinuance of Portion of Bank Street**

Dear Fleeta:


The City Council approved the above matter on May 20, 2013. My office has prepared the attached Special Committee Report and the City Engineer and the Director of Public Facilities have signed it. Please sign the report in the space provided for your signature.

Please note that the Special Committee Report concludes all formal actions required before the City Council for the discontinuance of a portion of Bank Street (between Main Street and Middle Street).

Kindly place this Special Committee Report on the City Council agenda for its meeting on June 16, 2014 for final acceptance.

Respectfully submitted,

OFFICE OF THE CITY ATTORNEY

By: 

Ronald J. Pacacha
Associate City Attorney

cc: Mark T. Anastasi, City Attorney

Encl. Special Committee Report

COMMITTEE REPORT TO COUNCIL

To the City Council of the City of Bridgeport:

Re: Item No. 47-12

Request to Discontinue a Portion of Bank Street between Main Street and the Easement known as Middle Street ("Street")

The Public Safety Committee ("Committee") appointed to consider the above request, as appears by the resolution adopted by the City Council on May 20, 2013, respectfully begs leave to report that it has, in compliance with said resolution, commenced procedures for the discontinuance of the said Street in accordance with the particular legal description thereof, identification of abutting property owners ("Abutters"), alignments, maps and surveys submitted herewith, presented and made a part hereof and states that there are no Abutters who would be harmed by the discontinuance of such Street, access to all public utilities lying in the said Street, including those of the City of Bridgeport Water Pollution Control Authority, shall remain and such rights have been secured are in the process of being secured by appropriate easements recorded or to be recorded where deemed necessary by the City Engineer.

The Committee found that this matter was not required to be referred to the Board of Appraisal of Benefits and Damages ("Board"). Although the Public Safety and Transportation Committee reported that the Redeveloper, that is, Forstone Capital LLC, "is the owner of record of all parcels abutting the section of Bank Street for which a 'street discontinuance' is being sought", that recitation is not accurate. CLARIFICATION: The Redeveloper owns the former Mechanics & Farmers Bank building that abuts on the southerly street line of Bank Street and an affiliate of the Redeveloper has the right under contract with the City to purchase 948 Main Street (the former Board of Education administration building) which abuts on the northerly street line of Bank Street.

The Committee recommends that the Street be discontinued according to the following metes and bounds description thereof:

BEGINNING at a point on the southeasterly corner of Main Street and Bank Street;
THENCE North 11 degrees 55 minutes 05 seconds West, a distance of 42.29 feet to a point;
THENCE North 78 degrees 11 minutes 36 seconds East, a distance of 200.04 feet to a point;
THENCE South 20 degrees 11 minutes 10 seconds East, a distance of 41.14 feet to a point;

THENCE South 77 degrees 41 minutes 39 seconds West, a distance of 205.96 feet to the PLACE OF BEGINNING containing 8447 square feet or 0.194 acres.

The above description is consistent with the following map filed or to be filed in the Bridgeport Land Records and the Office of the City Engineer:

**Map # _____ (copy attached)
Filed on _____
Map Book ____ at Page ____
Entitled: Street Layout Map Prepared For Forstone Mechanics LLC,
Bank Street, Bridgeport, Connecticut
Dated: July 13, 2012
Last Revision: 08/27/2013
Scale: 1" = 20'
Prepared by: Land Surveying Services, LLC, Fairfield,
Connecticut**

The above discontinuance will be provided to the Tax Assessor for purposes of property assessment for land that is no longer encumbered by a street right-of-way. A Notice of Discontinuance containing the above description of the Street will be filed in the Bridgeport Land Records.

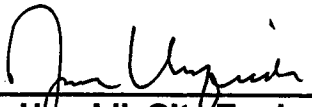
The City Council hereby adopts the following resolution:

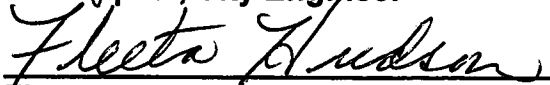
RESOLVED, that the City Council approves the Committee report dated June 10, 2014, the same is hereby accepted into the records of the City Council, and acknowledges that the street discontinuance process described therein has been completed.

FURTHER RESOLVED, that the City Clerk and the City Engineer shall take all further actions and execute all further documents necessary with the advice of the City Attorney in order to achieve compliance with this resolution and applicable law.

Respectfully submitted as of this 10th day of June, 2014.

Committee members:



Jon Urquidi, City Engineer


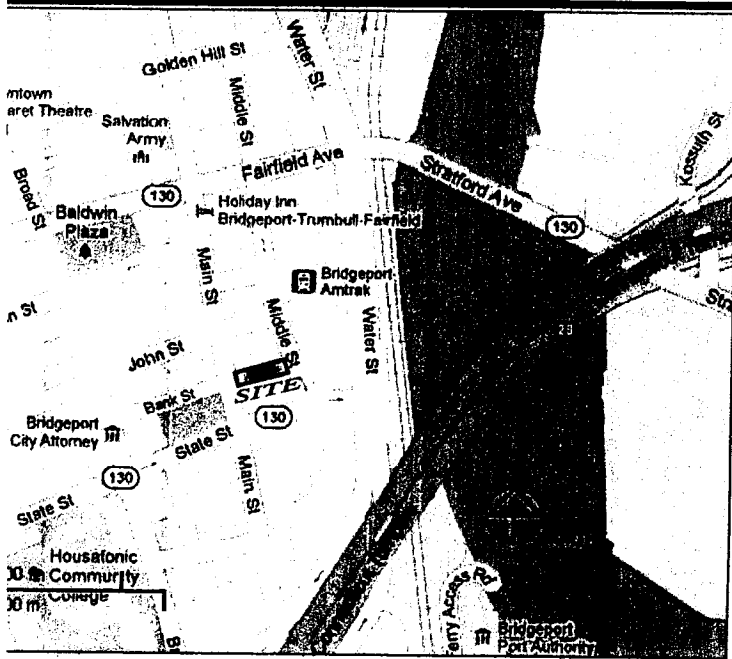
Fleeta Hudson, City Clerk



Jorge Garcia, Director, DPF

Enclosure:

A-2 Survey of Discontinued Street



LEGEND

- ELECTRIC MAN HOLE
- MAN HOLE
- WATER METER
- GAS VALVE
- FIRE HYDRANT
- LIGHT POLE
- STREET SIGN
- TRAFFIC SIGNAL POLE
- CATCH BASIN
- WATER VALVE

GENERAL NOTES:

This Map has been prepared pursuant to the Regulation of Connecticut State Agencies Section 20-300b-1 through 20-300b-20 and the "Standards for Surveys and Maps in the State of Connecticut as adopted by the Connecticut Association of Land Surveyors, Inc. on Sept. 26, 1996.

This Survey conforms to Class A-2 & T-2.

The Type of survey performed is a Limited Property / Boundary Survey, and is intended to be Existing Building Location Survey.

Boundary determination is based upon a Dependent Resurvey (see MAP REFERENCES and Record Deeds.)

North Arrow and Horiz. Datum is based on NAD 27 and Vert. Datum is based on NAVD 88.

This map is NOT VALID without a LIVE SIGNATURE and EMBOSSED SEAL.

This map is NOT VALID if altered or used by any party other than the one depicted in title block of this map.

Property Lines Established According to Record Deeds as exist

Physical Features Such as Stone Walls, Wire Fences, Monuments, Iron Pins, Pipes, Etc. taken under consideration to establish current deed lines.

Underground Utility, Structure and facility Locations depicted and noted on this map have been compiled, in part, from record mapping supplied by the respective utility companies or government agencies, from parole testimony from other sources. These Locations must be considered as approximate in nature. Additionally, other such features may exist on the site, the existence of which are unknown to this firm. The size, Location and existence of all such features must be field determined and verified by the appropriate authorities prior to construction. CALL BEFORE YOU DIG 800-922-4455.

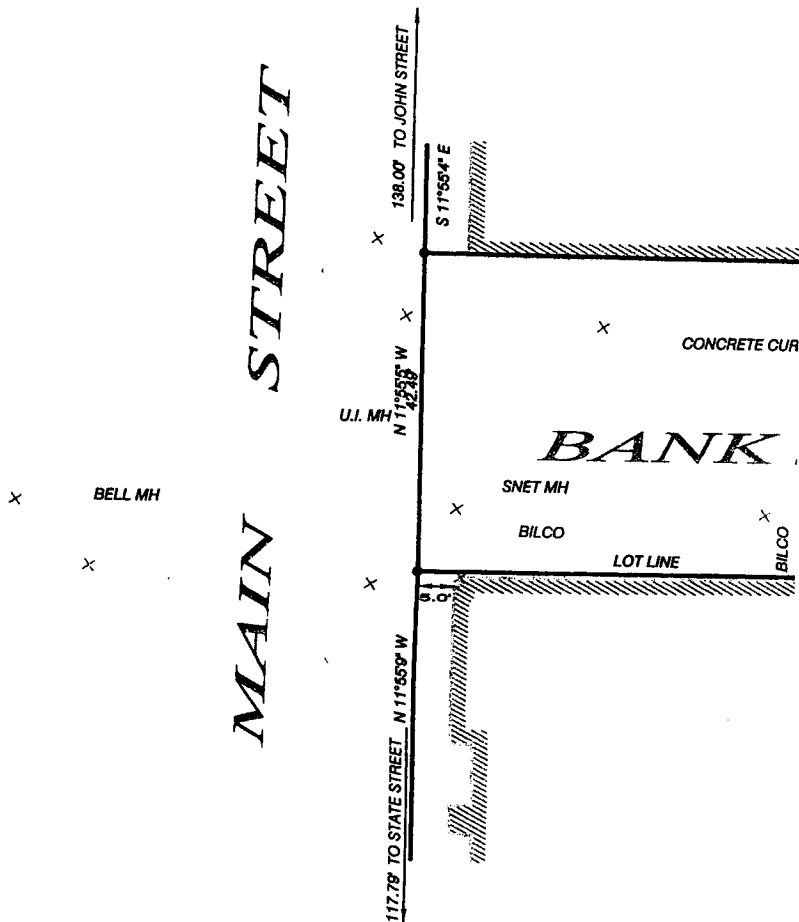
Site is not served by town sewer system and public water supply.

Benchmark Provided by Bridgeport Engineering Department.

Elevations are based on N.A.V.D. Datum 1988.

MAP REFERENCES:

City of Bridgeport Engineering Dept. Plan-sheets #913-937



LAND SURVEYING SERVICES, LLC
 135 FAIRCHILD AVENUE
 FAIRFIELD, CONNECTICUT 06825
 TEL. (203) 522-4177
 FAX. (203) 615-0123
 EMAIL: info@nealjain.com

