



SPECIAL MEETING – PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE AGENDA

**DECEMBER 9, 2024, 6:00 PM
BY ZOOM VIRTUAL MEETING**

To allow public access, anyone may access a meeting by telephone and/or Zoom, or a recording in the City of Norwalk YouTube channel. Specific instructions and links can be found at norwalkct.gov/meetings.



Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide "live comments" may also use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Michele DeLuca at mdeluca@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

AMENDED AGENDA

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PUBLIC PARTICIPATION**
- IV. ACCEPTANCE OF MINUTES**
 - A. Regular Meeting: October 24, 2024 (note November 28, 2024 meeting was canceled due to holiday)**
- V. NEW BUSINESS**

- A. Authorize the Mayor, Harry W. Rilling, to execute an extension Agreement with Fleet AutoSupply, under RFP project number 4123 for the upfit of police vehicles until February 27, 2026, in the amount not to exceed \$275,000.00 per year.**
- B. Authorize Purchasing Agent, Sharon Connors, to execute the purchase orders on behalf of the Norwalk Police Department to Fleet Auto Supply under RFP project number 4123 for the upfit of police vehicles based on unit pricing and the availability of funds not to exceed \$275,000.00.**
- C. Authorize arrangement for Corporation Counsel position to be changed from an employee to a contract and to authorize the Mayor to execute an agreement with Berchem Moses, PC to provide legal services and representation to City of Norwalk.**
- D. Salary Recommendation for Registrar of Voters and Deputy Registrar of Voters**
 - 1. Pursuant to Chapter 1, Section 6-2 of the Charter of the City of Norwalk, effective upon the commencement of the next term of office of the Registrar of Voters, the Common Council fixes the salary of the Registrar of Voters at \$79,000.00 annually, and hereby orders the City Clerk to updated Appendix, Part VII of Chapter 131, Section 3 of The Code of the City of Norwalk to reflect this salary.**
 - 2. Pursuant to Chapter 1, Section 6-2 of the Charter of the City of Norwalk, effective upon the commencement of the next term of office of the Deputy Registrar of Voters, the Common Council fixes the salary of the Deputy Registrar of Voters at \$70,000.00 annually, and hereby orders the City Clerk to updated Appendix, Part VII of Chapter 131, Section 3 of The Code of the City of Norwalk to reflect this salary.**

VI. ADJOURNMENT

**CITY OF NORWALK
PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE OF THE COMMON
COUNCIL
REGULAR MEETING
OCTOBER 24, 2024**

Attendance: Josh Goldstein; Douglas Sutton; Heather Dunn; Nicole' Eaddy; James Frayer; Nicol Ayers; Nora Niedzielski-Eichner; Darlene Young

Absent: Jalin Sead

Staff: Michele DeLuca, Deputy Director of Emergency Management; Stuart Wells, Registrar of Voters; Melissa Lepore, Deputy Chief, Norwalk Police Department; Brian Candela, Corporation Council; Steve Mednick; Corporation Counsel; Asst. Chief Edward McCabe, Norwalk Fire Department; Deputy Chief Joseph Coppola, Norwalk Fire Department

Others: Priti Mathur, ARC Bridge; Sam Mathur, ARC Bridget; Brenda Penn-Williams; Scott Goodwin; Kenneth D'Arinzo; Khea Gibbs; Diana Paladino-Christopher

I. CALL TO ORDER

Ms. Goldstein called the meeting to order at 7:00PM.

II. ROLL CALL

Mr. Goldstein called the roll and all members that are listed were in attendance.

III. PUBLIC PARTICIPATION

Elsa Obuchowski

Ms. Obuchowski spoke on the agenda item related to reapportionment and said she knows that not many people have spoken up about the reapportionment for numerous reasons and that Norwalk's taxing districts are legally defined entities in the city charter and special legislation at the state level. The reapportionment task includes a duty to keep each taxing district within a single Common Council district practicable and avoid splitting up communities on interest. We have a practicable soliton which is the plan that Registrar Mr. Wells had submitted in July, and that is what she believes should be followed if modifications to it are needed that is understandable, but that type of plan would accomplish what needs to happen without breaking up the First Taxing District.

Todd Bryant

Mr. Bryant read an email he had sent to the committee into the record as follows:

Mayor Rilling and Mr. Livingston,

The Norwalk Preservation Trust strongly supports keeping the center of District A intact. It is the historic center of the old Borough of Norwalk and should not be politically divided. This area includes Norwalk Green and its surroundings, including the Norwalk Green Historic District, the Norwalk Historical Society's Town House (a former city hall) at Mill Hill Historic Park and two historic churches. It also includes the boundaries of the First Taxing District, which was created in the 1913 consolidation. This part of central Norwalk was the Borough of Norwalk from 1836 until incorporation as the first City of Norwalk in 1893. In 1913 the separate cities of Norwalk and South Norwalk, as well as the unincorporated portions of the Town of Norwalk consolidated to form the current City of Norwalk.

Dividing this historic area into two Council Districts serves no purpose. It would complicate the city's governance by having each half of this cohesive area represented by different council members. It would also put the First Taxing District, a remnant of the old City of Norwalk, into two districts. This division would make it difficult for citizens of those districts to knowledgeably vote for First Taxing District candidates for its governing body. **The plan proposed by Registrar of Voters Stuart Wells accomplishes the goals of redistricting without this disruptive division.** His deep knowledge of Norwalk and its voting districts far exceeds that of any consultant. He has taken not only the practical aspects of the population but also Norwalk's history into account in his plan. We are amazed and distressed that his recommendations are ignored. We urge you to follow Mr. Wells' plan to redistrict appropriately and to respect our own history.

Brad Craighead submitted the following comment via email:

As the proprietors of Norwalk Green Living, my wife Tracy and I own six properties located on and around The Norwalk Green and manage about 40 different residential and commercial tenants.

We are also founders of the Norwalk Green Association, a neighborhood activist group that works with our key stakeholders to build community, promote cultural events and advocate for pedestrian safety, mobility and connectivity in Norwalk.

As appealing as it may be to effectively double our representation within the Common Council - by dividing up the core of our neighborhood into two districts - our conclusion is that we strongly support the alternative "Wells Plan".

Proposed by Registrar of Voters Stuart Wells and recommended by the First Taxing District's Chair Elsa Obuchowski, the Wells Plan would preserve the geographic footprint of the Norwalk Green Historic within District A - an area that contains many of Norwalk's most iconic symbols: Morgan Avenue, the First Congregational Church, St. Paul's on The Green and Mill Hill Historic Park.

Listed on the National Register of Historic Places since 1987, the Norwalk Green Historic District contains 54 contributing buildings and 3 contributing sites which includes all of the areas listed above, including the Norwalk Green's Gazebo.

Norwalk is extremely fortunate to have a Historic District that is so rich in history and contains such a plentiful range of architectural gems, clearly, we all need to work together to raise awareness about this special area because its unique and designated status did not seem to be sufficiently considered as part of the reapportionment studies.

In recent years, the Norwalk Green Historic District has experienced a dramatic revitalization that has attracted thousands of visitors to the area - led by events hosted by the First Taxing District and the City of Norwalk, including Earth Day. Located at Norwalk's geographic center, and clearly a destination for many visitors, the district serves as a gateway to Wall Street for pedestrians - anything that would potentially divide the neighborhood and compromise the ongoing community building substantially warrants a more appropriate alternative in order to achieve the reapportionment goals of Norwalk.

IV. ACCEPTANCE OF MINUTES-

**** MS. DUNN MOVED TO APPROVE THE MINUTES AS SUBMITTED.**

**** THE MOTION PASSED WITH TWO ABSTENTIONS- MR. GOLDSTEIN AND MS. AYERS.**

IV. NEW BUSINESS

Reapportionment Committee

DISCUSS AND VOTE ON SENDING THE REDISTRICTING 2024 PROPOSED PLAN, MAP, AND RECOMMENDATIONS FOR REDISTRICTING OPPORTUNITIES AFTER EACH CENSUS, EACH AS ACCEPTED BY THE REAPPORTIONMENT ADVISORY COMMITTEE, TO THE COMMON COUNCIL.

Mr. Goldstein recognized the efforts of the members of the Reapportionment Advisory Committee (RAC) for their time to delve into an issue that has not been looked at since the early 1960's.

Mr. D'Arinzo said the advisory committee went through four separate options related to Mr. Well's comments.

Ms. Mathur said they have worked with the (RAC) since July and have listened to them and presented the options that they have selected.

Ms. Mathur presented the proposed plan as was accepted by the RAC on September 12, 2024. She provided an overview of the census data and said the census blocks are used nationwide for redistricting

purposes as they can be used as building blocks to create the districts. The goal of the redistricting process is to distribute the population as equally as possible between districts. A deviation of up to 10% between the most populated and least populated is a norm followed nationwide.

While redistricting is mandated every 10 years is federally mandated to adjust the district boundaries and population, Norwalk has not done any redistricting for several censuses. As such the district and other boundaries are not in alignment with the census boundaries. Census blocks and data contained within are official counts of population and demographic information and using this geography protects any jurisdictions from legal challenges.

The purpose of this project was to evaluate the Common Council district boundaries and to ensure that they meet the requirements of law as stated in the city ordinance and if necessary, and to assist the city in developing new district boundaries. The redistricting requirements as per the city voting rights act and the city ordinance include population equality, compact & contiguous, fair representation of minorities, communities of interest, historical boundary lines, taxing districts, and CTVRA.

The City of Norwalk has a population of 91,184 and a voting age population of 72,682. The current maximum deviation is 18.86% which is more than 10% of the norm and the current district boundaries are not aligned with census blocks and found that Districts A and B are minority-majority districts, District B is a Hispanic majority district, and District C, D, and E, not non-Hispanic white-majority districts. Based on the data elements four options for the RAC and emphasized while we have a lot of knowledge about census data we worked with the RAC as well as the Registrar of Voters to get their feedback. In all the options, census blocks were used and followed the redistricting guidelines as per the City Charter. The RAC requested a hybrid option which was option number four which was selected by the RAC to be presented to the Common Council.

The proposed changes that were accepted by the RAC bring the maximum deviation down from 18.86% to 3.75% and include taking away areas from District A and assigning them to District C, taking away areas from District A and assigning them to District E, taking away areas from District E and assigning them to District D, and taking away areas from District D and assigning them to District E. She said they tried to keep the changes as minimal as possible and follow the maximum deviation guidelines.

Mr. Goldstein clarified that these changes will not affect the upcoming election.

Mr. Mednick said this is a constitutional process and the consultants have done this throughout the country as well as in other areas in Connecticut, and the goal is to meet the standard that was established in 1962 and to be sure there are districts that reflect the concept on one person-one vote and are in compliance with the Voting Rights Act, and that the RAC and the consultant should be commended for the time that they had spent on this.

Mr. Candela also thanked the RAC as well as the consultants for assisting in getting this done and was not easy but had to be done.

Ms. Ayers also thanked the RAC and said the Common Council members do not take volunteerism for granted. As a representative of District A she asked if it is possible to get a list of the streets that will be affected by the redistricting. Ms. Mathur said "Yes". Ms. Ayers asked if option four was unanimously agreed on by the RAC and what made that option stick out more than the other options. Mr. D'Arinzo said that based on the Registrar there were things that needed to be considered, and the Republican Registrar pointed out some concerns along East Avenue, so the RAC thought option four was the best way to move forward. Ms. Ayers asked other than opening this up to public participation if there were any

other concerns related to the redistricting. Mr. D'Arinzo said within the public participation in each of the RAC meetings a majority of who had commented also commented this evening. Mr. Goodwin said the RAC vote to choose option four was not unanimous and that there was one member who abstained due to the concerns that Ms. Obuchowski had raised.

Mr. Frayer asked if cost is a factor in any of this. Ms. Mathur said some administrative costs are involved but are part of the process. Ms. Paladino-Christopher said the benefit of balanced representation outweighs the costs of managing the split precincts and in her opinion, the expenses are minimal and manageable. Mr. Wells said he thinks this is a terrible idea to make tiny precincts and does not think it is legally required, and he completely disagrees. Ms. Mathur said there are tiny precincts now. Mr. Wells said he disagreed. Mr. Goodwin said anything that is done will have administrative costs associated with it. Ms. Paladino-Christopher said the thing that stands out the most to her is the core mission of the committee and with the deviations in Districts A and C are far exceeding the acceptable limits and are not meeting the national standard and need to use the census blocks to ensure fairness and representation and neighborhood continuity is important to address today.

Ms. Niedzielski-Eichner said she thinks this process has surfaced remnants of old things that need to get cleaned up and expressed enormous gratitude to the RAC and the consultants for coming up with a legal solution, and although census blocks may not be required it has been extremely clear by the consultants who do this everywhere that this is how it is done and how it is defended in court and is important that we are showing we are "doing the right thing". She said she does not understand why the taxing district has not asked the state to revisit its lines when they were drawn in 1913 when roads did not exist are useless and we as a city cannot change them. She said she thinks it behooves the city to think about this problem before the next census and work as necessary as possible with the Census Bureau to make sure our lines for the census blocks, and line up with logical lines for the city and thinks this has been a really important exercise and she hopes the First Taxing District will take this opportunity to get themselves in line with 2024 roads.

Ms. Ayers asked if a polling district determines the historical location of where their property is. Mr. Mednick said "No" and that the historical standards/districts can change over time and have nothing to do with polling locations.

Ms. Ayers asked what the neighboring municipalities are doing and if they are using the census lines or using other metrics. Mr. Mednick said on the municipalities that he is aware of following the census district.

Mr. Goldstein asked how many people would be affected by the proposed changes. Ms. Mathur said approximately 3,000 people. Mr. Goldstein said he wants to be sure if this is approved that there will be a plan to inform these people if their precincts change.

Ms. Young thanked the committee for having this meeting to provide clarification for everyone and going forward how this is communicated to the residents will be important.

**** MR. FRAYER MOVED TO APPROVE MOVING THE PLAN TO THE ORDINANCE COMMITTEE FOR REVIEW AND APPROVAL
** THE MOTION PASSED UNANIMOUSLY.**

Mr. Goldstein said there will be a special meeting of the Ordinance Committee held at a date to be determined.

Fire Department

1. **AUTHORIZE MAYOR HARRY W. RILLING TO EXECUTE THE MULTI-MUNICIPALITY INTERLOCAL AGREEMENT ENTITLED 'AMENDED AND RESTATED INTERLOCAL AGREEMENT, FAIRFIELD COUNTY HAZARDOUS INCIDENT RESPONSE TEAM'.**

**** MR. FRAYER MOVED TO AUTHORIZE MAYOR HARRY W. RILLING TO EXECUTE THE MULTI-MUNICIPALITY INTERLOCAL AGREEMENT ENTITLED 'AMENDED AND RESTATED INTERLOCAL AGREEMENT, FAIRFIELD COUNTY HAZARDOUS INCIDENT RESPONSE TEAM'.**

**** THE MOTION PASSED UNANIMOUSLY.**

2. **AUTHORIZE MAYOR HARRY W. RILLING TO SIGN A 4 YEAR AGREEMENT FOR THE INET EXCHANGE PROGRAM WITH INDUSTRIAL SCIENTIFIC CORPORATION FOR THE REPLACEMENT OF GAS DETECTION EQUIPMENT (METERS) FOR ALL APPARATUS CITYWIDE. THE SUBSCRIPTION PROGRAM WILL ALLOW US TO OWN THE EQUIPMENT ONCE THE 48-MONTH TERM HAS CONCLUDED. WE WILL BE BILLED MONTHLY IN THE AMOUNT OF \$793.95 BY INDUSTRIAL SCIENTIFIC CORPORATION FOR A TOTAL 4-YEAR TERM COST NOT TO EXCEED \$38,109.60**
ACCOUNT# 0131-20-5262

Deputy Chief Coppola said they are looking to replace their gas detection meters as they are older and have been experiencing problems with them and need repair. He said he researched an option that will allow them to replace the meters on a subscription program for four years for a monthly fee and in the event, there is an issue with them they will send a replacement overnight which would be a huge benefit. Mr. Frayer asked who would own the meters. Deputy Chief Coppola said after the four years they would own them but would need to come up with a way to maintain them. Mr. Frayer said the end of the contract states they would have to buy the meter. Deputy Chief Coppola said the price quote states that they would own the equipment and has been approved by the purchasing and IT departments.

Mr. Goldstein asked if the exchange agreement is a renewal of a previously done agreement or if is this a whole new agreement. Deputy Chief Coppola said it is a whole new agreement, and they currently have four gas meters on all of the apparatus and have been having a lot of issues with them and he has been looking into some other options and through his research with different cities and towns in the region who use this program and product are extremely happy with it, and the Fairfield County Hazmat Team also uses this technology and is a better option that they have currently been using.

Ms. Dunn asked if they would have to enter into a maintenance agreement separately. Deputy Chief Coppola said they could or just do what they are doing now and just budget funds to make the repairs as needed.

Mr. Goldstein asked if this was approved when they would get the meters and be operational. Deputy Chief Coppola said that once approved they would receive the meters within approximately three weeks and there would be another three weeks for training. He also said he requested that the vendor extend the quote because this has been dragging on for a while and has been extended until the end of October. Mr. Goldstein requested that Deputy Chief Coppola get assurance from INET that there will not be an increase in the price because the next Common Council meeting will not be held until after the end of October.

Mr. Frayer asked if this was a budgeted item. Deputy Chie Coppola said “yes”.

Asst. Chief McCabe with this new program the maintenance of the meters will be outsourced which will allow less downtime on the meters, and the meters are used every day to detect hazardous environments and gases so overall this program will be good for the department.

MS. DUNN MOVED TO AUTHORIZE MAYOR HARRY W. RILLING TO SIGN A 4 YEAR AGREEMENT FOR THE INET EXCHANGE PROGRAM WITH INDUSTRIAL SCIENTIFIC CORPORATION FOR THE REPLACEMENT OF GAS DETECTION EQUIPMENT (METERS) FOR ALL APPARATUS CITYWIDE. THE SUBSCRIPTION PROGRAM WILL ALLOW US TO OWN THE EQUIPMENT ONCE THE 48-MONTH TERM HAS CONCLUDED. WE WILL BE BILLED MONTHLY IN THE AMOUNT OF \$793.95 BY INDUSTRIAL SCIENTIFIC CORPORATION FOR A TOTAL 4-YEAR TERM COST NOT TO EXCEED \$38,109.60.

**** THE MOTION PASSED UNANIMOUSLY.**

3. AUTHORIZE THE MAYOR HARRY W. RILLING, TO EXECUTE A CONTRACT WITH DELTA-LEVEL DEFENSE FOR A TOTAL NOT TO EXCEED \$26,684.22 FOR THE PURCHASE OF 19 SETS OF TACTICAL BODY ARMOR.

ACCOUNT# 0133120-5341

Asst. Chief McCabe said this is the second part of the purchase as they had made the purchase last year and split the purchase and is to provide tactical body armor for the firefighters when they are operating at incidents with the police department for any mass casualty or incidents with an active threat. The firefighters come in to back up the police department with treating casualties etc. and this is to get the body armor up to code and update the current sets that they have.

**** MS. DUNN MOVED TO AUTHORIZE THE MAYOR HARRY W. RILLING, TO EXECUTE A CONTRACT WITH DELTA-LEVEL DEFENSE FOR A TOTAL NOT TO EXCEED \$26,684.22 FOR THE PURCHASE OF 19 SETS OF TACTICAL BODY ARMOR.**

**** THE MOTION PASSED UNANIMOUSLY.**

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH MES SHIPMAN'S FIRE EQUIPMENT FOR A TOTAL NOT TO EXCEED \$279,591.25 FOR NEW FIRE DEPARTMENT SCBA AIR BOTTLES, COMPLIANT WITH THE LATEST NFPA STANDARD.

ACCOUNT# 0131205269

Asst. Chief McCabe said this is part of the mandated self-contained breathing apparatus and will bring them in compliance with the latest NFPA standards.

**** MS. DUNN MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH MES SHIPMAN'S FIRE EQUIPMENT FOR A TOTAL NOT TO EXCEED \$279,591.25 FOR NEW FIRE DEPARTMENT SCBA AIR BOTTLES, COMPLIANT WITH THE LATEST NFPA STANDARD.**

**** THE MOTION PASSED UNANIMOUSLY.**

Police Department

1. **AUTHORIZE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS NECESSARY TO ACCEPT GRANT FUNDING UNDER THE CONNECTICUT DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY OFFICE, DRUG RECOGNITION ENFORCEMENT INSTRUCTOR GRANT.**

Deputy Chief Lepore said the CTDOT Department of Transportation Highway Safety has approved the application for funding under the drug recognition enforcement and is an annual grant that they are awarded and was approved in the amount of \$44,659.38 and the funding start date was October 9, 2024, and ends September 30, 2025. The grant funds are used to combat the large increase of drivers using marijuana or illegal drugs, and between 2018 and 2022 over 50% of drivers that were involved in fatal car accidents tested positive for drugs so the highway safety plan calls for highly visible enforcement of impaired drivers, and the training of law enforcement officers in the latest methods of drug evaluation and classification and to certify their officers as drug recognition experts.

**** MR. SUTTON MOVED TO AUTHORIZE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS NECESSARY TO ACCEPT GRANT FUNDING UNDER THE CONNECTICUT DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY OFFICE, DRUG RECOGNITION ENFORCEMENT INSTRUCTOR GRANT.**

**** THE MOTION PASSED UNANIMOUSLY.**

2. **AUTHORIZE CHIEF OF POLICE, JAMES WALSH, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY TO IMPLEMENT THE CONNECTICUT DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY OFFICE, DRUG RECOGNITION ENFORCEMENT INSTRUCTOR GRANT.**

**** MS. AYERS MOVED TO AUTHORIZE CHIEF OF POLICE, JAMES WALSH, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY TO IMPLEMENT THE CONNECTICUT DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY OFFICE, DRUG RECOGNITION ENFORCEMENT INSTRUCTOR GRANT.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** MR. FRAYER MOVED TO SUSPEND THE RULES TO ADD THE FOLLOWING ITEMS TO THE AGENDA.**

**** THE MOTION PASSED UNANIMOUSLY.**

3. **AUTHORIZE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS NECESSARY TO ACCEPT GRANT FUNDING UNDER THE STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION ARPA-ATV-2023-NWK-1A GRANT.**

4. AUTHORIZE CHIEF OF POLICE, JAMES WALSH, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY TO IMPLEMENT THE STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION ARPA-ATV-2023-NWK-1A GRANT.

Deputy Chief Lepore said that items three and four of the agenda all pertain to one grant which is an ARPA grant and the grant award number ends in 2A and as of this morning when they were talking with the state department regarding that grant they had advised them that there was a grant ending in 1A that was awarded but that had not been utilized or accepted so they are allowing the award of 1A and 2A. The grant is identical, but they had provided more funding and extended the usage time of one year to the grant so twice the amount of money can be used in the same year.

Deputy Chief Lepore said it is called the ARPA grant and was awarded to the Norwalk Police Department and the original grant was awarded in 2021 which was accepted, received, and utilized. There was more funding that was awarded in 2023 and again in 2024 which is the 1A and 2A of the grants.

Deputy Chief Lepore said the police department has experienced a surge in individuals committing auto theft and other crimes related to auto theft within the city and surrounding municipalities and this funding will pay for increased patrol to help deter auto thefts, violent crimes, and criminal acts from taking place.

Mr. Goldstein asked why the grant was not accepted the first time. Deputy Chief Lepore said they did not know it was awarded, and the grants coordinator had retired so they did not know where to send the award. Mr. Goldstein asked if other grants may have not been earned and not accepted. Deputy Chief Lepore said there is a Lieutenant who is now in the position and has done a phenomenal job.

Mr. Frayer asked if the grant is earmarked for auto theft. Deputy Chief Lepore said "yes" it is to help deter auto theft and any crimes related to auto theft.

****MR. FRAYER MOVED TO AUTHORIZE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS NECESSARY TO ACCEPT GRANT FUNDING UNDER THE STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION ARPA-ATV-2023-NWK-1A GRANT.
THE MOTION PASSED UNANIMOUSLY.

****MR. FRAYER MOVED TO AUTHORIZE CHIEF OF POLICE, JAMES WALSH, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY TO IMPLEMENT THE STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION ARPA-ATV-2023-NWK-1A GRANT.
** THE MOTION PASSED UNANIMOUSLY.**

5. AUTHORIZE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS NECESSARY TO ACCEPT GRANT FUNDING UNDER THE STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION ARPA-ATV-2023-NWK-2A GRANT.

**** MR. SUTTON MOVED TO AUTHORIZE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS NECESSARY TO ACCEPT GRANT FUNDING UNDER THE STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION ARPA-ATV-2023-NWK-2A GRANT.**

**** THE MOTION PASSED UNANIMOUSLY.**

6. AUTHORIZE CHIEF OF POLICE, JAMES WALSH, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY TO IMPLEMENT THE STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION ARPA-ATV-2023-NWK-2A GRANT.

**** MR. SUTTON MOVED TO AUTHORIZE CHIEF OF POLICE, JAMES WALSH, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY TO IMPLEMENT THE STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION ARPA-ATV-2023-NWK-2A GRANT.**

**** THE MOTION PASSED UNANIMOUSLY.**

V. ADJOURNMENT

**** MS. EADDY MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 9:00 PM.

Respectfully submitted,

Dilene Byrd

Memo

To:	City of Norwalk, Common Council
From:	Deputy Chief Melissa Lepore
CC:	
Re:	Extension of Agreement By and Between the City of Norwalk and Fleet Auto Supply, RFP Project # 4123, dated May 2, 2022
Date:	December 2, 2024

The City of Norwalk is currently in an Agreement with Fleet Auto Supply for upfit services of police vehicles. The upfit services entail supplying, installing, repairing, and replacing the required emergency lighting equipment to vehicles owned and operated by the Norwalk Police Department. The Agreement was entered into on May 2, 2022, and is in effect until February 28, 2025, with the option of an extension for two additional one-year renewals. The Agreement also includes compensation for services of up to two hundred thousand dollars and zero cents (\$200,000.00) per year subject to unit pricing.

In accordance with Section 4, Agreement Term, the Norwalk Police Department is requesting to invoke the option for an extension of one (1) year at this time. The Agreement shall have the same terms and conditions as the initial Term. The extension period will commence on March 1, 2025 and conclude on February 27, 2026.

In accordance with Section 3, Compensation, Paragraph A, the Norwalk Police Department is requesting the compensation to Fleet Auto Supply annual sum be increased from two hundred thousand dollars and zero cents (\$200,000.00) to two hundred and seventy-five thousand dollars and zero cents (\$275,000.00) based on unit pricing and the availability of funds.

We are requesting the following authorization:

1. Authorize Mayor Harry W. Rilling to execute an extension Agreement with Fleet Auto Supply, under RFP project number 4123 for the upfit of police vehicles until February 27, 2026, in the amount not to exceed \$275,000.00 per year.
2. Authorize Purchasing Agent, Sharon Connors, to execute the purchase orders on behalf of the Norwalk Police Department to Fleet Auto Supply under RFP project number 4123 for the upfit of police vehicles based on unit pricing and the availability of funds not to exceed \$275,000.00.

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter an Agreement J. S. Endurance for the use of Veterans Park Memorial and immediate surrounding grounds for their SONO Half Marathon/5K & Kid Run to be held on Sunday, October 2, 2022 from 8:30 AM to 12:00 PM. Set-up to begin Friday, September 30, 2022 at 8:30 AM with tear-down no later than Sunday, October 30, 2022 at 3:00 PM. Approximate attendance 1800 people.

B. PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE

1. Authorize the Purchasing Agent, Sharon Connors, to execute the purchase order on behalf of the Police Department to MHQ Inc. under the state contract, CT 12PSX0194, for the purchase of ten (10) 2022 Ford Utility Interceptor Hybrid Police Vehicles for the amount not to exceed \$367,976.00. Account # 0922 3010-5777-C0665.
2. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Fleet Auto Supply, under RFP project number 4123 for the up-fit of police vehicles each year for an amount not to exceed, 200,000 per year for an initial term of 3 years with 2 optional 1 year renewals. Account # 0922 3010 5777 C0665
3. Approval of the elimination of the Ordinance bonus pool

C. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Tighe & Bond, Inc., for Professional Engineering Services for the Project 4177/DRG2022-1 Design and Permitting for Lockwood Lane & Heather Lane Storm Drainage Improvements, on an hourly basis, for a sum not to exceed \$ 256,000.00.
Account No. 09 22 4021 5777 C0440
01 0 30 5258
2. Authorize the Mayor, Harry W. Rilling, to execute a no-cost Agreement between the City of Norwalk and HELPSY, for curbside collection of textiles in the City of Norwalk.
3. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the April 13, 2021 Agreement between the City of Norwalk and The Grasso Companies, LLC. for Project PM2021-1 Pavement Management Program. The Amendment is to extend the Agreement for a period of one (1) year at a sum not to exceed \$1,535,029.39, with an option of a potential amendment, after the new fiscal year funds become available.
Account No. 09 20 4021 5777 C0021
09 21 4021 5777 C0021
09 22 4021 5777 C0021

Norwalk Police Department Administration

Memo

To: Common Council Members

From: Deputy Chief Susan Zecca

SAZ

Date: January 31, 2022

Re: Common Council Authorizations

The Police Department has received funding for new marked police hybrid utility vehicles in the 2021-2022 capital budget. The purchase is within City purchasing guidelines as the vehicles are under state contract pricing. The quote from MHQ is for ten (10) 2022 Ford Utility Interceptor Hybrid Police Vehicles. The per unit price of the vehicles are \$36,797.00 for a total of \$367,976.00. This is an annual purchase to maintain the safety, readiness and dependability our fleet.

The Purchasing Department put out a RFP for the up-fit of these vehicles. The committee reviewed and interviewed three vendors and selected the Fleet Auto Supply whom had the lowest priced submission. We look to enter into a three year agreement with the vendor with two optional one year renewals.

1. Authorize the Purchasing Agent, Sharon Connors, to execute the purchase order on behalf of the Police Department to MHQ Inc. under the state contract, CT 12PSX0194, for the purchase of ten (10) 2022 Ford Utility Interceptor Hybrid Police Vehicles for the amount not to exceed \$367,976.00. Account # 0922 3010-5777-C0665.
2. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Fleet Auto Supply, under RFP project number 4123 for the up-fit of police vehicles each year for an amount not to exceed, 200,000 per year for an initial term of 3 years with 2 optional 1 year renewals. Account # 0922 3010 5777 C0665

RESPONSE SUMMARY - 4123

VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION	Marked Patrol Vehicle	K9 Patrol Vehicle	Substitutions to Specifications
First Priority Emergency Vehicles Inc	Yes	Yes	\$ 34,141.00	\$ 29,235.00	No to both
Fleet Auto Supply LLC	Yes	Yes	\$ 12,181.00	\$ 14,813.00	Yes to both
MHQ, Inc.	Yes	Yes	\$ 15,446.00	\$ 21,994.00	No to both
F and F Specialty Vehicles-Submission 1	Yes	Yes	\$ 13,744.90	\$ 16,496.00	Yes to both
F and F Specialty Vehicles-Submission 2	Yes	Yes	\$ 14,498.00	\$ 17,342.00	No to both

**AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
FLEET AUTO SUPPLY, LLC
FOR UPFIT SERVICES FOR POLICE VEHICLES
PROJECT #4123**

THIS AGREEMENT made and entered into this 2nd day of May, 2022, by and between the **CITY OF NORWALK** (the "City"), a municipal corporation existing under the laws of the State of Connecticut (the "City"), acting herein by Harry W. Rilling, its Mayor, and **FLEET AUTO SUPPLY, LLC** (the "Contractor"), a limited liability company existing under the laws of the State of Connecticut with an office and principal place of business at 757 First Avenue, West Haven, CT 06516, acting herein by William Chizmadia, its Managing Member, duly authorized.

WITNESSETH:

WHEREAS, the City of Norwalk is in need of a vendor to supply, install, repair and replace the required emergency lighting and to perform related after-market improvements ("upfit") to vehicles owned and operated by the Norwalk Police Department (the "Services"); and

WHEREAS, the City desires to retain the services of the Contractor based on the Contractor's representations that it is qualified and capable of performing the needed Services in a professional and timely manner and in accordance with the goals and requirements of the City;

WHEREAS, Contractor has agreed to perform the Services described herein for the compensation and in compliance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. ENGAGEMENT OF CONTRACTOR

A. The Parties hereby agree that the Contractor shall be available to the City throughout the term of this Agreement, in accordance with the terms and conditions and for the consideration set forth herein.

B. The person in charge of administering this Agreement on behalf of the City shall be Susan Zecca, Deputy Chief of Norwalk Police Department or such other person as the City may designate in writing (the "Director.")

C. The person responsible for the Services to be performed by the Contractor hereunder shall be William Chizmadia, its Managing Member.

D. The Parties understand and agree that the Contractor is engaged only for the purposes and to the limited extent set forth in this Agreement. The Contractor's relationship to the City and any of its agencies shall, during the term of this Agreement, be that of an independent contractor. Neither the Contractor, nor any of its agents, employees or personnel shall be considered, under the provisions of this Agreement or for any purposes hereunder, as having an "employee" status or as being entitled to participate in any benefits accrued by or given to City employees, including, but not limited to, vacation, sick time, holiday, health insurance, Workers' Compensation coverage and pension. The Contractor hereby expressly waives any claim to such benefits.

2. SERVICES TO BE PERFORMED

A. Throughout the term hereof, the Contractor shall be available at the request of the City to perform the services required by the City pursuant to this Agreement in a professional and skillful manner in compliance with all applicable codes, regulations, requirements and standards of practice and care, and the specifications defined by the Director. The Services to be performed by the Contractor under this Agreement are described in the City's Request for Proposal dated November 22, 2021; Addendum No. 1 dated December 6, 2021; Addendum No. 2 dated December 13, 2021 (hereinafter referred to collectively as "RFP"); and the Contractor's Proposal dated Contractor's Proposal dated December 14, 2021 and opened on December 16, 2021, copies of which is attached hereto and made a part of this Agreement as **Exhibits 1, 1-A, 1-B and 2**, respectively. Such Services may be amended or modified at the discretion of the City, as circumstances require.

B. The Contractor shall have a sufficient number of experienced and properly licensed personnel available to perform the requested Services on behalf of the City, as may be needed from time to time throughout the term of this Agreement.

C. The Contractor shall be available to meet with the Director or her representatives and with members of the Police Department as appropriate; and with other entities as directed by the City, with regard to the services performed hereunder.

D. The City may, from time to time, request changes in the scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

E. The Contractor shall retain in its possession all documents related to the performance of its services hereunder, for a period of five (5) years following the completion of such Services, unless notified in writing by the City of the need to extend the retention period.

3. COMPENSATION:

A. The City shall compensate the Contractor for the satisfactory completion of the Services and all of the Contractor's duties, obligations and responsibilities under this Agreement, subject to additions and deductions as herein provided, the total annual sum not to exceed **TWO HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$200,000.00)** per year. Notwithstanding the foregoing, the unit pricing set forth in Contractor's Proposal, shall be applied to all Services performed by Contractor and compensation shall at all times be limited by the quantity of units and specified services performed by Contractor and accepted by the City. Payment shall constitute full compensation for all labor, equipment, incidentals, and materials required to complete and establish the work specified.

B. Notwithstanding the foregoing, this Agreement shall be deemed binding only to the extent that funds are available to and appropriated by the City for payment in accordance with the terms hereof. No liability on account of this Agreement shall be incurred by the City beyond the funding available or appropriated, the City will immediately notify the necessary funding is not available or appropriated, the City will immediately notify the Contractor and the Parties will discuss and agree upon a modified Scope of Services.

C. Compensation provided under this Agreement constitutes full and complete payment for all costs assumed by the Contractor in performing this Agreement. No direct costs shall be reimbursed by the City without specific, prior written approval signed by the Director.

D. Payments to the Contractor under this Agreement shall be made by the City on approval of payment requisitions certified by the Contractor upon the satisfactory completion of any Services ordered by the City. Each requisition shall be in a form acceptable to the City shall set forth the hours of work performed, the Services completed and any other information that may be required by the City.

E. The acceptance by the Contractor, its heirs or assigns, of any payment made on the basis of a requisition submitted under this Agreement, or of any final payment due on termination of this Agreement shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which the Contractor, its heirs or assigns have or may have against the City under the provisions of this Agreement.

F. The Contractor agrees that the City shall receive the benefit of all discounts and rebates obtained by the Contractor in the fulfillment of Contractor's obligations under this Agreement. Contractor shall provide City with copies of records evidencing the cost of goods purchased from Pro-Gard, Whelen Engineering Company, Havis, Inc and any other manufacturer providing goods used by Contractor to perform the services contemplated by this Agreement.

G. Contractor shall be paid by City for completed work on the basis of an itemized invoice, setting forth the services performed and Contractor's actual cost of supplies without mark-up. Properly submitted invoices shall be processed and paid by the City within forty five (45) days. The City may, prior to making any payment under this Section, require Contractor to submit additional information as requested.

H. **Timing and Liquidated Damages.** It is hereby expressly acknowledged by Contractor that the timely completion of upfit work is of critical importance to the Norwalk Police Department and that Contractor's representation that completed vehicle delivery will occur in a 60 to 90 day timeframe was a material consideration in the award of this contract. Except as provided on Section H(1) and (2) herein below, the Contractor's failure to deliver completed vehicles within ninety (90) days from the date each vehicle is delivered to Contractor until the completed vehicle is returned to the City shall result in significant and substantial damages to the City that are difficult to compute and ascertain. Accordingly, for each vehicle not returned to the City with a completed upfit within ninety (90) days, Contractor shall pay to the City as liquidated damages the amount of **\$100.00 per day** until such vehicle is delivered to City. City shall have the right to offset liquidated damages against any amounts due and payable to the Contractor, and the payment of liquidated damages shall not limit any other remedies available to the City under this Agreement at law or in equity.

(1) The Contractor's time to deliver a completed vehicle shall be equitably adjusted for up to fifteen weeks for delays the Contractor incurs in receiving part(s) from its suppliers necessary to perform the Services on said vehicle, provided that, the Contractor (i) has ordered such part(s) from its suppliers within 10 calendar days of City's submission of a purchase order to the Contract for Services on the vehicle, and (ii) commercially reasonable documentation of such delay is provided to the City.

(2) The Contractor time to deliver a completed vehicle shall be equitably adjusted for delays caused by the City in delivering equipment (e.g. radio equipment) from vehicles in the City's current fleet the City is taking out of services to be repurposed and installed in the vehicles delivered to the Contractor as part of the Services to be performed hereunder.

4. **AGREEMENT TERM**

The term of this Agreement shall be approximately Three (3) Years commencing on the date this Agreement is fully executed by all parties, and expiring on February 28, 2025 ("Initial Term"). The City shall have Two (2) Year option to extend the term of this Agreement (each, an "Option") for consecutive periods of one (1) year each (the Option Term and Initial Term collectively referred to herein as the "Term") upon the same terms and conditions as the Initial Term except the unit pricing structure for Option Periods shall be equitably modified upon mutual agreement of the parties.

5. **TERMINATION**

The City may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. Except as otherwise provided herein, in the event of such termination, the Contractor's Services shall be paid for in such amount as shall compensate the Contractor for the Services satisfactorily completed prior to termination. Such amount shall be fixed by the City after consultation with the Contractor, and shall be subject to audit by the City's Comptroller. Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder.

6. **INSURANCE AND INDEMNITY REQUIREMENTS:**

A. The Contractor shall, at its sole cost, obtain and maintain throughout the effective period of this Agreement the insurance coverage specified by the Insurance Rider attached hereto as **Exhibit 3** and shall keep all such insurance in continuous effect for two (2) years following the date the Director indicates the termination of the Contractor's responsibilities hereunder. All insurance shall be taken out and maintained at no cost or expense to the City and the Contractor shall be responsible for the full amount of any deductible. Each insurance policy shall be endorsed to name the City as an additional insured party on a primary and noncontributory basis.

Before commencing performance of any Services hereunder the Contractor shall furnish to the City a Certificate of Insurance and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Such certificate and renewal certificates shall provide for a notice of cancellation, lapse or restrictive amendment by certified or registered mail at least thirty (30) days prior to the effective date thereof. With the exception of the professional liability coverage, all required insurance shall not be issued on a per occurrence basis only.

The Contractor shall require each of its subcontractors, if any, to procure and maintain until the completion of that subcontractor's services, insurance of the types and in the amounts specified in Exhibit 3. The Contractor shall ensure that all its subcontractors comply with the insurance requirements contained herein relating to such subcontractors.

B. The Contractor shall indemnify, defend and save harmless the City, its officers, agents, servants and employees, from and against any and all claims, suits, proceedings, liabilities, judgments, losses, costs and damages, including reasonable attorneys' fees to the caused in whole or in part by the negligent, willful or wanton actions or omissions of the Contractor, its agents, servants, representatives, subcontractors, or employees in connection with the performance of this Agreement. The Contractor hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings. The provisions of this paragraph shall survive the expiration or early termination of this Agreement and shall not be limited by reason of any insurance coverage provided.

7. **WARRANTIES:** In accordance with the RFP and Contractor's Proposal, Contractor hereby agrees:

Product manufacturer's warranties will be honored by Contractor. The Minimum product warranty shall be two (2) years per item, during which time the products purchased by the City shall be free of all defects and shall function as intended for police vehicles.

Contractor shall warranty all labor provided for a period of two (2) years from the date each fully upfitted vehicle is delivered to the City.

Warranty items can be performed either at the Contractor's garage facility or, at City's option and without additional charge, at the Norwalk City Police Department.

8. **GENERAL PROVISIONS:**

A. The City may at any time, and for any reason, direct the suspension of the Services contemplated under this Agreement for a period of time by written notice specifying the suspension date, which shall not be less than five (5) days from the date on which such notice is given. The Services shall be resumed on the dates specified in such direction, or upon such other date as the City may thereafter specify in writing. Any suspension of Services under this paragraph shall not give rise to any claim against the City.

B. The City may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. In the event of such termination, Services shall be paid for in such amount as shall compensate the Contractor for any Services satisfactorily performed prior to termination. Such amount shall be fixed by the City after consultation with the Contractor, and shall be subject to audit by the City's Comptroller. Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder.

C. It is the intent of this Agreement to secure the professional Services of the Contractor, including the Contractor's personnel and equipment. Failure of the Contractor for any reason to make such personnel and equipment reasonably available to the City to the extent required by the City in order to perform the Services required in a professional manner shall be cause for termination of this Agreement.

D. << INTENTIONALLY OMITTED >>

E. The following shall constitute an Event of Default:

(1) The City reasonably believes Contractor will be unable to perform this Agreement fully and satisfactorily within the time fixed for performance; or

(2) The City reasonably believes a meritorious claim exists or will exist against the Contractor or the City arising out of the negligent, willful or wanton acts, errors or omissions of the Contractor, its agents, servants or employees, or

(3) the Contractor's breach of this Agreement;

Upon an Event of Default, the City may withhold payment of any amount otherwise due and payable to the Contractor hereunder after written notice to the Contractor with sufficient details of the alleged circumstance and accounting of the amount of payment withheld. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right or claim against the City by reason of the City's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

F. The Contractor shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may only be made against the City.

G. No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the Contractor covenants that no person having such interest shall be employed in the performance of this Agreement

H. The products of the Services performed under this Agreement, including all materials prepared or document or information compiled hereunder, whether in draft or final format, and regardless of the method of storage or state of same, shall become and remain the property of the City and shall be forwarded to the City in hard copy and digital format. This shall include all partially completed Services, documents, memoranda, work product or other materials and reports in the event that the Agreement is terminated or Contractor is unable or unwilling to complete them for any reason. City shall be the sole and exclusive owner of all right, title and interest in any such work product, including all intellectual property rights therein.

I. The Contractor shall comply with all applicable laws, ordinances and codes of the State of Connecticut and the City of Norwalk and shall conform its performance of the Services to generally prevailing standards of professional care, employed by professionals practicing in the same or similar circumstances and geographical area.

J. During the performance of this Agreement, the Contractor agrees not to discriminate nor to permit any discrimination against any employee or applicant for

employment because of race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability including, but not limited to blindness, unless it is proven that the disability or characteristic prevents proper performance of the work involved. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability or physical disability including, but not limited to blindness.

K. This Agreement (specifically including all schedules, addenda, riders and exhibits) incorporates all the understandings of the Parties hereto and supersedes any and all agreements reached by the Parties prior to the execution of this Agreement, whether oral or written.

L. The City and the Contractor each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

M. If any provision of this Agreement is held invalid, the remaining provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

N. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

O. The Contractor represents to the City as follows:

(i) that it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

(ii) that this Agreement is duly executed and delivered by an authorized corporate representative, in accordance with such representative's powers to bind the Contractor hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

(iii) that it is a legally existing limited liability company existing under the laws of its state of organization, that it is registered and in good standing with the State of Connecticut Secretary of State, and that it has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

(iv) that it has the financial resources to perform this Agreement and that it is not the subject of any litigation or action, pending or threatened, regarding this Agreement or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Agreement; and

(v) Contractor has the requisite skill, expertise, judgment, knowledge, experience and financial resources to perform this Agreement as required under its terms and that it is not the subject of any litigation or action, pending or threatened, regarding this Agreement or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Agreement.

P. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City: Susan Zecca, Deputy Chief
Norwalk Police Department
1 Monroe Street
Norwalk, CT 06854

With a Copy to: Corporation Counsel
City of Norwalk
P.O. Box 5125
Norwalk, CT 06856-5125

With copy to: Finance Department
(For insurance purposes) City Hall, 125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125
Attn: Risk Manager

To the Contractor: William Chizmadia, Managing Member
Fleet Auto Supply, LLC
757 First Avenue
West Haven, CT 06516

Notices shall be deemed to have been duly given, delivered or served either upon personal delivery or three (3) days following the date when they are sent by registered mail with proper postage.

9. **COMPLIANCE WITH LAWS, LIVING WAGE ORDINANCE**

The Contractor shall comply with all applicable federal, state or local statutes, regulations, ordinances, rules and other laws in the performance of this Agreement.

Without limiting the generality of the foregoing, this Agreement is subject to and Contractor shall at all times comply with Chapter 62 of the City of Norwalk Charter, the Living Wage Ordinance. The City shall have all rights and remedies provided therein, including, without limitation, Section 62.8 thereof.

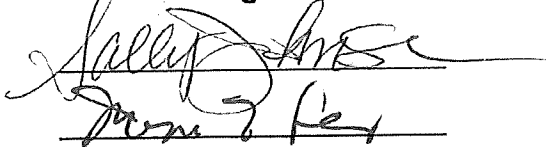
10. **ELECTRONIC SIGNATURE**

This Agreement may be executed and delivered via facsimile or electronic mail by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered via facsimile or electronically as if the original had been received.

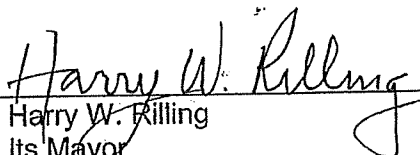
Dated at Norwalk, Connecticut, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures



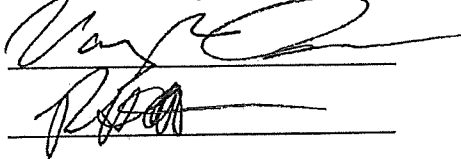
CITY OF NORWALK

By: 
Harry W. Kelling
Its Mayor
Duly Authorized

Date signed: 5/2/22

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures

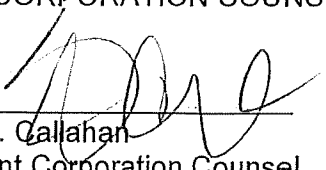


FLEET AUTO SUPPLY, LLC

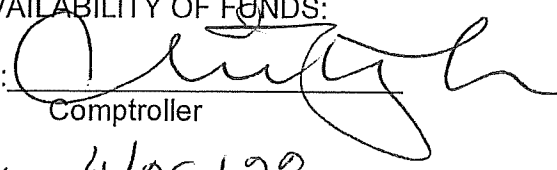
By: 
William Chizmadia
Its Managing Member
Duly Authorized

Date signed: April 14, 2022

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: 
Darin L. Callahan
Assistant Corporation Counsel

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: 
Comptroller

Date: 4/29/22

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: December 5, 2024

(Note - Agenda closes 12:00 Noon on the
Thursday before the Council meeting.)

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST:

Tina Fogel, Chief Human Resources Officer

SECTION ON AGENDA WHERE ITEM IS TO APPEAR:

VII(A) Public Safety and General Government

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES NO XX WHICH ONE?

To be scheduled for upcoming Public Safety and General
Government Committee Special Meeting on December 9, 2024

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER

Section 8-24 OF THE STATE STATUTES? YES NO N/A XX

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or
backup material. If a contract is to be awarded, please include name of
contractor, amount of contract to be awarded and account from which payment
will be made.)

Authorize arrangement for Corporation Counsel position to be
changed from an employee to a contract and to authorize Mayor to
execute an agreement with Berchem Moses, PC to provide legal
services and representation to City of Norwalk.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Section 63-3(C) of the Charter of the City of Norwalk.

EFFECTIVE DATE OF ACTION (if applicable):

Upon approval, subject to availability of funds.



Signature of Person Making Request

Tina Fogel, Chief Human Resources Officer

Please fill in all blanks and note if an item is not applicable.



CITY OF NORWALK
Personnel & Labor Relations
Tina M. Fogell
Chief Human Resources Officer
tfogell@norwalkct.gov
P: 203-854-7724 / F: 203-854-7329
125 East Avenue, PO BOX 5125
Norwalk, CT 06856

To: Common Council Members

From: Tina M. Fogell
Chief Human Resources Officer

Date: December 6, 2024

RE: Recommendation to Transition to Contracted Legal Services for the City of Norwalk

As Norwalk continues to grow and diversify, the City's legal needs have become increasingly complex. At the same time, our legal department exists in an ever-competitive marketplace where the lure of public service is being outpaced by state and private sector career opportunities. In recognition of that reality and in order to best serve the City's interests, the Administration has taken steps to transition from the current arrangement for a part-time salaried employee serving as Corporation Counsel to a contracted arrangement with a law firm specializing in all areas of municipal law, and other related laws, with a member of the firm appointed to serve as the Corporation Counsel.

We believe that this new approach will ensure cost efficiency and enhance access to a broad range of legal expertise that is currently not available to the City on a routine basis. In the last analysis, the City will still get the benefit of having an individual serving in the position being paid on a retainer basis while other members of the firm will be able to perform legal services where they have more appropriate expertise to deal with a particular issue, project or case under the strict terms of a retainer agreement.

Benefits of Contracting Legal Services

1. Access to Specialized Expertise A law firm provides access to attorneys with expertise in multiple practice areas such as land use, labor law, environmental law, litigation, and more.

Municipal legal issues often require specialized knowledge in a particular legal practice area that a single individual serving as Corporation Counsel may not possess. By contracting with a law firm instead of hiring a part-time employee to serve as the Corporation Counsel ensures the City can address these challenges more promptly and effectively than with the City's current arrangement for its Corporation Counsel position.

2. Scalability and Flexibility Contracted legal services can scale with the City's needs, allowing Norwalk to allocate resources to larger projects or handle litigation that is going to trial or urgent matters of significance that unexpectedly arise without the need to hire additional attorneys as City employees. Legal representation is available as needed without the constraints of maintaining a salaried position.

Currently, the Law Department is limited to five full-time attorneys and one part-time attorney. By moving the Corporation Counsel position from a part-time salaried employee to a contract, the Law Department can use various attorneys in the law firm when needed for a specific issue or project rather than being limited by one part-time attorney serving in the position.

Moving to a contractual arrangement with a law firm will allow the City to the firm on an as-needed basis to supplement the Law Department's needs for litigation in certain specialized areas such as property tax assessment appeals, land use and zoning and employment law. The City's litigation needs fluctuate significantly from year to year based on various factors beyond the City's control, such as when cases go to trial because a settlement couldn't be reached or the cyclical nature of property tax appeal litigation where 80% to 90% of all of the cases (which have ranged between 150 to 300 cases) during a five year revaluation cycle are all filed within the same two month period in the first year of the cycle. These factors, among others, make it increasingly more difficult for the Law Department to try to effectively handle all active litigation without a law firm on contract to provide legal services when needed.

3. Alignment with Best Practices Most municipalities in Fairfield County similarly contract with a law firm to provide an attorney from the firm to serve as Corporation Counsel, City Attorney or Town Attorney. We have confirmed that the following municipalities within Fairfield County have that arrangement: Greenwich, Darien, Westport, Wilton, New Canaan, Weston, Fairfield, Easton, Trumbull, Stratford, Shelton, Newtown, Danbury, Ridgefield, Brookfield, among others.

Other municipalities in Fairfield County that are similar in size to Norwalk (6th CT population), such as Danbury (7th) and Greenwich (10th), have the same arrangement as is proposed here where there are in-house attorneys serving in a law department and a contract with a law firm to serve as Corporation Counsel / Town Attorney. Danbury has an in-house law department with three full-time attorneys and staff. Greenwich has an in-house law department with five full-time attorneys and staff with five paralegals. In comparison, Norwalk has a Law Department consisting of five full-time attorneys and two paralegals.

4. Cost Efficiency Predictable Budgeting: A contracted legal services arrangement offers a fixed annual retainer, reducing unexpected legal costs. The City will reduce overhead thereby realizing savings that will increase over time on the salary, benefits, and other administrative costs associated with employing a Corporation Counsel.

5. Recommended by Attorneys in the Law Department The four full-time attorneys who are currently serving in the Law Department have all been in their positions for many years. They are in a unique position to evaluate the proposed arrangement to contract for legal services. Chief of Staff, Tom Livingston, and I, met with those attorneys in the Law Department to obtain their opinions on the proposed arrangement, and they supported it.

Implementation Plan

1. Independent Legal Counsel, Steven G. Mednick The City requested Attorney Steven G. Mednick to assist the City with considering a transition to a contract for legal services for the Corporation Counsel position. Attorney Mednick expressed his view that the proposed arrangement is in compliance with City Charter, ordinances and State law. Attorney Mednick also recommended that the City issue a Request for Qualifications/Proposals ("RFQ/P"), which he also assisted the City's Purchasing Agent to prepare and implement.

2. Request for Qualifications/Proposals. An RFQ/P was issued on August 19, 2024 (attached as **Exhibit 1**). Per the Purchasing Guidelines, Section §3-203 (3), the City is required to have a Legal Notice in the local newspaper. The public solicitations are also advertised on the City's website, the Purchasing Department's solicitation portal BONFIRE and the State of CT DAS Solicitation Portal CTSource. The RFP closed one month later September 18, 2024. Following review of the submissions, two (2) firms were selected to interview for the role. The submissions from those firms are attached to this memo for your reference as **Exhibits 2 and 3**.

The following employees were on the selection committee – Mayor Harry Rilling, Chief of Staff Thomas P. Livingston, Chief Financial Officer, Jared Schmitt, and Council President, Darlene Young. Interviews were held on October 22, 2024. The law firm of Berchem Moses PC in Westport and Milford was selected as the most qualified law firm. The selection committee used the criteria set forth in the RFP to assess the proposals and interviews as follows: 1) 25% weight to Specific Qualifications, Firm Requirements (Section 2.3.2.1 (a) through B of the RFP); 2) 50% weight to Specific Qualifications, Corporation Counsel Requirements, (Sections 2.3.2.2(a) to (e) of the RFP); and 3) Fee proposal.

3. Transition Period Mario Coppola, the current Corporation Counsel, is a senior partner at Berchem Moses PC, which will allow for a smooth and seamless transition of the City's legal matters.

4. Proposed Retainer Agreement Attached as **Exhibit 4** is the proposed retainer agreement from Berchem Moses. The agreement provides that the City will pay a monthly retainer in the amount of \$14,500 for the Corporation Counsel services. The total cost of the retainer to the firm is about five percent (5%) less than the total cost (including medical insurance, retirement contribution and employer paid taxes) that the City would have actually incurred in 2025 to continue to employ the Corporation Counsel as a City employee.

The City's Deputy Corporation Counsel, Jeffrey Spahr, serves as the day-to-day supervisor of the Law Department. Deputy Corporation Counsel Spahr will decide whether any cases that are beyond the scope of the retainer services should be referred to the firm.

Attorney Mednick reviewed both the retainer agreement and proposed plan for the City Law Department working with the firm.

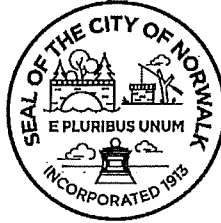
Conclusion

Transitioning to a contracted legal services model aligns with Norwalk's goals of fiscal responsibility, operational efficiency, and strategic growth. By leveraging the resources and expertise of a dedicated law firm, the City can enhance its ability to address legal challenges while achieving long-term cost savings.

We urge the Common Council to approve the recommendation of the selection committee and approve the Mayor to execute the proposed retainer agreement with Berchem Moses PC for legal services.

EXHIBIT 1

CITY OF NORWALK PURCHASING DEPARTMENT



**SEALED RFPs MUST BE RECEIVED BY THE OFFICE OF THE PURCHASING AGENT, 125 EAST AVENUE NORWALK, CT 06851
BY THE DATE AND TIME OF RFP OPENING**

PROJECT NUMBER:	4391
REQUESTING DEPARTMENT:	Corporation Counsel
DATE OF RFP ISSUANCE:	08/19/2024
TITLE OF RFP:	On-Call Legal Services
RFI/QUESTION DEADLINE:	2:00PM 09/11/2024
ELECTRONIC SUBMISSION DEADLINE:	2:00PM 09/18/2024
HARD COPY SUBMISSION DEADLINE:	N/A
MANDATORY WALKTHROUGH:	YES () NO (X)
DATE, TIME, AND LOCATION OF WALKTHROUGH	N/A
TIME/DATE OF RFP OPENING:	2:00 PM 09/18/2024
RFP DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED:	YES () NO (X)

ALL TERMS AND CONDITIONS, SPECIFICATIONS AND BID FORMS ARE ATTACHED HERETO.

NOTE: THE FOLLOWING DOCUMENTS WILL BE REQUIRED FOR A BID TO BE COMPLIANT

1. BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM
2. RFP FORMS, INCLUDING PRICING SHEETS AND ADDENDA ACKNOWLEDGMENT FORMS
3. EXCEPTIONS (IF ANY)

CITY OF NORWALK
PURCHASING DEPARTMENT
NOTICE TO BIDDERS

1. ALL RFPs WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY RFP RECEIVED AFTER THE ADVERTISED TIME OF OPENING WILL NOT BE ACCEPTED.
2. OBLIGATION OF BIDDERS:
 - a. AT THE TIME OF OPENING RFPs, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE THEMSELVES THOROUGHLY FAMILIAR WITH THE PLANS AND CONTRACT DOCUMENTS, INCLUDING ALL ADDENDA. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO THEIR RFP.
 - b. EACH BIDDER MUST FULLY INFORM THEMSELVES OF THE CONDITIONS RELATING TO THE WORK WHICH WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF THEIR OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. IN AS MUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT THEIR WORK, EMPLOY SUCH MEANS AND METHODS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.
3. TIME IS OF THE ESSENCE (IF APPLICABLE):
 - a. IF THE PROJECT IS NOT COMPLETED BY THE DATE SPECIFIED AS THE SUBSTANTIAL COMPLETION DATE IN THE CONTRACT ENTERED INTO BY THE CITY AND THE CONTRACTOR, THE CONTRACTOR WILL BE SUBJECT TO CONSEQUENTIAL AND/OR LIQUIDATED DAMAGES.

CITY OF NORWALK

PURCHASING DEPARTMENT

GENERAL INFORMATION

1. INTRODUCTION

The City of Norwalk, acting through its Mayor's Office, is soliciting qualified firms to submit qualifications and proposals to provide legal services (the "RFQ/P"). The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

2. RFP DOCUMENTS

All RFP documents for this invitation are available over the internet at <http://www.norwalkct.gov>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

3. ADDENDA

All addenda, if issued will be available over the internet at <http://www.norwalkct.gov>. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the RFP deadline. It is the responsibility of the bidder to check for issuance of any addenda.

4. BIDDER'S LIST

Bidder's list for this solicitation will not be published.

5. QUESTIONS CONCERNING THIS RFP

All questions concerning this solicitation must be directed, via e-mail, to Sharon Conners, Purchasing Agent at sconners@norwalkct.gov. Please include the Project Number and Project Title in the subject line. The deadline for the submission of questions is 2:00 pm, September 11, 2024.

6. SUBMISSION OF RFP

The City of Norwalk requires electronic sealed submission for this project in the City of Norwalk's BONFIRE portal.

All sealed electronic submissions must be submitted in Bonfire no later than September 18, 2024, at 2:00PM.

7. SUMMARIES

A list of the proposing firms will be available any time after 5:00 pm on the day of the RFP opening at Purchasing-Bid Postings. RFP results will not be provided over the phone.

CITY OF NORWALK PURCHASING DEPARTMENT

SPECIAL NOTES:

1. **Public Opening:** Per the City of Norwalk Purchasing Guidelines, Bids shall be opened publicly by the Purchasing Agent or his designee, in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. Receipt of Proposals: Proposals shall be opened so as to avoid disclosure of contents to competing proposers during the process of negotiation. A Register of Proposals shall be prepared in accordance with these Procurement Guidelines and shall be open for public inspection after contract award. If you wish to hear the bid/RFP opening, please join us through a teleconference.

Access Number: (866) 640-4044 or (678) 302-3554

Participant Code: 968 704

The City of Norwalk is an Affirmative Action/Equal Opportunity Employer; Minority/Women's Business Enterprises are encouraged to apply

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – RESPONSE FORMS

**CITY OF NORWALK
PURCHASING DEPARTMENT
PROPOSER'S INFORMATION AND ACKNOWLEDGMENT FORM**

Proposer's Name

Street Address

City	State	Zip

Business Telephone:

Email Address:

Printed Name and Title of Individual Submitting Proposal

The undersigned acknowledges that the terms, conditions and specifications of this RFP are understood and unconditionally accepted.	
Signature	Date

Exceptions: Note any vendor(s) responding to this proposal shall indicate any/all exceptions (if any) taken to language in this proposal. BIDDERS MAY NOT TAKE EXCEPTION TO SUBSTANTIVE TERMS OF STANDARD CONTRACT FORMS PROVIDED IN THE RFP/RFQ/ITB. Exceptions must be declared below in order to be considered by the City:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name -		
Address -		
Phone -	Fax -	Email -
Manager -		Fed ID#

The undersigned hereby declares that they have carefully examined the scope of work, plans, specifications and project sites and has satisfied themselves as to all the quantities and conditions and understands that in signing this proposal they waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that they will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

A. PROPOSED FEES

ITEM	FREQUENCY	AMOUNT
Monthly Corporation Counsel Retainer	Per Month	\$
Hourly Rate Schedule for On-Call, As Needed Legal Service:		
Flat Partner Rate:	Per Hour	
Flat Associate Rate:	Per Hour	
Flat Paralegal Rate:	Per Hour	
Monthly Soft Cost Fixed Expense Fee ²	Per Month	
Direct Cost will be Reimbursed without mark-up ³		
² Soft costs are support-type services generally consider business overhead, e.g., - postage, clerical services, word processing, research services cost (e.g. lexis nexis, westlaw, etc...), software application costs, travel mileage.		
³ Direct cost of cost direct incurred in connection with the representation which are not soft cost, e.g., - court filing fees, deposition expenses, mediation fees, hearing transcript, medical records costs, expert witness fees, tile insurance premium, appraisal fees, fed-ex fees, etc..		

CITY OF NORWALK
PURCHASING DEPARTMENT

B. CERTIFICATION

Submitted By:	Signature:
Authorized Agent of Company (Name & Title):	
	Date:

C. The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

CITY OF NORWALK

PURCHASING DEPARTMENT

1.2 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1.	Number of years in business:		
2.	Number of personnel employed:	Part Time	Full Time

3. List six contracts of this type/size your firm has completed within the last four years:			
Project	Date	Contact Person	Phone No.

4. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK

CITY OF NORWALK PURCHASING DEPARTMENT

5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	general partnership			
	limited partnership			
	limited liability corporation			
	limited liability partnership			
	corporation doing business under a trade name			
	individual doing business under a trade name			
	other (specify)			
6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No	
	<u>Out-of -State corporations</u> - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No	
7. CT eLICENSE (https://www.elicense.ct.gov) / Business Registration (https://business.ct.gov/?language=en_US) :				
8. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service <u>if different from what has been indicated on the response form</u>:				
Business Name				
Address				
City, State & Zip				
Name of Agent				

CITY OF NORWALK PURCHASING DEPARTMENT

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening. A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

9. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

All information should be supported with appropriate audited financials

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this bid request.

10. Identify your businesses' supplier diversity classification and provide certification:

DIVERSITY CLASSIFICATION	CHECK ALL THAT APPLY
Women Business Enterprise (WBE)	
Minority Business Enterprise (MBE)	
Disadvantage Business Enterprise (DBE)	
Veteran-owned Small Business (VOSB)	
Small Business (SBE)	
Other (please explain)	

CITY OF NORWALK PURCHASING DEPARTMENT

1.3 CITY OF NORWALK VENDOR RECORDS

If you have not done business with the City of Norwalk as a vendor, your business information needs updating or your City of Norwalk vendor record has not been updated over three (3) years. Please complete and include the latest Internal Revenue Service (IRS) W-9 Form with your submission. Here is the URL to the IRS website:
<https://www.irs.gov/forms-pubs/about-form-w-9>

1.4 INSURANCE

Insurance Agency Name:	Tel:
Agency Address:	Email:

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

City of Norwalk Vendor Questionnaire

IT Information Security

Rev 8.4.22

1. **Third-Party Contact Information** (please provide the POC for follow-up questions to this questionnaire):
Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

2. **Description of Services/Products:** Please provide a detailed description of services/products your organization aims to provide to the City?

3. **System and Equipment Access:** Will your organization use your own systems and equipment to perform the services, or will your organization need access to the City's systems, equipment and network? (Yes or No, If Yes, please explain)

YES ☐ NO ☐

4. **Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes proceed to 3.1)

a. What data is needed to provide the services/products to the City?

Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.

YES ☐ NO ☐

If your answers to Questions 3 and 4 are BOTH “NO”, thank you for completing the IT Information Security Questionnaire.

If one or both questions are “YES”, please complete the remaining questions.

5. **Office Locations:** How many office locations does your organization have? *Please include the locations of your organization.*

6. **Data Center Locations:** How many data centers does your organization utilize to provide services/products to the City? *Please include the locations of the data centers utilized by your organization.*

7. **Business Entity:** What is your business entity type?

**Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*

8. **How many employees and contingent workers do you have in your organization?**

1-10 ☐ 10-50 ☐ 50-100 ☐ 100-500 ☐ 500-1000 ☐ 1000 or more ☐

9. **Physical Access:** Does your organization need to be onsite or offsite to provide services/products to the City?

YES ☐ NO ☐

10. **Access to Data:** How is your organization accessing City data?

**Example: Is the data supposed to be sent to your organization via email or will the data need to be uploaded to an application?*

**Note: For third-parties that are providing an application to perform the services, please specify whether the application will be an internally hosted solution, cloud-based solution (i.e. SaaS, IaaS, PaaS), or a traditional web-based application (i.e. eBay, WebEx, online banking application)*

11. **Data Storage:** Does your organization outsource data storage or does your organization utilize its own databases to store data? Does your organization store data outside of the United States?

YES ☐ NO ☐

12. **Segregation of Data:** Does your organization's database structure allow segregation of sensitive client data?

YES ☐ NO ☐

13. **Independent Attestations:** Does your organization have independent attestations such as (i.e. ISO 27001, SSAE-18 SOC-1, SOC-2, PCI- DSS, ISO 9001)?

14. Information Security

- a. Does your organization have written information security policies and procedures (WISP)?

YES ☐ NO ☐

- b. How often are the information security policies and procedures reviewed and updated?

- c. Who in the organization is responsible for reviewing and updating the information security policies and procedures?

- d. Does your organization have privacy policies and procedures?

YES ☐ NO ☐

- e. How often are the privacy policies and procedures updated?

- f. Who in the organization is responsible for reviewing and updating the privacy policies and procedures?

- g. What methods of encryption are utilized for data at rest and in transit?

h. Are the encryption methods utilized FIPS 140-2 approved?

YES ☐ NO ☐

i. Does your organization utilize firewalls to filter incoming data and information from the internet into your company network?

YES ☐ NO ☐

j. Does your organization perform penetration testing at least once per year to determine if unauthorized access to the computer network and malicious activity is possible externally?

YES ☐ NO ☐

k. Does your organization perform vulnerability testing at least once per year in order to identify vulnerabilities within the internal network?

YES ☐ NO ☐

l. Does your organization perform background checks on employees and contingent workers prior to onboarding them? Describe the nature of these background checks (i.e., criminal, credit, international, etc.).

YES ☐ NO ☐

m. Does your organization utilize multi-factor authentication?

YES ☐ NO ☐

n. Does your organization utilize scan cards or biometric scans to grant employees and contingent workers access to the building and data centers where data is stored?

YES ☐ NO ☐

o. If offering a technology product, does the organization utilize software development life cycle (SDLC) or Agile to build and maintain technological product?

YES ☐ NO ☐

p. Does the technological product undergo information security testing and quality assurance testing prior to deployment?

YES ☐ NO ☐

q. Does the Vendor provide annual Cybersecurity Awareness training to their employee?

YES ☐ NO ☐

r. Does the Vendor provide annual phishing simulations for their employee?

YES ☐ NO ☐

s. Have users been educated on how to report suspected security violations or vulnerabilities?

YES ☐ NO ☐

t. Does the Vendor have an employee identified as the Chief Information Security Officer?

YES ☐ NO ☐

u. Are all the Vendor laptops encrypted?

YES ☐ NO ☐

v. Are all Vendor computers (workstations, notebooks) required to join the Company's domain and receive Group Policies?

YES ☐ NO ☐

w. Does the Vendor meet the NIST 800-63 password guidelines?

YES ☐ NO ☐

15. Risk Management

- a. Does your organization have an enterprise risk management framework implemented at your organization?

YES ☐ NO ☐

- b. Does your organization have documented enterprise risk management policies and procedures?

YES ☐ NO ☐

- c. Who in the organization is responsible for reviewing the enterprise risk management policies and procedures?

- d. Does your organization utilize an outside third-party to provide services/products to the client?

YES ☐ NO ☐

- e. Does your organization have a third-party risk management program (TPRM)?

YES ☐ NO ☐

f. Does your organization include right-to audit clauses in contracts with third parties?

YES ☐ NO ☐

g. Does your organization have a certificate of insurance (COI)? *Please attach a copy of your COI.*

YES ☐ NO ☐

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ☐ NO ☐

b. How often is the business continuity plan updated?

c. Does your organization conduct business continuity tests once per year?

YES ☐ NO ☐

d. Does your organization have a disaster recovery plan?

YES ☐ NO ☐

e. How often is the disaster recovery plan updated?

f. Does your organization conduct disaster recovery tests once per year?

YES ☐ NO ☐

g. Does your organization have business continuity and/or disaster recovery sites?

YES ☐ NO ☐

h. Are the business continuity/disaster recovery sites located in the United States or outside the United States? *Please include the locations of business continuity/disaster recovery sites?*

YES ☐ NO ☐

SECTION 2 – SCOPE OF WORK / PROJECT SPECIFICATIONS

2.0 Introduction

The City of Norwalk, acting through its Mayor's Office, is soliciting qualified firms to submit qualifications and proposals to provide legal services (the "RFQ/P").

2.1 Description of the City's Law Department

The Law Department ("Department") is established by §8-3 of the Charter of the City of Norwalk and further addressed by Chapter 63 of the Ordinances. The Corporation Counsel is the Head of the Department. In addition to the Corporation Counsel, the Department is comprised of one full-time Deputy Corporation Counsel and three full-time Assistant Corporation Counsels. A fourth Assistant Corporation Counsel position is vacant, subject to an active search to fill the position.

Corporation Counsel as the Head of the Department is responsible for supervising the Deputy Corporation Counsel, Assistant Corporation Counsels and outside firms engaged for specific litigation and transactional engagements. The Corporation Counsel is appointed by and serves coterminous with the Mayor, unless removed in the Mayor's sole discretion.

The duties of the Law Department include (1) representing and advising the Mayor, Common Council, and all city officers, agencies, boards and commissions in all matters of law pertaining to their respective offices and/or duties; (2) assisting in the preparation of any ordinance or other legislation affecting the city at the request of the Common Council and its sub-committees; (3) representing and appearing as and be the attorney of record in all actions and proceedings for the enforcement of ordinances, other regulations and claims of the city and in all actions or proceedings in any court or before any board wherein the city or its officers, officials, boards, agencies or commissions or employees are defendant or parties in interest; (4) supervising in the preparation of all ordinances, regulations, resolutions, contracts and any other legal papers of the City; and (5) rendering formal opinions and giving necessary legal counsel and advice when required by the Common Council or any member thereof, the Mayor or any board, agency, commission or department.

The Deputy Corporation and Assistant Corporation Counsels are generally responsible for performing the daily functions and duties of the Law Department stated above. Corporation Counsel is called upon to perform such tasks from time to time as necessary and appropriate for the proper administration of the City's legal needs.

According to §8-2.E of the Charter the Corporation Counsel is not considered a full time position. Historically, the Corporation Counsel has been expected to be available to the Mayor, Council and other city officials at almost any time to serve for an average of approximately 20-25 hours per week, with weekly time commitments fluctuating depending upon the work duties the Corporation Counsel is called on to perform.

2.2 Scope of Services

2.2.1. General.

The City is soliciting qualified firms to submit qualifications and a proposal to provide legal services to the City. The proposal should identify a qualified attorney within the firm to be designated to fill the role of Corporation Counsel, and attorneys with specific subject matter expertise to handle overflow work on an "on-call, as needed basis". The subject matter areas and fields the firm may be called upon to represent the City as it pertains to operations of a municipality include, but are not limited to, the following:

- | | |
|---|--|
| (a) General Municipal Law,
Procedure and Governance | (b) Tax Assessment, Appeals
and Collection |
| (c) Litigation | (d) Real Estate |
| (e) Labor and Employment Law | (f) Contracts and Procurement |
| (g) Administrative and Regulatory Law | (h) Land Use and Zoning |
| (i) Environmental Law | (j) Civil Rights |
| (k) Freedom of Information | (l) Education Law ¹ |

2.2.2. "On-Call, As Needed" Legal Services.

Specific legal services the firm may be called upon to perform will be generally consistent with the daily functions and duties of the Law Department set forth in Section 2.1. With the exception of the services assigned to the Corporation Counsel by the Mayor, all other services will be performed exclusively on an "on-call, as needed" basis with no minimum commitment made by the City. The services are required to be delivered in a manner designed to achieve greater efficiency in the overall operations of the Law Department in terms of cost stabilization, utilization of current staff attorney resources, staff attorney professional development, retention of institutional knowledge, overall enhanced workflow and continuity.

2.2.3. Corporation Counsel Services.

The firm must propose a single qualified attorney to serve as the Corporation Counsel. The proposed attorney must be appointed by Mayor and will, for the duration of the engagement, work at the pleasure the Mayor for a period not to exceed a period of two years at a time as has historically been the case. Corporation Counsel will report directly to the Mayor. The designated attorney will perform the Corporation Counsel position as historically performed. That attorney will be the administrative

¹ While the Board of Education is a department of the City, its legal matters are generally not included in this scope of services. The City's Law Department and the Corporation Counsel, in particular, from time-to-time handle some legal matters for the Board of Education. To the extent the successful firm may be called upon to work on Board of Education legal matter, it would be solely under the on-call legal services portion of this RFP/Q.

head of the Law Department and is responsible for supervising the Deputy Corporation, Assistant Corporation Counsels and outside firms engaged for specific legal engagements.

The Corporation Counsel shall have sufficient experience in the subject matter areas, described above, necessary to perform the functions of the Corporation Counsel position as historically performed. Corporation Counsel will be expected to be available to serve in such capacity for an average of approximately 20-25 hours per week, with weekly time commitments fluctuating depending upon the work duties the Corporation Counsel is called on to perform. The Corporation Counsel is expected to maintain an in office presence at City Hall commensurate with the time commitments of the position.

-The Deputy Corporation and Assistant Corporation Counsels will continue to be primarily responsible for performing the daily functions and duties of the Department. The Corporation Counsel will perform those daily functions and duties of the Department when called upon to do so by the Mayor from time to time as necessary and appropriate for the proper administration of the Department. The Corporation Counsel is expected to attend meetings of the Common Council and may be called upon to attend meetings of various other City agencies, boards and commission from time to time.

2.3 Qualifications

2.3.1 General Information about the Firm

Identify the firm name, office locations, principal firm contact (name, phone and email address), and number of years in business.

2.3.2 Specific Qualifications

Each firm should submit a narrative statement demonstrating how they meet the Firm and Corporation Counsel Requirements set forth in Section 2.3.2.1 and 2.3.2.2 below. The firm's narrative response to this section should be limited to 12 pages single space.

2.3.2.1 Firm Requirements.

(a) Describe the legal services (and that of the individual attorneys assigned to perform the on-call work) and description of the various practice areas your firm will provide to the City, including, but not necessarily limited to, the following information:

(1) Please identify each primary attorney to provide "on-call, as needed" legal services for each practice area identified in Section 2 above with at least five years of

experience in the relevant practice areas and provide relevant resumes for each such attorney;

(2) Please identify a secondary attorney or attorneys (if any) who may assist each primary attorney and provide relevant resumes for each such attorney;

(3) Please identify the total number of licensed attorneys and support staff employed by the firm;

(4) Please provide a list of all municipalities in Fairfield County the firm represents; and,

(5) Please provide at least two recommendations from municipalities for which it is currently appointed or otherwise engaged as general legal counsel.

(b) Describe your firm's approach to providing "on-call legal services" including, but not necessarily limited to, your firm's strategic plan designed to achieve greater efficiency in the overall in legal services it will provide to the City and in the operations of the City's Law Department in terms of costs stabilization, staff attorney professional development, retention of institutional knowledge, overall workflow and continuity.

2.3.2.2 Corporation Counsel Requirements.

(a) The attorney proposed as Corporation Counsel must have at least ten years' experience performing in a position substantially similar to the role of the City's Corporation Counsel.

(b) Describe the legal services of the person your firm has proposed as Corporation Counsel including, but not necessarily limited to, the following:

(1) The attorney's name, office location, and resume; and

(2) A description of the work that the proposed attorney performed in a position substantially similar to the role of the City's Corporation Counsel.

(c) Demonstrate that the attorney proposed as Corporation Counsel can meet the minimum weekly average and fluctuating time commitments of the Corporation Counsel position as described in Section 2.

(d) Demonstrate that the attorney proposed as Corporation Counsel has sufficient knowledge of the subject matter areas and fields set forth in Section 2 above to perform the role of Corporation Counsel relative to the current structure of the Law Department and outside counsel needs of the City.

(e) Described your firm's approach to providing services as Corporation Counsel including, but not necessarily limited to, how proposed Corporation Counsel will implement the strategic plan of the firm described by the firm in response to Section 2.3.2.1 (b) above.

2.4 Compensation and Additional Services

The firm shall be compensated in accordance with the "not to exceed" terms of a mutually agreed upon agreement between the firm and the City, approved in accordance with the requirements of the Charter and Ordinances. Any assignments by the Corporation Counsel of "on-call, as needed" services in excess of the "not to exceed" amount in the Agreement shall be subject to sign-off by the Deputy corporation Counsel and shall be in compliance with any requirements of the Charter and Ordinances.

2.5 Proposal Submission Format

Proposals should put forth full, accurate, and complete but concise information as required by this request. The City shall not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a Selection Committee.

Firms should create their submissions in 8½" x 11" document size using a minimum 12-point font size, double sided, include page numbers and any blank pages must be watermarked "Intentionally Left Blank". Proposals should be prepared simply and economically, providing a straightforward, concise description of the applicant's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

The City reserves the right to reject proposals/parts thereof or to solicit new proposal and award contracts as it deems tin its best interest. All proposals will remain property of the City. It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

To enable the City to compare the proposals received we ask that your proposal include the information specified below, the sequence listed, with each section of your proposal numbered to correspond to the numbers sequenced below.

Request for Proposal (RFP) shall include the following, in this order:

1. **Section 1- Executive Summary – Transmittal Letter:** Please provide

- A. Legal name of the firm.
- B. Address of the office that will be providing services and a list all office locations
- C. Date of the Proposal.
- D. Statement of Interest, including a narrative of specializations of individuals or the firm.
- E. Number of years in business
- F. Principal Firm Contact (name, phone, and email address)

2. **Section 2 - Scope of Services - Qualifications:**

- A. Identify and provide a statement of the firm's unique qualifications to provide the legal serves described herein.
- B. Identify any other recommended service in addition to those identified herein for consideration and possible incorporation in the engagement.
- C. Provide a brief history of the firm, including the size of the firm, firm structure, areas of practices, including the years in which the firm has provided municipal and public sector representation.
- D. Identify key qualities or services provided that distinguishes your firm from other firms and outline your firm's experience with similar current or completed projects. Provide a brief description of similar projects in which the key personnel may have worked together as a team.
- E. Provide complete resumes of (i) the individual designated buy the firm to the candidate for Corporation Counsel; and, (ii) the lawyers and other professionals and staff who will be available on an "on-call, as needed" basis.
- F. List the name and address of all firm(s) that may be used on this project with a brief description of their qualifications, with emphasis on each firm's expertise and your prior association with them, if any.
- G. Provide, in detail, any ethics violations or bar actions within the past five years against the firm, its attorney and employees.
- H. Provide a list of other local governments and clients the firm now represents that may cause a potential conflict of interest with your responsibility to the City.

3. **Section 3 - Project Team Organization and Staffing:**

- A. Provide an organizational chart for the proposed staff for this project.
- B. Identify the principal of your firm who will be responsible for this project.
- C. Estimate the percent of time you will have each staff member working on the project.
- D. Provide a statement describing how your firm proposes to provide legal services to the City, including office location, accessibility to Common Council members, and City staff.
- E. Demonstrate workload capacity commensurate with the level of service required by the City.
- F. Provide information about the firm's availability and capability to perform on short notice and to ensure timely response and completion of the City's schedules and deadline.
- G. Set forth the allocation of time and a "not to exceed" cost for the services and the Corporation Counsel and address the ways and means to ensure availability of the designated lawyer to be available without alteration of the costs contained in your proposal.
- H. Describe how your firm protects client confidentiality, within the parameters of the Rules of Professional responsibility and the provisions of the Freedom of Information Act.
- I. Describe the firm's approach to communication with the City in regard to progress reports, status reports, recommendation, status of opinions, etc.
- J. The City reserves the right to interview and specify key staff members on this project.

4. **Section 4 - Project Approach:** Describe your firm's project approach and how your staff and consultants will be organized and utilized.

5. **Section 5 - References:** Provide a list of at least three (3) current or previous government clients in which your firm provides the same size and scope of services requested by the City. Highlight how it's directly related to City of Norwalk. The City, at its discretion, may check references in order to determine your firm's experience and ability to provide services described in the Scope of Work. All client reference information must be documented and verifiable. Reference contacts must be aware that they are being used as a reference and agreeable to City interview for follow up. References shall include the following:

- A. Client/Agency Name
- B. Contact name and title, telephone and email.
- C. Number of Projects Completed for Client/Agency
- D. Project Names
- E. Project Descriptions
- F. Project Approach and Methodology
- G. Year of Project and Length of Project
- H. Project Budgets and Final Invoiced Amount

I. Contractor Personnel Assigned to Project and Project Role

6. **Section 6-Forms:** Fully Completed Section 1 – Response Forms and the Non-Discrimination Certification

2.6 Selection Process

Proposals will be initially reviewed by a Selection Committee. The Selection Committee may select the two or three firms that best meet the City's requirements. These firms will then be invited to represent their proposals to and respond to questions from the Selection Committee.

Following this selection process, the Selection Committee will make a recommendation to the Common Council Committee. Approval to enter into a contract has to be authorized by the Norwalk Common Council.

The City of Norwalk reserves the right to reject any and all proposals submitted, to request additional information from all proposers and to negotiate with one or more of the finalists regarding the terms of this engagement. The City of Norwalk also reserves the right to retain the proposals, use any ideas contained in the proposals and is not obligated in any manner to reimburse the proposers for the costs incurred in connection with responding to this Request for Proposals.

The Selection Committee intends to recommend the firm that, in its opinion, best meets the City's needs, not necessarily the firm with the lowest fees.

The anticipated selection schedule is as follows:

RFP Interviews	August/September
Common Council Committee Review	September/October
Common Council Review	September/October

2.7 Criteria for Evaluating Proposal Submissions

The City of Norwalk shall be responsible for reviewing the proposals received and will further evaluate them, using the following criteria. The City reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

ITEM	EVALUATION FACTORS	POINTS
1	Specific Qualifications, Firm Requirements, Section 2.3.2.1 (a) through (b)	25
2	Specific Qualifications, Corporation Counsel Requirements, Section 2.3.2.2(a) through (e)	50
3	Fee Proposal	25
TOTAL		100

2.8 Availability of Funds

The contract award under this RFP is contingent upon the availability of funds to the City of Norwalk for this project. In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.

2.9 Payment & Invoices

The proposer will bill the City of Norwalk based on the submission of monthly invoices in a format to be determined by the City.

2.10 Contract Agreement(s) and Contract Period(s)

The selected proposer will be required to agree to and sign a formal written contract between the City of Norwalk and the proposer, prepared by the Law Department of the City of Norwalk

The agreement shall be for a period not to exceed the term of the Corporation Counsel, but may be terminated in whole or in part prior to the end of the term in the sole discretion of the Mayor and in accordance with the rules of Professional Responsibility governing attorneys in the State of Connecticut.

2.11 Right of Set-Off

The undersigned bidder hereby authorizes the City to set off against monies payable hereunder by the City to the bidder, an amount equal to any unpaid real and personal property taxes and assessments (the collection of which is not barred by the State of Limitations), owing by the bidder to the City, including all interest and lien charges in connection with such paid taxes.

2.12 Duration of Proposals

Proposals will remain in effect for a period of ninety (90) days from the deadline for submission of the proposal.

2.13 Acceptance of RFP Content

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. The City retains the option of canceling the award if the successful Respondent fails to accept such obligations. The City and the successful Respondent shall enter into a written contract for the work to be performed.

It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in a contract signed by the City and the successful Respondent.

This RFP is not an offer: Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the City of Norwalk or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The fully executed contract document will represent the entire agreement between the proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the contract has been accepted and approved by the City's Corporation Counsel and fully executed by all parties.

2.14 Miscellaneous Conditions

2.18.1 All Firms are hereby informed that while the City has attempted to address all issues and conditions related to the operation of the Law Department, the City reserves the right to modify, add to, or delete terms or conditions addressed herein at any time during the selection process, the negotiation process after a selection has been made, and during the term of the agreement when it is deemed to be in the best interest of the City. There shall be no recourse against the City or the selected party by prospective proposers for changed terms or conditions throughout the term of the Agreement.

2.18.2. The Mayor has the unilateral right to appoint Corporation Counsel. As such, the selection committee's recommendation will at all times be subject the Mayor's right to select a Corporation Counsel. The City reserves the right to only award the "on call, as needed" services portion of this RFQ/P; award "on-call, as needed" legal services and Corporation Counsel services to different firms; the services of the Corporation Counsel only; or make no award under this RFQ/P at all.

2.18.3 The City reserves the right, in its sole discretion, to:

- A. Reject any or all proposals, including but not limited to the proposal of any firm that is in default of any prior contract with the City, the State or any other municipality in the State; or which has made a material misrepresentation thereunder;
- B. Waive any minor irregularities or informalities in a proposal;
- C. Correct inaccurate awards resulting from clerical errors; and
- D. Enter into any agreement deemed to be in the best interest of the City, with one or more of the firms responding.

2.18.4 The firm, the Corporation Counsel and the attorneys providing "on-call, as needed" services will be independent contractors and not employees of the City. Accordingly, the firm and the attorneys are responsible for all costs associated with maintaining their bar admission and ability to provide legal services in the State and Federal Courts in Connecticut, including the United States Court of Appeals for the Second Circuit and Supreme Court of the United States. The appointed individuals must provide their own malpractice insurance.

2.18.5 **Non-Discrimination:** The agreement will contain a non-discrimination clause through which no person shall be denied or subjected to discrimination on account of any services, or activities made possible by or resulting from the agreement on the grounds race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor 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 the firm agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved. Any violation of the provision shall be considered a violation of a material provision of the agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement by the City and may result in ineligibility for further City contracts. The selected firm shall at all times in the proposal and contract process comply with all applicable City, state, and federal anti-discrimination laws, rules, regulations and requirements thereof.

2.18.6 **Non-Discrimination Certification:** The firm shall provide a non-discrimination certification as part of the firm's proposal (See Attachment A).

2.18.7 **Recourse for City.**

2.18.7.1 **Cancellation of Agreement: Material Failure.** Following engagement, should the Mayor find that the firm failed in any material respect to perform the obligations under the agreement, the City may cancel the agreement and the firm shall be liable for damages from such breach, including reasonably foreseeable incidental and consequential damages.

2.18.7.2 **Cancellation of the Agreement: Convenience.** Should the Mayor find that the legal services provided under the terms of this agreement precludes the City from administering its duties in an efficient manner or determines for any other reason that it is in the best interest of the City to terminate this agreement, the City may cancel the agreement at its convenience, in its sole discretion, upon ninety days written notice to the firm. In such event the City shall compensate the firm at the pro rata hourly rate for services performed through the effective date of the cancellation, which shall be in full and complete satisfaction of the firm's claims.

2.18.7.3 **Removal of the Corporation Counsel.** The attorney appointed to serve as Corporation Counsel may be removed in the sole discretion of the Mayor in accordance with the Charter.

2.18.7.4 **Return of Work Papers and Work in Progress.** The firm and the Corporation Counsel shall promptly return all work papers and work in progress to the City through the Deputy Corporation Counsel; or the successor Corporation Counsel.

2.18.7.5 Termination by the Firm. The firm shall provide the City at least one-hundred days prior written notice of its intent to terminate any agreement.

2.15 Insurance Coverage Requirements

PROFESSIONAL SERVICES INSURANCE RIDER

As a provider of Professional Services, the Consultant shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Consultant's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation: With respect to all operations the Consultant performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and Employer's Liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Consultant performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Consultant shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Professional Liability: The Consultant shall provide Legal Malpractice Insurance covering errors and omissions. Such insurance shall be in an amount no less than \$1,000,000 each claim and \$1,000,000 Aggregate. Such insurance coverage shall remain in place for seven years after City's acceptance of Consultant's work, and if Consultant's insurance coverage is written on a "claims made" basis, such seven year requirement can be satisfied through a combination of an extended reporting period and tail coverage.

Acceptability of Insurers: The Consultant's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or better. Additionally, all carriers are subject to approval by the City of Norwalk.

Subcontractors: The Consultant shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager) as required herein

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Consultant to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Consultant is primarily responsible for providing such written notice to the City thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Consultant shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the City related to the Consultant's Services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Consultant and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, (excluding Workers' Compensation & Professional Liability, if included) required for the performance of the Services shall include the City as an Additional Insured with respect to the Consultant's activities to be performed under this Agreement. Consultant's insurance shall be primary and shall not seek contribution from any other insurance carried by the additional insured in the payment of a claim.

Waiver of Subrogation: Consultant hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers. This waiver of subrogation does not apply to Professional Liability coverage.

Certificate of Insurance: Prior to the commencement of services under this Contract, the Consultant shall furnish Certificate(s) of Insurance to the City. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be provided prior to expiration but no more than fifteen (15) days after

policy renewal.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel and Finance Department (Attn: Risk Manager), 125 East Avenue, P.O. Box 5125, Norwalk, CT 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

SECTION 3 GENERAL INFORMATION

NOTE: SECTION 3 - GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 08/08/2013, or later on file you may obtain a copy over the Internet at <http://www.norwalkct.gov>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

Document number 1002. <http://www.norwalkct.gov/documentcenter/view/868>

SECTION 4
NOT APPLICABLE

This section intentionally left blank

SECTION 5

LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 04232024

NOTE: SECTION 5 contains information concerning the City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 04/23/2024 or later on file, you may download a copy of this Ordinance from the Terms and Conditions section of the City of Norwalk's website at <http://www.norwalkct.gov>

Document number **1019:** <http://www.norwalkct.gov/DocumentCenter/Home/View/862>

EXHIBIT A

Non-Discrimination Certificate

I, _____, of _____ (the "Firm")
(Authorized Signatory) (Title) (Name of Entity)

formed and existing under the laws of the State of _____
(Name of State or Commonwealth)

represent that I am authorized to execute and deliver this representation on behalf of the Firm

and that the Firm agrees to comply with the nondiscrimination agreements and warranties of

Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

By: _____ Date: _____

Print Name: _____

Its _____, duly authorized

EXHIBIT 2



City of Norwalk, CT

Response to Request for Proposal (RFP)

for

Corporation Counsel and other
Legal Services

Submitted by:

Berchem Moses P.C.
1221 Post Road East
Westport, CT 06880

September 17, 2024

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Michelle C. Laubin ◆
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Bryan L. LeClerc ◆
Brian A. Lema
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Jacob P. Bryniczka
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Rebecca E. Goldberg
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Eugene M. Kimmel
Paul A. Testa * ▶

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Christopher R. Henderson
Chandler K. Holcomb
Jason D. Kaplan
Herbert Z. Rosen
Matthew J. Sponheimer
Matthew L. Studer
Jordan A. Vazzano

* - Also Admitted in FL
○ - Also Admitted in IL
▶ - Also Admitted in MA
- - Also Admitted in NJ
◆ - Also Admitted in NY
● - Also Admitted in PA

Section 1 – Executive Summary – Transmittal Letter

September 17, 2024

Dear Mayor Rilling and members of the Committee:

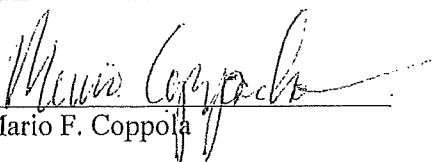
It has been my honor to serve as Corporation Counsel for the City of Norwalk since 2013. The officials and staff at City Hall have made this assignment quite enjoyable for me on both a professional and personal level. Through the years, I have handled many challenging legal assignments, mostly with success, and occasionally with unanticipated complications as happens in the municipal law business. But at all times, I have tried to proceed with the highest level of professionalism and service. I very much hope to continue representing the City of Norwalk, along with my colleagues at Berchem Moses, PC (the “Firm” or “Berchem Moses”).

Berchem Moses is a sophisticated 35+/- attorney multi-specialty law firm with offices in Westport and Milford, CT. The Firm is a leading player in municipal services and has the proven experience to provide all of the different types of legal services and representation set forth in the RFP. Our attorneys have litigated a wide variety of cases on behalf of municipalities from the Connecticut Superior Court, up to and through the Appellate and Supreme Courts. The Firm currently serves as general counsel to Westport, Wilton, New Canaan, Weston, Easton, Stratford, Milford, Derby, Woodbridge, Seymour, Beacon Falls, and Old Saybrook. The Firm also represents other municipalities as counsel in select matters and approximately 30 Board of Educations throughout the State. In our submittal, we provided multiple reference letters from other municipal clients.

All of us understand that this is a service business, and you and other municipal officials will be assured of prompt responses from our entire team. Those of us at the Firm who practice in the municipal area understand how municipalities work and we understand how the various governing officials and boards operate. We understand the need to operate efficiently and keep legal expenses to a minimum. We look for practical and cost-effective solutions to legal controversies whenever feasible.

I hope the attached provides you with all the information you need to allow me to continue my representation of the City of Norwalk along with my colleagues at Berchem Moses. Thank you for your time and consideration.

Berchem Moses P.C.

By: 
Mario F. Coppola

Section 2 – Scope of Services - Qualifications

2A – Firm’s Unique Qualifications to Provide Legal Services Described Herein

The Firm proposes legal services for all matters listed in Section 2.2.1 of the RFP. We have extensive experience in each of these areas.

General Municipal Law, Procedure and Governance: Many of our attorneys serve as Corporation Counsel, City Attorney or Town Attorney throughout Connecticut. Our knowledge and understanding of general municipal law, procedure and governance is extensive. We regularly respond to inquiries in these areas for municipal staff and officials, including during meetings of boards, commissions and legislative bodies. We also perform services in this area from issuing legal opinions to preparing regulations, ordinances and charter amendments.

Many of our attorneys are members of professional associations associated with our practice of municipal law such as: the Connecticut Association of Municipal Attorneys (CAMA), where Mario Coppola has served on the Board of Directors for many years; the Connecticut Bar Association (CBA) Planning & Zoning Section, where both Ira Boom and Mario Coppola have served as Chairman and on its Executive Committee; the CBA Labor and employment Sections; and Connecticut School Attorneys Council. Through our membership in these professional associations, we receive the latest updates on new changes in the law and prospective legislation that may affect Connecticut municipalities, which we regularly provide to our municipal clients.

Tax Assessment, Appeals and Collection: Our attorneys have handled hundreds, if not thousands, of property tax assessment appeals involving various types of real and personal property, including complex and specialized commercial properties, totaling billions of dollars. Attorneys Coppola, Studer and LeClerc regularly appear in the Connecticut Tax Court. Mario Coppola is a regular speaker to various professional associations, including to the Connecticut Association of Assessing Officers and Appraisal Institute, presenting on a variety of different topics pertaining to property tax law and tax appeal practice.

In the tax collection area, with some of our municipal clients, we have instituted and advised a foreclosure review committee to periodically review delinquent tax accounts based upon defined standards to advise when to proceed with filing a foreclosure action. It has worked successfully and resulted in a 100%+ collection rate. When necessary, we have routinely filed and processed foreclosure actions to collect tax debt. Attorney Coppola and other attorneys in the firm have provided counsel for municipal tax sales.

Litigation: Berchem Moses P.C. has a strong and large general litigation department, with a specialty practice in representing Connecticut municipalities throughout the Connecticut State and Federal Courts. Our group has handled numerous cases for municipalities to judgment from the Connecticut Superior Court up to and through the Appellate and Supreme Court, as well as cases in the Federal District Courts and 2nd Circuit Court of Appeals. Our litigation team has a track record of achieving successful results for our municipal clients. Over the years we have handled many complicated matters for municipalities for a wide variety of claims.

Real Estate: Several of the Firm's partners concentrate in the real estate area. We have handled hundreds of complicated commercial transactions, including for our municipal clients. We routinely draft and transact different legal instruments such as easements, licenses and covenants. We have handled several eminent domain proceedings for our municipal clients. Over the years, Attorney Doug LoMonte has provided his assistance to the Norwalk Law Department to advise on a variety of complicated legal issues that arose during complicated transactions for the City.

Labor and Employment Law: Our experience in the employment area is extensive. We are routinely referred questions related to hiring and discharging of personnel, in addition to other employment and human resource issues. Over the years, we have conducted workplace investigations for municipalities involving diverse issues as employee misconduct, violations of workplace policies, sexual harassment, hostile work environment, discrimination, retaliation, employee conflicts, ethics violations and workplace violence. We work proactively with our municipal clients, providing counsel and training to minimize risk and to anticipate and prepare for the many complex issues facing municipal management. We regularly appear before administrative agencies, such as the CHRO and the Department Labor, and in state and federal courts to defend municipalities against employee claims. A significant part of our labor practice is dedicated to collection bargaining as lead negotiators. We have obtained arbitration awards among the lowest in the state.

Contracts and Procurement: We are experienced in dealing with the different types of contracts that would be applicable to the City of Norwalk and have performed all areas of contract services from negotiating to drafting to advising municipal staff, officials and agencies. Based on our vast experience in doing contract work for municipalities, we are often able to access on our system a previous agreement we have completed to first refer to when taking on a new contract assignment. The ability to do so often saves us time, and legal fees for our clients. Over the years, Attorney Doug LoMonte has provided his assistance to the Law Department to advise on complicated legal issues that come about in the negotiation and/or preparation of contracts for the City of Norwalk.

We regularly advise our clients regarding public contract bidding and procurement, and we have prepared ordinances and written procedures to ensure legal compliance in this area.

Administrative and Regulatory Law: We have extensive experience in almost all aspects of administrative law at the local level, along with state agencies.

Land Use and Zoning: We regularly advise land use staff, boards and commissions on the latest developments in the law. We provide training sessions for land use board and commission members. We attend public meetings as required. We have extensive experience handling issues and matters all land use agencies, including but not limited to: planning and zoning commission, zoning board of appeals, conservation commission, inland wetland agency, historical commission, harbor commission, and the water pollution and control authority.

We have successfully defended the decisions of municipal land use boards and commissions in hundreds of land use appeals in the Superior Court, including in appeals up to and through the Connecticut Appellate Court and Supreme Court.

As indicated in the resumes, our attorneys are regular speakers at land use seminars; have served in leadership positions for the CBA Planning and Zoning Section; and have been widely recognized as top lawyers in land use and zoning by various publications including Best Lawyers in America and Super Lawyers.

Environmental Law: Over the years we have generally handled the various environmental law issues that would come up in a contract or real estate transaction involving one of our municipal clients. First and foremost, we identify any environmental issues of concern and make sure that the municipality is appropriately protected in the contract or transaction.

Civil Rights: Our municipal litigators and employment lawyers have handled complex civil rights issues. Our firm is regularly retained by insurance carriers to defend municipalities in cases arising from the assertion of Section 1983 complaints, including claims of excessive force against law enforcement officers.

Freedom of Information (FOIA): We continually advise our municipal clients in a manner to avoid FOIA claims through careful adherence to the statutes and governing cases. We regularly conduct training sessions for municipal officials and staff concerning FOIA.

We frequently appear at the Freedom of Information Commission (FOIC), and we are thoroughly familiar with the law and the process. We have been highly successful defending and resolving complaints for our municipal clients.

Education Law: Berchem Moses has been a leading player in the field of education law in Connecticut for over 40 years. The firm represents Board of Education throughout the State, including the Norwalk Board of Education for many years. Our firm has vast experience in all areas of education and special education law.

2B – Any Other Recommended Service

The Firm is not presenting any other recommended service in addition to those identified herein for consideration and possible incorporation in the engagement.

2C – History, Size and Structure of Firm

Berchem Moses was first established in 1933. The Firm has 35 attorneys and 23 staff consisting of legal assistants and administrative staff. The different levels of attorneys are: senior partners, partners, senior counsel, counsel, and associates. The Firm has two fully staffed offices in Westport and Milford, CT. The Firm's general practice areas are as follows: affordable housing, community and economic development; business law; commercial and residential real estate and financing; divorce and family law; education law; environmental law; estate and tax planning and administration; insurance defense and worker's compensation; employment and labor law; land use and zoning; litigation; municipal law and property tax assessment appeals. The Firm has many years of representing municipalities and other public sector clients. Some of our current municipal and public sector clients have been continuously represented by Berchem Moses for over 40 years.

2D – Key Qualities or Services and Similar Projects

Our firm's municipal law practice in Connecticut, and particularly throughout Fairfield County, distinguishes us from other firms. Our firm occupies a unique place among firms which practice in the municipal area. Many smaller firms are simply not capable of handling certain municipal matters. While other firms may have one or a few municipal clients, our Firm specializes in representing municipalities. The Firm represents approximately 30% of all Fairfield County municipalities as general counsel and provides legal services on a regular basis for other municipalities in Fairfield County and throughout the state.

2E – Resumes of Attorneys

Resumes of the attorneys that would be performing work for the City of Norwalk are attached hereto in **Appendix (Part I)**. Those attorneys are: Mario Coppola (proposed to continue as Corporation Counsel); Ira Bloom, Christopher Hodgson, Jonathan Berchem, Douglas LoMonte, Nicholas Bamonte, Ryan Driscoll, Rebecca Goldberg, Eileen Flug and Matthew Studer.

2F – Firms that May be Used On This Project

We do not propose for any other firm to provide legal services for this project. Our firm has the ability and experience to perform all of the different areas of legal services proposed in this RFP.

2G – Ethics Violations Or Bar Actions Within Past 5 Years

There have not been any ethics violations or bar actions against any attorneys in the Firm within the past 5 years.

2H – Possible Conflicts of Interest

There are no other local governments or other clients that the Firm represents that we believe may cause a potential conflict of interest with our responsibilities to the City. Please note that Mario Coppola has already been serving in the position as Norwalk Corporation Counsel for the past 11 years without any conflict issues concerning any of the Firm's other clients.

3A & 3B– Organizational Chart And Principle Responsible

Mario Coppola will serve as the Corporation Counsel and he will manage the Firm's engagement with the City. Mario will determine which attorney in the Firm is most appropriate for each matter assigned to the Firm.

3C – Estimate of Percentage of Time of Staff

It is difficult, if not impossible, to estimate the percentage of time that each attorney at the Firm may work on any future project for the City of Norwalk. All of the attorneys from Berchem Moses as proposed on the project team will be available to serve Norwalk. Mario Coppola has already been managing the City's legal work for the past 11 years. He will be in the best position to designate attorneys to handle matters for the City on an as needed basis to supplement the work of the other attorneys in the Law Department.

3D – Manner In Which Legal Services Will Be Provided

The Firm proposes for Mario Coppola to continue to serve as the Corporation Counsel in a similar manner to which he has performed those services for many years. Mario will continue to maintain an office at City Hall and regularly attend meetings there. Mario will continue to perform other legal services and representation in Court. Other members of the Firm will be available to attend meetings at City Hall, hearings and court events as needed. Mario will continue to make himself available to Common Council members and other City officials and staff. Other attorneys at the Firm will also be made available to City officials and staff on an as needed basis.

3E – Workload Capacity Commensurate with Level of Service Required by the City

Presumably the City is seeking to contract services for the Corporation Counsel position because the Law Department needs a Firm on retainer to be available to perform legal services and representation to supplement the relatively small staff of attorneys in the Law Department. The attorneys in the Law Department are of the highest quality, but they are limited by the volume of work that is required to be performed by the City's attorneys, as well as the complexity of the legal work. The Firm has the capacity to provide the Law Department with whatever additional assistance it needs on an as needed basis ranging from providing legal opinions to handling matters in specialized areas and complex litigation.

3F – Availability to Perform on Short Notice and Timely Responses and Schedules

One of the basis principles of our municipal practice is our responsiveness, especially during times of urgency or emergency. For the past 11 years, Mario Coppola has always made himself available to City officials and staff for any urgent matters or legal issues that arise unexpectedly. When representing a municipality, it should be expected that unexpected things happen, and you must be available at any time. A prompt response should not be underestimated. We all try to respond to calls and emails in a prompt manner.

3G – Allocation of Time and “Not To Exceed” Cost for Services

Monthly retainer: \$15,000. This would include but not be limited to:

- time spent by the Corporation Counsel for daily legal matters, including email correspondence, review of documents, routine communications and other work in the Law Department at City Hall;
- legal research, analysis and issuance of legal opinions;
- preparation of memoranda regarding new cases, legislation and other developments in the law;
- FOIA inquiries and compliance; weekly meetings and telephone conferences with Town officials and staff;
- attendance at Council, board, commission and meetings; labor and employment inquiries;
- training sessions for boards, commissions and the Council.
- Essentially, the work associated with the monthly retainer would include the services that are currently being performed by the Corporation Counsel. However, other attorneys in the firm will also be available to perform these services. That will allow the City to be better served at times by different attorneys within the firm that have better experience to handle certain specialized matters (i.e., employment law, transactional, contract, etc...).
- Please note that hours will be recorded for time spent under the retainer services and we propose that the Corporation Counsel will review the time spent under the retainer on a bi-annual basis with the Mayor, Chief of Staff and CFO to confirm that the hours provided are in line with the monthly retainer payments.

Hourly matters: In addition to the monthly retainer, litigation (land use appeals; other civil litigation; tax appeals; etc...); and longer-term legal projects will be billed at significantly discounted municipal hourly rates as follows: partners and senior counsel at \$265; associates at \$195 and paralegals at \$125 (please note that we for the most part do not bill the services of our legal assistants and paralegals and only do so for their work associated with major projects, such as related to litigation).

Miscellaneous costs: We do not charge for routine copying, faxing, computer research fees or other administrative costs. Larger photocopying projects requiring outside services are infrequent but will be billed at actual cost. Marshal fees, court filing fees, courier service, Fed Ex, and other third party charges will be billed at actual cost.

Cost Containment Measures: As discussed above, the Corporation Counsel will conduct periodic meetings during the year to assess the legal budget status and the Firm will provide detailed monthly bills that allow for tracking our work. We will be careful to minimize extra costs and fees to stay within the budget as much as possible. This approach has worked for our other municipal clients with infrequent requests for additional legal funds.

Since we provide services to multiple municipalities, appearances in court can be coordinated to save expenses for each municipality. For instance, both New Canaan and Westport have land use appeals scheduled on administrative calendars in Stamford Court. We provide periodic updates to all of our towns on the latest developments in case law and on new legislation.

3H – Protection of Client Confidentiality

Attorneys and staff at the firm are trained to protect client confidentiality and the Firm's electronic and document management systems have appropriate security measures in place to ensure the protection of confidential client communications and documentation. The Firm has vast experience in the handling of FOIA claims and issues on behalf of municipalities so we are well versed in when certain records within our possession may be subject to disclosure under FOIA.

3I – Communication With City Officials

Over the past 11 years, Mario Coppola has developed a system for providing effective communications with City officials and staff. This includes his regular attendance at weekly cabinet meetings of the Mayor and other chief-level appointments and informal bi-weekly meetings with the Mayor and Chief of Staff.

4 – Project Approach

Our approach is governed by the following guidelines:

Preventative Law: We provide guidance through seminars, memoranda and regular advice to avoid lawsuits. We advocate a system where key municipal officials have full access to the town's attorneys to have their inquiries answered. We generally encourage regular phone calls or email inquiries from key city officials. Regular hours and appearances in city hall are also very helpful, and we suggest that a schedule be established for office hours.

Prompt and efficient service: You will be assured of prompt and timely responses at all times. The Mayor, for example, must be able to respond to her constituents, boards, and staff members quickly. Our advice is often essential to that ability. The Mayor's Chief of Staff similarly needs prompt responses. The Mayor, Chief of Staff and other designated officials will be able to contact Mario Coppola at virtually all times or one of the other members of the Firm's Norwalk team will be available to attend meetings or conferences.

Protection of the City, its reputation, and its finances: We approach all matters with the City's best interests first. We strive to maintain the City's reputation for fair dealing, openness and honesty. After all, we are dealing with members of the Norwalk community, who deserve to be treated respectfully. The City's finances are also essential to our efforts, and we strive to minimize unnecessary prolonged litigation and work within our budget.

5 – References

Jennifer Tooker, First Selectwoman

Town of Westport

57 Morningside Drive South

Westport, CT 06880

(203) 341-1111

jtookero@westportct.gov

-Served as Town Attorney since 1998

-Performed all legal services associated with Town Attorney position.

-Recommendation letter enclosed in Appendix.

Lynne Vanderslice Former First Selectwoman

(2014-2023), **Town of Wilton**

103 Middlebrook Farm Road

Wilton CT 06897

(203) 451-3030

lyvanderslice@yahoo.com

Served as Town Attorney since 2014

-Performed all legal services associated Town Attorney position.

-Recommendation letter enclosed in Appendix.

Kevin Moynihan, Former First Selectman

(2017-2023) **Town of New Canaan**

330 Elm Street, No. 6

New Canaan, CT 06840

(203) 331-2016

Kevin.moynihan@newcannanct.gov

-Served as Town Attorney since 2012

-Performed all legal services associated with Town Attorney position.

-Recommendation letter enclosed in Appendix.

Vicki Tesoro, First Selectman

Town of Trumbull

5866 Man Street

Trumbull, CT 06611

203-452-5007

Vtesoro@trumbull-ct.gov

-Served as Town Attorney or Counsel since 2009

-Handled select legal work in select areas including: land use and zoning, property tax

assessment appeals and labor and employment.

-Recommendation letter enclosed in Appendix.

Matthew Fulda, Executive Director

CT Metropolitan Council of Governments

1000 Lafayette Boulevard, Suite 925

Bridgeport, CT 06604

(203) 366-5405

mfulda@ctmetro.org

-Served as counsel since 2020

-Performed legal services in areas of planning and zoning, contracts, labor and employment.

-Recommendation letter enclosed in Appendix.

Samantha Nestor, First Selectwoman

Town of Weston

56 Norfield Road

Weston, CT 06883

(203) 222-2656

snestor@westonct.gov

-Served as Town Attorney since 2018.

-Performed all legal services associated with Town Attorney position.

-Recommendation letter enclosed in Appendix.

Please note that for any of our above references, we can provide any additional information regarding our engagements with those municipal clients upon request. Additionally, we can also provide you with references of any of our other current municipal clients upon request.

**Narrative Statement Demonstrating Compliance with
RFP Requirements in Sections 2.3.2.1 and 2.3.2.2 (Pages 27-29 of RFP)**

2.3.2.1(a)(1)(2) Firm Requirements (Legal Services)

Please note that the resumes of the attorneys referenced in this Section are enclosed in **Addendum – Part I** further below. The Firm offers legal services for all matters listed in Section 2.2.1 of the RFP and provided a full description of all those practice areas of the Firm in Section 2A above. The Firm proposes the following attorneys to provide those services:

General Municipal Law, Procedure and Governance: Mario Coppola will be the primary attorney and Nicholas Bamonte and Eileen Flug will be the secondary attorneys.

Tax Assessment, Appeals and Collection: Mario Coppola will be the primary attorney and Matthew Studer will be the secondary attorney.

Litigation: Jon Berchem will be the primary attorney and Mario Coppola and Ryan Driscoll will be the secondary attorneys.

Real Estate: Doug LoMonte will be the primary attorney and Brian Lema will be the secondary attorney.

Labor and Employment Law: Chris Hodgson will be the primary attorney and Rebecca Goldberg will be the secondary attorney.

Contracts and Procurement: Doug Lomonte will be the primary attorney and Eileen Flug will be the secondary attorney.

Administrative and Regulatory Law: Mario Coppola will be the primary attorney and Matthew Studer and Nicholas Bamonte will be the secondary attorneys.

Land Use and Zoning: Mario Coppola will be the primary attorney; Ira Bloom, Matthew Studer and Nicholas Bamonte will be the secondary attorneys.

Environmental Law: Doug LoMonte will be the primary attorney, and Brian Lema will be the secondary attorney.

Civil Rights: Ryan Driscoll will be the primary attorney and Jon Berchem will be the secondary attorney.

Freedom of Information (FOIA): Nicholas Bamonite will be the primary attorney and Eileen Flug will be the secondary attorney.

2.3.2.1(a)(3) Firm Requirements (Legal Services)

The firm has thirty-five (35) attorneys licensed to practice law in Connecticut and approximately twenty (20) full time support staff.

2.3.2.1(a)(4) Firm Requirements (Legal Services)

The firm serves as the chief legal counsel (i.e., Town Attorney) for the following municipalities in Fairfield County: Westport, Wilton, New Canaan, Weston, Easton and Stratford. The firm regularly provides legal services to Fairfield County municipalities Trumbull and Bridgeport. Over the years, the firm has provided legal services to other municipalities in Fairfield County such as Greenwich, Stamford, Darien and Monroe.

Outside of Fairfield County, the firm serves as chief legal counsel for Milford, Derby, Seymour, Beacon Falls and Old Saybrook. The firm regularly provides legal services to many other municipalities throughout Connecticut which are outside of Fairfield County.

2.3.2.1(a)(5) Firm Requirements (Recommendations and References)

As further detailed in **Section 5 (References)** below, enclosed in **Addendum (Part II)** are letters of reference from the following chief elected municipal officials of other municipalities (and a director from one regional COG) for which the firm is currently appointed or engaged as legal counsel:

- i) Jennifer Tooker, Westport First Selectwoman;
- ii) Lynne Vanderslice, Wilton Former First Selectwoman (2014-2023);
- iii) Kevin Moynihan, New Canaan Former First Selectman (2017-2023);
- iv) Vicki Tesoro, Trumbull First Selectwoman;
- v) Matthew Fulda, Executive Director, CT Metropolitan Council of Governments.

2.3.2.1(b) Approach To Providing “On Call Legal Services”

Please see our response above in **Section 4**.

2.3.2.2(a)(e) Corporation Counsel Requirements

(a)(b) The firm proposes for Mario Coppola to continue to serve as the Norwalk Corporation Counsel, a position he has held since 2013. Mario’s principle office is located at 1221 Post Road East in Westport, CT. Mario also maintains an office in the Norwalk Law Department. Mario is one of the longest serving Corporation Counsel of any of the other major cities in Connecticut and the longest serving chief level employee of the City of Norwalk. In addition to his work for the City of Norwalk, Mario has performed similar legal work for the firm’s other municipal clients for many years such as: Westport, Wilton, Weston, New Canaan,

Easton and Trumbull. Mario has also served as counsel to the Connecticut METRO COG, which is a multi-discipline regional planning organization consisting of six member municipalities (Bridgeport, Easton, Fairfield, Monroe, Stratford and Trumbull).

(c) For the past eleven (11) years, Mario has actually demonstrated that he can meet the weekly average and fluctuating time commitments of the Corporation Counsel position. As Mario's wife will attest, Mario tries to always make himself available to respond to requests for his assistance or advice from Norwalk officials and staff, including during evenings, weekends and vacations.

(d) From his many years of service in the position, Mario has more than sufficient knowledge of the subject matter areas set forth in this RFP.

(e) Mario Coppola will implement the strategic plan of the firm by determining where certain personnel from the firm can provide the Law Department with the additional assistance it needs either because someone in the firm possesses a certain subject matter expertise that would be of service or to handle certain litigation or other matters based on the volume of work and capacity of the Law Department.

ADDENDUM (PART I) - ATTORNEY RESUMES

MARIO F. COPPOLA, ESQ.



BAR ADMISSIONS

- Connecticut, 2004
- U.S. District Court District of Connecticut, 2005

EDUCATION

- BOSTON COLLEGE, Chestnut Hill, Massachusetts, B.A., 2001
Honors: Golden Key National Honor Society (2001)
- UNIVERSITY OF CONNECTICUT SCHOOL OF LAW, Hartford, Connecticut, J.D., 2004
Honors: National Italian Bar Association Scholarship Recipient (2004), Pudlin Scholar (2004), CALI Excellence Award for class participation (2003).

PROFESSIONAL EXPERIENCE

- Norwalk Corporation Counsel – 2013 to present.
- Trumbull Town Attorney or special Counsel - 2009 to present.
- Westport Assistant Town Attorney - 2006 to present.
- Serves as general counsel to the Connecticut Metropolitan Council of Governments – 2020 to present.
- Regularly provides legal services and representation in court proceedings to other municipalities such as the Towns of Westport, Wilton, Easton, Trumbull and New Canaan.
- Areas of involvement with municipal clients include but is not limited to tax assessment appeals, land use and zoning, FOIA, tax collection, foreclosure and enforcement actions.
- Advises municipal boards, commissions and departments on various legal issues.
- Represents private clients in land use, zoning and tax assessment appeal applications at the agency level, as well as representing municipal and private clients for administrative appeals through the trial court and appellate levels.
- Represents municipal, corporate and individual clients in various areas of civil litigation such as commercial disputes, foreclosure, debt collection and personal injury.

PROFESSIONAL RECOGNITION

- AV (Preeminent) Peer Review Rating by *Lexis Nexis Martindale Hubble*, which is the highest possible rating, signifying very high to preeminent legal ability and integrity and is awarded based on confidential survey responses from practicing attorneys.
- Recognized by Avvo, a national independent lawyer rating service, with the highest possible ranking of “10 out of 10”/”Superb”.

- “New England Super Lawyer” designation, *New England Super Lawyers Magazine* 2013-2024 and “Connecticut Super Lawyer” designation, *Connecticut Magazine*, 2013-2024, for his work in the area of land use and zoning.
- Named by *Connecticut Law Tribune* as one of its “New Leaders in the Law” in its November 2012 edition of its New Leaders In The Law Yearbook.
- “New England Rising Star” designation, *New England Super Lawyers Magazine*, 2010-2012 and “Connecticut Rising Star” designation, *Connecticut Magazine*, 2010-2012, for his work in the area of land use and zoning.
- In June 2015, awarded one of the *Fairfield County Business Journal* “40 Under 40” which “recognizes the best and brightest business leaders under the age of 40.”

AFFILIATIONS

- Connecticut Bar Association (“CBA”) Planning & Zoning Section – Chairman
- CBA Young Lawyer’s Section – Executive Committee Co-Chair.
- CBA Municipal Law & Government Services Section - Executive Committee Member
- Fairfield County Bar Association (“FCBA”) - Co-Chair of Land Use and Municipal Law Sections
- Connecticut Municipal Attorneys Association (“CAMA”) – Board of Directors

SEMINARS AND PUBLICATIONS

- “The Law In Connecticut Regarding Municipal Tax Exemptions For Real Property”, the Connecticut Association of Assessing Officers, Annual Assessor School at UConn, June 6, 2024
- “Pretrial Process and Form Discovery Requests in Property Tax Assessment Appeals,” The Connecticut Association of Assessing Officers, Annual Assessor School at UConn, June 8, 2023
- “Recent Developments In Regulating Short-Term Rentals,” Connecticut Association of Municipal Attorneys, June 16, 2023
- “Insight and Practice Tips for Handling Applications under the Religious Land Use and Institutional Persons Act (RLUPA),” CBA Planning and Zoning Section, November 18, 2019
- “Air BnB Law: The Implications of Short-Term Rentals for Property Owners and Municipalities,” CBA Annual Meeting, June 11, 2018
- “Hot Topics in Land Use Law and Practice 2018,” Connecticut Chapter of the American Planning Association, June 8, 2018
- “Tax Appeal Cases – Perspectives and Practice Tips from Municipal Attorney and Taxpayer’s Attorney”, Westport Bar Association, February 22, 2018
- “Connecticut Land Use Law For Municipal Land Use Agencies, Boards And Commissions”, CBA Planning And Zoning Section, March 25, 2017

- “Hot Topics In Land Use Law and Practice 2017”, Connecticut Chapter of the American Planning Association, June 16, 2017
- “Connecticut Case Studies in Ad Valorem Taxation Litigation”, Appraisal Institute, April 2016
- “Connecticut Case Studies in Ad Valorem Taxation Litigation”, Appraisal Institute, April 2016
- “The Top 7 Ways To Get Your Project Approved When the Regulations Do Not Allow It (A Thorough Discussion Of The Use of Variances, Text Changes, Waivers, Interpretations, Non-Conformity, Exemptions and Special Permits/Exemptions)”, Fairfield County Bar Association, October 2013.
- “Tax Appeal Cases, Perspectives and Practice Tips from Municipal Attorney,” School for Connecticut Assessors and Board of Assessment Appeals, June 2013.
- “Legislative Update,” CBA Planning & Zoning/Environmental Sections, June 2013.
- “Everything you need to know about the new bonding requirements for subdivision and site plan approvals created by Public Act 11-79,” Fairfield County Bar Association, March 2012.
- “Abandonment and Discontinuance of Public Roads,” Fairfield County Bar Association, January 2011.
- “Real Estate Valuation Basics and Review of Tax Assessment Appeals and Eminent Domain Procedures,” Connecticut Bar Association, March 2010.

IRA W. BLOOM, ESQ.



EXPERIENCE

2008 to present Berchem, Moses & Devlin, P.C.
(Wake, See, Dimes & Bryniczka merged with BMD in February, 2008)
1221 Post Road East, Westport, CT 06880

1978 to 2008 Wake, See, Dimes & Bryniczka

AREAS OF PRACTICE

- Land Use and Municipal Law
- General Civil Litigation
- Real Estate

EDUCATION

CLARK UNIVERSITY, Worcester, Massachusetts
(B.A., magna cum laude, 1975)
Phi Beta Kappa

UNIVERSITY OF CONNECTICUT, SCHOOL OF LAW, Hartford, Connecticut
(J.D., 1978)

BAR ADMISSIONS

- Admitted to Practice, Connecticut (1978)
- Admitted to Practice, U.S. District Court, District of Connecticut (1978)

CURRENT PEER-RATED LISTINGS

- Martindale-Hubbell – AV Rating (Preeminent)
- “Super Lawyer” Designation, *Connecticut Magazine*, 2009-present

ACCOMPLISHMENTS

- Town Attorney, Town of Westport (1998 to present)
- Town Attorney, Town of New Canaan (2012 to present)
- Town Attorney, Town of Wilton (2012 to present)
- Town Attorney, Town of Weston (2012 to present)
- Counsel for Easton (2003 to present)
- Land Use Counsel, Town of Madison
- Special Town Counsel for Greenwich, Darien, West Haven, Fairfield and Monroe
- Frequent speaker before the Connecticut Bar Association (CBA), Connecticut Association of Municipal Attorneys (CAMA).

- Past speaker and attendee at events and seminars sponsored by the Fairfield County Bar Association and WestCOG
- Past Treasurer, Connecticut Association of Municipal Attorneys
- Member, International Municipal Lawyers Association (IMLA)
- Member, Connecticut Chapter of the American Planners Association (CCAPA)
- Member, Fairfield County Regional Bar Association (1997-present)
- Member, Connecticut Bar Association, (Chair - Planning & Zoning Section, 2009 to 2012)
- James W. Cooper Fellow of the American Bar Foundation
- Past President, Vice President, Secretary and Treasurer of the Westport Bar Association

COMMUNITY INVOLVEMENT

- Member and Chair of the Westport Board of Education (1989- 1997)
- Westport Sunrise Rotary, 2009 to present
- Member and Deputy Moderator, Westport Representative Town Meeting (RTM), 1981-1989

PUBLICATIONS

- Article on cell towers appearing in the *Connecticut Lawyer*, October 2002
- Article on Poirier v. Zoning Board of Appeals appearing in the *Connecticut Lawyer*, June/July 2004
- Article on new Administrative Appeal rules, *Connecticut Lawyer*, March, 2012.
- Follow-up article on Administrative Appeals, *Connecticut Lawyer*, February, 2015.

CHRISTOPHER M. HODGSON, ESQ.



BAR ADMISSIONS:

- U.S. Court of Appeals 2nd Circuit, 2011
Connecticut, 1985
- U.S. District Court District of Connecticut, 1985

EDUCATION:

- **University of Richmond, The T.C. Williams School of Law, Richmond, Virginia**
Juris Doctor – 1985
- **University of Vermont, Burlington, Vermont**
Bachelor of Arts, English Language and Literature/Letters – 1982
- **Choate Rosemary Hall, Wallingford, CT**
1974-1978

PROFESSIONAL EXPERIENCE:

- **Berchem, Moses & Devlin, P.C., Milford, CT**
Senior Partner
January 2015 to Present
- **Durant, Nichols, Houston, Hodgson & Cortese-Costa, P.C.,
Bridgeport, CT**
Attorney and Partner
January 1990 – December 2014
- **Lynch, Traub, Keefe & Errante, P.C., New Haven, CT**
Associate
June 1985 – December 1990
- Senior level attorney represents numerous private and public sector employers in collective bargaining and labor relations matters including negotiating collective bargaining agreements, presenting municipal and Board of Education interest arbitration cases, and defending grievance arbitration claims. Advises employers regarding all laws applicable to the workplace. Represents management in a wide spectrum of labor and employment litigation in state and federal courts.
- Attorney Hodgson has defended hundreds of discrimination claims before the Connecticut Commission on Human Rights and Opportunities, and has significant experience before the National Labor Relations Board. He has argued cases before Connecticut's Supreme and Appellate Courts.

AWARDS AND RECOGNITION:

- Martindale-Hubbell AV Preeminent rated attorney
- Best Lawyers in America since 2010
- New England Super Lawyers since 2008
- Connecticut Super Lawyers since 2007 for Labor & Employment Law

COMMUNITY SERVICE:

- Past President of Choate Rosemary Hall Alumni Association
- Choate Rosemary Hall Board of Trustees
- Bridgeport Chamber of Commerce Executive Committee
- The Barnum Museum Board of Directors
- Past President of Yale Youth Hockey Association

JONATHAN D. BERCHEM, ESQ.



EDUCATION

SYRACUSE UNIVERSITY COLLEGE OF LAW, Syracuse, N.Y., J.D. received 1995

FAIRFIELD UNIVERSITY, Fairfield, Connecticut. B.A. in Political Science received 1992.
Member of University Judicial Board (1990-1992)

BAR ADMISSIONS

Connecticut, U.S. District Court of Connecticut, Commonwealth of Pennsylvania and the U.S. Supreme Court

EMPLOYMENT EXPERIENCE

Berchem Moses P.C. 1995 to Present

City of Milford, Connecticut November 2011 to Present
City Attorney

PROFESSIONAL EXPERIENCE

- Senior Partner in the Litigation Department
- City Attorney for mid-sized Connecticut municipality responsible for managing all litigation claims, workers' compensation claims, collective bargaining and labor relations matters including negotiating collective bargaining agreements, presenting municipal interest arbitration cases, and defending grievance arbitration claims on behalf of management.

PROFESSIONAL COMMUNITY AFFILIATIONS

Member, American, Connecticut, New Haven County and Milford Bar Associations
Member, Chairmen, CIRMA Claims Advisory Committee 2016-
Member, Fairfield County Grievance Panel, 2015 -
Member, Connecticut Bar Examining Committee, Grader 2001-
Member, Chairman Board of Directors, United Way of Milford, Inc. 2005 – 2017
Member, Vice-Chairman Board of Managers, Milford/Orange YMCA 2005 – 2012
Member, Board of Directors, Cardinal Sheehan Center, Bridgeport, Connecticut 2011- 2016
Member, Fire Commission, City of Milford, 2008- 2011
Member, Board of Directors, Milford Rape Crisis Center 2016 -

AWARDS AND RECOGNITION

- Martindale-Hubbell AV Preeminent rated attorney
- Milford Chamber of Commerce, Public Sector Award, 2012
- Boy Scouts of America Good Scout Award 2017

DOUGLAS E. LOMONTE, ESQ.



EDUCATION

University of Connecticut School of Law, Hartford, Connecticut, 1991, Juris Doctor
Trinity College, Hartford, Connecticut, 1988, B.A., Major: History
University of New Haven, West Haven, Connecticut, 1999, M.S. (Taxation)

BAR ADMISSIONS

Connecticut, 1991
U.S. District Court District of Connecticut, 1991

PROFESSIONAL EXPERIENCE

Twenty five years of experience in counseling and representation of:

- Municipal elected officials on matters related to construction projects (RFPs, bidding and contracts, real estate (acquisition, sale and leasing), communications facilities (leases to cellular service companies) and employee benefits;
- Entrepreneurs, business owners and managers in general business matters;
- Private and public sector landlords in leasing matters;
- Commercial lenders;
- Private and public sector employers on tax and employee benefits issues; and
- Purchaser(s) and seller(s) of small businesses

PROFESSIONAL ASSOCIATIONS AND MEMBERSHIPS

American Bar Association
Connecticut Bar Association (Business Section)



NICHOLAS R. BAMONTE, ESQ.

BAR ADMISSIONS

- Connecticut, 2011
- U.S. District Court District of Connecticut, 2014

EDUCATION

- UNIVERSITY OF NEW HAMPSHIRE SCHOOL OF LAW, Concord, New Hampshire, J.D., 2011
 - Honors: Competitor and Team Coach at the Willem C. Vis International Commercial Arbitration Moot Court Competition (Vienna, Austria)
- MARIST COLLEGE, Poughkeepsie, N.Y., B.A. (Communications – Journalism), 2007
 - Paralegal Certificate
 - Honors: President's Scholarship

PROFESSIONAL EXPERIENCE AND RECOGNITION

- Partner, Berchem Moses PC – January of 2023 to present (Associate 2018-2022). Currently practices primarily in the areas of land use and municipal law.
- Town Attorney for Town of Woodbridge (2024 to present).
- Waterbury Deputy Corporation Counsel (2016-2018); Waterbury Staff Attorney (2013-2016). Joined Office of the Corporation Counsel for the City of Waterbury as a Staff Attorney, over the next five years advanced into the role of Assistant (Deputy) Corporation Counsel and managed a 20-plus person staff while handling substantial volume of municipal matters.
- Associate, Hunt Liebert Jacobson, P.C. (2012-2013). Hartford-based law firm representing the nation's largest financial institutions during the aftermath of the housing crisis.
- Principal, Bamonte Law (2011-2012). Barred in Connecticut in 2011 and immediately opened solo practice in hometown of Waterbury, CT; gained firsthand knowledge and experience in the local court system.
- Experience representing municipality in tax matters involving land use appeals; tax assessment appeals; tax foreclosures; direct collection actions; and tax assessment/abatement agreements.
- Additional municipal experience in local charter and ordinance interpretation; property acquisition and disposition; zoning, building and blight code enforcement; and cell towers, and affordable housing. Extensive experience in Freedom of Information compliance and defense, having attended dozens of hearings in contested cases over past 5 years.
- Provides legal advice and representation to various boards and commissions, including: the boards of aldermen and Town councils, boards of selectmen, boards of education, local planning commissions, zoning commissions, zoning boards of appeal, wetlands/conservation commissions, and other local committees.
- Recipient of the Connecticut Law Tribune's 2023 "New Leader in the Law," New England Legal Awards.

AFFILIATIONS

- Amity Club of New Haven, July 2023 to present
- Fairfield County Bar Association, Municipal Law Committee, July 2018 to present
- Connecticut Association of Municipal Attorneys (CAMA), April 2016 to present
- Connecticut Conference of Municipalities (CCM), April 2016 to present
- Connecticut Bar Association, Planning & Zoning Section, Executive Committee, November 2011 to present
- American Bar Association, November 2011 to present

COMMUNITY ACTIVITY

- Amity Club of New Haven, July 2023 to present
- Youth sports (raising four young boys)
- Boys Scouts of America

SEMINARS AND PUBLICATIONS

- Real Estate Valuation Basics and Property Tax Assessment Appeals (FCBA), April 2019
- Uniform Relocation Assistance Act (CCM), January 2017, June 2018
- City of Waterbury Procurement Process (Board of Ed./Board of Aldermen), June 2017
- How to “Better” Collect Taxes (CAMA), February 2016

RYAN P. DRISCOLL



PROFESSIONAL EXPERIENCE

Berchem Moses, P.C.

Milford, CT

Partner – Litigation Department

December 2007 – Present

- Manage and oversee all aspects of civil litigation involving business/commercial law, civil rights claims, municipal law, insurance defense, education law and worker's compensation defense in the State of Connecticut Superior and Appellate Courts, State of Connecticut Workers' Compensation Commission, Commission on Human Rights and Opportunities, United States District Court and Second Circuit Court of Appeals
- Represent institutional clients including various municipalities, insurance companies, third party administrators, private corporations/individuals and boards of education.
- Handle all aspects of matters up through and including trial, including client interaction, draft pleadings, draft discovery requests and responses, conduct and defend depositions of fact and expert witnesses, attend case management conferences and settlement conferences.
- Draft briefs and argue matters to the State of Connecticut Appellate Court and Second Circuit Court of Appeals. Draft briefs to Connecticut Supreme Court (oral argument was waived).

Essex County Prosecutor's Office

Newark, NJ

Assistant Prosecutor – Adult Trial Section

December 2004 – December 2007

- Assigned to the first vertical prosecution unit in Essex County handling the prosecution of felony criminal offenses from arrest to disposition including grand jury presentations, indictment, plea negotiation, trials and sentencing.
- Assigned to specialized unit handling cases involving firearms related offenses within the City of Newark known as the Gun Strategy Program.
- Tried fourteen jury trials, independently, involving various offenses including armed robbery, aggravated assault, weapons possession, drug distribution and domestic violence.
- Second chaired successful prosecution of multiple defendant homicide trial.

Superior Court of New Jersey, Family Division/Criminal Division, Union Vicinage

Law Clerk for the Honorable Joseph P. Donohue, J.S.C.

Elizabeth, NJ

September 2003 – August 2004

- Reviewed, briefed and made recommendations on all issues presented to Superior Court Judge involving his handling of criminal and family law matters before him.
- Observed daily court proceedings and interacted with various attorneys and parties appearing before the Court.

EDUCATION

Seton Hall University School of Law, Newark, NJ

Juris Doctor, May 2003

- Seton Hall Center for Justice Juvenile Justice Clinic; Federal Public Defender Externship; State of New Jersey Judiciary Internship

University of Connecticut, Storrs, CT

Bachelor of Arts, Political Science, May 2000

BAR ADMISSIONS

Admitted in Connecticut, New York, and New Jersey, as well as the District of Connecticut, Southern District of New York and United States Court of Appeals for the Second Circuit.

COMMUNITY INVOLVEMENT, RECOGNITION AND AWARDS

Monroe Little League- President (2019 to Present), Secretary (2017 to 2019)
Monroe Conservation Commission- Member and Treasurer (2016 to Present)
Milford Rape Crisis Center – Board Member (2023 to present)
The Connecticut Law Tribune's New Leaders in Law for 2015

SELECTED ACHIEVEMENTS

- *5 Limerick Oysters v. MCG Realty, LLC*- obtained judgment after multi-day trial involving breach of contract claims stemming from multi-million dollar purchase of land
- *Laviero v. City of Bristol, et al* - obtained judgment in favor of municipality on summary judgment, affirmed by 2nd Cir on appeal involving nuisance, trespass and takings claims
- *NEST Arts Factory v. Langdon and Batcheller*- obtained judgment for defendant client on virtually all counts of complaint and prevailed on counterclaim, currently on appeal
- *Doe v. Trumbull*- obtained summary judgment on behalf of defendant Board of Ed in Federal District Court which was partially upheld on appeal to 2d Cir

REBECCA GOLDBERG, ESQ.



EDUCATION

Duke University School of Law, J.D., 2011, Cum Laude
Brandeis University, B.A., 2006, Magna Cum Laude

BAR ADMISSIONS

Connecticut, 2011
U.S. District Court for the District of Connecticut, 2014

PROFESSIONAL EXPERIENCE

Berchem Moses PC, Milford CT, 2014 – present
Senior Counsel

- Handles labor and employment matters in state and federal courts and administrative agencies.
- Experienced in litigation, discovery, trial preparation and settlement strategies.
- Defends clients against discrimination charges; drafts substantive motions, position statements, releases, restrictive covenants and employee handbooks.
- Prepares seminars and webinars for management on various topics, including union avoidance, wage and hour law, and discrimination and harassment.
- Represents multiple boards of education in teacher termination proceedings.
- Advises small to large businesses with everyday human resources questions and concerns, providing clients with cost-effective ways to avoid litigation exposure.
- Provides training to employers on a variety of legal matters, including state-mandated sexual harassment training.

PROFESSIONAL ASSOCIATIONS AND MEMBERSHIPS

American Bar Association
Connecticut Bar Association (Labor and Employment Section)

RECENT SEMINARS

- Connecticut Labor and Employment Law: Hiring, Firing and Disciplining Employees (National Business Institute 2024)
- Employee Mental Health: Complying with State and Federal Laws (Connecticut Public Employer Labor Relations Association 2024)
- Adventures in FOIA: Case Studies for Managing Difficult Requests (Connecticut Council of Administrators of Special Education 2023)
- Title IX Grievance Process from Start to Finish (CABE/CAPSS Convention 2023)
- Sexual Harassment in the Workplace: A Program of Training and Prevention (Connecticut Conference of Municipalities 2023)

PUBLICATIONS

- Frequently publishes labor and employment articles in Connecticut Business & Industry Association newsletter and other publications
- Associate Editor, Employment Discrimination Law, BNA Books, 4th Edition, 2012
- Contributing Editor, The Developing Labor Law, BNA Books, 6th Edition

AWARDS AND RECOGNITION

- Connecticut and New England SuperLawyers Rising Star (annually since 2018)
- Milli Award – Westfair Communications – 2016
- Labor and Employment Law Award - Duke University School of Law
- Family Law Award - Duke University School of Law
- Dean's Scholar - Brandeis University

EILEEN LAVIGNE FLUG



EMPLOYMENT

2017 to present **Berchem Moses P.C.**

Senior Counsel

In-house Assistant Town Attorney for the Town of Westport, based in Westport Town Hall. Advises elected and appointed officials and Town employees on all aspects of municipal law.

2014 to 2017 **Cohen and Wolf, P.C.**

Of Counsel

General business attorney practicing in Business and Corporate Group.

2013 to 2017 **Soluxe Inc. and Solomon Energy Inc.**

Legal Counsel

Legal Counsel for commercial and residential energy supply, energy efficiency and alternative energy consulting and financing family of companies.

1992 to 2002 **Quaker Equities, Ltd., New York, New York**

General Counsel

Served as General Counsel for this Forbes Private 500 privately held holding company and its subsidiaries, which included an alcoholic and nonalcoholic beverage supplier (Chatham Imports, Inc.), alcoholic beverage distributors (Brescome Barton, Inc. and Peerless Importers, Inc.), a merchandising company, and real estate holding companies. Sole in-house counsel. Advised on a wide range of legal, business, product development and marketing matters, and managed outside counsel at major national and international firms.

1988 to 1992 **Arnold & Porter, Washington, D.C.**

Corporate Associate

Areas of practice included corporate, contracts, distributor/dealer appointment and termination, securities, banking and nonprofit corporations.

CIVIC ENGAGEMENT

2005 to 2017

Westport Representative Town Meeting

Moderator (2013 to 2017); Deputy Moderator (2010-2013) and Elected Representative (2005 to 2017)

Head of 36-member elected legislative body that approves annual budget and year-round appropriations, adopts ordinances, and decides appeals of certain land use and conservation decisions. Managed and appointed chairs and members to 15 standing committees and special committees as needed. Chair of Rules, Special Ethics, and Ordinance Committees.

EDUCATION

Pepperdine University School of Law

J.D., *Summa Cum Laude*, Valedictorian, 1988

Class Rank: 1/138

Editor-in-Chief, *Pepperdine Law Review*

University of Nevada, Las Vegas

B.S. Business Administration, With Distinction, 1985

Major: Public Accounting

Dean's Honor List; Phi Kappa Phi National Honor Society;

President, Student Accounting Association

BAR ADMISSIONS

Connecticut (2013-present); New York (1993-present; inactive); District of Columbia (1989-2009); California (1988-2009)

VOLUNTEER/PHILANTHROPY

- Rotarian (2009 to present). Member and board member of Westport Rotary Club (2021 to present). Member, board member, and Past President of Westport Sunrise Rotary (2009 to 2021)
- Social Impact Partners, Partner (2018 to present)
- Connecticut League of Conservation Voters, Board Member (2012 to 2017)

- Justice of the Peace (2012 to present)
- Friends of Westport Parks and Recreation, Board Member (2010 to 2017)
- Fairfield County Community Foundation, Member, Steering Committee on Job Growth (2012 to 2013)
- American Society of Botanical Artists, Board Member, Member of Executive Committee (1999 to 2000)
- Arbitrator for Small Claims Part of the Civil Court of the City of New York (1998 to 2000)

MATTHEW L. STUDER, ESQ.



BAR ADMISSIONS

- Connecticut, 2014

EDUCATION

- STONEHILL COLLEGE, North Easton, Massachusetts, B.A., History & Political Science, 2011
Honors: *Magna Cum Laude*, 2011 D'Agostino Award for Excellence in History
- UNIVERSITY OF CONNECTICUT SCHOOL OF LAW, Hartford, Connecticut, *Juris Doctor*, 2014
Certificate in Energy and Environmental Law
Notes & Comments Editor, Connecticut Insurance Law Journal

PROFESSIONAL EXPERIENCE

- Senior Associate, Berchem Moses PC (2014 to present)
- Practices in the areas of civil and commercial litigation, municipal law, land use and zoning, energy and environmental law and business services.
- Represents municipal clients in land use and zoning appeals and civil litigation. Advises municipal clients on a variety of litigation matters, including real estate and personal property tax assessment and tax assessment appeals, FOIA, tax collection, foreclosure and enforcement actions.
- Represents private clients in land use, zoning, administrative applications and appeals, general corporate transactions and civil litigation.
- Represents municipal, corporate and individual clients in all aspects of appeals to both the Connecticut Appellate and Supreme Court.

PROFESSIONAL AND COMMUNITY AFFILIATIONS

- City of Norwalk Zoning Hearing Officer – 2022- Present
- Member, Connecticut Bar Association
- Member, Connecticut Bar Association- Energy, Public Utility and Communications Law Section
- Member, Connecticut Bar Association- Environmental Law Section
- Member, American Bar Association
- Member, Milford, CT Bar Association
- Member, Fairfield County Bar Association

SEMINARS AND PUBLICATIONS

- “Tax Appeal Cases- Perspectives and Practice Tips from Town Attorney and Taxpayer’s Attorney,” Westport-Weston Chapter of the Connecticut Bar Association, February 22, 2018
- “The Law in Connecticut Regarding Municipal Tax Exemptions for Real Property,” Connecticut Association of Assessing Officers (“CAAO”) 2024 UConn CAAO Assessor Workshop, June 6, 2024.

ADDENDUM (PART II) – CLIENT RECOMMENDATION LETTERS



WESTPORT
CONNECTICUT

Jennifer S. Tooker, First Selectwoman

September 10, 2024

The Honorable Harry W. Rilling
Mayor, City of Norwalk
125 East Avenue
Norwalk, CT 06851

Dear Mayor Rilling,

As First Selectwoman for the Town of Westport, I am writing to recommend that the legal team of Berchem Moses, PC be retained by the City of Norwalk pursuant to your recent RFP.

Since 1998, through four administrations of both political parties, the Town of Westport has received outstanding legal advice and counsel from the attorneys at Berchem Moses. I have worked with the firm not only as First Selectwoman since 2021, but for many years before that in several elected positions I have held throughout that time. The relationship is one of understanding and trust. They are hardworking, extremely knowledgeable, and have the professional skills that we rely upon to serve Westport and its constituents with the highest business and ethical standards. I am sure that the same due diligence and experience will be afforded to the Norwalk community. Mario Coppola has been a key member of the Berchem Moses legal team, working with Ira Bloom and his group on tax assessment appeals, foreclosures, and other important projects. Mario's experience and knowledge have served Westport well.

Berchem Moses, PC is a full-service law firm. The range of responsibilities includes but is not limited to, litigation, union negotiations, contracts, tax assessment appeals, and land use matters. Additionally, the team serves as a trusted advisor on absolutely all legal matters that arise. They are a highly responsive firm that works diligently to protect and serve the town.

Based upon their performance as the Town Attorney for the Town of Westport, I am confident that Berchem Moses will do excellent work for Norwalk. Should you have any questions, or if I can provide additional insight, please feel free to contact me.

Sincerely,

Jennifer S. Tooker
First Selectwoman
Town of Westport

Town Hall • 110 Myrtle Avenue • Westport, CT 06880 • (203) 341-1111 • Fax (203) 341-1038
Email: selectwoman@westportct.gov • Website: www.westportct.gov

Lynne A Vanderslice
Former First Selectwoman, Town of Wilton
103 Middlebrook Farm Road
Wilton CT 06897
203-451-3030
lyvanderslice@yahoo.com

Hon. Mayor Harry Rilling
Norwalk City Hall
125 East Ave
Norwalk, CT 06851

Dear Harry,

I hope you are as well. As the former first selectwoman of Wilton, I am writing to strongly recommend Mario Coppola and his Berchem Moses team for the appointment as Corporation Counsel.

As you may recall, I served for eight years as First Selectwoman through November 2023. After taking office and following a thorough and competitive RFQ process, in December 2016 Ira Bloom of Berchem Moses was appointed Wilton's Town Counsel. He replaced an attorney from another large firm that had acted in the capacity for more than 20 years.

I engaged with and relied upon Ira and his team of Mario Coppola, Nick Bamonte, Doug Lamonte and Chris Hodgson on a regular basis. Whether on routine or complicated matters, they always provided outstanding legal guidance in a highly responsive manner. Unlike other attorneys I worked with during my first year, their number one focus was the law.

The team earned the full confidence of all elected and appointed board members and town employees throughout their engagement.

When I took office, Wilton had a number of outstanding lawsuits, numerous FOIA and blight problems and a general sloppiness in several areas. With the assistance of Berchem Moses over the last several years, Wilton has had very few lawsuits, almost no FOIA violations, minimal outstanding blight and processes are in place and buttoned down in all areas.

The following are some of the accomplishments of the Berchem Moses team over the last seven years:

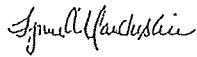
- Recommended and assisted with the implementation of a blight policy and procedures which led to the resolution of 13 long-outstanding blight issues.
- Proactive advising and annual training for land use boards, which contributed to the reduction in land use lawsuits.
- FOIA training for elected and appointed boards/commissions, which contributed to the reduction in FOIA complaints and virtually no violations.
- Successfully defended multiple appeals by a terminated police officer.
- Successfully defended against an Aquarion Application for a D.E.E.P. Water Diversion Permit.
- Successfully renegotiated a land lease for an existing cell tower which resulted in a significant increase in revenue to the town.
- Successfully negotiated the lease of town-owned property for a new cell tower.

- Successfully negotiated with three unions for a change to the State Partnership Plan for medical benefits.
- Successfully advised on Wilton's receipt of a legislative delay of the 2017 revaluation following the departure of the Assessor in November 2017.
- Advised on the discontinuance of a road and ordinance changes. All which were adopted by the Annual Town Meeting.
- Advised throughout COVID on a regular basis on a range of topics. Wilton was the first town in CT with a COVID positive resident and as a result was required to take measures and adopt policies in advance of the State's leadership.

In the fall of 2022, Wilton hired our first ever Town Administrator, Matt Knickerbocker. Matt had previously served as the first selectman in Bethel for 13 years. Last summer, when he had yet again learned something new from a member of the Berchem team, he said to me had he hired Berchem Moses while first selectmen he could have saved himself from a number of problems and headaches. I am confident you will find the same is true should you appoint Mario Coppola and his team.

Please contact me if I can answer any questions or provide additional information.

Sincerely,



Lynne A Vanderslice

Kevin J. Moynihan
330 Elm Street, #6
New Canaan, Connecticut 06840

To: The Honorable Harry Rilling, Mayor
Members of the City Council
City of Norwalk, Connecticut

Dear Gentlemen and Ladies,

I write to recommend Attorney Mario Coppola and the Berchem Moses Law Firm to serve as Corporation Counsel for the City of Norwalk.

I had the pleasure to work closely with Mario and more than a dozen Berchem Moses partners and associates over a period of six years from 2017 to 2023 when I served as First Selectman of the Town of New Canaan.

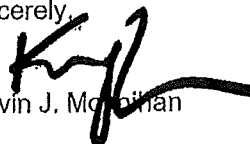
As a retired corporate attorney myself (having had a 35-year career as an in-house attorney/general counsel for Merrill Lynch and other investment banks and with the U.S. Securities and Exchange Commission), I was in a unique position to evaluate the legal services provided by Mario and several other Berchem Moses attorneys in the areas of municipal law, labor law, employment law, land use law, contract law and litigation.

Without reservation, I can recommend the Berchem Moses Law Firm and Mario Coppola to serve as Corporation Counsel for the City of Norwalk. The quality of the Berchem Moses attorneys, both partners and associates, is truly superb in my opinion.

In addition, Mario Coppola is one of the brightest, most creative, hard-working and client-oriented attorneys I have worked with in my career as a corporate attorney and as First Selectman of New Canaan. I say this having worked with hundreds of lawyers and dozens of law firms throughout the United States. Most importantly, Mario and his partners and associates were always a pleasure to work with.

Please feel free to contact me (at 203-331-2016 or by email at kevin.j.moynihan@gmail.com) if you wish to know more about my knowledge and experience working with Mario and other Berchem Moses attorneys.

Sincerely,



Kevin J. Moynihan

Vicki A. Tesoro
First Selectman



Office of the First Selectman
Town Hall
5866 Main Street
Trumbull, Connecticut 06611
203-452-5005

TOWN OF TRUMBULL CONNECTICUT

September 13, 2024

To: The Honorable Harry Rilling, Mayor
Members of the City Council
City of Norwalk, Connecticut

Dear Ladies and Gentlemen:

I write today to give my highest recommendation for Attorney Mario Coppola and the Berchem Moses Law Firm to serve as Corporation Counsel for the City of Norwalk.

Attorney Coppola and the Firm of Berchem Moses has represented the Town of Trumbull since 2009. They have rendered service in the practice areas of tax assessment appeals, land use, zoning, and labor and employment matters to name a few. Their work has been, in all matters, outstanding.

As First Selectman of Trumbull, I am aware of the importance Counsel has in the smooth and efficient running of government. Attorney Coppola and his firm have made a real difference to me and to the community of Trumbull.

Without reservation, I wholeheartedly recommend Mario Coppola and the Berchem Moses Firm to serve as Corporation Counsel for the City of Norwalk. Their work product is outstanding.

Also, Mario Coppola is bright, hard working and client oriented. His ethics are above reproach. Most important to me is that he is effective and gets results and does so in a manner that makes it a pleasure to associate with him. I have many choices in selection of attorneys to represent Trumbull. I choose Mario and his team and I have never regretted that decision.

If I can be of further assistance, please do not hesitate to reach me at the above phone number or vtesoro@trumbull-ct.gov. Thank you!

Sincerely,

A handwritten signature in cursive script that reads "Vicki A. Tesoro".

Vicki A. Tesoro
First Selectman



September 11, 2024
Honorable Mayor Henry
Rilling Norwalk City Council
125 East Avenue
Norwalk, CT 06851

RE: Letter of Recommendation for Berchem Moses and Mario Coppola (Corporation Counsel)

The Connecticut Metropolitan Council of Governments (MetroCOG) is pleased to submit this letter of recommendation for the Berchem Moses to perform legal services for the City of Norwalk and specifically for Mario Coppola to be retained as Corporation Counsel.

Berchem Moses was selected as MetroCOG's legal counsel through a competitive procurement process and unanimously approved by the MetroCOG Board in 2020. Over the last four years Berchem has excelled in providing prompt legal services for the agency. Mario Coppola and his legal associates have drafted professional service agreements, conducted contractual reviews, provided legal opinions on regional planning and zoning reviews, and drafted loan agreements for federally funded grant programs administered by MetroCOG.

Additionally, Berchem Moses has assisted MetroCOG with human resource and employment related matters. The diverse backgrounds amongst the lawyers at Berchem Moses allows them to provide a wide range of legal services without the need to bring in additional outside counsel.

MetroCOG has been very well served by the legal services of Berchem Moses and Mario Coppola and highly recommends their services for the City of Norwalk.

Please do not hesitate to contact me with any additional questions by email mfulda@ctmetro.org or by phone 203-366-5405.

Sincerely,

Matthew Fulda

Executive

Director

Bridgeport + Easton + Fairfield + Monroe + Stratford + Trumbull

1000 Connecticut Boulevard, Suite 200, Bridgeport, CT 06604 • 203.366.5405 • www.ctmetro.org

EXHIBIT 3



ATTORNEYS AT LAW

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THE CITY OF NORWALK
REQUEST FOR PROPOSALS FOR LEGAL SERVICES
RFP No. 4391

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ATTORNEYS AT LAW

Michael J. Rose
Robin B. Kallor*
Melinda A. Powell
Cindy M. Cieslak†
Megan L. Nielsen
Kimberly A. Winter

Paralegals:
Vicky D. Pilon

*Also admitted in New York and New Jersey

†Also admitted in New York and Massachusetts

September 18, 2024

VIA ELECTRONIC SUBMISSION

Purchasing Agent
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Re: RFP for On-Call Legal Services, No. 4391

To Whom it May Concern,

Thank you for the opportunity to present Rose Kallor, LLP's qualifications to provide on-call legal services to the City of Norwalk.

We believe that our proposal demonstrates our Firm's commitment to serving the public sector and the Firm's proficient experience and knowledge in providing legal services to governmental and quasi-governmental entities. The Firm is considered to lead its field in public sector law. We are innovative, progressive, and enthusiastic lawyers, advisors, litigators, and teachers. Our services are provided in a friendly, personalized, and hands-on approach to maximize our clients' understanding of the law and how to apply it to daily operations.

Rose Kallor, LLP, and in particular its partners, are recognized as some of the finest public sector attorneys and litigators in the State of Connecticut. Rose Kallor, LLP has proven its ability to provide quality, effective services for the public sector for over 17 years, since 2007. The public sector demands quality services at a reasonable rate. The Firm has been able to provide peer recognized legal services within the confines of a moderate fee structure, with successful results.

September 18, 2024
Page 2

We look forward to discussing how Rose Kallor, LLP can provide on-call legal services to the City of Norwalk, particularly in the areas of General Municipal Law, Procedure & Governance; Litigation; Labor & Employment Law; Administrative & Regulatory Law; Freedom of Information; Tax Assessment, Appeals & Collection; Land Use & Zoning, Civil Rights, Education Law, and Environmental Law.

Inquiries can be directed to me at (860) 361-7995 or ccieslak@rosekallor.com. I will be the primary attorney should our firm be awarded the contract.

Very truly yours,

Cindy M. Cieslak

Enclosures

CITY OF NORWALK
PURCHASING DEPARTMENT
PROPOSER'S INFORMATION AND ACKNOWLEDGMENT FORM

Rose Kallor, LLP
Proposer's Name

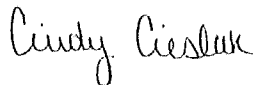
750 Main Street, Suite 309
Street Address

Hartford	CT	06103
City	State	Zip

Business Telephone: (860) 361-7999

Email Address: ccieslak@rosekallor.com
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Cindy M. Cieslak, Esq. - Partner
Printed Name and Title of Individual Submitting Proposal

The undersigned acknowledges that the terms, conditions and specifications of this RFP are understood and unconditionally accepted.	
 Signature	09/16/2024 Date

CITY OF NORWALK
PURCHASING DEPARTMENT

Exceptions: Note any vendor(s) responding to this proposal shall indicate any/all exceptions (if any) taken to language in this proposal. **BIDDERS MAY NOT TAKE EXCEPTION TO SUBSTANTIVE TERMS OF STANDARD CONTRACT FORMS PROVIDED IN THE RFP/RFQ/ITB.** Exceptions must be declared below in order to be considered by the City:

None. _____

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name - Rose Kallor, LLP		
Address - 750 Main Street, Suite 309, Hartford, CT 06103		
Phone - (860) 361-7999	Fax - (860) 270-0710	Email - ccieslak@rosekallor.com
Manager - Michael J. Rose, Esq.		Fed ID# 11-3805353

The undersigned hereby declares that they have carefully examined the scope of work, plans, specifications and project sites and has satisfied themselves as to all the quantities and conditions and understands that in signing this proposal they waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that they will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

A. PROPOSED FEES

ITEM	FREQUENCY	AMOUNT
Monthly Corporation Counsel Retainer	Per Month	\$ None
Hourly Rate Schedule for On-Call, As Needed Legal Service:		
Flat Partner Rate:	Per Hour	\$235
Flat Associate Rate:	Per Hour	\$185
Flat Paralegal Rate:	Per Hour	\$100
Monthly Soft Cost Fixed Expense Fee ²	Per Month	None
Direct Cost will be Reimbursed without mark-up ³		
² Soft costs are support-type services generally consider business overhead, e.g., - postage, clerical services, word processing, research services cost (e.g. lexis nexis, westlaw, etc...), software application costs, travel mileage.		
³ Direct cost of cost direct incurred in connection with the representation which are not soft cost, e.g., - court filing fees, deposition expenses, mediation fees, hearing transcript, medical records costs, expert witness fees, tile insurance premium, appraisal fees, fed-ex fees, etc..		

CITY OF NORWALK
PURCHASING DEPARTMENT

B. CERTIFICATION

Submitted By: Rose Kallor, LLP	Signature: <i>Cindy Cieslak</i>
Authorized Agent of Company (Name & Title): Cindy M. Cieslak, Esq., Partner	
Date: 09/16/2024	

C. The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

CITY OF NORWALK

PURCHASING DEPARTMENT

1.2 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1.	Number of years in business:	17.5	
2.	Number of personnel employed:	Part Time	Full Time
		1	6

3. List six contracts of this type/size your firm has completed within the last four years:			
Project	Date	Contact Person	Phone No.
CT State Employees Retirement Commission	4/15/2014 - present	Peter Adomeit, Esq., Chair	(860) 463-9300
Town of Rocky Hill	2015-present	Dana McGee, Esq., HR Dir.	(860) 258-2700
City of Middletown	2011-present	Brig Smith, Esq., Corp. Counsel	(860) 638-4820
City of Torrington	2020-present	Elinor Carbone, Mayor	(860) 489-2228
Town of New Milford	2020-present	Greg Bollaro, Personnel Dir.	(860) 355-6089
City of New London	2021-present	Brian Estep, Esq., City Attorney	(860) 447-3171

4. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK
N/A				

CITY OF NORWALK PURCHASING DEPARTMENT

5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)		general partnership		
		limited partnership		
		limited liability corporation		
	X	limited liability partnership		
		corporation doing business under a trade name		
		individual doing business under a trade name		
		other (specify)		
6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?		Yes	No
			X	
	Out-of -State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)		Yes	No
7. CT eLICENSE (https://www.elicense.ct.gov) / Business Registration (https://business.ct.gov/?language=en_US) : Rose Kallor, LLP Business ALEI: 0890668				
8. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service <u>if different from what has been indicated on the response form:</u>				
Business Name	N/A			
Address				
City, State & Zip				
Name of Agent				

CITY OF NORWALK PURCHASING DEPARTMENT

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening. A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

9. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

All information should be supported with appropriate audited financials

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this bid request.

10. Identify your businesses' supplier diversity classification and provide certification:

DIVERSITY CLASSIFICATION	CHECK ALL THAT APPLY
Women Business Enterprise (WBE)	
Minority Business Enterprise (MBE)	
Disadvantage Business Enterprise (DBE)	
Veteran-owned Small Business (VOSB)	
Small Business (SBE)	
Other (please explain)	

CITY OF NORWALK PURCHASING DEPARTMENT

1.3 CITY OF NORWALK VENDOR RECORDS

If you have not done business with the City of Norwalk as a vendor, your business information needs updating or your City of Norwalk vendor record has not been updated over three (3) years. Please complete and include the latest Internal Revenue Service (IRS) W-9 Form with your submission. Here is the URL to the IRS website:
<https://www.irs.gov/forms-pubs/about-form-w-9>

1.4 INSURANCE

Insurance Agency Name: Jewell Professional Insurance LLC	Tel: (860) 232-5800
Agency Address: 15A Pasco Drive, East Windsor, CT 06088	Email: brenda@jewellpro.com

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

City of Norwalk Vendor Questionnaire

IT Information Security

Rev 8.4.22

1. **Third-Party Contact Information** (please provide the POC for follow-up questions to this questionnaire):
Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

Cindy M. Cieslak Rose Kallor, LLP 750 Main Street, Suite 309 Hartford, CT 06103	(860) 361-7995 ccieslak@rosekallor.com
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2. **Description of Services/Products:** Please provide a detailed description of services/products your organization aims to provide to the City?

On Call Legal Services related to: General Municipal Law, Procedure & Governance; Litigation; Labor & Employment Law; Administrative and Regulatory Law; Freedom of Information; Tax Assessment, Appeals & Collection; Land Use & Zoning; Civil Rights; Education Law

3. **System and Equipment Access:** Will your organization use your own systems and equipment to perform the services, or will your organization need access to the City's systems, equipment and network? (Yes or No, If Yes, please explain)

YES ☐ NO ☒

We will use our own systems and equipment to perform the services.

4. **Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes proceed to 3.1)

a. What data is needed to provide the services/products to the City?

Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.

YES ☒ NO ☐

Depending on the legal matter, we may need names and personnel information, or other relevant information.

If your answers to Questions 3 and 4 are BOTH “NO”, thank you for completing the IT Information Security Questionnaire.

If one or both questions are “YES”, please complete the remaining questions.

5. **Office Locations:** How many office locations does your organization have? *Please include the locations of your organization.*

Two Office Locations:
750 Main Street, Suite 309, Hartford, CT 06103
60 East 42nd Street, Suite 4600, New York, NY 10165

6. **Data Center Locations:** How many data centers does your organization utilize to provide services/products to the City? *Please include the locations of the data centers utilized by your organization.*

One data center location - 750 Main Street, Suite 309, Hartford, CT 06103

7. **Business Entity:** What is your business entity type?
**Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*

Limited Liability Partnership

8. **How many employees and contingent workers do you have in your organization?**

1-10 ☒ 10-50 ☐ 50-100 ☐ 100-500 ☐ 500-1000 ☐ 1000 or more ☐

9. **Physical Access:** Does your organization need to be onsite or offsite to provide services/products to the City?

YES ☒ NO ☐

Work may be performed both offsite and onsite.

10. **Access to Data:** How is your organization accessing City data?

**Example: Is the data supposed to be sent to your organization via email or will the data need to be uploaded to an application?*

**Note: For third-parties that are providing an application to perform the services, please specify whether the application will be an internally hosted solution, cloud-based solution (i.e. SaaS, IaaS, PaaS), or a traditional web-based application (i.e. eBay, WebEx, online banking application)*

Primarily email or in-person. Our legal software also allows for secure file sharing.

11. **Data Storage:** Does your organization outsource data storage or does your organization utilize its own databases to store data? Does your organization store data outside of the United States?

YES ☐ NO ☒

We utilize our own data storage through legal software called LEAP. We do not store data outside of the United States.

12. **Segregation of Data:** Does your organization's database structure allow segregation of sensitive client data?

YES ☒ NO ☐

Each client has its own file or files, and these files can be locked/password protected.

13. **Independent Attestations:** Does your organization have independent attestations such as (i.e. ISO 27001, SSAE-18 SOC-1, SOC-2, PCI- DSS, ISO 9001)?

No.

14. Information Security

- a. Does your organization have written information security policies and procedures (WISP)?

YES ☒ NO ☐

- b. How often are the information security policies and procedures reviewed and updated?

As needed.

- c. Who in the organization is responsible for reviewing and updating the information security policies and procedures?

Robin B. Kallor, Esq. - Partner

- d. Does your organization have privacy policies and procedures?

YES ☐ NO ☒

Attorneys are governed by the rules of professional conduct, which contains rules regarding confidentiality and privilege.

- e. How often are the privacy policies and procedures updated?

Attorneys are governed by the rules of professional conduct, which contains rules regarding confidentiality and privilege.

- f. Who in the organization is responsible for reviewing and updating the privacy policies and procedures?

All attorneys.

- g. What methods of encryption are utilized for data at rest and in transit?

Email encryption is utilized. Access to LEAP (legal software) can only be gained by username and password. LEAP also allows for secure file sharing.

h. Are the encryption methods utilized FIPS 140-2 approved?

YES ☐ NO ☐

Unknown, but can be determined and utilized if necessary.

i. Does your organization utilize firewalls to filter incoming data and information from the internet into your company network?

YES ☒ NO ☐

I believe the answer is yes; however, we utilize a third party vendor for our IT needs and rely on them for industry standards.

j. Does your organization perform penetration testing at least once per year to determine if unauthorized access to the computer network and malicious activity is possible externally?

YES ☐ NO ☐

This answer is unknown as we utilize a third party vendor for our IT needs.

k. Does your organization perform vulnerability testing at least once per year in order to identify vulnerabilities within the internal network?

YES ☐ NO ☐

This answer is unknown as we utilize a third party vendor for our IT needs.

l. Does your organization perform background checks on employees and contingent workers prior to onboarding them? Describe the nature of these background checks (i.e., criminal, credit, international, etc.).

YES ☐ NO ☒

However, there are requirements to become a licensed attorney and ethical obligations that must be continually satisfied.

m. Does your organization utilize multi-factor authentication?

YES ☒ NO ☐

n. Does your organization utilize scan cards or biometric scans to grant employees and contingent workers access to the building and data centers where data is stored?

YES ☒ NO ☐

o. If offering a technology product, does the organization utilize software development life cycle (SDLC) or Agile to build and maintain technological product?

YES ☐ NO ☐

N/A

p. Does the technological product undergo information security testing and quality assurance testing prior to deployment?

YES ☐ NO ☐

N/A

q. Does the Vendor provide annual Cybersecurity Awareness training to their employee?

YES ☐ NO ☒

Formal trainings are not provided on an annual basis; however, our attorneys and staff are regularly counseled regarding cybersecurity awareness.

r. Does the Vendor provide annual phishing simulations for their employee?

YES ☐ NO ☒

However, regular Cybersecurity Awareness training, updates, and meetings are conducted.

s. Have users been educated on how to report suspected security violations or vulnerabilities?

YES ☒ NO ☐

t. Does the Vendor have an employee identified as the Chief Information Security Officer?

YES ☐ NO ☒

However, we use a third party vendor for our IT needs.

u. Are all the Vendor laptops encrypted?

YES ☐ NO ☒

However, we use a VPN to access our network from a laptop, and our legal software is cloud based.

v. Are all Vendor computers (workstations, notebooks) required to join the Company's domain and receive Group Policies?

YES ☒ NO ☐

w. Does the Vendor meet the NIST 800-63 password guidelines?

YES ☐ NO ☐

This answer is unknown; however, the third party vendor we use for IT needs does have requirements for our passwords.

15. Risk Management

- a. Does your organization have an enterprise risk management framework implemented at your organization?

YES ☐ NO ☒

- b. Does your organization have documented enterprise risk management policies and procedures?

YES ☐ NO ☒

- c. Who in the organization is responsible for reviewing the enterprise risk management policies and procedures?

Michael J. Rose, Esq. - Managing Partner

- d. Does your organization utilize an outside third-party to provide services/products to the client?

YES ☒ NO ☐

Such as court reporting/transcript services; mediators; expert witnesses.

- e. Does your organization have a third-party risk management program (TPRM)?

YES ☐ NO ☒

f. Does your organization include right-to audit clauses in contracts with third parties?

YES ☒ NO ☐

g. Does your organization have a certificate of insurance (COI)? *Please attach a copy of your COI.*

YES ☒ NO ☐

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ☐ NO ☒

In progress.

b. How often is the business continuity plan updated?

N/A

c. Does your organization conduct business continuity tests once per year?

YES ☐ NO ☒

d. Does your organization have a disaster recovery plan?

YES ☐ NO ☒

However, our third party IT vendor is able to recover data.

e. How often is the disaster recovery plan updated?

N/A

f. Does your organization conduct disaster recovery tests once per year?

YES ☐ NO ☒

g. Does your organization have business continuity and/or disaster recovery sites?

YES ☐ NO ☒

h. Are the business continuity/disaster recovery sites located in the United States or outside the United States? *Please include the locations of business continuity/disaster recovery sites?*

YES ☐ NO ☐

N/A



ATTORNEYS AT LAW

DETAILED DESCRIPTION OF QUALIFICATIONS

Firm Contact and Authority to Contract

Cindy M. Cieslak, Esq.
Partner
Rose Kallor, LLP
750 Main Street, Suite 309
Hartford, CT 06103
(860) 361-7995
ccieslak@rosekallor.com

Attorney Cieslak will be the primary attorney and point of contact should the Firm be awarded the contract. Attorney Cieslak can satisfy the minimum weekly average and fluctuating time commitments of the Corporation Counsel position.

Other attorneys in the firm may assist when necessary due to both availability and expertise. The Firm will utilize the appropriate combination of skilled attorneys and non-attorney support staff at the appropriate levels for a matter in the most cost-effective manner. Accordingly, we attach all attorney biographies for review of overall capabilities, qualifications, academic training/degrees, areas of expertise and governmental experience of each attorney.

Attorney Cieslak is authorized to execute a contract for the Firm in connection with this RFP should the firm be awarded the contract. The Firm agrees to maintain the insurance coverage provisions identified in the RFP.

We have another office located at 60 East 42nd Street, Suite 4600, New York, New York 10165.

Rose Kallor, LLP has been in business for over 17 years, since 2007.

Firm Overview & Approach to Performing Legal Services

Rose Kallor, LLP strives to provide the best and most advanced legal services to our clients. The Firm is considered to lead its field in public sector law. We are innovative, progressive, and enthusiastic lawyers, counselors, litigators, and teachers. Our services are provided in a friendly, personalized, and hands-on approach to maximize our clients' understanding of the law and how to apply it to daily operations.

Rose Kallor, LLP, and in particular its partners, are recognized as some of the finest public sector employment attorneys in the State of Connecticut. Our firm was recognized in the U.S. News/Best Law Firms® 2024 edition and awarded a Hartford Metro/Tier 1 designation in the

category of Employment Law - Management. The Firm was also awarded Hartford Metro/Tier 2 designations in Litigation – Labor and in Employment and Labor Law – Management. All of our attorneys have been recognized by the Connecticut Super Lawyers® or Rising Stars lists.

Moreover, the Firm has proven its ability to provide quality, effective services for the public sector. The public sector demands quality services at a reasonable rate. The Firm has been able to provide peer recognized legal services within the confines of a moderate fee structure, with successful results.

Our philosophy is simple: we are committed to public service and representing those who engage in this vocation. We are experienced in working with governments and recognize the divergent interests that make up the political process. We are cognizant of fiscal restraints and the special responsibility a private law firm holds when representing the public trust.

Rose Kallor, LLP was founded upon the idea of providing the best and highest quality public sector legal services at an affordable cost. While every matter will be supervised by Attorney Cieslak, for ad hoc services, effort will be made to reduce costs by delegating certain tasks to other attorneys or paralegals whenever feasible and necessitated by experience, expertise, knowledge, and availability. The Firm will exercise care to avoid overstaffing a Matter and will utilize the appropriate combination of skilled attorneys and non-attorney support staff at the appropriate levels for a matter in the most cost-effective manner. Accordingly, we attach all attorney biographies for review of overall capabilities, qualifications, academic training/degrees, areas of expertise and governmental experience of each attorney. Clerical support is provided without any cost.

Firm History, Office Locations, and Staff

Rose Kallor, LLP is currently comprised of six (6) attorneys and one (1) paralegal. Our principal place of business is 750 Main Street, Suite 309, Hartford, CT 06103, and we also have an office in New York. Our attorneys are members of the Connecticut bar and licensed to practice law in all courts of Connecticut, and we also have attorneys licensed to practice law in Massachusetts, New York, and New Jersey. We have been in business for over 17 years, since 2007. All of our attorneys are in good standing and have not been grieved.

Rose Kallor, LLP was formed by Michael J. Rose and Robin B. Kallor in 2007 with a strong and powerful legal team behind them. The firm is currently composed of Managing Partner Michael J. Rose, Partners Robin B. Kallor and Cindy M. Cieslak, Melinda A. Powell serving of counsel, and Associates Megan Nielsen and Kimberly Winter. Attorneys Rose, Kallor, and Cieslak are training in Title IX investigations and litigation.

Attorney Cieslak has practiced for over twelve (12) years with a focus on public sector administrative law and labor & employment law, in both state and federal courts, as well as administrative agencies, including claims of discrimination, wage and hour violations, contract disputes, pension claims, free speech retaliation, whistleblower retaliation, and other civil rights violations. Attorney Cieslak regularly counsels public sector clients on matters related to general municipal law, procedure and governance, litigation, labor and employment law, administrative and regulatory law, freedom of information, civil rights, land use/zoning, tax assessment and

appeals, and education law. Attorney Cieslak is experienced in conducting independent workplace and Title IX investigations, including sexual harassment investigations, and she provides advice to employers regarding compliance with labor and employment laws, including government contractor compliance and affirmative action plans. Finally, Attorney Cieslak regularly provides employment law training to public sector employers. Attorney Cieslak is familiar with tax law and has a certificate in tax law. Attorney Cieslak has been recognized by Best Lawyers: Ones to Watch since its inaugural edition, and she has been selected to the Connecticut Rising Stars List by Super Lawyers Magazine since 2015. Additionally, in 2019, Attorney Cieslak was also awarded a Professional Excellence Award as New Leader in the Law by the Connecticut Law Tribune. In 2024, Ms. Cieslak received the American Bar Association's On The Rise - Top 40 Young Lawyers Award, a national recognition for exemplifying a broad range of high achievement, innovation, vision, leadership, and legal and community service. She also has an "AV Preeminent" rating by Martindale-Hubbell, having been recognized by her peers for having very high ethical standards and the highest level of professional excellence.

Attorney Rose has worked for nearly thirty (30) years providing legal services to public sector clients. The primary focus of his practice is on public sector employer litigation, but his practice has spanned the field of civil rights and municipal law. Attorney Rose is widely recognized as one of Connecticut's leading litigators in his representation of governments, government officials, police departments, and private businesses both large and small. He has tried over forty cases to verdict in the areas of municipal liability, employment law, and civil rights.

Melinda A. Powell has over 20 years of experience in a wide variety of complex public sector matters, including civil rights, First Amendment Retaliation, the Americans with Disabilities Act, the Freedom of Information Act, municipal contract disputes, environmental and land use matters, including zoning appeals, landlord/tenant matters, assessment and collection matters, pension board matters, roads and rights of way, and injuries on municipal property.

Attorney Kallor has an equal amount of experience, representing employers on a broad range of labor and employment matters involving discrimination, retaliation, wage and hour issues, breach of contract, hiring processes, employee discipline, workplace policies, and any other matter that pertains to the employer-employee relationship in both the unionized and non-union settings. Additionally, a significant portion of Attorney Kallor's practice is devoted to her role as a neutral, through her role as an independent workplace investigator and as a mediator. Attorney Kallor provides workplace training to clients and through continuing legal education programs and is a frequent speaker on emerging labor and employment law issues. She also mediates discrimination cases for the Office of Public Hearing at the Connecticut Commission on Human Rights and Opportunities. Attorney Kallor was selected as 2025 Employment Law-Management, and Litigation-Labor and Employment "Lawyer of the Year" in the Hartford area, and in 2020, Lawyer of the Year, in Labor Law-Management, in the Hartford area. Only a single lawyer in each specialty in each community is being honored as the "Lawyer of the Year." She has also been recognized on the Top 50: Connecticut Super Lawyers list and the 2023 Connecticut Super Lawyers: Top 25 Women list.

Megan Nielsen (joined firm in 2021) and Kimberly Winter (joined firm in 2022) round out the legal talent at Rose Kallor, LLP with experience in municipal defense, business litigation, and

land use law. Our attorneys have been recognized by Best Lawyers® and Connecticut Super Lawyers and/or Rising Stars lists, and they are Martindale Hubbell AV Preeminent® rated.

Qualifications, Areas of Practice, and Professional Experience

We have successfully litigated and mediated hundreds of complex cases and administrative proceedings, arbitrated numerous labor matters related to public sector employment, including interest arbitration, conducted several independent investigations, including sexual harassment investigations, and provided trainings and counseled public sector clients on a wide range of municipal law, contract, human resources, and labor relations issues. The Firm has represented executive level public officials and department heads of nearly every type of municipal department, including police departments, fire departments, school boards, public works, water and sewer departments, zoning and wetland departments, and building departments. Subjects of past representation include, but are not limited to:

- Investigations of employee wrongdoing, discrimination investigations, harassment investigations, hostile work environment investigations, retaliation investigations, wage and hour investigations;
- Title VI and Title IX investigations;
- Litigation and administrative hearings before the Connecticut Commission on Human Rights and Opportunities (CHRO) and the Equal Employment Opportunity Commission (EEOC) involving civil rights statutes, including Title VII of the Civil Rights Act (Title VII), the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), § 504 of the Rehabilitation Act (Rehab Act) and the Connecticut Fair Employment Practices Act (CFEPA);
- Constitutional claims arising under the Procedural and Substantive Due Process and Equal Protection Clauses of the Fourteenth Amendment and the First Amendment's protection of free speech, invasion of privacy, as well as Qualified Immunity and other immunities from suit;
- Connecticut and Federal Family and Medical Leave Acts (FMLA) and CT Paid/Sick Leave laws, Connecticut Workers' Compensation Act, Occupational Safety and Health Act (OSHA), unemployment compensation, federal and state wage and hour laws, and Connecticut's whistleblower statutes;
- Collective Bargaining Agreement negotiations, contract interpretation, arbitration of grievances, contract/labor negotiations with unions, interest arbitration, teacher termination proceedings, municipal prohibited practice proceedings and unfair labor practice proceedings;
- Review, negotiate, and draft employment and other contracts, and litigate breach of contracts claims;

- Drafting and updating of workplace policies;
- A wide variety of tort claims, including wrongful termination, constructive discharge, negligence, negligent and intentional infliction of emotional distress, negligent misrepresentation, invasion of privacy and defamation, and personal injury matters;
- Interpretation of statutes, regulations, ordinances, and contracts; drafting of rules and regulations; and review of legislative histories;
- Administrative Appeals, including zoning appeals and others arising under the Uniform Administrative Procedures Act, in Connecticut Superior Court;
- Compliance with the Freedom of Information Act, including attendance at public meetings, resolutions, and open/executive session meeting requirements, as well as appearances before the Freedom of Information Commission;
- Public Safety matters, including operations, liability issues, and police department matters;
- Municipal contract matters;
- Pension plan matters and appeals, including administrative appeals;
- Property matters, including review of deeds, easements and matters involving roads and rights of way, as well as zoning matters and other planning department legal matters; and
- Tax/assessment matters and appeals.

The following are some of the firm's representative cases. This is not an exhaustive list, but merely provides a sample of the type of matters handled with success.

- Condon, et al. v. Town of Brookfield, et al., No. 3:23-cv-00695 (VDO), 2024 U.S. Dist. LEXIS 149156 (D. Conn. August 20, 2024). Dismissal of claims against Town, Town officials, Board of Education brought in lawsuit alleging that they failed to investigate a complaint that photographs of nude and semi-nude underage women were shared on social media.
- Castagna v. Sansom, No. 3:21-cv-1663 (JAM), 2024 U.S. Dist. LEXIS 9114 (D. Conn. January 18, 2024). Summary judgment granted to Town and Town officials on terminated police officer's claims of First Amendment retaliation, Fourteenth Amendment equal protection claim, and municipal liability.

- City of Torrington v. Council 4, AFSCME, AFL-CIO Local 442, No. LLI-CV-23-6032984-S, 2023 Conn. Super. LEXIS 1892 (Conn. Super. Ct. July 18, 2023). In connection with a terminated police officer, City's application to vacate arbitration award granted.
- Cooling v. City of Torrington, 221 Conn. App. 567 (2023). Summary judgment for City, affirmed on appeal, in case where police officer claimed disability discrimination and hostile work environment.
- Zimberlin v. Office of State Comptroller, Nos. 2021-0045 and 2022-0220. FOIC found no violation of Freedom of Information Act, when public agency withheld certain documents from disclosure based upon attorney-client privilege exemption.
- Zimnoch v. Wilton, 3:19-cv-1883 (VLB), 2022 U.S. Dist. LEXIS 176876 (D. Conn. September 28, 2022). Summary judgment granted to Town in its entirety as to police detective's claims of sex discrimination and retaliation.
- Vasel v. Rocky Hill and Michael Garrahy, 3:19-cv-1241 (JAM), 2022 U.S. Dist. LEXIS 18636 (D. Conn. February 2, 2022). Summary judgment granted to Town and Fire Chief in its entirety as to firefighter's claim of failure to accommodate and retaliation under the ADA and First Amendment retaliation.
- Crandle v. Conn. State Employees Retirement Comm'n, 342 Conn. 67 (2022). Administrative appeal, affirmed on appeal, regarding Retirement Commission's definition of effective retirement date.
- Grzeszczyk v. State Employees Retirement Comm'n, 209 Conn. App. 313 (2021). Administrative appeal, affirmed on appeal, regarding beneficiary designation.
- Alvarez v. City of Middletown, 192 Conn. App. 606 (2019). Summary judgment for City, affirmed on appeal, in case where police officer claimed that his termination was motivated by race and national origin.
- Gary Soracchi v. State Employees Retirement Comm'n, No. HHBCV186042300S, 2019 Conn. Super. LEXIS 158 (Conn. Super. Ct. Jan. 23, 2019). Plaintiff sought to purchase retirement credit for his prior service to Florida. The Commission issued a declaratory ruling denying the request on the basis that Florida did not make "similar provision" for former Connecticut employees. The Superior Court affirmed the Commission's declaratory ruling and found that the Commission correctly interpreted the statute, and its application was supported by the underlying record.
- Spiotti v. Town of Wolcott, No. UWYCV126016564S, 2018 Conn. Super. LEXIS 3591 (Conn. Super. Ct. October 22, 2018). Jury verdict for Town on police officer's claims of retaliation and violation of her free speech rights.

- Walenski v. State Employees Retirement Comm’n, 185 Conn. App. 457, cert. denied, 330 Conn. 951 (2018). Connecticut Appellate Court held that plaintiff who had failed to obtain a declaratory ruling from the Commission had not exhausted her administrative remedies, and therefore, the court was without subject matter jurisdiction.
- Bouchard et al. v. State Employees Retirement Comm’n, 327 Conn. 345 (2018). Plaintiffs brought claims to obtain benefits from the Longley decision. Supreme Court issued a decision to enter judgment for the Commission on the basis that the plaintiff’s claims were barred by the applicable six-year limitations period.
- McMahon v. City of Middletown, 181 Conn. App. 68 (2018). Defense verdict affirmed by Connecticut Appellate Court regarding former Police Chief’s claim of breach of contract when he was terminated following an independent investigation that found that he had been untruthful.
- Maturo v. State Employees Retirement Comm’n, 326 Conn. 160 (2017). Connecticut Supreme Court upheld Commission’s interpretation of the CMERS reemployment statute, Conn. Gen. Stat. § 7-438(b). Accordingly, plaintiff, a retired firefighter receiving disability benefits, could not receive his benefits while he was re-employed by the Town of East Haven as mayor, because his employment was for 20 or more hours per week and exceeded 90 working days.
- Krawiec v. State Employees Retirement Comm’n, No. HHBCV166035322S, 2017 Conn. Super. LEXIS 344 (Conn. Super. Ct. Feb. 17, 2017). Plaintiff brought an administrative appeal to challenge the Commission’s decision to deny her service-connected disability claim. The Commission moved to dismiss on the basis that the administrative appeal was neither timely in terms of the date of service nor the date of filing. The Superior Court granted the motion on the basis that service was not made within the time required by statute.
- Comm’n on Human Rights & Opportunities v. Echo Hose Ambulance et. al., 322 Conn. 154 (2016). Successfully defended City of Shelton, who rented space to private ambulance company in case where volunteer EMT claimed race discrimination. Obtained dismissal of action on novel issue of law regarding when a volunteer is an employee under state anti-discrimination statutes, and court found that volunteer was not an employee if she did not receive remuneration.
- Goncalves v. Town of Farmington, CHRO No. 1510234, (June 28, 2016). Obtained administrative dismissal of complainant’s gender discrimination claim.
- Cruz-Aponte v. State Employees Retirement Comm’n, No. HHBCV156030908S, 2016 Conn. Super. LEXIS 30 (Conn. Super. Ct. Jan. 4, 2016). Connecticut Superior Court upheld Commission’s interpretation and application of the CMERS reemployment statute, Conn. Gen. Stat. § 7-438(b).

- Buck v. Town of Berlin, 163 Conn. App. 282 (2016), cert. denied, 321 Conn. 922 (2016). Summary judgment granted to Town on the basis of res judicata on property owners' inverse condemnation claim.
- Vanghele v. Town of Fairfield, 156 Conn. App. 714 (2015). Judgment obtained for the Town of Fairfield to uphold the decision of the Fairfield Police and Firemen's Retirement Board denying plaintiff's application for a service-connected disability retirement benefit. The Retirement Board could review medical and non-medical evidence as it related to disability, all of which the Board was free to accept or reject. The Appellate Court found that the Retirement Board did not abuse its discretion and that the decision was reasonably supported by the evidence.
- Sampieri v. State Employees Retirement Comm'n, No. HHBCV146024554S, 2015 Conn. Super. LEXIS 1353 (Conn. Super. Ct. May 21, 2015). Plaintiff sought to transfer from Tier II to Tier I of the State Employees Retirement System. The Commission denied plaintiff's request, and plaintiff filed an administrative appeal challenging the decision. The Plaintiff argued, *inter alia*, that Tier II was not properly codified, and Commission counsel conducted extensive research to establish that it was. The Superior Court remanded the matter back to the Commission, stating that "[m]any of the Petitioner's claims – such as whether there was a transmittal of the agreement to the legislature and whether the agreement was properly signed or certified – depend on the nature and wording of the agreement." The Court remanded the matter to the Commission so that the Petitioner can have an opportunity to present her claims concerning the agreement to the Commission. The Commission issued a declaratory ruling upon remand, and the Plaintiff did not further challenge the Commission's declaratory ruling.
- Musco Propane, LLP v. Town of Wolcott Planning & Zoning Comm'n, 536 F. App'x 35, 37 (2d Cir. 2013). Summary judgment for the Town PZC, affirmed by the Second Circuit Court of Appeals, on plaintiff's claims of violation of its rights under the First Amendment and the Equal Protection and Due Process Clauses of the Fourteenth Amendment regarding the Town's denial of certain zoning permits and issued Musco a Cease and Desist Order requiring it to halt its wholesaling of propane.
- Looney v. Black, 702 F.3d 701 (2d Cir. 2012). The Second Circuit granted qualified immunity to Town Selectmen, holding that there was no constitutionally protected speech for town employee who made public comments related to his public sector job. Court also concluded that despite numerous years of employment as a full-time building official, Plaintiff had no constitutionally protected property interest in his "full-time" position that prohibited reduction in work hours.
- Berg v. Town of Mansfield, No. TTDCV126004421, 2012 Conn. Super. LEXIS 2345, 2012 WL 4801510 (Conn. Super. Ct. Sept. 18, 2012). The Connecticut Superior Court held that the town was entitled to a dismissal of a former municipal employee's claim regarding an alleged loss of retirement benefits because the employee did not first submit his claim to the Connecticut State Employees Retirement Commission, in accordance with

Conn. Gen. Stat. §5-155a(j), thereby failing to exhaust his administrative remedies.

- Ferrucci III v. Town of Middlebury, et al., 131 Conn. App. 289 (2011). Connecticut Appellate court upheld judgment in favor of the town and individual defendants against Plaintiff who sought damages because he had not been paid normal retirement benefits when he retired from the police department at the age of 38 with 14 years of credited service once he reached the age of 55. The court concluded that the town was not liable for breach of contract because the Plaintiff did not qualify for normal retirement benefits, under a governing collective bargaining agreement, as he had not attained his normal retirement date before he retired.
- Modzelewski v. City of Danbury, No. 3:10-CV-390(MRK), 2011 U.S. Dist. LEXIS 156054 (D. Conn. September 27, 2011). Summary judgment granted on civil rights claim brought by towing company for removal from towing list and non-renewal of city contract.
- Singhaviroj v. Fairfield Board of Educ., FBT-CV-05-4007480-S, Bridgeport Superior Court (August 5, 2011). Defense verdict after jury trial on employee's defamation claims after termination from employment.
- Belanger v. Blum, 628 F.Supp.2d 260 (D. Conn. 2009), reconsideration denied, No. 3:08-CV-584VLB, 2010 U.S. Dist. LEXIS 31620, 2010 WL 1286857 (D. Conn. Mar. 30, 2010). Retired state employees claimed members of the State Employees Retirement Commission denied them due process when they refused to increase their pension benefits. Claim dismissed because the Defendants were entitled to qualified immunity and the complaint failed to state a claim for a due process violation.
- Padula v. Weston Board of Educ., No. CV064014462S, 2009 Conn. Super. LEXIS 1557 (Conn. Super. Ct. June 9, 2009). Summary judgment granted to the Board based on the Fennell Doctrine on plaintiff's breach of implied contract to provide him with retirement benefits after he was terminated for threatening the Superintendent of Schools.
- Vollemans v. Town of Wallingford, 289 Conn. 57 (2008). As a matter of first impression, affirming Connecticut Appellate Court's holding (103 Conn. App. 188 (2007)) that the statute of limitations set out in Conn. Gen. Stat. §46a-82(f) for filing a claim of discrimination under the CFEPA begins to run on the date an employee is terminated, not on the date the employee is first notified of the termination, thereby rejecting the federal law of Ricks as controlling in Connecticut.
- Flaherty v. Borough of Naugatuck, No. CV CV054004400S, 2007 Conn. Super. LEXIS 2635 (Conn. Super. Ct. October 9, 2007). Judgment in favor of Defendants, Borough of Naugatuck Firemen's Pension Plan and Borough of Naugatuck, on all counts filed by former Fire Chief asserting breach of contract, unjust enrichment, and detrimental reliance.
- O'Connor v. Pierson, 426 F.3d 187 (2d Cir. 2005). This is the leading Second Circuit case on rights of public sector employers to obtain psychiatric information from potentially dangerous employees.

Rose Kallor, LLP has provided legal services to many government entities since 2007. Additionally, we have been appointed as legal counsel for many of Connecticut's municipalities by various insurance companies that insure municipalities under an employment practices liability insurance policy or other insurance policy. This list provides a representative sample of municipalities we have served in various capacities.

- Avon Board of Education
- City of Bristol
- Town of Brookfield
- Brookfield Board of Education
- Cromwell Fire District
- Town of East Hampton
- Town of East Hartford
- Eighth Utilities District
- Town of Fairfield
- Fairfield Board of Education
- Town of Farmington
- City of Hartford
- Town of Madison
- City of Meriden
- Meriden Board of Education
- City of Middletown
- City of New Haven
- City of New London
- Town of New Milford
- Town of Newtown
- Town of Old Saybrook
- Town of Redding
- Regional School District No. 10
- Town of Rocky Hill
- Town of Salem
- Seymour Board of Education
- Town of Simsbury
- State Employees Retirement Commission
- City of Torrington
- Town of Vernon
- Town of Wilton
- Town of Wolcott

Furthermore, the Firm serves as General Counsel to the Connecticut State Employees Retirement Commission and the Medical Examining Board. Attorneys Cieslak and Rose provide advice, opinion letters, and counseling relating to the State Employees Retirement System (SERS), the Connecticut Municipal Employees Retirement System (CMERS), and other state retirement and pension plans administered by the Commission pursuant to Conn. Gen. Stat. § 5-155a. They investigate claims before the Commission, prepare agency-issued declaratory rulings as directed by the Commission, draft rules and regulations adopted by the Commission; and represent the Commission in its litigation matters, including administrative appeals before the Connecticut courts, as well as administrative hearings before the Freedom of Information Commission and the Commission on Human Rights and Opportunities.

Finally, Rose Kallor has conducted numerous independent investigations relating to personnel matters for public sector employers, such as the Cromwell Fire District, the City of Hartford, the City of Bristol, the City of Middletown, the City of New London, the Town of Fairfield, the Town of Rocky Hill, the Town of New Canaan, the New Milford Board of Education, Regional School District No. 10, the Town of Salem, and Salem Public Schools. We have also conducted workplace investigations for a charter school and a private university in Connecticut.

Our philosophy is simple: we are committed to public service and representing those who engage in this vocation. We are experienced in working with governments and quasi-government agencies and recognize the divergent interests that make up the political process. We are cognizant

of fiscal restraints and the special responsibility a private law firm holds when representing the public trust.

In sum, Rose Kallor, LLP is qualified to provide on-call legal services to the City of Norwalk.

Rates/Staffing

<i>Partners/Of Counsel:</i>	<i>\$235 per hour</i>
<i>Associates:</i>	<i>\$185 per hour</i>
<i>Paralegals:</i>	<i>\$100 per hour</i>

Rose Kallor, LLP proposes that legal services be supplied on an hourly basis, billed in tenths of an hour. The proposed rates are comparable to our work for other public sector entities, and they represent a 28% discount from our commercial rate for partners/of counsel and a 26% discount from our commercial rate for associates.

Two (2) complementary hour-long trainings/seminars will be provided annually.

Rose Kallor, LLP was founded upon the idea of providing the best and highest quality public sector legal services at an affordable cost. Effort is made to reduce costs by delegating certain tasks to associates or paralegals whenever feasible. Associates and paralegals work with strict oversight, direction and supervision by the partner on the case. Clerical support is provided without any cost.

Whenever possible, legal matters presented to Rose Kallor will be dealt with by Attorney Cieslak, who is extremely responsive and will be available to the Common Council and City staff. Effort is made to assign the attorney with the most expertise in the area addressed by the matter presented. Additionally, the attorneys at Rose Kallor believe that collaboration with their colleagues within the Firm on especially complex matters provides their clients with the best and most comprehensive legal advice; therefore, on occasion, bills may reflect that more than one attorney has worked on a single matter. However, every effort is made to avoid duplication of effort, and the firm's extensive prior legal experience fosters efficiency since attorneys do not need to "reinvent the wheel" when they already have the knowledge related to a legal issue presented.

Rose Kallor uses LexisNexis as our legal research providers. We have access to almost all databases, and, therefore, except in exceptional circumstances under which you will be consulted prior to the research being completed, you will not be charged any extra charge for legal research, except for the time it takes to conduct it.

Bills are generated on a monthly basis and can be provided through electronic billing systems if requested. At the conclusion of each month, you will receive an itemized bill, including the name of the attorney who worked on the matter, the date worked on the matter, a general description of the service provided, the amount of time (billed in tenths of an hour) spent on the matter, out of pocket expenses (if any), and a calculation of the charges as they relate to each service. Such additional expenses may include reproduction & scanning when an outside vendor is necessary, subpoena service expenses, deposition/reporting services expenses, expert witness

costs, and travel expenses, if necessary and where applicable. We are always available for consultation if there is any question on services billed or a bill in general.

References

Dana McGee

Director of Human Resources & Legal Compliance
Rocky Hill Town Hall
761 Old Main Street
Rocky Hill, CT 06067
(860) 258-2700
dmcgee@rockyhillct.gov

-Since 2015, we have provided the following services: Representation for labor/employment law and civil rights litigation, including free speech retaliation, disability discrimination, public accommodations, etc.; Representation for grievance and labor matters, including arbitration before the State Board of Mediation and Arbitration and labor negotiations; Provide advice related to pension plan interpretation and related pension matters; Other municipal law relating to the Freedom of Information Act and constitutional/civil rights matters.

Brig Smith

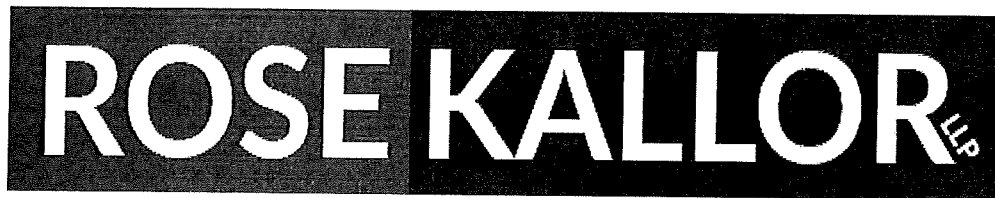
General Counsel
City of Middletown
245 DeKoven Drive
Middletown, CT 06457
(860) 638-4820
brig.smith@middletownct.gov

-Since 2011, we have provided the following services: Representation for labor/employment law on litigation and advice matters relating to breach of contract, due process, whistleblower retaliation, free speech retaliation, gender discrimination, race discrimination, national origin discrimination, sexual orientation and gender identity discrimination; police investigations; Freedom of Information Act.

Peter L. Adomeit

Chairman
State Employees Retirement Commission
165 Capitol Avenue
Hartford, CT 06106
(860) 463-9300
Peter@adomeit.net

-Since 2014, have provide services as General Counsel as described above.



📞 (860) 361-7999

Cindy M. Cieslak



Partner

Ms. Cieslak's practice focuses on all aspects of labor and employment litigation in state and federal courts, as well as administrative agencies, including the defense of public sector and private employers against claims of discrimination, wage and hour violations, breach of contract, free speech retaliation, whistleblower retaliation, and other civil rights violations. Ms. Cieslak also handles appeals before the Appellate and Supreme Courts of Connecticut.

Ms. Cieslak also regularly conducts workplace and Title IX investigations. She provides trainings and advice to employers regarding compliance with labor and employment laws, and she assists employers with employee handbooks, workplace policies, affirmative action

plans, OFCCP audits, and compliance with laws and regulations pertaining to government contractors.

Ms. Cieslak has been recognized by Best Lawyers: Ones to Watch, and she has been selected to the Connecticut Rising Stars List by Super Lawyers Magazine since 2015. Additionally, in 2019, Ms. Cieslak was also awarded a Professional Excellence Award as New Leader in the Law by the Connecticut Law Tribune. In 2024, she received the American Bar Association's On The Rise - Top 40 Young Lawyers Award, a national recognition for exemplifying a broad range of high achievement, innovation, vision, leadership, and legal and community service. She also has a "AV Preeminent" rating by Martindale-Hubbell, having been recognized by her peers for having very high ethical standards and the highest level of professional excellence.

Prior to joining Rose Kallor, Ms. Cieslak was an attorney at a small Connecticut firm that focuses on labor and employment litigation and personal injury law.

Ms. Cieslak holds a Bachelor of Arts, *summa cum laude*, in Political Science from the Pennsylvania State University, with minors in Spanish and Women's Studies. While at Penn State, she was named to the Dean's List and was inducted into and elected president of Penn State's Chapter of Pi Sigma Alpha, the National Political Science Honor Society. Ms. Cieslak received her Juris Doctor from the University of Connecticut School of Law, where she served as Book Review Editor of the Connecticut Law Review and participated in the American Association for Justice Student Trial Advocacy Competition. She is the recipient of two CALI Awards for Excellence in courses on the First Amendment and the Americans with Disabilities Act.

EDUCATION

The University of Connecticut School of Law J.D., 2012

The Pennsylvania State University, B.A., *summa cum laude*, 2009

COMMUNITY INVOLVEMENT

Ms. Cieslak is a member of the Penn State Alumni Association, Connecticut Valley Chapter.

PROFESSIONAL AFFILIATIONS

Connecticut Bar Association, Member

Connecticut Bar Association, Executive Committee, Assistant Secretary-Treasurer 2021-2022

Connecticut Bar Association, House of Delegates, District 12 Delegate (2023-2024)

Connecticut Bar Association, Young Lawyer's Section Executive Committee (ABA YLD Delegate 2022-2026; Immediate Past-Chair 2021-2022; Chair 2020-2021; Chair-Elect 2019-2020; Treasurer, 2018-2019; Secretary 2017-2018; Women in the Law Committee Chair 2016-2017)

Connecticut Bar Association, Labor & Employment Section (Chair 2024-2025; Vice Chair 2023-2024; Secretary 2022-2023; Executive Committee Member 2018-present)

American Bar Association, Member (Labor & Employment Law Section, CT YLD Delegate to ABA House of Delegates, Standing Committee on Professionalism, Young Lawyers Division, YLD Assembly Operations Task Force)

Senior Executive Women's Network, Member 2019-2020

2020 Connecticut Professionals' Leadership Academy, Participant

Connecticut Bar Foundation, Fellow

New England Bar Association, Board of Directors (2023-present)

Connecticut Judicial Branch Civics Academy, Faculty

BAR ADMISSIONS

State of Connecticut

Commonwealth of Massachusetts

State of New York

COURT ADMISSIONS

U.S. Supreme Court

U.S. Court of Appeals for the Second Circuit

U.S. District Court for the District of Connecticut

U.S. District Court for the Southern District of New York

U.S. District Court for the Eastern District of New York

U.S. District Court for the Northern District of New York

U.S. District Court for the District of Massachusetts

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ROSE KALLOR^{LLP}

☎ (860) 361-7999

Michael J. Rose



Managing Partner

As a Managing Partner of Rose Kallor, LLP, Mr. Rose is widely recognized as one of Connecticut's leading employment litigators in his representation of governments, government officials, and private businesses of varied sizes. He has tried over twenty cases to verdict in the areas of employment law and civil rights. In 2007, at the age of 41, he was named to a list of preeminent attorneys within the state of Connecticut. Later in 2007, he was listed among the top lawyers in New England.

In addition to representing employers in federal and state courts, Mr. Rose provides representation before numerous government agencies, including the Connecticut Commission on Human Rights and Opportunities, the Equal Employment Opportunities Commission, state and federal Departments of Labor and the Connecticut Freedom of Information Commission.

Mr. Rose is regarded as a creative litigator with a sound knowledge of the statutory and the public policy goals behind today's employment laws. He has crafted unique approaches and defense strategies, such as interlocutory appeals, federal removal, affirmative use of res

judicata and constitutional pre-emption, and constitutional and jurisdictional challenges to court proceedings.

His defense philosophy is shaped by the recognition that while our nation's laws have the best of intentions, they can often be misused by problem employees and their creative counsel. In 2003, Mr. Rose was successful in having a federal judge declare a federal department of labor regulation under the American's with Disabilities Act as unconstitutional.

While in college, Mr. Rose was a member of the Mortar Board Honor Society, and Pi Gamma Mu Honor Society. While in law school, he was the co-author of "ADR in Patent Dispute Resolution," Vol. 32 Idea No. 4, 1992 and a Legislative Assistant Representative to Richard Swett, U.S. House of Representatives, 1991-1994.

EDUCATION

Franklin Pierce Law Center, J.D., 1994

University of New Hampshire, B.A., 1989, cum laude

COMMUNITY INVOLVEMENT

Mr. Rose was appointed to the Board of Mojo, Inc. (<http://www.momsandjobs.com>). He also served as pro bono General Counsel to this social venture which devoted itself to providing employment opportunities to single mothers in the Lowell, Massachusetts area.

PROFESSIONAL AFFILIATIONS

Connecticut Bar Association
American Bar Association
Defense Research Institute

BAR ADMISSIONS

Connecticut

COURT ADMISSIONS

U.S. District Court for the District of Connecticut
U.S. District Court for the Southern District of New York
U.S. Court of Appeals for the Second Circuit

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Rose Kallor Secures Summary Judgment Dismissals in Two Disability Discrimination Cases brought against Town of Rocky Hill and City of Torrington

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EEOC Issues New Guidance on First Anniversary of Bostock v. Clayton County

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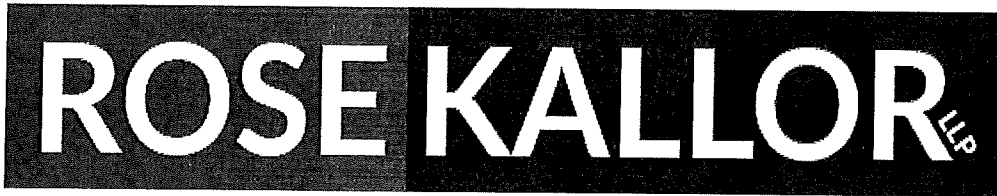
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 (860) 361-7999

Robin B. Kallor



Partner

One of the founding members of Rose Kallor, LLP, Ms. Kallor regularly advises and represents employers on a broad range of labor and employment matters involving discrimination, retaliation, wage and hour issues, breach of contract, hiring processes, employee discipline and any other matter that pertains to the employer-employee relationship in both the unionized and non-union settings.

In doing so, she often appears in state and federal courts, as well as in proceedings before government administrative agencies, such as the Equal Employment Opportunity Commission, the Connecticut Commission on Human Rights and Opportunities, the New York State Division on Human Rights, the National Labor Relations Board, the Connecticut

State Board of Labor Relations, the Connecticut State Board of Mediation and Arbitration and the federal and state departments of labor. In her defense of civil rights and other employment related litigation, she has frequently obtained pretrial dismissal or other satisfactory conclusion in both the federal and state courts.

In her varied management-side practice, Ms. Kallor gives advice and litigates issues relating to race, color, religion, national origin, age, sex, and disability discrimination, wage and hour claims, including collective action claims brought under the FLSA, Family and Medical Leave Act issues, employee discipline, employee claims of breach of contract, defamation and other work-related tort claims and any other human resources issue. She drafts and reviews job descriptions, employment contracts, employee handbooks and employer policies and procedures. She also represents employers in wage and hour audits and conducts "self-audits" before the state and federal departments of labor and negotiates labor contracts on behalf of management.

A significant portion of Ms. Kallor's practice is devoted to her role as a neutral, through her role as an independent workplace investigator and as a mediator. Ms. Kallor provides workplace training to clients and through continuing legal education programs and is a frequent speaker on emerging labor and employment law issues.

Ms. Kallor has been listed in The Best Lawyers in America since 2018 and was named *2020 Lawyer of the Year by Best Lawyers in America, Labor – Management in Hartford*. She has an "AV Preeminent" rating by Martindale Hubbell, the highest rating for highest ethical standards and professional excellence. She has also been listed in Super Lawyers since 2015. Since 2019, she has been included within Super Lawyer's Top 25 Women Lawyers in Connecticut. In 2023, she was listed as Super Lawyer's Top 50 Lawyers in Connecticut.

Since the Board's inception in 2021 following the Connecticut Police Accountability Act, Ms. Kallor has served as Secretary for the West Hartford Civilian Police Review Board. Since 2018, she has served as the Governance Chair for her synagogue, Temple Sinai in Newington, Connecticut.

Ms. Kallor is a trained mediator, having received her 40 hour certificate from Quinnipiac Center on Dispute Resolution. She has experience mediating labor and employment related disputes as well as housing discrimination claims. She currently volunteers as a mediator for the Connecticut Commission on Human Rights and Opportunities, Office of Public Hearings. In January 2024, she was appointed as a Small Claims/Motor Vehicle Infractions Magistrate by the Connecticut Judicial Branch. In 2024, she became a James W. Cooper Fellow for the Connecticut Bar Foundation.

More Information

Education

Maurice A. Deane School of Law at Hofstra University, J.D., 1997

The Pennsylvania State University, B.A., 1994 Mediation - 40 Hour Certificate, Quinnipiac Center on Dispute Resolution, 2012

BAR Admissions

Connecticut

New York

New Jersey

Court Admissions

U.S. Court of Appeals for the Second Circuit

U.S. Court of Appeals for the Third Circuit

U.S. District Court for the District of Connecticut

U.S. District Court for the Southern District of New York

U.S. District Court for the Eastern District of New York

U.S. District Court for the Western District of New York

U.S. District Court for the Northern District of New York

U.S. District Court for the District of New Jersey

Professional Affiliations

Connecticut Bar Association

Community Involvement

Town of West Hartford, Civilian Police Review Board, Secretary, July 2021-present

Temple Sinai of Newington, Governance Committee Chair, 2018-present

Recent Blog Posts

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October 1, 2022 Connecticut Fair Employment Practices Act Amendments - Applies to Employers of One, Elected Officials Now Employees, Domestic Violence Victim Protected Class, Entitled to Reasonable Leave of Absence, Posting Requirements

Hurry Up and Wait - OSHA Mandatory Vaccine or Test Requirements for Large Private Sector Employers Were Stayed by the Fifth Circuit

OSHA Releases Long-Awaited Emergency Temporary Standard (ETS) For Mandatory Vaccine/Weekly Testing For Large Employers

What does Connecticut's Act Deterring Age Discrimination in Employment Mean for Employers?

Our Attorneys

ABOUT US

OUR ATTORNEYS

OUR ATTORNEYS

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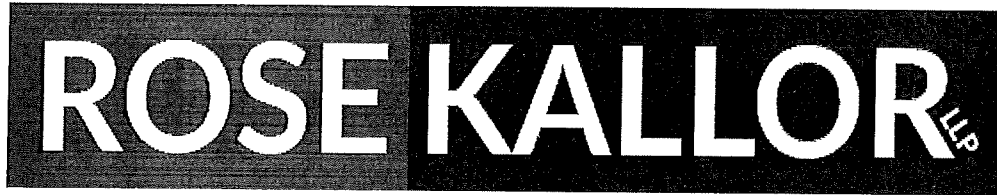
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 (860) 361-7999

Melinda A. Powell



Of Counsel

Over the course of her fifteen-year career, she has represented almost every municipal department including fire, police, planning and zoning, building and health departments. Ms. Powell has tried approximately 10 cases to verdict, including several complex civil rights cases, and has prepared Appellate briefs for submission in state and federal court. She also represents her private clients in commercial and environmental litigation.

Attorney Powell represents municipalities and boards of education, their officers and employees in federal and state court involving issues such as: Civil rights and § 1983 claims; Land Use and Zoning; Special education; Municipal contract disputes; Title IX; Enforcement of municipal regulations; Student discipline; First Amendment retaliation; Fair Housing Act; Title III of the Americans with Disabilities Act; FOIA; Connecticut Environmental Protection Act; Injuries on municipal and property.

Attorney Powell holds a Bachelor of Arts Degree in Public Administration. While in law school, she received the Jonathan B. Chase fellowship in public interest law to work for Alaska Legal Services in Fairbanks, Alaska. She also worked on environmental litigation for the

Conservation Law Foundation in Montpelier, Vermont, and for WaterWatch of Oregon, in Portland, Oregon.

EDUCATION

Vermont Law School, J.D., 1995

Florida Atlantic University, B.P.A., 1991, Valedictorian of College of Social Science

COMMUNITY INVOLVEMENT

Assistant Den Leader, Cub Scout Pack 57, East Hampton

PROFESSIONAL AFFILIATIONS

Connecticut Association of Municipal Attorneys

Connecticut Bar Association

BAR ADMISSIONS

State of Connecticut

COURT ADMISSIONS

United States District Court District of Connecticut

U.S. Court of Appeals for the Second Circuit

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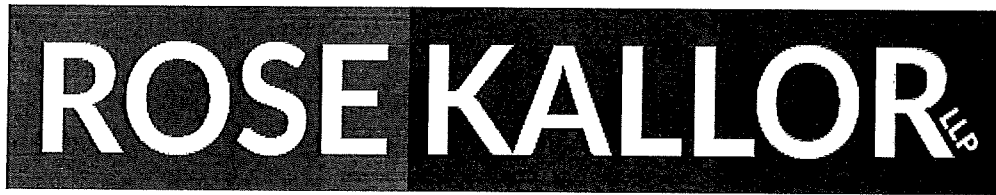
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 (860) 361-7999

Megan Nielsen



Associate Attorney

Megan Nielsen focuses her practice on employment litigation, including wrongful termination, workplace discrimination, retaliation, sexual harassment, wage and hour issues, breach of contract, workers' compensation, and unemployment compensation. Ms. Nielsen was selected as a Super Lawyers 'Rising Star' for 2022 in the area of employment litigation defense.

Ms. Nielsen spent years working as a reporter covering the Connecticut state and federal courts prior to becoming a lawyer. She received her Juris Doctor from Quinnipiac University School of Law, graduating magna cum laude and earning a Workplace Law concentration with honors. In law school, Megan was a competition member for the Society for Dispute Resolution. In 2020, she and her partner won the national championship in client counseling, a first for QUSL. Ms. Nielsen was also awarded the Kathy Eldergill Prize for Excellence in Employment Law from the Connecticut Bar Association.

Prior to joining Rose Kallor, Ms. Nielsen was an attorney at an employment defense firm in New Haven.

EDUCATION

Stony Brook University, Bachelor of Arts – Journalism
Quinnipiac University School of Law, magna cum laude

BAR ADMISSIONS

Connecticut

COURT ADMISSIONS

United States District Court for the District of Connecticut

PROFESSIONAL AFFILIATIONS

Connecticut Bar Association
Co-Chair of the Labor and Employment Division – Young Lawyers Section

PROFESSIONAL RECOGNITION

Super Lawyers 'Rising Star', 2022

Contact Our Firm

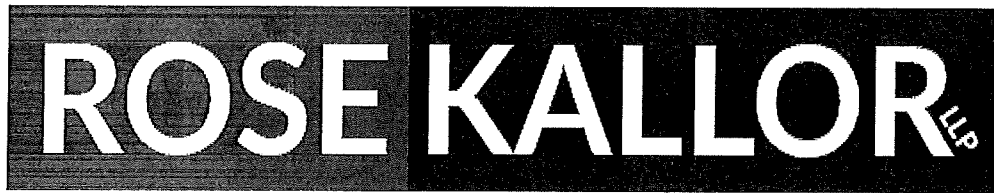
Disclaimer: By submitting this form you have not entered into an attorney-client relationship. The creation of an attorney-client relationship commences only after consultation with the attorney and the execution of a written fee agreement.

NAME *

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Kimberly A. Winter



Kimberly A. Winter | Associate Attorney

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Kimberly Winter is an associate attorney at Rose Kallor. Her practice is focused on all aspects of employment law.

Ms. Winter holds a Bachelor of Arts degree, *cum laude*, in Political Science and Women's and Gender Studies from Bucknell University. She received a Juris Doctor from the University of Connecticut School of Law, graduating with honors in 2021 and earning an energy and environmental law certificate. While in law school, Ms. Winter interned with the Environmental Department of the Connecticut Attorney General's Office and the Connecticut Solicitor General. She also externed with the United States Postal Service Northeast Legal Department. She received CALI Excellence for the Future awards in Torts, Law and Institutions of the European Union, and Labor Law and Collective Bargaining. Upon graduation she was awarded the 2021 Thomas J. Staley award for her study in labor law, a

EXHIBIT 4



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December 3, 2024

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♦ - Also Admitted in PA

PLEASE REPLY TO
WESTPORT OFFICE

City of Norwalk
Attn: Hon. Mayor Harry W. Rilling
125 East Avenue
Norwalk, CT 06851

RE: Legal Engagement and Fee Agreement

Dear Mayor Rilling:

We are pleased that after conducting its RFQ process the City has decided to retain Berchem Moses P.C. ("Firm") to provide legal representation and services for the City of Norwalk ("City"). Understanding that the decision to retain the Firm is contingent upon consideration and execution of this engagement and fee agreement, we have memorialized our proposed arrangement below, consistent with our representations set forth in our written submission to the City's RFQ and during the interview with the RFQ selection committee.

1. Scope of Engagement. The Firm will serve as the City's attorneys. Attorney Coppola will continue to serve as the City's Corporation Counsel and he will be the primary point of contact to work directly with the City and address needs on a day-to-day basis, assisted by other lawyers at the Firm. Attorney Coppola will continue to be available to attend meetings of the Common Council, as well as other City boards and commissions. Attorney Coppola will provide supervisory assistance and direction, general counseling, and direct communications with the Mayor and Chief of Staff. Attorney Coppola will continue to be available 24/7 to answer questions and to assign legal projects to members of our team.

We will provide general legal services to the City, including, but not limited to those services set forth in the City's RFQ: general municipal law, procedure and governance; tax assessment, appeals and collection; litigation; real estate; labor and employment; contracts and procurement; administrative and regulatory law; land use and zoning; environmental law; civil rights; Freedom of Information (FOIA) and education law. In addition, we will continue to offer general advice to you as Mayor, along with legal advice to the City's Council, boards and commissions, along with City employees, as appropriate.

2. Fees and Hourly Rates. The Firm's fee consists of several components: (A) a monthly retainer payment of \$14,500 for the general non-hourly services we provide as Corporation Counsel; (B) hourly services for litigation or threatened (pre) litigation, formal FOIA complaints and hearings, grievances, land use appeals, administrative hearings before state agencies (e.g., Connecticut Siting Council) and other longer-term projects or projects that may reasonably be expected to require larger amounts of time (e.g., purchases and sales of real property; and non-recurring projects requiring a

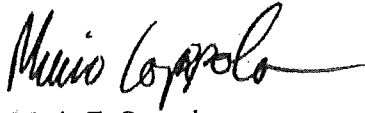
larger amount of time). The significantly discounted municipal rates are as follows: is \$265 per hour for partners and senior counsel, and \$200 per hour for associates. On occasion we will bill for paralegal time at a significantly discounted municipal rate of \$120 per hour.

We will issue our bill within the first ten (10) days of each month. The hourly rate will be applied to all time associated with a matter. If questions or objections about a monthly invoice should arise, the City agrees to raise them promptly for discussion and to promptly pay that portion of our invoice which the City does not question. The City will also be responsible for paying all costs and expenses of collection, including a reasonable attorney's fee, should the Firm need to institute proceedings to collect any monies owed to us by the City.

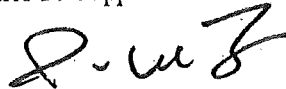
3. Changes in billing rates: The Firm's policy is to review all retainer and hourly rates as follows: (A) (Monthly Retainer) This amount does not typically change on any regular basis. However, we recommend that after six (6) months, and periodically thereafter, we review the actual time allocated to the retainer amount and discuss this with the City to see if an adjustment is appropriate. (B) (Hourly Rates) The hourly rates noted above are subject to moderate increases from time to time. The Firm's policy has typically been to propose such increases during the City's budget review period with an effective date of July 1. We will commit to the City that the above proposed hourly rates suggested above will be in effect through the current term for the Corporation Counsel, which ends in November 2025. If the City decides to retain the Firm as Corporation Counsel beyond November 2025, we will continue to keep the proposed hourly rates unchanged through June 2026.
4. Duration of Services: We understand that the Firm's services may be terminated by you as Mayor at any time. We would request the courtesy of at least sixty (60) days written notice in such event.
5. Disbursements: In addition to the fees described above, the Firm will bill the City for reasonable expenses and disbursements incurred by us in connection with any matter. These expenses and disbursements will be itemized on our invoices and may include, but are not limited to, application and filing fees; consultant's fees; extraordinary copy costs requiring outside services; extraordinary postage (please note that we generally do not charge for minor postage charges we incur); messenger and delivery services; service of process and court costs; express mail and overnight delivery charges; and similar expenses customarily recovered by the Firm in the course of rendering professional services. No major item of expense will be incurred without the City's prior approval.
6. Withdrawal from Representation. The attorney-client relationship is one of mutual trust and confidence. Therefore, if the City has questions about the Firm's services, the City should contact Attorney Coppola to discuss. Should the City fail to abide by the terms of this letter, the Firm reserves the right to withdraw from representing the City, provided it does so in a manner which does not materially adversely affect the City's matter. In particular, the City acknowledges that should it fail to pay any of our monthly invoices within seventy-five (75) days of its receipt, the Firm's policy is to promptly cease working on City matters unless and until the City brings its account current, or unless an acceptable payment arrangement has made and evidenced by a written document signed by both the City and the Firm. If the Firm has filed an appearance on behalf of the City in any court case, its right to withdraw is subject to the approval of the court. In any event, the City will remain responsible for all legal fees and expenses incurred up to the time the Firm ceases to represent the City.
7. Retention of Documents: Upon completion of this matter, the City may request that any original or other documents in the file be sent to the City. The Firm will retain documents for the requisite period provided by law.

We appreciate the opportunity to represent the City. We assure you diligent representation and thank you for your confidence in selecting us. If acceptable to you, please sign and return a copy of this letter.

Very Truly Yours,



Mario F. Coppola



Ira W. Bloom

TERMS AGREED TO:

.....
Hon. Harry W. Rilling, Mayor
Dated: _____, 2024



CITY OF NORWALK
Personnel & Labor Relations
Tina M. Fogell
Chief Human Resources Officer
tfogell@norwalkct.gov
P: 203-854-7724 / F: 203-854-7329
125 East Avenue, PO BOX 5125
Norwalk, CT 06856

To: Common Council Members

From: Tina M. Fogell
Chief Human Resources Officer

Date: December 6, 2024

RE: Salary Recommendation for Registrar of Voters and Deputy Registrar of Voters

The Registrar of Voters and Deputy Registrar of Voters are critical to the democratic process in Norwalk. Their responsibilities include ensuring the integrity of elections, maintaining voter registration databases, and adhering to evolving election laws and technologies. Given the growing complexity of their roles, we strongly recommend increasing their salaries to reflect the demands of their positions, align with market rates, and recognize their invaluable contributions to our city.

Rationale for Salary Increases

1. Expanded Responsibilities and Complexity

Compliance with Election Laws: Registrars must navigate and implement changes in state and federal election laws, ensuring compliance to avoid penalties and maintain public trust. Some of these additional responsibilities include early voting and no excuse absentee voting.

Technological Advancements: They oversee the integration of new election technologies, such as electronic poll books and security measures, which require specialized knowledge and training.

Voter Engagement: As voter turnout and registration efforts expand, registrars play a key role in managing outreach and education efforts, particularly in underserved communities.

2. Market Competitiveness

An analysis of salaries for similar roles in neighboring municipalities indicates that Norwalk's compensation is below market standards. This disparity makes it challenging to attract and retain qualified professionals.

Increasing salaries will ensure Norwalk remains competitive, attracting highly skilled individuals

who can manage the complexities of modern elections.

3. Increased Workload

Election Volume: With multiple elections annually, including primaries, municipal, state, and federal elections, the workload has grown significantly. Additionally, additional volume is created due to early voting and no excuse absentee voting.

Voter Turnout: Higher voter turnout places additional demands on the office, from processing registrations to managing polling sites and resolving issues on election days.

Post-Election Audits: Registrars are now required to conduct audits and provide detailed reporting, which further adds to their workload.

4. Recognition and Retention

A salary increase demonstrates the City's appreciation for the registrars' critical contributions to the democratic process.

Competitive compensation will reduce turnover, ensuring continuity and institutional knowledge in this vital department.

Proposed Salary Adjustments

Registrar of Voters: Recommend an increase to Seventy Nine Thousand Dollars (\$79,000.00) annually.

The current salary for the Registrar of Voters is Sixty Seven Thousand Six Hundred Twenty Seven Dollars (\$67,627.00). This role has received yearly increases in the amount of 2.35% for the last several years, but no market analysis or adjustment due to the increased duties has been assessed.

Deputy Registrar of Voters: Recommend an increase to Seventy Thousand Dollars (\$70,000.00) annually.

The current salary for the Deputy Registrar of Voters is Sixty Thousand Three Hundred and Fifty Six Dollars (\$60,356.00). This role has received yearly increases in the amount of 2.35% for the last several years, but no market analysis or adjustment due to the increased duties has been assessed.

These figures are based on comparable positions in municipalities with similar populations and workloads.

Conclusion

The Registrar of Voters and Deputy Registrar of Voters are essential to maintaining the integrity, accessibility, and security of Norwalk's elections. Their roles have evolved to meet increasing demands, and their salaries should reflect the critical nature of their work.

We urge the Common Council to approve the proposed salary adjustments to ensure the City of Norwalk continues to lead in election administration and voter engagement.