

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

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



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AGENDA

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: August 11, 2020

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: August 13, 2020
2. For informational purposes only: Narrative on Tax Collections dated August 13, 2020.
3. For informational purposes only: Monthly Tax Collector's Report Dated: July 2020.

B. ORDINANCE COMMITTEE

1. Approve the following revisions/amendments to City Code section 32-8 of the City Code:
Chapter 32-8: Prohibited Gifts

C. PLANNING COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an agreement with PosiGen and the Connecticut Green Bank for the Solar for All campaign and authorize their use of the Norwalk city logo on campaign related promotional materials.
2. Authorize the Mayor, Harry W. Rilling, to execute a three party agreement with the Norwalk Parking Authority and Dorenborg Kallenbach Advertising to provide Citywide Marketing Communication Services in a sum not to exceed \$100,000 for Fiscal Year 2020-2021.

D. COMMUNITY SERVICES AND PERSONNEL COMMITTEE

1. Approval of and Vote on Position Description for Chief Information Security Officer.
2. Approval of and Vote on Retirement Incentive Program.

EXECUTIVE SESSION

- VIII. RESOLUTIONS FROM COMMON COUNCIL
- IX. MOTIONS POSTPONED TO A SPECIFIC DATE
- X. SUSPENSION OF RULES
- XI. ADJOURNMENT

COMMON COUNCIL
NORWALK, CONNECTICUT

AUGUST 11, 2020
VIA TELECONFERENCE

**ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO
APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND
OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS
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Mayor Rilling called the meeting to order at 7:31 p.m. and led the Assembly in reciting the Pledge of Allegiance.

Mayor Rilling asked for a Moment of Silence in memory of Laura Epstein who founded the Norwalk Senior Center and advocated for seniors in the community.

I. ROLL CALL

Ms. King called the Roll. The following Common Council members were present:

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Via Teleconference
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Council at Large:	Mr. Gregory Burnett Mr. Manny Langella Ms. Barbara Smyth	Ms. Dominique Johnson Mr. Nicholas Sacchinelli
District A:	Mr. David Heuvelman	Mr. Kadeem Roberts
District B:	Ms. Darlene Young	
District C:	Mr. John Kydes	Mr. George Theodoridis
District D:	Mr. George Tsiranides	Mr. Tom Keegan
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

At Roll Call there were fourteen (14) Common Council members present. A Quorum was present.

Also present were Mayor Harry Rilling, City Clerk, Donna King and Corporation Counsel, Mario Coppola.

Ms. King read the notice.

II. ACCEPTANCE OF MINUTES

Regular Meeting: July 14, 2020

The following corrections were made to the minutes:

Page 2 – remove the extra comma

Page 13 – replace to with it

Page 14 – replace the with that

**** MS. SHANAHAN MOVED TO ACCEPT THE MINUTES AS CORRECTED**

**** MOTON PASSED UNANIMOUSLY BY VOICE VOTE**

III. PUBLIC PARTICIPATION

Ms. King read a letter submitted by Diane Lauricella asking the members of the Common Council to table the agreement with Field Turf USA until a neutral qualified health professional is hired.

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IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS RESIGNATIONS:

Joshua M. Goldstein, Zoning Commission, Alternate, District B

Mayor Rilling announced the resignation of Joshua M. Goldstein. He thanked Mr. Sumpter for his excellent service on the Zoning Commission and noted he had termed out. Mr. Goldstein will be moving into his position.

APPOINTMENTS:

**** MS. JOHNSON MOVED TO APPROVE THE FOLLOWING APPOINTMENT**

Joshua M. Goldstein, Zoning Commission, Regular, District B

Ms. Johnson and Mr. Langella spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN**

REAPPOINTMENTS:

**** MR. LIVINGSTON MOVED TO APPROVE THE FOLLOWING REAPPOINTMENT**

Mr. Livingston spoke in support of the reappointment.

Galen Wells, Zoning Commission, Regular, District E

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN**

MAYOR'S REMARKS:

Mayor Rilling reported that COVID 19 cases and deaths have been drastically reduced in Norwalk, but there is still work to be done. He thanked the citizens and business owners for their efforts to accomplish this. He encouraged them to continue what they are doing. He said there are challenges with opening the schools and the City.

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Mayor Rilling recognized and thanked the Department of Public Works, Recreation and Parks Department, Police Department and Fire Department for working hard to clean up the city after Storm Isaias. He said he was very critical of the response from Eversource.

Mayor Rilling announced a new Connectivity Initiative that will close the digital divide for school-aged children in Norwalk. He explained that the Norwalk Public Schools is being offered a grant from the Ritter Foundation and the Heidenreich Foundation. He said 7-8% of students in Norwalk do not have internet connection. This initiative will provide the students with internet access and there will be five Navigators who will work with the families to help them understand the internet. In addition, the Navigators will help identify other services they may need.

V. COUNCIL PRESIDENT

Council President Barbara Smyth read the following statement from the Common Council:

THE CITY OF NORWALK FULLY SUPPORTS OUR PUBLIC SAFETY OFFICERS.

IN THE SPIRIT OF PUBLIC ACT 19-111, ENACTED ON OCTOBER 1, 2019, THE CITY PROACTIVELY COMPENSATED OFFICER ROSELLE FULLY AFTER HE WAS WOUNDED ON-DUTY DURING TRAINING AT THE NORWALK POLICE DEPARTMENT'S FIRING RANGE ON SEPTEMBER 5, 2017.

THE MEMBERS OF THE NORWALK COMMON COUNCIL HAVE REVIEWED THE INFORMATION OFFICER ROSELLE HAS PROVIDED AND THE REPORT SUBMITTED BY THE CITY TO THE COMMUNITY SERVICES AND PERSONNEL COMMITTEE REGARDING OFFICER ROSELLE'S ELIGIBILITY FOR THE ADDITIONAL COMPENSATION CONTEMPLATED UNDER PUBLIC ACT 19-111.

IN ACCORDANCE WITH THE CITY PROCEDURE, OFFICER ROSELLE HAS BEEN PROVIDED WITH A COPY OF THAT REPORT AND THE ASSOCIATED DOCUMENTS. A REVIEW OF THE REPORT ESTABLISHES THAT THE SETTLEMENT OF OFFICER ROSELLE'S WORKER'S COMPENSATION CLAIMS AGAINST THE CITY INCLUDED A VERY SUBSTANTIAL AMOUNT OF MONEY, AND THAT THE DOCUMENTS OFFICER ROSELLE SIGNED IN THAT SETTLEMENT ACKNOWLEDGE THAT THE SETTLEMENT MONEY INCLUDED ALL FUTURE WAGES, AND ALL CLAIMS FOR ADDITIONAL COMPENSATION. OFFICER ROSELLE ALSO AGREED

THAT HE WOULD NOT SEEK ANY ADDITIONAL MONEY FROM THE CITY UNDER ANY OTHER LAW OR REGULATION, OR IN ANY OTHER FORUM.

THE PUBLIC ACT UNDER WHICH OFFICER ROSELLE MAKES THIS CLAIM ALLOWS THE LEGISLATIVE BODY OF THE MUNICIPALITY (THE COMMON COUNCIL) TO CONSIDER MAKING UP THE DIFFERENCE BETWEEN THE PUBLIC SAFETY OFFICER'S BASE SALARY AND THE COMBINATION OF THE PENSION PAYMENTS AND WORKER'S COMPENSATION PAYMENTS.

THE FACTS OF OFFICER ROSELLE'S CASE ESTABLISH THAT THE CITY HAS ALREADY PAID TO HIM IN THE WORKER'S COMPENSATION SETTLEMENT AND PENSION ENTITLEMENT MORE MONEY THAN THE ADJUSTMENT CONTEMPLATED UNDER THIS ACT. IN ADDITION, OFFICER ROSELLE'S INJURY PREDATES PUBLIC ACT 19-111.

OFFICER ROSELLE IS THEREFORE NOT ELIGIBLE FOR ANY ADDITIONAL COMPENSATION FROM THE CITY.

**** MS. SMYTH MOVED TO APPROVE THE STATEMENT**

**** MOTION PASSED BY ROLL CALL VOTE WITH THIRTEEN (13) IN FAVOR (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN) AND ONE (1) VOTE IN OPPOSITION (MR. KYDES)**

A. GENERAL COUNCIL BUSINESS:

**** MS. SMYTH MOVED TO DENY THE FOLLOWING APPLICATION**

1. VOTE ON APPLICATION OF RETIRED POLICE OFFICER PHILLIP ROSELLE REGARDING ELIGIBILITY FOR ADDITIONAL COMPENSATION UNDER PUBLIC ACT 19-111.

**** MOTION PASSED BY ROLL CALL VOTE WITH THIRTEEN (13) IN FAVOR (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN) AND ONE (1) VOTE IN OPPOSITION (MR. KYDES)**

B. CONSENT CALENDAR:

**** MR. BURNETT MOVED TO APPROVE THE FOLLOWING CONSENT CALENDAR:**

VI.A.1, VI.A.2, VII.B.1, VII.D.1a, VII.D.1b, VII.D.2a, VII.D.2b, VII.D.3a, VII.D.3b, VII.F.1

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. AUTHORIZATION FOR DISCUSSION: SETTLEMENT: LUTHER ATKINSON V. CITY OF NORWALK, ET AL EXECUTIVE SESSION

2. DISCUSSION REGARDING PROPOSED SETTLEMENT WITH THE CC RIVINGTON DEFENDANT IN LITIGATION TITLED, CITY OF NORWALK AND CITY OF NORWALK REDEVELOPMENT AGENCY VS. ILSR OWNERS, LLC AND WALL ST OPPORTUNITY FUND, LLC, DOCKET NO. FST-CVLS-6038249-S, WHICH IS CURRENTLY PENDING IN THE STAMFORD-NORWALK JUDICIAL DISTRICT AT STAMFORD. EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

B. PUBLIC WORKS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE CONVEYANCE OF THE FOLLOWING LAND FROM NORWALK LAND DEVELOPMENT, LLC TO THE CITY OF NORWALK AT NO COST SUBJECT TO A RELEASE OF MORTGAGE(S) ENCUMBERING SAID LAND: A. CERTAIN PIECE OR PARCEL IS IDENTIFIED AS “CONVEYANCE AREA A” HAVING AN AREA OF 1,263±S.F. AS SHOWN ON MAP ENTITLED “RIGHT OF WAY SURVEY CITY OF NORWALK MAP SHOWING LAND ACQUIRED FROM NORWALK LAND DEVELOPMENT, LLC BY THE CITY OF NORWALK” DATED NOVEMBER 2019 PREPARED BY LANGAN CT, INC; B. SAID PIECE OR PARCEL OF PROPERTY IS IDENTIFIED AS “CONVEYANCE AREA B” HAVING AN AREA OF 237±S.F. AS SHOWN ON MAP ENTITLED “RIGHT OF WAY SURVEY CITY OF NORWALK MAP SHOWING LAND ACQUIRED FROM NORWALK LAND DEVELOPMENT, LLC BY THE CITY OF NORWALK” DATED NOVEMBER 2019 PREPARED BY LANGAN CT, INC.

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1A. AUTHORIZE THE PURCHASING DEPARTMENT TO ISSUE PURCHASE ORDER(S) TO SCHOOLWIDE, INC. FOR ELEMENTARY AND MIDDLE SCHOOLS ENGLISH AND SPANISH LITERACY MATERIALS FOR A TOTAL NOT TO EXCEED \$277,549.15 (SHIPPING COSTS HAVE BEEN WAIVED) ACCT. #09215010 5777 C0609

1B. AUTHORIZE A CONTINGENCY ALLOWANCE IN THE AMOUNT NOT TO EXCEED \$8,000 IN THE EVENT OF ORDER ADJUSTMENTS.

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH AM ELECTRIC COMPANY LLC. FOR THE SILVERMINE ELEMENTARY SCHOOL AIR CONDITIONING AND ELECTRICAL UPGRADES PROJECT FOR A TOTAL NOT EXCEED \$345,000. FUNDS ARE AVAILABLE IN ACCT. #09205010 5777 C0652.

2B. AUTHORIZE THE NPS FACILITIES DEPARTMENT TO ISSUE CHANGE ORDERS ON THIS CONTRACT FOR A TOTAL OF \$34,500. FUNDS ARE AVAILABLE IN ACCT. #09205010 5777 C0652.

3A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH PREMIER BUILDING ASSOCIATES, LLC FOR THE BEN FRANKLIN CENTER ROOF REPLACEMENT PROJECT (PHASE 2) FOR A TOTAL NOT TO EXCEED \$249,000.00. FUNDS ARE AVAILABLE FROM ACCOUNT #0920/21 7100 5777 C0295

3B. AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON THE CONTRACT FOR A TOTAL NOT TO EXCEED \$24,900.00.

F. HEALTH AND PUBLIC SAFETY COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE AMERICAN RED CROSS REGARDING THEIR DISASTER SERVICES PROGRAMS IN NORWALK AND THE FACILITY USE AGREEMENT TO PROVIDE SHELTER OPERATIONS AT BRIEN MCMAHON HS AND NORWALK HS IN THE EVENT OF AN EMERGENCY AT NO COST.

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

**** MS. YOUNG MOVED TO APPROVE THE FOLLOWING ITEMS:**

1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH FIELD TURF USA, INC. (SOLE SOURCE) FOR THE SYNTHETIC TURF SURFACE AT WEST ROCKS SCHOOL PROPOSED SOCCER FIELD COMPLEX FOR A SUM NOT TO EXCEED \$443,088.00. ACCOUNT #'S 09206030-5777-C0631, 09216030-5777-C0631.

1B. AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO EXECUTE CHANGE ORDER ON CONTRACT WITH FIELD TURF USA, INC. (SOLE SOURCE) FOR THE SYNTHETIC TURF SURFACE AT WEST ROCKS SCHOOL PROPOSED SOCCER FIELD COMPLEX FOR A SUM NOT TO EXCEED \$44,308.00. ACCOUNT #'S 09206030-5777-C0631, 09216030-5777-C0631.

Ms. Young explained that these items were approved at the July meeting of the Recreation, Parks and Cultural Affairs Committee; however, these items were inadvertently moved off the July Common Council agenda.

Mr. Nick Roberts was present to answer any questions. Ms. Johnson asked him if he heard anything further from the Health Department regarding the materials. Mr. Roberts explained that he did not get the results of the EPA study, but will follow up with the Health Department.

Ms. Young said that she and Mr. Roberts have had conversations and tried to be mindful of peoples' concern. Mr. Roberts explained that this is a different product than what is already on the fields. It reduces the temperature by 40 degrees; this is not the regular crumb rubber.

Mr. Heuvelman asked what percentage of crumb rubber escapes the plastic cover. Mr. Roberts said he did not know the percentage, but noted they do regular maintenance. The useful life of this field is 10 years. The cost of a grass field includes annual maintenance and there are less hours of use with a grass field. He said they can play on a turf field in the rain, but can't play on a grass field. Mr. Kydes noted his daughter played on a turf field in the pouring rain and did not see a problem with drainage.

Ms. Shanahan said she was not sure the studies supported that turf fields were safer. Mr. Roberts said he relies on reports from the State Health Department and there is nothing

that would preclude them from using this product. He added that this material will extend the hours of play and they can play all year round with more usage.

**** MOTION PASSED BY ROLL CALL VOTE WITH THIRTEEN (13) IN FAVOR (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON) AND ONE (1) VOTE IN OPPOSITION (MS. SHANAHAN)**

C. COMMUNITY SERVICES AND PERSONNEL COMMITTEE

**** MS. SMYTH MOVED TO APPROVE THE FOLLOWING ITEMS:**

1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT GRANT FUNDS FROM THE RITTER FOUNDATION AND PER AND ASTRID HEIDENREICH FAMILY FOUNDATION IN THE AMOUNT OF \$125,000 EACH FOR THE PERIOD SEPTEMBER 1, 2020 THROUGH AUGUST 30, 2021.

1B. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS OR AMENDMENTS AS MAY BE NECESSARY TO IMPLEMENT THE CONNECTIVITY INITIATIVE FAMILY NAVIGATOR PROGRAM GRANT FOR THE PERIOD SEPTEMBER 1, 2020 THROUGH AUGUST 30, 2021.

Ms. Smyth expressed her thanks to the Dalio Foundation, the Ritter Foundation and the Heidenreich Foundation. She said that as a teacher, she saw a lot of students who suffered educationally because of internet difficulties. She said she fully supports this.

Mr. Lamont Daniels explained that the Family Navigator will partner with Norwalk Public Schools to act as a professional mentor. They will be able to help students and their families be successful. The Family Navigators will be trained using a wrap-around mode.

Mr. Daniels said they will be working with the Norwalk Public Schools to identify families. This grant is for a period of one year and there is an evaluation component of this grant. The Family Navigators are not clinical people. They are partnering with a service who will train the Family Navigators.

Mr. Livingston asked about the hard ware component. Mr. Daniels explained that the connectivity portion is through the school system.

Mayor Rilling expressed his thanks to the Dalio Foundation, Altice and Optimum.

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**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

E. ORDINANCE COMMITTEE

**** MS. SHANAHAN MOVED TO APPROVE THE FOLLOWING ITEM:**

1. APPROVE THE FOLLOWING REVISIONS/AMENDMENTS TO CHAPTER 36 OF THE CITY CODE:

CHAPTER 36: ENTERPRISE ZONES

- **SECTION § 36-1 APPLICABILITY**
- **SECTION § 36-2 BENEFITS; ELIGIBILITY**
- **SECTION § 36-3 REPORTS**
- **SECTION § 36-4 SUNSET PROVISION**
- **SECTION § 36-5 WHEN EFFECTIVE**
- **THE ACCOMPANYING ENTERPRISE ZONE MAP**

Ms. Shanahan explained the item and said they are looking to expand the Enterprise Zone.

Ms. Sabrina Church gave a presentation and presented a map of all the eligible census tracts. She said that development in the current Enterprise Zone saw 10 major developments; however, not all took advantage of the Enterprise Zone. She explained the property taxes generated by the various Enterprise Zone properties and said the City gets a lot more tax dollars. She added that the Enterprise Zone is making things better.

Ms. Church described the Sunset Clause. The next step is to move this to the State.

Ms. Young said they have to be mindful of how they are expanding in the City. She said they are talking about growth and improvements, but that is a form of gentrification.

Attorney Brian Candela reviewed a map and said it will be available at the Department of Economic and Community Development. He noted that most of the sections in chapter 36 were changed to mirror the State Statute.

Mr. Kydes said he learned a lot from the South Norwalk Enterprise Zone. He noted that a lot of these developments would not have moved forward without the Enterprise Zone initiative. He said he hopes this will spark activity in the Wall Street area.

Ms. Smyth said they need incentives to establish quality development. She noted that gentrification is going on and they need to be sensitive to that. She said they need to take care of the citizens and continue to provide affordable housing.

Mr. Heuvelman said that Enterprise Zones are instruments that can be used for growth, but noted they need to be aware of gentrification where people are being pushed out. Mayor Rilling said he was very confident in the Zoning Commission and the Common Council and that will be one of the things, first and foremost when they vote on items such as these.

Mayor Rilling said the Enterprise Zone does not add one penny of tax to the Norwalk taxpayer. It is an incentive and the developer will be paying a larger percentage of taxes than the current property owner.

**** MOTION PASSED BY ROLL CALL VOTE WITH THIRTEEN (13) IN FAVOR (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN) AND ONE (1) VOTE IN OPPOSITION (MR. KEEGAN)**

VIII. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

IX. SUSPENSION OF THE RULES

**** MR. KYDES MOVED TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA**

**** MOTION PASSED UNANIMOUSLY BY VOICE VOTE**

X. RESOLUTIONS FROM COMMON COUNCIL

RESOLUTION TO ENACT LEGISLATION PROHIBITING SALE OF DOGS, CATS AND RABBITS IN PET STORES

**** MR. KYDES MOVED THE FOLLOWING RESOLUTION:**

WHEREAS STATE AND FEDERAL INSPECTION REPORTS DOCUMENT THAT CERTAIN PET STORES HAVE OBTAINED PUPPIES FROM COMMERCIAL BREEDERS WITH DEFICIENT ANIMAL WELFARE RECORDS, AND

WHEREAS THE DOCUMENTED ABUSES ENDEMIC TO COMMERCIAL BREEDER INCLUDE OVER-BREEDING; INBREEDING; MINIMAL VETERINARY CARE; LACK OF ADEQUATE FOOD, WATER AND SHELTER, LACK OF SOCIALIZATION, EXERCISE AND ENRICHMENT; AND LACK OF SANITATION; AND

WHEREAS IT IS IN THE INTERESTS OF THE RESIDENTS OF NORWALK TO ENSURE THAT DOGS, CATS AND RABBITS ARE RAISED IN SAFE, HUMANE CONDITIONS, AND KEPT IN SAFE, HUMANE CONDITIONS, AND

WHEREAS AS A RESULT OF IMPROPER COMMERCIAL BREEDING, PET STORE PUPPIES HAVE A HIGHER RISK OF BEING SICK AND HAVING BEHAVIORAL PROBLEMS

WHEREAS SOME PET STORES HAVE BEEN KNOWN TO MISLEAD CONSUMERS AS TO THE ORIGIN OF THE PUPPIES AND KITTENS IN SUCH STORES AND MAKE FALSE HEALTH AND BEHAVIOR GUARANTEES THEREBY CAUSING CONSUMERS TO INCUR HUNDREDS OR THOUSANDS OF DOLLARS IN VETERINARY BILLS WHILE SUFFERING THE HEARTBREAK OF HAVING THEIR NEWLY ACQUIRED PET SUFFER, AND IN SOME CASES DIE, AND

WHEREAS ACCORDING TO THE U.S. CENTERS FOR DISEASE CONTROL AND PREVENTION PET STORE PUPPIES POSE A HEALTH RISK TO CONSUMERS AS OVER ONE HUNDRED AMERICANS, INCLUDING AT LEAST TWO CONNECTICUT RESIDENTS, HAVE CONTRACTED AN ANTIBIOTIC-RESISTANT CAMPYLOBACTER INFECTION FROM CONTACT WITH PET STORE PUPPIES; AND

WHEREAS THERE ARE DOGS, CATS AND RABBITS BEING HELD AT THE NORWALK ANIMAL SHELTER THAT ARE IN NEED OF GOOD HOMES; AND

WHEREAS PROHIBITING PET STORES FROM SELLING DOGS, CATS AND RABBITS IS LIKELY TO DECREASE THE DEMAND OF PUPPIES AND KITTENS BRED IN PUPPY AND KITTEN MILLS AND DECREASE THE BURDEN THAT SUCH PUPPIES AND KITTENS THAT END UP IN ANIMAL SHELTERS PLACE ON LOCAL AGENCIES AND TAXPAYERS.

THE NORWALK COMMON COUNCIL RESOLVES AND STRONGLY URGES THAT OUR STATE REPRESENTATIVES BY THIS

RESOLUTION ENACT LEGISLATION THAT PROHIBITS THE SALE OF DOGS, CATS AND RABBITS IN PET STORES OR A CLARIFYING PROVISION STATING THAT MUNICIPALITIES HAVE THE AUTHORITY TO REGULATE PET STORES IN A MANNER THAT IS MORE RESTRICTIVE THAN STATE LAW.

Mr. Kydes said he hoped to have unanimous support from this Common Council to help protect pets. Ms. Shanahan said the puppy and cat mills are horrendous.

**** MOTION PASSED UNANIMOUSLY BY VOICE VOTE**

XII. ADJOURNMENT

**** MR. HEUVELMAN MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY BY VOICE VOTE**

There was no further business and the meeting was unanimously adjourned by voice vote at 9:11 p.m.

ATTEST: _____
Donna King, City Clerk

AGENDAAUGUST 13TH, 2020CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:BILL No & AMOUNT REFUNDEDREASON**MOTOR VEHICLE**

BAKER KEITH WILLIAM	18-MV-304243	\$105.56	PRORATION
BARCIKOWSKA JOLANTA	19-MV-304689	\$29.25	PRORATION
CAB EAST LLC	18-MV-308912	\$268.11	PRORATION
	18-MV-308936	\$301.46	PRORATION
	18-MV-308941	\$283.16	PRORATION
	18-MV-401842	\$356.35	PRORATION
	18-MV-401883	\$174.24	PRORATION
CAB EAST LLC	18-MV-308830	\$299.84	PRORATION
CASTRO-SOLANO CARLOS J	18-MV-311051	\$110.51	PRORATION
	19-MV-311147	\$152.07	PRORATION
CCAP AUTO LEASE LTD	18-MV-311402	\$98.38	PRORATION
DEORIO JAY C	19-MV-317472	\$16.44	PRORATION
DYSON JOSEPH L	19-MV-319595	\$45.00	PRORATION
GRAB EDWARD L	18-MV-327230	\$253.48	PRORATION
HONDA LEASE TRUST	18-MV-330810	\$488.68	PRORATION
JONES ADAM CURTIS	17-MV-334167	\$78.34	PRORATION
KLEIN STEVE A	18-MV-408164	\$27.92	PRORATION
	18-MV-408163	\$43.95	PRORATION
	18-MV-408162	\$24.80	PRORATION
KLEMOV AARON SAMUEL	19-MV-337413	\$95.98	PRORATION
LIBERTE MARTINE	17-MV-408953	\$63.50	PRORATION
	18-MV-339616	\$224.49	PRORATION
LINDER ALEXANDRA C	19-MV-340206	\$30.56	PRORATION
MARCZAK BARBARA	19-MV-342621	\$134.44	PRORATION

AGENDA**AUGUST 13TH, 2020****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
MURPHY HUGH ROBERT	19-MV-347741 \$37.58	PRORATION
NEWTOWN GARY THOMAS	19-MV-410750 \$97.75	PRORATION
NISSAN INFINITI LT	18-MV-349019 \$154.76	PRORATION
OPALINSKI JOSEPH	18-MV-350369 \$97.28	PRORATION
PAPAZIDIS DEAN ALAN	18-MV-351553 \$195.69	PRORATION
STECKEL ROBERT RAYMOND	19-MV-363829 \$103.06	PRORATION
SUTKOWSKI HANNA	19-MV-364677 \$164.31	PRORATION
THEN NIDIA M	17-MV-373927 \$162.35	PRORATION
THIRD TAX DISTRICT	18-MV-413824 \$392.26	PRORATION
THOMAS ELVERET L	18-MV-365392 \$215.94	PRORATION
TOYOTA LEASE TRUST	18-MV-366802 \$218.57	PRORATION
	18-MV-367398 \$72.48	PRORATION
VACHHANI DHAVAL DINESHBHAI	19-MV-369106 \$262.66	PRORATION
VW CREDIT LEASING LTD	18-MV-371064 \$95.93	PRORATION
	18-MV-371309 \$109.31	PRORATION
	18-MV-374488 \$79.97	PRORATION
VW CREDIT LEASING LTD	18-MV-370789 \$243.74	PRORATION
VW CREDIT LEASING LTD	18-MV-371325 \$154.03	PRORATION
	18-MV-415278 \$122.14	PRORATION
VW CREDIT LEASING LTD	18-MV- SEE BACK UP \$1,495.48	PRORATION
VW CREDIT LEASING LTD	18-MV-371254 \$183.50	PRORATION

AGENDA

AUGUST 13TH, 2020

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:

BILL No & AMOUNT REFUNDED

REASON

REAL ESTATE

ALLEN ROBERT & WANG LOUISE

13 DOCK RD

5-84-94-0	16-RE-100943	\$6,487.50	DUP/OVER PYMT
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AYMERICH PABLO & ALISON

16 BOB WHITE	16-RE-101617	\$335.00
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5-13-137-0	17-MV-101702	\$352.00
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18-RE-101757	\$360.00	DUP/OVER PYMT
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DOVENMUEHLE MORTGAGE

175 WEST NORWALK RD

5-62-20A-0	19-RE-111349	\$9,239.98	DUP/OVER PYMT
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LUDWIN REMINGIUSZ & LUPINSKA EWA

11 CREEPING HEMLOCK DR

5-22C-54-0	16-RE-116021	\$5,646.79	DUP/OVER PYMT
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MAGER JASON

165 ROWAYTON WOOD DR

5-80-200-10165	16-RE-116297	\$3,080.79	DUP/OVER PYMT
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MAXFELDT KAMMY

7 YALE ST

5-10-78-0	16-RE-117077	\$2,766.30	DUP/OVER PYMT
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AGENDA

AUGUST 13TH, 2020

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:

BILL No & AMOUNT REFUNDED

REASON

SPECIAL REQUESTS

GERRY ELBRIDGE T III & JANE

6 NYLKED TER

6-60-11-0

16-RE-110335 \$11,449.11

DUP/OVER PYMT

VW CREDIT INC

BILL #	PLATE #	VIN#	AMOUNT
18-370877	1ASMJ9	3VW2K7AJ3FM276775	\$ 125.90
18-371055	AC10016	3VWL17AJ6FM318377	\$ 176.08
18-371068	9ADBF8	3VWL17AJ9GM360964	\$ 27.58
18-371123	AC66520	3VWD17AJ8GM273593	\$ 159.83
18-371209	AA95618	WVGBV7AX1GW557906	\$ 283.84
18-371225	633ZMY	WVGBV7AX5GW566091	\$ 220.61
18-371307	ISLAND	WAUF1GFF2G1018092	\$ 501.64
TOTAL			\$ 1,495.48



**CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office**

P: 203-854-7731 / F: 203-854-7770

125 East Avenue Room 105
Norwalk, Connecticut 06851

www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: August 11, 2020
Re: Narrative for July 2020 Tax Collector's Reports (2 qty)

There are two reports for the month of July, 2020. We are providing information on both the prior fiscal year's levy (2018 grand list), as well as the current year's levy (2019 grand list).

As of the end of July, 2020, we had collected more than \$128 million, or **36.70%** of our \$350+ million adjusted current tax levy on the 2019 grand list. We also collected in excess of \$328 million, or **98.63%**, of our \$333+ million adjusted tax levy on last fiscal year's prior (2018) grand list. As we cautiously hoped last month, the July figures exceed our conservatively budgeted collection rate of 98.6% for last year's collection in FYE 2020. Nonetheless, as expected this rate for FYE 2020 is still significantly less than (-0.32%) what we collected in the prior year (FYE 2019). Looking again at the current collection, through the end of July 2020, we are down significantly from last fiscal year (-7.59%).

This is attributed to COVID 19 in general, and to the extended grace period authorized by the state and the Norwalk Common Council. Most Norwalk taxpayers will have until Thursday, October 1, 2020 to pay their July 1 tax installment without interest.

One other factor in the drop in current collections is that Connecticut motor vehicle registrations are now valid for three years instead of only two. Prior to COVID, when the change to the vehicle registration cycle was announced, we predicted it would result in a steep drop in motor vehicle tax collections. The primary intent of the proposal was to reduce the number of customers going in to DMV branches, but it is having an ancillary effect. A significant number of taxpayers pay their vehicle taxes only when compelled to do so - because they are unable to register a vehicle at the state Department of Motor Vehicles until they bring their local motor vehicle property taxes current. This will be an ongoing issue in the years to come, as people will basically be able to go longer (three years, instead of two) without bringing their vehicle taxes current.

We will not be able to accurately assess where we stand until later this fall, when the extended grace period is concluded - after October 1.

As of the end of July, 2020, we collected more than \$6.5 million of our sewer use levy, or **39.0%**. We also collected 41.43% of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority. Compared with the prior fiscal year, as expected, we are behind with regard to sewer use collections (-4.06%) and the IPP fee (-15.45%). Again, we will know better where we stand, and we expect these numbers to smooth out, after October 1.

With regard to prior years' collections, through July, 2020, we showed a net collection of \$914,376 in back taxes, interest, lien fees and other fees, which is actually more than we collected in the prior fiscal year. This figure is

net, meaning we lost some prior year revenue due to recent settlements of court cases initiated by taxpayers who appealed their tax assessments.

Taxpayers are reminded that in spite of the pandemic, they still can pay their property taxes by mail, over the telephone, online, or in person at a walk up window at City Hall. Information is available on the tax collector's home page of the city website, www.norwalkct.org/taxcollector . When paying online, they may use an electronic check (ACH payment), or a debit, credit or ATM card. The cost of an electronic check is only \$0.95. We are encouraging taxpayers to consider using this as a convenient, cost effective and safe alternative that avoids the delays inherent in mailing payment and allows for a contact-less transaction.

City Hall remains closed to the public, but our office has remained staffed throughout the pandemic as we work under COVID 19 restrictions. Our office is no longer working in split shifts. Staff is reporting to work on a regular schedule, but we adhere to distancing directives, including wearing masks and remaining six feet apart.

We have continued to perform all of our statutory obligations. Our 'tax payment station' on the first floor of City Hall adjacent to the sidewalk has been open since April 28. The window is open Monday through Friday from 9 am – 4:00 pm. Beginning last week, Parks and Recreation, and the Customer Service Center, each opened stations in the city hall lobby area, and are assisting customers with in person transactions, although the building is still closed. Our collections, and all of our operations, remain significantly impacted by the closure of the building and the other effects of Covid 19. We have attempted to mitigate the drop in collections and to work around restrictions, including advertising payment options, communicating through the city website and social media, and opening the walk up window.

Our tax sale, which was scheduled for July 20, was put on hold and will not be rescheduled until we get word from the state of Connecticut that tax sales will again be permitted. The earliest that would happen would be in September 2020. We have continued to work on the sale, although in the background. Since we began working on this sale in November 2019, we have collected more than \$2.8 million on tax sale properties, with 75 accounts being paid in full. The planned tax sale has been a significant factor in stabilizing our tax collections, in spite of the effects of the pandemic. Were it not for the planned sale, our collections from the prior fiscal year would have been significantly lower, and it is likely we would not have been able to achieve our budgeted collection rate.

We have continued to perform all of our other functions, and have been able to remain fairly current with our work, thanks to bringing the full complement of seven full time workers in for a 37.5 hour week, effective July 20, 2020. We are up to date with processing payments, processing mail, issuing refunds and credits, releasing and filing tax liens, corresponding with taxpayers, issuing new bills and changed bills, redirecting bills for properties that were bought and sold, corresponding with escrow agents, and so forth. All of our state reports were filed on time. We also were able to provide records to, and work with, the team of external auditors, who began their annual work here during the last week of July 2020.

We consider ourselves 'essential' in terms of both function and service. We will continue to update our website with our hours of operation and other matters. I will keep everybody informed, and do whatever is necessary to fulfill our obligations.

**TAX COLLECTOR'S REPORT
JULY 2020**

FISCAL YEAR 2020-2021 (2019 GRAND LIST)		ADJ. TAX COLLECTIONS				
	ORIGINAL LEVY	JUN 20 - JUL 20	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$20,760,190.24	\$9,961,463.59	47.98%	\$20,694,029.51	(\$66,160.73)	48.14%
PERSONAL PROPERTY	\$20,000,411.00	\$2,739,694.13	13.70%	\$19,994,939.02	(\$5,471.98)	13.70%
REAL ESTATE	<u>\$310,928,205.46</u>	<u>\$115,933,805.08</u>	<u>37.29%</u>	<u>\$309,825,421.47</u>	<u>(\$1,102,783.99)</u>	<u>37.42%</u>
TOTAL TAX	\$351,688,806.70	\$128,634,962.80	36.58%	\$350,514,390.00	(\$1,174,416.70)	36.70%
SEWER USE	\$16,883,967.00	\$6,589,859.00	39.03%	\$16,894,924.00	\$10,957.00	39.00%
IPP FEE	\$200,500.00	\$83,488.53	41.64%	\$201,500.00	\$1,000.00	41.43%
FISCAL YEAR 2019-2020 (2018 GRAND LIST)		ADJ. TAX COLLECTIONS				
	ORIGINAL LEVY	JUN 19 - JUL 19	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$20,298,846.95	\$14,139,575.49	69.66%	\$20,171,969.50	(\$126,877.45)	70.10%
PERSONAL PROPERTY	\$18,801,474.70	\$4,505,424.86	23.96%	\$18,783,903.82	(\$17,570.88)	23.99%
REAL ESTATE	<u>\$292,525,761.66</u>	<u>\$127,813,291.89</u>	<u>43.69%</u>	<u>\$291,721,271.02</u>	<u>(\$804,490.64)</u>	<u>43.81%</u>
TOTAL TAX	\$331,626,083.31	\$146,458,292.24	44.16%	\$330,677,144.34	(\$948,938.97)	44.29%
SEWER USE	\$16,686,428.00	\$7,182,290.96	43.04%	\$16,676,177.00	(\$10,251.00)	43.07%
IPP FEE	\$203,250.00	\$118,749.03	58.43%	\$208,750.00	\$5,500.00	56.89%
TAX DIFFERENCE 2019 G.L. vs. 2018 G.L.						
INCREASE/(DECREASE)	<u>\$20,062,723.39</u>	<u>(\$17,823,329.44)</u>	<u>-7.59%</u>	<u>\$19,837,245.66</u>	<u>(\$225,477.73)</u>	<u>-7.59%</u>
SEWER DIFFERENCE 2019 G.L. vs. 2018 G.L.						
INCREASE/(DECREASE)	<u>\$197,539.00</u>	<u>(\$592,431.96)</u>	<u>-4.01%</u>	<u>\$218,747.00</u>	<u>\$21,208.00</u>	<u>-4.06%</u>
IPP DIFFERENCE 2019 G.L. vs. 2018 G.L.						
INCREASE/(DECREASE)	<u>(\$2,750.00)</u>	<u>(\$35,260.50)</u>	<u>-16.78%</u>	<u>(\$7,250.00)</u>	<u>(\$4,500.00)</u>	<u>-15.45%</u>
	FISCAL YR 2020-2021 (JUL 20 - JUL 20)	FISCAL YR 2019-2020 (JUL 19 - JUL 19)	CUR YR vs. PRIOR YR INC/(DEC)			
BACK TAXES COLLECTED						
PRIOR TAXES	\$686,454.95	\$537,989.52	\$148,465.43			
PRIOR SEWER USE FEE	\$50,144.04	\$27,210.36	\$22,933.68			
PRIOR IPP FEE	<u>\$1,250.00</u>	<u>\$1,321.41</u>	<u>(\$71.41)</u>			
TOTAL PRIOR TAX, SEWER & IPP	\$737,848.99	\$566,521.29	\$171,327.70			
CURRENT INTEREST	\$0.00	\$0.00	\$0.00			
PRIOR INTEREST	\$155,532.17	\$90,171.46	\$65,360.71			
SEWER USE FEE INTEREST	\$6,956.61	\$4,061.44	\$2,895.17			
IPP FEE INTEREST	<u>\$282.39</u>	<u>\$110.13</u>	<u>\$172.26</u>			
TOTAL INTEREST COLLECTED	\$162,771.17	\$94,343.03	\$68,428.14			
PRIOR LIEN FEE	\$0.00	\$1,999.86	(\$1,999.86)			
CURRENT LIEN FEE	<u>\$2,721.65</u>	<u>\$0.00</u>	<u>\$2,721.65</u>			
TOTAL LIEN FEE COLLECTED	\$2,721.65	\$1,999.86	\$721.79			
MISC FEES COLLECTED	\$11,033.99	\$5,755.70	\$5,278.29			
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$914,375.80	\$668,619.88	\$245,755.92			

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

ADT'L 60-DAY COLLECTION

TAX COLLECTOR'S REPORT
JULY 2020

FISCAL YEAR 2019-2020 (2018 GRAND LIST)		ADJ. TAX COLLECTIONS JUN 19 - JUL 20		COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY						
AUTOMOBILE-REGULAR	\$20,298,846.95	\$18,993,775.23		93.57%	\$19,877,692.99	(\$421,153.96)	95.55%
AUTOMOBILE-SUPPLEMENTAL	\$3,411,633.59	\$3,052,582.09		89.48%	\$3,398,918.64	(\$12,714.95)	89.81%
PERSONAL PROPERTY	\$18,801,474.70	\$18,043,729.88		95.97%	\$18,695,119.74	(\$106,354.96)	96.52%
REAL ESTATE	\$292,525,761.66	\$288,632,428.23		98.67%	\$291,305,195.16	(\$1,220,566.50)	99.08%
TOTAL TAX	\$335,037,716.90	\$328,722,515.43		98.12%	\$333,276,926.53	(\$1,760,790.37)	98.63%
SEWER USE	\$16,686,428.00	\$16,377,108.26		98.15%	\$16,582,171.30	(\$104,256.70)	98.76%
IPP FEE	\$203,250.00	\$178,865.84		88.00%	\$205,500.00	\$2,250.00	87.04%
FISCAL YEAR 2018-2019 (2017 GRAND LIST)		JUN 18 - JUL 19		COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY						
AUTOMOBILE-REGULAR	\$19,785,892.64	\$18,607,043.05		94.04%	\$19,381,164.02	(\$404,728.62)	96.01%
AUTOMOBILE-SUPPLEMENTAL	\$3,590,970.07	\$3,197,122.34		89.03%	\$3,511,092.67	(\$79,877.40)	91.06%
PERSONAL PROPERTY	\$21,248,718.54	\$20,640,645.90		97.14%	\$21,243,560.76	(\$5,157.78)	97.16%
REAL ESTATE	\$280,979,420.26	\$279,329,607.44		99.41%	\$281,044,040.21	(\$489,763.80)	99.39%
TOTAL TAX	\$325,605,001.51	\$321,774,418.73		98.82%	\$325,179,857.66	(\$979,527.60)	98.95%
SEWER USE	\$15,844,431.00	\$16,118,009.50		101.73%	\$16,272,566.00	\$428,135.00	99.05%
IPP FEE	\$207,250.00	\$183,663.53		88.62%	\$207,000.00	(\$250.00)	88.73%
TAX DIFFERENCE 2018 G.L. vs. 2017 G.L. INCREASE/(DECREASE)							
	\$9,432,715.39	\$6,948,096.70		-0.71%	\$8,097,068.87	(\$781,262.77)	-0.32%
SEWER DIFFERENCE 2018 G.L. vs. 2017 G.L. INCREASE/(DECREASE)							
	\$841,997.00	\$259,098.76		-3.58%	\$309,605.30	(\$532,391.70)	-0.29%
IPP DIFFERENCE 2018 G.L. vs. 2017 G.L. INCREASE/(DECREASE)							
	(\$4,000.00)	(\$4,797.69)		-0.62%	(\$1,500.00)	\$2,500.00	-1.69%

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

§ 32-8. Prohibited gifts.

- A. Except as otherwise provided in this section, an Officer or Employee within the scope of his or her official responsibility and/or authority shall not, directly or indirectly, solicit or accept any gift, form of service, compensation or any item of property of a value exceeding \$150 in aggregate over the period of one Year, from anyone or any institution covered by this code.
- B. No Officer or Employee shall, knowingly or unknowingly, give, directly or indirectly, any gift in violation of this subsection.
- C. Notwithstanding the foregoing, this subsection does not prohibit the following:
 - (1) Gifts or social courtesies related to a family relationship or established personal friendship between an Officer or Employee and the donor, which are not designed to influence the judgment or action of the Officer or Employee within the scope of his or her official responsibility and/or authority.
 - (2) Attendance at events of a charitable, public, governmental, informational or business nature where refreshments may be served and small souvenirs of the event, may be distributed or made available to all attendees, and which are not designed to influence the proper judgment or action of the Officer or Employee within the scope of his or her official responsibility and/or authority.
 - (3) Political contributions received in compliance with applicable laws and regulations.
 - (4) Loans obtained according to prevailing commercial practices at the prevailing public rates of interest.
 - (5) Customary performance and merit awards or honorariums, bestowed in compliance with applicable City practices.
 - (6) Certificates, plaques, awards or other ceremonial awards having a value of not more than \$200 as well as any other things of value given to Officers or Employees as part of an official recognition/incentive program.
 - (7) Meals and refreshments provided to an Officer or Employee, which are not designed to influence the proper judgment or action of the Officer or Employee in a matter within his or her authority, at any meeting at which the Officer or Employee attends within the scope of his or her official responsibility and/or authority.
 - (8) Goods or services provided to the City.
 - (9) Meals and refreshments served in an Individual's personal home.
 - (10) A rebate or discount on the price of anything sold for value made in the ordinary course of business without regard to the Person's status as an Officer or Employee of the City.

(11) Printed or recorded information, photographs, and maps germane to governmental action or functions.

D. The Board of Ethics is encouraged to periodically review the monetary exceptions listed herein (Section 32-8) to determine if the amount should be adjusted, and submit any recommendation for change to the Common Council.

§ 32-8. Prohibited gifts.

A. Except as otherwise provided in this section, an Officer or Employee within the scope of his or her official responsibility and/or authority shall not, in the course of his or her work for the City shall not, directly or indirectly, solicit or accept any gift, form of service, compensation or any item of property of a value exceeding \$150100 in aggregate over the period of one yYear, from anyone or any institution, including but not limited to an Immediate Family member covered by this code.

B. No Officer or Employee shall, knowingly or unknowingly, give, directly or indirectly, any gift in violation of this subsection.

C. Notwithstanding the foregoing, this subsection does not prohibit the following:

(1) Gifts or social courtesies related to a family relationship or established personal friendship between an ~~officer~~Officer or ~~employee~~Employee and the donor, which are not designed to influence the judgment or action of the ~~officer~~Officer or ~~employee~~Employee within the scope of his or her official responsibility and/or authority.

(2) Attendance at events of a charitable, public, governmental, informational or business nature where refreshments may be served and small souvenirs of the event, ~~of a minor monetary value, (not exceeding \$ 100 \$50 in value per year)~~ may be distributed or made available to all attendees, and which are not designed to influence the proper judgment or action of the ~~officer~~Officer or ~~employee~~Employee within the scope of his or her official responsibility and/or authority.

(3) Political contributions received in compliance with applicable laws and regulations.

(4) Loans obtained according to prevailing commercial practices at the prevailing public rates of interest.

(5) Customary performance and merit awards or honorariums, bestowed in compliance with applicable City practices.

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Certificates, plaques, awards or other ceremonial awards having a value of not more than \$200 as well as any other things of value given to Officers or Employees as part of an official recognition/incentive program.

(6) ~~Awards, gifts or other items of value given to employee~~Employees as part of an official ~~employee~~Employee recognition/incentive program. ~~Certificates, plaques, awards or other ceremonial awards having a value of not more than \$200 as well as any other things of value given to Officers or Employees as part of an official recognition/incentive program.~~

Meals and refreshments provided to an Officer or Employee, which are not designed to influence the proper judgment or action of the Officer or Employee in a matter within his or her authority, at any meeting at which the Officer or Employee attends within the scope of his or her official responsibility and/or authority.

(7) Meals and refreshments ~~(not exceeding \$100 \$50 in value per year)~~ provided to an ~~officer~~Officer or ~~employee~~Employee, which are not designed to influence the proper judgment or action of the ~~officer~~Officer or ~~employee~~Employee in a matter within his or her authority, at any meeting at which the ~~officer~~Officer or ~~employee~~Employee attends within the scope of his or her official responsibility and/or authority.

Goods or services providedd to the City.

(8) Goods or services providedd to the City.

Meals and refreshments served in an individual's personal home.

(9) Meals and refreshments served in an individual's personal home.

A rebate or discount on the price of anything sold for value made in the ordinary course of business without regard to the Person's status as an Officer or Employee of the City.

(10) _____ A rebate or discount on the price of anything sold for value made in the ordinary course of business without regard to the person's status as an ~~officer~~Officer or ~~employee~~Employee of the City.

(11) _____ Printed or recorded information, photographs, and maps germane to governmental action or functions.

(12) _____ ~~Certificates, plaques or other ceremonial awards having a value of not more than \$200.~~

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The Board of Ethics is encouraged to periodically review the ~~monetary~~ exceptions listed herein (Section 32-8) to determine if the amount should be adjusted, and submit any recommendation for change to the Common Council.

D. The Board of Ethics is encouraged to periodically review the ~~monetary~~ ~~monetary~~ exceptions listed herein (Section 32-8) to determine if the amount should be adjusted, and submit any recommendation for change to the Common Council.

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~~Dated at Norwalk, Connecticut this ____ day of July 2020.~~

~~ATTEST: _____~~

~~Donna I. King, City Clerk~~

~~THE HOUR: Please publish once on Friday, August 7, 2020~~



MEMORANDUM

August 20, 2020

TO: Members of the Norwalk Common Council
FROM: Bryan Baker, Land Use Planner
RE: Solar for All Campaign/Sustainable CT

Council Members,

As part of the City's Sustainable CT application, Staff recommends the city consider participating in the program's *Solar for All* campaign. The goal of the campaign is to provide solar energy to homeowners without requiring a credit check or down payment, providing access to lower-income families that normally would not qualify for the installation of solar panels. The campaign is financed through a public-private partnership between the solar company PosiGen and the Connecticut Green Bank.

How the *Solar for All* campaign benefits Norwalk:

- Provides solar panels at no cost to lower-income and moderate-income families
- Reduces carbon footprint and reliance on fossil fuels
- Accomplishes Actions 6.8 Implement a Community Energy Campaign and 9.1 Optimize for Equity of our Sustainable CT application

The *Solar for All* campaign requires the City to assist in promoting the campaign to residents, seek community leaders to assist in publicizing the campaign and use of the Norwalk logo on promotional material related to the campaign. One issue with the campaign that needs to be kept in mind is that the campaign only applies to Eversource customers, so lower-income individuals that are served by South Norwalk Electric and Water would not be eligible for the program.

In our current situation of virtual public meetings, *Solar for All* campaigns have been successfully in Bristol, Mansfield and Windham. The anticipated timeline of the campaign is approximately 16 weeks.

Attached is more information regarding the campaign.

ACTION: Authorize the Mayor, Harry W. Rilling, to execute an agreement with PosiGen and the Connecticut Green Bank for the Solar for All campaign and authorize their use of the Norwalk city logo on campaign related promotional materials.

Solar for All for Sustainable CT 2020

CAMPAIGN DESCRIPTION

Solar for All is a [nationally recognized program](#), financed through a public-private partnership between [PosiGen](#), and the [Connecticut Green Bank](#). The program offers homeowners a no-money-down, no credit required solar lease *and* energy efficiency upgrades to reduce the burden of Connecticut's high energy costs. The *Solar for All* initiative relies on a community-driven campaign style of marketing to successfully reach homeowners in underserved markets. The unique accessibility of this offer brings solar and energy efficiency to homeowners who are left out of traditional programs. *Solar for All* campaigns have been run in Bridgeport, New Haven, New London, Hartford, [Hamden](#), Greater Hartford, and Middletown.

The *Solar for All* team **relies on municipal leadership and community connections to guide campaign efforts** to reach more homeowners, especially in underserved communities. This program is being offered to towns through Sustainable CT to satisfy [Action 6.8 Implement a Community Energy Campaign](#) and [Action 9.1 Optimize for Equity](#). The Sustainability Team and municipal leadership will work with the *Solar for All* team for a 5-month period in order to implement a 16-week campaign. To participate, municipalities must submit a Letter of Interest by February 28th, 2020, and will be selected on a first-come, first-serve basis.

Municipalities are required to pair this action with [Action 9.1 Optimize for Equity](#). Towns who do not have a significant Low-and-Moderate Income Homeowner population are encouraged to instead consider hosting a workshop event and earn credit for [Action 7.1 Hold a Sustainability Event](#). Reach out for more information.

HOW IT WORKS

The *Solar for All* team will meet with municipal leadership to review the customer contract, details of the offering, and the campaign plan. Prior to the commencement of a campaign, the *Solar for All* team and Sustainability team will meet with a Sustainable CT Equity Coach as well as host introductory meeting with potential campaign partners. Once launched, the community and campaign team will actively promote the *Solar for All* offering through media events, workshops, tabling, presentation events, and other outreach channels. Interested customers will be able to contact the PosiGen team directly to sign up for a no-cost solar home assessment. Towns interested in participating in a *Solar for All* campaign should review the roles and responsibilities and **submit a Letter of Interest (LOI) to Sustainable CT by February 28th** to participate. LOIs will be accepted on a rolling basis. The number of campaigns for 2020 is limited and spots will be filled based on need and on a first-come, first-serve basis. Regional campaigns are highly encouraged to maximize the number of participating towns.

ROLES / RESPONSIBILITIES

Municipality must:

- Assign at least one municipal representative as the point of contact for the campaign
- Agree to promote the *Solar for All* program to residents, encourage collaboration from relevant town departments and/or staff (Community Engagement, Library Services, School Superintendent) to work with campaign team on promotion or event participation where appropriate

- **Actively seek partners within the community, make introductions to nonprofits, church, school or other leading community organizations**
- Approve the use of the municipal logo on campaign material and promotion of materials on municipal calendar, website, social media and other promotional channels
- Participate in weekly check in calls and attendance at kickoff event and potentially other selected campaign events
- Coordinate with Sustainable CT staff and a Sustainable CT Equity Coach prior to the commencement and during the rollout of a campaign to apply the Equity Toolkit effectively
- [If municipality plans to work with surrounding municipalities] Agree to identify at least one municipal representative from partner municipalities and work together to coordinate campaign efforts

Solar for All team

- Staff from PosiGen and the CT Green Bank will be responsible for overall campaign administration, with support from their respective marketing departments and PosiGen residential energy specialists
- Coordinate marking and outreach including developing the campaign strategy, staffing all meetings and events, and creating all marketing materials
- Implement campaign strategy with valuable help from the Sustainability Team and municipal input, including carrying out regular canvassing in the community
- Track campaign activities, leads generated, and contracts signed
- PosiGen will be responsible for assessing homes, responding to all customer interests, diligently scheduling appointments, contracting with the customer, and installing the solar system and energy efficiency measures.
- PosiGen will cover the costs of all staff time, canvassing efforts, campaign materials (including flyers, lawn signs, general signage), with an estimated value no greater than \$15,000 per campaign
- Draft deliverables and documentation for Action 6.8 and Action 9.1
- Coordinate with municipality and Sustainable CT Equity Coach to incorporate the Equity Toolkit process into the campaign strategy

ANTICIPATED TIMELINE

Prior to Campaign	Month 1	Month 2	Month 3	Month 4	Month 5
Submit LOI to host a <i>Solar for All</i> campaign	Planning Meeting	Kickoff Event	Homeowner Workshop #2	Homeowner Workshop #3	Homeowner Workshop #4
Initial Planning Phone Call	Development of Campaign Materials	Homeowner Workshop #1	Spotlight Event		Campaign Deadline
	Initial Outreach Meetings with Community Groups	Spotlight Event (Live Install, Solar Show & Tell, etc.)			Develop Sustainable CT Deliverables
Initial Planning Meeting with Equity Coach	Carry out process outlined in Equity Toolkit to develop and implement an inclusive energy campaign.				
	(Bi)Weekly Tabling and Canvassing (E.g. Community Center, Library)				



City of Norwalk – Community & Economic Development

125 East Avenue, Norwalk, CT 06851

TO: MEMBERS OF THE NORWALK COMMON COUNCIL

FROM: SABRINA CHURCH, DIRECTOR OF BUSINESS DEVELOPMENT & TOURISM

DATE: AUGUST 20, 2020

SUBJECT: NORWALK NOW CONTRACT

Introduction/Overview:

In October of 2017, the Norwalk Parking Authority launched Norwalk Now, a public relations and marketing tool and team to increase awareness and patronization of entertainment related small businesses in South Norwalk. The program was sponsorship based and consisted of 25 different businesses within South Norwalk and Wall Street – West Avenue.

The model, as of September 1st, 2019 changed to remove barriers to entry such as sponsorship fees and expanded the geography to include all neighborhoods in Norwalk including South Norwalk, Wall Street, Rowayton, East Norwalk, the beaches, and many others. Participation has grown to 129 participants since the new model's launch. The participants are still concentrated majorly in the urban core, 79 of them (56 in South Norwalk and 23 in Wall Street/West Avenue). The next majority with 21 businesses, is in East Norwalk, a dense, village neighborhood near the East Norwalk Train Station. The remaining 29 businesses are scattered among the Route 7, West Norwalk, Broad River, and Rowayton neighborhoods.

This year, the current contract with MaxEx Public Relations will expire. As a result the City, in partnership with the Parking Authority, underwent an RFP process. This is required when any contract reaches its expiration. We received 11 submissions and interviewed 6 firms. Of the 6 firms, the review committee unanimously agreed that Dornenburg Kallenbach Advertising (DKA) was the most well equipped to take over the current platform and shepherd Norwalk Now into the next phase.

The new firm was approved by the Parking Authority at their meeting on August 12, 2020. As the City will be a managing partner and third party on the contract, approval from the full Common Council is also required.

RFP Process Overview:

The RFP was crafted with comments and direction from the City of Norwalk's Purchasing department and was released on June 11th with submissions closed on June 25th. The scope included current Norwalk Now functions such as social media, website support, graphic creation, video recording, and overall public relations and business promotional support. Norwalk Now previously covered events, however, this function is being transferred to a City Special Events Coordinator that will be selected in a separate RFP process. The scope also included expanding on the current model to have a more holistic tourism aspect. This will include expanding on overall neighborhood attraction, parks, beaches, and trails. This will transform Norwalk Now into a tool that can be used not only to support businesses but to attract visitors to the City. The full RFP is attached to this memo as Attachment A.

Selection Process and Results:



City of Norwalk – Community & Economic Development

125 East Avenue, Norwalk, CT 06851

Eleven responses were collected and reviewed. Of the 11 responses, the top 6 firms were chosen for 30 minute interview sessions that were conducted by the selection committee which was comprised of staff, a member of the Parking Authority, and a member of the Common Council. Following the interviews each committee member evaluated the firms' presentations and the firm with the highest overall score was selected, DKA.

Transition:

As DKA is the newly selected consultant there will be a transition of assets from MaxEx to DKA. There will be a portion of overlap of the two consultants so that the effect on businesses is non-existent. Campaigns will be continued from MaxEx in partnership with the new consultant while the new consultant implements their subsequent programming. This will ensure a smooth transition and training period for the new Norwalk Now team.

Overall Project and Contract Management:

The \$100,000 annual agreement price would be covered by the Parking Authority Budget but overall project management will be from the Department of Business Development & Tourism (BDT). The consultant will provide monthly detailed invoicing that shows the scope of services advancing and the Director of BDT will approve the monthly invoice before the Director of TMP signs off on official payment. The NPA is the funding partner, while the NPA clearly has interest in promoting Business Development & Tourism and Economic Development type initiatives based on their strategic plan, the primary focus is that the funding is spent responsibly and on the agreed upon scope.

The consultant in partnership with BDT will provide quarterly updates to the contracting parties which includes the NPA and the City of Norwalk through the Mayor's Office and the Planning Committee of the Common Council. Each implemented program will have trackable indicators and KPIs to inform dollar amounts per impression. This will ensure that every implemented marketing tactic is effective and that funding is spent reasonably and responsibly.

Contract Terms:

The selected consultant would enter a three-party contract with the Parking Authority, City of Norwalk, and DKA for a one-year term for \$100,000. There will be 4 subsequent 1-year contract extension options. Should for any reason the parties (NPA or the City) wish to change consultants after year one, the RFP process could begin again and a new consultant would then be selected for the 2nd term of the contract.

ACTION: Authorize the Mayor, Harry W. Rilling, to execute a three party agreement with the Norwalk Parking Authority and Dorenburg Kallenbach Advertising to provide Citywide Marketing Communication Services in a sum not to exceed \$100,000 for Fiscal Year 2020-2021.

ATTACHMENT A**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:	4029
REQUESTING DEPARTMENT:	Economic Community Development
DATE OF RFP ISSUANCE:	06/11/2020
TITLE OF RFP:	Marketing/Communication Services
RFP SUBMISSION DEADLINE:	06/25/2020
MANDATORY WALKTHROUGH:	YES () NO (X)
DATE, TIME AND LOCATION OF WALKTHROUGH	N/A
TIME OF RFP OPENING:	2:00 PM
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 ACKNOWLEDGEMENT FORMS (ONE ORIGINAL PLUS FIVE (5) COPIES)**
- 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. IF A BIDDER USES A COURIER SERVICE FOR RFP DELIVERY, IT SHALL BE THE BIDDER'S RESPONSIBILITY THAT THE RFP REACHES THE PURCHASING DEPARTMENT BY THE DATE AND TIME SPECIFIED HEREIN.
3. ALL RFPS SUBMITTED TO THE CITY MUST BE IN A CLEARLY MARKED AND SEALED ENVELOPE.
4. OBLIGATION OF BIDDERS:
 - a. AT THE TIME OF OPENING RFPS, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE HIM/HERSELF THROUGLY 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 HIM/HERSELF OF THE CONDITONS RELATING TO THE WORK WHICH WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF HIS/HER OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. INSASMUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT HIS/HER WORK, EMPLOY SUCH MEANS AND METHODS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.
5. 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 is requesting proposals from marketing consultant and/or firms for the management of Norwalk Now and all digital marketing to support Norwalk businesses. This would include management of the Norwalk Now platform, technical assistance to businesses on navigating and signing up for the platform, digital promotions, and social media promotion and management. This could also include other forms of marketing like printed advertisements and the like. The budget for this project is \$100,000.00. 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.org>. 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.org>. 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.org. Please include the Project Number and Project Title in the subject line. The deadline for the submission of questions is 2:00 pm, June 18, 2020.

6. SUBMISSION OF RFP

All sealed RFPs should be submitted to the City of Norwalk's Purchasing Department no later than June 25, 2020 at 2:00 pm at the address listed below:

City of Norwalk Purchasing Department
125 East Avenue, Room 202
Norwalk, CT 06856-5125

CITY OF NORWALK

PURCHASING DEPARTMENT

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 <http://www.norwalkct.org>. RFP results will not be provided over the phone.

SPECIAL NOTES:

1. The RFP submission (original and copies) **is required to be delivered** the Purchasing Department. Uploading a digital copy will also **be required** for this project.
2. **Submission:** As of 03/16/2020, the Norwalk City Hall is closed to the public. Please use a courier service to deliver the submission to the above address by the due date and time. Also, please upload an electronic copy to Bonfire by the due date and time. Thank you for your consideration and we apologize for the inconvenience.
3. **Public Opening:** Per the City of Norwalk Purchasing Guidelines (<https://www.norwalkct.org/DocumentCenter/View/334/City-Procurement-Guidelines?bidId=>) 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. Due to Norwalk City Hall being closed to the public as of 03/16/2020 and 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. Exceptions must be declared below in order to be considered by the City:

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CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

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

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

The undersigned further understands and agrees that he 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 LUMP SUM FEES – Initial Periods – Annual Fee (Twelve (12) Months)

1	Proposed Annual Fee – Year 1	\$
2	Proposed Annual Fee – Year 2	\$
3	Proposed Annual Fee – Year 3	\$
4	TOTAL PROPOSED LUMP SUM FEES: Years 1-3	\$
TOTAL PROPOSED LUMP SUM FEES – IN WRITING		

B. PROPOSED LUMP SUM FEES – Potential Extension Periods – Annual Fee (Twelve (12) Months)

5	Proposed Annual Lump Sum Fee – Year 4	\$
6	Proposed Annual Lump Sum Fee – Year 5	\$

**CITY OF NORWALK
PURCHASING DEPARTMENT**

C. CERTIFICATION

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

D. 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. Attach a financial statement or other supportive documentation. 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 License/Registration Number:			
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.

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>

END of SECTION

SECTION 2 – SCOPE OF WORK / PROJECT SPECIFICATIONS

2.1 Introduction

The primary objective is to effectively partner with a firm to provide professional advertising, marketing, public relations, media planning and placement, and further website development and maintenance and overall communication strategy for the Norwalk Now platform. The firm must be responsive to advertising effectiveness, tracking studies, drive social media efforts and develop strategic plans.

2.2 Background Project Overview

Since May 2017, the Norwalk Parking Authority, in partnership with the Norwalk Redevelopment Agency and the City of Norwalk, have built the Norwalk Now brand to promote and market businesses throughout the Urban Core. With over 200 businesses participating and an active social media platform, the brand has been successful to date in promoting small business throughout Norwalk's neighborhoods.

As a next step in the development of the Norwalk Now brand, the City of Norwalk and the Norwalk Parking Authority look to secure professional services in connection with the Plan of Conservation and Development (POCD) to further market and promote economic activity throughout neighborhoods.

Moving forward, the City of Norwalk and the Norwalk Parking Authority would like to establish two distinct elements of the Norwalk Now brand, through the release of two RFPs. The first element will be a continuation of the good work done to promote small business through marketing and promotion, using social media and web based approaches. The second element will focus on City led public events and activities that provide a consistent offering for the public to gather, which will promote local business through participation.

In this RFP, the City of Norwalk and the Norwalk Parking Authority seeks professional services to promote small business through marketing and promotion, using social media and web based approaches.

NorwalkNow: <https://norwalknow.org/>

2.3 Scope of Services

The selected Firm will be expected to service the marketing (advertisement, public relations, etc. The list below includes the required services to be provided:

A. WEBSITE

- Maintain the current NorwalkNow website to include enhancements and modifications as deemed necessary through working with the site host GoNation.
- Provide site log reports to help measure and understand visitor behavior in order to improve website performance and availability; including, but not limited to:
 - Web traffic analysis
 - Path analysis
 - Visitor trends
 - Page views
- Create news content and graphics/photography (2x month or more)
- Garner new business participation and provide technical assistance as needed

- Business outreach/updates via email (weekly)
- Curate weekly shouts (content and graphics)
- Provide exclusive event calendar listings (including promotion and graphics as needed)
- Participant database upkeep (from site to email platform) – list should be maintained and shared with Business Development & Tourism Staff at least monthly

B. SOCIAL MEDIA / YOUTUBE CHANNEL

- Content: Google Alerts, businesses' newsletter sign-ups, outreach via email follow social platforms, maintain photography and graphics portfolios, Norwalk Now announcements and event promotions, contests
- Facebook (8-12 posts/week), Instagram (daily), Instagram Stories (7-14/week), Twitter (3-7/week)
- Partner Platforms and Norwalk Platforms postings (weekly)
- Norwalk Now YouTube Channel content promotion highlighting larger events or groupings of businesses/neighborhoods
- Video production. All graphics and video editing to be included. Update Norwalk Now YouTube page and repost/refresh.
- Monthly analytic reports to City Staff

C. MARKETING

- Email:
 - To consumers (2x month or more) including creation of graphics and content.
 - Business outreach (2x month+). Graphics / content. Google forms for event and promotional sign-ups. Maintain database capture for both consumer and businesses. Tag businesses with category and neighborhood.
 - Business outreach for relative City communications.
- Text Program
 - 2x weekly VIP Text Offers
 - Business outreach, graphics, programming, and monitoring
- Photography – On-going photo shoots for organic photography
- Videos – on-going topical promotions and messaging. Post to social and YouTube Channel. Monthly.

D. EVENTS/PROMOTIONS

- Graphics, promotion, photo/video capture, post event exposure
 - Management and curation of events will be completed by a Special Events Coordinator in partnership with the Business Development & Tourism office.

E. PUBLIC RELATIONS / MEDIA

- Press releases and media outreach (Norwalk Now, Norwalk Parking Authority, City)
- Media and social media outreach, events/visits, media resource, media tracker/coverage book program and analytics

- Post to news tab on Norwalk Now
- Norwalk Magazine column (monthly) : <https://townvibe.com/norwalk-magazine/>

F. ADVERTISING

- Graphics as needed
- Parking garage kiosks, CTbites, Townvibe, more
- Banner rotation in urban neighborhoods

G. BUSINESS SUPPORT

- Promotional graphics as needed
- Collaborations on larger events/promotions

H. ACCOUNT MANAGEMENT & REPORTING

- Meet with the Business Development and Tourism Director as needed for the purposes of carrying out initiatives.
- Maintain internal procedures that ensure budget control, prompt billing and quality control, including but not limited to auditing invoices for space, time, preparation and services.
- Prepare cost schedules and project sheets for advertising expenditures and other related costs and secure the Director's approval of all expenditures with regard to authorized advertising by submitting preproduction estimates.
- Assign and aid in the prosecution, application, registration, and defense of all applicable intellectual property.
- Provide weekly status reports, or as otherwise requested, to the Business Development and Tourism Director updating the progress of all projects.
- Provide monthly, quarterly and annual performance cost analysis for investment.
- Develop analytical data reports and KPI's in collaboration with the Business Development and Tourism Director to measure overall effectiveness and performance, and provide detailed reports monthly.

2.4 Qualifications

The successful Firm must demonstrate experience in the following areas:

- Experience in the implementation of similar or related initiatives to ones contained in the scope of work
- Experience in innovative technologies and initiatives that are outside of the scope of work that could be in addition to the scope of work
- Demonstrated creative approaches in regards to communication and marketing strategies
- Demonstrated relevant experience of the proposed key personnel in working with client groups that include state and governmental agencies and the general public
- Must be authorized to conduct business in the State of Connecticut

2.5 Proposal Submission Format

All responses to this RFP must be in sealed envelopes and marked with the RFP reference title, the RFP number, and due date and time. The Candidate's name and address must appear on the envelope. 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. Proposals should be prepared simply and economically, providing a straightforward, concise description of the applicant's ability to meet the requirements of the RFP's scope of work and any additional marketing initiatives the firm would consider undertaking. Fancy bindings, colored displays, promotional materials, and so forth are not desired. Emphasis should be on completeness and clarity of content and ability to perform the desired tasks.

The City reserves the right to reject proposals/parts thereof or to solicit new proposal and award contracts as it deems in its best interest. All proposals will remain property of the City.

Original and copies proposals should be double-sided and secured by a binder clip or a staple.

Prospective Proposers are to address the criteria below as part of their submitted proposal.

Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and will be evaluated based on the following factors and the following, in this order:

- A. LETTER OF TRANSMITTAL:** Clearly indicate the single contact (principal-in-charge), mailing address, email, telephone and facsimile numbers. Indicate unique features of the organization and the project team that makes the team uniquely suited to undertake this specific project.
- B. STRATEGIC PLANNING & EVALUATION:**
 - 1. Describe your agency's approach to strategic planning and the evaluation measures that are imposed during the process to ensure that the thinking generated and solutions presented best serve the interests of the client. (Limit to one page)
 - 2. Provide an explanation of how your agency measures/determines the effectiveness of advertising/marketing programs and campaigns including return on investment (ROI). (Limit to one page)
- C. RELEVANT EXPERIENCE:**
 - 1. Describe 2-3 examples of your firm's experience in marketing a product or service that translates well into marketing Norwalk as an ideal place for people to locate or visit. Highlight your agency's ability to generate a relevant strategy and effective communications that speaks to relevant audiences, particularly as it relates to your understanding of the "sweet spot" of various offerings in terms of the core consumers.
 - 2. Describe in what way you are familiar with the Norwalk's assets and opportunities.
 - 3. Provide samples of any of the following work completed by your agency. You may provide samples in electronic format (e.g. links, flash drive, etc.).
 - i. Trade print
 - ii. Digital/Online/Website
 - iii. Collateral
 - iv. Video and Photography

D. CREATIVITY

1. Provide examples of your agency's creative work that cover an integration of communications efforts across a spectrum of disciplines and consumer touch points. You may provide samples in electronic format (e.g. CD or Flash Drive).
2. Provide additional examples of how you would further promote Norwalk Now and Norwalk that are not currently covered by current operations listed in the Scope of Services.

E. DIGITAL/WEBSITE

1. Describe your experience and approach to website maintenance and content creation.
2. Provide examples of other companies, businesses, or cities who you have partnered with on website support.

F. MEDIA

1. Briefly outline your firm's overall media capabilities (traditional and non-traditional), e.g., media data/intelligence resources, planning, buying, implementation, monitoring, evaluation and overall stewardship of your client's funds. If all or a certain portion of your clients' media is not planned or purchased by your firm, please indicate with whom your firm works in this regard.
 - i. Please note that all firms must maintain the relationship with the current website host GoNation to ensure consistency of the platform.

G. SCOPE OF SERVICES, AND PRICING: The proposal shall clearly identify the Scope of Services for each initiative of the project and a unit cost for services for each initiative of the project. Where hourly rates may apply, a cost schedule of hourly rates for each job classification and job title and unit costs must be submitted for all items set forth in the proposal. All rates and fees will be fixed for the duration of the contract. Materials or services not listed but that may be required or are expected to be used by the consultant in performing the tasks related to the Agreement must be listed with the proposal. Job titles and classifications must be explained in terms of degree of responsibility, minimum qualifications, and expected scope of duties for the purpose of defining proposed schedule of hourly rates. Prices for expendables must be expressed as cost plus percentage mark-up. Overhead costs, including, without limitation, faxing, cellular phone air time, and computer processing time, must be borne exclusively by the consultant as a cost of doing business.

H. KEY PERSONNEL

Identify the individuals from the firm who will be involved in the project and their responsibilities. Provide brief biographical data of the primary participant(s), including the Project Manager. Further, provide a separate list of the other key personnel of the proposed team setting forth the name of such persons and corresponding title.

I. SUMMARY OF DEMONSTRATED EXPERIENCE.

Describe the firm's projects and experience during the last three years that is similar to the work described in the Scope of Work or that proposer believes would be relevant in evaluating the firm's capabilities to perform the work, including:

- Contracts involving similar work performed by the firm and a list of personnel who worked under these contracts and will be performing the work covered by this RFP.
- Contract amount and brief, concise description of the services stated in the contract.
- Any extraordinary projects or problems or both encountered during performance of such contracts. Describe the complexities and innovative approaches used to solve such problems.
- Financial information to demonstrate the financial stability of the firm to successfully provide uninterrupted service for one year.
- Also, include all information and circumstances regarding any legal dispute resulting from services provided by the proposer for which settlements have been made.
- References. Include three appropriate references, a contact name, address, and telephone number. These references should be able to substantiate the proposer's ability to perform the work required.

The City shall rely on the accuracy and completeness of all information submitted in making its selection. As such, proposing firms are urged to carefully review all information submitted to ensure the clarity, accuracy, and completeness of such information. As deemed necessary and appropriate, the City reserves the right to make any inquiries or other follow up required to verify the information provided

J. FORMS: Fully Completed Section 1-Response Forms

2.6 Selection Process

Proposals will be initially reviewed by a Selection Committee. The Selection Committee will 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 Planning 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:

Advertise RFP		June 11, 2020
Deadline for Questions	2:00 PM	June 18, 2020
RFP Submission Deadline	2:00 PM	June 25, 2020
RFP Evaluation		June 2020
RFP Interviews		TBD
Planning Committee Review		July or August 2020
Common Council Review		July or August 2020

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.

- Extent and level of the proposed services being offered that can be implemented to ensure the success of the project.
- Qualifications & experience of the firm, concerning comparable municipal, governmental, and or private projects of similar size and scope as this project.
- Overall experience & expertise of the proposed project team and any other key personnel.
- Responsiveness and thoroughness of the proposal submission.
- Total years in business and financial stability of the firm.
- Recommendation from previous clients.
- Proposed Fees

2.8 Prime Proposer Responsibility

Firm's submitting proposals to this RFP may utilize the services of subcontractors. If subcontractors are planned to be used, this should be clearly explained in the proposal. The prime proposer will be responsible for the entire contract performance whether or not subcontractor is to perform.

All corporate information required in this RFP must be included for each proposed subcontractor. The proposal must also include copies of any agreements to be executed between the prime proposer and any subcontractors in the event of contract award. Under this RFP, the City of Norwalk retains the right to approve all subcontractors.

2.9 Key Personnel

The personnel and commitments identified on any proposer's proposal will be considered essential to the work to be performed under this RFP. Prior to diverting any of the specified individuals to other programs or changing the level of effort of the specified individuals, the proposer must notify the City of Norwalk fourteen (14) days in advance and will be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project. The proposer will make no deviation without the prior written consent of the City of Norwalk. Replacement of personnel will be with personnel or equal ability and qualifications.

Any employee of the proposer, who in the sole opinion of the City of Norwalk is unacceptable, shall be removed from the project pursuant to the request of City of Norwalk. The proposer will have Fourteen (14) Days to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the City of Norwalk.

2.10 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.

2.11 Payment

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

2.12 Invoices

All invoices shall be in a format agreeable to the City of Norwalk (City).

2.13 Termination for Default or for the Convenience of the Contracting Agency

Performance under this contract resulting from this RFP may be terminated by the City of Norwalk whenever;

The proposer, in the sole opinion of the City, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or the contracting officer shall determine that termination is the best interest of the City of Norwalk.

Termination will be effected by delivery to the proposer of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the proposer shall:

- Stop all work
- Assign to the City of Norwalk all rights, title and interest in the work being developed;
- Deliver forthwith to the City of Norwalk all completed work and work in progress;
- Preserve and protect, until delivery to the City, all material plans, and documents related to this contract which, if the contract had been completed, would have been furnished to the City of Norwalk or necessary to the completion of the work

2.14 Negotiated changes

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect

2.15 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. A sample of the contract, is provided in a separate section to illustrate the type of contract the City will use to contract for this project.

It is the intention of the City of Norwalk to enter into an agreement for three (3) years with the option of two (2), one-year extensions for a potential total contract length of five (5) years. Any renewal is contingent upon satisfactory performance by the contractor and the City of Norwalk's desire to continue with these services.

2.16 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.

2.17 Duration of Proposals

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

2.18 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.

2.19 Freedom of Information

Freedom of Information (FOI), C.G.S. § 1-210(b). FOI generally requires the disclosure of documents in the possession of the City or governmental entity upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by Connecticut General Statutes § 1-

210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the City will endeavor to keep such information confidential to the extent permitted by law. However, the City has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOI request.

The proposer has the obligation to understand the requirements of the FOI Act and the burden of establishing the applicability of any FOI exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the City's FOI disclosure requirements under applicable law, the final administrative authority to release or exempt any or all material so identified rests with the City. In no event shall the City or any of its employees have any liability for disclosure of documents or information in the possession of the City and which the City or its employees believe(s) to be required pursuant to the Freedom of Information Act or other requirements of law.

2.20 Insurance Coverage Requirements

The Contractor 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 Contractor's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Contractor; 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 Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Contractor 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 Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would “follow form” of the underlying required terms and conditions.

Errors and Omissions/Professional Liability: With respect to any damage caused by a negligent act, error, or omission of the Contractor, the Contractor shall carry minimum One Million Dollars (\$1,000,000) coverage per claim and in the aggregate. With respect to any damage caused by a negligent act, error, or omission of the Contractor's subconsultants, the subconsultants shall carry minimum One Million Dollars (\$1,000,000) coverage per claim and in the aggregate.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor'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 otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

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 Contractor 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, or cancelled 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 Contractor 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 Contractor 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 Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor 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, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City of Norwalk as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. 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 filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 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.

2.21 SAMPLE CONTRACT

The following document is the City's standard Independent Contractor contract. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk's Corporation Counsel. Additionally, the terms of the final contract may vary at the City's option and, this sample agreement has been included to provide you with the general contract terms and conditions typically utilized by the City in the hiring of an independent contractor for consultant services

AGREEMENT WITH INDEPENDENT CONTRACTOR
BY AND BETWEEN
CITY OF NORWALK
AND
«VendorName»
FOR «Project»

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "City"), acting herein by «ContractAuthorizer», its «ContractAuthorizerTitle», and «VendorName», a corporation authorized and licensed to do business in the State of «LicenseState», having a principal place of business at «VendorAddress1», «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (the "Contractor").

WITNESSETH:

WHEREAS, the City is in need of «Notes» (the "Project"); 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 Project;

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. Based on the representations of the Contractor set out in its proposal dated «ProposedDate», a copy of which is annexed hereto and incorporated herein as **Exhibit**

2, the City hereby retains the Contractor to perform the services described herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the City shall be «DepartmentHead», Department of «Department», or such other person as may be designated in writing.

C. The person responsible for the services to be performed by the Contractor hereunder shall be «VendorAuthorizer», «VendorAuthorizerTitle».

2. **SERVICES TO BE PERFORMED**

A. The scope and details of the Services to be performed by the Contractor and the specifications to which such Services should conform are described in the City's Bid Invitation dated _____, a copy of which annexed hereto and incorporated herein as **Exhibits 1**. The Contractor shall perform such Services as may be required by the Director in a professional and timely manner in accordance with the terms and requirements of this Agreement, in order to meet the City's needs. Services will be requested on an as needed basis with no minimum or maximum scope.

B. The parties understand that Contractor is retained solely for the purposes of performing the Services described herein. The Contractor's relationship to the City and its agencies shall, during the period(s) of this Agreement, be that of an independent contractor. The Contractor shall not 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.

C. In performing the Services and otherwise meeting its duties and obligations hereunder, Contractor shall ensure that its employees and subcontractors observe high standards of professional and business ethics observed by like professionals in the same or similar business, including, but not limited to, following the requirements, rules and regulations of the City, acting with integrity, and creating a workplace atmosphere free of discrimination and harassment.

D. The City may, from time to time, request changes in the Services 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.

3. **COMPENSATION**

A. The Contractor shall be compensated for its performance of this Agreement, a maximum amount not to exceed the sum of **«ContractBudgetInEnglish»(\$«ContractBudget»)** payable in accordance with the terms

of the Contractor's bid.

B. The compensation provided under this Agreement constitutes full and complete payment for all costs and expenses assumed by the Contractor in performing this Agreement including but not limited to labor, materials, product, tools and machinery, salaries, meetings, and all similar expenses. No costs in excess of this stated amount shall be paid or reimbursed by the City without specific prior written approval of the Director.

C. Payments to the Contractor under this Agreement shall be made by the City on approval of payment requisitions certified by the Contractor and submitted not more often than once a week. Each requisition shall be in a form acceptable to the City and shall set forth the hours of work performed and the tasks completed. The City may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information and/or documentation as it may deem necessary.

D. The acceptance by the Contractor, its successors or assigns, of any payment made on the final requisition 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 successors or assigns have or may have against the City under the provisions of this Agreement.

4. **TIME PROVISIONS**

A. The term of this Agreement shall commence effective _____ and conclude on _____. The Contractor shall perform its Services throughout this period.

B. This Agreement shall remain in effect until the services required hereunder are fully completed to the satisfaction of the City, unless otherwise terminated by the parties hereto.

5. **TERMINATION AND SUSPENSION**

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, 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 INDEMNIFICATION**

The Contractor agrees to obtain at its own cost and expense all insurance required

by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the Contractor's responsibilities hereunder. Before commencing performance of its Services hereunder, the Contractor shall furnish the City's Corporation Counsel 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. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the City by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

The Contractor shall indemnify, defend and save harmless the City, its officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, on account of any injury or damage to or destruction of property, or any loss, cost, expense or other aggravement, which is due, related to or in any way connected with the negligent, willful or wanton performance of this Agreement by the Contractor, its employees, representatives, agents, or subcontractors. This provision shall include all losses, costs, and damages which the City may suffer as a result of a defect in any plan, drawing, design, or specification prepared, acquired, or used by the Contractor, or as a result of any negligent supervision of its services by the Contractor. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, and proceedings. The provisions of this section shall survive the expiration or early termination of this Agreement; shall be separate and independent of any term or requirement hereof; and shall not be limited by reason of any insurance coverage.

7. GENERAL PROVISIONS

A. By this Agreement the City intends to secure the professional services of qualified, experienced employees of the Contractor. Failure of the Contractor for any reason to make a sufficient number of such employees available to the City to the extent necessary to perform the services required in a skillful, professional and prompt manner shall be cause for termination of this Agreement.

B. This Agreement, being intended to secure the Services of the Contractor, shall not be assigned, delegated, transferred or subcontracted in any manner or to any extent without the prior consent of the City in writing.

C. When the City shall have reasonable grounds for believing that:

(1) The Contractor will be unable to perform this Agreement fully, professionally, and satisfactorily within the time fixed for performance or in accordance with the terms and requirements set forth herein; or

(2) 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 the Contractor's breach of any provision of this Agreement; then the City may withhold payment of any amount otherwise due and payable to the Contractor hereunder. 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, expense or damage 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.

D. 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 be made against the City.

E. 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. The Contractor further covenants that he has no prior personal or business relationship with the City's architect, general contractor, or their consultants, subcontractors, agents, or employees.

F. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

G. The Contractor shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

H. 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.

I. This Agreement 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.

J. 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 transfer any interest in this Agreement without the prior written approval of the City.

K. The products of the services performed under this Agreement shall become and remain the property of the City. This shall include all partially completed services in the event that the Agreement is terminated before completion of its term for any reason.

L. If any provision of this Agreement is held invalid, the balance of the 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.

M. 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: «DepartmentHead», «DepartmentHeadTitle»
Department of «Department»
P.O. Box 5125
Norwalk, CT 06856-5125

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

To the Contractor: «VendorAuthorizer», «VendorAuthorizerTitle»
«VendorName»
«VendorAddress1»
«VendorAddress2»
«VendorCity», «VendorState» «VendorZip»

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.

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 the Contractor is a legally existing corporation under the laws of its respective states of incorporation and 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;

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

iii) 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 Contract and to assume the responsibilities and obligations created hereunder; and

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

Dated at Norwalk, Connecticut, the day and year first above written, and executed in two (2) counterparts.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:

CITY OF NORWALK

By: _____
«ContractAuthorizer»
Its «ContractAuthorizerTitle»
Duly Authorized

Date signed: _____

Witnesses' signatures:

«VendorName»

By: _____
«VendorAuthorizer»
Its «VendorAuthorizerTitle»
Duly Authorized

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

INSURANCE RIDER

The Contractor 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 Contractor's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Architect; 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 Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Contractor 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 Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability –CPL-) insurance in the amount of One Million Dollars (\$1,000,000) per claim limit and One Million Dollars (\$1,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, the policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

Errors and Omissions/Professional Liability: With respect to any damage caused by a negligent act, error, or omission of the Architect, the Architect shall carry minimum One

Million Dollars (\$1,000,000) coverage per claim and in the aggregate. With respect to any damage caused by a negligent act, error, or omission of the Architect's subconsultants, the subconsultants shall carry minimum Two Million Dollars (\$2,000,000) coverage per claim and in the aggregate.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor'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 otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

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 Contractor 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, or cancelled 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 Contractor 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 Contractor 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 Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor 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, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City of Norwalk as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. 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 filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 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.org>. 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.org/documentcenter/view/868>



CITY OF NORWALK
Finance Department

To: Members -- Community Service and Personnel Committee
From: Henry M. Dachowitz, Chief Financial Officer
 Karen Del Vecchio, Director IT
Re: Chief Information Security Officer – New Position
Date: August 12, 2020

Background

In 2019, the United States was hit by a record number of ransomware attacks that impacted at least 948 government agencies, educational institutions and healthcare facilities at a cost of more than \$7.5 billion by a conservative estimate. This represents a 60% year-over-year increase over 2018. The impacted organizations included:

- 103 federal, state and municipal governments and agencies.
- 759 healthcare providers.
- 86 universities, colleges and school districts, with operations at up to 1,224 individual schools potentially affected.¹
- Closer to home, both Middletown and Wolcott school systems were hit with ransomware that disrupted school operations from 4 weeks to several months and resulted in data loss. Wolcott was hit twice in 2019.

Municipal governments and school districts collect and store huge amounts of private and personally identifiable information (PII) in the course of serving their constituents. For example, Norwalk stores and frequently shares electronically with other institutions private information such as: records regarding students and their families; criminal investigation data; birth/marriage/death records; health and medical data; and the social security numbers and payroll data of thousands of employees and retirees.

The strictest digital privacy law in the United States became law in California on January 1, 2020; it won't be long before the federal government enacts similar legislation.

¹ <https://blog.emsisoft.com/en/34822/the-state-of-ransomware-in-the-us-report-and-statistics-2019/>

Government agencies and schools have demonstrated to cybercriminals they are easier targets and less-prepared to protect against cyberattacks. The size of ransoms which these municipalities have been forced to pay was upwards of several million dollars.

Establishing the Role of Chief Information Security Officer

Cybersecurity involves the coordination of numerous external organizations and internal departments as well as many individuals within each. A Head of CyberSecurity also has broad responsibility over advancing technologies, changes in threat patterns, and evolving regulations. These are some of the reasons why Norwalk needs a senior executive with the appropriate experience, qualifications, and background to establish a **comprehensive information security strategy** that effectively protects municipal and education information assets from both internal and external threats. Norwalk needs a champion/advocate with the power to influence and effect change who is solely dedicated to the protection of the information owned, controlled, or processed by the City and Board of Education.

This senior executive/champion will be referred to as the **Chief Information Security Officer (CISO)**. He or she will be a member of the Cabinet, reporting to the Mayor, Common Council and Superintendent of Schools, with a distinct budget.

Norwalk's establishment of a CISO position is a strategic, proactive move that has already been done by most major corporations and sizable service firms in the Private sector as well as the most forward thinking Government entities. It sends a compelling message to citizens, businesses, and vendors:

- that Norwalk cares deeply about security and privacy and is investing in it;
- that Norwalk is taking the lead to create a culture of data stewardship that protects information from students, taxpayers, employees and retirees from collection to dissemination;
- that Norwalk recognizes its broader mission of confidentiality and accountability in order to maintain the public's trust;
- that Norwalk, like the businesses it seeks to attract, is at the forefront of innovation, best practices, and technology.

The Role of the CISO

The CISO's sole responsibility is security and privacy; he/she will concentrate completely and dedicate their efforts to the security of our organization as a first priority. The CISO's responsibilities are addressed at an executive level with the appropriate determination, drive, resources and authority to carry out the security and privacy responsibilities of the organization.

The CISO is a member of the Mayor's Cabinet and advises the Chief and Senior staff as well as elected officials on the status of internal security and privacy as well as emerging risks and threats from external and internal sources. This position works

closely with senior leaders and functional managers to integrate security into their operations and ensure compliance with applicable laws and policies. The result will be fewer security breaches, reduced financial loss, minimized impact on operations, and increased resident and business confidence in the municipality and its leadership.

Recognizing the compelling need for this dedicated role and the benefit to all City departments, the Mayor, the Common Council and the Board of Estimate and Taxation fully supported funding this position in the City's FY 2020-2021 Operating Budget. This is an Ordinance position with an annual salary range of \$124,565.00 to \$170,455.00.

City of Norwalk

Job Code:

Title: Chief Information Security Officer, City and Board of Education
Department: Cabinet Level Position

Ordinance
Date:

Position Definition: The Chief Information Security Officer (CISO) establishes, implements, promotes, monitors and enforces a comprehensive security and privacy strategy that effectively protects Municipal and School District (hereinafter collectively referred to as the City) physical and digital information assets from both internal and external threats. The CISO is a member of the Mayor's cabinet and advises the Mayor, Superintendent, and elected officials on the status of internal security as well as emerging risks and threats from external sources. This position works closely with senior leaders and functional managers within the City to integrate security into their operations and ensure compliance with all applicable State/Federal laws, regulations, and policies.

General Duties: Develops, implements, and monitors a strategic and comprehensive risk-based Information Security program to ensure that the integrity, confidentiality, and availability of all information that is owned, controlled, or processed by the City. Develops and oversees privacy compliance programs across the City. Leads efforts to increase organizational competence in the security area, including education, security awareness and training. Works closely with all departments to understand their critical operations, analyze business continuity requirements, help them assess key technology and compliance risks and ensure the consistent application of policies and standards across all technology projects, systems, and services including, but not limited to, privacy, risk management, compliance, business continuity management and incident response. Briefs the executive team on status and risks, including taking the role of champion for the overall strategy and necessary budget. Communicates best practices and risks to all parts of the City. Creates, communicates, and implements a process for vendor risk management. Monitors the external threat environment for emerging threats and vectors and advises relevant stakeholders on the appropriate courses of action to protect against them. Acts as the organization's representative with respect to inquiries from partners, elected officials, the media/press, and the general public regarding the organization's security and data protection strategy. Acts as the organization's representative when dealing with law enforcement agencies while pursuing the sources of network attacks and information theft by attackers. Coordinates with the City's Communications/PR officers and FOI Coordinators to ensure that information conveyed to the press, partners, etc., adheres to policy and maintains the appropriate level of security and confidentiality. Coordinates Disaster Recovery, Business Continuity and Incident Response planning to ensure effective protection and recovery of information services, City data and business operations. Works collaboratively with IT in determining and implementing the City's IT security product portfolio including areas like Antivirus, Firewall and Endpoint protection, Email Security, and Multi-Factor Authentication. Oversees the mitigations of annual independent IT Security and Vulnerability assessments of the City.

Supervised By: Receives direction from the Mayor and or his/her delegate and Finance Committee of the Common Council.

Required Knowledge, Skills, and Abilities: Ability to develop and implement information security policies and procedures. Ability to lead complex, enterprise-wide security projects. Ability to manage cross-functional teams. Ability to implement and administer common information security management frameworks such as ISO/IEC 27001, ITIL, COBIT or NIST. Ability to lead organizations through HIPAA, PCI, SOC1/SOC2 or CJIS compliance efforts. Ability to communicate orally and in writing. Ability to lead, influence, collaborate, and effect change across all City operations and affiliated organizations.

Qualifications Profile: A Bachelor's degree in Computer or Information Science or closely related field, Master's degree in Computer Science and/or MBA/MPA is preferred, and ten years' experience in a technology leadership position with at least seven years' experience in information security, risk assessment, or cybersecurity operations.

License or Certificate: One or more of the following certifications: CISSP, CISM, CISA, or CCISO.

Note: Must be available for evening meetings and participate on the City's Emergency Management Team.

The above is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task and responsibility.