

AGENDA
CITY COUNCIL MEETING

TUESDAY, JULY 5, 2011

7:00 P.M.
CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: June 6, 2011

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 103-10** Communication from Central Grants and Community Development re Conflict of Interest for HOME Program/Down Payment Assistance, Althea Brown, BOE, **ACCEPTED AND MADE PART OF THE RECORD.**
- 104-10** Communication from Mayor re Reappointment of Richard Cruz (D) to the Harbor Commission, referred to Miscellaneous Matters Committee.
- 105-10** Communication from Health and Social Services re Proposed License Agreement with the State to provide office space and parking to staff of the State Department of Veterans Affairs at the Department of Health and Social Services Building, First Floor, 752 East Main Street, referred to Contracts Committee.
- 106-10** Communication from Central Grants and Community Development re Grant Submission: 2012 Southwestern Connecticut Agency on Aging (SWCAA) for an Elderly Hispanic Grant Program, referred to Economic and Community Development and Environment Committee.
- 107-10** Communication from Central Grants and Community Development re Grant Submission: 2011-2012 Southwestern Connecticut Agency on Aging (SWCAA) for a Senior Transportation Services Grant, referred to Economic and Community Development and Environment Committee.
- 108-10** Communication from Central Grants and Community Development re Grant Submission: 2011-2012 Southwestern Connecticut Agency on Aging (SWCAA) for an East Side Senior Grant, referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 109-10** Communication from Central Grants and Community Development re Grant Submission: State OPM, Transit Oriented Development (TOD) Pilot Program, referred to Economic and Community Development and Environment Committee.
- 110-10** Communication from Central Grants and Community Development re (Ref. #35-10) Consolidated Plan for Housing and Community Development Program Year 37 Annual Action Plan Community Development Block Grant Program Substantial Amendment, referred to Economic and Community Development and Environment Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *66-10** Economic and Community Development and Environment Committee Report re: Disposition of 60 Circular Avenue: Offer to purchase from Brennan's Shebeen Irish Bar and Grill.

CITY COUNCIL MEETING

Monday, July 5, 2011

7:00 p.m.

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

ATTENDANCE: Council members: Brannelly, M. McCarthy, A. Ayala, Taylor-Moye, Brantley, Walsh, T. McCarthy, Austin, Lyons, Bonney, Blunt, dePara, Silva, M. Ayala, Martinez, Paoletto, Curwen, Baker

ABSENT: Council members: Vizzo-Paniccia, Holloway

Council President McCarthy called the meeting to order at 7:02 pm.

Prayer - the prayer was offered by Valerie Sorrentino.

Pledge of Allegiance- the pledge was led by Anna Motolo.

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

Council President McCarthy made the following announcements: Council member Vizzo-Paniccia was recovering from a medical procedure on her eyes. He welcomed Council member Blunt back after a long absence. He welcomed Council members: M. Ayala and Silva back from lengthy illnesses. He expressed that he was glad they were back to serve on the council.

He further announced that Mayor Finch wasn't in attendance tonight due to a previous commitment.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: June 6, 2011

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

CITY of BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
JULY 5, 2011
6:30 PM

ATTENDANCE: Council President McCarthy

Council President McCarthy called the public speaking session to order at 6:32 pm.

There were no public speakers who previously signed up to speak. And there were no public speakers who requested to speak when the public session was called to order.

The public speaking session was closed at 6:34 pm.

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ATTEST
CITY CLERK

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

**** COUNCIL MEMBER CURWEN MOVED TO COMBINE PAGES 1 and 2
COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**** COUNCIL MEMBER BRANNELLY SECONDED**

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**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *66-10** Economic and Community Development and Environment Committee Report re: Disposition of 60 Circular Avenue: Offer to purchase from Brennan's Shebeen Irish Bar and Grill.

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

Council member Walsh requested to remove item *66-10 from the consent calendar.

Council member dePara reported out of the ECDE Committee.

**** COUNCIL MEMBER dePARA MOVED TO APPROVE *66-10 Economic and Community Development and Environment Committee Report re: Disposition of 60 Circular Avenue: Offer to purchase from Brennan's Shebeen Irish Bar and Grill.**

**** COUNCIL MEMBER BRANNELLY SECONDED**

Council member Walsh stated that he was troubled by the process being used, due to the selection of the appraisal company to determine the value of the property. He recalled that in years past, the City of Bridgeport hired their own firm to conduct an independent appraisal. He felt the process used would result in trouble in the future. He further stated that when they established a sale price of \$30k in Black Rock, in comparison to other properties throughout the city *as read*; he didn't feel that the properties he mentioned had any relevance to the property values in Black Rock. He emphasized that his concern was that there is nothing to protect the city from these people turning around in a year and selling it at a profit. He said he would prefer language that indicated *"they can't sell the property or use it for another use without offering it back to the city"*. He went on to say that once again, the taxpayers were getting the short end of the stick. He referred to the volume of paper involved that he held up, for selling a parking lot for \$30k. Overall, he felt it was a bad deal.

Council member Baker questioned why the city didn't obtain their own appraisal – *Council President acknowledged that there was no one present from the department tonight to answer his question.*

Council member Brannelly responded to Council member Walsh's recommended language *"to sell the property to the buyer for a specific amount of time"*. She said it might be a good idea, but she had an issue with Council member Walsh keeping the idea to himself until it became time to approve the item. She explained that the piece of property in question consisted of a fifteen (15) to twenty (20) parking spaces lot. She didn't feel it could be anything more than what it is now; unless it was sold to the adjacent land owner. She pointed out that it's not a grand piece of land and she urged everyone to support the sale and finalize it tonight. She noted that if the recommended language change was supported, approval of the item could be delayed once again.

Council member Baker stated that he didn't have a problem with putting the property back on the tax role. However, he once again questioned why the city didn't conduct their own appraisal. He said before he voted on the item, he would like some explanation from OPED as to why an independent appraisal wasn't sought by the city before the vote came before the council.

Council M. McCarthy echoed Council member Brannelly's comments. He noted that the property went to public auction and it went to the highest bidder. He explained that an abutter and business owner came to the city and offered 50% of the auction price of \$30k. He stressed that the property has been loaded with vagrancy, drug use etc. and he didn't feel it was good for another use. He felt the offer of \$30k was the most that anyone would pay for it. He urged approval of the item.

Council member Curwen commented that OPED generally makes sure the city conducts their own appraisals, but he didn't recall the appraisal issue coming up for this item. He clarified that the property is **not** a build-able parcel. And although the appraisal is a legitimate issue, he didn't feel they could get much more money for the property.

Council member Walsh referred to page 19 of a document he had, regarding the minimum site size of 12,000 sq. ft. He relayed that his point was that the parcel could conform to zoning and perhaps for another use.

Council member Brannelly mentioned that she works across the street from the abutting building. She stressed that in all the years she worked there, she has never walked inside the building they were discussing due to the drug activity that went on. She emphasized that the establishment is currently nice and it should be recognized for being that. As for the parking, she noted that parking is currently limited, so that's why the establishment is looking to purchase the property.

**** MOTION PASSED WITH EIGHTEEN VOTES IN FAVOR AND TWO VOTES IN OPPOSITION (COUNCIL MEMBERS: WALSH and BAKER)**

New Business:

**** COUNCIL MEMBER PAOLETTO MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM FOR IMMEDIATE CONSIDERATION**

****Council President McCarthy clarified that a two-thirds vote of those present is required to add an item to the agenda for immediate consideration, per Council Member Walsh's question what the procedure is for adding an item for immediate consideration.***

**** COUNCIL MEMBER CURWEN SECONDED**

**** MOTION PASSED FOR ITEM 101-10 Tentative agreement with AFSCME, Local 1522 regarding a collective bargaining agreement TO BE ADDED TO THE AGENDA WITH FIFTEEN VOTES IN FAVOR, ONE VOTE IN OPPOSITION (COUNCIL MEMBER WALSH) and TWO ABSTENTIONS (COUNCIL MEMBERS: BONNEY and LYONS)**

Council member Walsh questioned what the final dollar amount was, noting that the information wasn't outlined on the fact sheet. He stated that not having that information was unconscionable. He stated that it was the Board of Education's intention to play off members of the bargaining unit. He felt this was a complete disconnect because they are unaware of what the implication will mean to the taxpayers. He asked if there was a current layoff clause. Council President McCarthy responded not to his knowledge. He stated that the standard has changed, because the governor put a different deal on the table; but he thought that eventually, they will implement a no layoff clause. He further commented that significant savings will be in people retiring now, noting that generally, savings is sought by layoffs. And once a person retires, they don't have to pay unemployment. He explained that the current plan gives an incentive for people to retire and they have to make a commitment by July 15th if they opt to retire.

Council member Walsh said he was never given a piece of paper to show what's received and what's spent. He said he felt the matter pertained to an "*Alice in the looking glass*" scenario. He said he couldn't vote on the item until he finds out if the state is taking over the Board of Education.

Council member Baker questioned if the state takes over the BOE, will the contract become voided. Council President McCarthy replied that due to what happened in Waterbury, new legislature was written that doesn't allow that.

Council member Baker stated that since they weren't sure the direction the BOE was going, he questioned whether it would be better to wait until they see the scenario and if the state is going to take over. Council President McCarthy said the contract had been negotiated for a significant length of time and it's currently in binding arbitration, so it can be rejected. However, there are risks and the possible loss of savings etc., so they needed to weigh if it's worth doing. He further relayed the issue related to the health care costs. He encouraged support of the item.

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE
** COUNCIL MEMBER CURWEN SECONDED
** MOTION PASSED WITH FIFTEEN VOTES IN FAVOR, ONE VOTE IN OPPOSITION AND TWO ABSTENTIONS (COUNCIL MEMBERS: LYONS and BONNEY)**

**** COUNCIL MEMBER BLUNT MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA
** COUNCIL MEMBER AUSTIN SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BLUNT MOVED TO APPROVE ITEM 94-10 Settlement of pending litigation Garcia, et. al v. Finch, et. al. USDC. No. 3:09CV-02001-PCD and public session action if and as appropriate**

**** COUNCIL MEMBER BRANNELLY SECONDED**

Council member Walsh stated that he believed it was important to make the amount of the settlement public at this point. Council President McCarthy stated only the dollar amount could be made public, without any discussion about details of the settlement. He stated that the settlement amount was \$290k.

Council President McCarthy noted that any other discussion regarding the settlement would require an executive session.

**** COUNCIL MEMBER dePARA MOVED TO ENTER INTO EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING ITEM 94-10 Settlement of pending litigation Garcia, et. al v. Finch, et. al. USDC. No. 3:09CV-02001-PCD and public session action if and as appropriate**

**** COUNCIL MEMBER CURWEN SECONDED**

***A role call vote was taken for the purpose determining those in favor of entering into executive session**

**** MOTION PASSED WITH ELEVEN VOTES IN FAVOR OF ENTERING INTO EXECUTIVE SESSION AND SEVEN VOTES IN OPPOSITION (COUNCIL MEMBERS: A. AYALA, TAYLOR-MOYE, WALSH, AUSTIN, BONNEY, BLUNT, CURWEN)**

The council members entered into executive session at 7:50 pm.

The council members came out of executive session at 7:55 pm.

Council member dePara stated that he appreciated his colleagues that supported his request to enter into executive session. He admonished the two colleagues who voiced their issues about the previous item regarding the sale of the property for \$30k, yet they didn't feel this item, involving a settlement of \$290k warranted discussion.

Council members Brannelly, Curwen and Walsh responded back with brief comments.

**** COUNCIL MEMBER BLUNT MOVED TO APPROVE**

**** COUNCIL MEMBER BRANNELLY SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER CURWEN MOVED TO SUSPEND THE RULES FOR THE
PURPOSE OF ADDING AN ITEM FOR IMMEDIATE CONSIDERATION
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER CURWEN MOVED TO APPROVE ITEM 82-10 Grant
Submission: 2011-2012 Preventive Health and Health Services Block Grant for
Bridgeport Health and Nutrition Education Program
** COUNCIL MEMBER PAOLETTO SECONDED**

Council President McCarthy asked if matching funds were required. Council member Curwen said no.

Council member Martinez thanked Valerie Sorrentino and those that work on these types of programs. She expressed that they are good for the community and the people in need.

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BAKER MOVED TO REFER AN ITEM TO COMMITTEE
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BAKER MOVED TO REFER RE: RESOLUTION TO
ESTABLISH A FEE FOR THE PREPARATION OF AN AFFIDAVIT BY THE CITY
OF BRIDGEPORT OFFICE OF VITAL STATISTICS TO THE ORDINANCE
COMMITTEE (ITEM # 111-10)**

****It was stated that the item was inadvertently referred to the Budget &
Appropriations Committee***

**** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BAKER MOVED TO REFER AN ITEM TO COMMITTEE
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BAKER MOVED TO REFER RE: RESOLUTION TO
ESTABLISH A FEE FOR ALL GENEALOGICAL SEARCHES IN THE OFFICE OF
VITAL STATISTICS TO THE ORDINANCE COMMITTEE (ITEM # 112-10)**

****It was stated that the item was inadvertently referred to the Budget &
Appropriations Committee***

**** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

Other announcement(s):

- Council member Brannelly reminded everyone that the Public Safety & Transportation meeting would be held at 581 N. Washington Avenue on Wednesday, July 6th at 6:00 pm. A tour will be conducted of the Emergency Management Center.
- Council President McCarthy announced that Reuben Felipe's grandfather passed away and the wake was being held tonight from 7:00 pm to 9:00 pm for anyone that wished to attend.

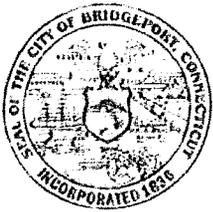
ADJOURNMENT

**** COUNCIL MEMBER BRANTLEY MOVED TO ADJOURN
** COUNCIL MEMBER LYONS SECONDED
** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:05 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services



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

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 576-8144
Fax (203) 332-5657

BILL FINCH
Mayor

ANDREW J. NUNN
CAO

KELLY McDERMOTT
Senior Manager

**COMM. #103-10 ACCEPTED AND MADE PART OF THE RECORD
on 07/05/2011**

To: Tom McCarthy, City Council President
From: Tyler Fairbairn, HOME Program Specialist
Department of Central Grants and Community Development
RE: Conflict of Interest for HOME Program /
Down Payment Assistance Program
Date: June 20, 2011

OK
TF

The Department of Central Grants and Community Development (the "Department") has received an application requesting federal HOME Program funds via the First Time Homebuyer Down Payment Assistance Program from an applicant that is presently employed by the City of Bridgeport. In accordance with HOME Regulations 92.346 Conflict of Interest, HUD requires that the applicants fill out and sign the attached form in order for the municipality to determine whether or not a conflict of interest exists, and to publicly disclose the requests for assistance regardless of whether or not a conflict of interest exists. Public disclosure is normally made by including the request for assistance on the Council agenda as an item to be read into the record and made a part of the public minutes associated with the meeting. Although it does not require action by the City Council, it does require public disclosure.

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In this instance, the Department has determined that a conflict of interest does not exist, as the applicant does not exercise any functions or responsibilities associated with the Department, nor does she have any supervisory responsibility relative to the disbursement of HOME Program funds. The applicant's name and position with the City of Bridgeport is:

Althea Brown
Teacher's Aide
City of Bridgeport Board of Education

Thank you for your assistance.

cc: Adam Wood, Chief of Staff
Andy Nunn, CAO
Kelly McDermott, Senior Manager,
Central Grants and Community Development

HOME PROGRAM CONFLICT OF INTEREST QUESTIONNAIRE

"HOME Program" refers to the funding program created under federal law (42 United States Code Sec. 12701, *et seq.*) whereby the United States Department of Housing and Urban Development ("HUD") allocates funds to the City of Bridgeport (the "City") to expand the supply of decent, safe, sanitary, and affordable housing for very low-income and low-income families. The purpose of this questionnaire is to comply with the HUD regulations regarding possible conflict of interest (24 Code of Federal Regulations Sec. 92.356).

A. Are you:

- | | | | | |
|----|--|--------------------------------------|-------------------------------------|---------------------|
| 1. | An employee of the City: | <input checked="" type="radio"/> Yes | <input type="radio"/> No | Initial <u>A.B.</u> |
| 2. | An agent of the City: | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Initial <u>A.B.</u> |
| 3. | Consultant for the City: | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Initial <u>A.B.</u> |
| 4. | Officer of the City: | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Initial <u>A.B.</u> |
| 5. | Elected official of the City: | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Initial <u>A.B.</u> |
| 6. | Appointed official of the City: | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Initial <u>A.B.</u> |
| 7. | A public agency or nonprofit organization selected by the City to administer the HOME Program on behalf of the City: | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Initial <u>A.B.</u> |

B. Do you:

- | | | | | |
|----|---|---------------------------|-------------------------------------|---------------------|
| 1. | Exercise HOME Program functions or responsibilities: | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Initial <u>A.B.</u> |
| 2. | Have you exercised HOME Program functions or responsibilities in the past one (1) year: | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Initial <u>A.B.</u> |
| 3. | Hold or are you in a position to participate in HOME Program decision making: | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Initial <u>A.B.</u> |
| 4. | Have access to gain inside information regarding HOME Program activity? | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Initial <u>A.B.</u> |

C. Do any of the above categories apply to:

- | | | | | |
|----|---|--------------------------------------|-------------------------------------|---------------------|
| 1. | You: | <input checked="" type="radio"/> Yes | <input type="radio"/> No | Initial <u>A.B.</u> |
| 2. | A family member, i.e., spouse, parent (including steps), child (including steps), brother or sister (including steps), grandparent, grandchild: | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Initial <u>A.B.</u> |
| 3. | A business associate: | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Initial <u>A.B.</u> |

D. Is this application being submitted during your tenure in any position in A above or for one year thereafter:

Yes

No

Initial AK ✓

PLEASE NOTE THAT IF YOU ANSWERED "YES" TO SECTION A. 4, 5 OR 6 ABOVE, I.E., IF YOU ARE AN OFFICER OR AN ELECTED OR APPOINTED OFFICIAL OF THE CITY OF BRIDGEPORT, YOU ARE INELIGIBLE FOR HOUSING ASSISTANCE PURSUANT TO CITY OF BRIDGEPORT HOME PROGRAM GUIDELINES.

I UNDERSTAND THAT A FALSE STATEMENT ON THIS QUESTIONNAIRE MAY BE GROUNDS FOR REJECTION OF MY APPLICATION FOR ASSISTANCE. IN ADDITION, A FALSE STATEMENT MAY RESULT IN A FINE OR IMPRISONMENT PURSUANT TO 18 U.S.C. Sec. 1001.

Date: 6/13/11 ✓

A. Brown ✓
Althea Brown ✓
Applicant

CONSENT TO DISCLOSURE

I understand that if it is determined that my application for assistance constitutes an actual or potential conflict of interest under applicable federal regulations, my application may be considered for an exception, in which case my application will be publicly disclosed pursuant to procedures adopted by the City and approved by HUD. By my further signature below, I hereby expressly consent to such public disclosure.

Date: 6/13/11 ✓

A. Brown ✓
Althea Brown ✓
Applicant



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

BILL FINCH
Mayor

COMM. #104-10 Referred to Miscellaneous Matters Committee on 07/05/2011
MEMORANDUM

TO: Fleeta Hudson – City Clerk
FROM: Mayor Bill Finch
DATE: June 21, 2011
RE: Boards & Commissions

Please place the following name on the July 5, 2011 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of reappointment to the Harbor Commission:

Richard Cruz (D)
117 Chamberlain Place
Bridgeport, CT 06606

This term will expire on September 30, 2012.

BF/lac

ATTEST
CITY CLERK

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2011 JUN 27 A 9:45



City of Bridgeport
Department of Health & Social Services

752 East Main Street, Bridgeport, Connecticut 06608
Telephone (203) 576-7680 • Fax (203) 576-8311

KRISTIN duBAY HORTON, MPH
Director of Health and Social Services

BILL FINCH
Mayor

COMM. #105-10 Referred to Contracts Committee on 07/05/2011.

June 28, 2011

To: Fleeta Hudson
From: Valerie Sorrentino *VS*
Re: **License Agreement with State of Connecticut**

The Department of Health and Social Services seeks authorization for Mayor Finch to enter into a License Agreement with the State of Connecticut which would allow the state Department of Veterans Affairs (DVA) to occupy space on the first floor of the Department of Health and Social Services building, 752 East Main Street, Bridgeport.

The co-location of both the City's Veterans Office and the State DVA will result in increased services to Bridgeport veterans such as advocacy on behalf of veterans disability claims, direct electronic access to veterans' records and documents through the VA Regional Office and access to employment assistance.

The agreement allows DVA to utilize approximately 320 square feet of office space, formerly occupied by the School-Based Health Center administrative staff, as well as three unassigned parking spaces in the parking lot. The City will provide utilities and general maintenance of the space except that DVA will be responsible for installation and all costs associated with their computers and telephones.

The full License Agreement has been referred to the City Attorney's Office for their review.

Thank you for your attention to this matter and please feel free to call me at 576-7110 with any questions.

VS/

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CITY CLERK



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

PROJECT TITLE : License Agreement with State of Connecticut

RENEWAL NEW X

DEPARTMENT SUBMITTING INFORMATION: Health and Social Services

CONTACT NAME: Valerie Sorrentino

PHONE NUMBER: 576-7110

PROJECT SUMMARY/DESCRIPTION:

The agreement allows the State Department of Veterans Affairs to utilize approximately 320 square feet of office space, formerly occupied by the School-Based Health Center administrative staff, as well as three unassigned parking spaces in the parking lot. The City will provide utilities and general maintenance of the space except that DVA will be responsible for installation and all costs associated with their computers and telephones.

CONTRACT DATES:

Will begin upon approval of the Office of the Attorney General and end at the one-year anniversary thereafter.

PROJECT GOALS AND PROCEDURES:

The co-location of both the City's Veterans Office and the State DVA will result in increased services to Bridgeport veterans such as advocacy on behalf of veterans disability claims, direct electronic access to veterans' records and documents through the VA Regional Office and access to employment assistance.

IF APPLICABLE

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

Federal:
State:
City:
Other:

FUNDS REQUESTED

Salaries/Benefits:
Supplies:
Transportation/Travel:
Other (explain): subcontracts:
 Yes No

If yes, supply listing and dollar amount
(please attach)

WHEREAS, the City of Bridgeport_ is the owner of the building and parking lot located at 752 East Main Street, Bridgeport Connecticut (the "Property"); and

WHEREAS, the State of Connecticut desires to use a portion of the Property on the first floor and lower level for the State Department of Veterans Affairs ("DVA"); and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport share space with DVA for the purpose of providing enhanced services to Bridgeport veterans and their family members; and

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's License Agreement with the State of Connecticut to provide office space and parking space to staff of the Department of Veterans Affairs.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such license agreement with the State of Connecticut for the purpose of providing office and parking space for DVA and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is entered into by and between CITY OF BRIDGEPORT, a Connecticut municipality, (the "Licensor"), with a principal place of business at 752 East Main Street, Bridgeport, CT 06608, acting herein by Kristin duBay Horton, its Director of the Department of Health and Social Services, duly authorized, and the STATE OF CONNECTICUT (the "Licensee" or "State") acting herein by and through Donald DeFronzo, Commissioner of its Department of Administrative Services (the "Agency") with an address of 165 Capitol Avenue, Hartford, Connecticut, 06106, pursuant to the authority conferred upon him pursuant to the provisions of the Connecticut General Statutes Section 4b-1, as revised.

WHEREAS, Licensor is the owner of the building and parking lot located at 752 East Main Street, Bridgeport, Connecticut (the "Property"); and

WHEREAS, Licensee desires to use a portion of the Property on the first floor and lower level .

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties hereto agree as follows:

1. License. The Licensor hereby grants to the Licensee a temporary, non-exclusive license to enter and use the Property for the purpose of utilizing a 256 square foot office situated on the first floor, a 320 square foot lower level office and three unreserved parking spaces in the Licensor's parking lot located on the Property (the aforementioned offices and parking referred to hereinafter as the "License Area"), as shown on Exhibit A attached hereto and made a part hereof during the term set forth in Paragraph 5 below.
2. The Licensee expressly agrees that it does not and shall not claim, at any time, any interest or estate of any kind or extent whatsoever in the Property or License Area.
3. Duties of Licensor. Licensor shall be responsible for management and operation of the License Area, including but not limited to, providing utilities, maintenance and repair as needed to keep the License Area in good working order and condition, lighting the parking lot, snow and ice removal and sanding Monday through Friday. If precipitation necessitating such work continues throughout a working day, even if intermittently, the Licensor must establish and maintain an open travel area for vehicles and clear walking paths to and from the License Area, at all time during the operating hours set forth in paragraph 6(a) below, and sanding and de-icing of all parking areas, walkways, and sidewalks at the reasonable request of the Licensee.

Licensor will provide all normal operating expenses in connection with the use of the License Area, including janitorial. However, requests by Licensee for services above normal building operating and maintenance expenses will be paid by Licensee. Any such services must be arranged and approved in advance through Licensor.

4. Consideration. Licensor will provide use of the License Area at no charge to the Licensee.

Term. The term of this Agreement will commence upon the date this Agreement is approved by the Office of the Attorney General and shall end at the one-year

anniversary thereafter. The Agreement will automatically renew for successive one year terms unless and until terminated earlier by either party. Licensee and Licensor reserve the right to terminate this Agreement, in either party's sole discretion, at any time upon thirty (30) days prior written notice to the other party. Upon such termination, all rights, duties and obligations hereunder, except for those obligations which specifically survive the termination of this Agreement, shall be null and void, so that no party shall have any further rights, duties or obligations to any other, except as otherwise specifically provided herein or in the written notice of termination.

5. Use.

- a. Hours of use shall be approximately 8:00 a.m. to 5 p.m., Monday through Friday.
- b. The Licensee shall use the License Area to carry out activities relating to the Department of Veteran's Affairs.
- c. No dangerous explosives may be brought onto, stored or used on or in the License Area.
- d. The Licensee shall not install any equipment or fixtures or make any alterations to the License Area without proper written consent from the Licensor.
- e. The Licensee will provide their own computer and telephone equipment and installation and all fees associated with their usage and maintenance and coordinate installation and any relocation of its telephones and computers through Licensor's ITS Department. Licensor will provide access to the Property's telephone room.
- f. Licensor will provide a building security system. In the event that Licensee chooses to install additional security, Licensee will be responsible for covering all installation, operating and maintenance fees.

6. Insurance.

- a. Throughout the Term, Licensor shall maintain, at Licensor's sole cost and expense, a policy or policies of comprehensive general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the Licensee and Licensee's officials, agents and employees as additional insureds.
- b. The Licensor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the State of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.
- c. Throughout the Term, Licensor also shall maintain, at Licensor's sole cost and expense, a policy or policies of standard fire and casualty insurance, including special form coverage, insuring the License Area against all risks of damage thereto, together

with endorsements insuring against damage and other loss, costs and expenses due to earthquake, demolition, increased cost of construction, contingent liability associated with building laws and regulations, and, if any portion of the building in which the License Area is located is within a 100 year flood zone, also flood. The coverage limits for such insurance shall be not less than one hundred percent (100%) of the full replacement cost of the License Area and, in all events, in such amounts so that Licensor is not deemed a co-insurer of any loss, risk or damage covered thereby. The amount of casualty insurance maintained by Licensor shall in no way limit the Licensor's obligations to repair or reconstruct the License Area or any portion thereof following a casualty.

d. All insurance shall be written on an occurrence basis as opposed to "claims made" basis.

e. The insurance required hereunder shall be written with insurers licensed to do business in the State of Connecticut and which are rated A-(VIII) or better by the latest edition of Best's Rating Guide or, if not available, any generally recognized replacement therefor. Each policy of insurance required hereunder shall provide for a minimum of thirty (30) days prior notice of any cancellation or changes in coverage. Copies of insurance policies required of one party shall be provided to the other not later than the Commencement Date and thereafter not later than thirty (30) days prior to the expiration of each such policy.

f. Nothing herein shall preclude either party from procuring and maintaining, at such party's sole cost and expense, such additional insurance coverage as such party deems desirable or appropriate, providing, however, that all liability insurance (other than insurance policies for garage-keeper's liability, workers compensation and employer's liability) maintained by Licensor shall name Licensee and Licensee's officials, agents and employees as additional insureds. Any insurance maintained by the Licensor hereunder shall be primary and non-contributory and not in excess of any other insurance maintained by Licensee and/or any other persons or parties. Any insurance maintained by Licensee shall be in excess of any and all insurance maintained by Licensor and shall not contribute with it.

g. The Licensor shall be fully and solely responsible for any and all costs and expenses associated with and thus shall pay any and all coverage deductibles and/or self-insured retentions under any policies maintained by Licensor in connection with the Property. None of the Licensor's insurers shall have any right of subrogation or recovery against Licensee or any of Licensee's officials, agents or employees, all of which rights are hereby waived by Licensor.

h. The liability of the Licensor to indemnify, defend and save and hold harmless the Licensee shall be effectively protected by insurance to the extent insurable. However, the limits of coverage of such insurance purchased by the Licensor shall not in any way limit, reduce or restrict the Licensor's obligation under any indemnification and save and hold harmless provisions stated in this Agreement.

i. The Licensor shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

7. Indemnification.

- a. The Licensor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum ("Claims") arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Licensor, its members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Licensor is in privity of oral or written contract and the Licensor intends for such other person or entity to perform under the Agreement in any capacity ("Licensor Parties"); and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Licensor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Licensor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Licensor's bid, proposal or any all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form ("Records"), any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of this Agreement.
- b. The Licensor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- c. The Licensor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Licensor or any Licensor Parties. The State shall give the Licensor reasonable notice of any such Claims.
- d. The Licensor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Licensor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- e. The Licensor shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Licensor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Agreement. The Licensor shall not begin performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- f. The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- g. This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

8. Miscellaneous.

a. At the expiration or termination of this Agreement, the Licensee may continue to utilize the License Area on a month-to-month basis at the amount in effect during the previous term and subject to the same terms, conditions and covenants contained herein. Notwithstanding this provision, the Licensor shall not charge and the Licensee shall not pay an increase in the consideration unless the Licensor shall have provided the Licensee written demand of the increase at least 45 days prior to the requested effective date and such increase has been previously approved in writing by the State Properties Review Board.

b. All notices required under this Agreement shall be in writing and shall be transmitted by certified mail, return receipt requested (postage prepaid) as follows:

to the Licensee at:

Commissioner of Administrative Services
State Office Building
Department of Public Works
165 Capitol Avenue
Hartford, CT 06106

with copies to:

Department of Administrative Services
State Office Building
Leasing and Property Transfer Unit
165 Capitol Avenue, Room G-1
Hartford, CT 06106;

Department of Veteran's Affairs
287 West Street
Rocky Hill, CT 06067

to the Licensor at :

City of Bridgeport
Department of Health and Social Services
752 East Main Street
Bridgeport, CT 06608

c. The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise

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of the sovereign immunity of the State of Connecticut. The Licensor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

d. This Agreement, whatever the circumstances, shall not be binding on the Licensor or Licensee unless and until approved by the Office of the Attorney General of the State of Connecticut and delivered to the Licensor.

e. This Agreement may not be modified except in writing signed by both the Licensor and Licensee. Any modification of this Agreement or additional obligation assumed by either of the Licensor or the Licensee in connection with this Agreement shall be binding only if evidenced in a writing signed by the Licensor and the Licensee or an authorized representative of the Licensor or the Licensee, and approved by the Office of the Attorney General of the State of Connecticut.

f. The parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

g. This Agreement shall not be recorded on the Land Records.

h. The failure of the Licensee to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

i. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Licensor's request, the Agency shall provide a copy of these orders to the Licensor.

j. The Agreement is subject to the non-discrimination provisions attached hereto as Exhibit B and made a part hereof.

k. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a

value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C attached hereto.

9. Licensee's Rights of Inspection, Audit and Collection; Maintenance of Records.

a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Licensor's and Licensor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

b. The Licensor shall maintain, and shall require each of the Licensor Parties to maintain, accurate and complete Records. The Licensor shall make all of its and the Licensor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

c. The State shall make all requests for any audit or inspection in writing and shall provide the Licensor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

d. All audits and inspections shall be at the State's expense.

e. The Licensor shall keep and preserve or cause to be kept and preserved all of its and Licensor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Licensor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

f. The Licensor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Licensor shall cooperate with an exit conference.

g. The Licensor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Licensor Party.

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IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as set forth below.

CITY OF BRIDGEPORT
DEPARTMENT OF HEALTH AND SOCIAL
SERVICES

Signed in the presence of:

By: _____
Kristin duBay Horton
Its Director
Duly Authorized

Date signed: _____

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE
SERVICES

Signed in the presence of:

By: _____
Donald DeFronzo
Its Commissioner of Administrative Services
Duly Authorized

Date signed: _____

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STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss: Bridgeport

On this the _____ day of _____, 2011, before me, the undersigned officer, personally appeared Kristin duBay Horton, Director of the City of Bridgeport Department of Health and Social Services, executed the foregoing Agreement as her free act and deed and the free act and deed of said City of Bridgeport Department of Health and Social Services.

In Witness Whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires: August 31, 2012

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) ss: Hartford

On this the _____ day of _____, 2011, before me, the undersigned officer, personally appeared Donald DeFronzo, Commissioner of the Department of Administrative Services, State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained.

In Witness Whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

Draft

Accepted:
DEPARTMENT OF VETERAN'S AFFAIRS

By: _____
Dr. Linda S. Schwartz
Its Commissioner

Date signed: _____

Approved in conformance with Conn. General Stat. 4-b-23(o)(2), as revised
OFFICE OF POLICY AND MANAGEMENT:

By: _____
Benjamin Barnes
Its Secretary

Date signed: _____

Approved:
STATE PROPERTIES REVIEW BOARD

By: _____
Edwin S. Greenberg
Its Chairman

Date signed: _____

Approved:
OFFICE OF THE ATTORNEY GENERAL

By: _____
Joseph Rubin
Its Associate Attorney General

Date signed: _____

EXHIBIT A

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NON-DISCRIMINATION PROVISIONS

- (a) For purposes of this Section, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the License Agreement;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Licensor;
 - iv. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - v. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vi. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - vii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - viii. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - ix. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that

employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND
PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND
SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the

business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.



BILL FINCH
Mayor

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

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

ANDREW J. NUNN
CAO

ALEXANDRA B. McGOLDRICK
Acting Director
Office of Central Grants

COMM. #106-10 Referred to ECD&E Committee on
07/05/2011

June 29, 2011

TO: Fleeta Hudson, City Clerk
FROM: Renu Gupta,
RE: Elderly Hispanic Grant Program – FY 2012

The Central Grants Department seeks authorization for Mayor Bill Finch or his designee to enter into contract with Southwestern Connecticut Agency on Aging (SWCAA) for an Elderly Hispanic Grant program and to sign all related documents, contracts and resolutions.

The Elderly Hispanic grant program will provide much needed information & assistance services to Bridgeport elderly residents with priority given to the elderly Hispanic population.

Thank you for your attention to this matter. Please feel free to call me at X7732 with any questions.

ATTEST
CITY CLERK

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CITY OF BRIDGEPORT OFFICE
JUN 29 P 1:24



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

PROJECT TITLE: Elderly Hispanic Grant Program – FY 2012

RENEWAL X NEW

DEPARTMENT SUBMITTING INFORMATION: Social Services

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

PROJECT SUMMARY/DESCRIPTION:

This program will provide information and referral services to seniors focusing on Hispanic population who encounter the challenges of language and complicated medical terminology

CONTRACT DATES:

October 1, 2011 – September 30, 2012

PROGRAM GOALS AND OBJECTIVES

The goal of the proposed project is to improve the quality of life to approximately 250 low-income Hispanic elders by providing information and performing needs assessment to address their needs. The expectation would be that every individual who access our Elderly Hispanic Information & Assistance Services Program would have received appropriate services within the project period. A Bi-lingual Outreach Worker will address the problems associated with the target population on a case by case basis as it relates to the services associated with the Elderly Hispanic Outreach Project.

IF APPLICABLE

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

Federal:
State:
City:
Other: \$17,366 (SWCAA)

FUNDS REQUESTED

Salaries/Benefits: \$17,366
Office/ Supplies/Travel:

Subcontracts: Yes No X

If yes, supply listing and dollar amount
(please attach)

WHEREAS, the Southwestern Ct Agency on Aging is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through the Southwestern Ct Agency on Aging Title III funds and,

WHEREAS, funds under this grant will be used to provide Information and Referral Services to Seniors in Bridgeport and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the Southwestern Ct Agency on Aging in an amount not to exceed \$17,366 ; and

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the Southwestern Ct Agency on Aging for funds to provide Information and Referral Services to Seniors

2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Southwestern Ct Agency on Aging for the Information and Referral Services to Seniors and, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



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ANDREW J. NUNN
CAO

BILL FINCH
Mayor

COMM. #107-10 Referred to ECD&E Committee on
07/05/2011

ALEXANDRA B. McGOLDRICK
Acting Director
Office of Central Grants

June 29, 2011

To: Fleeta Hudson
From: Renu Gupta
Re: 2011 – 2012 SWCAA Grant Application – Senior Transportation
Services

The Central Grants Department seeks authorization for Mayor Finch or his designee to enter into contract with the Southwestern Ct. Agency on Aging for Senior Transportation Services Grant and to sign all related documents, contracts and resolutions.

The Senior Transportation Services grant assists seniors in Bridgeport area to maintain their independence by providing transportation assistance to and from senior centers and for their medical appointments.

Thank you for your attention to this matter. Please feel free to call me at X7732 with any questions.

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CITY CLERK'S OFFICE
2011 JUN 29 P 1:24
ATTENT: [illegible]



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

PROJECT TITLE: Senior Transportation Services

RENEWAL X NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

PROJECT SUMMARY/DESCRIPTION:

The Senior Transportation program is bringing all city provided transportation to seniors under one program and is under the Parks & Services Department. A dispatcher receives the phone calls from the seniors and coordinates the dispatch of transportation to them. The priority is given for the medical appointment and trips to Senior Center for nutrition program.

CONTRACT DATES:

October 1, 2011 – September 30, 2012

PROGRAM GOALS AND OBJECTIVES

The overarching goal of the project is to provide seniors with the necessary transportation services. By providing transportation services, elderly will be able to remain in their homes as long as possible. They will be able to retain the independence that is critical to their safety, mental and physical well-being.

IF APPLICABLE

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

Federal:
State:
City:
Other: \$21,750 (SWCAA)

FUNDS REQUESTED

Salaries/Benefits: \$21,750
Fuel:

Subcontracts: Yes No

WHEREAS, the Southwestern Ct Agency on Aging is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through the Southwestern Ct Agency on Aging Title III funds and,

WHEREAS, funds under this grant will be used to provide Senior Transportation Services in Bridgeport and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the Southwestern Ct Agency on Aging in an amount not to exceed \$21,750 ; and

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the Southwestern Ct Agency on Aging for funds to provide dispatch transportation services to seniors

2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Southwestern Ct Agency on Aging for the Senior Transportation Services, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



BILL FINCH
Mayor

City of Bridgeport, Connecticut
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ANDREW J. NUNN
CAO

ALEXANDRA B. McGOLDRICK
Acting Director
Office of Central Grants

COMM. #108-10 Referred to ECD&E Committee on
07/05/2011

June 27, 2011

To: Fleeta Hudson
From: Renu Gupta
Re: 2011 – 2012 SWCAA Grant Application – East Side Senior Center

The Central Grants Department seeks authorization for Mayor Finch or his designee to enter into contract with the Southwestern Ct. Agency on Aging for an East Side Senior Center Grant and to sign all related documents, contracts and resolutions.

The goal of the project is to promote independence and improve the quality of life for Bridgeport low income seniors by providing an array of integrated health and social support services. The East Side Senior Center meets that goal through the provision of a variety of health, nutrition and social service programs provided free of charge at the center. The center is located in the East Side of Bridgeport and is open Monday through Friday from 8:30 a.m. – 3:30 p.m.

Thank you for your attention to this matter. Please feel free to contact me if additional information is needed.

ATTEST
CITY CLERK
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2011 JUN 29 P 1:24



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

PROJECT TITLE : SWCAA East Side Senior Center

RENEWAL X NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7110

PROJECT SUMMARY/DESCRIPTION:

Funding supports the East Side Senior Center located at the corner of East Main Street and Arctic Street. The center is open Monday – Friday from 8:30 a.m. – 4:30 p.m.. The goal of the project is to promote independence and improve the quality of life for Bridgeport low income seniors by providing an array of integrated health and social support services.

CONTRACT DATES:

October 1, 2011 – September 30, 2012

PROGRAM GOALS AND OBJECTIVES

The center offers a variety of activities that are culturally sensitive and relate to the needs and interests of this culturally diverse community. The grant objectives include:

- Provide culturally sensitive programs for Hispanic and other culturally diverse seniors.
- Collaborate with other non-profits, health centers and educational institutions to build a strong network of community-based services.
- Promote better nutrition among older people, especially those with chronic health problems, to teach them to eat healthy and within their dietary restrictions.

IF APPLICABLE

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

Federal:
State:
City:
Other: \$17,894 (SWCAA)

FUNDS REQUESTED

Salaries/Benefits: \$15,622
Office/Program Supplies: \$ 2,272
Special Events/Refreshments:
Subcontracts: Yes No X
If yes, supply listing and dollar amount
(please attach)

WHEREAS, the Southwestern Ct Agency on Aging is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through a grant for the East Side Senior Center and,

WHEREAS, funds under this grant will be used to provide social, cultural and health services for seniors; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the Southwestern Ct Agency on Aging in an amount not to exceed \$17,894 for the purpose of providing social, cultural and health services for seniors; and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the Southwestern Ct Agency on Aging to provide social, cultural and health services for seniors; and,
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Southwestern Ct Agency on Aging for a grant for the East Side Senior Center, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



BILL FINCH
Mayor

City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
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ANDREW J. NUNN
CAO

ALEXANDRA B. MCGOLDRICK
Acting Director
Office of Central Grants

COMM. #109-10 Referred to ECD&E Committee on
07/05/2011

June 29, 2011

To: City Clerk
From: Alexandra McGoldrick, Acting Director, Central Grants Office
Re: Resolution - State of Connecticut OPM, Transit Oriented Development
(TOD) Pilot Program

Attached, please find a resolution and grant summary for referral to the ECDE
Subcommittee of the City Council.

Grant: State of Connecticut OPM – Transit Oriented Development (TOD) Pilot
Program

Summary: The City of Bridgeport is applying for a grant from the State OPM for a for
the TOD planning grant.

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CITY CLERK'S OFFICE
2011 JUN 29 P 4: 25
ATTEST
CITY CLERK

WHEREAS, the State of Connecticut has authorized funding for a TOD planning grant available from the Transit-Oriented Development (TOD) Pilot Program, authorized under Section 67 of Public Act 07-7 of the June 2007 Special Session, and

Whereas, under the terms of this application, the City must enter into a MOU with our respective regional planning organization, in this case the Greater Bridgeport Regional Council, as stipulated within the authorizing legislation, and

Whereas, The City of Bridgeport has initiated a development strategy for a north – south segment of the City known as the East Bridgeport Development Corridor beginning at Pleasure Beach and extending northward crossing I-95, the MN Railroad, and US Rt.1, encompassing hundreds of acres and holding the potential for new transportation, housing and business development opportunities, and

Whereas, the City has previously received a federal grant in the amount of \$189,000 as part of the Sustainable Communities Initiative to develop a new East Bridgeport P.T. Barnum Train Station, and

Whereas, this TOD Grant Application affords the City the opportunity to build upon the prior federal award and develop a Transit Oriented Development Overlay Plan for this area,

Whereas, under the terms of this Grant, joint applications or applications supporting surrounding communities may be developed,

Now Therefore, Be It Resolved that the City Council of the City of Bridgeport, authorizes the Mayor, Bill Finch, to apply to the State of Connecticut for the TOD planning grant, either individually or in cooperation with surrounding municipalities, enter into a Memorandum of Understanding (MOU) with the Greater Bridgeport Regional Council, and execute all documents and take all actions necessary to accomplish same.



GRANT SUMMARY

PROJECT TITLE: _____ State of Connecticut Department OPM Transit Oriented Development

RENEWAL _____ NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: _____ Alexandra B. McGoldrick _____

PHONE NUMBER: _____ 203-332-5665 _____

PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport has initiated a development strategy for a north – south segment of the City known as the East Bridgeport Development Corridor beginning at Pleasure Beach and extending northward crossing I-95, the MN Railroad, and US Rt.1, encompassing hundreds of acres and holding the potential for new transportation, housing and business development opportunities. This grant will assist with the TOD planning for this project.

Project Period: 1 year grant project period.

IF APPLICABLE

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

Federal: up to \$1,000,000

State:

City:

Other:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:



City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
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ANDREW J. NUNN
 CAO

BILL FINCH
 Mayor

COMM. #110-10 Referred to ECD&E Committee on 7/5/2011
 (Ref. # 35-10)

KELLY McDERMOTT
 Senior Manager

TO: Honorable Members of the Bridgeport City Council

FROM: Kelly McDermott, Senior Manager

RE: Program Year 37 Annual Action Plan: SUBSTANTIAL AMMENDMENT

DATE: June 29, 2011

RECEIVED
 CITY CLERK'S OFFICE
 2011 JUN 29 10:50 AM
 ANNEST
 CITY OF BRIDGEPORT

As you know, the City of Bridgeport submitted its Annual Action Plan for PY 37 for the Community Development Block Grant Program on May 13, 2011 to the U.S. Department of Housing and Urban Development (HUD). The City conducted its citizen participation process for the Annual Action Plan for PY 37 without its final entitlement allocations from HUD and for planning purposes used an amount that was thirty percent (30%) below the previous years allocation.

In order to meet the mandated deadline for submission of May 15th, the City also included within its Plan its strategy for how it would deal with the final entitlement amounts should they differ from the estimated amount. The strategy agreed to, and adopted by the City Council in their resolution stated that if the City should receive an increase for CDBG/ESG/HOME/HOPWA the increase would be allocated to a contingency account for future City Council action based upon the applications previously received and considered during the PY 37 process.

The City of Bridgeport allocated Program Year 37 HUD entitlement funds at a 30% cut; however, Bridgeport only received a 16.2% cut.

Here is the funding breakdown:

Program	CDBG	HOME	ESG	HOPWA
Approved Allocation by City Council (30% reduction)	2,524,675	1,072,062	101,866	592,353
HUD Allocation for FY11 (announced 5/27)	3,009,212	1,352,075	146,122	832,063
Difference	484,537	280,013	44,256	239,710
Public Services	72,680.55			
Admin	96,907.40	28,001.30	306.10	7,191.30
All other categories	314,949.05	252,011.70	43,949.90	232,581.70

The substantial amendment process, guided by HUD regulations, requires the Citizen Union to provide formal recommendations to City Council on the allocation of these additional funds. Citizen Union Recommendations have been enclosed for your review.

I would appreciate your referral of this matter to the ECDE Committee for their review and recommendation back to the City Council for the August 1, 2011.

Thank you for your consideration.

Cc: Adam Wood, Chief of Staff
Andrew Nunn, CAO

CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT
PROGRAM YEAR 37 ANNUAL ACTION PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBSTANTIAL AMENDMENT

DRAFT RESOLUTION

WHEREAS, the City of Bridgeport, Connecticut submitted its Annual Action Plan for PY 37 for the Community Development Block Grant Program on May 13, 2011 to the U.S. Department of Housing and Urban Development (HUD) without benefit of having its final entitlement allocations and for planning purposes had conducted its citizen participation process utilizing an amount at 30% below the PY36 allocation; and

WHEREAS, the City Council submitted the Annual Action Plan for PY 37 with a strategy for how it would deal with an increase or a decrease in the final allocations for the four formula grant programs; and

WHEREAS, the strategy articulated that an increase in the entitlement grants would be allocated to a Contingency Account for future City Council action based upon the applications previously received and considered during the PY 37 process; and

WHEREAS, the City received the following additional funds for PY 37 and per the City Council resolution put those funds into a Contingency Account;

Community Development Block Grant Program	\$484,537
Emergency Shelter Grant Program	\$ 44,256
HOME Program	\$280,013
HOPWA Program	\$239,710

now therefore be it

RESOLVED, that the Contingency Account be allocated to the following projects based upon the criteria set by the City Council:

Program Year 37 Funding Requests and Allocations
 Department of Central Grants and Community Development

SUBSTANTIAL AMMENDMENT

Citizen Union Recommendations 6-16-11

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommend	Year 37 Citizen Union Recommend (reprogram)	Year 37 ECDE Recommend	Year 37 ECDE Recommend (reprogram)	Final Council Approval	Final Council Approval (reprogram)	Year 37 Substantial Amendment Citizen Union Recommend	Year 37 Substantial Amendment ECDE Recommend	Year 37 Substantial Amendment Final Council Approval
	PUBLIC SERVICES										
	15% Maximum of CDBG Allocation (\$378,701)										
45	Affordable Housing Centers	\$80,000	\$0		0		0		\$0		
56	American Red Cross	\$10,000	\$0		\$0		\$0		\$0		
40	BHA North End Summer Program	\$12,000	\$0		\$0		\$0		\$0		
41	BHA Unique and Unified	\$20,000	\$7,000		\$7,000		\$7,000		\$7,000		
61	BPT YMCA South End Comm. Center	\$22,000	\$8,000		\$8,000		\$8,000		\$0		
38	Bridgeport Neighborhood Trust Homeownership Program	\$150,000	\$0		\$0		\$0		\$0		
36	Caroline House	\$20,043	\$0		\$0		\$0		\$0		
13	Child Guidance Center SIHRY	\$40,000	\$5,000		\$5,000		\$5,000		\$5,000		
C9	CoB Dept. on Aging Senior Center Program	\$39,000	\$33,000		\$37,729		\$37,729		\$0		
C5	CoB East Side Senior Center RENTAL	\$40,000	\$0		\$40,000		\$40,000		\$0		
C6	CoB East Side Senior Center PROGRAM	\$20,000	\$5,000		\$0		\$0		\$0		
C7	CoB Human Resources YSB Grant Match	\$40,000	\$40,000		\$40,000		\$40,000		\$0		
C28	CoB Mayor's Conservation Corp.	\$98,285	\$71,000		\$74,408		\$74,408		\$0		
C21	CoB ONR NRZ Leadership Training	\$25,000	\$0		\$0		\$0		\$0		
C27	CoB ONR East End NRZ	\$5,000	\$0		\$0		\$0		\$0		
C22	CoB East Side NRZ	\$15,000	\$0		\$6,000		\$6,000		\$0		
C23	CoB OPED ONR Financial Literacy	\$60,000	\$0		\$0		\$0		\$0		
C4	CoB Office of Person's w/Disabilities	\$40,666	\$30,666		\$46,035		\$46,035		\$0		
C8	CoB Parks/Recreation Senior Programs	\$15,000	\$0		\$0		\$0		\$0		
C19	CoB Social Services Department - Landlord/Tenant Program	\$5,000	\$0		\$2,500		\$2,500		\$2,500		
C13	CoB SS Emergency Relocation	\$55,000	\$40,000		\$55,110		\$55,110		\$0		
C3	CoB Veteran's Affairs	\$48,933	\$33,000		\$0		\$0		\$14,000		
51	CRRA Garbage Museum	\$16,800	\$0		\$0		\$0		\$4,180		
10	CT Free Shakespeare/Dandelion Prod.	\$24,885	\$0		\$0		\$0		\$0		
64	Beardsley Zoo Wild Assemblies	\$15,500	\$0		\$5,000		\$5,000		\$0		
60	Downtown Cabaret	\$26,100	\$0		\$3,828		\$3,828		\$5,000		
9	FSW	\$15,000	\$0		\$5,000		\$5,000		\$2,000		
3	GBAPP	\$10,000	\$0		\$0		\$0		\$0		
35	Groundwork Bridgeport	\$20,307	\$10,000		\$6,091		\$6,091		\$0		
8	Hill Neighborhood House Ella Jackson Senior Center	\$70,000	\$8,000		\$8,000		\$8,000		\$0		

Program Year 37 Funding Requests and Allocations
 Department of Central Grants and Community Development
 SUBSTANTIAL AMMENDMENT

Citizen Union Recommendations 6-16-11

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommend	Year 37 Citizen Union Recommend (reprogram)	Year 37 ECDE Recommend	Year 37 ECDE Recommend (reprogram)	Final Council Approval	Final Council Approval (reprogram)	Year 37 Substantial Amendment Citizen Union Recommend	Year 37 Substantial Amendment ECDE Recommend	Year 37 Substantial Amendment Final Council Approval
5	IDEA for Autism	\$32,500	\$0		\$0		\$0		\$0		
11	McGivney Center	\$12,000	\$5,000		\$4,000		\$4,000		\$4,000		
27	Mt. Aery Development Corp.	\$14,000	\$0		\$0		\$0		\$0		
71	New Beginning Ministry	\$60,000	\$0		\$0		\$0		\$0		
14	North End Community Council	\$15,000	\$10,000		\$0		\$0		\$7,500		
44	Operation Hope	\$16,000	\$0		\$0		\$0		\$0		
12	Original Works Inc.	\$35,000	\$5,000		\$3,000		\$3,000		\$2,500		
82	PIVOT Ministries	\$17,000	\$5,000		\$0		\$0		\$0		
62	BPT Police Athletic League	\$20,000	\$5,000		\$3,000		\$3,000		\$0		
57	Prayer Tabernacle Church of Love	\$85,000	\$15,315		\$0		\$0		\$0		
58	Prayer Tabernacle Church of Love	\$167,000	\$20,000		\$0		\$0		\$0		
73	Ralphola Taylor Comm. Center	\$57,953	\$20,000		\$9,000		\$9,000		\$11,000		
76	Sickle Cell	\$10,000	\$0		\$2,500		\$2,500		\$2,500		
79	SWAHEC Give Kids a Smile	\$2,500	\$2,500		\$0		\$0		\$0		
84	Taste and See Outreach Ministries	\$50,000	\$0		\$0		\$0		\$0		
47	United Congregational Church Community Supper Prgm	\$8,320	\$0		\$2,500		\$2,500		\$3,000		
49	United Congregational Church Project Learn	\$15,000	\$0		\$0		\$0		\$0		
72	VIP College Preparation	\$46,400	\$0		\$5,000		\$5,000		\$0		
	PUBLIC SERVICES SUBTOTAL	\$1,722,526	\$378,701		\$378,701		\$378,701		\$72,680		
	HOUSING										
C31	CG&CD Housing Program Delivery	\$140,000	\$0	\$140,000	\$140,000	\$0	\$140,000	\$0	\$0		
C1	CG&CD Lead Free Families	\$25,000	\$0	\$25,000	\$25,000	\$0	\$25,000	\$0	\$0		
C33	CG&CD Residential Rehab Program	\$250,000	\$0	\$75,000	\$0	\$175,000	\$0	\$175,000	\$0		
C10	CoB Housing/Commercial Code	\$143,148	\$110,000	\$0	\$109,225	\$0	\$109,225	\$0	\$0		
C11	CoB Lead Poisoning Prevention	\$159,103	\$159,103	\$0	\$144,388	\$0	\$144,388	\$0	\$0		
C20	CoB ONR Residential Rehab Program	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
26	The Kennedy Center	\$164,015	\$0	\$164,015	\$0	\$0	\$0	\$0	\$164,015		
23	Mutual Housing of SW CT	\$45,000	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0		
25	Supportive Housing Works	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
29	Third Stone Ridge	\$225,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
30	Unity Heights	\$240,000	\$0	\$0	\$0	\$185,000	\$0	\$185,000	\$0		

Program Year 37 Funding Requests and Allocations
 Department of Central Grants and Community Development

SUBSTANTIAL AMMENDMENT

Citizen Union Recommendations 6-16-11

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommendation	Year 37 Citizen Union Recommendation (reprogram)	Year 37 ECDE Recommendation	Year 37 ECDE Recommendation (reprogram)	Final Council Approval	Final Council Approval (reprogram)	Year 37 Substantial Amendment Citizen Union Recommendation	Year 37 Substantial Amendment ECDE Recommendation	Year 37 Substantial Amendment Final Council Approval
	HOUSING SUBTOTAL	\$1,606,266	\$769,103	\$449,015	\$418,613	\$360,000	\$418,613	\$360,000	\$164,015		

Program Year 37 Funding Requests and Allocations
 Department of Central Grants and Community Development

SUBSTANTIAL AMMENDMENT

Citizen Union Recommendations 6-16-11

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommendation	Year 37 Citizen Union Recommendation (reprogram)	Year 37 ECDE Recommendation	Year 37 ECDE Recommendation (reprogram)	Final Council Approval	Final Council Approval (reprogram)	Year 37 Substantial Amendment Citizen Union Recommendation	Year 37 Substantial Amendment ECDE Recommendation	Year 37 Substantial Amendment Final Council Approval
	PUBLIC FACILITIES/Infrastructure										
22	ABCDFreeman Homes	\$175,800	\$0	\$0	\$0	\$20,000	\$0	\$20,000	\$0		
78	African American Historical Association	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
77	Ark of Christ Ministries, Building Improvements	\$15,000	\$0	\$8,000	\$0	\$0	\$0	\$0	\$0		
75	Bridgeport Community Land Trust, 12 new gardens	\$108,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
16	Cardinal Shehan Center Building Repairs	\$22,525	\$0	\$20,000	\$22,525	\$0	\$22,525	\$0	\$0		
C16	CoB OPED ONR NRZ Improvement Projects	\$1,973,600	\$250,540	\$350,108	\$8,705	\$97,357	\$8,705	\$97,357	\$100,000		
C24	CoB Parks and Recreation Tree Planting Program	\$119,000	\$20,000	\$0	\$99,000	\$0	\$99,000	\$0	\$0		
C25	CoB Parks and Recreation Glenwood Park Tennis Courts	\$300,000	\$0	\$100,000	\$0	\$180,000	\$0	\$180,000	\$0		
C26	CoB Parks and Recreation Public Park Improvements	\$92,000	\$29,200	\$0	\$0	\$92,000	\$0	\$92,000	\$0		
63	GBAPP	\$71,077	\$0	\$0	\$0	\$20,000	\$0	\$20,000	\$0		
7	Hall Neighborhood House HVAC	\$20,000	\$0	\$0	\$0	\$20,000	\$0	\$20,000	\$0		
4	IDEA for Autism	\$50,750	\$0	\$0	\$0	\$30,000	\$0	\$30,000	\$0		
37	Liberation Programs	\$40,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
53	McGivney Center	\$78,110	\$0	\$50,000	\$0	\$30,000	\$0	\$30,000	\$20,000		
46	Neighborhood Studios of Ffld County	\$30,770	\$0	\$0	\$0	\$15,000	\$0	\$15,000	\$0		
42	Recovery Network of Programs	\$22,000	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0		
83	Taste & See Outreach	\$106,715	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0		
24	United Cerebral Palsy	\$41,566	\$0	\$0	\$0	\$41,566	\$0	\$41,566	\$0		
	PUBLIC FACILITY/INFRASTRUCTURE SUBTOTAL	\$3,567,663	\$299,740	\$596,108	\$130,230	\$545,923	\$130,230	\$545,923	\$120,000		

Program Year 37 Funding Requests and Allocations
 Department of Central Grants and Community Development

SUBSTANTIAL AMMENDMENT

Citizen Union Recommendations 6-16-11

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommendation	Year 37 Citizen Union Recommendation (reprogram)	Year 37 ECDE Recommendation	Year 37 ECDE Recommendation (reprogram)	Final Council Approval	Final Council Approval (reprogram)	Year 37 Substantial Amendment Citizen Union Recommendation	Year 37 Substantial Amendment ECDE Recommendation	Year 37 Substantial Amendment Final Council Approval
ECONOMIC DEVELOPMENT											
74	Community Capital Fund Business Loan Fund	\$250,000	\$0	\$50,000	\$47,000	\$0	\$47,000	\$0	\$30,934		
C14	CoB OPED Small Business Gap Fund	\$200,000	\$100,000	\$0	\$0	\$125,000	\$0	\$125,000	\$0		
C15	CoB OPED, Storefront Improvement Program	\$150,000	\$0	\$100,000	\$0	\$125,000	\$0	\$125,000	\$0		
69	Greater BPT Community Enterprises Mattress Recycling	\$163,000	\$50,000	\$0	\$0	\$100,000	\$0	\$100,000	\$0		
	ECONOMIC DEVELOPMENT SUBTOTAL	\$763,000	\$150,000	\$150,000	\$47,000	\$350,000	\$47,000	\$350,000	\$30,934		
ANTI-BLIGHT											
C18	CoB OPED ONR Demolition	\$175,000	\$0	\$58,800	\$0	\$0	\$0	\$0	\$0		
	SUBTOTAL	\$175,000	\$0	\$58,800	\$0	\$0	\$0	\$0	\$0		
PLANNING/ADMIN											
	MAX=20% CDBG ALLOCATION - (\$504,935)										
39	Seaside Village Homes	\$128,000	\$0		\$0		\$0		\$0		
C17	CoB ONR NRZ Planning - Reservoir and Phase II Black Rock	\$88,000	\$0		\$0		\$0		\$0		
C32	CG&CD CDBG Administration	\$649,202	\$504,935		\$504,935		\$504,935		\$96,907		
	Planning/Admin SUBTOTAL	\$865,202	\$504,935		\$504,935		\$504,935		\$96,907		
SECTION 108											
	Section 108 Loan Repayment	1,045,196	\$922,196		\$1,045,196		\$1,045,196		\$0		
	Section 108 SUBTOTAL	\$1,045,196	\$922,196		\$1,045,196		\$1,045,196		\$0		
	GRAND TOTAL CDBG		\$2,524,675	\$1,255,923	\$2,524,675	\$1,255,923	\$2,524,675	\$1,255,923	\$484,536		

Program Year 37 Funding Requests and Allocations
 Department of Central Grants and Community Development

SUBSTANTIAL AMMENDMENT

Citizen Union Recommendations 6-16-11

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommendation	Year 37 ECDE Recommendation (reprogram)	Year 37 ECDE Recommendation	Year 37 ECDE Recommend (reprogram)	Final Council Approval	Final Council Approval (reprogram)	Year 37 Substantial Amendment Citizen Union Recommendation	Year 37 Substantial Amendment ECDE Recommendation	Year 37 Substantial Amendment Final Council Approval
	EMERGENCY SHELTER GRANT										
	CANNOT EXCEED \$101,866										
20	ABCD Energy Assistance	\$90,339	\$16,400		\$15,000		\$15,000		\$18,128		
21	ABCD Rental Assistance	\$90,339	\$16,400		\$15,000		\$15,000		\$18,128		
19	ABCD St. Stephen's	\$41,600	\$9,000		\$6,366		\$6,366		\$0		
33	Alpha Community Services	\$50,000	\$17,066		\$25,000		\$25,000		\$0		
81	Ark of Christ Ministries	\$18,466	\$0		\$0		\$0		\$0		
68	Bpt. Tabernacle SDA	\$24,200	\$5,000		\$5,000		\$5,000		\$0		
C2	COB Human Services Veterans Food Pantry	\$25,000	\$3,000		\$5,000		\$5,000		\$0		
85	East End Community Council	\$10,000	\$2,000		\$2,500		\$2,500		\$2,500		
1	Frank Habansky Food Pantry	\$10,000	\$4,000		\$5,000		\$5,000		\$0		
2	Greater Bpt. Adolescent Pregnancy Program	\$26,364	\$8,000		\$3,500		\$3,500		\$0		
28	Healing Tree Kings Pantry	\$30,000	\$8,000		\$5,000		\$5,000		\$3,000		
15	North End Community Council	\$10,000	\$3,000		\$2,500		\$2,500		\$2,500		
59	Prayer Tabernacle Church of Love	\$70,000	\$0		\$0		\$0		\$0		
43	Recovery Network of Programs/Heat Timer	\$6,000	\$0		\$0		\$0		\$0		
54	Refocus Outreach Ministry/Bright Space	\$12,480	\$0		\$0		\$0		\$0		
50	United Congregation Church/Feel the Warmth	\$28,707	\$0		\$0		\$0		\$0		
48	United Congregation/Feel the Warmth Food Pantry	\$15,000	\$3,000		\$5,000		\$5,000		\$0		
C29	C G & C D Administration	\$7,000	\$7,000		\$7,000		\$7,000		\$0		
	TOTAL	\$565,495	\$101,866		\$101,866		\$101,866		\$44,256		

Program Year 37 Funding Requests and Allocations
 Department of Central Grants and Community Development

SUBSTANTIAL AMMENDMENT

Citizen Union Recommendations 6-16-11

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommend	Year 37 Citizen Union Recommend (reprogram)	Year 37 ECDE Recommend	Year 37 ECDE Recommend (reprogram)	Final Council Approval	Final Council Approval (reprogram)	Year 37 Substantial Amendment Citizen Union Recommend	Year 37 Substantial Amendment ECDE Recommend	Year 37 Substantial Amendment Final Council Approval
	<u>HOPWA</u> <u>CANNOT EXCEED \$592,353</u>										
31	AIDS Project Greater Danbury	\$114,000.00	\$101,000		\$75,000		\$75,000		\$26,000		
34	Alpha Community Services	\$40,000.00	\$0		\$0		\$0		\$0		
80	Ark of Christ Ministry/Counseling Center	\$6,700.00	\$0		\$0		\$0		\$0		
18	Catholic Charities/Scattered Site Housing	\$217,000.00	\$68,000		\$70,000		\$70,000		\$96,519		
17	Chemical Abuse Services Agency	\$98,462.00	\$53,000		\$43,000		\$43,000		\$20,000		
32	Mid Fairfield AIDS Project	\$153,000.00	\$125,000		\$120,000		\$120,000		\$10,000		
52	Recovery Network of Programs/Prospect House	\$130,634.00	\$77,000		\$80,000		\$80,000		\$20,000		
55	Refocus Outreach Ministry, Inc.	\$85,369.00	\$40,966		\$75,000		\$75,000		\$10,000		
6	St. Luke's Community Service	\$182,968.00	\$101,000		\$111,583		\$111,583		\$50,000		
C30	CG&CD Administration	\$26,387.00	\$26,387		\$17,770		\$17,770		\$7,191		
	TOTAL	\$1,054,520	\$592,353		\$592,353		\$592,353		\$239,710		
	<u>HOME ALLOCATION PLAN</u> <u>CANNOT EXCEED \$1,072,062</u>										
	Administration (10%)	\$107,206	\$107,206		\$107,206		\$107,206		\$28,001		
	Rental Production	\$800,000	\$800,000		\$800,000		\$800,000		\$252,012		
	Home Ownership Activities	\$164,856	\$164,856		\$164,856		\$164,856		\$0		
		\$1,072,062	\$1,072,062		\$1,072,062		\$1,072,062		\$280,013		

Resolution

By Council Member Andre F. Baker Jr., 139th District

For introduction at the meeting of the City Council to be held on July 5, 2011.

For referral to the Committee on Ordinance.

Resolution to establish a fee for the preparation of an affidavit by the City of Bridgeport Office of Vital Statistics.

Whereas, Office of Vital Statistics staff do not notarize nor prepare affidavits for the public.

Whereas, staff have estimated that approximately one hundred such requests are made each year for such services.

Whereas, revenue can be generated by the preparation of affidavits for the public.

Whereas, the statutory fee for notarization is \$5.00 per signature.

Be it resolved, that a fee of \$25.00 be established for the preparation of an affidavit by the Office of Vital Statistics.

Submitted



Andre F. Baker

Date

July 5, 2011

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2011 JUL - 6 A 9:02

Resolution

By Council Member Andre F. Baker Jr., 139th District

For introduction at the meeting of the City Council to be held on July 5, 2011.

For referral to the Committee on Ordinance.

Resolution to establish a fee for all genealogical searches in the Office of Vital Statistics.

Whereas, Connecticut General Statue 7-51a states that members of genealogical societies incorporated or authorized to do business or conduct affairs in this state shall have full access to all vital records.

Whereas, the Bridgeport Assistant Registrar of Vital Statistics researches public requests for genealogical searches for no charge.

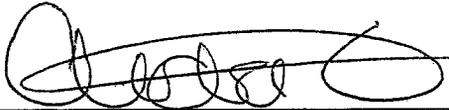
Whereas, these genealogical searches require an inordinate amount of time to conduct.

Whereas, genealogical societies charge hourly fees for researches plus the cost of the record for such searches.

Be it resolved, that a \$40.00 fee for all searches requested by the public be established.

Be it resolved, that the fee include the cost of the certified copy, if found.

Be it resolved, that the fee be payable at the time of the request.

Submitted 
Andre F. Baker

Date July 5, 2011

ATTENTION CITY CLERK
2011 JUL -6 A 9:02
RECEIVED
CITY CLERK'S OFFICE

***66-10 Consent Calendar**

Disposition of 60 Circular Avenue: Offer to purchase from Brennan's Shebeen Irish Bar and Grill.

**Report
of
Committee
on
ECB & Environment**

Submitted: July 5, 2011

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***66-10 Consent Calendar**

A Resolution by the Bridgeport City Council
Regarding the Disposition of 60 Circular Avenue

Whereas, the City of Bridgeport may acquire real property at 60 Circular Avenue (the property) in 2010 through strict foreclosure; and

Whereas, Brennan's Shebeen Irish Bar and Grill is a business with 1 years of operating history in Bridgeport; and

Whereas, Brennan's Shebeen Irish Bar and Grill has expressed a desire to purchase the Property from the City of Bridgeport; and

Whereas, Brennan's Shebeen Irish Bar and Grill is willing to pay fair market value for the Property Parking is very limited, Brennan's Shebeen Irish Bar and Grill would like to use this space as a parking lot, Brennan's Shebeen Irish Bar and Grill plan on cleaning up the space by repaving, putting lighting for safety reasons and securing; and

Whereas, it is in the best interests of the City of Bridgeport to support small businesses, and projects such as the one proposed by Brennan's Shebeen Irish Bar and Grill; Now, therefore be it

Resolved, Subsequent to the City of Bridgeport's acquisition of 60 Circular Avenue by strict foreclosure, the Mayor or Director of the Office of Planning and Economic Development is authorized to take all necessary actions on behalf of the City of Bridgeport to sell the Property to Brennan's Shebeen Irish Bar and Grill or a commonly owned entity for fair market value; and be it further

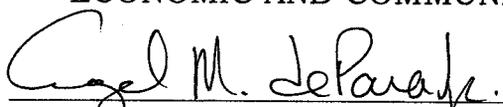
Resolved, The sale of the Property will be subject to zoning compliance, evidence of a financial plan for the proposed improvements, and other reasonable conditions as the Office of Planning and Economic Development may determine, in consultation with the City Attorney's office.



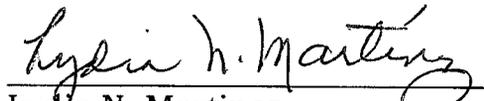
Report of Committee on ECD and Environment
***66-10 Consent Calendar**

-2-

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

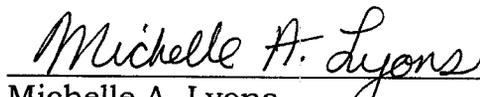

Angel M. dePara, Jr. Co-Chair

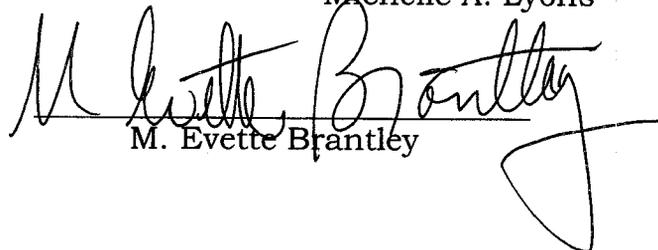

Robert P. Curwen, Sr. Co-Chair


Lydia N. Martinez


Warren Blunt


Anderson Ayala


Michelle A. Lyons


M. Evette Brantley

101-10

Agreement with AFSCME, Local 1522 regarding a collective bargaining unit agreement.

**Report
of
Committee
on
Contracts**

Submitted: 07/05/2011 (OFF THE FLOOR)

Adopted: _____

Attest: _____



City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

101-10

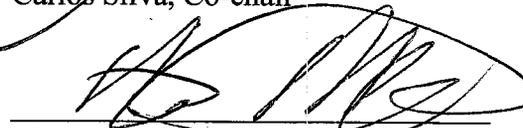
RESOLVED, That the attached collective bargaining agreement between the City of Bridgeport and AFSCME, Local 1522, for the period of July 1, 2011 thru June 30, 2014, be and it hereby is, in all respects, approved, ratified and confirmed.

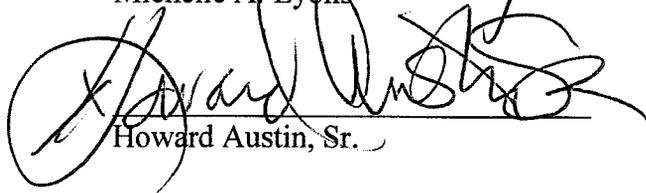
**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**


Richard M. Paoletto, Jr., Co-chair


Carlos Silva, Co-chair


Michelle A. Lyons


Martin C. McCarthy


Howard Austin, Sr.


Robert P. Curwen, Sr.

James Holloway

City Council: July 5, 2011 (OFF THE FLOOR)

**Tentative Agreement
Between
City of Bridgeport
And
AFSCME, Local 1522**

1. The City of Bridgeport ("the City of Bridgeport" includes all departments and divisions of the City of Bridgeport including the City of Bridgeport, Board of Education) agrees that there will be no lay-offs of current AFSCME, Local 1522 bargaining unit members from July 1, 2010 through July 1, 2013. This no lay-off language will only apply to current members of AFSCME, Local 1522 who are on the payroll of the City of Bridgeport as of June 10, 2011. Any lay-off notice given to any AFSCME, Local 1522 bargaining unit member between July 1, 2010 to July 1, 2013 shall hereby be rescinded.
2. The provisions in the collective bargaining agreement that apply to retirees, shall be changed to define future retirees as:

Effective July 1, 2011 for purposes of this article "retirees" shall mean employees who: (a) have completed twenty-five (25) years of continuous municipal service regardless of age; and (b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF Fund B.
3. It is the intent of this provision that all current Union members shall be "grandfathered" under the terms of this new agreement. Any newly hired or promoted employees into the Union shall only receive retiree medical benefits after twenty-five (25) years of service.
4. All current employees as of the date of the execution of this contract shall be eligible for retiree medical benefits if they have attained the following:
 - a) Completed fifteen (15) years of municipal service and are fifty-five (55) or who have completed twenty-five (25) years of municipal service regardless of the age; and
 - b) Are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF-Fund B.
5. The parties agree to attach a schedule of existing Union employees who are covered under this Agreement when the collective bargaining agreement is executed.

6. Current bargaining unit members hired prior to July 1, 2011, who are active full time employees of the City of Bridgeport on the date this agreement is signed, will have their PCS contribution capped at twenty-five percent (25%) contribution as of June 30, 2012. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement.

7.

Contract Date	Wage	PCS
7/1/2011 to 12/31/2011	2.5%	18%
1/1/2012 to 06/30/2012	2.5%	18%
7/1/2012 to 12/31/2012	2.5%	25%
1/1/2013 to 06/30/2013	2%	25%
7/1/2013 to 12/31/2013	3%	25%

8. Regardless of starting date, any new bargaining unit member hired after July 1, 2011 shall pay a health care premium cost share (PCS) for the above named insurances, which shall be payroll deducted weekly according to the following schedule:

July 1, 2012	25%
July 1, 2013	26%
July 1, 2014	27%
PCS shall increase by 1% per year on July 1 st of each year, until a cap of 50% is reached.	

Said premium contribution shall be the above named amount regardless of the coverage category of: employee only, employee plus one, or employee plus family.

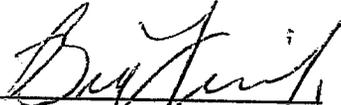
9. Any AFSCME, Local 1522 member who is on payroll of the City of Bridgeport as of 6/10/2011, if eligible for retiree medical benefits, shall have the right to retire at a contribution rate of 12% PCS of the annual cost of health insurance coverage as determined by the City, if they irrevocably retire from their employment with the City of Bridgeport by July 15, 2011.
10. Ten month employees in the City of Bridgeport Board of Education will have their PCS contribution increase to 18% on September 1, 2011 and 25% on July 1, 2012.
11. Fleet Mechanics will receive a one-time addition to their hourly salary of \$1.00/hr. going forward effective July 1, 2011.

12. Every classification in AFSCME, Local 1522 will receive a one-time \$100 increase to the top step of their group classification.
13. The parties agree to negotiate new lay-off and bumping language by October 1, 2011 in accordance to MERA.
14. Review of wage scale as stated in Tentative Agreement from 7/1/2008.

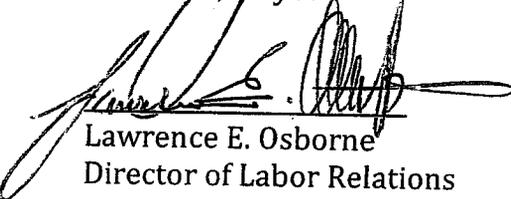
The duration of this contract is from July 1, 2011 to June 30, 2014.

This Tentative Agreement agreed to by the bargaining committees' on June 17, 2011.

FOR THE CITY

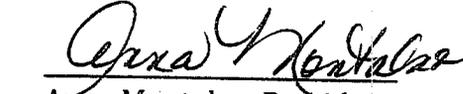


Bill Finch, Mayor

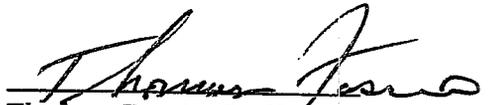


Lawrence E. Osborne
Director of Labor Relations

FOR THE UNION



Anna Montalvo, President



Thomas Fascio, Staff Representative

Grant Submission: re: 2011-2012 Preventive Health and Health Services Block Grant for Bridgeport Health and Nutrition Education Program.

**Report
of
Committee
on
ECB & Environment**

Submitted: July 05, 2011 (OFF THE FLOOR)

Adopted: _____

Attest: _____



City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

82-10

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

WHEREAS, this funding has been made possible through a grant for Bridgeport Health and Nutrition Education Program; and

WHEREAS, funds under this grant will be used to support a community nutrition and physical activity program; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Human Services, submit an application to the State Department of Public Health in an amount not to exceed \$26,981 for the purpose of supporting a community nutrition and physical activity program; Now, therefore be it

RESOLVED BY THE City Council:

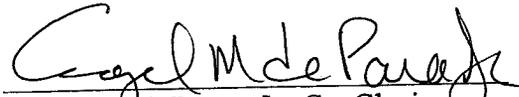
1. That it is cognizant of the City's grant application and contract to the State Department of Public Health to support the community nutrition and physical activity program; and
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Public Health for a Bridgeport Health and Nutrition Education Program and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

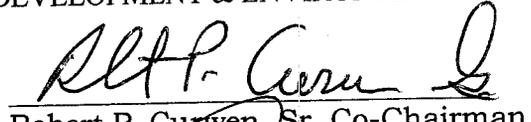


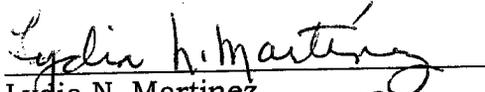
Report of Committee on ECD and Environment
82-10

-2-

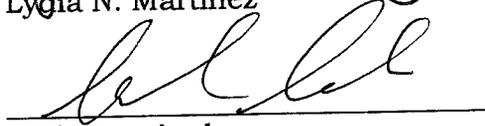
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Angel M. dePara, Jr. Co-Chairman

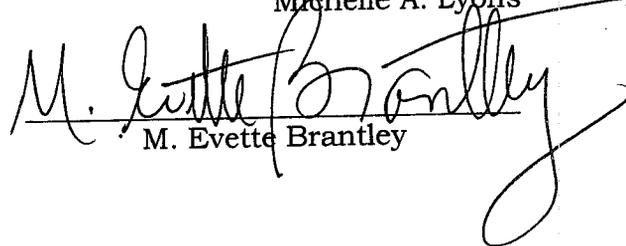

Robert P. Curwen, Sr. Co-Chairman


Lydia N. Martinez


Warren Blunt


Anderson Ayala


Michelle A. Lyons


M. Evette Brantley

Council Date: July 5, 2011 (OFF THE FLOOR)

Settlement of Litigation Garcia, et. al v. Finch, et. al.
USDC No. 3:09CV-02001-PCD and public session
action if and as appropriate.

Report
of
Committee
on

Miscellaneous Matters

Notified: August 1, 2011

- M. Anastasi, City Attorney
- Bill Finch, Mayor
- A. Wood, Chief of Staff
- A. Nunn, CAO
- A. Laske, III, Deputy City Attorney
- B. Edwards, Associate City Attorney
- J. Bohannon, Associate City Attorney
- R. Preston, Treasurer
- D. Norton, Chief Financial Officer
- A. Vizzo-Paniccia, Councilmember, D-134th
- W. Blunt, Councilmember, D-135th

In accordance with the Charter of the City of Bridgeport Chapter 5, Section 11, the attached resolution #94-10 relative to the Settlement of Litigation Garcia, et. al. v. Finch, et. al. USDC No. 3:09CV-02001-PCD and public session action if and as appropriate was approved by the City Council of the City of Bridgeport on July 5, 2011 (OFF THE FLOOR), and does not require Mayoral signature; said approval effective as of July 29, 2011.

Submitted: July 5, 2011 (OFF THE FLOOR)

Adopted:



Attest:

City Clerk

Approved

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

94-10

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>NATURE OF CASE</u>	<u>SETTLEMENT</u>
Garcia, et. al v. Finch, et. al	Karen Lee Torre, Esq. The Pattis Law Firm 649 Amity Road P.O. Box 280 Bethany, CT 06524	Federal Court Lawsuit USDC No. 3:09CV-02001-PCD	\$290,000.00

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



Report of Committee on Miscellaneous Matters
94-10

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chair

Warren Blunt, Co-Chair

Denese Taylor-Moye

Susan T. Brammelly

Manuel Ayala

Carlos Silva

Robert Walsh

Council Date: July 5, 2011 (OFF THE FLOOR)