

AGENDA

CITY COUNCIL MEETING

MONDAY, SEPTEMBER 15, 2008

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Approval of City Council Minutes: August 4, 2008; August 25, 2008 Special

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 184-07** Communication from Health Department re Proposed Agreement with the University of Bridgeport, Fones School of Dental Hygiene for preventive dental services and educational programs, referred to Contracts Committee.
- 185-07** Communication from Office of Emergency Management and Homeland Security re a Memorandum of Understanding (MOU) with the State Department of Emergency Management & Homeland Security (DEMHS) regarding the Emergency Management Performance Grant (EMPG) Program, referred to Public Safety and Transportation Committee.
- 192-07** Communication from Health and Social Services re Grant Submission: Federal Department of Justice (OJJDP) FY 08 Earmarks Program for City's Lighthouse Program, referred to Economic and Community Development and Environment Committee.
- 193-07** Communication from Central Grants re Grant Submission: to the Connecticut Department of Environmental Protection for bonding to improve Ellsworth Park, referred to Economic and Community Development and Environment Committee.
- 194-07** Communication from Central Grants re Grant Submission: to the Connecticut Department of Environmental Protection's Greening of the Boston Post Road Program to conduct tree planting, referred to Economic and Community Development and Environment Committee.
- 195-07** Communication from City Attorney re Proposed Amendment to the Municipal Code of Ordinances, Title 12 - Streets, Sidewalks and Public Places, amend to add new Chapter 12.60 - Streetlight Installation, referred to Public Safety and Transportation Committee.

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

- \*174-07** Budget and Appropriations Committee report re Approval of Additional Capital Project Authorization to the 2009-2013 Capital Budget – Parent Center Renovation Project (\$650,000).
- \*175-07** Budget and Appropriations Committee report re Approval of General Obligation Bonds to Fund Certain Capital Improvement Project - Parent Center Renovation Project (\$650,000).
- \*176-07** Budget and Appropriations Committee report re Approval of the De-Authorization of Projects Previously Approved for Bonding Authority (\$16,358.998).
- \*177-07** Budget and Appropriations Committee report re Approval of General Obligation Bonds to Fund Certain Capital Improvement Project – the 7/11 Firehouse Rehabilitation Project (\$47,404).
- \*158-07** Public Safety and Transportation Committee report re Memorandum of Agreement (MOA) with the State Department of Emergency Management and Homeland Security (DEMHS) regarding Mass Casualty Decontamination Trailer # 6.
- \*104-07** Contracts Committee report re Resolution requiring the bond counsel contract to be approved by City Council.
- \*160-07** Contracts Committee report re Lease Agreement with the Connecticut Department of Transportation (CDOT) at I-95 and Southerly Street Line of Stratford Avenue for Public Parking.

**RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:**

- 186-07** Resolution presented by Council members Blunt and Bonney re Request that two (2) stop signs be placed in front of Wilbur Cross School on Reservoir Avenue going North and South, referred to Board of Police Commissioners.
- 187-07** Resolution presented by Council members Blunt and Bonney re Request that stop signs be installed on Reservoir Avenue in front of Wirth Liquor Store and Woodland Avenue to control the flow of traffic, referred to Board of Police Commissioners.

**RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.  
CONTINUED:**

- 188-07** Resolution presented by Council members Blunt and Bonney re Request that two (2) stop signs be installed on Platt Street on the corner of Ryon Street to control the flow and safety of traffic, referred to Board of Police Commissioners.
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- 191-07** Resolution presented by Council member Curwen re Request that the Office of Legislative Services be, and hereby is, unfunded by this City Council until such time as the City's finances are more solvent in nature, referred to Budget and Appropriations Committee.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, SEPTEMBER 15, 2008, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

<b>NAME</b>	<b>SUBJECT</b>
Ralph Cennamo 78 Palm Street Bridgeport, CT 06610	Direct referendum on Pleasure Beach
Ernestine Satawhite 346 Main Street Bridgeport, CT	South End Community and neighborhood's streets, sidewalks, curbs and lighting restoration
Dr. Al Hines Executive Director of Building Operations and Facilities Planning City Hall Annex 999 Broad Street Bridgeport, CT 06604	Parent Center – Appropriation of Capital Funds – Res. # 175-07
Lisa Pavlich, Coordinator Bridgeport Parent Center 655 Stillman Street Bridgeport, CT 06608	Appropriation of funds to complete renovation of the Parent Center
Donna Thompson Bennett 45 East Eaton Street Bridgeport, CT 06604	Appropriation of funds to complete renovation of the Parent Center

**CITY COUNCIL MEETING  
-PUBLIC SPEAKING FORUM-  
MONDAY, SEPTEMBER 15, 2008**

6:30 p.m.

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

**ATTENDANCE:** Council members: Brannelly, Colon, Santiago, Brantley, Walsh, McCarthy,  
Bonney, Silva, Valle, Martinez, Paoletto, Baker

**ABSENT:** Council members: Austin, Crowe, Lyons, Vizzo-Paniccia, Blunt, DePara,  
Curwen, Holloway

The City Council President McCarthy called the public speaking session to orders at 6:43 p.m.

The city clerk took the roll call and announced there was a quorum.

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<b>NAME</b>	<b>SUBJECT</b>
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Ralph Cennamo 78 Palm Street Bridgeport, CT 06610	Direct referendum on Pleasure Beach
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It was announced that Ralph Cennamo wasn't present and wouldn't address the city council tonight.

Ernestine Satawhite 346 Main Street Bridgeport, CT	South End Community and neighborhood's streets, sidewalks, curbs and lighting restoration
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Ms. Satawhite thanked the city council for allowing her to speak. She said she was there to discuss the issue of the South End Community district and the conditions of the sidewalks and streets that are dangerous and have affected businesses in a detrimental way. She spoke for the residents in the area and she had a petition that was signed to have city officials look at the sidewalks. She further noted that United Illuminating and other facilities have destroyed the area and taken away parking, so she was advocating that the city do something, because the sidewalks are dangerous. She said they were especially dangerous at night, because you can hardly walk on them,

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CITY CLERKS OFFICE  
08 SEP 23 PM 3:29  
ATTEST  
CITY CLERK

Council President McCarthy said that Council member Colon and Santiago represented the district, so she should work directly with them and they will bring the issue before the full city council. Ms. Satawhite said she would contact them.

Dr. Al Hines  
Executive Director of Building  
Operations and Facilities Planning  
City Hall Annex  
999 Broad Street  
Bridgeport, CT 06604

Parent Center – Appropriation of  
Capital Funds – Res. # 175-07

Dr. Hines thanked the city council for the opportunity to speak. He stated that he was there on behalf of the parent center. He spoke about the approval of the BOE project that was supported by various entities in the city that was supposed to be funded by expenditures of a \$100k grant that was issued. The plans and specifications that went out to bid were used for the project, but problems arose in regard to the minority contractor, lack of parking, structural problems and zoning issues. He went on to say that the Finance & Appropriations Committee met last week and reviewed the details of the project that were recommended to the city council, so on behalf of the BOE and Bridgeport schools, he requested the appropriation capital funds be approved.

Lisa Pavlich, Coordinator  
Bridgeport Parent Center  
655 Stillman Street  
Bridgeport, CT 06608

Appropriation of funds to complete  
renovation of the Parent Center

Ms. Pavlich said she was there to speak for all the parents and students that have come through the doors of the parent center to serve the community. She explained that a priority grant was administered by the city for the lease and rent of the center, but not for renovations. She expressed that the center is a home where learning takes place to obtain a GED and learn other skills to enhance their chances of getting a job. It's also home to other programs, such as parenting classes, literacy, day care providing training, high school writing initiatives and the Children's Leadership Institute. She added that there was also a "People Empowering People" program and parent/child activities. She noted numerous other services and programs that they provided that made a positive impact on the community. She further noted that the program was on the bus line making it accessible to many. They have a waiting list and there has been a substantial increase in those wanting to enter the program. She requested that the council consider the request and give their continued support.

Donna Thompson Bennett  
45 East Eaton Street  
Bridgeport, CT 06604

Appropriation of funds to complete  
renovation of the Parent Center

Ms. Bennett stated that before being called as coordinator, she served for 7 years at the Parent Center. She noted that the grant money doesn't really cover all the services they provide. She mentioned that they were told they wouldn't be able to continue to reside at the University of

Bridgeport property. She further noted that they served the entire district of Bridgeport and how they have turned to other leaders in the city to address this issue. She said they were able to apply for state funds during 2002 and now in 2008, any delay in construction will delay the running of the programs. They were able to secure additional grant money and this past year, they discovered there might be a problem continuing the programs because of the delay. She implored the council to approve funding for the center and she asked that they help preserve a jewel in the city. She asked for favorable consideration to continue the life changing work the parents give that is priceless. She also asked that they help maintain the gift of the Parent Center to benefit families in the city.

The public speaking session was closed at 7:00 p.m.

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Mayor Finch announced that citation would be given to Marcos Maya for the *Bridgeport Firefighter of the Year*.

Council President McCarthy approached to present the citation to Fireman Maya.

Mayor Finch asked Fireman Maya and his wife Alma to come forward. He stated that he was proud to present the citation to him and he expressed that his family has done so much for the city and worked hard for social justice, so he presented the citation to the entire family –*as it was read*. He highlighted that Fireman Maya was the firefighter of the year and has extended his service to the City of Bridgeport and he was recognized for his faithful service.

*Mayor Finch declared September 15 as Firefighter of the Year day in the City of Bridgeport, to applause!*

Mayor Finch announced that Council members Colon and Valle both attended the Bridgeport Firefighters ceremony where the firefighters were recognized.

He further recognized Council member dePara and recalled how a year ago, he participated in helping to save lives by charging into a burning building.

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**ABSENT:** Council members: Vizzo-Paniccia, Curwen

Mayor Finch called the meeting to order at 7:05 p.m.

Prayer – the prayer was offered by Council member Walsh.

Pledge of Allegiance – the pledge was led by Council member Holloway.

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

Council member McCarthy called for a caucus at 7:10 p.m.

The caucus ended at 7:35 p.m.

Mayor Finch reconvened the meeting at 7:40 p.m.

Approval of City Council Minutes: August 4, 2008; August 25, 2008 Special

August 25, 2008 Special Meeting Minutes

- \*\* **COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT**
- \*\* **COUNCIL MEMBER AUSTIN SECONDED**
- \*\* **MOTION PASSED UNANIMOUSLY**

Correction – August 4, 2008 Minutes

**For Item 126-07** – it was clarified by Council member dePara that the payment of \$113,500.00 was for a period of 2 years – *it was noted that the resolution was corrected.*

- \*\* **COUNCIL MEMBER dePARA MOVED TO ACCEPT THE MINUTES AS CORRECTED**
- \*\* **COUNCIL MEMBER HOLLOWAY SECONDED**
- \*\* **MOTION PASSED UNANIMOUSLY**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- \*\***  
**\*\***  
**184-07**      **COUNCIL MEMBER MARTINEZ MOVED TO APPROVE PAGES 1, 2, 3**  
**COUNCIL MEMBER PAOLETTO SECONDED**  
Communication from Health Department re Proposed Agreement with the University of Bridgeport, Fones School of Dental Hygiene for preventive dental services and educational programs, referred to Contracts Committee.
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**\*\* MOTION PASSED UNANIMOUSLY**

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

Council member Walsh requested to remove **Item 174-07** Budget and Appropriations Committee report re Approval of Additional Capital Project Authorization to the 2009-2013 Capital Budget – Parent Center Renovation Project (\$650,000). *and*

**Item 175-07** Budget and Appropriations Committee report re Approval of General Obligation Bonds to Fund Certain Capital Improvement Project - Parent Center Renovation Project (\$650,000).

Council member Holloway requested to remove **Item 104-07** Contracts Committee report re Resolution requiring the bond counsel contract to be approved by City Council.

The city clerk read the remaining items into the record.

- \*174-07** Budget and Appropriations Committee report re Approval of Additional Capital Project Authorization to the 2009-2013 Capital Budget – Parent Center Renovation Project (\$650,000). – ***removed from consent calendar***
- \*175-07** Budget and Appropriations Committee report re Approval of General Obligation Bonds to Fund Certain Capital Improvement Project - Parent Center Renovation Project (\$650,000). – ***removed from consent calendar***
- \*176-07** Budget and Appropriations Committee report re Approval of the De-Authorization of Projects Previously Approved for Bonding Authority (\$16,358.998).

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- \*158-07** Public Safety and Transportation Committee report re Memorandum of Agreement (MOA) with the State Department of Emergency Management and Homeland Security (DEMHS) regarding Mass Casualty Decontamination Trailer # 6.
- \*104-07** Contracts Committee report re Resolution requiring the bond counsel contract to be approved by City Council. ***–removed from consent calendar***
- \*160-07** Contracts Committee report re Lease Agreement with the Connecticut Department of Transportation (CDOT) at I-95 and Southerly Street Line of Stratford Avenue for Public Parking.
- \*\* COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**
- \*\* COUNCIL MEMBER McCARTHY SECONDED**
- \*\* MOTION PASSED UNANIMOUSLY**

Mayor Finch returned to item **\*174-07 Budget and Appropriations Committee report re Approval of Additional Capital Project Authorization to the 2009-2013 Capital Budget – Parent Center Renovation Project (\$650,000).**

- \*\* COUNCIL MEMBER COLON MOVED TO APPROVE**
- \*\* COUNCIL MEMBER BAKER SECONDED**

Council member Walsh stated that his issue had nothing to do with the work that the parent center does. He relayed that it's a fine organization that does wonderful things. However, the matter had to do with the incompetence and missteps and now they were asking struggling taxpayers to bond another \$650k for a job that was horrendously handled. He made reference to the issues, challenges and frustrations that the parents indicated. He pointed out that the project went out to bid, but it wasn't signed off by a licensed architect and he thought this was shameful. He further stressed that the project was poorly mishandled. He referred to page 2 of a document that listed numerous change orders originally at \$498k and now, the cost was over \$1.1 million. He commented that the problems have only occurred within the last week. He further pointed out the problems that occurred with the amount of change order, should have been cause to consider hiring a licensed contractor, but the increases just kept going and the amount of the project grew. Overall, it was poorly planned from the beginning and he felt they should all raise their eyebrows to the matter. He went on to say that the city has spent at least \$150k in lease payments for a building they haven't enjoyed the use of yet. There is also a 5-year extension at a cost of \$198k; so in 15 years, the city will have paid \$510k for the building. He explained that once the city takes control of the property, they won't be paying taxes, so this results in a cost to the taxpayer. He said the current owners bought the property on September 23, 1996 and paid a total of \$150,363 and the city will pay \$510k in lease payments that will result in more than tripling the owner's investment. He reiterated that the matter had nothing to do with the program or the services provided and he emphasized that if there is a financial crisis in the city, they needed to stop playing games and throwing money down the toilet!

Council member Walsh offered an amendment *as read* **“Resolved, the Board of Education is to repay the City of Bridgeport the capital portion of this amendment (\$650,000.00) in annual equal amounts spread over 10 years based on the total principal borrowed.**

Council member Martinez stated that it was his position that it was vitally important to have the parent center. And any effort to halt the project would affect the services provided. Although he said he agreed there were issues with the funding, any stalling of the project will result in affecting the people that utilize the center. He stressed that the BOE needed to address the issues, because decisions made affect the taxpayers in the city, but the parents shouldn't suffer because of the BOE administration. He said that although he agreed with Council member Walsh, the parents shouldn't have to suffer.

Council member Baker stated that the reality was that there is so much confusion with what's going on, such as money wasted and other loopholes that results in the people of the city suffering. He commented that he has sat in committee to make sense of the change orders, but it was difficult to do. However, the bottom line is to try to move forward. He pointed out the people that uses the parent center are taxpayers that reside here. He mentioned how he heard about the things learned by the parents and the leadership that has allowed them to stand up for their rights and that is something that is necessary to understand the budget process. The issues with the BOE are things that are learned at the parent center, so it's crucial to keep it going. He stressed that the center is an investment in Bridgeport for parents and youth. He urged that they overlook the chaos and mess and vote to approve the request.

Council member McCarthy stated why being a council member was a tough thing, especially in a poor city like Bridgeport. He stated that he fully supported the concept of the parent center and the way it has come to fruition. He emphasized parent involvement resulted in making the school system operate better and that's what we want, so although he wanted to support the center, he was also faced with a comedy of errors regarding the construction side of the project. He reiterated that this was a poor city and funds were limited, so they needed to do more with less and every penny wasted affects a service that is needed in Bridgeport. He further emphasized that there was no justification for wasting money, but he also stressed how this clearly shows the dilemma. He questioned if they were allowed to go on, they needed to consider how the decision will affect future projects. Again, he was in support of the project, but he said he wasn't entirely thrilled about the issues with the construction. He noted that he would support the amendment proposed by Council member Walsh, because he thought the amendment would force people to look at the matter and make sure it doesn't happen again in the future.

Mayor Finch stated that the administration was equally confused and upset by what happened. He said a letter was written to the BOE requesting an explanation, but there hasn't been a response yet, but he expected to hear from Superintendent Ramos shortly.

**\*\* COUNCIL MEMBER WALSH MOVED TO AMEND ITEM 174—07, “RESOLVED, THE BOARD OF EDUCATION IS TO REPAY THE CITY OF BRIDGEPORT THE CAPITAL**

**PORTION OF THIS AMENDMENT (\$650,000.00) IN ANNUAL EQUAL AMOUNTS  
SPREAD OVER 10 YEARS BASED ON THE TOTAL PRINCIPAL BORROWED.**

**\*\* COUNCIL MEMBER McCARTHY SECONDED**

\*Mayor Finch noted that according to the city attorney, the only way to enforce this would be through a budget cut.

**\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER MARTINEZ MOVED TO APPROVE ITEM 174-07 AS AMENDED**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

The agenda returned to:

**ITEM 175-07 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE APPROVAL OF  
GENERAL OBLIGATION BONDS TO FUND CERTAIN CAPITAL IMPROVEMENT PROJECT -  
PARENT CENTER RENOVATION PROJECT (\$650,000).**

**\*\* COUNCIL MEMBER MARTINEZ MOVED TO APPROVE**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

The agenda returned to:

**\*104-07** Contracts Committee report re Resolution requiring the bond counsel contract to be approved by City Council.

Mayor Finch referred to the City Attorney Anastasi's opinion letter.

Attorney Anastasi summarized what his opinion outlined that the essence of the matter is that the authority to retain bond counsel remains with the city attorney's. He explained that if the resolution was passed, it would be unconstitutional to the charter and neither was necessary or appropriate.

Council member Holloway stated that although he wasn't on the committee that took up this matter, and although he said that he had respect for the Bond Council, he emphasized that any individual on the city council that thinks their signature is the last say, was wrong. And as city council persons, he felt that they could pass or deny anything on the books. He stressed that Attorney Anastasi worked for the administration, but he does not work for the council. He spoke about the ordinance that was passed years ago, that reads that all contracts and 30% of them **must** be given to a minority, woman, Hispanic or black person, but the city has failed to do that. He thought that as long as they put up with this oversight, and keep believing that no minority firms or persons could be found, it won't be right. He urged his colleagues to deny the request.

Council member Colon stated that with respect to Council member Holloway's comments and his concerns, she attended the committee meeting, but she didn't see where one minority firm applied. There was an RFP process and she thought it was fair.

Council member Walsh agreed with Council member Holloway's comments and he urged his colleagues to approve the resolution as adopted, because he felt it had merit. He emphasized that this was a prime example of where the ordinance can work wonders. He said the bond council field is a narrow field with few participants, and he strongly requested that in the future, they knock down doors to get minorities to begin participating in these contracts. He urged his colleagues to approve the resolution to send a message to the city to make an effort to open up the contracts to minority firms.

Mayor Finch said the administration created the Office of Minority Contracting and they were working to rectify the disparities in soliciting minorities. He stressed that they will do a stronger job next year to improve the process. He recalled that they turned down a construction manager contract for the Discovery project because no minorities applied.

It was clarified that a **yes vote** meant to approve the committee report. And a **no vote** meant not to support the committee report.

**\*\* COUNCIL MEMBER dePARA MOVED TO APPROVE 104-07**

\*It was noted that the item was approved unanimously in committee.

**\*\* COUNCIL MEMBER COLON SECONDED**

A roll call vote was taken:

Council member dePara clarified again that the item was approved positively in committee.

**Yes vote = to uphold the committee finding**

**No vote = to deny and reject the committee finding**

Council member Brannelly asked if the charter or resolution would prevail in this case. Attorney Anastasi referred to the last sentence of his opinion letter that outlined it was his position that the charter controlled and his recommendation was to reject the resolution.

Council member Holloway said when the contract was put in place, there was no mention of minority contractors, so they needed to get up to the 21<sup>st</sup> century. He also noted that the council can vote up or down regardless of what the charter read.

**\*\* MOTION PASSED WITH SEVENTEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCIL MEMBER BRANNELLY)**

**\*\* COUNCIL MEMBER McCARTHY MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA FOR IMMEDIATE CONSIDERATIONS (ITEM # 185-07)**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER McCARTHY MOVED THAT (ITEM # 185-07) A GRANT BE APPROVED THAT HAD A TIME FRAME SUBMITTED BY THE STATE TO THE CITY AND NEEDED TO BE BACK TO THE STATE BY SEPTEMBER 30, 2008, RE: \$50K EMERGENCY MANAGEMENT GRANT**

**\*\* COUNCIL MEMBER HOLLOWAY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

Council member Martinez asked for a point of personal privilege to remind everyone that September 15 was the beginning of "Hispanic Heritage Month" that will be celebrated from September 15 through October 15. He encouraged his colleagues to take part in the different events that will be held and enjoy the culture.

❖ Mayor Finch stated that Hispanic Heritage Month will be celebrated on Friday with a reception after.

Council President McCarthy mentioned that Council member Curwen wasn't in attendance tonight due to illness. And Council member Vizzo-Paniccia had family issues to deal with.

### **ADJOURNMENT**

**\*\* COUNCIL MEMBER McCARTHY MOVED TO ADJOURN  
\*\* COUINCIL MEMBER COLON SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:35 p.m.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services



*City of Bridgeport*  
**Department of Health & Social Services**

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

MARIAN EVANS, MD  
Director of Health & Social Services  
E-mail: [evansm0@ci.bridgeport.ct.us](mailto:evansm0@ci.bridgeport.ct.us)

BILL FINCH  
Mayor

Comm. #184-07 Ref'd to Contracts Committee on 9/15/2008  
August 29, 2008

To: Office of the City Clerk

From: Helen O'Brien  
Dental Hygiene Division

Re: Request to be placed on agenda for September 15th Council Meeting

The request is to represent and discuss the contract renewal between the Fones School of Dental Hygiene, the Board of Education and the Dental Hygiene Division for preventive dental services and educational programs to be provided in the public schools of the City of Bridgeport. This contract is a renewal and these services have been a part of the curriculum for many years.

Enclosed please find copies of the contract for your review.

Thank You,

  
Helen O'Brien

RECEIVED  
CITY CLERKS OFFICE  
08 SEP -3 PM 1:12  
ATTEST  
CITY CLERK



**University of  
Bridgeport**

**Fones School of Dental Hygiene**

June 6, 2008

Bill Finch, Mayor  
John Ramos, Superintendent  
City of Bridgeport

Dear Bill Finch and John Ramos:

Enclosed are three (3) copies of the Dental Hygiene Affiliation Agreement between Board of Education, City of Bridgeport and the Fones School of Dental Hygiene.

Please present to correct offices for signatures and return two (2) copies to me at the following address:

Meg Zayan, RDH, MPH, EdD, Dean  
Fones School of Dental Hygiene  
University of Bridgeport  
60 Lafayette Street  
Bridgeport, CT 06604

Thank you for your assistance and cooperation. The students look forward to their continued rotation assignments at Jettie S. Tisdale Elementary School.

Sincerely,

A handwritten signature in cursive script that reads "Meg Zayan".

Meg Zayan, RDH, MPH, EdD, Dean  
Fones School of Dental Hygiene

## AGREEMENT

This AGREEMENT, made this 1st day of June 2008 (the "Effective Date"), by and between the FONES SCHOOL OF DENTAL HYGIENE, being part of the University of Bridgeport, a specially chartered nonstock corporation, organized under the laws of the State of Connecticut, with an office at 126 Park Avenue, Bridgeport, Connecticut (hereinafter referred to as the "University"), and Board of Education, City of Bridgeport Health Department, designated Dental Hygiene Division (herein after jointly referred to as the City), a nonstock corporation organized under the laws of the State of Connecticut, with an office at Jettie S. Tisdale Elementary School in Bridgeport, Connecticut (hereinafter referred to as the "Center").

### WITNESSETH:

WHEREAS, the University wishes to provide certain of its dental hygiene students (whether one or more, hereinafter called the "Students") with clinical experience; and

WHEREAS, the Center wishes to work with the University and provide the necessary and appropriate facilities for the Students to obtain such clinical experience.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which consideration are hereby acknowledged, the parties hereby agree as follows:

1. Term. This Agreement shall commence on and as of the Effective Date and, unless terminated as provided herein, shall remain in full force and effect until January 15, 2010.
2. Covenants of the Center. The Center agrees to:
  - a. Provide and maintain the necessary dental hygiene equipment for educational experience and dental care.
  - b. Control patient flow and assignment of patients to students.
  - c. Maintain administrative and professional supervision of the students insofar as their presence affects the operation of the facility and/or the direct or indirect care of patients.
  - d. Provide the opportunity for clinical experience for the Students by allowing the Students to accompany their instructor(s) in the Center. The Instructors must work for the University or have staff privileges at the University.
  - e. Provide opportunities to meet the objectives set forth by the University. This experience will be within the bounds of the clinical educational objectives under the University instructor(s) supervision.

- f. Provide the Students with copies of the Center's rules and policies to be followed.
  - g. Permit visits of University faculty and accreditation teams to observe, audit, and participate in the teaching process.
  - h. Provide the Students the opportunity to participate in patient care to accomplish clinical educational objectives under the supervision of the University instructor(s).
  - i. Inform the Center's patients who interact with the Students that the Students are students at the University who are at the Center in order to gain clinical experience, obtain the appropriate releases and informed consents from such patients, and retain such releases on file.
  - j. Recognize that the Students are in a learner status and shall not render patient care beyond the realm of educational value.
  - k. Provide (where possible) use of ancillary facilities such as parking, library, and cafeteria needed for use in the learning process.
  - l. Inform and train the Students regarding Center's policies and practices related to the Health Insurance Portability and Accountability Act ("HIPAA).
  - m. Instruct the Students on the Occupational Health and Safety Act and emergency protocol in the Center.
  - n. Provide the University with evidence of professional liability insurance for the Center's officers, employees, agents, representatives, and volunteers.
3. Covenants of the University. The University agrees to:
- a. Provide the Center with the names of the participating Students no later than fourteen (14) days prior to the start of their rotation period.
  - b. Retain the authority and responsibility for all aspects of the curriculum to be used with the Students.
  - c. Provide the Center with evidence of professional liability insurance covering the Students.
  - d. Ensure that Students have updated health and immunization status to minimize risk of infection to patients and dental personnel.

- e. The Students shall be governed by the rules and regulations of the University and shall adhere to the policies of the Center.
- f. Exercise confidentiality relative to patient or staff information at all times.

4. Obligations of the Parties. The parties agree that they will:

- a. Ensure that the Students have read the Center's rules and policies and the terms of this Agreement.
- b. Provide each other with notice of curriculum, staff, and learning opportunities available that may affect clinical learning experiences.
- c. Meet on a periodic basis to discuss, evaluate and adapt curriculum and rotation policy and to resolve any specific problems which may exist.
- d. Jointly specify appropriate uniform and identification to be worn by the Students at the Center.

5. Relationship of the Student to the Center. The Students are not employees, agents, or representatives of the Center or the University for any purpose, including liability or Workers' Compensation; but rather are students of the University obtaining clinical experience at the Center as part of their education at the University. Notwithstanding the foregoing, the Students, when engaged at the Center as part of this clinical experience, shall be considered members of the Center's workforce (as 45 CFR 160.103 defines a workforce) ~~solely for the purpose of defining the Students' role in relation to using and disclosing Center's protected health information in compliance with HIPAA.~~

6. Suspension or Termination of Agreement. Either party shall have the right to terminate this Agreement, for any reason, with or without cause, upon sixty (60) days' written notice. Additionally, either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least ten (10) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

7. Withdrawal of Student. Either party is entitled, at any time, to withdraw a Student or the Students from clinical experience at the facility, for any of the following reasons, provided that such reason is documented in writing:

- a. the Student's unprofessional or unethical behavior;
- b. the Center's unprofessional or unethical behavior that directly affects the Student's Experience;

- c. the Student's failure to meet the University's prerequisite academic requirements:
- d. any good cause including, but not limited to, any medical emergency.

8. Confidential Information. The Center and the University both recognize that in participating in the program outlined by this Agreement, it may be privy to confidential information of the other party to which it would not otherwise be exposed (the "Confidential Information"). Confidential Information shall not include any information generally available to the public other than as a result of a disclosure caused by the breach of this provision. At all times during the term of this Agreement and thereafter, both parties shall hold the Confidential Information in strictest confidence and not disclose it to any person, except as may be necessary for the discharge of its obligations under this Agreement, and not use, except in the pursuit of the objectives of this Agreement, any such Confidential Information, without the prior written consent of the other party. Each party shall take all necessary and proper precautions against disclosure of any such Confidential Information to unauthorized persons by any of its employees, agents or representatives.

Upon termination of this Agreement for any reason, each party and its employees, agents and representative shall cease all use of any Confidential Information of the other party and shall execute such documents as may be reasonably necessary to evidence their abandonment of any claim thereto. Each party shall not take or retain any documents or other information, or any reproduction or excerpt thereof, containing any Confidential Information, unless otherwise authorized in writing by the other party.

9. Compliance with Laws. Both Parties shall perform their obligations under this Agreement in accordance with all applicable state and federal laws and regulations, including, without limitation, any applicable provisions of 20 USC 1232g, commonly referred to as the Family Educational Right to Privacy Act or FERPA (hereinafter "FERPA") and the HIPAA.

To the extent to which the Center obtains or creates educational records of the Students, the Center shall comply with FERPA in handling such records. The Center shall save, indemnify and hold harmless the University and its officers, employees, and agents from any liability, damages, claims, actions, causes of actions, demands, judgments, or awards of whatsoever kind or nature, arising out of any failure by the Center or its officers, employees, or agents to abide by FERPA or its implementing regulations.

University shall direct the Students to comply with the policies and procedures of the Center, including those governing the use and disclosure of individually identifiable health information under HIPAA and other Federal laws, specifically 45 CFR parts 160 and 164.

10. Liability Insurance. The University shall provide, at its own expense, adequate liability insurance coverage for its officers, employees, agents, and the Students. The University must ensure that its liability insurance has an occurrence-based form. The

University shall provide the Center with evidence of such insurance as provided in section 3(c).

The Center shall provide, at its own expense, adequate liability insurance coverage for its officers, employees, agents, representatives, and volunteers. The Center shall provide the University with evidence of such insurance as provided in section 2(k).

11. Indemnity for Negligent or Wrongful Acts or Omissions.

- a. Provided that the negligent or wrongful act or omission (1) is not caused by the University or any of its officers, employees, agents, representatives, or volunteers; and (2) is caused by an act or omission by the Center or any of its officers, employees, or agents, the Center shall defend, indemnify, and hold harmless the University, its officers, employees, and agents from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses, and reasonable attorney's fees (including such costs and fees incurred in seeking indemnification for reasonable attorney's fees and costs, and including the costs of the University's in-house counsel), arising from the negligent or wrongful acts or omissions of the Center, its officers, employees, agents, representatives, or volunteers.
- b. Provided that the negligent or wrongful act or omission (1) is not caused by the Center or any of its officers, employees, agents, representatives or volunteers; and (2) is caused by an act or omission by the University or any of its officers, employees, or agents, the University shall defend, indemnify, and hold harmless the Center, its officers, governing board, employees, agents, and representatives from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses, and reasonable attorney's fees (including such costs and fees incurred in seeking indemnification for reasonable attorney's fees and costs, and including the costs of the University's in-house counsel), arising from any negligence or wrongful act or omission of the University, its officers, employees, and agents.

12. Non-Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with its respective legal representatives, successors and assigns, as permitted herein.

13. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the laws of the State of Connecticut (without giving effect to Connecticut's principles of conflicts of law). The Center and the University consent to the jurisdiction and exclusive venue of the State and/or Federal courts in Bridgeport, Connecticut in any litigation concerning this Agreement or its enforcement.

14. Attorneys' Fees. If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reimbursement of its attorneys' fees and costs by the other party, including the cost of the prevailing party's in-house counsel.

15. Notice. Any notices, consents, or other communication required to be sent or given by either of the parties shall, in every case, be in writing and will be deemed properly served and given if and on the date (a) delivered personally, (b) deposited with the U.S. Mail as registered or certified mail, in each case with first-class postage prepaid, return receipt requested, (c) transmitted by facsimile, with originals to follow immediately via U.S. Mail, or (d) deposited with a recognized overnight courier service for overnight or next business day delivery, in each case, to the parties at the addresses as set forth below or at such other addresses as may be furnished to the other parties in writing.

If to the Center:      City of Bridgeport  
                                         Health Department  
                                         Bill Finch, Mayor

                                         Board of Education  
                                         City of Bridgeport

If to the University:    Meg Zayan  
                                         Dean  
                                         Fones School of Dental Hygiene  
                                         University of Bridgeport  
                                         126 Park Avenue,  
                                         Bridgeport, CT 06604

With a copy to:        Thomas R. Oates  
                                         Vice President Administration & Finance  
                                         University of Bridgeport  
                                         126 Park Avenue,  
                                         Bridgeport, CT 06604

16. Severability. If any term of this Agreement is found to be unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

17. No Waiver. The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/26/08

**PRODUCER**  
Beardsley, Brown & Bassett  
850 Main Street  
Bridgeport, CT 06604-4913  
800 303-5408

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: **Twin City Fire Insurance Co**  
INSURER B: **Hartford Casualty Insurance Co.**  
INSURER C: **Hartford Fire Insurance Company**  
INSURER D:  
INSURER E:

**INSURED**  
University of Bridgeport  
126 Park Avenue  
Bridgeport, CT 06604  
Attn: Tom Oates

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <b>Blkt. Add'l Insured</b> <b>Per Written Contract</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	31UUNDH5066	07/01/08	07/01/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	31UUNDH5066	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	31HHUBW6013	07/01/08	07/01/09	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
							\$
							\$
							\$
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	31WBKL3921	07/01/08	07/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

\*30 Days Cancellation Notice; 10 Days Notice for Non Payment of Premium  
 As respects Agreement between the Insured and Fones School of Dental Hygiene, the City of Bridgeport Health Department-Dental Hygiene Division, and the Board of Education-City of Bridgeport are included as Additional Insureds.

**CERTIFICATE HOLDER**

City of Bridgeport Health Dept.  
Dental Hygiene Division  
752 East Main Street  
Bridgeport, CT 06608

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

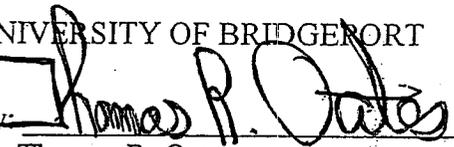
*Beardsley Brown & Bassett*

18. Captions. The captions in this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2008, by:

UNIVERSITY OF BRIDGEPORT

By: 

Thomas R. Oates

Vice President of Administration and Finance  
and Chief Financial Officer  
Duly Authorized

City of Bridgeport  
Health Department

By: \_\_\_\_\_  
Bill Finch, Mayor

Date Signed: \_\_\_\_\_

Board of Education  
City of Bridgeport

By: \_\_\_\_\_  
John Ramos, Superintendent

Date Signed: \_\_\_\_\_

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**Comm.# 185-07 Ref'd to Public Safety & Transportation Committee on 9/15/2008.**



Mayor Bill Finch

*City of Bridgeport*  
**OFFICE OF EMERGENCY MANAGEMENT  
& HOMELAND SECURITY**

30 Congress Street, 4<sup>th</sup> Floor  
Bridgeport, Connecticut 06604  
Telephone (203) 576-8376  
Fax (203) 334-7082



Scott T. Appleby  
Director  
LEPC Chairperson

September 3, 2008

To: City of Bridgeport City Council

From: Scott T. Appleby, Director  
Office of Emergency Management &  
Homeland Security/LEPC  
City of Bridgeport

**Subject: A Memorandum of Understanding between the Connecticut Department of  
Emergency Management & Homeland Security and City of Bridgeport  
regarding the EMPG Grant**

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Attached is a copy of a template resolution authorizing Mayor Finch to act on behalf of the City of Bridgeport in executing a Memorandum of Understanding with the State of CT Department of Emergency Management & Homeland Security (DEMHS) for participation in the **FY 2009 Emergency Management Performance Grant (EMPG) program.**

The EMPG program is performance oriented and requires participating jurisdictions to demonstrate a commitment to building and improving the ability to respond to all-hazard emergencies and coordinating a multi agency emergency response. It will reimburse up to 50% of eligible costs associated with creating and maintaining a comprehensive all hazard Emergency Management program.

If there are any questions, I will be more than happy to answer them in the near future. Please feel free to contact me at 576-8376 (office) or 257-5981 (cellular) at any time.

Best Regards-

Scott T. Appleby, Director  
Office of Emergency Management &  
Homeland Security/LEPC  
City of Bridgeport

**AUTHORIZING RESOLUTION OF THE**

\_\_\_\_\_ *(insert name of governing body--for example, town council)*

**CERTIFICATION:**

I, \_\_\_\_\_, do hereby certify that the following is a true and correct copy of \_\_\_\_\_ *(keeper of the records—for ex. town clerk or secretary of council)*

a resolution adopted by \_\_\_\_\_ at its meeting on July \_\_\_\_\_, 2008, at which a \_\_\_\_\_ *(name of governing body)*

quorum was present and acting throughout, and that the resolution has not been modified, rescinded,

or revoked and is at present in full force and effect.

**RESOLVED:**

That the \_\_\_\_\_, be and hereby is authorized to act on behalf of the \_\_\_\_\_ *(Title and name of person signing MOU)*

\_\_\_\_\_ in executing a Memorandum of Understanding with the State of \_\_\_\_\_ *(name of governing body)*

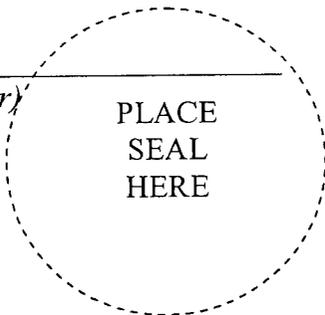
Connecticut, Department of Emergency Management and Homeland Security, for participation in

the FY 2009 Emergency Management Performance Grant program. IN WITNESS WHEREOF:

The undersigned

has affixed their signature this \_\_\_\_\_ day of \_\_\_\_\_ 2008.   
 *(Date) (Month)*

\_\_\_\_\_ *(Name and title of record keeper)*



(or "L.S." if no seal)

**Emergency Management Performance Grant  
ANNUAL APPLICATION PACKAGE**

Page	Contents
1	Revisions to State Statutes That Significantly Affect the EMPG in FY 2008
2	Contents of Application Package
3	Instructions to Applicants
4	Advisory Bulletin 60-1 <span style="float: right;">Review bulletin prior to filling out package.</span>
-----Mandatory Forms Required in Application-----	
8	<input checked="" type="checkbox"/> Acceptance of Conditions <span style="float: right;">Required</span>
9	<input checked="" type="checkbox"/> Municipal Resolution <span style="float: right;">Required</span>
11	<input checked="" type="checkbox"/> Budget for FFY 2009 <span style="float: right;">Required</span>
12	<input checked="" type="checkbox"/> Federal Assurances <span style="float: right;">Required</span>
20	<input checked="" type="checkbox"/> Master Staffing Pattern <span style="float: right;">Required</span>
21	<input checked="" type="checkbox"/> Loyalty Oath - Advisory Bulletin 2007-4 <span style="float: right;">Required - Must be taken annually by all employees receiving funding from the EMPG</span>
-----Other Program Forms (Use When Necessary)-----	
23	<input type="checkbox"/> Local Expenditures form 85-21 <span style="float: right;">Required each quarter for reimbursement</span>
24	<input type="checkbox"/> EMD Job Description <span style="float: right;">Optional – Only Required if EMD is new to his/her position.</span>
26	<input type="checkbox"/> Deputy EMD Job Description <span style="float: right;">Optional – Only required if Deputy EMD is new to his/her position.</span>
28	<input type="checkbox"/> Support Staff Job Description <span style="float: right;">Optional – Only required if support staff are new to his/her positions.</span>
30	<input type="checkbox"/> Computer / Internet Stipend <span style="float: right;">Optional – For towns that do not have computer and internet connectivity in their EOC.</span>
31	<input type="checkbox"/> EOC Equipment, Training & Exercise Program <span style="float: right;">Nomination by Regional Coordinator – For towns that already meet all basic program requirements and wish to enhance their EOC’s</span>
-----Program Guidance Documents-----	
36	Considerations in Establishing an EOC
41	Frequently Asked Questions Animal Evacuation Guidance <span style="float: right;">DEMHS guidance is Available at <a href="http://www.ct.gov/demhs">http://www.ct.gov/demhs</a> under “Plans”</span>

Please return completed package to the Regional Coordinator:  
Robert Kenny, Region V Coordinator  
CSP Troop L – 452 D Bantam Road, Litchfield, CT 06759

**Instructions to Applicants**

1. Please read Advisory Bulletin 60-1 first since new programs have been added.
2. Prepare a municipal resolution authorizing you to sign the acceptance of conditions.
3. Fill in the budget forms (please note that limited in-kind services are allowed)
4. On the Federal Assurances, check off parts I and III and sign the Federal Assurances.
5. Complete the master staffing pattern.
6. When submitting your quarterly reimbursement requests, please use form 85-21 on page 22.
7. Also, please review the remaining list of enclosed forms to determine if any of these forms are required for your application (e.g. if your community has hired a new Emergency Management Director, a new job description must be filled out and signed by the EMD and Chief Executive).

Once all of the necessary forms are filled out and signed, you can complete the application by signing and dating the Acceptance of Conditions page.

To: Emergency Management Program Grant (EMPG) Supported Local Directors

Subject: Allowable Emergency Management Performance Grant Payments to Towns and Cities

1. Purpose: The purpose of this Advisory Bulletin is to establish a uniform policy for the Emergency Management Performance Grant (EMPG) payments to towns. Each town's annual budget submission will be reviewed for compliance with this bulletin and references. Items not in compliance will be deleted. The State and Local Assistance Program (SLA) is funded by the Emergency Management Performance Grant (EMPG). The Department of Emergency Management and Homeland Security is the State Administrative Agency (SAA) for the EMPG; therefore, the Commissioner of DEMHS has sole authority to allocate funding from the EMPG and designate an eligible funding match to the EMPG.
2. Historical References:
  - a. Civil Preparedness Guide 1-3, August 1992.
  - b. Civil Preparedness Guide 1-8A, October 1985. This Guide lists most of the criteria for an eligible Civil Preparedness program.
  - c. Department of Emergency Management and Homeland Security Letter, "All EMPG Supported Emergency Management Directors," is issued annually with attachments. This letter requests each EMPG supported town to submit an annual request for EMPG funding.
3. General Considerations and Objectives of this Policy:
  - a. Federal funding constraints will determine the total annual allocation.
  - b. Town/City allocations are calculated based on their respective populations as a percentage of the total population participating in the program.
  - c. The purpose of the EMPG Program is to provide financial assistance to jurisdictions for developing and staffing a comprehensive, all-hazard Emergency Management program.
  - d. The program is performance oriented and requires participating jurisdictions to demonstrate a commitment to building and improving an ability to respond to all-hazard emergencies and coordinating a multi agency emergency response.
  - e. This program will reimburse up to 50% of eligible costs associated with creating and maintaining a comprehensive all Hazard Emergency Management program. 100% reimbursement is available for the Computer / Internet Stipend and EOC ETE programs.
4. Criteria Governing Allowable Costs: These criteria are required in order to insure equitable allocation of limited funds by restricting expenditures not essential to maintaining an Emergency Management program and to achieve economies demanded by federal budget constraints. All costs are federally reimbursable at 50% with a required 50% municipal match (cash and/or limited in-kind services).
  - a. Personnel Costs
    - 1) Full-Time or Deputy Local Directors: 50% of salary and benefits is eligible.
    - 2) Full-Time Administrative or Support Staff: 50% of salary and benefits is eligible.

EMPG State and Local Assistance Application Package

- 3) Part-Time Local Director: 50% of town paid salary and benefits is eligible if individual is not otherwise employed by the town. If the Director is otherwise employed by the town, then reimbursement (at 50% of town salary and benefits) will be based upon the percentage of time actually employed in emergency management (civil preparedness) programs management.
- 4) Part-Time Administrative or Support Staff:
  - (a) Not Otherwise Employed by the Town – Part-time administrative or support staff is eligible in the same manner as full-time staff.
  - (b) Otherwise employed by the Town – Town employees performing civil preparedness work will be reimbursed at a rate of 50% on an hourly basis for work actually performed.
- 5) Part-Time Deputy Directors, Liaison Representatives or Similar Positions who are employed by the Town in a Non-Civil Preparedness Position: EMPG reimbursement of salaries is not authorized. An exception may be requested in cases when the Deputy is temporarily performing the duties of a full-time Deputy director; reimbursement will be limited to the period of substitution. An exception may be requested on a project application basis when the representative is required to work on an emergency management project; reimbursement will be limited to 10%.
- 6) Part-Time Deputy Director Not Otherwise employed by the Town: EMPG reimbursement of salaries is not authorized. An exception may be granted on a project application basis for towns facing an unusual hazard.
- 7) Travel Costs: Requests for reimbursement of travel costs for training and travel in direct support of the emergency management program will be approved on a case by case basis and must be submitted to DEMHS via the respective Regional Coordinator for prior approval as a separate allocation request. Reimbursements will be paid by separate check using this funding mechanism and audit quality documentation of expenditures will be required.
- 8) EOC Communications Costs:
  - (a) A main voice phone line and 1 FAX line are allowable providing they are used for Emergency Management program support only.
  - (b) Cell phone, Blackberry or Pager service for the EMD.
  - (c) Satellite TV (preferred) or Cable TV equipment and monthly costs.
  - (d) Satellite Radio Network
- 9) Information Technology (IT) Equipment for EOC:
  - (a) Desktop computers (must be equipped with Web EOC when it is provided by DEMHS at no cost).
  - (b) Networked printers, fax machines and scanners.
  - (c) Wireless networking (WI-FI) at the local EOC. (Note: Will only be considered eligible if the EOC is already equipped with a main voice phone, fax line, cell phones, pager service and a high-band radio).
  - (d) Ham radios (Go Kits).

EMPG State and Local Assistance Application Package

- (e) Internet Service Provider (ISP) costs.
- (f) Towns may apply for the Computer / Internet Stipend program which provides 100% of the cost for eligible computers and high speed internet service until September 2009. See page 30 of this application.
- (g) Towns may apply to join the EOC Equipment, Training and Exercise Program which provides 100% of the cost for eligible EOC Equipment and also requires additional training and exercise participation. See page 31 of this application.

- 10) All Other Expenses: Other costs that are in direct support of the local Emergency Management Program may be included in the proposed budget and must be pre approved by DEMHS on a case by case basis if funding is available.

b. In-Kind Costs:

The total aggregate (Federal Reimbursement) of all in-kind costs claimed under this section cannot exceed \$6,000 or 25% of the total municipal EMPG budget (whichever is lesser).

The following in-kind costs are allowable and mutually exclusive under this section:

- 1) Volunteer time for local Directors and Deputy Directors (for work that would otherwise be eligible for full-time pay) will be counted as in-kind services at a rate of \$30.00 per hour up to \$240.00 per day.
- 2) Volunteer time for clerical or administrative support (for work that would otherwise be eligible for full-time pay) will be counted as in-kind services at a rate of \$25.00 per hour up to \$200.00 per day.
- 3) Maintenance of a Direction and Control communications system (batteries, repairs, repair parts, monthly telephone costs) and service charges is allowable for EOC equipment. Maintenance costs incurred from one-time procurements of communication equipment must be included in your annual budget.
- 4) Donated equipment (new equipment only) for use in the EOC. (see page 29 for EOC configuration recommendations)

The following in-kind costs are not allowable:

- 1) Any costs counted towards other federal cost-sharing requirements cannot be claimed under this cost-sharing in-kind service.
- 2) Costs that exceed \$6,000 or 25% of the total municipal EMPG budget (whichever is lesser).

Further guidance is available in 44 CFR Section 13.24 (Google on the web).

5. Program Requirements: In order to participate in this program, jurisdictions must meet the following criteria. Failure to meet these minimum criteria by the end of the fiscal year (plus a 90-day grace period) will result in a funding reduction for the following fiscal year.

EMPG State and Local Assistance Application Package

TASK #	Description	Reduction Percentage
1	Have an officially appointed Emergency Management Director (EMD).	100% - Community cannot participate in program.
2	Have a local Emergency Operations Plan (EOP) updated annually and signed by the EMD and Chief Executive Officer of that jurisdiction. The EOP must also be approved by the Commissioner of DEMHS.	100% - Community cannot participate in program.
3	Participate in the State DEMHS High-band radio network.	100% - Community cannot participate in program.
4	EMDs must provide 24 hour contact information to their respective DEMHS Regional Coordinator to facilitate emergency situation reporting and coordination of requests for state assistance.	5% of annual budget.
5	Conduct at least 1 exercise of their EOP annually and submit after action reviews to the State DEMHS through their respective Regional Coordinator. Major activations (including situation reports to substantiate the activation) also qualify.	5% of annual budget.
6	Submit an annual proposed budget to DEMHS through their respective Regional Coordinator.	5% of annual budget.
7	Submit audit quality documentation of program expenses to DEMHS on a quarterly basis through their respective Regional Coordinator in a timely manner.	Failure to submit audit quality document will result in non-reimbursement of expenses.
8	Year end quarterly reports must be received by December 31 <sup>st</sup> in order to receive reimbursement.	Reduced by amount of any quarterly reports that were not submitted.
10	Jurisdictions must demonstrate that their local EOPs are NIMS compliant and contain the names and contact information for their local Health Directors.	5% of annual budget.

6. Program Assistance: Department of Emergency Management and Homeland Security (DEMHS) Regional Coordinators will be available to assist jurisdictions in development of budget proposals, reimbursement requests and all associated reporting and documentation associated with this program.

Regional Coordinators will review all budget submissions and make recommendations on EMPG program eligibility, and make submissions along with recommendations to DEMHS HQ for final approval.

James M. Thomas  
Commissioner

Supersedes edition of August 24, 2007



**EMPG STATE AND LOCAL ASSISTANCE (SLA) PROGRAM**

**ACCEPTANCE OF EMPG PROGRAM CONDITIONS OF ELIGIBILITY  
& BUDGET ESTIMATE FOR FFY 2009 (10/1/08 – 9/30/09)**

The **(City of Bridgeport)** accepts these conditions of eligibility to apply for Emergency Management Performance Grant (EMPG) program funding support for Federal Fiscal Year (FFY) 2009 which begins on October 1<sup>st</sup>, 2008. (See DEMHS Advisory Bulletin 60-1 Revised on 7/9/08 for additional guidance).

1. The receipt of EMPG funding brings with it a commitment on the part of the municipality to increase operational capability through the funding of personnel and administrative expenses.
2. The municipality will keep records of expenditures in accordance with the State Single Audit Act and will make records available to representatives of the Federal Emergency Management Agency (FEMA) and the Department of Emergency Management and Homeland Security (DEMHS) during regular business hours. All Federal Emergency Management Agency EMPG guidelines shall also apply.
3. Any individual whose salary is paid on a part-time or full-time basis under the EMPG program will be placed under the merit system personnel procedures promulgated by and meeting the standards of the Federal Office of Policy and Management.
4. The Connecticut Loyalty Oath for Civil Preparedness (C.G.S. Section 28-12) will be taken annually by all local personnel orally before a local civil preparedness officer or officers (emergency management director) empowered by the DEMHS Commissioner. The oath must also be taken orally by all volunteers entering on-duty with DEMHS, regardless of whether or not they are being reimbursed from EMPG funds.
5. Acceptance of an award under this program constitutes a legally binding agreement to comply with all relevant and applicable Federal and State regulations and conditions.
6. The municipality will submit promptly to the DEMHS excerpts of all audit reports prepared in accordance with the Single Audit Act (P.L. 98-502) and/or State statute, sufficient to identify the jurisdiction, the auditor(s) and the period audited, to include all references to funds received from DEMHS or the Federal Emergency Management Agency.

Signature of Chief Executive Officer indicates acceptance of these six conditions.

Signed: \_\_\_\_\_  
Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledged By: \_\_\_\_\_  
Emergency Management Director

Date: \_\_\_\_\_

BUDGET PREPARATION

On the following page please provide a fiscal estimate of federal funds required to operate your emergency management program on a day to day basis. This request should be based on anticipated funding at the local level. Remember that your request covers the period from October 1, 2008 through September 30, 2009 (Federal Fiscal Year 2009).

Costs should be divided into the following categories:

1. **Personnel Compensation** – Includes salary, payments for vacation, sick leave, terminal leave, employer's contribution for Social Security, employee's health insurance, un-employment compensation contributions, worker's compensation insurance and pension plans. (Life insurance is no longer allowed).
2. **In-Kind Costs** - The total aggregate of all in-kind costs cannot exceed \$6,000 or 25% of the total municipal EMPG budget (whichever is lesser). In-kind costs may include; 1) Volunteer time for local Directors and Deputy Directors at a rate of \$30.00 per hour, 2) Volunteer time for clerical or administrative support at a rate of \$25.00 per hour, 3) Maintenance and/or Operations costs of EOC equipment, and 4) Donated equipment (new equipment only) for use in the EOC.
3. **Communications Costs** - A main voice phone line and 1 FAX line are allowable providing they are used for emergency management program support only. Cell phone, Blackberry or Pager service for the EMD is also allowable and Satellite TV (preferred) or Cable TV equipment and monthly costs are allowable along with other (pre-approved) communications equipment for the EOC.
4. **Information Technology (IT) Equipment for EOC** - Desktop computers (must be equipped with Web EOC when it is provided by DEMHS), networked printers, fax machines and scanners. Other optional equipment such as wireless networking (WI-FI), and GPS Navigation Systems will only be considered eligible if the EOC is already equipped with a main voice phone, fax line, cell phones, pager service and a high-band radio.
5. **All Other Expenses** - Other costs that are in direct support of the local emergency management program may be included in the proposed budget and may be approved on a case by case basis if funding is available. Priority for funding will be given to personnel costs. Basic communications as outlined above will be given second priority.

**Please Note:**

1. See DEMHS Advisory Bulletin 60-1 (Rev. 7/9/08) for additional guidance.
2. Enter the total cost. The amount of the Federal share requested (50% of total cost) will be calculated automatically.

# DEPARTMENT OF HEALTH AND SOCIAL SERVICES

## LIGHTHOUSE PROGRAMS

45 Lyon Terrace - Room 301  
Bridgeport, Connecticut 06604  
Telephone (203) 576-7252 • (203) 576-7239

BILL FINCH  
Mayor

TAMMY PAPA  
Director

Lighthouse Programs  
- Extended Day  
- Youth Employment



Comm. #192-07 Ref'd to ECD & Environment Committee on 9/15/2008

### INTEROFFICE MEMORANDUM

**MEMO TO:** City Clerk  
**FROM:** Tammy Papa  
**DATE:** September 10, 2008  
**REFERENCE:** Submission of Contract to the U.S. Department of Justice

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At your earliest convenience, please place this on the <sup>ECOTC</sup>contracts committee agenda for submission to the full council.

Should you have any questions, please feel free to contact me. I will of course make myself available for the contracts committee meeting and the full council meeting to answer any questions..

Thank you.

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERKS OFFICE  
08 SEP 10 PM 2:05



Department of Justice  
Office of Justice Programs

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Office of the Assistant Attorney General

Washington, D.C. 20531

July 30, 2008

The Honorable William Finch  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604-4023

Dear Mayor Finch:

On behalf of Attorney General Michael B. Mukasey, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the OJJDP FY 08 Earmarks Programs in the amount of \$297,371 for City of Bridgeport.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Sharon Cantelon, Program Manager at (202) 616-3658; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jeffrey L. Sedgwick".

Jeffrey L. Sedgwick  
Acting Assistant Attorney General

Enclosures

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**Department of Justice**  
Office of Justice Programs  
Office for Civil Rights

*Washington, D.C. 20531*

July 30, 2008

The Honorable William Finch  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604-4023

Dear Mayor Finch:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

**Ensuring Access to Federally Assisted Programs**

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

**Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

**Ensuring Equal Treatment for Faith-Based Organizations**

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. These employment provisions have been specifically incorporated into 28 C.F.R. Part 38.1(f) and 38.2(f). Consequently, in many circumstances, it would be impermissible for faith-based organizations seeking or receiving funding authorized by these statutes to have policies or practices that condition hiring and other employment-related decisions on the religion of applicants or employees. Programs subject to these nondiscrimination provisions may be found on OCR's website at <http://www.ojp.usdoj.gov/ocr/>. Questions about the regulation or the statutes that prohibit discrimination in employment may be directed to this Office.

### **Enforcing Civil Rights Laws**

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

### **Complying with the Safe Streets Act or Program Requirements**

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

#### **1) Meeting the EEOP Requirement**

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

#### **2) Submitting Findings of Discrimination**

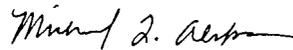
In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

### Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice  
Office of Justice Programs  
Office of the Chief Financial Officer

Washington, D.C. 20531

July 30, 2008

The Honorable William Finch  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604 - 4023

Reference Grant Number: 2008-JL-FX-0069

Dear Mayor Finch:

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below:

Category	Budget
Personnel	\$0
Fringe Benefits	\$0
Travel	\$2,200
Equipment	\$0
Supplies	\$0
Construction	\$0
Contractual	\$295,171
Other	\$0
Total Direct Cost	\$297,371
Indirect Cost	\$0
Total Project Cost	\$297,371
Federal Funds Approved:	\$297,371
Non-Federal Share:	\$0
Program Income:	\$0

Match is not required for this grant program.

If you have questions regarding this award, please contact:

- Program Questions, Sharon Cantelon, Program Manager at (202) 616-3658
- Financial Questions, the Office of Chief Financial Officer, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,



Department of Justice  
Office of Justice Programs  
**Office of Juvenile Justice and  
Delinquency Prevention**

**Grant**

PAGE 1 OF 2

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Bridgeport 999 Broad Street Bridgeport, CT 06604-4023		4. AWARD NUMBER: 2008-JL-FX-0069	
		5. PROJECT PERIOD: FROM 07/01/2008 TO 06/30/2009 BUDGET PERIOD: FROM 07/01/2008 TO 06/30/2009	
		6. AWARD DATE 07/30/2008	7. ACTION Initial
1A. GRANTEE IRS/VENDOR NO. 066001865		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE City of Bridgeport Lighthouse Program		10. AMOUNT OF THIS AWARD \$ 297,371	
		11. TOTAL AWARD \$ 297,371	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S)			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under Juvenile Justice and Delinquency Prevention Act of 2002, 42 USC 5665-5667			
15. METHOD OF PAYMENT PAPRS			
[REDACTED] AGENCY APPROVAL [REDACTED]		[REDACTED] GRANTEE ACCEPTANCE [REDACTED]	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Jeffrey L. Sedgwick Acting Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL William Finch Mayor	
17. SIGNATURE OF APPROVING OFFICIAL <i>Jeffrey L. Sedgwick</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
[REDACTED] AGENCY USE ONLY [REDACTED]			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X F JL 70 00 00 297371		21. HJLTGT0007	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice  
Office of Justice Programs  
**Office of Juvenile Justice and  
Delinquency Prevention**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 2

PROJECT NUMBER 2008-JL-FX-0069

AWARD DATE 07/30/2008

*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient agrees to submit quarterly financial status reports to the Office of Justice Programs using Standard Form SF 269A on the Internet at <https://grants.ojp.usdoj.gov>. These reports shall be submitted on-line not later than 45 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the grant period.
6. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on line-through the Internet at <https://grants.ojp.usdoj.gov/>.
7. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted on line at OJJDP's Performance Measures website (<http://ojjdp.ncjrs.gov/grantees/pm/index.html>) by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is to be included as an attachment to the grantee's narrative categorical assistance progress report submitted on GMS for each reporting period.
8. No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the grantee whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year.



**Department of Justice**

Office of Justice Programs

*Office of Juvenile Justice and Delinquency Prevention*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Kathi Grasso, OJJDP NEPA Coordinator

**Subject:** Categorical Exclusion for City of Bridgeport

The recipient agrees to assist OJJDP to comply with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds either directly by the recipient or by a subrecipient. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds and, if so, to advise OJJDP and request further NEPA implementation guidance. Recipient understands that this special condition applies to its activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are: a. new construction; b. minor renovation or remodeling of a property either; (1) listed on or eligible for listing on the National Register of Historic Places or; (2) located within a 100-year flood plain; c. a renovation, lease, or any other proposed use of a building or facility that will either; (1) result in a change in its basic prior use or; (2) significantly change its size and; d. Implementation of a new program involving the use of chemicals other than chemicals that are; (1) purchased as an incidental component of a funded activity and; (2) traditionally used, for example, in office, household, recreational, or education environments.



Department of Justice  
Office of Justice Programs  
Office of Juvenile Justice and  
Delinquency Prevention

## GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

### Grant

PROJECT NUMBER

2008-JL-FX-0069

PAGE 1 OF 1

This project is supported under Juvenile Justice and Delinquency Prevention Act of 2002, 42 USC 5665-5667

1. STAFF CONTACT (Name & telephone number)

Sharon Cantelon  
(202) 616-3658

2. PROJECT DIRECTOR (Name, address & telephone number)

Tammy Papa  
Director  
45 Lyon Terrace  
Bridgeport, CT 06604-4023  
(203) 576-7252

3a. TITLE OF THE PROGRAM

OJJDP FY 08 Earmarks Programs

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

City of Bridgeport Lighthouse Program

5. NAME & ADDRESS OF GRANTEE

City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604-4023

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 07/01/2008 TO: 06/30/2009

8. BUDGET PERIOD

FROM: 07/01/2008 TO: 06/30/2009

9. AMOUNT OF AWARD

\$ 297,371

10. DATE OF AWARD

07/30/2008

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The proposed program is designed to keep Bridgeport youth safe and healthy, reducing the incidence of juvenile crime and promoting academic achievement, and socially and environmentally responsible behavior. Approximately 2,500 urban youth per day, all of whom qualify for free/reduced lunch, in 22 public schools serving grades K-12, will have access to an array of academic, recreational, and health activities including homework help, thematic studies, physical education, special needs services, cultural and performing arts programs, training and employment programs, and organized sports. Progress toward the goals of the proposed program will be measured formatively through site visits and summatively by an outside evaluator with expertise in outcome driven quality after school and summer programming. Past experience showed that implementation of proposed activities leads to academic success, reduction in juvenile crime, and more responsible youth. NCA/NCF



City of Bridgeport, Connecticut  
**CENTRAL GRANTS OFFICE**

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

BILL FINCH  
Mayor

DAWN TWISTOL  
Acting Director

Comm. # 193-07 Ref'd to ECD & Environment on 9/15/2008

Interoffice Memorandum

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To: Fleeta Hudson, City Clerk

From: Dawn Twistol, Acting Director *DMT*

Date: 9/10/2008

Re: Grant Proposal Submission

CC: Andy Nunn, Adam Wood, Charlie Carroll

---

The City of Bridgeport, Central Grants Office seeks authorization for Mayor Bill Finch to submit an application to the CT Department of Environmental Protection for bonding to improve Ellsworth Park. Please find the attached resolution and grant summary to be submitted to Council. Please call me at 576-7676 if you need more information.

Attachments

RECEIVED  
CITY CLERKS OFFICE  
08 SEP 10 PM 4: 27  
ATTEST  
CITY CLERK



## GRANT SUMMARY

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PROJECT TITLE: Ellsworth Park

RENEWAL      NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Dawn M. Twistol

PHONE NUMBER: 576-7676

PROJECT SUMMARY/DESCRIPTION: Capital Improvements to Ellsworth Park such as security lighting, landscaping, bathrooms, storage, concession stand, seating, and resurfacing/drainage of fields.

CONTRACT DATES: Contract Execution through five years

PROJECT GOALS AND PROCEDURES: The goal is to make capital and safety improvements to park to increase use by community and support sports leagues at site.

---

### IF APPLICABLE

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

Federal:

State: \$500,000

City:

Other:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

Transportation/Travel:

Other (explain): \$500,000 construction cost

Subcontracts: Yes X No

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

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

WHEREAS, funds under this grant will be used to renovate and make capital improvements to Ellsworth Park; and,

WHEREAS, these improvements include priorities identified by the community such as security lighting, landscaping, bathroom and storage facilities, concession stand, seating, and resurfacing/drainage of fields; and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application to the State of Connecticut Department of Environmental Protection for funds to improve Ellsworth Park.
2. That it hereby authorizes, directs and empowers the mayor or designee to execute and file such application with the State of Connecticut Department of Environmental Protection and to provide such additional information and to execute such other contracts and documents as may be necessary under this program.



City of Bridgeport, Connecticut  
**CENTRAL GRANTS OFFICE**

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

**BILL FINCH**  
Mayor

**DAWN TWISTOL**  
Acting Director

Comm. #194-07 Ref'd to ECD & Environment Committee on 9/15/2008

---

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**INTEROFFICE MEMORANDUM**

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**TO:** FLEETA HUDSON, CITY CLERK  
**FROM:** CHRISTINA KAZANAS, CENTRAL GRANTS   
**SUBJECT:** GRANT PROPOSAL SUBMISSION  
**DATE:** 9/10/2008  
**CC:** DAWN TWISTOL, ANDY NUNN, ADAM WOOD, CHARLIE CARROLL, STEVE HLADEN

---

The City of Bridgeport, Central Grants Office seeks authorization for Mayor Bill Finch to submit an application to the CT Department of Environmental Protection's Greening of the Boston Post Road program. Please find the attached resolution and grant summary to be submitted to council. Please call me at 5664 if you need any additional information.

attachments

ATTEST  
CITY CLERK \_\_\_\_\_  
RECEIVED  
CITY CLERKS OFFICE  
08 SEP 10 PM 4: 27



## GRANT SUMMARY

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PROJECT TITLE: Connecticut Department Environmental Protection-Greening of the Boston Post Road 2008 Grant Submission

RENEWAL \_\_\_\_\_ NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Christina Kazanas-Grants Writer

PHONE NUMBER: 332-5664

### PROJECT SUMMARY/DESCRIPTION:

The City is seeking funding through the State Department Environmental Protection's Greening of the Boston Post Road program to conduct tree planting along North Avenue between Park Ave. and Lexington Ave. A total of 10 trees will be planted in cooperation with home owners, residents and the new Geraldine W. Johnson school. The request is in keeping with the City's Master Plan and its objectives of increasing the city's tree canopy by 3,000 new trees by the year 2020. If funded, the City would receive up to \$2,500 to apply towards the purchase of the trees. The award could be more if some municipalities do not submit applications; unallocated funding is divided among those municipalities that did submit applications to the program. The Department of Parks & Recreation will devote in-kind labor, resident education, and school-based education on the planting of the trees and their role in neighborhood beautification and environmental improvement.

CONTRACT DATES: Anticipated date of award and contract date is October 2008-June 2009.

PROJECT GOALS AND PROCEDURES:

1. To further increase the tree canopy in Bridgeport by planting 10 new trees along North Ave.;
2. To replace missing trees and plant new trees to beautify the neighborhood along this stretch of North Ave.;
3. To educate the public on the importance of tree planting to the environment;

---

**IF APPLICABLE**

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

Federal:

Salaries/Benefits: \$3,680

State: \$2,500

Supplies: \$2,700

City: \$3,880 (in kind)

Transportation/Travel:

Other:

Other (explain):

Subcontracts: Yes\_\_\_No\_\_X\_\_

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

**WHEREAS**, the *Connecticut Department of Environmental Protection, Division of Forestry* is responsible for the administration of Federal funding for urban forestry grants through the *Greening of the Boston Post Road* program; and,

**WHEREAS**, the *City of Bridgeport's* Plan of Conservation and Development (“Master Plan”) emphasizes the necessity of increasing the city’s tree canopy by developing a tree planting program to plant 3,000 new trees by 2020; and,

**WHEREAS**, the *City of Bridgeport* has a strong interest in improving air quality in the City and recognizes the role that trees play in achieving this goal; and,

**WHEREAS**, it is desirable and in the public interest that the *City of Bridgeport, Departments of Public Facilities and Parks & Recreation*, submit an application to the *CT DEP Greening of the Boston Post Road program* for an amount not to exceed \$6,000 for the purchase of trees to be planted along North Ave., and to conduct outreach and education to residents, home owners and nearby schools on the tree planting 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 *CT DEP’s Greening of the Boston Post Road Program* for funds for the purpose of planting trees along North Ave.
2. That it hereby authorizes, directs and empowers the mayor, or his designees to execute and file such application with the *CT DEP*, to provide such additional information and to execute and administer such other contracts and documents as may be necessary to execute this program.

CITY ATTORNEY  
Mark T. Anastasi

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

ASSISTANT CITY ATTORNEYS

DEPUTY CITY ATTORNEY  
Salvatore C. DePiano

Christine Donahue Brown  
Arthur C. Laske III  
R. Christopher Meyer  
Stephen J. Sedensky, Jr.

ASSOCIATE CITY ATTORNEYS

LEGAL ADMINISTRATOR  
Kathleen Pacacha

Gregory M. Conte  
Melanie J. Howlett  
Russell D. Liskov  
Barbara Brazzel-Massaro  
John R. Mitola  
Ronald J. Pacacha  
Lisa R. Trachtenburg



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

MEMORANDUM

To: Ann Murray, Assistant City Clerk  
From: Melanie J. Howlett, Associate City Attorney  
Date: September 10, 2008  
Re: Proposed Amendment to Chapter 12, Streetlight Installations

The enclosed proposed amendment to Chapter 12 was prepared by John F. Cottell, Jr., Utilities Manager and I. It is sponsored by Councilwomen Marie Valle and Michelle Lyons.

Please place this matter on the agenda for the City Council Meeting scheduled for September 15, 2008, for referral to the Public Safety Committee. If approval is obtained from that Committee, it shall then be forwarded to the Ordinance Committee before returning to the full City Council for approval.

If there are any questions regarding this matter, please do not hesitate to contact me.

RECEIVED  
CITY CLERKS OFFICE  
08 SEP 11 PM 12: 39  
TEST  
CITY CLERK

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code Title 12 be amended to add Chapter 12.60 Streetlight Installations.

## Proposed Amendment to Title 12 Streets, Sidewalks and Public Places

New:

### Chapter 12.60 Streetlight Installations

The Council member for the location where the streetlight or sidewalk light installation is proposed, or the City Traffic Engineer, or the City Director of Public Facilities or the City Utilities Manager shall submit all requests for the installation of a streetlight in the city sidewalk or public right of way to the City Clerk.

All such requests shall be forwarded by the City Council to the Committee for Public Safety and Transportation for a recommendation. The City Clerk shall obtain the following information before placing such a request on the Committee agenda:

1. A letter from the Petitioner explaining the reason for the request.
2. A letter from the City Utilities Manager indicating whether the service requested can be provided; a recommendation as to which type of streetlight should be installed if the request is approved by the City Council; and the costs to the City associated with providing and maintaining this service.
3. A letter from the Utilities Manager as to whether funding is currently available to pay for the cost of the proposed service.
4. A letter from the traffic engineer as to whether or not the proposed installation location for a streetlight is an area with a high incident of accidents based on the nighttime versus daytime ratio.
5. A letter from the Tree Warden indicating whether tree trimming will increase the illumination of streetlights already located within 200 feet of the proposed installation.

The Committee shall make a recommendation based on the following criteria:

1. The primary function of street lighting is to provide safe travel conditions for vehicular traffic. Attention is given to illuminating intersections, crosswalks, dangerous curves, traffic signs, cul-de-sacs and areas with a high incident of accidents based on the nighttime versus daytime ratio, when determining appropriate locations for streetlights.
2. Streetlights are not meant to be a substitute for floodlights or privately maintained security lighting for parked cars, or adjoining buildings, or pedestrian travel on the sidewalks. Streetlights may provide property owners with a small measure of added security lighting but this is not its function or purpose.
3. Installation of streetlights shall not be closer than every other utility pole.
4. Approval of a streetlight installation request shall not be approved for the current fiscal year if there is insufficient funding to pay for the proposed service. Therefore, the approved streetlight or sidewalk light installation request must coincide with the approval by the City Council of budgeted monies associated for this request. The City Clerk shall forward a copy of the approval of the request, and approval of the budgeted costs, to the City's Utilities Manager.

**Rev. 8/27/08**

186-07

# RESOLUTION

By Councilmember(s): Warren Blunt  
Richard Bonney

District: 135<sup>th</sup>

Introduced at a meeting  
of the City Council, held:

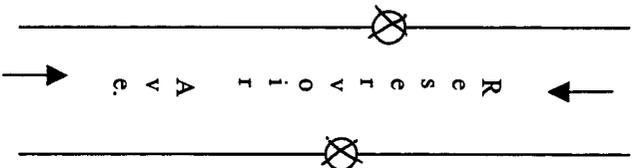
September 15, 2008

Referred to: Board of Police Commissioners

Attest: \_\_\_\_\_  
City Clerk

Whereas, extra precautions are needed to ensure the safety of school children; Now, Therefore, be it Resolved, that two (2) stop signs be placed in front of Wilbur Cross School on Reservoir Avenue going North and South.

Wilbur Cross School



*Referrals Made:*



# RESOLUTION

BE IT RESOLVED, that stop signs be installed on Reservoir Avenue in Front of Wirth Liquor Store and Woodlawn Avenue to control the flow of traffic.

By Councilmember(s) Warren Blunt, D-135th  
Richard Bonney, D-135th

Introduced at a meeting  
of the City Council, held:

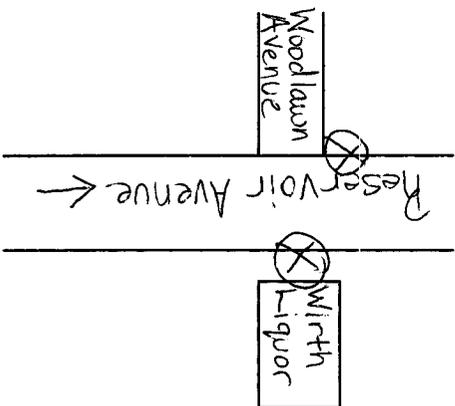
September 15, 2008

Referred to: Board of Police Commissioners

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
MAYOR



Referrals Made:



188-07

# RESOLUTION

BE IT RESOLVED, that two (2) stop signs be installed on Platt Street on the corner of Ryon Street to control the flow and safety of traffic.

By Councilmember(s) Warren Blunt, D-135th  
Richard Bonney, D-135th

Introduced at a meeting  
of the City Council, held:

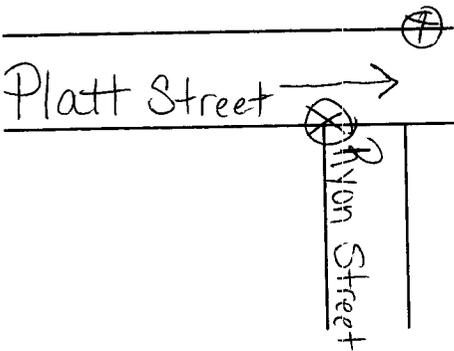
September 15, 2008

Referred to: Board of Police Commissioners

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
MAYOR

Referrals Made:



???-06

RESOLUTION

By Councilmember(s): Warren Blunt, D-135th

Richard Boney

Introduced at a meeting of the City Council, held:

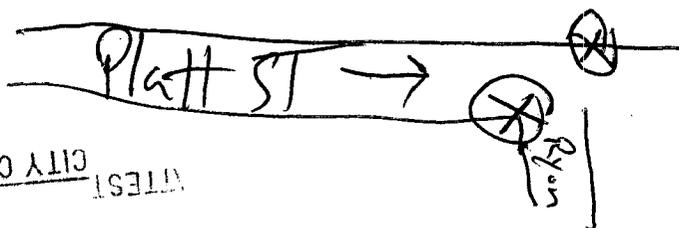
September 2, 2008

Referred to: Public Safety and Transportation

Attest: \_\_\_\_\_ City Clerk

Whereas to control the flow and safety of T&A,

Please be advised as to the installation of 2 stops on Platt St on the corner of Ryon



Referrals Made:

WITNESSED BY CITY CLERK

RECEIVED CITY CLERKS OFFICE 08 SEP -9 PM 1:22

# RESOLUTION

BE IT RESOLVED, that two (2) stop signs be installed on Oman Street, east and West corner of Camp Place to control the flow of traffic.

By Councilmember(s) Warren Blunt, D-135th  
Richard Bonney, D-135th

Introduced at a meeting  
of the City Council, held:

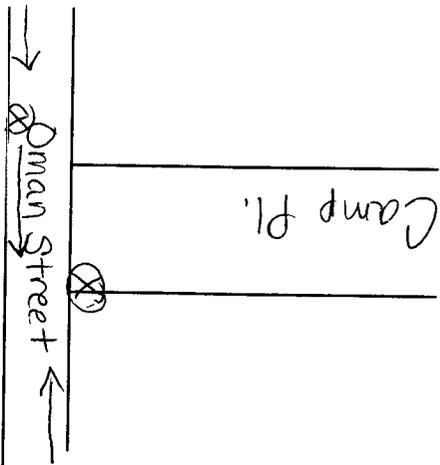
September 15, 2008

Referred to: Board of Police Commissioners

Attest:

City Clerk

MAYOR



Referrals Made:

???-06

RESOLUTION

By Councilmember(s): Warren Blunt, D- 135th

Richard Bonney

Introduced at a meeting of the City Council, held:

September 2, 2008

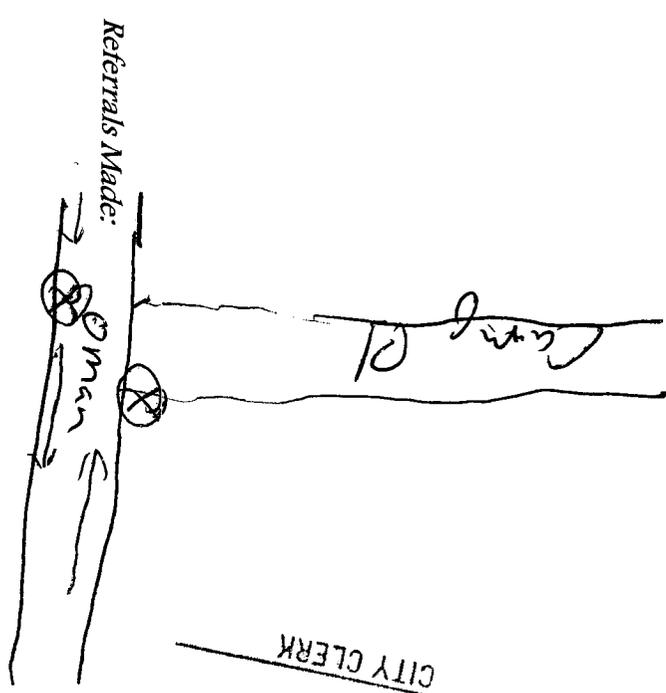
Referred to: Public Safety and Transportation

Attest:

City Clerk

Whereas to control the flow of Traffic

Please be advise that stop signs (2) be installed on Omaha St east and west corner of Cary St.



RECEIVED CITY CLERKS OFFICE 08 SEP -9 PM 1:22 ATTEST CITY CLERK

# RESOLUTION

By Councilmember(s) Warren Blunt, D-135th  
Richard Bonney, D-135th

Introduced at a meeting  
of the City Council, held:

September 15, 2008

Referred to: Board of Police Commissioners

Attest:

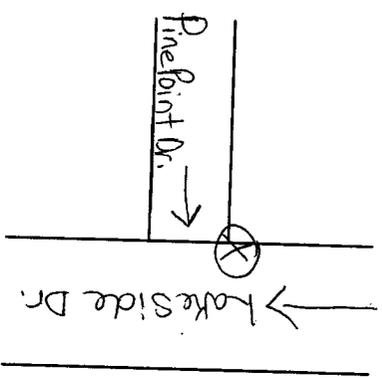
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Referrals Made:

WHEREAS, on going traffic may create safety concerns; Now,  
therefore be it

RESOLVED, that a stop sign be installed east on Lakeside  
Drive on the corner of Pinepoint Drive. Also, a sign warning of a  
stop sign ahead be posted.



???-06

# RESOLUTION

By Councilmember(s): Warren Blunt, D-135th

Richard Bonney

Introduced at a meeting  
of the City Council, held:

September 2, 2008

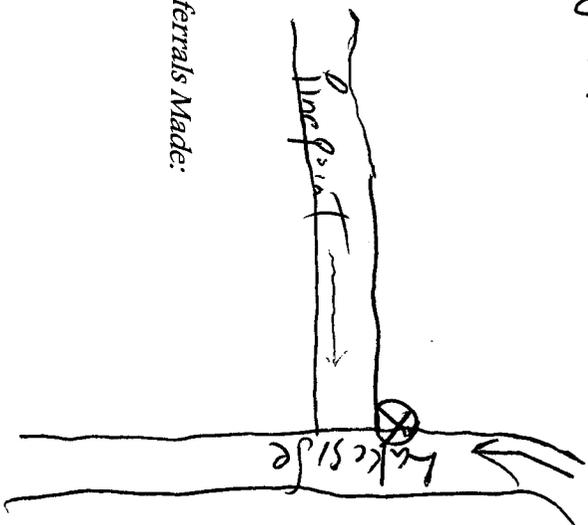
Referred to: Public Safety and Transportation

Attest:

\_\_\_\_\_  
City Clerk

Whereas on going traffic may  
create safety concerns

Please be advised that a stop sign  
be installed east on Lakeside Dr.  
on the corner of Pinepoint Dr. Also  
a sign warning of a stop sign ahead  
be posted.



Referrals Made:

RECEIVED  
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08 SEP -9 PM 1:22  
ATTEST  
CITY CLERK

191 - 07

## RESOLUTION

By Councilmember(s): Robert P. Curwen

District: 138th

Introduced at a meeting  
of the City Council, held:

September 15, 2008

Referred to: Budget & Appropriations Committee

Affest: \_\_\_\_\_

\_\_\_\_\_  
*City Clerk*

### **In Reference to: Office of Legislative Services**

WHEREAS, this City Council is elected to represent the best interests of its' constituency and act on behalf of the taxpayer's benefit; and

WHEREAS, the City of Bridgeport is experiencing and in the midst of a severe financial crisis; and

WHEREAS, all departments throughout the City are seeking and providing innovative ideas to reduce spending to a bare minimum; and

WHEREAS, as elected officials, it is urgent and prudent that we do our part in the sacrificing of services and assistance available to us thereby reducing the taxpayer burden; and

WHEREAS, the Office of the City Clerk, a fully chartered and elected office, presently has the resources to assist the City Council members in the course of their duties; Now, therefore be it

RESOLVED, That the Office of Legislative Services be, and hereby is, unfunded by this City Council until such time the City of Bridgeport finances are more solvent in nature.

*Referrals Made:*

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CITY CLERKS OFFICE

18 SEP 10 PM 3:13

EST \_\_\_\_\_  
CITY CLERK

**\*174-07  
Consent Calendar**

Approval of Additional Capital Project Authorization to the 2009-2013 Capital Budget - Parent Center Renovation Project (\$650,000)

**Report  
of  
Committee  
on**

**Budget & Appropriations**

**Submitted: September 15, 2008**

Adopted: \_\_\_\_\_

*Steve R. Henderson*

Attest: \_\_\_\_\_

City Clerk

Approved \_\_\_\_\_

Mayor



# City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

**\*174-07 Consent Calendar**

## APPROVAL OF ADDITIONAL CAPITAL PROJECT AUTHORIZATION TO THE 2009-2013 CAPITAL PLAN

**WHEREAS**, the City Council of the City of Bridgeport (the "City") has adopted the City's Five Year Capital Plan for Fiscal Years 2009-2013 (the "2009-2013 Capital Plan"); and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to add additional capital plan authorization in the amount of \$650,000, for the capital project more particularly listed on Exhibit A attached hereto, to the City's 2009-2013 Capital Plan (the "Project"); and now therefore, be it

**RESOLVED**, That the City's 2009-2013 Capital Plan, as adopted by the City Council, is hereby amended to incorporate the Project as set forth herein.

*\*Amendment Off the Floor 9/15/08*

**RESOLVED**, the Board of Education is to repay the city of Bridgeport the capital portion of this amendment (\$650,000) in annual equal amounts spread over 10 years based on the total Principal borrowed.

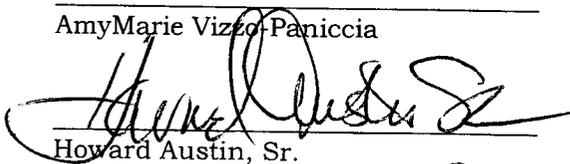
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS

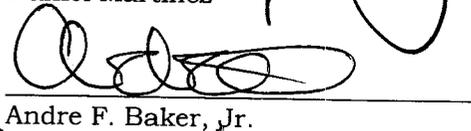
\_\_\_\_\_  
Robert P. Curwen, Sr. Co-Chairman

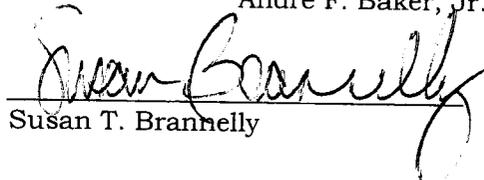
  
\_\_\_\_\_  
Leticia Colon, Co-Chairman

\_\_\_\_\_  
AmyMarie Vizzo-Paniccia

  
\_\_\_\_\_  
Daniel Martinez

  
\_\_\_\_\_  
Howard Austin, Sr.

  
\_\_\_\_\_  
Andre F. Baker, Jr.

  
\_\_\_\_\_  
Susan T. Brannelly

**Exhibit A**

**Additional Capital Projects**

<b><u>Project Description</u></b>	<b><u>Capital Plan Authorization</u></b>
<i>Board of Education</i>	
Parent Center Renovations	<u>\$650,000</u>
<b>TOTAL</b>	<b>\$650,000</b>

**Exhibit A**

**Additional Capital Projects**

<b><u>Project Description</u></b>	<b><u>Capital Plan Authorization</u></b>
<i>Board of Education</i>	
Parent Center Renovations	<u>\$650,000</u>
<b>TOTAL</b>	<b>\$650,000</b>

**\*175-07  
Consent Calendar**

Approval of General Obligation Bonds to Fund Certain  
Capital Improvement Project - Parent Center  
Renovation Project (\$650,000)

**Report  
of  
Committee  
on**

**Budget & Appropriations**

**Submitted: September 15, 2008**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_



City Clerk

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

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

## **\*175-07 Consent Calendar**

### **APPROVAL OF GENERAL OBLIGATION BONDS - To Fund Certain Capital Improvement Project**

**WHEREAS**, the City Council of the City of Bridgeport (the "City") has previously added and approved the capital plan authorizations in the amount of \$650,000 for the Parent Center renovation project (the "Parent Center Renovation Project") to the City's Five Year Capital Plan for Fiscal Year 2009-2013 (the "2009-2013 Capital Plan"); and

**WHEREAS**, the Charter of the City requires that authorization to borrow against said 2009-2013 Capital Plan be approved by the City Council; and

**WHEREAS**, the City has received and/or anticipates to receive from various sources, including the State Department of Social Services, approximately \$500,000 of additional grants and other funds for the Parent Center Renovation Project; and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the Parent Center Renovation Project in the amount of \$650,000 as more particularly listed on Exhibit A attached hereto; and now therefore be it

**RESOLVED**, That having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves and ratifies the appropriation and expenditure of the amounts necessary to: (i) fund the Parent Center Renovation Project in a principal amount not to exceed \$650,000 and the issuance of general obligation bonds secured by the City's full faith and credit (the "Bonds"), in a principal amount not to exceed \$650,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Parent Center Renovation Project; and (ii) finance such additional costs and expenses, in an amount not to exceed ten percent (10%) of such authorization, as the Mayor, the Finance Director, and the Treasurer (collectively, the "Officials") shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and be it further



## Report of Committee on Budget and Appropriations

-2-

\*175-07 Consent Calendar

**RESOLVED**, The Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes and to issue temporary notes of the City in anticipation of the receipt of proceeds from the sale of the Bonds to be issued pursuant to this resolution and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by statute; notes evidencing such borrowings shall be executed in the same manner as if they were bonds and the officials shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Connecticut General Statutes and shall have all powers and authority as in connection with the issuance of bonds; and be it further

**RESOLVED**, That the City Council authorizes and approves that the Bonds be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed necessary or appropriate by the Officials and in the City's best interest, hereby authorizes the Officials: (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut General Statutes, on such terms as the Officials deem necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Bonds or which are contemplated by law; and be it further

**RESOLVED**, That the Officials, if they determine it to be advisable, necessary or appropriate, hereby are authorized, on behalf of the City, to enter into an indenture of trust and/or a supplemental indenture of trust to the City's existing indenture (collectively, the "Indenture") with a bank or trust company located within or without the State of Connecticut (the "Trustee"), and to covenant: (i) if the Bonds are issued pursuant to such Indenture that all or a portion of the City's property taxes shall be paid to the Trustee and be held in trust for the benefit of the holders of the Bonds as provided in Chapter 117 and other Chapters of the Connecticut General Statutes, and (ii) the terms on which any payments or reserves securing the payment of the Bonds will be paid, and the terms of any reserve or other fund for the benefit of the holders of the Bonds; and, in any event, to amend or supplement the Indenture containing such terms and conditions as the Officials shall determine to be necessary or advisable and in the best interest of the City, the execution thereof to be conclusive evidence of such determination; and be it further



## Report of Committee on Budget and Appropriations

-3-

\*175-07 Consent Calendar

**RESOLVED**, That the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Bonds on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Bonds; and be it further

**RESOLVED**, That the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Bonds, including the terms of any reserve that might be established as authorized herein, whether any of the Bonds issued will be issued as taxable bonds and whether the Bonds will be issued in one or more series on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Bonds; and be it further

**RESOLVED**, That the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and other agreements for the purpose of managing the interest rate fluctuations and risks and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the issuance of the Bonds and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and be it further

**RESOLVED**, That the Bonds shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such Officials of the City affixed to the Bonds may be by facsimiles of such signatures printed on the Bonds, and each of such Officials and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions; and be it further



Report of Committee on Budget and Appropriations

-4-

\*175-07 Consent Calendar

**RESOLVED**, That the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to allocate any unused bond proceeds, consistent with the applicable tax and other laws, as deemed to be necessary or advisable and in the best interests of the City by the Officials; and be it further

**RESOLVED**, That the Officials are hereby authorized to apply for, accept and expend any available State or Federal grant in aid of the financing of the Parent Center Renovation Project, to take all action necessary or proper in connection therewith, and all such action previously taken in connection with any such grants or other funds is hereby ratified.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS

\_\_\_\_\_  
Robert Curwen, Co-Chairman

\_\_\_\_\_  
Letizia Colon, Co-Chairman

\_\_\_\_\_  
AmyMarie Vizzo-Paniccia

\_\_\_\_\_  
Daniel Martinez

\_\_\_\_\_  
Howard Austin

\_\_\_\_\_  
Andre F. Baker, Jr.

\_\_\_\_\_  
Susan T. Brannelly

**Exhibit A**

<b><u>Project Description</u></b>	<b><u>Pending Authorization</u></b>
<i>Board of Education</i>	
Parent Center Renovations	<u>\$650,000</u>
<b>TOTAL</b>	<b>\$650,000</b>

**\*176-07  
Consent Calendar**

Approval of the De-Authorization of Projects Approved  
for Bonding Authority (\$16,358,998)

**Report  
of  
Committee  
on**

**Budget & Appropriations**

**Submitted: September 15, 2008**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_



City Clerk

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

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

**\*176-07 Consent Calendar**

## **APPROVAL OF THE DE-AUTHORIZATION OF PROJECTS PREVIOUSLY APPROVED FOR BONDING AUTHORITY**

**WHEREAS**, pursuant to certain resolutions adopted by the City Council of the City of Bridgeport (the "City"), the City authorized the issuance of its general obligation bonds, the funds of which would be expended to finance certain capital projects including, but not limited to, those projects listed on Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, the City Council of the City has determined it to be in the best interest of the City to effect a de-authorization of the allocated bonding authority granted to those certain capital projects listed on Exhibit A (the "De-Authorized Projects") in the amount of \$16,358,998; and now therefore be it

**RESOLVED**, that having received the recommendation of the Mayor with respect to the action authorized herein, the City Council hereby authorizes the reduction of bonding authority for the De-Authorized Projects listed on Exhibit A attached hereto and made a part hereof in the amount of \$16,358,998; and be it further

**RESOLVED**, that the City's 2009-2013 Capital Plan, as adopted by the City Council of the City on May 22, 2008 is hereby amended by deleting therefrom the De-Authorized Projects as set forth in Exhibit A.



Report of Committee on Budget and Appropriations

-2-

**\*176-07 Consent Calendar**

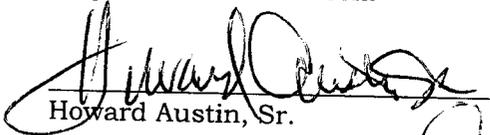
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS

\_\_\_\_\_  
Robert P. Curwen, Co-Chairman

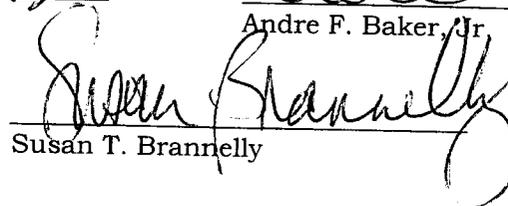
  
\_\_\_\_\_  
Leticia Colon, Co-Chairman

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AmyMarie Vizzo-Paniccia

  
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Daniel Martinez

  
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Howard Austin, Sr.

  
\_\_\_\_\_  
Andre F. Baker, Jr.

  
\_\_\_\_\_  
Susan T. Brannelly

Date Council: September 15, 2008

**Project Description**

**2009 Capital Plan De-Authorization**

<i>Grades 4 through 6 Technology Replacement Upgrades</i>	913,000
<i>Kindergarten Computers for Classrooms</i>	453,000
<i>Lap Tops - 7th &amp; 8th Grades</i>	300,000
<i>Bassick World Language Computer Lab</i>	242,500
<i>Administrative Computers &amp; Printers</i>	229,402
<i>Music Technology Lab - Elementary</i>	225,000
<i>Computers for School Psychologists</i>	71,339
<i>Computers for Special Education Planning &amp; Placement Team</i>	60,000
<i>H.S. English Dept. Computers/Printers</i>	56,000
<i>Computers for Social Workers</i>	54,000
<b><i>Technology Total</i></b>	<b>2,604,241</b>
<i>District-Wide Computer/Technology Upgrades</i>	390,000
<i>Special Education Busses</i>	305,000
<i>Classroom Furniture</i>	230,000
<i>Facilities Repairs and Upgrades - Beardsley and Columbus</i>	100,00
<i>Nutrition Center Hood and Ventilation System Upgrade</i>	100,000
<i>Bryant Park / Recreation Area</i>	75,000
<b><i>Older Items</i></b>	<b><u>1,200,000</u></b>
<b><i>SUB-TOTAL</i></b>	<b>\$16,358,998</b>

**\*177-07  
Consent Calendar**

Approval of General Obligation Bonds to Fund Certain  
Capital Improvement Project - the 7/11 Firehouse  
Rehabilitation Project (\$47,404)

**Report  
of  
Committee  
on**

**Budget & Appropriations**

**Submitted: September 15, 2008**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_



City Clerk

Approved \_\_\_\_\_

Mayor



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

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

**\*177-07 Consent Calendar**

## **APPROVAL OF GENERAL OBLIGATION BONDS - To Fund Certain Capital Improvement Project**

**WHEREAS**, the City Council of the City of Bridgeport (the "City") has previously added and approved capital plan authorizations in the amount of \$2,000,000 for the 7/11 Firehouse rehabilitation project (the "7/11 Firehouse Rehabilitation Project"); and

**WHEREAS**, the Charter of the City requires that authorization to borrow against said capital plan authorizations be approved by the City Council; and

**WHEREAS**, the City Council has previously approved borrowing authorizations for the 7/11 Firehouse Rehabilitation Project in the amount of \$500,000; and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to approve additional borrowing authorization for the 7/11 Firehouse Rehabilitation Project in the amount of \$47,404 as more particularly listed on Exhibit A attached hereto; and now therefore, be it

**RESOLVED**, That having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves and ratifies the appropriation and expenditure of the amounts necessary to: (i) fund the 7/11 Firehouse Rehabilitation Project in an additional principal amount not to exceed \$47,404 and the issuance of general obligation bonds secured by the City's full faith and credit (the "Bonds"), in a principal amount not to exceed \$47,404 (exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the 7/11 Firehouse Rehabilitation Project; and (ii) finance such additional costs and expenses, in an amount not to exceed ten percent (10%) of such authorization, as the Mayor, the Finance Director, and the Treasurer (collectively, the "Officials") shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and be it further



## Report of Committee on Budget and Appropriations

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\*177-07 Consent Calendar

**RESOLVED**, The Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes and to issue temporary notes of the City in anticipation of the receipt of proceeds from the sale of the Bonds to be issued pursuant to this resolution and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by statute; notes evidencing such borrowings shall be executed in the same manner as if they were bonds and the officials shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Connecticut General Statutes and shall have all powers and authority as in connection with the issuance of bonds; and be it further

**RESOLVED**, That the City Council authorizes and approves that the Bonds be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed necessary or appropriate by the Officials and in the City's best interest, hereby authorizes the Officials: (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut General Statutes, on such terms as the Officials deem necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Bonds or which are contemplated by law; and be it further

**RESOLVED**, That the Officials, if they determine it to be advisable, necessary or appropriate, hereby are authorized, on behalf of the City, to enter into an indenture of trust and/or a supplemental indenture of trust to the City's existing indenture (collectively, the "Indenture") with a bank or trust company located within or without the State of Connecticut (the "Trustee"), and to covenant: (i) if the Bonds are issued pursuant to such Indenture that all or a portion of the City's property taxes shall be paid to the Trustee and be held in trust for the benefit of the holders of the Bonds as provided in Chapter 117 and other Chapters of the Connecticut General Statutes, and (ii) the terms on which any payments or reserves securing the payment of the Bonds will be paid, and the terms of any reserve or other fund for the benefit of the holders of the Bonds; and, in any event, to amend or supplement the Indenture containing such terms and conditions as the Officials shall determine to be necessary or advisable and in the best interest of the City, the execution thereof to be conclusive evidence of such determination; and be it further



## Report of Committee on Budget and Appropriations

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\*177-07 Consent Calendar

**RESOLVED**, That the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Bonds on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Bonds; and be it further

**RESOLVED**, That the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Bonds, including the terms of any reserve that might be established as authorized herein, whether any of the Bonds issued will be issued as taxable bonds and whether the Bonds will be issued in one or more series on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Bonds; and be it further

**RESOLVED**, That the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and other agreements for the purpose of managing the interest rate fluctuations and risks and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the issuance of the Bonds and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and be it further

**RESOLVED**, That the Bonds shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such Officials of the City affixed to the Bonds may be by facsimiles of such signatures printed on the Bonds, and each of such Officials and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions; and be it further



Report of Committee on Budget and Appropriations

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\*177-07 Consent Calendar

**RESOLVED**, That the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to allocate any unused bond proceeds, consistent with the applicable tax and other laws, as deemed to be necessary or advisable and in the best interests of the City by the Officials; and be it further

**RESOLVED**, That the Officials are hereby authorized to apply for, accept and expend any available State or Federal grant in aid of the financing of the 7/11 Firehouse Rehabilitation Project, to take all action necessary or proper in connection therewith, and all such action previously taken in connection with any such grants or other funds is hereby ratified.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS

\_\_\_\_\_  
Robert P. Curwen, Co-Chairman

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Leticia Colon, Co-Chairman

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AmyMarie Vizzo-Paniccia

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Daniel Martinez

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Howard Austin, Sr.

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Andre F. Baker, Jr.

\_\_\_\_\_  
Susan T. Brannelly

Date Council: September 15, 2008

**Exhibit A**

<b><u>Project Description</u></b>	<b><u>Pending Authorization</u></b>
<i>Fire Department</i>	
7/11 Firehouse Rehab	<u>\$47,404</u>
<b>TOTAL</b>	<b>\$47,404</b>

**\*158-07 Consent Calendar**

Memorandum of Agreement ("MOA") with the State of CT, Department of Emergency Management as Homeland Security ("DEMHS") regarding A Mass Casualty Decontamination Trailer #6.

**Report  
of  
Committee  
on**

**Public Safety and Transportation**

**Submitted: September 15, 2008**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved \_\_\_\_\_

Mayor



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

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

## **\*158-07 Consent Calendar**

**Resolved**, that Bill Finch, Mayor of the City of Bridgeport, be and hereby is authorized to sign the agreement entitled:

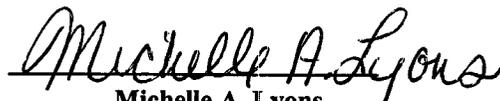
“Memorandum of Agreement (“MOA”) with the State of Connecticut, Department of Emergency Management and Homeland Security (“DEMHS”) and the City of Bridgeport, regarding A Mass Casualty Decontamination Trailer #6” and all other document and agreements necessary to complete the project.

Respectfully submitted,

### **THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION**

  
\_\_\_\_\_  
Maria I. Valle

Co-Chair

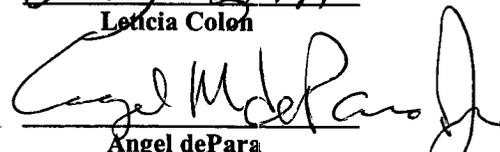
  
\_\_\_\_\_  
Michelle A. Lyons

Co-Chair

  
\_\_\_\_\_  
Richard Bonney

  
\_\_\_\_\_  
Leticia Colon

  
\_\_\_\_\_  
Howard Austin, Sr.

  
\_\_\_\_\_  
Angel dePara

  
\_\_\_\_\_  
Andre F. Baker, Jr.



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

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

## **\*158-07 Consent Calendar**

**Resolved**, that Bill Finch, Mayor of the City of Bridgeport, be and hereby is authorized to sign the agreement entitled:

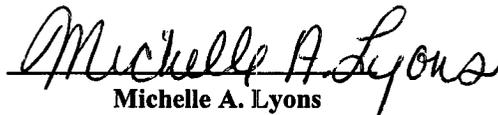
“Memorandum of Agreement (“MOA”) with the State of Connecticut, Department of Emergency Management and Homeland Security (“DEMHS”) and the City of Bridgeport, regarding A Mass Casualty Decontamination Trailer #6” and all other document and agreements necessary to complete the project.

Respectfully submitted,

### **THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION**

  
\_\_\_\_\_  
Maria I. Valle

Co-Chair

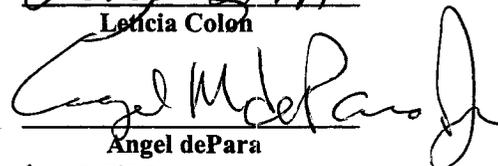
  
\_\_\_\_\_  
Michelle A. Lyons

Co-Chair

  
\_\_\_\_\_  
Richard Bonney

  
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Leticia Colon

  
\_\_\_\_\_  
Howard Austin, Sr.

  
\_\_\_\_\_  
Angel dePara

  
\_\_\_\_\_  
Andre F. Baker, Jr.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE STATE OF CONNECTICUT,  
DEPARTMENT OF EMERGENCY MANAGEMENT & HOMELAND SECURITY  
AND  
THE CITY OF BRIDGEPORT,  
REGARDING  
MASS CASUALTY DECONTAMINATION TRAILER #6  
May 2008**

WHEREAS, the Department of Emergency Management and Homeland Security (DEMHS) is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time;

WHEREAS, the City of Bridgeport ("Town") has agreed to operate as the custodial owner of a mass casualty decontamination trailer ("Trailer") on behalf of the Town, the region, and if necessary, the State;

WHEREAS, DEMHS, pursuant to the authority provided under Connecticut General Statutes sections 4-8 and Title 28, is willing to provide for certain repairs to the Trailer in a good faith effort to restore the Trailer to operating condition;

THEREFORE, DEMHS and the City of Bridgeport, enter into this Memorandum of Agreement ("MOA") to respond effectively to emergency incidents involving decontamination by establishing the terms, conditions, and responsibilities among the parties for ownership, management, repair, maintenance, and deployment of the Trailer.

**1. PARTIES**

The parties to this MOA are DEMHS and the City of Bridgeport.

**2. DEFINITIONS**

As used in this MOA:

The term "authorized training" means training that is authorized by DEMHS.

The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the Trailer and its contents, subject to possible redeployment under the terms outlined in Paragraph 7 below.

### 3. AUTHORITY TO ENTER INTO MOA

This agreement is made under the authority granted to DEMHS under Title 28 of the Connecticut General Statutes, and Connecticut General Statute §4-8. The persons executing this MOA on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions.

### 4. RESPONSIBILITY OF DEMHS

In its role as SAA, DEMHS will make a one-time good faith effort to return the Trailer to operating condition by providing certain repairs to the Trailer. Such repairs may include replacement or repair of: battery conditioner; wheel bearings; water heaters; air conditioners; winch motor; canopy, including latches; internal curtain hangings. Under the terms of this MOA, DEMHS will not provide cosmetic repairs such as re-painting or wire brushing the exterior of the Trailer; nor will DEMHS provide for routine maintenance items such as, but not limited to, light bulb or battery replacement; nor will DEMHS provide repairs of cracked boilers, burst pipes or other damage resulting from improper storage of the Trailer.

### 5. RESPONSIBILITIES OF CUSTODIAL OWNER / CITY OF BRIDGEPORT

The Town understands that it is the Custodial Owner, on behalf of itself and the Region, of the Trailer. As Custodial Owner, the Town agrees:

- a. To safeguard the Trailer in a secure location, where it will not be exposed to rain or other unfavorable weather conditions;
- b. To provide the Trailer in a timely manner, in working order, and with appropriate staffing when deployment is requested through the Statewide Decontamination Trailer Dispatch Center (as described in the State of Connecticut Mass Decontamination and Mobilization Plan) under the terms of this MOA, under a mutual aid agreement approved by DEMHS, under mutual aid legislation, or at any time by the State of Connecticut;
- c. To maintain records of the use of the Trailer, including deployment for an actual incident or for authorized training;
- d. To maintain an inventory of the assets of the Trailer, including a unique tagging system (including the DEMHS logo) so that the Trailer and its contents can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DEMHS as requested.

- e. To maintain all necessary insurance regarding the Trailer and its use;
- f. To cooperate with any state or federal audit of the Trailer and/or its use;
- g. To abide by the bylaws and procedures established under the State of Connecticut Mass Decontamination Guide and Mobilization Plan;
- h. That the State, including DEMHS, does not guarantee any further funding for or provision of repairs to the Trailer beyond the terms of this MOA, and that any expenses incurred in excess of the amount paid by DEMHS under this MOA before or after the effective dates of this MOA shall be the exclusive responsibility of the Town;
- i. That all maintenance and operations of the Trailer by the Town shall conform to the manufacturer's recommendations. The Town shall maintain trained personnel available to transport and supervise the operation of the Trailer. All personnel or agents of the Town performing any maintenance or repair services in connection with the vehicle shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services;
- j. That any work performed under this MOA was not subject to a municipal budgetary allocation of funds and that receipt of the work does not supplant funds that have been appropriated for the same purpose.

## 6. ASSIGNMENT OF ASSETS

If the Town does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DEMHS may redirect the asset(s) to a different town within the Region.

## 7. COSTS ASSOCIATED WITH DEPLOYMENT IN THE EVENT OF AN INCIDENT

In accordance with Connecticut General Statutes §22a-452, or any other relevant state, federal or local law, the costs associated with deployment of hazmat assets in connection with a hazardous materials incident will be billed to the entity or entities responsible for the spill. Any money collected from such an entity or from any other source, will be applied to offset the costs of the deployment. The Town as Custodial Owner will keep detailed records of the costs incurred and will provide a copy of those records to its region's HazMat Response Team. To the extent possible, the costs incurred by the Town and the responding members of the HazMat Response Team will be reimbursed on a

pro-rated basis from any funds received by the Town, the HazMat Response Team or its members. Any such funds will be collected by the HazMat Response Team and then distributed on a pro-rated basis.

## 8. LIABILITY

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for payment under the terms of this MOA until the Town is notified by DEMHS that the MOA has been approved by all appropriate state agencies.

## 9. AUDITS

The Town must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut General Statutes §7-396a and the State Single Audit Act §§4-230 through 236 inclusive, and regulations promulgated thereunder. The Town agrees that all fiscal records pertaining to the Trailer shall be maintained for a period of not less than three years from the date of any expenditure related to the Trailer. Such records will be made available to the state and/or federal auditors upon request.

## 10. EFFECTIVE DATE, AMENDMENT AND TERMINATION

This agreement shall be effective when all parties have executed it and all required approvals have been granted. This agreement may be modified upon the mutual written consent of the parties. Either party may terminate its involvement with this agreement upon sixty days' written notice to the other parties. DEMHS reserves the right to cancel the funding under this MOA without prior written notice when the funding is no longer available.

## 12. SETTLEMENT OF DISPUTES

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Paragraph 7 shall be resolved by DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the state arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order.

The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

#### 16. NON-DISCRIMINATION CLAUSE

In accordance with Public Act 88-351, the TOWN agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by 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 Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" 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.

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this section, "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.

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or

persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town 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. The Town 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, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town'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.

The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town 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 non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town 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.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

#### 17. NON-DISCRIMINATION ON THE GROUNDS OF SEXUAL ORIENTATION

- (1) The Town agrees warrants that in the performance of the contract such Town 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 of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
- (2) The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (3) The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;

- (4) The Town 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 Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
- (5) The Town shall include the provisions of paragraph (1) of this addendum 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 subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town 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.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the dates written below:

**THE DEPARTMENT OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
James M. Thomas,  
Commissioner of Emergency Management & Homeland Security  
Duly Authorized

**THE CITY OF BRIDGEPORT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Chief Executive Officer  
Duly Authorized

**\*104-07 Consent Calendar**

Resolution requiring the bond counsel contract to be approved by City Council.

**Report  
of  
Committee  
on  
Contracts**

**Submitted: September 15, 2008**

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:

## **\*104-07 Consent Calendar**

**WHEREAS**, the City of Bridgeport has issued an RFP for Bond Counsel for the City of Bridgeport; and

**WHEREAS**, the RFP lists the members of the selection committee thereby acknowledging that the city attorney does not have the sole power to appoint counsel for this position; and

**WHEREAS**, the contract is advertised to be three years with two one year renewals, thereby committing the city to a serious length of time and taxpayer dollars in the procurement of these services; and

**WHEREAS**, the city council has expressed its commitment to minority contracting by passage of the Minority Contracting Ordinance; and

**WHEREAS**, minority firms have been historically excluded from this contract due to limited access to this field of law and may have been deliberately or unintentionally excluded from this bid process by the city's requirement that respondents "must be listed in the latest edition of the Bond Buyer's Directory of Municipal Bond Dealers of the United States," Now, therefore be it

**RESOLVED**, that the Contracts Committee of the City Council must review and approve the contract for Bond Counsel.

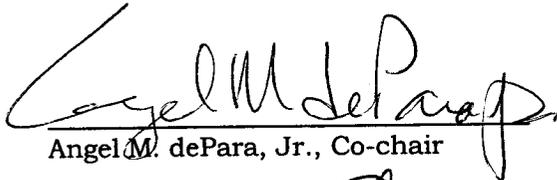


Report of Committee on Contracts Committee

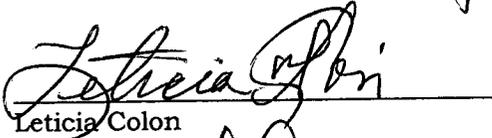
-2-

\*104-07 Consent Calendar

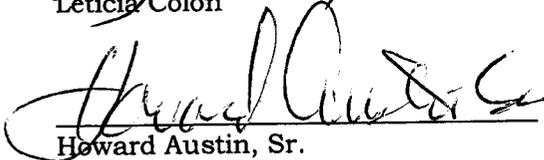
**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**



Angel M. dePara, Jr., Co-chair



Leticia Colon

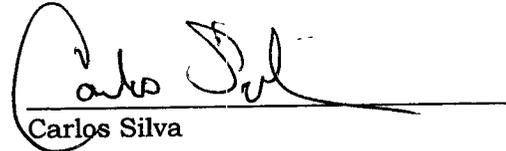


Howard Austin, Sr.

Robert P. Curwen, Sr., Co-chair



Brian C. Crowe



Carlos Silva

James Holloway

Council Date: September 15, 2008

**\*160-07 Consent Calendar**

Lease Agreement with the State of Connecticut,  
Department of Transportation at I-95 and Southerly  
Street Line of Stratford Avenue for Public Parking.

**Report  
of  
Committee  
on  
Contracts**

**Submitted: September 15, 2008**

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:

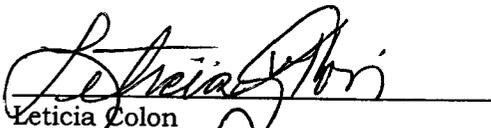
## **\*160-07 Consent Calendar**

**RESOLVED**, That the attached Lease Agreement between the City of Bridgeport and the State of Connecticut, Department of Transportation for Public Parking at Interstate Route No. 95 and Southerly Street Line of Stratford Avenue, be and it hereby is, in all respects, approved, ratified and confirmed.

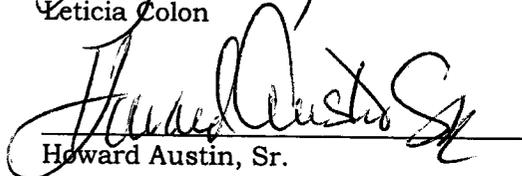
**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

  
Angel M. dePara, Jr., Co-chair

\_\_\_\_\_  
Robert P. Curwen, Sr., Co-chair

  
Leticia Colon

  
Brian C. Crowe

  
Howard Austin, Sr.

  
Carlos Silva

\_\_\_\_\_  
James Holloway

Agreement No. \_\_\_\_\_

LEASE AGREEMENT  
BETWEEN  
STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION  
AND  
THE CITY OF BRIDGEPORT  
INTERSTATE ROUTE NO. 95  
TOWN OF BRIDGEPORT  
FILE NO. 15-31-423G  
FEDERAL-AID PROJECT NO. N/A

THIS LEASE AGREEMENT ("Agreement"), concluded at Newington, Connecticut, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the State of Connecticut, Department of Transportation ("State"), Joseph F. Marie, Commissioner, acting herein by Michael W. Lonergan, P.E., Acting Chief Engineer, Bureau of Engineering and Highway Operations, duly authorized, and the City of Bridgeport, ("Second Party"), with a mailing address of City Hall Annex, 999 Broad Street, Bridgeport, Connecticut, 06604, acting herein by Bill Finch, its Mayor, hereunto duly authorized.

WITNESSETH: THAT,

WHEREAS, the Second Party has requested the use of certain land, hereinafter described, for motor vehicle parking purposes, and

WHEREAS, the State has the authority pursuant to Section 13a-80a of the Connecticut General Statutes, as revised, to enter into this Agreement with the advice and consent of the Secretary, Office of Policy and Management of the State of Connecticut.

NOW, THEREFORE, KNOW YE:

The State does hereby lease to the Second Party, subject to all stipulations, restrictions, specifications and covenants herein contained, that land ("Premises") situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, beneath Interstate Route No. 95, with appurtenances thereon, if any, containing 10,300 square feet, more or less, as shown on a map attached hereto, entitled: LEASE SKETCH, SKETCH SHOWING LAND LEASED TO CITY OF BRIDGEPORT BY THE STATE OF CONNECTICUT, STRATFORD AVENUE, SCALE 1" = 40', APRIL 12, 2007." TOWN NO. 15, PROJECT NO. 15-31, SERIAL NO. 423G, SHEET 1 OF 1.

All rights of ingress and egress are specifically denied, directly to and from Interstate Route No. 95, from and to the Premises.

1. The sole purpose of this Agreement is to allow the Second Party to use and maintain the Premises for **motor vehicle + parking purposes, only**.

2. The term of this Agreement is for a **five (5) year period of time commencing August 1, 2008, to and including July 31, 2013**.

3. There shall be **no monetary consideration** for the lease of the Premises, if it remains free to the public.

4. The Second Party shall have the **right to renew this Agreement for two (2) additional five (5) year periods of time**, subject to a review and update of the rental fee, by giving the State official notice, as the same is hereinafter defined.

5. This Agreement may be terminated at any time by either party hereto by giving the other party thirty (30) days official notice, as the same is hereinafter defined, and upon expiration of said notice period, this Agreement shall be null and void and all rights of the Second Party herein shall end and terminate.

6. It is mutually understood and agreed by the parties hereto that when pages -1- thru and including -4- hereof are duly recorded in the land records of the town(s) in which the Premises exist, the said pages are and shall continue to function as a Notice of Lease pursuant to Section 47-19 of the Connecticut General Statutes, as revised.

7. It is mutually understood and agreed by the parties hereto that this Agreement is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in the "Standard Highway Lease Specifications & Covenants, Connecticut Department of Transportation", dated May 6, 2008 ("Specifications"), which is hereby made an integral part of this Agreement by reference thereto and which shall have full force and effect as if the same was incorporated herein, it being understood and agreed by the parties hereto that the Specifications is and shall remain on file in the offices of the State and of the Second Party identified on page -1- hereof.

8. If any improvements are planned to be made to the Premises, the Second Party must obtain an Encroachment Permit in accordance with Item 20 of the Specifications. The Second Party must contact the Special Service Section Chief of the State's District III Maintenance Office, at 203-389-3013 to apply for this permit.

9. The Second Party agrees that the area will be used solely for the purpose of vehicular parking. The State reserves the right to require the Second Party to make modification to the premises, at any time, at no cost to the state, to protect the public roadways and ensure the safety of the traveling public. A reasonable amount of time will be provided to make appropriate modifications. Failure to make modifications in the time determined will result in immediate termination of the Agreement.

10. The storage of any hazardous or flammable material on the premises is strictly prohibited. Violation of this section will result in the immediate termination of the Agreement.

11. The Second Party agrees that they will be responsible to repair and any damages to the highway facility caused by their use thereof, such repair or replacement to be made within a reasonable time after written notice has been given to the Second Party by the State, or in lieu thereof, at the election of State, compensation may be paid to the State for the necessary expense for said repairs. Second Party shall carry adequate insurance to cover its obligation under this section. It is understood and agreed to by all the parties herein, that the Second Party shall not be granted the use of the Premises referred to herein and the terms of this Agreement will not be in effect until the Second Party has submitted evidence that it has public liability insurance and said insurance has been approved by the State.

12. The Second Party shall save the State and its authorized representatives harmless from any and all costs, liabilities, expenses, damages, suits, judgments and claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement, or subcontracts entered into in connection therewith, or the maintenance of the herein described improvement.

13. The Second Party agrees the State reserves the right for itself, its agents and representatives, and the Federal Highway Administration to enter upon said premises at any time to construct, inspect and maintain the right of way or for any other highway purpose in a manner calculated so as not to unreasonably interfere with the Second Party's use of the Premises. If the State anticipates that activities under this section may require the disruption of normal operation of the licensed premises, the State shall notify the Second Party, in writing, of the need for such activities and the expected period of disruption.

14. The Second Party agrees that no permanent structure will be built on said right of way, but State agrees that the **Second Party may make such temporary improvements, including paved parking, lights and drainage, as are necessary in order that the said premises may be used for the purposes hereinbefore stated** subject to approval by the State prior to any construction activities. Second Party further agrees that the areas provided will be functional and orderly, that any screening measures deemed necessary to improve the appearance of the areas will be provided along with proper maintenance of said right of way to insure a pleasing appearance.

Agreement No. \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
Joseph F. Marie, Commissioner

\_\_\_\_\_  
Name:

By \_\_\_\_\_ (Seal)

Michael W. Loneragan, P.E.

Acting Chief Engineer

Bureau of Engineering and

Highway Operations

\_\_\_\_\_  
Name:

Date: \_\_\_\_\_

STATE OF CONNECTICUT)

SS: Newington

\_\_\_\_\_ A.D., 200

COUNTY OF HARTFORD )

\_\_\_\_\_ Date

Personally appeared for the State, Michael W. Loneragan, P.E., Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation and his free act and deed as Acting Chief Engineer, Bureau of Engineering and Highway Operations, before me.

My Commission Expires:

\_\_\_\_\_  
Notary Public

WITNESSES:

SECOND PARTY  
CITY OF BRIDGEPORT

\_\_\_\_\_  
Name:

By \_\_\_\_\_ (Seal)

Bill Finch

Mayor

\_\_\_\_\_  
Name:

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) SS: \_\_\_\_\_

\_\_\_\_\_ A.D., 200

COUNTY OF \_\_\_\_\_ )

City/Town

\_\_\_\_\_ Date

Personally appeared for the Second Party, Bill Finch, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the City of Bridgeport, and his free act and deed as Mayor, before me.

My Commission Expires:

\_\_\_\_\_  
Notary Public

Agreement No. \_\_\_\_\_

This Agreement is made with the advice and consent of the undersigned in conformance with Section 13a-80a of the Connecticut General Statutes, as revised.

\_\_\_\_\_  
Secretary  
Office of Policy & Management  
State of Connecticut

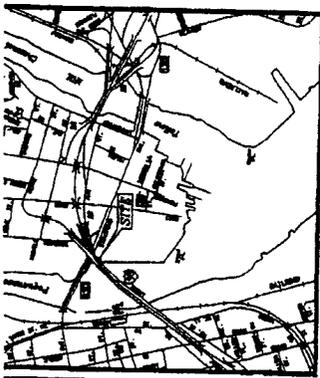
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Attorney General  
State of Connecticut

Date: \_\_\_\_\_





LOCATION MAP  
NOT TO SCALE

**GENERAL NOTES**

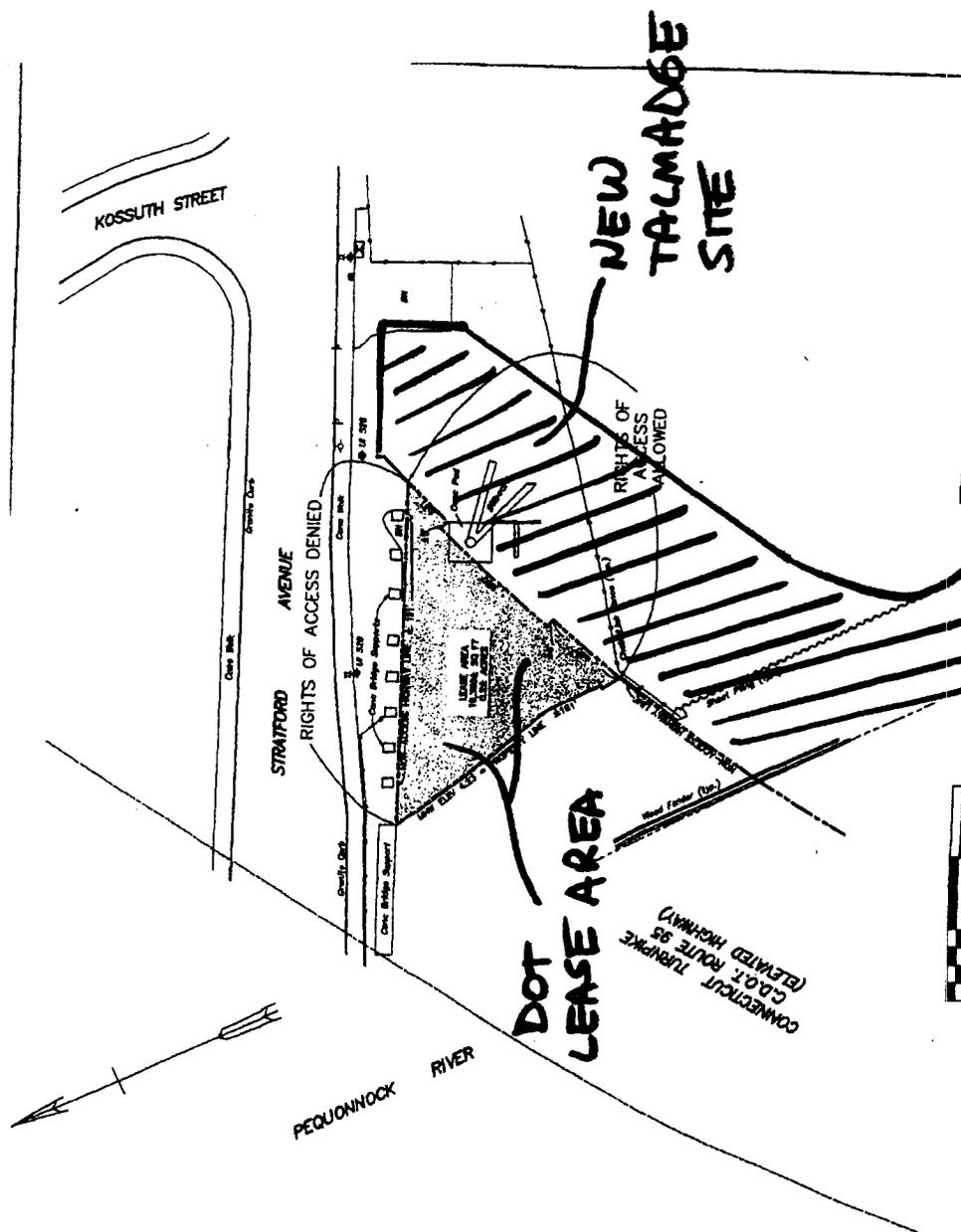
1. THIS PLAN COMPLIES TO MINORITIAL ACCURACY CLASS 0.
2. REFERENCE IS MADE TO THE FOLLOWING MAPS:
  - A) CONNECTICUT DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS, SHEET OF 2011 MAP, TOWN OF BRIDGEPORT, CONNECTICUT, 1987, AS SHOWN ON THE PLANS.
  - B) "UNIVERSITY/INDUSTRIAL BANKING, STEEL POINT, STRATFORD, CONNECTICUT, 1987, AS SHOWN ON THE PLANS.
  - C) "UNIVERSITY/INDUSTRIAL BANKING, STEEL POINT, STRATFORD, CONNECTICUT, 1987, AS SHOWN ON THE PLANS.

TO MY KNOWLEDGE AND BELIEF THIS PLAN IS SUBSTANTIALLY CORRECT AS SHOWN HEREON.

STANLEY A. COLLEMAN      LS 0003      DATE  
 CIVIL ENGINEER      LS 0003      04/12/07

NO CONTRACTOR IS TO BE RESPONSIBLE FOR THE CORRECTNESS OF THE INFORMATION AND DATA FURNISHED BY THE CLIENT, UNLESS OTHERWISE INDICATED ON THE PLANS.

**Clarence Blair Associates, Inc.**  
 Civil Engineers & Land Surveyors  
 85 Willow Street  
 New Haven, CT 06511  
 (203) 495-9950  
 Fax (203) 495-9951



LEASE SKETCH

SKETCH SHOWING LAND LEASED TO  
 CITY OF BRIDGEPORT  
 BY  
 THE STATE OF CONNECTICUT  
 STRATFORD AVENUE

SCALE 1"=40'      APRIL 12, 2007

TOWN NO.	15
SERIAL NO.	1531
SHEET	1 OF 1
DRAFTED	04/12/07
CHECKED	04/12/07
DATE	04/12/07
CAD FILE	153102001

DATE	REVISION	REV. BY



185-07

*Referrals:*

# COMMUNICATION

**FROM:** Scott T. Appleby, Director  
Office of Emergency Management  
& Homeland Security

**Re:** A Memorandum of Understanding ("MOU") with the State of Connecticut,  
Department of Emergency Management & Homeland Security ("DEMHS")  
regarding the EMPG Grant.

Changed to IMMEDIATE CONSIDERATION FROM THE FLOOR.

**REFERRED TO:** ~~Public Safety & Transportation Committee~~

**CITY COUNCIL:** September 15, 2008

**ADOPTED:** \_\_\_\_\_

**ATTEST:**  \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

\_\_\_\_\_  
Mayor



Mayor Bill Finch

*City of Bridgeport*  
**OFFICE OF EMERGENCY MANAGEMENT  
& HOMELAND SECURITY**

30 Congress Street, 4<sup>th</sup> Floor  
Bridgeport, Connecticut 06604  
Telephone (203) 576-8376  
Fax (203) 334-7082



Scott T. Appleby  
Director  
LEPC Chairperson

September 15, 2008

To: City of Bridgeport City Council

From: Scott T. Appleby, Director  
Office of Emergency Management &  
Homeland Security/LEPC  
City of Bridgeport

**Subject: Immediate Consideration for A Memorandum of Understanding between the Connecticut Department of Emergency Management & Homeland Security and City of Bridgeport regarding the EMPG Grant**

---

First, let me apologize for the immediate consideration of this item. The reason for the immediate consideration is due to the City of Bridgeport Office of Emergency Management & Homeland Security receiving the EMPG application on August 28, 2009 from the State of Connecticut. The application needs a signed resolution, Mayor's signature and full submittal by **September 30, 2009**. Usually we receive this application at the end of July beginning of August but it was a late arrival, and from what I gather it was based the indecisiveness of the grant allocation to the State from the US Homeland Security.

The resolution needed for this application authorizes Mayor Finch to act on behalf of the City of Bridgeport in executing a Memorandum of Understanding with the State of CT Department of Emergency Management & Homeland Security (DEMHS) for participation in the **FY 2009 Emergency Management Performance Grant (EMPG) program.**

Attached are the original documents I had submitted to the City Clerk for placement on the agenda and to assist you with the justification for the resolution.

If there are any questions, I will be more than happy to answer them in the near future. Please feel free to contact me at 576-8376 (office) or 257-5981 (cellular) at any time.

Best Regards-

Scott T. Appleby, Director  
Office of Emergency Management &  
Homeland Security/LEPC  
City of Bridgeport

RECEIVED  
CITY CLERKS OFFICE  
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CITY CLERK



*City of Bridgeport*  
**OFFICE OF EMERGENCY MANAGEMENT  
& HOMELAND SECURITY**

30 Congress Street, 4<sup>th</sup> Floor  
Bridgeport, Connecticut 06604  
Telephone (203) 576-8376  
Fax (203) 334-7082



Mayor Bill Finch

RECEIVED  
CITY CLERKS OFFICE  
SEP - 3 PM 2:04  
CITY CLERK  
Scott T. Appleby  
Director  
LEPC Chairperson

September 3, 2008

To: City of Bridgeport City Council

From: Scott T. Appleby, Director  
Office of Emergency Management &  
Homeland Security/LEPC  
City of Bridgeport

**Subject: A Memorandum of Understanding between the Connecticut Department of  
Emergency Management & Homeland Security and City of Bridgeport  
regarding the EMPG Grant**

Attached is a copy of a template resolution authorizing Mayor Finch to act on behalf of the City of Bridgeport in executing a Memorandum of Understanding with the State of CT Department of Emergency Management & Homeland Security (DEMHS) for participation in the **FY 2009 Emergency Management Performance Grant (EMPG) program.**

The EMPG program is performance oriented and requires participating jurisdictions to demonstrate a commitment to building and improving the ability to respond to all-hazard emergencies and coordinating a multi agency emergency response. It will reimburse up to 50% of eligible costs associated with creating and maintaining a comprehensive all hazard Emergency Management program.

If there are any questions, I will be more than happy to answer them in the near future. Please feel free to contact me at 576-8376 (office) or 257-5981 (cellular) at any time.

Best Regards-

Scott T. Appleby, Director  
Office of Emergency Management &  
Homeland Security/LEPC  
City of Bridgeport

**Emergency Management Performance Grant  
ANNUAL APPLICATION PACKAGE**

Page	Contents
1	Revisions to State Statutes That Significantly Affect the EMPG in FY 2008
2	Contents of Application Package
3	Instructions to Applicants
4	Advisory Bulletin 60-1 <span style="float: right;">Review bulletin prior to filling out package.</span>
-----Mandatory Forms Required in Application-----	
8	<input checked="" type="checkbox"/> Acceptance of Conditions <span style="float: right;">Required</span>
9	<input checked="" type="checkbox"/> Municipal Resolution <span style="float: right;">Required</span>
11	<input checked="" type="checkbox"/> Budget for FFY 2009 <span style="float: right;">Required</span>
12	<input checked="" type="checkbox"/> Federal Assurances <span style="float: right;">Required</span>
20	<input checked="" type="checkbox"/> Master Staffing Pattern <span style="float: right;">Required</span>
21	<input checked="" type="checkbox"/> Loyalty Oath - Advisory <span style="float: right;">Required - Must be taken annually by all</span> Bulletin 2007-4 <span style="float: right;">employees receiving funding from the EMPG</span>
-----Other Program Forms (Use When Necessary)-----	
23	<input type="checkbox"/> Local Expenditures form 85-21 <span style="float: right;">Required each quarter for reimbursement</span>
24	<input type="checkbox"/> EMD Job Description <span style="float: right;">Optional – Only Required if EMD is new to his/her position.</span>
26	<input type="checkbox"/> Deputy EMD Job Description <span style="float: right;">Optional – Only required if Deputy EMD is new to his/her position.</span>
28	<input type="checkbox"/> Support Staff Job Description <span style="float: right;">Optional – Only required if support staff are new to his/her positions.</span>
30	<input type="checkbox"/> Computer / Internet Stipend <span style="float: right;">Optional – For towns that do not have computer and internet connectivity in their EOC.</span>
31	<input type="checkbox"/> EOC Equipment, Training & Exercise Program <span style="float: right;">Nomination by Regional Coordinator – For towns that already meet all basic program requirements and wish to enhance their EOC’s</span>
-----Program Guidance Documents-----	
36	Considerations in Establishing an EOC
41	Frequently Asked Questions Animal Evacuation Guidance <span style="float: right;">DEMHS guidance is Available at <a href="http://www.ct.gov/demhs">http://www.ct.gov/demhs</a> under “Plans”</span>

Please return completed package to the Regional Coordinator:  
Robert Kenny, Region V Coordinator  
CSP Troop L – 452 D Bantam Road, Litchfield, CT 06759

**Instructions to Applicants**

1. Please read Advisory Bulletin 60-1 first since new programs have been added.
2. Prepare a municipal resolution authorizing you to sign the acceptance of conditions.
3. Fill in the budget forms (please note that limited in-kind services are allowed)
4. On the Federal Assurances, check off parts I and III and sign the Federal Assurances.
5. Complete the master staffing pattern.
6. When submitting your quarterly reimbursement requests, please use form 85-21 on page 22.
7. Also, please review the remaining list of enclosed forms to determine if any of these forms are required for your application (e.g. if your community has hired a new Emergency Management Director, a new job description must be filled out and signed by the EMD and Chief Executive).

Once all of the necessary forms are filled out and signed, you can complete the application by signing and dating the Acceptance of Conditions page.

To: Emergency Management Program Grant (EMPG) Supported Local Directors

Subject: Allowable Emergency Management Performance Grant Payments to Towns and Cities

1. Purpose: The purpose of this Advisory Bulletin is to establish a uniform policy for the Emergency Management Performance Grant (EMPG) payments to towns. Each town's annual budget submission will be reviewed for compliance with this bulletin and references. Items not in compliance will be deleted. The State and Local Assistance Program (SLA) is funded by the Emergency Management Performance Grant (EMPG). The Department of Emergency Management and Homeland Security is the State Administrative Agency (SAA) for the EMPG; therefore, the Commissioner of DEMHS has sole authority to allocate funding from the EMPG and designate an eligible funding match to the EMPG.
2. Historical References:
  - a. Civil Preparedness Guide 1-3, August 1992.
  - b. Civil Preparedness Guide 1-8A, October 1985. This Guide lists most of the criteria for an eligible Civil Preparedness program.
  - c. Department of Emergency Management and Homeland Security Letter, "All EMPG Supported Emergency Management Directors," is issued annually with attachments. This letter requests each EMPG supported town to submit an annual request for EMPG funding.
3. General Considerations and Objectives of this Policy:
  - a. Federal funding constraints will determine the total annual allocation.
  - b. Town/City allocations are calculated based on their respective populations as a percentage of the total population participating in the program.
  - c. The purpose of the EMPG Program is to provide financial assistance to jurisdictions for developing and staffing a comprehensive, all-hazard Emergency Management program.
  - d. The program is performance oriented and requires participating jurisdictions to demonstrate a commitment to building and improving an ability to respond to all-hazard emergencies and coordinating a multi agency emergency response.
  - e. This program will reimburse up to 50% of eligible costs associated with creating and maintaining a comprehensive all Hazard Emergency Management program. 100% reimbursement is available for the Computer / Internet Stipend and EOC ETE programs.
4. Criteria Governing Allowable Costs: These criteria are required in order to insure equitable allocation of limited funds by restricting expenditures not essential to maintaining an Emergency Management program and to achieve economies demanded by federal budget constraints. All costs are federally reimbursable at 50% with a required 50% municipal match (cash and/or limited in-kind services).
  - a. Personnel Costs
    - 1) Full-Time or Deputy Local Directors: 50% of salary and benefits is eligible.
    - 2) Full-Time Administrative or Support Staff: 50% of salary and benefits is eligible.

EMPG State and Local Assistance Application Package

- 3) Part-Time Local Director: 50% of town paid salary and benefits is eligible if individual is not otherwise employed by the town. If the Director is otherwise employed by the town, then reimbursement (at 50% of town salary and benefits) will be based upon the percentage of time actually employed in emergency management (civil preparedness) programs management.
- 4) Part-Time Administrative or Support Staff:
  - (a) Not Otherwise Employed by the Town – Part-time administrative or support staff is eligible in the same manner as full-time staff.
  - (b) Otherwise employed by the Town – Town employees performing civil preparedness work will be reimbursed at a rate of 50% on an hourly basis for work actually performed.
- 5) Part-Time Deputy Directors, Liaison Representatives or Similar Positions who are employed by the Town in a Non-Civil Preparedness Position: EMPG reimbursement of salaries is not authorized. An exception may be requested in cases when the Deputy is temporarily performing the duties of a full-time Deputy director; reimbursement will be limited to the period of substitution. An exception may be requested on a project application basis when the representative is required to work on an emergency management project; reimbursement will be limited to 10%.
- 6) Part-Time Deputy Director Not Otherwise employed by the Town: EMPG reimbursement of salaries is not authorized. An exception may be granted on a project application basis for towns facing an unusual hazard.
- 7) Travel Costs: Requests for reimbursement of travel costs for training and travel in direct support of the emergency management program will be approved on a case by case basis and must be submitted to DEMHS via the respective Regional Coordinator for prior approval as a separate allocation request. Reimbursements will be paid by separate check using this funding mechanism and audit quality documentation of expenditures will be required.
- 8) EOC Communications Costs:
  - (a) A main voice phone line and 1 FAX line are allowable providing they are used for Emergency Management program support only.
  - (b) Cell phone, Blackberry or Pager service for the EMD.
  - (c) Satellite TV (preferred) or Cable TV equipment and monthly costs.
  - (d) Satellite Radio Network
- 9) Information Technology (IT) Equipment for EOC:
  - (a) Desktop computers (must be equipped with Web EOC when it is provided by DEMHS at no cost).
  - (b) Networked printers, fax machines and scanners.
  - (c) Wireless networking (WI-FI) at the local EOC. (Note: Will only be considered eligible if the EOC is already equipped with a main voice phone, fax line, cell phones, pager service and a high-band radio).
  - (d) Ham radios (Go Kits).

EMPG State and Local Assistance Application Package

- (e) Internet Service Provider (ISP) costs.
- (f) Towns may apply for the Computer / Internet Stipend program which provides 100% of the cost for eligible computers and high speed internet service until September 2009. See page 30 of this application.
- (g) Towns may apply to join the EOC Equipment, Training and Exercise Program which provides 100% of the cost for eligible EOC Equipment and also requires additional training and exercise participation. See page 31 of this application.

- 10) All Other Expenses: Other costs that are in direct support of the local Emergency Management Program may be included in the proposed budget and must be pre approved by DEMHS on a case by case basis if funding is available.

b. In-Kind Costs:

The total aggregate (Federal Reimbursement) of all in-kind costs claimed under this section cannot exceed \$6,000 or 25% of the total municipal EMPG budget (whichever is lesser).

The following in-kind costs are allowable and mutually exclusive under this section:

- 1) Volunteer time for local Directors and Deputy Directors (for work that would otherwise be eligible for full-time pay) will be counted as in-kind services at a rate of \$30.00 per hour up to \$240.00 per day.
- 2) Volunteer time for clerical or administrative support (for work that would otherwise be eligible for full-time pay) will be counted as in-kind services at a rate of \$25.00 per hour up to \$200.00 per day.
- 3) Maintenance of a Direction and Control communications system (batteries, repairs, repair parts, monthly telephone costs) and service charges is allowable for EOC equipment. Maintenance costs incurred from one-time procurements of communication equipment must be included in your annual budget.
- 4) Donated equipment (new equipment only) for use in the EOC. (see page 29 for EOC configuration recommendations)

The following in-kind costs are not allowable:

- 1) Any costs counted towards other federal cost-sharing requirements cannot be claimed under this cost-sharing in-kind service.
- 2) Costs that exceed \$6,000 or 25% of the total municipal EMPG budget (whichever is lesser).

Further guidance is available in 44 CFR Section 13.24 (Google on the web).

5. Program Requirements: In order to participate in this program, jurisdictions must meet the following criteria. Failure to meet these minimum criteria by the end of the fiscal year (plus a 90-day grace period) will result in a funding reduction for the following fiscal year.

EMPG State and Local Assistance Application Package

TASK #	Description	Reduction Percentage
1	Have an officially appointed Emergency Management Director (EMD).	100% - Community cannot participate in program.
2	Have a local Emergency Operations Plan (EOP) updated annually and signed by the EMD and Chief Executive Officer of that jurisdiction. The EOP must also be approved by the Commissioner of DEMHS.	100% - Community cannot participate in program.
3	Participate in the State DEMHS High-band radio network.	100% - Community cannot participate in program.
4	EMDs must provide 24 hour contact information to their respective DEMHS Regional Coordinator to facilitate emergency situation reporting and coordination of requests for state assistance.	5% of annual budget.
5	Conduct at least 1 exercise of their EOP annually and submit after action reviews to the State DEMHS through their respective Regional Coordinator. Major activations (including situation reports to substantiate the activation) also qualify.	5% of annual budget.
6	Submit an annual proposed budget to DEMHS through their respective Regional Coordinator.	5% of annual budget.
7	Submit audit quality documentation of program expenses to DEMHS on a quarterly basis through their respective Regional Coordinator in a timely manner.	Failure to submit audit quality document will result in non-reimbursement of expenses.
8	Year end quarterly reports must be received by December 31 <sup>st</sup> in order to receive reimbursement.	Reduced by amount of any quarterly reports that were not submitted.
10	Jurisdictions must demonstrate that their local EOPs are NIMS compliant and contain the names and contact information for their local Health Directors.	5% of annual budget.

6. Program Assistance: Department of Emergency Management and Homeland Security (DEMHS) Regional Coordinators will be available to assist jurisdictions in development of budget proposals, reimbursement requests and all associated reporting and documentation associated with this program.

Regional Coordinators will review all budget submissions and make recommendations on EMPG program eligibility, and make submissions along with recommendations to DEMHS HQ for final approval.

James M. Thomas  
Commissioner

Supersedes edition of August 24, 2007



**EMPG STATE AND LOCAL ASSISTANCE (SLA) PROGRAM**

**ACCEPTANCE OF EMPG PROGRAM CONDITIONS OF ELIGIBILITY  
& BUDGET ESTIMATE FOR FFY 2009 (10/1/08 – 9/30/09)**

The (City of Bridgeport) accepts these conditions of eligibility to apply for Emergency Management Performance Grant (EMPG) program funding support for Federal Fiscal Year (FFY) 2009 which begins on October 1<sup>st</sup>, 2008. (See DEMHS Advisory Bulletin 60-1 Revised on 7/9/08 for additional guidance).

1. The receipt of EMPG funding brings with it a commitment on the part of the municipality to increase operational capability through the funding of personnel and administrative expenses.
2. The municipality will keep records of expenditures in accordance with the State Single Audit Act and will make records available to representatives of the Federal Emergency Management Agency (FEMA) and the Department of Emergency Management and Homeland Security (DEMHS) during regular business hours. All Federal Emergency Management Agency EMPG guidelines shall also apply.
3. Any individual whose salary is paid on a part-time or full-time basis under the EMPG program will be placed under the merit system personnel procedures promulgated by and meeting the standards of the Federal Office of Policy and Management.
4. The Connecticut Loyalty Oath for Civil Preparedness (C.G.S. Section 28-12) will be taken annually by all local personnel orally before a local civil preparedness officer or officers (emergency management director) empowered by the DEMHS Commissioner. The oath must also be taken orally by all volunteers entering on-duty with DEMHS, regardless of whether or not they are being reimbursed from EMPG funds.
5. Acceptance of an award under this program constitutes a legally binding agreement to comply with all relevant and applicable Federal and State regulations and conditions.
6. The municipality will submit promptly to the DEMHS excerpts of all audit reports prepared in accordance with the Single Audit Act (P.L. 98-502) and/or State statute, sufficient to identify the jurisdiction, the auditor(s) and the period audited, to include all references to funds received from DEMHS or the Federal Emergency Management Agency.

Signature of Chief Executive Officer indicates acceptance of these six conditions.

Signed: \_\_\_\_\_  
Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledged By: \_\_\_\_\_  
Emergency Management Director

Date: \_\_\_\_\_

**AUTHORIZING RESOLUTION OF THE**

\_\_\_\_\_ *(insert name of governing body--for example, town council)*

**CERTIFICATION:**

I, \_\_\_\_\_, do hereby certify that the following is a true and correct copy of *(keeper of the records—for ex. town clerk or secretary of council)*

a resolution adopted by \_\_\_\_\_ at its meeting on July \_\_\_\_\_, 2008, at which a *(name of governing body)*

quorum was present and acting throughout, and that the resolution has not been modified, rescinded,

or revoked and is at present in full force and effect.

**RESOLVED:**

That the \_\_\_\_\_, be and hereby is authorized to act on behalf of the *(Title and name of person signing MOU)*

\_\_\_\_\_ in executing a Memorandum of Understanding with the State of *(name of governing body)*

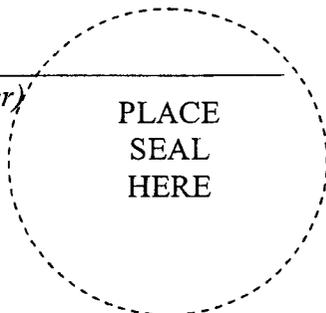
Connecticut, Department of Emergency Management and Homeland Security, for participation in

the FY 2009 Emergency Management Performance Grant program. IN WITNESS WHEREOF:

The undersigned

has affixed their signature this \_\_\_\_\_ day of \_\_\_\_\_ 2008. *(Date) (Month)*

\_\_\_\_\_  
*(Name and title of record keeper)*



(or "L.S." if no seal)

BUDGET PREPARATION

On the following page please provide a fiscal estimate of federal funds required to operate your emergency management program on a day to day basis. This request should be based on anticipated funding at the local level. Remember that your request covers the period from October 1, 2008 through September 30, 2009 (Federal Fiscal Year 2009).

Costs should be divided into the following categories:

1. **Personnel Compensation** – Includes salary, payments for vacation, sick leave, terminal leave, employer’s contribution for Social Security, employee’s health insurance, un-employment compensation contributions, worker’s compensation insurance and pension plans. (Life insurance is no longer allowed).
2. **In-Kind Costs** - The total aggregate of all in-kind costs cannot exceed \$6,000 or 25% of the total municipal EMPG budget (whichever is lesser). In-kind costs may include; 1) Volunteer time for local Directors and Deputy Directors at a rate of \$30.00 per hour, 2) Volunteer time for clerical or administrative support at a rate of \$25.00 per hour, 3) Maintenance and/or Operations costs of EOC equipment, and 4) Donated equipment (new equipment only) for use in the EOC.
3. **Communications Costs** - A main voice phone line and 1 FAX line are allowable providing they are used for emergency management program support only. Cell phone, Blackberry or Pager service for the EMD is also allowable and Satellite TV (preferred) or Cable TV equipment and monthly costs are allowable along with other (pre-approved) communications equipment for the EOC.
4. **Information Technology (IT) Equipment for EOC** - Desktop computers (must be equipped with Web EOC when it is provided by DEMHS), networked printers, fax machines and scanners. Other optional equipment such as wireless networking (WI-FI), and GPS Navigation Systems will only be considered eligible if the EOC is already equipped with a main voice phone, fax line, cell phones, pager service and a high-band radio.
5. **All Other Expenses** - Other costs that are in direct support of the local emergency management program may be included in the proposed budget and may be approved on a case by case basis if funding is available. Priority for funding will be given to personnel costs. Basic communications as outlined above will be given second priority.

**Please Note:**

1. **See DEMHS Advisory Bulletin 60-1 (Rev. 7/9/08) for additional guidance.**
2. **Enter the total cost. The amount of the Federal share requested (50% of total cost) will be calculated automatically.**

MEETING DATE: 9/15/08

NO. 185-07

COMMITTEE:

REFERRED TO COMM.:

SUBJECT:

Added to agenda Imm. Consideration

MOTION BY:

McCarthy

2ND BY:

Holloway

APPROVED

DENIED

TABLED

REF. TO COMM.

REMARKS:

	YES	NO
Susan Brannelly	C	
Brian Crowe		
Leticia Colon		
Ezequiel Santiago		
M. Evette Brantley		
Robert S. Walsh		
Thomas C. McCarthy		
Howard Austin, Sr.		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Richard Bonney		
Warren Blunt		
Angel M. dePara, Jr.		
Carlos Silva		
Maria I. Valle		
Daniel Martinez		
Richard M. Paoletto, Jr.		
Robert P. Curwen, Sr.		
Andre F. Baker, Jr.		
James Holloway		

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