

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, MARCH 20, 2023

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT

ADDED:

MATTERS TO BE ACTED UPON:

- 30-22** Economic and Community Development and Environment Committee Report re: Grant Submission: Bloomberg Philanthropies – Public Art Challenge (#23868).
- 33-22** Economic and Community Development and Environment Committee Report re: Resolution regarding a Substantial Amendment to the City’s Program Year 47 Annual Action Plan for Housing & Community Development.

AGENDA

CITY COUNCIL MEETING

MONDAY, MARCH 20, 2023

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT 06604

Prayer

Pledge of Allegiance

Roll Call

Filling of Vacancy in the 132nd District

Appointment of:

- City Council Standing Committees
- City Council Officers (e.g., President Pro Tempore, Majority Leader, Deputy Majority Leaders and Sergeant at Arms)
- City Council Liaisons to various City agencies, boards, and commissions
- City Council Representatives on the School Building Committee

MINUTES FOR APPROVAL:

Approval of City Council Minutes: February 21, 2023

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 35-22** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Roberto Calderas – Docket No. 3:21-cv-01385 OAW, referred to Miscellaneous Matters Committee.
- 36-22** Communication from Central Grants re: Grant Submission: U.S. Department of Justice – Congressional Directed Spending FY23 COPS Technology Grant Program – Rapid DNA Kiosk (#23207), referred to Public Safety and Transportation Committee.
- 37-22** Communication from Central Grants re: Grant Submission: U.S. Department of Health & Human Services – Health Resources and Services Administration – Congressional Directed Spending: Facilities and/or Equipment Projects – Wheeler Center IT Needs (#24257), referred to Economic and Community Development and Environment Committee.
- 38-22** Communication from Central Grants re: Grant Submission: U.S. Department of Health & Human Services – Health Resources and Services Administration – Congressional Directed Spending: Facilities and/or Equipment Projects – Health Department Records System (#24403), referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 39-22** Communication from Central Grants re: Grant Submission: Connecticut Department of Aging and Disability Services – American Rescue Plan Act (ARPA) Eisenhower Senior Center Funding (#23451), referred to Economic and Community Development and Environment Committee.
- 40-22** Communication from Central Grants re: Grant Submission: Connecticut Department of Aging and Disability Services – American Rescue Plan Act (ARPA) Senior Center Funding (#23452), referred to Economic and Community Development and Environment Committee.
- 43-22** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Sandra Benson – Docket No. 3:20-CV-01797-VLB, referred to Miscellaneous Matters Committee.

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

- 41-22** Resolution presented by Council President Nieves and Co-sponsor(s): Burns, Newton & Mack re: (Ref. #76-20) Proposed Amendment to the 2021 American Rescue Plan Act Grant for the City of Bridgeport, referred to Budget and Appropriations Committee.
- 42-22** Resolution presented by Council Member(s) Mack and Co-sponsor(s): Nieves & Burns re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 2.06 – Common Council, amend Section 2.06.020 – Regular Meetings, referred to Ordinance Committee.

ITEMS FOR IMMEDIATE CONSIDERATION:

- 44-22** Communication from Housing & Community Development re: Proposed Resolution regarding a Substantial Amendment to the City’s 2022-2023 PY 48 Annual Action Plan for Housing & Community Development, **FOR IMMEDIATE CONSIDERATION.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *34-22** Contracts Committee Report re: Assignment of Tax Liens for Fiscal Year 2023.

MATTERS TO BE ACTED UPON:

- 21-22** Contracts Committee Report re: Professional Services Agreement with SONO Studios LTD, LLC for Logo Development and accompanying Guidebook.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MARCH 20, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME

SUBJECT

1.) John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Finance & Organization.

2.) Clyde Nicholson
396 Madison Avenue
Bridgeport, CT 06604

Guns.

CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

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

CITY ATTORNEY
Mark T. Anastasi

999 Broad Street

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

Bridgeport, CT 06604-4328

ASSOCIATE CITY ATTORNEYS

Deborah M. Garskof
Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
James T. Maye
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers



March 7, 2023

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

Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE:
Proposed Settlement of Pending Litigation in the Matter of Roberto Calderas v. Gianni Capozziello et al., Docket No. 3:21-cv-01385 OAW

Dear Councilpersons:

Kindly place this matter on the agenda for the next City Council meeting for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

EXECUTIVE SUMMARY

- a. Submission Title:** Request for Litigation Settlement Approval.
- b. Submitting Entity:** Office of the City Attorney.
- c. Contact Person:** Deputy City Attorney John P. Bohannon, Jr., and Associate City Attorney Richard G. Kascak, contact information above.
- d. Approval Deadline:** Thirty (30) days from release to avoid statutory interest charges.
- e. Case Summary:** The Plaintiff asserts a claim based upon 42 U.S.C §1983 alleging that Officer Capozziello used excessive force in violation of the Fourth Amendment. He also asserts a *Monell* claim against the City, Mayor Ganim and former Chief Perez claiming that each had knowledge of Officer Capozziello's prior misconduct and failed to adequately train, supervise and/or discipline Officer Capozziello

The Plaintiff's claims stem from an incident that occurred on July 11, 2019. Officer Capozziello and his partner conducted a motor vehicle stop. The Plaintiff was driving an unregistered Chevrolet pickup truck with no insurance and a suspended license. A verbal dispute ensued between the Plaintiff and Officer Capozziello. Officer Capozziello engaged the Plaintiff and took him to the ground to handcuff him. After handcuffing him, he picked the Plaintiff up, walked him toward the truck and slammed him up against the side of the truck. Officer Capozziello then struck the Plaintiff with a right elbow to his face while handcuffed. Portions of this incident were captured on video by a witness as well as Officers' body cameras. The Plaintiff alleges that he suffered injuries to his face and emotional distress. He seeks compensatory damages, punitive damages, attorneys' fees and costs.

Following several settlement conferences with the Court, the parties have reached an agreement, subject to council approval, to settle the Plaintiff's claims for \$39,000. This figure represents a reasonable settlement to dispose of this matter for less than the likely anticipated costs of defending the case through trial.

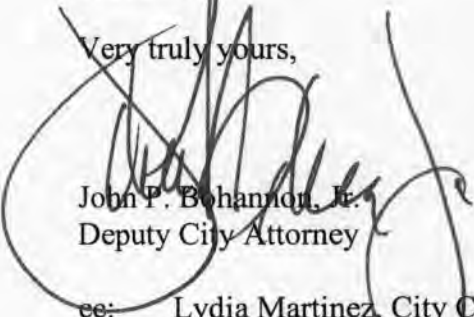
f. Council Action Requested: Approval of proposed settlement in the total amount of \$39,000.00.

g. Financial Impact Analysis: Total cost to the City will be \$39,000.00, to be paid to Law Office of Robert Berke, Esq., as trustee.

h. Funding Budget-Line: The settlement payment will be made from the City Attorney Office Operating Budget Line-Item "*Personal Property Claims Atty. #01-01-006-060-000-53010*".

i. Proposed Motion: Motion to authorize and approve payment of \$39,000.00, in full and final settlement of *Matter of Roberto Calderas v. Gianni Capozziello, et al., Docket No. 3:21-cv-01385 (OAW)*.

Very truly yours,



John P. Bohannon, Jr.
Deputy City Attorney

cc: Lydia Martinez, City Clerk
Mark T. Anastasi, City Attorney
Richard G. Kascak, Associate City Attorney
Carolina Lopez, Paralegal



City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM
Mayor

March 14, 2023

COMM. #36-22 Ref'd to Public Safety & Transportation Committee
on 3/20/2023

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

**RE: Resolution – U.S. Department of Justice- Congressional Directed Spending FY23
COPS Technology Grant Program - Rapid DNA Kiosk (#23207)**

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **U.S. Department of Justice-
Congressional Directed Spending FY23 COPS Technology Grant Program - Rapid DNA Kiosk** to
be referred to the **Committee on Public Safety and Transportation** of the City Council.

If you have any questions or require any additional information, please contact me at 203-332-5665 or
melissa.oliveira@bridgeportct.gov.

Thank you,

Melissa Oliveira
Central Grants Office

ATTEST
CITY CLERK
RECEIVED
CITY CLERKS OFFICE
23 MAR 15 PM 3:23



GRANT SUMMARY

PROJECT TITLE: U.S. Department of Justice- Congressional Directed Spending FY23 COPS Technology Grant Program - Rapid DNA Kiosk (#23207)

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Melissa Oliveira

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport has been named in the Consolidated Appropriations Act, 2023 (Public Law 117-328) as a grant recipient under the FY 2023 COPS Technology Program. Funding has been designated in the amount of \$500,000.

Funding under this allocation will be utilized to purchase a Rapid DNA Kiosk, sample test kits, a support program and training. The Rapid DNA Kiosk will assist the Police Department's Detective Division in attaining samples and quickly identifying individuals involved in the crimes. This technology allows officers to identify DNA located at the crime scenes, on weapons and sexual assaults and bring closure to the families.

CONTRACT PERIOD: TBD

FUNDING SOURCES (include matching funds):	
Federal:	\$ 500,000
State:	\$ 0
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Equipment:	\$312,000
Training:	\$188,000

MATCH REQUIRED- N/A		
	CASH	IN-KIND
Source: N/A	\$0	\$0

A Resolution by the Bridgeport City Council

**Regarding the
U.S. Department of Justice- Congressional Directed Spending
FY23 COPS Technology Grant Program- Rapid DNA Kiosk (#23207)**

WHEREAS, the **U.S. Department of Justice** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Consolidated Appropriations Act, 2023 (Public Law 117-328); and

WHEREAS, the purpose of the grant program is to assist law enforcement agencies in investigating, responding to, and preventing crime;

WHEREAS, funding under this grant will be utilized to purchase technology and equipment to quickly identify individuals involved in crimes; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **U.S. Department of Justice- Congressional Directed Spending FY23 COPS Technology** to acquire much needed equipment and training that will support the department's operations.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **U.S. Department of Justice** for the purpose of its **Congressional Directed Spending- FY23 COPS Technology Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **U.S. Department of Justice Congressional Directed Spending- FY23 COPS Technology Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

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Bridgeport, Connecticut 06604
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Fax (203) 332-5657

ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM
Mayor
March 14, 2023

COMM. #37-22 Ref'd to ECD&E Committee on 03/20/2023

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

RE: Resolution – U.S. Department of Health & Human Services- Health Resources and Services Administration- Congressional Directed Spending: Facilities and/or Equipment Projects- Wheeler Center IT Needs (#24257)

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **U.S. Department of Health & Human Services- Health Resources and Services Administration- Congressional Directed Spending: Facilities and/or Equipment Projects- Wheeler Center IT Needs** to be referred to the **Committee on Economic and Community Development** of the City Council.

If you have any questions or require any additional information, please contact me at 203-332-5665 or melissa.oliveira@bridgeportct.gov.

Thank you,

Melissa Oliveira
Central Grants Office

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23 MAR 15 PM 3:23
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: U.S. Department of Health & Human Services- Health Resources and Services Administration- Congressional Directed Spending: Facilities and/or Equipment Projects- Wheeler Center IT Needs (#24257)

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Melissa Oliveira

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport has been named in the Consolidated Appropriations Act, 2023 (Public Law 117-328) as a grant recipient under the Congressionally Directed Spending: Facilities and/or Equipment Projects grant program. Funding has been designated in the amount of \$200,000.

These funds will be used to modernize the IT infrastructure in the new communicable disease clinic and ensure it can meet current and future needs. This technology will provide for such things such as networking (routers and switches), indoor and outdoor wireless access points, training/classroom equipment, modernized record keeping, exam rooms with the ability to connect digital patient records, amongst other valuable modernizations.

CONTRACT PERIOD: TBD

FUNDING SOURCES (include matching funds):	
Federal:	\$ 200,000
State:	\$ 0
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Equipment:	\$200,000

MATCH REQUIRED- N/A		
	CASH	IN-KIND
Source: N/A	\$0	\$0

A Resolution by the Bridgeport City Council

**Regarding the
U.S. Department of Health & Human Services- Health Resources and Services Administration
Congressional Directed Spending: Facilities and/or Equipment Projects
Wheeler Center IT Needs (#24257)**

WHEREAS, the U.S. Department of Health & Human Services- Health Resources and Services Administration is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Consolidated Appropriations Act, 2023 (Public Law 117-328); and

WHEREAS, the purpose of the grant program is to create and support specific community projects as part of the annual appropriations process;

WHEREAS, funding under this grant will be utilized to purchase technology to modernize the IT infrastructure of the new communicable disease clinic ; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the U.S. Department of Health & Human Services- Health Resources and Services Administration- Congressional Directed Spending: Facilities and/or Equipment Projects to acquire much needed technology that will support the department's operations.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **U.S. Department of Health & Human Services- Health Resources and Services Administration** for the purpose of its **Congressional Directed Spending: Facilities and/or Equipment Projects**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **U.S. Department of Health & Human Services- Health Resources and Services Administration Congressional Directed Spending: Facilities and/or Equipment Projects** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

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ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM
Mayor

February 27, 2023

COMM. #38-22 Ref'd to ECD&E Committee on 03/20/2023

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

RE: Resolution – U.S. Department of Health & Human Services- Health Resources and Services Administration- Congressional Directed Spending: Facilities and/or Equipment Projects- Health Department Records System (#24403)

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **U.S. Department of Health & Human Services- Health Resources and Services Administration- Congressional Directed Spending: Facilities and/or Equipment Projects- Health Department Records System** to be referred to the **Committee on Economic and Community Development** of the City Council.

If you have any questions or require any additional information, please contact me at 203-332-5665 or melissa.oliveira@bridgeportct.gov.

Thank you,

Melissa Oliveira
Central Grants Office

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CITY CLERK



GRANT SUMMARY

PROJECT TITLE: U.S. Department of Health & Human Services- Health Resources and Services Administration- Congressional Directed Spending: Facilities and/or Equipment Projects- Health Department Records System (#24403)

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Melissa Oliveira

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport has been named in the Consolidated Appropriations Act, 2023 (Public Law 117-328) as a grant recipient under the Congressionally Directed Spending: Facilities and/or Equipment Projects grant program. Funding has been designated in the amount of \$200,000.

These funds will be used to modernize all of the Health Department's divisions record management by transitioning to a digital document management system. This system will ensure that all records throughout the health department are easily digitally accessible. By having a centralized location for the records in a digital format, this will increase transparency, accessibility, secured sharing, increased collaboration and protect sensitive information.

CONTRACT PERIOD: TBD

FUNDING SOURCES (include matching funds):	
Federal:	\$ 200,000
State:	\$ 0
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Software:	\$200,000

MATCH REQUIRED- N/A		
	CASH	IN-KIND
Source: N/A	\$0	\$0

A Resolution by the Bridgeport City Council

**Regarding the
U.S. Department of Health & Human Services- Health Resources and Services Administration
Congressional Directed Spending: Facilities and/or Equipment Projects
Health Department Records System (#24403)**

WHEREAS, the **U.S. Department of Health & Human Services- Health Resources and Services Administration** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Consolidated Appropriations Act, 2023 (Public Law 117-328); and

WHEREAS, the purpose of the grant program is to create and support specific community projects as part of the annual appropriations process;

WHEREAS, funding under this grant will be utilized to purchase software to modernize the Health Department's record management system; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **U.S. Department of Health & Human Services- Health Resources and Services Administration- Congressional Directed Spending: Facilities and/or Equipment Projects** to acquire much needed technology that will support the department's operations.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **U.S. Department of Health & Human Services- Health Resources and Services Administration** for the purpose of its **Congressional Directed Spending: Facilities and/or Equipment Projects**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **U.S. Department of Health & Human Services- Health Resources and Services Administration Congressional Directed Spending: Facilities and/or Equipment Projects** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

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ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM
Mayor

COMM. #39-22 Ref'd to ECD&E Committee on 3/20/2023

March 1, 2023

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

RE: Resolution – Connecticut Department of Aging and Disability Services – American Rescue Plan Act (ARPA) Eisenhower Senior Center Funding (#23451)

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **Connecticut Department of Aging and Disability Services – American Rescue Plan Act (ARPA) Eisenhower Senior Center Funding (#23451)** to be referred to the **Committee on Economic and Community Development and the Environment** of the City Council.

If you have any questions or require any additional information, please contact me at 203-576-7732 or joseph.katz@bridgeportct.gov.

Thank you,

Joseph Katz
Central Grants Office

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ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: Connecticut Department of Aging and Disability Services – American Rescue Plan Act (ARPA) Eisenhower Senior Center Funding (#23451)

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Joseph Katz

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION: The Connecticut Department of Aging and Disability Services is making funds available to Connecticut municipalities to re-engage seniors at their local senior centers. The Eisenhower Senior Center was chosen to be one of 5 recipients of a special \$100,000 allotment of funding. These funds will be used to cover facilities improvements at the Center.

CONTRACT PERIOD: TBD

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 100,000.00
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Contractual:	\$ TBD
Materials/Equipment:	\$
Marketing/Outreach:	\$

MATCH REQUIRED - NONE		
	CASH	IN-KIND
	\$0	\$0

A Resolution by the Bridgeport City Council

Regarding the

**Connecticut Department of Aging and Disability Services
American Rescue Plan Act (ARPA)
Eisenhower Senior Center Funding
(#23451)**

WHEREAS, the **Connecticut Department of Aging and Disability Services** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **American Rescue Plan Act (ARPA) Senior Center Funding**; and

WHEREAS, funds under this grant will be used to cover facilities improvements and/or programming at the Eisenhower Senior Center; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to **Connecticut Department of Aging and Disability Services** to support necessary renovations and activities for seniors.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **Connecticut Department of Aging and Disability Services** for the purpose of its **American Rescue Plan Act (ARPA) Senior Center Funding**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to **Connecticut Department of Aging and Disability Services-American Rescue Plan Act (ARPA) Senior Center Funding** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

999 Broad Street
Bridgeport, Connecticut 06604
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ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM
Mayor

COMM. #40-22 Ref'd to ECD&E Committee on 03/20/2023

March 1, 2023

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

RE: Resolution – Connecticut Department of Aging and Disability Services – American Rescue Plan Act (ARPA) Senior Center Funding (#23452)

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **Connecticut Department of Aging and Disability Services – American Rescue Plan Act (ARPA) Senior Center Funding (#23452)** to be referred to the **Committee on Economic and Community Development and the Environment** of the City Council.

If you have any questions or require any additional information, please contact me at 203-576-7732 or joseph.katz@bridgeportct.gov.

Thank you,

Joseph Katz
Central Grants Office

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23 MAR 15 PM 3:23
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: Connecticut Department of Aging and Disability Services – American Rescue Plan Act (ARPA) Senior Center Funding (#23452)

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Joseph Katz

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION: The Connecticut Department of Aging and Disability Services is making funds available to Connecticut municipalities to re-engage seniors at their local senior centers. The City of Bridgeport has been allocated \$299,561 through this program. All of the City's four Senior Centers are eligible to utilize the funding, however the Eisenhower Center has been selected to receive a separate grant. These funds will be used to cover facilities improvements and programming at the senior centers.

CONTRACT PERIOD: TBD

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 299,561.00
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Contractual:	\$ TBD
Materials/Equipment:	\$
Marketing/Outreach:	\$

MATCH REQUIRED - NONE		
	CASH	IN-KIND
	\$0	\$0

A Resolution by the Bridgeport City Council

Regarding the

**Connecticut Department of Aging and Disability Services
American Rescue Plan Act (ARPA)
Senior Center Funding
(#23452)**

WHEREAS, the **Connecticut Department of Aging and Disability Services** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **American Rescue Plan Act (ARPA) Senior Center Funding**; and

WHEREAS, funds under this grant will be used to cover facilities improvements and/or programming at the senior centers; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to **Connecticut Department of Aging and Disability Services** to support necessary renovations and activities for seniors.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **Connecticut Department of Aging and Disability Services** for the purpose of its **American Rescue Plan Act (ARPA) Senior Center Funding**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to **Connecticut Department of Aging and Disability Services-American Rescue Plan Act (ARPA) Senior Center Funding** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY
999 Broad Street
Bridgeport, CT 06604-4328

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

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

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Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
James T. Maye
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers



RECEIVED
CITY CLERKS OFFICE
23 MAR 15 PM 3:21
ATTEST
CITY CLERK

March 15, 2023

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

Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE:
Proposed Settlement of Pending Litigation in the Matter of Sandra Benson v. City of Bridgeport, Docket No. 3:20-CV-01797-VLB

Dear Councilpersons:

Kindly place this matter on the agenda for the next City Council meeting for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

EXECUTIVE SUMMARY

- a. **Submission Title:** Request for Litigation Settlement Approval.
- b. **Submitting Entity:** Office of the City Attorney.
- c. **Contact Person:** Deputy City Attorney John P. Bohannon, Jr., contact information above.
- d. **Approval Deadline:** Thirty (30) days from release to avoid statutory interest charges.
- e. **Case Summary:** On December 3, 2020, Sandra Benson sued Bridgeport after the City terminated her employment. She filed claims based on alleged race and disability discrimination. Benson's claims are violations of (1) the Americans with Disabilities Act ("ADA"), (2) the Connecticut Fair Employment Practices Act, Conn. Gen. Stat. § 46a-60 et seq ("CFEPA") for Disability Discrimination; (3) Title VII of the Civil Rights Act of 1964, as amended, Title 42 U.S.C. § 2000e et. seq. ("Title VII"); (4) 42 U.S.C. § 1981; and CFEPA for race discrimination.

Ms. Benson suffers from several diagnosed medical issues, and had several behavioral workplace incidents and altercations while working for the City. The City gave her a "Last Chance" Agreement in the Fall of 2018 after one such incident. In June 2019, Benson was involved in a final workplace altercation while working at the Bridgeport Police Department. The City conducted a months-long investigation into the June 2019 incident. The findings supported an allegation that Benson placed her hands on a member of the public during a dispute with that person and a co-worker. Based on these findings and the Last Chance Agreement, the City decided it needed to end Benson's employment. Benson has claimed that the City's motivation in firing her was because of her health conditions and race, African American.

The parties have agreed to settle Benson's claims for an amount that avoids the risks and vagaries of continued litigation and trial, and at an amount that will be significantly less than the costs of attorney fees associated with further litigation.

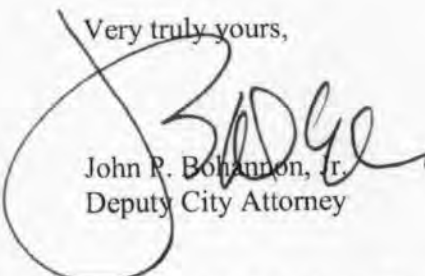
f. Council Action Requested: Approval of proposed settlement in the amount of \$36,000.00 to Sandra Benson and \$9,000.00 to Willinger, Willinger & Bucci, P.C., (for attorney's fees).

g. Financial Impact Analysis: Total cost to the City will be \$36,000.00 to Sandra Benson and \$9,000.00, to Willinger, Willinger & Bucci, P.C.

h. Funding Budget-Line: The settlement payment will be made from the City Attorney Office Operating Budget Line-Item "*Personal Property Claims Atty. #01-01-006-060-000-53010*".

i. Proposed Motion: Motion to authorize and approve payment of \$36,000.00 to Sandra Benson and \$9,000.00 to Willinger, Willinger & Bucci, P.C., in full and final settlement of *Matter of Sandra Benson v. City of Bridgeport, Docket No. 3:20-CV-01797-VLB*.

Very truly yours,


John R. Bohannon, Jr.
Deputy City Attorney

cc: Lydia Martinez, City Clerk
Mark T. Anastasi, City Attorney
Carolina Lopez, Paralegal



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I	CITY COUNCIL SUBMISSION INFORMATION		
Log ID/Item Number:	41-22 (Ref. 76-20)		
Submitted by Councilmember(s):	Aidee Nieves		
Co-Sponsors(s):	Scott Burns	Ernest Newton	Tyler Mack
District:	137TH		
Subject:	Amendment to the 2021 American Rescue Plan Act grant for the City of Bridgeport		
Referred to:	Budget and Appropriations Committee		
City Council Date:	March 20, 2023		
SECTION II	RESOLUTION (PLEASE TYPE BELOW)		

RECEIVED
 CITY CLERK'S OFFICE
 23 MAR 15 2:42 PM
 ATTEST
 CITY CLERK

Resolution by the Bridgeport City Council regarding the American Rescue Plan Act (ARP) and Grant

WHEREAS the U.S federal government is authorized to extend financial assistance to municipalities and states in the form of grants and aid; and

WHEREAS this American Rescue Plan Act (ARP) grant funding is made possible through an Act of Congress signed into law on March 11, 2021; and

WHEREAS the purpose of this federal Act and ARP grant program is to assist governments and communities and citizens responding to and recovering from the public health COVID-19 pandemic emergency originally declared by the President in March 2020; and

WHEREAS the City of Bridgeport will receive approximately \$82 million from the ARP grant aid directly from the US Treasury and approximately \$28 million in aid passed through from the State of Connecticut to the City as a share of Fairfield County aid allocated by the ARP; and

WHEREAS it is desirable and in the public interest that the City of Bridgeport submit certifications and other information to the United States Department of Treasury and the State of Connecticut in order to receive reimbursement of any and all eligible costs incurred and/or revenues lost by the City and City departments that are considered ARP eligible and activities and COVID-19 pandemic related activities incurred and expended as authorized by the ARP through 2024;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL that it is cognizant of the City's expected receipt of funds pursuant to the American Rescue Plan Act (ARP) as approved by the US Congress and the signed into law by the President on March 11, 2021, as administered through the United States Department of Treasury and the State of Connecticut, for the purpose of providing federal aid and reimbursing all municipal activities, expenditures, and revenues eligible under ARP due to the COVID-19 public emergency pandemic; and



OFFICE OF THE CITY CLERK RESOLUTION FORM

BE IT FURTHER RESOLVED that the City Council hereby authorizes, directs and empowers the City to accept all such American Rescue Plan Act (ARP) grant funds and further authorizes, directs and empowers the Mayor and the Director of Finance to execute any and all financial grant documents and the Director of OPM to establish appropriate grant special revenue accounts as may be necessary to administer this ARP grant funding and further authorizes, directs and empowers the Mayor and Department City Officials to expend such grant funds in a manner according to the ARP eligible activities criteria as promulgated by the United States Department of Treasury and the State of Connecticut and through any Council adopted budgetary revenues relating to the ARP, and authorizes, directs and empowers the Mayor or the Director of Finance to execute and file all required federal or state certifications, reports, and other documentation required by the US Department of Treasury or the State of Connecticut Office of Policy and Management pursuant to the American Rescue Plan Act (ARP); and

BE IT FURTHER RESOLVED that any grant fund expenditure exceeding \$499,999.99 shall receive approval through the City Council of the City of Bridgeport, in accordance with provisions of the City Charter.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

SECTION IX COMMENTS (if any)



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	42-22		
Submitted by Councilmember(s):	Tyler Mack		
Co-Sponsors(s):	Aidee Nieves	Scott Burns	
District:	131ST		
Subject:	Proposed Amendments to the Municipal Code of Ordinances, Chapter 2.06 – Common Council, amend Section 2.06.020.		
Referred to:	Ordinance Committee		
City Council Date:	March 20, 2023		

SECTION II RESOLUTION (PLEASE TYPE BELOW)

BE IT ORDAINED, by the City Council of the City of Bridgeport that the Municipal Code of Ordinances Chapter 2.06- Common Council, amend Section 2.06.020 – Regular Meetings as follows:

2.06.020 - Regular meetings.

Regular meetings of the city council, except during the months of July and August annually, and during November of each odd-numbered (municipal election) year, shall be held on the first and third Monday of each month at seven p.m., and on the second Monday and Tuesday in May of each year. [except when either day is a legal holiday, in which case the meeting shall be held on the following Tuesday. The city council shall also meet at such other times to which it shall adjourn.] During the months of July and August annually, and during November of each odd-numbered (municipal election) year, the regular meetings of the city council shall be held on the first Monday of each said months, [, except when either day is a legal holiday, in which case the meeting shall be held on the following Tuesday.] When any of the days listed herein is a legal holiday, the meeting shall be held on the following day. The city council shall also meet at such other times to which it shall adjourn. All regular meetings of the city council shall be held in the city council chambers, unless otherwise ordered by the city council.

RECEIVED
CITY CLERKS OFFICE
23 MAR 15 PM 3:14
ATTEST
CITY CLERK



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

SECTION IX COMMENTS (if any)

City of Bridgeport, Connecticut

**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
OFFICE OF HOUSING & COMMUNITY DEVELOPMENT**

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 576-7221 • Fax (203)332-5611

THOMAS GILL
Director



JOSEPH P. GANIM
Mayor

TO: Honorable Members of the Bridgeport City Council

FROM: Anjerice Miller *AM 3/15/2023*
Senior HCD Manager

RE: Substantial Amendment for Program Year 48 Annual Action Plan

DATE: March 15, 2023

The Office of Housing and Community Development respectfully submits the attached resolution and documentation regarding a substantial amendment to the 2022-2023 Program Year 48 Annual Action Plan as it relates to the HOME Investment Partnerships (HOME) Program and the Community Development Block Grant Program for immediate consideration at the March 20, 2023, Council meeting.

Thank you for your consideration,

Cc: Janene Hawkins, CAO
Tom Gaudett, Mayor's Office
Thomas Gill, OPED
Obiora Nkwo, HCD
Milta Feliciano, HCD
Mark Anastasi, City Attorney

ATTEST
CITY CLERK

RECEIVED
CITY CLERKS OFFICE
23 MAR 15 PM 4: 02

RESOLUTION

AMENDED

**CITY OF BRIDGEPORT PROPOSED SUBSTANTIAL AMENDMENT
TO THE CITY'S ANNUAL ACTION PLAN FOR HOUSING & COMMUNITY
DEVELOPMENT**

WHEREAS, the City Council of the City of Bridgeport previously authorized Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funding for the program activities during the various program years; and

WHEREAS, the City wishes to add a project for HOME Tenant Based Rental Assistance (TBRA) to the PY48 Annual Action Plan.

WHEREAS, the City wishes to reprogram \$2,900,789.87 of CDBG funds from previously approved activities that; did not advance, were completed for amounts less than originally approved by the City of Bridgeport to the City's Fire and Public Facilities Department

WHEREAS, this request constitutes an amendment to the PY 48 Annual Action Plan and, as such, requires a public notice, Citizen Union consideration, and City Council authorization; and

WHEREAS; the City issued a request for public comment on the recommended use of these funds

NOW THEREFORE BE IT

RESOLVED, that since the city has provided required public notification and has obtained citizen union recommendations, the Mayor of the City of Bridgeport or the designated individual (Director of Planning and Economic Development) is hereby authorized and empowered to sign all contracts, documents, and/or agreements(and to take such other reasonable actions) as necessary to implement the activities listed above in an expedient fashion and in accordance with all of HUD's *Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME)* rules, regulations, and requirements.

CDBG Reprogrammed Funds

COB Fire Dept- Fire Truck	\$ 2,316,660.48
COB:Public Facilities- Senior Center Renovations	\$ 584,129.39
Total CDBG Funding	\$ 2,900,789.87



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *34-22 Consent Calendar

BE IT RESOLVED, That pursuant to C.G.S. Section 12-195h, The City Council of the City of Bridgeport authorize and approve the assignment for consideration of any or all tax liens by the Tax Collector to secure unpaid taxes on real property as provided under the provision of Chapter 206 of the Connecticut General Statutes.

BE IT FURTHER RESOLVED, That pursuant to Connecticut General Statutes, including sections 7-148 and 12-195h, the City Council of the City of Bridgeport hereby authorized the Tax Collector and the Director of Finance and/or the Mayor of the City of Bridgeport to bid or negotiate, enter into and execute any and all agreements as are reasonably necessary to effectuate the assignment of real property tax liens in form and substance satisfactory to the Mayor, the Director of Finance, the Tax Collector and the City Attorney; and

BE IT FURTHER RESOLVED, that any property with \$1,000 or less in unpaid taxes be exempt from the 2023 tax lien sale.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS**

Jeanette Herron, D-133rd, Co-chair

Matthew McCarthy, D-130th, Co-chair

Jorge Cruz, Sr., D-131st

Rosalina Roman-Christy, D-135th

Maria H. Pereira, D-138th

Frederick Hodges, D-136th

Ernest E. Newton II, D-139th

City Council Date: March 20, 2023



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 21-22

RESOLUTION

WHEREAS, it is common for organizations, businesses, and municipalities to develop a logo to graphically represent them; and

WHEREAS, the City of Bridgeport uses its official seal as a logo; and

WHEREAS, the seal is very detailed and can be hard to read when used in certain formats; and

WHEREAS, City Departments have therefore developed their own department or project logos; and

WHEREAS, as a result, there is no common theme or brand among the plethora of logos to inform the public they are all associated with the City of Bridgeport; and

WHEREAS, developing a distinct logo and accompanying guidebook for use of the logo will provide a framework for all departments to use the logo; and

WHEREAS, the Office of Planning and Economic Development (OPED) coordinated with the Communications Office and ITS to issue a Request For Proposals to develop a logo and accompanying guidebook, create an implementation plan for the logo, and provide the City Seal in requested formats; and

WHEREAS, SONO Studios LTD, LLC responded to the solicitation and was deemed the most responsive and qualified applicant; and

WHEREAS, the Board of Public Purchases issued its approval on February 8, 2023;

NOW, THEREFORE, BE IT RESOLVED, that the Bridgeport City Council approves the engagement of the Consultant under the terms and conditions of the contract substantially in the form attached hereto as approved; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Contracts
Item No. 21-22

-2-

BE IT FURTHER RESOLVED, that the Mayor, or his designee, the Director of the Office of Planning and Economic Development, is hereby authorized to execute the Agreement substantially in the form attached hereto and made a part hereof, and is further authorized to execute any and all other documents, and to do any and all other things necessary in furtherance of and consistent with this resolution in the best interests of the City.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS**

Jeanette Herron, D-133rd, Co-chair

Matthew McCarthy, D-130th, Co-chair

Jorge Cruz, Sr., D-131st

Rosalina Roman-Christy, D-135th

Maria H. Pereira, D-138th

Frederick Hodges, D-136th

Ernest E. Newton II, D-139th

City Council Date: March 20, 2023

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the ____ day of _____, 2023 (the "Agreement") is hereby entered into between **SONO Studios LTD, LLC**, a limited liability company organized under the laws of the State of Connecticut, with offices at 18 Leonard Street, Norwalk, CT (the "**Consultant**") and **the City of Bridgeport**, with offices at 999 Broad Street, Bridgeport, Connecticut 06604 (the "**City**").

WHEREAS, the City published a Request for Qualifications ("RFQ") seeking proposals for the development of a City Logo, accompanying guidebook for its use, implementation plan, and updating the City Seal, the terms of which RFQ are incorporated by reference as if fully set forth herein; and

WHEREAS, the Consultant submitted its Proposal dated December 7, 2022 ("**Proposal**"), the terms of which Proposal is incorporated by reference as if fully set forth herein; and

WHEREAS, the Board of Public Purchases issued its approval on February 8, 2023; and

WHEREAS, pursuant to item ____ of the Bridgeport City Council, the City's engagement of the Consultant was approved on ____; and

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

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

The above recitals are incorporated by reference into the body of this Agreement with full legal force and effect.

1. General Undertaking; Party Representatives.

(a) The parties are entering into this Agreement for the purpose of engaging the Consultant to develop a City Logo, accompanying guidebook for its use, and implementation plan (the "**Services**"). The Consultant's activities shall consist of conduct research, facilitate focus groups, develop a palate of logo design options, further develop short-listed logos, create guidebook for logo use, create implementation plan, provide City Seal in requested formats, as set forth in its Proposal.

(b) The Consultant's representative ("**Consultant Representative**") at the inception of this Agreement is _____ and the City's representative ("**City Representative**") is Matthew Abbot, Planner. Any subsequent changes shall be made in writing to the other party. These party representatives will coordinate and cooperate in connection with the performance of the Consultant's Services hereunder, necessary access to City property, and the like. The City Representative shall have no power or authority to make any material changes to this Agreement including but not limited to material changes to the term, scope, price, payment or other provisions thereof.

(c) Notwithstanding Consultant's delivery of services hereunder including development of a logo, the decision of whether to utilize the logo and/or guidebook shall be at the City's sole and complete discretion.

2. Term of Engagement; Schedule.

(a) Term. This Agreement shall commence on such date that is set forth in a notice to proceed ("**Notice to Proceed**") and shall continue in full force and effect until the Services are completed according to this Agreement, until the earlier termination of this Agreement as provided herein, whichever occurs first ("**Term**"). Termination shall have no effect on the City's obligation to pay for Services rendered through earlier termination of the Term for Services that have been completed in accordance with the terms of this Agreement and which the City has accepted in due course.

(b) Schedule. The parties agree that the Services to be provided under this Agreement shall be completed no later than **August 25, 2023** ("**Completion Date**"). The Completion Date shall be deemed TIME OF THE ESSENCE.

3. Compensation; Record of Activities. In consideration of its performance of the Services under this Agreement the Consultant will be paid a maximum not to exceed amount of \$27,700. Payment shall be made according to the percentage of the task performed in accordance with the Schedule set forth in **Exhibit A** of this Agreement and consistent with the method set forth in paragraph 4 (b) below.

4. Source of Funds; Payment.

(a) Source of Funds. The funds for Consultant's payment shall come from the Department's General Communications Fund (operating budget).

(b) Method of Payment. The Consultant shall submit complete invoices with all backup documentation as required by this Agreement, to the City on a monthly basis for the prior month's Services rendered and any permitted reimbursable expenses, which invoices the City shall pay within forty-five (45)

days of receipt. The City shall pay all undisputed portions of such invoices until the disputed portion is resolved.

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

6. Proprietary Rights. With regard to the Services performed, the City shall own all right, title and interest in such Consultant's work under this Agreement. The Consultant expressly acknowledges and agrees that its work, including but not limited to development of the Logo and the Logo itself, constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City. Alternatively, should the work fail to qualify as a work for hire, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work and Services under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work and Services in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects. Notwithstanding anything contained in the foregoing to the contrary, the Consultant acknowledges that in the performance of its Services, it possesses all rights, proprietary and otherwise, utilized in rendering such Services and represents and warrants that it has a license to use the proprietary or other rights owned by a third party, which license shall be provided to the City on written request.

7. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential or as a draft ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the party, (ii) information already in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it, (iv) information required to be disclosed under the Connecticut Freedom of Information Act, or (v) information required to be disclosed under court order.

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other

party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

8. Non-Circumvention. The Consultant shall not hire or employ a City employee involved in this Agreement as an employee of the Consultant until one (1) year following the expiration of the Term of this Agreement and such Consultant shall ensure that such former City employee shall be obligated to observe the requirements for non-disclosure of Confidential Information contained herein.

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

10. Representations and Warranties.

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

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

(b) The Consultant represents that it can commence the Services promptly as set forth herein and shall complete the Services in a timely manner according to the Schedule approved by the City.

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

(d) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not

violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

(e) The Consultant shall not subcontract any of its Services to third parties without prior written notice to the City and receipt of the City's prior written consent and shall ensure that any such subcontractor provides evidence of insurance as required of the Consultant herein prior to the subcontractor rendering any of its services.

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees, agents or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or that reflects on the Consultant's business integrity or honesty that resulted or may result in the imposition of a monetary fine in excess of \$10,000, injunction, criminal conviction or other penal sanction longer than one (1) year, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner pursuant to the Standard of Care applicable to such Services within the State of Connecticut and shall diligently pursue the completion of same in accordance with the terms of this Agreement.

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

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

These representations and warranties shall survive the Term of this Agreement.

11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available at law or in equity.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF PROVISIONS REGARDING PROPRIETARY RIGHTS, CONFIDENTIAL INFORMATION OR NON-CIRCUMVENTION, NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

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

If to the City:

Department of Planning
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

with a copy to:

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

If to the Consultant:

At the address specified above.

Termination For Default; Termination For Convenience.

(a) Termination For Fault. This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement upon the giving of thirty (30) days prior written notice if the other party breaches any material provision hereof and fails after receipt of written notice of default to correct or cure such default unless the defaulting party details in writing to the other within such 30-day period the reasons why such default cannot be so corrected or cured within that time, whereupon the non-defaulting party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action to completion in a manner reasonably acceptable to the non-defaulting party in the exercise of its commercial business judgment, reasonably exercised. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to such party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations regarding Confidential Information, Injunctive Relief, Non-Circumvention or Representations and Warranties.

(b) Termination For Convenience. The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination, which shall not affect the City's obligations for the payment of Compensation for Services rendered in compliance with this Agreement in the ordinary course through the date of termination.

(c) Suspension of the Work. The Consultant may not suspend. The City may suspend the work under this Agreement upon giving written notice of suspension, which shall not affect the City's obligations for the payment of Compensation for Services rendered in compliance with this Agreement in the ordinary course through the date of suspension.

14. Resolution of Disputes and Choice of Law.

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

15. Independent Consultant Status. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the

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

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

17. Indemnification; Insurance.

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

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

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

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

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

Professional Liability Insurance (errors and omissions) with limitations of a minimum of \$1,000,000 per occurrence.

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

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

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

Additional Insured—The Consultant and its permitted subcontractors shall arrange with their respective insurance agents or brokers to name the City, its elected and appointed officials, officers, department heads, employees and agents on all policies of primary and excess commercial general liability and automobile liability insurance coverages as additional insured parties **by policy endorsement** and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this Agreement and periodically thereafter, but in no event less than once during each year during the Term of this Agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance. Such certificates shall designate the City in the following form and manner:

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

18. Non-discrimination. The Consultant agrees not to discriminate or permit discrimination against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This Agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and other Executive Orders that may apply from time to time and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this Agreement is subject to the

Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

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

20. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

(k) Authority. The person executing this Agreement on behalf of the Consultant is duly-authorized to do so. The person executing this Agreement on behalf of the City is duly-authorized to do so by virtue of [resolution] [ordinance section] [other].

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

CITY OF BRIDGEPORT

By: _____
Name: _____
Title: _____
Date: _____

CONSULTANT

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Schedule of Deliverables and Payments



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. 30-22

**A Resolution by the Bridgeport City Council
Regarding the
Bloomberg Philanthropies
Public Art Challenge
(#23868)**

WHEREAS, Bloomberg Philanthropies is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Public Art Challenge;** and

WHEREAS, funds under this grant will be used to create and install projection mapping and lighting displays at several significant sites across the city, culminating in a new week-long arts festival; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to **Bloomberg Philanthropies** to support this project which has the potential to provide significant cultural and economic benefits for Downtown Bridgeport.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **Bloomberg Philanthropies** for the purpose of its **Public Art Challenge;** and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to **Bloomberg Philanthropies** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

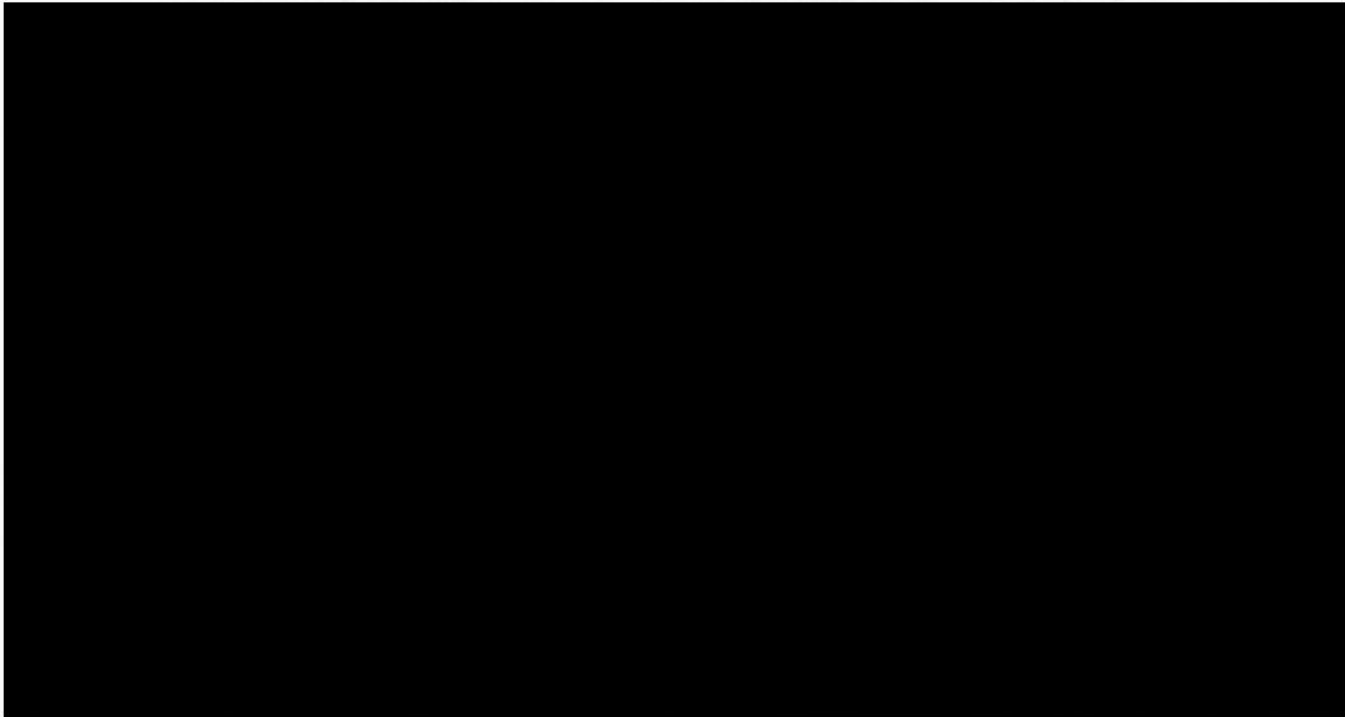


City of Bridgeport, Connecticut
Office of the City Clerk

Committee on ECD and Environment
Item No. 30-22

-2-

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



City Council Date: March 20, 2023
Tabled by Full Council: March 20, 2023



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. 33-22

RESOLUTION AMENDED
CITY OF BRIDGEPORT PROPOSED SUBSTANTIAL AMENDMENT
TO THE CITY'S ANNUAL ACTION PLAN FOR HOUSING & COMMUNITY
DEVELOPMENT

WHEREAS, the City Council of the City of Bridgeport previously authorized HOME Investment Partnership (HOME) Program funding for the program activities during the various program years; and

WHEREAS, due to the COVID-19 pandemic, HOME-American Rescue Plan (HOME-ARP), HUD has awarded \$4,671,199.00 in HOME-ARP funds assist individuals and households; and

WHEREAS, this request constitutes an amendment to the PY 47 Annual Action Plan and, as such, requires a public notice, Citizen Union consideration, and City Council authorization; and

WHEREAS; the City issued a request for public comment on the recommended use of these funds.

NOW THEREFORE BE IT RESOLVED, that since the city has provided required public notification and has obtained citizen union recommendations, the Mayor of the City of Bridgeport or the designated individual (Director of Planning and Economic Development) is hereby authorized and empowered to sign all contracts, documents, and/or agreements (and to take such other reasonable actions) as necessary to implement the activities listed above in an expedient fashion and in accordance with all of HUD's *HOME Investment Partnerships Program and HOME American Rescue Plan* rules, regulations, and requirements.



City of Bridgeport, Connecticut
Office of the City Clerk

Committee on ECD and Environment
Item No. 33-22

-2-

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

Maria I. Valle, *Co-Chair*

Scott Burns, *Co-Chair*

Rosalina Roman-Christy

Michelle A. Lyons

Mary A. McBride-Lee

Tyler Mack

Rolanda Smith

City Council Date: March 20, 2023

The City of Bridgeport

HOME-American Rescue Plan Grant
Allocation Plan

DRAFT



Housing & Community Development
999 Broad Street, Bridgeport, CT 06604

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HOME-ARP Allocation Plan

Participating Jurisdiction: City of Bridgeport, CT

Date: 1/23/2023

Introduction

In September 2021, the U.S. Department of Housing and Urban Development announced the allocation of \$4,671,199 to the City of Bridgeport, CT for a new grant called the HOME Investment Partnerships Grant American Rescue Plan (HOME-ARP). The purpose of HOME-ARP funds is to provide homelessness assistance and supportive services through several eligible activities. Eligible activities include acquisition and development of non-congregate shelter, tenant based rental assistance, supportive services, HOME-ARP rental housing development, administration and planning, and nonprofit operating and capacity building assistance.

HOME-ARP funds must assist people in HOME-ARP "qualifying populations", which include:

- Sheltered and unsheltered homeless populations
- Those currently housed populations at risk of homelessness
- Those fleeing or attempting to flee domestic violence or human trafficking
- Other families requiring services or housing assistance or to prevent homelessness
- Those at greatest risk of housing instability or in unstable housing situations

To receive funding, the City must develop a HOME-ARP Allocation Plan which describes the distribution of HOME-ARP funds and identifies any preferences for eligible activities. This plan will be submitted and approved by HUD. The development of the HOME-ARP Allocation Plan must also be informed through stakeholder consultation and public engagement. The following is the City's HOME-ARP Allocation Plan.

Consultation

Summarize the consultation process:

The City of Bridgeport's consultation process included developing and disseminating an online stakeholder survey to capture broad assessments of the community needs, input on gaps in service delivery and uses for the ARP allocation. The online survey was open from December 11, 2022, through January 31, 2023. The survey included seven ARP program-specific questions and one open ended comment for community needs assessment. The survey received 12 respondents, including those representing homeless services providers, the Continuum of Care (CoC), Fair Housing agencies, affordable housing developers, homeless service providers, domestic violence advocacy groups, and Veteran's Groups, and others.

The City also held multiple virtual meetings with stakeholders regarding HOME-ARP. Meetings were held on November 23, 2021, September 22, 2022, November 18, 2022, and January 11, 2023. Stakeholders that participated in the consultation include: The Housing Collective (CoC), Central Connecticut Coast YMCA (service provider), Recovery Network of Program (medical service provider, serving persons with disabilities), Hartford Healthcare (Healthcare, Organization Serving People with Disabilities), Operation Hope (Homeless service provider), Catholic Charities (Homeless service provider), Rescue Mission (DV service provider; Homeless service provider), Alliance for Community Empowerment, The Center for Family Justice (Domestic Violence/Sexual Assault Service Provider), Homes for the Brave (Homeless service provider), Park City Communities (Bridgeport Housing Authority), Southwest Community Health Center (healthcare services, Organization Serving People with Disabilities), Optimus Healthcare (Organization Serving People with Disabilities), Regional Youth Adult Social Action Partnership (supportive services), City of Bridgeport Department of Social Services (local government)

Discussion topics during the meetings included: HOME-ARP grant funding overview, supporting vulnerable Bridgeport households through collective efforts, aligning strategies with statewide Department of Housing workplans and policies, community needs (including TBRA, shelters including seasonal or warming shelters, more affordable housing), pros and cons to developing a non-congregate shelter (NCS). Stakeholders concluded non-congregate shelter is needed to temporarily house the most vulnerable persons experiencing homelessness, but those persons will still be in need of permanent housing. If funds are used to increase housing stock, the preferred path would be for acquisition and preservation of affordable housing or strategies to engage property owners and landlords to participate in the program as opposed to constructing new units. Among the homeless crisis response system, TBRA was discussed as the preferred use of funds.

List the organizations consulted, and summarize the feedback received from these entities.

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Feedback
The Housing Collective	Continuum of Care Lead	Direct Discussions; Survey	Top needs include supportive services, lack of affordable housing, and homeless prevention. Best use of funds would be TBRA, supportive services and development of affordable housing. Prevention and short-term rental assistance are most needed.
Bridgeport Housing Authority	Housing Authority	Direct Discussions; Survey	Gaps exist in the production and preservation of affordable housing. Additionally, individuals and households who participate in affordable housing programs do not have access to the supportive services and case management they require to remain self-sufficient. Residents on the lower end of the income spectrum who reside in subsidized housing have been hard hit by the fallout of the pandemic. Rental assistance dollars are in high demand. Construction costs are skyrocketing. Consequently, deals which would have been possible 12 months ago are no longer possible in this financial climate. More funding is needed to cover these increased costs and to close the financial gaps that are causing projects to stagnate. Residents of the housing authority owe approximately \$1.2M in rental arrears and the evictions are being executed. There is an exponential need for rental assistance dollars for the public housing population.
Homes for the Brave	Veterans' Group, Organization Serving People with Disabilities, Homeless Service Provider	Direct Discussions; Survey	There is a significant lack of available affordable housing units, especially to give individuals with poor credit or criminal histories a second chance even when they have case management or vouchers. We need more development of affordable housing in safe neighborhoods. It doesn't matter if it is rehabilitated buildings or development of new units. Supportive services are needed to prevent homelessness including financial support as well as case management, counseling, budgeting etc. Services are just as important in prevention as financial support. Clients are facing difficulties with

			unreasonable rent requirements, unreasonable credit scores and if they have had difficulties in the past, the issues follow them too far into the future making second chances too difficult.
Alliance for Community Empowerment	Fair Housing, Community action agency	Direct Discussions; Survey	The biggest unmet need is affordable rental housing availability. TBRA is also needed. There are not enough safe shelters for families.
Southwest CT Mental Health System	Homeless Service Provider, Organization Serving People with Disabilities	Direct Discussions; Survey	Greatest unmet needs: Availability of affordable housing; cap on rental increases; fair housing commission or committee is needed. For NCS, individual rooms rather than a traditional shelter would need to be a carefully thought-out program; concerns around length of stay, admission criteria, etc.
Operation Hope	Homeless Service Provider, Organization Serving People with Disabilities, CoC Member, Housing programs and Provider of Affordable Housing	Direct Discussions; Survey	There are gaps in affordable units, subsidies, and flexible funds to move people out of homelessness quickly. A big challenge is meeting all the criteria needed to get into a housing unit and the extremely high costs of rents and competition for units puts the people we serve at a disadvantage.
Optimus Health Care	Homeless Service Provider, Continuum of Care Member, Federally Qualified Health Care Center	Direct Discussions; Survey	Biggest gaps: Affordable housing and availability of housing. We need more availability of studio and 1-bedroom apartments under \$1,000 per month. Better case management and collaboration is needed for service delivery. Affordable housing in the Bridgeport area is the #1 issue that our Community Health Workers face. Being able to communicate with a point person who knows the resources would be most helpful.
Alpha Community Services YMCA	Homeless Service Provider	Direct Discussions; Survey	There are not enough affordable rental units and not enough funding for staff to provide services to the homeless. Services are a key component to maintaining people in their units once housed. We do not need any more shelters. We need permanent supportive housing. We can use more space just for cold weather 24-hour services.
The Center for Family Justice	Domestic Violence/Sexual	Direct Discussions;	Lack of transitional housing or safe non-congregate shelter are the largest needs.

	Assault Service Provider	Survey	Often the housing case managers are stretched thin and do not provide the level of case management needed to assist clients with locating housing even after the funds are provided. The housing is so competitive that often the only apartments that are left for folks are in very unsafe areas, or the landlords are asking for tenant income to be 3xs the monthly rent, which is impossible for the majority of our clients to ever obtain. This could be due to all the NYC transplants coming from the City during the pandemic and relocating to CT using New York money to put towards housing. It could also have something to do with landlords raising rent in order to recoup the losses they suffered during the pandemic. The result is that clients are left with the scraps of properties that no one would want to spend a night in, let alone live in.
Bridgeport Rescue Mission	Homeless Service Provider, Domestic Violence/Sexual Assault Service Provide	Direct Discussions; Survey	There is insufficient affordable housing inventory. Financial assistance needs to be provided to support those who are experiencing rent hikes at 50% or above previous rent amounts.
Recovery Network of Programs, Inc.	Homeless Service Provider	Direct Discussions; Survey	The gap is the lack coordination of housing resources outside of the CAN system. Citywide coordination with CAN providers will help with maximizing resources, track outcomes and needs which can potentially serve more households, families, individuals. HOME-ARP funding can be provided to the existing shelter for capital improvements. A few challenges clientele face include those with eviction histories have a most difficulty obtaining housing opportunities, those with limited or fixed incomes cannot afford fair market rent rates, those coming out of incarceration struggle with obtaining gainful employment where they are able to obtain and maintain housing. The City should have a variety of affordable housing, rental assistance and homeless prevention options that can meet different needs of those in the community.
The Housing Collective	Homeless Service Provider,	Survey	The major challenge now is that households with one or more working adult can no longer



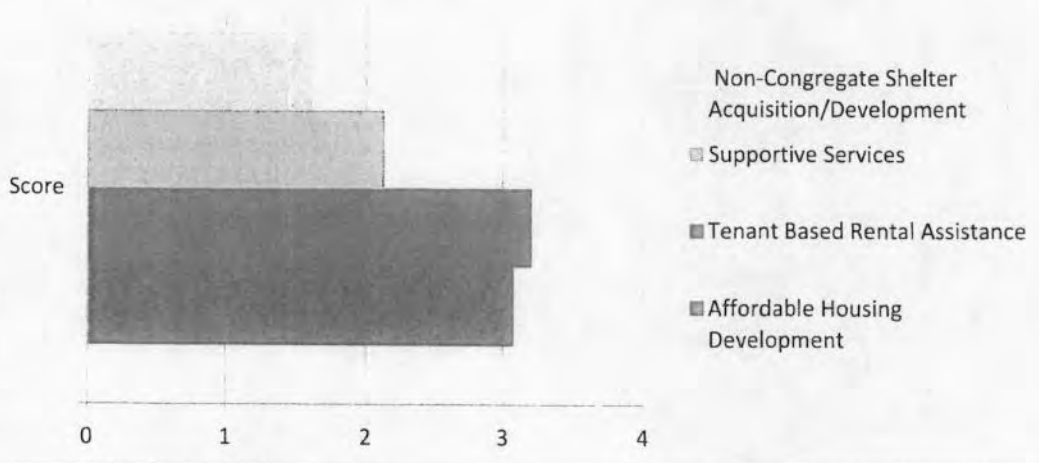
Continuum of
Care Member,
Affordable
Housing

afford the cost of rent in Bridgeport or surrounding towns. The number of entries into the crisis response system is growing exponentially with a large cohort of households experiencing homelessness or housing instability due to economic challenges. With rents in the BPT area increased by at least 15% since 2021, we are facing a crisis that is not being addressed sufficiently and the problem will not go away without action. Maximizing on opportunities such as stimulus funds through HOME ARPA and other funding is the only chance for us to make sure that BPT's affordable housing issues do not become a tsunami for a large increase of literal homelessness -- we are already seeing unsheltered numbers rise, with many families living in their cars in the midst of winter in BPT. This is an unsafe and unsustainable problem that is going to get much, much worse. Based on current increased inflow for those experiencing literal homelessness and housing instability, having immediate access to housing due to lack of housing inventory is a critical gap in our system. In addition, having sufficient funds to address the increased need to prevent housing loss through a potential pool of housing stability funding is also a critical gap in meeting community need. I also see this as an opportunity to engage landlords and property owners to ensure that once a person is given a rental assistance voucher that they are able to use the subsidy. Potentially providing sign on bonuses to landlords to build on the existing inventory of affordable housing stock would be certainly help - my concern regarding using HOME ARPA to develop new properties wouldn't take \$4.5 very far, wouldn't add a lot of housing, and wouldn't accurately address the current crisis of unsheltered homelessness in the city of BPT.

Summarize feedback received and results of upfront consultation with these entities:

TBRA was ranked as the top best use of HOME-ARP funds, slightly above the need for affordable rental housing development. However, in-person stakeholder discussions concluded that developing new rental housing was the least preferred; rather, acquisition and preservation of affordable housing strategies would be worth pursuing. McKinney-Vento Supportive Services (prevention, outreach, shelter, transitional housing, supportive services, short-term rent subsidies, etc.) were ranked as the third priority. Stakeholder meetings also included conversations on the need for emergency shelter. Non-congregate shelter is needed in the community; however it is not a permanent solution and does not end homelessness. Comments and insights noted the lack of affordable housing as inadequate to meet the city's needs, especially the QPs. Affordable rental housing development and TBRA were tied as the best use of funds among stakeholders.

Ranking the eligible uses of HOME-ARP funds in terms of priority.



Public Participation

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:

- ***Date(s) of public notice 2/13/2023***
- ***Public comment period: start date - 2/13/2023 end date - 2/28/2023***
- ***Public hearing: 2/28/2023***

Bridgeport held one public hearing to discuss the development of the HOME-ARP Allocation Plan, which incorporated information and discussion of community needs and eligible activities related to HOME-ARP, along with an opportunity for the public to provide comments on the proposed budget and activities. A list of eligible HOME-ARP activities and the City's proposed HOME-ARP budget was also presented. The draft Allocation Plan was also posted on the City's website for public viewing and comment.

Describe any efforts to broaden public participation:

The public notice was posted in both English and Spanish. The City of Bridgeport also posted the public notice, draft HOME-ARP allocation plan, and presentations on the City's website.

Summarize the comments and recommendations received through the public participation process:

Pending conclusion of the public participation process.

Summarize any comments or recommendations not accepted and state the reasons why:

Pending conclusion of the public participation process.

Needs Assessment and Gaps Analysis

Describe the size and demographic composition of qualifying populations within the PJ's boundaries:

Homeless as defined in 24 CFR 91.5

The CoC releases an annual Point-in-Time (PIT) Count that includes valuable data for addressing the needs of residents who are experiencing homelessness. The 2020 Bridgeport PIT count data was used to capture the most recent and relevant homeless population data due to alterations in methodology during the 2021 count to mitigate the effects of the COVID-19 pandemic.

According to the 2020 PIT Count, white persons and make up the majority of the population experiencing homelessness. Nearly 45% of people experiencing homelessness are White/Caucasian, 43% are Black or African American, and the remaining 12% are American Indian, Asian or multi-racial. Forty-one percent of the homeless population identifies ethnically as Hispanic/ Latino. About 73% of homeless individuals are over the age of 24, 6% are ages 18-24 and 21% are under the age of 18. All children belong to households with other adults. There are no homeless child only households. Thirty-six adults (14%) are chronically homeless, and 37 (14%) adults are Veterans.

Homeless Needs Inventory and Gap Analysis Table

Homeless												
	Current Inventory				Homeless Population				Gap Analysis			
	Family		Adults Only		Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family		Adults Only	
	# of Beds	# of Units	# of Beds	# of Units					# of Beds	# of Units	# of Beds	# of Units
Emergency Shelter	140	-	59	59								
Transitional Housing	12	-	87	87								
Sheltered Homeless					105	129	37	40				
Unsheltered Homeless					0	22	0	0				
Current Gap									47	-	-5	-5

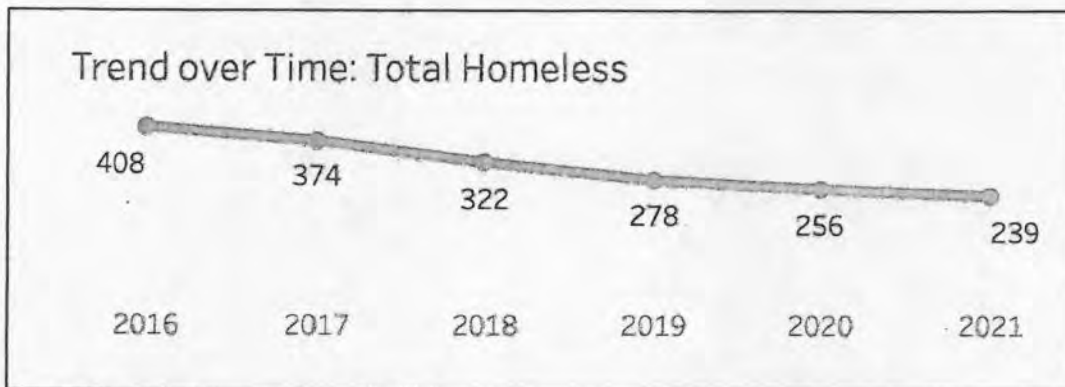
Data Sources: 1. Point in Time Count (PIT); 2. Continuum of Care Housing Inventory Count (HIC); 3. Consultation

Table: Demographic Composition Of Homeless Persons

Demographic	Percentage	Total
Adult(s) with no Children Household (Single-person or two adults) *	58.2%	149
Family Household (Adult with children)	41.0%	105
Single Children Household	0.0%	0
White	44.9%	115
Black or African American	42.6%	109
Other Race	12.5%	32
Veteran	--	37
Mental Illness	--	16
Domestic Violence Experience or Fleeing	--	40

*Household type was not reported for 2 individuals experiencing homelessness on the night of the Count.

Data Sources: 1. Point in Time Count (PIT)



Data Sources: Point in Time Count (PIT)

Populations At-risk of Homelessness as defined in 24 CFR 91.5

HUD defines those at risk of homelessness as individuals and families who have an income at or below 30% of the area median income (AMI), do not have sufficient resources or support networks to prevent them from becoming homeless, or live with instability. According to HUD's 2015-2019 CHAS data, the City has 14,650 households with incomes at or below 30% AMI, (2% of all city households). Eighty-six percent of these households are renter households. Households at-risk of homelessness include an estimated 13,515 households who are severely cost burdened, paying over 50% of their income toward housing and 11,410 who are cost burdened (above 30%, less than 50%). Of the severely cost burdened, 7,700 are renting households with extremely low-incomes (<=30%) and considered at greatest risk of housing instability. An estimated 16,470 LMI (<=80% AMI) renters are cost burdened at the 30% mark, equaling approximately 33% of total households in the City.

Additionally, according to ACS data, 44% (7,699 households) of cost burdened renters earned less than \$20,000 between 2017-2021, while only approximately 4,998 rental units offer a gross rent price within the needed range to prevent being cost burdened. In other words, there is a lack of about 2,7010 affordable rental units for households making under \$20,000 a year. The residents

who reside in public housing in Bridgeport are amongst the lowest earners in the City. Currently, the public housing resident-base owes well over \$1M in rental arrears. Evictions are proceeding and over the next 4-6 months, the City will reach a crisis level in homeless numbers. Per the Housing Authority, this population often includes the elderly, disabled, chronically homeless, and youth aging out of the foster system.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

Due to lack of reporting, the number of victims fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking are not available for the City, however data is reported at the state level. The Connecticut Department of Emergency Services and Public Protection reported that 15,500 family violence arrest incidents were reported in 2020 across the state. A total of 15,324 individuals were identified as victims. A closer look at the victim total shows that 10,289 victims were female (67.1%) and 5,035 were male (32.9%). According to the National Coalition Against Domestic Violence 37.7% of Connecticut women and 33.9% of Connecticut men experience intimate partner physical violence, intimate partner sexual violence and/or intimate partner stalking in their lifetimes. The Connecticut Coalition Against Domestic Violence reported that in 2021, 38,989 domestic violence victims and their families received services from victim service providers across the state. In 2020, 47 cases of human trafficking were reported to the Human Trafficking Hotline in Connecticut. The Department of Children and Families (DCF) Human Anti-trafficking Response Team (HART) reported that 210 victims of Human Trafficking received services across the state in 2018. Over 87% of the victims served were female. Forty-six percent of the victims were Hispanic, 26% were Caucasian, 19% were African American, and 9% were multi-racial. Race and ethnicity were combined in this report.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice

There is a large overlap between those at-risk of homelessness (above data) and households in need of assistance to prevent homelessness or at greatest risk of housing instability. Lack of affordability is the primary issue highlighted in data and consultation. According to CHAS, of the severely cost burdened, 7,700 are renting households who are also in the extremely low-income range ($\leq 30\%$) and considered at greatest risk of housing instability.

While we don't have data that matches the exact definition of QP #4, we can glean general demographics and need from looking at the City's poverty levels. Poverty is often a direct correlation as it relates to households requiring housing assistance to prevent homelessness or to those being at-risk of housing instability. According to ACS, there are 27,630 (19% of City) residents below the poverty level, of which 35% are under 18 years old. Of those living under the poverty level, an estimated 7,764 (28%) are Black, 3,862 (14%) are White, 5,411 (19.6%) are multiracial, and 9,349 are some other race (34%). Approximately 63% of the population under the poverty level identify as Hispanic or Latino. Females experience a higher rate (16,178) of poverty than males (11,452).

Describe the unmet housing and service needs of qualifying populations:

Homeless as defined in 24 CFR 91.5

Supportive services and assistance in transitioning out of emergency shelters and into permanent housing is the primary service need. The need for improved case management has been an observation made by stakeholders. Challenges of a lack of affordable housing, supportive services, and a need for emergency shelter were a common unmet need themes highlighted from the stakeholder's input. Service needs for both sheltered and unsheltered persons include a greater capacity to offer healthcare services, disability assistance, mental healthcare, as well as housing counseling, financial workshops, job training, skills training.

The primary unmet need as it pertains to homeless needs inventory is the availability of beds adults who are experiencing homelessness. According to PIT count and HMIS analysis, there is a need for at least five additional emergency shelter beds and units in order to provide housing services for all homeless adults identified in the PIT Count. It should be noted that the PIT Count is a count of the homeless population on a single night, and the actual number of persons experiencing homelessness is likely greater.

Populations At-risk of Homelessness as defined in 24 CFR 91.5

ACS estimates approximately 59% of the city's renters are cost burdened (paying over 30% of income to housing costs), or approximately 19,426 total renter households. Lack of affordable housing inventory and a persistent affordability gap challenge both populations recovering from homelessness and those households at risk of homelessness or housing instability. Those at-risk of homeless or housing instability often need short-term subsidies such as mortgage/rent assistance to avoid foreclosure or eviction, as well as utility assistance to avoid shutoff or security deposits to allow new rental contracts. Stakeholder feedback highlighted the need for more housing vouchers and challenges for households to find affordable housing with a voucher. There is an exponential need for rental assistance dollars for the public housing population. Supportive services such as prevention, housing or financial counseling, landlord mediation for eviction proceedings will also benefit these groups.

Bridgeport Housing Authority reported the need for homeless prevention and assistance dollars. The Housing Authority reported that residents of the housing authority owe approximately \$1.2M in rental arrears and residents are facing eviction. In twelve months' time, affordable housing waitlists in Bridgeport have seen a 94% increase and the CAN has exceeded its service capacity. The housing authority's housing choice voucher participants are unable to find affordably priced units in the private market. On average, voucher participants lease at a 60% success rate in Bridgeport which is far behind the notational average. Consequently, there is a desperate need for new construction and preservation projects. Homeless prevention and rental assistance dollars are urgently needed for this population.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

According to the 2022 Domestic Violence Counts Report conducted by the National Network to End Domestic Violence, there were 54 requests for shelter, housing, and other supportive services that could not be provided due to lack of resources on the day of the count in Connecticut. Approximately 39% of these unmet requests being for housing and emergency shelter. In 2021, the Connecticut Coalition Against Domestic Violence reported that 2,510 victims and their families received domestic violence housing services across the state and the average shelter utilization rate was 156%, meaning that the shelters ran over capacity throughout the year.

Stakeholders cited the lack of transitional housing or safe non-congregate shelter as a primary need. Often the housing case managers are over assigned and do not provide the level of case management needed to assist clients with locating housing even after the funds are provided. The housing is so competitive that often the only apartments that are left for folks are in very unsafe areas, or the landlords are asking for tenant income to be three times the monthly rent which is impossible for the majority DV survivor clients to obtain. The result is that clients are moving into unsafe units and still facing housing instability.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice

The unmet needs for the populations needing assistance to prevent homelessness or at risk of greater housing instability mirror those from above, including rental payment assistance or utility deposit assistance and development of affordable rental housing units. Those requiring housing assistance to prevent homelessness or those at greatest risk of housing instability often need short-term subsidies such as mortgage/rent assistance to avoid foreclosure or eviction, as well as utility assistance to avoid shutoff or security deposits to allow new rental contracts. Housing counseling, mental health services, and homeless prevention were highlighted during our consultation as service needs for those at greatest risk of housing insecurity. Healthcare assistance greatly benefits those at-risk of housing instability who are also disabled or elderly in order to help mitigate the challenges of either paying housing costs or medical costs.

Residents who have previously experienced homelessness or are currently receiving some type of rental assistance may need the assistance to continue for a short or long period of time. Funding existing services and housing assistance programs is important for the housing stability of these individuals and families.

Identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing:

The Connecticut Coalition to End Homelessness (CCEH) is the Continuum of Care for the state of Connecticut. The City of Bridgeport works closely in partnership with CCEH to prevent and end homelessness in Connecticut. The CCEH has an extensive list of partner organizations, including public and private institutions, nonprofits, and local government agencies which serve the homeless throughout the CoC and work toward the goal of ending homelessness.

Within the City of Bridgeport, several organizations provide emergency shelter and transitional housing for qualifying populations. **Alpha Community Services YMCA** operates a 110 bed emergency shelter in addition to its Jean Wallace Transitional Housing facility, which has 26 transitional housing beds. **Bridgeport Rescue Mission** has a total of 11 emergency shelter beds. Other nearby organizations serve Bridgeport residents, including **Homes with Hope** with 16 emergency shelter beds and **Inspirica** with 42 emergency shelter beds and 63 transitional housing beds.

For youth that are homeless, there are two emergency shelters. **The Council of Churches of Greater Bridgeport** has 4 child-only beds and **Kids in Crisis** has a facility with 12 child-only beds.

Permanent supportive housing is also available throughout the City and neighboring communities. PSH providers include **Alpha Community Services YMCA, Bridgeport Housing First Collaborative, Catholic Charities of Fairfield County, Family and Children's Agency, Homes with Hope, Inspirica, Laurel House, Mid-Fairfield AIDS project, Open Door Shelter, Operation Hope, Pacific House, Recovery Network of programs, Southwestern CT, St. Vincent CRS and The Connection Milestone**. Through these providers, over 1,600 permanent supportive housing beds are available in the Bridgeport area.

Veterans in the City and throughout the CoC are served with transitional housing and permanent supportive housing. **ABRI Homes for the Brave** has three facilities with a total of 66 beds reserved for veterans. The Veterans Administration (VA) uses VASH vouchers to house 81 veterans with permanent supportive housing. **The Connection's Milestone** facility has 10 permanent supportive housing beds reserved for veterans.

The **Center for Family Justice** provides crisis intervention, supportive services, emergency shelter, and more for adults and children fleeing violent and abusive situations. The Center for Family Justice also has a facility with 15 transitional housing beds, offering up to 60 days of shelter for victims in addition to counseling and advocacy services.

The **Connecticut State Department of Housing** operates a tenant-based rental assistance program.

Many of the organizations listed above also provide supportive services to qualifying populations to help provide stability and sustainable housing. Locally available supportive services include food pantries, clothing, hygiene services, transportation, mental health and substance use treatment, general health services, crisis intervention, case management, counseling, advocacy, and more.

Identify any gaps within the current shelter and housing inventory as well as the service delivery system:

As noted above, the primary gap in the housing inventory is the availability of quality, affordable housing units of multiple sizes in neighborhoods throughout the City. As highlighted above, for households earning under \$20,000, there is a shortage of over 2,700 affordable rental units. In the City, the estimated vacancy rate is 3.2% with low-income renters most at risk of being unable to find affordable units. Stakeholders noted that many low-income renters are competing with new residents moving to the City that are able to pay an increased rent. Lack of affordable housing inventory has contributed to cost burden, overcrowding, housing instability, and homelessness.

Service delivery needs include case management, mental health and substance use treatment, general health services, crisis intervention, housing counseling, budgeting, and job training. More specifically, there is a high need for support services that address the root causes of homelessness and housing instability. If people are receiving services, they are more likely to remain stable in housing once placed in permanent housing. To appropriately address ongoing needs, case managers meet with household members as needed, create housing and treatment plans and connect them with the services they need based on assessments. Without this ongoing relationship, many households who've exited homelessness are more likely to return to the instability that cause their past homeless episode to begin with. During stakeholder consultation, service providers reported that case managers have large caseloads and do not have the capacity to fully serve the households in need. Additional case managers are needed to improve capacity.

Identify the characteristics of housing associated with instability and an increased risk of homelessness if the PJ will include such conditions in its definition of "other populations" as established in the HOME-ARP Notice:

The City of Bridgeport recognizes the definition of Other Populations set forth by HUD in the CPD Notice (Families Requiring Services or Housing Assistance to Prevent Homelessness or At Greatest Risk of Housing Instability). The criteria related to these categories include households/persons who are (1) extremely low-income with a severe cost burden, or households with (2) an annual income that is less than or equal to 50% of the area median income meet one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at 24 CFR 91.5. No further characteristics of housing instability have been defined in the City's ConPlan; thus, the City will use the criteria listed in first six conditions listed in the "At risk of homelessness" definition established at 24 CFR 91.5.

Identify priority needs for qualifying populations:

The community needs assessment identified the following priority needs:

1. Lack of affordable housing
2. Rental assistance
3. Supportive Services

During consultation, many stakeholders concluded that due to the shortage of housing stock and extremely high rent cost in the community, the development of affordable housing units where rent will be based on income would be the most efficient approach to housing individuals and families who are on fixed, at or below poverty income levels.

For homeless populations, priority needs include rapid re-housing and supportive services to achieve housing stability. Those who are experiencing or are at-risk of homelessness need access to more affordable housing and shelter options that provide short-term, mid-term, and long-term interventions. Those who are at-risk of homelessness have a strong need for homelessness prevention and stabilizing services, while those who are currently homeless or experiencing chronic homelessness need more street outreach and case management services. Persons fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking have a particular need in emergency and transitional housing support as well as pertinent supportive services. For households experiencing housing instability or who are at-risk of homelessness, priority needs include providing appropriate supportive services, including medical and mental health treatment, counseling, supervision, transportation, case management services, and other services essential for achieving independent living to help prevent homelessness and increase housing stability. However, most of these households will also need a livable wage and supportive services to create long-term self-sufficiency.

Explain how the level of need and gaps in its shelter and housing inventory and service delivery systems based on the data presented in the plan were determined:

The gaps in services and programs needed to provide shelter, housing, and services were determined using data and feedback from multiple sources. To determine the level of need and gaps, the City of Bridgeport looked at both qualitative and quantitative measures. Data from the U.S. Census and CHAS data were used in partnership with feedback and on-the-ground insights from key stakeholders in the area. The takeaways from data analysis and stakeholder input were incorporated into the needs assessment.

HOME-ARP Activities

Describe the method for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors and whether the PJ will administer eligible activities directly:

The City expects to administer programs through an application process. Once the City has received the full HOME-ARP grant award from HUD, the City will conduct a Request for Proposals for a specified period of time to make it a more competitive process in awarding these funds. During that time any organization, developer, subrecipient, or Community Housing Development Organization (CHDO) is eligible to apply. At the close of the application period, all applications received will be reviewed for completeness, eligibility, and their ability to deliver on the priority needs identified within this plan. Each applicant will also be reviewed for their ability to carry out the project meeting all eligibility criteria.

Award(s) will be made based on the applicant's project scope as it pertains to the outlined priority needs in this plan as well as the applicant's familiarity with utilizing federal funding and ability to comply with all federal and local requirements.

The City will consider using the ESG program as a potential source to operate NCS developed with HOME-ARP funding. The ESG program funded emergency shelter will target homeless individuals and families. The HOME-ARP NCS will provide shelter access through a HOME-ARP referred method, which includes the option to utilize HOME-ARP Expanded Coordinated Entry or Coordinated Entry and other Referral Methods

If any portion of the PJ's HOME-ARP administrative funds were provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

The City will administer the program. The City has not yet used the HOME-ARP administrative funds.

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$750,000		
Acquisition and Development of Non-Congregate Shelters	\$2,500,000		
Tenant Based Rental Assistance (TBRA)	\$720,520		
Development of Affordable Rental Housing	\$0		
Non-Profit Operating	\$0	0 %	5%
Non-Profit Capacity Building	\$0	0 %	5%
Administration and Planning	\$700,679	15 %	15%
Total HOME ARP Allocation	\$4,671,199		

Additional narrative, if applicable:

The City's goal is to seize this opportunity by using the HOME-ARP funding to **upgrade or expand the stock of shelter for people experiencing homelessness and other populations by creating non-congregate shelter, provide much needed rental assistance to households that need immediate and ongoing assistance to avoid being evicted along with other supportive service, and provide TBRA rental assistance to households that need are unable to afford market rate rents without a rental subsidy.** Ultimately, this funding will help to meet the needs of qualifying populations and make significant, long-term investment in our community.

There are many options on how we can use the HOME-ARP funds. After a thorough evaluation, the City is opting to focus on using the HOME-ARP funding specifically on:

- Acquisition and development of non-congregate shelter to create private temporary units/rooms for households experiencing homelessness or fleeing abusive situations. This may include the acquisition of land and construction of HOME-ARP NCS or acquisition and/or rehabilitation of existing structures such as motels, or hotels, or other facilities to be used for HOME-ARP NCS.
- A portion (16%) of the HOME-ARP allocation will go towards assisting QP persons and households to prevent eviction and provide other supportive services.
- A portion (15%) of the HOME-ARP allocation will go towards assisting QP persons and households with TBRA rental assistance.

Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

There is a significant need for all eligible activities that could be funded with HOME-ARP funds. Gaps exist for rental assistance, affordable housing stock, shelter availability, and there is a need for more homeless and homeless prevention supportive services. Bridgeport identified activities that will best assist individuals and families of the most vulnerable qualified populations by reviewing the community needs assessment, incorporating both analyzed housing and shelter data, and the stakeholder feedback of the current trends. Stakeholder discussions highlighted that NCS would be a good starting point and is highly needed for the most vulnerable homeless population, but affordable units would still be needed to permanently house those sheltered. NCS could potentially address each need via segmenting funding allocations with funds directed to each project type based on community need. Additionally, stakeholders suggested that funds should be used be for acquisition and preservation to increase affordable rental housing. Stakeholders indicated that acquisition and rehab would be a more efficient use of the funds than new construction.

Many stakeholders in the homeless crisis response system agreed that TBRA is the preferred use of funds. TBRA needs to be accompanied by supportive services to ensure that households provided with rental assistance are assessed for service needs and root causes of homelessness. A portion of funds also need to be directed to housing stability services to ensure that those exiting homelessness or unstably housed situations have the tools they need to achieve future housing stability.

HOME-ARP Production Housing Goals

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

Not applicable. The City estimates to assist 100-130 households with TBRA. The money to develop NCS will provide an estimated 40-60 more units.

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how it will address the PJ's priority needs:

Not applicable.

Preferences

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

The City will not provide preferences to any population or subpopulation.

HOME-ARP Refinancing Guidelines

The City does not intend to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing.