

**HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE  
AGENDA**

**January 26, 2017**

**7:30 PM, ROOM 231**

**I. WELCOME AND ROLL CALL**

**II. APPROVAL OF MINUTES**

December 8, 2016

**III. PUBLIC PARTICIPATION**

**IV. NEW BUSINESS**

**ACTION ITEMS:**

1. Authorize the Mayor, Harry W. Rilling, to enter into EQUIPMENT SHARING AGREEMENT for the MULTI-TOWN/AGENCY EQUIPMENT COOPERATIVE through the Intertown Capital Equipment Purchase Incentive (ICE) Program.
2. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to accept funds related to the ICE Grant Program, which will be the City of Norwalk's share of the \$160,037.00 grant.

**DISCUSSION ITEMS:**

1. Review and discuss the following Department Operating and Capital Budgets:
  - a. Police Department
  - b. Fire Department
  - c. Health Department
  - d. Youth Services
  - e. Fair Housing
  - f. Early Childhood
2. Director of Social Services

**V. OLD BUSINESS**

**VI. ADJOURNMENT**

**CITY OF NORWALK  
HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE  
SPECIAL MEETING  
DECEMBER 8, 2016**

**ATTENDANCE:** Faye Bowman, Chair; Michelle Maggio, Eloise Melendez,  
Michael DePalma

**OTHERS:** Police Lt. T. Blake, Assistant Fire Chief Gino Gatto

**WELCOME AND ROLL CALL**

Ms. Bowman called the meeting to order at 6:35 p.m. A quorum was present.

**APPROVAL OF MINUTES**

**October 27, 2016**

**\*\* COUNCIL MELENDEZ MOVED THE MINUTES OF OCTOBER 27, 2016.  
\*\* THE MOTION TO APPROVE THE MINUTES OF OCTOBER 27, 2016 AS  
SUBMITTED PASSED UNANIMOUSLY.**

**PUBLIC PARTICIPATION.**

There was no one who wished to address the Committee members at this time.

**NEW BUSINESS**

**1. Refer the issue of Noise Control enforcement to the Ordinance Committee for further discussion and action to be determined by the Ordinance Committee.**

**\*\* MS. MAGGIO MOVED THE ITEM.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**2. Approve 2017 Calendar.**

**\*\* COUNCIL MEMBER DEPALMA MOVED TO APPROVE 2017 CALENDAR.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**DISCUSSION ITEM**

**1. Multi-Town/Agency Equipment Cooperative (ICE Grant)**

Asst. Fire Chief Gatto explained that there had been a cooperative operative agreement between Stamford, Darien and Greenwich for an Intertown Cooperative Equipment (ICE) Grant for purchasing tactical gear. Darien decided to opt out and Norwalk was asked if it wanted to participate. The department settled on the amount of gear that they wanted and the legal department has worked on the agreement. Greenwich dropped out at the last minute and Fairfield has opted in. Norwalk will be purchasing 15 sets of gear that will be split between the Fire Department and the Police Department. Norwalk Hospital will be purchasing 21 sets of gear.

Ms. Maggio asked if the gear would be assigned to an individual officer. Lt. Blake said that some of the gear will be stored in a rescue truck and the police officers will have the gear in the patrol cars. Discussion followed about the type of gear that will be needed and whether there would be mutual aid between the towns if needed.

Ms. Bowman asked about the line that Corporation Counsel has concerns about in the hold harmless clause of the contractual agreement. Assistant Chief Gatto brought copies of the agreement forward and indicated where the questions were.

Ms. Bowman asked what the City would have to do for the grant. Assistant Chief Gatto said that there were no matching funds, but they would be requested to render mutual aid to the other towns if needed. Discussion followed. Ms. Bowman said that she would check with Corporation Counsel about the agreement. She asked where the funding for the equipment would come from. Assistant Chief Gatto said the funds would come from their budget and the Police Department would take it from their Assets Forfeiture funding.

### **ADJOURNMENT**

**\*\* MS. MAGGIO MOVED TO ADJOURN.**

**\*\*THE MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 6:59 p.m.

Respectfully submitted.

S. L. Soltes  
Telesco Secretarial Services

**EQUIPMENT SHARING AGREEMENT  
MULTI-TOWN/AGENCY EQUIPMENT COOPERATIVE - ICE GRANT  
City of Stamford  
City of Norwalk  
Norwalk Hospital  
Town of Fairfield FD**

**WHEREAS**, General Statutes § 7-148cc establishes a process wherein municipalities may develop and implement Equipment Sharing Agreements to provide shared equipment and other assets; and

**WHEREAS**, Section 75 of Public Act 11-57 establishes the Intertown Capital Equipment Purchase Incentive (ICE) Program, intended to foster and enhance joint provisions of municipal and agency equipment sharing across town borders; and

**WHEREAS**, the exchange, furnishing or providing by one or more municipalities or agencies for joint use of certain equipment has been found to be of benefit to all participating municipalities or agencies, both in making more equipment available and in reducing the cost of such equipment use; and

**WHEREAS**, the City of Stamford, City of Norwalk, Norwalk Hospital and Town of Fairfield FD (“the Participating Municipalities and Agencies”) desire to enter into an Equipment Sharing Agreement for the shared use of equipment (set forth in Schedule A to this agreement);

**WHEREAS**, the Participating Municipalities and Agencies are in receipt of the following grant from the Intertown Capital Equipment (“ICE”) Purchase Incentive Program, General Statutes § 4-66m:

<u>GRANT</u>	<u>EQUIPMENT</u>	<u>GRANT AMOUNT</u>
Intertown Capital Purchasing Incentive (ICE)	Tactical Personal Protective Equipment (T-PPE)	\$160,037.00

**WHEREAS**, a portion of the equipment is expected to be purchased through the above referenced grant funding from the State of Connecticut as part of the ICE Program and the balance will be shared among the Participating Municipalities and Agencies as follows:

	<b># of sets</b>	<b>Total Cost</b>	<b>CT OPM share</b>	<b>Local share</b>
<b>City of Stamford</b>	48	\$96,022	\$76,818	\$19,204
<b>City of Norwalk</b>	15	\$30,007	\$24,006	\$6,001
<b>Norwalk Hospital</b>	21	\$42,009	\$33,607	\$8,402
<b>Town of Fairfield FD</b>	16	<u>\$32,007</u>	<u>\$25,606</u>	<u>\$6,401</u>
		\$200,045	\$160,037	\$40,008

**WHEREAS**, the ICE grant program is administered by the State of Connecticut Office of Policy and Management (“OPM”).

**NOW THEREFORE**, to accomplish the goal of providing necessary municipal services in an efficient manner by sharing equipment with neighboring towns, each Participating Municipality and Agency hereby adopts this Equipment Sharing Agreement (“the Agreement”) according to the following terms:

1. Title Owner: The City of Stamford shall be the “title owner” for the initial piece(s) of Equipment listed on Schedule A and it will be carried on its schedule of property for insurance. In the event of damage to the Equipment which results in an insurance claim, the deductible will be payable by the municipality or agency that had use of the Equipment at the time of the accident, said use defined herein as “care, custody, and control”. The insurer for the Title Owner represents and agrees that the deductible may be paid by a town or agency other than the title owner town and that such payment shall not prevent payment of the claim. For subsequent pieces of equipment covered by this Agreement, the designated title holder shall be defined in Schedule A as amended from time to time. Each Participating Municipality and Agency agrees to cover the equipment while in its care, custody or control, for general liability coverage.

2. Governing Committee: Each Participating Municipality and Agency shall appoint its chief executive officer or designee as the point of contact for this Agreement (collectively “the Committee”). The Committee shall address any concerns that come up which are not explicitly defined in the Equipment Sharing Agreement and will be the ultimate arbiter of any disagreements among towns and agencies relative to any aspect of the Agreement. The Committee will be advised by the public safety representative of each Participating Municipality and Agency relative to issues related to acquisition, use and maintenance of equipment.

3. Liability: Each Participating Municipality and Agency will be responsible for any liability issues including but not limited to claims by its employees and by third parties that arise out of an event that occurs while it has care, custody and control of the Equipment.

4. Hold Harmless: The Participating Municipalities and Agencies hereby agree to indemnify and hold harmless the title owner municipality, including its officers, representatives, agents and employees, from any and all claims of liability and expenses related to any claims that may arise from an occurrence or omission when the equipment is in the possession of another Participating Municipality or Agency. The foregoing indemnity shall include reasonable attorneys’ fees and costs, if applicable, and shall not be limited by reason of any insurance coverage limits whether or not such insurance coverage was acquired pursuant to this Agreement.

5. Amendments: The Agreement may be amended by vote of the legislative body of each Participating Municipality and Agency in the same manner as its adoption. The Participating Municipalities and Agencies agree that additional municipalities or agencies may join this Agreement through an amendment to the Agreement as set forth in this section. The process to allow additional members to join the Agreement shall be established by the Committee and made an exhibit to the Agreement. The Participating Municipalities and Agencies shall be empowered to add to or subtract from the listed equipment from time to time upon the majority vote of the Committee members without amendment to this Agreement. The title owner municipality shall notify its insurance carrier of any and all additions or subtractions. It shall be the responsibility of each Participating

Municipality and Agency to properly train its operators to use the equipment subject to this Equipment Sharing Agreement.

6. Operational Considerations: The following operational considerations shall be enforced by the Participating Municipalities and Agencies through their respective Committee representatives:

- a. Housing: The equipment shall be housed in the municipality or agency to last use it unless, by vote of the Governing Committee, the decision is made to house the equipment in a different location.
- b. Maintenance: The municipality or agency housing the equipment will be responsible for performing routine maintenance based upon the manufacturer's recommendations; keeping a log of equipment usage including utilization, operator and hours of use; inspecting the equipment in cooperation with the operator prior to and after each use by a Participating Municipality or Agency; completing a checklist on equipment condition before and after each use by a Participating Municipality or Agency; and documenting any damage in writing. Copies of any damage reports should be sent to the Governing Committee as soon as possible after the damage occurs.
- c. Insurance: The equipment will be covered under the City of Stamford's insurance policies. Any liability insurance of the municipality or agency that is using the equipment shall be considered primary over any other collectible insurance regardless of any other insurance clauses.
- d. Insurance Deductible: If equipment is damaged by operator negligence and insurance covers repair of the damage to the equipment, any deductible on that insurance will be the responsibility of the housing municipality or agency.
- e. Operating Costs: The housing municipality or agency will cover routine operating costs (maintenance, insurance).

The Committee may develop an equitable method for handling operating costs and more extensive repair and replacement costs. This fee schedule for operating costs and repair and replacement costs of each piece of equipment covered by the Agreement shall be set forth in Schedule B. The housing municipality or agency will periodically evaluate each piece of equipment acquired under this agreement and each year will provide the Committee with an estimate of the cost of maintenance for the coming fiscal year prior to the annual budget cycle so that each Participating Municipality and Agency can plan for the cost in its annual budget.

- f. Operator Proficiency: Each Participating Municipality and Agency shall be responsible for ensuring that its staff is competent to use the Equipment and for addressing staff performance issues under the municipality's or agency's personnel policies should the Equipment be misused or damaged by an operator of that municipality or agency.
- g. Scheduling Use: Scheduling will be managed by the public safety representative of each Participating Municipality and Agency.

h. Municipal and Agency Participation: The agreement will remain in force as long as at least two of the Participating Municipalities or Agencies, as may be amended from time to time, continue to participate.

7. Term: Subject to Section 10 herein, this Agreement shall remain in effect for five (5) years, beginning on the date last signed below (the Effective Date) and expiring five (5) years after the Effective Date. The Agreement shall automatically renew for successive terms of five (5) additional years unless all but one Participating Municipality or Agency provides a written notice to the others of its election not to renew the Agreement for another five (5) assessment years. Such notice must be provided at least sixty (60) days prior to the scheduled expiration of the original or any renewal term of the Equipment Sharing Agreement. Notwithstanding the foregoing, this Agreement shall terminate fifteen (15) years from the Effective Date.

8. Dispute Resolution: Disputes arising from the operation or interpretation of this Equipment Sharing Agreement that cannot be resolved by the Participating Municipalities and Agencies shall be submitted to mediation and arbitration to the American Arbitration Association (AAA) according to its rules and procedures.

9. Governing Law: This Equipment Sharing Agreement shall be governed by the laws of the State of Connecticut and the Participating Municipalities and Agencies hereby waive any choice of law. Any changes to the Equipment Sharing Agreement not within the scope of the powers granted to the Governing Committee shall be in writing in a document duly executed by each Participating Municipality and Agency. The Participating Municipalities and Agencies may separately execute counterpart originals of this Equipment Sharing Agreement (and any amendments thereto) which together shall be deemed to constitute one and the same agreement.

10. Adoption: This Agreement shall be adopted in accordance with General Statutes section 7-339c. The Participating Municipalities and Agencies agree to follow the procedures for review of this Agreement at least once every five years set forth in General Statutes § 7-148cc.

11. Execution: The Chief Executive Officer of each of the Participating Municipalities and Agencies is hereby authorized to execute this Equipment Sharing Agreement after authorization of the Agreement by the respective municipality's or agency's legislative body.

WHEREFORE, each Participating Municipality and Agency has duly approved and caused to be executed this Equipment Sharing Agreement on the dates set forth below, to be effective on the date last signed (the Effective Date).

**CITY OF STAMFORD**

**CITY OF NORWALK**

\_\_\_\_\_  
By: David R. Martin  
Title: Mayor  
Date:

\_\_\_\_\_  
By: Harry W. Rilling  
Title: Mayor  
Date:

**NORWALK HOSPITAL**

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By: Mike Daglio  
Title: President  
Date:

**TOWN OF FAIRFIELD FD**

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By: Michael C. Tetreau  
Title: First Selectman  
Date:



**SCHEDULE A**

**EQUIPMENT SHARING AGREEMENT:  
MULTI-TOWN EQUIPMENT COOPERATIVE**

**TITLE OWNER: CITY OF STAMFORD**

<b>Description</b>	<b>Purpose</b>
Level IV Rifle Plates (2)	Ballistic Protection
Rifle Plate Carrier	Ballistic Protection
Level IIIA Ballistic Helmet	Ballistic Protection
Knee Pads	Ortho Protection
Goggles	Eye Protection
LED Helmet Light	Scene Lighting
CAT Tourniquets (4)	Hemorrhage Control
ID Placards	Identification
Foxtrot Litter	Victim Evacuation
Other Accessories	Equipment Securement (ie: radio & TQ holsters)

**SCHEDULE B**

**EQUIPMENT SHARING AGREEMENT:  
MULTI-TOWN EQUIPMENT COOPERATIVE**

**FEE SCHEDULE FOR OPERATING, REPAIR AND REPLACEMENT COSTS**

*[to be determined by the Committee]*

Discussion Item #2

City of Norwalk, CT  
Monday, January 23, 2017

## Chapter 1. Charter and Related Laws

### ARTICLE X. Department of Social Services

#### § 1-353. Department of Social Services.

(Charter Amendment 2-10-1981.)<sup>[1]</sup>

There shall be a Department of Public Welfare, referred to elsewhere in the Charter, which shall be known as the "Department of Social Services."

[1] *Editor's Note: The Charter Amendment adopted 2-10-1981 also provided for the repeal of former §§ 1-353 through 1-361, which comprised former Art. X, Department of Public Welfare (Sp. Laws 1913, No. 352, § 171; Sp. Laws 1933, No. 331, §§ 1 and 2; Sp. Laws 1935, No. 505, §§ 1, 2, 3, 4, 5, 6 and 7).*

#### § 1-354. Appointment of Director.

(Charter Amendment 2-10-1981.)

There shall be a Director of Social Services in accordance with the provisions of Section 17-9 of the General Statutes. Said Director shall be in charge of and be responsible for the operation of the Department in carrying out its functions and duties. He shall be appointed by the Mayor, subject to confirmation by the Common Council, for a term of four years and may, at the beginning of a term, be made subject to a probationary period of service, after which he may be removed for cause. The provision shall become effective on the date the present Director of Social Services ceases to hold said office; said four-year term shall commence on the July 1 following the date the present Director ceases to hold said office.

#### § 1-355. Creation and composition of Board of Social Services.

(Charter Amendment 2-10-1981.)

- A. There shall be a Board of Social Services of the city consisting of five electors of the city, who shall consult with the Director of Social Services, advise the Mayor and the Council on the operations of the Department and exercise such special functions and assignments as the Mayor or Council may direct.
- B. The Mayor of said city shall appoint the members of said Board, subject to confirmation by the Council, for a term of two years. Any vacancy which may occur in the membership of said Board may be filled for the unexpired portion of the term in the manner hereinbefore provided. The members of said Board shall serve without compensation. The members of the Board whose terms are unexpired as of the date hereof shall continue as members of the Board for the balance of

their terms. The two existing terms expiring December 1, 1981, shall be succeeded by two terms of one year each which shall expire December 1, 1982, and thereafter they shall expire every two years. The two existing terms expiring December 1, 1983, shall expire on that date and every two years thereafter. Upon passage of this ordinance, one new member shall be appointed for a term expiring December 1, 1983, and every two years thereafter.

## **§ 1-356. Powers and duties of Director of Social Services.**

(Charter Amendment 2-10-1981.)

- A. The Director shall recommend such personnel as are required to carry out the duties and responsibilities assigned to the Department pursuant to this ordinance. The number, duties, responsibilities and salaries of such personnel shall be set forth in a set of written job specifications, prepared by said Director and approved by the Common Council, and shall further be subject to such other approval of the Board of Estimate as may be provided by law.
- B. The Director of Social Services shall administer the powers and duties delegated to the Department of Social Services by the Welfare Commissioner or Commissioner of Income Maintenance of the State of Connecticut. She/He shall have authority over all Department of Social Services officials. She/He may require the enforcement of any law, regulation or ordinance relating to social services or public assistance. She/He shall have all the power given Directors of Social Services under the General Statutes of the state.
- C. On or before the first day of October in each year, the Director of Social Services shall report in writing to the Mayor and Common Council upon the activities of the Director of Social Services. Such report shall contain a review of activities of the Department and shall contain recommendations for such Council action as he may find advantageous for the protection of Social Services.

## **§ 1-357. Reimbursement.**

(Charter Amendment 2-10-1981.)

The Department of Social Services shall be authorized to seek reimbursement for any state or federal program for the needy, including but not limited to the poor, aged, infirmed, blind and disabled, in accordance with state or federal law.

## **§ 1-358. Turning over reimbursement or receipts to Comptroller.**

(Charter Amendment 2-10-1981.)

All money reimbursed or receipts from the state or federal government shall be paid over to the Comptroller for deposit in the general fund of the City of Norwalk.

## **§ 1-359. through § 1-361. (Reserved)**