

HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE
MEETING AGENDA
October 25, 2018
7:00 PM, ROOM 231 City Hall

- I. Welcome and Roll Call
- II. Approval of September 27, 2018 Minutes
- III. Public Participation
- IV. New Business

Action Items

Youth Services

- 1. Authorize Mayor Harry W. Rilling to approve and sign the revised Juvenile Review Board (JRB) Agreement between the City of Norwalk and Town of Westport previously approved on June 12, 2018. Westport will pay Norwalk on a per case basis in the amount of \$1,500 per case for provision of JRB program and support services.

Discussion Items:

- 1. Flooding

V. Old Business

Discussion Items:

- 1. Potential Preparedness Community Awareness Events
- 2. Community Infrastructure Review

**CITY OF NORWALK
HEALTH, WELFARE
&
PUBLIC SAFETY COMMITTEE
SEPTEMBER 27, 2018**

ATTENDANCE: Nick Sacchinelli, Chair; Douglas Hempstead; Eloisa Melendez;
George Tsiranides; Chris Yerinides

STAFF: Gabriel Asare, Systems Engineer, Deanna D'Amore, Director of
Health; Deputy Chief Susan Zecca, Norwalk Police Department;
Glenn Iannaccone, PHEP Coordinator, Norwalk Health
Department, Susan Sweitzer, Redevelopment Agency

1. **WELCOME AND ROLL CALL**

Mr. Sacchinelli called the meeting to order at 7:04 p.m. and called the Roll.

2. **APPROVAL OF AUGUST 23, 2018 MINUTES**

**** MR. YERINIDES MOVED TO APPROVE THE MINUTES AS
PRESENTED**

**** MOTION PASSED UNANIMOUSLY**

3. **PUBLIC PARTICIPATION**

*Public participation comments are not verbatim and represent a
summarization of statements unless otherwise noted.*

Ms. Diane Lauricella said she was here to listen and to learn about the Ryan Park clean up. She said she requested to see simple data from the site. She said people living in that area deserve to know what is there. Ms. Lauricella suggested that this Common Council may want to get a second opinion to be sure the site is cleaned up and to know what is under there.

No other members of the public wished to speak.

Police Department

**** MR. TSIRANIDES MOVED THE FOLLOWING ITEMS:**

**1A. AUTHORIZE THE PURCHASING AGENT TO EXECUTE A
PURCHASE ORDER ON BEHALF OF THE NORWALK POLICE**

DEPARTMENT, TO MOTOROLA SOLUTIONS, INC., PRICING PER STATE OF CONNECTICUT MASTER CONTRACT #A-99001 FOR THE PURCHASE OF FOR APX60000 AND APX8000 PORTABLE RADIOS, CHARGERS, BATTERIES AND ACCESSORIES NOT TO EXCEED \$1,228,136.00. ACCOUNT# 09193610 5777 C0615.

1B. AUTHORIZE THE PURCHASING AGENT TO EXECUTE CHANGE ORDERS NOT TO EXCEED \$12,000.00. ACCOUNT# 09193610 5777 C0596.

Deputy Chief Zecca explained they are replacing all of the portable radios because the existing radios are no longer supported by Motorola. She said they currently work with Motorola and they are happy with their service.

**** MOTION PASSED UNANIMOUSLY**

**** MR. HEMPSTEAD MOVED THE FOLLOWING ITEMS:**

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR THE SUPPLY AND INSTALLATION OF EQUIPMENT TO ENHANCE THE POLICE AND FIRE RADIO SYSTEMS, PRICING AS PER STATE OF CONNECTICUT MASTER CONTRACT #A-99-001, FOR AN AMOUNT NOT TO EXCEED \$316,558.88; \$220,000.00 FROM ACCOUNT# 091636110 5777 C0561 AND REMAINDER FROM ACCOUNT #09163610 5777 C0615.

2B. AUTHORIZE CHIEF THOMAS KULHAWIK TO EXECUTE CHANGE ORDER(S) TO THE ABOVE AGREEMENT FOR THE TOTAL AMOUNT NOT TO EXCEED \$31,600. ACCOUNT# 091636110 05777 C0561 AND #091636110 5777 C0615.

Deputy Chief Zecca reviewed the items. This system is compatible with the Motorola portable radios.

**** MOTION PASSED UNANIMOUSLY**

**** MR. YERINIDES MOVED TO APPROVE THE FOLLOWING ITEMS:**

3A. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AN AGREEMENT WITH LOW BIDDER, SECURITY SPECIALIST FOR SUPPLY AND INSTALLATION OF SECURITY CAMERA AND NETWORK EQUIPMENT TERMS AND CONDITIONS AS PER BID #3850 FOR AN AMOUNT NOT TO EXCEED \$25,388.58. ACCOUNT #09163610 5777 C0596.

3B. AUTHORIZE CHIEF THOMAS KULHAWIK TO EXECUTE CHANGE ORDER(S) TO THE ABOVE AGREEMENT FOR THE TOTAL AMOUNT NOT TO EXCEED \$2500.00. ACCOUNT# 09163610 5777 C0596.

Deputy Chief Zecca explained these items are in the capital budget. Mr. Asare said this is a request for five cameras. He described where the cameras will be located and how they will be used.

**** MOTION PASSED UNANIMOUSLY**

**** MS. MELENDEZ MOVED TO SUSPEND THE RULES TO ADD THE FOLLOWING ITEM TO THE AGENDA**

**** MOTION PASSED UNANIMOUSLY**

**** MS. MELENDEZ MOVED THE FOLLOWING ITEM:**

AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDS FROM THE STATE OF CONNECTICUT UNDER THE BODY-WORN RECORDING EQUIPMENT (BWRE) REIMBURSEMENT GRANT IN THE AMOUNT OF \$204,488.00

Deputy Chief Zecca explained this is for a grant application and authorization for the Police Department to apply for reimbursement.

**** MOTION PASSED UNANIMOUSLY**

Health Department

**** MR. HEMPSTEAD MOVED TO APPROVE THE FOLLOWING ITEMS:**

4A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDS FROM YALE NEW HAVEN HEALTH SYSTEM CORP IN THE AMOUNT OF \$75,217 FOR THE PERIOD BEGINNING JULY 1, 2018 THROUGH JUNE 30, 2019 FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS.

4B. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS OR AMENDMENTS AS MAY BE NECESSARY TO IMPLEMENT THE

PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT FOR THE PERIOD BEGINNING JULY 1, 2018 THROUGH JUNE 30, 2019.

Ms. D'Amore explained the items. Mr. Iannaccone described the volunteer training and said when they started they had no one, but now they are up to 77 volunteers.

**** MOTION PASSED UNANIMOUSLY**

**** MR. HEMPSTEAD MOVED TO APPROVE THE FOLLOWING ITEMS:**

5A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDS FROM OPTIMUS HEALTH CARE INC. FOR CONTRACT PERIOD OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019 FOR THE WIC PROGRAM.

5B. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS AS MAY BE NECESSARY TO IMPLEMENT THE WIC PROGRAM FOR THE PERIOD OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019.

Ms. D'Amore explained the items. In response to Mr. Sacchinelli's question, she provided an overview of new grants the Health Department has received within the past year. In addition, they continue to look for additional funding sources.

Discussion Items:

1. Community Infrastructure Review

Mr. Sacchinelli said this item came from residents who asked about sidewalks and lighting. Mr. Hempstead noted the safe streets program started eight years ago and came through Public Works. He said he would like to see any data from that program.

Mr. Sacchinelli said he would like to hear from the Committee and look into a Safe Walk to School grant. Mr. Tsiranides said Crossing Guards make a big difference and asked if the grant could be used for additional Crossing Guards. Ms. D'Amore said she would check.

Mr. Sacchinelli said he would keep this item on the agenda for further discussion. Mr. D'Amore suggested working with the Bike/Walk Commission on this. She also said if the Committee has any specific projects/research requests, student interns may be able to work on that project.

Mr. Sacchinelli asked the Committee members to bring ideas to the next meeting.

2. Garbage & Odor

Ms. D'Amore gave an update on odors coming from City Carting. She said Public Works reached out to them and are now removing garbage collected on Fridays. An inspector from the Health Department has also investigated and has spoken with management. They have fixed a bay door.

Mr. Hempstead suggested that if they have to get an annual license, they are inspected annually the way it is done with restaurants. Ms. Melendez asked Ms. D'Amore to find out what other communities do.

V. OLD BUSINESS

Discussion Items:

2. Ryan Park Cleanup

Mr. Ryan Bardosz, Senior Project Manager gave a Power Point presentation showing the updates on the Ryan Park Improvements Project. He gave a history of the site. He reviewed the remediation process.

Mr. Hempstead asked if there would be any monitoring wells on the site. Mr. Bardosz said there are no plans to do post remediation ground monitoring. Mr. Hempstead asked if the City could request that. Mr. Bardosz said it could.

Mr. Bardosz reviewed the post remediation steps.

1. Potential Preparedness Community Awareness Event

Ms. Sacchinelli did not have an update this evening.

Mr. Sacchinelli will add flooding to the next agenda.

**** MR. HEMPSTEAD MOVED TO ADJOURN
** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 8:30 p.m.

Respectfully submitted,

Rosemarie Lombardi
Telesco Secretarial Services

Health, Welfare and
Public Safety Committee
September 27, 2018
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**AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
TOWN OF WESTPORT
FOR JUVENILE REVIEW BOARD SERVICES**

THIS AGREEMENT entered into as of the ____ day of _____, 2018, by and between the **CITY OF NORWALK**, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized, hereinafter called “NORWALK,” and the **TOWN OF WESTPORT**, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by James Marpe, its First Selectman, duly Authorized, hereinafter referred to as “WESTPORT.”

W I T N E S S E T H

WHEREAS, NORWALK operates the Norwalk Juvenile Review Board, which provides a positive alternative to the juvenile criminal justice system for children and their families, and

WHEREAS, the parties have agreed to terms and conditions pursuant to which NORWALK will make available to WESTPORT and the WESTPORT POLICE DEPARTMENT its Juvenile Review Board’s program and related services for the benefit of Westport youth and their families.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. The term of this Agreement shall commence upon the date first above mentioned and continue until it is terminated by either party as set forth herein.

Either party can terminate this Agreement at any time for any or no reason, by giving fifteen (15) days prior written notice to the other. Such notice shall specify the effective date of termination and be delivered to the addresses listed herein.

2. (A) NORWALK agrees to provide the services of its Juvenile Review Board (hereinafter, “the Board”) to perform client intake, assessment, case management, and

and other direct services generally offered by the Board under its programs. Such services will be provided for individuals and families who are residents of WESTPORT and identified and referred by the Westport Police Department from its Family with Service Needs (FWSN) and delinquency cases. NORWALK will allocate the necessary amount of staff time to service any referred case to fulfill the JRB-Youth contract established within the Board hearing process. Each case will have services provided until either the JRB-Youth Contract has been fulfilled, or the referred case is forwarded to the Juvenile Court as a result of the Youth failing to satisfactorily complete their contract, or the Youth has been subject to a new arrest. Case closure decisions will be made in consultation with the Westport Police Department.

(B) The respective responsibilities of the parties with regard to the individuals and families

referred to NORWALK are outlined in the attached **Exhibit A**. WESTPORT agrees to assist and cooperate with NORWALK for the benefit of the clients referred and the program and services offered.

(C) NORWALK will also make available to WESTPORT its “intervention” services offered by its Youth Services Department, in accordance with the terms of this Agreement. Such services may include counseling, youth development, and aggression replacement training programs (also known as “anger management”). A determination of appropriateness of such services and the scope of the services offered in each case will be made on an individual basis by the Norwalk Director of Youth Services.

3. The above services will be made available to WESTPORT based on a schedule approved by the Norwalk Juvenile Review Board and the Director of Norwalk Youth Services.
4. The fees for the above services rendered by NORWALK hereunder shall be at a cost of \$1500.00 per referred case, and services will be billed for biannually in January and June of each fiscal year. The fiscal year is July 1 – June 30.

The fees shall be paid in total within 30 days after receipt of invoice.

All fees for services incurred are non-refundable.

5. All documents and reports, including the intake form, case notes and other related information, generated in connection with NORWALK's services shall be retained in NORWALK and subject to applicable rules of confidentiality.
6. NORWALK shall provide quarterly reports to WESTPORT, setting out the services rendered pursuant to this Agreement. Such report shall include information on the number of cases opened, the types of services rendered, and hours spent related to services rendered on behalf of WESTPORT, including the days and times of performance.
7. WESTPORT agrees to work cooperatively with and to support and assist the role of the Juvenile Review Board hereunder. This includes compliance with any reasonable requests for information or documentation related to clients referred and services performed hereunder. Additionally, WESTPORT shall be responsible for providing to NORWALK's Director of Youth Services any information or documentation reasonably requested in connection with the services to be performed hereunder.
8. NORWALK will accept requests for services from WESTPORT through its Police Department or its designee and will schedule intake and other services according to applicable NORWALK protocols.
9. The parties mutually agree to indemnify, defend and hold harmless each other and their respective officials, agents, volunteers, representatives and employees, from and against any and all claims, including third party claims, damages, losses, litigation and expenses (including reasonable attorneys' fees), arising out of or in connection with this Agreement or the services or programs offered hereunder.

10. The parties understand and acknowledge that with respect to the services to be performed hereunder by NORWALK, its Juvenile Review Board and its Department of Youth Services, such services shall be considered to be performed as independent contractor, and not as employees of WESTPORT.
11. All notices of any nature referred to in this Agreement shall be in writing and sent by Registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

TO NORWALK: David Walencyk
Director of Youth Services
City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

TO WESTPORT: James Marpe, First Selectman
Town Hall
110 Myrtle Avenue
Westport, CT 06880

The parties hereby represent to each other as follows:

That they each have complied with all legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by an authorized municipal officer in accordance with such officer's powers and authority and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

IN WITNESS WHEREOF, this Agreement has been executed in four (4) counterparts by the undersigned.

Signed, in the Presence of:

CITY OF NORWALK, CONNECTICUT

Witness

By: _____

Harry W. Rilling

Its Mayor

Duly Authorized

Witness

Date Signed: _____

Signed, in the Presence of:

TOWN OF WESTPORT, CONNECTICUT

Witness

By: _____

James S. Marpe

Its First Selectman

Duly Authorized

Witness

Date Signed: _____