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**CITY OF DANBURY**  
155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

(203) 797-4630

**PAUL D. ESTEFAN**  
DIRECTOR CIVIL PREPAREDNESS

**TO:** Mayor Mark D. Boughton  
Members of the City Council

**FROM:** Paul D. Estefan – Director, Emergency Management *PDE*

**DATE:** June 25, 2012

**SUBJECT:** *Mobile Communications Vehicles*

Attached please find a memorandum from Deputy Commissioner William P. Shea of the State of Connecticut Department of Emergency Services. He is looking for municipalities that are willing to house a State Mobile Communications Vehicle. This vehicle would enhance the communications capabilities during times of emergencies.

I support this program and am requesting permission to pursue the opportunity of the City of Danbury to obtain one of these mobile communications vehicles.

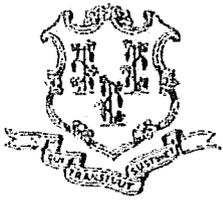
I have attached a Memorandum of Agreement to be executed between the parties. All requests for these vehicles must be received on or before July 6, 2012.

PDE/ald

Enclosure



15-1



STATE OF CONNECTICUT  
DEPT. OF EMERGENCY SERVICES & PUBLIC PROTECTION  
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



**MEMORANDUM**

**TO:** Municipal Chief Executive Officers, Service Chiefs, and Emergency Management Directors  
**FROM:** Deputy Commissioner William P. Shea  
**DATE:** June 18, 2012  
**RE:** Deployment of State Mobile Communications Vehicles

As many of you know, the State of Connecticut has procured six Mobile Communications Vehicles (MCVs), one to be placed in each of the five DEMHS planning regions. These vehicles will greatly enhance the communications capabilities across the state during times of emergency. State Emergency Management Director William Hackett and I are working closely with the State Interoperability Coordinator Michael Varney to make sure that an MCV is placed in a strategic location in each DEMHS Region.

We are looking for municipalities that are willing to house this asset, in accordance with the terms of the attached Memorandum of Agreement. Each municipality or non-governmental organization that is interested should submit a brief narrative, indicating, among other things:

- (1) The location where the MCV will be stored (include details such as whether the facility is heated).
- (2) The municipal agency and officer who will be responsible for the maintenance of the MCV.
- (3) Who will be trained to operate the MCV, for any municipal or state deployment.

Requests should be submitted through your DEMHS Regional Coordinator. The deadline to submit a request is Friday, July 6, 2012. Once we receive this information, we will review and determine the appropriate locations throughout the State. Our goal is to spread out the MCVs so that they can respond quickly to any location statewide.

Thank you for your interest in this critical emergency preparedness measure.

Sincerely,

William P. Shea  
Deputy Commissioner  
Department of Emergency Services & Public Protection  
Division of Emergency Management & Homeland Security

Enclosure: MOA

cc: Commissioner Reuben F. Bradford

25 Sigourney Street, 6<sup>th</sup> floor, Hartford, CT 06106  
Phone: (860) 256-0800 / Fax: (860) 256-0815  
An Affirmative Action/Equal Opportunity Employer



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A.D. 2012

**RESOLVED** BY THE CITY COUNCIL OF THE CITY OF DANBURY

**WHEREAS**, as part of the Statewide Homeland Security Strategy, the State of Connecticut is enhancing its interoperable communications capabilities; and

**WHEREAS**, as of July 1, 2011 the Department of Emergency Services and Public Protection (DESPP) and prior to that time, the Department of Emergency Management and Homeland Security (now the Division of Emergency Management and Homeland Security (DEMHS) within DESPP) is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time; and

**WHEREAS**, DESPP/DEMHS, pursuant to the authority provided under Connecticut General Statutes section 4-8 and Titles 28 and 29, purchased six (6) Mobile Communications Vehicles (MCV) for deployment throughout the State; and

**WHEREAS**, the City of Danbury has agreed to serve as the custodian of a MCV on behalf of the City, the DEMHS Region and the State.

**WHEREAS**, DESPP/DEMHS and the City of Danbury will enter into a Memorandum of Agreement (MOA) to establish the terms, conditions and responsibilities between the parties regarding the MCV.

**NOW, THEREFORE, BE IT RESOLVED THAT** Mayor Mark D. Boughton, or his designee, Paul D. Estefan, Emergency Management Director, is authorized to execute the MOA and take all necessary actions in order to accomplish the purposes thereof.

**MEMORANDUM OF AGREEMENT  
 BETWEEN  
 THE STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES AND  
 PUBLIC PROTECTION,  
 DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY  
 AND  
 THE TOWN, CITY, OR BOROUGH OF \_\_\_\_\_ [OR OTHER ENTITY  
 ACTING AS CUSTODIAN OF MCV]  
 REGARDING  
 MOBILE COMMUNICATIONS VEHICLE (MCV)**

WHEREAS, as part of its Statewide Homeland Security Strategy, the State of Connecticut is enhancing its interoperable communications capabilities, and;

WHEREAS, as of July 1, 2011, the Department of Emergency Services and Public Protection (DESPP), and prior to that time, the Department of Emergency Management and Homeland Security (now the Division of Emergency Management and Homeland Security (DEMHS) within DESPP) is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time, and;

WHEREAS, DESPP/DEMHS, pursuant to the authority provided under Connecticut General Statutes section 4-8 and Titles 28 and 29, purchased six (6) Mobile Communications Vehicles (MCV) for deployment throughout the state, and;

WHEREAS, the \_\_\_\_\_ ("Town/City/Borough") has agreed to serve as the custodian of a Mobile Communications Vehicle on behalf of the Town/City/Borough, the DEMHS Region, and the State (VIN Number \_\_\_\_\_, Mileage upon delivery \_\_\_\_\_);

NOW THEREFORE, DESPP/DEMHS and the Town/City/Borough of \_\_\_\_\_, enter into this Memorandum of Agreement ("MOA") to establish the terms, conditions, and responsibilities between the parties regarding the Mobile Communications Vehicle

**1. PARTIES**

The parties to this MOA are DESPP/DEMHS and the Town/City/Borough of \_\_\_\_\_.

**2. DEFINITION**

As used in this MOA, the term "Mobile Communications Vehicle (MCV)" includes the vehicle, all mobile and portable radios installed in or assigned to the vehicle, antennas, telephones, computers, switches, routers and other fixed and portable equipment as detailed in Annex A of this agreement, and includes any other equipment that may be added to the MCV after the execution of this agreement.

**3. AUTHORITY TO ENTER INTO MOA**

This agreement is made under the authority granted to DESPP/DEMHS under Titles 28 and 29 of the Connecticut General Statutes, and Connecticut General Statute §4-8. The person executing this MOA on behalf of the Town/City/Borough hereby represents and warrants that he/she has the right, power, legal capacity, and appropriate authority to enter into this agreement, as indicated by attached valid resolution.

**4. RESPONSIBILITIES OF DESPP/DEMHS**

- a. DESPP/DEMHS shall retain ownership of the Mobile Communications Vehicle, which shall be marked with appropriate plates, tags and logos;
- b. DESPP/DEMHS shall maintain an inventory of the Mobile Communications Vehicles deployed throughout the state;
- c. Annually, DESPP/DEMHS or its designee shall perform a physical and operational review of the MCV;
- d. DESPP/DEMHS shall provide training for all employees and agents of \_\_\_\_\_ who may be using the MCV.
- e. Within available funding, DESPP/DEMHS shall be responsible for annual maintenance and repair of the MCV for the term of this MOA, to include:

Chassis (based on 10,000 miles per year)

- Full service of lube, oil, filters, fuel filters and inspection
- Transmission service
- Engine coolant service
- Inspection fee
- Air cleaner replacement
- Rear axle lubricant
- Brake caliper lubricating
- Front end alignment
- Rotate tires
- Fuel filters
- Windshield wipers
- Chassis batteries
- Replace brakes
- Replace Tires

Generator

Auxiliary equipment

- Leveling system
- Diesel furnace
- Nightscan chief
- Tempest mast
- Compressor:

- LDV Batteries
- Smoke detectors
- HVAC System

Electronics as listed in Attachment A.

**5. RESPONSIBILITIES OF THE**

The Town/City/Borough understands and agrees that it is the Custodian of the MCV, on behalf of itself, the DEMHS Region, and the State. The Town/City/Borough also understands and agrees that DESPP/DEMHS may recall the MCV without prior notice. The Town/City/Borough also agrees:

- a. To house the MCV in a secure heated and insured garage;
- b. To provide fuel for the MCV;
- c. To provide routine maintenance service on both the vehicle and the equipment included with the MCV, as outlined in and in accordance with manufacturers' recommendations and warranties(e.g., oil changes, lubrication);
- d. All maintenance and operations of the MCV shall conform with manufacturer's recommendations;
- e. All personnel or agents of the Town/City/Borough operating the MCV or performing any maintenance or repair services in connection with the MCV, shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services;
- f. To ensure that the appropriate Municipal employees and agents receive all DESPP/DEMHS training related to the MCV;
- g. Ensure that all MCV operators are trained and insured to operate the MCV, and that the State of Connecticut shall be named as an additional insured;
- h. To carry and maintain at all times during the term of this MOA, and during the time that any provisions survive the term of the MOA, sufficient general liability insurance to satisfy its obligations under this MOA. Insurance maintained by the Town/City/Borough for the MCV must be, at a minimum, equivalent to the insurance provided for law enforcement/fire vehicles. The Town/City/Borough shall name the state as an additional insured on the policy and shall provide a copy of the insurance certificate to DESPP/DEMHS upon receipt annually;
- i. To provide to DESPP/DEMHS the name, phone number, and other relevant contact information for the Municipal employee who is in charge of the MCV and its deployment, and to update this information as it changes;
- j. To provide to DESPP/DEMHS a 24- hour contact number for deployment of the MCV;

- k. To deploy the MCV in a timely manner, and in continuous working order, and with appropriate staffing if requested, when deployment is requested by the State or a local emergency management partner, including an incident commander, provided that DESPP/DEMHS shall be notified immediately of any deployment;
- l. To use the MCV only for the following purposes:
  - To respond to emergency and planned events that require enhanced communications;
  - To provide education and outreach activities for interoperable emergency communications.
- m. To notify DESPP/DEMHS immediately of any accident or other damage to the MCV, including the equipment provided with the MCV;
- n. To maintain records of the use of the MCV, including a log of its deployment for an actual incident or for authorized training, and to make these records available to DESPP/DEMHS at all times;
- o. To regularly test, use, and maintain the MCV in accordance with the training received from DESPP/DEMHS, per any standard operating procedures produced by DESPP/DEMHS. The Town/City/Borough shall immediately notify DESPP/DEMHS of any malfunctions or shortfalls;
- p. To provide access to the MCV to DESPP/DEMHS or an agency designee, without prior notice, for servicing, recall or inspection;
- q. To make no changes to the MCV without prior approval of the DESPP/DEMHS Public Safety State Interoperability Executive Committee;
- r. That the State, including DESPP/DEMHS, does not guarantee any further funding for or provision of repairs to the MCV beyond the terms of this MOA.

**6. LIABILITY**

The Town/City/Borough agrees to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognizes that the State does not waive its right to sovereign immunity with regard to any provision of this MOA.

**7. GRANT REQUIREMENTS AND RECORDS**

The Town/City/Borough agrees to comply with any applicable grant requirements. The Town/City/Borough agrees that all records pertaining to the MCV shall be maintained for a period of at least three years from the date of any expenditure related to the MCV, or from the dated of any deployment of the MCV. Such records shall be made available to the DESPP/DEMHS, or to state or federal auditors, upon request.

**8. EFFECTIVE DATE, AMENDMENT, AND TERMINATION**

This agreement shall be effective when both parties have executed it and all required approvals have been granted. This agreement may be modified upon the mutual written consent of the parties. DESPP/DEMHS may terminate this agreement and recall the MCV without prior notice to the Town.

**9. SETTLEMENT OF DISPUTES**

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

**10. EXECUTIVE ORDERS**

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

**11. OTHER LAWS**

All assistance provided under this MOA must comply with applicable state and federal laws and regulations. Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or the Town/City/Borough. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

**12. CONTACT INFORMATION**

FOR DESPP/DEMHS:

John G. Gustafson  
Emergency Telecommunications Manager  
25 Sigourney Street, 6<sup>th</sup> Floor  
Hartford, CT 06106  
Phone: 860-256-0899 Fax: 860-256-0821  
E-mail: [john.g.gustafson@ct.gov](mailto:john.g.gustafson@ct.gov)

With a copy to:

William J. Hackett  
State Emergency Management Director  
25 Sigourney Street, 6<sup>th</sup> Floor  
Hartford, CT 06106  
E-mail: [William.j.hackett@ct.gov](mailto:William.j.hackett@ct.gov)

FOR THE \_\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_

Address

CT

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**THE DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION  
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: \_\_\_\_\_

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

William P. Shea  
Deputy Commissioner  
Duly Authorized

**THE** \_\_\_\_\_

By: \_\_\_\_\_

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

Its Chief Executive Officer  
Duly Authorized Per Attached Resolution