



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

Fire Department
19 New Street

Peter J. Sicienski, Chief
(203)796-1550
Fax (203) 796-1533

DATE: JULY 27, 2005

**TO: MAYOR MARK D. BOUGHTON &
MEMBERS OF THE COMMON COUNCIL**

FROM: PHILIP D. CURRAN, DEPUTY CHIEF

RE: DONATION

**CC: D.R. DIORIO, FINANCE DIRECTOR
J.L. SAMAHA, OFFICE OF THE COMMON COUNCIL**

Dear Mayor Boughton & Members of the Common Council:

I would request the approval of the Common Council to accept delivery of the Prime Mover Truck from the State of Connecticut Department of Public Safety, division of Homeland Security in conjunction with the Decon Trailer that we received in 2003. (See attached letter)

If additional information is needed, please contact.

Respectfully yours,

Philip D. Curran
Deputy Fire Chief

PDC/ft
Donation2



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, The Department of Public Safety is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security, Office of Domestic Preparedness and has been awarded a grant under Public Law 108-7, award number 2003 MU-T3-0046; and

WHEREAS, the City of Danbury is a local unit of government which has demonstrated a need to acquire a Support & Tow Vehicle for a Mass Casualty Decontamination Trailer; and

WHEREAS, the SAA, pursuant to the authority provided under Connecticut General Statutes §4-8, is providing assistance to local units of government in addressing terrorist threats by acquiring equipment identified as necessary through the Connecticut Homeland Security Strategic Plan and providing this equipment to local jurisdictions.

THEREFORE, BE IT RESOLVED, that the SAA and the City of Danbury enter into this Memorandum of Understanding (MOU) to provide a grant-in-aid to the City of Danbury for acquisition and delivery of a 2005 Freightliner M2 Pierce Contender Support and Tow Vehicle.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT, Mayor Mark D. Boughton be and hereby is authorized to enter into this Memorandum of Understanding between the State of Connecticut, Department of Public Safety and the City of Danbury with respect to the acceptance of said 2005 Freightliner M2 Pierce Contender Support and Tow Vehicle, and to take any additional action that may be necessary to effectuate the purposes hereof.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF CONNECTICUT,
DEPARTMENT OF PUBLIC SAFETY, AND
THE CITY OF DANBURY

WHEREAS, The Department of Public Safety is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security, Office of Domestic Preparedness and has been awarded a grant under Public Law 108-7, award number 2003 MU-T3-0046;

WHEREAS, the City of Danbury is a local unit of government which has demonstrated a need to acquire a Support & Tow Vehicle for a Mass Casualty Decontamination Trailer;

WHEREAS, the SAA, pursuant to the authority provided under Connecticut General Statutes § 4-8, is providing assistance to local units of government in addressing terrorist threats by acquiring equipment identified as necessary through the Connecticut Homeland Security Strategic Plan and providing this equipment to local jurisdictions;

THEREFORE, the SAA and the City of Danbury enter into this Memorandum of Understanding (MOU) to provide a grant-in-aid to the City of Danbury for acquisition and delivery of a 2005 Freightliner M2 Pierce Contender Support and Tow vehicle, hereinafter, "the vehicle".

1. **Effective Date.** This MOU shall be effective when all parties have executed it and all required approvals have been granted.
2. **Authority to Enter Agreement.** The SAA is authorized to enter into this agreement through the Commissioner of Public Safety pursuant to the authority provided under Connecticut General Statutes § 4-8.
3. **Duration of Agreement.** This MOU remains in full force and effect for the entire term of the MOU unless cancelled by the SAA, giving the City of Danbury written notice of such intention at least thirty (30) days in advance. The SAA reserves the right to cancel the MOU without prior written notice when the funding is no longer available.
4. **SAA and the City of Danbury Responsibilities.** The SAA agrees to pay for the direct cost of the vehicle. The maximum amount payable shall be one hundred thirty eight thousand four hundred seventeen dollars (\$138,417.00).

The SAA shall provide for the inspection and acceptance of the vehicle upon delivery as conforming to all requirements of the award date of October 13, 2004 for Contract Award Number 04PSX0110 of the State of Connecticut Department of Administrative Services.

Payments shall be processed subject to review and approval by the SAA, contingent upon receipt of detailed invoices with supportive documentation.

The SAA shall provide a certificate of origin for the vehicle to the City of Danbury.

The City of Danbury shall affirm that equipment received under the grant was not subject to a budgetary allocation and that receipt of the equipment does not supplant funds that have been appropriated for the same purpose.

The City of Danbury acknowledges that any expenses incurred in excess of the maximum amount payable under this grant set forth herein or before or after the effective dates of this MOU shall be the exclusive responsibility of the City of Danbury.

5. Amendment of the Agreement. Formal written amendment of the agreement is required for any extension(s) to the final date of the MOU period and to terms and conditions specifically stated in the original agreement and any prior amendments, including but not limited to:

- a. revisions to the maximum payment
- b. the agreement's objective's services or plans
- c. due dates for reports
- d. completion of objectives or services, and
- e. any other agreement revisions determined material by the state agency

6. Litigation. The City of Danbury agrees that the sole and exclusive means for the presentation of any claim against the SAA arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Municipality further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

7. Audit Compliance. The City of Danbury must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes § 7-396a and the State Single Audit Act §§ 4-230 through 236 inclusive, and regulations promulgated thereunder. The City of Danbury agrees that all fiscal records pertaining to the vehicle shall be maintained for a period of not less than three (3) years. Such records will be made available to the state and/or federal auditors upon request.

8. Lobbying, Debarment and Suspension. The City of Danbury commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Office of Justice Programs OC Financial Guides.

9. Executive Orders

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. The grantee agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

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

10. NON-DISCRIMINATION CLAUSE

In accordance with Public Act 88-351 the grantee agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b)(1) The grantee agrees and warrants that in the performance of the contract such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The grantee further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved; (2) the grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the grantee, to state that it is an "affirmative action – equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the grantee agrees to provide each labor union or representative of workers with which such grantee has a collective bargaining agreement or other contract of understanding and each vendor with which grantee has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the grantee

agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public act 89-253, 46a-68e and 46a-68f; (5) the grantee agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the grantee as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the grantee agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

(c) Determination of the grantee's good faith efforts shall include but shall not be limited to the following factors: The grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

(e) The grantee shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253; provided, if such grantee becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the grantee may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

(f) The grantee agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

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

Effective 7/01/89 – Amended 4/01/91

11. NON-DISCRIMINATION ON THE GROUNDS OF SEXUAL ORIENTATION

(1) The grantee agrees warrants that in the performance of the contract such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The grantee agrees to provide each labor union or representative of workers with which such grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such grantee has a contract or understanding and each vendor with which such grantee or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The grantee agrees to comply with each provision of this Section and Sections 46a-68e and 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;

(4) The grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the grantee as related to the provisions of this section and Section 46a-56 of the General Statutes.

(5) The grantee shall include the provisions of paragraph (1) of this addendum in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such grantee becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

The City of Danbury agrees and warrants that in the performance of this contract, it shall meet the requirements of all applicable federal, State and local laws, ordinances, regulations and codes.

12. State Liability. The State of Connecticut assumes no liability for payment under the terms of this MOU until the City of Danbury is notified by the SSA that this MOU has been executed by the Department of Public Safety and approved by the Office of the Attorney General of the State of Connecticut and, if

applicable, approved by the Office of Policy and Management (OPM) and/or the Department of Administrative Services (DAS).

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

THE CITY OF DANBURY

By: _____
Mayor Mark D. Boughton
Duly Authorized per attached Resolution

(Date)

The Department of Public Safety

By: _____
Leonard C. Boyle
Commissioner of Public Safety
Duly Authorized

(Date)

OFFICE OF THE ATTORNEY GENERAL

By _____

Date: _____