



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

(203) 797-4630

**PAUL D. ESTEFAN**  
DIRECTOR CIVIL PREPAREDNESS

**TO:** Mayor Mark D. Boughton via the Common Council

**Cc:** Dena Diorio, Director of Finance & Personnel  
Chief Philip Curran, Fire Department  
Chief Alan Baker, Police Department

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

**DATE:** December 22, 2006

**SUBJECT:** Homeland Security Grant

The United States Department of Homeland Security, Office of Domestic Preparedness, has awarded the State of Connecticut \$6,342,520 for fiscal year 2006 to address the equipment, training, planning, and exercise needs of state and local emergency first responders.

Of that amount, \$54,938.00 has been awarded to the City of Danbury. The City plans to use the funds consistent with the guidelines established by the State Homeland Security Working Group; 56.5% for equipment, 3.5% for exercises, 10% for planning, and 30% for training. There is no local match required for the program.

As was the case in 2004, the City has elected to have the State serve as the grant administrator, which will make them responsible for all administrative oversight, procurement, grant reporting, and audit requirements. The City will enter into a Memorandum of Understanding (MOU) with the State to accept the funds and designate them as the administrative agency.

I respectfully request that the Common Council approve the attached resolution authorizing the Mayor to execute the MOU pursuant to the requirements of the grant.

Please feel free to contact me should you require any additional information. Thank you.

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# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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**RESOLVED** by the Common Council of the City of Danbury:

**WHEREAS**, the State of Connecticut's Department of Emergency Management and Homeland Security (DEMHS) is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security, Office of Grants and Training for the federal fiscal year 2006; and

**WHEREAS**, DEMHS is retaining local funds from Grant No. 2006-GE-T6-0008 in the total amount of \$6,342,520.00, on behalf of local units of government for regional set-aside projects; and

**WHEREAS**, such regional projects may include regional collaboration, medical preparedness and response, communications centers, hazards planning and outreach, natural disaster preparedness and State intelligence and fusion centers; and

**WHEREAS**, The City of Danbury is a sub-state local jurisdiction recognized as an eligible jurisdiction to receive grant funds not included in said set aside projects listed, in the amount of \$54,938.00, to be utilized as determined by the City of Danbury Office of Emergency Preparedness.

**NOW THEREFORE, BE IT RESOLVED THAT** Mayor Mark D. Boughton or his designee, the Director of the Office of Emergency Preparedness be and hereby are authorized to enter into a Memorandum of Understanding ("MOA") with the State Department of Emergency Management and Homeland Security for the purposes of this grant, and to execute and deliver all related documents as required, and to do all acts and things deemed necessary to carry out the purposes hereof.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE STATE OF CONNECTICUT,  
DEPARTMENT OF EMERGENCY MANAGEMENT & HOMELAND SECURITY,  
AND  
THE CITY OF DANBURY  
REGARDING STATE USE OF FFY 2006 HOMELAND SECURITY GRANT FUNDING**

*WHEREAS*, The State of Connecticut's Department of Emergency Management & Homeland Security (DEMHS) is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security, Office of Grants and Training, for the federal Fiscal Year 2006 State Homeland Security Grant Program (SHSGP), Law Enforcement Terrorism Prevention Program (LETPP), Metropolitan Medical Response System (MMRS) and Citizen Corps Program (CCP), Grant Number 2006-GE-T6-0008;

*WHEREAS*, The Emergency Management & Homeland Security Coordinating Council has approved the allocation formula for grant funds available under the SHSGP, LETPP, MMRS, and CCP Grants;

*WHEREAS*, DEMHS is retaining local funds from Grant Number 2006-GE-T6-0008 in the total amount of \$6,342,520, on behalf of local units of government for the following six regional set-aside projects designed to benefit the state's municipalities:

1. Expanded Regional Collaboration
2. Connecticut Intelligence/Fusion Center
3. Medical Preparedness and Response
4. Interoperable Communications and State Interagency Coordination Center
5. Natural Disaster and CBRNE Preparedness
6. All Hazards Planning and Outreach;

*WHEREAS*, The City of Danbury is a sub-state local jurisdiction recognized by the SAA as an eligible jurisdiction to receive grant funds not included in the set-aside projects listed above, in the amount of \$54,938.00, which sum will be made available to the jurisdiction, or to a regional planning organization or other sub-grantee at the direction of the jurisdiction, upon execution of the grant application and the acceptance by the jurisdiction and/or its designee of the grant award and associated conditions;

*THEREFORE*, The SAA and the City of Danbury enter into this Memorandum of Agreement (MOA) authorizing the SAA to act as the agent of the City of Danbury and allowing the SAA to retain and administer grant funds provided under Grant Number 2006-GE-T6-0008 for the six regional set-aside projects listed above.

**1. Effective Date.**

The terms of this agreement will become effective when all parties have executed it.

**2. Authority to Enter Agreement.**

The SAA is authorized to enter into this Agreement through the Commissioner of the Department of Emergency Management & Homeland Security pursuant to the authority provided under Connecticut General Statutes §4-8 and Title 28. The City of Danbury is authorized to enter into this agreement through its \$54,938.00, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision].

### **3. Duration of Agreement.**

This MOA, as modified with the consent of both parties, remains in full force and effect until the end of the grant period or any extension thereof, 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 MOA without prior written notice when the funding for the grant is no longer available.

### **4. SAA and City of Danbury Responsibilities.**

The SAA agrees to administer the grant funds of \$6,342,520 in furtherance of the six regional set-aside projects listed above. The parties agree that the maximum amount payable directly to the City of Danbury shall be \$54,938.00.

The City of Danbury agrees to allow the SAA to provide financial and programmatic oversight of the \$6,342,520 for the purpose of supporting the allocations and uses of funds under this grant consistent with the 2006 State Homeland Security Strategy that has been reviewed and approved by the federal Department of Homeland Security, Office of Grants and Training and supported by the Initial Strategy Implementation Spending Plan (ISIP) approved by the Emergency Management & Homeland Security Coordinating Council. The City of Danbury agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the six regional set-aside projects listed above.

### **5. Amendment of the Agreement.**

This agreement may be modified upon the mutual written consent of the parties.

### **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 City of Danbury 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 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder. The City of Danbury agrees that all fiscal records pertaining to the projects shall be maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to 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 Department of Homeland Security Office of Grants

and Training Financial Guides.

**9. State Liability.**

The State of Connecticut assumes no liability for payment under the terms of this MOA until the City of Danbury is notified by the SAA that this MOA has been approved and executed by the Department of Emergency Management & Homeland Security and by any other applicable state agency.

**10. Points of Contact.**

The point of contact for the SAA is:

Elizabeth K. Graham, Manager  
Strategic Planning & Grant Administration  
Department of Emergency Management & Homeland Security  
25 Sigourney Street, 6<sup>th</sup> Floor  
Hartford, CT 06106  
Phone: 860-256-0910  
Fax: 860-256-0915  
Email: [libby.graham@po.state.ct.us](mailto:libby.graham@po.state.ct.us)

The point of contact for the City of Danbury is:

Paul D. Estefan, Emergency Management Director  
Danbury Municipal Airport  
Wibling Road  
Danbury, CT 06810  
Phone: 203-797-4624  
Fax: 203-796-1569  
Email: [p.estefan@ci.danbury.ct.us](mailto:p.estefan@ci.danbury.ct.us)

**11. Other provisions.**

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or the City of Danbury. 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.

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

**THE CITY OF DANBURY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark Boughton, Mayor  
Duly Authorized per attached Resolution

**THE DEPARTMENT OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
James M. Thomas,  
Commissioner of Emergency Management & Homeland Security  
Duly Authorized