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CITY OF DANBURY

FIRE DEPARTMENT
19 NEW STREET
DANBURY, CONNECTICUT 06810

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Danbury Fire Department

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20 June 2013

Hon. Mark Boughton, Mayor
City Council Members
City of Danbury

Dear Mayor and Council Members:

I submit for your review and approval a Memorandum of Understanding (MOU) between the Federal Correctional Institution and the City of Danbury Fire Department.

This MOU spells out the cooperative agreement for mutual response between the agencies and conforms with Federal laws. Under FEMA guidelines and the Stafford Act, the MOU also addresses possible reimbursement of expenses between the agencies in the event of a protracted event. This MOU will be in effect for five years.

This MOU has already been reviewed by Deputy Corporation Counsel Laszlo Pinter. I will be available at the Council meeting to answer any questions or concerns.

Respectfully,

Geoffrey Herald
Fire Chief

Attachment

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**Federal Correctional Institution
Danbury, Connecticut
Federal Bureau of Prisons**

AND

**Danbury Fire Department
for mutual emergency assistance.**

Pursuant to relevant authority contained in federal and state laws appropriate to the nature and scope of the emergency, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. Chapter 68 ("Stafford Act"), e.g., Sections 5170(a), (b); the Law Enforcement Emergency Assistance Act, 42 U.S.C. Chapter 111; and the Pandemic and All Hazards Preparedness Act, PL 109-417 (2006), amending sections of 42 U.S.C. that address public health emergencies, this Memorandum of Understanding ("MOU" or "Agreement") is entered into between the United States Department of Justice ("DOJ") Federal Bureau of Prisons ("BOP") Federal Correctional Institution, Danbury, Connecticut (FCI Danbury), and the Danbury Fire Department ("DFD"). The parties hereby agree as follows:

I. PURPOSE/SCOPE

A. This Agreement is intended to provide for mutual assistance during a natural disaster and/or law enforcement emergency requiring prompt action and which is, or threatens to be, of such serious proportions that each party's resources alone are, or may be, inadequate to maintain the safety and security of the public, and/or each party's staff.

B. As further described herein, all emergency assistance to be provided by each party shall be immediate, short-term, and limited to operations that each party's staff are authorized to provide and for which they are trained and have expertise.

C. This Agreement supersedes any prior agreement between the parties on this same subject.

D. This Agreement shall not affect any pre-existing, independent relationship or obligation between the parties on any other subject, or with any third party or parties.

II. FCI DANBURY ASSISTANCE TO DFD

A. Under the current BOP authority and upon request from the Danbury Fire Chief or his/her designee, the BOP Regional Director may direct the Warden or his/her designee to provide:

- 1. Emergency preparedness training and joint training exercises (42 U.S.C. 4742 and Pandemic and All Hazards Preparedness Act, PL 109-417 (2006), amending sections of 42 U.S.C. re: public health emergencies).

B. Under the Emergency Federal Law Enforcement Assistance Act, 42 U.S.C. Chapter 111, and upon formal request by the state governor to DOJ pursuant to administrative procedures contained in 28 C.F.R. Part 65, DOJ may direct the BOP to provide:

- 1. Any/all assistance listed above in section A.
- 2. BOP staff to act in any capacity for which they are trained and have expertise, including medical support, and if approved by the Deputy Attorney General, a BOP Crisis Management Team.
- 3. Supplies and equipment, including blankets, food, water, clothing, medical supplies, and temporary use of large or specialized equipment.

C. BOP staff may not use weapons, ammunition, or chemical agents to assist DFD without obtaining approval of the Deputy Attorney General or, in extraordinary circumstances, if the Director of the BOP concludes that delay to obtain approval would result in death or serious bodily injury to DFD staff or civilians. All use of force by BOP staff must be consistent with DOJ / BOP policy.

D. Under the Stafford Act, upon Presidential declaration of a major disaster and coordination with DOJ implementing ESF 13 of the National Response Plan, the Federal Emergency Management Agency ("FEMA") may provide federal disaster relief funds to BOP by issuing Mission Assignments, pursuant to procedures contained in 44 C.F.R. Part 206, directing BOP to provide:

- 1. Any / all assistance listed above in section B.

III. DFD ASSISTANCE TO FCI DANBURY

A. Upon request from the Warden or his / her designee, DFD may provide assistance to FCI Danbury staff responding to fire or any other natural or man-made emergency affecting the safety, security, and good order of FCI Danbury. Operational details for specific assistance shall be determined at the time of the emergency.

1. In the event of a fire at FCI Danbury, the Danbury Fire Department may provide fire suppression and medical assistance.

B. Under no circumstances will DFD staff:

1. Bring any type of weapon into the secure perimeter of FCI Danbury.

IV. REIMBURSEMENT

A. In accordance with each party's financial management policy at the time of the emergency, and the statute authorizing the assistance, ordinarily the party requesting assistance shall reimburse the party providing assistance for unfunded costs of resources expended and / or damaged during the emergency, including personnel employed beyond resolution of the initial emergency.

B. Any reimbursement to BOP by DFD for unfunded expenses incurred in rendering Stafford Act assistance directed FEMA Mission Assignments shall not be more than 25% of the total cost, per 42 U.S.C. 5170b(b).

C. Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. 1341, or relevant state law, by obligating the parties to any expenditure or obligation of funds in excess or in advance of appropriations.

V. GENERAL PROVISIONS

A. PERIOD OF AGREEMENT / TERMINATION

1. This Agreement shall become effective upon the date of signatures of both parties, as designated below, and shall remain in effect until terminated by mutual agreement or by either party upon 60 days advanced written notice to the other party.

2. This Agreement shall remain in effect for a period of five (5) years unless terminated or modified.

B. MODIFICATION PROCEDURES. Either party may propose to modify this Agreement at any time. All proposed modifications shall be in writing and shall become effective only upon the written concurrence of both parties.

C. SURVIVAL AND SEVERABILITY

1. The provisions of this Agreement which require performance after termination of this Agreement shall remain in force notwithstanding termination of this Agreement.

3. If any provisions of this Agreement are determined to be invalid or unenforceable, the remaining provisions shall continue in force and unaffected to the fullest extent permitted by law and regulation.

D. LIABILITY AND INDEMNIFICATION

1. Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available pursuant to federal and state law, including immunity provided in 42 U.S.C. 5148 for Stafford Act assistance rendered by BOP. Neither party agrees to insure, defend, or indemnify the other party.

2. Each party shall cooperate with the other party in the investigation and resolution of administrative claims and / or this litigation arising from conduct related to the provisions of Agreement.

E. DISPUTE RESOLUTION. In the event of a dispute between the parties, the parties agree that they will use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other form of non-binding alternative dispute resolution ("ADR") mutually acceptable to the parties.

F. THIRD PARTY CLAIMS. This Agreement is for the sole and exclusive benefit of the signatory parties, and shall not be construed to bestow any legal right or benefit upon other persons or entities.

G. CONTACT INFORMATION: Each party shall provide to the other party, and update as necessary, a list of contact persons authorized to act as liaison with the other party. The list shall include names, position titles, telephone numbers, and e-mail addresses as appropriate.

In Witness Whereof, the undersigned, duly-authorized officers hereby subscribe their names on behalf of the Federal Correctional Institution Danbury, Connecticut and the Danbury Fire Department.

For Federal Correctional Institution, Danbury:

For City of Danbury:

Warden

Mayor

Date

Date