

OFFICE OF THE  
FIRST SELECTMAN

Telephone (203) 563-0100  
Fax (203) 563-0299

Email to: Bill.Brennan@Wiltonct.org



William F. Brennan  
*First Selectman*

Harold E. Clark  
*Second Selectman*

Ted W. Hoffstatter

Richard J. Dubow

James A. Saxe

TOWN HALL  
238 Danbury Road  
Wilton, CT 06897



**BOARD OF SELECTMEN REGULAR MEETING  
MONDAY, MAY 5, 2014  
MEETING ROOM B, WILTON TOWN HALL**

**PRESENT:** First Selectman Bill Brennan, Richard Dubow, Ted Hoffstatter, James Saxe,

**ABSENT:** Hal Clark

**GUESTS:** Sarah Taffel, Sandy Dennies, Captain Jim Gies of the Fire Department, Jacqueline Rochester

**OTHERS:** 2 Members of the Press

Mr. Brennan called the meeting to order at 7:30 p.m.

**A. Consent Agenda**

Upon motion by Mr. Dubow, seconded by Mr. Saxe, the consent agenda was approved as follows:

Minutes

- Board of Selectmen Meeting – April 21, 2014

Gifts

- Barbara Bates Quincy for Horseshoe Pond - \$50.00
- Irene Newman for Horseshoe Pond - \$50.00
- Sarah & John O'Malley for Horseshoe Pond - \$25.00
- Nicola Douglas for Horseshoe Pond - \$25.00
- Helen Oberstar for Horseshoe Pond - \$25.00
- Wilton Hardware, LLC for Horseshoe Pond - \$100.00
- Kathleen Smeriglio for Horseshoe Pond - \$15.00
- William & Elizabeth Raftery for Horseshoe Pond - \$25.00

Mr. Brennan thanked the above citizens for their generous contributions.

**B. Discussion and/or Action**

1. FFY2013 State Homeland Security Grant Program Region 1, Memorandum of Agreement

Mr. Brennan gave an overview of the Grant and stated the Agreement (attached) was reviewed by Town Counsel. Funds from the grant to be distributed equitably throughout DEMHS Region 1. Motion made by Richard Dubow to have First Selectman Brennan sign grant. Seconded by James Saxe, unanimously passed.

2. New World HR/PR Module Implementation Contract

Mr. Brennan asked Sandy Dennies to give an overview of the Contract (memo attached). Ms. Dennies stated that the contract addendum was negotiated with New World to complete the conversion and installation of the HR/PR Module and to provide additional training. Motion made by Mr. Brennan to approve the contract addendum for New World Systems to allow the training being requested at \$28,800. Motion seconded by Richard Dubow, unanimously passed.

3. Status of Capital Projects

- Comstock – Efforts being made to communicate capital project to the community. Presentation made to Kiwanis
- Yankee Gas – Meeting held on April 29, 2014. Next meeting with Yankee Gas is Wednesday May 7, 2014. Yankee Gas to have responses to questions raised at April 20<sup>th</sup> meeting. Yankee Gas dedicated to getting natural gas into Wilton.

4. Council of Governments – Plans to Adopt

Public Hearing to take place on May 19, 2014 at 7:15 PM regarding change in ordinance. If there are no issues will move to approve at BOS meeting to be held immediately after Public Hearing.

5. Miscellaneous Other Business

Tomorrow is the Annual Town Meeting. Thanked all members for getting capital presentations in on time. Order of presentation is as follows: Richard Dubow is first with presentation of Fire Engine Replacement. Mr. Brennan to follow with Road Restoration Program, Comstock presentation to made by James Saxe, followed by Hal Clark with Ambler Farm and School Security Enhancements. Mr. Brennan made a plea to all citizens to please turn out and vote for budget and for the capital projects.

C. Public Comment – None.

D. Reports

First Selectman Reports:

Reminder: Meeting with Library Trustees is scheduled for May 12, 2014, 7:30PM at the Library.

Selectmen Reports:

Mr. Dubow – Miller Driscoll Building Committee held an informational Session held on April 30, 2014 for parents at Miller Driscoll School. Attendance was minimal. Questions that were raised were addressed and believe everyone that attended left feeling more comfortable with the project. Major concern was that parents would like to see the timeline compressed if possible. Turner Construction is still working on cost estimates with architects.

Mr. Hoffstatter – Go Green Festival was very well attended.

Mr. Saxe – Fire Truck tanker engine is moving along. Hopeful to have pictures for next meeting.

E. Executive Session – Sarah Taffel was invited into Executive Session with the BOS at 8:02 p.m. Out of Executive Session at 8:32 p.m.

Approval of Teamsters Tentative Agreement

- Motion by Bill Brennan to approve the Teamsters Collective Bargaining Agreement effective July 1, 2012. Seconded by Richard Dubow, unanimously carried 4-0.

Plan Amendment 401A Retirement Plan

- Motion by William Brennan to approve the new Adoption Agreement that incorporates employees who are members of the Teamsters Union Local No.145 and authorizes them to participate in the Town's DC Plan. Seconded by Richard Dubow, unanimously carried 4-0

F. Adjournment – Having no further business, the meeting was adjourned at 8:36 p.m.



Jacqueline Rochester, Recording Secretary



**FFY 2013 STATE HOMELAND SECURITY GRANT PROGRAM  
REGION 1 MEMORANDUM OF AGREEMENT**



**Data Sheet**

**Step 1- Fill out this datasheet form to auto populate MOA document.**

**Step 2-Print out entire document by clicking the button below.**

**Step 3- Complete the instructions on the following page.**

**Town Information:**

<b>Person Completing Document:</b>	Mark Amatrudo
<b>Municipality Name (ie. Town of):</b>	TOWN OF WILTON
<b>Municipality Short Name:</b>	WILTON
<b>Town CEO Name:</b>	William F. Brennan
<b>Town CEO Title (ie. Mayor):</b>	First Selectman
<b>Date Recieved By Town:</b>	March 2014

**Point of Contact Information:**

<b>Point of Contact Name:</b>	William F. Brennan - First Selectman
<b>Address:</b>	238 Danbury Road
<b>Email:</b>	bill.brennan@wiltonct.org
<b>Phone:</b>	203-563-0100
<b>Fax:</b>	203-563-0299

Please print this document before continuing.





## FFY 2013 STATE HOMELAND SECURITY GRANT PROGRAM REGION 1 MEMORANDUM OF AGREEMENT CHECKLIST



Please use this checklist to insure completion and accuracy of the following agreement. All items should be checked off once completed.

### 1. Instructions for WILTON

Received by: Mark Amatrudo

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

#### For the MOA:

- ☐ A municipal point of contact been identified in Part III, Section L.
- ☐ The Chief Executive Officer has signed and dated the agreement.
- ☒ The Chief Executive Officer's name and title has been typed in the space provided.

#### For Appendix A

- ☒ The Chief Executive Officer has checked the box marked "NONE AT THIS TIME" or listed equipment and funding source as applicable. Please provide a detailed description and list only that equipment purchased with FFY 2013 grant funds.
- ☐ The Chief Executive Officer has signed and dated Appendix A.
- ☐ The Chief Executive Officer's name and title has been typed in the space provided.

#### For Amendment to Appendix A

Does not need to be completed at this time. This form is to be used at a later date if it is determined the town will serve as the custodial owner of regional equipment. No previous equipment shall be included in this amendment. Please hold onto Amendment to Appendix A in your files until further notice.

#### ☒ Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2013 Homeland Security Grant Program. No other resolutions will be accepted.

Once complete, mail the complete MOA package to: **Central Grants, City of Bridgeport, 999 Broad Street, Bridgeport, CT 06604.**

### 2. Instructions for the City of Bridgeport

Received by: \_\_\_\_\_ Phone Number: \_\_\_\_\_

#### Review and Signature

- ☐ The Chief Executive Officer has signed and dated the agreement.
- ☐ The Chief Executive Officer's name and title has been typed in the space provided.
- ☐ The Region 1 REPT Chair has signed and dated the agreement.
- ☐ The Region 1 REPT Chair's name has been typed in the space provided.
- ☐ All of the items listed on this checklist have been completed and are correct.

Once complete please contact the Strategic Planning and Community Preparedness Unit to schedule a MOA review meeting with Kristina Andres. You can contact her at 860-685-8038 or via email at Kristina.Andres@ct.gov

## DUE DATE: April 4, 2014

# MEMORANDUM OF AGREEMENT

## REGARDING USE OF FEDERAL FISCAL YEAR 2013 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS REGION 1

### PART I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

#### A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut's Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management and Homeland Security (DEMHS), the TOWN OF WILTON ( WILTON ), the City of Bridgeport (Bridgeport), and the Region 1 Regional Emergency Planning Team (Region 1 REPT). DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2013 State Homeland Security Grant Program (SHSGP), Grant Number EMW-2013-SS-00076-SO1, including the following programs: Metropolitan Medical Response System (MMRS); Citizen Corps Program (CCP). DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Coordinating Council, now known as the DEMHS Advisory Council, has approved the allocation formula for grant funds available under such programs as the SHSGP, MMRS, CCP;
4. DESPP/DEMHS is retaining pass-through funds from SHSGP Grant Number EMW-2013-SS-00076-SO1 in the total amount of \$1,342,087 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
  - a. Expanded Regional Collaboration;
  - b. Connecticut Intelligence/Fusion Center/Critical Infrastructure;
  - c. CBRNE Detection/IED Attack Deterrence;
  - d. Medical Preparation and Response;
  - e. NIMS/ICS Training and Exercise
  - f. Metropolitan Medical Response System; and
  - g. Citizen Corps. Program
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 1, including WILTON – has created, and established bylaws for, the Region 1 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 1.
6. WILTON is eligible to participate in those Federal Fiscal Year 2013 SHSGP regional allocations made through the Region 1 REPT and not included in the set-aside projects, in the amount of \$297,081 for Region 1, which will be made available to the jurisdictions in Region 1 in the manner recommended by the Region 1 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

#### B. Purpose of Agreement

The SAA and WILTON enter into Part I of this MOA authorizing the SAA to act as the agent of WILTON and allowing the SAA to retain and administer grant funds provided

under Grant Number EMW-2013-SS-00076-S01 for the seven regional set-aside projects listed above, and also for Bridgeport to provide the financial and programmatic oversight described below.

**C. SAA and WILTON Responsibilities.**

The SAA agrees to administer the SHSGP grant funds of \$1,342,087 in furtherance of the seven regional set-aside projects listed above.

WILTON agrees to allow the SAA to provide financial and programmatic oversight of the \$1,342,087 for the purpose of supporting the allocations and uses of funds under Grant Number EMW-2013-SS- 00076-S01 consistent with the 2013 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) approved by the DEMHS Coordinating Council, now known as the DEMHS Advisory Council. WILTON agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the seven regional set-aside projects listed above.

**D. Bridgeport and WILTON Responsibilities.**

WILTON also agrees to allow Bridgeport to provide financial and programmatic oversight of the Federal Fiscal Year 2013 regional allocation not included in the seven regional set-aside projects in the amount of \$297,081 targeted to member municipalities in DEMHS Region 1 and recommended through the Region 1 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 1 REPT and DEMHS.

**PART II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS**

**A. Introduction**

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut's Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management and Homeland Security (DEMHS), TOWN OF WILTON ( WILTON ), the City of Bridgeport (Bridgeport), and the DEMHS Region 1 Regional Emergency Planning Team (Region 1 REPT).
2. 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 DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. WILTON has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of WILTON , the region, and if necessary, the State.
4. The parties also agree that WILTON operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2013 grant funds, as approved by the Region 1 REPT, and DEMHS, which assets will be added to Appendix A by attached amendment within thirty (30) days of approval by the Region 1 REPT.
5. The Region 1 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. Bridgeport has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 1 for Federal Fiscal Year 2013;

**B. Purpose.**

DESPP/DEMHS, the Region 1 REPT, Bridgeport, and WILTON enter into Part II of this MOA regarding asset(s) for which WILTON agrees to be the custodial owner, and which are described in Appendix A, as may be amended.

**C. Agreements and Responsibilities of the Parties.**

**1. Definitions.**

As used in this MOA:

- The term "authorized training" means training that is authorized by DEMHS.

- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

**2. Responsibilities of DESPP/DEMHS, Bridgeport.**

In its role as SAA, DESPP/DEMHS will subgrant funds to Bridgeport and as the Region 1 Fiscal Agent, will procure the asset(s) listed in Appendix A.

**3. Amendment of Appendix A.**

The parties agree that decisions regarding the placement of regional assets in WILTON may be made after the execution of this agreement and that Appendix A shall be amended accordingly (see attached form). WILTON agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that any amendment to Appendix A must be signed by the DEMHS Deputy Commissioner, the Chair of the Region 1 REPT. and the Chief Executive Officer, or his/her designee, of WILTON

**4. Responsibilities of Custodial Owner/ WILTON**

WILTON understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) listed in Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, WILTON agrees:

- To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of WILTON's public safety agencies may use the asset(s) for appropriate emergency response purposes, including authorized training and exercise;
- To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DEMHS;
- To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DEMHS as requested;
- To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DEMHS as requested.
- To maintain all necessary insurance regarding the asset(s) and their use;
- To cooperate with any state or federal audit of the asset(s) and/or their use;
- To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- That all maintenance and operations of the asset(s) by WILTON shall conform to the manufacturer's recommendations. If appropriate, WILTON shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of WILTON performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

**5. Responsibilities of the REPT.**



The Region 1 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s) WILTON is furthering regional collaboration and mutual aid on behalf of all of the members of Region 1.

**6. Assignment of Asset(s).**

If WILTON does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DEMHS will provide 60 days' notice before re-assigning the asset

**PART III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT**

**A. Effective Date.**

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

**B. Authority to Enter Agreement.**

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The TOWN OF WILTON is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

**C. Duration of Agreement.**

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving WILTON written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

**D. Amendment of the Agreement.**

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

**E. Litigation.**

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 agree that any disputes under Part II, Paragraph C.7 shall be resolved by DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, 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.

**F. State Liability.**

The Parties agree to indemnify and hold harmless the State of Connecticut, including DESPP and DEMHS, with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until WILTON, through the Region 1 REPT, is notified by the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.

**G. Audit Compliance.**

If WILTON, through the Region 1 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then WILTON 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. WILTON agrees that all fiscal records, if any, 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.

#### **H. Lobbying, Debarment, and Suspension.**

WILTON 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.

#### **I. 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 and 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. WILTON 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 its 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 cancelled 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 thereof. The parties agree to abide by such Executive Order.

The 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.

#### **J. Non-Discrimination Clause.**

In accordance with Public Act 88-351, the Town 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 asset(s) of which is owned by 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" 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.

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or 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 Town 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 Town 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 Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town 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; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town 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.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town'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.

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

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or 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 Town 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. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town 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.

The Town 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.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or 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.

**K. Non-discrimination on the Grounds of Sexual Orientation.**

1. The Town agrees/warrants that in the performance of the contract such Town 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 Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
3. The Town agrees to comply with each provision of this Section and Sections 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 Town 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 Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
5. The Town 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 Town shall take such actions 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 Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town 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.

**L. Points of Contact.**

1. The Point of Contact for the SAA	
<b>Name &amp; Title:</b> Deputy Commissioner William P. Shea	
<b>Address:</b> 25 Sigourney Street, 6 <sup>th</sup> Floor, Hartford, CT 06106	
<b>Emails:</b> <a href="mailto:William.shea@ct.gov">William.shea@ct.gov</a> and <a href="mailto:Rita.Stewart@ct.gov">Rita.Stewart@ct.gov</a>	<b>Phone:</b> 860-256-0800
	<b>Fax:</b> 860-256-0815
2. The Point of Contact for WILTON	
<b>Name &amp; Title:</b> William F. Brennan - First Selectman	
<b>Address:</b> 238 Danbury Road	
<b>Email Address:</b> <a href="mailto:bill.brennan@wiltonct.org">bill.brennan@wiltonct.org</a>	<b>Phone:</b> 203-563-0100
	<b>Fax:</b> 203-563-0299



**M. Other provisions.**

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or WILTON. 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 TOWN OF WILTON**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Chief Executive Officer  
Duly Authorized  
Typed Name & Title: William F. Brennan First Selectman

**THE CITY OF BRIDGEPORT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Chief Executive Officer  
Duly Authorized  
Typed Name & Title: \_\_\_\_\_

**THE REGION 1 REGIONAL EMERGENCY PLANNING TEAM**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Chair  
Duly Authorized  
Typed Name: Anthony Shrillo, REPT Chair

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
William P. Shea, Deputy Commissioner  
Duly Authorized

**Appendix A**

The following is a list of the assets for which the TOWN OF WILTON has agreed to serve as the custodial owner:

☒ **NONE AT THIS TIME**

<u>Equipment Description</u>	<u>Funding Source (SHSGP)</u>
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THE TOWN OF WILTON

By:	_____	Date:	_____
	Its Chief Executive Officer		
	Duly Authorized		
	Typed Name &		
	Title:	William F. Brennan	First Selectman

# MEMORANDUM OF AGREEMENT

REGARDING USE OF  
FEDERAL FISCAL YEAR 2013 STATE HOMELAND SECURITY GRANT FUNDING  
AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS  
IN DEMHS REGION 1

## AMENDMENT TO APPENDIX A

FOR THE TOWN OF WILTON

Equipment Description

Funding Source (SHSGP)

Not Applicable

### THE TOWN OF WILTON

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Chief Executive Officer  
Duly Authorized  
Typed Name & Title: William F. Brennan First Selectman

### THE REGION 1 REGIONAL EMERGENCY PLANNING TEAM

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Chair  
Duly Authorized  
Typed Name: Anthony Shrillo, REPT Chair

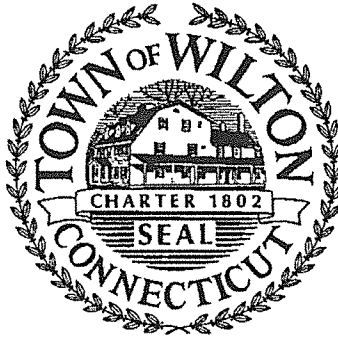
### DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/ DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
William P. Shea, Deputy Commissioner  
Duly Authorized

FINANCE DEPARTMENT

Tel (203) 563-0114

Fax (203) 563-0299



TOWN HALL  
238 Danbury Road  
Wilton, Connecticut 06897

April 29, 2014

To: William Brennan  
First Selectman

From: Sandra L. Dennies  
Chief Financial Officer

Re: Contract Addendum #2 New World Systems

Attached please find a contract addendum for New World Systems that will enable us to complete the conversion and installation of the Human Resources/Payroll Module for the Town. Last year in June, Addendum #1 was approved by the Board of Selectman to continue the process of installing the New World System. To date the Financial Management Module and the Land Use Module (Community Development) are live and being used by the Town. When we presented the addendum last year, we indicated that there would be a need for one more addendum, but wouldn't know how much additional training /consulting time would be necessary. We now believe that this addendum, for 36 additional days of training and consultation will be adequate to bring the HR/PR module and eService (On line access by residents and employees) by spring of 2015.

The price per hour has once again been negotiated to \$100 an hour, 28.5% less than the normal rate of \$140. We currently have funds available in the budget to pay for this additional amount of \$28,800.





April 28, 2014

**ADDITIONAL SERVICES ADDENDUM**

Ms. Sandra Dennies, CFO  
Town of Wilton  
238 Danbury Road  
Wilton, CT 06897

Dear Ms. Dennies:

New World Systems is pleased to provide additional services for implementation and training of Community Development and Human Resources Suites.

The attached form (Exhibit B) is to be reviewed and approved by you and/or your authorized representative. It describes the additional services to continue implementation and training of previously licensed Standard Software.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

**ACKNOWLEDGED AND AGREED TO BY:**

**NEW WORLD SYSTEMS® CORPORATION**  
**(New World)**

**TOWN OF WILTON, CONNECTICUT**  
**(Customer)**

By: \_\_\_\_\_  
Larry D. Leinweber, President

By: \_\_\_\_\_  
Authorized Signature Title

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

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

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

**PRICING IS VALID THROUGH JUNE 30, 2014.**

**EXHIBIT B**  
**ADDITIONAL SUPPORT SERVICES AND FEES**

**1. Support Services**

Up to 36 days have been allocated to provide implementation and training of Community Development and Human Resources Suites. **Actual usage may be higher or lower based on Customer's requirements and use of these support services.**

Support services are to be performed at **Customer's** premises but may be provided at **New World** national headquarters in Troy, Michigan at the request of the **Customer**. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out of pocket costs and lost revenues.

**2. Support Service Fees**

The days cited above will be provided at the rate of \$800 per day for an average work day of 8 hours. Any additional support services provided by **New World** outside the scope of this Agreement will be provided as an additional cost at the **Customer's** daily rate in effect at that time.

**Based on the days listed above, the support service cost is \$28,800.** (Plus all actual and reasonable travel expenses and time (@ \$100/hr.) incurred by **New World** divided proportionately between all **New World** customers visited on a single trip.)

**3. Payments for Services and Travel Costs**

Support Services will be billed as follows:

a) Amount invoiced upon the Effective Date (100%)	\$28,800
<b>TOTAL DUE.....</b>	<b><u>\$28,800</u></b>

All travel costs including time will be billed weekly for the previous calendar week. Any taxes or fees imposed from the course of this Agreement are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**. **Payments are due within fifteen (15) days from receipt of invoice.**