Pledge of Allegiance
Recording of Attendance by Town Clerk
Presentation – Engineering Projects

A. COMMENTS:
   1. Public
   2. Hearings on Ordinances and Resolutions
      a. None
   3. Reports from Boards and Commissions

B. DISCUSSION ITEMS:
   1. None.

C. COUNCIL ACTION:
   1. Workshop Items for Referral to Regular Business Agenda for Final Action - None
   2. 2019 State Homeland Security Grant Program
      a. 2019 Homeland Security Grant Agreement
   3. Local Transportation Capital Improvement Program (LOTCIP) Award
      a. LOTCIP Award Supplemental Information
   4. Ordinances and Resolution for Action:
      a. None
   5. Ordinances and Resolution for Introduction:
      a. None
   6. Minutes
      a. November 11, 2019 Special Meeting
      b. November 18, 2019 Regular Meeting and Auditors
   7. Public Comments
   8. Executive Session
      a. None
   9. Adjourn

Citizens are able to review minutes for Town Boards and Commissions at:
   http://wethersfieldct.com - use the Agendas and Minutes tab on the right side
DATE: December 2, 2019

DEPARTMENT: Town Manager

REQUESTED BY: Gary A. Evans


COST: N/A BUDGET SOURCE/AMOUNT: N/A

JUSTIFICATION: This is an annual MOA between the State, CRCOG, and the Town of Wethersfield regarding the disposition of Federal Homeland Security Funds.

IMPACT IF NOT APPROVED: If not approved the Town of Wethersfield cannot participate in regional programs which are funded with these monies.

TOWN MANAGER COMMENTS: This is an annual agreement. The Federal Department of Homeland Security provides funds to state and local governments for emergency management and homeland security programs. Towns in CT have agreements with the State and their regional Councils of Governments for conducting the programs and administering the dollars.

The programs that are provided for with the use of these Federal Dollars are:
   a. Regional Collaboration
   b. Connecticut Intelligence Center / Fusion Center
   c. Chemical, Biological, Radiological, Nuclear, and Explosive Detection & Response
   d. Metropolitan Medical Response System
   e. Citizen Corps
   f. Medical Preparation and Response
   g. Cyber Security

The amount of Federal Dollars is $1,539,465.

Also, the agreement provides that there are regional dollars administered through CRCOG of $358,659. These funds are used to support regional programs such as the regional S.W.A.T. and dive teams, regional response vehicles, training, etc.

TOWN MANAGER COMMENTS: These funds are a regional asset and allow the town to participate in program that includes SWAT and tactical training, regional purchasing of shared emergency equipment and local use communication equipment. I recommend approval.

TOWN COUNCIL AGENDA ITEM

ACTION REQUIRED: Motion to authorize the Town Manager to execute any and all documents related to the Memorandum of Agreement Regarding Use of Federal Fiscal Year 2019 State Homeland Security Grant Funding and Custodial Ownership of Regional Assets in DEMHS Region 3.
Data Sheet

Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

**THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY**

Step 2- After populating the document, print out entire MOA and obtain the correct signatures as outlined by the completion checklist on the following page.

<table>
<thead>
<tr>
<th>Town Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Person Completing Document:</strong></td>
</tr>
<tr>
<td><strong>Municipality Name:</strong></td>
</tr>
<tr>
<td><strong>Town CEO Name:</strong></td>
</tr>
<tr>
<td><strong>Town CEO Title (ie. Mayor):</strong></td>
</tr>
</tbody>
</table>

*Municipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"

<table>
<thead>
<tr>
<th>Point of Contact Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>POC Name &amp; Title:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
</tr>
</tbody>
</table>
Please use this checklist to insure completion and accuracy of the following agreement.

1. **Instructions for: TOWN OF WETHERSFIELD**

**Received by:** Karen M. Tomczyk, Deputy EMD

**For the MOA:**
- ☐ A municipal point of contact been identified in Part III, Section M.
- ☐ 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.

- ☐ **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 2019 Homeland Security Grant Program. No other resolutions will be accepted.**

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2019 HSGP funds by the REPT. **(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)**

Once complete, mail the complete MOA package to: Cheryl Assis, Capitol Region Council of Governments, 241 Main Street, Hartford, CT 06106

2. **Instructions for the Capitol Region Council of Governments**

**Received by:**

**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 3 REPT Chair has signed and dated the agreement.
- ☐ The Region 3 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 your DESPP/DEMHs Program Manager to schedule a MOA review meeting.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2019 HSGP funds by the REPT. **(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)**

**DUE DATE:** January 8, 2020
MEMORANDUM OF AGREEMENT
REGARDING USE OF
FEDERAL FISCAL YEAR 2019 STATE HOMELAND SECURITY
GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL
ASSETS IN DEMHS Region 3

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 Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF WETHERSFIELD, the Capitol Region Council of Governments (Fiduciary) and the Region 3 Regional Emergency Planning Team (Region 3 REPT).

2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2019 State Homeland Security Grant Program (SHSGP), Award No. EMW-2019-SS-00040. 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 Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;

4. DESPP/DEMHS is retaining pass-through funds from 2019 SHSGP in the total amount of $1,539,465 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
   a. Regional Collaboration;
   b. Connecticut Intelligence Center/Fusion Center;
   c. CBRNE Detection and Response;
   d. Metropolitan Medical Response System;
   e. Citizen Corps. Program;
   f. Medical Preparation and Response; and
   g. Cyber Security

5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 3 including TOWN OF WETHERSFIELD – has created, and established bylaws for, the Region 3 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 3.

6. TOWN OF WETHERSFIELD is eligible to participate in those Federal Fiscal Year 2019 SHSGP regional allocations made through the Region 3 REPT and not included in the set-aside projects, in the amount of $358,659.20 (and an additional $65,000 for the regional bomb squad) for Region 3 which will be made available to the jurisdictions in Region 3 in the manner recommended by the REPT in accordance with its approved bylaws, upon execution of the grant accepted by the SAA.

B. Purpose of Agreement
The SAA and TOWN OF WETHERSFIELD enter into Part I of this MOA authorizing the SAA to act as the agent of TOWN OF WETHERSFIELD and allowing the SAA to retain and administer grant funds provided under 2019 SHSGP for the seven regional set-aside projects listed above, and also for The Capitol Region Council of Governments to provide the financial and programmatic oversight described below.

C. SAA and TOWN OF WETHERSFIELD Responsibilities.
The SAA agrees to administer the SHSGP grant funds of $1,539,465 in furtherance of the seven regional set-aside projects listed above.
TOWN OF WETHERSFIELD agrees to allow the SAA to provide financial and programmatic oversight of the $1,539,465 for the purpose of supporting the allocations and uses of funds under the
2019 SHSGP consistent with the 2019 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) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. TOWN OF WETHERSFIELD 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. Capitol Region Council of Governments & TOWN OF WETHERSFIELD Responsibilities.

TOWN OF WETHERSFIELD also agrees to allow the Capitol Region Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2019 regional allocation not included in the seven regional set-aside projects in the amount of $358,659.20 (an additional $65,000 for the regional bomb squad) targeted to member municipalities in DEMHS Region 3 and recommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DEMHS.

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 Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF WETHERSFIELD, the Capitol Region Council of Governments (Fiduciary), and the DEMHS Region 3 Regional Emergency Planning Team (Region 3 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. 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. TOWN OF WETHERSFIELD has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of TOWN OF WETHERSFIELD, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).

4. The parties also agree that TOWN OF WETHERSFIELD may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2019 grant funds, as approved by the Region 3 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 3 REPT.

5. The Region 3 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.

6. The Capitol Region Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 3 for Federal Fiscal Year 2019.

B. Purpose.

DESPP/DEMHS, the Region 3 REPT, Capitol Region Council of Governments (Fiduciary), and TOWN OF WETHERSFIELD, enter into Part II of this MOA regarding asset(s) for which TOWN OF WETHERSFIELD agrees to be the custodial owner, and which are described in the approved 2019 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term “authorized training” means training that is authorized by DESPP/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 and Capitol Region Council of Governments (Fiduciary)
In its role as SAA, DESPP/DEMHS will subgrant funds to Capitol Region Council of Governments which, as the Region 3 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

3. Appendix A.
The parties agree that decisions regarding the placement of regional assets in TOWN OF WETHERSFIELD may be made after the execution of this agreement and that Appendix A shall be completed accordingly. TOWN OF WETHERSFIELD agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 3 REPT, and the Chief Executive Officer, or his/her designee, of TOWN OF WETHERSFIELD.

4. Responsibilities of Custodial Owner
TOWN OF WETHERSFIELD understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, TOWN OF WETHERSFIELD agrees:

a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;

b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of TOWN OF WETHERSFIELD’s municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;

c. 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 DESPP/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 DESPP/DEMHS;

d. 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;

e. 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 DESPP/DEMHS as requested;

f. 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 DESPP/DEMHS as requested.

g. To maintain all necessary insurance regarding the asset(s) and their use;

h. To cooperate with any state or federal audit of the asset(s) and/or their use;

i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;

j. 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;

k. That all maintenance and operations of the asset(s) by TOWN OF WETHERSFIELD shall conform to the manufacturer’s recommendations. If appropriate, TOWN OF WETHERSFIELD shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of TOWN OF WETHERSFIELD 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 3 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), TOWN OF WETHERSFIELD is furthering regional collaboration and mutual aid on behalf of all of the members of Region 3.
6. Assignment of Asset(s).

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

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 DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of _TOWN OF WETHERSFIELD_ 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 _TOWN OF WETHERSFIELD_ 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.6 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 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 _TOWN OF WETHERSFIELD_, through the Region 3 REPT, is notified by the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.
G. Confidential Information

a. Confidential Information: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual’s name, date of birth, mother’s maiden name, motor vehicle operator’s license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DESPP/DEMHS classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

b. Confidential Information Breach: Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

H. Audit Compliance.

If TOWN OF WETHERSFIELD through the Region 3 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then TOWN OF WETHERSFIELD 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. TOWN OF WETHERSFIELD 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.

I. Lobbying, Debarment, and Suspension.

TOWN OF WETHERSFIELD commits to compliance with the requirements under 28 CFR Part 68 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Non-procurement) 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.
J. 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. TOWN OF WETHERSFIELD 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 provisions 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 hereof. 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. This contract may also be subject to Executive Order No. 14 and Executive Order No. 49. Executive Order of Governor M. Jodi Rell, promulgated April 17, 2016, concerning procurement of cleaning products and services. Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions.

K. 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 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 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 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.

L. 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 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.

M. Points of Contact.

1. The Point of Contact for the SAA

Name & Title: Deputy Commissioner Regina Y. Rush-Kittle
Address: 1111 Country Club Road, Middletown, CT 06457
Emails: regina.rush-kittle@ct.gov and rita.stewart@ct.gov
Phone: 860-685-8531
Fax: 860-685-8902

2. The Point of Contact for TOWN OF WETHERSFIELD

Name & Title: Anthony Dignoti, EMD
Address: 505 Silas Deane Hwy, Wethersfield, CT 06109
Email Address: anthony.dignoti@wethersfieldct.gov
Phone: 860-202-3693
Fax: 860-721-2843

N. Other provisions.

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or TOWN OF WETHERSFIELD. 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 WETHERSFIELD
By: Its Chief Executive Officer
Duly Authorized
Typed Name & Title: Gary A. Evans
Date: Town Manager

CAPITOL REGION COUNCIL OF GOVERNMENTS
By: Its Chief Executive Officer
Duly Authorized
Typed Name
Date: 
MOA THE Region 3 REGIONAL EMERGENCY PLANNING TEAM

By: ___________________________ Duly Authorized
Typed Name: ___________________________

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

By: ___________________________ Duly Authorized

Regina Y. Rush-Kittle
Duly Authorized
TOWN COUNCIL AGENDA ITEM – BID/RFP AWARD

DATE: December 2, 2019

DEPARTMENT: Public Works/Engineering

REQUESTED BY: Derrick Gregor

ITEM: Request to accept a Local Transportation Capital Improvements Program (LOTCIP) funds totaling $987,600 from the Connecticut DOT through the Capital Region Council of Governments (CRCOG) for pavement rehabilitation along Highland Street from the Rocky Hill town line to Thornbush Road.

TOWN BID/RFP #: N/A

STATE CONTRACT #: N/A

BID/RFP DATE: N/A

TERM: N/A

RENEWALS: N/A

TERMS OF RENEWAL: N/A

COST: $0

BUDGET SOURCE/AMOUNT: N/A

JUSTIFICATION / IMPACT IF NOT APPROVED:

The Town receives frequent complaints regarding the poor pavement conditions along this segment of Highland Street and accepting this award to utilize state funds allows the Town to allocate more local funds to paving other roads. If the award is not accepted, the road conditions will continue to worsen until the Town allocates road funds and completes required improvements as part of a future paving program or funding from another source can be secured.

DEPARTMENT HEAD COMMENTS:

The Town submitted an application for rehabilitating pavement along this section on Highland Street in May 2018, which was selected for funding through LOTCIP by CRCOG and DOT staff. With this program, the Town is responsible for 100% of survey, design and bidding costs; however, all construction and associated inspection costs are fully funded by the program.

The project will include milling 2.5” of pavement and installing 3.5” of new asphalt, constructing 320 linear feet of new concrete sidewalk along the east side of the road to connect the existing sidewalk system in Rocky Hill, installing a new crosswalk, concrete sidewalk ramps and associated signage near the Town line, and replacement of bituminous concrete curb, driveway aprons and sidewalk ramps throughout the project area as required. The original estimated cost of this work was $640,800 when the Council approved submission of the application; however, at the request of DOT, the project cost has increased to provide a thicker pavement section and additional pedestrian improvements. The Town of Rocky Hill was
consulted during the conceptual design phase and is in favor of the project that includes limited improvements that extend over the town line.

Given the limited project scope, Town staff will provide all survey, design and bidding services as part of the required match for the state funds; and therefore, there is no additional cost to the Town. At this time, we anticipate the Town will bid the project in spring of 2020 with construction late next year.

TOWN MANAGER COMMENTS: This roadway represents a gateway between Rocky Hill and Wethersfield; thereby having a significant amount of traffic. Accepting these funds allows the town to improve deteriorating road conditions using state funding. I recommend approval.

ATTACHMENTS: DOT Commitment to Fund Letter dated 11/20/19 and plan showing project limits, dated 5/9/18

ACTION REQUIRED: Motion to authorize the Town Manager to accept and execute any and all documents related to funds totaling $987,600 from the CT DOT through the Capital Region Council of Governments (CRCOG) for pavement rehabilitation along Highland Street from Rocky Hill town line to Thornbush Road
Mr. Gary A. Evans  
Town Manager  
Town of Wethersfield  
505 Silas Deane Highway  
Wethersfield, Connecticut 06109

Dear Mr. Evans:

Subject: Local Transportation Capital Improvement Program (LOTCIP)  
Commitment to Fund  
Pavement Rehabilitation  
State Project No. L159-0001  
Highland Street  
Town of Wethersfield

The Department of Transportation (Department) has received the LOTCIP application prepared by the Town of Wethersfield (Municipality) and submitted through the Capitol Region Council of Governments (COG) relative to the subject project. The Department has reviewed the application materials along with the revised cost estimate provided by the Municipality and subsequently endorsed by the COG.

The LOTCIP application for this project has been approved. The Department hereby commits to fund eligible project costs as follows:

<table>
<thead>
<tr>
<th>Contract Items:</th>
<th>$823,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contingencies:</td>
<td>$82,300</td>
</tr>
<tr>
<td>Incidentals to Construction:</td>
<td>$82,300</td>
</tr>
<tr>
<td>Total Funding Commitment:</td>
<td>$987,600</td>
</tr>
</tbody>
</table>

This Commitment to Fund is subject to general conditions including, but not limited to, the following:

1. The project is to be administered by the Municipality in accordance with the Local Transportation Capital Improvement Program Guidelines, dated March 2019, as may be revised. The guidelines are available on the Department’s LOTCIP web page at [www.ct.gov/dot/lotcip](http://www.ct.gov/dot/lotcip).
2. The project costs identified in this Commitment to Fund letter are based on estimates provided by the Municipality and endorsed by the COG. These costs are to be considered capped until adjustment, based on low bid or otherwise revised, in accordance with the LOTCIP guidelines.

3. Any scope revisions and/or twenty percent (20%) changes in cost identified during the design phase must be approved by the COG and the Department, as specified in the LOTCIP guidelines.

4. Upon completion of project design activities, the Municipality must forward to the Department, through the COG, a Final Design Submission along with supporting documentation and certifications, as defined in the LOTCIP guidelines.

5. The Municipality must execute and deliver a Project Authorization Letter (PAL) issued pursuant to the Master Municipal Agreement for Construction Projects and comply with its terms. The PAL will be forwarded to the Municipality for execution, subsequent to the receipt of the Final Design Submission package by the Department.

This commitment is further subject to the following project-specific conditions:

1. This project may require environmental permits. In accordance with the LOTCIP guidelines, the Municipality will be responsible for the acquisition of all environmental permits that may be required. Please be advised that any project that involves work within waters or wetlands may require State and/or Federal environmental permits. It is critical that the Municipality or their consultant contact the Connecticut Department of Energy and Environmental Protection (DEEP) - Inland Water Resources Division early in the design process to discuss permitting requirements, and to identify specific environmental concerns and design considerations. Failure to establish early coordination with DEEP may result in significant time delays in the permitting process due to the need for design changes and/or denial of permit applications.

2. The LOTCIP application materials indicate that right of way acquisitions are not anticipated to be required for the project. Should it be determined during the design phase that right of way acquisitions will be required, the Municipality must notify the Department through the COG, as specified in the LOTCIP guidelines.

3. This project may require utility relocations. Coordination with utility companies who have facilities in the project area, as well as with any utilities that currently do not have facilities present but may have plans to expand service to the area, should begin early in the design process. Costs for relocation of privately-owned utility facilities on municipally-owned roadways, including adjustment of utility gates, are the responsibility of the affected utility and are ineligible for LOTCIP participation.
Please be informed that, in accordance with the LOTCIP guidelines, the Department will initiate an Environmental Screening Review for this project to assist the Municipality in identifying items relative to natural resources, historic/archaeological resources, etc. that may need to be investigated or addressed during the design phase. The Environmental Screening Review is expected to be completed within approximately sixty (60) days. The results will be forwarded to the Municipality and the COG, when received.

If the Municipality accepts this Commitment to Fund, please sign below and return a copy of this letter to this office within thirty (30) days. Transmission via e-mail is acceptable.

If you have any questions, please contact the Project Manager, Mr. William Grant at (860) 594-3229 or by e-mail at William.E.Grant@ct.gov.

Very truly yours,

Gregory M. Dorosh, P.E.
Division Chief of Highway Design
Bureau of Engineering and Construction

Accepted By: ____________________________ Date ____________

Mr. Gary A. Evans, Town Manager

cc: Mr. Derrick Gregor, P.E., Town Engineer, Town of Wethersfield
    Mr. Lyle Wray, Executive Director, Capitol Region Council of Governments
    Ms. Satoria Montanari, Program Manager, Capitol Region Council of Governments