

Am 68



State of New Hampshire

DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

JOHN J. BARTHELMES
COMMISSIONER
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, NH 03301

March 11, 2013

Retractive / sole source

Requested Action

Pursuant to RSA 21-P:43, authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, to **retroactively** amend the **sole source** contract with the Intl Assn of Fire Fighters (IAFF) (VC#207503, B001) 1750 New York Avenue NW, Washington, DC, originally approved by Governor and Council on October 3, 2012, Item #63, by increasing the contract amount by \$45,000.00, from \$105,000.00 to \$150,000.00 and by extending the end date from December 31, 2012, to May 31, 2013. All other terms and conditions of the contract remain the same. Effective upon Governor and Council approval through May 31, 2013. Funding source: 100% Federal Funds.

Funding is available in the SFY2013 operating budget as follows:

02-23-23-231010-54090000	Dept. of Safety	Office of the Commissioner	HLS Training Grants	
102-500731	Contracts for Program Services			<u>FY2013</u>
Activity Code: 23HS10SHTR/J				\$45,000.00

Explanation

This request is **retroactive** because it was not realized until after the original agreement expired on December 31, 2012, that an additional training program would be beneficial through this vendor. The requested training program is scheduled to be held May 20, 2013 through May 23, 2013. No funds have been paid to the vendor under this amendment. Additionally, this requested contract amendment with Intl Assn of Fire Fighters (IAFF) is **sole source** because IAFF is the organization that developed this program and is the only organization that certifies instructors in the Fire Ground Survival course.

This training is necessary because it can help save the lives of NH firefighters by providing fire departments with the skills fire fighters need to improve situational awareness thus preventing disorientation and providing the self-survival skills and procedures that are required. This program was developed by the IAFF with funding from the U.S. Department of Homeland Security through the Assistance to Firefighters (FIRE Act) grant program. As part of this contract all required training props, student material and Master IAFF instructors will be supplied by the IAFF.

The IAFF Fire Ground Survival (FGS) program is the most comprehensive survival skills and MAYDAY (universal distress signal) prevention program currently available nationally. Incorporating federal regulations, proven incident management best practices and survival techniques from leaders in the field, and real case studies from experienced fire fighters, the FGS program aims to educate all fire fighters to be prepared if the unfortunate happens. IAFF Fire Ground Survival instructors will provide participating fire departments with the skills they need to improve situational awareness and prevent a MAYDAY.

This program is being conducted as a Train-the-Trainer program so fire service instructors throughout the state can attend the training and have the ability to bring this knowledge back to the local fire departments and train additional fire fighters throughout the state. As part of this contract the Division will have the rights to produce all the necessary student materials and training props to effectively continue this training in New Hampshire.

Respectfully submitted,

[Signature]
John J. Barthelmes
Commissioner of Safety

Contract Amendment

For the delivery of the IAFF Fire Ground Survival Program

Intl Assn of Fire Fighters (IAFF) (VC#207503)

It is hereby agreed that the initial contract, approved by Governor and Council on October 30, 2012, Item #63, between Intl Assn of Fire Fighters as "Contractor" and the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services as "State," for the delivery of the IAFF Fire Ground Survival Train-the-Trainer programs, is amended as follows:

1. To include one additional IAFF Fire Ground Survival Train-the-Trainer program to be held May 20, 2013 through May 23, 2013.
2. Both parties agree to amend the agreement approved by Governor and Council on October 30, 2012, Item #63, to extend the effective date until May 31, 2013 for an additional cost of \$45,000.00. All other provisions of that certain service agreement shall remain in full force and effect.

Harold A. Schattberger

(Contractor)

By: HAROLD A. SCHATTBERGER

Title: GENERAL PRESIDENT

Company: IAFF

~~District~~
State of: Columbia

County of: Washington DC

On the 31 day of January, 2013, there appeared before me in the state and county foresaid, a person who satisfactorily identified himself as Harold A. Schattberger and acknowledged that he executed this document.

In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public/Justice of the Peace

My Commission Expires: November 14, 2015

(Affix Seal)

TONYA THOMPSON
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 14, 2015

STATE OF NEW HAMPSHIRE

By: _____



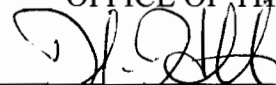
Title: _____

Director of Administration

The foregoing contract, having been reviewed by this office, is approved as to form, substance and execution

OFFICE OF THE ATTORNEY GENERAL

By: _____



Assistant Attorney General
David M. Hilb

On: _____

3/6/13

Governor and Council of New Hampshire

On: _____

Signed: _____

Title: _____



INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS®

HAROLD A. SCHAITBERGER
General President

THOMAS H. MILLER
General Secretary-Treasurer

February 11, 2013

State of New Hampshire
Department of Safety
Division of Fire Standards & Training
Emergency Medical Services
33 Hazen Drive
Concord, NH 03305

To Whom It May Concern:

I, the undersigned Thomas H. Miller, General Secretary-Treasurer of the International Association of Fire Fighters, do certify that:

Harold A. Schaitberger President of the International Association of Fire Fighters, has the authority to bind the association in the capacity of President as per a vote of the governing body on July 25, 2012. This authority is still in effect and hasn't been repealed, amended or revoked.

IN WITNESS WEHEREOF, the undersigned has executed this Certificate as of the 12th day of Feb., 2013.

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

By: Thomas H. Miller (Signature)

Thomas H. Miller
General Secretary-Treasurer
International Association of Fire Fighters



INTL-01

OP ID: KF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Schoenfeld Ins. Assoc., Inc. 6225 Smith Ave Baltimore, MD 21209 Karen Feger	410-602-2000 410-602-1160	CONTACT NAME: Karen L. Feger, CIC, CRM PHONE (A/C, No, Ext): 410-602-2000 FAX (A/C, No): 410-602-1160 E-MAIL ADDRESS: kfefer@schoenfeldins.com																					
INSURED Intl Assoc of Fire Fighters AFL-CIO 1750 New York Ave, NW Washington, DC 20006		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Liberty Surplus Insurance Corp</td><td></td></tr><tr><td>INSURER B:</td><td>Sentinel Insurance Co.</td><td>22357</td></tr><tr><td>INSURER C:</td><td>RSUI Indemnity Ins</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Surplus Insurance Corp		INSURER B:	Sentinel Insurance Co.	22357	INSURER C:	RSUI Indemnity Ins		INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ ABUSE/MOL 1000000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		1000020141-01	11/09/12	10/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		30UENAM4112	11/09/12	10/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ NIL		NHA061714	11/09/12	10/01/13	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	30WECK7420	11/09/12	10/01/13	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

IAFF Fire Ground Survival Train the Trainer Course at the New Hampshire Fire Academy, 98 Smokey bear Blvd, Concord NH

CERTIFICATE HOLDER**CANCELLATION****STATENH**

State of New Hampshire
Department of Safety, Div of
Fire Standards & Training
33 Hazen Dr
Concord, NH 03305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FSTEMS-FS 08-2012-02



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

ACC # 63

10-03-2012

JOHN J. BARTHELMES
COMMISSIONER

August 28, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, NH 03301

RQ# 132210

Requested Action

Pursuant to RSA 21-P:43, authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, to enter into a sole source grant agreement with Intl Assn of Fire Fighters (IAFF) (VC#207503, B001) 1750 New York Avenue NW, Washington, DC, in the amount of \$105,000.00 for the delivery of the IAFF Fire Ground Survival Program. Effective October 9, 2012 through December 31, 2012. Funding source: 100% Federal Funds.

Funding is available in the SFY2013 operating budget as follows:

02-23-23-231010-54090000 Dept. of Safety Office of the Commissioner HLS Training Grants
072-500574 Grant to Local Gov't-Federal
Activity Code: 23HS08SHTR/J

FY2013
\$105,000.00

Explanation

This contract is sole source because the IAFF is the organization that developed and certifies instructors in the Fire Ground Survival course. This training is necessary because it can help save the lives of NH fire fighters by providing fire departments with the skills fire fighters need to improve situational awareness thus preventing disorientation and providing the self-survival skills and procedures that are required. The purpose of this contract is to conduct two Fire Ground Survival Instructor Training Programs (Train-the-Trainer) offered by the IAFF. This program was developed by the IAFF with funding from the U.S. Department of Homeland Security through the Assistance to Fire Fighters (FIRE Act) grant program. As part of this contract all required training props, student material and Master IAFF instructors will be supplied by the IAFF.

The IAFF Fire Ground Survival (FGS) program is the most comprehensive survival skills and MAYDAY prevention program currently available nationally. Incorporating federal regulations, proven incident management best practices and survival techniques from leaders in the field, and real case studies from experienced fire fighters, the FGS program aims to educate all fire fighters to be prepared if the unfortunate happens. IAFF Fire Ground Survival instructors will provide participating fire departments with the skills they need to improve situational awareness and prevent a MAYDAY.

There has never been this in-depth level of training for MAYDAY situations provided within the State of New Hampshire. This program is being conducted as a Train-the-Trainer program so fire service instructors through out the state can attend the training and have the ability to bring this knowledge back to the local fire departments and train additional fire fighters throughout the state. As part of this contract the Division will have the rights to produce all the necessary student materials and training props to effectively continue this training in New Hampshire.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

Subject:

Intl Assn of Fire Fighters - IAFF Fireground Survival Training Course

FORM NUMBER P-37 (version 1/09)

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 State Agency Name Division of Fire Standards and Training & EMS		1.2 State Agency Address 33 Hazen Drive, Concord NH 03305	
1.3 Contractor Name Intl Assn Of Fire Fighters		1.4 Contractor Address 1750 New York Ave NW, Washington DC 20006	
1.5 Contractor Phone Number 202-737-8484	1.6 Account Number See Exhibit C	1.7 Completion Date December 31, 2012	1.8 Price Limitation \$105,000.00
1.9 Contracting Officer for State Agency Perry E Plummer, Director		1.10 State Agency Telephone Number 603-223-4200 ext. 31000	
1.11 Contractor Signature <i>Harold A. Schallinger</i>		1.12 Name and Title of Contractor Signatory HAROLD A. SCHALLINGER, GEN. PRESIDENT	
1.13 Acknowledgement: State of <u> </u> County of <u>District of Columbia, Washington DC</u> On <u>22 August 2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. District of Columbia: SS			
1.13.1 Signature of Notary Public or Justice of the Peace <i>[Signature]</i> [Seal]		Subscribed and sworn to before me, in my presence, this <u>22</u> day of <u>August</u> , 20 <u>11</u> <i>[Signature]</i> TONYA THOMPSON NOTARY PUBLIC DISTRICT OF COLUMBIA My commission expires <u>November 14, 2015</u>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>District of Columbia, Washington D.C.</u>			
1.14 State Agency Signature <i>[Signature]</i> 9/5/12		1.15 Name and Title of State Agency Signatory J. Beaudre Dir. of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: 9/17/12			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury; death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

2. EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.

This Agreement ("Agreement") between the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (the "IAFF"), a 501(c)(5) non-profit organization with a principal place of business at 1750 New York Avenue, NW Washington, D.C. 20006 and the State of New Hampshire, organized and existing under the laws of the State of New Hampshire, with a principal place of business at 98 Smokey Bear Blvd, Concord NH 03301.

WHEREAS, the IAFF has developed and teaches the IAFF Fire Ground Survival Program;

WHEREAS, The State of New Hampshire desires to provide to its students the IAFF Fire Ground Survival Program;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

Article 1 The IAFF shall provide two IAFF Fire Ground Survival Train-the-Trainer Courses to include a three year licensing agreement ("Course" or "IAFF FGS Train-the-Trainer Program") to the State of New Hampshire ("Host Site") students as provided in this Agreement for a total of \$105,000.00. The dates for the two classes of the IAFF FGS Train-the-Trainer program shall be October 9th to October 12th, 2012 and November 13th to November 16th, 2012.

The IAFF FGS Train-the-Trainer Program is part of the IAFF's Fire Ground Survival Program ("IAFF FGS Program"). The purpose of the IAFF FGS Program is to ensure that training for MAYDAY prevention and MAYDAY operations are consistent between all fire fighters, company officers, and chief officers. Fire fighters must be trained to perform potentially life-saving actions if they become lost, disoriented, injured, low on air, or trapped. These training exercises must be consistent throughout the fire service. The IAFF FGS Program applies the lessons learned from Fire Fighter Fatality Investigations conducted by the National Institute for Occupational Safety and Health (NIOSH) and has been developed by a committee of subject matter experts from the International Association of Fire Fighters, the International Association of Fire Chiefs and NIOSH. The International Association of Fire Fighters is the only agency that provides the training program necessary to become a certified IAFF Fire Ground Survival Trainer and thus should be considered as "Sole Source". The IAFF FGS Program is the most comprehensive survival skills and MAYDAY prevention program currently available within the fire service. Incorporating federal regulations,

proven incident management best practices and survival techniques from leaders in the field, and real case studies from experienced fire fighters, the FGS Program aims to educate all fire fighters to be prepared if the unfortunate happens.

The IAFF FGS Train-the-Trainer Program is a four-day workshop and has three main purposes. First, to review the online materials so as to increase the candidates' knowledge related to fire ground survival. Second, to improve the candidates' ability to deliver the prepared classroom lessons to fire fighters from their department. And lastly, to improve the candidates' ability to demonstrate and teach the practical survival skills that are part of the FGS Program curriculum.

The IAFF FGS Train-the-Trainer Program will focus on Preventing the Mayday, Being Ready for the Mayday, Self-Survival Procedures, Self-Survival Skills and Fire Fighter's Expectations of Command. Workshops will be taught by IAFF Fire Ground Survival Master Instructors. The workshop will begin at 8:00 am and end at 5:00 pm on most days provided that all of the learning objectives for that day are covered. One hour will be given for lunch. Workshops will be taught using small group learning methods, which encourages student participation. Students will spend part of the time in a classroom setting and the rest of the time performing practical self-survival skills while wearing full protective equipment (PPE), including SCBA.

The IAFF FGS Train-the-Trainer Program utilizes IAFF FGS Master Instructors and is designed to certify FGS Instructors. These IAFF-Certified FGS Instructors will have the ability to train their fire department's recruits and incumbents who have completed the FGS Online Awareness Course. IAFF-Certified FGS Instructors enhance these training sessions and increase retention by utilizing the FGS Classroom Instruction in addition to the FGS Online Awareness Course materials. IAFF-Certified FGS Instructors are also certified to deliver the FGS Hands-on Skills Training. Additionally, IAFF-Certified FGS Instructors are certified to train selected members as FGS Assistant Instructors to assist in delivering the FGS Operations Course.

In order to participate in the IAFF FGS Train-the-Trainer Program, all participants must: complete the Fire Ground Survival Online Awareness Course; be a fire fighter, or employed by a fire department and involved in a fire service training program; have at least one year of teaching experience; have a demonstrated ability to teach from prepared materials; and be certified

to the NFPA Instructor I level or equivalent.

Members successfully completing the IAFF FGS Train-the-Trainer Course will receive an IAFF-Certified Instructor Certificate.

Article 2 The dates for the two classes of the IAFF FGS Train-the-Trainer program shall be October 9th to October 12th, 2012 and November 13th to November 16th, 2012.

Article 3 The State of New Hampshire may be a host site for up to 30 candidates at a fixed fee of \$45,000 ("Fee") per class. As part of this Fee, the IAFF will provide durable, fabricated props for the Upper Floor Egress, Disentanglement, and Reduced/Low Profile Wall Breach. Durable signage for all props and training stations will also be provided. These props and signage will remain the property of the host site and the IAFF will provide vendor information for the purchase of additional or replacement props.

The IAFF will provide all the required training manuals and resource materials. Each student for the IAFF-Certified FGS Instructor Program will be required to have these teaching aids. As part of this Fee, the IAFF-Certified FGS Instructor will be registered with the IAFF and will receive all updated training materials and continued information regarding the FGS Program.

Payment must be received 60 days prior to the start of the workshop. If Payment is not received prior to the start of the workshop candidates will not be authorized to attend.

The Fee provides for six IAFF FGS Master Instructors. All registered candidates, as part of the Fee, will receive the FGS manuals, including Instructor Guides, PowerPoint Presentations, FGS Instructional Videos, Plans for Prop Construction and Practical Skill Evaluation Sheets. All materials will be sent immediately after registering with a valid credit card, verifiable fire department purchase order number, or department check. If a credit card payment is declined, the individual or department will be notified, their slots will be removed, and study guides will not be sent until a valid payment is received by the IAFF.

The Fee shall include the following costs: shipping of any materials necessary to teach the Course (including student manuals, reference materials, and pocket guides) and all paperwork necessary for completion of the Course (including registration, forms, pre-tests, and post-tests) (collectively, the

"Course Materials"). In addition, the IAFF shall pay all travel expenses for Course instructors (including airfare, hotel accommodations, and ground transportation).

All workshop and/or examination fees and purchase costs are in US funds. We accept checks, money orders and credit cards (VISA or MasterCard only). Checks or money orders, in US funds, shall be made payable to: IAFF - Health and Safety Department/FGS Program.

There will be no refunds of the workshop, examination fees, or study materials. Emergency medical situations resulting in a participant's inability to complete the course prior to or during a workshop may be reviewed by the IAFF, but it will be up to the discretion of the IAFF to determine if a refund is warranted. All medical emergency reporting must include valid documentation or paperwork, otherwise possible consideration of a refund will not be granted.

Article 4

The State of New Hampshire shall provide a facility ("Course Site") to the IAFF to teach the Course at no charge to the IAFF. The Course Site used to conduct IAFF FGS skills training shall meet the following requirements:

- **Classroom:**
 - Desks and chairs to seat a minimum of 30 students.
 - The classroom must be free of distractions and at a comfortable temperature for the students.
 - LCD projector, computer with external speakers to utilize with the projector, printer, copy machine and five dry erase boards or easel pads ("Training Props"). The Course Site will be required to assemble the provided Training Props (at their own expense) prior to the start of the workshop according to the plans provided by the IAFF.
- **Training Structure Facility (e.g., Training Building, Training Tower):**
 - Three or more floors with windows on each floor where ladders can be positioned.
 - Three or more rooms no less than 10 feet x 10 feet. Rooms must have movable furnishings that can be moved from room to room. Rooms must be able to be darkened.
 - Anchoring points must be available on each floor for securing belay systems.
 - Two or more entrances/exits to structure.
 - Electrical sources must be available.

- **Training Grounds:**

- Flat surface around training structure to accommodate ground ladder placement.
- Large area where multiple skills can occur without interfering with each other. An area of 100 feet x 100 feet or more is recommended. Three smaller areas of less than 100 feet x 100 feet is allowable.
- At least one working hydrant.

In addition, the State of New Hampshire shall provide the following equipment to the IAFF, at no charge to the IAFF, to teach the Course:

- **Training Equipment:**

- 600 feet of initial attack 1 ½" or 1 ¾" hoseline.
- SCBA and mask facepiece for each student.
- One extra SCBA cylinder for each student.
- SCBA cylinder refill capabilities.
- Radios (minimum of 10) with at least two channels/frequencies that can be used dedicated for training exercises.
- Two 24 foot extension ladders.
- Rope to secure ladders in position for Upper Floor Egress skills.
- (4) Flashlights.
- Hand tools – (6) axes, (6) haligan tools.
- Portable sound system to play CD or digital music files.
- Extension cord.

- **Personal Protective Clothing and Equipment:**

- Structural fire fighting ensemble meeting the requirements contained in NFPA 1500, Standard on Fire Department Occupational Safety and Health Program and include: helmet, coat, trousers, boots, hood and gloves. All skills must be performed in full structure PPE's and SCBA.
- Personal equipment normally carried by jurisdiction's fire fighters (i.e. flashlight, wire cutters, axe, etc.)

- **Medical and Logistical Facilities and Equipment**

- Area out of direct sunlight that can be used for rehabilitation, with cooling and warming capability and water.
- Medical kit – as a minimum, kit must contain essentials needed to provide basic life support care including airways, dressings and a variety of first aid equipment.

- (4) Radios used for instructors with two dedicated frequencies/channels. One frequency/channel will be used by students in performing radio communications skills required during simulated MAYDAYs. The second frequency/channel will be used by instructors to communicate with medical personnel if a fire fighter is injured.
- Water.
- Cooling and warming capabilities.
- Restrooms.

Article 5 Once a workshop date is scheduled, the class cannot be postponed due to a lack of registrants and the only cancellation exception would be due to the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking protection of this Article), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to perform under this Agreement. If a workshop is postponed, the Host Site can reschedule a future date. The IAFF will not be responsible for refunding airline or train tickets associated to the fire department, IAFF Local affiliate, or individual should a cancellation occur under this Article.

Article 6 To ensure that the IAFF FGS Program is being delivered properly and only as intended, a formal licensing policy has been implemented that specifies the way in which this IAFF FGS Program can legally be used. This procedure was instituted by the IAFF to protect the integrity of the IAFF FGS Program and the interests of the members of the IAFF by ensuring that the IAFF FGS Program is implemented properly and as intended.

Under the current policy, authorization to use the IAFF FGS Program under a Full License will only be granted to fire departments to train members of their department. Limiting the granting of licenses to only those entities that actually administer the FGS Program will enable us to ensure that the IAFF FGS Program is only being delivered in strict compliance with the licensing agreement.

Third party training organizations (limited to federal, state or provincial agencies; state/provincial fire academies; and colleges/universities that conduct fire fighter training) may apply for a Limited License. Such Limited Licenses allow third party training organizations or regional consortiums to use and teach the IAFF FGS Program for purposes of training fire fighters when the training is not provided or available from their fire department.

However, this license is granted only upon the express conditions that the Limited Licensee may only deliver the IAFF FGS Program for a fire department that already possesses a complete and valid Full License from the IAFF. Limited Licensees shall not use the IAFF FGS Program to train any person without first obtaining a written agreement with the fire department to which the person is employed.

In addition, a fire department that uses another fire department's resources and facilities to train fire fighters must apply for a Full License of their own.

The licensing policy ensures that the IAFF FGS Program used by either the Full Licensee or the Limited Licensee fully covers every aspect of the IAFF FGS Program, including all required safety measures. Any use of the IAFF FGS Program without a license or any misuse of the IAFF FGS Program is a violation of the IAFF copyright on this IAFF FGS Program.

Terms and Conditions of a Full IAFF FGS License

The IAFF FGS Full License is granted only upon the express conditions that the Full Licensee must use the IAFF FGS Program in whole and only for the purpose of survival training. This includes, but is not necessarily limited to, preventing the Mayday, being ready for the Mayday, self-survival procedures, self-survival skills, fire fighter's expectations of command and proper program administration including using specified equipment, props, safety measures and IAFF-Certified FGS Instructors. The IAFF FGS Full Licensee shall be permitted to use FGS Assistant Instructors in conjunction with their fire department training and consistent with the IAFF training requirements. Any attempt by the Full Licensee to use only a portion of the IAFF FGS Program or to use the IAFF FGS Program without the proper safety measures and certified IAFF FGS Instructors is inconsistent with the scope of this license, and is therefore prohibited. The Full Licensee is only authorized to make use of the IAFF FGS Program in accordance with the terms and conditions of the IAFF FGS manual. Full Licenses will only be issued to fire departments for the purposes of training members of their own fire department.

As a condition of receiving a Full License, an applicant must agree that it will conduct the IAFF Fire Ground Survival Program in accordance with the IAFF's licensing requirements. The full licensee shall:

WAS
8/20/12

- Utilize only IAFF-Certified FGS Instructors -- FGS Assistant Instructors are also permitted to be utilized by Full Licensees;
- Build/purchase the required IAFF FGS equipment and props and verify that such equipment and props conform to all specifications in the IAFF FGS manual;
- Ensure that it has the ability to administer the IAFF FGS Program in conformity with the specifications set forth with the FGS Program;
- Ensure that each trainee has completed the IAFF FGS online Awareness Course; and
- Provide to the IAFF, on an annual basis, a roster of all individuals trained to the IAFF FGS Operations Level.

The IAFF will provide a custom certificate template for the fire department to issue to members successfully completing training.

Terms and Conditions of a Limited IAFF FGS License

A Limited IAFF FGS License is granted to allow the use of the IAFF FGS Program for purposes of training fire fighters when the training is not provided or available from their department. The Limited License is granted only upon the express conditions that the Licensee may only administer the IAFF FGS Program for a fire department that already possesses a complete and valid Full License from the IAFF. Any attempt by the Limited Licensee to use only a portion of the IAFF FGS Program or to use the IAFF FGS Program without the proper safety measures and IAFF-Certified FGS Instructors is inconsistent with the scope of this License, and is therefore prohibited.

IAFF FGS Limited Licenses shall only be issued to third party training organizations or regional consortiums that are:

- Federal, state or provincial governments or agencies;
- State or provincial fire academies;
- Colleges/universities that conduct fire fighter training courses; or
- Regional consortiums of fire departments within a state or province.

As a condition of receiving a Limited License, an applicant must agree that it will conduct the IAFF Fire Ground Survival Program in accordance with the IAFF's licensing requirements. The Limited Licensee shall:

- Utilize only IAFF-Certified FGS Instructors

- FGS Assistant Instructors are also permitted to be utilized under direct supervision of an IAFF-Certified FGS Instructor by the New Hampshire Fire Academy to have the ability to continue to offer this program to all firefighters throughout the State of New Hampshire
- Build/purchase the required FGS Program's equipment and props and verify that such equipment and props conform to all specifications in the FGS Manual;
- Ensure that it has the ability to administer the FGS Program in conformity with the specifications of FGS Program;
- Ensure that each trainee has completed the IAFF FGS online Awareness Course; and
- Provide to the IAFF, on an annual basis, a roster of all individuals trained to the FGS Operations Level

To ensure compliance with this policy, the IAFF will conduct on-site reviews and audits of the facilities holding a Limited License, and the Limited Licensee must agree to fully cooperate with such efforts. The on-site review and audit will include, but are not necessarily limited to, the following:

- Verification of FGS training procedures and use of FGS Program training materials;
- Verification of IAFF-Certified FGS Instructors;
- Equipment inspection to ensure all equipment and props meet the FGS specifications; and
- Verification of roster of all trained individuals.

The IAFF will provide to the Full Licensee a custom certificate template for the fire department. The certificate template will be utilized by the fire department to present to those members who successfully complete the FGS Operations Course.

To ensure that the IAFF has adequate resources to conduct on-site reviews and audits, Limited License holders will be charged an annual licensing fee of five thousand dollars (\$5,000). Limited Licensees will also be provided any and all updates to the FGS Program. Limited Licenses will continue to be non-transferable, non-exclusive and revocable at will for any reason.

Article 7

If the IAFF is liable to The State (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, the IAFF's liability to The State will be several, and not joint and several with such others, and will be limited to the IAFF's fair share of that total loss or damage, based on the IAFF's contribution

to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time will affect any assessment of the IAFF's proportionate liability hereunder, nor will settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

Article 8

The Course, and any written, printed, graphic, or electronically or magnetically recorded information developed in accordance with this Agreement, shall be the sole and exclusive property of the IAFF. In addition, any written, printed, graphic, or electronically or magnetically recorded information furnished by the IAFF for use in carrying out the provisions of this Agreement are the sole property of the IAFF. This proprietary information includes, but is not limited to Course Materials, client lists, marketing information, and information concerning the IAFF's employees, donors, benefactors, products, services, prices, operations, and subsidiaries not otherwise available in the normal course of events. The State of New Hampshire will keep this information in the strictest confidence, and will not disclose it by any means to any person except with the IAFF's written approval, and only to the extent necessary to perform under this Agreement. This prohibition also applies to The State of New Hampshire's employees and agents. On termination of this Agreement, The State of New Hampshire will return any confidential information in its possession to the IAFF.

Article 9

The IAFF has copyrighted the IAFF Fire Ground Survival (FGS) Program in order to prevent unauthorized use of this Program. The IAFF owns the exclusive right to reproduce copies of the IAFF FGS Program; to prepare derivative works from the IAFF FGS Program; to distribute the IAFF FGS Program to the public; and to publicly display this work. The copyright on the IAFF FGS Program is registered with the United States Copyright Office. Because of this registration, the IAFF may invoke certain remedies in a lawsuit for copyright infringement. These remedies include actual damages, injunction, any profits realized by the infringer, and statutory damages, including attorneys' fees and litigation costs. The IAFF's copyright on the IAFF FGS Program is also afforded complete protection in Canada pursuant to the Universal Copyright Convention. The IAFF reserves all rights under Canadian and international law for copyright infringement for any illegal use, distribution, copying and creation of derivative works that are not allowed by this license. Under Canadian laws the IAFF may invoke certain remedies in a lawsuit for copyright infringement. These remedies include actual damages, injunction, any profits realized by the infringer, and punitive damages.

Any use of the IAFF FGS Program is only allowed within the terms and

conditions spelled out in a licensing agreement, which must be strictly adhered to by all licensees. This agreement states that the licensee may only use the IAFF FGS Program in its entirety.

This copyright protection does extend to any derivative fire ground survival program that is "substantially similar" to the IAFF FGS Program. Further, the IAFF does NOT grant a license for the creation of derivative works, or works that are based on whole or in part on the IAFF FGS Program. This includes works that are written as well as oral. Specific, written permission is necessary from the IAFF in order to create derivative works.

While the IAFF may permit the reproduction and reprinting of the IAFF FGS Program upon request, this does not authorize the licensee to reprint or reproduce, in whole or in part, the IAFF FGS Program. Specific, written permission is necessary from the IAFF in order to reprint or reproduce the FGS Program. The IAFF reserves all rights and remedies for copyright infringement for any illegal use, distribution, copying or creation of derivative works that are not covered by this license.

The IAFF is entitled to, and will, institute legal action against any infringement of its exclusive rights or its licensing agreement. The remedies for copyright infringement include obtaining an injunction to prevent further infringement and to ensure the destruction of unauthorized copies. They also include the recovery of any damages suffered by the IAFF, recovery of the profits of the infringer, and the recovery of attorneys' fees and costs of the litigation.

This license is subject to termination at the election of the IAFF by written notice. This license cannot be transferred or sub-licensed to any third parties without permission from the IAFF. The IAFF owns the copyright and other related rights to the work entitled "IAFF Fire Ground Survival (FGS) Program". The IAFF owns the proprietary rights to the IAFF FGS Program. Any notices required to be given under this Agreement by either party to the other must be affected in writing by personal delivery, or by mail, registered or certified postage prepaid with return receipt requested (or delivery by private carrier, e.g. UPS, FedEx, with signature required). Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices

Article 10

- will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.
- Article 11** If any provision of this Agreement is: (i) held by an arbitrator or a court of competent jurisdiction to be invalid, void, or unenforceable, or (ii) invalidated by state law enacted after the parties entered into this Agreement, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- Article 12** No failure or delay by the IAFF in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- Article 13** The State of New Hampshire is an independent entity and neither the State of New Hampshire nor its agents, or employees shall be considered employees or agents of the IAFF. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture or grant of a franchise between the IAFF and the State of New Hampshire. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of or on the behalf of the other, except to the extent and for the purposes provided herein.
- Article 14** This Agreement will be governed by and construed in accordance with the laws of the State of New Hampshire. The parties agree that each has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any revision or exhibit thereto.
- Article 15** This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof. This Agreement supersedes any and all prior agreements, either oral or written, between the parties and contains all of the representations, covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, which is not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing signed by the parties hereto. When the terms and conditions between the State of New Hampshire P37 contract documents and the IAFF agreement conflict, the terms of the State of New Hampshire P37 contract supersede the IAFF agreement.
- Article 16** The Articles and other headings contained in this Agreement are meant to

organize the document and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

Article 17 Each person signing below on behalf of any entity hereby represents, warrants and covenants that he/she does so with full and complete authority to so bind the party on whose behalf he/she is signing, to each and every obligation set forth in this Agreement.

EXHIBIT B

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

The total cost of this agreement is \$105,000.00. Partial payments accepted and invoices shall be submitted to:

New Hampshire Department of Safety
Division of Fire Standards & Training and Emergency Medical Services
33 Hazen Drive
Concord, NH 03305

EXHIBIT C

When the terms and conditions between the State of New Hampshire P37 contract documents and the IAFF agreement conflict, the terms of the State of New Hampshire P37 contract supersede the IAFF agreement.

Account number 02-23-23-231010-54090000-072-500574, Activity 23HS08SHTR/J.



INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS®

HAROLD A. SCHAIBERGER
General President

THOMAS H. MILLER
General Secretary-Treasurer

August 23, 2012

State of New Hampshire
Department of Safety
Division of Fire Standards & Training
Emergency Medical Services
33 Hazen Drive
Concord, NH 03305

To Whom It May Concern:

I, the undersigned, Thomas H. Miller, General Secretary-Treasurer of the International Association of Fire Fighters, do certify that:

Harold A. Schaitberger, General President of the International Association of Fire Fighters, has the authority to bind the association in the capacity of President as per a vote of the governing body on July 25, 2012. This authority is still in effect and hasn't been repealed, amended or revoked.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 23 day of August, 2012.

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

By: Thomas H Miller (Signature)

Thomas H. Miller
General Secretary-Treasurer
International Association of Fire Fighters



CERTIFICATE OF LIABILITY INSURANCE

INTL-01

OP ID: KF

DATE (MM/DD/YYYY)
08/09/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Schoenfeld Ins. Assoc., Inc. 6225 Smith Ave Baltimore, MD 21209 Judy Schoenfeld Morrison, CPCU		410-602-2000 410-602-1160	CONTACT NAME: Karen L. Feger, CIC, CRM PHONE (A/C, No. Ext): 410-602-2000 FAX (A/C, No.): E-MAIL ADDRESS: kfeger@schoenfeldins.com
INSURED Intl Assoc of Fire Fighters AFL-CIO 1750 New York Ave, NW, 3rd Fl Washington, DC 20006		INSURER(S) AFFORDING COVERAGE INSURER A: Illinois Union Insurance Co. INSURER B: Travelers INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY		G24280032-001	05/01/12	04/30/13	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ excluded
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ excluded
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PROJECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY		8105879B089	11/09/11	11/09/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$
	DED ☐ RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB5879B108	11/09/11	11/09/12	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
IAFF Fire Ground Survival Train the Trainer Course at The New Hampshire Fire Academy, 98 Smokey Bear Blvd, Concord, NH 03301

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
Department of Safety, Div of
Fire Standards & Training
33 Hazen Dr
Concord, NH 03305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 21-P

DEPARTMENT OF SAFETY

Homeland Security and Emergency Management

Section 21-P:43

21-P:43 Appropriations and Authority to Accept Services, Gifts, Grants, and Loans. – Each political subdivision may make appropriations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision for the payment of expenses of its local organization for emergency management. Whenever the federal government or any federal agency or officer offers to the state, or through the state to any of its political subdivisions, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, commissioner, or such political subdivision, acting with the consent of the governor and through its executive officer, city council, or board of selectmen, may accept such offer, subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. Whenever any person, firm or corporation offers to the state or to any of its political subdivisions services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, or such political subdivision, acting through its executive officer, city council, or board of selectmen, may accept such offer, subject to its terms.

Source. 2002, 257:7, eff. July 1, 2002.