

*Am 69*



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

February 25, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**Requested Action**

Pursuant to RSA 21-P:43, authorize the New Hampshire Department of Safety, Division of Fire Safety to enter into a grant agreement with the New Hampshire Association of Fire Chiefs (VC# 166536 B002) in the amount of \$12,000.00 for activities associated with the development and implementation of emergency plans under the Emergency Planning and Community Right-to-Know Act. Effective upon Governor and Council approval through September 30, 2013. Funding Source: 100% Federal Funds.

Funds are available in the following account:

02-23-23-238010-53110000	Dept. of Safety Div of Fire Safety	HMEP Grant
072-500574	Grants to Local Gov't – Federal	\$12,000.00
Activity Code: 23HMEP1213PL		

**Explanation**

The purpose of this grant agreement is to provide assistance to the NH Association of Fire Chiefs, a volunteer organization, for developing emergency plans under the Emergency Planning and Community Right-to-Know Act. The NH Association of Fire Chiefs works with communities throughout the state to help them identify hazardous materials transported, stored and utilized in the community. This information is used to better prepare fire, police and other emergency responders for incidents involving those hazardous materials. The communities are also shown how their TIER 2 program works and how to use the CAMEO software for hazardous material incidents. By assisting communities with their hazardous materials incidents plans, these communities will be capable of minimizing the fiscal impact and increasing public safety of the citizens of NH as well as visitors if such an incident should occur. Hazardous materials addressed include chemical, biological, radiological as well as airborne contaminants. Funds were awarded from the U.S. Department of Transportation, Hazardous Materials Emergency Planning Grant (HMEP), to the New Hampshire Department of Safety, Division of Fire Safety, Advisory Council on Emergency Preparedness and Security (ACEPS). Activities associated with the development and implementation of emergency plans under the Emergency Planning and Community Right-to-Know Act include: hazard analysis and risk assessments; the purchase of health, safety and environmental database/software and reference materials; tracking of facility information with each community; and the update of databases to ensure sound tactical and strategic decisions to protect the general public, environment and responders in the event of a hazardous materials incident in their area of responsibility.

A list of grant awardees was reviewed and approved by the Advisory Council on Emergency Preparedness and Security (ACEPS) on June 8, 2012. The committee all agreed that the list of grantees was justified for funding and that grant funds were sufficient to cover the amounts offered to the recipients. This grant award is for planning activities.

Highway Funds or General Funds will not be used should Federal Funds become unavailable.

Respectfully submitted,

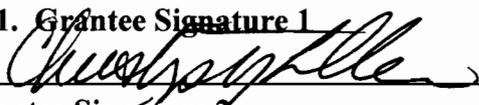
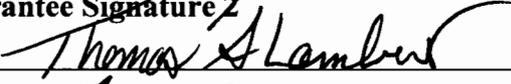
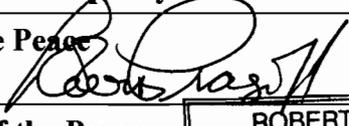
*John J. Barthelmes*  
John J. Barthelmes  
Commissioner of Safety

# GRANT AGREEMENT

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

## GENERAL PROVISIONS

### 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Safety, Division of Fire Safety, Advisory Council on Emergency Preparedness and Security (ACEPS)		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Grantee Name</b> NH Association of Fire Chiefs (Vendor Code: 166536 B002)		<b>1.4. Grantee Address</b> PO Box 617, Concord, NH 03302-0617	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> September 30, 2013	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$12,000.00
<b>1.9. Grant Officer for State Agency</b> Leslie Cartier		<b>1.10. State Agency Telephone Number</b> 603-223-4289	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> CHRISTOPHER LECLAIRE PRESIDENT	
<b>Grantee Signature 2</b> 		<b>Name &amp; Title of Grantee Signor 2</b> THOMAS LAMBERT SECRETARY	
<b>Grantee Signature 3</b> 		<b>Name &amp; Title of Grantee Signor 3</b> RICHARD A. MASON TREASURER	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>MERRIMACK</u> , on <u>11/08/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal)			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Robert PRAGOFF, J.P.		<div style="border: 1px solid black; padding: 5px; text-align: center;">                     ROBERT A. PRAGOFF, Sr.                      ★ JUSTICE OF THE PEACE - NEW HAMPSHIRE ★                      My Commission Expires September 9, 2014                 </div>	
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> John Beardmore, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: <u>3/16/13</u>			
<b>1.17. Approval by Governor and Council</b> By: _____ On: <u>1/1</u>			

**2. SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Grantee Initials CK  
 Page 1 of 6

Date 11/8/12



- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
19. 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 first above given.
20. 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 Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
22. 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.
23. 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.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

## EXHIBIT A

### Scope of Services

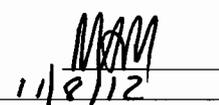
1. The Department of Safety, Division of Fire Safety (hereafter referred to as "the State") is awarding the NH Association of Fire Chiefs (hereafter referred to as "the Grantee") \$12,000.00 for collection of Hazardous Materials information in the region and developing response plans for those materials.
2. "The Grantee" agrees that the project grant period ends September 30, 2013 and the final performance and expenditure report will be sent to "the State" by October 31, 2013. The final report must include disposition of equipment valued at \$5,000.00 or over. All reports must be submitted to close the grant or the funds advanced to "the Grantee" will be recalled by "the State."
3. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 20% cost share required by this grant.

Grantee Initials  
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Date

  
11/8/12

## EXHIBIT B

### Grant Amount and Method of Payment

#### 1. GRANT AMOUNT

	Applicant Share (in-kind or cash)	Grant (Federal Funds)	Cost Totals
Project Cost	\$3,000.00	\$12,000.00	\$15,000.00

*The Project Cost is 80% Federal Funds, 20% Applicant Share.*

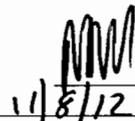
#### 2. PAYMENT SCHEDULE

- a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be \$12,000.00.
- b. A request for an advance of funds must be submitted in writing to the State Hazardous Materials Coordinator. Request for funds should be made at least 4 – 6 weeks prior to the identified need, and should be expended within the specified grant period.

Grantee Initials  
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Date

  
11/8/12

## EXHIBIT C

### Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the grantee" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. "The Grantee" agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If required, they will forward for review and clearance a copy of the completed audit(s) to "the State."
4. Both parties agree to amending section 17.1.2 of the P-37 amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence. This is deemed to be sufficient given the nature of the contract.

Grantee Initials  
Page 6 of 6





Date

  
11/8/12



## **NEW HAMPSHIRE ASSOCIATION OF FIRE CHIEFS**

REPLY ADDRESS:

547 Charles Baneroft Highway  
Litchfield, NH 03052

### **RESOLUTIONS FOR THE ANNUAL MEETING OF THE NEW HAMPSHIRE ASSOCIATION OF FIRE CHIEFS**

**BE IT RESOLVED**, that the Association accepts the ending of the one year term of Durham Fire Chief Corey Landry, as President of the New Hampshire Association of Fire Chiefs on an effective date of April 12, 2012.

**BE IT RESOLVED**, that Portsmouth Fire Chief Christopher LeClaire is nominated and voted as the President of the New Hampshire Association of Fire Chiefs effective date of April 12, 2012 for the period of one year.

**BE IT RESOLVED**, that Christopher LeClaire as President of the New Hampshire Association of Fire Chiefs will have the authority to sign Checks, Notes and Contracts on behalf of the Association as outlined in Article IV, Section 1 of the By Laws of the New Hampshire Association of Fire Chiefs as of April 12, 2012.

**BE IT RESOLVED**, that New London Fire Chief Jason Lyon is nominated and voted as the 1<sup>st</sup> Vice President of the New Hampshire Association of Fire Chiefs effective April 12, 2012 for the period of one year.

The undersigned Secretary certifies that the foregoing resolutions were adopted by its Board of Directors and the Association at a meeting held on the 14th day of April 2011

  
\_\_\_\_\_  
Brent T. Lemire, Secretary  
New Hampshire Association of Fire Chiefs

# ACEPS Approval Request

## HMEP GRANT AWARDS 2012-13

Prepared by Les A. Cartier, Hazardous Materials Coordinator  
NH State Fire Marshal's Office  
Grant Review Committee Chairman

The ACEPS Grant Committee reviewed the community applications submissions for the 2012-13 Hazardous Materials Emergency Planning grant (HMEP). The committee recommended the following awards;

### HMEP Community grant awards for 2012-13;

1. Central New Hampshire Hazardous Materials team for the collection of hazardous materials information in the region and developing response plans for those materials.  
\$17,000
2. Manchester Fire Department for implementation and enhancement of the hazardous materials planning and response programs.  
\$12,458
3. New Hampshire Association of Fire Chiefs for Hazardous Materials planning and outreach programs.  
\$12,000
4. Southeastern NH Hazardous Materials Mutual Aid District for the collection of Hazardous Materials information in the region and developing response plans for those materials.  
\$24,000
5. Town of Gorham / North Country Emergency Response Team for the collection of Hazardous Materials information and developing response plans for those materials.  
\$13,000

**TOTAL AWARDS: \$78,458**

These awards will be released on the acceptance of the HMEP grant and release of the funding by Governor and Council. This grant is an 80% award with 20% matching by the communities.

*Approved by ACEPS,  
6/8/12  
LAC*

**CERTIFICATE OF INSURANCE**

- This certifies that
- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
  - STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
  - STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
  - STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
  - STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder New Hampshire Association of Fire Chiefs  
 Address of policyholder C/O richard Mason 3 Suzanne Dr. Portsmouth, NH 03801  
 Location of operations Various locaions: location of record same as above  
 Description of operations Social/Civic Association

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
94-BC-Q780-9F	Comprehensive Business Liability	03/16/2012	03/16/2014	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> <input type="checkbox"/>				Each Occurrence \$ 1,000,000  General Aggregate \$ 2,000,000  Products - Completed Operations Aggregate \$
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	Each Occurrence \$ Aggregate \$
				Part 1 STATUTORY Part 2 BODILY INJURY  Each Accident \$ Disease Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	

**THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.**

State of New Hampshire  
 Dept. of Safety  
 33 Hazen Dr.  
 Concord, NH 03301

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder

[Signature]  
 Signature of Authorized Representative  
 Office Manager 01/30/2013  
 Title Date

Agent's Code Stamp

AFO Code



## NEW HAMPSHIRE ASSOCIATION OF FIRE CHIEFS

REPLY ADDRESS:

8 Exeter Road  
North Hampton, NH 03862

January 16, 2013

State of New Hampshire  
Department of Safety  
Business Office  
33 Hazen Drive  
Concord, NH 03305

Attn: Lisa Lienhart

Please be advised that the New Hampshire Association of Fire Chiefs has no employees, nor do they carry Worker's Compensation insurance.

Additionally, enclosed you will find a copy of the invoice for our insurance that includes Business Liability.

Call with further questions.

Yours truly,

Chief Thomas S. Lambert, ret.  
Secretary, New Hampshire Association of Fire Chiefs

# 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.