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ROBERT L. QUINN
COMMISSIONER OF
SAFETY

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

October 30, 2020

His Excellency, Governor Christopher J. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the New Hampshire Department of Safety (DOS), Division of Fire Safety, Office of the State Fire Marshal (FMO) to enter into Memorandums of Understanding (MOU) with recognized regional hazardous materials response teams in an amount not to exceed \$80,000.00 per annum to provide an emergency hazardous materials response to any New Hampshire municipality, village, district, or unincorporated area without an established hazardous materials team. Effective upon Governor and Council approval through October 21, 2021. Funding source: 52.5% Revolving Funds, 47.5% General Funds.


Funding is available in SFY 2021 operating budget as follows:

02-23-23-23810-66310000	Dept. of Safety – Div. of Fire Safety – Fire Safety Administration	<u>SFY 2021</u>
020-500252	Current Expenses – Miscellaneous	\$80,000.00

Explanation

The MOUs between the FMO and the Southeastern New Hampshire Hazardous Materials Mutual Aid District, the Souhegan Mutual Aid Response Team, and the Manchester Fire Department Hazardous Materials Team ensure that a trained hazardous materials team is available to respond during an emergency hazardous materials incident in all areas of the State not covered by a regional hazardous materials team. The responding team will be reimbursed for expenses incurred during the incident from these funds. If an incident occurs in any municipality that is not covered by a hazardous materials response team, the FMO is allowed to take over command of that incident. During this time, the FMO will request one of the established hazardous materials response teams to assist with the incident by initiating contact with that team based upon the location of the incident, type of incident, and available resources, taking into account different team's capabilities, as well as response time.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

**MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO
HAZARDOUS MATERIALS RELATED INCIDENTS**

**MEMORANDUM OF AGREEMENT
FOR
HAZARDOUS MATERIALS INCIDENT RESPONSE
BETWEEN THE
SOUTHEASTERN NEW HAMPSHIRE HAZARDOUS
MATERIALS MUTUAL AID DISTRICT
AND
THE NEW HAMPSHIRE DEPARTMENT OF SAFETY
STATE FIRE MARSHAL'S OFFICE**

OCTOBER 2020

MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO HAZARDOUS MATERIALS RELATED INCIDENTS

Parties Involved in the Agreement

This operating agreement is entered into by and between the:
Southeastern New Hampshire Hazardous Materials Mutual Aid District;
and the New Hampshire Department of Safety, Division of Fire Safety, Office of the State Fire Marshal ("FMO").

Authority

This Agreement is authorized under RSA 154:30, RSA 153:4-a, III and RSA 154:7, II (k).

Purpose

The purpose of this agreement is to be able to provide emergency hazardous materials responses to any community that is not part of the coverage area of a regional hazardous materials team. If a hazardous materials incident occurs in one of these communities, the FMO is required to take control of a hazardous materials incident: 1) upon request of any chief of an organized fire department; or 2) under circumstances wherein the FMO determines that the welfare of the public is not being appropriately served.

When the FMO takes control of a hazardous materials incident, the FMO may initiate a request to one of the established hazardous materials response teams to assist with the incident. This agreement would ensure that all areas of the state have hazardous materials response coverage.

The FMO will initiate contact with the requested hazardous materials coverage team based upon available resources taking into account capabilities as well as response times.

Incident Responsibility

Responsibility for the initial response, scene assessment, appropriate notifications, direction and control of an incident rests with the local authority having jurisdiction.

Once the FMO takes control of a hazardous materials incident, responsibility for additional resources, scene assessment, notification, direction and control of the incident rests with the FMO.

MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO HAZARDOUS MATERIALS RELATED INCIDENTS

The hazardous materials team responding to the impacted community shall operate under the established Incident Command System.

This Memorandum of Agreement neither expands nor abridges any rights and responsibilities of any parties, including responsible parties, not signature to this agreement pursuant to RSA 154:8-a, except that in cases when the FMO takes control of a hazardous materials incident, the right to seek reimbursement from a responsible party rests with the FMO, under RSA 154:7, II (k).

Incident Reimbursement

Reimbursement for the response of a hazardous material team in an uncovered community will first be made to the responding hazardous materials team by the New Hampshire Department of Safety in accordance with rates established by the Department of Safety under RSA 154:8-a (g). It is the intent of this agreement to make whole the team(s) who respond at the request of the FMO to incidents in areas of the state without hazardous material team coverage.

Reimbursement to the hazardous material team(s) shall not exceed \$80,000.00 per annum.¹

The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit Saf-C 5200, such exhibit being hereby incorporated by reference.

Other Conditions

All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.

This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 60 days prior to termination.

¹ This amount represents the total amount budgeted per annum for all mutual aid teams who sign mutual aid response agreements with the State Fire Marshal's office.

MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO HAZARDOUS MATERIALS RELATED INCIDENTS

Other Conditions

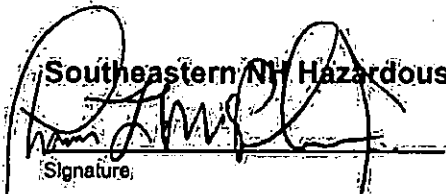
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This Agreement shall be construed in accordance with the laws of the State of New Hampshire.

MEMORANDUM OF AGREEMENT APPROVAL

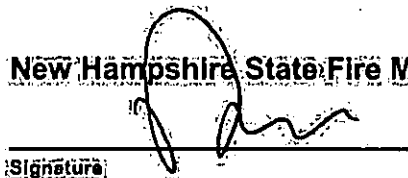
Southeastern NH Hazardous Materials Mutual Aid District


Signature

Tom C. McPherson Jr.
Print Name

10/15/2020
Date

New Hampshire State Fire Marshal


Signature

Paul J. Parisi
Print Name

10/14/2020
Date

**MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO
HAZARDOUS MATERIALS RELATED INCIDENTS**

**MEMORANDUM OF AGREEMENT
FOR
HAZARDOUS MATERIALS INCIDENT RESPONSE
BETWEEN THE
SOUHEGAN MUTUAL AID RESPONSE TEAM
AND
THE NEW HAMPSHIRE DEPARTMENT OF SAFETY
STATE FIRE MARSHAL'S OFFICE**

OCTOBER 2020

MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO HAZARDOUS MATERIALS RELATED INCIDENTS

Parties Involved in the Agreement

This operating agreement is entered into by and between the:

Souhegan Mutual Aid Response Team;

and the New Hampshire Department of Safety, Division of Fire Safety, Office of the State Fire Marshal ("FMO").

Authority

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MEMORANDUM OF AGREEMENT APPROVAL

Souhegan Mutual Aid Response Team

Brian D. Rhodes
Signature

Brian D. Rhodes
Print Name

10/05/2020
Date

New Hampshire State Fire Marshal

[Signature]
Signature

Paul J. Parisi
Print Name

10/8/2020
Date

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HAZARDOUS MATERIALS RELATED INCIDENTS**

**MEMORANDUM OF AGREEMENT
FOR
HAZARDOUS MATERIALS INCIDENT RESPONSE
BETWEEN THE
MANCHESTER FIRE DEPARTMENT
HAZARDOUS MATERIALS TEAM
AND
THE NEW HAMPSHIRE DEPARTMENT OF SAFETY
STATE FIRE MARSHAL'S OFFICE**

OCTOBER 2020

MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO HAZARDOUS MATERIALS RELATED INCIDENTS

Parties Involved in the Agreement

This operating agreement is entered into by and between the:
Manchester Fire Department Hazardous Materials Team;
and the New Hampshire Department of Safety, Division of Fire Safety, Office of
the State Fire Marshal ("FMO").

Authority

This Agreement is authorized under RSA 154:30; RSA 153:4-a, III and RSA 154:7, II
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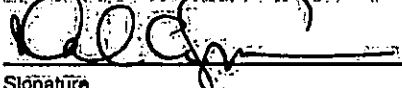
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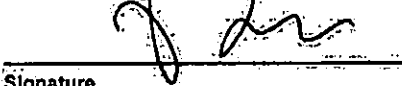
Manchester Fire Department


Signature


Print Name


Date

New Hampshire State Fire Marshal


Signature


Print Name


Date