



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

February 8, 2021

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 (MOUs) with the Keene Fire Department Hazardous Materials Team and the Seacoast Technical Assistance Response Team to provide an emergency hazardous materials response for an amount not to exceed a cumulative limit of \$80,000.00 per fiscal year for all FMO's Hazmat MOUs. Effective upon Governor and Council approval through October 21, 2021. Funding source: 52.5% Revolving Funds, 47.5% General Funds.

Funding is available in the SFY 2021 operating budget as follows:

02-23-23-238010-66310000 Dept. of Safety - Div. of Fire State - Fire Safety Administration
020-500252 Current Expenses - Miscellaneous

Explanation

The MOUs between the FMO and the Seacoast Technical Assistance Response Team and the Keene Fire Department 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. 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 the team based upon the location of the incident, type of incident, and available resources, taking into account different teams' capabilities as well as response time.

The cumulative limit for all FMO Hazmat MOUs is \$80,000.00 per fiscal year. The Department of Safety will monitor applicable expenses to ensure the total reimbursements for all incidents do not exceed this threshold. There are currently three other approved MOUs, which were approved on December 2, 2020 #50.

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
KEENE 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:

Keene 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 (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.

MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO HAZARDOUS MATERIALS RELATED INCIDENTS

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.

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.

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

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.

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

MEMORANDUM OF AGREEMENT APPROVAL

Keene Fire Department Hazardous Materials Team



Signature

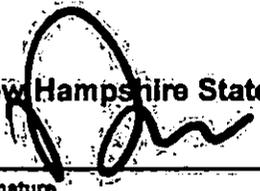
MARK HOWARD - Fire Chief

Print Name

10/10/2020

Date

New Hampshire State Fire Marshal



Signature

PAUL J. ANISI

Print Name

1-11-21

Date

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**MEMORANDUM OF AGREEMENT
FOR
HAZARDOUS MATERIALS INCIDENT RESPONSE
BETWEEN THE
SEACOAST TECHNICAL ASSISTANCE RESPONSE TEAM
AND
THE NEW HAMPSHIRE DEPARTMENT OF SAFETY
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