

**RHODE ISLAND DEPARTMENT OF PUBLIC SAFETY****State Fire Marshal**

118 Parade Street, Providence RI 02909
Telephone: (401) 462-4200 — Fax: (401) 462-4250

Colonel Brendan P. Doherty
Commissioner, Department of Public Safety
Superintendent, Rhode Island State Police

John E. Chartier, EFO, CFI
State Fire Marshal
Division of the State Fire Marshal

June 18, 2010

Chief George Farrell
President
Rhode Island Association of Fire Chiefs

Dear Chief Farrell:

On November 3, 2004, this Division and the Rhode Island Association of Fire Chiefs entered into a "cooperative agreement" for the purpose of establishing a fund for "public education and fire prevention training. This memo serves as notice to your organization that it is the position of the Rhode Island Department of Public Safety that Rules and Regulations promulgated for this Division have rendered this agreement null and void. Effective this date this Division will no longer enforce the terms of the agreement, as a result, all funds collected henceforth for "Uniform Test Reports" will be deposited directly to the General Treasurer of the State of Rhode Island.

Thank you for your attention in this matter.

Respectfully,

John E. Chartier EFO, CFI
State Fire Marshal

cc: Colonel Brendan Doherty, RISP, Commissioner RI Dept. of Public Safety
Major Kenneth Marandola, RISP, RI Dept. of Public Safety
All Rhode Island Fire Chiefs

Cooperative Agreement
Between
RI Division of State Fire Marshal
And
RI Association of Fire Chiefs

Purpose: To provide Public Education and Fire Prevention Training

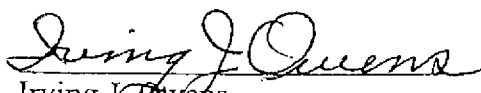
Funding mechanism: A charge of \$1.00 per Uniform Test Report (UTR) sold to Licensed Fire Alarm Inspectors in lots of 25. All sales will require payment in the form of a check payable to the Rhode Island Association of Fire Chiefs (RIAFC). The State Fire Marshals Office will provide the safekeeping of the Uniform Test reports, verifying the proper licensure of the purchaser and maintain the records of sale for compliance with the Fire Code.

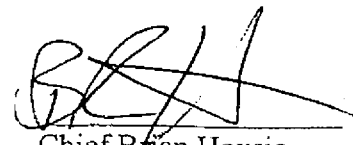
Other Conditions: RIAFC will establish an account for the receipt of the funds from the sale of the stickers. Funds will be used to replenish the supply of stickers, purchase envelopes and pay 3rd class postage for mailing of stickers. Up to 5% of these of collected receipts may be used for other administrative fees. Funds available after these expenditures will be used primarily to provide Public Education and Fire Prevention training. Other related training may be provided with the approval of the appointed training subcommittee. 25% of the available funds will be for training programs selected at the discretion of the State Fire Marshal. The balance will be for programs chosen by a training subcommittee whose membership shall consist of five (5) members, as described herein: two (2) as appointed by the State Fire Marshal, two (2) as designated by the R.I. Association of Fire Chiefs, and the Director of the R.I. Fire Academy or his designee. All programs resulting from this agreement will acknowledge the participation of both organizations as a collaborative project.

Performance Specifications: RIAFC will provide with the assistance of the R.I. Fire Academy an annual report consisting of: 1) financial reports of receipts and expenditures; 2) number of programs conducted; 3) the effectiveness of public education programs; and 4) attendance for each program within 30 days of the end of the calendar year. Interim reports may be requested with a 30-day notice for submission.

Either party represented herein, may terminate this agreement at anytime, so long as a sixty (60) day notice is given.

Agreed to this 3 day of NOVEMBER 2004.


Irving J. Owens
State Fire Marshal


Chief Brian Hoxsie
President RIAFC