



State of New Hampshire

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

EDDIE EDWARDS
 ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
 ASSISTANT COMMISSIONER

ROBERT L. QUINN
 COMMISSIONER

January 5, 2026

Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of Fire Safety to award a grant to Twin State Mutual Aid Fire Association (VC# 566488) in the amount of \$10,000 from a portion of the 2024 Homeland Security Grant Program (HSGP). Effective upon Governor and Council approval through August 31, 2027. **100% Federal Funds.**

Funding is available in account, Fire Safety Grants, as follows:

02-23-23-238010-6931000 -072-500574- Grants Federal Govt-Federal	<u>FY 2026</u> \$10,000
--	----------------------------

EXPLANATION

These local grant awards are part of the Homeland Security Grant Programs (HSGP) from the U.S. Department of Homeland Security and Federal Emergency Management Agency (DHS/FEMA) to support anti-terrorism related training to local jurisdictions. This funding will be awarded to the Regional Hazardous Materials Response Teams to conduct advanced training for hazardous materials technicians. The content of the training to be provided will be determined by each team based on the hazards identified in their coverage area.

A total of \$125,000 of FY24 Homeland Security Grant Program funds were awarded to nine (9) New Hampshire HazMat teams to support local hazardous materials training. All applications submitted were subject to a comprehensive review, and the Homeland Security Grant Committee convened on March 14, 2024, to evaluate proposals, establish funding priorities, and develop recommendations for the Commissioner of the Department of Safety. The award of these funds will enable the recipients to effectively execute specified missions and satisfy the national priorities established under the grant program.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

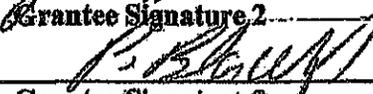
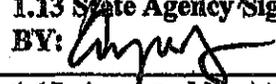


 Robert L. Quinn
 Commissioner of Safety

GRANT AGREEMENT

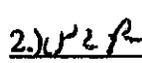
The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name: NH Department of Safety, Division of Fire Safety		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Twin State Mutual Aid Fire Association		1.4. Grantee Address 3785 Dartmouth College Hwy North Haverhill NH 03774-4936	
1.5. Grantee Phone # 603-444-2137	1.6. Account Number A/U 02-23-23-238010- 69310000-072-500574	1.7. Completion Date 08/31/2027	1.8. Grant Limitation \$10,000.00
1.9. Grant Officer for State Agency Brian H. Allard, Assistant Director		1.10. State Agency Telephone Number 603-223-4289	
If Grantee is a municipality or village district: "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."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 James Richardson, Program Manager	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Phil Blanchard, President	
Grantee Signature 3 		Name & Title of Grantee Signor 3 Jason Cartwright, Treasurer & Finance	
1.13 State Agency Signature(s) BY:  On: 11/2 2026		1.14. Name & Title of State Agency Signor(s) Amy Newbury, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 03/02/2026			
1.16. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

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"), 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 B (the scope of work being hereinafter referred to as "the Project")

Subrecipient Initials 1.) 

2.)  3.) 

Date: 12-03-2025

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership.
8. with, the entity identified as the Grantee in block 1.3 of these provisions
- 8.1. **PERSONNEL.**
The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized 8.2, to perform such Project under all applicable laws.
The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with 8.3, the State, or who is a State officer or employee, elected or appointed.
The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OR DATA: ACCESS.**
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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee 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 Grantee notice of termination; and
- 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general
- 12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
In the event of Termination under paragraphs 10 or 12.4 of these general
- 12.3. provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee,
13. and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Subrecipient Initials 1. 18 2. 13 3. 10 Date: 12-1-2025

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 B 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.
- 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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.

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.

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, if required or by the signing State Agency.

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 intent of the parties hereto.

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.

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.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Subrecipient Initials 1.) SLP 2.) RL 3.) RL Date: 12-31-25

FY 2024 DHS STANDARD TERMS AND CONDITIONS

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred; including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7. DHS Standard Terms & Conditions: FY 2024 Version 3

Subrecipient Initials 1.)

PRB 2.) JPB 3.) JVR

Date: 12-31-2025

FY 2024 DHS STANDARD TERMS AND CONDITIONS

Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

I. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.316, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

II. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12889 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

III. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8108).

IV. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

V. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 8 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19. DHS Standard Terms & Conditions: FY 2024
Version 3

Subrecipient Initials 1.) *PLB* 2.) *JRC* 3.) *JLR* Date: *12.31.2025*

FY 2024 DHS STANDARD TERMS AND CONDITIONS

VI. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety.

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(a) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

VII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

VIII. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

IX. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

X. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XI. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138842.

XII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2226a.

XIII. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 888 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expanding federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons. DHS Standard Terms & Conditions: FY 2024 Version 3

Subrecipient Initials 1.) *PAB* 2.) *JRL* 3.) *12-31-2025* Date:
J.R.

FY 2024 DHS STANDARD TERMS AND CONDITIONS

XIV. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XV. Lobbying Prohibitions

Recipients must comply with 51 U.S.C. § 1362 and 6 C.F.R. Part 9, which provides that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on [Grants.gov](https://www.grants.gov) as the [Grants.gov](https://www.grants.gov) Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on [Grants.gov](https://www.grants.gov) as the Disclosure of Lobbying Activities (SF-LLL).

XVI. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XVII. Non-discrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XVIII. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XIX. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect. DHS Standard Terms & Conditions: FY 2024 Version 3

Subrecipient Initials 1.) *PEB* 2.) *AKC* 3.) *S + R*

Date: *12-31-2025*

FY 2024 DHS STANDARD TERMS AND CONDITIONS

XX. Patents and Intellectual Property Rights

- Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1966) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXIII. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXIV. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXV. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and DHS Standard Terms & Conditions: FY 2024 Version 3

Subrecipient Initials 1.) *PRB* 2.) *JRL* 3.) *JLR*

Date: *12-31-2025*

FY 2024 DHS STANDARD TERMS AND CONDITIONS

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

(a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure](#), [FEMA.gov](#).

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment](#), [LCISA](#), DHS Standard Terms & Conditions: FY 2024 Version 3

Subrecipient Initials 1.)

PRS 2.) JPL 3.) JOR

Date: 12-31-2025

FY 2024 DHS STANDARD TERMS AND CONDITIONS

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 176.15, the full text of which is incorporated by reference.

XXXVI. Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements, located at 2 C.F.R. Part 26, Appendix A, the full text of which is incorporated reference.

XXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

XXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Subrecipient Initials 1.)

AKS

2.) JRC

3.) JLR

Date: 12-31-2025

New Hampshire Grant Terms and Conditions 2024

1. **Compliance Agreement:** The subrecipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by DOS. Failure to comply could result in a "Stop Payment" being placed on the grant.
2. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable 2 CFR 200 and the FFY 2024 U.S. Department of Homeland Security, Grant Program Guidance and Application Kit. The applicant assures that it will comply and all its sub-recipients and contractors will comply, with the applicable provisions of the U.S. Department of Homeland Security, FFY 2024 Homeland Security Grant Program Guidance and Application Kit, and all other applicable federal laws, orders, circulars or regulations.
3. **Availability of Federal Funds:** This grant award is contingent upon availability of federal funds approved by Congress.
4. **Bidding Requirements:** The subrecipient must comply with proper competitive bidding procedures as 2 CFR 200.310-316 and 2 CFR 200.317-326. On any items, including those bids in the aggregate, whose total cost is less than \$5,000, the bids do not have to be submitted to the DOS for review and approval; but adequate documentation must be maintained in the subrecipient's files. On any items, including those bids in the aggregate, whose total cost is \$5,000 or more, bids must be submitted to DOS, if requested.
5. **Bonding:** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant.
6. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
7. **Conflict of Interest:** Per 2 CFR 200 Recipients and subrecipients must disclose in writing to FEMA or its pass-through entity, any potential conflict of interest in the Federal award's lifecycle. Personnel and other officials connected with this grant shall refer to the advice below but insure that a local policy is in place to comply generalized paraphrased policy sample herein and given below.
8. **Advice:** No official or employee of a state or unit of local government or of non-government grantees/subrecipients shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.
9. **Appearance:** In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subrecipients shall avoid any action which might result in, or create the appearance of the following:
 - Using his or her official position for private gain;
 - Giving preferential treatment to any person;
 - Losing complete independence or impartiality;
 - Making an official decision outside official channels; and/or
 - Adversely affecting the confidence of the public in the integrity of the government or the program.

Recipients and subrecipients must disclose, in a timely manner and in writing to FEMA or the pass-through entity, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the Federal award.

Subrecipient Initials 1.) *PRS*

2.) *APR*

3.) *R*

Date: *10-3-2023*

10. *Consultants:* Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$860.00 per day. Permission for costs that exceed \$860 per day in total will need to be granted by DOS who must seek approval for DHS/FEMA for an increased rate.
11. *Continuation:* The applicant agrees that if the requested project is funded continuation is not guaranteed.
12. *Contract Requirements:* The applicant agrees that no contract or agreement may be entered into by the subrecipient for execution of project activities or provision for services to a sub grant project (other than the purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved application. Any such arrangements will provide that the subrecipient will retain ultimate control and responsibility for the project and that the contractor will be bound by these conditions as well as the subrecipient.
13. *Construction Projects:* NSGP Program is effectively considered a non-construction program. However, subrecipients using funds for ancillary construction projects/work must comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq.). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determination, is available from the following website: <http://www.wdcl.gov>. *Data Collection:* The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
14. *Deobligation of Grant Funds:* All grants must be deobligated at the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by DOS.
15. *Disclosure of Federal Participation:* In compliance with Section 623 of Public Law 102-141, the subrecipient agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the subrecipient agrees to the following:
- Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition and
 - Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.

16. *Financial Responsibility:* The financial responsibility of subrecipients must be such that the subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:
- Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
 - Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - The accounting system should provide accurate and current financial reporting information; and,
 - The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
17. *Interest and Other Program Income:* The applicant agrees to be accountable for all interest or other income earned by the subrecipient with respect to sub grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated

Subrecipient Initials 1.) PKB

2.) JPL

3.) CRN

Date: 12-31-2025

by this grant during the project must be reported to DOS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from DOS.

18. **Interoperable Equipment:** Grantee is responsible for all license requirements resulting from a potential grant. Equipment must meet DHS/FEMA recommended P-25 compatible standards.
19. **Legal Action:** The subrecipient agrees that should the NH Department of Safety - Grants Management Unit determine that it needs to take legal action against the subrecipient for actions arising out of the grant, the subrecipient will waive jurisdiction and have the case heard in either state or federal court in Concord, New Hampshire.
20. **Obligation of Grant Funds:** Grant funds may not be obligated prior to the effective date of the approved grant award and without advance written approval by DOS. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.
21. **Performance:** This grant may be terminated or fund payments discontinued by DOS where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by DOS. In the event the subrecipient fails to perform the services described herein and has previously received financial assistance from DOS, the subrecipient shall reimburse DOS the full amount of the payments made. However, if the services described herein are partially performed, and the subrecipient has previously received financial assistance, the subrecipient shall proportionally reimburse DOS for payments made.
22. **Property Control:** Effective control and accountability must be maintained for all personal property. Subrecipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subrecipients should exercise caution in the use, maintenance, protection and preservation of such property. Subrecipients agree to follow the terms of 2 CFR 200.317 -- 200.326.
23. **Records:** The applicant will give the grantor agency or the DHS or the Office of the Inspector General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.
24. **Recording and Documentation of Receipts and Expenditures:** Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
25. **Reports:** The subrecipient shall submit, at such times and in such form as may be prescribed, such reports as DOS may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports.
26. **Final and fiscal close-out Report:** The report is in addition to the cumulative progress reports and is also due 90 days after the end of the grant period.
27. **Retention of Records:** Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved. Re: Property records see as previously noted in section 24.
28. **Suspension or Termination of Funding:** DOS may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subrecipient for any of the following reasons:
 - Failure to comply substantially with requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law;
 - Failure to adhere to the requirements, standard conditions or special conditions;

Subrecipient Initials 1.) PRB 2.) JRC 3.) JLR Date: 12-31-2025

- Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding;
 - Failure to submit reports;
 - Filing a false certification in this application or other report or document;
 - Other good cause shown.
29. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the subrecipient's approved project plan and budget. Items must be in the subrecipient's approved grant budget in order to be eligible for reimbursement.
30. **Utilization of Minority Businesses:** Subrecipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
31. **Written Approval of Changes:** Any mutually agreed upon changes to this sub grant must be approved, in writing, by DOS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

As a condition of the receipt of these funds:
 Funding may be suspended or terminated for filing a false certification in this application or other reports or document as part of this program.

Tracking of Equipment:
 Upkeep, maintenance, and training of and for equipment procured as part of the Homeland Security Grant Program is a local and/or grantee responsibility. The inventory of this equipment is a local responsibility and the recipient of such understands that inspections, auditing, and inventory accounting of this equipment may occur as a condition of this grant either from Federal, State or other appropriate level agency and agent.

Equipment valued over \$10,000:
 To comply with OMB 2 CFR 200 equipment valued at this level must inventoried and tracked locally and be reported to the State Department of Safety (DOS) — Grants Management Unit every 2 years or until the item carries a depreciated value of less than \$250. The disposition of the equipment must be reported. DOS recommends consulting with local auditor's compliance and disposition rules governing equipment procured with Federal funds...

Non-Supplanting Certification: This certification, which is a required component of the New Hampshire application, affirms that federal Homeland Security grant funds will be used to supplement (add to) existing funds, and will not supplant (replace) funds that have been locally appropriated for the same purpose. Potential supplanting will be addressed in the application review as well as in the pre-award review, post award monitoring, and the audit. DHS/FEMA I.E. 379 allows as well as FP-205-402-128-1 which apply to maintenance and sustainment of grant or in some cases non-grant acquired capabilities with specific definitions. Applicants and/or grantees will be/may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons OTHER than the receipt or expected receipt of federal Homeland Security grant funds. Supplanting funds is loosely defined (for these purposes) as using federal grant money to "replace" or "take the place of" existing local funding for equipment or programs. The funds are intended to provide local entities with increased or in 2024 sustained capabilities or to build capacity to address CBRNE/WMD terrorist incidents.

National Incident Management System (NIMS) Implementation
 Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and achievement reporting is on FEMA's website at: <https://www.fema.gov/emergency-managers/nims-implementation-training>. Please see the Preparedness Grants Manual for more information on NIMS. Recipients should manage resources purchased or supported with FEMA grant funding according to NIMS resource management guidance.

Additional information on resource management and NIMS resource typing definitions and job titles/position qualifications is on is on DHS/FEMA's website.

Subrecipient Initials 1.) PRS 2.) JRC 3.) JLR Date: 12-31-2025

EXHIBIT A

Special Provisions

FY 2024 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/fy18-dhs-standard-terms-and-conditions>.

A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

B. General Acknowledgments and Assurances. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.

Subrecipient Initials 1.) *PRS* 2.) *JRL* 3.) *JLR* Date: *12-31-2025*

EXHIBIT B

Scope of Services

1. The Department of Safety, Division of Fire Safety (hereinafter referred to as the State) is awarding the Twin State Mutual Aid Fire Association (hereinafter referred to as "the Subrecipient") \$10,000.00 to support the training of technicians in hazardous materials and to support anti-terrorism related training within your local jurisdictions.
2. The Subrecipient agrees to submit quarterly progress reports within 15 days after each quarter (April 15, July 15, and October 15).
3. The Subrecipient agrees that the project grant period ends August 31, 2027 and that a final performance and expenditure report and final reimbursement requests will be sent to the State by July 31, 2027.
4. The Subrecipient agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. The Subrecipient shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the State's submission of the final expenditure report.

Subrecipient Initials 1.) *PRS* 2.) *JRC* 3.) *JLR*

Date: *12-31-2025*

EXHIBIT C

Grant Amount and Payment Schedule

1.) The State will award \$10,000.00 to the Twin State Mutual Aid Fire Association

2.) Payment Schedule

a. "The Grantee" agrees that the total payment by "the State" under this grant agreement shall be up to \$10,000.00

b. "The State" shall reimburse up to \$10,000.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds (i.e. copies of invoices and proof of payment).

c. "The Grantee" is responsible for the overall direction and assignment of all 2024 Homeland Security grant.

Subrecipient Initials 1.) *PRS*

2.) *APL*

3.) *JLR*

Date: *12-1-2025*

- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

Subrecipient Initials 1.) *PRO* 2.) *JRL* 3.) *JLR* Date: *12-31-2025*

**BY-LAWS
Of The
TWIN STATE MUTUAL AID FIRE ASSOCIATION**

**ARTICLE I
Articles of Agreement**

The name of the Corporation shall be the Twin State Mutual Aid Fire Association, a public municipal corporation created pursuant to New Hampshire RSA 154:30-a as a District Fire Mutual Aid system ("Twin State"). The purposes for which it is established shall be as pursuant to RSA 154:30-a and the location of its principal place of business shall be as set forth in the Articles of Agreement, as from time to time amended, and these By-Laws as detailed in Article II. The powers of the Members and the Board of Directors and all matters concerning the conduct and regulation of Twin State shall be subject to such provisions in regard thereto, if any, as are set forth in such Articles of Agreement which are hereby made a part of these By-Laws.

**ARTICLE II
Purpose**

It will be the purpose of Twin State to coordinate the services of all municipalities and fire departments belonging to it so as to provide better and more efficient cooperation in the protection of life and property within the area which it comprises. The Members shall provide aid for all incidents to other Members without charge. Nothing in these By-Laws shall prohibit one or more Members from negotiating payment for service contracts with towns and districts not possessing, adequate resources for the provision of fire protection, fire suppression, rescue and/or emergency medical services. Twin State in its efforts to provide increased protection of life and property efficiently is authorized to;

- a) acquire, operate, and dispose of property and equipment, including a dispatch center and communication service;
- b) extend the advantages of group purchasing to the Members;
- c) provide and operate training programs for firefighters, emergency medical personnel and other first responders;
- d) promote safety and compliance with NFPA Standards with the Members;
- e) cooperate with other state and local agencies;
- f) receive, hold and use donations, gifts, bequests, and grants, either outright or in trust for the purpose consistent with the statutes;
- g) request, receive and use appropriations raised by Municipalities, County, and State;
- h) apply for, receive and expend funds from the government of the United States in the form of direct aid or matching funds to carry out the purpose of the corporation;
- i) enter into contracts for the provisions of goods and services consistent with the goals of the corporation;
- j) employ personnel and agents to carry on the purpose of Twin State; and
- k) participate in the Statewide Mobilization Plans for New Hampshire and Vermont.

ARTICLE III
Membership

Section 1. Member Categories.

Twin State shall have the following categories of membership; Member and EMS Member.

Section 2. Member.

A municipal fire department or a duly organized fire district recognized by their respective State and meets the following requirements may apply to become a Member with all of the responsibilities and requirements of membership provided the following are met:

- a) Geographically contiguous to an existing Member Department.
- b) Operate a Pumper that meets the requirements of NFPA 1901 when constructed and has a minimum of a 1000 gpm pump, 500-gallon tank, 1,000 feet of large diameter hose and SCBA for each seat other than the operator's seat.
- c) Operate a Tanker that meets the requirements of NFPA 1901 when constructed with a minimum of 1500 gallons and capable of being filled at a rate of 250 gpm and dumping at a rate of 500 gpm. All Tankers that exist as of January 1, 2016 are exempt and the Board of Directors may waive the requirement for a Tanker if the Member has other apparatus or equipment that is beneficial to Twin State.
- d) Adequate firefighters to staff the Pumper with a minimum of 3 firefighters qualified for interior firefighting at least 80% of the mutual aid calls and the Tanker with 2 firefighters at least 90% of the mutual aid calls.
- e) Possess suitable radios, fittings and adapters to effectively work within the Twin State system.
- f) Train a minimum of 6 times a year with a minimum of 70% of the membership in attendance as evidenced by training records.
- g) Dispatched by the Twin State Dispatch Center unless not dispatched by Twin State as of January 1, 2016, or this requirement is waived by two thirds vote of a quorum of the Board of Directors.
- h) Provide evidence of Workers' Compensation insurance that covers all members of the Department for at least the respective State statutory minimum limits.
- i) A committee of the Board must visit the Department applying for Membership and review response records, meeting records, training records and the Department's apparatus to determine compliance with the requirements for membership and shall make a recommendation to the full Board of Directors concerning acceptance.
- j) A vote of the majority of the Board of Directors shall be required to accept an applicant as a Member.

Members pay dues as established annually by the approved budget process. All Members pay the same dues and have the right to elect the Board of Directors and a representative of a Member may be elected to the Board of Directors.

Section 3. EMS Member.

A state licensed Emergency Medical Services ("EMS") provider that is not affiliated with a fire department, but under contract with a Member to be the primary EMS provider to a Member Town and requires dispatching services may apply to be a EMS member. This membership pays dues as established annually by the Board of Directors. It has all of the privileges and responsibilities of a Member with the exception of the privilege to vote and be a member of the Board of Directors.

- a) An EMS Member is expected to provide mutual aid to Members.
- b) A vote of the majority of the Board of Directors shall be required to accept an applicant as an EMS Member.

Section 4. Continuing Requirements.

All Members must maintain all of the requirements of their membership category. A committee of the Board shall inspect all members except EMS members a minimum of once every five years to determine compliance with the requirements and obligations of being a member. At the time of the paying of the annual dues a member must provide a written statement certifying to the following:

- a) Evidence of Worker's Compensation Insurance
- b) Updated Roster of Members
- c) Updated Apparatus Inventory
- d) Certification that the department meets the requirements for their category of membership

Failure to provide the required certification or the visiting committee finding that the member does not meet the requirements, shall be cause for Termination pursuant to Article IV, Section 8.

ARTICLE IV
Membership Meetings

Section 1. Annual Meeting.

The annual meeting shall be held during the month of December of each year at such time and place as the Directors may determine. If the annual meeting is not held during December, a special meeting in lieu of an annual meeting may be held with all the force and effect of the annual meeting. Notice of the annual meeting setting forth the date, time, and place of any such meeting shall be sent via electronic mail to all Members at the last e-mail address provided by the Member to the Secretary not less than seven (7) days prior to the date of the annual meeting. The primary purpose of the annual meeting is to elect the Board of Directors, approve the annual budget and to receive reports of the Directors, President, and Treasurer.

Section 2. Regular Meetings.

In addition to the annual meeting, there shall be a minimum of nine regular membership meetings annually. The date and time of the regular meetings shall be set by the Directors. Notice of the meeting setting forth the date, time, and place of any such meeting shall be sent via e-mail to all Members at the last e-mail address provided to the Secretary not less than seven (7) days prior to the date of the meeting.

Section 3. Special Meetings.

Special meetings of the membership can be called by the President, a petition by the majority of the Directors or a petition of ten (10) Members. Any such petition must include the purpose of the special meeting. Upon the President receiving a petition, the President shall schedule a meeting of the membership within thirty days of receipt of said petition. Notice of the special meeting setting forth the date, time, place and purpose of any such meeting shall be sent via e-mail to all members at the e-mail address provided to the Secretary not less than ten (10) days prior to the date of the special meeting. Business transacted at a special meeting shall be limited to the purpose or purposes stated in the notice of the meeting.

Section 4. Quorum.

The presence in person or by proxy of a majority of the members of Twin State that can vote shall constitute a quorum at all meetings of the members except as otherwise provided by law, by the Articles of Agreement

or by these By-Laws. If less than a quorum shall be in attendance at the time for which the meeting shall have been called, the meeting may be adjourned from time to time by a majority vote of the members present or represented, without any notice other than by announcement at the meeting, until a quorum shall attend. At any adjourned meeting at which a quorum shall attend, any business may be transacted which might have been transacted if the meeting had been held as originally called.

Section 5. Conduct of Meetings.

Meetings of Members shall be presided over by the President or the Vice President, if neither is present, by a chairman to be elected at the meeting. If the Secretary is not present, the presiding officer may appoint a person to act as Secretary of the meeting.

Section 6. Voting.

At all meetings of Members, each Member entitled to vote shall have one (1) vote. Such vote may be either in person or by proxy appointed by an instrument in writing subscribed by such member, bearing a date not more than one (1) month prior to said meeting, unless said instrument provides for a longer period. Such proxy shall be dated, but need not be sealed, witnessed or acknowledged. All elections shall be had and all questions shall be decided by a majority of the votes cast at a duly constituted meeting, except as otherwise provided by law, in the Articles of Agreement or by these By-Laws. If the chairman of the meeting shall so determine, a vote by ballot may be taken upon any election or matter, and the vote shall be so taken upon the request of ten percent (10%) or more of all of the members entitled to vote on such election or matter.

Section 7. Member - Absence from Meeting.

Any Member who is not represented at three (3) consecutive meetings without excuse satisfactory to the Board of Directors shall be placed on probation and the municipality shall be notified in writing. Failure to correct the deficiency could result in termination of membership at the discretion of the Board of Directors.

Section 8. Termination of Membership.

Any category of membership may withdraw from Twin State or in certain circumstance be expelled from membership as follows:

a) Withdrawal

Any member by vote of its governing board may withdraw from the Corporation, but withdrawal shall not be effective until 90 days after written notice of withdrawal shall be delivered to one of the officers of the Corporation (NH-RSA 154:30-d). No part of any dues paid shall be refunded.

b) Expulsion

Any member for violations of these By-Laws can be expelled from the Corporation after being placed on probation for a period determined by the majority of the Board of Directors which probation is served in writing to the Fire Chief and the member's governing body. If the deficiency is not corrected during the probation period, a 2/3 majority vote of all of the Directors is required to expel a member.

ARTICLE V
Board of Directors

Section 1. Powers.

The Board of Directors shall have the entire charge, control and management of Twin State and its property and may exercise all or any of its powers except those specifically reserved to the membership pursuant to these By-Laws. The Board of Directors, without limiting its responsibilities, is responsible for preparing a

budget for approval by the members, establishing the annual dues and presenting a slate of Board of Directors at the Annual Meeting of the Members.

Section 2. Number.

The Board of Directors ("Board") shall consist of (15) directors (individually referred to as "Director", collectively referred to as the "Directors").

Section 3. Term.

Directors shall serve for three-year terms ending on the date of the annual meeting. The term of each initial Director shall be specified at the time of election. The terms of the Directors shall be fixed so that one-third shall be selected each year. Each Director shall hold office until their term expires and until their successor is selected.

Section 4. Election.

At the Annual Meeting, or at a special meeting in lieu of an Annual Meeting, a majority of the Members shall elect the Board from those Members nominated to be a Director by the members or by a Nominating Committee as established by the President. The initial term for each Director shall also be determined in order to comply with Section 3 of this Article. Any vacancy in the Board may be filled by the Directors pursuant to Section 13 of this Article.

Section 5. Quorum.

Unless otherwise provided, a quorum for conducting a meeting of the Board shall be a majority of the Directors; but if less than a majority of the Directors is present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 6. Removal.

A Director may be removed from office with or without cause by the affirmative vote of a majority of the Directors then in office.

Section 7. Resignation.

Any Director may resign by delivering a written resignation to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 8. Annual Meeting of Board.

The annual meeting of the Board shall be held immediately after the annual meeting of the membership for the purpose of electing the administrative officers and conducting such other business as may come before the Directors.

Section 9. Regular Meetings of Board.

Regular meetings of the Board shall be held a minimum of once a year which includes the Annual Meeting, and may be held at such times and places as shall from time to time be fixed by resolution of the Board and no notice need be given of regular meetings held at the times and places so fixed, provided; however, that any resolution relating to the holding of regular meetings shall remain in force only until the next annual meeting of the Directors, or a special meeting held in lieu thereof, and that if at any meeting of the Board, at which a resolution is adopted fixing the times or place or places for any regular meetings, if any Director is absent, no meeting shall be held pursuant to such resolution until either each such absent Director has in writing approved the resolution or seven days have elapsed after a copy of the resolution has been sent via e-mail, addressed to each such absent Director at their last known e-mail address.

Section 10. Special Meetings.

Special meetings of the Board may be called by the President, the Secretary, by any two Directors, or by one Director in the event that there is only one Director and shall be held at the place designated in the notice or call thereof. Notice of all special meetings of the Directors shall be given to each Director by the Secretary, in case of the death, absence, incapacity or refusal by the Secretary, by the officer or one of the Directors calling the meeting. Such notice shall be given to each Director in person or by telephone, or e-mail sent to each Director's business or home address last provided to the Secretary, at least twenty-four (24) hours in advance of the meeting, or by mail addressed to such business or home address and post-marked at least forty-eight (48) hours in advance of the meeting. Except as required by law, notice of a special meeting need not be given to: (1) any Director who, either before or after the meeting, delivers a written waiver of notice, executed by the Director, which is filed with the records of the meeting; or (2) any Director who attends the meeting and who, either prior to the meeting or at its commencement, fails to protest the lack of such notice. A notice or waiver of notice need not specify the purpose of any special meeting unless such purpose is the removal of a Director or Officer.

Section 11. Telephone Conference Meetings.

The Directors or the members of any committee may participate in a meeting of the Board or such committee by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participating by such means shall constitute presence in person at a meeting.

Section 12. Manner of Acting.

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of the greater number is required by law or these By-Laws. The Board may also act without a meeting if written consent setting forth the action taken thereto is signed by all the Directors and filed with the records of the Board meetings. Such consent shall be treated as a vote of the Directors for all purposes.

Section 13. Vacancies.

Any vacancy occurring on the Board shall be filled at the next regular or special meeting of the Board from among those individuals nominated to be a Director by the Nominating Committee. Such person shall be elected by the Board of Directors for the unexpired term of office of the predecessor in office.

Section 14. Director - Absence from Meeting.

Any Director who is absent from three (3) consecutive meetings without excuse satisfactory to the Board shall be deemed to have surrendered the office of Director.

Section 15. Director - Residuary Powers.

The Board shall have the powers and duties necessary or appropriate for the administration of the affairs of Twin State. All powers of the Corporation set forth in, the Article of Agreement, or these By-Laws, shall be vested in the Board.

Section 16. Executive Committee.

The Board may, at any meeting of the Board of Directors, by vote of a majority of the number of Directors, elect an executive committee or other committees and may, by like vote, delegate thereto some or all of its powers except those which by law, the Articles of Agreement or these By-Laws it is prohibited from delegating. Except as the Board may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Board or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided by these By-Laws for the Directors. The Board shall have the power to fill vacancies in, change the membership of, or disband any such committee. The Executive Committee can conduct business electronically.

Section 17. Action by Consent.

Any action by the Board or any committee may be taken without a meeting if a written consent which would include e-mail is signed by all the Directors or all the members of the applicable committees and filed with the records of the meetings of the Directors. Such consent shall be treated for all purposes as a vote at a meeting.

Section 18. Honorary Directors, Advisors, Sponsors, and Friends of the Association.

The Board may designate certain persons or groups of persons as honorary directors, advisory directors, sponsors, friends, or such other title as the Board deems appropriate. The Board may elect persons to those titles for such terms and on such conditions as the Board determines and may assign to such persons such responsibilities, duties, and privileges as the Board determines. Persons designated by these titles shall not be Directors for the purposes of these By-Laws.

Section 19. Conflict of Interest.

Any possible conflict of interest on the part of any member of the Board or Officer of the Corporation, shall be disclosed in writing to the Board and made a matter of record through an annual procedure and also when the interest involves a specific issue or transaction before the Board. Where the transaction involving a Director or Officer exceeds five hundred dollars (\$500) in a fiscal year, a two thirds vote approving the transaction is required. The minutes of the meeting shall reflect that a disclosure was made; that the interested Director and all other Directors with a pecuniary transaction with the Corporation during the fiscal year were absent during both the discussion and the voting on the transaction; and the actual vote itself. Every new member of the Board will be advised of this policy upon entering the duties of his or her office, and shall sign a statement of acknowledgment, understanding and agreement to this policy.

ARTICLE VI
Officers

Section 1. Officers.

The Officers of the Corporation shall be a President, Vice President, Treasurer, and Secretary. The Officers of the Corporation may also include one or more Assistant Treasurers and/or Assistant Secretaries. The Officers shall be elected or appointed annually as specified in Article VI, Section 6. The Board may elect or appoint such other Officers as it deems desirable, such Officers to have authority and perform the duties prescribed, from time to time, by the Board. The Officer of any official position may be combined and held by one (1) person. Compensation for the Officers shall be set by the Board of Directors annually at the Annual Meeting and cannot be delegated to the Executive Committee.

Section 2. President.

The President shall be a Director nominated by the Directors and elected by the Board. The President shall preside at all meetings of the Board and Members and shall determine the agenda of each meeting. The President shall serve on the Executive Committee and shall be an ex-officio member without vote on all other Board committees. The President shall be the administrator of Twin State. The President, the Treasurer, or some other person specifically authorized by vote of the Board, may sign all deeds, leases, contracts, notes and/or other instruments to be executed on behalf of Twin State. The President shall perform all the duties commonly incident to the office and shall perform such other duties and have such other powers as the Board may from time to time designate.

Section 3. Vice President.

The Vice President shall be a Director nominated by the Directors and elected by the Board. The Vice President shall have such powers and perform such duties as may be delegated to the position by the Board. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President.

Section 4. Treasurer.

The Treasurer shall be a Director nominated by the Directors and elected by the Board. The Treasurer shall have the care and custody of the funds of Twin State and shall have and exercise under the supervision of the Board all the powers and duties commonly incident to the office. The Treasurer shall, with the President, have the power to sign all deeds, leases, contracts, notes and/or other instruments to be executed on behalf of Twin State. The Treasurer shall have the custody of the corporate seal and of all the money, funds, valuable papers and documents of Twin State. The Treasurer shall deposit all the funds of Twin State in such bank or banks, trust company or trust companies, or with such firm or firms as the Board may from time to time designate. The Treasurer may, on behalf of Twin State, endorse for deposit or collection, all checks, notes and other obligations payable to Twin State or its order and may accept drafts on behalf thereof. The Treasurer shall keep accurate books of account of all Twin State transactions, which books shall be the property of the Twin State, and together with all other of its property in the Treasurer's possession, shall be subject at all times to the inspection and control of the Board. All receipts and vouchers for payment made to Twin State, and checks, drafts, notes and other Twin State obligations for the payment of money by Twin State shall be signed by the Treasurer except as the Board may otherwise specifically order. Checks and drafts need not be countersigned, unless otherwise ordered by the Board. The Treasurer shall be bonded in an amount as determined by the Board and shall be audited by a third party a minimum of every two (2) years.

Section 5. Secretary.

The Secretary of Twin State shall be appointed by the Board annually at the Board's Annual Meeting and does not need to be a Director. The secretary shall be present at all meetings of the Board and Members, and shall keep accurate records of the proceedings had at such meetings, which books shall respectively be open at all reasonable times to the inspection of any director. The Secretary shall perform all the duties commonly incident to the office and shall perform such other duties and have such other powers as the Board may from time to time designate. In the absence of the Secretary from any meeting of the Board or Members, a temporary Secretary may be appointed who shall record the proceedings thereof.

Section 6. Election and Term of Office.

The President, Vice President, and Treasurer shall be elected by the Board at the Board's Annual Meeting or as soon thereafter as feasible and shall be by ballot cast by qualified Directors. A plurality of votes cast shall elect the officer. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until the next annual election of the Board and until a successor shall have been duly elected or appointed and shall have qualified. The term of office shall be one (1) year. The President, Vice President and Treasurer may be re-elected by the Directors to hold that office for a maximum of seven (7) consecutive terms.

Section 7. Removal.

Any officer elected by the Board may be removed by the Board by two-thirds (2/3) vote of the remaining Directors whenever in its judgment the best interest of Twin State would be served thereby.

Section 8. Vacancies.

A vacancy in the office of the President because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board by majority vote for the unexpired portion of the term. A vacancy in any other office because of death, resignation, removal, disqualification, or otherwise, may be filled by the President for the unexpired portion of the term.

ARTICLE VII
Committees

Section 1. Committees.

The Board shall appoint from their own numbers an Executive Committee and may appoint such other committees where the chair is a Director, but the committee members could be any party as they may from time to time deem necessary or advisable, and may delegate such powers and duties thereto as the Board may deem advisable to the extent permitted by law. At any meeting of a committee, a quorum for the transaction of all business before the meeting shall consist of a majority of the appointed members of such committees. Each committee shall maintain a written record of its meetings and present reports to the Board at its next meeting. All committee members shall have a term of one year, but shall not be subject to term limits.

Section 2. Executive Committee.

The Executive Committee shall consist of the President, Vice President, Treasurer, and five (5) other Directors elected by the Board. The Executive Committee will have the authority to make final decisions on all matters related to Twin State. The Executive Committee will have primary responsibility for creating and monitoring the Twin State budget and the ordinary business of the Corporation. The Executive Committee shall report to the Board as provided in Section 1 of this Article.

Section 3. Nominating Committee.

At least eight weeks before the Annual Meeting, a Nominating Committee for membership of the Board shall be appointed by the President. The Nominating Committee shall offer the names of the Directors to be selected or to fill vacancies at the Annual Meeting. The Nominating Committee shall consist of three (3) Directors and two (2) Members.

Section 4. Standing Committees.

Unless otherwise provided herein, the Directors may appoint either Directors or Members to any standing committee. Such appointment shall be for a one (1) year term unless otherwise determined by the Board of Directors.

- a) Response Committee. This committee will be responsible for coordinating dispatch guidelines, procedures and pre-determined mutual aid responses.
- b) Fire School Committee. This committee will be responsible for planning and presenting an annual fire school that will provide instruction and training to meet the needs of the Members.
- c) Training Committee. This committee will be responsible for planning special events, seminars, training events and other programs to benefit the members of Twin State.
- d) Membership Committee. This committee will be responsible for vetting all potential members and visiting 1/5 of the existing Member Departments each year to determine compliance with the requirements to be a member.
- e) Scholarship Committee. This committee shall be responsible for fundraising for the scholarship fund, selecting the criteria for a scholarship, selecting scholarship recipients and awarding scholarships in the aggregate amount as authorized annually in the Twin State Operating Budget.

ARTICLE VIII
Member Privileges and Obligations

Section 1. Response.

All members are expected to respond with requested equipment, manpower and apparatus as they can provide. Failure to respond as requested will not create any liability to the requested Member, but is subject to these By-Laws.

Section 2. Reimbursement.

- (a) All members shall make no charge for responding with personnel, apparatus and equipment to a Member, or as part of the State Mobilization Plan, or response within another Mutual Aid District for all incidents.
- (b) Should the Member requesting assistance be reimbursed from a third party for either personnel, apparatus or equipment that responded, the responding Members should be reimbursed at the same rate as the third party received reimbursement.
- (c) A Member providing foam or other expendable materials or supplies utilized at an incident shall have the right to request replacement or reimbursement for the expendable materials or supplies.
- (d) This Section 2 is not intended to prevent a mutual aid ambulance from charging a patient for transport or for a community to contract for paramedic responses.

Section 3. Damaged Equipment.

The requesting Member shall have no obligation to repair or replace any damaged equipment or apparatus that responded to an incident.

Section 4. Reimbursement from Non-Members

Any Member responding to a municipality that is not part of a recognized Mutual Aid District or to a town without a fire department may charge the Municipality for any and all costs incurred at the rates sets by the Board of Directors annually at the Annual Meeting of the Board. All charges are per hour calculated based on one-hour increments from the time responding to the time back in service in quarters. The initial rates shall be as follows:

a)	Pumper	\$300
b)	Aerial	\$325
c)	Tanker	\$150
d)	Rescue	\$150
e)	Specialty Vehicle	\$150
f)	Firefighter	\$40

ARTICLE IX
Contracts, Deposits, Funds, Gifts and Dues

Section 1. Contracts.

The Board may authorize any Officer or Officers, agent or agents, of Twin State, in addition to the Officers so authorized by these By-Laws, to enter into contracts or execute and deliver any instrument in the name of and on behalf of Twin State; and such authority may be general or confined to a specific instance.

Section 2. Deposits.

All funds of Twin State shall be deposited promptly to the credit of Twin State in such banks, trust companies or other depositories as the Board may select. The Board may elect to invest a portion of the funds of Twin State in investments that would be acceptable for Trustees of Trust Funds to invest capital reserves.

Section 3. Gifts.

The Board may accept on behalf of Twin State any contribution, gift, or grant for the general purpose or for any special purpose of Twin State.

Section 4. Grants.

The Board may apply and accept grants on behalf of Twin State for the general purpose or for any special purpose of Twin State.

Section 5. Dues.

The Board will establish annual dues for each membership category each year. Failure to pay the dues within three months after the invoice was issued is cause for dismissal.

Section 6. Assessments.

The Board shall prepare and present to the Members at the Members Annual Meeting the operating budget for the subsequent fiscal year for approval by the Members. The operating budget should include an estimate of the anticipated annual dues for each member category. Each member within a category shall pay the same dues. Failure to pay the dues within three months after issuing the invoice is cause for dismissal. The invoice shall be issued within thirty (30) days of approval of the operating budget.

**ARTICLE X
Books and Records**

The Board shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the members of the Board and Members. All books and records of Twin State may be inspected by any Member for any purposes at any reasonable time. The Board shall cause an audit of the records of Twin State to be made at least every other year by a competent auditor or audit committee.

**ARTICLE XI
Member Limitation of Liability**

Pursuant to NH RSA 154:30-e there shall be no liability imposed by law on the Corporation, any municipality, the membership or the personnel of the membership for failure to respond or to respond reasonably for the purpose of extinguishing any fire. This immunity is not intended to be exclusive of other immunities existing by statute or at common law.

**ARTICLE XII
Personal Limitation of Liability**

The Directors and Officers of Twin State shall not be personally liable for any debt, liability or obligation of Twin State. All persons, corporations or other entities extending credit to, contracting with, or having any claim against Twin State may look only to the funds and property of Twin State for the payment of any

debt, damages, judgment or decree, or of any money that may otherwise come due or payable to them from Twin State.

ARTICLE XIII
Indemnification

Each Director and each Officer of Twin State and each former Director or Officer of Twin State and their respective heirs, executors and administrators shall be indemnified by Twin State against all costs and expenses actually and necessarily incurred by them in connection with the defenses of any action, suit or proceeding, in which they, or any of them, are made parties, or a party, by reason of having been a Director or Officer of Twin State, except in relation to matters as to which any such Director or Officer shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. The foregoing indemnification shall include reimbursement of all costs and expenses actually and necessarily incurred in settling any such action, suit and proceeding or in satisfaction of such action, suit, or proceeding or in satisfaction to any rights to which any such Director or Officer may otherwise be entitled as a matter of law or otherwise.

ARTICLE XIV
Fiscal Year

The fiscal year of Twin State shall end on December 31 each year.

ARTICLE XV
Gender, Singular and Plurals

The use of the masculine, feminine or neuter gender, and the use of the singular or plural shall not be given the effect of any exclusion or limitation.

ARTICLE XVI
Amendments

These By-Laws may be amended by a majority vote of the Members at a regular or special meeting of the members after thirty (30) days written notice of the proposed changes to all Members. The original By-Laws in this format were approved by the Board of Directors on September 28, 2016 and became effective on December 21, 2016 and were subsequently amended as of September 25, 2019 this is the third amendment.

ARTICLE XVII
ADOPTION

On, at a regular meeting of the Members (as defined in the prior approved version of the By-Laws) of the Twin State Mutual Aid Fire Association held on October 23, 2024 in Barnet, Vermont after being noticed pursuant to the By-Laws, the Members present voted unanimously to amend the By-Laws in their entirety and substitute this version which is identified as "Version 3 dated October 23, 2024 " which became effective immediately upon adoption. The Secretary of Twin State certifies that a quorum was present on and that all Members present and eligible to vote approved the amended By-Laws identified as "Version 3 dated October 23, 2024".

Jim Richardson
Secretary



Office of the President Phil Blanchard

1/28/2026

3785 Dartmouth College Hwy, North Haverhill, NH 03774

Phone: 603.728.7716

To: Whom it may concern

From: Phil Blanchard, President

Re: Authorization to enter into contracts with the NH Department of Safety

At the Executive Board meeting held on January 28, 2026 a motion was made, seconded, and passed by the Executive to officially authorize President Phil Blanchard, Treasurer Jason Cartwright, and Chief Coordinator James Richardson as authorized signatories for all grants applied for and received by the State of New Hampshire and the Federal Emergency Management Agency.

The details of this motion and meeting minutes are kept on file with the Chief Coordinator and can be accessed via request at tmafacoordinator@gmail.com

Digitally signed: *Phil Blanchard, President*

c.c. Twin State Mutual Aid Fire Association Executive Board



TWIN STATE MUTUAL AID FIRE ASSOCIATION

Annual Membership Board of Directors Minutes 12/17/2025

- 12.17.1 Meeting called to order by President Clark at 1800 hours at the Woodsville Fire/EMS Station
- 12.17.2 Welcome, introduction, and pledge of allegiance given by host Chief Robbins. President Clark requested a moment of silence for departed members
- 12.17.3 Roll was taken by Secretary Richardson which indicated 9 board members present. A quorum was declared
- 12.17.4 Secretary's report was disseminated. Motion made by D. Hammond and seconded by S. Robbins to approve the report. Motion passed
- 12.17.5 Treasurer report was presented by J. Cartwright. Also mentioned is that the audit is underway for 2024 and moving forward at this time. Motion to accept the treasurers report by S. Robbins, seconded by Vice-President Blanchard. Motion passed
- 12.17.6 President Clark discussed the hazmat team, budget, and motion required to adopt the Twin State Hazmat team as an official program of the Mutual Aid Association. Made by Vice-President Blanchard, seconded by S. Robbins to formally adopt the team, and associated expenses and liabilities as a program of Twin State. Motion passed
- 12.17.7 President Clark requested a motion to appoint James Richardson, as the Chief of the Hazmat team. Motion to approve made by Vice-President Blanchard, seconded by S. Robbins. Following discussion motion was approved
- 12.17.8 President Clark requested a motion to approve Tyler Gaudette of Franconia Fire to be the Assistant Chief of the team. Motion made by Vice-President Blanchard, seconded by S. Robbins. Motion passed
- 12.17.9 President Clark requested a motion to appoint James Richardson as the Coordinator of the Twin State Mutual Aid Fire Association. Motion made by Vice-President Blanchard, seconded by D. Hammond. Motion passed
- 12.17.10 Treasurer Cartwright presented and explained the operating budget set for 2026. There were no dues increases to the members; however, the hazmat team operating budget will come from our investments for a two-year period. Member towns will then be required to contribute. Motion to accept the 2026 budget as presented made by Vice-President Blanchard, seconded by S. Robbins. Motion passed
- 12.17.11 President Clark and J. Richardson presented an inventory list of hazmat equipment purchased over the past three years. It was explained that the Town of Littleton Selectboard as the sub-recipient of these grants agreed by motion to turn over these grant items if the Twin State Board of Directors agreed to

accept them. A motion was made by Vice-President Blanchard, seconded by S. Robbins to accept those items on the list to include items currently located in the City of Berlin. Motion passed

12.17.12 President Clark discussed the recently approved Department of Safety grant in the amount of \$105,715, as well as a hazmat training grant from the NH Office of the Fire Marshall in the amount of \$10,000 and that a motion to accept and expend was required. Motion made by Vice-President Blanchard, seconded by D. Bowman to accept and expend the grants in the amount of 105,715, and \$10,000. Motion passed

Motion made to recess the meeting at 1838 hours in preparation for the general membership meeting by S. Robbins, seconded by D. Bowman

Prepared by James Richardson, Secretary/Coordinator

**Next Meeting: Littleton Fire Department
January 28, 2025**

www.twinstatfire.org



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Twin State Mutual Aid Fire Association 3785 Dartmouth College Hwy North Haverhill, NH 03774	473	NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	3/1/2026	1/1/2027	Each Occurrence	\$ 2,000,000
			General Aggregate	\$10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	3/1/2026	1/1/2027	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of NH - Department of Safety 33 Hazen Drive Concord, NH 03305			Date: 3/4/2026 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax