

**TWIN STATE MUTUAL FIRE AID
AND
NORTH COUNTRY FIRE MUTAUL AID DISTRICT
NORTHERN NEW HAMPSHIRE HAZMAT TEAM AGREEMNT**

Term: This agreement shall take effect upon acceptance by both the Twin State Mutual Fire Aid Compact Board of Directors (Twin State) and the North Country Fire Mutual Aid District Board of Directors (NOR PAC). This agreement shall remain in effect until either Twin State or NOR PAC notifies the other party that they wish to terminate this agreement. A minimum of twelve (12) months' notice shall be required.

This agreement is subject to the approval of the Boards of Directors of Twin State and NOR PAC.

Framework:

1. An oversight committee shall govern the operation of the Northern New Hampshire Hazmat Team (NNHHT). The Oversight Committee shall consist of six (6) members. Twin State shall appoint three (3) members and NOR PAC shall appoint three (3) members. The Chief of the Team will serve as an ex officio member of the Committee but shall be a non-voting member.
2. A quorum shall consist of a minimum of two (2) committee members from Twin State and two (2) committee members from NOR PAC.
3. Twin State and NOR PAC personnel shall be insured by their local departments or by other insurance coverage approved by the Oversight Committee.
4. The annual operating budget of the Team shall be approved by the oversight committee. Any funding required to support the annual budget shall require approval of the Twin State and NOR PAC boards of directors (see paragraph five).
5. The Team shall make every effort to seek available grants to support training and operations. Any funding requested by the Team shall be provided by Twin State and NOR PAC in equal amounts (50/50 split).
6. All Team disbursements shall require the following approval process: Payments of \$500.00 or less shall be approved by the Team chief or Team secretary. Payments of \$500.00 shall be approved by the coordinators of Twin State and NOR PAC or, in their absence, by the president of Twin State and the deputy coordinator of NOR PAC.
7. Upon dissolution of the Team, the Oversight Committee shall after paying or making provisions for the payment of all the liabilities of the Team, liquidate the remaining assets and distribute the remaining funds equally (50/50) between Twin State and NOR PAC. Assets provided by grant funds shall be liquidated in accordance with applicable laws or rules then in effect.

8. This agreement may be modified or amended with the approval of the Twin State and NOR PAC Boards of Directors.

Dated on this 27 day of July, 2022

Twin State Mutual Fire Aid

[Signature]
Chairman, Board of directors

Witness

[Signature]

North Country Fire Mutual Aid

[Signature]
Chairman, Board of directors

Witness

[Signature]

**TWIN STATE MUTUAL FIRE AID
AND
NORTH COUNTRY FIRE MUTUAL AID DISTRICT
JOINT VENTURE AGREEMENT**

WHEREAS, Twin State Mutual Fire Aid and North Country Fire Mutual Aid District are separate and distinct municipal corporations with all the rights and powers associated therewith and,

WHEREAS, RSA 53-A:3 allows for the joint exercise of powers by New Hampshire municipal corporations and,

WHEREAS, North Country Fire Mutual Aid District and Twin State Mutual Fire Aid wish to enter in such an agreement to control and govern the operation of the Northern New Hampshire Hazmat team as described below.

NOW WHEREFORE, the parties agree as follows:

1. **Parties.** The Parties to this agreement are the North Country Fire Mutual Aid District, hereinafter "North Country" a New Hampshire municipal corporation, of 25 Megan's Way, Jefferson, NH 03583 and the Twin State Mutual Fire Aid, hereinafter "Twin State" a New Hampshire municipal corporation, of 3785 Dartmouth College Highway, Haverhill, NH 03774.
2. **Legal Authority.** The legal authority for this agreement is pursuant to RSA 53-A:3 and pursuant to any other applicable statutory or common law authority.
3. **Duration.** This agreement shall take effect upon execution by each party hereto and approval by the Office of the Attorney General pursuant to RSA 53-A:3, V. This agreement shall be perpetual in nature subject to the right of either party to withdraw and terminate this agreement upon one (1) year's notice to the other party.
4. **Administrative Entity.** The administrative entity in reference to this agreement shall be the oversight committee as established in a certain "Northern New Hampshire Hazmat Team Agreement" dated 07/25/2022, a copy of which is attached hereto and incorporated herein.
5. **Purpose.** The purpose of this agreement shall be for the orderly and appropriate administration of the Northern New Hampshire Hazmat team as described in the referenced and attached agreement.
6. **Financing.** The oversight committee shall annually draft a proposed budget and submit same as directed by the respective Boards of Directors of North Country Fire Mutual Aid District and Twin State Mutual Fire Aid.
7. **Termination.** In the event of the termination of this agreement as described in Section 3 above, then all property purchased by or held in the name of the Northern New Hampshire Hazmat Team shall be considered joint property of North Country Fire Mutual Aid and Twin State Mutual Fire Aid and shall be disposed of by agreement by those two separate entities.
8. **Conflict.** In the event that there shall be any conflict between this agreement and the attached Northern New Hampshire Hazmat Team Agreement, then this document shall be controlling. In

all other respects, the Hazmat Team Agreement of December 1, 2006 shall remain in full force and effect.

IN WHITNESS WHEREOF, we have hereunto set our hands and executed this Agreement on the day and year first above written.

Date: 7-25-22

Nathan Burgess
Witness

Ted Spelt
Chairman, Board of directors
North Country Fire Mutual Aid

Date: 7/27/22

Ronald J. Moore
Witness

Robert J. Moore
Chairman, Board of directors
Twin State Mutual Fire Aid