



NEW HAMPSHIRE AIR NATIONAL GUARD
HEADQUARTERS 157TH AIR REFUELING WING
PEASE AIR NATIONAL GUARD BASE NEW HAMPSHIRE

March 7, 2017

FROM: 157th Civil Engineer Squadron
302 New market St.
Pease ANGB. N.H. 03803-0157

Dear Chief

This letter is to request you please review the enclosed Mutual Aid Agreement. During a recent audit it was discovered that the existing agreement is becoming obsolete. Your timely consideration would be greatly appreciated. Any questions you have please feel free to contact me directly at (603)430-2327.

William E Hardekopf

William E Hardekopf, CMSGT, NHANG
Chief
157th Fire & Emergency Services

"Citizen soldiers building the nation's most respected Air National Guard Unit--
serving America, New Hampshire, and community. in partnership with family and employer."

**AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION
AND HAZARDOUS MATERIALS INCIDENT RESPONSE
BETWEEN 157 ARW AND STRATHAM, NH FIRE DEPARTMENT**

This agreement, entered into this 1st day of April 2017, between the Secretary of the Air Force acting pursuant to the authority of 42 U.S.C. 1856a and Stratham, NH Fire Department is securing to each the benefits of mutual aid in Fire Prevention and Hazardous Materials Incident Response, in the protection of life and property from fire, hazardous materials incident and in firefighting. It is agreed that:

- a. On request to a representative of the Pease ANGB Fire Department by a representative of the Stratham, NH Fire Department, firefighting equipment and personnel of the Pease ANGB Fire Department will be dispatched to any point within the area for which the Fire Department normally provides fire protection or hazardous materials incident response as designated by the representatives of the Stratham, NH Fire Department.
- b. On request to a representative of the Stratham, NH Fire Department by a representative of the Pease ANGB Fire Department, firefighting equipment or hazardous materials incident response and personnel of the Stratham, NH Fire Department will be dispatched to any point within the firefighting or hazardous materials incident response jurisdiction of the Pease ANGB Fire Department as designated by the representative of the Pease ANGB Fire Department.
- c. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - (1) Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished shall be determined by a representative of the responding organization.
 - (2) The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and shall be subject to the orders of that official.
 - (3) A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
 - (4) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Stratham, NH Fire Department normally provides fire protection, the Chief of the Pease ANGB Fire Department, his or her representative may assume full command on arrival at the scene of the crash.

(5) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Pease ANGB to observe Air Force operations.


d. Stratham, NH Fire Department may claim reimbursement for the direct expenses and losses that are additional firefighting or hazardous materials incident costs above the normal operating costs incurred while fighting a fire or hazardous materials incident response under this agreement as provided in 44 CFR Part 151, *Reimbursement for Costs of Fire Fighting on Federal Property*.

e. Both parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with NFPA 1561.

f. Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement. This provision does not waive any right of reimbursement pursuant to paragraph d above.

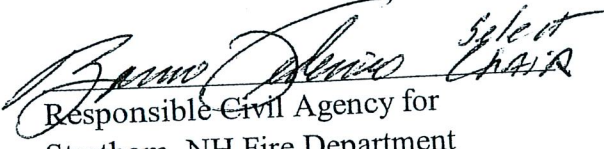
g. All equipment used by Stratham, NH Fire Department in carrying out this agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Stratham, NH Fire Department under this agreement will, at the time of such action, be an employee or volunteer member of Stratham, NH Fire Department.

For Stratham, NH Fire Department

Matthew E Larrabee 
Fire Chief

for the Secretary of the Air Force

157 ARW/CC


Responsible Civil Agency for
Stratham, NH Fire Department

USPFO for New Hampshire

TAG New Hampshire

Civil Engineer for Chief
National Guard Bureau

(2) Where local agencies do not assign an incident safety officer, the representative will be assigned to act as the incident safety officer for the offensive Air Force operations.

Installation will file a report may claim reimbursement for the cost of any additional personnel or hazardous materials incident response costs incurred while fighting a fire or hazardous materials incident as provided in 48 CFR Part 151, Reimbursement for Federal Property.

Both parties agree to implement the National Incident Management System (NIMS) and all installations in accordance with 48 CFR Part 151.

Each party agrees to release against every other party the company, its officers, directors, employees, agents, representatives, and assigns, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or from the performance of the contract, whether or not such release is a condition of the contract. This release does not waive any right of reimbursement.

The release of claims, damages, losses, and expenses, including reasonable attorneys' fees, shall be owned by the party who is the owner of the property at the time of the incident. The release of claims, damages, losses, and expenses, including reasonable attorneys' fees, shall be owned by the party who is the owner of the property at the time of the incident.

For the State of Texas

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