

**AGREEMENT FOR MUTUAL AID FIRE PROTECTION
(Mandatory for Federal Purchasing Authority (FEDSTRIP) Applicants)**

THIS AGREEMENT, made this _____ day of _____, _____ by and between the _____ Fire Department (herein after called Fire Department) and the State of New Hampshire, (NH Division of Forests and Lands) through its duly qualified Director, or his agent, herein after called FORESTRY.

WITNESSETH

WHEREAS:

1. _____ Fire Department maintains and operates a fire protection organization in the area generally known as _____; and
Town, City County
2. FORESTRY maintains and operates a fire protection organization for the purpose of directing and aiding forest fire wardens and other forest fire personnel throughout New Hampshire and in cooperation with the Fire Department; and
3. It is the desire of the parties hereto to render aid each to the other to combat the effect of wildland fire when such aid is necessary as herein set forth; and
4. The parties hereto desire to effect the purpose of this agreement pursuant to the provisions of RSA 227-L:1-26 Woodland Fire Control.

NOW THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. To furnish to the extent available wildland fire personal protection equipment, materials and supplies and to render such fire protection services to each other as may be necessary to suppress fires of a size that had developed, (or appears likely to develop) beyond the control of either of the parties hereto, and therefore requires assistance from the other.
2. Such mutual aid shall be provided within the limits of the State of New Hampshire; provided, however, that neither party shall be required to reduce its own fire protection resources, personnel, services and facilities to the detriment of its normal fire protection capability.

3. No response to a mutual aid request provided for in this agreement will be made by the parties hereto unless such request is received through the established communication channels common to each party and made by a responsible fire official of the party requesting such aid. (See Exhibit #1)
4. That any mutual aid extended under this agreement will be extended with the express understanding that the local fire official in charge (in whose jurisdiction an incident requiring mutual aid is happening) shall remain in charge at such incident including the direction of personnel and equipment provided local fire official through the operation of this mutual aid agreement.
5. This agreement hereby authorizes the Fire Department to have access to the Federal Purchasing System to purchase wildland fire protection equipment and supplies through the USDA Forest Service. This is authorized in section 203 of the Department of Agriculture Organic Act of 1944 (16 U.S.C. 580A); and the current interagency agreements between the Department of Agriculture, Forest Service, the General Services Administration, the US Army and others.
 - A. Under this agreement the Fire Department is authorized to purchase only wildland fire protection equipment and supplies (no vehicles/rolling stock) to be used only by the fire department and assumes all responsibility for ordering and payment in full.
 - B. A copy of all orders must be sent to Chief, Forest Protection Bureau, 172 Pembroke Road, Concord, NH 03301 for audit purposes.
 - C. Failure to meet these requirements shall, at the discretion of FORESTRY, result in immediate cancellation of this authorization.
6. This agreement shall remain in full force and effect for a period of three (3) years from the date herein above written unless sooner terminated by either of the parties hereto giving to the other fifteen (15) days prior written notice of such termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first herein above written.

**APPROVED AND RECOMMENDED
FOR EXECUTION BY THE STATE:**

State of New Hampshire
Division of Forests and Lands
Brad W. Simpkins, Director

Signature: _____

Printed Name: _____

Title: _____

DIVISION OF FORESTS AND LANDS

District _____ Approving Official

Signature _____

Printed Name: _____

Title: _____

LOCAL FIRE DEPARTMENT, CHIEF

Signature: _____

Printed Name: _____

Title: _____

LOCAL FOREST FIRE WARDEN:

Signature: _____

Printed Name: _____

Title: _____

Responsible party mailing address:

Name

Address

Community with zip & 4 digit extender

Community Shipping Address:

Community Billing Address (if different):

Email address: (if available)

Exhibit 1 - Established Communications Channels

- Local Mutual Aid requests for wildland fire incidents shall be made by the local Forest Fire Warden or the duly authorized Deputy Forest Fire Warden through local dispatch center, or directly with, the local Forest Ranger.

- State requests for mutual aid will follow Forestry chain of command and will go through mutual aid dispatch center(s). If (Compact) Northeast Forest Fire Protection Commission or other outside state resources are required, request shall go through State Forester or designee.