
Mutual Aid Agreement

FIRE MUTUAL AID AND ASSISTANCE AGREEMENT

WHEREAS, the safety of the citizens of the Town of Warner is of critical importance.

WHEREAS, the Town of Allenstown and the Town of Warner seek to enter into a Mutual Aid and Assistance Agreement in order to provide for the sharing of equipment.

WHEREAS, pursuant to New Hampshire RSA 154:24 [Outside Service by Local Fire Department], the towns may enter into mutual aid agreements with each other within this state for the sharing of equipment.

THEREFORE, the parties agree as follows:

SECTION I.

DEFINITIONS

- A. "Agreement" shall mean this document, the "Fire Mutual Aid Agreement".
- B. "Aid and Assistance" shall include, but not be limited to equipment, facilities, services, supplies, and other resources.
- C. "Authorized Representative" shall mean an official of a party to this Agreement who has been authorized in writing by that party pursuant to the terms of this Agreement, to request, offer, or provide assistance under the terms of this Agreement.
- D. "Provider" means the Town of Allenstown, a party to this Agreement that has received a request to furnish aid and assistance to the party in need ("Recipient").
- E. "Recipient" means the Town of Warner, a party to this Agreement receiving aid and assistance from the "Provider".
- F. "Parties" means the public corporations of the Town of Allenstown and the Town of Warner that are signatories to this Agreement.

SECTION II.

OBLIGATIONS OF THE PARTIES

- A. Provision of Aid and Assistance – Pursuant to the terms and conditions set forth in this Agreement, the Provider hereto shall provide the Recipient with a 1990 E ONE Protector fire engine (Allenstown Engine 4), VIN # 46JBAA8XL1003400 for temporary use.
- B. Designation of Authorized Representative – Each party to this Agreement shall designate their respective Fire Chiefs as Authorized Representatives to coordinate the temporary transfer and use of this vehicle.
- C. Period of Service; Renewability; Recall – Unless agreed otherwise, the duration of the Provider's assistance shall be for an initial period of twelve months, starting from the time of transfer to the Recipient scheduled for April 18th, 2017. Thereafter, assistance may be extended in increments agreed upon by the Authorized Representatives of Provider and Recipient. Provider's equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least eight (8) hours advance notification to Recipient of Provider's intent to terminate such assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

**SECTION III.
REIMBURSEMENT**

- A. Except as otherwise provided below, it is understood that Recipient shall reimburse Provider for the following documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient.
1. Equipment – Provider **shall not be** reimbursed by Recipient for the use of its equipment during the period of assistance.
 2. Maintenance of Equipment – Recipient shall be responsible for the cost of routine preventative maintenance. Recipient shall be responsible for the cost of repairs of the vehicle due to equipment failure that is solely as a direct result of use by the recipient. Recipient is not responsible for replacement of parts or equipment failure due to the age of the equipment.
 3. Damage of Equipment-Recipient is responsible for the cost of damage to the equipment while in the custody of the recipient in accordance with the provisions of RSA 154:26.

**SECTION IV.
RECIPIENT'S EMPLOYEES**

Workers' Compensation - Provider shall not be responsible for reimbursing any amounts paid or due as benefits to Recipient's employees due to personal injury or death occurring during the periods of time such employees are operating the equipment under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees.

**SECTION V.
NONDISCRIMINATION**

In accordance with RSA 354-A and 354-B Civil Rights Act and all other applicable local, State, and Federal constitutional, statutory, and administrative nondiscrimination provisions, the parties to this Agreement shall not discriminate against any employee or the region for employment on account of race, creed, color, sex, sexual preference, national origin, disability, Vietnam Era Veteran status, or marital status.

**SECTION VI.
HOLD HARMLESS**

To the extent permitted by law, each party (as Indemnitor) agrees to protect, defend, indemnify, and hold the other party (as Indemnitee), and its offices, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of Indemnitor's negligence, acts, errors and/or omissions. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

**SECTION VII.
AMENDMENTS**

This Agreement may be modified at any time upon the mutual written consent of the parties.

**SECTION VIII.
DURATION OF AGREEMENT**

- A. Term – This Agreement shall remain in effect until the Agreement is amended or terminated as set forth in this section.
- B. Termination – Any party may terminate this Agreement upon thirty (30) days written notice. A termination shall not affect the obligation of any party to reimburse the other for the costs and expenses of rendering aid and assistance incurred prior to the effective date of termination.

**SECTION IX.
HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

**SECTION X.
SEVERABILITY**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. In the event that parties to this Agreement have entered into other aid and assistance agreements, those parties agree that, to the extent a request for aid and assistance is made pursuant to this Agreement, those other aid and assistance agreements are superceded by this Agreement.

**SECTION XI.
EFFECTIVE DATE**

This Agreement shall take effect upon its execution by the participating parties.

**SECTION XII.
INSURANCE COVERAGE**

The Recipient agrees to provide general liability, automobile liability, uninsured motorist and fire engine replacement coverage for the vehicle being loaned to it by the Provider during the time the vehicle is in in the custody of the Recipient.

The parties agree to enter into this agreement in accordance with the provisions of RSA 154:24 and 27.

TOWN OF ALLENSTOWN

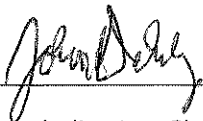
Jason Tardiff, Chairman

Date

David Eaton, Selectmen

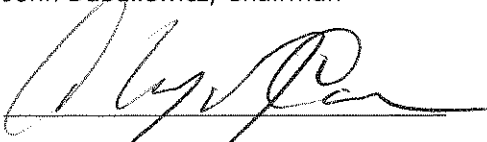
Ryan Carter, Selectmen

TOWN OF WARNER

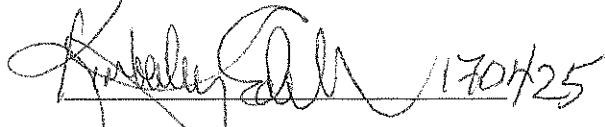


John Dabuliewicz, Chairman

4/28/17
Date



Clyde Carson, Selectmen



Kimberly Edlmann, Selectmen