



NEWBERRY SPRINGS FIRE DEPARTMENT MUTUAL AID AGREEMENT For Fire Protection & Emergency Services

This agreement, entered into this day of _____ 2024, between the Newberry Springs Fire Department and Yermo/Calico Fire Department is to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire, and firefighting to include emergency services, including basic medical support, hazardous material containment and confinement, and special rescue events involving vehicular, water mishaps, and confined space extractions.

It Is agreed that:

- A. On request to a representative of the Newberry Springs Fire Department by a representative of the Yermo/Calico Fire Department, firefighting equipment and personnel of the Newberry Springs Fire Department will be dispatched when available to any point within the area for which the Yermo/Calico Fire Department normally provides fire protection as designated by the representative of the Yermo/Calico Fire Department.
- B. On request to a representative of the Yermo/Calico Fire Department by a representative of the Newberry Springs Fire Department, firefighting equipment and personnel of the Yermo/Calico Fire Department will be dispatched when available to any point within the firefighting jurisdiction of the Newberry Springs Fire Department.
- C. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance, should immediately inform the requesting department, if for any reason, assistance cannot be rendered.

- D. In accordance with this mutual aid agreement, the responding agency agrees not to bill for any calls for service rendered within the jurisdiction of the requesting department without prior written or verbal consent.
1. The responding agency may bill directly for services rendered for traffic accidents occurring on the freeway without prior consent from the requesting department.
- E. Any dispatch of equipment and personnel, pursuant to this agreement, is subject to the following conditions:
1. Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount, type of equipment, and number of personnel to be furnished, be determined by a representative of the responding organization.
 2. The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of the official.
 3. A responding organization will 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 a fire protection.
- F. Under this mutual aid agreement, all emergency operations will be conducted in accordance with the Incident Command System (ICS). The highest-ranking firefighter from the requesting department will assume and maintain command of the incident unless they choose to transfer command to the responding mutual aid department. Such a transfer must be clearly communicated to ensure a seamless chain of command and effective incident management.
- G. Each party here by waves all claims against every other party for compensation for any loss, damage, injury, or death occurring as a consequence of the performance of this agreement except those claims authorize under 15 U.S.C.2210.
- H. The Chief, fire officers, and personnel of the Fire Department of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours, consistent with local security requirements, and as feasible, to jointly conduct pre-fire planning inspections, and drills.

- I. The technical heads of the Fire Department of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

- J. All equipment used by the Yermo/Calico Fire Department in carrying out this agreement will be owned by the Yermo/Calico Fire Department; and all personnel acting for Yermo/Calico Fire Department under this agreement will be an employee of the Yermo/Calico Fire Department.

- K. Under this mutual aid agreement, the responding agency must ensure all personnel dispatched for medical assistance or any other patient care holds a valid EMT license, meeting required standards and regulations. The agency is responsible for verifying and maintaining personnel licensure to ensure safe and effective care.

- L. A conflict resolution procedure shall be enforced between the Newberry Springs Fire Department and the Yermo/Calico Fire Department. This procedure will be implemented by either agency by the agency chief or representative as needed to ensure a positive working relationship.
 - 1. The agency chief or the representative shall contact the other agency, chief or representative to initiate a meeting between both agencies to discuss the conflict.

 - 2. If the agencies are not satisfied with the decision of the conflict resolution meeting; either agency may exercise the termination procedure of this agreement.

This agreement shall become effective upon the date hereof and remain in full force and effect until canceled by mutual agreement of the parties hereto, or by written notice by one party to the other party, giving thirty (30) day's notice of said cancellation.

**For the Newberry Springs Fire
Department**

Newberry Community Services
District
District Representative

DATE

FIRE CHIEF
Newberry Springs Fire Department

DATE

**For the Yermo/Calico Fire
Department**

Yermo/Calico Community Services
Representative

DATE

FIRE CHIEF
Yermo/Calico Fire Department

DATE