

**EXECUTIVE ORDER NO. M-12**

**(Regarding Definition of Terms of Interlocal Agreement Between Jones County  
Fire Council and City of Laurel Fire Department)**

**WHEREAS**, by Council Resolution of June 22, 2010, the Administration for the City of Laurel was authorized on behalf of the Laurel Fire Department to enter into an agreement with the Jones County Fire Council for mutual assistance in the event of an emergency; and

**WHEREAS**, Article II – Services, sub-section A of said agreement states "...others will loan or provide such equipment and/or personnel as the respective officials of the lending or providing jurisdiction, in their discretion, shall determined (sic) can reasonably be spared at the time without placing their own jurisdiction in jeopardy"; and

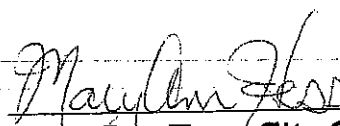
**WHEREAS**, for the purpose of consistency in the policy of the City of Laurel, it is necessary to define the phrase "reasonably...spared...without placing their own jurisdiction in jeopardy"

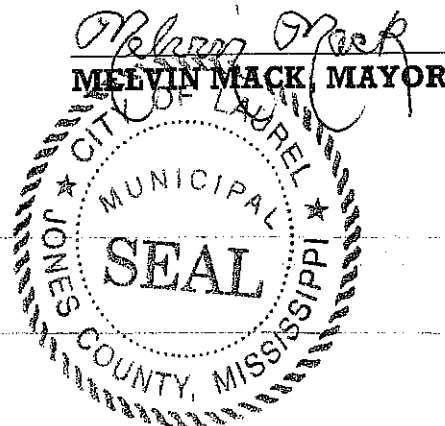
**NOW THEREFORE** by the power vested in me as the Mayor of the City of Laurel by the laws of the State of Mississippi, I, Melvin Mack, Mayor of the City of Laurel, do hereby declare the following as constituting what can be spared without placing the citizens of Laurel in jeopardy:

1. Only one apparatus (one fire truck and three firemen) can be dispatched per incident
2. No more than twenty-four percent of calls per fire station can be for incidents outside the jurisdiction
3. No units will be available for house fires.

**SO ORDERED** this the 7<sup>th</sup> day of July, A.D. 2010.

**ATTEST:**

  
Mary Ann Hess, City Clerk



This Agreement, entered into this 15<sup>th</sup> day of July, by the participating parties hereto; Jones County Fire Council, Inc. and the City of Laurel Fire Department.

Whereas, each of the parties hereto desire to furnish mutual aid to each other in the event of an emergency, with which neither party might have sufficient equipment and/or personnel to cope; and,

Whereas, such mutual aid agreements are authorized by Title 33, Chapter 15; Title 21, Chapter 10; Title 21; Title 21 Chapter 25 of the Mississippi Code of 1972, Annotated.

Now therefore, the parties do mutually agree as follows:

#### ARTICLE I - TERM

This agreement shall commence at 12:00 AM on July 15, 2010 and continue in force until terminated by either party as provided herein. (Mississippi Code 1972, Annotated, Sections 33-15-19, 21-19-23, and 21-21-35)

#### ARTICLE II - SERVICES

- A. In the event of an emergency which requires additional aid of equipment and/or personnel beyond that which each party is able to provide for itself, all parties hereto agree that at the request of any party hereto, the others will loan or provide such equipment and/or personnel as the respective officials of the lending or providing jurisdiction, in their discretion, shall determined can reasonably be spared at the time without placing their own jurisdiction in jeopardy.
- B. Since time is of the essence during emergencies as herein referred to, the authority to dispatch equipment and/or personnel on call for mutual aid in accordance with the terms and conditions of the agreement shall be delegated specifically to the Incident Commander or his/her designee of the parties hereto. The authority to cancel mutual aid already dispatched to the emergency scene shall also be with the Incident Commander or his/her designee of the requesting party.
- C. The lending or providing party shall be responsible for the delivery of said equipment and/or personnel to the location specified by the requesting party.

- D. Upon arrival at the aid location, the officer in charge of the said equipment and/or personnel shall report to the Incident Commander or his/her designee at the location of the emergency, who shall assume full charge of all equipment and/or personnel loaned or provided at the emergency location.
- E. All equipment and/or personnel loaned or provided hereunder shall be returned upon demand of the lending or providing party or when released by the requesting party upon cessation of the emergency, whichever occurs first in time.
- (Mississippi Code 1972, Annotated, Section 33-15-19)

#### ARTICLE III – PAYMENT

No payment shall be assessed for services rendered by any party hereto. (Mississippi Code 1972, Annotated, Title 33, Chapter 15)

#### ARTICLE IV – RECORD KEEPING

The lending or providing party shall keep records of equipment and/or personnel loaned or provided. The purpose of records is to maintain control of loaned or provided equipment and/or personnel.

#### ARTICLE V – WAIVER OF CLAIMS

Each party hereto hereby waives all claims against the other for compensation for any property loss, damage, personal injury or death occurring in consequence of performance of either party, their agents, employees or volunteers hereunder. (Mississippi Code 1972, Annotated, Section 33-15-21)

#### ARTICLE VI – TERMINATION

This agreement may be terminated by either party upon at least thirty (30) days prior written notice to the other. (Mississippi Code 1972, Annotated, Section 33-15-19)

#### ARTICLE VII – INTEGRATION

This agreement contains the entire understanding between parties, and there are no understandings or representations not set forth or incorporated by reference herein. No subsequent modifications of the agreement shall be of any force or effect unless in writing, signed by the parties.

ARTICLE VIII – COMPLIANCE WITH LAWS

In the performance of this agreement, each party shall comply with all applicable Federal, State and Local laws, rules and regulations. (Title 33, Military Affairs, Chapter 15, Mississippi Code 1972, Annotated)

ARTICLE IX – NAMES AND SIGNATURES OF PARTICIPATING PARTIES FROM JONES COUNTY AND THE CITY OF LAUREL

CITY OF LAUREL FIRE DEPARTMENT  
Chief

Jimmy E. Bunch

JONES COUNTY FIRE COUNCIL, INC.  
President

Paul H. Pitts Jr.

ARTICLE X – WITNESS OF SIGNATURES

I, Dan McKenna, on behalf of all parties hereto have witnessed all of the above signatures.

Dan McKenna

Dan McKenna, Jones County Fire Coordinator

Acknowledgement  
Proving the Witness

State of Mississippi  
County of Jones

Before me, the undersigned authority, personally came and appeared Dan McKenna, Jones County Fire Coordinator, who being by me first duly sworn, deposed, and said that he is a subscribing witness to the signatures of all parties to the above and foregoing instrument; that he saw each of the said parties, execute the said instrument and they did in fact sign same.

Witness my hand and seal the

6<sup>th</sup>

day of

July, 2010

