

Mayor
Tommy Fortenberry

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Gordon J. Sollott
Ward 4 Scott D. Macfarland
Ward 5 Adam D. Colledge

City of Gautier
Gautier, Mississippi



City Manager
Samantha D. Abell

Interim City Clerk
Teresa L. Montgomery

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November 30, 2012

TO: Samantha Abell
City Manager

FROM: Ray Frair
Fire Chief

SUBJECT: Up-dating of County Mutual Aid Agreement

Mrs. Abell,

Request the attached Jackson County Agreement for Mutual Aid in Fire Protection be presented to City Council for approval on the next available council agenda. The current existing agreement is many years old and was determined by the County Fire Coordinator to be in need of up-dating.

This agreement allows all signature fire departments to provide emergency assistance to each other without delay of requesting permission as the events happen. This agreement has not changed in content. The agreement allows a recall of our personnel from the requesting agency in the event our resources are needed in our area of response.

The Gautier Fire Department recommends City Council approve this agreement. After approval, County Fire Coordinator Earl Etheridge will present the original signature page to the City of Gautier to obtain the appropriate signature.

If you have any questions, please feel free to contact me at 228-497-1656.

Respectfully submitted,

RAY FRAIR

STATE OF MISSISSIPPI

COUNTY OF JACKSON

AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION

THIS AGREEMENT, entered into this the ____ day of _____. 2012 between the Jackson County Board of Supervisors, the cities of Pascagoula, Moss Point, Gautier, Ocean Springs and the Gulf Park Estates/St. Andrews Fire District, Escatawpa Volunteer Fire Department, Jackson County Fire Protection, Forts Lake/Franklin Creek Volunteer Fire Department, Northeast Fire Department of Jackson County, Central Jackson County Fire Department and Fort Bayou Volunteer Fire Department, is for the purpose of securing to each the benefits of mutual aid in fire prevention, in the protection of life and property from fire, and in firefighting.

IT IS AGREED THAT:

(1) Upon request to a representative of any Signature Fire Department by a representative of another Signature Fire Department, firefighting equipment and personnel will be dispatched to any point within the area for which the requesting Fire Department normally provides fire protection.

(2) Any dispatch of equipment and personnel pursuant to this agreement, is subject to the following conditions:

(a) Any request for aid hereunder shall include a statement of the amount and type of equipment and number of 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 number of personnel to be furnished shall be determined by a representative of the responding organization.

(b) 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.

(c) 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.

(3) 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.

(4) No party shall be reimbursed by any other party for any cost incurred pursuant to this agreement.

(5) All equipment used by either fire department in carrying out this agreement will, at the time of action hereunder, be owned by it; and all personnel acting for either fire department under this agreement will, at the time of such action, be a member of that fire department.

(6) As regards command and liability for acts or omissions of a responding unit(s) and personnel:

(a) The responding organization shall have full command and shall be liable for any of their acts or omissions until such time as said responding organization reports to the requesting organization as provided for in 2(b) above; at this time, all command and liability for acts or omissions shall be with the requesting organization until released as provided in 2(c) above.

(b) After released as provided for in 2(c), command and liability for all acts or omissions shall return to and be with the responding organization.

WITNESS our signatures, this the ____ day of _____, 2012.

Jackson County Board of Supervisors

Gulf Park Estates/St. Andrews Fire District

By: _____
John McKay, President

By: _____
Patty Hammons, President

Jackson County Fire Protection

Escatawpa Volunteer Fire Department

By: _____
Earl Etheridge, Director

By: _____
William H. Clark, President

Central Jackson County Fire Department

City of Pascagoula

By: _____
Edward Flagg, President

By: _____
Robbie Maxwell, Mayor

Fort Bayou Volunteer Fire Department

City of Moss Point

By: _____
Michael Brune, President

By: _____
Aneice R. Liddell, Mayor

Forts Lake/Franklin Creek Volunteer Fire Department

City of Ocean Springs

By: _____
Donald Ray Clark, President

By: _____
Connie Moran, Mayor

Northeast Fire Department of Jackson County

City of Gautier

By: _____
Kelly Platt, President

By: _____
Tommy Fortenberry, Mayor