

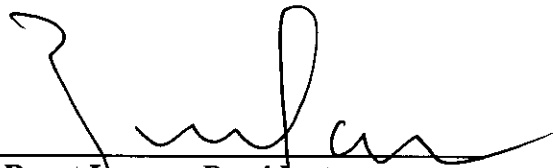
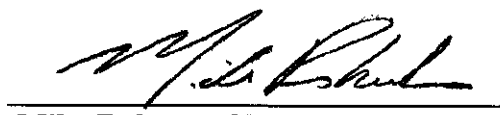
ORDER: AUTHORIZE BOARD PRESIDENT BRENT LARSON TO ACCEPT AND EXECUTE MUTUAL AID AGREEMENT WITH LAFAYETTE COUNTY FIRE DEPARTMENT AND OXFORD FIRE DEPARTMENT

Motion was made by Greg Bynum, duly seconded by Scott Allen, to authorize Board President Brent Larson to accept and execute Mutual Aid Agreement with Lafayette County Fire Department and Oxford Fire Department.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor John Morgan, voted yes
Supervisor Tim Gordon, voted yes
Supervisor Scott Allen, voted yes
Supervisor Greg Bynum, voted yes

After the vote, President Larson, declared the motion carried, this the 18th day of November, 2024.


**Brent Larson, President
Board of Supervisors**
Mike Roberts, Chancery Clerk

Lafayette County, Mississippi and City of Oxford, Mississippi

Mutual Aid Agreement

THIS AGREEMENT is entered into on this the ____ day of November, 2024, between the City of Oxford, Mississippi and Lafayette County, Mississippi (hereinafter "the parties" or "the participating parties").

WHEREAS, each of the parties hereto maintains equipment and personnel for the response and mitigation of emergency incidents within its own jurisdiction and areas, and

WHEREAS, the participating parties desire to augment the fire protection, emergency medical services, and rescue services in their respective jurisdictions or areas in the event of large fire or conflagrations, major medical and rescue events, and

WHEREAS, it is the policy of Lafayette County and of the City of Oxford, through their governing bodies, to enter into such agreements wherever practicable, and

WHEREAS, it is mutually deemed sound, desirable, practical, and beneficial for the parties to this agreement to render assistance to one another in accordance with these terms;

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1: Term: This agreement shall become effective upon the date of approval of the agreement by both parties and shall remain in full force and effect until canceled by (1) mutual agreement of the parties; or (2) by written notice from one party or both parties of said cancellation.

SECTION 2: Organization:

- A. Whenever it is deemed advisable by the senior officer of a fire department actually present at any emergency, to request assistance or aid under the terms of this agreement, he is authorized to do so, and the senior officer on duty of the fire department receiving the request shall forthwith take the following action:
 - 1. Immediately determine if the requested apparatus and personnel can be spared in response to the call;
 - 2. Determine the exact mission to be assigned in accordance with this agreement from information to be provided by the technical heads of the fire department involved; and
 - 3. If the Fire Department receiving the request shall determine, in consideration of the factors provided above and any other relevant factors, but ultimately and at all times within the sole discretion of the receiving party's senior officer to make the decision as to whether and in what strength to respond to the request, he may forthwith dispatch the apparatus and personnel that can be spared, with complete instructions as to the mission, in accordance with the terms of this agreement.
- B. The rendering of assistance under the terms of this agreement shall not be mandatory, but shall instead be discretionary with the party receiving the call for assistance. In either case, the party receiving the request for assistance should

immediately inform the requesting service if, for any reason, assistance cannot be rendered.

- C. The technical head of the fire department of the requesting service shall assume full charge of the operations, but if he specifically requests a senior fire officer of a fire department furnishing assistance to assume command, he shall not, by relinquishing command, be relieved of this responsibility for the operation; however, the apparatus, personnel, and equipment of the agency rendering assistance shall be under the immediate supervision of and shall be the immediate responsibility of the senior officer of the fire department rendering assistance.
- D. The chief fire officers and personnel of the participating parties are invited and encouraged, on a reciprocal basis, to frequently visit each other's areas of responsibility for guided tours as feasible, and to jointly conduct pre-fire planning inspections, training sessions, drills, and exercises

SECTION 3: Finance: No charge shall be assessed from one department to another for mutual aid assistance.

SECTION 4: Waiver of Claims: To the extent permitted by applicable law, the participating parties waive all claims against each other for compensation of any loss, damage, personal injury or death occurring in consequence of performance of either party, their agents or employees hereunder.

SECTION 5: Integration: This Agreement contains the entire understanding between the parties, and there are no understandings or representations not set forth or incorporated by reference herein. No subsequent modifications of this Agreement shall be any force of effect unless in writing signed by the parties.

SECTION 6: Compliance with Laws: In the performance of this Agreement, each party shall comply with all applicable Federal, State, and Local laws, rules and regulations.

SECTION 7: Severability: Should any of this Agreement be declared invalid for any reason, such declaration shall not affect the validity of other provisions, it being the intent that the provisions shall be severable and remain valid.

Robyn Tannehill
Mayor, City of Oxford, Mississippi


Brent Larson
President, Lafayette County, Mississippi Board of Supervisors