



Kelly Elliott
Executive Director

MISSISSIPPI STATE FIRE ACADEMY

DIVISION OF MISSISSIPPI DEPARTMENT OF INSURANCE DEPARTMENT



Mike Chaney
Insurance Commissioner

1 Fire Academy U.S.A. | Jackson, Mississippi | 39208-9600 | 601-932-2444

Memorandum of Understanding (Rev. 9/2025)

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name: Vicksburg Fire Department
Address: P O Box 150
City, State Zip: Vicksburg, MS 39181
Phone: 601-636-6371
Fax:
Federal ID Number: _____
Contact Person/Title: Julian Tolliver, Training Officer
Email Address: jtolliver@vicksburg.org

RECEIVED

MAR 19 2026

BY: ADTSM, PC

1. **DATE(S) OF SERVICE:** March 23-27, 2026

2. **LOCATION FOR SERVICE TO BE PERFORMED:** Vicksburg Fire Department

3. **DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER** Mississippi State Fire Academy (MSFA) shall provide the course Fire and Emergency Services Instructor Level I, NFPA 1041-I. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. No books are included. MSFA will administer all written and skill examinations.

Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc. shall be between the MSFA coordinator and the local course manager. Certificate will be issued upon successful completion of course.

All documents and curriculum provided to you from the MSFA is the property of MSFA and cannot be duplicated for use outside of this delivery. No books are included, and customer is wholly responsible for purchasing any required books through the textbook publisher.

4. **NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:**

Minimum Number: 10 Maximum Number: 20

5. **SERVICE FEE:** \$2,000.00 Total Cost: \$2,000.00 Number of Enrolled Students: 16

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

If on Academy campus Monday through Thursday, are meals to be provided: Yes No If Yes, indicate which meals are provided: _____ Breakfast served 6:30 a.m. to 7:15 a.m. _____ Lunch served 11:30 a.m. to 12:45 p.m.

If on Academy campus Monday through Thursday, are dorm beds requested: Yes _____ # of Beds No

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

6. **MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:**

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

7. INSURANCE:

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:

Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Authorized Personnel: Kelly Elliott, Executive Director
Authorized Personnel: Paul Ammerman, Admin. Svcs.
Barry Burnside, Instructional Svcs.

Customer: Vicksburg Fire Department
Authorized Personnel: Willis Thompson
Title: Mayor
Authorized Personnel:

March 25, 2026

Signature/Date

Signature/Date

Signature/Date

Optional Signature/Date:

Academy Contact Regarding this Agreement:
Luke Smith

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Telephone: 601-420-1750
Email: jsmith@msfa.ms.gov

Customer Invoicing/Billing Address:

Contact Name: _____
Contact Phone Number: _____

Please email to Lynn Tyler at: lyler@msfa.ms.gov
Mississippi State Fire Academy
#1 Fire Academy USA, Jackson MS 39208-9600
601-932-2444