



**Reggie Bell**  
Executive Director

# STATE FIRE ACADEMY

Division of Mississippi Department of Insurance

1 Fire Academy U.S.A.

Jackson, Mississippi 39208-9600

Phone: (601) 932-2444



**Mike Chaney**  
Insurance Commissioner

## Memorandum of Understanding (Rev. 7/2010)

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 39180

**Phone:** 601-634-4510

**Fax:** 601-630-8044

**Federal ID Number:** \_\_\_\_\_

**Contact Person/Title:** Derrick Stamps

**Email Address:** dstamps@vicksburg.org

**1. DATE(S) OF SERVICE:** March 22<sup>nd</sup>, 2017 (Class starts at 8:00 am) (Twenty-Three (23) students)

**2. LOCATION FOR SERVICE TO BE PERFORMED:** MSFA

**3. DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER** Mississippi State Fire Academy (MSFA) shall provide the course AIRCRAFT REFRESHER FIRE FIGHTING TRAINING/On campus delivery. Course hours are six (6) (Six (6) hours outside application). THE CUSTOMER SHALL ENSURE THAT ALL PARTICIPANTS HAVE BEEN TRAINED TO THE LEVEL OF NFPA 1001 – LEVEL I or CERTIFIED VOLUNTEER FIREFIGHTER LEVEL 1 prior to course. Certificate will be issued upon successful completion of course

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

Minimum Number: 20 Maximum Number: 26

**5. SERVICE FEE:** Total Cost: \$7,245.00 And/or Cost Per Student: \$315.00 per student  
\$315.00 x 23 students = \$7,245.00

### **NO BOOKS NEEDED FOR THIS COURSE**

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

**Please note :** If there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

If on Academy campus Monday through Thursday, are meals to be provided: ☒ Yes ☐ No ☐ N/A 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 ☒ N/A

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.

MISSISSIPPI FIRE ACADEMY

Fax: (601) 932-2819

E-Mail: fireacademy@msfa.state.ms.us

www.msfa.ms.gov

**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:**

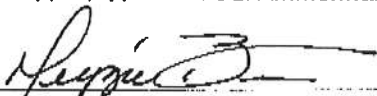
Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall 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: Reggie Bell, Executive Director  
Authorized Personnel: Paul Ammerman, Office Director

 2-10-17  
Signature/Date

Signature/Date

Academy Contact Regarding this Agreement:  
Luke Smith/Staff Instructor

Telephone: 601-932-2444 Ext 361

Email: lsmith@msfa.state.ms.us

Customer: Vicksburg Fire Department

Authorized Personnel: Charles Atkins

Title: Fire Chief

Authorized Personnel: charlesa@vicksburg.org

Feb 12, 2017  
Signature/Date

  
Optional Signature/Date:

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

Customer Invoicing/Billing Address:

Contact Name:

Contact Phone Number:

Please fax to 601-932-2819 and mail the original signature document to the Fire Academy at the following address:

Mississippi State Fire Academy

#1 Fire Academy USA Jackson MS 39208-9600