

STATE OF MISSISSIPPI



JIM HOOD  
ATTORNEY GENERAL

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InterLocal Agreement  
01/14/2011 12:50:01 PM  
Winston County, MS  
Pam Reel, Chancery Clerk

OPINIONS  
DIVISION

January 11, 2011

The Honorable Pam Reel  
Chancery Clerk, Winston County  
Post Office Drawer 69  
Louisville, Mississippi 39339

Re: Interlocal Agreement Between the City of Louisville and  
Winston County for Fire Protection

Dear Ms. Reel:

Attorney General Jim Hood received your request to review and approve the above-referenced interlocal agreement (the Agreement).

We have examined the Agreement pursuant to the Interlocal Cooperation Act of 1974 and find it to be in proper form and compatible with state law, and it is hereby approved.

As noted in the Agreement, prior to its being in force, the Agreement must be filed with your office and with the Secretary of State. Please note that, pursuant to Mississippi Code Annotated Section 17-13-11(3) (Supp. 2010), interlocal agreements are no longer required to be filed with the Mississippi State Department of Audit.

Sincerely,

JIM HOOD, ATTORNEY GENERAL

By:

A handwritten signature in dark ink, appearing to read "Phil Carter".

Phil Carter  
Special Assistant Attorney General

**INTER-LOCAL COOPERATION AGREEMENT  
BY AND BETWEEN  
WINSTON COUNTY, MISSISSIPPI, AND THE CITY OF LOUISVILLE, MISSISSIPPI  
FOR FIRE PROTECTION SERVICES**

WHEREAS, the Mayor and Board of Alderman of the City of Louisville, Mississippi, acting on behalf of the citizens of the City of Louisville, Mississippi, at its regularly scheduled meeting on the 5th day of October, 2010, unanimously adopted a resolution authorizing the adoption and delivery of an Inter-Local Cooperation Agreement between the City of Louisville, Mississippi, and Winston County, Mississippi; and

WHEREAS, the Board of Supervisors of Winston County, Mississippi, acting on behalf of the citizens of Winston County, Mississippi, at its regularly scheduled meeting on the 4th day of October, 2010, unanimously adopted a resolution authorizing the adoption and delivery of an Inter-Local Cooperation Agreement between the City of Louisville, Mississippi, and Winston County, Mississippi; and

WHEREAS, the City of Louisville, Mississippi, will respond to all calls for service in the unincorporated areas of Winston County, Mississippi, that are within five (5) miles of the geographical center of the City of Louisville, Mississippi, located at the intersection of Main Street and Columbus Avenue, Louisville, Mississippi, and the City of Louisville will assist the Winston County Fire and Emergency Services as called upon in the delivery of services to the extended rural areas of Winston County, Mississippi, in support of all operations provided by the contracted agencies within Winston County, Mississippi, which will include the Volunteer Fire Departments and Emergency Medical Services contracted by Winston County, Mississippi; and

WHEREAS, the City of Louisville, Mississippi, will provide services to the citizens of

Winston County, Mississippi, Winston County Fire and Emergency Management; and other agencies contracted by the Winston County, Mississippi, Board of Supervisors, Sheriff's Department or other authorized agency as requested and within the resources available to the City of Louisville Fire Department as the representing agency of the City of Louisville, Mississippi, for responses to fire, or other emergency incidents; and

WHEREAS, in order to set forth of the respective rights and obligations of the City of Louisville, Mississippi, and Winston County, Mississippi, in connection with the agreed services and the financial compensation of the City of Louisville, Mississippi, and both parties should enter into an Inter-Local Cooperation Agreement, in the form set forth herein; and

WHEREAS, said Inter-Local Cooperation Agreement is being authorized and subsequently executed in accordance with the specific statutory provisions known as §19-5-97 and §21-25-3, Mississippi Code of 1972, Annotated; as amended;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Louisville, Mississippi, and the Board of Supervisors of Winston County, Mississippi, as follows:

**Section 1:** The Mayor and Board of Aldermen of the City of Louisville, Mississippi, hereby authorize the Mayor and City Clerk to execute and deliver this Agreement in the form substantially set forth herein, with such changes, insertions, modifications and amendments as may be approved by the persons executing this Agreement on behalf of the City of Louisville, Mississippi.

**Section 2:** The Board of Supervisors of Winston County, Mississippi, hereby authorizes the President of the Board of Supervisors and the Clerk of the Board of Supervisors to execute and deliver this Agreement in the form substantially set forth herein, with such changes, insertions, modifications and amendments as may be approved by the persons executing this Agreement on



behalf of Winston County, Mississippi.

**Section 3:** The City of Louisville, Mississippi, will respond to all calls for service in the unincorporated areas of Winston County, Mississippi, that are within five (5) miles of the geographical center of the City of Louisville, Mississippi, located at the intersection of Main Street and Columbus Avenue, Louisville, Mississippi. The City of Louisville will assist the Winston County Fire and Emergency Services as called upon to assist in the delivery of services to the extended rural areas of Winston County, Mississippi, in support of all operations provided by the contracted agencies within Winston County, Mississippi, which will include the Volunteer Fire Departments and Emergency Medical Services contracted by Winston County, Mississippi.

**Section 4:** The Fire Chief of the City of Louisville Fire Department, an agency of the City of Louisville, Mississippi, will assist as needed and cooperate with the Winston County Fire and Emergency Management Coordinator for Winston County, Mississippi, in the development and implementation of plans for service to the citizens of the City of Louisville, Mississippi, and Winston County, Mississippi.

**Section 5:** The Winston County, Mississippi, Board of Supervisors recognizes the responsibility of the City of Louisville, Mississippi, Mayor and Board of Aldermen will be the responsibility to the citizens of the City of Louisville, Mississippi, by providing the most effective and efficient services to the citizens that reside within the jurisdictional responsibility of the City of Louisville, Mississippi. This responsibility to the City of Louisville, Mississippi, citizens includes the responses to emergencies, natural and man-made, that occur and to respond with the necessary resources to mitigate these incidents to provide the most effective and efficient services possible to the citizens.

**Section 6:** Winston County, Mississippi, and the Board of Supervisors may assist, by providing Round 9 of the Fire Rebate or grant money from the State of Mississippi, for a fire apparatus (also known as an engine) that will meet the National Fire Protection Association 1901 Standard for Automotive Apparatus to respond to all calls that occur within the agreed response area of the City of Louisville Fire Department that includes the unincorporated areas of the City of Louisville Fire Department district and as requested to provide support to all operations provided by the contracted agencies within Winston County, Mississippi, which will include the Volunteer Fire Department and Emergency Medical Services contracted by Winston County, Mississippi. This apparatus will be designed to meet the needs of the City of Louisville, Mississippi, and Winston County, Mississippi. This apparatus will be a crew cab apparatus with a minimum of a recognized and approved pump by the Mississippi Rating Bureau, with a water carrying capacity of a minimum of one thousand (1000) gallons of water.

**Section 7:** Winston County, Mississippi, may station a fire apparatus (also known as a Tender) that will meet the National Fire Protection Association 1901 Standard for Automotive Apparatus to respond to all calls within Winston County, Mississippi, and upon request outside of Winston County, Mississippi, as requested by the Winston County Fire and Emergency Management Coordinator. The City of Louisville Fire Department will provide controlled climate apparatus bay, general preventive maintenance daily, weekly and monthly as recommended by the manufacturer. The City of Louisville, Mississippi, will, when requested for service, provide a National Fire Protection Association 1002 Standard for Fire Apparatus Driver Operator, also known in the fire service as a qualified Engineer, to respond as requested by the Winston County Fire and Emergency Management Coordinator. The Winston County Fire and Emergency Management Coordinator will

provide an approved list of Emergency Management Personnel that will be qualified NFPA 1002 Driver Operators for Winston County, Mississippi, and will provide semi-annual maintenance services and support all needed repairs outside the general scope of a qualified Engineer. These maintenance requirements will be coordinated through the Winston County Fire and Emergency Management Coordinator. This apparatus will be a Water Tender apparatus that has a capacity of a minimum of two thousand five hundred (2500) gallon tank for carrying water. The City of Louisville, Mississippi, will maintain run reports for all use of this Water Tender apparatus for inspection upon request of Winston County, Mississippi. Winston County shall have priority for the use of the Water Tender apparatus for all calls outside of the five (5) mile radius referred to in Section 3 above.

**Section 8:** The City of Louisville Fire Department, an agency of the City of Louisville, Mississippi, will respond as needed and cooperate with the Winston County Fire and Emergency Management Coordinator for Winston County, Mississippi, with responses to rescue incidents caused by natural or man-made incidents for the areas indicated by the Winston County Fire and Emergency Management Coordinator. The City of Louisville Fire Department will respond to all calls for service in the unincorporated areas of Winston County, Mississippi, that are within five (5) miles of the geographical center of the City of Louisville, Mississippi, located at the intersection of Main Street and Columbus Avenue, Louisville, Mississippi. The City of Louisville will assist the Winston County Fire and Emergency Management as called upon to assist in the delivery of rescue services to the extended rural area of Winston County, Mississippi, in support of all operations provided by the contracted agencies within Winston County, Mississippi, which will include the Volunteer Fire Departments and Emergency Medical Services contracted by Winston County,



Mississippi. These areas for response are the fire districts known as Shiloh, High Point, Betheden, East Winston, and Nanih Waiya fire districts and the agreed five (5) mile area responsible by the City of Louisville Fire Department.

**Section 9:** Winston County Fire and Emergency Management and Winston County, Mississippi, will be responsible for coordinating responses to the Fire Districts known as Lobutch, Mars Hill and Noxapater fire districts. The City of Louisville Fire Department will respond as requested to these areas as needed in support of the Winston County Fire and Emergency Management.

**Section 10:** During a response to an incident as a mutual aid or initial response to an incident outside the jurisdictional authority of the City of Louisville Fire Department, the response will follow the guidelines set forth by the National Incident Management System and Presidential Order 05-2001 requiring the use of the Incident Management System and a Unified Command System approach for the safe and efficient operation of all responding parties to an incident. The City of Louisville will operate within the Policies, Procedures and Guidelines for the City of Louisville Fire Department and will conduct all operations within moral and ethical standards set by the fire service and the City of Louisville Fire Department. The City of Louisville Fire Department and the chain of command within will hold responsibility for the conduct of its personnel.

**Section 11:** The City of Louisville Fire Department, an agency of the City of Louisville, Mississippi, will maintain a Grade E air compressor for filling the Self Contained Breathing Apparatus, which is owned by the City of Louisville and operated by qualified personnel. This service will continue to support the Fire and Emergency Service agencies of Winston County, Mississippi, and continue to work with the Winston County Fire and Emergency Management

Coordinator to improve support to the emergency agencies of Winston County, Mississippi.

**Section 12:** Winston County, Mississippi, will compensate the City of Louisville Fire Department for the services provided by the department to the citizens of Winston County, Mississippi, and the care, maintenance and twenty-four (24) hour a day availability of all resources by qualified, trained and professional personnel from both the career and volunteer staff of the City of Louisville Fire Department.

The annual sum of Twelve Thousand Dollars (\$12,000.00), shall be provided by Winston County, Mississippi, and will be placed as a line item in the City of Louisville Fire Department budget as Item 001-161-770 labeled Fire Equipment of which Six Thousand Dollars (\$6,000.00) will come from Winston County, Mississippi, budgeted funds (tax money) and will be utilized for equipment and maintenance needs. The remaining Six Thousand Dollars (\$6,000.00) will come from Fire Rebate Funds when they are received from the State of Mississippi as mandated by the Mississippi Code of 1972 and shall be forwarded to the budgeted line item 006-000-300 titled Fire Rebate Fund/Fire Protection Receipts by the City of Louisville, Mississippi. These funds shall be paid to the City of Louisville, Mississippi, no later than December 31st of each year. These funds will represent the Winston County's financial support for services provided to Winston County, Mississippi, for services to the community by direct services within the agreed Five (5) Mile District, all automatic aid, mutual aid, extrication services, compressor services and support provided to all agencies within Winston County and at the request of Winston County Fire and Emergency Management Coordinator to assist agencies outside of the jurisdiction of Winston County, Mississippi. The payment of the agreed funds will also represent the commitment of Winston County's financial support of the City of Louisville Fire Department to maintain Winston County's



fire apparatus and prepare for future replacement of an apparatus as the City of Louisville Fire Department provide service to the City of Louisville, Mississippi, and the agreed jurisdiction of a five (5) mile district as stated in this Inter-Local Cooperation Agreement. The City of Louisville will no longer submit a billing statement to Winston County, Mississippi, for the funds described in this Section.

**Section 13:** The City of Louisville, Mississippi, agrees that all purchases made with funds received hereunder will be in compliance with the purchase laws of the State of Mississippi for municipalities.

**Section 14:** The City of Louisville, Mississippi, will utilize the monies paid to the City of Louisville Fire Department by Winston County, as set forth in Section 12 above, for the expenses the Louisville Fire Department incurs in responding to incidents and maintenance of equipment and apparatus utilized in emergency responses by the City of Louisville Fire Department in responding to the needs of Winston County and to support the needs of the Winston County Fire and Emergency Management Services or any contracted agency of Winston County, Mississippi, that provides emergency services.

**Section 15:** This Inter-Local Cooperation Agreement shall replace any and all prior Agreements with no liability by one party to the other party and all avenues of communication being considered to effectively and efficiently manage the services to the citizens of the City of Louisville, Mississippi, and Winston County, Mississippi.

**Section 16:** This Agreement will commence on October 1, 2010, and will be reviewed each year thereafter to insure the most effective and efficient services to the citizens of the City of Louisville, Mississippi, and Winston County, Mississippi. If any party desires to amend the terms

IN WITNESS WHEREOF, the City of Louisville, Mississippi, and Winston County, Mississippi, have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by duly its authorized officers as of the 4 day of October, 2010, for the City of Louisville, Mississippi, and as of the 5<sup>th</sup> day of October, 2010, for Winston County, Mississippi, the date of their respective acknowledgment hereto.



ATTEST:

Babs W. Fulton  
Babs W. Fulton, City Clerk

CITY OF LOUISVILLE, MISSISSIPPI

By: Will Hill  
Will Hill, Mayor



ATTEST:

Pam Reel  
Pam Reel, Chancery Clerk

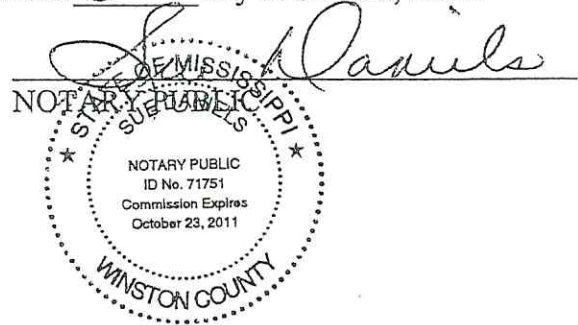
WINSTON COUNTY MISSISSIPPI

By: Jerry C. Estes  
Jerry C. Estes, President  
Board of Supervisors

STATE OF MISSISSIPPI  
COUNTY OF WINSTON

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named WILL HILL, who acknowledged that he is the Mayor of the City of Louisville, Mississippi, and attested to by BABS W. FULTON, who acknowledged that she is the City Clerk of the City of Louisville, Mississippi, and that for and on behalf of the said City of Louisville, Mississippi, and as it act and deed, they signed, sealed and delivered the above and foregoing instrument of writing for the purposes mentioned on the day and year therein mentioned, after having been first duly authorized by said City so to do.

Given under my hand and official seal on this the 5<sup>th</sup> day of October, 2010.



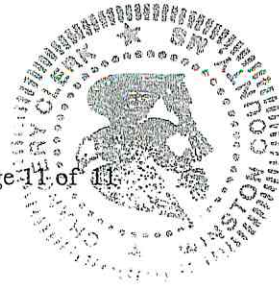
STATE OF MISSISSIPPI  
COUNTY OF WINSTON

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named JERRY C. ESTES, who acknowledged that he is the President of the Board of Supervisors of Winston County, Mississippi, and attested to by PAM REEL, who acknowledged that she is the Chancery Clerk of Winston County, Mississippi, and that for and on behalf of the said County of Winston, Mississippi, and as it act and deed, they signed, sealed and delivered the above and foregoing instrument of writing for the purposes mentioned on the day and year therein mentioned, after having been first duly authorized by said County so to do.

Given under my hand and official seal on this the 5<sup>th</sup> day of October, 2010.

Kim T. Mung  
NOTARY PUBLIC  
by Linda M. Hampton, DC

My Commission Expires Jan. 1, 2012



Winston County, MS  
I certify this instrument was filed  
on 01/14/2011 12:50:01 PM  
and recorded in the  
InterLocal Agreement  
Book 1 Page 229 - 240  
Pam Reel, Chancery Clerk