

**Interlocal Agreement Between
Mississippi State University and
Madison County, Mississippi**

This Agreement is made and entered into this _____ day of _____, 2016 by and between Mississippi State University, through the Mississippi State University Extension Service (“MSUES”), and Madison County, acting by and through its governing body, the Madison County Board of Supervisors, hereinafter referred to as COUNTY. These parties witnesseth:

WHEREAS, this Agreement is made under the authority of Sections 17-13-1 et seq, Mississippi Code of 1972, as amended;

WHEREAS, MSUES has been advised by the United States Department of Agriculture of the need for this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, and that the undertaking will benefit the public.

NOW THEREFORE, MSUES and COUNTY agree as follows:

SECTION 1: Duration/Amendment

This Agreement shall be in effect for four (4) years from the last date of signature. At the expiration of this initial term or any subsequent term, the agreement will be available for review, revision or cancellation by both parties. Otherwise, this agreement will automatically renew for up to three (3) successive four (4) year periods. However, this Agreement may be amended at any time by the mutual consent of MSUES and COUNTY. Any Amendment will require the parties to comply with the provisions of Mississippi Code § 17-13-1 et seq.

SECTION 2: Purpose

The purpose of this agreement is to document the relationship between MSUES and COUNTY concerning the management of county Extension agents and staff. This includes the hiring process, compensation, fringe benefits, supervision, discipline and termination of the Extension agents and staff.

SECTION 3: Statutory Authority

There will be no separate legal or administrative entity created pursuant to this Agreement. MSUES and COUNTY are authorized by Miss. Code Section 19-5-63 to exercise and carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement.

SECTION 4: Financing, Staffing and Supplying

Pursuant to Miss. Code Section 19-5-63, the financing and staffing of the county Extension offices shall be provided as follows:

- COUNTY shall provide office space for the county Extension department and shall equip the said office with the necessary office equipment and furniture through COUNTY's normal budgetary and procurement procedures. COUNTY shall also furnish the necessary record books, maps, and other items incidental to the proper operation of the department. Any such equipment or supplies provided shall remain the property of COUNTY.
- COUNTY shall share in financing for salary and fringe of county Extension agents and staff as approved by the Board of Supervisors. MSUES will submit invoices to COUNTY on a monthly basis for these personnel. All personnel will be on MSU payroll to expedite personnel's access to MSUES systems for Extension Reporting and HR purposes.
- COUNTY shall provide telecommunications support for the county Extension offices including internet and telephone service.
- MSUES shall provide computing devices for the use of the county Extension staff including computers, printers, and mobile devices in compliance with Mississippi State University policies, as needed for the execution of the duties of the office. Said devices will remain on Mississippi State University inventory and the county offices will comply with all Mississippi State University policies and procedures related to property management.
- MSUES shall provide funding for the salaries and fringe for the remainder of the expenses not covered through COUNTY funding.
- COUNTY may, but has no obligation to, provide additional fringe benefits to MSUES employees hired to work in each COUNTY.

SECTION 5: Extension Office Personnel

Staffing levels for the county Extension office will be determined by MSUES. Upon MSUES determining that a position needs to be filled in the county Extension office, MSUES will seek a board order. This board order will confirm the amount of funding COUNTY will provide for the position and any COUNTY policies that the employee will be required to comply with. MSUES will follow all Mississippi State University policies and procedures for the posting and hiring of this position. COUNTY Board of Supervisors will have a voting member (to be selected from the current Board members) on the interview committee(s) for each position to be filled.

All personnel will be subject to all Mississippi State University policies and procedures including but not limited to hiring, compensation, raises, discipline and termination. If COUNTY desires employees to comply with additional policies and procedures, these must be expressly detailed in the board order confirming the funding and will be included in the offer letters issued by MSU provided to the employee at hiring. Additionally, if COUNTY desires to provide any additional benefits to the employees, these additional benefits must be included in the offer letters issued by MSU.

All termination decisions will be made in compliance with Mississippi State University policies and procedures. Any such decision will be made with guidance from MSU's General Counsel and MSU's Director of Human Resources Management.

WITNESS the signatures of the duly authorized officers of MSUES and COUNTY as of the _____ day of _____, 20____.

MISSISSIPPI STATE UNIVERSITY EXTENSION SERVICE

By: _____
Director, Mississippi State University – Extension Service

By: _____
President, Mississippi State University

ATTEST:

MADISON COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

ATTEST:
