

STATE OF MISSISSIPPI



**JIM HOOD**  
**ATTORNEY GENERAL**

January 17, 2007

Robert G. Clark, III  
Special Counsel, Holmes County  
P. O. Box 239  
Lexington, MS 39095

Re: Interlocal Agreement between Holmes County and the City of Tchula to provide payroll and accounting services

Dear Mr. Clark:

Attorney General Jim Hood received the above named Interlocal Agreement and assigned it to me for review and approval in accordance with Section 17-13-1 et seq. of the Mississippi Code of 1972. Following our review, we find that the Interlocal Agreement satisfies the requirements of Section 17-13-1 et seq. of the Mississippi Code of 1972 and is hereby approved.

Please note the filing requirements set forth in Section 17-13-11 of the Mississippi Code of 1972.. If you have any questions, please feel free to contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read "Chuck Rubisoff".

Chuck Rubisoff  
Special Assistant Attorney General

**INTERLOCAL COOPERATION AGREEMENT  
(Mississippi Interlocal Cooperation Act of 1974, as amended)**

**IN RE: PAYROLL AND ACCOUNTING SERVICES**

THIS AGREEMENT is entered into on the date(s) shown at the end of this document by and between HOLMES COUNTY, MISSISSIPPI, a political subdivision of the State of Mississippi, as Provider of Payroll and Accounting Services (hereinafter referred to as "Provider"), and the CITY OF TCHULA, MISSISSIPPI, a political subdivision of the State of Mississippi, (hereinafter referred to as "Recipient"), pursuant to and in accordance with Section 17-13-1 et seq. of the Mississippi Code of 1972, as amended, titled the "Interlocal Cooperation Act of 1974."

IN CONSIDERATION of the mutual benefits described herein, the parties agree as follows:

**I. PURPOSE AND GENERAL PROVISIONS**

A. AGREEMENT. This agreement is entered into pursuant to and in accordance with the authorization of the "Interlocal Cooperation Act of 1974," found at Section 17-13-1 et seq. of the Mississippi Code of 1972, as amended, as it now appears or is hereafter amended, and all provisions set forth in that Act are incorporated herein and made a part hereof as if fully set forth in words and figures, it being the intent of the parties to this Agreement that such authority as is granted by the Act shall be exercisable by the parties to enable them to take applicable steps to support and provide services that will accord best with the needs and development of the communities of the above stated county and city.

B. SCOPE. The nature and scope contemplated by this Agreement is to provide fiscal support and financial services to the above stated municipal unit of the above stated county.

C. AUTHORITY. The specific authority under which the Provider, Holmes County, and the Recipient, City of Tchula, Mississippi, may exercise the powers necessary to fulfill the terms of this Agreement is found respectively, in Sections 19-3-41 and 21-17-5 of the Mississippi Code of 1972, as amended.

D. PUBLIC BENEFIT. It is acknowledged that each of the parties has formally considered this matter and has determined that it is in the public interest that it participates and cooperates in this agreement, and that substantial benefits are anticipated to inure to citizens of the above stated county and municipality by virtue of this agreement.

E. PARTICIPATION AND FINANCING.

1. The Provider has authority to enter into agreements and contracts pursuant to §19-3-4 of the Mississippi Code (1972), as amended. Additionally, the Recipient is authorized to farm out this service to the Provider pursuant to the Mississippi Code.

2. The Provider will provide the above stated city with various accounting and payroll services which shall consist of but are not limited to the following items:

- a. Input into the Recipient's computer system payroll, receipts and disbursement transactions that have been reviewed by the Recipient.
- b. After receiving all of the monthly payroll and accounting information from the Recipient, the Provider will generate the following monthly reports for the Recipient to review and approve: general ledger, trial balance, cash in bank report, paid claims report, and all revenue reports, and other reports of a similar nature.

- c. Provider will reconcile any bank statements associated with the Provider's payroll and accounting services. The bank reconciliations shall be reviewed and approved by the Recipient.
- d. Processing and printing of accounts payable check and payroll checks (unsigned). **Note:** It shall be the responsibility of the Recipient to ensure the accuracy of each check before it is approved and signed by the Recipient.
- e. The provision of office supplies and technical support to generate the above cited services by the Provider. Recipient will be billed directly for any office supplies and technical support provided by the Provider.
- f. Any and all federal and state employment reporting requirements, including those for taxes, retirement and pensions. Generation of 1099 and W-2 forms by the Provider shall not commence prior to January 1, 2007.
- g. Recipient shall reimburse the Provider for its services, namely labor and technical support, at a rate not to exceed one thousand dollars (\$1,000.00) per month, excluding cost of supplies.

3. The Recipient shall assume any and all responsibilities and liabilities associated with the accounting and payroll services except where such responsibilities and liabilities are determined to be that of the Provider.

F. Pursuant to M.C.A. §17-13-9, the parties would set forth the following:

a. The duration of this Interlocal Agreement shall be for a term not to exceed three (3) years or for a term concurrent with the election year of jurisdictional authorizing officials.

b. The purpose of this Interlocal Agreement is set forth in paragraphs A-E above and shall become null and void as a result of non-compliance on the part of the Recipient. In this event, all documents and supplies, if any shall be returned to the Recipient in the appropriate condition and manner.

c. The organizational entities affected and the statutory authority vested in the local government unit is set forth in paragraphs A-E above.

d. There is no applicable financing from any third source other than the parties.

e. This Interlocal Agreement will terminate upon completion of the terms set forth herein and all remaining documents and supplies, if any, shall be returned to the Recipient.

f. There will be no board for the administration of the terms of this Interlocal Agreement. All decisions made in regards to this Interlocal Agreement shall be by the respective governing boards of the Provider and the Recipient.

## II. AMENDMENTS OR TERMINATION

This Agreement may be amended or terminated by either party with sixty (60) days written notice to the other party. Such action must be taken through their respective governing

boards, and such action shall be taken by resolution in the same procedural manner as required in the instance of the adoption of this Agreement.

### III. ADMINISTRATION

The Provider, Holmes County, Mississippi, shall be responsible for the implementation of the payroll and accounting services set forth in this agreement pursuant to the authority of Section 17-13-1 et seq. of the Mississippi Code of 1972.

### IV. EFFECTIVE DATE

This Interlocal Cooperation Agreement shall take effect upon the date following the approval by the Attorney General of the State of Mississippi after first being approved and executed by the Provider and Recipient which approval is to be entered into the minutes of the Board meetings of both the Provider and the Recipient, but Provider will not be responsible for producing 1099 and W-2 forms prior to January 1, 2007.

### V. ENFORCEABILITY

A. APPROVAL. The parties understand that, as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for his approval and that this Agreement shall not be enforceable unless:

1. approved by the Attorney General, or until,
2. sixty (60) days have passed since its submission and the Attorney General has failed to disapprove same, in which

event, the Agreement shall be considered approved and enforceable.

The Attorney for Holmes County, Mississippi shall be responsible for submitting the Agreement to the Attorney General.

B. FILING. Upon approval by the Attorney General, or the passage of sixty (60) days after submission without his disapproval, copies of this Agreement shall be filed with the Chancery Clerk of Holmes County, Mississippi, the Office of the Secretary of State, and the State Department of Audit of the State of Mississippi. In accordance with the terms of the Interlocal Cooperation Act, the Agreement will not be deemed in force until proof of filing of the Agreement has been received from the Chancery Clerk of Holmes County and the Secretary of State of the State of Mississippi. The Attorney for the Holmes County Board of Supervisors shall be responsible for filing the Agreement and for notifying the Recipient that the Agreement is properly in force.

A copy of the Agreement will also be forwarded to the City Clerk of the Recipient for record keeping purposes.

APPROVED AND EXECUTED by the respective parties on the dates indicated below.

WITNESS, the signatures of the parties hereto on the date written above after first being approved by the respective governing authorities.

THIS, the 19 day of September 2006.

HOLMES COUNTY, PROVIDER  
BY: Norman Cobbins  
NORMAN COBBINS, JR., PRESIDENT  
Holmes County Board of Supervisors

Attest:

Dorothy Jean Ford-Smith  
DOROTHY JEAN FORD-SMITH  
Holmes County Chancery Clerk

CITY OF TCHULA, MISSISSIPPI  
RECIPIENT

BY: Leo Wilson  
Leo Wilson, Alderman/Vice-Mayor

ATTEST:  
By: Annie Horton  
Annie Horton, City Clerk

SWORN TO AND SUBSCRIBED before me, the undersigned authority in and for said jurisdiction, the within named, **Leo Wilson**, on this the 30<sup>th</sup> day of November, 2006 certify which witness my hand and seal of office.

Annie Glenn Polk  
NOTARY PUBLIC

My Commission Expires:  
February 13, 2008

SWORN TO AND SUBSCRIBED before me, the undersigned authority in and for said jurisdiction, the within named, **Norman Cobbins**, on this the <sup>19<sup>th</sup></sup> 29<sup>th</sup> day of December, 2006 certify which witness my hand and seal of office.

Earlene Wright Hart  
NOTARY PUBLIC  
By: Brenda Travis, D.C. **CIRCUIT CLERK**

My Commission Expires:

My Commission Expires Jan. 7, 2008