

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

BETWEEN

**CITY OF CANTON, MISSISSIPPI, MADISON COUNTY, MISSISSIPPI, AND CANTON
PUBLIC SCHOOL DISTRICT**

In Re: Canton Safe Routes to Schools (SRTS) Sidewalk Project, Federal Aid Project No. SRSP-0070-00 (021) LPA

This **INTERLOCAL AGREEMENT** (the “Agreement”) is made and entered into on the date(s) shown at the end of this instrument by and between **MADISON COUNTY, MISSISSIPPI** (the “County”), a body politic and political subdivision of the State of Mississippi, the **CITY OF CANTON, MISSISSIPPI** (the “City”), a body politic and political subdivision of the State of Mississippi, and **CANTON PUBLIC SCHOOL DISTRICT** (the “District”) pursuant to and in accordance with Section 17-13-1, et seq. (the “Interlocal Cooperation Act of 1974”) of the Mississippi Code of 1972, as amended, and other applicable law.

WITNESSETH:

IN CONSIDERATION of the mutual benefits and advantage each to the other, the parties hereto agree as follows:

I. PURPOSE AND GENERAL PROVISIONS

A. **AGREEMENT.** This Agreement is entered into pursuant to the authorization of the Interlocal Cooperation Act of 1974, being Section 17-31-1 et seq., Mississippi Code of 1972, as amended as same now appears, or is hereafter amended as, and all provisions set forth in that Act are incorporated herein and made a part hereof as if fully set forth herein, it being the intent of the parties hereto that such authority as is granted by the Act shall be exercised by the parties, in that they recognize their mutual obligation and responsibility for the education, nurture and general well-being of the children of the

City, the District, and the County. The City wishes to complete the Canton Safe Route to Schools (“SRTS”) Sidewalk Project by constructing segments of the sidewalk on property owned by Madison County and Canton Public School District.

B. **SCOPE.** The nature and scope of the project contemplated by this Agreement is to complete the City’s SRTS Project, and to construct sidewalks on property owned by Madison County and property owned by Canton Public School District.

C. **AUTHORITY.** The specific authority under which the County, the District, and the City may exercise their authorities, powers and responsibilities necessary to fulfill the terms of this Agreement are found, respectively in Section 19-3-41(9), Mississippi Code Ann. (1972, as amended).

This Agreement is a result of a resolution passed on _____ by the City of Canton, Governing Authorities, and a resolution passed on _____, by the Madison County Board, and a resolution passed on _____, by the Canton Public School Board approving the entering into of an Interlocal Agreement between the parties. Pursuant to Miss. Code Ann. Sections 19-3-41(9), 17-13-3 and 17-13-7 the Madison County Board of Supervisors, the City of Canton, and the Canton Public School District may enter into agreements of this nature for the SRTS Program that enables and encourages children of the District to walk and bicycle to schools in the City.

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 they participate and cooperate in this project, and that substantial benefits are anticipated to inure to citizens and students of the County, the City and the District by virtue of this Agreement.

E. **ORGANIZATION.** There will be no separate legal or administrative entity created by this agreement.

F. **PARTICIPATION AND FINANCING.** The County and the District will participate in this project by permitting the City of Canton to construct a sidewalk on property owned by Madison County and property owned by Canton Public Schools. A tract on Ricks Drive owned by the County, and a tract on Mace Street owned by the City with a detailed description of property to be utilized for the construction of sidewalks from the County and the District is attached hereto as an Exhibit.

The subject property is not a part of the 16th Section Public School Trust. In lieu of any lease or other payments, the City agrees to construct and maintain the sidewalks in connection with the SRTS project. The City shall provide funding for the construction of the sidewalks, including all landscaping. Upon completion of the sidewalks, the City shall be responsible for future maintenance of the sidewalks. The City assumes all risks of injury, loss, damage, or death to any person or property arising out of or incurred in connection with its use of the premises resulting from intentional or negligent acts of City officials, employees, or agents, and to the extent allowed by law agrees to indemnify the County and the District against any loss, claim, demand, or liability as a result of such intentional or negligent acts.

The City, County, and the District recognize the benefits that will flow to the citizens and students of their community by closely coordinating land use for the construction of new sidewalks. Funding will occur through a SRTS grant through MDOT, see project number as described above on page 1. The County and the District is not responsible for any funding for said project. The City will be responsible for complying with all legal expenditures under the SRTS Grant.

G. **SCHEDULE.** Upon receipt of appropriate approvals the City will proceed with the construction of sidewalks on the County and District's property as described above in Paragraph F *supra*.

II. TERM AND TERMINATION

This Agreement may be amended or terminated at the discretion of the County, City, or District.

III. ADMINISTRATION

The County, the District, and the City shall be responsible for insuring that there is full compliance with the terms of this Agreement.

IV. DURATION

This Agreement shall be in full force and effect from the effective date as explained in Section V, below, and shall continue in effect until such time as the parties acknowledge, through the administrators described in Section III, above, that the construction of sidewalks, as contemplated by this Agreement have been completed. Upon termination, the District and the County shall retain ownership of the subject real property and any improvements shall be owned by the City. The City shall be responsible for future maintenance of the sidewalks.

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 has passed since its submission and he has failed to disapprove same, in which event the Agreement shall be considered approved and enforceable.

The Attorney for the City of Canton will be responsible for submitting the approved 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 Madison County, and 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 Madison County and the Secretary of State of the State of Mississippi.

C. PARTIAL ENFORCEABILITY.

If any provision of this Agreement, or the application of any provision to the County, the City or the District or circumstance, shall be held invalid, for the remainder of this Agreement the application of that provision to the County, City or the District or circumstance, other than those with respect to which it is held invalid, shall not be affected thereby.

D. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto.

APPROVED AND EXECUTED BY THE RESPECTIVE PARTIES on the dates indicated herein below, pursuant to resolutions adopted by the governing authorities.

[INTENTIONALLY LEFT BLANK]

MADISON COUNTY, MISSISSIPPI

By: _____
Madison County, Board President

Date: _____

ATTEST:

**CHANCERY CLERK
MADISON COUNTY, MISSISSIPPI**

(Seal)

By: _____
Clerk of the Board

Date: _____

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named _____ and _____ to me known, who acknowledge that they are respectively, the PRESIDENT and CLERK of the Madison County Board of Supervisors, and that for and on behalf of Madison County, Mississippi, signed and delivered the foregoing Agreement as of the date hereof, after having been duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this the ____ day of _____, 2016.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

CITY OF CANTON, MISSISSIPPI

By: _____
Mayor Arnel D. Bolden

Date: _____

ATTEST:

**CITY CLERK
CITY OF CANTON, MISSISSIPPI**

(Seal)

By: _____

Date: _____

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named ARNEL BOLDEN and VALERIE SMITH, to me known, who acknowledge that they are the Mayor and City Clerk respectively of the City of Canton, Mississippi, and that for and on behalf of the City of Canton, Mississippi, signed and delivered the foregoing Agreement as of the date hereof, after having been duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this the ____ day of _____, 2016.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

CANTON PUBLIC SCHOOLS

By: _____
President, Canton Public School Board

Date: _____

ATTEST:

**CLERK
CANTON PUBLIC SCHOOL BOARD**

(Seal)

By: _____

Date: _____

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named _____ and _____, to me known, who acknowledge that they are the President and Clerk respectively of Canton Public School Board, Mississippi, and that for and on behalf of the City of Canton, Mississippi, signed and delivered the foregoing Agreement as of the date hereof, after having been duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this the ____ day of _____, 2016.

MY COMMISSION EXPIRES:

NOTARY PUBLIC



SAFE ROUTES TO SCHOOL PROJECT
 SRSP-0070-00(021) LPA /
 106525-401000
 CANTON, MS.

- MADISON CO. PROPERTY IN QUESTION (±145 FT.)
- CANTON PUBLIC SCHOOL DISTRICT PROPERTY IN QUESTION (±575 FT.)





WARNOCK & ASSOCIATES, L.L.C.
 ENGINEERING, MANAGEMENT & PLANNING