

AMENDED INTERLOCAL COOPERATION AGREEMENT BETWEEN MADISON COUNTY, MISSISSIPPI AND THE CITY OF MADISON, MISSISSIPPI REGARDING THE FUNDING OF HOY ROAD IMPROVEMENTS

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into by and between the City of Madison, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the “City”), and Madison County, Mississippi, a political subdivision of the State of Mississippi (the “County”), pursuant to the Mississippi Interlocal Cooperation Act of 1974, codified at Section 17-13-1, et seq., Mississippi Code of 1972, as amended (the “Interlocal Act”), on the date set forth hereinafter, as an amendment to the existing “Interlocal Cooperation Agreement Between Madison County, Mississippi and the City of Madison, Mississippi Regarding the Funding of Hoy Road Improvements,” dated February 24, 2015, and as approved the Attorney General on March 6, 2015.

RECITALS:

WHEREAS, the City and County agree, find and determine as follows:

1. In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

“City” shall mean the City of Madison, Mississippi.

“County” shall mean Madison County, Mississippi.

“Project” shall mean the widening and improvement of Hoy Road, including incidental work (including but not limited to resurfacing and installation of traffic control devices) to Tisdale Road and/or other roads reasonably necessary to provide traffic detours during work on Hoy Road, to the extent that the funds described herein may allow the work to be done, using construction methods and materials which, in the judgment of the City will produce the best result given the funding available. “Project” shall also include any necessary and incidental pre-construction services, such as right-of-way acquisition and the cost of right-of-way acquisition itself. “Project” shall also include any necessary engineering services performed after the effective date of this agreement.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The governing authorities of the City and the County desire to enter into a joint effort to make the most efficient use of their powers and enable them to enhance the general welfare of the City and County and the citizens of each through the improvement of streets and related infrastructure.

3. The term of this Agreement shall be until December 31, 2019, meaning the City of Madison must have used or obligated the funds by that date. “Obligation of the funds” means the City of Madison must, not later than December 31, 2019, have acted to bid the project,

and awarded the project to a contractor. If City shall not have obligated the funds within the prescribed period of time, the County has authority under the Agreement to terminate the Agreement and to re-obligate the funds itemized in Paragraph 7. Award of any contract for pre-construction services, such as right-of-way acquisition, and cost of right-of-way acquisition itself, is eligible for reimbursement under this agreement, and award of any contract for such services or contract for the purchase of right-of-way will be sufficient to meet the deadline established herein, to the extent of the funds actually obligated.

4. In order to provide for the infrastructure improvements, it is necessary and in the public interest for the City to cooperate with the County by entering into this Agreement.

5. The City and the County desire to enter into this Agreement for the purposes of street improvement which will enhance the general welfare of the City and the County and the citizens of each, and, consequently, the economic development of the City and the County.

6. It is necessary for the City and the County to enter into this Agreement in order to enable the City to proceed with the Project with a clear understanding and commitment as to the nature of the County's participation.

7. The City agrees to assume the work necessary to undertake the project. The County agrees to reimburse the City for expenses associated with this project up to a maximum of One Million Five Hundred Thousand Dollars and no Cents (\$1,500,000.00). Any additional costs incurred or expended in excess of that amount will be the sole responsibility of the City.

8. It is in the best interests of the citizens of the City that the City enter into and execute the Agreement.

9. It is in the best interests of the citizens of the County that the County enter into and execute the Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE CITY AND THE COUNTY, THE CITY AND THE COUNTY DO HEREBY AGREE AS FOLLOWS:

SECTION 1. Duration. This Agreement shall be in force and effect pursuant to paragraph 3 hereinabove until terminated in accordance with the provisions of Section 6 hereof.

SECTION 2. Purpose. The purpose of this Agreement is to define the respective responsibilities of the City and the County with regard to the financing and completion of the Project, as defined above.

SECTION 3. Organization; Statutory Authority. There will be no separate legal or administrative entity created pursuant to this Agreement. The City is authorized by Miss. Code Section 21-37-3 and County is authorized by Miss. Code Section 19-3-41 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. The Project will be undertaken and financed by the City, and upon completion, the City and County will thereafter jointly assume

responsibility for maintenance and upkeep of Hoy Road, in a manner agreed to by the parties. The City will perform the work primarily through the use of contractors, with some possible incidental work being performed by City personnel and equipment. The County will reimburse the City for eligible costs incurred during the course of the Project on a monthly basis, not later than thirty days after delivery by the City of documentation of costs incurred. The County agrees to reimburse the City for expenses associated with this project up to a maximum of One Million Five Hundred Thousand Dollars and no Cents (\$1,500,000.00). Any additional costs incurred or expended in excess of that amount will be the sole responsibility of the City. In the event the Project is not completed by December 31, 2021, the City agrees to reimburse the County for 50% of the County funds expended on the Project.

SECTION 5. Operation of Agreement and the Infrastructure Improvements. Upon completion of the Project, responsibility for maintenance and upkeep will be the responsibility of the City and the County, in a manner agreed to by the parties.

SECTION 6. Termination; Disposition of Property. This Agreement will terminate on December 31, 2019, or when the work is completed, whichever comes last. The City will submit all claims for reimbursement within thirty calendar days following the completion of the project, and the County will reimburse such amounts in accordance with Section 4 of this Agreement. If City has not utilized or obligated eligible funds by December 31, 2019, the County is authorized to terminate its participation in the project and is able to re-obligate the funds as specified above. At the termination of the Agreement any property owned by the City and County, respectively, shall remain their property. The finished Project shall be dedicated to the City. Due to the nature of the agreement, there will be no surplus funds or property to be disposed of when the project is complete.

SECTION 7. Amendment. This Agreement may be amended at any time by the mutual consent of the City and the County by an agreement entered into pursuant to the provisions of the Interlocal Act.

SECTION 8. Manner of Acquiring, Holding and Disposing of Property; Cooperation Concerning Property Matters. The City has acquired or will acquire all property needed for the Project.

SECTION 9. Effective Date. This Agreement will be effective when it is approved by the respective governing bodies of the City and the County and by the Mississippi Attorney General. The initial term of this Agreement shall commence on the effective date hereof and extend through completion of the Project.

WITNESS the signatures of the duly authorized officers of the City and the County as of the _____ day of _____, 2016.

CITY OF MADISON, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

MADISON COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

(SEAL)