

STATE OF MISSISSIPPI

COUNTY OF MADISON

INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN
MADISON COUNTY, MISSISSIPPI AND THE CANTON PUBLIC SCHOOL DISTRICT
FOR THE MAINTENANCE AND UPKEEP OF A.M. ROGERS PARK

WHEREAS, pursuant to the provision of the Interlocal Cooperation Act of 1974, et seq., Mississippi Code Annotated, local government units and governing authorities may cooperate and contract with one another for their mutual advantage and benefit and thereby attend to the needs of the territory served; and,

WHEREAS, the Canton Public School District (“School District”) and the Board of Supervisors of Madison County, Mississippi (“the County”) desire to enter into an Interlocal Agreement to their mutual advantage for the purpose of maintaining a park on property owned by the School District and adjacent to Nichols Middle School for the benefit of the Canton Public School District, said property being more fully described in Exhibit “A,” which is attached hereto and made part hereof by reference (hereinafter referred to as “A.M. Rogers Park”); and

WHEREAS, under the authority of Sections 17-1-3 and 55-9-1, Mississippi Code of 1972, Annotated, the County may use county equipment and personnel to assist in the maintenance and operation of a recreational facility and/or park; and

WHEREAS, under the authority of Sections 37-7-301 and 17-13-7, Mississippi Code of 1972, Annotated, the Canton Public School District may enter into agreements with other political subdivisions for the use of district property to benefit and provide services to the general public; and

WHEREAS, A.M. Rogers Park is utilized by both the School District and County

residents; and

NOW, THEREFORE, pursuant to the authority of Sections 17-13-1 through 17-13-17, Mississippi Code of 1972, Annotated, and in consideration of the mutual benefits accruing to the County and the School District and in further consideration of the mutual advantages and promises hereinafter contained, the County and the School district do hereby contract, agree, and covenant as follows:

- A) DURATION / TERMINATION. The term of this Agreement is for a period of ten (10) years, effective upon approval of the Interlocal Agreement by the Attorney General, and this Agreement will automatically renew for an additional ten (10) years at the expiration of the original term. Either party may terminate this Agreement for convenience upon thirty (30) days written notice to the other party. If this agreement is terminated, the parties shall be liable only for performance rendered or cost incurred in accordance with the terms of this agreement prior to the effective date of termination. Upon termination, the School District shall retain ownership of the subject real property and any improvement shall be owned by the County, who shall be solely responsible for its removal upon termination.
- B) PURPOSE. The purpose of this Agreement is to provide for the continued maintenance and operation of A.M. Rogers Park to be used for school purposes and for public gatherings and/or recreational use. The County agrees to provide county equipment and personnel for the regular maintenance and upkeep of the property and facilities at A.M. Rogers Park.
- C) MANNER OF FINANCING, STAFFING, ETC.
1. The County agrees to regularly maintain A.M. Rogers Park contingent upon the allocation and availability of funding for the facilities in the discretion of County.
 2. The County shall be solely responsible for the maintenance of A.M. Rogers Park and any liability therefor, except that the School District 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 the School District's officials, employees or agents, and to the extent allowed by law, agrees to indemnify the County against any loss, claim, demand, or liability as a result of such intentional or negligent acts.
 3. School District shall provide adequate personnel and security to supervise their

respective activities, which take place during their use of the facilities. These employees or other personnel will be under the sole supervision of the School District.

- D) AMENDMENT. This Agreement may be amended by either entity upon joint, written agreement of both entities, and the amendment shall be spread upon the minutes of both entities and forwarded to the Attorney General of the State of Mississippi for approval prior to enactment of any amendments.
- E) ACQUISITION OF PROPERTY. The School District hereby represents and states that it is the owner in fee simple of A.M. Rogers Park, which is described in Exhibit "A" and made a part hereof by reference and hereby consents and agrees to the use of said property as provided for in this Agreement.
- F) This Agreement must be ratified and approved by the respective governing authorities prior to initiation, and this Agreement is expressly subject to the approval by the Attorney General of the State of Mississippi as required by Section 17-13-11, Mississippi Code of 1972, Annotated. Further, this Agreement is subject to ratification by the new respective governing authorities as the term of said contract extends beyond any term of office of the Board of Supervisors of Madison County, Mississippi and the Canton Public School District.

IN WITNESS WHEREOF, the parties hereto have caused the execution and delivery of this Agreement on this the ____ day of _____, 2016.

MADISON COUNTY, MISSISSIPPI
BOARD OF SUPERVISORS

CANTON PUBLIC SCHOOL DISTRICT
BOARD OF TRUSTEES

BY: _____
TITLE: PRESIDENT

BY: _____
TITLE: PRESIDENT

ATTEST:

ATTEST:

CLERK, BOARD OF SUPERVISORS

CLERK, BOARD OF TRUSTEES

(SEAL)