

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Canton, 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 1972, codified at §17-13-1, et seq., Mississippi Code of 1972, as amended (the "Interlocal Act"), on the date set forth hereinafter.

RECITALS:

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 City of Canton, Mississippi.

"County" shall mean Madison County, Mississippi.

"Project" shall mean the resurfacing of the parking lot lying north of the Youth Services Building on North Union Street by the County.

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 infrastructures.

3. The term of this Agreement shall extend through completion of the Project.

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

5. The City and the County desire to enter into this Agreement for the purposes of the resurfacing of the subject parking lot, 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 County to proceed with the Project with the clear understanding and commitment as to the nature of the County's participation.

7. The County agrees to undertake the work necessary, and provide the materials and labor required for the resurfacing of the subject parking lot, a portion of which is owned by the County and the remainder of which is owned by the City, at no cost to the City.

8. It is in the best interest of the citizens of the City that the City enter into and execute this Agreement; and, it is in the best interest of the citizens of the entire County for the County to 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 full force and effect 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 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 Mississippi Code §21-37-3, and the County is authorized by Mississippi Code §19-3-41, § 17-5-15 and § 65-7-85 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 County. Upon completion, the City shall thereafter assume responsibility for maintenance and upkeep of the Project. The Project shall be completed at a maximum cost of \$20,000.00. The County will perform the work primarily through the use of its own personnel and equipment and contractors may also be used to some extent, at no cost to the City.

SECTION 5: Operation of Agreement and the Infrastructure Improvement. Upon completion of the Project, responsibility for maintenance and upkeep will be the responsibility of the City.

SECTION 6: Termination; Disposition of Property. This Agreement will terminate on January 1, 2017 or when the work is completed, whichever occurs first. At the termination of the Agreement, any property owned by the City and the County, respectively, shall remain their property. The finished Project shall be owned partially by the County and partially by the City, based on their respective land ownership.

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 and the County will continue to own their respective

tracts of land and the parking lot located thereon.

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 CANTON, MISSISSIPPI

BY: _____
Arnel Bolden, Mayor

ATTEST

Valerie Smith, City Clerk

[SEAL]

MADISON COUNTY, MISSISSIPPI

BY: _____
Trey Baxter, President
Board of Supervisors

ATTEST:

Ronny Lott, Chancery Clerk
Board of Supervisors

[SEAL]