

AMENDED INTERLOCAL COOPERATION AGREEMENT BETWEEN
MADISON COUNTY, MISSISSIPPI AND THE CITY OF MADISON, MISSISSIPPI REGARDING
FUNDING OF CERTAIN STREET 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.

RECITALS:

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

1. In addition to any works 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 rebuilding and overlay of the streets and roads listed on Appendices A and B in the City of Madison 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.

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 extend through the completion of the project.

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 this Agreement.

5. The City and the County desire to enter into this Agreement for the purposes of street repair and resurfacing 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 undertake the work necessary to complete the Project as to those streets and roads identified in Appendix A. The County agrees to reimburse the City for fifty percent (50%) of the costs incurred in the performance of work necessary to accomplish this portion of the Project, up to a maximum contribution of Three Hundred Seventy Thousand Dollars Zero Cents (\$370,000.00) by the County.

8. The County agrees to assume the work necessary to undertake the Project as to those streets and roads identified in Appendix B and to perform the work primarily through the use of County personnel and equipment. The City agrees to reimburse the County for fifty percent (50%) of the material costs necessary to accomplish this portion of the Project, up to a maximum contribution of Seventy Thousand Dollars Zero Cents (\$70,000.00) by the City.

9. It is in the best interests of the citizens of the City that the City enters into and executes the Agreement.

10. It is in the best interests of the citizens of the County that the County enters into and executes 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 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 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 rebuilding and overlay of the streets and roads listed in Appendix A will be undertaken and financed by the City, and upon completion, the City will thereafter assume responsibility for maintenance and upkeep of the Project Streets. The County will reimburse the City for work done during the course of the Project on a monthly basis, not later thirty days after delivery by the City of documentation of costs incurred. The County will reimburse the City for fifty percent (50%) of the costs incurred in the performance of work necessary to accomplish the Project as to those streets and roads identified in Appendix A, up to the maximum contribution of Three Hundred Forty-Five Thousand Dollars Zero Cents (\$370,000.00) by the County. 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 agrees to assume the work necessary to undertake the Project as to those streets and roads identified in Appendix B and to perform the work primarily through the use of County personnel and equipment. The City agrees to reimburse the County for fifty percent (50%) of the material costs necessary to accomplish this portion of the Project, up to a maximum contribution of

Seventy Thousand Dollars Zero Cents (\$70,000.00) by the City. The City will reimburse the County not later thirty days after delivery by the County of documentation of material costs incurred.

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.

SECTION 6. Termination; Disposition of Property. This Agreement will terminate on December 31, 2016, or when the work is completed, whichever comes first. 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 the 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

APPENDIX A

Street or Roadway	Expected Project Cost	County's Agreed Share
All Streets in Countryside Plantation Subdivision	\$190,000.00	\$95,000.00
All Streets in Traceland North Subdivision	\$550,000.00	\$275,000.00
	Total	\$370,000.00

APPENDIX B

Street or Roadway	Expected Project Material Cost	County's Agreed Share
Lewis Lane	\$65,000.00	\$32,500.00
Bennett Road	\$35,000.00	\$17,500.00
North Pine Drive	\$40,000.00	\$20,000.00
	Total	\$70,000.00