

REVISED INTERLOCAL COOPERATION AGREEMENT BETWEEN MADISON COUNTY, MISSISSIPPI AND THE CITY OF CANTON, MISSISSIPPI REGARDING THE FUNDING OF IMPROVEMENTS TO SAAB PARK LOCATED IN THE CITY OF CANTON¹

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 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 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 Canton, Mississippi.

“County” shall mean Madison County, Mississippi.

“Project” shall mean improvements to Saab Park, a public recreational park located in the City of Canton, 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. In order to provide for the recreational park improvements, it is necessary and in the public interest for the City to cooperate with the County by entering into this Agreement.

4. The City and the County desire to enter into this Agreement for the purposes of park improvements which will service the citizens of Madison County, enhance the general

¹ The County and City approved the original Interlocal Agreement in October 2018. That Agreement, while approved by both governing bodies, was not forwarded to the Attorney General for approval prior to this revision.

welfare of the City and the County and the citizens of each, and, consequently, contribute to economic development of the City and the County.

5. 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.

6. The City agrees to undertake the work necessary to complete the Project. The County agrees, subject to the terms and conditions herein, to pay the City two hundred thousand dollars and no cents (\$200,000.00) for the cost of design, construction, fixtures, and equipment for Saab Park.

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

8. 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 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 17-1-3 and County is authorized by Miss. Code Sections 17-1-3 and 55-9-1 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 County agrees to pay the City two hundred thousand dollars and no cents (\$200,000.00)(hereafter "County-contributed funds") to be used for the design, construction, fixtures, and equipment for Saab Park. The City agrees to create a special fund in the city treasury known as the "Saab Park fund" and to deposit monies received pursuant to the terms of this Agreement in that special fund. Thereafter, the Project will be undertaken and financed by the City through the use of the County-contributed funds. Any additional costs incurred will be the responsibility of the City and will not be reimbursed by the County. The City will perform the work primarily through the use of contractors. In the event incidental work is performed by City personnel or with City equipment, the County-contributed funds shall not be used to pay personnel or to purchase, lease, or maintain equipment not exclusively used for improvements for Saab Park. The City agrees to provide an accounting of the use of County-contributed funds for this Project upon written request by the County. The City will complete work on the project not later than December 31, 2019. In the event the Project

is not completed by that date, the County may request reimbursement of any unspent County-contributed funds.

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, 2019. 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. In the event the project is not complete by December 31, 2019, the County's right to seek reimbursement of any unspent funds shall not terminate with this Agreement.

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 _____, 2019.

CITY OF CANTON, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

MADISON COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

(SEAL)