

**REVISED INTERLOCAL COOPERATION AGREEMENT BETWEEN MADISON
COUNTY, MISSISSIPPI AND THE CITY OF CANTON, MISSISSIPPI REGARDING
THE FUNDING OF CERTAIN STREET IMPROVEMENTS
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 the rebuilding and overlay of certain streets located in the City of Canton as identified in Exhibit “A” attached hereto, 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 October 1, 2019.

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 repair and resurfacing which will enhance the general welfare of the City and the

¹ The City and County approved the original interlocal in October 2018. That agreement, while approved by both governing bodies, was not forwarded to the Attorney General for approval.

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 County agrees to undertake the work necessary to complete the Project, up to a maximum contribution of two hundred forty-one thousand nine hundred and sixty dollars and no cents (\$241,960.00) by the County. Any costs associated with the Project which exceeds the amounts identified on Exhibit "A" as appropriated for any specific improvement shall be the responsibility of the City and reimbursement shall be made to the County as provided for in this Agreement.

8. In the event the City delays the project due to no fault of the County, the City will be responsible for any excess costs incurred as a result of its delay.

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

10. 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 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.

11. **Financing, Staffing and Supplying.** The Project will be undertaken and financed by the County, up to a maximum contribution of two hundred forty-one thousand nine hundred and sixty dollars and no cents (\$241,960.00) by the County, and upon completion, the City will thereafter assume responsibility for maintenance and upkeep of the Project streets. Any excess costs associated with the Project shall be the responsibility of the City. The County shall provide the City notice, where reasonable, if the Project exceeds the estimated costs as identified in Exhibit "A." In the event the City delays the project due to no fault of the County, the City will be responsible for any excess costs incurred as a result of its delay. The City agrees to reimburse the County for any such excess costs not later than sixty (60) days after delivery by

the County of documentation of costs incurred which exceed the amounts identified on Exhibit "A" as appropriated for any specific improvement. The County will perform the work primarily by County personnel and equipment with some possible incidental work being performed through the use of contractors. The County will complete work on the project not later than August 31, 2019, with a final invoice to the City for any excess costs submitted not later than September 15, 2019, and payment made as set forth above.

SECTION 4. 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 5. Termination; Disposition of Property. This Agreement will terminate on October 1, 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. 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 6. 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 7. 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 8. 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)

EXHIBIT "A"

Project Street Name/Description	County Contribution
West Semmes Street	\$5,356.00
South Monroe Street	\$10,712.00
Madison Street	\$10,712.00
Miller Street	\$32,240.00
Nell Drive	\$32,240.00
George Washington Avenue	\$50,000.00
Glenfield Road	\$97,000.00
Sunset Drive	\$3,700.00
TOTAL	\$241,960.00