

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

June 28, 2019

Katie Bryant Snell, Esq.
Attorney for Madison County
Post Office Box 3007
Madison, MS 39130-3007

Re: Interlocal Agreement between Madison County, Mississippi and the
City of Canton, Mississippi

Dear Mrs. Snell:

OFFICIAL OPINION
Attorney General Jim Hood has received your request to review and approve the above referenced Interlocal Agreement in connection with the funding of improvements to Saab Park and has referred it to me for research and reply.

We have examined the amended agreement pursuant to the Interlocal Cooperation Act of 1974, Miss. Code Ann. Sections 17-13-1 *et seq.* (1972) and find that the agreement is in proper form and compatible with the laws of the State of Mississippi and is hereby approved.

Prior to becoming effective, the agreement must be filed with the Chancery Clerk of the county in which each party to the agreement is located and with the Secretary of State. Please note that any future amendments to the agreement must also be approved by this office. Please contact us if we may be of further assistance.

Sincerely,

Beebe Garrard
Special Assistant Attorney General

Enclosure

**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.

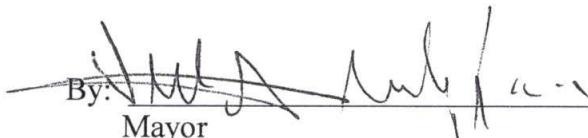
SECTION 7. Amendment. This Agreement may be amended at any time by the mutual consent of the City and the County by an agreement entered into pursuant to the provisions of the Interlocal Act.

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.

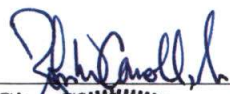
SECTION 9. Effective Date. This Agreement will be effective when it is approved by the respective governing bodies of the City and the County and by the Mississippi Attorney General. The initial term of this Agreement shall commence on the effective date hereof and extend through completion of the Project.

WITNESS the signatures of the duly authorized officers of the City and the County as of the 16th day of April, 2019.


CITY OF CANTON, MISSISSIPPI

By:  _____
Mayor

ATTEST:



City Clerk



MADISON COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

ATTEST:



Clerk, Board of Supervisors

(SEAL)



APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF 2 PAGES

TO OWNER: City of Canton, MS
226 East Peace Street
Canton, MS 39046

PROJECT: SAAB Park Splash Pad Project
Canton, Mississippi

APPLICATION NO: 1
PERIOD TO: 10/30/19
PROJECT NOS

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: Great Southern Recreation, LLC
2441-Q Old Fort Parkway #462
Murfreesboro, TN 37128

VIA ARCHITECT: Neel-Schaffer

CONTRACT DATE: 6/12/19

CONTRACT FOR: General construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1 ORIGINAL CONTRACT SUM \$ 274,659.00
- 2 Net change by Change Orders \$ 0.00
- 3 CONTRACT SUM TO DATE (Line 1 + 2) \$ 274,659.00
- 4 TOTAL COMPLETED & STORED TO DATE \$ 260,059.00
(Column G on G703)
- 5 RETAINAGE:
 - a. 5 % of Completed Work \$ 13,002.95
(Columns D + E on G703)
 - b. _____ % of Stored Material \$ _____
(Column F on G703)
 Total Retainage (Line 5a - 5b or Total in Column I of G703) \$ 0.00
- 6 TOTAL EARNED LESS RETAINAGE \$ 260,059.00 247,056.05
(Line 4 less Line 5 Total)
- 7 LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ _____
- 8 CURRENT PAYMENT DUE \$ 260,059.00 247,056.05
- 9 BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 14,600.00

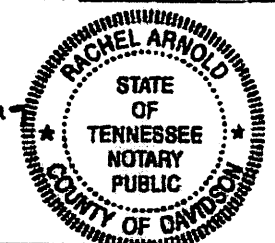
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Jeff McDougal Date: 10/31/2019

State of: Tennessee
County of: Davidson
Subscribed and sworn to before me this 31st day of October 2019



Notary Public: Rachel Arnold
My Commission expires: Nov 5, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 247,056.05

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: Ch... Date: 11/13/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 1

APPLICATION DATE: 10/30/19

PERIOD TO:

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E - F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		(G ÷ C)	(G ÷ C)		
1	Mobilization	22,889.00		22,889.00		22,889.00		0.00	0.00
2	Site Grading and Preperation	5,000.00		4,000.00		4,000.00		1,000.00	0.00
3	Concrete Sidewalk	29,348.00		28,568.00		28,568.00		780.00	0.00
4	Splash Pad, Complete	196,252.00		196,252.00		196,252.00		0.00	0.00
5	Chain Link Fence, 6' High (Including Gates)	8,350.00		8,350.00		8,350.00		0.00	0.00
6	Chain Link Fence, 4' High (Including Gates)	7,000.00		0.00		0.00		7,000.00	0.00
7	Solid Sodding	5,820.00		0.00		0.00		5,820.00	0.00
		274,659.00		260,059.00		260,059.00		14,600.00	0.00



AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-4292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G703-1992

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City of Canton

INVOICE

PO Box 1605
226 E Peace Street
Canton, MS 39046
Phone 601-859-4331

DATE: November 12, 2019
INVOICE # 2019.205
FOR: SAAB Park
Due Date: 11/30/2019

Bill To:
Madison County
ATTN: County Administrator
PO Box 608
Canton, MS 39046

DESCRIPTION	AMOUNT
SAAB Park Interlocal Agreement Design, Construction, Fixtures, and Equipment for SAAB Park	\$ 200,000.00
TOTAL	\$ 200,000.00

Make all checks payable to **City of Canton**
If you have any questions concerning this invoice, contact Phyllis Rhodes, 601-946-0484
prhodes.cfo@gmail.com