

**INTERLOCAL COOPERATION AGREEMENT BETWEEN MADISON COUNTY,  
MISSISSIPPI AND THE CITY OF RIDGELAND, MISSISSIPPI REGARDING  
THE EXCHANGE OF SERVICES TO INCLUDE ROAD GRADING AND GRASS  
CUTTING**

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into by and between the City of Ridgeland, 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 Ridgeland, Mississippi.

“County” shall mean Madison County, Mississippi.

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 exchange of services for maintenance of streets and related infrastructure.

3. This Agreement will terminate with 30 days ‘written notice from either party.

4. In order to provide for the road grading and grass cutting services, it is necessary and in the public interest for the City to cooperate with the County by entering into this Agreement.

5. It is necessary for the City and the County to enter into this Agreement in order to enable the County and the City to proceed with the Exchange of Maintenance with a clear understanding and commitment as to the nature of the County’s and City’s participation.

6. The City agrees to assume the grass cutting responsibilities on Lake Castle Road (from Autumn Woods Drive to North Livingston Road), by cutting the grass on the shoulders of the road every two weeks during the growing season. The City also agrees to assume the grass cutting responsibilities on N. Livingston Rd. (between the intersections of Lake Castle and Lake Cavalier Roads). The City agrees to maintain roadside litter and

roadside trash pick-up on Lake Castle Rd and No. Livingston Rd. from Highland Colony Parkway to Lake Cavalier Rd. In exchange the County agrees to assume the road grading (on the gravel portion of the road) on Greens Crossing Road from Rocky Hill Baptist Church to North County Line Road. Also the County agrees to assume the road grading of Rouser Road (on the gravel portion of the road) from Casmir Road to North County Line Road. The County agrees to grade these roads after each rain event but not less than twice monthly.

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 maintenance responsibility of each party.

**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.

**SECTION 4. Financing, Staffing and Supplying.** The City and the County will use its own resources to conduct the agreed maintenance activities.

**SECTION 5. Operation of Agreement and the Infrastructure Improvements.** No change.

**SECTION 6. Termination; Disposition of Property.** This Agreement will terminate on 30 days written notice from either party. At the termination of the Agreement any property owned by the City and County, respectively, shall remain their property. 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.** None required.

**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 RIDGELAND, MISSISSIPPI

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

MADISON COUNTY, MISSISSIPPI

By: \_\_\_\_\_  
President, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

(SEAL)

