

INTERLOCAL COOPERATION AGREEMENT BETWEEN MADISON COUNTY, MISSISSIPPI, AND THE CITY OF MADISON, MISSISSIPPI REGARDING THE FUNDING OF CERTAIN STREET IMPROVEMENTS LOCATED IN THE CITY OF MADISON (2021 Project Funds)

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Madison, Mississippi, a municipal cooperation 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 1975, 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 Madison, Mississippi.

"County" shall mean Madison County, Mississippi.

"Project" shall mean the rebuilding, overlay and stripping of certain streets located in the City of Madison as identified in Appendix "A" attached hereto, to the extent that the funds described herein may allow the work to be done, using construction methods and materials with, in judgment of the City, will produce the best result given said available funding.

2. The governing authorities of the City and 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. This Agreement will terminate when the Project described in Appendix "A" shall have been completed with the available funds, but no later than October 31, 2022.
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 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 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 assume the work necessary to undertake the Project. The County agrees to reimburse the City for expenses associated with the Project up to a maximum of One Hundred Eighty-Five Thousand Dollars (\$185,000.00).
8. It is in the best interests of the citizens of the City that the City enter into and execute the Agreement.
9. 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 COUNTY, THE CITY AND 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 herein.

SECTION 2. Purpose. The purpose of this Agreement is to define the respective responsibilities of the City and 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 (Annotated), and the County is authorized by Miss. Code Section 19-3-41 (Annotated) 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 Project will be undertaken and financed by the City, and upon completion, the City will thereafter assume responsibility for maintenance and upkeep of the streets. The County will reimburse the City for work done during the course of the Project on a monthly basis, not later than thirty days after delivery by the City of documentation of costs incurred. The County will reimburse the City the costs incurred in performance of work necessary

to accomplish the Project, up to a maximum of One Hundred Eighty-Five Thousand Dollars (\$185,000.00). 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, with some possible incidental work performed by City personnel and equipment. The City will complete work on the Project not later than August 31, 2022, with a final invoice to the County submitted not later than October 31, 2022, and payment made as set forth above. Any portion of the Project not completed or invoiced within this time frame will not be eligible for reimbursement of the County share of the project.

SECTION 5. Operation of the 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 January 1, 2023. 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 work is complete.

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

SECTION 8. Effective Date. This Agreement will be effective when it is approved by the respective governing bodies of the City and 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 _____ 2021.

CITY OF MADISON, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)
(Continuation of signature page)

MADISON COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

ATTEST:

Madison County Chancery Clerk

(SEAL)

APPENDIX "A"

The below streets and roads as indicated below constitute those streets and roads that are subject to improvements, as being within the definition of the "Project", as described herein. The total costs associated with the streets and roads are approximations of the costs to complete said improvements and may exceed the total funding available by County to be made in the form of reimbursements by County to City under the terms of the foregoing Agreement:

| | |
|--------------------|--------------|
| Belle Rose Circle- | \$97,456.00 |
| Audrey Lane- | \$24,000.00 |
| Lansbury Way- | \$40,000.00 |
| Perry Williams Rd- | \$44,250.00 |
| Total | \$205,705.00 |

Note: Under this Agreement the County commits the sum of \$185,000 as the maximum amount of its participation.