

**COOPERATION AGREEMENT BETWEEN MADISON COUNTY, MISSISSIPPI, AND THE CITY OF
MADISON, MISSISSIPPI, REGARDING THE FUNDING OF CERTAIN ROAD IMPROVEMENTS
LOCATED WITHIN THE CITY OF MADISON, MS**

This Cooperation Agreement (the “Agreement”) is made and entered into by and between the City of Madison, 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”), 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 reconstruction, repairing, overlaying and associated improvements 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 which, in the judgment of the City, will produce the best results given said available funding.

2. The governing authorities of the City and County desire to mutually enter an 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 improvements of streets and related infrastructure.
3. This Agreement shall terminate when the Project described in Appendix “A” shall have been completed with the available funds, but no later than December 31, 2023. Both parties understand that the term and authority of the current Madison County Board of Supervisors ends on December 31, 2023, and any continuation of the instant agreement beyond December 31, 2023, is subject to the approval of the successive board.

4. That the area within the Project known as 'Countryside Place', attached hereto as Exhibit "A" shall be completed with the assistance of the funds as provided by the County. The parties agree that the specific funds provided by the County to improve the streets and roads at Countryside Place, i.e., \$75,000.00, will not be shifted, applied or used to improve any other area within the Project, but will be directly and specifically applied to the cost of improving the streets and roads of Countryside Place.
5. 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.
6. The City and County desire to enter into this Agreement for the purpose of street repair and resurfacing which will enable 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.
7. 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.
8. 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 Nine Hundred Twenty Thousand Dollars (\$920,000.00).
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 INCONSIDERATION 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 3 herein.

Section 2. Purpose: The purpose of this Agreement is to define the respective responsibilities of the City and County, as regards the financing and completion of the Project, as defined above.

Section 3. Organization and Statutory Authority. There will be no separate legal or administrative entity created pursuant to this Agreement. The City is authorized by §21-37-3 MS Code of 1972 (Annotated), and the County is authorized by §19-3-41 MS Code of 1972 (Annotated), as well as by §65-7-85 MS Code of 1972 9 (Annotated) to exercise and to carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the

terms of this Cooperative Agreement. The authority for City and County to enter into this Cooperative Agreement is discussed within MS AG Op., Davis (December 27, 2005), which states in pertinent part:

It is the opinion of this office that an interlocal agreement between the City of Southaven and DeSoto County is not required for the county to make improvements to a city street. However, the city must consent to or enter an agreement with the county for any proposed work on city streets by the entering of an order on the minutes of both the board of aldermen and the board of supervisors in order for the county to be able to perform any type of work or assistance on a city street or road.

An interlocal agreement is not required by law but may used in addition to entering an order for such an agreement spread on the minutes of both boards by the parties to such an 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 roads and streets. The County will reimburse the City for work done during 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 Nine Hundred-Twenty Thousand Dollars (\$920,000.00). 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 December 31, 2023, with a final invoice to the County submitted not later than January 31, 2024, and payment made as set forth above. Any portion of the Project not completed or invoiced within this time frame may not be eligible for reimbursement of the County's share of the Project, unless approved by the members of the board of supervisors taking office in January 2024. The area of the Project listed on Attachment "A" known as 'Countryside Place' in the City of Madison, must also be completed by December 31, 2023, and the funds for this area of the Project (\$75,000.00), must not be shifted, transferred, applied or used by the City towards the cost of improving any other area of the Project.

Section 5. Post-Project Responsibility. Upon completion of the Project, responsibilities for maintenance and upkeep of the improved roads will be the responsibility of the City.

Section 6. Termination, Disposition or Property. This Agreement will terminate on December 31, 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 has been completed.

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

Section 8. Effective Date. This Agreement will be effective as of the date it is approved by the respective governing bodies of the City and County, and also upon the action by both bodies to place the Cooperative Agreement upon the minutes of each participating body. 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 County, on this the _____ day of _____ 2023.

For: CITY OF MADISON, MISSISSIPPI:

For: MADISON COUNTY, MISSISSIPPI

Mary Hawkins-Butler, Mayor

Gerald Steen, President
Board of Supervisors

ATTEST:

ATTEST:

City Clerk

Chancery Clerk

EXHIBIT "A"

The streets and roads listed below constitute those streets and roads that are subject to reconstruction, repair, overlay and other improvements, as being associated within the definition of the "Project", as described in the Agreement:

Name of Road and Amounts to be Reimbursed by County:

Reunion Blvd:	-\$225,000.00
Bozeman Road	- \$225,000.00
Countryside Place (from Warren Place to the dead end)	-\$75,000.00
Lake Circle, and Cypress Lake Blvd	-\$395,000.00
TOTAL: (Subject for reimbursement)	-\$920,000.00