

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
MADISON COUNTY, MISSISSIPPI, AND CANTON PUBLIC SCHOOL DISTRICT
REGARDING THE RESURFACING OF AN ATHLETIC TRACK AT NICHOLS MIDDLE SCHOOL**

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between Canton Public School District, and Madison County, Mississippi, pursuant to the Mississippi Interlocal Cooperation Act of 1975, Mississippi Code Annotated §17-13-1, et seq., as amended (the "Interlocal Act"), on the date set forth hereinafter.

RECITALS

WHEREAS, the Canton Public School District and Madison County agree, find, and determine as follows:

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:

"County" shall mean Madison County.

"School District" shall mean the Canton Public School District.

"Project" shall mean the resurfacing of an existing athletic track, used for track and field activities at Nichols Middle School in Canton, MS., wherein County agrees to resurface the existing track using labor, material and equipment from the Madison County Road Department.

1. The governing authorities of the School District and the County desire to enter a joint effort to make the most efficient use of their powers and enable them to enhance the general welfare of the School District and the County through improvements to the existing track and related recreational infrastructure.
2. As to the participation of the County, this Project will terminate when the asphalt resurfacing of the existing athletic track has been completed, but no later than December 31, 2023. As to the participation of the School District, this Project will also terminate when said improvements to the track are complete, but no later than December 31, 2023.
3. To provide for the resurfacing of and improvements to the track, it is necessary and in the public interest for the County to cooperate with the School District by entering into this Agreement.
4. The School District and the County desire to enter into this Agreement for the purposes of improvements to the athletic track which will enhance the general welfare of the County and the School District by providing recreational infrastructure for the residents

of the County, for the students of the School District. See Exhibit A - Request Letter from Gary Hannah, Superintendent, Canton Public Schools.

5. It is necessary for the School District and the County to enter into this Agreement to enable the School District to proceed with the Project with a clear understanding and commitment as to the nature of the County's participation.
6. The School District agrees to assume the responsibility of maintaining the track after its resurfacing by the County. The County agrees to resurface the existing track at Nichols Middle School, using its own labor, materials, and equipment, with no reimbursement expected from the School District for any activity by the County in the Project. See the approval of the County as per its Minutes of May 15, 2023, attached hereto as Exhibit B.
7. It is in the best interest of the citizens of the County that the County approve and execute this Agreement.
8. It is in the best interest of the School District that the School District approve and execute this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE, AND THE MUTUAL BENEFITS ACCRUING TO THE SCHOOL DISTRICT AND THE COUNTY, THE SCHOOL DISTRICT AND THE COUNTY 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 School District and the 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 County is authorized by Mississippi Code Annotated §§17-1-3 and 55-9-1 to expend public funds for the purpose of improving parks and recreational facilities within the county. The School District is empowered pursuant to Mississippi Code Annotated §37-7-301(c), as trustees of the real property and improvements thereon, and by statute, are charged as custodians of the school property, and as such are directed to manage control and care for the same. MS AG Op Smith, WL 247505 (January 20, 1984).

SECTION 4. Staffing and Support. The Project will be undertaken and financed by the County. The County will supply labor, materials, and equipment through its Road Department to resurface the existing track at Nichols Middle School, for an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00.) The County will not be responsible for any additional financial support to accomplish the Project. School District will be responsible for maintaining the refurbished athletic

track. There is no expectation by either party to this Agreement that the County will reimburse any expenses to School District in the Project to maintain the Project.

SECTION 5. Operation of the Agreement and Infrastructure Improvements. Upon completion of the Project, responsibility for maintenance and upkeep will be the sole responsibility of School District.

SECTION 6. Termination. This Agreement will terminate on December 31, 2023, unless continued by approval of the Madison County Board of Supervisors, operating in its new term, beginning January 1, 2024. Due to the nature of the Agreement, there will be no surplus funds of property to be disposed of when the Project is completed.

SECTION 7. Amendment. This Agreement may be amended at any time by the mutual consent of the County, and School District 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 School District and the County, and by the Mississippi Attorney General. The initial term of this Agreement shall commence on the effective date hereof and the County is authorized to undertake resurfacing of the athletic track upon the effective date of this Agreement.

WITNESS THE SIGNATURES of the duly authorized officers of the School District and the County as of the date that each officer has signed the Agreement.

Canton Public School District

Madison County Board of Supervisors

By:

By:

Gary Hannah, Superintendent

Gerald Steen, President

Attestation:

Attestation:

By:

By:

Clerk of School District

Ronny Lott, Chancery Clerk