

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
MADISON COUNTY, MISSISSIPPI, AND MADISON AVENUE LOWER ELEMENTARY SCHOOL
REGARDING THE DEMOLITION OF AND SUBSEQUENT IMPROVEMENTS TO
THE ELEMENTARY SCHOOL PLAYGROUND**

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between Madison Avenue Lower Elementary School, a public elementary school, as approved by the Madison County Board of Education, 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 Public School and 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.

"Public School" shall mean the Madison Elementary Lower Elementary School.

"School District" shall mean the Madison County Public School District or Madison County Board of Education.

"Project" shall mean the demolition of an existing playground located at Public School and the subsequent improvement and construction of a new playground at Public School, wherein County will demolish the existing playground and playground equipment using its own labor and equipment under management of the Madison County Road Department, and wherein Public School will construct a new playground using construction methods and materials with, in judgment of the Public School and approval of School District, will produce the best result given said available funding.

1. The governing authorities of the Public School 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 Public School, the Public School District and County through improvements to the public-school playground, and related infrastructure.
2. As to the participation of County, this Project will terminate when the demolition of the existing playground has been completed, but no later than December 31, 2023. As to the participation of the Public School, this Project will terminate when improvements of the new playground are complete, or after having received approval and funding of the Project by the Public School District, but no later than December 31, 2023.

3. To provide for the demolition of and improvements to the playground, it is necessary and in the public interest for the County to cooperate with the Public School and School District by entering into this Agreement.
4. The Public School and County desire to enter into this Agreement for the purposes of improvements to the public-school playground which will enhance the general welfare of County and the Public School by providing recreational outlets and structures for the children of the County, for the minor children of the Public School, and the citizens at large. See Exhibit A, attached hereto (Request Letter from Public School.)
5. It is necessary for the Public School and County to enter into this Agreement to enable the Public School and School District to proceed with the Project with a clear understanding and commitment as to the nature of the County's participation.
6. The Public School, with the approval and authorization of the School District, agrees to assume the work necessary to undertake the Project. See the approval of School District as per its Approval Agenda of April 3, 2023 (Item #15), and its Minutes of _____, 2023, as Exhibit "B" hereto. The County agrees to demolish the existing playground, using its own labor and equipment, with no reimbursement expected from the Public School for any activity by the County in the Project. See the approval of the Madison County Board of Supervisors as per its Minutes of April 17, 2023, attached hereto as Exhibit "C".
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 Public School and School District that the Public School and School District approve and execute this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE, AND THE MUTUAL BENEFITS ACCRUING TO THE PUBLIC SCHOOL AND THE COUNTY, WITH THE APPROVAL OF THE SCHOOL DISTRICT, THE PUBLIC SCHOOL 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 Public School and the County, with approval of the School District, 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, and by implication the Public School, are empowered pursuant to Mississippi Code Annotated §37-7-301(c), as trustees of the real property and improvements thereon, “including the playground equipment,” 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 Public School, School District and County. County will supply labor and equipment through its Road Department to demolish the existing playground and will not be responsible for any additional financial support to accomplish the Project. Public School and School District will be responsible for financing, erecting, and maintaining the new playground. There is no expectation by either party to this Agreement that County will reimburse any expenses to Public School and School District in the Project to construct, erect, and maintain the Project. Inasmuch as the County will not be responsible for financing any aspect of the Project beyond demolishing the existing playground (playground equipment), and will do so through action of its Road Department, and inasmuch as School District has not as yet approximated or allocated the cost of constructing a new playground at Public School, the parties agree that there need not be any approximation of cost at the time this Agreement is executed.

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 Public School and 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 County, Public School 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 Public School, School District and 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 demolition of the playground upon the effective date of this Agreement.

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

[Signature Page follows]

Madison Avenue Lower Elementary School

By _____
Dr. Melissa Philley, Principal

Madison County Board of Education

By _____
Dr. Charlotte Seals, Superintendent

Attestation

By _____
Clerk of School District

Madison County Board of Supervisors

By _____
Gerald Steen, President

Attestation

By _____
Ronny Lott, Chancery Clerk