

COOPERATION AGREEMENT BETWEEN MADISON COUNTY, MISSISSIPPI, AND THE CITY OF FLORA, MISSISSIPPI, REGARDING THE UPGRADE OF WATER INFRASTRUCTURE LOCATED WITHIN THE COUNTY FOR THE BENEFIT OF COUNTY AND CITY RESIDENTS

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

“County” shall mean Madison County, Mississippi.

“Project shall mean the installation of fifteen (15) fire hydrants within the county intended as upgrades to the water infrastructure for the benefit of water customers of city and county, 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 the water 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 October 30, 2023.
4. In order to provide for the water 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 purpose of installing upgrades to water infrastructure 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.
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 Seventy-Three Thousand Five Hundred Dollars (\$73,500.00).
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 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.)

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 fire hydrants and related water infrastructure. The County will reimburse the City for work done on the Project, pursuant to Invoice submitted to County at the completion of the Project. The County will reimburse the City the costs incurred in performance of work necessary

to accomplish the Project, up to a maximum of Seventy-Three Thousand Five Hundred Dollars (\$73,500.00.) Any additional costs incurred will be the responsibility of the City and will not be reimbursed by the County. City will perform the work primarily through the use of contractors, or with City employed labor and staffing. The City will complete work on the Project not later than October 30, 2023, with a final invoice to the County submitted not later than November 30, 2023, with payment made by December 30, 2023. 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.

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

Section 6. Termination, Disposition or Property. This Agreement will terminate on November 30, 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 and remain dedicated to the County, as the Project area lies within the County.

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 by the parties.

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 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 FLORA, MISSISSIPPI:

For: MADISON COUNTY, MISSISSIPPI

Les Childress, Mayor
Gerald Steen, President

Gerald Steen, President
Board of Supervisors

ATTEST:

City Clerk

ATTEST:

Ronny Lott
Chancery Clerk

EXHIBIT "A"

PROJECT DESCRIPTION:

The Water Infrastructure Project shall consist of the installation of Fifteen (15) Fire Hydrants, including Gate Valves and Boxes, at an estimated cost of \$4,900 each, for a total of \$73,500.00. The purpose of the Project is to improve safety and for increased fire protection within the City and County to benefit the residents of City and County.

Both parties agree that the fire hydrants are situated within the jurisdiction of Madison County and shall remain as the property of the county. The installation of the fire hydrants shall be undertaken by City of Flora, using contractors or by labor employed by the city.