

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

This Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Gluckstadt, 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 Gluckstadt, 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 Gluckstadt, as identified in Appendix "A" attached hereto, to the extent that the funds 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 City and County entered into a Cooperation Agreement regarding the funding of certain road improvements located within the City on April 17, 2023, in which the City agreed to assume the work necessary to undertake the improvements and the County agreed to reimburse the City for expenses associated with the improvements up to a maximum of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00).
3. The total cost of the improvements was Two-Hundred Seventy-Five Thousand Four-Hundred Sixty-Nine Dollars and Sixty Cents (\$275,469.60) leaving Forty-Nine Thousand Five-Hundred Thirty Dollars and Forty Cents (\$49,530.40) remaining from the Three Hundred Twenty-Five Thousand Dollars (\$325,000.00).

4. 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.
5. 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, 2024.
6. 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 Amended Agreement.
7. 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 County.
8. 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.
9. 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 Forty-Nine Thousand Five-Hundred Thirty Dollars and Forty Cents (\$49,530.40).

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 3 herein.

Section 2. Purpose: The purpose of this Agreement is to define the respective responsibilities of the City and County, as regards to 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) to exercise and to carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement. The authority for City and County to enter into this Cooperative Agreement is discussed within MS AG OP., *Davis* (December 27, 2007).

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 all work done during the course of the Project, on a monthly basis, not later than thirty (30) 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 Forty-Nine Thousand Five-Hundred Thirty Dollars and Forty Cents (\$49,530.40). 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, 2024, with a final invoice to the County submitted not later than January 31, 2025, 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's share of the Project.

Section 5. Post-Project Responsibilities: 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 December 31, 2024. 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 mutually entered into by the parties pursuant to the provisions of this Cooperation Agreement.

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 signed Cooperation 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: CIT OF GLUCKSTADT, MISSISSIPPI:

For: MADISON COUNTY, MISSISSIPPI:

Walter Morrison, IV,
Mayor

Gerald Steen, President
Board of Supervisors

ATTEST:

City Clerk

[SEAL]

ATTEST:

Chancery Clerk

[SEAL]

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:

Muirfield Place

Eastfield Place

Wayfield Cove

Total for Road: \$49,530.40