

COOPERATION AGREEMENT BETWEEN MADISON COUNTY, MISSISSIPPI, AND THE CITY OF FLORA, MISSISSIPPI, REGARDING THE PAVING OF AND IMPROVEMENTS TO SPECIFIC ROADS WITHIN THE CITY OF FLORA WITH SAID PAVING BEING COMPLETED BY COUNTY

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 paving of and improvement to certain roads as specified within Exhibit "A" herein.

2. The governing authorities of the City and County desire to mutually enter an effort to achieve the most efficient and economic use of their powers and resources, and to enable them to enhance the general welfare of the City and County and the citizens of each, through the improvements as specified herein.
3. This Agreement shall terminate when the Project described in Exhibit "A" shall have been completed, but no later than December 30, 2023. If said project shall not have been completed by December 30, 2023, it shall commence under the authority of the new board of supervisors, sitting in term of office beginning January 2024, unless said project shall be disapproved by said 2024 board of supervisors.
4. In order that City can achieve maximum cost savings, City and County have agreed that County shall conduct the work necessary to pave the specified roads within City, with the cost of same being reimbursed to County by City. It has been determined that the public

interest would best be served by entering into this arrangement as specified in the Agreement.

5. The City and County desire to enter into this Agreement for the purpose of paving and achieving improvement to the City's road system, which will inure to the general welfare of the City and the County, and to the citizens of each, and consequently for the economic development of the City and the County.
6. It is necessary for the City and County to enter into this Agreement to enable the County to proceed with the Project with a clear understanding and commitment as to the nature of the City's participation, as reimbursement entity.
7. The County agrees to assume the work necessary to undertake the Project. City agrees to reimburse the County for expenses associated with the Project, up to a maximum of One Hundred Twenty-Five Thousand One Hundred Thirty-Five Dollars (\$125,135.00.)
8. It is in the best interests of the citizens of City, that City would enter into and execute the Agreement.
9. It is in the best interests of the citizens of County, that County would 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 constructed and undertaken by the County, and upon completion, the City will thereafter assume responsibility for

maintenance and upkeep of the streets that are the subject of this Agreement. City will reimburse the County for work done on the Project, pursuant to invoice submitted by County at the completion of the Project. City will reimburse County up to One Hundred Twenty-Five Thousand One Hundred Thirty-Five Dollars (\$125,135.00), representing the costs incurred in performance of work necessary to accomplish the Project. Any additional costs incurred will be the responsibility of the City. County will perform the work primarily using contractors, or with County employed labor and staffing. County will complete work on the Project not later than December 30, 2023, with a final invoice to City submitted not later than January 1, 2024, with payment made as set forth above.

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

Section 6. Termination, Disposition or Property. This Agreement will terminate on December 30, 2023. At the termination of the Agreement, any property and/or equipment owned by the City and County, respectively, shall remain their property. The finished Project shall remain dedicated to City. Due to the nature of the Agreement, it is anticipated that 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 City and County, by an agreement entered into 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
City of Flora

Gerald Steen, President
Board of Supervisors

ATTEST:

City Clerk

ATTEST:

Ronny Lott
Chancery Clerk

EXHIBIT "A"

PROJECT DESCRIPTION:

The Project shall consist of paving and improvements to the following streets, roads, and public lots within the City of Flora, comprising a cost of up to One Hundred Twenty-Five Thousand One Hundred Thirty-Five Dollars (\$125,135.00):

-Mansker Drive

-Sheppard Street

-Estes Street

-Kirk Circle

-Carter Street

-City Hall Parking Lot