

**COOPERATION AGREEMENT BETWEEN MADISON COUNTY, MISSISSIPPI, AND THE CITY OF CANTON
MISSISSIPPI, REGARDING THE FUNDING OF CERTAIN ROAD IMPROVEMENTS LOCATED WITHIN THE
CITY OF CANTON (MADISON COUNTY 2024 ROAD PLAN)**

This Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Canton, 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"), pursuant to §65-7-83 MS Code of 1972 (Annotated), and pursuant to MS AG Op., Davis (December 27, 2005), authorizing municipalities and counties to enter into mutual agreements to maintain roads that neither intersect or continue into county roads."

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 Canton, 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 Canton, Mississippi, as identified in Appendix "A" attached hereto, to the extent that the funds described herein may allow the work to be done, using construction methods and materials, which in judgment of the City, will produce the best results given available funding.

2. The governing authorities of the City and County desire to enter into a joint effort to make the most efficient use of their powers, enabling them to enhance the general welfare of the City and County, and the citizens of each, through the improvement of streets and related infrastructure.
3. This Agreement will terminate when the Project described in Appendix "A" shall have been completed with the available funds, but no later than December 31, 2024.

4. 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 Agreement.
5. The City and County desire to enter into this Agreement for the purposes of street repair and resurfacing, which will enhance the general welfare of the citizens of both City and County, and consequently, will promote the economic development of the City and 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 complete the Project. The County agrees to reimburse the City for expenses associated with the Project up a maximum of Two Hundred Forty-One Thousand Three Hundred Ninety-Seven Dollars (\$241,397.00.)
8. It is in the best interests of the citizens of the City that the City would enter into and execute the Agreement.
9. It is in the best interests of the citizens of the County that the County would enter into and execute the Agreement.

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 6 herein.

Section 2. Purpose. The purpose of the Agreement is to define the respective responsibilities of the City and County regarding 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 carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of the Agreement.

Section 4. Financing, Staffing and Supplying: The Project will be undertaken and financed by 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 work done during the Project, monthly, not later than thirty-days after delivery by the City of documentation of costs incurred. The County will reimburse the City the costs incurred in performance of the work necessary to accomplish the Project, up to a maximum of Two Hundred Forty-One Thousand Three Hundred Ninety-Seven Dollars (\$241,397.0000.) Any additional costs incurred in the Project will be the responsibility of City and will not be reimbursed by the County. The City will perform the work primarily through the use of contractors, with some 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 no later than January 31, 2025. Any portion of the Project not completed or invoiced within this time frame will not be eligible for reimbursement of the County's cost share of the Project.

Section 5. Termination and Disposition of Property: This Agreement will terminate on December 31, 2024. County will accept final invoice submissions from City until January 31, 2025. At the termination of the Agreement any property owned by the City and County, respectively, shall remain their property. The completed 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 6. Amendment: This Agreement may be amended at any time by the mutual consent of the City and County, which shall be in writing, and approved by both bodies and being included on the minutes, respectively.

Section 7. Effective Date: This Agreement shall be effective as of the date it is approved by the respective governing bodies of the City and County, entered upon the official minutes of both governing bodies, and with said minutes being subsequently acknowledged by both bodies.

Both parties understand and agree, pursuant to §65-7-83 MS Code of 1972 (Annotated), that in accordance with MS AG Op., *Davis* (December 7, 2005), it is not necessary that this Cooperative Agreement be presented to the Office of the Mississippi Attorney General for its general review and consideration, and that each governing authority will mutually abide by all terms and conditions hereinabove.

WITNESS the signatures of the duly authorized officers of the City and the County on this the ____ day of _____, 2024.

For: CITY OF CANTON, MISSISSIPPI

For: MADISON COUNTY, MISSISSIPPI

By: _____

William Truly, Mayor

Gerald Steen, President,

Board of Supervisors

ATTEST:

ATTEST:

City Clerk

Chancery Clerk

(SEAL)

(SEAL)

APPENDIX A”

The below streets and roads, being within the City of Canton, are those streets and roads that constitute the Project” as defined within the Cooperative Agreement between the City of Canton, Mississippi, and Madison County, Mississippi, to-wit:

- 1. East Academy St. \$82,816.00
- 2. East Semmes St. \$31,800.00
- 3. Montgomery Lane \$27,000.00
- 4. Smith Vaniz Court. \$19,337.00
- 5. South Monoe St./Kathy Circle \$80,444.00

TOTAL: \$241,397.00

