

**COOPERATION AGREEMENT BETWEEN MADISON COUNTY, MISSISSIPPI, AND THE CITY OF RIDGELAND, MISSISSIPPI, REGARDING IMPROVEMENTS TO A SPECIFIC ROAD WITHIN THE CITY OF RIDGELAND, PURSUANT TO THE DESIGNATED ROAD PLAN ADOPTED BY MADISON COUNTY**

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

“County” shall mean Madison County, Mississippi.

“Project shall mean the paving of and improvement to certain road 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 31, 2024. If said project shall not have been completed by December 31, 2024, the parties may extend this agreement through mutual agreement of the parties.
4. 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.

5. It is necessary for the City and County to enter into this Agreement to enable the City to proceed with the Project with a clear understanding and commitment as to the nature of the County's participation, as reimbursement entity.
6. The City agrees to assume the work necessary to undertake the Project. County agrees to reimburse the City for expenses associated with the Project, up to a maximum of Four Hundred Fifty Thousand Dollars (\$450,000.00.)
7. It is in the best interests of the citizens of City, that City would enter and execute the Agreement.
8. It is in the best interests of the citizens of County, that County would enter 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 City, though vendors contracted by City, or through city generated labor, equipment and resources, and upon completion, the City will thereafter assume responsibility for maintenance and upkeep of the road that is the subject of this Agreement. County will reimburse City for work done on the Project, pursuant to the invoice(s) submitted by City, monthly, until completion of the Project. County will reimburse City up to a maximum of Four Hundred Fifty Thousand Dollars (\$450,000.00), representing the estimated costs to be incurred in performance of work necessary to accomplish the Project. Any additional costs incurred will be the responsibility of the City.

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 31, 2024. At the termination of the Agreement, any property and/or equipment owned by the City and County (if any), 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 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 \_\_\_\_\_ 2024.

For: CITY OF RIDGELAND MISSISSIPPI:

For: MADISON COUNTY, MISSISSIPPI

\_\_\_\_\_  
Gene McGee, Mayor

\_\_\_\_\_  
Gerald Steen, President  
Board of Supervisors

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Ronny Lott  
Chancery Clerk

## **EXHIBIT "A"**

### **PROJECT DESCRIPTION:**

The Project shall consist of paving and improvements to the following road within the City of Ridgeland comprising a contribution-cost by Madison County, MS, of up to Four Hundred Fifty Thousand Dollars (\$450,000.00.)

- North Livingston Road within City of Ridgeland (up to Hwy 463)