

**COOPERATION AGREEMENT BETWEEN MADISON COUNTY, MISSISSIPPI, AND THE CITY OF
GLUCKSTADT, MISSISSIPPI, REGARDING THE PATCHING, PAVING AND CONTINUING
MAINTENANCE OF THAT PORTION OF “STOUT ROAD” LYING WITHIN THE MUNICIPAL LIMITS
OF GLUCKSTADT WITH SAID PAVING ACTIVITES BEING COMPLETED BY COUNTY**

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 paving of and improvement to certain roads as specified within Exhibit “A”, namely that portion of Stout Road that lies within the municipality of City, but which traverses the joint jurisdictions of City and County.

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 which provides for improvements and maintenance of a portion of Stout Road shall terminate on December 30, 2027, and could be extended by mutual agreement of the governing authorities in office at that time.
4. In mutual recognition that the damage to the subject portion of Stout Road has occurred, over time, by heavy traffic precipitated by construction activities permitted and approved by County, City and County have agreed that County shall conduct the work

necessary to patch and pave the specified road within City, through the direct and continued use of County labor and equipment. It has been determined that the public interest would best be served by entering this arrangement as specified in the Agreement.

5. 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 City's participation by City and County.
6. The County agrees to assume the work necessary to undertake the Project. The County agrees to maintain the area of Stout Road that is the subject of this Agreement. City agrees to provide traffic control to facilitate the safe and expeditious completion of work done by County, on an as-needed basis. City will also monitor the anticipated deterioration of Stout Road and agrees to alert County when said repairs are needed. It is estimated that the expenses associated with the Project will be up to a maximum of One Hundred Thousand Dollars (\$100,000.00.)
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 undertaken by the County, using labor and equipment provided by County. No reimbursement or financial contribution other than expenses incident to “traffic control” and monitoring will be required of City. County acknowledges that the damage to that portion of Stout Road, which is the subject of this Agreement, occurs primarily due to the permitting authority of County, for development activities within the County, and the heavy construction traffic that results therefrom which crosses onto an area of Stout Road, lying within the municipality of City. It is estimated that One Hundred Thousand Dollars (\$100,000.00), reasonably represents costs to be incurred in performance of work necessary to accomplish the Project. The Project, including regular maintenance will continue until December 30, 2007, and can be extended by mutual agreement of the parties at that time.

Section 5. Termination, Disposition or Property. This Agreement will terminate on December 30, 2027. At the termination of the Agreement, any property and/or equipment owned by the City and County, respectively, shall remain their property. 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 _____ 2024.

For: **CITY OF
GLUCKSTADT, MISSISSIPPI:**

For: **MADISON COUNTY, MISSISSIPPI**

Walter C. Morrison IV
Mayor

Gerald Steen, President
Board of Supervisors

ATTEST:

City Clerk

ATTEST:

Ronny Lott
Chancery Clerk

EXHIBIT "A"

PROJECT DESCRIPTION:

The Project shall consist of patching, paving and improvements to that portion of Stout Road that lies within the City of Gluckstadt comprising a cost of up to One Hundred Thousand Dollars (\$100,000.00)