

**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, MISSISSIPPI**

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”), 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 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 as identified in Appendix “A” attached hereto, namely Calhoun Station road, to the extent that the funds described herein may allow the work to be done, using construction methods and materials which, in the judgment of the County, will produce the best results given said available funding.

2. 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.
3. 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, 2025.
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 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 the County.
6. It is necessary for the City and County to enter into this Agreement in order to enable the County to proceed with the Project with a clear understanding and commitment as to the nature of the county's participation.
7. The County agrees to assume the work necessary to undertake the Project, with the assistance and cooperation of the Road Department of the City, including traffic control. County agrees to expend up Ten Thousand Dollars (\$10,000.00) for this Project.
8. It is in the best interests of the citizens of the City that the City would enter in to 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 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) 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.

Section 4. Financing, Staffing and Supplying. The Project will be undertaken and financed by the County, with the assistance and cooperation of the Road Department of the City, and upon completion, the City will thereafter assume responsibility for maintenance and upkeep of the roads and streets. The County will expend up to a maximum of Ten Thousand Dollars (\$10,000.00). Any additional costs incurred will be the responsibility of the City and will not be borne or reimbursed by the County. The County will perform the work primarily using the county personnel and equipment. The City will perform the work primarily using city personnel and equipment. County will complete work on the Project not later than December 31, 2025.

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 on December 31, 2025. At the termination of the Cooperative 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 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. 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 CANTON, MISSISSIPPI:

For: MADISON COUNTY, MISSISSIPPI

William Truly, Mayor

Gerald Steen, President
Board of Supervisors

ATTEST:

ATTEST:

City Clerk

Chancery Clerk

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:

Project Roads and Allocated Amounts:

Calhoun Station Road	\$10,000.00
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