

**COOPERATION AGREEMENT BETWEEN MADISON COUNTY, MISSISSIPPI, AND THE CITY OF
RIDGELAND, MISSISSIPPI, REGARDING THE IMPROVEMENT AND MAINTENANCE OF
WHEATLEY ROAD WITHIN THE MUNICIPAL LIMITS OF RIDGELAND**

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 roads as specified within Exhibit "A", namely Wheatley Road within the municipality of City.
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 Wheatley Road shall terminate on December 30, 2025, and can be extended by mutual agreement of the governing authorities.
4. It is necessary for the City and County to enter into this Agreement to enable the City and County to proceed with the Project with a clear understanding of the mutual commitment by City and County.

5. City agrees to undertake the work necessary to achieve the Project. County agrees to provide funding to City to undertake the work, up to a maximum of Three Million Dollars (\$3,000,000.) City will invoice County for the cost of work performed on Wheatley Road in regular increments during the work process period. Upon receipt of the invoice from City the County will remit payment to City within a period of thirty (30) days.
6. It is in the best interests of the citizens of City, that City would enter and execute the Agreement.
7. 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 (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 under the authority of City, using labor and equipment provided by City, or utilizing vendors contracted by City. It is estimated that Three Million Dollars (\$3,000,000) reasonably represents the costs to be incurred in performance of work necessary to accomplish the Project. The County will provide to City said sum through invoices submitted by City to County during the Project work period. The County will remit payment within 30-days pursuant to receipt of invoice submitted by City. Project shall be completed by December 30, 2025, or earlier, but this deadline 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, 2025. 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 6. 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 7. 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: 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 improvements to Wheatley Road, a street that lies within the City of Ridgeland, MS, comprising a cost of up to Three Million Dollars (\$3,000,000.00)