COOPERATION AGREEMENT BETWEEN MADISON COUNTY, MISSISSIPPI, AND THE CITY OF RIDGELAND, MISSISSIPPI, REGARDING THE FUNDING OF CERTAIN ROAD IMPROVEMENTS LOCATED IN THE CITY 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"), pursuant to §65-7-83 MS Code 0f 1972 (Annotated), and pursant 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 Ridgeland, 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 Ridgeland, and ditches, 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 with, in judgment of the City, will produce the best results given said available funding.

1. The governing authorities of the City and County desire to enter into a joint 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 improvement of streets and related infrastructure.

1. 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, 2026

1. 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.

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1. 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 City and the County and the citizens of each, and consequently, the economic development of the City and the County.

1. 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.

1. The City agrees to assume the work necessary to undertake the Project. The County agrees to reimburse the City for expenses associated with the Project up to a maximum of One Million Thirty Thousand Dollars ($1,030,000.00).

1. It is in the best interests of the citizens of the City that the City would enter into and execute the Agreement.

1. 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 this Agreement is to define the respective responsibilities of the City and County with regard to 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 Miss. Code §21-37-3 (Annotated), and the County is authorized by Miss. Code §19-3-41 (Annotated), to exercise and 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 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 course of the Project on a monthly basis, 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 work

necessary to accomplish the Project, up to a maximum of One Million Thirty Thousand Dollars ($1,030,000.00). Any additional costs incurred will be the responsibility of the City and will not be reimbursed by the County. The City will perform the work primarily through the use of contractors, with some possible incidental work performed by City personnel and equipment. The City will complete work on the Project not later than December 31, 2026, with a final invoice to the County submitted not later than January 31, 2027, with payment to be made as set forth above. Any portion of the Project not completed or invoiced within this time frame will not be eligible for reimbursement of the County share of the project.

Section 5. Post-Project Responsibilities. Upon completion of the Project, responsibility for maintenance and upkeep will be the responsibility of the City.

Section 6. Termination, Disposition of Property. This Agreement will terminate on December 31, 2026. County agrees to allow city until January 31, 2027, to submit any remaining and final invoices. At the termination of the 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 into pursuant to the provisions of the Interlocal Act.

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, entered upon the official minutes of both governing bodies, and with said minutes being subsequently approved by both bodies.

Both parties agree, pursuant to MS AG Op., *Davis* (December 27, 2005), and §65-7-83 MS Code of 1972 (Annotated), that it is not necessary that this Cooperative Agreement be tendered to the Office of the Mississippi Attorney General for its general review and consideration, and that each body will mutually abide by all terms and conditions hereinaboave.

WITNESS the signatures of the duly authorized officers of the City and the County on this _____day of _____, 2025.

For the **CITY OF RIDGELAND, MISSISSIPPI**

By: _____
    Hon. Gene McGee

ATTEST:

_____
Ridgeland City Clerk

      (SEAL)

              For: **MADISON COUNTY, MISSISSIPPI**

            By: _____
              Hon. Gerald Steen, President
              Board of Supervisors

ATTEST:

_____
Ronny Lott
Madison County Chancery Clerk

      (SEAL)

APPENDIX "A"

The below streets and roads as indicated below constitute those streets and roads, and ditches that are subject to reconstruction, repair, overlay, and other improvements, as being associated within the definition of the "Project", as described herein. It should be noted that the total costs associated with improvement of the streets and roads herein as constituting the "Project" may exceed the total funding available by County. Those streets included in the Project within the City of Ridgeland, Mississippi, are as follows:

      1.   Old Agency Road Ditch Restoration /Road Protection $150,000.00

      2.   Old Agency Road (North Livingston to Patterson Crossing) $210,000.00

      3.   Old Agency Road (Patterson Crossing to Old Agency Parkway) $125,000.00

      4.   Post Road (Rice Road to Yacht Club Road) $95,000.00

      5.   Livingston Road Striping $180,000.00

      6.   McClellan Drive Paving and Striping $75,000.00

      7.   Centre Street Paving and Striping $195,000.00

      Total : $1,030,000.00