

**AMENDED COOPERATION AGREEMENT BETWEEN MADISON COUNTY, MISSISSIPPI
AND THE TOWN OF FLORA, MISSISSIPPI REGARDING THE PAVING OF POCAHONTAS
ROAD**

The Cooperation Agreement (the "Agreement") is made and entered into by and between the Town of Flora, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the "Town"), and Madison County, Mississippi, a political subdivision of the State of Mississippi (the "County"), on the date set forth hereinafter.

RECITALS:

WHEREAS, the Town 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:
"Town" shall mean the Town of Flora, Mississippi.
"County" shall mean Madison County, Mississippi.
"Project" shall mean the overlay of Pocahontas Road in the Town of Flora, to the extent that the funds described herein may allow the work to be done, using construction methods and materials and vendors, which, in the judgment of the Town, will produce the best result given the funding available.
2. The governing authorities of the Town and the 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 Town and County and the citizens of each through the improvement of streets and related infrastructure.
3. The term of this Agreement shall extend through **December 30, 2026**.
4. In order to provide for the infrastructure improvements, it is necessary and in the public interest for the Town to cooperate with the County by entering into this Agreement.
5. The Town and the County desire to enter into this Agreement for the purposes of street repair and resurfacing which will enhance the general welfare of the Town and the County and the citizens of each, and, consequently, the economic development of the Town and the County.
6. It is necessary for the Town and the County to enter into this Agreement in order to enable the Town to proceed with the Project with a clear understanding and commitment as to the nature of the County's participation.
7. Pursuant to its authority, the Town has selected a contractor to construct the Project (namely **AJ Construction, Inc.**), and an engineer to perform Construction Engineering and Inspection services (CE&I) for the Project (namely Neel Schaffer) and the County agrees to pay out of county funds twenty percent (20%) of the invoice amounts for these services to Town of Flora

that will in turn be used as part of the overall amount paid to the vendors for the work done on behalf of the Town of Flora and County. The cost of Project is anticipated to be Seven Hundred Seventy-Four Thousand Four Hundred Eighty-Five Dollars (\$774,485.00) with the county agreeing to pay up to One Hundred Fifty-Four Thousand Eight Hundred Ninety-Seven Dollars (\$154,897.00) and constitutes the maximum amount that County will provide to accomplish the Project.,

8. It is in the best interests of the citizens of the Town that the Town enter into and execute the Agreement.
9. It is in the best interests of the citizens of the County that the County enter into and execute the Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE TOWN AND THE COUNTY, THE TOWN AND THE 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 hereof.

SECTION 2. Purpose. The purpose of this Agreement is to define the respective responsibilities of the Town and the County with regard to the financing and completion of the Project, as defined above.

SECTION 3. Organization; Statutory Authority. There will be no separate legal or administrative entity created pursuant to this Agreement. The Town is authorized by Miss. Code Section 21-37-3 and County is authorized by Miss. Code Section 19-3-41 (Annotated) as well as by Section 65-7-85 MS Code of 1972 (Annotated) to exercise and 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 Town and County to enter into this Cooperative Agreement is discussed within AG Op., Davis (December 27, 2005.)

SECTION 4. Financing, Staffing and Supplying. The Project will be undertaken pursuant to the administration, oversight, management, and contracting authority of the Town of Flora. Madison County agrees to pay out of county funds twenty percent (20%) of the invoice amounts for these services to Town of Flora that will in turn be used as part of the overall amount paid to the vendors for the work up to an amount of One Hundred Fifty-Four Thousand Eight Hundred Ninety-Seven Dollars (\$154,897.00) Upon completion, the Town will thereafter assume responsibility for maintenance and upkeep of the Project (Pocahontas Road.) This financial contribution by the County is intended to serve as matching funds for monies requested from the Jackson Metropolitan Planning Organization ("JMPO") by the Town of Flora for this Project. The vendor is expected to complete the work on the Project not later than **December 30, 2026**. This date represents completion of the Project, but can be extended by mutual agreement of the parties.

SECTION 5. Operation of Agreement and the Infrastructure Improvements. Upon completion of the Project, responsibility for maintenance and upkeep will be the responsibility of the Town of Flora.

SECTION 6. Termination; Disposition of Property. This Agreement will terminate on or about **December 30, 2026**, but can be extended by mutual agreement of the parties. At the termination of the Agreement any property owned by the Town and County, respectively, shall remain their property. The finished Project shall be dedicated to the Town. Due to the nature of the agreement, there will be no surplus funds or property to be disposed of when the project is complete.

SECTION 7. Amendment. This Agreement may be amended at any time by the mutual consent of the Town and the County by an agreement entered into pursuant to the provisions of the Interlocal Act.

SECTION 8. Manner of Acquiring, Holding and Disposing of Property: Cooperation Concerning Property Matters. The Town has acquired or will acquire all property needed for the Project.

SECTION 9. Effective Date. This Agreement will be effective as of the date it is approved by the respective governing bodies of the Town and the County and placed upon the official minutes of each body.

WITNESS the signatures of the duly authorized officers of the Town and the County as of the _____ day of _____, 2025.

TOWN OF FLORA, MISSISSIPPI

By: _____
Leslie Childress, Mayor

ATTEST:

Town Clerk

(SEAL)

MADISON COUNTY, MISSISSIPPI

By: _____
Gerald Steen, President

ATTEST:

Ronny Lott, Chancery Clerk

(SEAL)