

**INTERLOCAL COOPERATION AGREEMENT BETWEEN MADISON COUNTY,
MISSISSIPPI, AND THE CITY OF CANTON, MISSISSIPPI, REGARDING THE
FUNDING OF CERTAIN ROAD IMPROVEMENTS LOCATED IN THE CITY OF
CANTON**

This Interlocal 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"), pursuant to the Mississippi Interlocal Cooperation Act of 1975, codified at § 17-13-1, et seq., Mississippi Code of 1972, as amended (the "Interlocal Act") 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, 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 County, will produce the best results given said available funding. The project is intended to result in an improved Calhoun Station Parkway, a roadway which traverses across the municipalities of Gluckstadt and Canton. This interlocal addresses the area of Calhoun Station Parkway which lies within the municipal limits of Canton, and authorizes the county to repair the municipal roads which are likely to suffer damage as result of the road repair activities.

2. 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.

3. 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, 2027.
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 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.
6. 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 the County's participation and liabilities.
7. The County agrees to assume the work necessary to undertake the Project. The County agrees to expend, up to a maximum of One Hundred and Sixty Thousand Dollars (\$160,000.00.), including the costs of repairing adjacent roads lying with the municipality which are likely to be damaged as result of the Project.
8. It is in the best interests of the citizens of the City that the City would enter into 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 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. City authorizes the County to conduct repair activities on its municipal streets which lie adjacent to Calhoun Station Parkway, which are likely to be damaged because of the Project.

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 County, and upon completion, the City will thereafter assume responsibility for maintenance and upkeep of the roads and streets. The County will be responsible for repairing all damage to municipal-owned roads and streets which are likely to occur during this Project. The County will expend from its budget up to a maximum of One Hundred and Sixty Thousand Dollars (\$160,000.00), on this Project, which includes repairs to adjacent roads and streets within the municipality.

The County will perform the work primarily using contractors, or through its own road department. The County will complete work on the Project not later than December 31, 2027.

Section 5. Post Project Responsibilities. Upon completion of the Project, responsibility for maintenance and upkeep will be the responsibility of the County. Should municipal roads suffer damage during and as result of the Project, the County will repair them. However, after repair of same, the City will be responsible for maintenance and upkeep of the adjacent roads.

Section 6. Termination, Disposition of Property. This Agreement will terminate on January 30, 2027. At the termination of the Agreement any property owned by the City and County, respectively, shall remain their property. 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, and by the Mississippi Attorney General. 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 the County on

this _____ day of _____ 2026.

For the **CITY OF CANTON, MISSISSIPPI**

By: _____
Tim Taylor, Mayor

ATTEST:

City Clerk

(SEAL)

For **MADISON COUNTY, MISSISSIPPI**

By: _____
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 that are subject to reconstruction, repair, overlay, and other improvements, as being associated within the definition of the "Project", as described herein, including those adjacent streets and roads which are likely to suffer damages as a result of the Project (Improvement of Calhoun Station Parkway.)

Project Roads:

Construction and road repair of roads lying within the municipality of Canton, specifically: Lakeshire Parkway to E. Sowell Road (including repair of adjacent roads within the municipality of Canton.)

TOTAL	\$160,000
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