

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

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Flora, 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 Flora, 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 Flora, 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.

2. The governing authorities of the City and County desire to enter 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. 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 City to proceed with the Project with a clear understanding and commitment as to the nature of the County's participation.
7. For purposes of efficiency, the City authorizes the County to conduct the road repair work using the County's term bid contractor. The County agrees to reimburse the City for expenses up to a maximum of Seventy-Two Thousand Dollars (\$72,000.00.)
8. It is in the best interests of the citizens of the City that the City would enter and execute the Agreement.
9. It is in the best interests of the citizens of the County that the County would enter 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 about 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.

10. **Section 4. Financing, Staffing and Supplying.** The Project will be undertaken and financed by the City, and upon completion, using the term bid contractor of the County. However, the City will thereafter assume responsibility for maintenance and upkeep of the roads and streets. The County will allocate and reimburse to the City, in monthly payments, for work done during the Project, 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 Seventy-Two Thousand Dollars (\$72,000.00.)

11. 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 using contractors, through facilitation of the county's term bid contract system. The City will complete work on the Project not later than December 31, 2027, with a final invoice to the County submitted not later than January 30, 2028, and payment 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 January 30, 2028. 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, 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 FLORA, MISSISSIPPI**

By: _____
Les Childress, 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, with reimbursable costs incident thereto:

<u>Flora Road Projects:</u>	<u>Allocated Costs</u>
Odom Street	\$45,000.00
Gresham Lane	\$27,000.00
Total:	\$72,000.00