

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

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

This Amended Interlocal Cooperation Agreement is intended to serve as a substitute for that agreement presented and approved by the Madison County Board of Supervisors on July 6, 2026.

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 Gluckstadt, 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 Gluckstadt, 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 which, in the judgment of the City and County, will produce the best results given said available funding, and the specific circumstances of the roadway to be improved. 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 Gluckstadt.

2. The governing authorities of the City and County desire to enter a joint effort to make the most efficient use of their powers, resources and road contracting capabilities, enabling 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, 2026.

4. 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.

5. 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 and commitment as to the nature of the City and County's participation.

6. The County agrees to assume the work necessary to undertake the Project, by using the same road contractor it will retain to improve the other areas of Calhoun Parkway. It is anticipated that during the course of this project the County will bear the entire expense of improving that portion of Calhoun Parkway which lies within the City of Gluckstadt, and that no reimbursement to the City by the County for any expenses associated with the Project will be necessary. The County expects that the costs of improving the roadway will be One Hundred and Eighty Thousand Dollars (\$180,000.00.) During the course of the Project, the City agrees to provide traffic control and to maintain the road at the completion of the Project.

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

8. 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 regarding 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.

9. 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. During the course of this improvement project, it is anticipated that the City will not bear any costs, except for those costs related to traffic control.

It is anticipated that the costs of this project will be One Hundred and Eighty Thousand Dollars (\$180,000.00), a cost that the County will bear.

10. The County will perform the work primarily using contractors, and it intends to use the same contractor it retains to improve the entirety of Calhoun Station Parkway, with some possible incidental work performed by County personnel and equipment. 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 City.

Section 6. Termination. Disposition of Property. This Agreement will terminate on December 31, 2026. 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 GLUCKSTADT, MISSISSIPPI

By: _____
Walter C. Morrison, 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.

Gluckstadt Road Projects:

A portion of the Calhoun Station Parkway which lies within the municipal limits of the city of Gluckstadt, being:

From Stout Road to Lakeshire Parkway

It is anticipated that this road improvement project

will cost \$180,000, a cost to be borne by the County

alone, with no need of reimbursement to the City.