

COOPERATION AGREEMENT BETWEEN MADISON COUNTY, MISSISSIPPI, AND THE CITY OF CANTON, MISSISSIPPI, REGARDING THE PAVING OF YANDELL ROAD TO HIGHWAY 51, WHICH INCLUDES A PORTION THE ROAD LYING WITHIN THE CITY OF CANTON, WITH SAID PAVING ACTIVITY BEING COMPLETED BY COUNTY THROUGH ITS TERM BID CONTRACTOR

This 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"), 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 paving and improvement of Yandell Road to Highway 51, which necessarily includes portions of the road lying within the City of Canton, namely: " N Old Canton Road beginning from the northern right-of way of Nichols Road to Highway 51, as specified within Exhibit "A", which sets forth the costs of the entire improvement project, as well as the cost of the project which lies within the City of Canton.

2. The governing authorities of the City and County desire to mutually enter an effort to achieve the most efficient and economic use of their powers and resources, and to enable them to enhance the general welfare of the City and County and the citizens of each, through the improvements as specified herein.
3. This Agreement which provides for improvements and maintenance of Yandell Road to Highway 51, including portions of the road that lie within the city's jurisdiction, shall terminate on December 30, 2027, and could be extended by mutual agreement of the governing authorities.

4. For purposes of efficiency, the City and County have agreed that County shall conduct the necessary work for the entirety of the Project through its term bid contractor, and the City shall provide traffic control services for that portion of the road that lies within the city's jurisdiction. The parties agree that the public interest would best be served by entering this arrangement as specified in the Agreement.
5. 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 participation by the City and County.
6. The County agrees to assume and finance the work necessary for the entirety of the Project, which is estimated to cost \$610,000.00, with the costs of that portion of the road that lies within the jurisdiction of the City being estimated to cost \$121,000.
7. This project is occurring because of a comprehensive county-wide road improvement project undertaken by Madison County, and certain portions of roads subject to improvement necessarily touch and concern municipal jurisdictions, but are not considered to be city projects, in and of themselves.
8. It is in the best interests of the citizens of County, that County would enter and execute the Agreement.

NOW, THEREFORE, FOR AND INCONSIDERATION 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 3 herein.

Section 2. Purpose: The purpose of this Agreement is to define the respective responsibilities of the City and County, as regards 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 §21-37-3 MS Code of 1972 (Annotated), and the County is authorized by §19-3-41 MS Code of 1972 (Annotated), as well as by §65-7-85 MS Code of 1972 9 (Annotated), to exercise and to 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 City and County to enter into this Cooperative Agreement is discussed within MS AG Op., Davis (December 27, 2005.)

Section 4. Financing, Staffing and Supplying. The Project will be undertaken by the County, using the county's term bid contractor. No reimbursement or financial contribution other than expenses incident to "traffic control" and monitoring will be required of City.

Section 5. Termination, Disposition or Property. This Agreement will terminate on December 30, 2027. At the termination of the Agreement, any property and/or equipment owned by the City and County, respectively, if any, shall remain their property. Due to the nature of the Agreement, it is anticipated that 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 City and County, by an agreement entered into by the parties.

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 upon the action by both bodies to place the Cooperative Agreement upon the minutes of each participating body. 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 County, on this the

_____ day of _____ 2026.

For: **CITY OF CANTON, MISSISSIPPI:**

For: **MADISON COUNTY, MISSISSIPPI**

Timothy Taylor,
Mayor

Gerald Steen, President
Board of Supervisors

ATTEST:

ATTEST:

City Clerk, Canton

Ronny Lott
Chancery Clerk

Exhibit "A"

The Project of this Cooperative Agreement is the paving of Yandell Road to Highway 51, which includes a portion of the road lying within the City of Canton, namely N Old Canton Road to Hwy 51, beginning from the northern right-of-way of Nichols Rd to Hwy 51. The County will undertake to pave the entire road and will bear the entire cost of same. No reimbursement will be required or expected by the City of Canton.

Overall project estimated costs: \$610,000

Costs within the City of Canton: \$121,000.