

**INTERLOCAL COOPERATION AGREEMENT BETWEEN MADISON
COUNTY, MISSISSIPPI AND THE CITY OF RIDGELAND, MISSISSIPPI
REGARDING THE FUNDING OF LAKE HARBOUR ROAD EXTENSION**

THIS AGREEMENT is entered into on the dates shown at the end of this document by and between Madison County, Mississippi, hereinafter referred to as "Madison County" and the City of Ridgeland, Mississippi, a Municipal Corporation, hereinafter referred to as "Ridgeland" sometimes hereinafter referred to collectively as "Parties". Madison County is a county created by statute. The City of Ridgeland is a municipality incorporated and existing under the laws of the State of Mississippi. This Agreement is entered into pursuant to and in accordance with the provisions of Section 17-13-1 *et seq.* of the Mississippi Code of 1972, as amended ("Interlocal Cooperation Act of 1974").

I.

General Provisions

This Agreement is entered into pursuant to and in accordance with the authorization of the "Interlocal Cooperation Act of 1974" as it now appears or is hereinafter amended, and all provisions set forth in that act are incorporated herein and made a part hereof as if fully set forth in words and figures, it being the intent of the Parties to this Agreement that such authority as is granted by the act shall be exercisable by the Parties to enable them to accomplish the purposes of this Agreement.

II.

Duration

This Agreement shall be in force and effect from the effective date hereof and shall continue in effect for a period of Ten (10) years from and after such date.

III.

Purpose

The purpose of this Agreement is to facilitate certain improvements and construction of an extension of Lake Harbour Drive, over Interstate 55 to connect with Highland Colony Parkway located within the City of Ridgeland and the County of Madison. The improvements are described generally as follows: Extend Lake Harbour Drive from its intersection with U.S. Highway 51 westerly over Interstate 55 by four lane boulevard to an Intersection with Highland Colony Parkway south of Old Agency Road, drainage, curb and gutter, bike path, signal and intersection improvements and interconnection. This agreement only concerns the construction of improvements, all future maintenance and upkeep of the roadway and improvements is the responsibility of Ridgeland.

IV.

Authority to Enter Agreement

This Agreement is specifically permitted and provided for by Section 17-13-1, *et seq.* of the Mississippi Code of 1972, as amended, Section 21-37-3, Mississippi Code (Supp. 2014) and Section 65-7-1, Mississippi Code (Supp. 2014).

V.

Organization

No new board or agency is created by this Agreement. The Agreement shall be funded and staffed by each of the parties through the normal course of operations and to the extent each deems necessary and advisable. It is anticipated that the project may be funded from any source legally available to either party, including but not limited to bond issue proceeds, state or federal grants and/or the avails of taxation. Ridgeland is responsible for all engineering, contracting, administration and the seeking of approval for the project. Madison County will assist by providing funds for the construction of the project.

VI.

Joint Property

No joint property will be acquired in the execution of this Agreement.

VII.

Administration

The total project cost is estimated to be \$22,000,000. The preliminary engineering and right-of-way cost are estimated at \$10,000,000 and will be paid by moneys provided 80% by Federal funds and 20% by Ridgeland.

The anticipated construction costs including, construction engineering, testing and contingency are estimated to be \$12,000,000, with the Federal share being estimated as \$7,480,000 and the Local share \$4,520,000.

Ridgeland has completed the preliminary engineering and design and is in the process of acquiring the necessary, approved right-of-way. Ridgeland will be responsible to construct the project in compliance with all state and federal laws and regulations.

Madison County previously had entered into an Interlocal Agreement with Ridgeland to provide \$1,904,020 for the improvements to Lake Harbour Drive from Northpark Drive to Highway 51. A dispute has arisen concerning the payment of \$1,000,000 under the previous interlocal. To settle that matter and for the benefit of Madison County, Madison County agrees to contribute \$1,000,000 for the Lake Harbour Drive Extension Project. The \$1,000,000 contribution will be paid to the City of Ridgeland by July 31, 2015, or as soon thereafter as this Interlocal has become enforceable. The payment of the \$1,000,000 to the City of Ridgeland will settle all disputes concerning the Lake Harbour Drive Improvement Project. The parties agree that the county may, in its discretion agree to provide future funds for this project.

VIII.

Amendment or Termination

This Agreement may be amended with the consent of both parties only. Such action shall be taken by resolution or ordinance in the same procedural manner as required for the adoption of this Agreement. This Agreement may be terminated on 60 days notice by the governing authorities of either entity.

IX.

Approval by the Attorney General

Madison County and Ridgeland understand that as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for his approval. This Agreement shall not be enforceable unless approved by the Attorney General or sixty (60) days has passed since its submission to him and he has failed to disapprove it, in which event the Agreement shall be considered approved and enforceable.

Upon approval by the Attorney General, or the passing of sixty (60) days after submission without his disapproval, copies of this Agreement shall be filed with the Chancery Clerk of Madison County, the Secretary of State of Mississippi, and the Mississippi State Department of Audit.

Approved and executed by the respective parties on the dates indicated below.

This the ____ day of _____, 2015.

Madison County, Mississippi

By: _____
President of Board of Supervisors

ATTEST:

Chancery Clerk

(SEAL)

This the ____ day of _____, 2015.

City of Ridgeland, Mississippi

By: _____
Mayor

ATTEST:

City Clerk (SEAL)

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, _____ and _____, who acknowledged to me that they are the President of the Board of Supervisors and Chancery Clerk, respectively, of Madison County, Mississippi, and that as such they did sign, affix the corporate seal hereto, and deliver the above and foregoing instrument on the date and for the purpose therein stated in the name of, for and on behalf of the said Madison County, Mississippi, they being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal on this ____ day of _____, 2015.

NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, _____ and _____, who acknowledged to me that they are the Mayor and City Clerk, respectively, of the City of Ridgeland, Mississippi, and that as such they did sign, affix the corporate seal hereto, and deliver the above and foregoing instrument on the date and for the purpose therein stated in the name of, for and on behalf of the said City of Ridgeland, Mississippi, they being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal on this ___ day of _____, 2015.

NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES:

Lake Harbour Ext Interlocal
5/15/2015 mmh