

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PEARL AND THE CITY OF RICHLAND
FOR CREATION OF THE
PEARL-RICHLAND INTERMODAL CONNECTOR COMMISSION
AND FOR CONSTRUCTION OF CERTAIN PROJECTS, INCLUDING
THE PEARL-RICHLAND INTERMODAL CONNECTOR**

(Interlocal Cooperation Act of 1974)

THIS AGREEMENT is entered into on the date shown at the end of this instrument by and between the City of Pearl, Mississippi, a municipal corporation hereinafter referred to as "Pearl," and the City of Richland, Mississippi, a municipal corporation hereinafter referred to as "Richland," under and pursuant to Sections 17-13-1 et seq., Mississippi Code of 1972, being the "Interlocal Cooperation Act of 1974."

WITNESSETH:

In consideration of mutual benefits and advantages each to the other, the parties hereto agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow the Pearl and Richland (sometimes hereafter referred to as the "Cities") to cooperate together to more efficiently and effectively utilize their governmental power and authority in connection with and in order to accomplish the planning, design, funding, acquisition of right-of-way for, construction, operation, maintenance and implementation of transportation connections and road systems connecting the Cities, including without limitation the Pearl-Richland Intermodal Connector ("Connector") and other projects, linking United States Highway 80, United State Interstate 20 and United States Highway 49 in Rankin County, Mississippi.

2. PEARL-RICHLAND INTERMODAL CONNECTOR COMMISSION

The Cities hereby create a commission to be known as the "Pearl-Richland Intermodal Connector Commission" (the "Commission") to accomplish the purposes of this Agreement.

- A. The Commission shall be comprised of two (2) Commissioners, one representing each of the Cities. Each Commissioner representing a City shall

be the Mayor or his designee from the respective City.

- B. The Executive Director of the Mississippi Department of Transportation ("MDOT") shall be a non-voting, ex-officio member of the Commission, entitled to notice of and an opportunity to participate in all meetings of the Commission.
- C. The Commission shall be responsible for administration of the joint undertakings by the Cities pursuant to this Agreement, and the Commission shall have and may exercise all powers and authority granted to the Commission herein.
- D. Upon receipt of a Commission resolution identifying property to be condemned within a City consistent with the purpose of this Agreement, the governing authority of such City shall consider authorizing and exercising the power of eminent domain. The Commission resolution requesting the institution of condemnation proceedings shall set forth the source and timing of funds that will be used for paying the costs of condemnation; provided, however, each City shall bear its own legal costs incurred in connection with any condemnation proceeding. The property condemned shall be condemned in the name of the City within which the property is located, and title shall be taken in the name of said City. Each City which undertakes condemnation proceedings as set out above shall comply with all applicable State and Federal Government requirements regarding said condemnation proceeding, including without limitation the requirements regarding said condemnation proceeding, including without limitation the requirements of Sec. 43-37-1, *et seq.* of the Code.
- E. The Commission shall not have the authority to incur debt on behalf of either of the Cities or enter into any agreements in the name of any City. Any and all agreements entered into by the Commission (i) shall state that the Commission does not have the authority to obligate any City, (ii) shall limit the liability of the Cities, and (iii) shall provide that any obligations incurred

by the Commission are payable solely from grants, loans, appropriations and other funds of the Commission which are held in trust for the Commission and the Cities in accordance with this Agreement.

F. The Cities (having such power and authority under Sections 11-27-81, *et seq.*, 21-17-1, 21-17-5, 21-37-321-37-47 *et seq.* and other applicable provisions under the Code) hereby delegate to the Commission the following powers and authority:

1. To enter into agreements, within the limitations described above, for the planning, design, funding, acquisition of right-of-way for, construction, operation, maintenance and implementation of the Project;
2. To enter into agreements for professional services and other services in connection with the Project;
3. To hire professionals and staff and incur office expenses on behalf of the Commission;
4. To apply for grants, appropriations and donations from the State and Federal Government for the Project; and
5. To draft and support State and Federal Government legislation and regulatory action in furtherance of the Project.

G. The Commission shall organize its activities and establish its internal operating rules pursuant to bylaws to be adopted by the unanimous vote of the Commission. Without limitation, the bylaws shall establish a schedule for regular meetings of the Commission, which shall be open to the public in accordance with applicable law. The bylaws and all amendments thereto shall require the unanimous approval of all Commissioners, and the bylaws shall require that all substantive issues, as shall be defined in the bylaws, shall require unanimous approval of all Commissioners, including without limitation decisions relating to the planning, design, funding, acquisition of right-of-way for, construction, operation, maintenance and implementation of the Project; the budget for the Commission; and funding sources for the administrative fund and operation of the Commissioners.

- H. Pearl shall serve as the lead governmental unit for the Commission and the Projects (the "Lead Agency"). Monies disbursed to the Commission for use in connection with the Projects as the result of a grant, appropriation, donation or otherwise shall be held by the Lead Agency in trust for the Commission. As such and in support thereof:
- (i) The Lead Agency shall provide initial staff and support services for the Commission through certain departments and employees of the Lead Agency, at no cost to the Commission until appropriations are received from the Cities ;
 - (ii) The Lead Agency's disbursing officer shall receive, disburse and account for all funds of the Commission; and,
 - (iii) If necessary and appropriate, the Lead Agency shall serve as the local government contract and participating local entity for the Project with MDOT, the State and the Federal Government. Correspondence received by, or sent to, the Commission, shall be copied and distributed to the designated representatives of the Cities.
- I. Notwithstanding the foregoing, the Cities acknowledge, agree and anticipate that each will contribute such staff, support services and funding as may be necessary and appropriate to accomplish the purpose of this Agreement. In furtherance and not in limitation thereof, the Cities hereby create an administrative fund to be managed and administered by the Lead Agency, on behalf of the Commission, to pay the administrative costs of the Commission and such costs of the Project as the Commission may deem appropriate. The Cities agree to appropriate and contribute money to aid administrative fund in whatever amounts may be unanimously determined by the Commission as necessary and appropriate in connection with the operation of the Commission and accomplishment of the Project. The Cities shall make initial appropriations to the Lead Agency for said administrative fund within thirty (30) days after this Agreement shall be effective. The Commission shall unanimously determine the amount of such initial

appropriations.

- J. Notwithstanding the grants of power to the Commission herein, each City retains the power and authority to exercise all such powers in its own name and separately in furtherance of the Project, subject to approval and authorization by the Commission.
- K. The Commission shall comply with all public procurement and bid laws which would otherwise apply were any City contracting for property, goods, or services.

3. MISSISSIPPI DEPARTMENT OF TRANSPORTATION

The Cities acknowledge that MDOT has been designated by the Federal Government to receive and disburse certain funds and coordinate certain aspects of the Pearl-Richland Intermodal Connector. The Cities specifically acknowledge and agree that the Commission, or if necessary and appropriate, the Lead Agency on behalf of the Commission, shall serve as the local government contract and recipient of funding from MDOT in connection with the Corridor.

4. TERM

The term of this Agreement shall begin on the date this Agreement is effective and shall end when the Projects are deemed complete by the Cities. Notwithstanding the foregoing, this Agreement may be terminated at any time by written notice thereof from any City to the other City and the Commission. Provided, however, any such termination shall not void or terminate any obligations already undertaken pursuant to this Agreement and shall operate prospectively only.

5. RIGHTS AND OBLIGATIONS UPON TERMINATION

- A. Upon any termination of this Agreement by a City, the prospective obligations hereunder of the City giving notice of termination shall cease as of the date specified in the notice of termination provided to the other City.
- B. Upon termination of this Agreement, the Commission shall:
 - 1. Deliver to each City (i) copies of all books and records of the Commission and (ii) all funds in the possession or control of the Commission belonging to a City and received by the Commission pursuant to this Agreement; and

2. Assign, transfer or convey to each City all service contracts relating to a portion of the Project within such City's corporate limits.
- C. The Lead Agency shall, within thirty (30) days of the date of expiration or termination of this Agreement, deliver to each City the following:
1. An accounting reflecting the balance of income and expenses of the Commission to the date of termination or expiration of the Agreement.
 2. The balance of funds, if any, then held by the Lead Agency for the Commission; and
 3. Copies of all executed agreements, receipts for deposits, insurance policies, unpaid bills, correspondence and other documents, books and records held by the Lead Agency on behalf of the Commission.

Each other City shall have ninety (90) days from the date the Lead Agency delivers the foregoing to each City within which to deliver to the Lead Agency a written statement approving or disapproving, as the case may be, the foregoing as:

1. A correct accounting of the income and expenses of the Commission; and,
2. The correct balance of monies of any City then held by the Lead Agency.

In the event of a disapproval, any objecting City shall set forth in reasonable detail why such approval cannot be given, including any inaccuracy in said accounting. Upon receipt of said written approval, or upon the expiration of said ninety (90) day period in the event such approval is not given, the Lead Agency shall be deemed to have fully performed all of its obligations under this Agreement and shall be deemed to have fully performed all of its obligations under this Agreement and shall be fully released by each City from any and all liability and obligation to the Cities under this Agreement.

6. **ACQUISITION, OWNERSHIP AND DISPOSITION OF PROPERTY**

A. **Personal Property**

Except as specifically stated otherwise herein, any personal property developed or obtained by a City pursuant to or in connection with this Agreement shall be and remain the property of such City. The Cities shall not own any personalty jointly pursuant to this Agreement, and nothing contained in this Agreement shall be construed to create joint ownership in any personalty between or among the Cities and.

B. **Real Property**

Except as specifically stated otherwise herein, all real property acquired or owned or utilized as part of the Project in accordance with this Agreement shall be and remain the property prior to its becoming a part of the Project. Except as specifically stated otherwise herein, the Cities shall not own any real property jointly pursuant to this Agreement, and nothing contained in this Agreement shall be construed to create joint ownership in any real property between and among the Cities.

7. **APPROVAL AND FILING OF AGREEMENT**

A. The Cities recognize and acknowledge that, pursuant to the Act, this Agreement must be filed with and the Cities agree to submit the Agreement to the State Attorney General for determination as to whether the Agreement is in proper form and compatible with applicable law. This Agreement shall be effective from and after the date of said approval by the State Attorney General if so given, or sixty (60) days following submission to the State Attorney General if no approval (and no rejection) is so given.

B. The Cities recognize and acknowledge that the Agreement deals in part with the provision of services or facilities under control or authority of MDOT and, pursuant to the Act, this Agreement must be filed with the Cities agree to submit the Agreement to MDOT for approval by MDOT as to all matters within its jurisdiction. This Agreement shall not be effective until said approval from MDOT has been so given.

- C. The Cities recognize and acknowledge that, pursuant to the Act, prior to its being enforced, a copy of this Agreement must be filed with the Cities agree to file a copy of the Agreement with the Chancery Clerk of Rankin County and with the Secretary of State of Mississippi.
- D. The Cities recognize and acknowledge that, pursuant to the Act, a copy of this Agreement must be filed with the State Department of Audit and the Cities agree to file a copy of the Agreement with the State Department of Audit no later than sixty (60) days after the Agreement shall be enforceable.

8. AUTHORITY

By execution hereof, each City represents and warrants that it has full statutory and regulatory authority to enter into this Agreement and carry out the provisions hereof, that its governing authority has approved this Agreement by resolution recorded in the minutes of said governing authority, and that the individual executing this Agreement on its behalf is authorized to execute this Agreement on behalf of said City.

9. AMENDMENT

This Agreement may be altered, amended or modified only by written instrument executed by all parties to the Agreement at the time of such alteration, amendment or modification, after and pursuant to proper authorization by their respective governing authorities. No termination, alteration, amendment or modification shall void or terminate any obligations or rights already undertaken or granted pursuant to this Agreement and shall operation prospectively only.

10. PARTIAL ENFORCEABILITY

If any provision of this Agreement, or the application of any provision to any City or circumstance, shall be invalid, for the remainder of this Agreement the application of that provision to such City or circumstance, other than those with respect to which it is held invalid, shall not be affected thereby.

11. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior contemporaneous arrangements or

understandings with respect thereto.

APPROVED AND EXECUTED BY THE RESPECTIVE PARTIES on the date indicated herein below.

CITY OF PEARL, MISSISSIPPI

BY: 
JIMMY FOSTER, MAYOR

ATTEST:

DATE: November 1, 2015


KAY LANG, CITY CLERK
(Seal)




CITY OF RICHLAND, MISSISSIPPI

BY: 
MARK SCARBOROUGH, MAYOR

ATTEST:

DATE: Feb. 09-06


MELINDA QUICK, CITY CLERK
(Seal)

