

**INTERLOCAL COOPERATIVE AGREEMENT**

**BETWEEN**

**CITY OF TUPELO, MISSISSIPPI**

**AND**

**TUPELO PUBLIC SCHOOL DISTRICT**

**FEDERAL AID PROJECT NO. SRSP-0430-00(017)LPA/106386-401000**

This INTERLOCAL COOPERATIVE AGREEMENT (this “Agreement”) is executed by and between **CITY OF TUPELO, MISSISSIPPI** (the “City of Tupelo”) and **TUPELO PUBLIC SCHOOL DISTRICT** (the “School District”), effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

WITNESSETH:

WHEREAS, Mississippi Code Annotated § 17-13-7 authorizes all local governmental units of the State to enter into written contractual agreements with one another for joint or cooperative action to provide services and facilities; and

WHEREAS, the City of Tupelo and the School District are authorized to enter into this Agreement pursuant to Mississippi Code Annotated § 17-13-7, and they may independently exercise the power, authority and responsibility to engage in the functions and perform the services outlined below; and

WHEREAS, the City of Tupelo represents it is independently authorized to perform those functions or services contemplated by this Agreement; and

WHEREAS, the City of Tupelo and the School District (sometimes collectively “the Parties”) desire to enter into an Interlocal Agreement for the purpose of constructing the Tupelo Safe Routes to School – Phase I; and

WHEREAS, the City of Tupelo has on its schedule of construction a project to design and construct a sidewalk project, “Tupelo Safe Routes to School – Phase I”; and

WHEREAS, the City of Tupelo reasonably estimates that the total cost of constructing the Tupelo Safe Routes to School – Phase I will be \$306,429.00; and

WHEREAS, the Parties have determined that it is in their best interest to take such action as may reasonably be necessary to facilitate and accelerate the construction of the Tupelo Safe Routes to School – Phase I Project (sometimes called “the Project”) as this project will improve the sidewalk access for the School District; and

WHEREAS, the Parties have found that the construction of the Project is feasible, beneficial, and within the financial resources of the Parties, and will benefit the Parties and, in turn, the general public; and

WHEREAS, the Parties desire to work in coordination and cooperation with each other in a government-to-government relationship for their benefit.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Parties do hereby agree as follows:

## **I. PURPOSE**

The Purpose of this Cooperative Agreement is to establish a protocol for and define the respective responsibilities and obligations of the Parties with respect to their joint and cooperative efforts to provide for the completion of the Project, which is located within the corporate boundaries of the City of Tupelo and School District.

The City of Tupelo proposes to construct the Project with federal funds. The City of Tupelo will oversee all aspects of the construction of the Project.

## **II. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES**

The School District does not assume jurisdiction or responsibility for the Project.

A separate entity or administrative body is not created under this Cooperative Agreement.

A. The City of Tupelo hereby covenants, warrants and agrees as follows:

1. To conform throughout the Project to appropriate details and requirements of all applicable state and federal laws.
2. To complete design plans for the Project. This will include all outstanding activities and documents normally associated with design of a federal project.
3. To provide construction management for the Project.
4. To proceed with the advertisement, receipt of bids, and opening of bids and award of contract or contracts for construction of the Project.
5. To administer the Project construction contract or contracts, including making all payments to the contractors and to complete the construction of the Project with other legally available funds of the City of Tupelo.
6. To comply, in the conduct of the Tupelo Safe Routes to School – Phase I Project, with the provisions of Title VI of the 1964 Civil Rights Act.
7. To manage the engineering, bid and construction process in a manner that furthers the purpose of this Agreement which is the construction of the Project as expeditiously as practical.

B. The School District hereby covenants, warrants and guarantees as follows:

1. To assist the City of Tupelo in every reasonable and appropriate manner in providing the City of Tupelo with financial, statistical and other records and reports as may be requested or required by state and federal regulations and guidelines.

**III. AMENDMENTS**

This Cooperative Agreement may be amended in writing as mutually agreed upon by the Parties.

**IV. DISPOSITION OF PROPERTY**

Throughout the operation of this Cooperative Agreement and following its expiration, all property attendant to the Tupelo Safe Routes to School – Phase I Project shall remain the property of the original owner.

**V. SEVERABILITY**

Should any provision of this Cooperative Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Cooperative Agreement shall remain in full force and effect.

**VI. AUTHORITY**

Authority for this agreement has been granted by the Mississippi State Legislature pursuant to Section 17-37-7 of the Mississippi Code.

SO EXECUTED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF TUPELO, MISSISSIPPI

By: \_\_\_\_\_  
Jack Reed, Jr., Mayor

TUPELO PUBLIC SCHOOL DISTRICT  
TUPELO, MISSISSIPPI

By: \_\_\_\_\_  
Dr. Gearl Loden, Superintendent