

RESOLUTION OF MADISON COUNTY BOARD OF SUPERVISORS TO ENTER INTO AGREEMENT WITH THE NORTH MADISON COUNTY ECONOMIC DEVELOPMENT COUNCIL TO SUPERVISE, OPERATE AND TO LEASE ALL FACILITIES AT THE NORTHEAST MADISON COUNTY COMMUNITY PARK

WHEREAS, pursuant to §19-3-40 MS Code of 1972 (Annotated) the Madison County Board of Supervisors, as governing authority for the County, is authorized to enter into agreements with respect to county affairs, including the authority to enter into contracts for the management of county recreational parks that are owned by the county for the benefit of the visiting public; and

WHEREAS, the Madison County Board of Supervisors, in effort to create a pleasant, safe and wholesome recreational experience for the citizens of Madison County, desires to contract with a willing and able local community organization to provide supervision, oversight and management of the facilities and buildings, including the leasing of said facilities for scheduled community events; and

WHEREAS, the Madison County Board of Supervisors believes that the North Madison County Economic Development Council (aka, North Madison Economic Council- (NMEC)), a local community non-profit organization, has the willingness, capacity and demonstrated ability to fulfill the aforesaid responsibilities of managing the county-owned park, including, among other duties, the responsibility of leasing the facilities to the visiting public for scheduled events.

THEREFORE, BE IT RESOLVED AND AGREED that the Madison County Board of Supervisors will enter into an Agreement with the North Madison County Economic Development Council (NMEC), to provide management services at the Northeast Madison County Community Park (aka, the Sulphur Springs Park).

THEREFORE BE IT FURTHER RESOLVED that after approval by majority vote of the Madison County Board of Supervisors and signature by the President, this Resolution and Agreement shall be included within the official minutes of the Madison County Board of Supervisors, with all terms and conditions as described herein below, to-wit:

AGREEMENT BETWEEN MADISON COUNTY BOARD OF SUPERVISORS AND THE NORTH MADISON COUNTY ECONOMIC DEVELOPMENT COUNCIL (NMEC) FOR THE LEASING OF FACILITIES AT THE NORTHEAST MADISON COUNTY COMMUNITY PARK

A. Duties and Responsibilities:

1. The North Madison County Economic Development Council (NMEC), as Service Provider, will be primarily responsible for the leasing of all buildings, facilities and county-owned structures within the premises of the Northeast Madison County Community Park, and will be further responsible for the collection of all charges, costs and lease fees, as enumerated by the regulations previously approved by the Madison County Board of Supervisors. NMEC pledges to provide adequate staff to oversee and supervise all scheduled events at the park, and will cooperate with the Board of Supervisors to ensure the safety and enjoyment of the local community and visiting public.
2. NMEC will be responsible for managing all rentals; shall inspect and clean the facilities prior to each rental; shall inspect and clean the facility after each rental (or require the lessee to clean the property); shall manage the conservation of utilities; shall report maintenance problems and issue repair orders in consultation with Director of Buildings and Grounds; shall secure buildings after rental; shall host events (fishing tournaments, concerts, et al), and shall coordinate all events scheduled at the park.
3. Madison County Board of Supervisors shall be responsible for the general upkeep of the park, grounds, and lake, including the management and stocking of the lake, in accordance with the Mississippi Department of Wildlife and Fisheries management plan.
4. Madison County shall compensate NMEC as described in section C (1) herein below.

B. Terms of Agreement:

1. This Agreement shall begin March 1, 2022, and will expire on December 31, 2023, and after the expiration of the initial term can be renewed for one successive four-year term, which shall run concurrently with the term(s) of the Madison County Board of Supervisors.
2. NMEC, the non-profit organization, nor any of its members, shall be considered as employee(s) or agent(s) of Madison County, and shall be considered in all respects as an independent contractor.
3. No employment benefits generally provided to employees of Madison County shall be available to NMEC, or any of its members, other than compensation for services rendered, as described below.
4. Either party may elect to terminate this Agreement upon 30 days notice to the other party. Notice to Madison County shall be sent to the Director of the Madison County Buildings and Grounds Department.

C. Compensation:

1. Compensation to NMEC shall be One Hundred percent (100%), of the fees charged and collected for the leasing of park facilities at the park. The county contemplates no additional compensation.
2. On a monthly basis, NMEC shall make account and tender to the Madison County Director of Parks and Grounds, the sum of all lease fees, and any other fees collected from the visiting public in order that the county shall have accurate report of fees generated at the park. Thereafter, the Chief Financial Officer (CFO) shall include on the Claims Docket the entire sum of all fees collected by NMEC and shall then post and schedule such amounts for payment to NMEC, pursuant to approval of the Madison County Board of Supervisors.

D. Maintenance:

1. Madison County Board of Supervisors will be primarily responsible for maintaining and regularly cleaning the county-owned buildings and facilities at the park. However, if any damages to the buildings and facilities occur as a result of the negligence of NMEC, or if damages occur as a proximate result of NMECs failure to supervise events at the park that are scheduled by them as Service Provider, NMEC shall cover the cost of repairing the damage, or the cost of same will be deducted from the compensation due to them as described in section C (2) above.
2. Normal wear and tear and all depreciation to the county-owned buildings are excepted from the clause as described in D (1).

D. Miscellaneous:

1. Madison County Board of Supervisors shall not be liable for any damages, losses, penalties, judgments or legal claims in the event of death, or any physical injury that might arise as a result of any direct action by NMEC, whether intentional or negligent, when engaged in actions at the park under this Agreement.
2. NMEC, as Service Provider, understands that the Madison County Sheriff's Office is responsible for security at the park, and that any matters concerning any perceived illegal activities at the park shall be reported to the Sheriff's Office.

E. Dispute Resolution:

1. If grievances or disputes occur concerning lease fees or rental agreements for scheduled events between NMEC and the visiting public, NMEC is encouraged to settle these disputes internally before presenting such disputes to the Board of Supervisors. If NMEC cannot settle the disputes internally between themselves and the aggrieved party, NMEC shall contact the Director of the Madison County Building and Grounds Department for guidance and mediation. In the event such dispute cannot be resolved through mediation, the Buildings and Grounds Director will consult with the Board of Supervisors.

3. The laws of the State of Mississippi shall govern this Agreement, and any disputes between NMEC and Madison County Board of Supervisors, shall be filed in the Circuit Court of Madison County, or a court of competent jurisdiction.

4. This terms detailed herein shall constitute the entirety of the Agreement between the parties and both parties shall endeavor to cooperate one with the other to ensure a safe and pleasurable environment for the visiting public at the North Madison County Community Park.

Upon Motion made by Supervisor _____ and seconded by

Supervisor _____, the herein Agreement was Approved

Pursuant to the following recorded vote:

Supervisor Sheila Jones: _____;

Supervisor Trey Baxter _____;

Supervisor Gerald Steen _____;

Supervisor Karl Banks _____;

Supervisor Paul Griffin _____.

Witness Our Signatures, this the _____ day of February, 2022

Madison County Board of Supervisors

North Madison Economic Council

Paul Griffin, President

President

ATTEST:

(SEAL)

Ronny Lott
Chancery Clerk