

**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 RECREATIONAL PARK
(AS AMENDED)**

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 Economic Development Council, 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 Economic Development Council (NMED), to provide management services at the Northeast Madison Recreational Park (aka, 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 amended 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 NORTH MADISON ECONOMIC DEVELOPMENT COUNCIL FOR THE LEASING OF FACILITIES AT THE NORTH MADISON RECREATIONAL PARK
(As amended)**

A. Duties and Responsibilities:

1. The North Madison Economic Development Council (NMED), as Service Provider, will be primarily responsible for the leasing of all buildings,

facilities and county-owned structures within the premises of the North Madison County Recreational Park (aka, Sulphur Springs 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. NMED 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. NMED as Service Provider agrees to notify the Madison County Sheriff's Office concerning any perceived illegal activities at the park, if any, or upon occasion of any activity deemed disruptive to the peaceful enjoyment at the park, or any activities that are deemed to constitute injury or undue risk to the health and safety of the visiting public.

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 terms of the Madison County Board of Supervisors.
2. NMED shall not be considered as an employee or agent 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 NMED, 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.

C. Compensation:

1. Compensation to NMED shall be One Hundred percent (100%), of the fees charged and collected for the leasing of park facilities at the park, as well as the fees charged and collected to the public to fish in the lake at the park, if any. The county contemplates no additional compensation.
2. For the purpose of receiving all lease and rental fees, and any other fees collected from the visiting public for the use of the county park facilities and properties, NMED, as service provider, will act as independent contractor for Madison County authorized to receive such lease payments. All payments charged and received for such purpose are hereby authorized by the Madison County Board of Supervisors to be made payable to NMED and deposited into the designated depository account of NMED. Such receipts collected and deposited may be used for operating expenses incurred by NMED in performance of its responsibilities as outlined herein, or as otherwise determined by NMED.

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 NMED's failure to supervise events at the park that are scheduled by them as Service Provider, NMED shall cover the cost of repairing the damage.
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 action by NMED, whether intentional or negligent, when engaged in actions at the park under this Agreement.

E. Dispute Resolution:

1. If grievances or disputes occur concerning lease fees or rental agreements for scheduled events between NMED and the visiting public, NMED is encouraged to settle these disputes internally before presenting such disputes to the Board of Supervisors. If NMED cannot settle the disputes internally between themselves and the aggrieved party, NMED 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.
2. The laws of the State of Mississippi shall govern this Agreement, and any disputes between NMED and Madison County Board of Supervisors, shall be filed in the Circuit Court of Madison County, or a court of competent jurisdiction.
3. This terms detailed herein shall constitute the entirety of the Agreement between the parties, and shall supersede any previous agreements between the parties. Parties shall endeavor to cooperate one with the other to ensure a safe and pleasurable environment for the visiting public at the Northeast Madison County Recreational 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 _____.

Madison County Board of Supervisors

**North Madison Economic
Development Council**

Paul Griffin, President

Pollia Griffin, President.

ATTEST:

(SEAL)

Ronny Lott
Chancery Clerk

