

the city of RIDGELAND



public works

March 19, 2014

Madison County Board of Supervisors
Attn: Mr. Karl Banks, President of the Board
125 North West Street
Canton, MS 39046

RE: Memorandum of Understanding (MOU) Between Madison County and the City of Ridgeland
Regarding Street Repairs on South Wheatley Street

Dear Mr. Banks:

We request that the Madison County Board of Supervisors approve the above referenced MOU. You will find enclosed a copy that was approved by the Mayor and Board of Alderman on April 1, 2014 and signed by the Mayor on April 2, 2014. The MOU outlines the duties and responsibilities of Madison County and the City of Ridgeland regarding the repair and overlay of South Wheatley Street in Supervisor Gerald Steen's district within the City of Ridgeland.

Thank you for your consideration of our request and please do not hesitate to contact me at 601-853-2027 if you have any questions.

Sincerely,


John M. McCollum
Public Works Director
City of Ridgeland

Distribution: Gene F. McGee, Mayor
Christopher Bryson, City Engineer

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street address: 304 highway 51 • ridgeland, ms 39157
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Gene F. McGee, cmo - mayor • John M. McCollum - director of public works

board of aldermen: D.I. Smith - at-large • Ken Heard, cmo, mayor pro tempore - ward 1 • Chuck Gautier - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Ridgeland, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the "City") and Madison County, Mississippi, a political subdivision of the State of Mississippi (the "County")

RECITALS:

WHEREAS, THE City and County agree, find and determine as follows:

1. In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"City" shall mean the City of Ridgeland, Mississippi

"County" shall mean Madison County, Mississippi

"Project" Shall mean the improvements to the Wheatley Street roadway in the City which may require repair, milling, overlay and striping.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The governing authorities of the City and the County desire to enter into a joint effort to make the most efficient use of their powers and enable them to enhance the general welfare of the City and County and the citizens of each through the improvement of streets and related infrastructure.
3. The term of this MOU shall extend through completion of the Project.
4. In order to provide for the completion of the Project, it is necessary and in the public interest for the City to cooperate with the County by entering into this MOU.
5. The City and the County desire to enter into this MOU for the purposes of street repair resurfacing which will enhance the general welfare of the City and the County and the citizens of each, and, consequently, the economic development of the City and the County.
6. It is necessary for the City and the County to enter into this MOU in order to enable the City to proceed with the Project with a clear understanding and commitment as to the nature of the County's participation.

7. The City agrees to undertake the work necessary to complete the project. The County agrees to reimburse the City up to \$100,000.00 for work completed on the Project.
8. The County will notify the City when it has authorized the funds for the Project. The County will reimburse the City once the Project is complete and the City provides evidence that all costs of the Project have been paid.
9. It is in the best interest of the citizens of the City that the City enters into and executes this MOU.

NOW THEREFORE, FOR AND IN CONSERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE CITY AND THE COUNTY, THE CITY AND THE COUNTY DO HEREBY AGREE AS FOLLOWS:

SECTION 1. Duration. This MOU shall be in force and effect until terminated in accordance with the provisions of Section 6 hereof.

SECTION 2. Purpose. The purpose of this MOU is to define the respective responsibilities of the City and County with regard to the financing and completion of the Project, as defined above.

SECTION 3. Organization: Statutory Authority. There will be no separate legal or administrative entity created pursuant to this MOU. The City is authorized by Miss. Code Section 21-37-3 and the County is authorized by Miss. Code Section 19-3-41 to exercise and carry out the powers, authorities and responsibilities to be exercised by each of them pursuant to the terms of the MOU.

SECTION 4. Financing, Staffing and Supplying. The Project will be undertaken and financed by the City, and upon completion, the City will thereafter assume responsibility for maintenance and upkeep of the Project. The County will reimburse the City for the Project after completion, not later than thirty days after delivery by the City of documentation of costs incurred (said documents to include location of the work and itemization of cost items or invoice from third party contractor). The County will reimburse the City up to \$100,000.00 for work completed on the Project.

SECTION 5. Operation of Agreement and the Infrastructure Improvements. Upon completion of the Project, responsibility for maintenance and upkeep will be the responsibility of the City.

SECTION 6. Termination: Disposition of Property. This MOU will terminate when the work is completed and not later than September 30th 2015. At the termination of the MOU any property owned by the City and County, respectively, shall remain their property. Due to the nature of this MOU, there will be no surplus funds or property to be disposed of when the project is complete.

SECTION 7. Amendment. This MOU may be amended at any time by the mutual consent of the City and the County.

SECTION 8. Manner of Acquiring, Holding and Disposing of Property: Cooperation Concerning Property Matters. The City has acquired or will acquire all property needed for the Project.

SECTION 9. Effective Date. This MOU will be effective when it is approved by the respective governing bodies of the City and the County. The initial term of this Agreement shall commence on the effective date hereof and extend through completion of the Project.

WITNESS the signatures of the duly authorized officers of the City and County as of the 1st day of April, 2014.

CITY OF RIDGLAND, MISSISSIPPI

BY: _____

Mayor

ATTEST:

City Clerk



MADISON COUNTY, MISSISSIPPI

BY: _____

President, Board of Supervisors

ATTEST

Clerk, Board of Supervisors