



March 22, 2016

Mr. Ronny Lott  
Madison County Chancery Clerk  
P O Box 404  
Canton, Mississippi 39046

RE: Memorandum of Understanding – Wolcott Park

Dear Mr. Lott:

Enclosed is the Memorandum of Understanding that the Board of Aldermen approved on Tuesday, March 15, 2016. Upon receipt of this letter, please place the Memorandum of Understanding on the agenda for the next Board of Supervisor's meeting. Once approved by the Board of Supervisors, please return a copy for our records.

Should you have any questions please feel free to contact this office.

Sincerely,



Paula Tierce, CMCC, PHR  
City Clerk/HR Director

Enclosures:

mailing address: p.o. box 217 • ridgeland, ms 39158  
street address: 304 highway 51 • ridgeland, ms 39157  
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Paula W. Tierce, phr - city clerk / human resources director

board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo, mayor pro tempore - 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 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 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 clearing, grubbing, and rough grading improvements to the city-owned area of Wolcott Park located east of the existing baseball fields, as well as providing temporary and permanent parking surface. This may require tree removal, controlled debris burn, and/or haul off of debris, as well as subsurface and surface material adequate to provide safe parking for Wolcott Park users.

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 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 improvements of Wolcott Park and related areas.
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 providing additional temporary parking for citizens using the Wolcott Park facilities for recreational and tournament baseball and softball competition which will enhance the general welfare and safety of the City and the County and the citizens of each.

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 County agrees to provide labor and equipment for tree and stump removal, debris burning (where applicable), and debris haul off to a location provided by the City.
8. It is in the best interests of the citizens of the City that the City enters into and executes this MOU.

NOW THEREFORE, FOR AND IN CONSIDERATION 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 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 completed by the County, and upon completion of clearing, grubbing and rough grading, the City will thereafter assume responsibility for completion of the parking area and for maintenance and upkeep of 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 May 31, 2017. 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 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 the completion of the Project.

WITNESS the signatures of the duly authorized officers of the City and County as of the

21<sup>st</sup> day of March, 2016.

CITY OF RIDGELAND, MISSISSIPPI

BY: [Signature]

Mayor

ATTEST:

[Signature]

City Clerk  
(SEAL)



MADISON COUNTY, MISSISSIPPI

BY: \_\_\_\_\_

President, Board of Supervisors

ATTEST:

\_\_\_\_\_

Clerk, Board of Supervisors

(SEAL)