

**MEMORANDUM OF UNDERSTANDING
AND
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS
AND
THE CITY OF GAUTIER, MISSISSIPPI**

This Memorandum of Understanding is entered into between the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP), and the City of Gautier, Mississippi, (Gautier) concerning the operation and maintenance of Shepard State Park, and related facilities, located near Gautier, Mississippi.

WHEREAS, beginning in December of 1976, Mr. Horace A. Shepard conveyed certain tracts of land to the State of Mississippi, Afor the purpose of establishing a forest reserve, a public park, and a bird and other wildlife sanctuary.

WHEREAS, the State of Mississippi established Shepard State Park upon the lands conveyed from Mr. Horace A. Shepard.

WHEREAS, the original deeds transferring the lands of the Shepard State Park and Refuge contain a determinable fee contingency that should the State ever cease to operate the property as a Aforest reserve, a public park, and a bird and other wildlife sanctuary, the State would be divested of ownership and the property would pass to a third party.

WHEREAS, the City of Gautier, Mississippi has approached the MDWFP about taking over operation of Shepard State Park and possibly further developing the facilities at the park consistent with city plans for expansion, economic development and related purposes consistent with the restrictions contained in the original granting deeds.

WHEREAS, the Mississippi Commission on Wildlife, Fisheries, and Parks at their regular meeting of _____, 2012, stated its approval and acceptance of Gautier's proposal and authorized the Executive Director to execute any such agreement necessary to effect the transfer of the operation of Shepard State Park to the City of Gautier.

WHEREAS, The City of Gautier, at its regularly scheduled City Council meeting of _____, 2012, authorized its City Manager to enter into and execute any such agreement as may be necessary to effect the transfer of operation of Shepard State park to the City of Gautier.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

RESPONSIBILITIES OF THE CITY OF GAUTIER:

The City of Gautier will operate Shepard State park in a manner consistent with its current operations as a Aforest reserve, a public park, and a bird and other wildlife sanctuary.

The City of Gautier assures that it has or will employ personnel qualified to operate and maintain the park in as good or better condition as it is at present. The City of Gautier further assures that it will continue to operate the park as a park, and as a bird and wildlife sanctuary/refuge.

The City of Gautier agrees that it will continue to operate and maintain those facilities constructed with funds from the Land and Water Conservation Fund grants in a manner consistent with the rules and regulations applicable thereto, to include, but not be limited to, making application, with the assistance of the MDWFP, to become a Substitute Sponsor under the LWCF grants.

RESPONSIBILITIES OF THE MDWFP:

The MDWFP will provide technical assistance to the City of Gautier in the management of the park as a bird and wildlife sanctuary/refuge, to include, but not be limited to:

Technical assistance with preserving and maintaining critical wildlife habitat;

Technical assistance with preserving and maintaining certain marine and/or estuarine ecosystems

Technical maintenance of all timber and timber management - this item recognizes that all standing timber on Shepard State Park belongs to the MDWFP. Timber resources shall be managed according to MDWFP timber management policies. Should the City of Gautier wish to develop any part of the park, the City shall obtain the MDWFP's prior approval and assistance, and any timber to be removed shall be removed by the MDWFP. All income derived from timber management practices of the MDWFP shall be shared equally by and between the MDWFP and the City of Gautier (50% each).

Income generated by or derived from public use of the park such as gate fees, user fees, special event fees, etc., shall belong to the City of Gautier.

To the extent allowed under state purchasing laws and regulations, the MDWFP will make available to the City of Gautier such equipment and facilities as the City may need to operate and maintain the park. This shall include, but not be limited to those structures constructed and standing on the park grounds, as well as those certain items of equipment or other

inventory set forth on the inventory schedule attached hereto as Exhibit A.

The MDWFP will provide technical guidance and assistance to the City in its application to become a substitute sponsor under the LWCF grant(s).

OTHER PROVISIONS:

The parties agree that they will execute any such other and further agreements as may be necessary for the City to operate, manage and maintain the Park.

The City of Gautier shall have the right to make an offer or offers of employment to any current employees of the MDWFP presently working at Shepard State Park. In the event any employees choose to change their employment to the City of Gautier, the MDWFP shall work with the City to make the transition seamless so as to prevent any loss of or gap in benefits, etc.

Either party to this agreement may terminate the agreement upon 90 days written notice.

ASSURANCES:

The City of Gautier assures the MDWFP that its operation, management and maintenance of the park shall comply with all applicable laws, regulations and rules, including but not limited to equal employment opportunity laws, nondiscrimination laws and the rules and regulations of the United States Department of Interior, National Park Service.

IT IS THE INTENT OF THE PARTIES HERETO, that this agreement shall survive in perpetuity and be binding upon successive city government administrations and commissions of Wildlife, Fisheries and Parks, and/or each party's successors or assigns, to the extent allowed by law.

SO AGREED and executed, this the _____ day of _____, 2012.

CITY OF GAUTIER

**MISSISSIPPI DEPARTMENT OF WILDLIFE,
FISHERIES, AND PARKS**

Honorable
City Manager

Sam Polles, Ph.D.
Executive Director

MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES AND PA
 FY 11 and FY 12 Revenue and Expenses

Rounddate: 10/30/2011



REVENUE	AMOUNT
01 Entrance/Day Use	\$12,156.79
02 Museum-Adult	\$0.00
03 Museum-Youth	\$0.00
04 Villas	\$0.00
05 Cabin-Daily	\$0.00
06 Cabin-Monthly	\$0.00
07 Motel	\$168,415.00
08 Camping-Regular	\$0.00
09 Camping-SC/DA	\$0.00
10 Camping-Primitive	\$2,271.45
11 Marina Slips	\$13.91
12 Group Camp	\$800.00
13 Lodge/Buildings/Pavillion	\$0.00
14 Boat Rentals	\$0.00
15 Recreational Facilities	\$0.00
16 Storage Camp/Boat	\$0.00
17 Camping Monthly	\$0.00
18 Camping Groups	\$1,786.00
19 Daily Activity Pass	\$0.00
20 Swimming-Monthly Pass	\$0.00
21 Swimming-Adult	\$0.00
22 Swimming-Youth	\$0.00
23 Swimming-Groups	\$0.00
24 Recreation Equipment	\$30.00
25 Washer/Dryer	\$0.00
26 Tournaments	\$567.00
27 Boat Launch Fish	\$0.00
28 Boat Launch Ski	\$14.00
29 Boat Launch SC/DA	\$6.00
30 Annual Launch Fish	\$0.00
31 Annual Launch Ski	\$0.00
32 Annual Launch SC/DA	\$0.00
33 Fish fees	\$0.00
34 Fish fees, SC/DA	\$0.00
35 Annual Fishing Permit	\$32.00
36 Washer/Dryer Lease Com	\$0.00
37 Madliner Amusement	\$0.00
38 Vending	\$0.00
39 Agent Fees (Hunt/Fish)	\$258.75
40 Meals	\$0.00
41 Concessions	\$0.00
42 Souvenirs	\$728.75
43 Firewood	\$77.00
44 By-Products	\$0.00
45 Other	\$0.00
46 CashOver/Short	\$0.00
47 PASH REVENUE ALS revenue subtotal	\$187,156.65
48 DWP MUSEUM FEES	
49 FEDERAL GRANTS	\$641.00
50 INS ADJUSTMENTS & SETTLEMENTS	
51 REFLNDS	
52 RENT OF STATE PROPERTY	
53 SALE OF SUPPLIES & OUTSIDE ST	
54 SALLES PERSONAL PROPERTY	
55 THIMER SALES	
TOTAL REVENUE	\$187,797.65
EXPENDITURES	
SALARIES	\$39,707.93

TRAVEL		
CONTRACTUAL SERVICES		\$25,174.21
61210 ELECTRICITY		\$41,492.37
61220 GAS		\$0.00
61230 WATER		\$10,738.62
61628 FULFILLMENT FEE		\$0.00
61740 SALVAGE		\$2,301.60
61923-61925 TELEPHONE		\$3,312.67
CONTRACTUAL EMPLOYEES		\$16,738.97
COMMODITIES		\$9,762.31
62210 Gas		\$17,415.97
62211 Diesel		\$1,130.57
CAPITAL OUTLAY-OTHER		
CAPITAL OUTLAY-EQUIPMENT		\$1,341.00
SUBSIDIES, LOANS AND GRANTS		
CAPITAL OUTLAY - VEHICLES		\$5.00
TOTAL EXPENDITURES		\$169,721.22
PROFIT/(LOSS)		\$19,076.43
One Time Expenses	\$	-
Total Adjusted Expenses		\$169,721.22
Adjusted Profit/(Loss)		\$19,076.43

CITY OF GAUTIER

MEMORANDUM

To: Honorable Mayor and Council

From: Samantha D. Abell, City Manager

Date: November 29, 2012

Subject: Consideration of a Memorandum of Understanding and an Intergovernmental Agreement with the MS Department of Wildlife, Fisheries and Parks to Assume the Operating and Maintenance of Shepard State Park

REQUEST:

The Council should consider the attached MOU and agreement with MS Department of Wildlife, Fisheries and Parks (MDWFP) to Assume the Operating and Maintenance (O&M) of Shepard State Park.

BACKGROUND:

In April 2012, the City Council authorized the City Manager to bring back an agreement for the O&M of Shepard Park. The park had previously been placed on the State's list of closures. Upon execution, the City Manager recommends the advertisement for contractual services in order to provide residential accommodations in the park ranger house in return for park services rendered. The professional services will be considered on a future agenda.

DISCUSSION:

The attached MOU has been drafted by the Attorney General's office and reviewed by the City Attorney. The MOU establishes the responsibilities of the City to maintain the park as a public park, forest reserve, and a bird and other wildlife sanctuary. All revenues derived from operations belong to the City. Current operations reflect a surplus of \$18,076.43.

Further, the MDWFP has encouraged the City to submit for a federal parks and trails grant allocated through the MDWFP with a maximum \$100,000 possible for parks/trails improvements.

Existing maintenance equipment (inventory attached to the MOU) will be transferred to the City's inventory at the execution of the MOU. The Cultural Services Manager and the City

Mechanic have reviewed existing equipment and find that the equipment is in satisfactory condition.

Lastly, a state trooper currently resides at the park and a state trooper would be able to continue to reside at the park upon execution of the agreement.

RECOMMENDATION:

The City Council may:

1. Approve MOU and Interlocal Agreement; or
2. Deny MOU and Interlocal Agreement.

ATTACHMENTS:

MOU and Interlocal Agreement

Emails from MDWFP Noel Hughes, Dated October 31, 2012

Shepard Expenses and Revenue July FY11-July FY12

Samantha Abell

From: Noel Hughes <NoelH@mdwfp.state.ms.us>
Sent: Wednesday, October 31, 2012 8:51 AM
To: 'sabell@gautier-ms.gov'; 'gollottd@bellsouth.net'
Subject: RE: Shepard State Park
Attachments: Shepard Two Years Rev Exp Report.pdf

Samantha:

Attached is a report showing Shepard's expenses and revenue. The park is currently open from 8:00 am to 5:00 pm. We currently have two employees working there, but they are commuting from Buccaneer State Park in Waveland. Should the city not take over operations, the MDWFP will continue to operate the park as best it can with the resources available.

Noel

From: Samantha Abell [<mailto:sabell@gautier-ms.gov>]
Sent: Tuesday, October 30, 2012 10:53 AM
To: 'Gordon Gollott'; Noel Hughes
Subject: RE: Shepard State Park

I was just trading texts with Senator Brice Wiggins in regards to this matter—I think he was meeting with Noel at the time. Let's get together at your convenience.

Looking forward to it.

Samantha D. Abell
City Manager
City of Gautier, MS
(o) 228.497.8017 | www.gautier-ms.gov

From: Gordon Gollott [<mailto:gollottd@bellsouth.net>]
Sent: Tuesday, October 30, 2012 8:53 AM
To: noelh@mdwfp.state.ms.us
Cc: sabell@gautier-ms.gov
Subject: Shepard State Park

Noel,

Appreciate your efforts in highlighting the concerns for Shepard State Park.

In order to move forward, and pursue changeover to the City of Gautier, could you provide the following data.

1. Financials for the park, i.e. income/expenses for the last two years if possible.
2. What hours is the State operating today, and the no. of personnel involved.

3. Future plans if the City of Gautier does not assume responsibility, dates of this if available.

V/R

Gordon T. Gollott
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