

INTERLOCAL AGREEMENT FOR JOINT DEVELOPMENT OF RIVERFRONT PARK

THIS INTERLOCAL AGREEMENT FOR JOINT DEVELOPMENT OF RIVERFRONT PARK (the “Agreement”) is made on this the _____ day of _____, 2024, by and between the BOARD OF MAYOR AND ALDERMEN OF THE CITY OF VICKSBURG, a political subdivision of the State of Mississippi (“City”), and Warren County Board of Supervisors (“County”), a political subdivision of the State of Mississippi.

RECITALS

WHEREAS, City and County are parties to that certain **Interlocal Park Maintenance Agreement** dated April 4, 2022 wherefore the parties entered into an agreement to close the Riverfront Park located on Washington Street due to continuous erosion, accept property located on Lee and Oak Streets donated by the Golding Land Company Vicksburg Properties, LLC for use as the new park, to bear its share of costs related to the maintenance of the park and to budget monies to equally pay the costs for the operating and maintain of the, which Agreement was approved by the Attorney General for the State of Mississippi on June 24, 2022, and which Agreement shall remain in effect. The terms in the 2022 Agreement shall have priority over any inconsistent terms in this Agreement.

WHEREAS, the City and County have determined that it is in the public’s interest to participate in joint undertakings to increase recreational opportunities for citizens in the City and County.

WHEREAS, the City and County have accepted the donation of property from the Golding Land Company Vicksburg Properties, LLC located on Lee and Oak Street for placement of the new park.

WHEREAS, the City and County wish to further memorialize their respective duties and obligations with respect to the development and construction of the park.

NOW THEREFORE, in consideration of the foregoing and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purpose of Agreement: This Agreement is authorized pursuant to Mississippi Code Annotated Section 55-9-1 which allows the City and County to acquire property through a donation for the park site and to provide funding for the constructing, equipping, maintaining and operating of the park.
2. Effective Date and Duration: This Agreement shall not take effect until it has been duly executed by both parties and approved by the Attorney General’s Office and filed with the Chancery Clerk and Secretary of State’s Office (the “Effective Date”). This Agreement shall remain in effect for five (5) years following the Effective Date unless earlier terminated pursuant to the provisions of Section 13 below, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed upon mutual agreement of the parties.

3. Administration: Each party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The parties’ initial Administrators shall be the following individuals:

City’s Administrator
Rick Daughtry
Parks and Recreation Director
City of Vicksburg
1080 Army Navy Drive
Vicksburg, Mississippi 39180
pdaughtry@vicksburg.org
601-634-4514

County’s Administrator
Loretta Brantley or other
913 Jackson St.
Vicksburg, Ms 39183
lorettab@co.warren.ms.us
601-634-8073

Each party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other party.

4. Financial Responsibilities:

- a. The City shall pay costs not to exceed two million dollars (\$2,000,000.00) from its surplus funds as the City’s responsibility for fees related to engineering and design costs, construction, purchase of equipment for the park and other related development costs.
- b. The County shall pay costs not to exceed two million dollars (\$2,000,000.00) from its surplus funds as the County’s responsibility for fees related to engineering and design costs, construction, purchase of equipment for the park and other related development costs.
- c. The City and County can also accept monetary donations from individuals and organizations to defray the costs for the development of the park.

5. Manner of Acquiring Real Property for the Park: The City and County agree to accept the donation from Golding Land Company Vicksburg Properties, LLC of 5.5 acres of land located on Lee and Oak Street as the location of the park. The City and County will execute the Donation Agreement to effectuate the transfer of property, see Legal Description of the Property attached to this Agreement as Exhibit A.

6. Park Design and Construction:

- a. Phase 1 Design Elements: The City and County created the Riverfront Park Advisory Committee to recommend a proposal of design elements and themes for the park that best suits the interests of the community. The City appointed Fermika Smith (co-chair), Dorwin Shields and Laura Beth Strickland as its representatives. The County appointed Linda Fondren (co-chair), Mark Buys, Elizabeth Nelson, Mike Curtis and Janice Flowers as its representatives.
- b. Phase 2: Selection of Engineer or Architect: The City and County shall jointly secure an engineering or architectural firm to incorporate the recommended design elements from the Riverfront Park Advisory Committee into a conceptual design

plan to be approved by the City and County and shall enter into a joint contract with said firm related to the engineering or architecture services setting forth the scope of work and cost estimate for construction. That the City and County shall equally share the costs associated with said services.

- c. Phase 3: Construction of Park: The City and County shall equally share the costs for the construction of the park.
 - d. Phase 4: Equipment: The City and County shall equally share the costs for any equipment or improvements needed for the park.
7. Alterations and Improvements: Neither party may make any additions, changes, alterations or improvements to the park or park design without first obtaining the prior written consent of the other party. Should a party desire to make any additions, changes, alterations, or improvements deviating from the initial approved design plan, then that Party shall solely be financially responsible for obtaining the modified plans and specifications and for the additional construction and other related additional costs associated with said change. Each party must provide the other party with at least thirty (30) days' notice of its desire to make any additions, changes, alterations or improvements to the park or park design.
 8. Independent Contractor: Any party hired to perform work associated with the park plan and any alterations to the park plan will be an independent contractor and not an agent, employee or servant of the City or County. Each hired party shall be solely responsible for control, supervision, direction and discipline of its personnel.
 9. Insurance: Each Party shall maintain its own insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement or as it deems reasonably appropriate and prudent. Each party shall provide the other with a certificate of insurance.
 10. Media Outreach: The parties shall work together and coordinate all media outreach, requests for interviews, and media events relating to activities at the park.
 11. Compliance with Laws: In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules, and regulations.
 12. Default and Remedies:
 - a. Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

- b. Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

13. Early Termination:

- a. 180 Days' Notice. Except as provided additionally or otherwise herein, either party may terminate this Agreement at any time, with or without cause, upon not less than one hundred eighty (180) days advance written notice to the other party.
- b. Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. If funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.
- c. Termination for Breach. In the event that either party commits a default, then the other Party may terminate immediately by delivering written notice to the other Party.

14. Notices: All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States Mail shall be deemed given as of the date the same is deposited in the United States Mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

12. Miscellaneous:

- a. Entire Agreement: Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.
- b. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Mississippi. The venue of any action arising out of this Agreement shall be in Warren County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.
- c. Interpretation. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

d. Severability: If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

e. No Waiver: A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

f. No Assignment: This Agreement shall not be assigned, either in whole or in part, by the City or the County without the express written consent of the other party. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

g. Warranty of Authority: Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below each parties' respective signatures.

THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF VICKSBURG, MS

BY: George Flaggs, Mayor

Dated: _____

BOARD OF SUPERVISORS OF WARREN COUNTY, MS

BY: Kelle Barfield, President

Dated: _____

EXHIBIT A

Legal Description

Being PPIN: 16836 & 16960, Parcels 108V 29 2270B 000100 & 108T 29 01000200 0400 as recorded in Deed Book 1470 at Page 353.

PARCEL ONE: All of Block or Square "B" of the Augusta Raum Survey in the City of Vicksburg, Mississippi, a plat of which appears in Deed Book JJ at Page 358 of the Deed Records of Warren County, Mississippi. Said property also appears as Square "B" of the Vicksburg Wharf and Land Company's Resurvey and a plat of same is of record in the office of the Clerk of the Chancery Court in Deed Book 69 at Page 140 to 142 inclusive.

PARCEL TWO: Certain lots or portion of ground fronting on the West side of Pearl Street between Lee and Johnson Streets in the City of Vicksburg, Mississippi, bounded and described as follows: That part of Lots 1, 2, 3, 4, 5 and 6 in Block "C" of the certain survey known as the Raum Survey, a plat of which said Raum Survey is duly recorded in Book JJ at Page 358 of the Land Records in the office of the Clerk of the Chancery Court of said County, lying Easterly of the Illinois Central Railroad Company's (formerly the Yazoo and Mississippi Valley Railroad Company) Easterly right of way line, said right of way line being 50 feet perpendicularly distant Easterly from the center line of said railroad company's southbound main tract as now located, containing an area of 34,276 square feet, more or less.

Also that alley which runs through the center of Block "B" of the property above conveyed and all that portion of Johnson Street which lies West of the West boundary line of Mulberry Street (sometimes known as Oak Street) and East of a line which runs parallel with and 50 feet East of the center line of the main line of the Illinois Central Railroad Company running through Block "C" of said Augusta Raum Survey, and also all that part of Pearl Street which lies between the North line of Lee Street and the North line of Johnson Street referred to above.

PARCEL THREE: All of Lots 19, 20, 21, 22, 23 and 24 of square 2 of the Balfour Tract or Survey as same is shown by plat or map recorded in Book 62 at Page 301 of the Land Records in the office of the Chancery Clerk of Warren County, Mississippi. Together with all buildings and improvements of every kind, character and nature located on or affixed to the above-described property.

Further Described by recent survey as follows:

Beginning at the Southeasterly corner of Lot 1, Block "B", Augusta Raum, Deed Book JJ at Page 358 of the Land Records of Warren County, Mississippi; said point at the intersection of the West line of Oak Street with the North Line of Lee Street; thence run with said Lee Street right-of-way, N 69° 43' 42" W, a distance of 432.72' to a point in the east line of a Railroad Right-of way and the southwest corner of Lot 1, Block "C" Augusta Raum; thence turn, leaving Lee Street and run with said railroad right-of-way, N 14° 45' 00" E, a distance of 406.76' to a point intersecting the

north right-of-way of Johnson Street; thence turn, leaving said railroad and run with Johnson Street, S 69° 44'00" E, a distance of 168.53' to a point at the Southwest corner of Lot 19, Square 2, Balfour Survey, Deed Book 62 at Page 301 of said records and a point in the East right-of-way of Pearl Street; thence turn, leaving Johnson Street and run with Pearl Street, N 12° 39'00" E, a distance of 339.70' to a point in the south line of Rigby Street and the Northwest Corner of Lot 24, Balfour Survey; thence turn and run with Rigby Street, S 69° 44'00" E, a distance of 158.00' to a point at the Northeast corner of said Lot 24; thence turn and run S 16° 42'00" W, a distance of 337.30' to a point at the Southeast corner of said Lot 19 and a point in the north right-of-way of Johnson Street; thence turn and run with Johnson Street, S 69° 44'00" E, a distance of 168.00' to a point in the West right-of-way of Oak Street; thence turn and run with Oak Street S 20° 04'40" W, a distance of 404.97' to the Point of Beginning.

And further described as the property conveyed by Warranty Deed filed in Book 1630 at Page 139 of the Land Records of Warren County, Mississippi.