

**INTERLOCAL COOPERATIVE AGREEMENT BY AND BETWEEN
THE CITY OF COLUMBUS, MISSISSIPPI AND THE
COLUMBUS LOWNDES CONVENTION AND VISITORS BUREAU**

This Agreement is made and entered into this date by and between the Mayor and City Council of the City of Columbus, Mississippi and the Columbus Lowndes Convention and Visitors Bureau.

WITNESSETH

WHEREAS, the Mayor and City Council of the City of Columbus, Mississippi, acting for and on behalf of Columbus, Mississippi, adopted a resolution at a lawfully called meeting duly convened on February 6, 2018, and did unanimously adopt a resolution authorizing the adoption and delivery of an Interlocal Cooperative Agreement between Columbus Lowndes Convention and Visitors Bureau, Columbus Mississippi and the City of Columbus, Mississippi (hereinafter the “Parties”); and

WHEREAS, the Board of the Columbus Lowndes Convention and Visitors Bureau (“the CVB”), acting on behalf of the CVB, adopted a resolution at its specially called meeting duly convened on February 6, 2018, and did unanimously adopt a resolution authorizing the adoption and delivery of this Interlocal Cooperation Agreement between Columbus, Mississippi, and the Columbus Lowndes Convention and Visitors Bureau;

NOW THEREFORE, BE IT RESOLVED the Parties above referenced enter into this Agreement as follows:

I. DURATION

This Agreement shall take effect upon the approval of the Attorney General of Mississippi and shall remain in effect for ten (10) years thereafter or for such time as the 2% restaurant tax remains in place, whichever time is shorter, unless the Columbus Lowndes Convention and Visitors Bureau and its successors or assigns cease to exist.

II. PURPOSES

The Parties agree that there is both demand and need at Propst Park in Columbus, Mississippi for improvement to baseball fields for use by the residents of Columbus and Lowndes County, Mississippi, and it is agreed that it is clearly to the benefit of the Parties to take cooperative action in the refurbishment and redevelopment of the baseball fields at Propst Park in Columbus to increase the likelihood of holding tournament competition therein and thereby further promoting tourism and quality of life in Columbus.

As well, the Parties acknowledge that the Senator Terry Brown Amphitheater in Columbus is only partially complete, and the Parties agree to take cooperative action to further the construction activities so as to further promote tourism and entertainment in Columbus, Mississippi.

Further, the Parties acknowledge that certain special events in Columbus have grown and become popular in the region as major tourism events.

Thus, the Parties agree that their purposes in entering into this Interlocal Cooperation Agreement are to concentrate their assets in furtherance of the purposes of improving the baseball fields at Propst Park in Columbus, improving the Senator Terry Brown Amphitheater and

supporting specified special events in Columbus, Mississippi, with the ultimate goal of enhancing tourism possibilities and quality of life for the citizens of Columbus and visitors thereof.

III. CITATION OF AUTHORITY

The City of Columbus is authorized to exercise powers pursuant to Section 21-17-1 of the Mississippi Code. The CVB is authorized to exercise powers pursuant to Section 17-3-21 of the Mississippi Code. The Parties hereto have statutory authority to enter into this Agreement under Section 17-13-5 of the Mississippi Code of 1972 (The Interlocal Cooperation Act of 1974) which defines “Local Government Unit” to include any incorporated city and local tourism commissions and defines the “Governing Authority” to include the governing board of any city and the commission of a local tourism commission. Section 17-13-7(4) of the Mississippi Code authorizes the Governing Authority of Local Government Units to enter into written contractual agreements with one another for joint or cooperative action to provide services and facilities pursuant to the provisions of this chapter.

IV. TERMS OF THE CONTRACTUAL AGREEMENT

A. Propst Park Improvements

The CVB agrees, subsequent to approval of this Agreement by the Mississippi Attorney General, beginning on October 15, 2018, and continuing on for each successive month thereafter until September 15, 2019, to remit to the City no later than the 15th of each month a sum equal to \$31,250. Thereafter, for the remaining duration of this Agreement, to remit to the City no later than the 15th of each month, a sum equal to one-twelfth (1/12) of \$300,000.00 (\$25,000.00) for improvements to the baseball fields at Propst Park in Columbus, Mississippi. The City agrees it shall place these funds into a special account and that such funds shall be restricted for such use, and at the end of each fiscal year the City shall report in writing to the CVB the manner and use of such funds. These payments shall be contingent on the City having remitted the 2% tax payment to the CVB by the 15th of each month.

B. Senator Terry Brown Amphitheater Improvements

The CVB agrees, subsequent to approval of this Agreement by the Mississippi Attorney General, beginning on October 15, 2018, and continuing on for each successive month thereafter until September 15, 2019, to remit to the City no later than the 15th of each month a sum equal to \$5,208.34. Thereafter, for the remaining duration of this Agreement, to remit to the City no later than the 15th of each month, a sum equal to one-twelfth (1/12) of \$50,000.00 (\$4,166.67) for improvements to the Senator Terry Brown Amphitheater in Columbus, Mississippi. The City agrees it shall place these funds into a special account and that such funds shall be restricted for such use, and at the end of each fiscal year the City shall report in writing to the CVB the manner and use of such funds. These payments shall be contingent on the City having remitted the 2% tax payment to the CVB by the 15th of each month.

C. Special Event Funding

The CVB agrees, for the duration of this Agreement and upon request by the entity hosting such events in Columbus, to remit to those organizations annually the sum of \$12,500 for

marketing, entertainment and promotion of such events: Juneteenth Festival; Southside Townsend Park Blues Festival; Seventh Avenue Heritage Festival and Market Street Festival. Said sums will be payable by the CVB in two installments of \$6,250, with the first being due upon approval of the application of the host entity and the remaining installment being due upon completion of the appropriate closeout paperwork of the event and approval by the CVB Board. All events shall be required to comply with the application procedures and documentation requirements as presently established by the CVB as these safeguards are in place to allow the CVB to document appropriate use of public funds.

As well, the City agrees, for the duration of this Agreement and upon request by the entity hosting such events in Columbus, to remit as advertising municipal resources annually the sum of \$2,500, conditioned upon these events allowing the City to offer written, printed and/or oral statements that bring into favorable notice the opportunities, possibilities and resources of the City, pursuant to the terms of and as permitted by Section 17-3-1 of the Mississippi Code.

**V. MANNER OF FINANCING, STAFFING AND SUPPLYING
THE COOPERATIVE UNDERTAKING AND
ESTABLISHING AND MAINTAINING A
BUDGET THEREFORE;
ACCOUNTING FOR SAME**

The CVB shall finance the cooperative undertaking as specified above. The City shall contribute to the cooperative undertaking as specified above and shall contribute additional funds in furtherance of the purposes of this contract as needed and as municipal funds are available in order to complete the improvements to the baseball fields at Propst Park and at the Terry Brown Amphitheater in Columbus. The CVB shall be entitled to offer input into the improvements at the baseball fields at Propst Park and at the Senator Terry Brown Amphitheater, and the City shall give such input due consideration. The Secretary/Treasurer of the City shall be designated to receive, disburse and account for the funds paid to the City by the CVB under this Agreement. The City shall maintain a budget for the funds to be provided by the CVB to the City, and the Secretary/Treasurer of the City is designated to receive and disburse such funds as provided for herein.

**VI. METHOD OF TERMINATION OF THIS
AGREEMENT AND
DISPOSITION OF PROPEPRTY UPON SAME**

Because the City will, in all likelihood, issue bonds in reliance upon this Agreement and/or borrow funds from the Mississippi Development Bank or obtain other lawfully authorized financing, this Agreement may be terminated only upon the joint approval of both the City and the CVB. Once terminated, all the property of the City shall remain that of the City. The City and the CVB shall not purchase any jointly owned property, so upon termination of this Agreement, the City shall continue to own its property and the CVB shall own its property. To the extent there is any jointly owned property upon termination of this Agreement, such property will be sold and the proceeds of the sale divided evenly between the Parties hereto.

VII. ADMINISTRATION OF THE COOPERATIVE UNDERTAKING

The Mayor and City Council of the City shall administer the expenditure of the funds described herein, with input from the Board of the CVB. The City shall report to the CVB in writing annually as specified in Article IV of this Agreement.

VIII. MANNER OF ACQUIRING, HOLDING OR DISPOSING OF REAL AND PERSONAL PROPERTY

No real property shall be acquired by either party pursuant to this Agreement. Any personal property acquired by the City in carrying out this Agreement shall be obtained in accordance with the State's public purchasing laws. Any personal property acquired by the CVB in carrying out this Agreement shall be obtained in accordance with the State's public purchasing laws. The City shall not, during the term of this Agreement, dispose of the real property at Propst Park where the funds provided herein are to be expended or any part of the land upon which the Senator Terry Brown Amphitheater is located, where the funds provided herein are to be expended. Any surplus personal Property of either party or both shall be disposed of in accordance with law and divided as provided in Article VI herein.

IX. OTHER MATTERS

A. Approval and Filing.

This Agreement shall not take effect until the same has been approved by the Attorney General of the State of Mississippi in accordance with the provisions of the Interlocal Cooperation Act. In addition, this Agreement shall not take effect until the same is filed with the Chancery Clerk of Lowndes County, the Secretary Treasurer of the City of Columbus and the Secretary of State of Mississippi.

B. Severability.

If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

C. Counterparts.

This Agreement may be executed simultaneously or in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

D. Law Governing.

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, specifically Sections 17-13-1 et seq., Mississippi Code of 1972, Annotated, as amended, being the Interlocal Government Cooperation Act of 1974, as amended.

E. Headings.

The headings of the provisions within this Agreement are inserted for convenience only and shall not be deemed to change the other written provisions within this Agreement.

IN WITNESS WHEREOF, The Mayor and City Council of the City of Columbus, Mississippi, and the Columbus Lowndes Convention and Visitors Bureau have caused this Agreement to be executed in their respective names and under their respective corporate seals to be hereunto affixed and attested by duly authorized officers as of the _____ day of February, 2018 for the CVB, and as of the _____ day of February, 2018 for the City of Columbus, Mississippi.

CITY OF COLUMBUS, MISSISSIPPI

ROBERT E. SMITH, SR., MAYOR

ATTEST:

MILTON RAWLE, JR., SECRETARY/TREASURER

(S E A L)

COLUMBUS LOWNDES CONVENTION AND
VISITORS BUREAU

DeWitt T. Hicks, Chairman

ATTEST:

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF LOWNDES

Personally appeared before me, the undersigned authority, in and for said State and County, within my jurisdiction, the within named ROBERT E. SMITH, SR., who acknowledged that he is the Mayor of the City of Columbus, Mississippi, and attested by MILTON RAWLE, JR., who acknowledged that he is the Secretary/Treasurer of the City of Columbus, and that for and on behalf of the said City, and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by the City Council so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the ____ day of February, 2018.

NOTARY PUBLIC

(SEAL)

My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF LOWNDES

Personally appeared before me, the undersigned authority, in and for said State and County, within my jurisdiction, the within named DeWitt T. Hicks, who acknowledged that he is the Chairman of the Columbus Lowndes Convention and Visitors Bureau, Columbus Mississippi, and attested by _____, who acknowledged that he/she is the _____ of the said Bureau, and that for and on behalf of the said Bureau, and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said Bureau so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the ____ day of February, 2018.

NOTARY PUBLIC

(SEAL)

My Commission Expires:
