

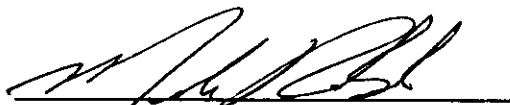
**ORDER: ACCEPT MEMORANDUM AGREEMENT WITH THE CITY OF
OXFORD AND MISSISSIPPI TRANSPORTATION COMMISSION
ON THE IMPROVEMENTS FOR HIGHWAY 7/UNIVERSITY AVE
INTERCHANGE**

Motion was made by Chad McLarty, duly seconded by David Rikard, to accept Memorandum agreement with the City of Oxford and Mississippi Transportation Commission on the improvements for HWY 7/University Ave interchange.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor Larry Gillespie, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 6th day of December, 2021.


Mike Roberts, President
Board of Supervisors
Sherry Wall, Chancery Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
THE MISSISSIPPI TRANSPORTATION COMMISSION,
THE CITY OF OXFORD, MISSISSIPPI,
AND LAFAYETTE COUNTY, MISSISSIPPI**

PROJECT NO. SP-0019-02(058)/107834-301000

This Memorandum of Agreement (this "Agreement") is executed by and between the City of Oxford, Mississippi (the "City"), a municipal corporation of the State of Mississippi, acting by and through its Mayor and Board of Aldermen, Lafayette County, Mississippi (the "County"), a political subdivision of the State of Mississippi, acting through the Board of Supervisors and the President of the Board of Supervisors, and the Mississippi Transportation Commission (the "Commission"), a body corporate of the State of Mississippi which executes its directives through the Mississippi Department of Transportation ("MDOT"), effective as of the last date of execution hereof.

WHEREAS, Sections 65-1-8, 65-1-27 and 65-1-75 of the Mississippi Code of 1972 authorize the Commission, the County and the City to enter into agreements with each other for the purposes of constructing and maintaining transportation infrastructure within the municipal boundaries of the City; and

WHEREAS, the Commission owns and maintains the facility designated as State Route 7 ("the Highway"), segments of which lie within the municipal boundaries of the City; and

WHEREAS, the Commission owns and maintains a portion of the facility designated University Avenue, which lies within the municipal boundaries of the City; and

WHEREAS, the City maintains a portion of the facility designated as University Avenue west of the existing interchange, within the municipal boundaries of the City; and

WHEREAS, the parties to this Agreement recognize the need to make improvements to the interchange of State Route 7 and University Avenue in Oxford (the "Project"); and

WHEREAS, the Mississippi Legislature has authorized four million dollars (\$4,000,000.00) in general obligation bonds that may be issued by the Department of Finance and Administration upon request by the Commission to aid the funding of this Project by House Bill 1730, 2020 regular session (the "Bonds"); and

WHEREAS, the Mississippi Legislature has authorized and directed that seven hundred fifty thousand dollars (\$750,000.00) be expended for the Project pursuant to SB 3049, 2019 regular session; and

WHEREAS, the Mississippi Legislature has authorized and directed that two hundred fifty thousand dollars (\$250,000.00) be expended for the Project pursuant to HB 1413, 2021 regular session; and

WHEREAS, the Commission is willing to contribute up to one million dollars (\$1,000,000.00) for the cost of the project, to award the project to a successful bidder and to conduct construction engineering and inspection services; and

WHEREAS, the City is willing to contribute funds and project resources up to the amount of one million dollars (\$1,000,000.00); and

WHEREAS, the County is willing to contribute funds up to the amount of one million dollars (\$1,000,000.00) to the Project; and

WHEREAS, the City is willing to donate real property it owns as right of way for the Project; and

WHEREAS, the Commission, the County and the City desire to work in coordination and cooperation with each other in a government-to-government relationship for the benefit of all parties in order to alleviate congestion through improvements in traffic flow and capacity and enhance safety of users of the Interchange (the "Project"); and

WHEREAS, the Mississippi Department of Transportation ("MDOT") through direction of the Commission has prepared certain preliminary engineering plans, maps and deeds for the Project; and

WHEREAS, the Commission, the City and the County shall jointly pursue completion of the Project for the purpose of enhancing the safety and convenience of travelers and other users of the Interchange in accordance with this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Commission and the City do hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to establish and define the respective responsibilities and obligations of the Commission, the County, and the City with respect to their joint cooperative efforts to construct and maintain certain improvements intended to alleviate traffic congestion and delays and enhance safety of users of the Interchange while providing a welcoming entryway to the City through University Avenue at State Route 7 within the municipal limits of the City in Lafayette County, Mississippi.

II. CONTACT PERSONS

It is understood by all the parties that the Commission executes all its orders and directives through the Executive Director of MDOT. It is understood by all parties that the City executes all of its orders and directives through its Mayor. It is understood by all parties that the County executes all of its orders and directives through the President of its Board of Supervisors.

Unless otherwise notified in writing to the contrary, the appropriate contact person for the parties for matters pertaining to this Agreement shall be:

For the Commission:

Brad White
Executive Director
Mississippi Department of Transportation
Post Office Box 1850
Jackson, Mississippi 39215-1850
Telephone: (601) 359-7002
Fax: (601) 359-7050

For the City:

Mayor Robyn Tannehill
City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655
Telephone: (662) 236-1310
Fax: (662) 232-2337

For the County:

Mike Roberts
President of the Board of Supervisors
Board of Supervisors, Lafayette County
300 North Lamar Boulevard
Oxford, Mississippi 38655
Telephone: (662) 234-6123
Fax: (662) 234-5402

III. RESPONSIBILITIES OF THE PARTIES

It is understood and agreed that this Agreement is a Memorandum of Agreement, and that its provisions may be superseded by state and federal laws, regulations, rules, and policies. The parties agree that the duties and responsibilities to be performed by the City shall be done in accordance with the MDOT Local Public Agency Project Development Manual.

A. The Commission hereby covenants and agrees as follows:

1. MDOT has completed all necessary environmental reviews, including any necessary public hearings for the Project, all in accordance with applicable guidelines issued by the Federal Highway Administration (FHWA). MDOT shall make all environmental review materials available to the City promptly upon execution of this Agreement.
2. Upon execution of this Agreement, MDOT shall provide to the City all surveys plans, drawings, geotechnical investigations and recommendations and other materials relating to the Project (in electronic format) prepared to date. The City acknowledges that these materials may be insufficient and require additional effort and the Commission shall not be held liable for the content of this information.
3. The Commission agrees to let a construction contract and conduct construction engineering and inspection. MDOT will advertise for bids upon completion of all plans, confirmation of the acquisition of all right of way, the completion of all necessary utility adjustments and relocations by the City, and any other necessary work in accordance with the MDOT

Local Public Agency Project Development Manual in order for MDOT to let the Project.

4. To continue to maintain the facilities on the Commission's right of way except for the segment of University Avenue west of the interchange.
5. To commit up to One Million (\$1,000,000.00) to the Project to fulfill the legislative requirement so that the Bonds authorized may be issued to fund the Project.
6. That the Project expenses shall be paid first from the Bond proceeds of Four Million (\$4,000,000.00) as authorized by HB 1730, 2020 regular session. Then, Project expenses shall be paid from the One Million (\$1,000,000.00) committed to the Project by the Legislature, by SB 3049, of the 2019 regular session (\$750,000.00) and HB 1413 of the 2021 regular session (\$250,000.00). Then, Project expenses shall be paid from the One Million (\$1,000,000.00) committed by MDOT. Then, Project expenses shall be paid from the One Million (\$1,000,000.00) committed by the City and the One Million (\$1,000,000.00) committed by the County in equal shares. Then, any Project expenses that exceed Eight Million (\$8,000,000.00) shall be paid by MDOT.

B. The City hereby covenants and agrees as follows:

1. To commit up to one million dollars (\$1,000,000.00) in equal shares with the county after all legislative appropriations and the One Million (\$1,000,000.00) MDOT share is expended.
2. In the event any additional environmental studies or reviews (including but not necessarily limited to any potential environmental re-evaluations) relating to the Project are required after the date of this Agreement, the City, in consultation with MDOT and FHWA, shall prepare required environmental documents and schedules, organize and present any required public hearings for the Project, all in accordance with MDOT's Standard Operating Procedures for environmental reviews and with 23 CFR Part 771 implementing the National Environmental Policy Act of 1969 and in accordance with MDOT's Local Public Agency ("LPA") Project Development Manual ("PDM.")
3. The City shall make all necessary surveys and prepare plans, specifications and estimates for the Project in accordance with all applicable requirements of FHWA and MDOT's LPA PDM.
4. The City shall be responsible for securing all utility agreements required and acquiring all right-of-way necessary for the Project from Project funds. Right-of-way acquisitions and utility relocations shall be performed

in accordance with the applicable requirements of the FHWA and MDOT's LPA PDM. The right of way shall be acquired in the name of the City from Project funds.

5. To donate, right of way owned by the City that is needed to construct and maintain the Project.
6. The City shall deliver plans, specifications and estimates to MDOT for review and comment at appropriate intervals during development of the Project and shall participate with MDOT, the County and such other interested individuals or entities in such conferences, inspections and reviews as may be required or appropriate for development of final plans, specifications and estimates for the completion of the Project. Prior to MDOT advertising the Project for bids, the City shall deliver final plans, specifications and estimates for the Project to MDOT in a ready-to-bid state.
7. All plans submitted by the City shall conform to the standards adopted by the MDOT, and all specifications for the Project shall be in accordance with the Mississippi Standard Specifications for Roads and Bridges, current edition. The City shall comply with all applicable provisions of the MDOT LPA PDM.
8. That the Project expenses shall be paid first from the Bond proceeds of Four Million (\$4,000,000.00) as authorized by HB 1730, 2020 regular session. Then, Project expenses shall be paid from the One Million (\$1,000,000.00) committed to the Project by the Legislature, by SB 3049, of the 2019 regular session (\$750,000.00) and HB 1413 of the 2021 regular session (\$250,000.00). Then, Project expenses shall be paid from the One Million (\$1,000,000.00) committed by MDOT. Then, Project expenses shall be paid from the One Million (\$1,000,000.00) committed by the City and the One Million (\$1,000,000.00) committed by the County in equal shares. Then, any Project expenses that exceed Eight Million (\$8,000,000.00) shall be paid by MDOT.
9. That it will, upon completion of the construction, properly maintain University Avenue west of the interchange within the corporate limits.

C. The County hereby covenants and agrees as follows:

1. To commit up to one million dollars (\$1,000,000.00) in equal shares with the city after all legislative appropriations and the One Million (\$1,000,000.00) MDOT share is expended.
2. That the Project expenses shall be paid first from the Bond proceeds of Four Million (\$4,000,000.00) as authorized by HB 1730, 2020 regular

session. Then, Project expenses shall be paid from the One Million (\$1,000,000.00) committed to the Project by the Legislature, by SB 3049, of the 2019 regular session (\$750,000.00) and HB 1413 of the 2021 regular session (\$250,000.00). Then, Project expenses shall be paid from the One Million (\$1,000,000.00) committed by MDOT. Then, Project expenses shall be paid from the One Million (\$1,000,000.00) committed by the City and the One Million (\$1,000,000.00) committed by the County in equal shares. Then, any Project expenses that exceed Eight Million (\$8,000,000.00) shall be paid by MDOT.

IV. GENERAL PROVISIONS

- A. The Commission is responsible for building facilities which comply with all Federal, State, and local regulations. The construction is to be performed in compliance with the current addition of *Mississippi Standard Specifications for Road and Bridge Construction*.
- B. This Agreement shall be subject to termination only upon agreement between the parties.
- C. It is understood that this is only a Memorandum of Agreement, and that more specific requirements may be contained in Federal statutes, the Code of Federal Regulations, the Mississippi Code, the Standard Operating Procedures for MDOT, MDOT's LPA PDM, and other related regulatory authorities. All parties agree that they will abide by all such applicable authority.
- E. All contracts and subcontracts shall include a provision for compliance with the Mississippi Employment Protection Act, codified at Section 71-11-3 of the Mississippi Code of 1972, as amended. Under this Act, all parties and every contractor or subcontractor employed by or through the parties shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat. 3359, as amended.
- F. The Commission's obligations to perform under this Agreement are conditioned upon sufficient funding being furnished by the Bonds being issued as authorized by House Bill 1730, 2020 Legislative session and the required dedication of funds by the City and the County, as set forth in this Agreement.
- G. Where appropriate, the City and the County will hold the Commission harmless for the design and construction of the Project to the extent allowed in Section 65-1-75(1) of Miss. Code Ann. (1972), as amended.
- H. The Commission the County, and the City have tort claim coverage under the Mississippi Tort Claims Act. The City, the County, and MDOT will ensure that

any contractor employed by the City, the County, or MDOT or by a third party property developer to work on the Project has appropriate General Liability and Workers' Compensation insurance, and, as appropriate, Professional Liability Insurance, in amounts that meet or exceed the current statutory tort claims limits.

V. AMENDMENTS

This Agreement may be amended upon written amendments of the parties.

VI. SEVERABILITY

Should any provision of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

VII. RELATIONSHIP OF THE PARTIES

- A.** The City, the County, and the Commission are independent public agencies. Each is responsible for the performance of its own employees and contractors.
- B.** No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.
- C.** The Commission, MDOT, and all of their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except those specifically stated herein, and have no authority to select, employ, supervise, or control any contractor employed by the City of the County or by any person or corporation not a party to this Agreement.
- D.** The City and its agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except as specifically stated herein, and have no authority to select, employ, supervise, or control any employee or official of the Commission or MDOT or the County, or any of their contractors or subcontractors.
- E.** The County and its agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except as specifically stated herein, and have no authority to select, employ, supervise, or control any employee or official of the Commission or MDOT or the City, or any of their contractors or subcontractors.
- F.** The Commission will not be a party to any contract or subcontract entered into by the City or the County, other than this Agreement.

SO EXECUTED AND AGREED:

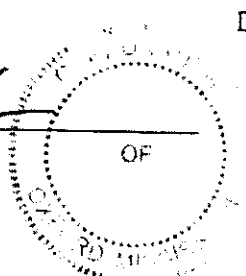
THE CITY OF OXFORD, MISSISSIPPI

BY: Robyn Tannehill
Robyn Tannehill, Mayor

DATE: _____

Attest:

By: [Signature]
Clerk



MISSISSIPPI TRANSPORTATION
COMMISSION

BY: Brad White
Brad White, Executive Director
Mississippi Department of Transportation

DATE: 12-16-21

Bk 22/Pg 537

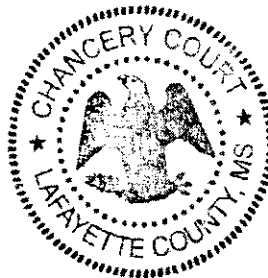
LAFAYETTE COUNTY, MISSISSIPPI

BY: Mike Roberts
Mike Roberts, President of the Board

DATE: 12/6/21

Attest:

By: Sherry Wace
Clerk



Agreement with the City of Oxford for improvements to State
Route 7 at University Avenue, Recorded at Book ____ Page ____
in the Minutes of the Commission.

REC'D DEC 16 2021 OAG

EXCERPT FROM THE MINUTES OF THE MEETING OF THE
MISSISSIPPI TRANSPORTATION COMMISSION, DECEMBER 14, 2021


Upon motion duly made with Commissioners Tom King, Willie Simmons and John Caldwell each voting yes, under the authority of the Commission, in conformity with and as spread on its minutes, the Executive Director is hereby authorized to execute a Memorandum of Understanding with the City of Oxford and Lafayette County that provides for the funding, design, and construction of improvements to the interchange of SR 7 and University Avenue in Oxford, for project SP-0019-02(058) / 107834-301000.

STATE OF MISSISSIPPI

COUNTY OF HINDS

I, Amy Hornback, Secretary, Mississippi Transportation Commission, do hereby certify that the above and foregoing is a true and correct copy of an Order of the Mississippi Transportation Commission of record in Minute Book 22, Page 537, of the Official Minutes of said Commission on file in its offices in the City of Jackson, Mississippi, duly adopted on the 14th day of December, 2021.

Witness my hand and official seal this the 16th day of December, 2021.


AMY K. HORNBACK, SECRETARY
TRANSPORTATION COMMISSION
STATE OF MISSISSIPPI