

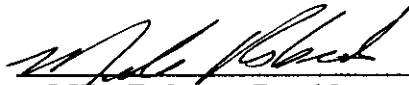
**ORDER: APPROVE INTERLOCAL AGREEMENT CREATING THE
LAFAYETTE-OXFORD-UNIVERSITY TRANSPORTATION
IMPROVEMENT COMMISSION**

Motion was made by David Rikard, duly seconded by Larry Gillespie, to approve Interlocal Agreement creating the Lafayette-Oxford-University Transportation Improvement Commission.

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 22nd day of February, 2022.



Mike Roberts, President
Board of Supervisors



Sherry Wall, Chancery Clerk

**INTERLOCAL AGREEMENT
CREATING THE
LAFAYETTE-OXFORD-UNIVERSITY TRANSPORTATION IMPROVEMENT
COMMISSION**

This Interlocal Agreement (this "Agreement") is made and entered into between and among Lafayette County, Mississippi, a political subdivision of the State of Mississippi (the "County"), the City of Oxford, Mississippi, a municipal corporation in and of the State of Mississippi (the "City"), and the University of Mississippi, an institution of higher learning of the State of Mississippi (the "University" and, together with the City and the County, the "Constituent Members"), in accordance with Section 17-13-1 *et seq.*, Mississippi Code of 1972, as amended, known as the Interlocal Cooperation Act of 1974 (the "Act"), and other applicable laws.

RECITALS:

- A. The Constituent Members have heretofore caused the design and preparation of the Lafayette-Oxford-University (LOU) Transportation Plan (2019) (the "Transportation Plan") to serve as the framework for transportation improvements within the Lafayette County-City of Oxford-University of Mississippi Community (the "LOU Community").
- B. The Transportation Plan conceptually addresses existing and future needs of the LOU Community through development, construction and implementation of a multimodal transportation network that fosters growth and addresses accessibility and mobility while preserving the character of the LOU Community, minimizing impacts to important community resources and facilities, and maintaining the integrity of existing neighborhoods.
- C. The Constituent Members recognize and agree that a formal organization that brings together multiple resources will play a critical role in the success of implementation of the Transportation Plan and will help (i) ensure that stakeholder concerns and opportunities are duly considered and stakeholder initiatives are aligned, (ii) facilitate decision making and communications, and (iii) establish a framework for accountability and performance management.
- D. The Constituent Members desire to form the Lafayette-Oxford-University Transportation Improvement Commission (the "Commission") under the Act to establish a single organizational entity to coordinate planning, assessment and implementation of improvements ("Transportation Improvements") in furtherance of the Transportation Plan.

In recognition of the foregoing recitals, and in consideration of the mutual covenants, promises and benefits set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Constituent Members agree as follows:

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ARTICLE 1
STATEMENT OF PURPOSE:
LOU COMMUNITY TRANSPORTATION PLANNING AND IMPROVEMENT

The purpose of this Agreement is to allow the Constituent Members to more efficiently and effectively utilize their governmental powers to implement the Transportation Plan for the benefit of the entire LOU Community.

ARTICLE 2
LAFAYETTE-OXFORD-UNIVERSITY OF MISSISSIPPI TRANSPORTATION
IMPROVEMENT COMMISSION

- 2.1. The Constituent Members hereby create a commission to be known as the "Lafayette-Oxford-University Transportation Improvement Commission" (the "Commission") to accomplish the purposes of this Agreement.
- 2.2. The Commission shall be comprised of the Mayor of the City, or his or her designee, the President of the Board of Supervisors of the County, or his or her designee, and the Chancellor of the University, or his or her designee (each, a "Commissioner"). Any Commissioner may appoint a designee to appear at and participate in any meeting of the Commission in writing. Such designee will have full voting power of the Commissioner represented.
- 2.3. The Commissioner of Higher Education acting on behalf of the Board of Trustees of the Institutions of Higher Learning of the State of Mississippi ("IHL"), an agency of the State of Mississippi, and the Executive Director of the Mississippi Department of Transportation ("MDOT"), shall each be ex-officio members of the Commission (the "Ex-Officio Members"), entitled to notice of all meetings and other proceedings of the Commission, but shall not be entitled to vote on any matter submitted to the Commission or have any obligation for payment of any amounts in support of the Commission. Any Ex-Officio Member may appoint a designee to appear at and participate in any meeting of the Commission.
- 2.4. The Commission shall be responsible for administration of the joint undertakings by the Constituent Members pursuant to this Agreement, and the Commission shall have and may exercise all powers and authority granted to the Commission in this Agreement and under applicable law.
- 2.5. The Commission shall organize its activities and establish its internal operating rules pursuant to bylaws to be adopted by the unanimous vote of the Commission. The bylaws of the Commission and all amendments thereto shall require the unanimous approval of the Commissioners, ~~but shall provide that any other~~ Any actions taken by the

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Commission, including, but not limited to, approval of Transportation Improvements to be undertaken and budgeting and funding of the operation of the Commission, shall require the ~~unanimous affirmative vote of not less than two-thirds (2/3) of the Commissioners.~~ The Commission shall establish a regular monthly meeting date.

Commented [A1]: Why not unanimous? Otherwise, two bodies could force their will on the third.

- 2.6. A majority of Commissioners present in person or participating by telephone or videoconference in accordance with the provisions of the Mississippi Open Meetings Act, Section 25-41-1 *et seq.*, Mississippi Code of 1972, as amended (the "Open Meetings Act"), shall constitute a quorum of the Commission for all purposes.
- 2.7. At the initial meeting of the Commission, the Commissioners shall appoint one of the Constituent Members to serve as the lead governmental unit for the Commission (the "Lead Agency"). Monies disbursed to the Commission for use in connection with any Transportation Improvement or the operations of the Commission as a result of a grant, appropriation or otherwise shall be held by the Lead Agency in trust for the Commission. The Lead Agency shall provide initial staff and support services for the Commission through the departments and employees of the Lead Agency, at no cost to the Commission. In addition, the Lead Agency's disbursing officer shall receive, disburse and account for all funds of the Commission, and the Lead Agency shall serve as the local government contact and participating local entity for the Commission with the State of Mississippi and the federal government of the United States.
- 2.8. Notwithstanding the foregoing, the Constituent Members acknowledge, agree and anticipate that each will contribute such staff, support services and funding as may be necessary and appropriate to accomplish the purposes of this Agreement. In furtherance of the foregoing, the Constituent Members hereby create an administrative fund (the "Administrative Fund") to be managed and administered by the Lead Agency on behalf of the Commission to help pay the nonreimbursable portion of the costs of any Transportation Improvements and to help pay the costs of the Commission. The Constituent Members agree to appropriate and contribute money to the Administrative Fund in whatever amounts may be determined by the Commission as necessary and appropriate in connection with the operation of the Commission and accomplishment of specified Transportation Improvements, each Constituent Member being responsible for and hereby agreeing to contribute a prorata share of the total amount determined by the Commission. The Constituent Members shall make initial appropriations to the Lead Agency within thirty (30) days after final approval of this Agreement by the Attorney General of the State of Mississippi, approval by resolution on the minutes of the governing authorities of the local governmental units, and the filing of this Agreement with Chancery Clerk of Lafayette County, Mississippi and the Secretary of State of the State of Mississippi. The Commission shall determine the amounts. In no event shall the amount contributed to the Administrative Fund by the Constituent Members exceed \$50,000.00, in the aggregate, in any fiscal year without the unanimous approval of all Constituent Members. No

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Constituent Member shall be required to make a contribution to the Administrative Fund if legally prevented from doing so.

- 2.9. The Lead Agency shall ensure that all correspondence received by, or sent to, the Commission is distributed to each of the other Constituent Members.
- 2.10. The obligations of the Lead Agency under this Agreement may be delegated to an Executive Director hired by the Commission. The Executive Director shall, at all times, be subject to the direction and control of the Commission.

ARTICLE 3 POWERS AND AUTHORITIES

- 3.1. The Commission shall have the following powers and authorities:
 - (a) To develop a strategic plan for implementation of the Transportation Plan.
 - (b) To pursue funding for implementation of the various components of the Transportation Plan from all appropriate sources.
 - (c) To develop or assist in the development of additional infrastructure necessary or appropriate to the implementation of the Transportation Plan.
 - (d) To enter into contracts for the design, planning, funding, implementation and maintenance of Transportation Improvements.
 - (e) To assist, as appropriate, in the formation and development of public improvement districts, business improvement districts and other similar systems for development and financing of Transportation Improvements.
 - (f) To encourage, facilitate, coordinate and enter into public-private partnerships in furtherance of implementation of Transportation Improvements.
 - (g) To cooperate and coordinate with MDOT, the Federal Highway Administration, the Federal Transit Administration and other federal and state agencies in the development and implementation of the Transportation Plan and Transportation Improvements.
 - (h) To enter into contracts for professional and personal services necessary or beneficial in connection with Transportation Improvements.
 - (i) To hire professional staff and incur office expenses on behalf of the Commission.

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- (j) To apply for and accept federal and state grants, appropriations and donations.
 - (k) To draft and sponsor legislation which will aid implementation of the Transportation Plan.
 - (l) To acquire real and personal property necessary or appropriate for the development and implementation of Transportation Improvements or for related infrastructure or other appropriate purposes by purchase, gift, devise or other means.
 - (m) To coordinate with community and neighborhood organizations, including churches, business associations, chambers of commerce, neighborhood associations, nonprofit organizations and related government agencies.
- 3.2. The Commission shall have full power and authority to acquire real property necessary for any Transportation Improvements, any such real property to be titled in the name of the University if located within the boundaries of the University, in the name of the City if located within the municipal boundaries of the City but outside the boundaries of the University, and in the name of the County in all other cases.
- 3.3. The Commission shall not have the authority to incur debt on behalf of any Constituent Member or enter into any agreement in the name of any Constituent Member. Any and all contracts entered into by the Commission shall clearly state that the Commission does not have the authority to obligate any of the Constituent Members and shall further provide that any obligations incurred by the Commission are payable solely from grants, loans, appropriations and other funds of the Commission.
- 3.4. In furtherance of this Agreement and the goals and purposes of the Commission, the Constituent Members explicitly acknowledge that notwithstanding grants of power to the Commission in this Agreement, each Constituent Member retains the capacity to exercise all such rights and authority in its own name and individually in furtherance of the Transportation Plan. Each Constituent Member agrees not to take any action in its own name contrary or in opposition to the actions of the Commission.
- 3.5. The Commission shall comply with all public procurement and bid laws which would otherwise apply were any individual Constituent Member contracting for property, goods or services.
- 3.6. The Commission shall not have the power or authority to levy taxes.

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**ARTICLE 4
ADDITIONAL MEMBERS**

- 4.1. The Commission may admit additional members, as voting or non-voting members, with the unanimous approval of all the Constituent Members (each, an "Additional Member").
- 4.2. As a condition to being admitted to the Commission, each Additional Member shall join in this Agreement and agree to be bound by each of its provisions.
- 4.3. Prior to admission of any Additional Member, the Commission shall seek the approval or concurrence, as appropriate, of the Attorney General of the State of Mississippi.

**ARTICLE 5
TERM AND TERMINATION**

- 5.1. In consideration of the size, complexity and expected effort required in the implementation of the Transportation Plan, the initial term of this Agreement shall be twenty-five (25) calendar years from the last date of execution by the initial Constituent Members, but may be extended for such additional periods of time as the Constituent Members may unanimously agree.
- 5.2. Any Constituent Member may terminate its participation in the Commission or otherwise withdraw from the Commission upon not less than ninety (90) days prior written notice to the other Constituent Members. No withdrawal or termination of participation by any Constituent Member shall terminate the Commission, nor shall any termination by any Constituent Member void or terminate any obligations already undertaken pursuant to this Agreement by that Constituent Member or by the Commission. No Constituent Member withdrawing from the Commission under this provision shall be entitled to demand return of any money or property contributed to the Commission or to distribution of any assets of the Commission.
- 5.3. The Constituent Members may, with the unanimous approval of all Constituent Members, terminate this Agreement and the existence of the Commission at any time. As a condition to termination of this Agreement and the existence of the Commission, the Commission shall (i) make adequate provision for satisfaction of all obligations of the Commission, and (ii) unanimously adopt a plan for distribution of all assets of the Commission to one or more governmental entities (who may be, but are not required to be, Constituent Members of the Commission).

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ARTICLE 6
RIGHTS AND OBLIGATIONS UPON TERMINATION

- 6.1. Upon termination of this Agreement, the Commission shall deliver to each Constituent Member, or such other person or persons designated by each Constituent Member, copies of all books and records of the Commission. All funds in the possession of the Commission, including funds being held in trust by the Lead Agency, belonging to each Constituent Member or received by the Commission pursuant to the terms of this Agreement, shall either be (i) returned to the contributing Constituent Member or (ii) disbursed to one or more governmental entities to be used in furtherance of Transportation Improvements.
- 6.2. Upon termination of the Commission, the prospective obligations of the Constituent Members under this Agreement shall cease as of the date specified in the notice of termination of the Commission.
- 6.3. The Lead Agency shall, or, if the Commission has hired an Executive Director, the Executive Director shall, within thirty (30) days of the date of expiration or termination of this Agreement, deliver to each other Constituent Member the following:
- (a) An accounting reflecting the balance of income and expenses of the Commission to the date of termination or expiration of the Agreement.
 - (b) The balance of funds if any then held by the Commission or by the Lead Agency for the Commission as applicable.
 - (c) Copies of all executed contracts, receipts for deposits, insurance policies, unpaid bills, correspondence and other documents, books and records, on behalf of the Commission.
- 6.4. Each Constituent Member shall have a period of ninety (90) days from the date of delivery of the foregoing within which to deliver to the Lead Agency or Executive Director, as applicable, a written statement approving or disapproving, as the case may be, the foregoing as:
- (a) A correct accounting of the income and expenses of the Commission.
 - (b) The correct balance of monies of any Constituent Member then held by the Commission or the Lead Agency on behalf of the Commission.

In the event of disapproval, the disapproving Constituent Member shall set forth in reasonable detail why such approval cannot be given, including any inaccuracy in the accounting. In the event a Constituent Member fails to respond within the ninety-day

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period, the Constituent Member will be deemed to have approved the accounting. Upon approval by each Constituent Member (including any deemed approval), the Commission and the Lead Agency shall be deemed to have fully performed all of their respective obligations under this Agreement and shall be fully released from any and all liability and obligation to the Constituent Members under this Agreement.

ARTICLE 7 SMALL, MINORITY AND DISADVANTAGED BUSINESSES

- 7.1. The Constituent Members agree that the Commission shall have a goal of not less than _____ percent (____%) for participation by small, minority and disadvantaged business enterprises in the purchase of goods and services by the Commission. The Commission shall, to the extent possible, take advantage of Section 31-7-13(s), Mississippi Code of 1972, as amended, in the purchase of commodities. The Commission may set goals for participation by small, minority or disadvantaged businesses in each contract let by the Commission.

ARTICLE 8 APPROVAL AND FILING OF AGREEMENT

- 8.1. The Constituent Members recognize and acknowledge that pursuant to the Act, this Agreement must be filed with, and the Constituent Members agree to submit the Agreement to, the Attorney General of the State of Mississippi for determination as to whether the Agreement is in proper form and compatible with applicable law. This Agreement shall not be effective until approval from the Attorney General of the State of Mississippi has been so given.
- 8.2. The Constituent Members recognize and acknowledge that, pursuant to the Act, prior to its being enforced, a copy of this Agreement must be filed with, and the Constituent Members agree to file a copy of the Agreement with, the Chancery Clerk of Lafayette County, Mississippi and the Secretary of State of the State of Mississippi.

ARTICLE 9 AUTHORITY

- 9.1. By execution of this Agreement, each Constituent Member represents and warrants that it has full statutory and regulatory authority to enter into this Agreement and carry out the provisions of this Agreement, that its governing authority has approved this Agreement by resolution recorded in the minutes of the governing authority, and that the individual executing this Agreement on its behalf is authorized to execute this Agreement on behalf of the Constituent Member. Notwithstanding the foregoing, the Agreement is not binding

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on the local governing unit if its governing authority has not actually approved the Agreement by resolution recorded in its minutes.

9.2. The legal authority for each Constituent Member to enter into this Agreement and undertake its obligations hereunder is as follows:

- (a) For the City: among others, §§ 21-17-5 and 21-19-44 of the Mississippi Code of 1972, as amended.
- (b) For the County: among others, §§ 19-3-41 and 65-7-79 of the Mississippi Code of 1972, as amended.
- (c) For the University: among others, § 37-115-1 of the Mississippi Code of 1972, as amended.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- 10.1. Except as otherwise provided in this Agreement, any and all amendments, additions or deletions to this Agreement shall be null and void unless made by the parties in writing and authorized by the governing authorities of each Constituent Member which is a party to this Agreement.
- 10.2. If any provision of this Agreement, with the application of the provision to any entity or circumstance, shall be held invalid, for the remainder of this Agreement the application of that provision to entities or circumstances other than those with respect to which it is held invalid shall not be affected thereby.
- 10.3. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto.

[SIGNATURE PAGES FOLLOW]

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LAFAYETTE COUNTY, MISSISSIPPI

Date: _____

By: _____

Mike Roberts, President
Board of Supervisors

WITNESS:

Sherry Wall, Chancery Clerk

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named Mike Roberts and Sherry Wall, to me known, who acknowledged that they are, respectively, the President of the Board of Supervisors and Chancery Clerk of Lafayette County, Mississippi, and that for and on behalf of said county and as its act and deed, they signed and delivered the foregoing Interlocal Agreement as of the date hereof, after having been duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this the ____ day of _____, 20 ____.

Notary Public

My Commission Expires:

[S E A L]

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S-1

4848-1215-6370v2
-11/24/20204848-1215-6370v2
-11/24/2020

CITY OF OXFORD, MISSISSIPPI

Date: _____

By: _____
Robyn Tannehill, Mayor

WITNESS:

Ashley Atkinson, City Clerk

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named Robyn Tannehill and Ashley Atkinson, to me known, who acknowledged that they are, respectively, the Mayor and City Clerk of the City of Oxford, Mississippi, a municipal corporation in and of the State of Mississippi, and that for and on behalf of said municipal corporation and as its act and deed, they signed and delivered the foregoing Interlocal Agreement as of the date hereof, after having been duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this the ____ day of _____, 20__.

Notary Public

My Commission Expires:

[S E A L]

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S-2

4848-1215-6370-2
- 11/24/2020 4848-1215-6370-2
- 11/24/2020

UNIVERSITY OF MISSISSIPPI

Date: _____

By: _____

WITNESS:

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named _____ and _____ (as witness), to me known, who acknowledged that they are the _____ and _____, respectively, of the University of Mississippi, an institution of higher learning of the State of Mississippi, and that for and on behalf of said institution of higher learning, and as its act and deed, they signed and delivered the foregoing Interlocal Agreement as of the date hereof, after having been duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this the ____ day of _____, 20 ____.

Notary Public

My Commission Expires:

[S E A L]

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S-3

4848-1215-6370-2
-11/24/2020-4848-1215-6370-3
-11/24/2020