

**MEMORANDUM OF AGREEMENT
BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION
AND THE CITY OF VICKSBURG, MISSISSIPPI**

This Memorandum of Agreement (“Agreement”) is made and entered into by and between the Mississippi Transportation Commission (“Commission”), a body corporate of the State of Mississippi acting through the duly authorized Executive Director of the Mississippi Department of Transportation (“MDOT”), and the City of Vicksburg, Mississippi (“City”), a political subdivision of the State of Mississippi, acting by and through its duly authorized Mayor, effective as of the latest date of execution below.

WITNESSETH:

WHEREAS, Sections 65-1-8, *et seq.* of the Mississippi Code of 1972, as amended, authorize the Commission and the City to enter into agreements with each other for transportation-related purposes; and

WHEREAS, the Commission is preparing for an upcoming Interstate 20 overlay project (Project No. 109482) (the “Project”), which includes tree clearing activities within MDOT right-of-way and limited tree clearing within the City’s right-of-way at and within the Interstate 20 interchange in the vicinity of Clay Street, as more particularly depicted in Attachment A; and

WHEREAS, in connection with the Project, the Commission may require temporary access onto certain property owned or maintained by the City on the north side of Interstate 20 in the vicinity of Clay Street, as depicted in Attachment A (the “Property”), for the purpose of performing tree clearing activities and accessing MDOT right-of-way as necessary to complete this Project; and

WHEREAS, the City has determined that it is in the best interest of the City to allow the Commission to enter upon the Property for the limited purpose described herein; and

WHEREAS, the Commission and the City desire to work in coordination and cooperation with each other in a government-to-government relationship for the benefit of both parties and the general public; and

WHEREAS, the Commission authorized the Executive Director of MDOT to execute this Agreement at the Commission meeting on _____; and

WHEREAS, the City authorized execution of this Agreement at its Board meeting on _____.

NOW THEREFORE, for and in consideration of the premises and agreements of the parties herein contained, the parties hereto agree and covenant as follows:

ARTICLE I: PURPOSE

The purpose of this Agreement is to establish and define the respective responsibilities and obligations of the Commission and the City with respect to the Commission's temporary entry upon Property owned by the City for the purpose of performing tree clearing in connection with the Project.

ARTICLE II: DUTIES AND RESPONSIBILITIES

The City Shall:

- A. Grant to the Commission, MDOT, and their employees, agents, and contractors, a temporary right of entry upon the Property for the purpose of performing tree clearing activities within the areas identified in Attachment A in connection with the Project.
- B. Cooperate with the Commission to facilitate reasonable access to the Property as necessary to accomplish their work.
- C. Acknowledge that no permanent property interest, easement, or right-of-way is conveyed by this Agreement.

The Commission Shall:

- A. Enter upon the Property solely for the purpose of performing tree clearing activities within the areas identified in Attachment A in connection with the Project.
- B. Perform all work in accordance with applicable laws, regulations, and MDOT policies and procedures.
- C. Limit its activities to those reasonably necessary for completion of the Project.
- D. Restore the Property, to the extent practicable, to a condition reasonably similar to that existing prior to entry, subject to the nature of the work performed.

ARTICLE III: GENERAL PROVISIONS

- A. This Agreement shall be governed by the laws of the State of Mississippi.
- B. This Agreement does not convey any permanent property interest and is limited solely to the purposes stated herein.

ARTICLE IV: RELATIONSHIP OF THE PARTIES

- A. The City 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 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 any of their contractors or subcontractors.

ARTICLE V: CONTACT PERSONS

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

The contact persons for this Agreement shall be:

For the Commission:

Andy McNair, P.E.,
District III Engineer
Mississippi Department of Transportation
P.O. Box 630
Yazoo City, MS 39194

For the City:

Willis Thompson, Mayor
City of Vicksburg, Mississippi
1401 Walnut Street
Vicksburg, Mississippi 39180

ARTICLE VI: RESPONSIBILITY FOR CLAIMS AND LIABILITY

Each party shall be responsible for its own acts and omissions and those of its employees, agents, and contractors, in accordance with state law.

ARTICLE VII: AMENDMENTS

This Agreement may only be amended by a written agreement executed by both parties

ARTICLE VIII: 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.

ARTICLE IX: TERM

This Agreement shall become effective upon the date of latest execution below and shall remain in effect for a period of three (3) years from that date, unless terminated by either party upon thirty (30) days written notice.

SO EXECUTED AND AGREED:

CITY OF VICKSBURG, MISSISSIPPI

Willis Thompson, Mayor

05/04/2026
Date

**MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE DULY AUTHORIZED
EXECUTIVE DIRECTOR OF THE MISSISSIPPI
DEPARTMENT OF TRANSPORTATION**

Brad White, Executive Director

Date

Recorded in the Minutes of the Commission at Book _____, Page _____.