

**STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
GULFPORT AND HARRISON COUNTY FOR THE WIDENING OF LONDON
ROAD AND FOR OTHER RELATED PURPOSES**

THIS MEMORANDUM OF UNDERSTANDING is entered into on the dates hereinafter set forth by and between the CITY OF GULFPORT, MISSISSIPPI, a political subdivision and municipal corporation organized and existing according to the laws of the State of Mississippi, (herein the “City of Gulfport”), and HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors, a political subdivision of the State of Mississippi, (herein “Harrison County”); and

FOR AND IN CONSIDERATION of the mutual benefits and advantages each to the other, the City of Gulfport and Harrison County, hereby acting by and through their respective Governing Authorities, set forth their understandings, as follow:

ARTICLE I. PURPOSE. A portion of Landon Road from the KCS railroad tracks to Highway 49 is currently a five lane road. Further widening of an additional section of Landon Road, approximately 0.59 mile (3,100 linear feet), from the intersection of US Highway 49 to the intersection of 34th Street in Gulfport, Harrison County, Mississippi, will serve to reduce traffic congestion, improve safety along Landon Road, increase connectivity and access to areas west of US Highway 49, provide economic opportunities within the area and enhance the quality of life for residents of the City of Gulfport and Harrison County.

The proposed roadway improvements lie partially within the corporate limits of the City of Gulfport and partially in the unincorporated area of Harrison County.

ARTICLE II. DURATION, TERMINATION AND AMENDMENT.

(a) Duration. This Memorandum of Understanding shall be in full force and effect for a period commencing on the effective date hereof, as hereinafter provided, and running through the later of (1) December 31, 2020 or (2) the expiration of the warranty period for the design and construction work which is the subject of this Memorandum of Understanding.

(b) Effective Date. The Effective Date hereof shall be the last date on which the following required events are completed: approval and execution of the Memorandum of Understanding by Resolution or Order adopted by the governing authorities of City of Gulfport and Harrison County.

(c) Amendment or Termination.

(1) By Consent. This Memorandum of Understanding may be amended or terminated by mutual consent in writing and duly authorized by each respective governing authority.

(2) By Notice. This Memorandum of Understanding may be terminated by official action of the Governing Authority of any one party, which termination shall require at least thirty (30) days written notice. Termination by Notice of one (1) party does not automatically terminate the obligations of the remaining party.

(3) Authority. Action taken under this Section shall be by Resolution in the same procedural manner for each Governing Authority as required for approval of this Memorandum of Understanding. The City of Gulfport shall act according to law by and through its Mayor and City Council, ("Governing Authority"), and Harrison County shall act according to law by and through its Board of Supervisors, ("Board").

ARTICLE III. PROVISIONS RELATED TO THE WIDENING OF LANDON ROAD.

(a) Definition of the Project. The City of Gulfport and Harrison County, at the sole discretion of their respective governing authorities and upon requisite funding being available to the City and County, desire to widen to five (5) lanes a section of Landon Road, approximately 0.59 mile (3,100 linear feet) from the intersection of US Highway 49 to the intersection of 34th Street in Gulfport, Harrison County, Mississippi. The City of Gulfport and Harrison County are of the opinion that this work will serve to reduce traffic congestion, improve safety along Landon Road, increase connectivity and access to areas west of US Highway 49, provide economic opportunities within the area and enhance the quality of

life for residents of the City of Gulfport and Harrison County. For purposes of this Memorandum of Understanding, the improvements shall collectively be known as the “Project”.

(b) Acquisition of Rights of Way. The City of Gulfport, at its sole discretion and upon requisite funding being available to the City, shall acquire any rights-of-way necessary for that portion of the Project located in the city limits of the City of Gulfport. Harrison County, at its sole discretion and upon requisite funding being available to the County, shall acquire any rights-of-way necessary for that portion of the Project located in Harrison County and outside the city limits of the City of Gulfport. Subject to the provisions contained in this Section 4.2 hereinabove, all costs associated with any land purchase, including legal fees, shall be paid by the party where the land is located.

(c) Funding for the Project. Preliminary cost estimates for the Project, including purchases for necessary Rights-of-Way, are expected to total approximately Five Million Dollars (\$5,000,000.00). The City of Gulfport and Harrison County agree, either jointly or individually, to endeavor to acquire the necessary funding for the Project, which funding may be from Federal, State or Local sources or a combination thereof. The City of Gulfport’s and Harrison County’s commitments to the Project shall at all times be at its sole discretion and limited to the requisite funding being available to the City and County, respectively, at their sole discretion and shall not at any time be considered a general obligation of the City or the County.

(d) Oversight and Management of the Project.

The Engineering Department for the City of Gulfport shall oversee and manage that portion of the Project located within the corporate boundaries of the City. The Governing Authority for the City of Gulfport shall ensure that all purchasing/procurement related statutes, rules and requirements are strictly followed for the Project. The City of Gulfport and/or its contractor/s shall perform work for the project for that portion of Landon Road from Highway 49 to the City limits of the City of Gulfport.

The Engineering Department for Harrison County shall oversee and manage that portion of the Project outside of the corporate boundaries of the City of Gulfport. The Governing Authority for Harrison County shall ensure that all purchasing/procurement related statutes, rules and requirements are

strictly followed for the Project. Harrison County and/or its contractor/s shall perform work for the project for that portion of Landon Road from the Gulfport City limits to 34th Street.

(e) Construction. Construction plans for the Project shall be reviewed and approved by all parties prior to construction.

(f) Public Liability. Any liabilities or claims arising out of and during the performance of this Memorandum of Understanding and/or the Project against the parties hereto, or either of the same will be determined according to applicable laws.

ARTICLE V. GENERAL PROVISIONS.

(a) Severance of Provisions. In the event any provision or part of this Memorandum of Understanding shall be rendered or determined to be legally unenforceable, without legal authority, or in violation of any law or court decision, such provision or part shall be severed herefrom, and all remaining provisions and parts shall continue in full force and effect.

(b) Captions. The captions (titles or headings) of each section or subsection hereof are included for identification purposes only and shall not control the context or interpretation of the section or subsection that it identifies.

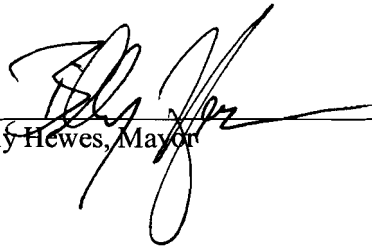
(c) Counterparts. This Memorandum of Understanding may be executed in more than one (1) counterpart, each of which shall constitute an original.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WITNESS OUR SIGNATURES as duly authorized, for and on behalf of the City of Gulfport, Mississippi, on the date indicated below.

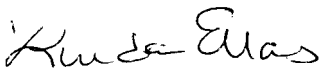
THIS THE 4 DAY OF January, 2017.

CITY OF GULFPORT, MISSISSIPPI



Billy Hewes, Mayor

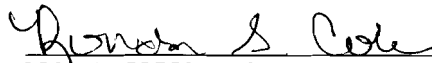
ATTEST:



Linda Elias, City Clerk

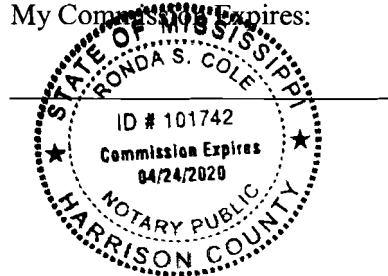
STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 4th day of January, 2017, BILLY HEWES and LINDA ELIAS, who acknowledged before me that they are the duly elected Mayor and duly serving City Clerk of the City of Gulfport, Mississippi, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and on behalf the City of Gulfport, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Gulfport.



NOTARY PUBLIC

My Commission Expires:



WITNESS OUR SIGNATURES as duly authorized for, and on behalf of Harrison County, Mississippi, on the date indicated below.

THIS THE 6th DAY OF February, 2017.

HARRISON COUNTY, MISSISSIPPI

Kent Jones
President, Harrison County Board of Supervisors

ATTEST:

[Signature]
John McAdams, Clerk of the Board

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 6th day of February, 2017, Kent Jones and JOHN McADAMS, who acknowledged before me that they are the duly serving President and Clerk of the Board, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated I the name of and for and on behalf of Harrison County, Mississippi, having been first duly authorized so to act by Order of the Harrison County Board of Supervisors.

Angela Thrash
NOTARY PUBLIC

My Commission Expires:
6-24-17

