

AGREEMENT FOR MOWING RIGHTS-OF-WAY
IN MADISON COUNTY

Agreement for mowing Rights-of-way in Madison County (herein after called "Agreement"). This agreement is made and entered into by and between the CITY OF FLORA ("CITY"), acting through the duly authorized Mayor and the MADISON COUNTY BOARD OF SUPERVISORS ("COUNTY"), beginning for the Contract Performance Period of June 1, 2016 through May 31, 2017. This agreement may be extended as provided below.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the COUNTY, desires to make certain improvements to the mowing schedule of State Routes MS 49 from the South Flora City Limits to the North Flora City Limits in Madison County.

WHEREAS, the COUNTY agrees to assume all responsibility for safety of their employees working in said areas, and further agrees to save the CITY harmless on all claims arising from work performed under this Agreement; and

WHEREAS, the COUNTY agrees to mow these sections of MS 49 approximately four (4) times per year during mowing season.

WHEREAS, the CITY is authorized to enter into such agreements and is desirous of so doing:

NOW THEREFORE, for and in consideration of the stated premises and the mutual covenants and agreements of the parties as herein contained, it is agreed as follows:

THE CITY SHALL AND DOES HEREBY:

1. Grant unto the COUNTY, a non-exclusive right of ingress and egress upon the right-of-way between the shoulder lines and the right-of-way lines on both sides on the roadway, including the median area.
2. Retain the specific right to enter upon the above stated areas to maintain and perform work commensurate with good highway and road maintenance practices.
3. Retain all maintenance rights, duties and responsibilities within the areas from shoulder line to shoulder line as required by law.
4. Retain all rights and responsibilities for control of access, outdoor advertising and other uses of the highway rights-of-way other than those specifically granted to the COUNTY.

THE COUNTY SHALL:

1. Provide all funds necessary for the initial mowing and continual mowing of the entire right-of-way of said highway.
2. Provide equipment and labor necessary for mowing, edging, trimming of sod and performing same within the right-of-way of said highway. Said services will be provided in a manner and at such times so as not to create a hazardous condition of restrictions to the traveling public.
3. Mow said right-of-ways within the City limits in Flora four (4) times per growing season. Mowing is to be uniformly spread though the growing season.
4. Provide work area signing in accordance with current standards set out in the Manual on Uniform Traffic Control Devices for Streets and Highways.
5. Assume total responsibility for the safety and liability of their operations within the limits described, and shall hold the CITY harmless on all Claims arising from work performed under the Contract and Agreement.
6. Not responsible for maintaining the shoulder line to shoulder line the roadway shoulders, drainage, storm drains, signing and striping.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That no right of responsibility other than those specifically listed herein above are granted or implied and that all rights as are not specifically conveyed herein are retained by the CITY.
2. That the CITY reserves the right to make the necessary improvements or modifications within the designated limits of the Agreement at any time it deems necessary to upgrade this facility to meet transportation demands, without payment or compensation.

- That the CITY executes its orders and directives through the CITY OF FLORA. All notices and correspondence with the CITY shall be directed to the designated agent shown below. Similarly the COUNTY executes all of its orders and directives through the Madison County Board of Supervisors. All notices and correspondence with the COUNTY shall be directed to the agent shown below. All notices and correspondence shall be considered delivered upon receipt at the locations or telephone numbers listed below. All modifications to this agreement must be submitted in writing through the designated agents and signed by the parties before they can take effect. Oral agreements cannot serve to modify this agreement.

The designated agents for the parties are:

CITY:
 Les Childress, Mayor
 City Of Flora
 168 Carter Street
 Post Office Box 218
 Flora, MS 39071

COUNTY:
 Mr. Trey Baxter
 Madison County Board of Supervisors
 125 West North Street
 Post Office Box 608
 Canton, MS 39046

Telephone: 601-879-8686
 Facsimile: 601-879-3630

Telephone: 601-855-5500
 Facsimile: 601-859-5875

- That this contract may be canceled by either party upon notification to the other party thirty (30) days prior to the date of cancellation, except when in the opinion of the CITY an unsafe condition exists, in which situation, this agreement may be terminated without prior notice.
- This Mowing Agreement may be extended by the mutual agreement of the CITY and the COUNTY. Such extension(s) shall be for one year at a time and accomplished as follows. The extension of this agreement will occur automatically unless one of the parties hereto notifies the other party of their intent not to renew said agreement. The maximum number of extensions shall be four.

Authorized by the CITY on the _____ day of _____, 20__ Minute Book _____, Page _____ and executed this _____ day of _____, 20_____.

BY AND THROUGH THE MAYOR OF THE
 CITY OF FLORA

 Les Childress, Mayor

Authorized by the Board of Supervisors of _____ County, on the _____ day of _____, 20_____, per Order found in Minute Book _____, Page _____ and executed by _____ of the Board of Supervisors, Madison County Mississippi, this day of _____, 20_____.

BOARD OF SUPERVISORS MADISON COUNTY

BY: _____