

**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 MISSISSIPPI TRANSPORTATION COMMISSION ("COMMISSION"), acting through the duly authorized Executive Director of the Mississippi Department of Transportation and the MADISON COUNTY BOARD OF SUPERVISORS ("COUNTY"), beginning for the Contract Performance Period of June 1, 2020 through May 31, 2021. This Contract Performance Period 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 22 from the East Flora City Limits to the West Canton City Limits and MS 463 from the West Madison City Limits to MS 22 in Madison County; and

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

WHEREAS, the COUNTY agrees to mow these sections of MS 22 and MS 463 four (4) times per year during mowing season for \$8,487.98, less allowable deduction for unmowed acres; and

WHEREAS, the COMMISSION is authorized to enter into such agreements by authority granted in Section 65-1-85 MCA, 1972 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 COMMISSION 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 right-of-way other than those specifically granted to the COUNTY.
5. Agrees to pay the COUNTY, the cost incurred by the COMMISSION in mowing these sections twice during the applicable growing season, based on the average none interstate mowing in Madison County.
6. Agrees to pay the COUNTY after each mowing and submission of invoice therefore, \$2,491.98 (1/4 of \$9,967.92) less deductions for un-mowed acreage. The amount of \$9,967.92 is the average cost to the COMMISSION for mowing the relevant sections of MS 22 and MS 463 two times per mowing season. That amount has been calculated as follows:

a. MS 22, 97.78 acres x 36.91 (Avg Cost)	x 2 = \$7,218.12
b. MS 463, 37.25 acres x 36.91 (Avg Cost)	x 2 = \$2,749.80
TOTAL COST	\$9,967.92

7. Deductions for any un-mowed acreage shall be made at the rate of \$18.46 per acre per mowing. This amount represents half the COMMISSION'S per acre average cost of mowing said sections of MS 22 and MS 463 and has been calculated as follows:

a. $9,967.92 \div (97.78 + 37.25)4 = \$18.46/\text{acre}$

THE COUNTY SHALL:

1. Provide all funds necessary for the initial mowing and continual mowing of the entire right-of-way of said highways in Madison County.

2. Provide equipment and labor necessary for mowing, edging, trimming of sod and performing same within the right-of-way of said highways. Said services will be provided in a manner and at such times so as not to create a hazardous condition or restrictions to the traveling public.
3. Mow said right-of-ways on MS 22 and MS 463 in Madison County four (4) times per growing season. Mowing is to be uniformly spread through 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 COMMISSION harmless on all Claims arising from work performed under the Contract and Agreement.
6. Not be responsible for maintaining from shoulder line to shoulder line the roadway shoulders, drainage, storm drains, signing and striping.
7. Notify the COMMISSION 24 hours prior to starting each mowing cycle.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That no right or 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 COMMISSION.
2. That the COMMISSION 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 other compensation.
3. That the COMMISSION executes its orders and directives through the Mississippi Department of Transportation. All notices and correspondence with the COMMISSION 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:

COMMISSION:

Mr. Randall Copeland
 District Maintenance Engineer
 P. O. Box 90
 Newton, MS 39345
 Telephone: 601-683-3341
 Facsimile: 601-683-7030
 Email: rcopeland@mdot.ms.gov

COUNTY:

Mr. Gerald Steen, President
 Madison County Board of Supervisors
 P O Box 608
 Canton, MS 39046
 Telephone: 601-859-8241
 Facsimile: 601-859-5875

4. 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 COMMISSION an unsafe condition exists, in which situation, this agreement may be terminated without prior notice.
5. This Mowing Agreement may be extended by the mutual agreement of the COMMISSION 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 the extensions shall be four.
6. It is agreed by the parties that the compensation promised herein is an amount subject to audit and review by the State Auditor and Department of Finance and Administration.

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

**MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR**

Melinda McGrath P.E., Executive Director

Authorized by 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 the ____ day of _____, 20____.

BOARD OF SUPERVISORS MADISON COUNTY

BY _____