

AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN MADISON COUNTY, MISSISSIPPI, AND THE CITY OF GLUCKSTADT, MISSISSIPPI, REGARDING THE TENDERING OF FUNDS BY COUNTY FOR THE REPAIR OF SINKHOLES IN GLUCKSTADT TO BE TAKEN FROM MUNICIPAL FUNDS HELD BY MADISON COUNTY FOR ROUTINE ROAD REPAIR UNDER THE PREVIOUS MOU

This AMENDED Memorandum of Understanding (MOU) is made and entered into by and between the Madison County, Mississippi, a political subdivision of the State of Mississippi (the "County"), and the City of Gluckstadt, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the "City"), on the date set forth hereunder.

RECITALS

WHEREAS, the City is a newly incorporated municipality and currently does not have the capacity, staff and equipment to maintain the roads and bridges within its municipal boundaries and requires material assistance from the County; and

WHEREAS, the County is willing and able to cooperate with the City in executing its function to maintain the public roads and bridges within the municipal boundaries so as to remove road hazards that threaten the public health and safety of the citizens of City and County traveling within the municipality; and

WHEREAS, both City and County desire to set forth more fully the understanding of the parties with respect to the notification process required to authorize County to undertake certain repairs of City roads and bridges; and

WHEREAS, both City and County agree that City will begin and continue to take all necessary measures to build capacity such as would allow City to undertake the responsibilities for repairing municipal roads and bridges, and that this MOU is considered of short and limited duration, and will remain in effect until September 30, 2023; and

WHEREAS, until such time that City has the staff and equipment to dispatch said maintenance services, or in accordance with the term of this MOU, the City and County agree that any payments received from the County pursuant to §65-15-21 MS Code of 1972 (Annotated), shall be returned to the County, and that the County may withhold any such payments due to the City. Any funds that have been, or may have been returned to County prior to this MOU shall be settled to accounts of the County, and City shall have no claim on said settled funds; and

WHEREAS, both parties agree that from those funds that have been withheld by the County for routine road repair the County may transfer and transmit an amount of no more than Thirty-Five Thousand Dollars (\$35,000.00) to City for the purpose of repairing sinkholes discovered in the City. The City agrees to contract with a private sector vendor to repair the sinkholes. City agrees to be responsible for inspecting vendor performance and waives any liability that might be imputed to County in the matter, including the internal transfer of funds from municipal accounts to accomplish the repair of the sinkholes.

NOW, THEREFORE IN THE SPIRIT OF COOPERATION AND IN CONSIDERATION OF THE MUTUAL BENEFITS AS OUTLINED ABOVE THE CITY AND COUNTY DO HEREBY AGREE AS FOLLOWS:

ARTICLE 1: DUTIES AND RESPONSIBILITIES:

A. Responsibilities of County:

1. County, pursuant to authorized notification and proper request by City, which may be made by phone, letter, or e-mail, shall undertake to make routine repairs to roads and bridges within the municipal boundaries of City.
2. Said routine repairs are understood by parties to include, but are not limited to: filling potholes; preparing bridges for icy and inclement weather; removing obstructions and safety hazards from roadways; and conducting other similar repairs and exercises that are in the interest of public safety and convenience.
3. "Routine repairs" do not include substantial infrastructure or road construction activities such as road grading, street leveling, installing curbs and gutters, or any other such improvements that are normally the subject of budgetary or scheduled road construction activities listed within the County's Road Plan, or are the subject of Interlocal Agreements, respectively authorized between City and County. Such routine repairs also do not include removing deer carcasses from the roadways unless the carcass is impeding the normal flow of traffic such as to constitute a traffic hazard.
4. For the term of this MOU, County will perform the responsibility of repairing roads and bridges without reimbursement by City, but will retain for the term of this MOU any tax collections due to City that are normally remitted to City for road improvement activities.
5. Under this amended agreement, County is authorized to transmit and transfer funds to City for the repair of sinkholes on municipal property, whether or not the sinkholes affect adjacent municipal roads.

B. Responsibilities of City:

1. City will notify County, by letter, phone, or by e-mail, of requests for repair or maintenance of roadways within the municipal boundaries.
2. Such notification of repair requests from City to County shall be restricted to authorized municipal officials and staff, to include the Mayor of Gluckstadt, the City Clerk, or the Municipal Engineer.
3. Requests for assistance to Madison County shall be made to the County Administrator, County Engineer, or the County Road Manager.
4. Until such time that the City has the staff and equipment to maintain the roads and bridges within the municipality, any payments received from County pursuant to §65-15-21 MS Code of 1972 (Annotated) shall be promptly returned to County.
5. Upon receipt of funds for the repair of sinkholes under the amended agreement, the City will assume responsibility for said repair to be done by private vendors. City will be responsible for inspecting the repair and will waive any and all liability imputed to County pursuant to the previous MOU for road and bridge repair.

ARTICLE II: DURATION AND TERM:

A. Term of Agreement:

1. It is anticipated that City will move forward with all deliberate speed to become fully capable of repairing streets, roads and bridges within the municipal boundaries of City, including the acquisition of necessary staff and equipment, and County agrees to cooperate for a limited period of time to repair municipal roads and bridges in the interest of public safety and convenience. This MOU will begin on the date all required signatures are affixed to the MOU, and will expire on September 30, 2023.
2. Both parties will cooperate to mutually notify one another concerning the "hand-off" and scheduling transfer of responsibilities under the MOU within 30 days of its due expiration. However, failure of mutual notification does not authorize or compel the continuation of responsibilities by County beyond the expiration date of this Agreement.
3. If City has acquired the necessary staff and equipment before the due date of expiration of this MOU, the City will give the County thirty (30)

days written notice of its intention to assume repair and maintenance responsibilities and terminate this agreement.

ARTICLE III. MISCELLANEOUS:

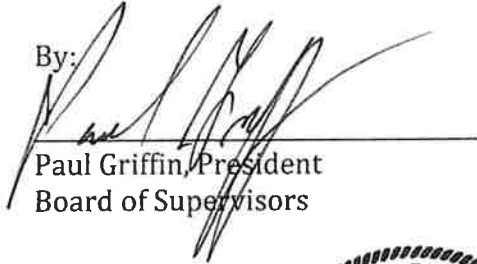
No modification of this Amended Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provision shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced, as so limited.

ARTICLE IV. EFFECTIVE DATE:

This Agreement shall be in force and effect from and after its approval by both parties, with proper signatures affixed hereto, to-wit:

FOR MADISON COUNTY:

By:


Paul Griffin, President
Board of Supervisors

FOR CITY OF GLUCKSTADT

By:


Walter C. Morrison IV
Mayor of Gluckstadt

ATTEST:




Clerk, Board of Supervisors

ATTEST:




Clerk, City of Gluckstadt