

Department of Engineering  
Tim Bryan, P.E., County Engineer

3137 South Liberty Street, Canton, MS 39046  
Office (601) 790-2525 FAX (601) 859-3430

**MEMORANDUM**

September 27, 2022

To: Sheila Jones, Supervisor, District I  
Trey Baxter, Supervisor, District II  
Gerald Steen, Supervisor, District III  
Karl Banks, Supervisor, District IV  
Paul Griffin, Supervisor, District V

From: Tim Bryan, P.E.  
County Engineer

Re: Memorandum of Understanding  
Construction of Intersection of US 51 and Green Oak Lane

The Engineering Department recommends approval of the attached MOU between Madison County and the Mississippi Transportation Commission for the construction and maintenance of the proposed intersection improvements at US 51 at Green Oak Lane.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MISSISSIPPI TRANSPORTATION COMMISSION  
AND  
MADISON COUNTY, MISSISSIPPI**

This Memorandum of Understanding (this "Agreement") is executed by and between Madison County, Mississippi ("the County") acting through the President of its Board of Supervisors; and the Mississippi Transportation Commission ("the Commission"), a body corporate of the State of Mississippi, acting through the Executive Director of the Mississippi Department of Transportation ("MDOT"), effective as of the last date of execution hereof.

**WITNESSETH:**

**WHEREAS**, Sections 65-1-8, 65-1-27, 65-1-77, and 65-1-81 of Mississippi Code Annotated (1972) authorize the Commission to enter into cooperative agreements with counties in the State of Mississippi for the construction and maintenance of interconnections between the state designated highway system and the roads and streets of the counties; and

**WHEREAS**, the Commission owns and currently has plans to improve a facility designated U.S. Highway 51 (hereinafter "the Highway"), a segment of which is located within the County at the Highway's intersection with Green Oak Lane; and

**WHEREAS**, the improvement to be added to U.S. Highway 51 will be by the advertisement, letting and award of the proposal to construct an intersection of U.S. 51 and Green Oak Lane (hereinafter "the Project"); and

**WHEREAS**, the County owns and is preparing to construct a facility designated Reunion Parkway that will intersect the Highway, opposite Green Oak Lane west of the Highway; and

**WHEREAS**, the County is the current owner of the property and/or the easements for the right of way of Green Oak Lane that extends from the Highway to the east; and

**WHEREAS**, the Commission owns the right of way that is necessary to build and construct the Project and some portions will be turned over to the County for maintenance, upon completion of the Project; and

**WHEREAS**, the County has funds available to it from various sources, which it is willing to dedicate to the MDOT Project, in an amount sufficient to fully fund the construction of the Project, and

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

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Commission and the County do hereby agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to establish and define the respective responsibilities and obligations of the Commission and the County regarding their coordinated and cooperative efforts to construct and maintain the Project.

**II. CONTACT PERSONS**

The Commission executes all its orders and directives through the Executive Director MDOT. The County executes all of its orders and directives through the President of its Board of Supervisors.

Unless otherwise notified in writing to the contrary, the appropriate contact person for the Commission for matters pertaining to this Memorandum of Understanding shall be:

Brad White, Executive Director  
Mississippi Department of Transportation  
401 North West Street  
Jackson, Mississippi 39215-1850  
Telephone 601-359-7002  
Facsimile 601-359-7050

Unless otherwise notified in writing to the contrary, the appropriate contact person for the County shall be:

Karl Banks, President  
Board of Supervisors  
146 W Center St.  
Canton, MS 39046  
Telephone: 601-790-2590  
Facsimile: 601-859-5875

**III. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES**

**A.** The County covenants and agrees as follows:

1. Release the Commission from any and all damages arising as a result of the Commission altering, relocating or changing the grade of county roads or streets intersecting said project, or the altering or changing the grade of any other road or street including existing streets, unplatted streets or unopened streets in any location adjacent to said project.

2. To take full responsibility, utilizing funds made available to it from various sources, for the design, right-of-way acquisition, utility relocation, and construction of the Reunion Parkway Project that will connect to the MDOT Project at U.S. Highway 51.
3. To promptly provide all funding for the construction of the MDOT Project number 108504/301000 as requested by the Commission and MDOT through regular invoices.
4. For and in consideration of the improvements to its property, the County does hereby grant, bargain, sell, convey and warrant unto the Commission an unlimited temporary easement on, over and across the County roads or streets that intersect the Project, for the purpose of construction of the aforementioned Project. The area hereby conveyed is shown on the sheets attached hereto as Exhibits.
5. After completion of the Project, to assume in perpetuity the responsibility for maintenance of all facilities constructed under the Project which are not accepted as part of the State Highway System. See attachments for the areas that will be turned back to the County.
6. To bear the cost of any extra work required during construction that is the result of plan design errors or omissions.
7. To bear the cost of any extra work required during construction that is the result of any unforeseen circumstances or force majeure.

**B. The Commission hereby covenants and agrees as follows:**

1. To advertise, let and award the Project upon notification by the County that funds are available to cover the costs of the Project to its completion.
2. To provide construction engineering and inspection services for the construction of the Project, that is numbered 108504/301000, utilizing its customary rules and procedures, and to promptly invoice the County for construction expenses until the work is accepted.
3. Be responsible for maintaining all roadway, rights of way, and traffic control devices in accordance with the MDOT policies, rules and regulations for the duration of the project.
4. To approve the permit application of the County to connect Reunion Parkway to U.S. 51 provided the permit application meets requirements.

5. Maintain the portions of the right of way used for the Project that are not turned back to the County for maintenance.

#### **IV. GENERAL PROVISIONS**

- A. The Commission is willing to construct the proposed Intersection Project, but has no funds available to contribute to the Project other than those being provided by the County. The County is responsible for the costs of constructing the Project to a satisfactory completion.
- B. This Agreement shall be subject to termination only upon written agreement by all parties.
- C. It is understood that this is a Memorandum of Understanding, and that more specific requirements for the design and construction of the Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the policies and procedures of MDOT, and other related regulatory authorities. The County agrees that it will abide by all such applicable authority.
- D. All contracts and subcontracts shall include a provision for compliance with "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in Section 71-11-3 of the Mississippi Code of 1972, as amended. Under this Act the Commission, the County, and every contractor or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 110 Stat. 3359, as amended.
- E. The County is familiar with the obligations contained in MDOT's *Project Development Manual for Local Public Agencies* and with the Memorandum signed between the Commission and the County for the Reunion Project.

#### **V. AMENDMENTS**

This Agreement may be amended in writing only as mutually agreed upon by the parties.

#### **VI. 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 possibly to do so, the remainder of this Agreement shall remain in full force and effect.

#### **VII. RELATIONSHIP OF THE PARTIES**

- A. The Commission and the County are separate public agencies, and each, in accordance with its status as an independent agency, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, or claim to be, an agent, officer, or employee of the other by reason hereof. The employees, agents, and contractors of MDOT and the County will not by reason hereof make any claim, demand, or application for any right or privilege applicable to an officer or employee of the other, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.
- 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.

#### **VIII. RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

The Commission will not be a party to any contract or subcontract entered into by the County, other than this Agreement.

**SO EXECUTED AND AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**MADISON COUNTY, MISSISSIPPI**

**By:** \_\_\_\_\_  
Karl Banks, President  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
CLERK—BOARD OF SUPERVISORS

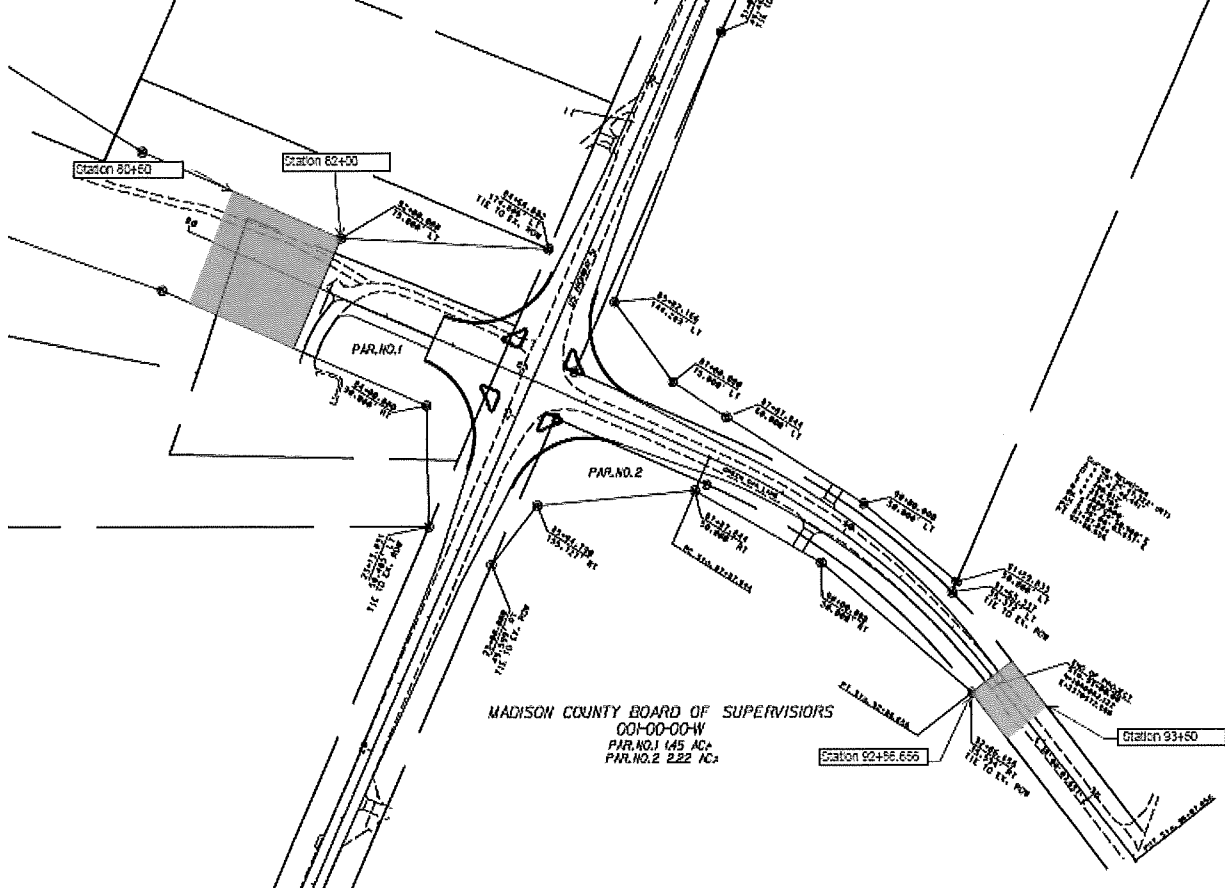
**SO EXECUTED AND AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**MISSISSIPPI TRANSPORTATION  
COMMISSION, by and through the duly  
authorized Executive Director of the Mississippi  
Department of Transportation**

**By:** \_\_\_\_\_  
Brad White, Executive Director  
Mississippi Department of Transportation

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### Temporary Construction Easement







**Willie Simmons**  
Central District Commissioner

**Neil Patterson**  
District 5 Engineer

P. O. Box 90  
Newton, MS 39345-0090  
Telephone (601) 683-3341  
FAX (601) 683-7030



**Brad White**  
Executive Director

**Brian D. Ratliff**  
Deputy Executive Director/Chief Engineer

**Lisa M. Hancock**  
Deputy Executive Director/Administration

*GoMDOT.com*

July 21, 2022

Mr. Karl Banks, President  
Madison County Board of Supervisors  
P. O. Box 608  
Canton, Mississippi 39046

RE: Memorandum of Understanding  
Construction of Intersection of US 51 and Green Oak Lane  
Madison County Board of Supervisors

Dear Mr. Banks:

Attached please find two (2) original Memorandum of Understandings between MDOT and the Madison County Board of Supervisors for proposed construction of intersection of US 51 and Green Oak Lane.

If this MOU meets with your approval, please execute two (2) originals and return them, along with two (2) certified copies of the Board Orders to this office for further processing. We will furnish you an original executed MOU following execution by the Mississippi Transportation Commission.

If you have any questions, please advise.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Patterson", written over a horizontal line.

NEIL PATTERSON, P.E.  
DISTRICT ENGINEER

NP:vv  
Attachment  
pc: File (via Wedgeworth, McDaniel)