

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning



Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

Melinda L. McGrath
Executive Director

P. O. Box 1850 / Jackson, MS 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / GoMDOT.com

March 25, 2016

Mr. Trey Baxter, President
Madison County Board of Supervisors
Post Office Box 608
Canton, MS 39046

Dear Mr. Baxter:

Re: Traffic Signals located on Gluckstadt Road at Calhoun Station, Gluckstadt at Industrial Drive South, and Gluckstadt Road at Weisenberger Road

Please find attached herewith two (2) copies of the Memorandum of Understanding between the Mississippi of Transportation (MDOT) and the County of Madison. This agreement will duly authorize MDOT to implement coordinated traffic signal timings at the above referenced traffic signals as part of Project No. SP-6989-00(001).

Once both copies have been executed by the County, please return to MDOT's Traffic Engineering Division at Post Office Box 1850, Jackson, MS 39215

Sincerely,

James S. Sullivan
State Traffic Engineer

JSS:AS:evd

pc: Mr. Wes Dean, Assistant Chief Engineer – Field Operations

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

This Memorandum of Understanding (Agreement) is executed by and between the Mississippi Transportation Commission, a body corporate of the State of Mississippi (Commission), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (MDOT) and the County of Madison, Mississippi (County), a municipal corporation, acting by and through its President as directed by its Board of Supervisors, and effective as of the date latest execution below.

WITNESSETH:

WHEREAS, the Commission has requested the County to grant access to modify the traffic signal equipment at the intersections of Gluckstadt Road at Calhoun Station Parkway, Gluckstadt Road at Industrial Drive South, and Gluckstadt Road at Weisenberger Road, and to provide timing synchronicity with the MDOT-owned traffic signals at the intersections of Gluckstadt Road and the Interstate 55 (I-55) ramps on both the East and West sides of I-55; and

WHEREAS, the Commission recognizes that the maintenance and the operation of traffic signals, or signal systems, are necessary to obtain a greater degree of safety and promote safe and efficient highway use and transportation along the State Highway System, or along roads and highways which connect to, and/or affect traffic on, the State Highway System; and

WHEREAS, the Commission has the authority under Section 65-1-8 and 65-1-27, Mississippi Code, 1972, as amended, to cooperate with the County for the modification of the signal control equipment, so as to provide a greater degree of safety and improve the safe flow of traffic along the State Highway System, or for traffic signals along roads and highways which connect to, and affect the safety and flow of traffic on, the State Highway System; and

WHEREAS, the Commission and the County both wish to provide a greater degree of safety for motorists using said roads and highways and to promote improved traffic progression through the aforementioned areas; and

WHEREAS, the County and the Commission agree that as a part of Project Number: SP-6989-00(001), 107156/101000, (the Project), MDOT will modify the signal control equipment at the intersections of Gluckstadt Road at Calhoun Station Parkway, Gluckstadt Road at Industrial Drive South, and Gluckstadt Road at Weisenberger Road, which affects the flow of traffic for the entrance to and the exit from I-55 and will be incorporated into an overall coordinated signal timing plan, so as to synchronize the traffic signals on, Gluckstadt Road at Calhoun Station Parkway, Gluckstadt Road at Industrial Drive South, and Gluckstadt Road at Weisenberger Road with the traffic signals at I-55 East and West ramps. At the completion of the Project, the County will retain ownership and operational control, including the signal timings, of the traffic signal equipment at the intersection of Gluckstadt Road at Calhoun Station

Parkway, Gluckstadt Road at Industrial Drive South, and Gluckstadt Road at Weisenberger Road, and will continue to be responsible for the maintenance of the aforementioned County-owned traffic signals. MDOT shall assume operational control of the traffic signal timings and coordination with the MDOT-owned traffic signals at the intersections of Gluckstadt Road and the East and West ramps for exit and entrance on I-55; and

WHEREAS, the County, by and through its Board of Supervisors, and the Commission have determined and agreed that it is in the best interest of the public for MDOT and its contractors, as part of the Project, to be allowed to modify the signal control equipment at the intersections of Gluckstadt Road at Calhoun Station Parkway, Gluckstadt Road at Industrial Drive South, and Gluckstadt Road at Weisenberger Road, and to provide signal synchronization to the aforementioned traffic signals, so as to be synchronized to the traffic signals at the intersections of Gluckstadt Road and the entrance and exit ramps, both East and West, of I-55.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

I. THE COUNTY WILL:

- A.** Grant MDOT personnel and contractors access to the traffic signals at the intersections of Gluckstadt Road at Calhoun Station Parkway, Gluckstadt Road at Industrial Drive South, and Gluckstadt Road at Weisenberger Road in order to modify the County-owned traffic signals so as to incorporate said signal timings into an overall coordinated signal timing plan with the MDOT-owned traffic signals at Gluckstadt Road and the I-55 ramps on both the East and West sides of I-55; and
- B.** Upon completion of the Project, accept responsibility and maintenance, including operations control, for all County-owned traffic signal equipment at the intersections of Gluckstadt Road at Calhoun Station Parkway, Gluckstadt Road at Industrial Drive South, and Gluckstadt Road at Weisenberger Road, including any new hardware, and acknowledge that said traffic equipment will remain the property of the County.

II. THE COMMISSION WILL:

- A.** Modify the signal control equipment to incorporate and synchronize the County-owned traffic signals at the intersections of Gluckstadt Road at Calhoun Station Parkway, Gluckstadt Road at Industrial Drive South, and Gluckstadt Road at Weisenberger Road into an overall coordinated signal timing plan in synchronicity with the MDOT-owned traffic signals at the intersections of Gluckstadt Road and the exit and entrance ramps, on both the East and the West sides of I-55; and
- B.** At the completion of the aforementioned phase of the Project and the coordination of the signal timing plan, relinquish control and maintenance of traffic signals at the intersections of Gluckstadt Road at Calhoun Station Parkway, Gluckstadt Road at Industrial Drive South, and Gluckstadt Road at Weisenberger Road.

III. PURPOSE

The purpose of this Agreement is to establish and define the respective responsibilities, obligations, and agreements of the Commission and the County with respect to the modification of the signal control equipment at the intersections of Gluckstadt Road at Calhoun Station Parkway, Gluckstadt Road at Industrial Drive South, and Gluckstadt Road at Weisenberger Road, which affects the safe flow of traffic for the entrance to, and the exit from, I-55, and to provide signal synchronization to the aforementioned traffic signals which will be incorporated into an overall coordinated signal timing plan with the MDOT-owned traffic signals on Gluckstadt Road.

IV. CONTACT PERSONS

It is understood by both parties that the Commission executes all its orders and directives through the Executive Director of MDOT. It is understood by both parties that the County executes all of its orders and directives through its Board of Supervisors President.

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

Mr. James Sullivan
MDOT Traffic Engineer
Post Office Box 1850
Jackson, MS 39215-1850
Telephone: (601) 359-1454
Facsimile: (601) 359-5918

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

Mr. Trey Baxter or his successor
President, Madison County Board of Supervisors
125 West North Street
P.O. Box 608
Canton, MS 39046

All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

V. GENERAL PROVISIONS

- A.** This Agreement may be terminated by mutual agreement of the parties.
- B.** It is understood that this is a Memorandum of Understanding, and that more specific requirements for the design of this phase of the Project may be contained in Federal

statutes, the Code of Federal Regulations, the Mississippi Code, the Standard Operating Procedures for MDOT, and other related regulatory authorities. The County agrees that it will abide by all such applicable authority.

- C. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended. Under this Act 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.

VI. AMENDMENTS

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

VII. 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 United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

VIII. RELATIONSHIP OF THE PARTIES

- A. The relationship of the County to the Commission is that of an independent contractor, and the parties, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that neither will hold itself out as, or claim to be, an agent, officer, or employee of the other by reason hereof. Neither party will 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.
- C. The Commission, MDOT, and all of their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except those specifically stated herein, and have no authority to select, employ, supervise, or control any contractor employed by the County, or any employee, agent, or official of the County or any of the County's contractors or subcontractors.
- D. The County and its agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except as

specifically stated herein, and have no authority to select, employ, supervise, or control any employee or official of the Commission or MDOT, or any of their contractors or subcontractors.

- E. 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 _____, 2016.

THE COUNTY OF MADISON,
MISSISSIPPI BY AND THROUGH ITS
DULY AUTHORIZED BOARD OF SUPERVISORS

Trey Baxter, President

ATTEST: _____
(Affix Seal)

SO EXECUTED AND AGREED THIS _____ DAY OF _____, 2016.

MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR OF
THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Melinda L. McGrath, P.E., Executive Director
Mississippi Department of Transportation

An agreement with the County of Madison, Mississippi to establish the respective responsibilities for the maintenance and modification of the signal control equipment at the intersections of Gluckstadt Road that affect the safe flow of traffic to and from Interstate 55, and to provide signal synchronization to the aforementioned signal control equipment and MDOT-owned traffic signals, filed at Book _____, Page _____ of the Minutes of the Mississippi Transportation Commission.

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SO EXECUTED AND AGREED THIS _____ DAY OF _____, 2016.

THE COUNTY OF MADISON,
MISSISSIPPI BY AND THROUGH ITS
DULY AUTHORIZED BOARD OF SUPERVISORS

Trey Baxter, President

ATTEST: _____
(Affix Seal)

SO EXECUTED AND AGREED THIS _____ DAY OF _____, 2016.

MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR OF
THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Melinda L. McGrath, P.E., Executive Director
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