

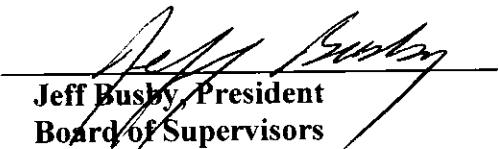
**ORDER: APPROVE THE MEMORANDUM OF UNDERSTANDING WITH MDOT
REGARDING THE INTERSECTION OF SISK AVENUE EXTENDED AND U.S. 278
SIGNAL LIGHT AND MAINTENANCE**

Motion was made by Kevin Frye, duly seconded by David Rikard, to approve the Memorandum Of Understanding with MDOT regarding the intersection of Sisk Avenue Extended and U.S. 278 signal light and maintenance.

The vote on the motion was as follows:

Supervisor Kevin Frye, voted yes
Supervisor Jeff Busby, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 2nd day of October, 2017.


Jeff Busby, President
Board of Supervisors


Sherry Wall, Clerancy Clerk

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

This agreement (the "Agreement") is made by and between the Mississippi Transportation Commission ("the Commission"), a body corporate of the State of Mississippi, acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT"), and Lafayette County, Mississippi (the "County") under authority granted under the provisions of Miss. Code Ann. (1972) Sections 65-1-8 and 65-1-81, as amended, effective as of the date of last execution.

WHEREAS, the Commission and the County have a mutual obligation to provide a safe and efficient transportation system for the benefit of the citizens of the State of Mississippi and visitors to the Lafayette County area; and

WHEREAS, U.S. 278 and Sisk Avenue provide vital access to the City of Oxford and Lafayette County, and experience substantial traffic; and

WHEREAS, traffic is expected to increase in the area around the intersection of these facilities due to the anticipated growth of the area; and

WHEREAS, certain proposals have been made for development of property near these highways which would dramatically increase the efficiency of the transportation infrastructure in those environs; and

WHEREAS, the parties hereto wish to develop the first steps of a comprehensive plan for the transportation infrastructure to support the expected growth in the area which will advance the safety and convenience of local and arterial use, including creation of facilities to be called Sisk Avenue Extended; and

WHEREAS, the County anticipates that it will have available, through private investments, tax revenues, and other sources, funding in an amount sufficient to perform its obligations under the Agreement; and

WHEREAS, the Commission and the County desire to enter into an agreement setting out their mutual obligations, through which the proposed improvements can be planned and constructed in the most expeditious manner possible with consideration for the long-term needs of travelers in the State of Mississippi; and

WHEREAS, the Commission authorized execution of this Agreement at its regular meeting of _____; and

WHEREAS, the County, through its Board of Supervisors, authorized execution of the Agreement on _____.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the Commission and the County mutually agree to the following:

ARTICLE I

DUTIES AND RESPONSIBILITIES FOR EACH PARTY

A. THE COMMISSION WILL:

1. Through appropriate officials and agents of MDOT, issue a permit for the connection of the proposed Sisk Avenue Extended to the existing U.S. 278.
2. Maintain the section of Sisk Avenue Extended beginning at the connection to U.S. 278, station number 57+80.00 and extend northward to station number 60+00.00
3. At the appropriate time, after approval by MDOT of the plans for any improvements, issue the requisite permits allowing the County to make improvements to the Commission's facilities.

B. THE COUNTY WILL:

1. Before Sisk Avenue Extended is open to traffic, at its own sole expense, signalize the intersection of Sisk Avenue Extended and U.S. 278, and reconstruct two offset left turn lanes.
2. Maintain Sisk Avenue Extended from station number 60+00.00 northward to the E.O.P.
3. Make application from MDOT, in a form acceptable to MDOT, for any permit necessary to complete work on the proposed Sisk Avenue Extended.

ARTICLE II. GENERAL PROVISIONS

- A. The duties and responsibilities committed to by the County under this agreement are based on preliminary designs proposed by MDOT's Traffic Engineering and Roadway Design Divisions utilizing traffic projections generated by an independent engineering firm. This engineering firm was employed by a third party rather than the County, but the County endorses the data provided. The facilities to be constructed under this agreement are subject to modification upon determination by MDOT's engineers that a different facility is more appropriate.
- B. The County is responsible for completing all the improvements it has committed to at its own cost.

- C. The Commission will retain the right to refuse any permit requested by the County to connect with any of the Commission's facilities unless the proposed improvements have been approved by the appropriate representatives of MDOT.
- D. It is understood that this is a Memorandum of Understanding, and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The County agrees that it will abide by all such applicable authority.
- E. 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 at Section 71-11-3 of the Mississippi Code of 1972, as amended. Under this Act, the County, the City, 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, 100 Stat. 3359, as amended.

ARTICLE III. NOTICE & DESIGNATED AGENTS

- A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are hereby designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Melinda L. McGrath, Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

County:
Board of Supervisors
Lafayette County
300 North Lamar Boulevard
Oxford, MS 38965
Phone: 662-234-6123
Fax: 662-234-5402

For Technical Design Matters:

COMMISSION:
James Williams, Chief Engineer
MDOT
P.O. Box 1850
Jackson, MS 39345
Phone: (601) 683-3341
Fax: (601) 683-7030

County:

County Engineer
P. O. Box _____

Phone: 662-_____
Fax: 662-_____

- B. 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.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

- A. The Commission, MDOT, and the County are separate public entities. The parties, in accordance with their status as separate entities, covenant and agree that they will conduct themselves consistent with such status, and that they and their employees will neither hold themselves out as, nor claim to be, officers or employees of the other. The County and its employees and officials, will not, by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, 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. The Commission executes all directives and orders through MDOT. The County executes all directives and orders through its Board of Supervisors. All notices, communications, and correspondence among the Commission and the County shall be directed to the designated agents shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS

- A. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any party not a signatory hereto.
- B. Any employee or official of the County, as well as any contractor engaged by it, will not be construed to be an employee or agent of the Commission or MDOT. The Commission will have no authority to employ, retain, train, supervise, or discharge any such person or contractor.
- C. Except as specifically stated herein, the Commission and MDOT shall have no obligation to inspect, supervise, oversee, or approve any work conducted by the County or the County's contractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement 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 provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement 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 VII. TERMINATION

This Agreement may be terminated by written agreement between the parties, or by either party for a breach of any provision hereof after thirty (30) days notice. Termination shall not, of itself, cancel any contract made in reliance upon the Agreement which is underway at the time of termination.

So agreed this the _____ day of _____, 2017.

Lafayette County

BY: _____

So agreed this the _____ day of _____, 2017.

**MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director**

**Melinda L. McGrath, Executive Director
Mississippi Department of Transportation**

An agreement between the Mississippi Transportation Commission and Lafayette County, Mississippi, to establish the respective responsibilities for construction and maintenance of the proposed Sisk Avenue Extended, recorded at Book _____, Page _____ of the Minutes of the Commission.