

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MISSISSIPPI TRANSPORTATION COMMISSION  
AND  
THE CITY OF GLUCKSTADT, 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 City of Gluckstadt, Mississippi (City), a municipal corporation of the State of Mississippi, acting by and through its Mayor and Board of Aldermen, effective as of the date latest execution below:

**WITNESSETH:**

**WHEREAS**, the City has identified a need for the installation and maintenance of Uninterruptible Power Supply (UPS) battery backup systems on MDOT traffic signals located within the city limits to enhance the safety and reliability of traffic management; and

**WHEREAS**, the Commission recognizes the importance of ensuring the proper and continuous function of traffic signals within the City and is willing to collaborate with the City to address this need; 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 City 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, and

**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 CITY WILL:**

- a.** Furnish and install Uninterruptible Power Supply (UPS) Battery Backup Systems at the following four (4) intersections, bearing all costs for the procurement, installation, and maintenance thereof:
  - i.** Gluckstadt Road at I-55 Southbound Ramp.
  - ii.** Gluckstadt Road at I-55 Northbound Ramp.
  - iii.** U.S. Highway 51 at Yandell Road.
  - iv.** Old Jackson Road at Church Road; and
- b.** Submit to MDOT for review and/or approval of:

- i. All equipment furnished by the City prior to installation to ensure it meets MDOT's specifications for a UPS Battery Backup System,
  - ii. The credentials for any City contractor and/or City personnel tasked with the installation and maintenance of the UPS Battery Backup Systems installation work,
  - iii. Access on MDOT Right of Way for any City contractor and/or City personnel to install, maintain, and/or inspect the UPS Battery Backup Systems at the four subject intersections,
  - iv. Access for any City contractor and/or City personnel to the Signal Controller Cabinets prior to any maintenance work on Commission traffic signal equipment, and
- c. Be responsible for the ongoing maintenance and regular inspection of the installed UPS Battery Backup Systems to ensure their proper functionality; and
  - d. Be responsible for making any repairs to or replacement of Commission property for any damages caused directly or inadvertently by the installation, maintenance, or use of the UPS Battery Backup Systems in a timely manner; and
  - e. NOT house the UPS Battery Backup System equipment in the Signal Controller Cabinets owned by the Commission.
  - f. After completion, request an MDOT final inspection and acceptance.

**II. THE COMMISSION WILL:**

- a. Review for approval all equipment furnished by the City prior to installation to ensure it meets MDOT's specifications for a UPS Battery Backup System; and
- b. Review for approval the credentials of any contractor or City personnel tasked with the installation and maintenance of the UPS Battery Backup Systems installation work; and
- c. Review for approval access for City personnel and contractors to install, maintain, and inspect the UPS Battery Backup Systems at the four subject intersections; and
- d. Review for approval any contractors or City personnel access to the Signal Controller Cabinets prior to any maintenance work on Commission traffic signal equipment; and
- e. Review the UPS Battery Backup System installation work by the City and/or its contractors for acceptance; and

f.

### **III. PURPOSE**

The purpose of this Agreement is to establish and define the respective responsibilities, obligations, and agreements of the Commission and the City with respect to the installation and maintenance of UPS Battery Backup Systems on Commission traffic signals within the city limits of Gluckstadt, Mississippi.

### **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 City executes all of its orders and directives through its Mayor.

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 State 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 City for matters pertaining to this Agreement shall be:

Mr. Chris Buckner  
Public Works Director  
343 Distribution Drive  
Madison, MS 39110  
Telephone: (769) 567-2306  
Facsimile: (769) 567-2305

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 number.

### **V. GENERAL PROVISIONS**

- a. This agreement may be terminated by mutual agreement of the parties.
- b. All contracts and subcontracts shall include a provision for compliance with "the Mississippi Employment Protection Act," as codified in the Mississippi Code of 1972, as amended. Under this Act 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, 110 Stat. 3359, as amended.

- c. It is understood that this is a Memorandum of Understanding and that more specific requirements for this 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 City agrees that it will abide by all such applicable authority.

## **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 City 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 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 City, or any employee, agent, or official of the City or any of the City's contractors or subcontractors.
- d. The City 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 City, other than this Agreement.

**IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

The City agrees to hold the Commission harmless from claims of damage to the extent allowed by Section 65-1-75(1) of Miss. Code Ann. The City further agrees that it has the sole responsibility for designing the project, acquiring any right-of-way or other property interest required, selection of contractors, administration of the contract, and maintenance of the project area during the work on the project. In the event that any claim or lawsuit is instituted as a result of the performance of any of these functions, the City shall bear the entire burden of defense, and shall satisfy any judgment of settlement entered. The City shall be responsible for all damages to property or injuries to persons which may arise from or be incidental to the prosecution of work under the project conducted by the City, and the Commission shall be responsible for all damages to property or injuries to persons which may arise or be incidental to the prosecution of work under the project conducted by the Commission or MDOT.

**X. AUTHORITY TO CONTRACT**

The Commission approved execution of this Memorandum of Understanding at its regular meeting of \_\_\_\_\_. The Gluckstadt City Council approved execution of this Memorandum of Understanding at its meeting of 12/12/23.

SO EXECUTED AND AGREED THIS 12<sup>th</sup> DAY OF December, 2023.

THE CITY OF GLUCKSTADT, MISSISSIPPI

By: Walter Morrison  
Walter Morrison, IV, Mayor  
City of Gluckstadt

SO EXECUTED AND AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

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

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