

CCO Form: MT02  
Approved: 10/96 (DPP)  
Revised: 02/10 (ASB)  
Modified: 04/13 (ASB)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
MAINTENANCE AGREEMENT  
For Roads and Streets Not in the State Highway System**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and Jackson County (hereinafter, "Agency").

WITNESSETH:

NOW, THEREFORE, in consideration of these mutual covenants, promises and representations, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to designate maintenance responsibilities for a highway as authorized by Article IV, Section 30(b)1(3)(f) of the Missouri Constitution as it pertains to work being conducted with construction project J9P2254M during the 2013 calendar year.

(2) LOCATION: The location of the highway which is the subject of this Agreement is as follows: Stringtown Road in Jackson County which intersects MO7 only on the east side. See attached Exhibit I location number 7.

(3) WORK BY COMMISSION: The Commission will perform work on the designated roadway(s) in the same manner and to the same extent that it maintains other Maintenance Agreement sections. Maintenance as contemplated by the Commission shall be restricted to the driving surface and traffic control devices (Paragraph 5) within the limits of the construction work zone as shown in Exhibit II. Maintenance of the driving surface is limited to the application of striping or repair of the road surface back to preconstruction condition. It does not include the maintenance, installation, removal or repair of water supply lines, sanitary and storm sewers, sidewalks, parking areas, parkways, trees or other ornamental vegetation, street lighting systems, pole lines, conduits, or other utilities. All work and/or costs for work for all excluded functions shall be the responsibility of the Agency or owner of the facility involved.

The designated commission representative will inform the Agency when the Commission will start to perform work and when the Agency will resume responsibilities as outlined in Paragraph 8.

(4) USE OF EXISTING RIGHT OF WAY: The Commission shall have full use of the existing right-of-way to such roads or streets for the purposes of this Agreement, and the Agency agrees to retain such right-of-way for Commission use.

**FILED**  
AUG 29 2013  
MARY JO SPINO  
COUNTY CLERK

(5) TRAFFIC SIGNS, LIGHTS OR SIGNALS: The Commission will install such regulatory, warning and informational traffic signs, pavement markings, lights or signals as are prescribed by the policy of the Commission and in accordance with the Manual on Uniform Traffic Control Devices to the extent that the latter is approved by the Commission and the Federal Highway Administration.

(6) ORDINANCES AND REGULATIONS:

(A) The Agency agrees to enforce and keep in force such ordinances or regulations as have been or may be approved by the Commission and thereafter duly enacted relating to the use of said highways by motor vehicles.

(B) The Agency will submit to the Commission for approval any ordinances, rules, regulations, or resolutions appertaining to the regulation of traffic, the parking of motor vehicles, location and character of loading zones, sale or distribution of merchandise on the highway right-of-way, or the location, form, or character of any traffic signs and will not enact or keep in force any ordinance not approved by the Commission.

(7) ENTRANCES, DRAINAGE AND UTILITIES: All requests for the installation, relocation or removal of any entrance or roadway drainage facility within the limits of the roadway right-of-way and all requests for the installation, relocation or removal of the facility of any public utility and public or private lines, poles, wires or conduit involving location on or excavation in, under or through the thruway surface, shoulders or highway drainage facility, shall be referred to the Commission's District Engineer for the issuance of a permit. All such work shall be in accordance with the standard policy and regulations of the Commission and shall proceed only after a permit for this particular installation, relocation or removal has been obtained from the District Office of the Commission.

(8) MAINTENANCE BY THE AGENCY: Upon completion of the work by the Commission the Agency shall be responsible for maintenance of the roadway(s), including but not limited to sign and stripe maintenance and replacement, at no cost to the Commission. All signing and striping shall be maintained according to current MUTCD standards.

(9) TERMINATION: Either party may terminate this Agreement after thirty (30) days written notice to the other party except that the Agency's obligations to maintain the roadway(s) and sign(s) shall survive the termination of this Agreement.

(10) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Agency shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or

personal property or to a person for any matter relating to or arising out of the Agency's wrongful or negligent performance of its obligations under this Agreement.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(11) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Agency and the Commission.

(12) COMMISSION REPRESENTATIVE: The Commission's district engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(13) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Agency shall comply with all state and federal laws and regulations relating to the performance of this Agreement.

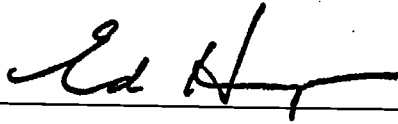
*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Agency this 29 day of August, 2013.

Executed by the Commission this 8 day of July, 2013.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION



Title Chief Engineer

JACKSON COUNTY



By \_\_\_\_\_

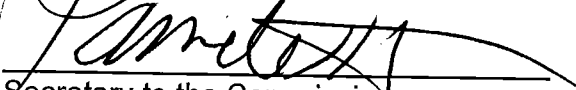
Michael D. Sanders

Title County Executive

By \_\_\_\_\_

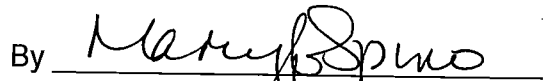
Title \_\_\_\_\_

ATTEST:



Secretary to the Commission

ATTEST:



Mary Jo Spino

Title Clerk County Legislature

Approved as to Form:



Commission Counsel

Approved as to Form:



W. Stephen Nixon

Title County Counselor

Ordinance No. \_\_\_\_\_

(If the Agency is a County, then the signatures of at least two County Commissioners are needed.)

(If the Agency is a City, a copy of the ordinance or resolution which authorizes execution of this Agreement is needed)



THIS SHEET SHALL BE CONSIDERED A CERTIFIED DOCUMENT.  
 DATE PREPARED: 5/14/2013  
 STATE: MO  
 PROJECT: J9122264M  
 CONTRACT ID:  
 PROJECT NO:  
 BRIDGE NO:  
 DATE: \_\_\_\_\_  
 DESCRIPTION: \_\_\_\_\_

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
 JEFFERSON CITY, MO 65102  
 1-888-656-MDOT (1-888-656-6363)

