

**INTERLOCAL COOPERATION AGREEMENT BETWEEN MADISON COUNTY, THE
CITY OF RIDGELAND, AND THE CITY OF MADISON TO PROVIDE
RESIDENTIAL HOUSEHOLD HAZARDOUS WASTE DISPOSAL OPPORTUNITY**

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into by and between the City of Ridgeland and the City of Madison, municipal corporations organized and existing under the laws of the State of Mississippi (the “Cities”), and Madison County, Mississippi, a political subdivision of the State of Mississippi (the “County”), pursuant to the Mississippi Interlocal Cooperation Act of 1974, codified at Section 17-13-1, et seq., Mississippi Code of 1972, as amended (the “Interlocal Act”), on the date set forth hereinafter.

RECITALS:

WHEREAS, the Cities and County agree, find and determine as follows:

1. In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

“Cities” shall mean the City of Madison, Mississippi and the City of Ridgeland, Mississippi.

“County” shall mean Madison County, Mississippi.

“Grant(s)” shall mean collectively the following grants awarded and administered by the Mississippi Department of Environment Quality: the City of Ridgeland Household Hazardous Waste Day and Madison County Cleanup Day (SWAC460); the Madison County and City of Ridgeland Household Hazardous Waste Day (SW1170), and the Local Solid Waste Assistance Grant Fund (Noncompetitive Allocation).

“Household Hazardous Waste Day” shall mean the event held on May 25, 2019 from 8:00 a.m. to 12:00 p.m. at Madison Central High School in Madison, Mississippi for the purpose of public disposal of acceptable Residential Household Hazardous Waste.

“Residential Household Hazardous Waste” shall refer to the Acceptable Items as described in Exhibit “A” attached hereto and incorporated herein.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neutral genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The governing authorities of the Cities and the County desire to enter into a joint effort to make the most efficient use of their powers and enable them to enhance the general welfare of the Cities and County and the citizens of each by providing an opportunity to dispose of Residential Household Hazardous Waste.

3. The term of this Agreement shall extend through October 1, 2019.

4. In order to provide for disposal of Residential Household Hazardous Waste, it is necessary and in the public interest for the Cities to cooperate with the County by entering into this Agreement.

5. The Cities and the County desire to enter into this Agreement to provide citizens an opportunity to dispose of Residential Household Hazardous Waste which will enhance the general welfare of the Cities and the County and the citizens of each.

6. It is necessary for the Cities and the County to enter into this Agreement in order to enable the County to apply for the Grants and use Grant monies to provide citizens an opportunity to dispose of Residential Household Hazardous Waste by jointly hosting a Household Hazardous Waste Day. In the event the Grant funds fail to cover the cost of the Household Hazardous Waste Day, it is necessary for the Cities and the County to enter into this Agreement in order to enable the Cities and the County to share equally any expenses related to the hosting of this event and/or the disposal of Residential Household Hazardous Waste collected at the Household Hazardous Waste Day.

7. The Cities and the County share common goals to protect watersheds; protect groundwater and drinking water quality; and provide opportunities for residents to properly dispose of Residential Household Hazardous Waste.

8. The County agrees to apply for the Grants and use any funds awarded by the Grants towards the costs and expenses related to the Household Hazardous Waste Day. Any costs associated with the Household Hazardous Waste Day which exceed the Grant funds shall be the responsibility of the Cities and County equally.

9. The Cities agree to provide the County with an itemized statement of costs and expenses, including in-kind personnel services and use of equipment, resulting from the preparation for and hosting of the Household Hazardous Waste Day.

10. The County agrees to prepare and submit to the Mississippi Department of Environmental Quality ("MDEQ") a complete accounting of costs and expenses, including in-kind personnel services and use of equipment, resulting from the preparation for and hosting of the Household Hazardous Waste Day.

11. It is in the best interests of the citizens of the Cities that the Cities enter into and execute the Agreement.

12. It is in the best interests of the citizens of the County that the County enter into and execute the Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE CITIES AND THE COUNTY, THE CITIES AND THE COUNTY DO HEREBY AGREE AS FOLLOWS:

SECTION 1. Duration. This Agreement shall be in force and effect until terminated in accordance with the provisions of Section 5 hereof.

SECTION 2. Purpose. The purpose of this Agreement is to define the respective responsibilities of the Cities and the County with regard to the financing of a Household Hazardous Waste Day to provide citizens an opportunity to dispose of Residential Household Hazardous Waste.

SECTION 3. Organization; Statutory Authority. There will be no separate legal or administrative entity created pursuant to this Agreement. The Cities and County are authorized by Miss. Code Sections 17-17-5 and 17-17-441 to exercise and carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement.

SECTION 4. Financing, Staffing and Supplying. The Household Hazardous Waste Day will be funded by any Grants awarded to the County and/or the Cities by MDEQ for the purpose of disposal of Residential Household Hazardous Waste. All Grants awarded require a twenty-five percent (25%) match. The Cities and the County agree to equally share in the match and any excess expenses incurred in the preparation for and hosting of the Household Hazardous Waste Day. The County agrees to initially finance all expenses, other than in-kind personnel and equipment, related to the Household Hazardous Waste Day and to seek reimbursement from MDEQ pursuant to the Grant terms and conditions. The Cities agree to provide in-kind personnel and equipment necessary to carry out the Household Hazardous Waste Day. The Cities shall submit a complete, itemized statement to the County not later than June 14, 2019 evidencing all costs and expenses incurred, including in-kind expenses, in the preparation for and hosting of the Household Hazardous Waste Day. The County will prepare and submit a complete accounting of all costs and expenses, including in-kind expenses, to MDEQ for reimbursement. Upon receipt of reimbursement from MDEQ, the County shall invoice the Cities each for one-third (1/3) of the match requirement for the Grants, less their in-kind contributions, and for any excess costs or expenses which qualify for reimbursement pursuant to the standards applied by MDEQ. If a City's in-kind contribution exceeds that City's match requirement, the City will have met its match obligation but will not be entitled to a refund of the monetary value of any contribution which exceeds the match requirement. The Cities shall reimburse the County not later than sixty (60) days after delivery by the County of a request for reimbursement.

SECTION 5. Termination. This Agreement will terminate on October 1, 2019, or upon final payment made by the Cities to the County, whichever comes first. Due to the nature of the agreement, there will be no surplus funds or property to be disposed of when the project is complete. Any Party may terminate this Agreement upon receipt of written notice to the other Parties in the event the County fails to secure the Grant funds.

SECTION 6. Amendment. This Agreement may be amended at any time by the mutual consent of the Cities and the County by an agreement entered into pursuant to the provisions of the Interlocal Act.

SECTION 7. Effective Date. This Agreement will be effective when it is approved by the respective governing bodies of the Cities and the County and by the Mississippi Attorney General. The initial term of this Agreement shall commence on the effective date hereof and extend through completion of the Project.

WITNESS the signatures of the duly authorized officers of the City of Madison as of the _____ day of _____, 2019.

CITY OF MADISON, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

WITNESS the signatures of the duly authorized officers of the City of Ridgeland as of the _____ day of _____, 2019.

CITY OF RIDGELAND, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

WITNESS the signatures of the duly authorized officers of the Board of Supervisors of Madison County, Mississippi as of the _____ day of _____, 2019.

MADISON COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

(SEAL)

EXHIBIT "A"

Unacceptable Items

The following items will NOT be accepted at Household Hazardous Waste Day: Air Conditioners, Dishwashers, Dryers, Construction Materials, Light Bulbs, Medical Waste, Nuclear Waste, Radioactive Waste, Refrigerators, Thermostats, Washers

Acceptable Items

Aerosols	Keyboards/Mice	Remote Controls
Answering Machines	Household Electronics	Scanners
Anti Freeze (Non-regulated)	Ink/Toner	Solid Pesticides
Batteries	Lab Equipment	Stereo Components
Cables	Laptops	Stereos
Camcorders	Laptop batteries	Tapes
CDs / DVDs	Liquid Pesticides	Tape Players
Cell phones	Mainframe Equipment	Telephones
Compact Disc Players	Media	Telecom Equipment
Computer Equipment	Microwave Ovens	Televisions
Computers	Modems	Testing Equipment
Copiers	Monitors	Tires
Cords	Motor Oil (Non-regulated)	Toasters
Duplicators	Networking Equipment	Transparency Makers
DVD Players	Pagers	Two-Way Radios
Electric Typewriters	Paint	UPS – Power Supplies
Electronic Games	PDA's	VCRs
Fax Machines	Printers	Waste Oxidizer
Flammable Liquids	Printed Circuit Board	Word Processors
Hard Drives	Radios	Other Electronics