

INTERLOCAL COOPERATION AGREEMENT BETWEEN MADISON COUNTY MISSISSIPPI, PEARL RIVER VALLEY WATER SUPPLY DISTRICT AND THE CITY OF RIDGELAND, MISSISSIPPI REGARDING SOLID WASTE AND RECYCLING SERVICES

The Interlocal Cooperation Agreement (this "Agreement") dated as of the _____ day of _____, 2012, is entered into by and between Madison County, Mississippi, hereinafter referred to as "Madison County", The Pearl River Valley Water Supply District hereinafter referred to as "the District and the City of Ridgeland, Mississippi a Municipal Corporation hereinafter referred to as "Ridgeland" sometimes hereinafter referred to collectively as "Parties", pursuant to the provisions of the Mississippi Interlocal Cooperation Act, Sections 17-13-1 et. seq. of the Mississippi Code of 1972, as amended (the "Interlocal Act").

RECITALS

Madison County is a county created by statute. Section 19-5-17, MS Code Ann, as amended authorizes Counties to collect and dispose of solid waste and recycling. The County currently is requesting that Ridgeland provide solid waste services for residential units in Tavern Hills and Mallard Point Subdivision and recycling services to Tavern Hills Subdivision because of the subdivisions' geographical proximity to Ridgeland making it more cost effective for Ridgeland to provide these services.

The District is an agency of the state created by the Pearl River Valley Water Supply District law (Sections 51-9-101 to 51-9-163 of the Code), and authorized to contract and enter agreements with cities and counties pursuant to 51-9-121 of the code and is authorized to collect and is responsible for the collection of solid waste and recycling; and to cooperate with municipalities in performance of its services and purposes authorized by law, pursuant to Section 51-9-153 of the Code.

Ridgeland is a local government unit operating under a municipal code charter pursuant to the laws of the State of Mississippi with general powers granted municipalities pursuant to Sections 21-17-1 et. seq. of the Code, including the right to enter into this Agreement.

Madison County, The District and Ridgeland have approved this Agreement by resolution of their respective governing authorities entered in their official minutes.

Madison County has requested that Ridgeland add the residential units located in the Tavern Hills, Roses Bluff and Mallard Point Subdivisions to the geographical limits of the area included in the Solid Waste Services Contract dated August 5, 2009 (the "Solid Waste Contract") and Tavern Hills and Roses Bluff Subdivisions to the Recycling Services Contract dates as of August 21, 2012 (the "Recycling Contract") between Ridgeland and Waste Management of Mississippi, Inc., a Mississippi corporation ("WM").

Ridgeland is willing to add the additional service area if the District pays all Contract costs for the services, plus a 10% administrative charge.

The District agrees to the payments requested by Ridgeland and proposes that Ridgeland, the District and WM enter into the Amendments to the Contracts attached hereto as Exhibit A and Exhibit B.

Agreement

Now therefore, in consideration of the mutual benefit to be obtained by the parties hereto and in furtherance of public health, safety and welfare, Madison County, the District and Ridgeland agree as follows:

- 1) Duration. This Agreement shall continue for the duration of the Solid Waste and Recycling Contracts unless earlier terminated by agreement of the parties.
- 2) Purpose. The purpose of this Agreement is to document the agreement of three public bodies to cooperate in the providing of contractual garbage collection and recycling services to residents of three subdivisions in Madison County, Mississippi, in a cost effective and efficient manner.
- 3) Division of Cost. The District will pay the additional cost to Ridgeland under the Solid Waste and Recycling Contracts as a result of the addition of property to the Contracts plus a ten percent administrative charge.
- 4) Administration and Termination. This Agreement shall be administered through the joint effort of the Madison County Administrator, General Manager of the District and the Public Works Director of Ridgeland. This Agreement will terminate upon termination of the Solid Waste and Recycling Contracts and final payment to Ridgeland.
- 5) Amendment. This Agreement may be amended only by an agreement in writing approved by the respective governing authorities of the parties hereto.
- 6) Ownership of Property. No change of ownership of property will occur.
- 7) Approval and Filing. This agreement shall become effective upon approval and filing in compliance with Section 17-13-11 of the Mississippi Code of 1972, as amended.

In witness whereof, the undersigned have caused this Agreement to be executed with full authority so to do.

CITY OF RIDGELAND, MISSISSIPPI

BY: _____
Gene F. McGee, Mayor

ATTEST:

BY: _____
Paula Tierce, City Clerk

PEARL RIVER VALLEY WATER SUPPLY DISTRICT

BY: _____

ITS: _____

ATTEST:

BY: _____

ITS: _____

MADISON COUNTY, MISSISSIPPI

BY: _____

John Bell Crosby, President Madison County Board of Supervisors

ATTEST:

BY: _____

Authur Johnson, Chancery Clerk

EXHIBIT "A"

AMENDMENT TO CITY OF RIDGELAND
SOLID WASTE SERVICE CONTRACT

This Amendment to City of Ridgeland Solid Waste Services Contract ("Amendment") is entered into as of this _____ day of _____, 2012 among the City of Ridgeland, Mississippi, a municipal corporation (the "City"), the Pearl River Valley Water Supply District, an agency of the State of Mississippi (the "District") and Waste Management of Mississippi Inc. (the "Contractor")

WITNESSETH

For and in consideration of the mutual benefits and advantages as hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Solid Waste Services Contract dated as of August 5, 2009, between the City and Contractor to add additional Residential Units as follows:

The City, at the request of the District, adds the residential units located in the Tavern Hills, Roses Bluff and Mallard Point Subdivisions to the geographical limits of the area included in the Contract for the Removal, Transportation and Delivery of Solid Waste to a State Approved Sanitary Landfill at the Collection Fee in force from time to time under the Contract. A plat of the additional area is attached hereto as Exhibit "1". Contractor agrees to service the additional area as if originally included in the Contract.

The District agrees to pay the City the applicable Collection Fee, plus a 10% administrative charge, on or before the last day of each month for the work completed and billed prior to the first day of the month.

With the exception of the matters set forth in this Supplement, the Contract shall remain in full force and effect as originally executed.

CITY OF RIDGELAND, MISSISSIPPI

BY: _____
Gene F. McGee, Mayor

ATTEST:

BY: _____
Paula Tierce, City Clerk

WASTE MANAGEMENT OF MISSISSIPPI, Inc.

BY: _____

ITS: _____

PEARL RIVER VALLEY WATER
SUPPLY DISTRICT

BY: _____
ITS: _____

BY: _____
ITS: _____

EXHIBIT "B"

AMENDMENT TO CITY OF RIDGELAND RECYCLING SERVICES CONTRACT

This Amendment to City of Ridgeland Recycling Services Contract ("Amendment") is entered into as of this _____ day of _____ 2012, among the City of Ridgeland, Mississippi, a municipal corporation (the "City"), the Pearl River Valley Water Supply District, an agency of the State of Mississippi (the "District") and Waste Management of Mississippi, Inc. (the "Contractor").

WITNESSETH

For and in consideration of the mutual benefits and advantages as hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Recycling Services Contract dated as of August 21, 2012, between the City and Contractor (the "Contract") to add additional Residential Units as follows:

The City, at the request of the District, adds the residential units located in the Tavern Hills and Roses Bluff Subdivisions to the geographical limits of the area included in the Contract for the collection and removal of recycling at the collection fee in force from time to time under the Contract. A plat of the additional area is attached hereto as Exhibit "1". Contractor agrees to service the additional area as if originally included in the Contract.

The District agrees to pay the City the applicable Collection Fee, plus a 10% administrative charge, on or before the last day of each month for the work completed and billed prior to the first day of that month.

With the exception of the matters set forth in this Amendment, the Contract shall remain in full force and effect as originally executed.

CITY OF RIDGELAND, MISSISSIPPI

PEARL RIVER VALLEY WATER
SUPPLY DISTRICT

BY: _____
Gene F. McGee, Mayor

BY: _____
ITS: _____

ATTEST:

ATTEST:

BY: _____
Paula Tierce, City Clerk

BY: _____
ITS: _____

WASTE MANAGEMENT OF MISSISSIPPI, Inc.

BY: _____
ITS: _____