

**MEMORANDUM OF UNDERSTANDING BETWEEN MADISON COUNTY,
MISSISSIPPI AND THE CITY OF GLUCKSTADT, MISSISSIPPI REGARDING THE
COLLECTION AND DISPOSAL OF DEBRIS WITHIN THE MUNICIPAL LIMITS OF
GLUCKSTADT FOR A LIMITED AND SPECIFIED PERIOD TO TIME**

This Memorandum of Understanding (MOU), is made and entered into by and between the Madison County Board of Supervisors on behalf of Madison County, Mississippi (the County), a political subdivision of the State of Mississippi, and the City of Gluckstadt, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the City), on the date set forth herein.

WHEREAS, the City is a newly incorporated municipality and currently does not have the staff, equipment or the capacity to collect and to dispose of debris within its municipal boundaries, and therefore requires material assistance from County; and

WHEREAS, County is willing and able to cooperate with City in executing its inherent function to collect certain debris within limits of City so as to reduce any environmental or health hazards that might ensue, and City agrees to reimburse County for the costs of collecting and disposing of debris pursuant to the terms as enumerated herein; and

WHEREAS, both City and County desire to set forth more fully the understanding between the parties with respect to the process of collecting and disposal of debris as well setting forth the notification process needed to prompt action by County;

WHEREAS, both City and County agree that City will take all measures to build its internal capacity in order to exercise this municipal function, and both parties agree therefore that this MOU is considered of short and limited duration.

NOW THEREFORE IN THE SPIRIT OF COOPERATION AND IN CONSIDERATION OF THE MUTUAL BENEFITS BETWEEN THE PARTIES THE CITY AND COUNTY DO HEREBY AGREE AS FOLLOWS:

1. County agrees to collect and dispose of debris within municipal limits of City by dispatching Road Department crews composed of County employees, upon proper notification by City. County will supply all labor and equipment including boom trucks.
2. This MOU is of short duration and will expire on September 30, 2023, or at any earlier period once City has notified County of its ability to pick-up

municipal debris. City agrees to give County 30 days notice of its ability to handle this municipal task.

3. Debris shall not include garbage or what is normally considered as "white goods", such as what is usually collected by a commercial garbage company. "Debris" shall include residential vegetation, or tree limbs and shrubs that are set out on the street curbs in front of residential homes. Debris that exists in such volume that causes one to reasonably assume that it has been commercially generated will not be collected or disposed.
4. As consideration for this service, City agrees to compensate County at the rate of \$122.00 per pick-up, at the maximum daily rate of \$750.00 per truck/per crew. Additionally, the cost of fuel will be charged based upon that week's average cost as purchased through the Fuelman invoice.
5. This Agreement shall be reviewed by parties on September 30, 2022, as to whether the reimbursable costs for this service to be paid by City to County should be increased based upon inflationary prices or the prevailing costs of labor. Fuel costs may vacillate and are to be based upon actual use as described in Clause #4.
6. City agrees to notify County through a call made by the City Clerk to the Madison County Road Department, or through email as sent to: roadreport@madison-co.com. After such notification, the MC Road Department would then issue a "work order" and the debris collection and disposal would be scheduled.
7. On a monthly basis, County will invoice City regarding the collection charges and fuel costs for the preceding month by sending the due invoice to the City Clerk, and City will schedule payment to County, to be paid within thirty (30) days.
8. This MOU shall be in force and effect from and after its approval by both City and County, with proper signatures affixed hereto, to-wit:

For:
CITY OF GLUCKSTADT



Walter Morrison IV
Mayor City of Gluckstadt

For:
MADISON COUNTY



Paul Griffin
President, Board of Supervisors

ATTEST:

Hindry Kellum
Clerk, City of Gluckstadt



ATTEST:

Randy Lott, Chancery Clerk
Chancery Clerk
by: *Paula*

