


**ORDER: ACCEPT UPDATED SOLID WASTE FEE BILLING CONTRACT  
WITH THREE RIVERS**

Motion was made by Brent Larson, duly seconded by Chad McLarty, to accept updated Solid Waste Fee Billing Contract with Three Rivers.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes  
Supervisor Larry Gillespie, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 2<sup>nd</sup> day of March, 2020.

  
\_\_\_\_\_  
Mike Roberts, President  
Board of Supervisors

  
\_\_\_\_\_  
Sherry Wall, Chancery Clerk



# THREE RIVERS

PARTNERING IN ECONOMIC & COMMUNITY DEVELOPMENT

P.O. Box 690 | 75 S. Main St. | Pontotoc, MS 38863  
P: 662-489-2415 | F: 662-489-6815 | trpdd.com

February 6, 2020

Dear Sir or Madam:

Our contracts for solid waste fee billing have not been updated for several years. It is now our intent to renew each county's solid waste fee billing contract every four years when new county boards take office. The cost of .69 per bill has not increased even though postage has increased to .26 over the past 25 years. The primary change to note in the contract will be our management cost that is deducted by the original postage which was .14 per bill. There will not be a charge for non-mailed return cards until a viable address can be found for these customers. While there may be a minor increase or decrease on a county by county basis due to the adjustment of postage on managed accounts in the past, we believe that this is more fair and equitable for both the county and for Three Rivers. The enclosed contract is for the board's consideration. Please note the billing change will not go into effect until October 1, 2020, the beginning of your next fiscal year. If you should have any questions please call us at 662-489-2415 and we will be glad to discuss the contract with you.

Thanks,

Tonya Shirley  
Three Rivers Fee Billing Division Director

**Three Rivers Planning & Development District serves as the fiscal and administrative agency for:**

Three Rivers Solid Waste Management Authority  
Three Rivers Area Agency on Aging (AAA)  
Three Rivers CDE, Inc.  
IMR, LLC

Three Rivers Community Investment, Inc.  
The Mississippi Partnership for Workforce Development  
GM&O Rails-to-Trails Recreational District of North Mississippi

Three Rivers Local Development Company, Inc.  
Mississippi Access to Care (MAC)  
Enhance Mississippi, LLC  
The PUL Alliance

## SOLID WASTE FEE BILLING CONTRACT

This Solid Waste Fee Billing Contract is effective beginning the 2 day of March, 2020, by and between the Three Rivers Planning & Development District, a private non-profit corporation (the "District"), and Lafayette County Mississippi, a political subdivision of the State of Mississippi (the "County").

### WITNESSETH

WHEREAS, in accordance with Section 17-17-227, Mississippi Code of 1972, as Annotated, the County wishes to assess and collect a fee to fund the cost of collecting and disposing of solid waste generated in its service area; and

WHEREAS, the District has solid waste fee billing software, computer hardware, network and personnel to efficiently and economically bill and collect said solid waste fee;

NOW THEREFORE, IN CONSIDERATION of the foregoing and of the mutual covenants as set forth herein, Lafayette County and the Three Rivers Planning & Development District, intending to be legally bound hereby, agree as follows:

### ARTICLE I

#### OBLIGATIONS OF THE DISTRICT

1.01 The District shall supply the necessary card stock and postage to prepare and mail the solid waste bills each month to households and businesses to which the County's collection and disposal service is available in order that said bills shall be received by said customers on or before the tenth (10<sup>th</sup>) day of the month following the month in which the solid waste collection and disposal service was provided.

1.02 The District, with the assistance of the County will establish a computerized database of customers, utilizing sources including but not limited to the County's land roll, electric utility, and any other legally available sources. District does not guarantee total accuracy of its database but will make changes as additional information permits.

1.03 The District will provide all customers with an address where payments may be mailed as well as a website address where customer payments can be made electronically.

1.04 The District will make available to customers a toll-free number with a sufficient number of lines which may be used to register billing complaints, provide information for address changes, or for any other purpose regarding solid waste fee billing in the County.

1.05 The District will assist the County in enforcing collection of solid waste fees in any manner allowed by State law and will provide information needed for carrying out prescribed enforcement procedures.

1.06 The District will remit gross collections and any interest earned on deposits to the County on or before the 10<sup>th</sup> day of the month following the month in which payments were collected. The District will provide the County monthly reports of amounts paid by each customer, aged accounts receivable schedules, and other reports as may be requested by the County.

1.07 The District will provide services enumerated above for an initial one-time up-front charge of \$\_\_\_\_\_ for conversion and training. Start-up notices, if requested by the County and mailed by the District in the form of a monthly bill as well as regular monthly bills, shall be charged at \$.69 per mailed and managed account and \$.55 per non-mailed managed account, plus any actual increase in future postage rates for mailed and managed accounts. Remuneration for contract renewal periods beyond the initial four (4) year term of this contract will be subject to negotiation and mutual agreement of the parties.

The billing services described herein shall be effective beginning on March  
2 2020.

## ARTICLE II

### OBLIGATIONS OF THE COUNTY

2.01 The County agrees to assist the District in building and maintaining the user database. The County will assist the District in correcting errors and making necessary additions and deletions to the database. The County will use its influence in obtaining data in electronic form both initially and on an ongoing basis, from any governmental agencies or other organizations capable of supplying the District with information beneficial to building and maintaining said database.

2.02 The County agrees to supply and maintain all necessary computer equipment (terminals, printers, etc.) on-site in County offices as well as an adequate network connection to the District. In turn, the District agrees to assist the County in the installation and/or activation of said computer equipment and network connection.

2.03 The County agrees to make the following determinations and to inform the District of these decisions prior to first billing being mailed to customers:

- A. Amount of monthly fee.
- B. Penalty to be assessed to customer for late payment.
- C. Amount of discount for advance payment, if any.

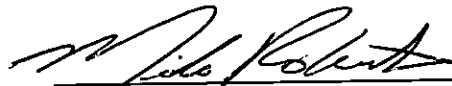
The County agrees to promptly inform the District of any changes in amount of monthly fee, late payments, or discounts.

2.04 The County agrees that upon receipt of the District's monthly billing for solid waste fee billing to process said billing for payment in the manner and in the time frame that it processes other billings for goods and services provided the County by other vendors.

2.05 The County agrees that after an initial term of four (4) years, this contract shall be renewed and extended for successive four (4) year terms unless the County informs the District, in writing, not less than 90 days from the end of said initial term that it does not wish to renew the Contract and wants to void it.

IN WITNESS THEREOF, the parties hereto cause their presence to be signed and sealed this 2 day of March, 2020, written by their respective officers pursuant to authorization contained in duly adopted resolutions or orders, as the case may be.

Lafayette COUNTY, MISSISSIPPI



PRESIDENT  
BOARD OF SUPERVISORS

THREE RIVERS PLANNING &  
DEVELOPMENT DISTRICT

\_\_\_\_\_  
EXECUTIVE DIRECTOR