

JACKSON PARISH POLICE JURY

Jackson Parish Courthouse 500 East Court Street, Room 301 Jonesboro, Louisiana 71251-3446

> Phone: (318) 259-2361 Fax: (318) 259-5660

www.jacksonparishpolicejury.org

Notice Posted:

Tuesday, October 27, 2020, 4:00 PM October 29, 2020 Operations Committee

MEMBERS

District 1 TODD CULPEPPER P. O. Box 323 Quitman, LA. 71268 (318) 259-4184 (Work)

(318) 243-1084

District 2 LEWIS CHATHAM 1575 Mariah Road Chatham, LA. 71226 (318) 235-0254

District 3 AMY C. MAGEE 2332 Walker Road Jonesboro, LA. 71251

(318) 235-0002

District 4 JOHN W MCCARTY 2766 Hwy 155 Quitman, LA 71268 (318) 259-9694

District 5 TARNESHALA COWANS 598 Beech Springs Road Jonesboro, LA. 71251 (318) 475-0893

> District 6 REGINA H. ROWE 159 Hughes Rd. Jonesboro, LA 71251 (318) 259-7923

District 7 LYNN TREADWAY 505 Fifth Street Jonesboro, LA 71251 (318) 259-7673 (318) 680-8510 MEETING DATE: Thursday, October 29, 2020

MEETING TIME: 2:00 PM

PLACE OF MEETING: Jackson Parish Courthouse

500 E. Court Street, Room 301

Jonesboro, LA 71251

AGENDA:

<u>Call to Order</u>

<u>Invocation & Pledge of Allegiance</u>

Public Comments

Agenda Items

- 1. Discuss and recommend action on Cooperative Endeavor Agreement with Union Parish
- 2. Discuss and recommend actions for Solid Waste program

Adjourn

Committee: Ms. Amy Magee, Chairman

Mr. Lewis Chatham Mr. Lynn Treadway

Gina M. Thomas, Secretary-Treasurer

Jackson Parish Police Jury

500 E. Court Street, Room 301, Jonesboro, LA. 71251

(318) 259-2361 extension 3

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Gina Thomas at (318) 259-2361, extension 203 describing the assistance that is necessary.

It is possible that a quorum of the Police Jury may be in attendance at the meeting, but no action of the Police Jury as a whole will be taken.

Union Parish Police Jury

P.O. BOX 723 303 EAST WATER STREET FARMERVILLE, LA 71241 PHONE 318- 368-3296 FAX 318-368-8342

October 27, 2020

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u	KF.	ICI	CRS:

JOHNNY BUCKLEY PRESIDENT

BRENDA ABERCROMBIE VICE-PRESIDENT

PAULA STRICKLAND SEC-TREASURER

MEMBERS:

DISTRICT 1
CURTIS MOSES

DISTRICT 2 NATHAN PILGREEN

DISTRICT 3
DEWAYNE RAMSEY

DISTRICT 4 JOHNNY BUCKLEY

DISTRICT 5 BEN BRIDGES

DISTRICT 6 CEIS NYEGAARD

DISTRICT 7

DISTRICT 8 BRENDA ABERCROMBIE

DISTRICT 9 JOHN W. WATLEY Jackson Parish Police Jury Jackson Parish Courthouse

500 East Court Street, Room 301 Jonesboro, LA 71251-3446

RE: The proposal below is on behalf of the Union Parish Police Jury:

Effective January 1, 2021, the price per ton of solid waste shall be \$27.03. Future increases/decreases will be tied to the average Consumer Price Index (CPI) based on the table of all urban consumers (CPI-U) per the U.S. Department of Labor Statistics for the previous year. Although increases for any given year cannot exceed five (5) percent, at no time shall the price drop below the established price per ton of \$27.03.

The Union Parish Landfill has the following hours of operation:

Monday through Friday - 7:30 AM to 4:00 PM

The Union Parish Police Jury observes the following holidays:

January 1st 3rd Monday in January Day observed varies

Last Monday in May

July 4th

1st Monday in September

November 11th

4th Thursday in November Friday after 4th Thursday

December 24th December 25th **New Years Day**

Martin L. King, Jr. Day

Good Friday Memorial Day Independence Da

Independence Day Labor Day

Veteran's Day Thanksgiving Day Day after Thanksgiving

Christmas Eve Christmas Day

If you have any questions concerning the above, please do not hesitate to contact me.

Sincerely,

Johnny Buckley

President

Union Parish Police Jury

INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT

BE IT KNOWN, that on the dates hereinafter mentioned, before the undersigned authorities and in the presence of the undersigned legal and competent witnesses personally came and appeared:

UNION PARISH POLICE JURY (TIN 72-6001417), a political subdivision of the State of Louisiana, appearing herein by and through its authorized President, Johnny Buckley (hereinafter sometimes referred to as "UNION");

AND

JACKSON PARISH POLICE JURY (TIN 72-6000572) a political subdivision of the State of Louisiana, appearing herein by and through its authorized President, Amy Magee (hereinafter sometimes referred to as "JACKSON");

Who after being duly sworn did depose and state that in accordance with the provisions of Article VI, Section 20 and Article VII, Section 14 of the Louisiana Constitution and LSA-R.S. 33:1321, et seq. (Local Services Law) they do hereby enter into the following Intergovernmental Cooperative Endeavor Agreement in accordance with the terms and conditions set forth hereinafter.

JACKSON provides garbage and/or solid waste pickup and disposal services to various citizens of Jackson Parish, Louisiana, and is in need of the services of a landfill facility for the disposal of such garbage and/or solid waste. UNION is the owner and operator of the Union Parish Landfill and in the business of accepting and disposing of garbage and/or solid waste.

The parties agree that JACKSON will haul its household garbage and/or solid waste to the Union Parish Landfill and that UNION is willing to accept and dispose of such garbage an/or solid waste. For purposes of this agreement, "household garbage and/or solid waste" shall mean garbage an/or solid waste of the nature and kind routinely produced and disposed of by residents and occupants of single or multi-family homes, residences, or dwellings. Said term shall not include industrial garbage or waste, dead animals, tree limbs, tree tops, logs, appliances, construction debris, vehicle parts, bicycle parts, machinery parts, pain, paint thinners, paint strippers, chemicals, batteries, tires and similar objects. UNION reserves the right to reject the disposal of any loads delivered to the Union Parish Landfill by JACKSON containing items other than household garbage and/or solid waste. The parties acknowledge that JACKSON can haul to alternative sites due to emergencies or holidays.

The parties further agree that there is no limit on the amount of tonnage of the garbage and/or solid waste brought to the Union Parish Landfill by JACKSON for disposal by UNION; except that any such garbage and/or solid waste to be hauled to the Union Parish Landfill by JACKSON shall be hauled by JACKSON or its authorized hauler after being gathered by, through, or in connections with its waste transfer system. It is specifically understood and agreed that the authority granted herein to JACKSON shall not apply to any present or future commercial garbage and/or solid waste haulers, or others operating independently in Jackson Parish.

This agreement shall have a fixed term of three (3) years commencing January 1, 2021 and ending December 31, 2023. The initial three (3) year term of this contract may be extended for additional two (2) year term under the same terms and conditions unless EITHER party advises the other in writing of its desire that the contract not be renewed at least 45 days prior to the end of any contract period.

The consideration or tipping fee, to be paid to UNION by JACKSON for the disposal of the garbage and/or solid waste brought to the Union Parish Landfill by JACKSON shall be as follows:

EFFECTIVE JANUARY 1, 2021, THE PRICE PER TON OF SOLID WASTE SHALL BE \$27.03. FUTURE INCREASES/DECREASES WILL BE TIED TO THE AVERAGE CONSUMER PRICE INDEX (CPI) BASED ON THE TABLE OF ALL URBAN CONSUMERS (CPI-U) PER THE U.S. DEPARTMENT OF LABOR STATISTICS FOR THE PREVIOUS YEAR. ALTHOUGH INCREASES FOR ANY GIVEN YEAR CAN NOT EXCEED FIVE (5) PERCENT, AT NO TIME WILL THE PRICE DROP BELOW THE ESTABLISHED PRICE PER TON OF \$27.03.

UNION will provide JACKSON with a billing statement immediately following the first day of each month for the garbage and/or solid waste brought to the Union Parish Landfill by JACKSON during the preceding month, which billing statements shall be paid in full by JACKSON on or before the 15th day of the month in which it is issued. The failure of JACKSON to pay any such billing on or before the 15th day of the month in which it is due may result in the imposition of a late charge of two (2%) percent of the unpaid balance due. UNION shall have the right to cancel this contract at any time that any billing statement is not paid in full within thirty (30) days of the date it is issued.

In the event performance of this agreement by UNION becomes impossible or impractical because of the passage of future legislation, or the issuance of future regulations, by the State of Louisiana or by the United States of America, this agreement shall be terminated as of the effective date of said legislation and both parties relieved from any further responsibility which either might have arising out of this agreement, except for the obligation of JACKSON to pay the consideration, or tipping fee, for the disposal of any and all garbage and/or solid waste delivered to the Union Parish Landfill by JACKSON prior to the termination of this agreement.

UNION shall notify JACKSON at least seven (7) days prior to closing the Union Parish Landfill for any holiday and will allow late delivery of loads to the Union Parish Landfill on days immediately preceding said holidays.

JACKSON and UNION agree that all prior agreements between JACKSON and UNION with respect to garbage and/or solid waste disposal are terminated and superseded by this agreement, effective the 1st day of January, 2021. All such prior agreements shall remain in effect through and including December 31, 2020.

THUS, DONE AND SIGN	NED in duplicate originals at Farmerville, Union Parish, Louisiana, 2020.
	UNION PARISH POLICE JURY
	By:
	Johnny Buckley, President
WITNESSES: Signature of Witness:	
Print Name of Witness:	
Signature of Witness:	
Print Name of Witness:	
	NOTARY PUBILIC Notary ID#
	Commission Expires
	NED in duplicate originals at Ruston, Jackson Parish, Louisiana, this
day of	JACKSON PARISH POLICE JURY
	By:
	Amy Magee, President
WITNESSES! Signature of Witness:	
Print Name of Witness:	
Signature of Witness:	<u> </u>
Print Name of Witness:	
	NOTARY PUBLIC
	Notary ID # Commission Expires
	Commission Expires