

There is an 8% CPI Rate Increase for the year. The calculations are as follows:

2023 Tipping Fees	\$28.30 per ton
CPI Rate Increase	8.0%
Amount Increase	\$2.27

Proposed 2024 Tipping Fees \$30.57 per ton

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

LINCOLN PARISH POLICE JURY (TIN 72-6000673), a political subdivision of the State of Louisiana, appearing herein by and through its authorized President, Joe Henderson (hereinafter sometimes referred to as "LINCOLN");

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.

LINCOLN provides garbage and/or solid waste pickup and disposal services to various citizens of Lincoln 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 LINCOLN 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 and/or solid waste. For purposes of this agreement, "household garbage and/or solid waste" shall mean garbage and/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, paint, 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 LINCOLN containing items other than household garbage and/or solid waste. The parties acknowledge that LINCOLN 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 LINCOLN for disposal by UNION: except that any such garbage and/or solid waste to be hauled to the Union Parish Landfill by LINCOLN shall be hauled by LINCOLN 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 LINCOLN shall not apply to any present or future commercial garbage and/or solid waste haulers, or others operating independently in Lincoln 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 LINCOLN for the disposal of the garbage and/or solid waste brought to the Union Parish Landfill by LINCOLN 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 LINCOLN 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 LINCOLN during the proceeding month, which billing statements shall be paid in full by LINCOLN on or before the 15th day of the month in which it is issued. The failure of LINCOLN 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 LINCOLN 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 LINCOLN prior to the termination of this agreement.

UNION shall notify LINCOLN 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.

LINCOLN and UNION agree that all prior agreements between LINCOLN 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 SIGNED in duplicate originals at Farmerville, Union Parish, Louisiana, this 24 day of November, 2020.

UNION PARISH POLICE JURY

By: Johnny Buckley
Johnny Buckley, President

WITNESSES:

Signature of Witness: Angelet Dismuke

Print Name of Witness: Angelet Dismuke

Signature of Witness: Danielle Smith

Print Name of Witness: Danielle Smith

Paula H. Strickland
Notary ID # 41707
State of Louisiana
Commission Expires
With Life

Paula H. Strickland
NOTARY PUBLIC
Notary ID # 41707
Commission Expires With Life

THUS, DONE AND SIGNED in duplicate originals at Ruston, Lincoln Parish, Louisiana, this 16 day of November, 2020.

LINCOLN PARISH POLICE JURY

By: Joe Henderson
Joe Henderson, President

WITNESSES:

Signature of Witness: Paula Cupp

Print Name of Witness: Paula Cupp

Signature of Witness: [Signature]

Print Name of Witness: [Name]

Linda Cook
NOTARY PUBLIC
Notary ID # LINDA COOK, 000 21
Commission Expires TRK OF CRIM
LINCOLN PARISH, LA