

**LAFOURCHE PARISH COUNCIL
MARCH 9, 2010
UNANIMOUS AGENDA**

A. PROPOSED ORDINANCES:

1. PROPOSED ORDINANCE to **amend Ordinance No. 4663** as it **pertains to fixing salaries of unclassified employees.** (D. LORRAINE FOR ADMINISTRATION)

2. PROPOSED ORDINANCE authorizing an **amendment** to the **existing contract (Ordinance No. 2769)** and the **amendments (Ordinance Nos. 3494 and 4603)** between **Lafourche Parish and River Birch Incorporated, amending the contract term length, the term to begin on April 1, 2010 and to terminate on December 31, 2014;** and authorizing the Parish President to sign said amendment.
(P. GOUAUX FOR ADMINISTRATION)

ITEM 1

The following amendment was introduced by _____ in regular session convened on _____.

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 4663 AS IT PERTAINS TO FIXING SALARIES OF UNCLASSIFIED EMPLOYEES.

WHEREAS, the Home Rule Charter states that the Parish President shall fix the salaries of unclassified employees subject to approval by ordinance; and

WHEREAS, amendments presented in this ordinance represents the addition and take over of a former Department of Health and Human Services Nurse into the Parish unclassified system as a result of State budget lay offs and cut backs.



WHEREAS, this ordinance was sponsored for Administration by Mr. Daniel Lorraine, Councilman, District 9; and

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1. The Maintenance and Operations Budget for the Lafourche Parish Council is hereby amended as follows:

As required by the Lafourche Parish Home Rule Charter, unclassified Legislative Branch employees, salary is set as follows:

POSITIONS SHALL REMAIN THE SAME

As required by the Lafourche Parish Home Rule Charter, only the position listed below for unclassified Executive Branch employees, salaries are set as follows:

POSITIONS SHALL REMAIN THE SAME

Head Start employees are also unclassified employees of the Executive Branch, their salaries are set as follows:

POSITIONS SHALL REMAIN THE SAME

Community Action employees are also unclassified employees of the Executive Branch their salaries are set as follows:

POSITIONS SHALL REMAIN THE SAME

One employee in the Registrar of Voters is also an unclassified employee of the Executive Branch, the salary is set as follows:

POSITIONS SHALL REMAIN THE SAME

ITEM 1

One employee at the Health Unit is an unclassified employee of Executive Branch, the salary is set as follows:

POSITION	HOURLY RATE	HOURS WORKED	BIWEEKLY SALARY	ANNUAL SALARY
<u>NURSE</u>	<u>\$25.86</u>	<u>80</u>	<u>\$2,068.80</u>	<u>\$53,995.68</u>
TOTAL				<u>\$53,995.68</u>

One employee in the Coastal Zone Management Dept. is also an unclassified employee of the Executive Branch, the salary is set as follows:

POSITIONS SHALL REMAIN THE SAME

One employee in the Office of Emergency Preparedness Dept. is also an unclassified employee of the Executive Branch, the salary is set as follows:

POSITIONS SHALL REMAIN THE SAME

SECTION 2. If any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items of this ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All Ordinance or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective retroactive to February 27, 2010.

ITEM 1

DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

Delivered to the Parish President on

_____, 2010, at _____, __.m.

APPROVED: _____

VETOED: _____

Charlotte A. Randolph
Lafourche Parish President

Returned to the Council Clerk on

_____, 2010, at _____, __.m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No._____, enacted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present, and was finally adopted on _____.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2010.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 2

The following ordinance was introduced by _____ in regular session convened on _____.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE EXISTING CONTRACT (ORDINANCE NO. 2769) AND THE AMENDMENTS (ORDINANCE NOS. 3494 and 4603) BETWEEN LAFOURCHE PARISH AND RIVER BIRCH INCORPORATED, AMENDING THE CONTRACT TERM LENGTH , THE TERM TO BEGIN ON APRIL 1, 2010 AND TO TERMINATE ON DECEMBER 31, 2014; AND AUTHORIZING THE PARISH PRESIDENT TO SIGN SAID AMENDMENT.

WHEREAS, this ordinance was sponsored for Administration by Mr. Phillip Gouaux, Councilman, District 7; and



BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1. The Parish President is hereby authorized to enter into an amendment to the existing contract (Ordinance No. 2769) and the amendments (Ordinance Nos. 3494 and 4603) between Lafourche Parish and River Birch Incorporated, amending the contract term length, the term to begin on April 1, 2010 and to terminate on December 31, 2014; and is hereby authorized to sign said amendment.

SECTION 2. If any section, clause, paragraph, provision, or portion of these Regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective on the tenth day after final publication.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

ITEM 2

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

Delivered to the Parish President on
_____, 2010, at _____, _____.m.

APPROVED: _____

VETOED: _____

Charlotte A. Randolph
Lafourche Parish President

Returned to the Council Clerk on

_____, 2010, at _____, _____.m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____ enacted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present, and was finally adopted on _____.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2010.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 2

THIRD AMENDMENT TO THE DISPOSAL AGREEMENT FOR LANDFILL BETWEEN LAFOURCHE PARISH AND RIVER BIRCH INCORPORATED

This Third Amendment is made and entered into this ____ day of _____, 2010, by and between **Lafourche Parish** (“Parish”) and **River Birch Incorporated**, a Louisiana Corporation (“Contractor”), which is the operator of the River Birch Landfill (a duly qualified Sub-Title D Landfill) and the HWY-90, LLC Landfill (a duly qualified C&D Landfill):

WHEREAS, Contractor and Parish entered into an Agreement on June 9, 1999 for the disposal of the Parish’s waste at the River Birch Landfill (the “June 9, 1999 Agreement”);

WHEREAS, Contractor and Parish entered into a First Amendment to the June 9, 1999 Agreement in August 2004 which, among other changes, extended the term of the June 9, 1999 Agreement to July 31, 2009;

WHEREAS, Contractor and Parish entered into a Second Amendment to the June 9, 1999 Agreement on July 1, 2009, which, among other changes, extended the term of the June 9, 1999 Agreement to March 31, 2010;

WHEREAS, Contractor and Parish now wish to further amend the June 9, 1999 Agreement, as amended, which, among other changes, will extend the term of the June 9, 1999 Agreement, as amended, to December 31, 2014;

WHEREAS, the disposal facility for Solid Waste for purposes of this Agreement shall mean Contractor’s River Birch Landfill located at 2000 South Kenner Road, Jefferson Parish, Louisiana. The disposal facility for Construction/Demolition Debris, Vegetative Waste, and acceptable Storm Debris for purposes of this Agreement shall mean Contractor’s C&D Landfill located at U.S. Highway 90, one (1) mile west of Live Oak Boulevard and two (2) miles west of Waggaman, Jefferson Parish, Louisiana. Hereinafter, both of these sites are sometimes collectively referred to as the “Contractor’s Landfill”.

NOW, THEREFORE in consideration of these premises, and for good and valuable consideration, Contractor and Parish hereby agree as follows:

- A.** Section 1.14 of the June 9, 1999 Agreement, as amended, relating to “Definitions” is hereby further amended to delete its existing language and to substitute in lieu thereof the following:

1.14 Service Commencement Date shall mean April 1, 2010.

- B.** Section 1.22 of the June 9, 1999 Agreement, as amended, relating to “Definitions” is hereby further amended to delete its existing language and to substitute in lieu thereof the following:

ITEM 2

1.22 Anniversary Date shall mean April 1st of each year during the term of this Contract.

C. Section 1.3 of the June 9, 1999 Agreement, as amended, relating to “Definitions” is hereby amended to delete its existing language and to substitute in lieu thereof the following:

1.3 River Birch Landfill. The disposal facility for Solid Waste for purposes of this Agreement shall mean Contractor’s River Birch Landfill located at 2000 South Kenner Road, Jefferson Parish, Louisiana. The disposal facility for Construction/Demolition debris for purposes of this Agreement shall mean Contractor’s C&D Landfill located at U.S. Highway 90, one (1) mile west of Live Oak Boulevard and two (2) miles west of Waggaman, Jefferson Parish, Louisiana. Hereinafter, both of these sites are sometimes collectively referred to as the “Contractor’s Landfill”.

D. Section 3.1 of the June 9, 1999 Agreement, as amended, is hereby amended to delete its existing language and to substitute in lieu thereof the following:

3.1 Term. The term of this Agreement, as amended, is extended to December 31, 2014.

E. Section 3.2 of the June 9, 1999 Agreement, as amended, is hereby amended to delete its existing language and to substitute in lieu thereof the following:

3.2 Option to Renew. The Parish and Contractor, by mutual consent, may extend the term of this Agreement, as amended, for an additional five (5) year period commencing January 1, 2015 and ending on December 31, 2020. This option is exercisable upon both Parish and Contractor notifying one another in writing of their respective intentions to exercise this option at least sixty (60) days prior to December 31, 2014. If this option is exercised, all of the terms and conditions of this Agreement, as amended, will apply to this five (5) year additional period, including annual adjustments to the Gate Fee on the first day of the first option year and on the first day of each year thereafter, which adjustment shall be based upon any change in the Consumer Price Index, which annual adjustments are described in Section 10 of this Agreement.

F. Section 10.1 of the June 9, 1999 Agreement, as amended, is further amended to delete its existing language and to substitute in lieu thereof the following:

ITEM 2

10.1 Gate Fee and Deposit of Solid Waste and Construction/Demolition Debris into Contractor's Landfill.

The Gate Fee for the Solid Waste generated within the Parish, whether collected by the Parish or a Hauler contracted by the Parish and delivered to Contractor's Landfill, shall be at the rate of \$26.50 per ton. However, if under an agreement with the Parish the Hauler is paying for the disposal of Solid Waste in Contractor's Landfill, then the gate fee charged to the Hauler will be the gate fee negotiated in the Hauler's contract with Contractor but not to exceed the \$26.50 per ton (plus Consumer Price Index adjustment).

The Gate Fee for the Construction/Demolition Debris, Vegetative Waste and acceptable Storm Debris generated within the Parish, whether collected by the Parish or a Hauler contracted by the Parish and delivered to Contractor's Landfill, shall be at the rate of \$3.00 per cubic yard. However, if under an agreement with the Parish the Hauler is paying for the disposal of Construction/Demolition Debris, Vegetative Waste, and Acceptable Storm Debris in Contractor's Landfill, then the gate fee charged to the Hauler will be the gate fee negotiated in the Hauler's contract with Contractor but not to exceed the \$26.50 per ton (plus Consumer Price Index adjustment).

The Gate Fee shall be adjusted on the first day of each succeeding year after the Service Commencement Date of this Agreement, as set forth in this Third Amendment, by the Consumer Price Index as referred to and described in Section 10.2 of the original June 9, 1999 Agreement. The adjustments referred to and described in Section 10 of the original June 9, 1999 Agreement shall be the only adjustments to the Gate Fee. During the term of this Agreement, Parish agrees to deposit or cause to be deposited into Contractor's Landfill all of the Solid Waste, Construction/Demolition Debris, Vegetative Waste and acceptable Storm Debris generated within the Parish and collected by the Parish, or by an independent Hauler contracted with the Parish or other designee of the Parish.

- G.** Section 25.3 of the amended June 9, 1999 Agreement, as amended, is hereby amended to delete its existing language and to substitute in lieu thereof the following:

25.3 This Third Amended Agreement is effective on April 1, 2010 and shall be binding upon and inure to the benefit of Parish and Contractor, and Contractor's successors and assigns.

ITEM 2

- H.** Except as expressly modified herein, all terms and conditions of the June 9, 1999 Agreement, as modified on August 1, 2004 and as further modified on July 1, 2009, remain in full force.
- I.** The Parish represents and warrants:
- (1) It has been granted by statute the power and authority to enter into this Amended Agreement and to fulfill and carry out its obligations hereunder; and
 - (2) The execution and delivery of this Amended Agreement on its part has been properly authorized by its governing body.
- J.** The Contractor represents and warrants:
- (1) It is a Corporation organized and existing under the laws of the State of Louisiana and has the power to enter into this Amended Agreement and to fulfill and carry out its obligations hereunder; and
 - (2) The execution and delivery of this Amended Agreement on its part has been duly authorized by all corporate action.

IN WITNESS WHEREOF the parties hereto have executed this Amended Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Contract.

RIVER BIRCH INCORPORATED

By: _____
ALBERT J. WARD, JR., President

Attest:

LAFOURCHE PARISH

By: _____
COUNCIL PRESIDENT

Attest:

Council Secretary - LaFourche Parish