

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Lincoln Parish Police Jury convened in Regular Session this 12th day of December, 2023 does hereby authorize the Police Jury President, Richard I. Durrett, to sign the Inter-Governmental Agreement with the Lincoln Parish Coroner.

Richard I. Durrett
Lincoln Parish Police Jury President

2024

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE LINCOLN PARISH
POLICE JURY AND THE LINCOLN PARISH CORONER**

WHEREAS the Lincoln Parish Police Jury recognizes the importance of public safety and health and recognizes the role the Lincoln Parish Coroner plays in these issues, The Lincoln Parish Police Jury agrees to meet with the Lincoln Parish Coroner annually to discuss ways to work together to improve services to the citizens of Lincoln Parish and further desires to enter into the following Intergovernmental Agreement between the Lincoln Parish Police Jury and the Lincoln Parish Coroner:

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified to act within the aforesaid Parish and State, and in the presence of the undersigned legal and competent witnesses, came and appeared:

LINCOLN PARISH POLICE JURY, a body politic, herein represented by Richard I. Durrett, its President, who is duly authorized and empowered to act herein,

hereinafter referred to as "Jury", and

J. MICHAEL BELUE, M.D., duly elected an incumbent Coroner of Lincoln Parish, who appears herein in that official capacity.

hereinafter referred to as "Coroner"

I. OBLIGATIONS OF PARTIES

In consideration of the payment by Jury to Coroner of the sum of \$60,483.00 per year in installments of \$5040.25 per month, Coroner contracts and agrees to provide all those services and bear all those expenses and costs enumerated and/or otherwise provided in Titles 13 and/or 28 of the Louisiana Revised Statutes or other law; provided, however, that this provision shall not apply to those circumstances provided in Article II, hereof; and provided further, that Coroner and Jury shall comply with the provisions of La. R.S. 13:5722.

II. EXCLUSIONS

2.1 Jury and Coroner hereby declare that it is the specific intention of both of them

for Coroner to receive the sum stated above in lieu of any fee, charge expense, cost, or salary which, under the law, might otherwise be chargeable to Jury.

2.2 Notwithstanding any other provision contained herein, Jury shall be responsible for the payment of those fees, costs, and expenses for which Jury would ordinarily be legally responsible when, but only when, incurred in connection with the circumstances enumerated in (a) and (b), below:

- (a) where more than two (2) persons are killed in a common disaster or in a common chain of criminal conduct, Jury shall only be legally responsible for payment of the fees, costs, and expenses incurred in connection with the deaths of those persons in excess of two (2), and Coroner shall remain liable for these fees, costs, and expenses incurred as a result of the deaths of the first two (2) persons; and
- (b) except as provided in 2.2 "(a)" above, Jury shall each year be liable for autopsy charges only for the 4th, 5th, 6th, 7th, 8th and 9th Coroner's cases of death, and then only for the cost per autopsy not to exceed \$1,600.00 each and the Coroner shall each year be liable for autopsy charges only for the 1st, 2nd, 3rd, 10th and all remaining.

2.3 In cases where either 2.2 or 2.3 are applicable, Jury shall only be responsible for payment of those fees, costs, and expenses for which Jury is ordinarily responsible under Louisiana Law.

III. AMENDMENT AND TERMINATION

3.1 This agreement may be amended with the consent of the Jury and the Coroner.

3.2 This agreement may be terminated by either Jury or Coroner provided notice of said intention is forwarded by certified or registered mail at least three (3) months prior to termination.

IV. INDEPENDENT CONTRACTOR

Nothing contained herein shall be construed as forming any employment relationship between Jury and Coroner. On the contrary, Coroner is and shall be in all respects an independent contractor or professional, not subject to the supervision or control of Jury with reference to the performance by him of any services or duties either as a physician or as Coroner of Lincoln Parish; provided further, Coroner contracts and agrees to hold Jury harmless and indemnify Jury for any and all liability in connection with the

performance by Coroner of any function either as Coroner or as physician.

V. TERM

This contract shall terminate **December 31, 2024**, unless sooner terminated as provided herein.

VI. SEVERABILITY

If any provision of this agreement should be held invalid in a final judgment of a court of competent jurisdiction, such invalidity shall not affect any other provisions contained herein which can be given effect without the invalid provisions, and to this end, the provisions of this agreement are declared severable by the parties hereto.

THUS DONE AND SIGNED, in duplicate, before me, the undersigned Notary Public, and the undersigned legal and competent witnesses, all of whom have signed with me and the respective parties to this agreement, in the City of Ruston, Lincoln Parish, Louisiana, on the _____ day of _____ 20_____.

WITNESSES:

LINCOLN PARISH POLICE JURY

By: _____
Richard I. Durrett, President

THUS DONE AND SIGNED, in duplicate, before me, the undersigned Notary Public, and the undersigned legal and competent witnesses, all of whom have signed with me and the respective parties to this agreement, in the City of Ruston, Lincoln Parish, Louisiana, on the _____ day of _____ 20_____.

WITNESSES:

LINCOLN PARISH CORONER

BY: _____
J. Michael Belue, M.D., Coroner

Number: _____