

## **INTERGOVERNMENTAL AGREEMENT**

This Agreement (the "2022 Agreement") is entered into by and between:

**LINCOLN PARISH POLICE JURY** (the "Police Jury"), a political subdivision of the State of Louisiana, whose address is Post Office Box 979, Ruston, Louisiana 71273 appearing herein by and through Richard I. Durrett, its duly authorized President, and

**CITY OF RUSTON, LOUISIANA** (the "City"), a municipal corporation of the State of Louisiana, whose address is Post Office Box 2069, Ruston, Louisiana 71273 appearing herein by and through Ronny Walker, its duly authorized Mayor,

(individually a "Party" and collectively the "Parties").

**WHEREAS**, the Police Jury and the City entered into an Intergovernmental Agreement Regarding Ambulance and Other Emergency Services executed on February 6, 1992 (the "1992 Agreement"); and,

**WHEREAS**, by letter dated August 18, 2000 (the "2000 Letter"), from Dan Hollingsworth, then Mayor of the City, to Richard Durrett of the Police Jury, the City recognized the 1992 Agreement as still in effect and stated the City is to receive \$2,500.00 per month from the Police Jury for hazardous materials services; and,

**WHEREAS**, the 1992 Agreement and the 2002 Letter are collectively referred to as the "1992 Agreement"; and,

**WHEREAS**, in the 1992 Agreement the City agreed to provide ambulance service, rescue squad services and a hazardous materials response team for the benefit of all citizens of Lincoln Parish and the Police Jury agreed to pay to the City \$5,000.00 per month to provide such emergency services; and,

**WHEREAS**, the City provides emergency services in Ruston and in Lincoln Parish through the Ruston Fire Department (which for emergency services operates under the name of Ruston Ambulance Service); and,

**WHEREAS**, in view of the exponential increase in the cost of providing emergency services the City and the Police Jury have engaged in discussions regarding an increase in the amount of the payment by the Police Jury to the City for providing emergency services in Lincoln Parish (the "Parish" or "Lincoln Parish"); and,

**WHEREAS**, pursuant to said discussions, the Police Jury and the City have agreed to terminate the 1992 Agreement effective December 31, 2021, and enter into this 2022 Agreement for a term of one (1) year, effective January 1, 2022, in which the City agrees to provide emergency medical services and rescue services (collectively the "Emergency Medical Services and Rescue Services") from January 1, 2022 through December 31, 2022, and hazardous materials services (the "Hazardous Materials Services") from January 1, 2022 through June 30, 2022 in Lincoln Parish, all conditioned upon staffing and apparatus availability, and the Police Jury will pay to the City for providing the Emergency Services the amount of One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00); and,

**WHEREAS**, in the event staffing and apparatus are not available to respond to an incident in the Parish involving Emergency Medical Services and/or Rescue Services from January 1, 2022 through December 31, 2022, or an incident in the Parish involving Hazardous Materials Services from January 1, 2022 through June 30, 2022, available resources will be provided through mutual aid agreements; and,

**WHEREAS**, the Parties also agree to continue discussions regarding a multiple year agreement to facilitate the City providing emergency services in the Parish which would take effect after the expiration of this 2022 Agreement and which would include a substantial increase in the payment amount to the City and a stable, continuing revenue source to adequately fund the cost of the City providing emergency services in the Parish; and,

**WHEREAS**, the increase in the payment amount is necessary if the City continues to provide emergency services in the Parish to hire additional staff and purchase additional vehicles and equipment for the Ruston Fire Department to ensure that the residents of the City are protected when the City is providing emergency services in the Parish; and,

**WHEREAS**, on or before June 30, 2022, the Parties will agree whether to enter into a multiple year agreement for the City to provide emergency services in the Parish or alternatively such services will be provided by other parties; and,

**NOW THEREFORE**, for the mutual benefits of the Parties and the citizens of Lincoln Parish, the Police Jury and the City agree as follows:

1. The 1992 Agreement is terminated effective December 31, 2021, and the Parties have no further obligations to each other under the 1992 Agreement.
2. The City agrees to provide Emergency Medical Services and Rescue Services from January 1, 2022 through December 31, 2022, and Hazardous Materials Services from January 1, 2022 through June 30, 2022, in Lincoln Parish, all conditioned on staffing and apparatus availability, for the payment of One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00) payable on or before February 28, 2022. In the event staffing and apparatus are not available

to respond to an incident in the Parish involving Emergency Medical Services and/or Rescue Services from January 1, 2022 through December 31, 2022, or an incident in the Parish involving Hazardous Materials Services from January 1, 2022 through June 30, 2022, available resources will be provided through mutual aid agreements.

3. The term of this 2022 Agreement is for a period of one (1) year, effective and beginning January 1, 2022, and ending December 31, 2022.
4. On or before June 30, 2022, the Parties will agree whether to enter into a multiple year agreement for the City to provide emergency services in the Parish or alternatively such services will be provided by other parties.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESSES:

CITY OF RUSTON, LOUISIANA

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Ronny Walker, Mayor

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESSES:

LINCOLN PARISH POLICE JURY

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Richard I. Durrett, President