## INTERGOVERNMENTAL AGREEMENT BETWEEN LINCOLN PARISH POLICE JURY AND LINCOLN PARISH SHERIFF FOR COURTHOUSE SECURITY SERVICES

This Agreement is entered into by Lincoln Parish Police Jury, a political subdivision of the State of Louisiana (hereinafter Police Jury), and the Lincoln Parish Sheriff's Office, a political subdivision of the State of Louisiana (hereinafter Sheriff), collectively, "the parties," pursuant to the authority granted in Article 7, Section 14 (c) of the Louisiana Constitution and LSA-R.S. 33:1321, et. seq.

WHEREAS, the Police Jury possesses the legal authority and responsibility to provide security services for the Lincoln Parish Courthouse (Courthouse); and

WHEREAS, the Sheriff provides police services throughout the unincorporated areas of Lincoln Parish; and

WHEREAS, the Police Jury desires to enter into an agreement with the Sheriff to provide Security Services for the Courthouse;

NOW, THEREFORE, the Police Jury and Sheriff hereby agree:

- 1. Courthouse Security Services.
  - a. For the Term of this contract, the Sheriff will provide two (2) Post Certified Deputies to be stationed at the public entrance(s) of the Courthouse during normal Courthouse hours Monday through Friday. Normal Courthouse hours are specified to be 8:00 am to 4:30 pm.
  - b. Extended hours or additional deputies being stationed at the courthouse (Special Details) may occasionally be required. To facilitate appropriate staffing levels, the Police Jury shall notify the Sheriff or his designee of these needs at least forty-eight (48) hours in advance of the start of the extended hours on weekdays, and at least one week in advance for extended hours on weekends or legal holidays. If notification is received after these deadlines, every effort will be made to provide deputies as requested, but the Sheriff cannot guarantee availability.
  - c. In the event that the Courthouse is closed to the public for emergency purposes, one (1) POST certified deputy will remain at the public entrance, with the other remaining in or around the Courthouse property.
- 2. Service Costs. The Policy Jury agrees to reimburse the Sheriff for Courthouse Security Services under this Agreement as follows:
  - a. An annual sum of \$112,320 for the Courthouse Security Services provided during normal Courthouse hours. This reimbursement shall be invoiced to the Police Jury a monthly cost of \$9,360. This cost will be invoiced to the Police Jury monthly, prior to the fifteenth of the month, and shall be due and payable upon receipt.
  - b. Special Details will be billed at the Sheriff's standard overtime rate that is used to bill for other special detail services. At the time of this contract, that rate is \$45 / hour with a two-hour minimum. These costs will be invoiced upon completion of the Special Detail, or monthly, depending on the length of the Special Detail.
- 3. Control of Personnel. The Sheriff is acting hereunder as an independent contractor so that:
  - a. Control of personnel, standards of performance, discipline and all other aspects of performance shall

be governed entirely by the Sheriff and his policies. Allegations of misconduct shall be investigated in accordance with the Sheriff's policy.

- b. The Sheriff shall be responsible for providing the salary, wages, benefits, and any other compensation, as well as professional liability risk coverage for deputies assigned to perform Courthouse Security Services under this Agreement.
- 4. Control of Equipment. The Police Jury shall be responsible for the purchase, repairs, maintenance, and replacement cost associated with the metal detection and screening devices used in the Courthouse. The Sheriff will provide the Police Jury with information on any portion of the screening devices that are not functioning properly and will provide recommendations on enhanced security measures as appropriate. The Police Jury shall provide the Sheriff deputies with any training required in the proper deployment and use of the metal detection and screening devices.

## 5. Termination.

- a. This Agreement is effective July 1, 2024.
- c. Either party may terminate this Agreement by providing the other party with a thirty (30) day written notice of intent to terminate.
- d. Unless terminated as provided in the preceding subsection, this Agreement shall terminate on June 30, 2028.
- e. The preceding subsections notwithstanding, prior to any termination, the Parties by mutual agreement may renew this Agreement for unlimited successive renewal terms of at least one year.

THUS DONE AND SIGNED by the Lincoln Parish Police Jury and the Lincoln Parish Sheriff's Office before me, Notary for the Parish of Lincoln, State of Louisiana, on this the day of	
Lincoln Parish Police Jury	
Lincoln Parish Sheriff	

**Notary Public**