

RAPIDES PARISH POLICE JURY
REGULAR SESSION
DECEMBER 9, 2024

The Police Jury of the Parish of Rapides, State of Louisiana, met in Regular Session at its regular meeting place, the Police Jury Room of the Parish Courthouse, 701 Murray Street, Alexandria, Louisiana, on Monday, December 9, 2024, at three (3:00) o'clock p.m. (Central Standard Time).

There were present: Sean McGlothlin, President and Police Jurors: Davron "Bubba" Moreau, Daniel Lonsberry, Craig Smith, Ernest Nelson, Danny Bordelon, Oliver "Ollie" Overton, Jr., Parrish Giles and Jay Scott.

Absent: None

Also present were: Ms. Theresa Pacholik, Secretary/Treasurer; Mr. Cory Ashmore, Public Works Director; Mr. Shane Trapp, Courthouse & Jail Building Superintendent; Ms. Angie Branton, 911 Communications and OEP Director; Ms. Sherry Ledington, 911 Communications and OEP Asst. Director; Ms. Sharon Neal, WOD/OEWD Executive Director; Ms. Betty Jo Bourgeois, Sales Tax Administrator; Chief Joe Glorioso; Chief David Corley; Hon. Greg Beard; Hon. Loren Lampert; Mr. Rhett Desselle, Pan American Engineers; Ms. Marla West, Purchasing Agent; Ms. Devon Davis; Ms. Debra Wess; Ms. Linda Sanders, Civil Service Director; Rev. Randy Harris; Mr. Rush Bolton; Mr. Lafe' Jones; and Mr. Greg Jones, Legal Counsel.

The invocation was given by Mr. Craig Smith.

The Pledge of Allegiance was led by Mr. Parrish Giles.

The Police Jury of the Parish of Rapides, State of Louisiana, was duly convened at 3:00 p.m. as the governing authority of said Parish by Hon. Sean McGlothlin, President, who welcomed all present and then stated that the Police Jury was ready for the first item of business.

Mr. Craig Smith thanked all the supporters for their votes to renew the Renaissance Ad Valorem Tax and Senior Citizens Tax.

On motion by Mr. Craig Smith, seconded by Mr. Jay Scott to adopt the minutes of the Rapides Parish Police Jury held in Special Session on November 7, 2024, and November 12, 2024, and Regular Session on November 12, 2024, as published in the Official Journal. On vote the motion carried.

On motion by Mr. Bubba Moreau, seconded by Mr. Parrish Giles that approved bills be paid. On vote the motion carried.

On motion by Mr. Bubba Moreau, seconded by Mr. Jay Scott to open a Public Hearing to discuss and take action to **accept or deny** the Industrial Tax Exemption Application: Plastipak Packaging, Inc. Industrial Tax Exemption application #20230161-ITE. On vote the motion carried.

Mr. Kevin Meyer with Plastipak Packaging discussed the plant expansion and thanked the Rapides Parish Police Jury for the continued support.

On motion by Mr. Bubba Moreau, seconded by Mr. Craig Smith to close the Public

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Hearing. On vote the motion carried.

On motion by Mr. Bubba Moreau, seconded by Mr. Jay Scott to adopt the following notice:

NOTICE

Rapides Parish Police Jury conducted a public meeting on Industrial Tax Exemption Application No. 20230161-ITE and voted to APPROVE the application of Plastipak Packaging, Inc.

Thus, signed and unanimously adopted this 9th day of December, 2024.

On motion by Mr. Jay Scott, seconded by Mr. Ollie Overton to hold a public hearing on the proposed 2025 Rapides Parish Police Jury Budget. Ms. Theresa Pacholik, Secretary/Treasurer allowed the public to comment and there were no comments from the public. Discussion ensued.

On motion by Mr. Bubba Moreau, seconded by Mr. Parrish Giles the hearing was closed. On vote the motion carried.

Ms. Betty Jo Bourgeois updated those in attendance on the outcome of Louisiana Legislative Special Session on Tax Reform and how it will impact Rapides Parish.

On motion by Mr. Bubba Moreau, seconded by Mr. Ernest Nelson the following ordinance was presented for the operating budget and revenues and expenditures for funds for the fiscal year beginning January 1, 2025, and ending with December 31, 2025, in accordance with LA R.S. 39:1309-1310, and authorize the Treasurer to amend budget as necessary:

ORDINANCE

AN ORDINANCE ADOPTING THE OPERATING BUDGET AND REVENUES AND EXPENDITURES FOR CERTAIN FUNDS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025, IN ACCORDANCE WITH LA R.S. 39:1309-1310.

BE IT ORDAINED by the Police Jury of Rapides Parish, in regular session convened that:

SECTION 1. The following estimate of revenues for certain funds for the fiscal year beginning January 1, 2025, and ending December 31, 2025, be and the same is hereby adopted to serve as an operating budget of Revenues for these funds for the Police Jury of Rapides Parish, during the same period.

SECTION 2. The attached estimates of expenditures for certain funds are hereby adopted to serve as a budget of expenditures for these funds for the Police Jury of Rapides Parish during the same period.

SECTION 3. The adoption of this operating budget of expenditures be and the same is hereby declared to operate as an appropriation of the amount therein set forth within the terms of the budget classification.

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SECTION 4. Amounts are available for expenditure only to the extent included within the 2025 budget.

SECTION 5. The Treasurer shall have the authority to make any changes and amendments to any agencies, departments, functions, characters and funds within the adopted budget as she deems necessary provided that the provisions of LA R.S. 39:1310 (A) are followed.

PASSED AND ADOPTED at Alexandria, Louisiana, on this the 9th day of December, 2024.

RAPIDES PARISH POLICE JURY BUDGET 2025

Below is a summarized copy of the adopted 2025 budget. A detailed copy of the 2025 budget is attached and may be reviewed at the Finance Department of the Rapides Parish Police Jury Office, 701 Murray Street, Suite 201, Alexandria, LA 71301.

| FUND | BEG. BALANCE & REVENUE | EXPENDITURES | CONTINGENCIES |
|-------------------------------------|---------------------------|---------------|---------------|
| General Fund | 12,696,682.08 | 11,492,765.81 | 1,203,916.27 |
| Admin Fund | 1,166,859.13 | 1,166,859.13 | |
| Public Works Fund | 7,204,327.48 | 7,047,264.73 | 157,062.75 |
| Road District 1-A Fund | 1,186,979.58 | 1,186,979.58 | |
| Road District 1-B Fund | 1,819,607.73 | 1,819,607.73 | |
| Road District 2-B Fund - Sub Dist 1 | 923,808.98 | 923,808.98 | |
| Road District 2-B Fund - Sub Dist 2 | 978,775.88 | 978,775.88 | |
| Road District 2-C Fund | 6,897,385.33 | 6,897,385.33 | |
| Road District 3-A Fund | 5,456,642.48 | 5,456,642.48 | |
| Road District 5-A Fund | 20,000.00 | 20,000.00 | |
| Road District 6-A Fund | 1,867,642.34 | 1,867,642.34 | |
| Road District 7-A Fund | 2,197,959.18 | 2,197,959.18 | |
| Road District 9-B Fund | 1,812,600.00 | 1,812,600.00 | |
| Road District 10-A Fund | 4,179,492.54 | 4,179,492.54 | |
| Road District 36-A Fund | 6,415,783.41 | 6,415,783.41 | |
| Fire District #2 Fund | 10,335,059.93 | 6,976,289.83 | 3,358,770.10 |
| Fire District #3 Fund | 4,204,982.74 | 2,359,704.82 | 1,845,277.92 |
| Fire District #4 Fund | 1,688,228.75 | 1,307,932.72 | 380,296.03 |
| Fire District #5 Fund | 1,378,778.83 | 791,417.50 | 587,361.33 |
| Fire District #6 Fund | 1,217,460.26 | 810,326.60 | 407,133.66 |
| Fire District #7 Fund | 1,017,997.50 | 1,003,867.96 | 14,129.54 |
| Fire District #8 Fund | 1,410,670.63 | 746,638.78 | 664,031.85 |
| Fire District #9 Fund | 246,082.52 | 141,483.77 | 104,598.75 |
| Fire District #10 Fund | 446,324.42 | 395,392.31 | 50,932.11 |
| Fire District #11 Fund | 572,578.29 | 407,807.95 | 164,770.34 |
| Fire District #14 Fund | 337,182.22 | 162,016.08 | 175,166.14 |
| Fire District #15 Fund | 362,786.38 | 272,888.35 | 89,898.03 |
| Fire District #16 Fund | 295,327.01 | 108,235.01 | 187,092.00 |
| Fire District #17 Fund | 707,098.76 | 163,443.24 | 543,655.52 |
| Fire District #18 Fund | 1,614,146.30 | 718,694.76 | 895,451.54 |
| Fire District #19 Fund | 155,771.47 | 155,771.47 | |
| Criminal Court Fund | 2,607,469.47 | 2,607,469.47 | |
| Civil Service Fund | 159,719.24 | 159,719.24 | |
| Cotile Recreation Fund | 424,322.30 | 424,322.30 | |
| Litter Court | 3,875.40 | 3,875.40 | |
| Capital Improvement Fund | 80,000.00 | 80,000.00 | |

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| | | | |
|--|----------------|----------------|---------------|
| RSCC Transportation Grant | 50,000.00 | 50,000.00 | |
| State Adult Drug Court | 390,000.00 | 390,000.00 | |
| Ward 9 Recreation Fund | 1,966,553.44 | 1,106,566.44 | 859,987.00 |
| Title IV Juvenile Grant Fund | 344,691.00 | 61,033.05 | 283,657.95 |
| RAPC Building | 50,733.75 | 50,733.75 | |
| Behavioral Health Court | 1,295,070.00 | 353,781.74 | 941,288.26 |
| SWA Fund | 475,000.00 | 475,000.00 | |
| RETIP Truancy Reduction Grant Fund | 38,755.00 | 38,755.00 | |
| Renaissance Home Fund | 2,286,236.81 | 2,286,236.81 | |
| 9th Judicial District Court Non-Support Fund | 278,304.98 | 278,304.98 | |
| Courthouse Parking Fund | 103,076.00 | 103,076.00 | |
| American Rescue Plan | 13,500,000.00 | 13,500,000.00 | |
| LATCF | 658,070.70 | 658,070.70 | |
| Juvenile Bonds & Fines | 8,800.00 | 8,800.00 | |
| 9th JDC Juvenile Expense Fund | 8,850.00 | 8,850.00 | |
| Coliseum Office Complex Fund | 1,164,062.13 | 1,164,062.13 | |
| Drug Court Bonds & Fines Fund | 66,000.00 | 20,647.25 | 45,352.75 |
| Opioid Settlement Fund | 1,770,000.00 | 498,395.20 | 1,271,604.80 |
| Court Reporter Fund | 100,000.00 | 45,742.36 | 54,257.64 |
| 911 Communication District Fund | 5,475,861.10 | 4,316,225.30 | 1,159,635.80 |
| Buckeye Recreation District Fund | 337,360.20 | 129,416.40 | 207,943.80 |
| Senior Citizen Fund | 1,184,125.26 | 1,184,125.26 | |
| Cotile Recreation Improvement Fund | 400,000.00 | 400,000.00 | |
| Esler Field Grant | 616,000.00 | 616,000.00 | |
| Mosquito Grant Fund | 7,225.00 | 7,225.00 | |
| Civil Defense Fund | 673,671.17 | 439,030.98 | 234,640.19 |
| Health Unit Fund | 3,308,425.26 | 1,331,481.26 | 1,976,944.00 |
| Motor Vehicle Fund | 95,000.00 | 92,931.64 | 2068.36 |
| Auto/Property Insurance Fund | 3,600.00 | 0 | 3,600.00 |
| Road District 2B-1 Construction Fund | 2,275,000.00 | 2,275,000.00 | |
| Public Safety Fund | 6,000.00 | 6,000.00 | |
| SAMSA ERO Grant Fund | 400,000.00 | 400,000.00 | |
| Sales Tax Reserve Fund | 30,000.00 | | 30,000.00 |
| Ward 9 Recreation Bond Fund | 962,384.28 | 431,900.00 | 530,484.28 |
| Fire District 9 Bond Fund | 154,459.76 | 98,910.05 | 55,549.71 |
| Sales Tax Fund | 186,153,865.24 | 186,153,865.24 | |
| Hotel-Motel Tax Fund | 2,017,956.73 | 2,017,956.73 | |
| Unemployment Trust Fund | 690,000.00 | 690,000.00 | |
| Coliseum Bond Fund | 1,940,306.97 | 1,651,150.00 | 289,156.97 |
| OEWD-WIOA Program | 1,352,850.00 | 1,352,850.00 | |
| TOTAL | 316,728,703.34 | 297,952,987.95 | 18,775,715.39 |

On motion by Mr. Parrish Giles, seconded by Mr. Ollie Overton to amend a resolution of September 10, 2024, approving the Annual Certificate of Compliance with the State of Louisiana Off System Bridge Replacement Program to include the period of January 1, 2025 through December 31, 2025, as recommended by Pan American Engineers, LLC. On vote the motion carried.

On motion by Mr. Bubba Moreau, seconded by Mr. Ernest Nelson to approve the Treasurer's report to approve the Treasurer's report as presented in the Committee Meeting on December 2, 2024. The report contained budget to actual revenue and expenses for all funds and status of audit findings. On vote the motion carried.

On motion by Mr. Parrish Giles, seconded by Mr. Ollie Overton to waive the thirty (30) day announcement rule and reappoint Mr. Samuel G. Stokes to the Fire

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Protection District No. 17 Board for a two (2) year term. New term will expire January 1, 2027. On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Bubba Moreau to waive the thirty (30) day announcement rule and reappoint Mr. Greg Trotter on the Gravity Drainage District No. 1 Board for a four (4) year term. Term will expire December 12, 2028. On vote the motion carried.

On motion by Mr. Craig Smith, seconded by Mr. Ollie Overton to waive the thirty (30) day announcement rule and reappoint Mr. Mark Wood North Louisiana Criminalistic Laboratory Commission for a two (2) year term. Term will expire January 14, 2027. On vote the motion carried.

On motion by Mr. Jay Scott, seconded by Mr. Parrish Giles to delete from the Rapides Parish Fire District No. 5 Asset/Inventory Program the following equipment as it is no longer suitable for public use. These radios can't be reprogrammed and must be destroyed as per Fire District Chief.

| ASSET | DESCRIPTION | DISPOSAL |
|-------|------------------------------------|----------|
| 9851 | Radio - Mobile SN# 922TEY1009 | Scrap |
| 9849 | Radio - Mobile SN# 922TEY0922 | Scrap |
| 9941 | Radio - Mobile SN# 722AZ0776 | Scrap |
| 9855 | Radio - Portable SN# 422TEWB995 | Scrap |
| 9861 | Radio - Portable SN# 422TEWC051 | Scrap |
| 9856 | Radio - Portable SN# 422TEWB901 | Scrap |
| 9857 | Radio - Portable SN# 422TEWC038 | Scrap |
| 9853 | Radio - Portable SN# 922TEY0983 | Scrap |

On vote the motion carried.

The following resolution was offered by Mr. Parrish Giles and seconded by Mr. Ernest Nelson:

RESOLUTION

A resolution giving preliminary approval to the issuance of not to exceed Seven Hundred Seventy-Five Thousand Dollars (\$775,000) of Limited Tax Bonds of Fire Protection District Number 5 of the Parish of Rapides, State of Louisiana; making application to the State Bond Commission for the approval of said Bonds; and providing for other matters in connection therewith.

WHEREAS, Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"), authorizes political subdivisions to borrow money in

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anticipation of revenues to be realized from special taxes to be used only for the purposes for which the tax was voted; and

WHEREAS, pursuant to the Act, and subject to the approval of the State Bond Commission, Fire Protection District Number 5 of the Parish of Rapides, State of Louisiana (the "Issuer"), desires to incur debt and issue not exceeding Seven Hundred Seventy-Five Thousand Dollars (\$775,000) of Limited Tax Bonds (the "Bonds"), for the purpose of acquiring, constructing, and improving fire protection and emergency medical service facilities, vehicles and equipment, and paying the costs of issuance of the Bonds, said Bonds to be payable from an irrevocable pledge and dedication of the funds to be derived by the Issuer from the levy and collection of a special ad valorem tax of 41.66 mills (such rate being subject to adjustment from time to time due to reassessment) authorized at an election held on April 30, 2022, which the Issuer is authorized to impose and collect each year through 2033 (the "Tax"); and

WHEREAS, the Issuer has no outstanding bonds or other obligations of any kind or nature payable from or enjoying a lien on the revenues of the Tax; and

WHEREAS, the Issuer desires to make formal application to the State Bond Commission for approval of the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Police Jury of the Parish of Rapides, State of Louisiana (the "Governing Authority"), acting as the governing authority of the Issuer, that:

SECTION 1. Preliminary Approval of Bonds. Preliminary approval is given to the issuance of not exceeding \$775,000 of Limited Tax Bonds (the "Bonds") of the Issuer, pursuant to Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, for the purpose of (i) acquiring, constructing, and improving fire protection and emergency medical service facilities, vehicles and equipment (the "Project"), and (ii) paying the costs of issuance of the Bonds, said Bonds to be secured by and payable from an irrevocable pledge and dedication of the funds to be derived by the Issuer from the levy and collection of the Tax. The Bonds will be issued at an interest rate not exceeding 6% per annum and shall mature no later than March 1, 2034. The Bonds shall be issued in fully registered form and shall have such additional terms and provisions as may be determined by this Governing Authority.

SECTION 2. State Bond Commission Approval. Application is hereby made to the State Bond Commission, Baton Rouge, Louisiana, for approval of the issuance and sale of the Bonds and for consent and authority to proceed with the issuance and sale of the Bonds as provided above, and Bond Counsel is directed to make application to the State Bond Commission in accordance with the foregoing on behalf of the Issuer.

By virtue of applicant/issuer's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the

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"State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.", adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 3. Employment of Bond Counsel. This Governing Authority finds and determines that a real necessity exists for the employment of special counsel in connection with the issuance of the Bonds, and accordingly, Foley & Judell, L.L.P., of New Orleans, Louisiana, as Bond Counsel, is hereby employed to do and perform work of a traditional legal nature as bond counsel with respect to the issuance and sale of said Bonds. Said Bond Counsel shall prepare and submit to this Governing Authority for adoption all of the proceedings incidental to the authorization, issuance, sale and delivery of such Bonds, shall counsel and advise this Governing Authority as to the issuance and sale thereof and shall furnish its opinions covering the legality of the issuance of the Bonds. The fee of Bond Counsel for each series of bonds shall be fixed at a sum not exceeding the fee allowed by the Attorney General's fee guidelines for such bond counsel work and based on the amount of said Bonds actually issued, sold, delivered and paid for, plus "out-of-pocket" expenses, said fees to be contingent upon the issuance, sale and delivery of said Bonds. The President is hereby authorized and directed to execute, and this Governing Authority hereby agrees to and accepts the terms of, the engagement letter of Bond Counsel appended hereto. A certified copy of this resolution shall be submitted to the Attorney General of the State of Louisiana for approval of said employment and of the fees herein designated, and the Secretary-Treasurer is hereby empowered and directed to provide for payment of the work herein specified upon completion thereof and under the conditions herein enumerated without further approval of this Governing Authority.

SECTION 4. Sale of Bonds. The Bonds are hereby authorized to be sold to a purchaser, and the President and/or Secretary-Treasurer are each hereby authorized to execute a Commitment Letter, in form and substance satisfactory to Bond Counsel and Municipal Advisor to the Issuer, provided the sale of the Bonds is within the parameters set forth in Section 1 hereof.

SECTION 5. Appointment of Municipal Advisor. The Issuer hereby retains Argent Advisors, Inc., of Ruston, Louisiana, to act as its Municipal Advisor ("MA") pursuant to the provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules promulgated thereunder by the Securities and Exchange Commission. The Issuer hereby acknowledges that it is represented by the MA and will rely upon the advice of the MA with respect to the Bonds. The fee to be paid the MA shall be payable solely from the proceeds of the Bonds when and if issued, and the amount thereof shall be subject to the approval of the State Bond Commission. The Secretary-Treasurer is hereby authorized and directed, in her discretion, to execute any contract the MA may require with respect to the engagement.

SECTION 6. Declaration of Official Intent. Prior to the delivery of the Bonds, the Issuer presently intends and reasonably expects that it may pay all or a portion of the costs of the Project from legally available funds in its General Fund. Upon the issuance of the Bonds, the Issuer presently intends and reasonably expects to reimburse any such expenditures for the Project from a portion of the proceeds of

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the Bonds, provided that such reimbursement shall be in an amount not currently reasonably expected to exceed the maximum principal amount of the Bonds set forth in Section 1 hereof. Any such allocation of proceeds of the Bonds for reimbursement will be with respect to capital expenditures (as defined in Reg. 1.150-1(b)) and will be made not later than 3 years after the later of (i) the date such expenditure was paid or (ii) the date on which the Project was placed in service or abandoned. This Section is intended to be a declaration of official intent within the meaning of Reg. 1.150-2, and certain terms used in this Section shall have the meaning given in such Regulation. For purposes of this Section, the Project includes construction of a new fire station for the Issuer. All of the expenditures covered by this Section were or will be made on and after the date which is 60 days prior to the effective date of this Resolution or as otherwise allowed by Reg. 1.150-2 which includes, among other things, an exception for "preliminary expenditures" as defined therein.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Daniel Lonsberry, Ernest Nelson, Bubba Moreau, Ollie Overton, Jay Scott, Danny Bordelon, Parrish Giles, Craig Smith, and Sean McGlothlin
NAYS: None
ABSENT: None
ABSTAINING: None

THUS DONE, adopted and signed on this, the 9th day of December, 2024.

/s/Theresa Pacholik
Secretary-Treasurer

/s/Sean McGlothlin
President

EXHIBIT A

ENGAGEMENT LETTER

December 9, 2024

Sean McGlothlin, President
Rapides Parish Police Jury
Alexandria, State of Louisiana

Re: \$775,000 of Limited Tax Bonds of
Fire Protection District Number 5 of
the Parish of Rapides, State of
Louisiana

Dear Mr. McGlothlin:

The purpose of this engagement letter is to set forth certain matters concerning the role we will serve and the legal services we will provide as bond counsel to Fire Protection District Number 5 of the Parish of Rapides, State of Louisiana (the "Issuer") in connection with the issuance of the captioned bonds (the "Bonds"). We understand that the Bonds will be issued for the purpose (the "Project") described in the resolution adopted by the Police Jury of the Parish of Rapides, State of Louisiana (the "Governing Authority"), acting as the governing authority of the Issuer, on December 9, 2024.

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As bond counsel, we will prepare and submit to the Governing Authority for adoption all of the legal proceedings required for the authorization, issuance, sale and delivery of the Bonds and provide advice of a traditional legal nature as to the issuance and sale of the Bonds. Our job is principally to render certain opinions to the Issuer regarding (i) the validity of the Bonds under applicable Louisiana law, (ii) the exemption of interest paid on the bonds from federal and/or state taxes, and (iii) other matters as may be applicable. The bond opinion will be based on facts and law existing as of its date. In rendering such opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to our firm without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws and other resolutions relating to the Bonds. During the course of this engagement, we will rely upon the staff of the Issuer and the Governing Authority to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds.

In our engagement as bond counsel, we will:

- Confer with members of the working group, including you and other officials of the Issuer, relating to the Project and review legal issues relating to the structure of the Bond issue;
- Prepare the Bond Resolution and all related financing documents (collectively, the "Bond Documents");
- As requested, attend meetings of the Governing Authority at which the Bond Documents are adopted;
- Prepare the application for approval of the issuance of the Bonds by the State Bond Commission and attend the State Bond Commission meeting at which such approval will be considered;
- Prepare the closing index and various closing certificates, including the Tax Compliance Certificate, and supervise the execution of certain closing documents by the various parties thereto;
- Prepare and file Internal Revenue Service Form 8038-G, as required by Federal law;
- Prepare the Bonds and supervise their execution and authentication;
- Prepare complete transcripts of record covering the issuance of the Bonds and furnishing the transcripts to various parties in connection therewith; and
- Submit applicable post-closing reports to the State Bond Commission.

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Our fee as bond counsel is based upon the terms, structure, size and schedule of the financing, the services provided, and the responsibilities assumed; however, our fee will not exceed that permitted by guidelines set forth by the Attorney General of the State of Louisiana and is subject to his approval. Our fee as bond counsel is a "contingent fee," meaning you are required to pay for our legal services only in the event the Bonds are actually sold and delivered. Other vendors or members of the working group may charge additional fees or costs for their services.

We will continue to serve as bond counsel until the delivery of the Bonds; however, the Issuer and our firm each have the right to terminate this engagement at any time after providing reasonable advanced written notice, subject to the applicable rules of professional responsibility. Upon conclusion or termination of our representation of the Issuer, papers and property furnished by the Issuer will be returned promptly upon request.

Please note that we are not municipal advisors, and we do not render financial advice or other financial services to the Issuer; however, in the course of providing traditional legal services, we may provide factual information to the Issuer that is not specifically tailored to the Bonds or that does not rise to the level of a recommendation concerning a course of action. We will, however, analyze and advise the Issuer regarding the legal ramifications of the structure, timing, terms and other provisions of the Bonds, as these functions are essential to developing a plan of finance.

On behalf of the Issuer, you have represented to us that in connection with the issuance of the Bonds the Issuer is represented by, and with respect to financial matters will rely on the advice of, Argent Advisors, Inc., a registered municipal advisor under the rules promulgated by the Securities and Exchange Commission. By obtaining such representation from you, our firm is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended.

Applicable ethical rules in Louisiana prohibit us from undertaking this representation if we represent another party that is directly adverse to the Issuer or if there is a significant risk that other considerations will materially limit our representation of the Issuer. As you are aware, our firm represents many political subdivisions, including others in Rapides Parish. At this time, we do not believe any other current or past engagement of our firm adversely affects our ability to represent the Issuer as provided in this letter; however, we invite you to discuss any concerns you have with us.

In the interest of facilitating our services to you, we may (i) send documents, information or data electronically or via the Internet or (ii) store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Confidential electronic documents or data of the Issuer may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, the Issuer recognizes and accepts that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or

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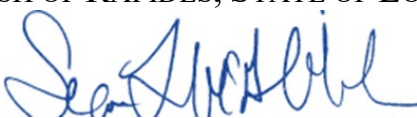
if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party service providers. By acceptance of this letter, the Issuer consents to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

FOLEY & JUDELL, L.L.P.

BY:

BRENNAN K. BLACK, PARTNER

ACCEPTED AND APPROVED:
FIRE PROTECTION DISTRICT NUMBER 5 OF THE
PARISH OF RAPIDES, STATE OF LOUISIANA

BY: 

NAME: SEAN MCGLOTHLIN

TITLE: PRESIDENT

DATED: DECEMBER 9, 2024

On motion by Mr. Bubba Moreau, seconded by Mr. Jay Scott to authorize the President to sign the engagement letter for Payne, Moore, and Herrington for the 2024 audit. On vote the motion carried.

On motion by Mr. Parrish Giles, seconded by Mr. Jay Scott to solicit request for proposals for the leasing of certain areas located at Cotile Lake and Kincaid Lake for the purpose of cutting hay. (Current lease agreement will expire April 30, 2025). On vote the motion carried.

On motion by Mr. Jay Scott, seconded by Mr. Ernest Nelson to authorize cleanup of garbage, trash, weeds and debris at 1820 Bayou Maria, Pineville, LA and authorize legal counsel to invoice the property owner for cost of cleanup. Public Works Department to complete the job if a contractor is unable to complete the job in a timely manner or if it is cost prohibitive. On vote the motion carried.

On motion by Mr. Jay Scott, seconded by Mr. Craig Smith, the following resolution was unanimously adopted:

RESOLUTION
BY
THE RAPIDES PARISH POLICE JURY

WHEREAS, the Louisiana Department of Transportation and Development (LDOTD) is implementing a Transportation Improvement Project (TIP) in the England Airpark (State Project No. H.016203 and Federal Project No. H016203), and;

WHEREAS, the Project will include rehabilitation of the roadway on Vandenberg Drive and England Drive, and;

WHEREAS, LDOTD will review and accept the plans and specifications,

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advertise, receive bids and award the Contract for the proposed pavement rehabilitation, and;

WHEREAS, a construction of the project will be funded through LDOTD using Federal funds and matching England Authority funds, and;

WHEREAS, the England Authority shall assume ownership of and be responsible for all maintenance and operation of the roadway improvements installed under the Project, upon completion of the Project's construction.

NOW THEREFORE BE IT RESOLVED THAT the Rapides Parish Police Jury hereby authorizes the Jury President to execute and sign the "Entity/State Agreement" for the England Airpark Roadway Improvements project and other related documents.

Passed and adopted by the President and Police Jurors of the Rapides Parish Police Jury, State of Louisiana, on this 9th day of December, 2024.

On motion by Mr. Danny Bordelon, seconded by Mr. Jay Scott, the following resolution was unanimously adopted:

RESOLUTION

WHEREAS, Pineland Equipment Group, LLC, the Contractor for the Culvert Replacement on Downs Lane, has "Substantially Completed" the work under the Contract as recommended by the Engineer.

NOW THEREFORE BE IT RESOLVED that the Contract of Culvert Replacement on Downs Lane, the Contractor, for said work, is hereby accepted as "Substantially Complete" with the understanding that the final payment will be made upon satisfactory completion of any Punch List items and presentation of the Clear Lien Certificate as required by law; and,

It is HEREBY FURTHER RESOLVED, that the signing and filing with the Clerk of Court of this Resolution of Contract Acceptance by the President is hereby authorized; and,

It is HEREBY FURTHER RESOLVED, that the President is authorized to sign a Final Recap Change Order adjusting the final contract quantities and time period as necessary.

Passed, approved and adopted by the President and Police Jury of Rapides Parish, Louisiana, on this day 9th day of December, 2024.

On motion by Mr. Parrish Giles, seconded by Mr. Bubba Moreau to authorize cleaning and debris removal of the ditches and installation of drainage culverts, within the Town of Lecompte, to be paid from the town's portion of Road District 3A FY 2025 allocation, cost not to exceed \$150,000.00, as requested by Mayor Herman Williams and contingent upon the Town Council approval. On vote the motion carried.

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On motion by Mr. Craig Smith, seconded by Mr. Jay Scott to adopt an ordinance to establish or set a 30mph speed limit on Willie Wells Road, Ward 11, District C, and authorize the Public Works Department to erect speed limit signs. Discussion ensued.

On amended motion by Mr. Craig Smith, seconded by Mr. Parrish Giles the following ordinance was presented and on vote unanimously adopted:

ORDINANCE

AN ORDINANCE TO AMEND AND REENACT SECTION 18-4.2 (G) SPEED LIMITS SO AS TO ESTABLISH A 25 MPH SPEED LIMIT ON WILLIE WELLS ROAD, WARD 11, DISTRICT C.

NOW, THEREFORE, BE IT ORDAINED by the Rapides Parish Police Jury in Regular Session convened on this 9th day of December, 2024, that Section 18-4.2 (g) of the Rapides Parish Code of Ordinances is hereby amended and reenacted to include the following road, as follows:

Chapter 18. MOTOR VEHICLES AND TRAFFIC
Section 18-4.2. Speed limits designated on certain streets:

...

(g) Twenty-five miles per hour. It shall be unlawful for any person to drive or operate a vehicle upon the following parish roads in Rapides Parish in excess of twenty-five (25) miles per hour.

...

Willie Wells Road, Ward 11, District C

...

(l). Whoever violates the provisions of this section shall be punished by a fine not to exceed one hundred dollars (\$100.00), or imprisoned in the Rapides Parish Jail for a period not to exceed thirty (30) days, or both.

BE IT FURTHER ORDAINED that this ordinance is to be effective immediately.

BE IT FURTHER ORDAINED in all other respects Section 18 of the Rapides Parish Code of Ordinances shall remain unchanged.

BE IT FURTHER ORDAINED that the Parish Highway Department is hereby authorized to erect speed limit signs on the road.

THUS DONE AND SIGNED on this 9th day of December, 2024.

On motion by Mr. Bubba Moreau, seconded by Mr. Parrish Giles to authorize renewal of Annual Intergovernmental Agreements for 2025 with the following municipalities and authorize the President to sign same:

| | |
|-------------|-------------------|
| Woodworth | Road District 2C |
| Cheneyville | Road District 3A |
| Ball | Road District 10A |
| Forest Hill | Road District 1A |
| Glenmora | Road District 1A |
| Lecompte | Road District 3A |
| Boyce | Road District 7A |

On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Ernest Nelson to discuss and adopt the 2025 Rapides Parish Police Jury Meeting and Holiday Schedule and

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request that Civil Service concur. On vote the motion carried.

On motion by Mr. Jay Scott, seconded by Mr. Ernest Nelson to acknowledge the resignation of Ms. Marla West as employee representative and thank her for her years of dedicated service to the Rapides Parish Civil Service Board (RPCS). Resignation from the RPCS board effective December 31, 2024. On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Ernest Nelson to acknowledge the election of Ms. Devon Davis as employee representative to fill the unexpired term of Ms. Marla West. Term will expire on August 17, 2028. On vote the motion carried.

On motion by Mr. Parrish Giles, seconded by Mr. Craig Smith to receive the required report from Acadian Ambulance under the Contract for October, 2024:

| Response Zone | Number of Responses | Required % | Compliance % |
|-----------------------|---------------------|------------|--------------|
| Alexandria - 8 minute | 484 | 80% | 85.74% |
| Pineville - 8 minute | 167 | 80% | 82.04% |
| Rapides - 12 minute | 221 | 80% | 87.33% |
| Rapides - 20 minute | 196 | 80% | 86.22% |

On vote the motion carried.

On motion by Mr. Jay Scott, seconded by Mr. Craig Smith to authorize the renewal of the Rapides Parish Police Jury Worker's Compensation Insurance for 2025 with PGRMA/CCMSI for \$194,021.00 and authorize the President to sign the same. On vote the motion carried.

On motion by Mr. Parrish Giles, seconded by Mr. Danny Bordelon to authorize to renew the Worker's Compensation Policy for Rapides Parish Fire District No. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, and 18 for Policy Period beginning January 1, 2025 and ending December 31, 2025, as recommended by the Purchasing Agent and Treasurer. On vote the motion carried.

On motion by Mr. Bubba Moreau, seconded by Mr. Ernest Nelson the following item(s) were placed on the Jury but were posted on the agenda after the Committee Meeting in compliance with the public meetings law and are confirmed as having been added to the agenda by unanimous vote:

YEAS: Daniel Lonsberry, Ernest Nelson, Davron "Bubba" Moreau, Oliver "Ollie" Overton, Jr, Jay Scott, Danny Bordelon, Parrish Giles, Craig Smith and Sean McGlothlin.

NAYS: None

ABSTAIN: None

ABSENT: None

On roll call vote the motion carried 9-0.

On motion by Mr. Danny Bordelon, seconded by Mr. Craig Smith, the following resolution was presented and unanimously adopted:

RESOLUTION

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BY
RAPIDES PARISH POLICE JURY

WHEREAS, the Rapides Parish Police Jury received the following Bids on Wednesday, December 4, 2024 for Belgard Bend Road Lane Widening.

| CONTRACTOR | | BASE BID |
|------------|-------------------------------------|--------------|
| 1. | Apeck Construction, LLC | \$305,079.40 |
| 2. | T.L. Construction, LLC | \$322,560.00 |
| 3. | Ducote Development Group, LLC | \$382,810.00 |
| 4. | Turner & Turner Contracting, LLC | \$432,235.78 |
| 5. | Diamond B Construction Company, LLC | \$437,630.00 |

WHEREAS, the Bids have been checked and tabulated by Pan American Engineers, LLC, with a recommendation of award being made to the low Bidder;

NOW, THEREFORE BE IT RESOLVED, that the contract for said construction project is hereby awarded to the low Bidder, Apeck Construction, LLC for the Base Bid of \$305,079.40.

BE IT FURTHER RESOLVED, that the President is hereby authorized to execute contracts, change orders and other documents related to the project between the Rapides Parish Police Jury and the successful Bidder.

Passed, approved and adopted by the President and Police Jury of Rapides Parish, Louisiana, on this 9th day of December, 2024.

On motion by Mr. Craig Smith, seconded by Mr. Parrish Giles to accept a section of S Jeff McCann Road (15 ft wide x 1,250 feet in length), Ward 11, Road District 2B-2, for parish perpetual maintenance and request Rapides Area Planning Commission to add to the parish map as requested by the Public Works Director. On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Bubba Moreau to receive the recommendation from the Ambulance Advisory Committee on Ordinance amendments and request for proposals and adoption. Discussion ensued.

Mr. Greg Jones, Legal Counsel, presented an update from the Ambulance Advisory Committee and their recommendation for the Jury to adopt the revised ordinance and advertise the approved Request for Proposals for Ambulance Services in Rapides Parish.

On motion by Mr. Ollie Overton, seconded by Mr. Bubba Moreau, the following ordinance was presented, to amend Chapter 4 ½ of the Compiled Ordinances of Rapides Parish, Louisiana Relative to Ambulances and Medical Transportation, as recommended by the Ambulance Advisory Board, and unanimously adopted:

**AN ORDINANCE SUPPLEMENTING, AMENDING AND RE-ENACTING
CHAPTER 4 ½ OF THE COMPILED ORDINANCES OF RAPIDES
PARISH, LOUISIANA RELATIVE TO AMBULANCES AND MEDICAL**

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**TRANSPORTATION; AND FURTHER PROVIDING WITH RESPECT
THERE TO.**

WHEREAS, the Rapides Parish Police Jury finds it to be in the public interest to make a comprehensive revision of those provisions of the Compiled Ordinances of Rapides Parish, Louisiana governing Ambulance service in the unincorporated areas of Rapides Parish;

NOW, THEREFORE:

BE IT ORDAINED by the Rapides Parish Police Jury in legal and regular session that:

SECTION ONE

The Chapter 4 ½ of The Compiled Ordinances of Rapides Parish, Louisiana relative to Ambulances is hereby revised and re-enacted, in its entirety, to read as follows:

**Chapter 4 ½
AMBULANCE SERVICES**

ARTICLE I. IN GENERAL.

SECTION 1. Name.

This Ordinance shall be known as the Uniform Ambulance Service Ordinance.

SECTION 2. Purpose and Intent.

In order to ensure that quality ambulance service is available to all residents of Rapides Parish, this Ordinance is intended to provide for the License of a sole licensed provider for ambulance service in Rapides Parish, Louisiana, and to provide for the uniform regulation of ambulance service throughout Rapides Parish.

SECTION 3. Findings and Declaration.

The Rapides Parish Police Jury, in accordance with La. R.S. 33:4791.1, does hereby find and declare the following:

- A) Providing consistent, high-quality emergency and non-emergency ambulance services, along with all associated operations carried out by qualified personnel equipped with Advanced Life Support equipment, is crucial for the health, safety and welfare of the citizens of Rapides Parish.
- B) Exclusive access by an ambulance service, for the provision of emergency medical services, to the 911 or other emergency communication dispatcher in Rapides Parish is essential to maintaining quick response time and consistency of care
- C) It is in the best interest of the citizens of Rapides Parish to License, in accordance with the provisions of this Ordinance, an exclusive Provider of emergency and non-emergency ambulance service in Rapides Parish.

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Such an exclusive License will best allow the Rapides Parish Police Jury to demand accountability and performance from that Provider with respect to response times, and to guarantee the stability and accessibility of ambulance service in Rapides Parish for a set term.

SECTION 4. Territorial Applicability.

Upon adoption by the Rapides Parish Police Jury, the provisions of this ordinance shall become effective within the unincorporated areas of Rapides Parish.

SECTION 5. Cooperation with Other Local Governing Authorities.

The Rapides Parish Police Jury authorizes its President to enter into such Local Services Agreements and/or Cooperative Endeavor Agreements with the governing authority(s) of any municipality(s) as are necessary and proper to use the Rapides Parish Police Jury (RPPJ) and the Rapides Parish Police Jury Ambulance Service Advisory Board (RPASAB) to periodically select and license a sole provider of ambulance service in Rapides Parish and to provide for the uniform regulation and oversight of such service throughout Rapides Parish pursuant to the provisions of this Ordinance.

SECTION 6. Definitions.

6.1. Advanced Life Support Transport (ALS).

- A) **Advanced Life Support Ambulance Service** - means the level of service attained when (i) the Ambulance Service Provider is licensed as an advanced life support ambulance service by the Louisiana Bureau of EMS and (ii) the Ambulance Service Provider's vehicles are permitted as advanced life support vehicles by the Louisiana Bureau of EMS and each Ambulance is occupied by at least one ambulance driver certified as an EMT, Advanced EMT or Paramedic, and at least one patient attendant minimally certified as a Paramedic by the Louisiana Bureau of EMS.
- B) **Advanced Life Support Personnel** - means an individual trained to the level of Advanced EMT or Paramedic as defined by State laws and regulations, who is qualified to perform enhanced advanced skills that include being able to administer a limited number of medications and perform other interventions.
- C) **Advanced Life Support Assessment** - means an assessment performed by an ALS crew as part of an emergency response that was necessary because the patient's reported condition at the time of dispatch suggested that ALS intervention was needed. An ALS assessment does not necessarily result in a determination that the patient requires an ALS level of service.
- D) **Advanced Life Support Intervention** - means a procedure that is in accordance with State and local laws, beyond the scope of authority of

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an Emergency Medical Technician. These procedures include, but are not limited to:

- Intravenous therapy
- Manual defibrillation/cardioversion
- Endotracheal intubation
- Central venous line insertion or monitoring
- Cardiac pacing
- Chest decompression
- Surgical airway
- Intraosseous lines
- Intravenous, intramuscular or subcutaneous medication administration
- Inhalation, sublingual or rectal medication administration
- Monitoring of pulse oximetry
- Monitoring of end-tidal carbon dioxide

E) **Advanced Life Support Transport** - means transportation by ground ambulance vehicle permitted at the ALS level by the State and Parish, medically necessary supplies and services and either an ALS assessment by ALS personnel or the provision of at least one ALS intervention. Patients with Emergency Medical Conditions as defined in Section 6.7 shall be provided with ALS Transport.

6.2 Basic Life Support (BLS).

Means transportation by ground ambulance vehicle and medically necessary supplies and services, plus the provision of BLS procedures as defined by the Louisiana Bureau of EMS. The ambulance must be staffed by a driver who is, at a minimum, qualified as an EMT and a patient attendant who is, at a minimum, qualified as an EMT.

6.3 Ambulance Committee.

The Rapides Parish Ambulance Committee (RPAC) of the Rapides Parish Police Jury (RPPJ) is hereby created and shall administer the Operations Contract and serve as the regulatory entity for the ambulance ordinances and all medical transportation providers within the Parish. Said Committee shall consist of three (3) voting members to be appointed by the Rapides Parish Police Jury. The Committee members may be Rapides Parish Police Jury members.

The Contract Administrator shall serve in an ex-officio capacity on the Committee.

6.4 Contract Administrator.

Shall mean the person appointed by the Rapides Parish Police Jury to administer the Ambulance Ordinance and Operations Contract. All communications between the Parish, Cities, RPASAB and the Provider will be facilitated the Contract Administrator. The Police Jury shall fix the compensation, if any, of the Contract Administrator. The Legal Representative for the Rapides Parish Ambulance Service Advisory Board (RPASAB) may also serve as the Contract Administrator.

6.5 Ambulance and Medical Transportation Vehicles.

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AMBULANCE. Means any authorized emergency vehicle, permitted as an ambulance by the State Bureau of EMS, equipped with warning devices, designed and operated as a part of a regular course of conduct or business to transport a sick or injured individual or which is advertised or otherwise held out to the public as such. The Provider may use Parish-permitted ambulances for Non-Ambulance Medical Transportation Service (NAMTS) but NAMTS providers may not transport emergency patients in NAMTS vehicles. The RPAC may establish minimum standards for all medical transportation vehicles, including, but not limited to: ALS Ambulance Vehicles; BLS Ambulance Vehicles; and Emergency Medical Response Vehicles ("EMRVs").

NON-AMBULANCE MEDICAL TRANSPORTATION VEHICLE. Means any wheelchair van or similar non-ambulance vehicle operated by a Non-ambulance Medical Transportation Service (NAMTS) provider. NAMTS providers may not transport emergency patients in NAMTS permitted vehicles. The RPAC may establish minimum standards and licensing requirements for all Non-ambulance Medical Transportation Vehicles. See Article IV.

6.6 Ambulance Service or Ambulance Provider.

"Ambulance Service" or "Ambulance Provider" means any person, firm, association, or government entity licensed by the State Bureau of EMS, owning, controlling, or operating any business or service which furnishes, operates, conducts, maintains, advertises, engages in, proposes to engage in, or professes to engage in the business or service of transporting, in ambulances, individuals who may need medical attention during transport. This applies to Emergency Ambulance Calls and Non-emergency Ambulance Calls. However, "ambulance service" and "ambulance provider" shall not include any of the following:

- A) A volunteer nonprofit organization or municipal nonprofit organization operating an invalid coach or coaches.
- B) An entity rendering assistance to a licensed ambulance or ambulances in the case of a major disaster.
- C) A licensed hospital provides non-ambulance transportation when such transportation originates at a licensed hospital.
- D) A licensed hospital providing non-emergency transportation from its campus to a long-term care or rehabilitation facility.
- E) An entity operating an ambulance or ambulances from a location outside of the state to transport patients from a location outside of the state to a location inside the state or to transport a patient or patients from a medical facility inside of the state to a location outside of the state.
- F) An entity providing transportation to employees who become sick or injured during the course of their employment from a job site to the nearest appropriate medical facility.

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6.7 Emergency Medical Condition.

Shall mean a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain, and/or symptoms of substance abuse) such that a prudent layperson, who possess an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part. Except in major catastrophes and in disaster situations (as declared by appropriate elected officials) only ambulances that are permitted at the ALS level with ALS personnel may transport patients with Emergency Medical Conditions.

6.8 Emergency Ambulance Call.

Shall mean a situation that is classified (at time of dispatch) as a priority one or two under the Emergency Dispatch protocols established by the NAEMD (National Association of Emergency Medical Dispatch) or APCO (Association of Public Safety Communications Officials), or when the exact circumstances are unknown, but the nature of the request is suggestive of a true emergency where a patient may be at risk. ALS and BLS ambulances or Emergency Medical Response Vehicle (EMRV) may respond to Emergency Ambulance Calls, but only ALS ambulances may transport patients with Emergency Medical Conditions.

6.9 Emergent Ambulance Call from a Hospital.

Shall mean a call that, at the time the call is made, presents circumstances in which there is an immediate need for a patient to be transported by Ambulance from a hospital in Rapides Parish (the "originating hospital") to another hospital, inside or outside Rapides Parish, so that the patient can receive a higher level of care or medical services that are not available at the originating hospital, and the physician ordering the ambulance transport or otherwise referring the patient to another hospital certifies that a delay in the transport is likely to have an unfavorable impact on the patient's outcome.

6.10 Non-emergency Ambulance Call.

Non-emergency Ambulance call means a call for ambulance service that is not an Emergency Ambulance call. Non-emergency transportation by ambulance is appropriate if either: the patient is bed-confined, and it is documented that the patient's condition is such that other methods of transportation are contraindicated; or, if the patient's medical condition, regardless of bed confinement, is such that transportation by ambulance is medically required.

6.11 Emergency Mode.

Means an ambulance or EMRV operating with emergency lights and warning siren (may use air horn in addition to siren) while engaged in an Emergency Ambulance call. Drivers of ambulances and EMRV's shall operate in the emergency mode with warning lights and siren at all times while engaged in an Emergency Ambulance call if they are operating the emergency vehicle in a manner to take exemption to the traffic laws and rules of the road which may be allowed by State law, so as to warn other drivers of non-emergency vehicles to yield the right of way of the authorized emergency vehicle. Ambulances

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and EMRV's may use emergency warning lights only, if they are engaged in an Emergency Ambulance call and they are stopped or parked or if they are moving and operating the vehicle in a manner so as to abide by all traffic laws and regulations stipulated in State law. No driver of any ambulance or EMRV shall assume any special privilege from traffic laws and regulations except when such emergency vehicle is operated in emergency mode, with warning lights and siren, while engaged in an Emergency Ambulance call.

6.12 Emergency Medical Response Vehicle (EMRV).

Means a marked emergency vehicle with fully visual and audible warning signals operated by the Parish-licensed ambulance service, the primary purpose of which is to respond to the scene of a medical emergency to provide emergency medical stabilization or support, or command, control, and communications, but which is not an ambulance designed or intended for the purpose of transporting a victim from the scene to a medical facility regardless of its designation. Included are such vehicles referred to but not limited to the designation as "sprint car", "quick response vehicle", "special response vehicle", "triage trucks", "staff cars", "supervisor units", and other similar designations. - Personnel operating EMRVs must be certified as either EMT, Advanced EMT or Paramedic.

6.13 Emergency Facilities.

Are those facilities that include as part of their mission providing for the treatment of patients with life- or limb-threatening conditions. They meet or exceed the Emergency Care Guidelines of the American College of Emergency Physicians, and they receive ambulance patients with Emergency Medical Conditions.

6.14 Emergency Medical Services Driver (EMSD).

An individual who is authorized to drive an ambulance in the Parish. At a minimum, they must be trained and certified as an Emergency Medical Responder and have successfully completed an emergency ambulance driving course with current certification as approved by the Ambulance Committee. EMT, Advanced EMT, and Paramedics may also function as EMSD if they successfully complete an emergency ambulance driving course with current certification as approved by the RPAC.

6.15 Ambulatory Care Facilities.

Provide primary medical care services and may be accessible without prior doctor-patient relationship or without an appointment.

6.16 Call Response Measurements.

The following definitions shall be used as time measurements for the ambulance provider licensed pursuant to this Ordinance. All times shall be recorded in hours, minutes and seconds. These measurements shall be utilized by the RPAC to determine licensed ambulance provider's compliance with performance criteria. All of the below listed times shall be based on transporting units only.

A) **Fractile Response Time.** Percentile of a specific category of requests for ambulance service that are appropriately answered within a stated response time goal or standard. A fractile response time requirement

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can be expressed as follows: Every calendar month, the Provider will have an ALS ambulance staffed as required, on the scene of at least X percent of all (enter level of call here, such as "presumed life threatening") emergency calls in (a specific jurisdiction) in Y minutes or less. An example of this wording follows: "Every calendar month, the Provider will have an ALS ambulance staffed as required, on the scene of at least 90% (ninety percent) of all presumed life-threatening presumed life- threatening emergency calls inside Zone 1 of "Exhibit A" in eight minutes zero seconds or less.

- B) **Call Received Time.** This time is when the EMS telecommunicator has answered a call for service or when the call has been transferred from the Rapides Parish 911 Call Center.
- C) **Enroute Time.** This time is when the assigned unit is notified of assignment to a specific call by the communications center and declares itself to be enroute.
- D) **On-Scene Time.** This stage begins when the ambulance unit - declares itself on-scene, (the unit is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient or when it arrives at a staging area because of hazardous materials, violent crime scenes, etc.) and ends when the ambulance unit declares itself to be enroute to a destination.
- E) **Response Time.** Elapsed time measurement that begins at the Call Received Time and ends when an assigned ambulance unit capable of ALS transport declares itself on-scene at the assigned location or staging area.

6.17 **Emergency Medical Services.**

Emergency Medical Services ("EMS") means the following pre-hospital and inter-hospital services:

- A) **Access and Coordination** - The answering and processing of telephone requests for Ambulance or Emergency Medical Responder Services, including EMS dispatching, emergency and non-emergency; the providing of medical pre-arrival instructions to callers by telephone; but excluding the process of 911 complaint-taking when the caller is immediately transferred to the EMS Control Center;
- B) **Medical Transportation** - Transportation and services by either a Permitted Ambulance (ALS or BLS) or Non-Ambulance Medical Transportation Service vehicle.
- C) **On-line Medical Direction** - On-line medical direction is the medical direction provided directly to prehospital providers by the medical director or designee either on-scene or by direct voice communication. Ultimate authority and responsibility for concurrent medical direction rests with the medical director. On-line medical direction in the Parish shall be sanctioned and coordinated by the Licensed Ambulance Provider.

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D) **Off-line Medical Direction** - Off-line medical direction is the administrative promulgation and enforcement of accepted standards of prehospital care. Off-line medical direction can be accomplished through both prospective and retrospective methods. Prospective methods include, but are not limited to, training, testing, and certification of providers; protocol development; operational policy and procedures development; and legislative activities. Retrospective activities include, but are not limited to, medical audit and review of care, direction of remedial education, and limitation of patient care functions, if needed. Various aspects of prospective and retrospective medical direction can be handled by committees functioning under the medical director with representation from appropriate medical and EMS personnel. The Off-line Medical Director is appointed by the Licensed Ambulance Provider and shall be a physician licensed to practice emergency medicine who is familiar with the pre-hospital emergency response system in Rapides Parish.

6.18 **Provider's EMS Control Center.**

The Provider's EMS Control Center is the communications facility operated by the Licensed Ambulance Provider which serves as the Provider's central EMS communications center.

6.19 **Licensed Ambulance Provider.**

The Licensed Ambulance Provider is the licensed provider for emergency ambulance services in Rapides Parish. The Licensed Ambulance Provider is authorized to enter into mutual aid agreements with other EMS, public safety and ancillary support agencies.

6.20 **Medical Necessity for Ambulance Service.**

Medical necessity is established when the patient's condition is such that use of any other method of transportation other than ambulance is contraindicated. In any case, in which some means of transportation other than an ambulance could be utilized without endangering the individual's health, whether or not such other transportation is actually available.

6.21 **Non-ambulance Medical Transportation Service or Medical Wheelchair Van Service.**

Non-ambulance Medical Transportation Service (NAMTS) or Medical Wheelchair Van Service means any person, firm, association, or government entity owning, controlling, or operating any business or service which furnishes, operates, conducts, maintains, advertises, engages in, proposes to engage in, or professes to engage in the business or service of transporting individuals in a vehicle other than an ambulance, with the following stipulations:

A) Passengers do not require medical care, attention, or monitoring during transport; and

B) Passengers do not require the assistance of an attendant during transport; and

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this C) Passengers do not meet medical necessity requirements as defined in Ordinance.

D) Drivers must possess a valid driver's license and be State certified as an EMR, EMT, AEMT or Paramedic. See ARTICLE IV., SECTION 7 - "Driver and Pilot Qualifications" (1) (2) (3) (4) (5) (6) (7) (8)

6.22 Operations Contract.

Operations Contract means a contract between an Ambulance Provider and the Parish to provide Ambulance Service to the Parish in response to Emergency Ambulance Calls and Non-emergency Ambulance Calls within Rapides Parish.

6.23 Provider.

Provider means the entity providing Emergency and Non-emergency Ambulance Service to Rapides Parish pursuant to the Operations Contract.

6.24 Patient.

Patient means an individual who is ill, sick, injured, wounded, or incapacitated (physically or mentally), and who is in need, or is at risk of needing, medical care or assessment at the scene of a call and during transportation to or from a health care facility. Only licensed Ambulance Services may transport Patients as defined herein, and they must be transported in ambulance vehicles permitted by the State of Louisiana.

6.25 License.

Ambulance Service License - Every ambulance service provider as defined in SECTION 6.6 – "Ambulance Service or Ambulance Provider" responding to emergency ambulance calls and non-emergency ambulance calls originating in the Parish shall be required to obtain an Ambulance Service License pursuant to this Ordinance. This Ambulance Service License authorizes the provider to respond to emergency and non-emergency Ambulance Calls.

6.26 System Standard of Care.

System Standard of Care means the federal, state and local laws, and policies, rules, regulations and protocols that establish standards governing all clinical and operational aspects of the EMS system in Rapides Parish. Minimum requirements shall include, but not be limited to, the most current standards recommended by the Commission on Accreditation of Ambulance Services. The RPAC may establish additional minimum Standards of Care. The licensed ambulance provider shall maintain accreditation with the Commission on Accreditation of Ambulance Services during the term of the Contract. If the Licensed Ambulance Provider does not hold such accreditation at the commencement of the Contract, it must make application for such accreditation within one year from the commencement date of the Contract and must be accredited within two years.

6.27 Provider's Telecommunicator.

Provider's Telecommunicator shall hold the certification from either the National Academy of Emergency Medical Dispatch (NAEMD) or the

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Association of Public Safety Communication Officials EMD (APCO EMD). Only qualified telecommunicators shall be permitted to work in the Provider's EMS Control Center as call takers or dispatchers.

6.28 System Status Plan.

Status Plan means the plan and protocols for staffing, deployment, and redeployment of Ambulances which is developed and utilized by an Ambulance Service Provider, and which specifies how many Ambulances will be staffed and available within the Parish each hour of the day, each day of the week, including the locations of available Ambulances (not assigned to calls) within the Parish, specified separately for each hour of the day, for each day of the week and the remaining number of Ambulances then available in the system, and including protocols for event-driven redeployment of those remaining Ambulances. The Provider is responsible for development and implementation of the System Status Plan. The System Status Plan shall require enough units to meet emergency and non-emergency response times.

SECTION 7. Prohibited Acts.

Subject to the exemptions set forth in SECTION 8.1 – “Exemptions”, it shall be unlawful and an offense for any person or any Ambulance Service Provider to commit any of the following acts:

- A) To perform duties as an EMS driver, attendant-, (EMR, EMT, Advanced EMT, Paramedic or pre-hospital RN or licensed physician), without a current valid certification issued by the Louisiana Bureau of EMS.
- B) To allow any person to work as an ambulance driver or attendant, without current valid certification issued by the Louisiana Bureau of EMS.
- C) To use, or cause to be used, an ambulance service other than the Ambulance Service Provider holding a valid Ambulance Service License pursuant to this Ordinance.
- D) For any person, firm or organization except Public Safety Agencies in Rapides Parish to respond to emergency or non-emergency ambulance calls that originate within Rapides Parish, other than the Ambulance Service Provider that is the holder of a valid Ambulance Service License issued pursuant to this Ordinance or without the express authorization of the Provider.
- E) To knowingly give false information to induce the dispatch of an Ambulance or Emergency Medical Responder.
- F) To operate an Ambulance in the Emergency Mode when not responding to an emergency ambulance call in compliance with this Ordinance;
- G) For any person, firm or organization to cause the use of non-emergency ambulance service that violates the provisions of this Ordinance.

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- H) For an Ambulance Service Provider to bill a patient for services provided by firefighters, police officers, or other public employees acting as first responders. This provision shall not be applied to prevent an Ambulance Service Provider from billing a patient for medications, medical supplies, and the like used by firefighters, police officers, or other public employees acting as first responders where those medications, medical supplies, and the like were provided to or for such first responders by the Ambulance Service Provider
- I) It shall be a violation of this Ordinance for the Licensed Ambulance Provider, to fail to respond to an Emergency Ambulance Call originating within the Parish where there is a medical necessity for the service.
- J) To allow any person to work as a Telecommunicator without NAEMD or APCO EMO certification.

SECTION 8. Fines.

- A) In this Chapter, the term "Violation of this Ordinance" means: Doing an act that is prohibited or declared unlawful, by this Uniform Ambulance Service Ordinance or by rule or regulation authorized by said Ordinance; Failure to perform an act that is required to be performed by this Uniform Ambulance Service Ordinance or by rule or regulation authorized by said Ordinance; or
- B) In this Chapter, the term "Violation of this Ordinance" does not include the failure of a public employee or designee to perform an official duty unless this Uniform Ambulance Service Ordinance specifically provides that failure to perform the duty is to be punishable as provided in this Chapter.
- C) The imposition of a fine as set forth herein does not prevent the subject violation of this ordinance from being considered in connection with the revocation or suspension of a license, permit or franchise.
- D) Continuous or repeated violations of this Ordinance may be abated by injunctive or other relief, and the imposition of a fine under this section or any other provision of law does not constitute an election of remedies and shall not prevent an award of injunctive or other relief.

8.1 Exemptions.

Notwithstanding anything herein, it shall not be a violation of this Ordinance, and no Ambulance Service License shall be required, when a vehicle or Ambulance is:

- A) Responding to an emergency or non-emergency Ambulance Call at the request of the Licensed Ambulance Provider.
- B) A privately owned vehicle not ordinarily used in the business of transporting Patients who are sick, injured, wounded, incapacitated or helpless.

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- C) A vehicle rendering services as an Ambulance in the event of a major catastrophe or emergency when Ambulances with permits based in the locality of the catastrophe or emergency are incapacitated or insufficient in number to render the services needed as determined by the Incident Commander(s).
- D) 1) An Ambulance transporting a Patient to a location within the Parish where the transport originated from a point outside the Parish; and, 2) an Ambulance operated by the same ambulance service as above, which transports the same Patient from the original destination within the Parish back to the original point of origin within twenty-four (24) hours of the original transport and the Patient (or a proper representative of the Patient) has specifically requested transportation by said ambulance service.
- E) An Ambulance operated by the same ambulance service provided by a governmental entity or political subdivision that transported a patient to a location within the Parish, that transports the same Patient from the original destination within the Parish back to the Patient's original point of origin outside the Parish when the Patient (or a proper representative of the Patient) has specifically requested transportation by said ambulance service because the patient receives such ambulance service without cost, or at a reduced cost, by virtue of being a citizen or resident of the governmental entity or political subdivision operating that ambulance service.
- F) A vehicle engaged in the intrastate/interstate transport of a Patient that originates outside the Parish.
- G) An ambulance service that responds with mutual aid and permission of the Provider, so long as the response is coordinated through the EMS Control Center and the Licensed Ambulance Provider determines that the ambulance service meets or exceeds the needs of the specific patient(s).

ARTICLE II. RAPIDES PARISH AMBULANCE SERVICE ADVISORY BOARD (RPASAB)

SECTION 1. Name and Purpose.

In order that the local governing bodies will have the benefit of relevant technical and professional expertise there is hereby created the Rapides Parish Ambulance Service Advisory Board (RPASAB) which shall assist and advise the local governing bodies with respect to the selection of a sole provider for ambulance service in Rapides Parish and the regulation of such service as set forth herein.

SECTION 2. Member and Methods of Appointments.

The board shall consist of seven (7) members, appointed as follows for a term of two (2) years:

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- 1) One (1) member of the board shall be the Chancellor of Louisiana State University at Alexandria (LSUA) or his/her designee.
- 2) The Mayor of the City of Alexandria and the Mayor of the City of Pineville shall each appoint one (1) member of the board. Each of these appointees shall be familiar with emergency medical services in Rapides Parish.
- 3) The Chief Executive Officer (or person serving in the equivalent position) of each Medical Center operating a 24-hour Emergency Department in Rapides Parish shall appoint one member of the Board. This provision calls for two (2) appointments, one each from the Chief Executive Officer of each of the following Medical Centers: Rapides Regional Medical Center and Christus St. Frances Cabrini Hospital.
- 4) The President of the Rapides Parish Police Jury shall appoint one (1) member to represent the rural area on the south side of the Red River and one (1) member to represent the rural area on the north side of the Red River; (preferably either a municipal Mayor, Mayor's designee or a Fire District Chief).

No member of the board shall be affiliated with any ambulance service. There shall be no limit on the number of terms a member may serve on the board.

SECTION 3. Notification of Appointment.

The appointing authority shall provide written notice identifying its appointee to the Contract Administrator and the appointment shall become effective upon the Contract Administrator's receipt of that notice. The Contract Administrator shall communicate, in writing, to the local governing authorities the name of all appointees and the date of the appointment. All appointments will be publicly reported at the next meeting of the Rapides Parish Police Jury.

SECTION 4. Meetings.

The board shall meet at any time on the call of the chairman, the Contract Administrator, or on the written request of any four (4) members (majority of a quorum). The board will meet at least quarterly. All meetings of the board shall be open to the public as provided by law. The board may make its own rules and regulations concerning the conduct of its meetings.

SECTION 5. Attendance at Meetings.

Members of the board shall be expected to attend all regular and called meetings. Should a member be absent from fifty percent (50%) of the board's meetings in a calendar year, the Contract Administrator shall notify the RPPJ

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and the authority that appointed such member and request that the member be removed from the board and a new member be appointed.

SECTION 6. Organization and Quorum of the Board.

The board shall elect, at its first meeting, and annually thereafter, a chairman, a vice chairman and a secretary from its membership. The term of each officer shall be for one (1) year with eligibility for reelection. Four (4) members of the board shall constitute a quorum for all purposes.

SECTION 7. Committees.

The board shall have the power to designate various committees with such powers and duties as the board may prescribe, provided that such powers and duties do not violate any law of the State of Louisiana.

SECTION 8. Reports.

The RPASAB shall keep an accurate record of all meetings and shall, at least annually, give to the RPAC a written report of the board's activities for the prior year. The board shall provide the Rapides Parish Police Jury copies of the minutes of each of its meetings.

SECTION 9. Legal Representation.

The RPASAB may hire/retain an attorney to serve as the legal advisor to the board. The Legal Representative may also serve as the Contract Administrator under SECTION 6.4 "Contract Administrator".

SECTION 10. Duties and Authority of RPASAB.

The board shall have the following duties and authority:

- A) As desired, the RPASAB may review and recommend to the RPAC and the local governing authorities any changes to the Ordinance(s) regulating ambulance services.
- B) As desired, the board may review and recommend to the RPAC and the local governing authorities any changes in the standards and procedures with reference to the provision of emergency medical services.
- C) The board will respond to any complaint concerning quality of service provided under the sole provider license issued through the Rapides Parish Police Jury by the local governing authorities pursuant to this chapter.
- D) The board will respond to any complaint concerning rates and charges by emergency medical service providers in Rapides Parish and can make any recommendation concerning the same to the RPAC and the local governing authorities.

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- E) The board may review and recommend to the RPAC and the local governing authorities any recommendations it has concerning the provision of any emergency medical service to the citizens of Rapides Parish.
- F) The board may encourage the local governing authorities in Rapides Parish to adopt such ordinances as are needed in order to provide quality ambulance service to all citizens living within Rapides Parish.
- G) Monitor the Licensed Ambulance Provider's compliance with applicable response times established by this Ordinance or by the Operations Contract.
- H) The RPASAB will hear any complaint of any person with reference to the provision of ambulance services in Rapides Parish. In connection with such complaints the privacy rights of any patient will be protected in accordance with law. The hearing of complaints by the board will be conducted under the following procedure:
 - 1) All complaints must be in writing. All written complaints must be directed initially to the Contract Administrator.
 - 2) The Contract Administrator will notify the chairman of the board in writing of any written complaint.
 - 3) The Contract Administrator will notify the emergency medical service provider, will furnish a copy of the written complaint to the provider and will allow fifteen (15) days for the provider to respond in writing to the complaint.
 - 4) Once the Contract Administrator has received the EMS Providers response it will be made available for review by all board members.
 - 5) The Contract Administrator will furnish a copy of the written response of the emergency medical service provider to the complaining party upon the receipt of same.
 - 6) The board will consider and attempt to mediate and resolve the complaint, if possible. If the complaint is resolved, notice of the resolution will be sent by the Contract Administrator to the complaining party and to the emergency medical service provider.
 - 7) If the complaint is not able to be resolved by the board, the Contract Administrator will refer the complaint, together with the response of the provider, and any recommendation that the board deems appropriate to the local governing authorities and/or appropriate law enforcement agencies.

**ARTICLE III. TERMS AND CONDITIONS OF LICENSE PROVISION OF
AMBULANCE SERVICES.**

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SECTION 1. Exclusive License.

Under the provisions of Louisiana law, including but not limited to La. R.S. 33:4791.1, the Rapides Parish Police Jury is authorized to issue an exclusive license to a sole Provider of ambulance services (both emergency and non-emergency) within the unincorporated areas of Rapides Parish. The Rapides Parish Police Jury finds that the purpose and intent of this Ordinance as stated hereinabove are best served by the licensure of such a sole Provider of ambulance service.

The Rapides Parish Police Jury may, on their behalf and the behalf of any of the municipalities located within Rapides Parish, select and contract with an ambulance service to be the sole provider of ambulance services (both emergency and non-emergency) for said municipalities.

SECTION 2. Term of Exclusive License.

The initial term of any such exclusive License shall be for a period of five (5) years beginning with the Commencement Date set forth in the License issued by the Rapides Parish Police Jury pursuant to this Ordinance. The License may thereafter be renewed by mutual agreement of the Rapides Parish Police Jury and the Licensee for two (2) additional terms of not more than two (2) years each.

If the existing contract is not renewed, or upon the expiration of the nine (9) year period of renewals, a request for proposal shall be advertised for ambulance services by the Police Jury.

SECTION 3. Contract Fee for Exclusive Service.

The Provider of Ambulance Services shall pay a license fee of FORTY-FIVE THOUSAND AND NO/100 (\$45,000.00) DOLLARS each calendar year, or portion thereof, during the term of this Exclusive License. This License Fee shall be paid to the Rapides Parish Police Jury Ambulance Service Fund to defray the costs of administering this Ordinance. The initial License Fee shall be paid upon commencement of the initial term of the License with subsequent License Fees being due thereafter on or before January 31 of each succeeding year during the initial or renewal term(s) of the License.

For the calendar year 2026 and thereafter during the initial and renewal term(s) of the License, the Rapides Parish Police Jury may increase the License Fee if shown necessary to cover the costs of administering this Ordinance, but no such increase shall be more than \$10,000.00 per calendar year or portion thereof. Any such increase shall be adopted by the Rapides Parish Police Jury at an Open Meeting held on or before October 31st of the prior year.

SECTION 4. Conditions of License for Provision of Exclusive Ambulance Service.

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Any sole provider of ambulance services for the unincorporated areas of Rapides Parish shall be selected only upon the ambulance service Provider being able to furnish and furnishing to the Rapides Parish Police Jury the following inter alia:

- A) The provider designated by the Police Jury shall, at a minimum, meet the following criteria:
- 1) **Physician.** A full-time physician shall serve as Medical Director of the ambulance service, who shall be responsible for all quality-of-care issues, and shall provide quarterly reports to the RPASAB regarding response times, complaints and any other quality of care issues. "Full time," for purposes of this paragraph, shall mean that the physician shall have no other employment outside of his employment with the ambulance service, which shall be a minimum of forty (40) hours per week.
 - 2) **Helicopter service.** Location of a full-time, 24-hour helicopter in Rapides Parish, specifically configured to render advanced life support care, and access to a backup or spare full-time, 24-hour helicopter specially configured to render advanced life support care, and stationed not more than seventy-five (75) air miles from Rapides Parish in the event that the primary helicopter designated for service is inoperable. This helicopter shall be used, when medically necessary, for 911 and emergency responses. The helicopter shall be staffed at all times by an FAA licensed pilot and nationally registered paramedic.
 - 3) **Response Time Zones.** Compliance with a parish-wide response times zones map indicating acceptable response times for various zones throughout the Parish and agreement to the penalty provisions contained within the contract, for any failure to meet monthly reporting thresholds on response times. (See Exhibit A).
 - 4) **Accreditation.** Obtaining and thereafter maintaining accreditation by the commission on accreditation of ambulance providers' equipment, personnel and process.
 - 5) **Rates.** Agreement to regulation of rates, as provided for in the contract, for the entire term covered by the contract.
- B) **Mutual aid.** The ambulance provider shall maintain mutual aid agreements with air and ground ambulance providers who can respond to Rapides Parish when called upon by the Licensed Ambulance Provider in times of disaster or other extraordinary situations.
- C) **Insurance Required.** Prior to commencement of any operations under the License with the Rapides Parish Police Jury, the Provider must file with the Parish and with the RPASAB all policies of general liability insurance, automobile liability insurance, workers compensation insurance and professional liability insurance which policies must be

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issued by an insurance company qualified to do business in the State of Louisiana having a rating of not less than B+ by A. M. Best or equivalent rating by a nationally recognized rating service and shall be eligible for redemption under any terms of default as defined by this Ordinance or any provision of the contract and which policies shall contain the conditions and stipulations set forth in the Operations Contract.

- D) **Insurance Cancellation.** Cancellation or material alteration of any required insurance policy or coverage shall result in the automatic revocation of any Ambulance Service License issued hereunder, and the Ambulance Service Provider shall thereupon cease and desist from further ambulance service operations in the Parish.
- E) **Performance Bond Requirements.** Provider must furnish performance security in an Amount of not less than \$1,000,000.00. Said security shall be furnished through the pledge of a Certificate(s) of Deposit to the Rapides Parish Police Jury in said amount or through the posting of a Performance Bond in favor of the Rapides Parish Police Jury in said amount issued by an insurer or surety having a rating of not less than B+ by A. M. Best or equivalent rating by a nationally recognized rating service.
- F) **Inspection of Ambulances.** Before any operations can commence under any License, all ambulances used by Provider in Rapides Parish must have current motor vehicle inspection stickers issued by the Louisiana Department of Motor Vehicles and each ambulance must be equipped in compliance with the standards for ambulance equipment established by the State of Louisiana as set forth in La. R.S. 40:1135.2 or its successor. Any ambulance operated by Provider in Rapides Parish must remain in compliance with said state standards at all times.
- G) **Emergency Medical Technicians.** With reference to emergency medical technicians, Provider must agree as follows:
- 1) No ambulance will transport a patient suffering an emergency medical condition, with the transport originating in or from Rapides Parish, unless it is an Advanced Life Support ambulance capable of providing Advanced Life Support Services and whose crew shall consist of at least one Nationally Registered Paramedic and one Nationally Registered EMT.
 - 2) No person shall provide services in any capacity on an emergency medical response vehicle unless he is the holder of a certification by the Department of Health and Hospitals; or a certification of an emergency medical technician issued by the National Registry of Emergency Medical Technicians.; or a license as a Registered Nurse by the Louisiana State Board of Nursing; or is a Physician or Surgeon licensed to practice medicine by the Louisiana State Board of Medical Examiners. No person shall provide services in any capacity without holding a valid certification of cardiopulmonary resuscitation training

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issued by the American National Red Cross or the American Heart Association.

- 3) Provider shall, at all times, under penalty of revocation, certify that all persons serving on said ambulance meet the following qualifications:
 - a) The Attendant is an Emergency Medical Technician who meets all State Certification Requirements and is in good standing with the Bureau of Emergency Medical Services of Louisiana as memorialized in LA R.S. 40:1131 et seq.
 - b) All employees of Provider who shall operate an ambulance within Rapides Parish shall have been issued and be in possession of a valid driver's license for the operation of said vehicle as required by the State of Louisiana. Additionally, Provider shall, at all times, certify, under the penalty of permit revocation, that all drivers of its ambulances meet the following criteria:
 - i) The driver is a Louisiana Emergency Medical Technician, Advanced Emergency Medical Technician, or Paramedic.

H) **Standards for Ambulance Equipment.** The Provider must warrant that each ambulance will carry at all times, when the ambulance is in use, the minimum essential equipment required by state law.

I) **Ambulance Performance Standards.** The Provider must warrant as follows: That it shall not unreasonably refuse to respond to a request for ambulance service in Rapides Parish. The provider warrants that it shall not refuse to respond to a request for ambulance service where there is a "Medical Necessity" for the service, on the grounds of the patient's inability to pay for such service.

Provider warrants that it shall conform to all nationally accepted standards with respect to ground ambulance operations. Provider furthermore must agree to comply with the Rapides Parish Office of Homeland Security and Emergency Preparedness "Emergency Operations Plan" in regards to its role and/or function within an Incident Management System.

J) **Review of Rates, Financial Information, and Performance Information.** As to the review of rates, charges and financial information, the Provider must agree as follows:

- 1) Provider shall submit a schedule of its rates for all services to the RPASAB for review, at least once per year, and at such other times and in such format as may be designated by the RPASAB. The RPASAB shall have authority to review, and/or approve

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such rates which shall be comparable to similar Louisiana parish ALS EMS systems. In the event the RPASAB Board rejects the Provider's proposed rate schedule, the Provider may appeal to the Rapides Parish Police Jury for approval of the same. The Provider will not exceed the charges for base rate, mileage rate per run, supplies, oxygen and any other services included in Provider's schedule of rates except as may be pre-approved by the RPASAB. The Provider must acknowledge that it is responsible for billing and collecting for services rendered. All fees for services rendered shall remain the property of the Provider. The Provider will be allowed to add and/or modify items that represent new and/or changing technology, equipment, services and pharmaceuticals and to charge reasonable fees for said new items that are added.

- 2) The schedule of rates to be submitted for review shall include the rates to be charged under any contracts the Provider enters into with any hospital, long-term care facility, rehabilitation facility, or similar healthcare facility, to provide non-emergency ambulance service in Rapides Parish to, or for, such facility.
- 3) The Provider must permit the RPASAB or its designated representatives, including but not limited to auditors, reasonable access to its financial records, books, documents, papers, files or other records that are pertinent during normal business hours upon reasonable notice.
- 4) Provider shall present to the RPASAB an annual audit of owner/operator's financial statements and activities. A copy of every such annual audit must be provided to the Advisory Board. The Provider shall have the right to demand that all audited financial statements and any other proprietary information, as deemed proprietary by the Provider, be reviewed and discussed in Executive Session of the RPASAB and not be considered a public record, where allowed by Louisiana law.
- 5) Provider shall submit to the RPASAB such reports, records, recordings and other information as requested by the Board in connection with the investigation of a complaint or as otherwise deemed necessary by the RPASAB in connection with the oversight of the Provider's performance of the Provider's obligations under this Ordinance and/or the Operations Contract. The Provider shall have the right to demand that all patient records and proprietary information, as deemed proprietary by the Provider, be reviewed and discussed in Executive Session of the RPASAB and not be considered a public record, where allowed by Louisiana law.
- 6) The Provider shall not initiate any "Membership Drive" or similar sale to consumers of enrollments in any plan related to the Provider's ambulance services without prior approval of such Membership Drive or sale of enrollments by the RPAC. In

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connection with these matters the RPAC may seek the recommendation of the RPASAB and the Provider shall make available to RPASAB and/or the RPAC written specification regarding the terms and conditions of the proposed Membership Drive or sale of enrollments as well as the Provider's proposed marketing plan including the content of proposed advertisements and promotional efforts.

- K) **Material Changes in Government Regulations.** In the event that federal laws, rules and regulations are adopted, amended, interpreted, or enforced, which have a material adverse effect on third party reimbursements for ambulance transports or requires reimbursements to be based on the clinical level of service actually performed or provided, then (a) the RPAC and the Provider will renegotiate, in good faith, the rates and fees which may be charged; and (b) the Parish will modify any provisions of this ordinance inconsistent with the terms of such federal authority.
- L) **Mandatory Centralized Emergency Ambulance Call Processing.** With respect to the handling of calls for ambulance service the provider must agree as follows:
- 1) **911 Calls.** All 911 telephone requests for “Ambulance Services”, both emergency and non-emergency, originating within Rapides Parish shall terminate at the Provider’s EMS Control Center, where the Licensed Ambulance Provider shall establish the call's classification, determine the Patient's location, and if appropriate, deliver pre-arrival instructions utilizing current APCO or EMO standards. The Licensed Ambulance Provider shall also determine the need for EMS Public Safety Provider Services in accordance with established guidelines, alert the EMS Public Safety Agency Dispatch Center and dispatch the appropriate Ambulance.
 - 2) **EMS Deployment.** The EMS Control Center of the Licensed Ambulance Provider shall at all times have full authority to direct the deployment, movements, and run responses of all Ambulances, and mutual aid Ambulance Service Providers, However, at all times an Emergency Ambulance shall be positioned and staffed on each side of the Red River in accordance with SECTION 4 – “Conditions of License for Provision of Exclusive Ambulance Service” (A)(3) – “Response Time Zones” (See Exhibit A). The Licensed Ambulance Provider's deployment of Ambulances shall be adequate to meet required emergency and non-emergency response times.
 - 3) **Patient Destination.** The Licensed Ambulance Provider shall develop and implement patient transportation and destination policies and guidelines.

The ambulance driver and/or attendant shall inquire from each patient as to the patient's preference as to what medical facility

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he desires to be transported. If the patient is incapable or unable to respond, then the inquiry shall be made of a relative, if any, in the immediate vicinity and immediately available for such inquiry. If a destination is unable to be obtained from the patient or a relative, then the patient is to be transported to the nearest appropriate medical facility with emergency facilities. A form indicating the patient's hospital preference shall be filled out by the patient, relative or responsible person as soon as practical.

- 4) **Recording Calls.** All call requests processed by the EMS Control Center of the Licensed Ambulance Provider shall be recorded to facilitate subsequent auditing of the Licensed Ambulance Providers actions and decisions by the Contract Administrator, and all such recordings shall be safely stored and shall not be erased for a period of six (6) months.
 - 5) **Other Call Processing.** All other call requests for ambulance service, Emergency or Non-emergency, which may be received by parties other than the Provider, shall be transferred immediately to the EMS Control Center.
- M) **Response Reliability Standards.** With respect to emergency responses, the Provider must agree as follows:
- 1) To comply with a Parish-wide Response Times Zone Map indicating acceptable response times for various zones throughout the parish and agree to pay such penalties or damages set forth in this ordinance and and/or stipulated in the Operations Contract for any failure to meet the response time thresholds shall be as set forth by this Ordinance or established as part of the Operations Contract. (See attached "Exhibit A")
 - 2) Throughout the term of any License issued hereunder, it will be Provider's responsibility to meet the response time thresholds established by this Ordinance or as part of the Operations Contract regardless of the number of ambulances required to meet said standards. Additionally, Provider must acknowledge that at all times it will operate its service aiming always to provide better and increased service and decreased response times. Provider must acknowledge that the above-described response times are minimum standards, and Provider must acknowledge that it will always strive to achieve decreased response times.
 - 3) **Response Time.** Compliance with ARTICLE I, SECTION 6.16 "Call Response Measurements".
- N) **Response Time Reports.** Response times on emergency and non-emergency responses will be calculated using Response Time as defined herein per ARTICLE I, SECTION 6.16 - "Call Response Measurements". Response Time Reports will be submitted to the Contract Administrator each calendar month by Provider. The monthly

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Response Time Report shall include an itemized summary of each call that identifies the jurisdiction, priority and response zone for each call. The itemized summary of each call shall include all available information regarding the call received time, enroute time, on-scene time and response time for that call.

The monthly response time reports shall also identify all calls excluded from the

response time calculation and the applicable exclusion. All information and back-up documentation supporting such exclusion must be provided to the Contract Administrator upon request. The monthly response time report must be delivered to the Contract Administrator within ten (10) days of the end of the month.

- O) **Monitoring.** Provider must agree that the RPASAB and RPAC will be allowed to monitor response times.
- P) **Excluded Responses.** Provider will have the responsibility to document the nature of the circumstances surrounding any excluded response and the emergency and non-emergency responses affected thereby. It shall be Provider's responsibility to prove said response should be excluded in default of which it will be included.

There shall be no "Excluded Responses" with respect to Non-emergency responses. With respect to Emergency Responses, "Excluded Responses" for purposes of response time calculation, are as follows:

- 1) Responses that occur during periods of abnormally severe weather for which a "warning" has been issued by the National Weather Service where such weather could reasonably be expected to substantially impair response time performance.
- 2) Delayed response due to potentially hazardous scenes or in which access is restricted by public safety personnel. This exclusion shall not apply if law enforcement or fire personnel have established a staging area at the scene. In such circumstances, Response time shall be determined upon the ambulance's arrival at the staging area.
- 3) Those responses presented by Provider for consideration by the RPSAB and which such authority finds that the response has merit to be deemed excluded due to extraordinary circumstances. An example of such a response would be a request for response during Provider's servicing of a mass casualty situation where the majority of the units in the Parish/ city have been directed to attend to the Mass Casualty incident (ie: Mass shooting/ Active shooter at a school with multiple victims.)
- 4) Except in cases of Force Majeure, Provider agrees that it shall at all times have a responsibility to respond as soon as safely

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practicable even in the face of an excluded response. It is agreed that any such exceptions and/or exclusions from response will extend the required response times by only the amount of time by which the otherwise applicable response is interfered with or inhibited by the exception.

- Q) **Response Time Penalty.** If the Sole Provider fails to meet the response time thresholds set forth by this Ordinance or established as part of the Operations Contract on emergency or non-emergency calls during any quarter, the Provider may be assessed such penalties as set forth by this Ordinance or established as part of the Operations Contract.

Response time will be measured for calculation and assessment of penalties on a quarterly basis. Should Provider fail to any response time threshold, prior to any penalty being assessed, Provider shall be afforded an opportunity to be heard before the RPASAB to show good cause as to why said penalties should not be imposed. For good cause shown, the RPSAB may recommend that RPAC waive and/or reduce any response time penalties otherwise due under this ordinance or the Operations Contract.

If Provider fails to adhere to the applicable response time standards for either Emergency or Non-emergency responses in three quarters within any twelve (12) month period, that failure shall constitute grounds for the termination of the License with Provider.

If Provider fails to adhere to the applicable response time standards for either Emergency or Non-emergency responses in two (2) consecutive quarters or two (2) quarters in any twelve (12) month period, the Provider shall within fifteen (15) day notice of such failure provide the RPASAB with Provider's written plan to achieve adherence to the applicable response time standards in the ensuing quarter. If the Provider fails to timely submit such plan, Provider shall by such failure be deemed to have authorized the Contract Administrator to request another Ambulance Service to provide non-emergency responses on the Providers behalf pursuant to SECTION 8.1 – “Exemptions” (A) of this Ordinance for a period of not less than thirty (30) days or until such time as the Provider has submitted the plan called for above if Provider has not submitted that plan within said thirty (30) day period.

- R) **Financial Penalty.** A breach of the sole provider contract provisions may result in a penalty to be assessed against the sole provider as follows:

| | |
|---|------------|
| 1 st offense | \$2,500.00 |
| 2 nd and subsequent offenses within 12 months of the first offense | \$5,000.00 |

Depending upon the severity of the contract breach, the RPASAB and the Police Jury may consider a termination of the sole provider contract.

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- S) **Non-emergency Response Times.** The sole provider shall maintain a reasonable response time for all non-emergency ambulance transports. (See attached “Exhibit A”)
- T) **Corporate Citizenship.** The Provider must agree, when available, to provide ambulance stand-by at no charge for high school and college football games within Rapides Parish when requested. Provider must also agree, when available, to provide such other stand-by service as is requested by a local emergency response agency for emergency events such as haz-mat calls, structure fires, rescue calls, bomb threats, drug raids, etc. at no charge to the requesting public service agency.
- U) **Maintenance of Vehicles.** All ambulances shall at all times be adequately maintained, serviced and mechanically sound. Provider shall maintain maintenance records that may be inspected by the RPASAB as requested. Ambulances shall be less than ten (10) years old and shall have not more than 400,000 miles of total service.
- V) **Vehicle Locating System.** Each ambulance provided must be equipped with real time automatic vehicle locator (AVL) systems compatible with and able to communicate with the CAD system of the Rapides Parish Communications District and Provider must maintain all necessary licenses, permits, etc. necessary pursuant to any State, Federal, and local laws and regulations to enable Provider to operate said system.
- W) **RPPJ Obligations.** Rapides Parish Police Jury, for purposes of any license with a sole provider for emergency medical services, will agree as follows:

Rapides Parish Police Jury will instruct and inform all interested parties (such as but not limited to 911 Director, hospitals located in Rapides Parish, etc.) that Provider will be the exclusive ambulance service for all emergency (911 and other) and non-emergency ambulance transportation within the unincorporated areas of Rapides Parish.

Rapides Parish Police Jury shall take all steps reasonable and necessary (including the filing of a criminal or the institution of a civil action) to prevent any operation of ambulance service within Rapides Parish in a manner that violates this Ordinance during the term of any License.

Rapides Parish Police Jury will enforce all laws, rules, regulations and ordinances governing unauthorized ambulance operation within its jurisdiction.

Rapides Parish Police Jury will acknowledge that any unauthorized operation (by other than the Sole Provider of ambulance service under License with Rapides Parish Police Jury) will cause financial harm to Provider such that Provider may seek any appropriate relief against such other person/entity, including injunctive relief.

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- X) **Termination by Rapides Parish Police Jury.** Each of the following acts, omissions or occurrences shall constitute an Event of Default entitling Rapides Parish Police Jury to terminate any such sole Provider License issued pursuant to this Ordinance:

Provider shall violate, in any material way, any provision of this Ordinance, the Operations Contract contemplated by this Ordinance, or of any State or Federal law or regulation governing any aspect of ambulance service;

Provider shall cease doing business as a going concern;

Provider shall attempt to transfer the License issued pursuant to the Ordinance or the Operations Contract entered into hereunder to another ambulance provider without the prior written approval of RPAC.

Provider's financial reports to the RPASAB demonstrate financial instability or insolvency;

Provider shall commence a voluntary case or other proceeding in bankruptcy or seek liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as now existing or as may be amended from time to time, or under any other insolvency act or law, state or federal, now or hereinafter existing, or shall take any other action indicating its consent to, approval, or acquiescence in any such case or proceeding; Provider shall apply for, or consent to or acquiesce in, the appointment of a receiver, liquidator, custodian, sequestration, or a trustee for all or a substantial part of its property; Provider shall make an assignment of a substantial portion of its assets for the benefit of its creditors; Provider shall fail, or shall admit in writing its failure to pay its debts generally as such debts become due, or;

There shall be filed against Provider an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as now existing or as may be amended from time to time, or under any other insolvency act or law, state or federal, now or hereafter existing, or a receiver, liquidator, custodian, sequestration, or trustee of Provider for all or a substantial part of its property shall be appointed without the consent or approval of Provider or a warrant of attachment, execution or similar process against any substantial part of the property of Provider is issued; and the continuance of any such event or events for thirty (30) days undismissed or undischarged or within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code.

In the event the License issued to a sole provider of Ambulance Services pursuant to this Ordinance is terminated due to an "Event of Default" as set forth above, the Rapides Parish Police Jury shall have a claim against the Performance Bond (or other acceptable security) posted by the Provider for all damages suffered by the Rapides Parish

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Police Jury as a result of such Event of Default and termination, including but not limited to the costs of obtaining or providing the ambulance services to have been provided by the Provider during the term of the exclusive license.

- Y) **Termination by Provider.** Provider will be entitled to terminate any License hereunder concerning the provision of ambulance services upon the occurrence of an Event of Default as hereinafter set forth:

Failure of the Rapides Parish Police Jury to have the requisite authority to enter into the License, or to enact the necessary Ordinances to authorize the License for ambulance services;

Failure by Rapides Parish Police Jury, by its own fault, to observe or perform any covenant, warranty, term or provision of this Ordinance related to the License;

The intentional allowance of any additional ambulance service to operate in violation of this Ordinance within the unincorporated area of Rapides Parish during any term of the License, provided that the Provider shall first give the Rapides Parish Police Jury written notice of the operation of any such additional ambulance service and the Rapides Parish Police Jury shall have a period of fifteen (15) working days after receipt of such notice to initiate action to enforce this Ordinance with respect to such additional ambulance operation(s).

- Z) **Mutual Termination.** Provider and Rapides Parish Police Jury may mutually agree to terminate any such License without cause by either party giving the other one hundred eighty (180) days prior written notice.

- AA) **Right to cure.** The failure to comply with the terms of this Ordinance shall render the License voidable at the discretion of the non-violating party, provided, however, that the other party is given ninety (90) days advanced notice of the intent to terminate the License and is given sixty (60) days to remedy any default.

- BB) **Indemnification.** Provider will indemnify, hold harmless and defend the Rapides Parish Police Jury, the RPAC, RPASAB, officers, agents, servants and employees, from and against any and all liability, suits, actions, legal proceedings, claims, demand, damages, costs, expenses and attorney's fees arising out of or in any way concerning or incident to any work done by Provider in the performance of ambulance service under the License or arising out of any willful or negligent act or omission of Provider, its officers, agents, servants and employees (including any such individual acting contrary to the conditions of the License).

- CC) **Agreement, Modification and Governing Law.**

- 1) **Force Majeure.** Except in cases of Force Majeure, Provider agrees that it shall at all times have a responsibility to respond as

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soon as safely practicable even in the face of an excluded response. It is agreed that any such exceptions and/or exclusions from response will extend the required response times by only the amount of time by which the otherwise applicable response is interfered with or inhibited by the exception.

- 2) **Governing Law.** Any License issued hereunder shall be governed by and construed in accordance with the laws of the State of Louisiana and proper venue for any such dispute between the parties shall be in the Ninth (9th) Judicial District Court, Parish of Rapides.
- 3) **Partial Enforceability.** If any provision of this Ordinance, or the application of any provision to any entity or circumstance shall be held invalid, the remainder of this Ordinance, or the application of that provision to entities or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

ARTICLE IV. SOLE PROVIDER AMBULANCE SERVICES LICENSE – EMERGENCY AND NON-EMERGENCY.

SECTION 1. Emergency Service Operator’s Class A License Required per Section 6.5 through 6.20.

- A) No emergency or non-emergency ambulance service provider shall use or permit to be used any ambulance upon the streets, roads or highways of the parish without first obtaining from the Police Jury a Class A license to operate an ambulance service. No ambulance may respond to any emergency situation originating within the Parish unless the emergency service operator has a valid and current Class A license to operate an ambulance service from the Police Jury. The prohibitions in this section shall not apply to ambulances and transport vehicles referred to under Louisiana Law. Notwithstanding the above, this section shall not apply to any ambulance service operating outside the parish that responds to an emergency situation outside the parish and has to transport a patient or patients through the parish or to a hospital or medical facility within the parish.
- B) No emergency service operator shall be permitted to operate an air ambulance within the parish without:
 - 1) Obtaining a license as required by subsection (A) above; and
 - 2) Being appropriately licensed in accordance with applicable provisions of state laws regulating air ambulance services, including, but not limited to R.S. 40:1135.8.

SECTION 2. Applications for Class A License.

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- A) Application for a Class A license to operate an ambulance service shall be made in writing and shall include:
- 1) The name, address and phone number of the applicant.
 - 2) A list of the names, addresses and phone numbers of all officers, directors and shareholders, if the applicant is incorporated; or, if the applicant is an unincorporated association, a list of the names, addresses and phone numbers of all officers and directors; or if the applicant is a partnership, a list of the names, addresses and phone numbers of all the partners.
 - 3) A description of each ambulance to be operated by applicant, including the make, model, year of manufacture, Louisiana license number for the current year, motor and chassis numbers, passenger capacity, size and gross weight of each vehicle, state or federal aviation or marine registration number where applicable and a statement regarding the length of time the ambulance has been in use.
 - 4) The location and description of the place or places from which the applicant intends to operate.
 - 5) Whether or not the applicant or anyone employed or to be employed in any capacity on any ambulance has been convicted anywhere under the laws of this state or the United States or other applicable laws of the offense of murder, aggravated battery, aggravated rape, aggravated burglary, simple burglary, aggravated kidnapping, armed robbery, simple robbery, pandering, prostitution, soliciting for prostitutes, contributing to the delinquency of a juvenile, indecent behavior with a juvenile, or Medicare or Medicaid fraud.
 - 6) Whether or not the applicant has any claims or judgments against him for damages resulting from the negligent operation of an ambulance.
 - 7) All other information necessary to fairly assess whether public convenience requires the issuance of the license, considering the factors set forth in SECTION 4 – “Requirements for Class A License” of this article.
- B) Intentional falsification of information provided pursuant to this section shall be grounds for immediate revocation of any license granted pursuant to this article.
- C) Each applicant shall provide the board with a self-generated performance evaluation based upon the criteria set out by the American Ambulance Association, said evaluation to include, but not be limited to, the following:
- 1) Clinical capability and reliability;

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- 2) Response time performance and reliability;
- 3) Cost per response;
- 4) Cost per unit hour;
- 5) Productivity;
- 6) Total system cost per capita;
- 7) Local tax subsidy per capita;
- 8) Subsidy/price tradeoff analysis;
- 9) Employee training/certification;
- 10) Equipment inventory;
- 11) Community education involvement.

SECTION 3. Decision on Applications for Class A License.

- A) Each application for Class A license to operate an ambulance service shall be filed with the Secretary of the Police Jury, who shall forward the application to the President of the Rapides Parish Police Jury.
- B) The President shall refer the application to the RPASAB of the Police Jury and to Legal Counsel for review. At the next scheduled RPASAB meeting, or at a time to be determined by the RPASAB, there shall be a report as to whether said application is complete or requires additional information, including information on public need. No application shall be referred to the Police Jury until it is deemed complete by the RPASAB. An application being deemed complete shall not infer that the applicant has shown a need for another ambulance service in the Parish but shall only mean that the technical portions of the application process have been completed.
- C) Once the application is deemed complete, the RPASAB shall meet to hear the verbal presentation of the applicant, consider the need for another ambulance service in the Parish, and determine whether more information is needed to make a recommendation to the Police Jury or not. The public hearing(s) on each application may take place during one or more regular meeting or may take place during special scheduled meetings. Any person is entitled to speak at said meetings, within time limits set by the chairman.
- D) If additional information is requested, it shall be received at the next scheduled RPASAB meeting. If no additional information is requested, then the RPASAB shall decide whether to make a favorable or unfavorable recommendation to the Police Jury. The recommendation to the Police Jury, whether favorable or unfavorable, shall be in writing, with written reasons by the chairman for the recommendation. Said recommendation shall be delivered to the Police Jury within thirty (30) days of the decision of the RPASAB.
- E) The Police Jury, upon receipt of the RPASAB's recommendation, shall refer said recommendation to its next regularly scheduled meeting.

SECTION 4. Requirements for Class A License.

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- A) Mandatory requirements for Class A license. Before the RPASAB makes a recommendation and the Police Jury considers a Class A license application, the applicant must demonstrate that it is capable of complying with the following, on a twenty-four-hour basis:
- 1) No person shall conduct, maintain or operate an ambulance on any street, alley or public way or place in the state unless the ambulance is staffed with a minimum of two (2) persons, one (1) of whom must be a state-certified, nationally registered emergency medical technician.
 - 2) No person shall be employed in any capacity on any ambulance unless he is the holder of a certificate of advanced first aid and emergency care issued by the American National Red Cross; or a certification by the Louisiana Department of Health and Human Resources or its agent as a first responder; or a certification as an emergency medical technician issued by the National Registry of Emergency Medical Technicians; or a certificate of licensure as a registered nurse or licensed practical nurse; or a valid and unrevoked physician's and surgeon's certificate issued under Title 37 of the Louisiana Revised Statutes of 1950. No person shall transport a sick or injured person by ambulance unless the sick or injured person is attended by a nationally registered emergency medical technician, a registered nurse or a physician in attendance in the patient compartment. No person shall be employed in any capacity on any ambulance unless he holds a valid certification of cardiopulmonary resuscitation issued by the American Heart Association or the American National Red Cross.
 - 3) No person shall conduct, maintain or operate an ambulance which does not carry with it as part of its regular equipment the minimum essential equipment for ambulances as recommended by the American College of Surgeons.
 - 4) Adequate equipment and qualified personnel to respond to multiple calls by maintaining two (2) crews on duty at the location of dispatch for ground ambulances. If an air ambulance service is provided, then there must be one (1) crew on duty at the location of dispatch or on-call with a response time of fifteen (15) minutes or less on a routine basis.
 - 5) Nothing herein shall prohibit the transportation of an injured or ill person in an ambulance or industrial ambulance staffed by persons with less than the required qualifications in an emergency situation where there is no reasonable expectation of the prompt response by an ambulance staffed by persons with the required qualifications.
 - 6) The permanent placement and stationing of an air ambulance helicopter in Rapides Parish, properly equipped and manned, for

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use within Rapides Parish and all of its incorporated municipalities.

- B) **Other requirements for license.** The RPASAB in making its recommendation, and the Police Jury in rendering its decision on Class A license applications, shall consider the following factors to determine whether the applicant can provide and ensure safe, reliable and responsive ambulance service:
- 1) The likelihood that the applicant will consistently maintain a high-quality ambulance service to the people of the parish provided within a medically acceptable response time.
 - 2) The likelihood that the applicant will provide a permanent and demand-responsive ambulance service to the people of the Parish.
 - 3) The experience of the applicant in rendering services in the Parish and in prompt adjustment of claims and payment of judgments, if any, arising out of the operation of an ambulance service.
 - 4) The economic viability and financial stability of the applicant, including the applicant's ability to respond in damages.
 - 5) Whether the insurance required by SECTION 5 – “Insurance Required” of this chapter has been secured.
 - 6) The character and condition of the place or places from which the applicant intends to operate and the ambulances to be used by the applicant.
 - 7) Whether there has been compliance with all requirements of this article and all other applicable laws and ordinances.
 - 8) Whether the vehicles or aircraft proposed to be used as ambulances qualify as such as herein defined.
 - 9) The results of a criminal and/or civil background check on the ambulance service, its owners, and its employees.

SECTION 5. Insurance Required.

- A) Before the Police Jury may issue any Class A license, the applicant must file with the Police Jury and, if a Class A license is granted, the ambulance service shall at all times thereafter maintain:
- 1) A policy of general liability insurance issued by an insurance company qualified to do business in the State of Louisiana. The ambulance carrier shall provide a certificate of insurance to the Police Jury upon receiving such policy. The policy shall contain the following conditions and stipulations:

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- a. The term of the policy shall be for period of not less than one (1) year;
 - b. The policy shall provide not less than the following limits of liability: for each accident-causing bodily injury (including death at any time resulting therefrom) one million dollars (\$1,000,000.00) per occurrence, and three million dollars (\$3,000,000.00) in the aggregate, and three hundred thousand dollars (\$300,000.00) for property damage sustained in any one (1) accident;
 - c. Such policy shall by its terms provide that it may not be cancelled except after ten (10) days written notice to the Police Jury; and
- 2) A comprehensive professional liability insurance policy (medical malpractice insurance) for death, injury, loss or damage occurring during examination, diagnosis, treatment or care of any patient or occupant of an ambulance owned or operated by the ambulance service, the policy providing at least one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in annual aggregate claims, or comprehensive professional liability coverage of the risks set forth above of not less than one million dollars (\$1,000,000.00) per occurrence through participation and coverage as a qualified health care provider under Louisiana Medical Malpractice Act (R.S. 40:1231.1 et seq.). The ambulance carrier shall provide a certificate of insurance to the Police Jury upon receiving such policy.
- 3) A policy of automobile liability insurance issued by an insurance company qualified to do business in the State of Louisiana. The ambulance carrier shall provide a certificate of insurance to the Police Jury upon receiving such policy. The policy shall contain the following conditions and stipulations:
- a. The term of the policy shall be for a period of not less than one (1) year.
 - b. The policy shall provide not less than one million dollars (\$1,000,000.00) in combined single limits and three million dollars (\$3,000,000.00) in the aggregate.
 - c. Such policy shall by its terms provide that it may not be cancelled except after ten (10) days' written notice to the Police Jury.
- 4) Proof of all required insurance shall be filed with the Police Jury on a yearly basis. Failure to file the required proof of insurance shall cause an automatic, and without notice of hearing,

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suspension of the Class A license until such time as such proof of insurance is properly filed.

- a. Any emergency service operator who fails to secure another policy of required insurance prior to cancellation of an existing one shall automatically and without notice or hearing suffer suspension of its Class A license until such time as such insurance policy has been filed with the Police Jury.
- b. Operation of an ambulance by an ambulance service without having such insurance in force shall be sufficient justification for the Police Jury to suspend or revoke the emergency service operator's Class A license to operate an ambulance service.

SECTION 6. Annual Fee.

- A) The Class A license emergency ambulance service provider shall pay to the Police Jury annually a fee of two thousand dollars (\$2,000.00), such fee to be due by the fifteenth (15th) day of March each year.

SECTION 7. Driver and Pilot Qualifications.

No person shall drive an ambulance upon the streets, roads or highways of the parish, or pilot an air ambulance within the parish, nor shall an emergency service operator permit an ambulance to be so driven or flown, unless the driver and pilot meet the following qualifications:

- 1) He/She has a current motor vehicle chauffeur's license issued by the State of Louisiana if a driver of a ground ambulance. He has a current Federal Aviation Administration license which is appropriate for the type of aircraft he is operating if a pilot of an air ambulance.
- 2) He/She is a "certified emergency medical technician—basic," as defined by Louisiana law; a "certified emergency medical technician—intermediate," as defined by Louisiana law; a "certified emergency medical technical—paramedic," as defined in Louisiana law; a licensed registered nurse or licensed practical nurse; or a physician or surgeon licensed to practice medicine in the State of Louisiana. This subsection shall not apply to persons who are employed solely as pilots on air ambulances.
- 3) He/She has never been convicted under the laws of Louisiana, any other state, the United States, this parish or any other parish of two (2) or more traffic offenses during the year preceding the filing of the application or driving while intoxicated within three (3) years.
- 4) He/She has not been convicted of any felony, or of any misdemeanor involving moral turpitude, in violation of the criminal laws of Louisiana, any other state or the United States

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within five (5) years and has not served any part of a sentence therefor within five (5) years before the date of the filing of such application, or with any offense set forth in subsection (4) above or for violating any of the provisions of this article.

- 5) He/She is not addicted to any chemical substance and is not suffering from any disease or infirmity which might make him an unsafe or unsatisfactory driver.
- 6) Each application shall be accompanied by a certificate from a licensed physician of the Parish of Rapides, certifying that he has examined the applicant within ninety (90) days and, in his opinion, the applicant is not addicted to the use of intoxicating liquors, does not use any narcotic drugs and is not suffering from any disease or infirmity which might make him an unsafe or unsatisfactory driver.
- 7) The following shall govern yearly issuance of licenses, physician's certificates and discretionary exam:
 - a. Ambulance drivers' licenses and an air ambulance license may be issued on a yearly basis to each qualified individual that submits the proper application and meets all qualifications.
 - b. Each ambulance driver and each air ambulance pilot hired since March 15 of the prior year shall submit a physician's certificate, as indicated in subsection (7) of this section, along with and at the same time as their annual fee.
 - c. At the discretion of the Police Jury, and in addition to the annual physician's certificate, each ambulance driver and each air ambulance pilot will submit to a physician's exam for submission of an extra physician's certificate.

SECTION 8. Investigation of Drivers, Pilots and Attendants.

- A) The Provider shall conduct an annual investigation of each ambulance driver, pilot and attendant and compile a report of its findings. The report of the investigation and a copy of the traffic and police record of each ambulance driver and attendant shall be kept on file in the office of the Police Jury. This record shall be considered a personnel record and shall be privileged and confidential.

SECTION 9. Attendant's Qualifications.

- A) No person shall be permitted to serve as an ambulance attendant, nor shall an emergency service operator permit an individual to serve as an attendant unless the person meets the following qualifications:

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- 1) He/She is a "certified emergency medical technician" as defined under Louisiana Law, a licensed registered nurse or licensed practical nurse, or a physician or surgeon licensed to practice medicine in the State of Louisiana;
- 2) He/She meets the qualifications set forth in SECTION 7 – “Driver and Pilot Qualifications” (4), (5), (6), and (7).

SECTION 10. Uniforms Worn at all Times.

- A) Each ambulance driver, pilot and attendant shall be in uniform at all times while on duty.

SECTION 11. Maintenance of Records by Ambulance Company.

- A) Each Class A licensed emergency service operator shall maintain for three (3) years a record of each ambulance call and rates charged. These records shall be open to inspection by the Police Jury and the committee at all times.

SECTION 12. Exclusive Access to 911 or Other Emergency Communications Dispatch.

- A) Ambulance services permitted pursuant to this chapter shall have exclusive access to the 911 or other emergency communications dispatch of the parish.

SECTION 13. Duration of License.

- A) After issuance, each Class A License shall remain in effect subject to the provisions of this article, including submission of an annual physician's certificate by each ambulance driver, air ambulance pilot and each crew member of an ambulance or air ambulance and payment of the annual or other fees required by this article.

SECTION 14. Suspension or Revocation of License; Hearing; Notice Requirement(s); Appeal.

- A) The Police Jury, with or without the recommendation of RPASAB, may suspend or revoke Class A licenses to operate an ambulance service for cause, including noncompliance or violation of any provision of this article.
- B) Failure to provide services on a twenty-four-hour basis of time shall be grounds for suspension and/or revocation of a Class A license.
- C) Unless otherwise provided in this article, before any Class A license is suspended and revoked, the holder thereof shall be entitled to a hearing as provided in subsection (D) below, and no Class A license shall be revoked unless such a hearing has been held and a majority of the Police Jury thereafter votes for such suspension or revocation.

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- D) A notice shall be served upon the holder of the Class A license stating the time and place of the hearing to be held by the Police Jury, which shall not be less than fifteen (15) calendar days from the date such notice is given. The notice shall enumerate the cause or causes for suspending or revoking the Class A license and shall be sent by registered mail to the holder of the Class A License at the address of its place of business as given in its application for the Class A License.
- E) The holder of the Class A License who is aggrieved by a decision of the Police Jury to suspend or revoke its Class A License may, within the time allowed by law, appeal such decision to the 9th Judicial District Court, Rapides Parish or a trial de novo. All appeals from a district court decision shall be in accordance with the Louisiana Code of Civil Procedure.

SECTION 15. Notice of Withdrawal.

- A) By applying for and receiving a Class A License, the holder of the Class A License agrees that it shall give written notice to the Rapides Parish Police Jury of any cessation of service to the citizens of Rapides Parish at least six (6) months in advance of any such cessation of service. This notice is not required when the cessation of service is caused by an Act of God or by governmental action that was not within the control of the license holder.

ARTICLE V. NON-AMBULANCE MEDICAL TRANSPORTATION SERVICE OR MEDICAL WHEELCHAIR VAN SERVICE.

SECTION 1. Non-ambulance Service Operator's Class B License per ARTICLE I, SECTION 6.5 through ARTICLE I, SECTION 6.21.

- A) No non-ambulance service operator shall use or permit to be used any non-emergency ambulance upon the streets, roads or highways of the parish without first obtaining from the Police Jury a Class B License to operate a non-emergency ambulance service.
- B) The non-ambulance service shall comply with the licensing requirements for ambulances found in SECTION 2 – “Applications for Class A License” (A)(1)—(6) and (B)(C), SECTION 3 – “Decision on Application for Class A License” and SECTION 5 – “Insurance Required”, and shall be certified as an ambulance by the State of Louisiana.
- C) Each applicant shall provide the Police Jury with a self-generated performance evaluation based upon the criteria set out by the American Ambulance Association, said evaluation to include, but not be limited to the following:
 - 1) Clinical capability and reliability;
 - 2) Response time performance and reliability;
 - 3) Cost per response;

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- 4) Cost per unit hour;
- 5) Productivity;
- 6) Total system cost per capita;
- 7) Local tax subsidy per capita;
- 8) Subsidy/price tradeoff analysis;
- 9) Employee training/certification;
- 10) Equipment inventory;
- 11) Community education involvement.

SECTION 2. Inspection of Non-ambulance Medical Transportation Vehicles and Annual Fee.

- A) Inspection by department of health and hospitals. All Class B non-ambulances shall be inspected by the Department of Health and Hospitals, State of Louisiana, and shall be certified to be in compliance with Louisiana Law annually.
- B) "Ambulance" not to be displayed. Non-ambulance medical transportation vehicles shall not display the word "ambulance" on any surface of the vehicle.
- C) Issuance of registration tags. After each inspection, registration tags shall be issued for those vehicles which are mechanically fit.
- D) **Annual fee.** An annual fee of two hundred fifty dollars (\$250.00) shall be paid annually to the Police Jury, such fee due to the Police Jury by the fifteenth day of March of each year.
- E) Operation without certificate and tag. Any person who operates a non-ambulance medical transportation vehicle without having obtained the mechanical inspection certificate and tag within seven (7) days of being cited, shall be guilty of a violation of this article and shall be punished as hereinafter provided, after due proceedings.

SECTION 3. Non-ambulance Medical Transportation Vehicles Activities.

- A) Non-ambulance medical transportation vehicle service shall not be allowed to respond to emergency situations, shall not be allowed to use 911 services and shall not be allowed to make any emergency run based solely on information intercepted by use of a radio communication scanner or similar device.
- B) Non-ambulance medical transportation vehicles shall be allowed to transport nonemergency, noncritical persons, including stretcher patients.

SECTION 4. Duration of License.

After issuance, each Class B license shall remain in effect subject to the provisions of this article and payment of the annual or other fees required by this article.

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SECTION 5. Suspension or Revocation of License; Hearing; Notice Requirement(s); Appeal.

- A) The Police Jury, with or without the recommendation of the committee, may suspend or revoke Class B licenses to operate a non-emergency ambulance service for cause, including noncompliance or violation of any provision of this article and/or this chapter.
- B) Unless otherwise provided in this article, before any Class B license is suspended or revoked, the holder thereof shall be entitled to a hearing, and no Class B license shall be revoked unless such a hearing has been held and a majority of the Police Jury thereafter votes for such suspension or revocation.
- C) A notice shall be served upon the holder of the Class B license stating the time and place of the hearing to be held by the Police Jury, which shall not be less than fifteen (15) calendar days from the date such notice is given. The notice shall enumerate the cause or causes for suspending or revoking the Class B License and shall be sent by registered mail to the holder of the Class B License at the address of its place of business as given in its application for the Class B License.
- D) The holder of the Class B License who is aggrieved by a decision of the Police Jury to suspend or revoke its Class B License may, within the time allowed by law, appeal such decision to 9th Judicial District Court, Rapides Parish for a trial de novo. All appeals from a district court decision shall be in accordance with the Louisiana Code of Civil Procedure.

SECTION 6. Fine for Violation(s).

- A) Any violation by a Class B provider under this article may be subject to a fine not to exceed five hundred dollars (\$500.00) and after a third violation, the Class B license may be suspended.

ARTICLE VI. MISCELLANEOUS PROVISIONS.

SECTION 1. Repeal.

All existing provisions of the Rapides Parish Code of Ordinances, Chapter 4 ½ (Ambulances), are hereby specifically repealed and superseded by this Ordinance.

SECTION 2. Validity of Licenses under Prior Ordinance(s).

Any license issued prior to the effective date of these Ordinances must be renewed in compliance with these Ordinances within ninety (90) days of the effective date.

SECTION 3. Applicability of Ordinance.

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It is the intent of this ordinance to regulate ambulance service within Rapides Parish and to provide for a sole and exclusive private provider of ambulance service for Rapides Parish. This Ordinance is not intended to preclude any public safety department in Rapides Parish (fire, police, etc.) from operating or providing emergency ambulance services except under the exclusions set forth herein. This Ordinance shall not be interpreted to prohibit, preclude, impede or discourage the emergency medical services provided by the public safety departments within Rapides Parish.

SECTION 4. Effective Date.

The provisions of this Ordinance shall become effective upon the adoption and publication by the Rapides Parish Police Jury.

SECTION 5. Invalidity.

If any section, paragraph, sentence clause and/or phrase of this Ordinance or the application thereof is declared unconstitutional, unenforceable or invalid by the final Judgment of any Court of competent jurisdiction such unconstitutionality, unenforceability, or invalidity shall not affect the remaining sections, paragraphs, sentences, clauses and/or phrases of this Ordinance, since the same would have been enacted by the Rapides Parish Police Jury without the incorporation into this Ordinance of any such unconstitutional, unenforceable or invalid section, paragraph, sentence, clause or phrase. To that end, the provisions of this Ordinance are hereby declared severable.

SECTION 6. Disposition of Funds Received by RPASAB.

All funds collected by the RPASAB and/or Police Jury shall be remitted to the Police Jury for use by the RPASAB and/or Police Jury.

SECTION 7. Submission of Rates to Police Jury.

- A) All ambulance and medical transportation services certified to provide services (Class A and B) in Rapides Parish shall submit their rates to the RPASAB on or before January 15th of each year. The Police Jury shall have the right to regulate the rates charged, pursuant to R.S. 33:4791.1 and shall accept or modify the rates received within thirty (30) days of receipt of such rates.
- B) The rates received, accepted and/or modified shall be open to public inspection.

SECTION 8. Notice of Complaints and Lawsuits.

All ambulance services and non-emergency ambulance services providing services in Rapides Parish shall file with the Secretary of the Police Jury a copy of all complaints and/or lawsuits filed against such

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service within thirty (30) days of receipt of each complaint and/or lawsuit.

SECTION 9. Fines.

Any person or entity who does not possess a Class A License and is found to be in violation of any of the Ordinances set forth herein, may be subject to a fine not to exceed five hundred dollars (\$500.00) or imprisonment for up to thirty (30) days, or a combination of both.

SECTION 10. Ambulance Service Evaluation.

- A) All Class A and Class B license services may be evaluated by the RPASAB on a yearly basis, said evaluation to be completed by June 30th of each calendar year.
- B) An evaluation report may be generated in each instance and said report shall be made available for public inspection. Further, a copy of each evaluation shall be transmitted to the mayor of each incorporated municipality within Rapides Parish.
- C) Each Class A and Class B license service shall make its records available to the Police Jury or its designated agent or agents for a performance evaluation based upon the criteria set out by the American Ambulance Association, said evaluation to include, but not be limited to, the following:
 - 1) Clinical capability and reliability;
 - 2) Response time performance and reliability;
 - 3) Cost per response;
 - 4) Cost per unit hour;
 - 5) Productivity;
 - 6) Total system cost per capita;
 - 7) Local tax subsidy per capita;
 - 8) Subsidy/price tradeoff analysis;
 - 9) Employee training/certification;
 - 10) Equipment inventory;
 - 11) Community education involvement.

Thus done and adopted on this 9th day of December, 2025.

On motion by Mr. Parrish Giles, seconded by Mr. Ollie Overton to authorize the purchase of two (2) lawnmowers from Louisiana State Contract No. 4400025216, for the Town of Glenmora Public Works Department, to be paid from Town's portion, Road District 1A funds, as approved by the Town Council on November 18, 2024. On vote the motion carried.

On motion by Mr. Jay Scott, seconded by Mr. Craig Smith to delete from the Rapides Parish Coliseum Asset/Inventory program the following equipment:

| Asset Number | Description | Disposal |
|--------------|----------------------|----------|
| 11747 | Computer-MacBook Pro | Scrap |

On vote the motion carried.

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On motion by Mr. Jay Scott, seconded by Mr. Craig Smith for preliminary approval of Cooperative Endeavor Agreement for a new sign for the renovated Exhibition Hall/Events Center, subject to report from Legal Counsel and final approval. Discussion ensued. Per Greg Jones, Legal Counsel, no vote to be taken, this was just to update the Jurors on the status of a sign for the Exhibition Hall.

On motion by Mr. Jay Scott, seconded by Mr. Danny Bordelon to authorize cleanup of garbage, trash, weeds and debris at 6007, 6009, and 6015 Dublin Road, Alexandria, LA and authorize legal counsel to invoice the property owner for cost of cleanup. Public Works Department to complete the job if a contractor is unable to complete the job in a timely manner or if it is cost prohibitive. On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Ernest Nelson for FINAL APPROVAL AND AUTHORIZATION TO PURCHASE THE IMMOVABLE PROPERTY and building at 1293 Murray Street, Alexandria, Louisiana, AND

AUTHORIZE the payment of \$312,500.00 to be paid from ARPA funds, to finalize the purchase of the immovable property and building warehouse space located at 1293 Murray Street, Alexandria, Louisiana, to be used as a Public Records Storage facility for general government administration purposes; AND

The Parish President is hereby authorized as necessary and appropriate, to execute any documents in connection with the above approval, and do hereby order and instruct the Parish Treasurer to provide the appropriate distributions and line item credits under the CSLFRF Final Rules;

On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Parrish Giles to increase the starting base pay for Rapides Parish Fire District No. 2 full time employees, from \$1035.00 to \$1060.00 per pay period, to be effective 12/29/2024, and for the increase to be allocated for all classified positions according to the salary plan, as recommended by the Fire Chief. On vote the motion carried.

There being no further business, motion by Mr. Craig Smith, seconded by Mr. Ernest Nelson, the meeting was adjourned at 3:32 p.m.

Theresa Pacholik, Secretary/Treasurer
Rapides Parish Police Jury

Sean McGlothlin, President
Rapides Parish Police Jury