

Ouachita Council of Governments
Regular Meeting Minutes
August 28, 2023

Members Present:	Scotty Robinson Ouachita Parish Police Jury	Mayor Staci Mitchell City of West Monroe
	Gretchen Ezernack Monroe City Council	Shane Smiley Ouachita Parish Police Jury
Staff Present:	Doug Mitchell Executive Director	Celine Flores-Robinson Planner I
	Jeff Maxwell CPA	Susan Mitchell Regional Safety Coordinator

A public hearing was held August 28, 2023, at the Council Chambers of the Monroe Government Plaza at 11:30 a.m. to hear comments from the public regarding the Safe Streets for All (SS4A) Action Plan consultant choice introduced at the previous July 24, 2023, OCOG meeting. There were no comments.

The Ouachita Council of Governments meeting was called to order by Scotty Robinson. The meeting was held in the Council Chambers of the Monroe Government Plaza.

A roll call certified a quorum was present.

A motion was made by Shane Smiley and seconded by Staci Mitchell to approve the July 24, 2023, minutes. Motion carried unanimously.

A motion was made by Shane Smiley and seconded by Scotty Robinson to recess OCOG and enter into the Transportation Policy Committee. Motion carried unanimously.

Transportation Policy Committee

It is the Technical Advisory Committee's (TAC) unanimous recommendation that Neel-Schaffer be selected as the consultant firm for the SS4A project. A motion was made by Gretchen Ezernack and seconded by Shane Smiley to approve Neel-Schaffer as the official SS4A Action Plan Consultant. Motion carried unanimously.

A motion was made by Shane Smiley and seconded by Scotty Robinson to adjourn the Transportation Policy Committee and reconvene OCOG. Motion carried unanimously.

A motion was made by Staci Mitchell and seconded by Shane Smiley to ratify the actions of the Transportation Policy Committee. Motion carried unanimously.

A motion was made by Gretchen Ezernack and seconded by Shane Smiley to accept the Budget to Actual Report as presented by Jeff Maxwell. Motion carried unanimously.

Ambulance Advisory Board

Elmer Noah informed OCOG members that the current Ambulance Services Agreement will end on December 31, 2023, and is scheduled to renew for a term of one year unless notice of non-renewal is received from any of the parties to the agreement 120 days prior to the expiration of that agreement which is September 1, 2023. The Ambulance Advisory Board has heard from representatives of Acadian

Ambulance Service, the Ouachita Parish Police Jury, the City of Monroe, and the City of West Monroe none of which intend to pursue non-renewal of the agreement. Per the terms of the agreement this will result in a renewal of one year.

A discussion was had over the extension of the contract to five (5) years instead of one (1) year. Nothing was officially decided on this matter.

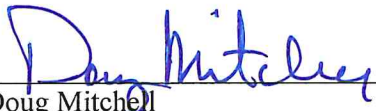
Long Term Recovery Board

No report.

Northeast Delta Human Services Board

No report.

There being no other business a motion was made by Shane Smiley and seconded by Gretchen Ezernack to adjourn. Motion carried unanimously.



Doug Mitchell

Executive Director, OCOG

9/25/2023
Date



OUACHITA COUNCIL OF GOVERNMENTS

Monroe

West Monroe

Ouachita Parish

3000 KILPATRICK BLVD●MONROE, LOUISIANA 71201

OUACHITA COUNCIL OF GOVERNMENTS
MONROE GOVERNMENT PLAZA
COUNCIL CHAMBERS

August 28, 2023
12 NOON

AGENDA

CALL TO ORDER

ROLL CALL

APPROVAL OF PRIOR MEETING MINUTES

Action Item

RECESS OCOG

Action Item

TRANSPORTATION POLICY COMMITTEE

A. SS4A ACTION PLAN CONSULTANT – APPROVE

Action Item

RECONVENE OCOG

Action Item

RATIFY ACTIONS OF TRANSPORTATION COMMITTEE

Action Item

BUDGET TO ACTUAL REPORT

Action Item

AMBULANCE SERVICES AGREEMENT RENEWAL – INFORMATIVE

Mr. Elmer Noah

ADJOURNMENT

HOMELAND SECURITY AND EMERGENCY PREPAREDNESS REPORT

An Equal Opportunity Employer

Budget to Actual
August 28, 2023

	<u>Contract Budget</u>	<u>Y-T-D Budget</u>		<u>July 2023</u>	<u>Y-T-D July 2023</u>		<u>June 2023</u>	<u>Prior Year</u>
Local	35,613	2,968	8.33%	-	-	0.00%	-	35,613
FTA	72,437	6,036	8.33%	5,151	5,151	7.11%	-	86,615
Human Svcs	15,000	1,250	8.33%	1,360	1,360	9.07%	-	15,000
FHWA	373,260	31,105	8.33%	25,021	25,021	6.70%	12,914	371,275
Safety	<u>1,020,170</u>	<u>864,311</u>	84.72%	<u>13,078</u>	<u>914,327</u>	89.62%	<u>19,939</u>	<u>901,250</u>
TOTAL	1,516,480	905,670	63.44%	44,610	945,859	62.37%	32,853	1,409,753

DOTD now want us to show the budget by the contract totals and not the yearly totals.

Safety is a 5 year contract plus a one year extension (6 years). Should have the prior contract spent by Feb 2024.

1 Budgeted amounts remaining on contract per month:

Local	35,613	11	3,237.55
Safety	105,843	11	9,622.09
FTA	67,286	11	6,116.91
Human Svcs	13,640	11	1,240.00
FHWA	<u>348,239</u>	11	<u>31,658.09</u>
	570,621		51,874.64

AMBULANCE SERVICES AGREEMENT

I. RECITALS

This Agreement is entered into by and between ACADIAN AMBULANCE SERVICE, INC ("Provider" or "Acadian"), and the OUACHITA PARISH POLICE JURY, CITY OF MONROE, and CITY OF WEST MONROE (collectively "Ouachita Governments" or "Service Areas"), each appearing herein through its duly authorized representative, on this 1st day of January, 2019, for the exclusive provision of emergency and non-emergency ambulance service.

- a. **Uniform Ambulance Service Ordinance.** The Parties agree that the terms of this Agreement shall include and be governed by all applicable sections of the Uniform Ambulance Service Ordinance adopted by the Ouachita Governments (See Ouachita Parish Police Jury Ordinance No. 9274; City of Monroe Ordinance No. 7331; City of West Monroe Ordinance No. 4610), (the "Ordinance"), which are incorporated herein by this reference. In the event of a conflict between this Agreement and the Ordinance, the terms and conditions of the Ordinance shall govern.
- b. **Request for Proposals.** It is understood and agreed that the Ouachita Governments selected Acadian as the exclusive provider of ambulance service for Ouachita Parish in reliance on the representations made by Acadian in its "Response to Ouachita Council of Governments RFP for Ambulance Service" (hereinafter "Response to RFP") submitted on or about July 2, 2018. Accordingly, this Agreement is intended to, and does hereby, incorporate as contractual obligations the representations made by Acadian in said Response to RFP.
- c. **OCOG.** The City of Monroe, the City of West Monroe, and the Ouachita Parish Police Jury have authorized and designated the Ouachita Council of Governments ("OCOG") to provide uniform oversight and regulation of ambulance service throughout Ouachita Parish, Louisiana. Accordingly, said political subdivisions are sometimes hereinafter referred to collectively as "OCOG".
- d. **Administration.** The Uniform Ambulance Service Ordinance provides for the involvement of OCOG, a Contract Administrator ("Administrator"), and an Ambulance Service Advisory Board ("Board") in the regulation and administration of ambulance service in Ouachita Parish. Provider acknowledges the role of OCOG, Administrator and Board as established by the Ordinance and agrees to work cooperatively with them during the term of this Agreement.

Provider shall submit to the Board 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 Board in connection with the oversight of the Provider's performance of the Provider's obligations under the Ordinance and/or this Agreement. 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 Advisory Board and not be considered a public record, where allowed by Louisiana law.

- e. **License Fee.** The Provider of Ambulance shall pay a license fee of THIRTY-FIVE THOUSAND AND NO/100 (\$35,000.00) DOLLARS each calendar year, or portion thereof, during the term of this Exclusive License. This License Fee shall be paid to OCOG 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 2020 and thereafter during the initial and renewal term(s) of the License OCOG 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 OCOG at an Open Meeting held on or before October 31 of the prior year.

II. DEFINITIONS

The "Definitions" set forth in Article 1, Section 6 of the Uniform Ambulance Service Ordinance adopted by the Ouachita Governments shall apply to the words and phrases used in this Agreement, unless otherwise specified herein.

III. TERM

The initial term of this Agreement, and the exclusive license it evidences, shall be for a period of five (5) years beginning January 1, 2019 and ending December 31, 2023. This Agreement and License may thereafter be renewed by mutual agreement of the Ouachita Governments and the Licensee for additional terms of not more than four (4) years each.

It will be presumed that the parties intend for this Agreement and License to be renewed for a term of one (1) year unless written notice of non-renewal is delivered to the other party not less than one hundred twenty (120) days prior to the end of the term of the initial term or any renewal thereof.

IV. OBLIGATIONS OF PROVIDER

a. Ground Ambulance Service

Provider shall be the exclusive provider of emergency and non-emergency Advanced Life Support and Basic Life Support ground ambulance service for the duration of this agreement for all emergency and non-emergency transports that originate within the geographical boundaries of the Service Area.

In addition to ground ambulances, Acadian is to be the primary provider of rotor wing air ambulance transports that originate within the geographic boundaries of the

Service Area and as such shall also have medical helicopter support available to assist in critical situations when patients require expedient transport to appropriate medical facilities. If Acadian is unable to provide the necessary air support, then Acadian shall call for a back-up provider without delay.

Residents of the Service Areas shall have access to (assuming the appropriate need and subject to availability) Provider's Medical fixed wing air ambulance aircraft.

Provider agrees that for the duration of this Agreement it shall be obligated to maintain at least one medically configured Advanced Life Support helicopter stationed within the Parish and available a minimum of 24 hours per day. The helicopters shall be staffed at all times by an FAA licensed pilot and a Nationally Registered Paramedic and a Registered Nurse.

b. Insurance Required

Prior to commencing operations under this Agreement, Provider shall file with the Parish Council policies of general liability insurance, automobile liability insurance, workers compensation insurance and medical legal liability insurance issued by an insurance company qualified to do business in the State of Louisiana which shall contain the following conditions and stipulations.

1. The term of such insurance policies shall be for a period of not less than one (1) year. Proof of insurance must be provided on a yearly basis.
2. The general liability and automobile liability insurance policies shall provide not less than limits of liability for each accident causing bodily injury (including death at any time resulting from), FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for each person, FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for each accident and FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for property damage sustained in any accident, with the Service Area listed and included as an additional insured to the extent of Provider's Contractual obligations hereunder.
3. The medical malpractice insurance policy(ies) shall provide limits of liability of each accident causing bodily injury (including death at any time resulting therefrom) of FIVE HUNDRED THOUSAND and NO/100 (\$500,000.00) DOLLARS for each person and FIVE HUNDRED THOUSAND and NO/100 (\$500,000.00) for each accident. Participation in the Patients' Compensation Fund of the State of Louisiana as set forth in LRS 40:1299.44, et seq., shall be deemed to be medical legal liability insurance within the contemplation of this ordinance.
4. The worker's compensation insurance policy (ies) shall provide coverage for statutory benefits up to an aggregate amount of any one claim in the amount of ONE MILLION and No/100 (\$1,000,000.00) DOLLARS. In the event that

Provider is self insured, it shall provide evidence of self insurance along with proof of adequate excess insurance.

5. Provider shall furnish the Service Area with a waiver of subrogation against any and all claims for damages or liability arising from their operations within the geographical boundaries of the Service Area.
6. **Performance Bond Requirements:** Provider must furnish performance security in an amount of not less than \$750,000.00. Said security shall be furnished through the pledge of a Certificate(s) of Deposit to OCOG in said amount or through the posting of a Performance Bond in favor of OCOG in said amount issued by insurer or surety having a rating of not less than B+ by A. M. Best or equivalent rating by a nationally recognized rating service.

c. Inspections of Ambulances

Before any operations under this contract commence, the ambulances listed in the application shall have current motor vehicle inspections stickers by the Louisiana Department of Motor Vehicles and each ambulance shall be equipped in compliance with the standards for ambulance equipment as contained and inspected and approved yearly by the Louisiana Department of Health and Hospitals and as set forth in LA. R.S. 40:1235.1. Any ambulance owned or operated by Provider in the Service Area, which has a mechanical defect or lacks ambulance equipment, as required by this contract, shall be corrected to conform to this Agreement.

d. Emergency Medical Technicians

1. No Ambulance shall transport an ALS emergency patient with the transport originating in or from the geographic boundaries of the Service Area 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, Advanced EMT or Paramedic as driver.
2. No person shall provide services in any capacity on an emergency or non emergency response vehicle unless he is the holder of a certification of an emergency medical technician issued by the National Registry of Emergency Medical Technicians; or a certificate of license as a registered nurse or licensed practical nurse; or is a physician or surgeon licensed to practice medical by the Louisiana State Board of Medical Examiners. No person shall provide services in any capacity without holding a valid certification of cardiopulmonary resuscitation 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 caregiver is a person of at least eighteen (18) years of age.
- b. The caregiver 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. 40:1231 et seq.
- c. All employees of Provider who shall operate an ambulance in the Service Area 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:
 1. The driver is a person of at least eighteen (18) years of age; and
 2. The driver is an Emergency Medical Technician, Advanced Emergency Medical Technician, or Paramedic.

e. Standards for Ambulance Equipment

1. Provider warrants that each ambulance shall carry at all times when ambulance is in use the minimum essential equipment as specified in Definitions Paragraph J) Advanced Life Support Ambulance or (k) Basic Life Support Ambulance.

f. Ambulance Performance Standards

1. Provider warrants that it shall not unreasonably refuse to respond to a request for emergency service originating within the geographic boundaries of the Service Area.
2. 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.
3. Provider warrants that it shall conform to protocols with respect to ground ambulance response times as set forth in Provider's response to RFP and further set forth in the Ambulance Ordinance.
4. 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 Ouachita Parish Office of Homeland Security and Emergency Preparedness "Emergency Operations Plan" in regards to its role and/or function within an Incident Management System.

g. Review of Rates and Financial Information

1. Provider shall submit a schedule of its rates for all services to the Board for review by January 1st of each year and in such format as may be designated by the Board. The Board shall have authority to review, and/or approve such rates. The Board shall have 15 days to review and or object to such. For the first year of this Agreement, the Board will be deemed to have approved those rates as set forth in Provider's response to RFP, if so included in same. Otherwise of after such initial term, if written objection is not presented within 30 days the rates will become effective on the 31st day. 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 approved by the Board. A statement of said fees is attached hereto. Provider acknowledges that it is responsible for billing and collecting for services rendered. All fees for services rendered shall remain the property of Provider. 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. Provider shall be entitled to an automatic annual inflationary increase in base rates at Providers then current customary rates within the State of Louisiana. Provider shall be allowed to increase charges for ancillaries at the then current market rate, without the need for additional approval by the Board. Additionally, Provider shall be allowed to request a change in rate structure and/ or amounts in such case as there has been a material change in the structure or amount of rates/reimbursements approved/made to ambulance providers by any federal or state agency or medical insurance provider. The Ouachita Governments acknowledge that any event as set forth in the preceding sentence shall be deemed good cause for such a rate change in amount and/or structure. Rate changes allowed in this Agreement without additional Parish approval shall be deemed set and approved by the Parish in accordance with Louisiana law.

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 Ouachita Parish to, or for, such facility. Rates for like services to like facilities shall be equal

2. Provider shall permit the Parish or its auditor's reasonable access to its financial records, books, documents, papers, files, or other records, that are pertinent, during normal business hours upon reasonable notice and which shall only be revealed and discussed in executive or confidential session. In addition, the Parish and its members agree to execute any documents and abide by any federal, state and/or local laws, rules and/or regulations relating to the disclosure of any such information.
3. Provider shall present to the Parish, in executive or confidential session, an annual audit of owner/operator's financial statements and activities. A copy of every

such annual audit shall be provided to the Parish and Provider shall have the right to demand that all audited financial statements and any other Proprietary Information, as deemed by Provider, be reviewed and discussed in Executive or Confidential Session of the Parish and that such materials not be disclosed or distributed outside of same. The parties agree that the Parish has the right to demand an independent audit of the response time of Acadian's performance under this Agreement. Such audit shall be performed at a mutually agreeable time by both parties but not later than thirty (30) days after receipt by the Council of Response Time information for a particular period and shall be for the account of the Parish Council except as set forth hereafter. Should such audit produce results which materially differ from the results presented to the council by Acadian, then, in such instance, Acadian shall bear all costs associated with the independent audit which produced such differing results.

4. 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 Board. Provider shall make available to Board and/or OCOG 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. Provider shall have the right to demand that all proprietary information, as deemed proprietary by the Provider, be reviewed and discussed in Executive Session of the Board and not be considered a public record, where allowed by Louisiana law.

h. Response Reliability Standards: Zones coverage

1. Provider shall produce response times as provided for in Provider's response to RFP and the Ambulance Ordinance, for reference said response times are set forth specifically in Exhibit A to this agreement, attached hereto and incorporated fully herein by reference.

Except as set forth below, throughout the term of this contract Provider acknowledges that it shall be Provider's responsibility to meet said responses times regardless of the number of ambulances required to meet said standards. Additionally, Provider acknowledges that the above-described response times are minimum standards and that at all times it will operate said service aiming always to provide better and increased service.

i. Response Time

1. Response times on emergencies will be calculated as set forth in the Ordinance. Response times will be calculated each calendar month by Provider. Provider agrees to provide the Board monthly reports of response times by area along with all back-up documentation including the itemized summary of each call that is

included on the monthly report, but excluding any and all information that is protected from disclosure under the Health Insurance Portability and Accountability Act. The itemized summary of each call shall include all available information regarding the time, arrival times, etc. of each call. Included on Monthly Response time reports shall be all calls excluded from the response time calculation and the reason for such exclusion. All information and back-up documentation that said calls should be excluded pursuant to the terms herein will be available upon request. The response time reports shall be distributed to the Contract Administrator within fifteen (15) days of the end of a month.

j. 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 Parish or local governing authority 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.)

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

k. Response Time Penalty

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

If Provider fails to adhere to the applicable response time standards for either Emergency or Non-emergency responses in three consecutive 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) days written notice of such failure provide the Board 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 Provider's behalf pursuant to the 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.

l. Corporate Citizenship

Provider agrees, when available, to provide ground ambulance stand-by at no charge for high school/college football games within the geographical boundaries of the Service Area. Upon request and acceptance, Provider agrees to provide such other stand-by service as is requested by the Service Area for similar events at a reduced charge.

Provider agrees, 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.

Provider also agrees to offer consolidated, annual First Responder training to the Service Area Firefighters in order to assist Provider with care in Emergency situations.

m. 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 Advisory Board as requested. Ambulances shall be less than 10 years old and shall have not more than 400,000 miles of total service.

n. Vehicle Locating System

Each ambulance within the geographic boundaries of the Service Area shall be equipped with a working, real-time Automatic Vehicle Locator ("AVL") system compatible with and able to communicate with the CAD system of the Ouachita Parish Communications District. Provider shall maintain all necessary licenses, permits, etc. necessary pursuant to State, Federal, and local laws and regulations to enable Provider to operate said system.

V. OBLIGATIONS OF THE SERVICE AREA

The Service Area shall instruct and inform all interested parties (including parish 911 director, etc.) that Provider shall be the exclusive ambulance service for all emergency (911 and other) and non-emergency ambulance transportation originating within the geographical boundaries of the Service Area.

The Service Area shall obey the terms of this agreement and the enabling ordinances establishing this contract; take reasonable steps (including the initiation of civil or administrative actions or referral to the District Attorney's office for criminal, civil or administrative prosecution of any violators of the ordinance) to prevent any unauthorized operation of ambulance service (after being provided with reasonable notice by Provider) originating within the geographical boundaries of the Service Area during the term of this Agreement. The Service Area agrees that it shall cooperate fully with the District Attorney, the Sheriff or any other governing body in the enforcement of all laws and ordinances governing unauthorized ambulance operation, including but limited to, referral to the Sheriff's office for enforcement measures. The Service Area agrees and acknowledges that any unauthorized operation shall be a violation of this agreement, which will cause financial harm to Provider.

If any or all of the Service Areas fail to cooperate as set forth above in an effort to prevent unauthorized ambulance transportation within the geographical boundaries of the Service Area through request for and cooperation in the sanctioning of the unauthorized activities after becoming aware of same, in writing, and unauthorized operation continues for a period exceeding fourteen days within a thirty day period, Provider's obligations of response times or of providing a Performance bond, if so required or any other gratuitous services under this Agreement or any renewal period shall be extinguished for the remainder of the term of this Agreement or any renewal thereof and Provider will have the option to terminate this Agreement, effective within three (3) days of giving of notice of same. The remedies set forth herein shall not be exclusive. Provider specifically reserves any and all other rights it may have against the Service Area under law and in equity.

VI. TERMINATION

A. Termination by the Service Area

1. Events of Default

Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

- i. Provider shall violate in any material way any provision of the Ordinance, this Agreement, or any State or Federal law or regulation governing any aspect of ambulance service, which failure shall continue for a period of sixty (60) days after notice thereof is given to Provider by the Service Area specifying such failure and requesting that it be remedied;
- ii. 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 OCOG.
- iii. Provider shall cease doing business as a going concern;
- iv. Provider's financial reports demonstrate financial instability or insolvency.
- v. 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 amended, or under any other insolvency act or law, state or federal, now or hereafter 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, sequestrator, 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 amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or a receiver, liquidator, custodian, sequestrator, 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.

B. Termination by Provider

1. Events of Default

Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

- a). Failure of the Service Area to have the requisite authority to enter into this Agreement, or to enact any necessary Ordinances for ambulance services as provided for hereunder;
- b). Failure by the Service Area, by its own fault, to observe or perform any covenant, warranty, term or provision of this Agreement.
- c). The intentional allowance of any additional ambulance service to operate in violation of this Ordinance within the unincorporated area of Ouachita Parish during any term of the License, provided that the Provider shall first give the Ouachita Parish Police Jury written notice of the operation of any such additional ambulance service and the Ouachita 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).
- d) The ***ISSUANCE OF ANY PERMIT IN THE SERVICE AREA TO AN*** additional ambulance service during the initial term or any subsequent renewal of this agreement.

Provider and Service Area acknowledge and accept the terms and obligations agreed upon in this contract and shall comply with all provisions herein and with all parish, city, state and federal laws. Failure to comply with the terms of this agreement shall render this contract voidable at the discretion of the non-violating Party, provided that the Provider is given ninety (90) days advance notice and sixty (60) days to remedy any default. Any Notice under this Agreement shall be given by certified mail, return receipt requested to:

PROVIDER:
Acadian Ambulance Service, Inc.
P.O. Box 98000
Lafayette, LA 70509
ATTN: Chief Financial Officer

OUACHITA GOVERNMENTS, c/o
Ouachita Council of Governments
3000 Kilpatrick Blvd.
Monroe, LA 71201
ATTN: Ambulance Contract
Administrator

VII. Indemnity

1. Provider's Indemnity of Service Area

Provider will indemnify, hold harmless and exempt the Service Area and its and their representatives, officers, agents, servants and employees from and against any and all liability,

suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees to the extent arising out of in any way concerning or incident to any obligations of Provider in the performance of this Agreement or to the extent arising out of a willful or negligent act or omission of Provider, its officers, agents, servants, and employees (including such individual acting contrary to this Agreement).

VIII. AUTHORITY TO ENTER INTO THIS AGREEMENT

1. Authority of Provider

Provider warrants that it has the full corporate authority and power to enter into this Agreement, and that its Regional Vice President is authorized to execute this Agreement on behalf of Acadian Ambulance Service Inc.

2. Authority of the Service Area

The Ouachita Governments represent that the necessary action by the appropriate authorities has been taken to approve this Agreement, and the undersigned representative is authorized to execute this Agreement.

IX. Agreement, Modification, and Governing Law

1. Force Majeure

Provider's performance of its obligations hereunder shall be excused in the event of and during the period that such performance is prevented or rendered unsafe by the following: acts of God other than weather; acts of war, riot, or sabotage; unavailability of adequate fuel, power or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted; the failure of any governmental body to issue or grant, or the suspension or revocation of, licenses, permits or other approvals or authorizations necessary for the performance of the services contemplated by this agreement; or national defense requirements.

2. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto. However, it is understood and agreed that Provider was selected as the exclusive provider of ambulance service in Ouachita Parish in reliance on the representations made in Provider's July 2, 2018 Response to the Ouachita Council of Governments' RFP for Ambulance Service (hereinafter "Provider's Proposal") and this Agreement is intended to, and does hereby, incorporate as contractual obligations the representations made in Provider's Proposal, as if copied *in extenso* herein.

3. Modification

No provision of this Agreement can be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

5. Partial Enforceability

If any provision of this Agreement, or the application of the Provision to any entity or circumstance shall be held invalid, the remainder of this Agreement, 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.

TO BECOME EFFECTIVE THE 1st DAY OF January 2019.

ACADIAN AMBULANCE SERVICE, INC.

By: [Signature]
Name: DAVID L. KELLY
Title: Regional Vice President/CFO
Date: Dec. 6, 2018

CITY OF MONROE

By: [Signature]
Name: James E. Mayo
Title: Mayor
Date: Nov. 28, 2018

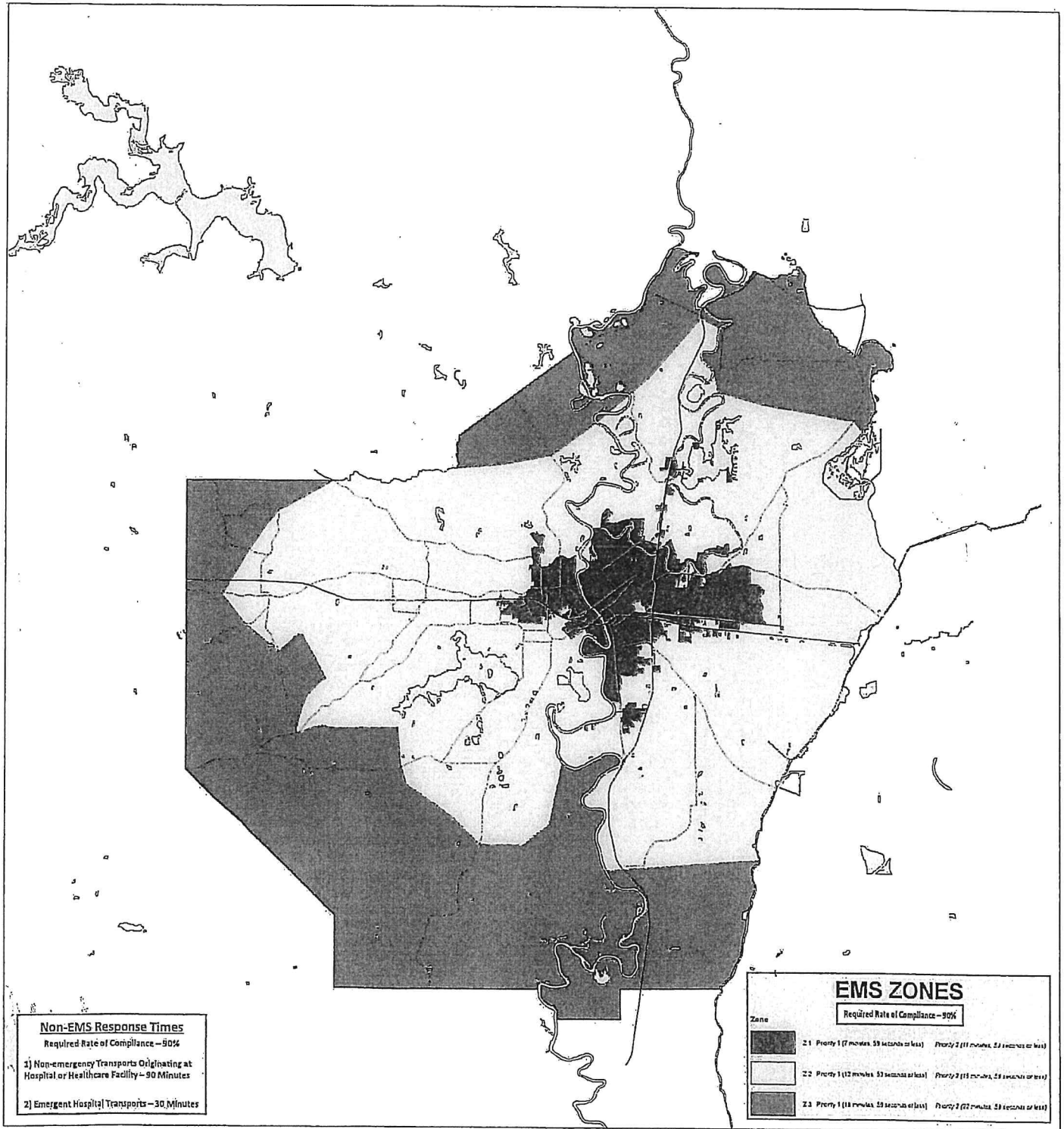
OUACHITA PARISH POLICE JURY

By: [Signature]
Name: Scotty Robinson
Title: President
Date: Nov. 19, 2018

CITY OF WEST MONROE

By: [Signature]
Name: Staci Albritton Mitchell
Title: Mayor
Date: Nov 15, 2018

EXHIBIT "A"



DATE: August 28, 2023

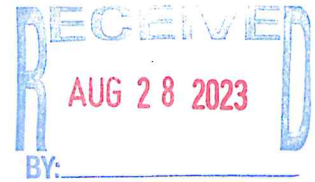
ROLL CALL

	MEMBERS	PHONE #	EMAIL	PRESENT	ABSENT
✗	Mayor Friday Ellis	318-329-2227	lyndamcmahan@ci.monroe.la.us		✓
✓	Mayor Staci Mitchell	318-396-2600	smitchell@westmonroe.la.gov	✓	
✗	Mr. Thom Hamilton	318-235-5998	thomhamiltonemail@gmail.com		✓
✓	Ms. Gretchen Ezernack	318-366-1675	gretchen.ezernack@ci.monroe.la.us	✓	
✗	Mr. Scotty Robinson	318-235-0672	srobinson@oppj.org	✓	
✓	Mr. Shane Smiley	318-267-8659	ssmiley@oppj.org	✓	

August 28, 2023
12 NOON

[illegible]

Publisher of
The News-Star
www.thenewsstar.com
MONROE, LOUISIANA
PROOF OF PUBLICATION



OUACHITA COUNCIL OF GOVERNMENT
3000 KILPATRICK BLVD
MONROE, LA 71201

Account No.: SHR-304416
Ad No.: 0005800449
Ad Total: \$17.89
PO #:

This is not an invoice

of Affidavits 1

The hereto attached advertisement was published in The News Star. A daily newspaper of general circulation. Published in Monroe, Louisiana. Parish of Ouachita in the issues dated:

08/17/2023

A handwritten signature in black ink, appearing to be "K. Allen", written over a horizontal line.

LEGAL CLERK

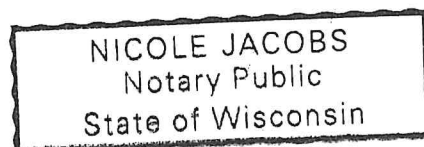
Subscribed and sworn to before me on this 17 day of August, 2023 AD

A handwritten signature in black ink, "Nicole Jacobs", written over a horizontal line.

Notary Public. State of Wisconsin. County of Brown

A handwritten date "8-21-26" in black ink, written over a horizontal line.

My commission expires



The regular meeting
of the Ouachita
Council of Govern-
ments is scheduled
for Monday, August
28, 2023, at 12 noon in
the Council Cham-
bers of the Monroe
Government Plaza.
A public hearing will
be held at 11:30 a.m.
to hear comments
from the public re-
garding the consul-
tant selection for the
Ouachita Parish
SS4A Action Plan.
Monroe, LA
8/17/23

Publisher of
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MONROE, LOUISIANA
PROOF OF PUBLICATION



OUACHITA COUNCIL OF GOVERNMENT
3000 KILPATRICK BLVD
MONROE, LA 71201

Account No.: SHR-304416

Ad No.: 0005788589

Ad Total: \$18.49

PO #:

This is not an invoice

of Affidavits 1

The hereto attached advertisement was published in The News Star. A daily newspaper of general circulation. Published in Monroe, Louisiana. Parish of Ouachita in the issues dated:

08/04/2023

A handwritten signature in black ink that appears to read "D. Roberts".

LEGAL CLERK

Subscribed and sworn to before me on this 4 day of August, 2023 AD

A handwritten signature in black ink that appears to read "Nicole Jacobs".

Notary Public. State of Wisconsin. County of Brown

A handwritten date in black ink that reads "8-21-26".

My commission expires

NICOLE JACOBS
Notary Public
State of Wisconsin

Notice is hereby given that a public hearing will be held in the Council Chamber, City Hall Building, Monroe Louisiana beginning at 11:30 a.m., on August 28, 2023, to hear comments on the consultant selection for the Ouachita Parish SS4A Action Plan. The consultant proposals will be available August 1, 2023, for review for fourteen days at 3000 Kilpatrick Blvd., Monroe, Louisiana. Monroe, LA
8/4/23