

Jefferson Parish Office of Inspector General



**Lafitte-Barataria-Crown Point
Volunteer Fire Company:
Full-time Residents of Fire Stations
Investigative Report 2018-0013
*Appendix***

January 11, 2024

Kim Raines Chatelain, Inspector General

APPENDIX

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Parish Fire
Protection District
No. 4 and LBCP
VFC CEA



FIRE PROTECTION AGREEMENT

THIS Fire Protection Agreement (hereafter referred to as "Agreement") is made and entered into this 16th day of March, 2018, by and between the following parties:

Fire Protection District No. 4 of the Parish of Jefferson, State of Louisiana (hereinafter referred to as "DISTRICT"), a political subdivision of the State of Louisiana, appearing herein through Cynthia Lee-Sheng, Chairperson of the Jefferson Parish Council, its governing authority, acting by virtue of Resolution No. 130387 adopted by the Jefferson Parish Council on the 15th day of November, 2017, a certified copy of which is attached hereto; and

Lafitte, Barataria and Crown Point Volunteer Fire Company (hereinafter referred to as "COMPANY"), a non-profit corporation organized under the laws of the State of Louisiana, domiciled and doing business in the Parish of Jefferson, State of Louisiana, herein represented by _____, its _____, acting by virtue of that resolution adopted by its membership on the _____ day of _____, 2____, a copy of which is attached hereto;

WITNESSETH

WHEREAS, COMPANY is a private, non-profit corporation that has been determined to be a quasi-public entity, obligated to expend public funds in accordance with all applicable laws, which has traditionally provided certain fire protection and suppression services for the good of the public within the geographical boundary of an area now delineated as Fire Protection District No. 4 of the Parish of Jefferson, State of Louisiana; and,

WHEREAS, the DISTRICT was formed for the purpose of providing the citizens and taxpayers of DISTRICT with fire suppression services and fire prevention services; and,

WHEREAS, the DISTRICT has heretofore contracted with COMPANY for the performance of fire suppression, fire prevention services, rescue operations as well as response to incidents, emergencies, disasters and/or fire related calls due to civil disturbances; and,

WHEREAS, COMPANY has performed such services effectively and has honored all of its commitments to the DISTRICT and to the citizens of the DISTRICT; and,

WHEREAS, the DISTRICT is aware of the significant cost and resources that would be required if the DISTRICT were to attempt to form its own fire department and to staff it with directly hired public employees; and,

WHEREAS, COMPANY has available to it the equipment and manpower to effectively deliver fire suppression and fire prevention services to the citizens and taxpayers of DISTRICT; and,

WHEREAS, the funds received by COMPANY from DISTRICT pursuant to this Agreement are primarily for personal services rendered in the form of fire protection services as well as the maintenance and operation of fire protection equipment and buildings.

NOW THEREFORE, considering the foregoing and for good and valuable consideration, the receipt and sufficiency of which is acknowledged as evidenced by the respective signatures hereto, the parties do agree as follows:

I. OBLIGATIONS OF COMPANY

1. Fire Protection Services:

COMPANY agrees to provide fire suppression services and fire prevention services within the geographical boundaries of DISTRICT. Said geographical boundaries shall be considered COMPANY's primary coverage area. COMPANY shall make every effort to meet those standards of the National Fire Protection Association (hereinafter "NFPA") adopted by the State of Louisiana, for similar size populated areas in the performance of the following specific services:

- a) Fire suppression services relating to structures and buildings of whatever kind, to brush fires, to trash fires, or to any other kind of fire of whatever nature.
 - (i) In the event that the origin and cause of a fire are deemed suspicious by fire company or law enforcement personnel such that it is reasonably suspected that an arson may have been committed, the commanding fire officer on the scene shall request an investigation by a certified arson investigator. In the event that COMPANY does not employ the services of a certified arson investigator, then COMPANY shall request that a certified investigator from East Bank Consolidated Special Service Fire Protection District of Jefferson Parish, Louisiana or the Louisiana State Fire Marshal's Office be dispatched to the scene to conduct an investigation into the origin and cause of the fire for the purposes of determining whether an arson was committed.
- b) Rescue operations in connection with subpart (a) above. Rescue operations shall include vehicle extrication, elevated rescue and confined space rescues performed by the Company or through mutual aid agreements with other local fire districts. Nothing herein shall be construed to require Company to attempt underwater rescue operations or search for and/or dispose of explosive devices or ordinances. Rescue operations shall also include land and water based search and rescue services, humanitarian aid and other disaster related response services during times that threaten public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural disasters, all capable of causing severe damage to property and danger to life; and shall be subject to additional compensation as follows:
 - (i) Compensation for Manpower shall be the actual cost of all overtime expenses.
 - (ii) Compensation for equipment usage, rental and purchase, shall be the actual cost of such expenses.
 - (iii) Compensation for food and shelter shall be the actual cost of all such expenses.
 - (iv) Compensation for materials shall be the actual cost of all such expenses.
- c) Make available to citizens and taxpayers of the DISTRICT routine technical and fire protection advice such as is customarily offered by Fire Departments.
- d) Enforce the Parish of Jefferson Fire Code and other related ordinances and polices of the Parish of Jefferson that may from time to time be enacted, but only to the extent authorized by law.

- e) Answer and respond to any and all fire calls within the DISTRICT on a 24-hour per day, 7 day per week schedule.
- f) Make every effort to maintain training levels consistent with NFPA requirements.
- g) Maintain training records of all COMPANY firefighting personnel in accordance with applicable state and federal laws for a period of not less than five years, said records to be made available to the DISTRICT upon its written request.
- h) Observe all applicable state and federal safety laws, and endeavor to adhere to all applicable NFPA standards for personal safety and working conditions.
- i) Respond to requests for mutual aid from neighboring communities or DISTRICT pursuant to mutual aid agreements.
- j) Answer and respond to all hazardous materials spills or incidents within the DISTRICT on a 24 hour, 7 day per week schedule.
- k) Adhere to all applicable federal, state, and local laws in the performance of all services and obligations set forth herein.
- l) Establish goals and objectives to maintain or improve the current Property Insurance Association of Louisiana (hereinafter "P.I.A.L.") rating for the defined territory set forth in Article II, Paragraph 8 of this Agreement.

2. Facility Maintenance:

- a) COMPANY agrees to maintain any and all facilities which are purchased with Contract Consideration in good condition and further agrees to permit examination of such facilities upon reasonable notice by the DISTRICT and by the P.I.A.L.
- b) COMPANY agrees not to construct any new fire station within the DISTRICT without first receiving the approval of the DISTRICT.
- c) Any Capital Improvement Project to be performed by COMPANY upon DISTRICT property, upon a facility constructed on DISTRICT property, or that will be funded with Contract Consideration shall require DISTRICT approval prior to COMPANY beginning work on said project. For the purposes of this paragraph, a Capital Improvement Project shall be defined as any erection, construction, alteration, improvement, or repair exceeding the sum of \$50,000.00. Additionally, although the Louisiana Attorney General has opined that Title 38 of the Louisiana Revised Statutes of 1950, La. R.S. 38:2211 *et seq.* ("Public Bid Law") is not applicable to COMPANY, COMPANY hereby agrees to adhere to the requirements set forth in the Public Bid Law for projects that exceed the contract limit specified in the Public Bid Law.
- d) COMPANY and the DISTRICT further understand and agree that any acquisitions of immovable property or buildings by COMPANY with Contract Consideration or with public funds generated through bond issues shall be the property of the DISTRICT and, if legally required to be titled, shall be titled in the DISTRICT's name and not in the name of COMPANY. Additionally, COMPANY agrees that any immovable property or buildings acquired by COMPANY with funds received from DISTRICT or from the Parish of Jefferson prior to the effective date of this Agreement are the property of DISTRICT. COMPANY further agrees that any such assets that are presently titled in the name of COMPANY shall be retitled in the name of DISTRICT.

- e) COMPANY agrees to be responsible for the daily maintenance of any fire stations acquired through bond issues. Building maintenance shall include upkeep of the interior of such station, station grounds, landscaping maintenance, minor premises repairs and custodial and housekeeping services.
- f) In the event COMPANY should cease operations voluntarily for whatever reason during the term of this Agreement or be removed for just cause by the DISTRICT in accordance with the provision of this Agreement, all buildings, equipment or apparatus purchased with or through bond proceeds, appropriations from the Jefferson Parish general and special revenue funds, or Contract Consideration shall become (or remain if already titled in DISTRICT) the property of DISTRICT.

3. Equipment Purchase, Repair and Inspection:

- a) Although the Louisiana Attorney General has opined that Title 38 of the Louisiana Revised Statutes of 1950, La. R.S. 38:2211 *et seq.* ("Public Bid Law") is not applicable to COMPANY, COMPANY hereby agrees to adhere to the requirements set forth in the Public Bid Law for purchases of any materials or supplies in the amount of ten thousand (\$10,000.00) dollars or greater utilizing Contract Consideration.
- b) COMPANY shall notify the Director of the Office of Fire Services (hereinafter "Director of Fire") prior to purchasing any vehicles, equipment, or apparatus valued at \$100,000.00 or greater.
- c) The parties agree that any apparatus and/or equipment purchased by COMPANY shall meet NFPA standards at the date of manufacture.
- d) The parties agree that apparatus, equipment, and vehicles purchased with Contract Consideration or with public funds generated through bond issues shall be the property of DISTRICT and shall be titled in the name of DISTRICT. Additionally, COMPANY agrees that any depreciable apparatus, equipment, and vehicles acquired by COMPANY with funds received from DISTRICT or from the Parish of Jefferson prior to the effective date of this Agreement are the property of DISTRICT. COMPANY further agrees that any such assets acquired within three (3) years prior to the commencement date of this Agreement that are presently titled in the name of COMPANY shall be retitled in the name of DISTRICT.
- e) COMPANY shall provide, purchase and maintain the needed emergency communications for all apparatus and equipment.
- f) In the event that COMPANY desires to purchase fire apparatus utilizing the proceeds of a DISTRICT bond issue or utilizing funds held by DISTRICT for capital improvement purposes, then COMPANY shall obtain DISTRICT approval prior to purchasing the apparatus. Should COMPANY fail to obtain the necessary approval, then DISTRICT will not be obligated to pay for any part of the apparatus.
- g) COMPANY shall maintain and repair all DISTRICT owned fire apparatus and equipment in good working condition to the full extent of their expertise, ability and financial means and to permit examination of such apparatus or equipment at reasonable times by the DISTRICT or by the Property Insurance Association of Louisiana.
- h) After the execution of this Agreement, the DISTRICT and COMPANY will cooperate with one another to prepare an inventory of each asset and piece of equipment owned by the DISTRICT with an initial purchase cost of FIVE

HUNDRED (\$500.00) DOLLARS or more and utilized by COMPANY. COMPANY will furnish the DISTRICT with a list of all property it believes meets this description. Thereafter, upon reasonable notice to COMPANY, the DISTRICT will have access to COMPANY's premises and records to make whatever verification it feels may be required.

- i) If DISTRICT-owned property in COMPANY's possession is replaced, becomes obsolete or is no longer in use, then said property shall be surrendered by COMPANY to the Jefferson Parish Surplus Property facility. The proceeds of the sale of such property shall be vested in the DISTRICT, and may be used by DISTRICT for any lawful purpose. If COMPANY desires to receive an allocation of DISTRICT surplus property funds, then COMPANY shall make written request to DISTRICT. Should DISTRICT approve the request, then the use of such funds shall be subject to the provisions of this Agreement pertaining to the expenditure of public funds and the maintenance of DISTRICT-owned property.
- j) In the event this Agreement is terminated, all DISTRICT-owned property will be immediately returned to the DISTRICT.

4. Insurance:

COMPANY agrees to maintain reasonable and adequate insurance coverage for its operations by directly contracting with an insurance carrier of its choice as follows:

- a) Fire and contents insurance sufficient to cover the appraised value of all firefighting facilities and depreciable assets purchased with public funds of any kind, including millage funds, special service charges, bond issues and supplemental payments, and kept on COMPANY's premises.
- b) Auto liability insurance on all vehicles with limits of ONE MILLION (\$1,000,000.00) DOLLARS for each occurrence, and physical damage coverage including collision coverage and comprehensive coverage with a maximum of FIVE THOUSAND (\$5,000.00) DOLLARS deductible for each occurrence. This insurance shall be purchased by the COMPANY on all vehicles.
- c) Worker's compensation insurance in accordance with Louisiana law. Employers liability, section B, shall be at least ONE MILLION (\$1,000,000.00) DOLLARS per occurrence.
- d) Flood insurance for (i) all properties located in a flood zone other than B, C, or X; or (ii) properties which have been previously flooded and have received FEMA funds. This insurance shall be purchased by the COMPANY.
- e) Commercial general liability insurance covering COMPANY's operations and risks associated with such operations in the amount of TWO MILLION (\$2,000,000.00) DOLLARS.
- f) Occurrence-based professional liability insurance with limits of ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS aggregate. Notwithstanding the foregoing, said professional liability coverage shall only be required in the event that a Fire Prevention Bureau is established in the DISTRICT.

The DISTRICT and the Parish of Jefferson, its Districts, Departments and Agencies under the direction of the Parish President and Parish Council, shall be named as an additional insured on COMPANY's General Liability, Automobile Liability, and Professional Liability policies. COMPANY's insurer shall have no right of recovery or subrogation against the DISTRICT or the Parish of Jefferson, its Districts, Departments and Agencies under the

direction of the Parish President and the Parish Council, it being the intention of the parties that the Worker's Compensation, General Liability, Automobile Liability, and Professional Liability policies described above shall protect both parties and be the primary coverage for any and all losses covered by the described insurance.

COMPANY shall furnish DISTRICT with certificates evidencing all required coverages. Certificates shall be furnished to the Director of Fire upon execution of this Agreement and within thirty (30) days of the renewal of a policy or the purchase of a new policy.

II. GENERAL PROVISIONS

1. **Assignment:** The parties agree that each, in making this Agreement, depend on the particular capacities, expertise, powers, and good offices of the other which would not be satisfactorily provided for by a third party, and therefore, the parties hereto agree that no right or obligation hereunder may in anyway whatsoever be assigned or delegated to a third party without express written consent of the other party given hereto in advance.
2. **Notices:** Any notice required to be given pursuant to the provisions of this Agreement shall be in writing, and either delivered in person or deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested and properly addressed at the following addresses:

IF TO COMPANY:
Lafitte, Barataria and Crown Point Volunteer Fire Company
2385 Jean Lafitte Blvd.
Lafitte, LA 70067

IF TO DISTRICT:
Fire Protection District No. 4 of the Parish of Jefferson, State of Louisiana
c/o Chairman, Jefferson Parish Council
1221 Elmwood Park Blvd., 10th Fl.
Jefferson, LA 70123
3. **Entire Agreement:** This writing constitutes the entire agreement between the parties with relation to the subject matter hereof, and supersedes any previous agreement or understanding, whether verbal or otherwise, with relation hereto, and no addition, deletion, or other amendment hereto may be made except as is agreed in writing by the parties, in advance, with the same formality as accorded this Agreement.
4. **Jurisdiction:** This Agreement shall be governed, construed and controlled according to the laws of the State of Louisiana and COMPANY agrees to be subject to the jurisdiction of the 24th Judicial District Court.
5. **Attorney Fees:** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party, reasonable attorney's fees and reasonable costs and expenses, determined by the court sitting without jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.
6. **Waivers:** It is agreed and understood that any failure to strictly enforce any provision hereof, shall not constitute a waiver of the right to demand strict performance of that or any other provision hereof at any time hereafter.
7. **Severability:** The terms and conditions of this Agreement are separate and separable, and if for any reason, any court of law or administrative agency should

deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.

8. **Defined Territory:** Fire Protection District No. 4 of the Parish of Jefferson, State of Louisiana is bounded by:

All of that territory within the Sixth Ward of the Parish of Jefferson, State of Louisiana, lying north of the line separating Township 16 S. and Township 17 S., between Ranges 23 and 24 E., more fully described as follows:

That territory within the Parish of Jefferson, State of Louisiana, bounded on the north by the north boundary of Ward 6, extending from the Jefferson-St. Charles line on the west, which line is also the south boundary line of Jefferson Parish Waterworks District No. 3 as projected; on the east by the Jefferson-Plaquemines Parish Line; on the west by the Jefferson-St. Charles and Jefferson-Lafourche Parish Line; on the south by the line separating T. 17 S. from Township 16 S., and lying between ranges 23 and 24 E.

9. **Independent Contractor:** It is understood by the parties that COMPANY is a private, nonprofit corporation with its own board of directors and management. COMPANY is an independent contractor, not an agent of or alter ego of the Parish of Jefferson or of the DISTRICT.
10. **Duty to Cooperate with Inspector General:** It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19).

By signing this document, every corporation, partnership, or person contracting with DISTRICT, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

III. REPORTS AND RECORDS

COMPANY agrees to submit the following reports:

- A. To the Finance Director of the Parish of Jefferson on an annual basis an audited financial statement showing the disbursement of all public funds received for the previous year, specifically excluding (if desired) funds raised through COMPANY's private fund-raising activities.
- B. An itemized annual budget for operations and capital expenditures to the Director of Fire. The budget shall be submitted in both electronic and paper copies. COMPANY's budget shall itemize all expenditures of funds derived from this Agreement and provide beginning and estimated ending fund balances. The purpose of this submittal is not to solicit the Director of Fire's approval of the budget, but it is to be used for the reporting and tracking of the proper use of public funds. Any and all amendments made to the budget by COMPANY during the budget year shall be submitted to the Director of Fire not later than ten (10) days from the date that the amendment was approved by COMPANY. Additionally, a budget-to-actual report for prior calendar year expenditures shall be submitted to the Director of Fire not later than June 30th of each year. The Director of Fire may elect to provide COMPANY with accounting software that must be used by COMPANY to prepare budget reports and submittals required hereunder. The provision of said software would be at the sole cost of DISTRICT.

- C. To maintain adequate records, and retain such records in accordance with standard accounting guidelines, showing the disbursement of all funds received pursuant to the present contract, and upon reasonable notice to make the same available for audit by the Parish and any other party as required by law.
- D. Quarterly financial reports concerning the expenditures of funds received pursuant to Article IV of this Agreement. Each report shall be furnished to the Director of Fire no later than thirty (30) days following the end of the reporting period, and shall provide the information set forth on Exhibit "A," which is attached hereto and incorporated herein.
- E. Provide certificates of completion issued by the Louisiana Board of Ethics concerning completion of the one (1) hour ethics training program mandated by La. R.S. 42:1170. On or before January 1st of each year, COMPANY shall furnish to the Director of Fire certificates of completion for each employee legally required to undergo ethics training during the preceding year. Additionally, COMPANY shall submit a roster of all COMPANY members that are legally required to undergo the ethics training program.
- F. Fire reports must be filed with the Office of the State Fire Marshal no later than the last day of the following month. Fire reports must be completed for all incidents that have generated an item number from the 911 communications center. Upon COMPANY receipt of the email confirmation received from the Office of the State Fire Marshall indicating receipt of the fire reports, COMPANY shall provide said email confirmation to the Director of Fire.

IV. PAYMENT

For and in consideration of COMPANY performing the obligations set forth herein, DISTRICT agrees to pay to COMPANY a sum of money in monthly installments, which represents a portion of the proceeds of the present millage or of any future millage which may be used for maintenance and operations levied annually on the assessed valuation of property subject to taxation in said DISTRICT as well as a portion of the proceeds of any service charge assessed on persons owning commercial and residential structures, whether occupied or unoccupied, located wholly or partly within DISTRICT for the purpose of acquiring, constructing, improving, providing, maintaining or operating DISTRICT's fire protection facilities. The monthly installment amount is hereby established at FIFTY-THREE THOUSAND FIVE HUNDRED (\$53,500.00) DOLLARS. Additionally, any portion of the Two Percent Fire Insurance Fund distribution that COMPANY is entitled to receive shall be disbursed by DISTRICT to COMPANY in a separate payment. The aforesaid monthly installments and Two Percent Fire Insurance Fund payments are collectively referred to hereinbefore and hereinafter as "Contract Consideration." Contract Consideration does not include any millage money collected for capital improvements or future bond issues.

COMPANY may make written requests for adjustments to the Contract Consideration or for additional one-time allocations of funds from DISTRICT. All such requests shall be in writing and shall contain justifications for the requested adjustment. The grant of any Contract Consideration increase or of any additional one-time allocation of DISTRICT funds shall be at the sole and unfettered discretion of DISTRICT's governing authority, and may contain restrictions, requirements, or conditions regarding the expenditure of said funding. All such expenditure restrictions, requirements, or conditions imposed by DISTRICT's governing authority concerning a Contract Consideration increase or a one-time allocation of funds shall constitute a part of this Agreement. If COMPANY fails to comply with the expenditure restrictions, requirements, or conditions so imposed, then DISTRICT may rescind the Contract Consideration increase and may reduce future monthly installments to recover any funds that were not expended in accordance with said expenditure restrictions, requirements, or conditions.

Parties hereby acknowledge that the Contract Consideration due hereunder is sourced from revenues that may be subject to fluctuation. Notwithstanding any other

provision of this Agreement to the contrary, in the event that actual recurring revenues received by DISTRICT fall below the budgeted recurring revenues in a fiscal year, then DISTRICT's governing authority shall have the right to decrease the monthly installments accordingly. Prior to imposing such a decrease to Contract Consideration, DISTRICT shall provide COMPANY with written notice stating the new Contract Consideration amount and the date that the decrease will become effective.

DISTRICT also agrees to pass any and all resolutions and ordinances needed to impose any and all necessary *ad valorem* taxes in order to obtain the Contract Consideration due COMPANY under this Agreement. DISTRICT further agrees to pass any and all resolutions and ordinances necessary to collect said taxes. DISTRICT further agrees to allow COMPANY, upon reasonable notice, to inspect the public records of the Finance Director of Jefferson Parish concerning the collection and disbursement of taxes and Contract Consideration.

COMPANY agrees to employ all public funds, facilities and equipment entrusted to its care for providing said fire protection services, fire suppression services, fire prevention services, rescue operations, as well as response to incidents, emergencies, disasters and/or fire service calls related to civil disturbances, necessary and incidental for the operation of their respective areas in accordance with applicable laws.

COMPANY acknowledges and agrees to utilize the Contract Consideration in connection with satisfying its obligations under this Agreement solely for the following purposes:

- (i) to acquire and maintain, trucks, apparatus and other movable equipment, including but not limited to insurance, fuel, office supplies, utilities, equipment, communications equipment, uniforms, food, tools, boats, training supplies, search and rescue equipment and supplies, identifications, badges, computers, software, and other similar items necessary and incidental to efficiently satisfy the obligations under this Agreement; and,
- (ii) to purchase the insurance policies that COMPANY is required to maintain pursuant to this Agreement; and,
- (iii) to hire, train, compensate and equip firefighters, operators and officers in accordance with COMPANY by-laws, polices, directives, or hiring procedures; and,
- (iv) to recruit, train, equip and retain volunteer firefighters in accordance with COMPANY by-laws, directives, or hiring procedures; and,
- (v) to purchase, construct and maintain immovable property to serve as fire stations, administrative offices, maintenance facilities and warehouses necessary to support all of the equipment, supplies and personnel required to satisfy the obligations under this Agreement; and,
- (vi) to provide for health and physical fitness expenses including gym memberships and wellness programs for all paid and volunteer firefighters; and,
- (vii) to purchase a plaque, trophy, certificate, medal or similar memento to acknowledge outstanding achievement or valiant act of personnel in an amount not to exceed the value set forth in La. R.S. 40:1510; and,
- (viii) to, in accordance with La. R.S. 40:1510, implement and execute a length of service awards program established by COMPANY, which provides a monetary benefit, based upon service, to eligible volunteer firefighters as determined by COMPANY. Notwithstanding the foregoing, COMPANY shall obtain written approval of said program from DISTRICT prior to the implementation and execution of said plan.

COMPANY acknowledges and agrees that it shall not use the Contract Consideration for the purchase of any of the following:

- (i) Alcoholic beverages.

- (ii) Gifts or supplies for non-firefighting personnel; except as otherwise provided herein.
- (iii) Awards or gifts; except as otherwise provided herein.
- (iv) Training, travel, education or expenses that are not directly related to firefighting, fire department management and administration, search and rescue, hazardous materials, emergency medical response, emergency management, fire suppression services, fire prevention services, rescue operations, as well as response to incidents, emergencies, disasters or civil disturbances.
- (v) Any additional travel expenses incurred as a result of a paid or volunteer member of the COMPANY being accompanied by an individual who is not required to undergo the training for which the travel was authorized, or whose presence is not required for the performance of the COMPANY business for which the travel was authorized.

V. EXPENSE RESTRICTIONS

All travel or training and related items procured by the COMPANY and utilizing Contract Consideration for the purchase thereof shall be subject to the following conditions and limitations:

- (i) All travel and training shall be limited to the COMPANY's firefighting members and administrative staff.
 - a. Notwithstanding the foregoing, should training and/or travel for non-firefighting members of COMPANY be deemed necessary by COMPANY, then the Director of Fire shall be notified of such training and/or travel.
- (ii) Meals
 - a. Reimbursement for all meals shall be based on the latest IRS Publication No. 1542 "Per Diem Rates". Tips on the meals are included in the per diem allowance and shall not be separately reimbursed.
- (iii) Hotel
 - a) In an effort to obtain the most reasonable and cost effective rates, the COMPANY shall choose sites within a reasonable vicinity of the location where the COMPANY business is being conducted.
 - b) Individuals staying with relatives or friend shall not be eligible for hotel reimbursement.
 - c) Miscellaneous hotel room expenses shall not be reimbursed except for business related phone calls and internet access charges.
- (iv) Automobile Rentals: Individuals who anticipate the need for automobile rental must document the need, in writing, prior to out of town travel. All automobile rentals must be obtained in accordance with COMPANY by-laws or in accordance with policies or directives that have been adopted by COMPANY. If no applicable bylaw, policy, or directive exists, then rentals must be individually approved by COMPANY through the process used to approve official acts of COMPANY.
- (v) Transportation
 - 1) Reimbursement for additional airline costs for baggage shall be authorized only if such baggage contains equipment or supplies necessary for the purpose of the air travel, or if the scope of the individual's personal baggage for which the cost is levied is reasonable.
 - 2) Individuals must provide a cost comparison to COMPANY when proposing to use a personal vehicle instead of air travel. COMPANY shall reimburse for the more cost effective mode of transportation.
- (vi) Personal Vehicle
 - 1) Mileage reimbursement shall be calculated using the rates authorized by the IRS.

- 2) Mileage shall be reimbursed starting from the place of employment to the destination and back. Original receipts for parking must be included for reimbursement.
- 3) Individuals already receiving mileage allowances must travel in excess of five hundred (500) miles in order to be eligible for reimbursement.
- 4) All private vehicles used for COMPANY business shall be insured in accordance with Louisiana law.
- 5) When two or more individuals travel for COMPANY business in the same vehicle, only one individual shall be eligible for mileage reimbursement.

VI. DEFAULT

The performance or failure to perform any one or more of the following acts shall constitute a default under the provisions of this Agreement:

- a) The failure of either party to cure any breach of contract after receipt of fifteen (15) days written notice.
- b) The filing of a voluntary petition by parties seeking relief under the United States Bankruptcy Act, or the failure of a party to dismiss an Involuntary Petition in Bankruptcy within ninety (90) days after the filing of an Involuntary Petition under the United States Bankruptcy Act.
- c) The voluntary appointment by a party of a receiver or trustee to handle or control all or substantially all of its assets, or the failure to remove an involuntarily appointed receiver or trustee within ninety (90) days after the appointment of the receiver or trustee. The making by a party of a general assignment for the benefit of its creditors.
- d) Notwithstanding the provisions of the preceding paragraph herein, in the event COMPANY fails to carry out the following obligations and duties contained in the Agreement, the DISTRICT shall notify COMPANY and COMPANY shall correct such failure within the time period set forth below or shall be deemed to be in default of this Agreement:
 1. Failure to submit reports to DISTRICT: 15 days
 2. Failure to make required inspections: 15 days
 3. Failure to comply with general responsibilities, obligations, and duties, and maintenance to fire apparatus equipment: 45 days
- e) Notwithstanding any other provisions herein to the contrary, failure or refusal of COMPANY to respond to a fire alarm.
- f) Upon the default of either party, the non-defaulting party may elect to pursue any remedy available at law including, but not limited to declaring this entire Agreement to be terminated. COMPANY shall have the right to immediately cease service as required by the Agreement in the event the DISTRICT fails to pay the consideration provided for in this Agreement. DISTRICT hereby relieves and releases COMPANY from any liability for any losses occurring during such time as COMPANY has ceased service on account of the failure or inability of the DISTRICT to pay the Contract Consideration due under this Agreement and shall indemnify COMPANY against any liability incurred after COMPANY ceases services. This Agreement to indemnify shall include reimbursement for any and all legal fees and costs incurred by COMPANY in defense of any claim or suit brought by any person, corporation, political subdivision, taxpayer or citizen arising out of any losses sustained after fire protection or suppression services cease on account of non-payment of

Contract Consideration. This Agreement to indemnify shall be effective whether COMPANY's cessation of services is or is not alleged to be negligent.

- g) In the event DISTRICT fails to pay the consideration provided for in this Agreement or fund the services DISTRICT requires COMPANY to perform under this Agreement, COMPANY shall have the right to cancel this Agreement upon sixty (60) days written notice to DISTRICT. During the sixty (60) day notice period, COMPANY shall make its best effort to perform services under this Agreement although the parties understand that said services may be limited or reduced as a result of lack of manning or inadequate supplies or equipment. After said sixty (60) days period, DISTRICT relieves and releases COMPANY of any liability or losses as may occur as a result of such limited or reduced services and shall defend and indemnify COMPANY and pay all legal fees and costs incurred by COMPANY in defense of any action brought by any person, corporation, political subdivision, taxpayer or citizen on account of any losses sustained on account of inadequate fire protection or suppression.

VII. FORCE MAJEURE

Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God. Wind limits for Fire dispatch and evacuation plans for Fire Departments are established in the Jefferson Parish emergency operations plan to protect Fire personnel and assets.

VIII. INDEMNIFICATION

As to any loss, damage or claim covered by insurance placed hereunder, COMPANY agrees to appear, defend, indemnify and hold harmless the DISTRICT, the Parish of Jefferson, its Parish President and Parish Council, appointed boards and commissions, officials, officers, employees and agents, individually and collectively, from all losses, claims, suits, demands, expenses, recoveries, judgments, subrogation, attorney's fees or actions of any kind or nature resulting from personal injury to any person (including death) or damages to any property, arising out of or alleged to have arisen out of any of COMPANY's negligent acts or omissions in the performance of their obligations under the terms of this Agreement.

[remainder of page intentionally left blank]

IX. TERM OF AGREEMENT

The term of this Agreement shall be for ten years commencing on the 1st day of December, 2017 and ending at 12:00 a.m. on the 1st day of December, 2027. Thereafter, this Agreement shall continue from month to month unless terminated by thirty (30) days written notice by one party to the other.

THUS DONE AND SIGNED in the Parish of Jefferson on the date hereinabove first read in the presence of the undersigned competent witnesses who after due reading of the whole.

WITNESSES:

Norma Lina
Ann H. Guidry

**FIRE PROTECTION DISTRICT NO. 4 OF THE
PARISH OF JEFFERSON, STATE OF
LOUISIANA**

By: Cynthia Lee-Sheng
CYNTHIA LEE-SHENG, Chairperson
Jefferson Parish Council

WITNESSES:

Candi Watson
Cindy Terrelonge

**LAFITTE, BARATARIA AND CROWN POINT
VOLUNTEER FIRE COMPANY**

By: Remy Ronquell
Print Name: Remy Ronquell

[Name of Volunteer Fire Company/Department]
Proposed budget 20____

	Proposed Budget
Positions	
BEGINNING FUND BALANCE	
REVENUES	
Taxes	
Intergovernmental	
Charge for Services	
Interest Income	
Miscellaneous	
Other Financing Sources	
TOTAL REVENUES	\$ -
EXPENDITURES	
Personnel Services	
Salaries	
Overtime	
Accrued leave	
Medicare	
FICA	
Retirement	
Health Insurance	
Tenure benefits	
Other benefits	
Operating Expenses	
Office Supplies	
Recruitment/Advertising	
Food & Beverage	
Oil and Gas	
Uniforms	
Janitorial Supplies	
Utilities	
Repairs and Maintenance	
Insurance	
Training	
Travel	
Wellness Programs	
Awards	
Other Miscellaneous Exp	
Capital Outlay	
Safety Equipment	
Furniture & Fixtures	

[Name of Volunteer Fire Company/Department]
Proposed budget 20__

Computer Equipment	
Vehicles	
Apparatus	
Other Financing Uses	
Loans	
TOTAL EXPENDITURES	<u>\$ -</u>
ENDING FUND BALANCE	<u>\$ -</u>

[Name of Volunteer Fire Company/Department]

Budget to actual _____, 20____

Positions	Proposed Budget	YTD Actual	% Used
BEGINNING FUND BALANCE	<hr/> <hr/>		
REVENUES			
Taxes			#DIV/0!
Intergovernmental			#DIV/0!
Charge for Services			#DIV/0!
Interest Income			#DIV/0!
Miscellaneous			#DIV/0!
Other Financing Sources			#DIV/0!
TOTAL REVENUES	<hr/> <hr/> \$ -	<hr/> <hr/> \$ -	#DIV/0!
EXPENDITURES			
Personnel Services			
Salaries			#DIV/0!
Overtime			#DIV/0!
Accrued leave			#DIV/0!
Medicare			#DIV/0!
FICA			#DIV/0!
Retirement			#DIV/0!
Health Insurance			#DIV/0!
Tenure benefits			#DIV/0!
Other benefits			#DIV/0!
Operating Expenses			
Office Supplies			#DIV/0!
Recruitment/Advertising			#DIV/0!
Food & Beverage			#DIV/0!
Oil and Gas			#DIV/0!
Uniforms			#DIV/0!
Janitorial Supplies			#DIV/0!
Utilities			#DIV/0!
Repairs and Maintenance			#DIV/0!
Insurance			#DIV/0!
Training			#DIV/0!
Travel			#DIV/0!
Wellness Programs			#DIV/0!
Awards			#DIV/0!
Other Miscellaneous Exp			#DIV/0!
Capital Outlay			
Safety Equipment			#DIV/0!
Furniture & Fixtures			#DIV/0!

[Name of Volunteer Fire Company/Department]

Budget to actual _____, 20 ____

Computer Equipment			#DIV/0!
Vehicles			#DIV/0!
Apparatus			#DIV/0!
Other Financing Uses			#DIV/0!
Loans			#DIV/0!
TOTAL EXPENDITURES	<u>\$ -</u>	<u>\$ -</u>	#DIV/0!
ENDING FUND BALANCE	<u>\$ -</u>		

Cooperative Endeavor Agreement

AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared:

Linten Duet Jr. (Affiant) who after being by me duly sworn, deposed and said that

he/she is the fully authorized Fire Chief of Lafitte, BARATARIA (Entity).
the party to a Cooperative Endeavor Agreement (CEA) which Crown Point, Fire Dept.
Fire Protection Contract (Briefly describe the services the CEA

will cover). with the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employces, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B there are NO campaign contributions made which would require disclosure under Choice A of this section

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the parish to the Affiant

Choice B There are NO debts which would require disclosure under Choice A of this section

Affiant further said:

Solicitation of Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by telephone or by personal contact, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

Choice B there are NO solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant

Linton Duet Jr

Signature of Affiant

LINTON DUET JR.

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 14 DAY OF November 20 17

[Signature]

Notary Public

CHARLIE R. KERNER

Printed Name of Notary

ID# JP-263

Notary/Bar Roll Number

My commission expires 12-31-2020





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sherry Richer
FYI Agency LLC
P O. Box 133
Boutte LA, 70039

CONTACT NAME: Sherry Richer
PHONE (A/C No. Ext): (504) 814-4244 FAX (A/C No.): (985) 718-0175
E-MAIL ADDRESS: Agent@FYIAgencyLLC.com

INSURED
Lafitte, Barataria, Crown Point Fire Company
2385 Jean Lafitte Blvd
Lafitte, LA 70067

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Glatfelter Programs Managers
INSURER B: Glatfelter Programs Managers
INSURER C: Glatfelter Programs Managers
INSURER D: Lwcc
INSURER E: Glatfelters Programs Managers
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR: INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	VFIS-TR 2059206	10/10/17	10/10/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Auto Medical pay	X	VFIS-CM-1055764	10/10/17	10/10/18	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Auto Medical pay \$ \$10,000
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		VFIS-TR 2059206	10/10/17	10/10/18	EACH OCCURRENCE \$ \$4,000,000 AGGREGATE \$ \$8,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	1407-S	10/11/17	10/11/18	PER STATUTE OTH-ER E L EACH ACCIDENT \$ \$1,000,000 F L DISEASE - EA EMPLOYEE \$ \$1,000,000 E L DISEASE - POLICY LIMIT \$ \$1,000,000
E	Management Liability	X	VFIS-TR-2059206	10/11/17	10/10/18	Each occurrence -\$ 1,000,000 Aggregate-\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Local fire service company that provides emergency firefighting and fire protection services

CERTIFICATE HOLDER

The DISTRICT and the Parish of Jefferson, its Districts,
Departments and Agencies under the direction of the Parish
President and Parish Council
1221 Elmwood Park Blvd. Suite 1013
Jefferson, LA 70123

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



JEFFERSON PARISH

Office of the Parish Attorney

Michael S. Yenni
Parish President

Michael J. Power
Parish Attorney
Jeremy D. Dwyer
Deputy Parish Attorney

CERTIFICATION

In compliance with Jefferson Parish Code of Ordinances § 2-890, I certify that the proposed contract described below has been reviewed by the Parish Attorney’s Office and it is my legal opinion that the proposed contract complies with all current legal requirements for such contract under federal, state and parish law. However, compliance with Jefferson Parish Code of Ordinances § 2-895.1, 2-925.2 and 2-933.5 cannot be determined due to the lack of an enforcement procedure in the ordinances. This Office has not reviewed any technical specifications of any contract and this certification applies only to the legal terms of the contract. This certification is made in reliance upon the certification of the requesting Department’s Director that the Parish is in compliance with all grant requirements, as well as certification of the Department of Finance regarding the availability of funds, and the legality of all financial transactions pursuant to Jefferson Parish Charter § 4.02(A)(5).

Contract Description: **Resolution No. 130387 which approves Fire Protection Agreement for Lafitte, Barataria and Crown Point VFD.**

Parish Council Approval: Resolution No. 130387 adopted on the 15th day of November, 2017.

MICHAEL J. POWER
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 4th day of
January, 2018.

Signature

Printed Name

Notary or Bar Roll Number



On motion of **Mr. Roberts**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 130387

A resolution approving a Fire Protection Agreement between Fire Protection District No. 4 of the Parish of Jefferson, State of Louisiana and Lafitte-Barataria-Crown Point Volunteer Fire Company.

WHEREAS, Fire Protection District No. 4 of the Parish of Jefferson, State of Louisiana ("District") was formed for the purpose of providing the citizens and taxpayers of the District with fire suppression services and fire prevention services; and

WHEREAS, the District has heretofore contracted with Lafitte-Barataria-Crown Point Volunteer Fire Company ("Company") to provide these services; and

WHEREAS, under the terms of the proposed contract, the Company would continue to provide these services to the District for an additional ten (10) year term.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of Fire Protection District No. 4 of the Parish of Jefferson, State of Louisiana:

SECTION 1. That a Fire Protection Agreement between Fire Protection District No. 4 of the Parish of Jefferson, State of Louisiana and Lafitte-Barataria-Crown Point Volunteer Fire Company is hereby approved for a term of ten (10) years.

SECTION 2. That the Council Chairman, or in his absence the Vice-Chairman, is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

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

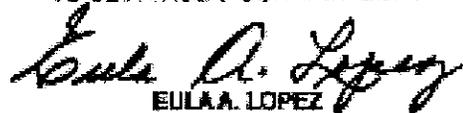
YEAS: 7

NAYS: None

ABSENT: None

This resolution was declared to be adopted on this the **15th** day of **November, 2017**.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

**AMENDMENT NO. 1 TO FIRE PROTECTION AGREEMENT
BY AND BETWEEN
FIRE PROTECTION DISTRICT NO. 4
OF THE PARISH OF JEFFERSON, STATE OF LOUISIANA
AND
LAFITTE, BARATARIA AND CROWN POINT VOLUNTEER FIRE COMPANY**

THIS AMENDMENT NO. 1 TO FIRE PROTECTION AGREEMENT is made and entered into this 9th day of October, 2018, by and between the following parties:

Fire Protection District No. 4 of the Parish of Jefferson, State of Louisiana (hereinafter referred to as "DISTRICT"), a political subdivision of the State of Louisiana, appearing herein through Cynthia Lee-Sheng, Chairperson of the Jefferson Parish Council, its governing authority, acting by virtue of Resolution No. 31637 adopted by the Jefferson Parish Council on the 6th day of June, 2018, a certified copy of which is attached hereto; and

Lafitte, Barataria and Crown Point Volunteer Fire Company (hereinafter referred to as "COMPANY"), a non-profit corporation organized under the laws of the State of Louisiana, domiciled and doing business in the Parish of Jefferson, State of Louisiana, herein represented by Linton Duet, Jr., its Fire Chief, acting by virtue of that resolution adopted by its membership on the 6th day of March, 2018, a copy of which is attached hereto; and

DISTRICT or COMPANY may individually be referred to herein as a "Party" or collectively as "Parties."

WITNESSETH

WHEREAS, DISTRICT has contracted with COMPANY for COMPANY to provide fire protection and prevention services; and,

WHEREAS, the Parties mutually desire to amend the Fire Protection Agreement to modify the terms of various provisions related to insurance requirements, use of and titling of DISTRICT assets, surplus DISTRICT property, indemnification, and applicable standards.

NOW THEREFORE, DISTRICT and COMPANY agree as follows:

SECTION 1. That the introductory paragraph of Article I ("Obligations of Company"), Section 1 ("Fire Protection Services") is hereby amended to read as follows:

COMPANY agrees to provide fire suppression services and fire prevention services within the geographical boundaries of DISTRICT. The geographical boundaries set forth in Article II ("General Provisions"), Section 8 ("Defined Territory") of this Agreement shall be considered COMPANY's primary coverage area. COMPANY shall make every effort to meet those standards of the National Fire Protection Association (hereinafter "NFPA") in the performance of the following specific services:

SECTION 2. That Article I ("Obligations of Company"), Section 2 ("Facility Maintenance") is hereby amended by adding subsection "g)", which reads as follows:

DISTRICT hereby permits COMPANY to use any DISTRICT-owned immovable property situated within COMPANY's primary coverage area, including but not limited to the following parcels:

1. That certain piece, parcel, or lot of land, including all buildings and appurtenances thereto, bearing municipal address 2385 Jean Lafitte Blvd., Lafitte, LA.
2. That certain piece, parcel, or lot of land, including all buildings and appurtenances thereto, bearing municipal address 4176 Privateer Blvd., Lafitte, LA.
3. That certain piece, parcel, or lot of land, including all buildings and appurtenances thereto, bearing municipal address 8027 Barataria

- Blvd., Crown Point, LA.
4. That certain piece, parcel, or lot of land, including all buildings and appurtenances thereto, bearing municipal address 5510 Jean Lafitte Blvd., Lafitte, LA.

Any use by COMPANY of DISTRICT-owned immovable property shall be consistent with and in furtherance of COMPANY's obligations under this Agreement. COMPANY may utilize DISTRICT-owned immovable property and facilities within its primary coverage area for community outreach and educational activities related to the fire suppression and fire prevention services performed by COMPANY pursuant to this Agreement. Further, COMPANY may utilize DISTRICT-owned immovable property and facilities within its primary coverage area for the purpose of conducting fundraising activities that financially support activities, initiatives, and procurements that bolster COMPANY's ability to perform its obligations under this Agreement, provided that COMPANY first obtains any licenses or permits required to conduct such activities. COMPANY shall not use any DISTRICT-owned assets in any manner that is inconsistent with law.

SECTION 3. That subsection "d" of Article I ("Obligations of Company"), Section 3 ("Equipment Purchase, Repair and Inspection") is hereby amended to read as follows:

The parties agree that apparatus, equipment, and vehicles purchased with Contract Consideration or with public funds generated through bond issues shall be the property of DISTRICT and shall be titled in the name of DISTRICT if legally required to be titled. Additionally, COMPANY agrees that any depreciable apparatus, equipment, and vehicles acquired by COMPANY with funds received from DISTRICT or from the Parish of Jefferson prior to the effective date of this Agreement are the property of DISTRICT. COMPANY further agrees that any such assets acquired within three (3) years prior to the commencement date of this Agreement that are presently titled in the name of COMPANY shall be retitled in the name of DISTRICT.

SECTION 4. That Article I ("Obligations of Company"), Section 3 ("Equipment Purchase, Repair and Inspection") is hereby amended by adding subsection "k", which reads as follows:

DISTRICT hereby permits COMPANY to use DISTRICT-owned movable property that is currently in COMPANY's possession or that may come into COMPANY's possession during the term of this Agreement. COMPANY shall not use any DISTRICT-owned assets in any manner that is inconsistent with law.

SECTION 5. That subsection "i" of Article I ("Obligations of Company"), Section 3 ("Equipment Purchase, Repair and Inspection") is hereby amended to read as follows:

If DISTRICT-owned property in COMPANY's possession is replaced, becomes obsolete or is no longer in use, then said property shall be surrendered by COMPANY to the Jefferson Parish Surplus Property facility. Alternatively, should DISTRICT's governing authority authorize the disposal of DISTRICT-owned property through other methods, then COMPANY may utilize such method(s) provided that COMPANY adheres to all requirements and conditions that DISTRICT's governing authority has established for the method(s) used. The proceeds of the sale of such property shall be vested in the DISTRICT, and may be used by DISTRICT for any lawful purpose. If COMPANY desires to receive an allocation of DISTRICT surplus property funds, then COMPANY shall make written request to DISTRICT. Should DISTRICT approve the request, then the use of such funds shall be subject to the provisions of this Agreement pertaining to the expenditure of public funds and the maintenance of DISTRICT-owned property.

SECTION 6. That Article I ("Obligations of Company"), Section 4 ("Insurance") is hereby amended to read as follows:

COMPANY agrees to purchase and maintain reasonable and adequate insurance coverage for its operations by directly contracting with an insurance carrier of its choice as follows:

- a) Commercial Property insurance, including Named Storm coverage, for building and contents, sufficient to cover the appraised replacement value of all firefighting facilities and depreciable assets purchased with public funds of any kind, including millage funds, special service charges, bond issues and supplemental payments, and kept on COMPANY's premises. The appraised value shall be agreed upon by DISTRICT.
- b) Auto liability insurance on all vehicles with limits of ONE MILLION (\$1,000,000.00) DOLLARS for each occurrence, and physical damage coverage including collision coverage and comprehensive coverage with a maximum of FIVE THOUSAND (\$5,000.00) DOLLARS deductible for each occurrence. COMPANY may participate in DISTRICT's program of self-insurance in order to comply the requirements of this paragraph. Notwithstanding any provision of this paragraph to the contrary, COMPANY may elect to discontinue comprehensive coverage for any vehicle that meets both of the following criteria: (i.) vehicle is five (5) years of age or older; and (ii.) vehicle is not a fire apparatus.
- c) Worker's compensation insurance in accordance with Louisiana law. Employers liability, section B, shall be at least ONE MILLION (\$1,000,000.00) DOLLARS per occurrence.
- d) Flood insurance for (i) all properties located in a flood zone other than B, C, or X; or (ii) properties which have been previously flooded and/or have received FEMA funds.
- e) Commercial general liability insurance covering COMPANY's operations and risks associated with such operations in the amount of ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS aggregate.
- f) Claims-made professional liability insurance with limits of ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS aggregate. Notwithstanding the foregoing, said professional liability coverage shall only be required in the event that a Fire Prevention Bureau is established in the DISTRICT.

The DISTRICT and the Parish of Jefferson, its Districts, Departments and Agencies under the direction of the Parish President and Parish Council, shall be named as an additional insured on COMPANY's General Liability, Automobile Liability, and Professional Liability policies. COMPANY's insurer shall have no right of recovery or subrogation against the DISTRICT or the Parish of Jefferson, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council, it being the intention of the parties that the Worker's Compensation, General Liability, Automobile Liability, and Professional Liability policies described above shall protect both parties and be the primary coverage for any and all losses covered by the described insurance.

COMPANY shall furnish DISTRICT with certificates evidencing all required coverages. Certificates shall be furnished to the Director of Fire upon execution of this Agreement and within thirty (30) days of the renewal of a policy or the purchase of a new policy.

SECTION 7. That Article III ("Reports and Records"), Section B is hereby amended to read as follows:

An itemized annual budget for operations and capital expenditures to the Director of Fire. The budget shall be submitted in both electronic and paper copies. COMPANY's budget shall itemize all expenditures of funds derived from this Agreement and provide beginning and estimated ending fund balances. The purpose of this submittal is not to solicit the Director of Fire's approval of the budget, but it is to be used for the reporting and tracking of the proper use of public funds. Any and all amendments made to the budget by COMPANY during the budget year shall be submitted to the Director of Fire not later than ten (10) days from the date that the amendment was approved by COMPANY. Additionally, a budget-to-actual report for prior calendar year expenditures shall be submitted to the Director of Fire not later than June 30th of

each year. The Director of Fire may, if requested by COMPANY, elect to provide COMPANY with accounting software to prepare budget reports and submittals required hereunder. The provision of said software would be at the sole cost of DISTRICT.

SECTION 8. That Article VIII ("Indemnification") is hereby amended to read as follows:

COMPANY agrees to appear, defend, indemnify and hold harmless the DISTRICT, the Parish of Jefferson, its Parish President and Parish Council, appointed boards and commissions, officials, officers, employees and agents, individually and collectively, from all losses, claims, suits, demands, expenses, recoveries, judgments, subrogation, attorney's fees or actions of any kind or nature resulting from personal injury to any person (including death) or damages to any property, arising out of or alleged to have arisen out of any of COMPANY's negligent acts or omissions in the performance of their obligations under the terms of this Agreement.

THUS DONE AND SIGNED in the Parish of Jefferson on the date hereinabove first read in the presence of the undersigned competent witnesses who after due reading of the whole.

**FIRE PROTECTION DISTRICT NO. 4 OF THE
PARISH OF JEFFERSON, STATE OF
LOUISIANA**

WITNESSES:

Norma Lauer
Gail LeNormand

By: Cynthia Lee-Sheng
CYNTHIA LEE-SHENG, Chairperson
Jefferson Parish Council

**LAFITTE, BARATARIA AND CROWN POINT
VOLUNTEER FIRE COMPANY**

WITNESSES:

Mark Lurie
Will R.

By: Linton Duet Jr.
Print Name: LINTON DUET JR.

LBCP VFC Standard Operating Guidelines (SOG)



Lafitte-Barataria-Crown Point Volunteer Fire Company

BOX 493

LAFITTE, LOUISIANA 70067

REVISED: January 1, 1985
APRIL 1, 1986
JANUARY 1, 1988
SEPTEMBER 1, 1989

EFFECTIVE: SEPTEMBER 1, 1989

The following shall be a listing of some of the duties expected of paid Employees of the Lafitte, Barataria, Crown Point Volunteer Fire Company. This listing of duties may be changed at any time that the Board of Directors deem necessary, it shall be the duty of each employee to carry out his/her assigned duties to the best of his/her ability.

DUTIES OF OPERATORS

1. Put up flag in the morning, and take it down in the evening
 - a. Including Holidays & Weekends
 - b. Half mast at death of member
 - c. Half mast at times of local, state, and national request
2. Cleanliness
 - a. Stations shall be kept clean including sweeping, dusting mopping floors, cleaning windows, cleaning ceilings, walls, and all attachments thereof.
 - b. Bathrooms shall be kept clean, toilets shall be cleaned showers, tubs, mirrors, and face bowls shall be kept clean.
 - c. Living quarters shall be kept clean, following each step of this article.
 - d. Bingo hall shall be cleaned before and after each gathering and as needed.
 - e. Rugs shall be kept clean at all times
 - f. Truck bays shall be kept clean, including oil and grease spots on floor.
3. Trucks & equipment
 - a. trucks shall be kept clean this includes washing exterior and interior of trucks including seats windshields and radio trucks shall be chamois dried.
 - b. Trucks shall be waxed as needed or when requested to do so.
 - c. Chrome on trucks shall be polished, tires shall be cleaned hose bed cover shall be kept dirt and dust free.
 - d. All equipment shall be kept clean and lubricated if needed.
 - e. Generators, power saws, and gasoline operated pumps shall be kept clean, shall be started weekly, shall be kept full of fuel and lube.
 - f. Breathing apparatus shall be checked daily and recorded in maintenance file.
 - g. any other duty pertaining to this article
4. Trucks shall be kept fully fueled at all times this includes after fire roll.
5. Water coolers shall be kept full of ice water at all times for the firefighters.

6. Keep all grounds clean
 - a. Grass shall be cut as needed or weekly ✓
 - b. Tree trimming, and grass trimming shall be done as needed including around flagpoles, hoseracks etc.
 - c. Trash will be put out for collection by trash collection trash cans shall be washed and cleaned.
 - d. Trash and debris will be collected of grounds and from public sight
 - e. Buildings will be washed and cleaned as needed
 - f. Any other duty pertaining to ground upkeep
7. Maintenance shall be performed
 - a. Repairs as needed including limited carpentry, painting, changing of oil in trucks
 - b. Installing equipment
 - c. Airconditioner filters shall be kept clean
 - d. Fluid levels on trucks shall be checked daily
 - e. Any other maintenance that may be required by this article.
8. Telephones shall be answer accordingly " good morning/afternoon station number and operator name.
9. Mail shall be collected by on duty operator and forwarded to proper bins Chief, President, Treasurer etc.
10. Morning priority activities
 - a. Truck shall be checked by visual inspection and all fluid levels double checked.
 - b. Trucks shall started at least twice daily and battery checked
 - c. Warning lights and siren shall be checked each and every morning for operation.
 - d. Radio check shall be answered each morning at 7:45a.m. in station and trucks and portables checked each evening at 6:25 p.m.
 - e. Check all equipment on truck pertaining to article 3
 - f. Assure that the grounds and station are presentable to public by following article 2 cleanliness
11. Respond to all emergency calls for which your assigned engine is dispatched
12. Change of shifts
 - a. At change of shift each operator shall assure that all equipment is on engine before receiving truck from outgoing operator.
13. Tests performed
 - a. Hose shall be tested and rotated on trucks annually or as needed
 - b. Trucks shall be tested annually or as needed
 - c. Hydrants shall be tested when needed and recorded in card file.
 - d. Each operator shall be required to flow water with his/her pumper from draft and hydrant at least every three weeks.
 - e. Any other as required by this article
14. Uniforms shall be worn during all work hours including badge, collar brass, and name tag. unless task prohibits.
15. Primer pump oil shall be checked daily and filled if needed
16. Visitors shall be greeted with courtesy always

17. Duties on fire scene
 - a. respond to fire safely and cautiously
 - b. arrive at scene and give disposition (unless officer on scene)
 - c. Locate fire hydrant or alternate water source
 - d. operate truck/pump and give water to fire scene
 - e. Do not leave pump panel unless told to do so by ranking officer
 - f. Complete all reports and make accurate account of all members on scene.
 - g. Oversee equipment being removed from truck and assure that it is returned before leaving scene.
 - h. Any other assignment thereof.
18. Upon return from fire
 - a. Tank will be refilled and flushed if used from draft
 - b. Truck will be reracked with fresh clean hose and logged in card file
 - c. Hoses will be washed and dried and rolled and put back on rack
 - d. Fluid levels in truck shall be checked, including, primer oil, and refueled.
 - e. All equipment used will be cleaned and lubricated if needed
 - f. Trucks will be cleaned under article 3
 - g. Report will be completed before end of shift
 - h. Any other duty as assigned
 - i. Breathing apparatus if used will be checked cleaned and bottles refilled.
19. Blazer and hosetender shall be cleaned and maintained same as trucks by following guidelines of article 3
20. Kitchens shall be kept clean including sinks, cabinets, refrigerators, dishes and glasses and pots and pans.
21. Training with apparatus shall be required when called upon to do so by any officer or member requesting such.
22. Inspections, demonstrations, public relations shall be done periodically during regular working hours
23. There shall be periodic operators meeting to discuss employee complaints wages, and working conditions and to update employees on new trends and techniques within the fire service profession.
24. Employees must abide by all standard operating procedures as adopted by this Company.
25. Leisure time
 - a. There shall be no lounging or watching television while in view of the general public.
 - b. Lounging between the hours of 8:00a.m.- 5:00 p.m. shall be allowed providing all daily duties are completed and is done with discretion of the public.
26. Smoking shall be prohibited when visitors, and children such as school groups are present.
27. Turn on heaters or air conditioners for functions

28. Any other duty that may be required by this company whether it is emergency or non-emergency.
29. Contact an officer for different occurrences or decisions.
30. Alcohol, narcotics and firearms are strictly prohibited on the premises.
31. If at any time a employee is under prescription drugs that may cause drowsiness or may limit employee's function it shall be mandatory to contact the Chief or available officer.
32. Appropriate drivers license must be in possession at all times while on duty (Class D).
33. Each Employee shall and must pump his/her truck from hydrant each shift this shall and will be mandatory.
34. Each employee shall pump his truck from draft monthly.
35. Each employee while on duty shall carry his pager and portable radio portable radio shall be carried in assigned case.
36. Each employee shall carry a ink pen (Black) and shall have it in his possession to complete reports, reports shall be completed and turned in to st. 40 secretary's bin within 72 hours of incident or turned over to an officer. Any reports found lying around quarters or station or bay area not completed shall result in immediate time off repeat offense shall result in termination.
37. Sick leave: paid sick leave will be granted only to those who present a Doctors note not to exceed six days.
38. No one at any time shall pursue any unsafe acts without supervision this includes ladder climbing, jacking or lifting vehicles, fooling with electricity or other potential hazard duties.
39. Sign rentals shall be checked and put up daily. money shall be turned in to chief.
40. Lights shall be turned off every morning failure shall result in suspension.
41. Any and all messages shall be forwarded to the correct officer...??
42. Any non members shall not be allowed to tamper with any fire apparatus or fixtures thereof.
43. Everything or everyone must and shall be logged in log book.
44. All equipment assigned to a particular truck shall stay on that truck unless told otherwise all tools shall remain at station.
45. Any abuse, neglect, damage or unauthorized alteration of any apparatus or equipment shall result in suspension or termination.
46. It shall be mandatory any time a truck leaves a station to go 10-11 on the air this also covers you. (CYA)

47. Employee time sheets shall be turned in by Thursday prior to the Friday pay day each pay period. Pay period shall run from Thursday to Wednesday of the pay period. Time sheets must be filled out completely and total hours added up.
48. Apparatus shall not be used to turn in time sheets at station 40 it shall be the duty of each employee to see to it that his/her time sheet is turned in on their own time. Apparatus shall not be allowed to leave district for a simple matter such as this.
49. Fire apparatus shall not be used to perform personnel errands, or pick up supplies at any other station or anything thereof without prior permission from chief or superior officer, trucks leaving there assigned area without authorization will result in suspension.
50. Operators shall remain with there assigned truck when on emergency scene, he/she shall not leave control of truck until advised or releieve with permission from a officer.
51. Operators on emergency scene shall assume the duties of an operator unless told other wise by a chief officer. No operator at anytime shall neglect his /her primary duty.
52. All operators are equal no operator shall assume he/she is more superior than the other on scene. No operator shall curse out or criticize another operator or anyone on or off a scene.
53. Operators shall be under direct supervision of the Fire Chief or his assisstants.
54. Personnel vehicles shall not be allowed in fire stations at no times parking areas are as follows: 40 rear 41 front lot 42 side station 43 rear.
55. Personnel gear shall not be allowed in immediate public view, this includes, vcr's suitcases, atari's , stereo's, radio's, games, etc.
56. As per Item 30 of these directives and articles 117 & 119 of Standard Operating procedures. No person shall possess or allow anyone on property owned and or leased by this company. To possess, consume, or dispense any alcoholic beverage or narcotic substance this includes employees, members and visitors.
57. No employee shall at anytime make any statements to news media, press, or any one else seeking information about operation of this Department or any emergency. General information only shall be allowed. All news media releases shall be made by chief or his designate. Failure to abide by this can result in suspensioh. Only prepared press releases will be allowed.
58. No employee shall make any false or innacurate statements to anyone pertaining to this department.
59. Persons seeking information such as Civil defense, fire alarm, 911, emergency management, police, sheriff, medical, politicians, civic groups, government, etc. shall be given appropriate source to speak to.

60. Failure to report damage to any departmental property can result in suspension or termination.
61. Failure to return equipment to fire apparatus after use can result in suspension or termination.
62. No employee shall use his/her official position to obtain anything of importance or expect a gratuity for a service rendered anything of value shall be forwarded to fire company.
63. Employee's shall not try to avoid a call for assistance because he/she thinks it's a stupid call or unecessary, remember we help everyone and they expect it. All calls for assistance shall be forwarded to a chief officer for screening.
64. Employee's shall not make visit's or social calls while on duty you are getting paid to mann a fire station not entertain friends or atten social borings.
65. While on duty operators shall not permit personnel pursuits to over take operation of fire station, nor shall this fire co. suffer neglect do to personnel interests.
66. Pornographic books, movies or paraphenalia shall not be allowed on premises at no times, failure to abide will result in termination.
67. Periodic station assignments will be made on occassions due to manpower shortages and area familiarization.
68. Any employee caught in possession of stolen property on department premises shall be terminated.
69. Employees shall not take anything of value from this company without first obtainting permission.
70. Locked doors shall not be jimmiied open for anyreason, if we wanted you to get in we would have given you a key.
71. This company will not be responsible for personnel items left in fire station/s.
72. Telephone usage shall be limited to 5 minutes for personnel use. Long distance phone calls shall not be made without permission to do so, the charge will be deducted from your paycheck. This includes unnecess ary information (411) and (976) numbers.
73. Telephones is for this co's business purposes only! Telephones shall be answered in 5 rings with exceptions of chores and fire rolls.
74. Unauthorized person/s shall not be allowed to ride or tamper with fire trucks or fire stations.
75. Spousal or family harrassment will not be allowed while on duty via telephone or in person.
76. Fighting or arguing on fire Co. premises will not be allowed
77. As per S.O.P. 161 employee shall not have facial hair Mustaches acc-
epted.

78. Employees shall always have fire apparatus, stations ready and clean for inspection by chief, board of directors members public.
79. Employees shall not interfere with operation of ambulance personnel or their property or business.
80. Employees shall not attempt to persuade ambulance attendants to perform personnel duties or station ambulance at a particular station this is not governed by the employees.
81. Change of shifts shall not be performed until relief comes in and accepts station if an employee leaves a station unmanned employee shall be terminated.
82. Employees shall not discuss while on duty complaints to general public pertaining to wages, departmental operation or duties or any operation of this department that is of non importance to the public.
83. While on duty employees shall not perform any duty or profitable work other than which is assigned by this department. This would be considered public pay roll fraud which is a felony.
84. Items owned by this department shall not be taken in to possession by employees for personnel usage.
85. Exceptions to above rules are allowable within limits of these regulations when performed for the protection of life or property.

Effective August 17, 1998

The following shall be a listing of some of the duties expected of the paid operators of the Lafitte Barataria Crown Point Volunteer Fire Company. This listing of duties may be changed at any time in which the Fire Chief deem necessary. It shall be the duty of each employee to carry out his/her assigned duties to the best of his/her ability.

Duties of Operators

- 1). Put up the flag in the morning, and take it down in the evening.**
 - a). Including Holidays & Weekends.
 - b). Half mask at the death of a Member.
 - c). Half mask at the time of Local, State and National Request.

- 2). There shall be no one at any of the Fire Stations 40, 41, 42, 43, after the hours of 9 pm in any given day, unless a Fireline Officer, Member, Firefighter, or Member of the Board of Directors, come into the station. The Employee may have someone stay longer only if that Employee has obtained permission from the Fire Chief. If the Chief is not present at any given time, the next highest ranking Fireline Officer may give that permission. In the event that someone is noticed after hours without that proper permission a warning, suspension, or termination maybe given to the Employee dependent upon the problems given to the Officer at that particular time.**

- 3). Cleanness**
 - a). Stations shall be kept clean including sweeping, dusting, mopping, cleaning of windows, ceiling areas, walls, and all attachments thereof.
 - b). Bathrooms shall be kept clean, including toilets, showers, tubs, mirrors, and face bowls, as well as all attachments thereof.
 - c). Living quarters shall be keep clean, following each step of this article.
 - d). Rugs shall be kept clean at all times.
 - e). Truck bays shall be kept clean, including oil spots, and grease spots within the bay floor area.
 - f). All mops and mop buckets shall be dumped and rinsed after each use.

- 4). Trucks shall be kept full of fuel at all times, this includes after every fire roll.**

- 5). Water coolers shall be kept full of ice water at all times for the Firefighters, failure to do so will result in suspension. Any Operator who comes to station #40 for training, maintenance, operators meeting, etc. shall ice up their coolers with ice before leaving the station. The Operators shall use the ice available inside the ice machine to ice up their water coolers first before using the bagged ice.**

6.) Trucks & Equipment

- a). Trucks shall be kept clean this includes the washing of the exterior and interior of the trucks including seats, windshields, and all attachments thereof.
- b). All trucks shall be chamois dry after each washing.
- c). All equipment shall be kept clean and running such as generators, amkus pumps, power saws, and gasoline operated pumps shall be kept full of fuel and lube at all times, and shall be started at each shift change.
- d). Breathing apparatus shall be checked daily and recorded in the maintenance file.
- e). All equipment shall be kept clean and lubricated if needed.
- f). All fluid levels such as engine oil, water, battery fluid levels, primer oil levels, and water tank levels shall be checked daily.
- g). Trucks shall be waxed when needed or when requested to do so, and the chrome on the trucks shall be polished and dust free.

- 7.) Grass shall be cut as needed or weekly on the date of Thursday. The operator on duty for that particular day shall cut the grass at that station. You may be excused from cutting grass only if the Chief Officer has that operator doing something else pertaining to the department affairs. Failure to cut the grass on that day may result in written reprimand, suspension, termination, dependent upon problems given to the officer at that particular time. If the Chief Officer notices that the grass need not be cut. he or she may authorize that operator not to cut them.

8.) Keep all grounds clean

- A. Tree trimming, and grass trimming shall be done as needed including around flagpoles, etc.
- B. Trash will be put out for collection by trash collection. Trash cans shall be washed and cleaned.
- C. Trash and debris will be collected off grounds and from public sight.
- D. Buildings will be washed and cleaned as needed.
- E. Any other duty pertaining to ground upkeep.

9.) Maintenance shall be performed

- A. Repairs as needed including limited carpentry, painting, changing of oil in trucks.
- B. Installing equipment. Shall only be done with supervisor present.
- C. Air conditioner filters shall be kept clean.
- D. Fluid levels on trucks shall be checked daily and filled if needed.
- E. Any other maintenance that may be required by this article.

- 10.) Telephone shall be answered accordingly "Good morning/afternoon" Station number and operator name.

11.) Mail shall be collected by on duty operator and forwarded to proper bins, chief, president, treasurer, etc.

12.) Morning Priority Activities

- A. Truck shall be checked by visual inspection and all fluid levels double checked and filled.
- B. Truck shall be started twice daily and battery checked of fluid levels.
- C. Warning lights shall be checked each and every morning for operation.
- D. Radio check shall be answered each morning at 7:45 a.m. in station and trucks and portables.
- E. Check all equipment on truck pertaining to Article 6.
- F. Assure that the grounds and station are presentable to the public.
- G. Station shall be opened at 7:00 a.m. and the bay doors shall be closed at 5:00 p.m.

13.) Respond to all emergency calls for which your assigned engine is dispatched.

14.) Change of Shifts

- A. At change of shift, each operator shall assure that all equipment is on engine before receiving truck from outgoing operator.
- B. Also, make sure station meets incoming operators demands.

15.) Tests Performed

- A. Hose shall be tested and rotated on trucks annually or as needed.
- B. Trucks shall be tested annually or as needed.
- C. Hydrants shall be tested semi-annually and recorded.
- D. Each operator shall be required to flow water with his/her pumper from a hydrant at least each shift.
- E. Any other as required by this article.

16.) Department T-shirts shall be worn during all working hours, this means that the LBCPVFC T-shirts shall be worn, no other T-shirts from any other department will be allowed. This also includes caps which shall be worn during working hours if the employee does wear a cap, this cap will be the one issued by the department if so desires to wear a cap on duty.

17.) Primer oil shall be checked daily and filled if needed. Use SAE 30 oil.

18.) Visitors shall be greeted with courtesy always and they may use the phone and restrooms with respect to the public.

19.) Duties on Fire Scene

- A. Respond to fire safely and cautiously.
- B. Arrive at scene and give disposition (Unless officer on scene).
- C. Locate fire hydrant or alternate water source.
- D. Operate truck/pump and give water to fire scene.
- E. Do not leave pump panel unless told to do so by ranking officer.
- F. Complete all reports and make accurate account of all members on the scene.
- G. Oversee equipment being removed from truck and assure that it is returned before leaving the scene.
- H. Any other assignment thereof.

20.) Upon Return from Fire

- A. Tank will be refilled and flushed if used from draft.
- B. Fluid levels in truck shall be checked, including primer oil and fuel, and oil levels.
- C. All equipment used will be cleaned and lubricated if needed.
- D. Trucks will be clean and presentable.
- E. Reports will be completed before end of shift.
- F. Any other duty as assigned.
- G. Breathing apparatus if used will be checked and cleaned and bottles refilled. Masks will be washed.
- H. If return from fire after 5:00 p.m. leave truck for next day to clean.
- I. If the operator returns from a fire call after the hour of 5:00 p.m., that operator shall leave that truck as is to be cleaned by the next person on duty.

21.) Hosetender shall be kept cleaned and maintained same as trucks.

22.) Kitchens shall be kept clean including sinks, cabinets, refrigerators, dishes, and glasses, pots and pans. This also includes counter tops as well as the stove and oven areas. No operator shall be relieved from duty, leaving a problem such as this to another operator. A warning shall be issued to any operator who leaves of such actions.

23.) Training with apparatus shall be required when called upon to do so by any officer or member requesting such.

24.) Inspections, demonstrations, public relations shall be done periodically during regular working hours.

25.) There shall be periodic operators meeting to discuss employee complaint wages, and working conditions and to update employees on new trends and techniques within the fire service profession.

- 26.) Employees must abide by all standard operating procedures as adopted by his company.
- 27.) **Leisure Time**
- A. There shall be no lounging or watching television as well as playing with computers or video games while in the view of the general public.
 - B. Lounging between the hours of 7:00 a.m. and 5:00 p.m. shall be allowed providing all daily duties are completed and is done with the discretion of the public; any fire officer may give that operator a task to do which would cease lounging due to work needed to be done.
- 28.) Smoking shall be prohibited when visitors and children such as school groups are present in the fire station. No smoking in the fire station. No smoking on any fire scene. Failure to comply by such shall result in suspension.
- 29.) Turn on heater or air conditioners for functions.
- 30.) Any other duty that may be required by this company whether it is emergency or non-emergency.
- 31.) Contact Fire Chief for different occurrences or decisions.
- 32.) Alcohol, narcotics, and firearms are strictly prohibited on premises.
- 33.) If at any time an employee is under prescription drugs that may cause drowsiness or may limit employee's function it shall be mandatory to contact the Chief or available officer.
- 34.) Appropriate drivers license must be in possession at all times while on duty.
- 35.) Each employee shall and must pump his/her truck from hydrant each shift. This shall be mandatory.
- 36.) Each employee while on duty shall carry his pager and portable radio. Portable radio shall be carried in assigned case always on duty.
- 37.) Each employee shall carry an ink pen (Black) and shall have it in his possession to complete reports. Reports shall be completed and turned in to Station 40 and given to Fire Prevention Chief.
- 38.) No one at anytime shall pursue any unsafe acts without supervision this includes ladder climbing, jacking, or lifting vehicles, fooling with electricity or other potential hazard duties.

- 39.) Sign rentals shall be checked and put up daily. Money shall be turned in to the treasurer.
- 40.) Lights shall be turned off every morning. Failure shall result in suspension.
- 41.) Any and all messages shall be forwarded to the correct officer
- 42.) Any nonmember shall not be allowed to tamper with any fire apparatus or fixture thereof.
- 43.) Everyone and everything done at the stations must be logged into the log book. This means that if someone enters the station they must be logged in as well as logged out once they leave the premises.
- 44.) All equipment assigned to particular truck shall stay on that truck unless told otherwise. All tools shall remain at the station.
- 45.) Any abuse, neglect, damage or unauthorized alteration of any apparatus or equipment shall result in suspension or termination.
- 46.) It is mandatory that any time a truck leaves the station, the operator goes 10-11 or 10-08 if he or she is in route to a roll. The 10-11 status shall be used as well as the task provided, such as 10-11 training or 10-11 for fuel.
- 47.) Employee time sheets shall be turned in to Station 40 before 10 am on the day before payroll is called in, which is on Thursdays, every other Thursdays of the month. Failure to turn in time sheets on the specified day shall result in the Employee getting paid on the next regular payday. If that employee decides he or she would like to get paid, then the employee may request to do so by paying the fee to have their payroll done at the employee's cost in full.
- 48.) Apparatus shall not be used to turn in time sheets at Station 40. It shall be the duty of each employee to see to it that his/her time sheet is turned in on their time. Apparatus shall not be allowed to leave district for simple matter such as this.
- 49.) Fire apparatus shall not be used to perform personal errands or pick up supplies at any other station or anything thereof without prior permission from chief or superior officer. Trucks leaving their assigned area without authorization will result in suspension.
- 50.) Operators shall remain with their assigned truck when on emergency scene. He/she shall not leave control of the truck until advised or relieved with permission from chief officer.

- 51.) Operators on emergency scene shall assume the duties of an operator unless told otherwise by a chief officer. No operator at any time shall neglect his/her primary duty.
- 52.) All operators are equal. No operator shall assume he/she is more superior than the other on scene. No operator shall curse out or criticize another operator or anyone on or off the scene.
- 53.) Operators shall be under direct supervision of the Fire Chief or his assistants.
- 54.) Personal vehicles shall not be allowed in fire station at no time. Parking areas are as follows: Station 40-rear, Station 41-front lot, Station 42-side of station, Station 43-Front lot.
- 55.) Personnel gear shall not be allowed in the fire station in immediate public view. This includes VCR's, suitcases, atari's, stereos, radios, games, and computers.
- 56.) No person shall possess or allow anyone on property owned and or lease by this company to possess, consume, or dispense any alcoholic beverage or narcotic substance. This includes employees, members, and visitors.
- 57.) No employee shall at any time make any statement to the news media, press, or anyone else seeking information about operations of this department or any emergency. General information only shall be allowed. All news media release shall be made by the Chief or his designated failure to abide by this can result in suspension. Only prepared press releases will be allowed.
- 58.) No employee shall make any false or inaccurate statement to anyone pertaining to this department.
- 59.) Persons seeking information such as civil defense, Fire Alarm, 911, emergency management, etc. shall be given appropriate source to speak to.
- 60.) Failure to report damage in writing to any departmental property can result in suspension or termination.
- 61.) Failure to return equipment to fire apparatus after use can result in suspension or termination.
- 62.) No employee shall use his/her official position to obtain anything of importance or expect a gratuity for a service rendered anything of value shall be forwarded to the fire company.

- 63.) Employees shall not try to avoid a call for assistance because he/she thinks it is a stupid call or unnecessary. Remember, we help everyone and they expect it. All calls for assistance shall be forwarded to a chief officer for screening. Due to the severity of the call, the operator on duty shall dispatch the incident immediately.
- 64.) Employees shall not make visits or social calls while on duty. You are getting paid to man a fire station not entertain friends or attend social borings.
- 65.) While on duty, no operator shall permit personal pursuit to overtake operation of the fire station, nor shall this fire company suffer neglect to personnel interests.
- 66.) Pornographic books, movies, or paraphernalia shall not be allowed on the premises at any time. Failure to abide will result in termination.
- 67.) Periodic station assignments will be made on occasions due to manpower shortages and area familiarization.
- 68.) Any employee caught in possession of stolen property on department premises shall be terminated.
- 69.) Employees shall not take anything of value from this company without first obtaining permission.
- 70.) Locked doors shall not be jimmed open for any reason. If we wanted you to get in, we would have given you a key.
- 71.) This company will not be responsible for personal items left in fire stations.
- 72.) Telephone usage shall be limited to 5 minutes for personal use. Long distance phone calls shall not be made without permission to do so. The charges will be deducted from your paycheck. This includes unnecessary information (411) and (976) numbers.
- 73.) Telephones is for this company's business purposes only! Telephones shall be answered in 5 rings with the exception of chores and fire rolls.
- 74.) Unauthorized persons shall not be allowed to ride or tamper with fire trucks or fire station.
- 75.) Spousal or family harassment will not be allowed while on duty via telephone or in person.
- 76.) Fighting or arguing on fire company premises will not be allowed.

- 77.) Employee shall not have facial hair. Mustaches will be accepted. No beards or long side burns allowed also no goatees.
- 78.) Employees shall always have fire apparatus and station ready and clean for inspection by Chief, Board of Directors, members, or public.
- 79.) Employees shall not interfere with the operation of ambulance personnel or their property or business.
- 80.) Change of shifts shall not be performed until relief comes in to relieve you. In the event that your relief does not come in, you are subject to man that station until such time to be relieved by another operator. If an employee leaves a station unmanned, that employee shall be terminated.
- 81.) Employees shall not discuss while on duty complaints to the general public pertaining to wages, departmental operations, or duties or any operation of this department that is on non-importance to the public.
- 82.) While on duty, employees shall not perform any duty or profitable work other than which is assigned by this department. This would be considered public payroll fraud which is a felony.
- 83.) Item owned by this department shall not be taken in to possession by employees for personal usage.
- 84.) Exceptions to the above rules are allowable within limits of these regulations when performed for the protection of life or property.
- 85.) Friends or family will only be allowed to visit between 5:00 p.m. to 9:00 p.m.
- 86.) Children will not be allowed to play in stations. Any juveniles within any station after the hours of 9:00 p.m. seen inside of the station, as well as outside in the bay area, the operator on duty may be discharged from service. Any family member who visits the stations between the hours of 5:00 p.m. and 9:00 p.m. who have a juvenile in their possession must first call the Chief for permission.
- 87.) Volunteer members must get permission to sleep over at any fire station from the Fire Chief. Any operator who decides to sleep over any of the fire stations must get permission from the Fire Chief.
- 88.) Failure to report personal injury or accident in writing to the Fire Chief within 24 hours can result in suspension or termination.

- 89.) No vacation will be given in the month of December and the beginning of January.
- 90.) There will be no body piercing such as tongue, lips, nose, ears, eyebrows, or any place else which may be in the view of the general public or interfere with your job duty.
- 91.) No operator shall come to work with chains around their neck unless these chains are tucked into their T-shirt; this item is a severe safety problem on and off the scene.
- 92.) Emergency duty shall be called upon by the Fire Chief to supplement manpower shortages as well as disasters which may occur, such as hurricanes, tornadoes, overturned tank car, motor vessel disasters, etc. Mandatory overtime occurrences such as these may be called upon at any given time.
- 93.) All fire reports shall be turned into Station 40 and given to the Fire Prevention Chief. The report shall consist of narratives, which the operator shall fill out fully. In this report, the operator shall write what was done at the scene of that incident and times and units of such.
- 94.) Each operator shall record all volunteer members as well as firefighters who attend call outs with efficiency.
- 95.) There will be no animals inside or outside of any of the Fire Stations namely station numbers 40, 41, 42, 43; Any animals within these boundaries shall be subject to removal if found on these premises. The removal of such animals shall be provided by the Parish animal shelter. Any animals noticed at the stations, the operator on duty shall call the Chief for its removal.
- 96.) Every Friday, each operator on duty shall fuel up his/her particular unit before 5:00 p.m. in which case the fuel depot will be closed.
- 97.) Each operator shall abide by the directives of each station Captain.
- 98.) All purchase orders shall be turned into Station 40 at each shift change as well as all slips and billings.
- 99.) All employees who fall sick must return a doctor's note of such appointment before the next scheduled tour of duty, unless the employee is admitted into hospital care.
- 100.) Weedeating around stations and ditches are to be completed on Fridays. Only exceptions are because of weather, or other chores that need to be done by

orders of the chief officer.

- 101.) Operators on the scene shall obey the orders of the chief officer in charge of any emergency scene.
- 102.) All operators are subject to drug and alcohol test at any given time needed to promote a drug and alcohol free work place.
- 103.) Each operator may on any occasion be required to do fire preplan with the fire prevention chief as requested by him or her.
- 104.) Every operator who works at Station 42 shall have full dress uniforms whenever doing fire prevention at the Senior Center and shall wear it accordingly.
- 105.) No paid operator shall wear any department item such as jacket, T-shirts, caps, and badges onto a place of establishment when off duty, such places as barrooms, fairs, lounges, or any place where alcoholic beverages are being served.
- 106.) All employees are subject to firefighting efforts in which when called upon to do so, the operators shall fight fires and someone will then operate the pump in his/her relief.
- 107.) All operators after a training session shall get the needed supplies and return to their proper stations as soon as the class has ended.
- 108.) Each operator shall return to their designated station when a chief officer has told them to do so. In such cases as 10-19, or return 10-11.
- 109.) Each operator shall carry their station assigned pager only on them when on duty and each operator shall also carry their station assigned radio in the designed carrying case on their side when on duty on the proper fireground channel.
- 110.) Each employee is on a 6 month probation period, full time or part time status which means that if the probation is violated, that the employee maybe discharged at any given time due to the severity of the reprimand at the Chiefs discretion.
- 111.) Payroll checks shall be picked up at station # 40 at 2 pm on the payroll days, unless a payroll problem arises. The payroll shall be given on the date of Friday which is every other Friday the date of payroll.
- 112.) **Reprimand**

An employee shall be reprimand accordingly:

- 1). Employee on first offense shall receive verbal warning or written reprimands according to the severity.
- 2). On second offense employee shall be suspended for a day or days.
- 3). Termination
- 4.) It shall be noted also that at anytime an employee commits an insubordinate act or acts that reflect with unprofessionalism necessary action shall be taken accordingly to the severity and suspension or termination can be implemented without verbal or written reprimand.

- 113). Whenever an Employee quits or leaves his employment with this Department he will be paid on the next regular payroll date. The Employee must turn in all equipment and items which belong to this department before the next pay date. If the Employee has not turned in the items and equipment, then the Department will hold the costs of such items on the payroll check owed. The payment to the former Employee will be sent by certified mail with returned receipt, to his or her address.
- 114). There will be no parking of Employee vehicles inside the bay areas, due to the fact that this is not policy of Employee areas of parking. Article 54 shall be the designed areas of parking for all Employees, also note that at 5:00 pm in the evening, that this does not give the Employee the right to park at a different location than specified in article 54.
- 115). There shall be no washing of Employees personnel vehicles at Fire Stations, the Employee is paid to man the Fire Station. After 5 pm there will be no washing of the Employees vehicle at any of the Fire Stations.
- 116). There will be no parties at any of the Fire Stations, unless this is a Fire Department function designated by the members of this organization. As an Employee a Friend or Family member may come to visit you and they must leave at the time specified in article 85.
- 117). Employees at station # 42 may use the upstairs to shoot pool, the windows must be closed after each use which may cause damage to the upstairs if rain comes in.
- 118). Only Firefighters or Members from this department may use the weights at the Fire Stations due to the nature of injury which may occur.

- 119). There will be no loud music at any of the Fire Stations during working hours as well as night time hours which pose a problem to the Citizens of this area. Your personnel vehicle, station radio box, or loud speakers will not be used on Company property to pose such a problem.
- 120). Another reminder, that engine oil shall be checked each and every morning, there will be no excuses that an engine is a gallon or gallons low. Depending on the out come of the incident an Employee may be reprimanded, or suspended.
- 121). During a Fire Callout of another department, the Paid Operator of this department shall show courtesy towards another departments firefighting tactics, such as radio procedures. Paid Employees shall not interfere with radio transmissions which serve no purpose, and which may cause serious injury to another firefighter. When you go to training, fire prevention, special assignments, or for fuel, and there is another department working an incident, you should first call Fire Alarm of your intentions by phone. When you come back from the above possible types of assignments, you should again call Fire Alarm by phone if the incident from another department is still working.
- 122). During a Fire callout, you as a Paid Operator will be the sole person driving that fire vehicle to a incident scene, unless told so differently by the Fire Chief or Chief Officer of that scene. At no time will a former Employee or bystander take the control of your vehicle or pump panel or talk on your fire ground radio.
- 123). If an Operator needs relief time, or would like to change shifts with another paid Operator, the Fire Chief shall be notified of such change. If you work for another Operator you must put the time and date you worked for that Operator on your time sheet so that you will be paid for that time. If you were the Operator giving or loosing the time, then you must subtract the time from your time sheet so that you will be deducted for that time.

Effective February 5, 2004 (Revised)

The following shall be a listing of some of the duties expected of the Paid Operators of the Lafitte Barataria Crown Point Volunteer Fire Company. This listing of duties may be changed at anytime in which the Fire Chief deem necessary. It shall be the duty of each Employee to carry out his/her assigned duties to the best of his/her ability.

Duties of Operators: ****SOG's (Standard Operating Guidelines)****

- 1). Put up the flag in the morning, and take it down in the evening.
 - a). including holidays & weekends.
 - b). half mask at the death of a member.
 - c). half mask at the time of local, state, & national request.

- 2). There shall be no one at any of the Fire Stations 40,41,42,43 after the hours of 9pm in any given day, unless a Fireline Officer, Member, Firefighter, or Board of Directors come into the station. The Employee may have someone stay longer ONLY if that Employee has obtained permission from the Fire Chief. In the event that someone is noticed after hours without that proper permission a warning, suspension, or termination maybe given to the Employee dependent upon the problems given to the Fire Chief at that particular time.

- 3). Cleanness:
 - a). stations shall be kept clean including sweeping, dusting, mopping, cleaning of windows, walls and all attachments thereof.
 - b). bathrooms shall be kept clean, including toilets, showers, tubs, mirrors, and face bowls, as well as all attachments thereof.
 - c). living quarters shall be kept clean, following each step of this article.
 - d). truck bays shall be kept clean, including oil spots, leaves, dust and grease spots within the bay floor area.

- 4). Trucks shall be kept full of fuel at all times, regular fuel up day shall be on Fridays, each operator should call station #40 for any supplies, or ice needed for that week.

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5). Water coolers shall be kept full of ice and water at all times for firefighters, failure to do so will result in suspension. These water coolers shall be inspected by the Fire Chief at different times during shift work for cleanness of the interior of the cooler.

6). Trucks & Equipment

- a). trucks shall be kept clean, this includes the washing of the exterior and interior of the truck as well as chamois dry after each wash. NOTE no spider webs inside cabs of trucks.**
- b). all equipment shall be kept clean and running, such as generators, amkus pumps, power saws, and gasoline operated equipment. All equipment shall be checked for fuel and lube and shall be started at each shift change.**
- c). breathing apparatus shall be checked daily and recorded in the operator check list as SCBA and spare cylinder checks. Please wash all SCBA mask once weekly or as needed.**
- d). all equipment shall be kept clean and lubricated, and all fluid levels such as engine oils, water, battery fluids, primer oils, and water tank levels shall be checked daily.**
- e). trucks shall be waxed when needed per request of Fire Chief.**

7). Grass shall be cut on Thursdays, and on Fridays the yard shall be weedeated around the cement partitions, driveways, walkways, or any attachments thereof. You maybe excused from cutting the grass or weedeating only if the Fire Chief has given you that permission that your lawn is OK until next schedule cutting time. Failure to cut the lawn or weedeating on these specific days may result in written reprimand, suspension, or termination dependent on the amount of suspension or write ups you may have, per article 91 of Duties of Operators.

8). Keep all grounds clean:

- a). trash will be placed out for collection on Tuesdays & Fridays.**
- b). trash will be collected off grounds each and every morning.**
- c). bay areas and front or rear aprons will be cleaned each and everyday when needed or asked to do so by the Fire Chief.**

9). Maintenance:

- a). repairs as needed, including limited carpentry, painting, & cleaning of equipment.**
- b). changing of A/C filters shall be kept up by operators as needed.**
- c). fluid levels on trucks shall be checked daily and filled if needed.**
- d). any other maintenance which maybe required by the Fire Chief dealing with maintenance.**

10). Telephones shall be answered by giving the public the ideal that were are a fire department, such as fire station 40,41, 42, 43 as in Lafitte, Barataria, or Crown Point.

11). Morning Priority Activities:

- a). trucks shall be checked by visual inspection and all fluid levels double checked and filled if needed.**
- b). trucks shall be started TWICE daily once in the morning and secondly just before bay doors are closed, this is to ensure that our units are ready and available for response.**
- c). radio check shall be answered at 7:45 am each and every morning for trucks and stations.**
- d). all equipment shall be checked and ran for performance.**
- e). warning lights shall be checked for performance.**
- f). bay doors shall be raised at 8:00 a.m. and lowered at 5:00 p.m. the Fire Chief shall be the only one giving permission to kept bay doors closed in the event of bad weather or extreme cold weather temp.**

12). Respond to all emergency calls for which you were dispatched with your units. You may encounter a call-out which maybe in your area and you were not dispatched to. Your job is to respond to that particular area even if not dispatched to, too ensure that we will respond in a timely manner. Fire Alarm is not fool proof, they make mistakes, so let's be alert.

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13). Change of Shifts:

- a). at shift change, each operator shall assure that all equipment is on the proper fire apparatus from outgoing operator.**
- b). at shift change, the incoming operator shall only accept the responsibility of acceptance from the outgoing operator if that station meets the demands of the incoming operator. If a problem arises about station acceptance the operators should be able to handle the problem between each other. Such as an example, if the floors are filthy dirty the outgoing operator should mop to meet the demands of the incoming operator. Once the station is accepted by the incoming operator, the outgoing operator has been relieved from duty. If a problem at shift change does arise, the Fire Chief will be notified of the problem. If the floors are dirty once accepted, then the incoming Operator shall clean the floors.**

14). Test Performed:

- a). hose test shall be performed annually or as needed.**
- b). pump test shall be performed annually.**
- c). hydrants shall be checked by the operators twice a year or as needed per request by the Fire Chief.**
- d). each operator shall pump water through their assigned station pumpers at each shift change.**
- e). any other as required by this article.**

15). Uniforms:

- a). class A uniforms (light blue) shall be worn each and every day from 8:00 a.m. to 5:00 p.m. Department T-SHIRTS maybe worn after 5:00 pm each and everyday. Any caps or hats worn during working hours shall be those of the LBCP Vol. Fire Co. "NO MORE EXCEPTIONS"**

16). Primer oil used for pump primers on fire units shall be 30 weight graded oil, SAE 30.

17). Visitors or the public shall be greeted with courtesy ALWAYS, in which they may use the restrooms or phone (local calls only). Only during working hours (7:00 am 5:00 pm) may they be used due to operators safety and well being at the Fire Stations. PAGE 4

18). Duties on Fire Scene:

- a). respond to an emergency incident safely & cautiously.**
- b). arrive at scene and give a disposition (unless officer on scene).**
- c). locate the problem, try to solve the problem if small in nature. If not able to handle, help from other units and or volunteers are in response to your location.**
- d). operate truck/pump and give water to fire scene.**
- e). locate fire hydrant or water source.**
- f). don't leave pump panel when firefighters are in the building.**
- g). you maybe required to fight fires when relieved from pump panel by Fire Chief or IC.**
- h). complete all report information needed.**
- i). check your truck and make sure that all tools and equipment are back on unit.**
- j). any other assignment thereof.**

19). Upon Returning from Fire:

- a). water tank levels will be refilled and checked.**
- b). after engine has cooled, re-check fluid levels such as oil, water, fuel.**
- c). clean all equipment that was used.**
- d). if after 5 pm wash truck next day, or leave for incoming operator to clean.**
- e). all breathing apparatus must be clean upon return from incident. This includes mask, and also bottles must be re-filled and straps on SCBA's prepared for next call.**
- f). any other duty as assigned.**

20). Kitchens shall be kept clean including sinks, cabinets, refrigerators, dishes, glasses, pots, stove, counter tops, & floors. No operator shall be relieved from duty leaving such a problem as a dirty kitchen to another operator.

21). Training with fire apparatus shall be required when called upon to do so by a firefighter, or officer during regular working hours of (7:00 am 5:00 pm), the Fire Chief shall be notified of such an occurrence.

22). Operator meetings shall be periodic to discuss employee working conditions, complaints, and updated employee trends and techniques within the fire service.

23). The Fire Chief shall conduct inspections of equipment, apparatus, station appearance, ground inspections, and employee appearance periodically during an employee shift. The Fire Chief shall make decisions to properly evaluate the inspections, and to make changes if needed to correct problems which may arise.

24). Each employee must abide by all standard operating guidelines as adopted by this Fire Company.

25). Leisure Time:

There shall be no lounging or watching TV as well as playing with computers or video games while in the view of the general public. Lounging between the hours of 7:00 a.m. and 5:00 p.m. shall be allowed providing all daily duties are completed. The Fire Chief may give that Operator a task to do which would cease lounging due to work needed to be done.

26). NO SMOKING on any fire scenes.

27). Due to increase electrical bills, please turn off heat/AC when not needed. Sometimes due to weather it is most pleasant to work in the yard or station duties in bay area.

28). Contact the FIRE CHIEF for different occurrences or decisions.

29). Alcohol, narcotics, & firearms are strictly prohibited on Fire Department grounds.

30). Due to the Fire Department insurance policy FIREWORKS are banned on Fire Department property. This includes the firing and possession of any fireworks on Fire Department property. If a volunteer comes to the station with fireworks, please inform them of the policy.

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31). If at anytime an employee is under prescription drugs that may cause drowsiness or may limit the employee's function, it shall be mandatory to contact the Fire Chief before the next regular shift change.

32). Each operator shall possess an appropriate drivers license, in which the license shall be within his/her possession at all times.

33). Each employee shall and must pump his/her truck from a fire hydrant each shift. This shall be mandatory to ensure that the fire pump of the fire apparatus is in running operation for that shift.

34). Each employee while on duty shall carry a fire department pager and portable radio whenever going outside to perform duties. This is a mandatory function of the fire department, which ensures that the operator on duty is ready and available for a call-out.

35). Carry an ink pen while on duty for reports. BLACK ink pen, if you need one please contact Fire Chief, he will give you one.

36). No one at anytime shall pursue any unsafe acts without supervision from the Fire Chief. This includes ladder climbing, jacking, lifting vehicles, fooling with electrical wiring or tools, or any other potential hazard duties.

37). TURN OFF LIGHTS every morning, failure to do so shall result in suspension of an employee.

38). Any non-member shall not be allowed to tamper with any fire apparatus or tools or appliances, if they want to be a firefighter, then they should fill out an application.

39). EVERYONE & EVERYTHING done at the stations must be logged into the log book. This means that if someone enters the building or leaves the building log them in and the times of such. It is easy for the outer stations such as 41, 42, 43 to do this, because the Operator is the only one at the station, in which logging is very important due to the nature of an incident.

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- 40). All equipment must stay on the fire truck and compartments in which the tools or appliances are in. Please do not remove an item off the truck because you want to, this item might be very important to your job application as an operator.
- 41). Any neglect or abuse of equipment on a fire apparatus shall result in suspension or termination.
- 42). It is mandatory that anytime a truck leaves the station, for a non-emergency run that the operator go 10-11 and explain the task in which they are provided, such as 10-11 for special assignment, 10-11 for training, etc.
- 43). Employee time sheets shall be turned into Station #40 before 10 a.m. on the day before payroll is called in, which is on THURSDAY. Failure to turn in time sheets on the specified day shall result in the employee getting paid on the next regular payday. If that employee decides he or she would like to get paid, then the employee may request to do so by paying the fee to have their payroll done at the employee's cost in full.
- 44). Fire trucks leaving their stations without authorization from the Fire Chief for non-emergency situations shall result in suspension.
*****GIVE THE FIRE CHIEF A CALL*****
- 45). When on a fire scene/ incident scene operators shall remain with their fire truck to ensure proper tool management and hose and water supply placement to the scene and fire truck. If the employee can make a difference and is the first one there, then he/she will make the call. Such an example would be CPR, don't wait, do what you were trained to do CPR.
- 46). All operators are equal, no operator shall assume he/she is more superior than the other. No operator shall curse out or criticize another operator or anyone else on or off the scene.
- 47). Operators/Paid employee's shall be under the direct supervision of the Fire Chief of this department.

48). Personal vehicle parking at fire stations in the designed area, at no time shall an employee park in a handicap parking area. The fine for parking in a handicap parking is \$350.00, any police officer may issue that citation if they see a violation.

49). Personnel gear shall not be allowed in the fire station in the view of the public, such as games, computers, or any personal gear. If that gear is stolen at the station, then it is your responsibility, not the Fire Department's.

50). No person shall possess or allow anyone on the property owned and lease by this company to possess, consume, or dispense any alcoholic beverage or narcotic substance, this includes employee's member's and visitors. ANY EMPLOYEE who has alcoholic beverages within the station may look for another job. We do not and will not stand for drunks operating our equipment. Any employee who has a DWI offense, due to our insurance cannot drive a fire apparatus for this department.

51). No employee shall make ANY statement to the news media, or press or anyone else who wants information. If they call you at the fire station please give them the number of station #40, 689-2086 and tell them to ask for the Fire Chief. No news media personnel shall in anyway harass any Employee of this department, by means of intimidation and threats.

52). No employee shall make any false statements about this department or other employees to anyone. What you hear here stays here, what you don't know don't tell, & what you think you know is probably not true anyway.

53). Failure to report damage in writing about department property can result in suspension. If you damage a vehicle, let the Fire Chief know what is going on, give it to him in writing about the events which took place to cause this accident.

54). No equipment will be taken off the fire truck during any non-emergency situation unless the Fire Chief has been notified. PAGE 9

55). No employee shall use his/her official position to obtain anything or expect gratuity for a service rendered.

56). Employees shall not try to avoid a call for assistance because he/she thinks it is a stupid call or unnecessary. REMEMBER, we help everyone, and they expect it. If someone calls on the telephone about a situation which is life or property related to an emergency, call dispatch center for dispatch and respond. Every call is important to us, that is what we are getting paid to do, HELP PEOPLE.

57). Fighting on fire department property will not be allowed.

58). Family problems, keep at your house. You have a job to do, so lets keep your mind clear.

59). Unauthorized persons shall not be allowed to ride or tamper with fire trucks or fire stations.

60). Please answer the telephones, we now have call waiting, but we may have to get in touch with you so don't stray away from the phones for too long. If you are doing outside work, please call station #40 and speak to the Fire Chief to let him know what you are doing.

61). This Fire Company shall not be responsible for your personal items left at the Fire Station. If it is missing when you come back on your next shift don't bother calling someone or making a scene. You were warned of the outcome of personal items left at the Fire Station.

62). Locked doors shall not be unlocked for any reason. If we wanted you to get in we would have given you a key.

63). Any employee who is caught stealing something from this Fire Department is automatic terminated.

64). Pornographic books, movies, or paraphernalia shall not be allowed on the premises at any time.

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65). Employee's shall not have any party's at the Fire Station, if an event comes up, such as Christmas Day the employee may have family over to spend time and a meal may be served to his family. That goes for any Holiday in which an employee may have such an event. If at any other time an employee would like to have family or friends, that employee should call the Fire Chief for his decision.

66). Employee shall not have facial hair, mustaches will be accepted. No beards or long side burns allowed also no goatees.

67). Each fire apparatus shall always be cleaned for inspection by the Fire Chief of this department. This also goes for equipment which is to be kept clean and ready for usage.

68). Change of shifts shall not be performed until relief comes in to relieve you. In the event that your relief does not come in, you are subject to man that station until such time to be relieved by another operator. If an employee leaves a station unmanned, that employee shall be terminated.

69). Employee's shall not discuss while on duty complaints to the general public pertaining to wages, operations of the department, or anything of non importance to the public.

70). NO PROFITABLE WORK other than your regular assigned duties shall be performed by you while on duty at the Fire Station.

71). Exceptions to the rules are allowed within limits of these regulations when performed for the protection of life or property.

72). Friends & family will only be allowed to visit between the hours of 5:00 p.m. and 9:00 p.m., please call the FIRE CHIEF if you would like for them to stay longer. The Fire Chief is only a phone call away, so call him for those types of decisions.

73). Children will not be allowed to play in fire stations. Any juveniles within any station after the hours of 9:00 p.m. seen inside of the station as well as outside in the bay area, the operator on duty may be discharged from service. Any family member who visits the stations between the hours of 5:00 p.m. and 9:00 p.m. who have a juvenile in their possession must keep an eye out for them. In the event of a call-out, please make sure that the child is away from the bay area, because of the dangers of the emergency vehicle responding to the call.

74). Volunteer members must get permission to sleep over at any of the Fire Stations from the Fire Chief. NO OPERATOR shall give that permission to ANY MEMBER, failure of the Operator to comply shall result in suspension and if the problem continues that Operator will be terminated.

75). No vacation will be given in the months of December or January, due to the Holidays in which everyone wants off for.

76). There will be no body piercing such as tongue, lips, nose, ears, eyebrows, or any place else which maybe in the view of the general public or interfere with your job.

77). No Operator shall come to work with chains around their neck unless these chains are tucked into their T-shirt, this item is a severe safety problem on and off the scene. These chains which are kept out of the shirt can cause injury due to the crosslay sections of a fire unit which are pulled and when the Operator comes down from that task he/she could get the chain hooked onto the pulled discharged levers, causing that injury.

78). All bay doors at each of the Fire Stations shall be kept FULLY OPENED, not ½ way opened, due to the response to a incident call in which the door left ½ opened will be knocked down by the fire truck when in response. ½ bay doors left opened serve no purpose other than damage to a fire unit, SO LET'S KEEP THEM OPENED.

79). Emergency duty shall be called upon by the Fire Chief to supplement manpower shortages as well as disasters which may occur, such as hurricanes, tornadoes, tank truck over turn, etc. Mandatory overtime occurrences such as these maybe called upon at any given time.

80). All fire reports shall be turned into Station #40 and given to the Fire Prevention Chief for his approval and or dis-approval. The report shall consist of narratives, which the operator shall fill out fully. In this report, the operator shall write what was done at the scene of that incident and times and units who responded. We will not except narratives which serve no purpose, so let's write a good and full narrative, explain yourself.

81). Each operator shall record all volunteers members and paid staff who attend incident calls with efficiency. Please call other Fire Stations especially station #40 for any other volunteer who may have responded to that call-out.

82). There will be no animals inside or outside of any of the Fire Stations. Any animals within these boundaries shall be subject to removal. So keep your dog at your house not at the Fire Station.

83). Each Operator shall abide by the directives of the Fire Chief. The Fire Chief shall give the orders, command, work duties, and any other objective which is required.

84). All employee's who fall sick must return a doctor's note of such appointment, before the next scheduled tour of duty. We will try to work together with the other Operator who relieves you to work in your shift, until you arrive back at the Station.

85). Operators on the scene of an emergency, shall obey the orders of the Officer in charge of the emergency. Each emergency scene is different, sometimes you will do different objectives on different scenes, to solve the need for the problem in which you were called out to.

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86). All Operators are subject to a drug and alcohol test at any given time needed to promote a drug and alcohol free work place. If any Employee has been test to be intoxicated or on illegal drugs on Fire Department premises, while on duty, that Employee maybe terminated on the spot. The test for alcohol is done at the station, and the results are given right at the fire station. The drug test results take a few days to completed. All test results of positive, are reprimanded upon the discretion of the Fire Chief no exceptions.

87). Each Operator maybe required to do Fire Pre-plan with the Fire Prevention Chief when needed upon demand of the Fire Prevention Chief.

88). No paid Operator shall wear any department item issued, such as T-shirts, Badges, Jackets inside a barroom, lounge, or fair in which he/she are drinking alcohol beverages. This is a bad public image, in which some cannot hold alcohol consumed and starts some kind of trouble. By wearing the department issued items, this sends a message to the public that their Fire Department Employee's are drunks, in which we are not. So let's not spoil a good reputation to the rest of the employee's. If decide to go to any of the above establishments and get drunk, that's your business, but wear regular clothes not Fire Department issued clothing.

89). Each employee is on a 6 (six) months probation period, this is for full-time and part-time employee's. If there is any violation of policy within that time frame that employee may discharged at any given time due to the severity of the reprimand at the Fire Chief's discretion. So let's be efficient and understand the rules and duties of an Operator, any Employee not understanding the rules should get with the Fire Chief for clarification of such rules.

90). Payroll checks shall be picked up at Station #40 at 2 p.m. on the payroll days, unless a payroll problem arises with the person making payroll, in which the checks shall be given at that time. At no time shall the Fire Department give advance pay to anyone, this is not a practice of the Fire Department.

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91). REPRIMAND:

An Employee shall be reprimand accordingly:

- 1). Employee on first offense, shall receive verbal warning or written reprimands according to the severity of the offense. In either case the Employee shall have documentation placed within his/her files.**
- 2). Employee on second offense, shall be suspended for a day or days off, upon the determination of the Fire Chief of the offense.**
- 3). Employee on third offense, shall be suspended for a day or days off, termination is possible upon the determination of the Fire Chief of the offense that was committed.**
- 4). It shall be noted that at anytime an Employee who commits an insubordinate act or acts that reflect with unprofessionalism that actions shall be taken accordingly to the severity of the problem. Suspension or termination can be implemented without verbal or written reprimand upon the determination of the Fire Chief.**

92). Whenever an Employee quits or gets fired from his/her employment with this department, he/she will be paid on the next regular payroll date unless fired. The Employee must turn in all equipment and items which belong to this department before the next pay date. If the Employee has not turned in the items and equipment, then the Department will hold the costs of such items on the payroll check owed. The payment to the former Employee will be sent by certified mail with return receipt to his/her previous address.

93). There shall be no washing of Employee personnel vehicles at the Fire Station between the hours of 7:00 a.m. and 5 p.m.

94). If there are weights at any of the Fire Stations any member may use them at the station. Any non-member who would like to use them may not. Our insurance carrier will not cover their injury as of a non-member of the department.

95). There will be no loud music at any of the Fire Stations during any hours which might pose a problem to Citizens of this area.

96). During an incident call-out in which your unit is dispatched, you shall be the driver of that emergency vehicle. At no time shall any other person take your unit, you are the one who is trained and qualified for that position to drive and operate that unit.

97). ATTENTION: If another Operator needs relief time, or would like to change shifts, please call the Fire Chief for that arrangement. Due to the fair labor standards an Operator must work the 48/48 hour shift.

98). All bay doors are to be opened fully during work hours. All bay doors shall be opened no later than 8:00 a.m. each day to ensure to the Community that the Fire Stations are manned.

99). All vehicle unit check sheets shall be turned into the Fire Chief for each month no later than the 7th of each month to ensure that our units area checked each and everyday.

100). All SCBA packs and spare bottles shall be checked each shift to ensure to our Volunteers that these life saving pieces of equipment are ready for service. This includes the cleaning of mask, which are also to be cleaned each shift or as needed due to dust particles.

101). All fire report & narratives are to be turned into Fire Station #40 no later than the next scheduled shift change. All are to show that the information needed to complete the report are on the sheet in which the narrative is on. Failure to complete the narratives fully will be sent back to the Operator for more information that was present on your report. The Fire Prevention Chief upon review of the narrative will determine if enough information is on the report.

102). If someone needs to get in touch with the Fire Chief at any of the Fire Stations, please contact the Fire Chief or leave a message for him. A lot of messages are withheld, this will cease as of this duty of an Operator SOG is written and comply with. The Fire Chief has a cell phone, & pager issued, please call him if needed.

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103). The Operator while on duty will check equipment, run unit, run & check generators, pump unit, & wash all fire trucks at the station including the spare fire apparatus. These spare units are your second means of fire suppression during incident calls, please check & run these units as if they were your primary ones. Failure to do so will result in reprimand, again clean, check, run & pump these spare units.

104). Each Operator when running his/her fire unit shall throttle up the engine to 15/1500 RPM which will ensure that the battery is in a charging mode. Once you checked your emergency lights on your fire unit, please take them off so that your unit may charge that battery. Lets run that unit for at least 15 minutes each morning to ensure a fully charged battery.

105). Every 3 months these SOG's shall be read to each Employee, so that they may refresh themselves with the rules and regulations of the Department as well as new SOG's which maybe added.

106). Every 6 months each Employee shall be trained with the latest defensive driving course which shall be completed by each Operator. This defensive driving course shall be taught with video's and practical exams on defensive driving and techniques. Each Operator will complete this course due to the occupation we are in.

107). Every 6 months each Employee shall be shown a video on sexual harassment which shall be shown at the main fire station to each and every Employee. This is a serious and most important program in which we must all participate in.

108). Each Employee shall within a one year period of employment take a course from this department dealing with Hazardous Material Level One. After such course within a one year period of Employment shall be certified through LSUFETI state certification program. It is time that our Operators train and train to be the best that we can offer to the Community.

109). Each Employee shall within a one year period of employment take a course from this department dealing with Medical First Responder level. After such a course within a one year period of Employment shall be certified through the State of Louisiana EMS. This course is done with our Department once a year, and several times throughout the year at the Jefferson Parish Training Center.

110). Each Employee shall within a two year period of Employment take a course from this department dealing with Fire Fighter 1 State Level. After such a course within a two year period of Employment shall be certified from LSUFETI State Certified Fire Fighter 1. Again it is time that our Employee's be certify to fill their job requirements.

111). If a problem arises with one of the Fire Stations, equipment, fire units etc., it is the duty of each Operator to call the FIRE CHIEF about that problem. You are an Employee of this Department, you do not answer to anyone but the FIRE CHIEF of this Department as an Employee. If the FIRE CHIEF cannot be reached, call the next chain of Command Officer. If you would like, I could give some assignments to every Fire Officer and have an inspection once a day like it use to be. Then the Operator will not be able to accomplish all the task within that period, and many write ups will follow which will make the job of an Operator much harder.

112). No alterations at any Fire Stations are to be done without the approval of the FIRE CHIEF. Example, if you plant flowers without the FIRE CHIEFS approval you can bet that those flowers are history. This goes to any Operator who thinks that he is better than others, and does what he/she wants to do.

113). No Operator shall have any girl friends, boy friends, staying over any of the Fire Stations without the approval of the Fire Chief. Article 72 of this SOG states the times of the visits. If this violation is continued to be broken, then the Fire Chief will terminate the employment of the Employee no exceptions. The Fire Chief is a phone call away, so please call him, this is a very important and serious SOG.

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Visit our website at www.jpoig.net, click
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BY PHONE:

Call our tip line at (504) 528-4444

BY MAIL:

990 N. Corporate Drive, Suite 300
Jefferson, LA 70123

IN PERSON:

Contact us at (504) 736-8962 to schedule an appointment

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