

CHAPTER 16

MISCELLANEOUS PROVISIONS

Sub-Chapter A -- In General

Sub-Chapter B -- Prisoners

Sub-Chapter A

In General

SECTION 16:1. DREDGING OF FILL MATERIAL FROM BAYOU LAFOURCHE, WARD TEN, REQUIREMENTS

A. All applicants for permits and/or letters of no objection authorizing the dredging of fill material from Bayou Lafourche in the Tenth Ward of Lafourche Parish shall be granted said letters of no objection and/or permits only under the limited conditions hereafter set forth:

1. In the event that the dredging is to be undertaken off LA Highway 1 within the corporate limits of the Town of Golden Meadow, Louisiana, the applicant must first secure a letter of no objection and/or permits only under the limited conditions hereafter set forth:

2. The applicant must acknowledge that said permit is non-exclusive and non-assignable in whole or in part. The applicant must further acknowledge that said permit may be canceled or revoked by the Lafourche Parish Police Jury at any time, with or without cause, when in the opinion of the Police Jury the public interest may best be served through said revocation or cancellation. The applicant must further acknowledge that said permit is issued solely as an accommodation to the applicant, without consideration or enumeration of any kind to the Lafourche Parish Police Jury.

3. The applicant must acknowledge that the dredging operation authorized by the permit may create a nuisance and an inconvenience to owners of property adjacent to the area of dredging and also that the operations may violate or interfere with property rights of adjacent property owners. As a condition precedent to the issuance of said permit, the applicant must expressly agree to promptly discontinue said dredging operations upon receipt of written request by adjacent property owners objecting to such operations.

4. The applicant must acknowledge that the dredging and hauling of bayou fill material often damages the parish roadway system and often causes hazardous travel conditions on said roadways. As a condition precedent to the issuance of said permit the applicant expressly agrees to deposit with the Lafourche Parish Police Jury a bond in the sum of ten thousand dollars (\$10,000.00) with the understanding that the Police Jury shall in its discretion use said sum for the repair of any Parish roadway damaged through the operation of the applicant.

5. The applicant must further agree to limit its hauling operations to trucks having a weight not in excess of six (6) cubic yards.

(Ord. No. 1147, 6/12/74)

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SECTION 16:2. REPEALED

In previous editions of this Code, Section 16:2 incorporated the provisions of Ordinance No. 1337 (11/12/80) providing registration and licensing requirements for airboats and their operators. This ordinance was specifically repealed by Ordinance No. 1983, adopted July 10, 1991.

SECTIONS 16:3 - 16:49. RESERVED

SECTION 16:50. REGULATIONS GOVERNING BONDING AND SURETY COMPANIES WHEN PARISH IS BENEFICIARY

A. All bonds in which the Lafourche Parish Police Jury is named as the assured shall be issued by a company holding a valid license and/or authorized by the Commissioner of Insurance to conduct business within the State of Louisiana and must show proof of said license or authorization.

B. Should the State of Louisiana license of a bonding company, which assures the Lafourche Parish Police Jury, become invalid during the effective dates of said bond, it shall be the responsibility of the assurer to cause to be issued to the Lafourche Parish Police Jury, another bond of equal assurance within ten (10) days of invalidation.

C. Failure to furnish a valid bond within ten (10) days as described in Paragraph B shall result in the immediate cancellation of all permits issued by the Lafourche Parish Police Jury and discontinuance of all operations related to the project. New permits and the approval of the Lafourche Parish Police Jury shall be acquired before operations related to the project can be resumed.

D. Whoever violates any provisions of this Section shall be fined not more than fifty dollars (\$50.00) per violation. Each day any violation continues shall constitute a separate offense. Payment of the fine shall not excuse a violation and the violator shall remedy the violation. (Ord. No. 1229, 7/12/78)

SECTIONS 16:51 - 16:99. RESERVED

SECTION 16:100. VENDORS PREFERENCE

A. In awarding contracts and purchase orders, the Parish may give preference to:

1. The lowest responsible bid of vendors or contractors domiciled inside of Lafourche Parish over vendors or contractors domiciled outside Lafourche Parish provided the products or services are of equal quality and do not exceed by more than five percent (5%) the lowest bid received.

2. Products produced, manufactured, or grown in Lafourche Parish or harvested from the waters thereof which are in equal quality to products produced, manufactured, grown or harvested outside of the Parish, provided the cost of products, manufactured, grown or harvested in the Parish does not exceed by more than five percent (5%) the cost of products produced, manufactured, grown or harvested outside of the Parish.

B. The preference authorized in this Section however, shall not be given if:

1. It is not in the best interest of the Parish;
2. The additional cost is unreasonable;
3. The Parish's available resources are not sufficient to implement the preference provision; and
4. Preference would be in violation of any applicable law or of the intent of policies and procedures of the Parish or contrary to other factors deemed relevant by the Parish.

C. Every attempt will be made to distribute all Parish business equitably.

(Ord. No. 1742, 1/22/87)

SECTION 16:101 CONTRACTOR MINIMUM INSURANCE REQUIREMENTS

A. Lafourche Parish Government requires specific insurance requirements in a written agreement prior to the start of any work involving non-employees such as Professional Services, Contractors, Subcontractors, and Vendors.

B. GENERAL REQUIRMENTS

Each of the insurance policies maintained by a Contractor for work/services performed under an agreement must be endorsed as follows, in addition to any other requirements:

1. To provide to Lafourche Parish Government thirty (30) days written notice of cancellation, reduction of coverage or material change.
2. For liabilities and indemnities assumed by Contractor under an agreement, Contractor's Insurance policies (except with respects to Worker's Compensation and Employer's Liability) shall name Lafourche Parish Government as additional insured.
3. For liabilities and indemnities assumed by Lafourche Parish Government under an agreement, Contractors insurance policies shall provide that the Contractors' insurers waive their rights of subrogation against Lafourche Parish Government and their insurers.
4. It is understood and agreed that (i) such insurance provided by Contractor shall be primary to and receive no contribution from any insurance maintained by or on behalf of Contractor, and (ii) Lafourche Parish Government shall not be responsible or liable for any deductibles, self insured retentions and/or premiums of Contractor's insurance.
5. It is further understood and agreed that such insurance provided by Contractor shall not be reduced, voided, waived or in any other manner limited with respect to Government if Contractor violates any warranties, terms or conditions of Contractor's insurance policies.
6. Lafourche Parish Government reserves the right to require complete, certified copies of all required insurance policies, at any time.

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7. Any deductibles or self-insured retentions must be declared and approved by Lafourche Parish Government. Prior to entering into an agreement, and at the option of the Lafourche Parish Government either, the Parish shall accept and approve the deductible or self-insured retention, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Parish, or the vendor shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expense.

8. Insurance is to be placed with insurers with an A. M. Best's Rating of no less than A:VII. This requirement could be waived for workers' compensation coverage only for those vendors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

C. MINIMUM INSURANCE REQUIREMENTS

The required limits for coverage are as follows:

1. Workers' Compensation, as required by statute, and Employee's Liability Insurance, \$1,000,000 limits, covering Contractor's employees engaging in work/services under this agreement in compliance with applicable state, federal and/or maritime laws. Lafourche Parish Government shall be provided with a waiver of subrogation as well as listed as Alternate Employer. Contractor expressly agrees to comply with all provision of the Workers' Compensation Laws of the state or federal jurisdiction where the work/service is being performed. For work/services performed on or near water, and where applicable, the policy should be endorsed to provide the Harbor Workers' Compensation Act, and/or Maritime Operations coverage, Maritime Employer's Liability Including wages, maintenance and transportation, and coverage for Master and Crews.

2. Automobile Liability Insurance, \$1,000,000 limit, covering owned vehicles, leased, non-owned and hired vehicles.

3. Commercial General Liability insurance, \$1,000,000 limit, covering third party bodily injury and property damage to include the following:

- Premises and Operations coverage;
- Contractual Liability covering liabilities assumed under the Agreement;
- Products and Completed Operations Coverage;
- Action Over/Indemnity Buyback/
- Underground resources liability endorsement (when applicable);
- Broad form property damage;
- Pollution liability coverage.

4. Aircraft Liability insurance when aircraft (including fixed wing and helicopters) that are owned, rented or chartered are used in the operation under this agreement. The required limit of liability for aircraft liability insurance is \$1,000,000 and company will be restricted from flying over populated area (see attached Exhibit A).

Editor's Note: The original Ord. #4615 of 08/25/09 contained an attachment identified as "Exhibit A".

5. Marine Liability, Charters Legal Liability, and Towers Liability insurance when tugs, vessels or barges that are owned, rented, or chartered are used in the operations under this agreement. The required limit of liability is \$10,000,000 which can be provided under a separate, stand alone policy or under Contractor's Commercial General Liability or Excess/Umbrella Liability Coverage.

6. Watercraft Hull Damage insurance if owned watercraft are utilized, including a waiver of subrogation in favor of Lafourche Parish Government.

7. Architect, Engineers, and other Professionals shall maintain Professional Liability Coverage with limits of \$1,000,000. This coverage shall extend to all professional subcontractors employed by Professionals contracted with Lafourche Parish Government.

8. Minimum required limits can be obtained either with primary policies, and/or combination with excess or umbrella policies.

(Ord. No. 4282, 04/22/08; Ord. No. 4615, 08/25/09)

SECTIONS 16:102 - 16:199. RESERVED

SECTION 16:200. NAMING AND RENAMING OF STREETS; AUTHORITY; PROCEDURES ESTABLISHED

A. Under and by virtue of the authority conferred by LRS 33:9102, the Lafourche Parish Communications District is hereby granted the authority to provide for the identification and acceptance of the names of all streets, roads, and highways within the Parish, exclusive of municipal corporation boundaries, to decrease the response time of law enforcement and public service personnel to emergency calls by facilitating the systematic and expeditious location of such places without difficulty and ambiguity.

B. The identification and acceptance procedure of the naming of streets, roads, and highways by the Lafourche Parish Communications District shall be as follows:

1. Upon the identification of streets, roads, and highways by the Administrator of the Lafourche Parish Communications District, a 911 Street Resolution will be voted on at a monthly public meeting convened in regular session of the District to accept new street names or street name changes into the Parish System.

2. Upon acceptance by the Lafourche Parish Communications District, the designated street names will be submitted to the Lafourche Parish Planning Department, which will review the names and upon approval, issue a Letter of No Objection to said District. If the Letter of No Objection is issued by the Planning Department, a copy of such shall then be forwarded to the Department of Public Works as authority to have the street signs placed on these streets.

3. On periodic dates established by the Lafourche Parish Communications District, that being no less than once per year, all street names and street name changes shall be presented to the Lafourche Parish Council together in Ordinance form for formal updating of the official Parish map, in accordance with Article IV, Section A II of the Lafourche Parish Home Rule Charter.

(Ord. No. 2179, 12/8/93)

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SECTIONS 16:201 - 16:299. RESERVED

SECTION 16:300. PARISH CORONER COMPENSATION

A. The Lafourche Parish Council does hereby institute a salary based method of payment for the Lafourche Parish Coroner. The Coroner shall be paid an annual salary of twenty-five thousand dollars and 00/100 (\$25,000.00).

B. The Lafourche Parish Coroner shall have the authority to appoint two (2) assistant coroners, as per Louisiana Revised Statutes 33:1555 (A). Assistant coroners shall be paid an annual salary of twelve thousand dollars and 00/100 (\$12,000.00) each.

C. In addition to his salary, the coroner shall receive for the performance of an autopsy, the sum of two hundred fifty dollars (\$250.00), plus the cost of any laboratory tests actually incurred.

(Ord. No. 1867, 2/8/89)

SECTION 16:301 - 16:399. RESERVED

Sub-Chapter B

Prisoners

SECTION 16:400. USE OF PRISONERS IN PARISH DETENTION CENTER TO PERFORM PUBLIC WORKS

A. At the request of the governing authority of the Parish, and subject to the supervision and control of the Sheriff of the Parish of Lafourche, inmates sentenced to the Lafourche Parish Detention Center may be permitted to perform manual labor upon any of the public roads, levees, streets, public buildings, or other public improvements within the Parish of Lafourche. The use of inmate labor shall be limited to the collection and removal of trash and debris, cutting grass and weeds, and the cleaning of parish buildings and equipment.

B. No inmate shall be caused or permitted to perform manual labor in accordance with the provisions of this Section unless the inmate shall consent of his free will to perform manual labor and shall indicate his or her consent in writing upon a form to be prescribed and maintained by the Sheriff of this parish.

C. No inmate who agrees to perform labor in accordance with this Section shall be caused or permitted to operate any motor vehicle or any motorized equipment or instrument, except mowers for the cutting of grass and weeds; further, no inmate permitted to perform labor under the provisions of this Section shall perform the duties or functions or have the responsibilities of any full time employee of the Lafourche Parish Police Jury; under no circumstance shall the use of inmate labor provoke or induce the reduction of the work force of the Lafourche Parish Police Jury or any department thereof.

D. At all times when any inmate shall perform labor in accordance with the provisions hereof, said inmate or inmates shall be under the direct custody and control of the Sheriff of the Parish of Lafourche or one or more of his duly qualified and commissioned deputies.

E. Work assignments shall be issued by the maintenance superintendents of the Parish for their respective areas of responsibility, which assignment shall be transmitted to the Sheriff or to his designated deputy; transportation to and from the site of labor for the inmate performing labor shall be the responsibility of the Lafourche Parish Police Jury.

(Ord. No. 1262, 4/11/79)

SECTION 16:401. ESTABLISHMENT OF MEDICAL CO-PAY POLICY WITH REGARD TO PARISH INMATES HOUSED AT THE PARISH DETENTION CENTER OR OTHER ADULT CORRECTIONAL FACILITY

A. In compliance with and under the authority of Louisiana Revised Statutes 15:705, the Sheriff of any correctional facility of the Parish of Lafourche shall withdraw from an inmate's commissary account reimbursement for said inmate's medical psychiatric and dental expenses at the time expenses are incurred or as soon thereafter as the inmate's commissary account has sufficient assets for reimbursement for medical, psychiatric and dental expenses and shall reimburse such funds to the Parish of Lafourche.

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B. Except as provided for in paragraph C, below, reimbursements for medical, psychiatric and dental expenses shall be made prior to any other withdrawal from an inmate's commissary account.

C. This section shall not prohibit the withdrawal of funds for the purpose of payments under the Crime Victim's Reparations Act, court costs as authorized by law, and other withdrawals specifically authorized by the Sheriff, in that order.

D. The Lafourche Parish Detention Center shall establish written rules for the collection of medical, psychiatric, and dental expenses and for freezing assets in an inmate's commissary account and prohibiting withdrawals therefrom until the expenses are paid. The commissary account may be frozen regardless of the source of assets contained therein.

E. The medical, psychiatric and dental reimbursement shall be conditioned upon the following:

1. The initial medical evaluation upon entry into the correctional facility shall be made at no charge to the inmate.
2. Inmates shall be informed of the reimbursement requirement at the time a request for medical, psychiatric or dental services is made.
3. No inmate shall be refused medical, psychiatric or dental treatment for lack of funds.

F. The amount of reimbursement shall be according to the following schedule:

1. \$5.00 per sick call visit for medical, psychiatric or dental services.
2. \$5.00 per prescription.

G. Any inmate who is discharged or transferred to another facility shall remain liable for any reimbursement authorized by this Section.

H. If at any time an inmate's commissary account does not have sufficient funds to reimburse the costs of medical, psychiatric or dental services, the account shall carry a negative balance until such time as funds are deposited into that account. When funds become available, the medical, psychiatric and dental reimbursement shall be immediately deducted from the account.

I. If an inmate is discharged with a negative balance in the commissary account and that inmate is subsequently returned to any Lafourche Parish Correctional Facility, the unpaid balance shall immediately be collected from the new commissary account established upon entry to the correctional facility in accordance with the provisions outline herein.

J. Any inmate who is covered by a private medical, psychiatric, dental or health care insurer or any public medical, psychiatric or dental assistance program shall file a claim for the payment or reimbursement of medical, psychiatric or dental services provided while an inmate in any Lafourche Parish correctional facility.

K. For the purposes of this Section, the following definitions apply:

1. "*Inmate*" shall mean any person confined to Parish Correctional facility but shall not include inmates sentenced to the Department of Public Safety and Corrections who are in the custody of the Sheriff.

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2. “*Sheriff*” shall mean the Chief Law Enforcement Officer of the Parish and Keeper of the Parish Jail.

3. “*Commissary Account*” shall mean any account under the control of the correctional facility from which an inmate may withdraw funds.

L. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Section of the Lafourche Parish Code of Ordinances.

[RESERVED]