

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into this 9th day of April, 2018 ("Effective Date") by and between TO THE FRONT TO THE TOP Consultants, LLC, represented herein by its President, KENNETH P. BOUDREAUX ("Contractor"), and Sheriff Mark Garber, in his official capacity as Sheriff of Lafayette Parish, Louisiana ("SHERIFF").

NOW THEREFORE, for and in consideration of the mutual covenants, promises and payments as hereinafter set forth, the parties do hereby agree as follows:

1. Nature of Relationship.
 - a. It is agreed and understood by and between the parties hereto that Contractor is associated with the Sheriff only for the purposes and to the extent set forth herein, and his/her relation to the Sheriff shall be that of an independent contractor. This Agreement shall not be construed as an agreement of employment, a partnership or any other form of business entity. As such, Contractor shall not be permitted to participate in any benefits provided to employees of the Sheriff, including, but not limited to sick leave, retirement benefits, health and hospitalization benefits, vacation and holiday benefits and annual leave benefits.
 - b. It is further agreed that Contractor is responsible for the payment of all taxes due and any other statutory obligations which may be created as a result of this Agreement. The parties hereby acknowledge that the Sheriff has no responsibility for withholding any sums for payroll taxes, FICA or any other such employee related benefits or statutory requirements. As an independent contractor, Contractor acknowledges that it is his or her sole responsibility to provide for tax liabilities, or other statutory obligations, that might arise from the services rendered by Contractor on behalf of the Sheriff pursuant to this Agreement, which shall include, but is not limited to, his or her own worker's compensation insurance. Contractor further agrees to indemnify and hold harmless the Sheriff from any liability that might arise from Contractor's provision of services under this Agreement.
2. Obligations of Contractor.
 - a. Contractor agrees to provide such services as shall be determined by and between Contractor and the Sheriff for the purposes of building strategic relationships, conducting outreach activities and recruiting volunteers to promote social, educational and spiritual relationships between the Lafayette Parish Sheriff's Office and the community.

- b. Contractor duties include but are not limited to the following:
1. Participates in and represents the Sheriff at community and neighborhood events, dedications, special meetings and other community related activities as directed by the Sheriff or any designated representative of the Sheriff.
 2. Coordinates monthly meetings with concerned citizens and the Community Services Unit of the Lafayette Parish Sheriff's Office to address neighborhood/community problems and issues.
 3. Reviews and evaluates written policies, procedures and practices related to volunteer services, updating said policies, procedures and practices as needed.
 4. Develops and implements goals and objectives for the volunteer programs of the Lafayette Parish Sheriff's Office which reflect the expectation of the Sheriff and the mission of the Lafayette Parish Sheriff's Office.
 5. Seeks volunteers for the continued services at all facilities of the Lafayette Parish Sheriff's Office.
 6. Assists with on-boarding process and evaluation of volunteer programs and participates in regular volunteer appreciation events.
 7. Ensures that all areas under the control of the Sheriff and the Lafayette Parish Sheriff's Office are provided with volunteer services.
 8. Documents and tracks the service hours of all volunteers.
 9. Meets regularly with supervisory staff of each of the various divisions of the Lafayette Parish Sheriff's Office and conducts on-site inspections of volunteer programs.
 10. Completes such other tasks or assignments as directed by the Sheriff or any designated representative of the Sheriff.
- c. Contractor represents and warrants that it has no conflict, actual or perceived, that would prevent Contractor from performing its/his duties and responsibilities under the Agreement.
- d. Contractor assumes full responsibility for the provision of services contracted for under this Agreement. Subcontracting the provision of any services contemplated by this Agreement is strictly prohibited.

- e. Contractor shall report the time spent providing services pursuant to this Agreement via Kronos Workforce Central as utilized by the Lafayette Parish Sheriff's Office and through a Detailed Monthly Report that describes the activities performed by Contractor and the time spent on each activity during the previous month. Contractor agrees to prepare accurate, timely, and appropriate records for the services performed hereunder in accordance with Lafayette Parish Sheriff's Office policy, practice and expectations. Such records shall be recorded and executed accurately in a timely fashion.
- f. Contractor covenants and agrees that he will not, under any circumstances, provide services while in an impaired condition. The term impaired condition shall include, but is not limited to, under the influence of alcohol or mind-altering drugs, illness, or psychiatric condition. Contractor further covenants and agrees that he or she will notify the Sheriff or his designated representative immediately of any impairment.

3. Obligations of the Sheriff.

The Sheriff shall pay Contractor a sum equal to \$5,500.00 per month for services provided by Contractor for the purpose of satisfying the Contractor's above-listed obligations. Contractor shall be paid monthly based on a Kronos Report and "Request for Payment" form delineating the hours of service performed in the previous month and the Detailed Monthly Report of Contractor describing the activities performed by Contractor during the previous month. In further consideration for the services provided and in addition to the monthly payment by the Sheriff, Contractor, subject to the conditions set forth herein, shall be provided with a specifically designated, marked departmental vehicle for use by Kenneth Boudreaux for the duration of this Agreement in conjunction with performing the services contemplated by this Agreement.

Contractor shall be allowed by the Sheriff to maintain possession of the departmental vehicle for the Term of this Agreement. However, the sole permitted operator of the vehicle is Kenneth Boudreaux, who, absent the express written consent of the Sheriff, shall only be allowed to operate the vehicle in Lafayette Parish in connection with fulfilling Contractor's obligations under this Agreement.

Contractor shall record the mileage of the vehicle at the beginning and end of each day and shall submit a Monthly Mileage Report along with the Detailed Monthly Report referenced in Section 2(e) above. Contractor shall further be subject to and will comply with the Sheriff's General Orders regarding Vehicle Use in LPSO #161, Fleet Safety in LPSO #162, Fleet Accident/Incident Review Board in LPSO #163 and Seat Belt Use in LPSO #124, which are incorporated herein and attached hereto as Exhibits A, B, C and D. The provisions of this Agreement, however, shall govern and control in the event of any conflict with any of the provisions of the Sheriff's General Orders.

Contractor shall immediately return the departmental vehicle to the Sheriff upon the request, if the Sheriff, in his sole discretion, determines that Contractor failed to fulfill any of Contractor's obligations or violated any of the terms and conditions related to the use of a departmental vehicle pursuant this Agreement.

4. Term. The Term of this Agreement shall be one (1) year from the Effective Date of this Agreement.
5. Termination. This Agreement shall be subject to termination without cause by either party giving not less than thirty (30) days prior written notice to the other party specifying the date of termination. The Agreement may be terminated by either party without prior notice upon the failure of the other party to perform their respective obligations set forth herein. The Sheriff may also terminate this Agreement immediately in the event that:
 - a. The Sheriff believes that Contractor is behaving in an unprofessional manner;
 - b. Contractor fails to procure and maintain the required insurance coverage(s) and minimum limits provided for hereunder;
 - c. Contractor defaults on any of his obligations set forth in Section 2 or 3 of this Agreement;
 - d. The Sheriff determines that Contractor has provided services under this Agreement while in an impaired condition as set forth in 2(d); or
 - e. Except in the case of a bona fide emergency or impairment, Contractor fails to report for duty at the agreed upon time or to remain on duty until properly relieved.
6. Insurance. Contractor shall:
 - procure and maintain during the term of this Agreement, at Contractor's expense, a Commercial General Liability Insurance Policy providing insurance coverage for Contractor during the term of this Agreement in amounts not less than \$250,000 per occurrence and \$250,000 aggregate; Professional Errors and Omissions, \$1,000,000.00 per claim and \$2,000,000.00 aggregate; and Worker's Compensation Insurance required per Louisiana state statute;
 - be solely responsible for an self-insured retention or deductible losses under each required policy;

- ensure every required policy shall be primary insurance; [Insurance carried by the Sheriff shall be excess and not contributory insurance to that provided by Contractor]; and
- purchase or have the required coverage type on an “occurrence basis” with the exception of Professional Errors and Omissions Coverage which may be “claims made” coverage.

Contractor shall, without expense to the Sheriff, list the Sheriff and the Lafayette Parish Sheriff’s Office as additional named insureds on a primary and non-contributory basis on all liability insurance policies covering the services. The Workers’ Compensation insurance carrier shall provide a waiver of subrogation in favor of the additional named insured. Proper certificates evidencing such insurance, required herein, shall be furnished to the Sheriff prior to commencement of the services contemplated hereunder. All certificates of insurance must contain provisions indicating that no cancellation or change in such insurance shall be effected for any cause without thirty (30) days’ written notice being first given to the Sheriff.

Contractor acknowledges that failure to obtain and maintain such insurance on behalf of the Sheriff constitutes a material breach of contract and subjects Contractor to liability for damages, indemnification and all other legal remedies available to the Sheriff.

The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the Sheriff.

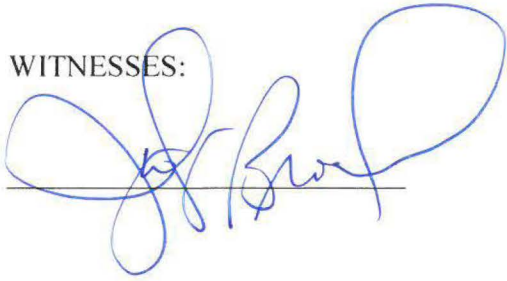
7. Indemnity. Contractor, to the fullest extent provided by law, shall indemnify, hold harmless, and defend the Sheriff, his employees, representatives, and agents, from and against any and all liability, claims, demands, actions, damages, losses, costs, and expenses (including, without limitation, all attorney’s fees) arising directly or indirectly out of or resulting from acts or omissions of Contractor, his employees, representatives, and/or agents relating to the performance of services pursuant to this Agreement.
8. Sheriff’s Property. Any and all information and materials received hereunder by Contractor from the Sheriff and/or the Lafayette Parish Sheriff’s Office are and shall remain the sole and exclusive property of the Sheriff and Contractor shall have no right, title or interest in or to any such information or materials by virtue of their use or possession hereunder by Contractor.

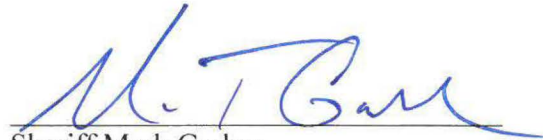
Any written reports, opinions and advice rendered by Contractor shall become the sole and exclusive property of the Sheriff, and Contractor shall have no right, title, or interest in or to any such information or materials by virtue of their used or possession hereunder by Contractor.

9. Confidentiality. The parties acknowledge, that as part of this Agreement, each party may have access to and may obtain individually identifiable health information or other personal information about youths participating in the program. Each party shall use appropriate safeguards to prevent unauthorized use and/or disclosure of such information and to otherwise protect the confidentiality of such information accessed or maintained under this Agreement.
10. Miscellaneous.
 - a. Governing Law. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Louisiana.
 - b. Force Majeure. Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
 - c. Severability. In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as if the portions adjudged invalid or unenforceable were not originally a part thereof.
 - d. Assignment. Neither Contractor nor his or her beneficiaries may assign, transfer or otherwise convey either the duties of Contractor to perform services hereunder or the right to receive payment therefor. The Sheriff may assign its rights and duties under this Agreement to any assignee, successor, affiliate or other related entity.
 - e. No Waiver. The failure of the Sheriff to insist, in any one or more instances, on the performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition and the obligations of Contractor with respect thereto shall continue in full force and effect.
 - f. Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the termination of this Agreement.
 - g. Amendments. Any amendments to this Agreement will be effective only if in writing and signed by the Sheriff and Contractor.
 - h. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and hereby supersedes all prior and existing agreements (written or oral) between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

WITNESSES:

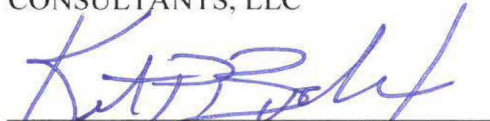




Sheriff Mark Garber,
In His Official Capacity as
Sheriff of Lafayette Parish
316 W. Main Street
Lafayette, LA 70501



TO THE FRONT TO THE TOP
CONSULTANTS, LLC



Kenneth P. Boudreaux, President
Post Office Box 92712
Lafayette, LA 70509

LPSO # 161	GENERAL ORDERS CHAPTER: Administration SUBJECT: Vehicle Use	LAFAYETTE PARISH SHERIFF'S OFFICE
RELATED CALEA 17.5.1, 53.1.1, 41.2.2		
RELATED LOUISIANA CODE		

PURPOSE: The purpose of this order is to establish guidelines for the proper utilization of and responsibility for departmental vehicles.

SCOPE: This order shall apply to all employees of the Lafayette Parish Sheriff's Office.

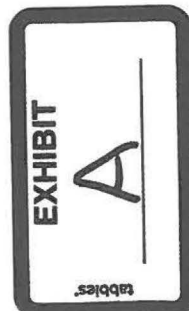
DISCUSSION: The utilization of departmental vehicles is necessary for the proper functioning of the Lafayette Parish Sheriff's Office. A significant liability accompanies the use of departmental vehicles. It is necessary that guidelines be established for employees to follow so that the liability of the Department is minimized.

POLICY:

I. Vehicle Assignment

- A. Department vehicles will be assigned to individual employees who work in positions that have been deemed as requiring a vehicle.
- B. The Sheriff, at any time, may reallocate vehicle assignments as he wishes.
- C. An employee to whom a vehicle is assigned shall sign a receipt, provided by Fleet Maintenance, acknowledging:
 - 1. Receipt for said vehicle.
 - 2. Receipt for Vehicle Use policy
- D. Responsibility for general maintenance and proper care of said vehicles:
 - 1. Responsibility for the vehicles rests on the person to whom the vehicle is assigned. However, the member using the vehicle is fully responsible for the proper care and operation of the vehicle while it is under his control. If ordered to loan an assigned vehicle by a superior officer, then the superior officer is responsible for the vehicle as above, and the member operating the vehicle while it is under his control. "Marked patrol" vehicles shall not be utilized by non-enforcement personnel and may not be loaned to other enforcement personnel without supervisory approval.
 - 2. When an individual is transferred, it is his responsibility to report to Fleet Maintenance within 72 hours of the transfer in order to obtain a replacement vehicle or have his vehicle reassigned.

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3. When an individual is terminated, immediately upon notification (verbal or written) he forfeits all department privileges, including the vehicle, and he shall not use or operate any department property under penalty of both Civil and Criminal Law. Arrangements will be made for the vehicle's immediate return to Fleet Maintenance for storage and/or reassignment.
4. When an individual is suspended he shall not operate any department vehicle. He shall leave his vehicle with Fleet Maintenance who will be responsible for reissuing the vehicle after the suspension is completed.
5. When an individual is IOD (Injured on Duty), he must present to the Insurance Section a copy of a doctor's certificate indicating that he is able to operate a motor vehicle before being allowed use of any department vehicle.

II. Pursuit Driving

A. Specifically:

1. No more than two (2) units involved in a chase, unless authorized by the Field Supervisor.
2. When such an incident arises, the Field Supervisor will take over the coordination of all such activity, including the canceling of any units.
3. In so doing, the Field Supervisor is then responsible for the pursuit and related activity.
4. Pursuits shall be handled in accordance with the Enforcement Division Pursuit Driving procedural order.

Note: The basic tactic in pursuit driving is to keep track of the fleeing vehicle rather than trying to catch the vehicle. Continuous broadcasts giving the direction and description of the vehicle usually results in more apprehensions.

III. Other Situations

A. Driving in High Water

1. No vehicle shall be operated in high water in such a manner to cause an excessive wake that may damage any property, particularly residences. Response to a Code (A) Adam call is an exception.

B. Servicing Vehicle after Use in Water

1. Any Department vehicle that was used in high water (12" or higher) must be brought to Maintenance for inspection and servicing (engine-transmission) at the earliest possible time after such use. This applies to all department vehicles.
2. Any vehicle that may have had the engine submerged in water shall not be operated, but shall be towed to Vehicle Maintenance as soon as possible.

IV. Department Vehicle Operation

- A. Department vehicles assigned to officers or employees or pool units are covered by liability insurance regardless of location.

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- B. Department vehicles shall not be operated outside of Lafayette Parish, while on-duty, without the immediate supervisor's permission. Travel outside Lafayette Parish on official business requires both departure and return mileage reports over the radio.
- C. The off-duty operating area of the vehicle is limited to Lafayette Parish. Employees residing outside of Lafayette Parish but within a 30 mile radius of LPSO headquarters (316 West Main Street, Lafayette, Louisiana) may utilize department vehicles to commute for duty only.
- D. All employees in operation of department owned vehicles shall observe all laws of the road and exercise courtesy and consideration toward the operators of other vehicles. Employees shall wear seat belts while operating or riding in department owned vehicles, except in tactical situations which would compromise employee's safety.
- E. All employees operating a department vehicle shall exercise good judgment in utilizing it. Employees shall drive department vehicles with reasonable caution to conserve their usefulness and preserve them at their highest operating efficiency. No employee shall operate the department vehicle so as to reflect discredit to the department.
- F. Employees who are provided department vehicles will not conduct any selling, peddling or commercial business of any type while using said department vehicles, either on or off duty.
- G. Employees who operate department vehicles are prohibited from making emergency runs while non-official passengers occupy the motor vehicles. This order shall not apply when other peace officers are injured, or ill persons are riding as passengers in a department vehicle while said vehicle's operator is making an emergency run in the interest of protecting life and property.
- H. Employees shall not permit non-police personnel to accompany them while engaged in routine patrol without expressed written permission of their commanding officer.
- I. Civilian and Non-Enforcement Personnel are not to be provided with transportation, except at the convenience of the department. When civilian or non-enforcement personnel are provided with transportation, the member providing transportation shall notify the Communications Center.
- J. While occupying a department vehicle, an employee shall not be attired in clothing that could be considered as offensive. Normally accepted sports shirts/blouses, shorts/skirts are approved. Jogging shorts, bathing suits, bare chests or "muscle" shirts are not approved.

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- K. To insure mobility and availability for department personnel, department owned vehicles assigned to officers may be used for limited transportation of off-duty employees within Lafayette Parish/ under the following conditions:
1. Radio contact shall be maintained at all times.
 2. Civilians should not be provided transportation except for emergency purposes as stated in Section IV, I, unless specifically authorized in writing by the Division Head.
 3. Authorized use of a department assigned vehicle off-duty will be, but not limited to, going to a grocery store, theater, church or restaurant, within Lafayette Parish provided no employee will utilize the department owned vehicle for transportation to any alcoholic outlet whose principal business is the dispensing of alcoholic beverages.
 4. Employees operating marked vehicles are prohibited from stopping at restaurants if two marked vehicles are already present at that location.
 - a) This should not prevent supervisors from going to the location in performance of their official duties.
 5. In any event, no officer or employee of this department will drive any department vehicle while consuming or under the influence of any alcoholic beverages. Undercover or covert operations are exempt unless the officer is not in control of his faculties.
 6. Officers must have their law enforcement credentials and firearm available when operating a department owned vehicle.
 7. While an officer is on Annual Leave, the department owned vehicle shall remain available for use by the department. If the officer will be off-duty for 5 consecutive regularly scheduled workdays or more, the officer may be required to deliver their assigned vehicle to fleet maintenance until the officer returns to duty depending on department needs.
- L. Motorcycles
1. Employees operating department motorcycles must wear a helmet at all times while operating.
 2. Motorcycle passengers are prohibited on department motorcycles.
- M. Pool Units
1. In the event an employee needs transportation for Sheriff's Office business, in town or out of town, and the employee is not assigned a unit or participate in the subsidy program, every attempt should be made to utilize departmental vehicles before a request is made for marked pool units. Non-enforcement qualified personnel shall not utilize marked patrol units.
 2. Employees assigned units or that participate in the subsidy program shall utilize available pool cars (marked or unmarked based on assignment) when Fleet Operations deem repairs are necessary for the safe operation of that vehicle. The use of other assigned departmental vehicles requires approval of the Fleet Operations Supervisor or the Employee's Department Head.

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V. Maintenance and Care of Vehicles

- A. An employee to whom a department vehicle is assigned shall refrain from:
1. Altering the mechanical or electrical equipment of the vehicle.
 2. Making any repairs, or having repairs made, except through the department maintenance or other such authorized service center. Emergency repairs may be made on the road to get the vehicle to a place of safety.
 3. Adding, removing, or altering the vehicle and it's accessories in any way without receiving permission to do so from Fleet Operations.
 4. Placing any equipment in the vehicle that draws power from the vehicle's mechanical or electrical systems without receiving permission to do so from Fleet Operations.
- B. An employee to whom a department vehicle is assigned shall:
1. Keep the interior and exterior of such vehicle reasonably clean. Exterior (paint) should be waxed every six (6) months.
 2. Present the vehicle for repair, service and adjustment whenever such is needed. Preventive maintenance is the responsibility of the assigned employee.
 3. "Maintenance and care of vehicles" forms must be completed by the employee each time he requests a service or repair. All applicable sections must be completed.
 4. Under no circumstances shall any weapon, ammunition, or portable police radio be left in a vehicle while such vehicle is being serviced or repaired. No weapon or radio will be left in view while parked out of service on a city street or parking lot.
 5. Personal articles should be removed when a unit is being serviced or repaired. The department is not responsible for any losses.
 6. Only those bumper stickers, decals and/or signs that are authorized by the department will be allowed. The driver of the vehicle shall be responsible for removing any and all unauthorized materials. No unnecessary articles or ornamentation shall be draped from the inside rearview mirror or placed anywhere in any department vehicle.
 7. Seat belts shall be worn by all operators and passengers of department vehicles, in accordance with LPSO # 124 (Seatbelt usage).
- C. Vehicle Inspection - Responsibility of Employee and Supervisor
1. Supervisors shall inspect all vehicles assigned to personnel under their command. The employee assigned the vehicle will be held responsible for their vehicle to pass inspection. Said inspection will include concurrence with local and state vehicle safety certificate (brake tag) and license requirements (vehicle and driver).
- D. The following equipment is required in all vehicles owned by the Lafayette Parish Sheriff's Office:
1. First aid equipment

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2. Fire extinguisher
3. Flashlight

Mark T. Garber, Sheriff

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LPSO # 162	GENERAL ORDERS CHAPTER: Administration SUBJECT: Fleet Safety	LAFAYETTE PARISH SHERIFF'S OFFICE
RELATED CALEA		
RELATED LOUISIANA CODE		

PURPOSE: The objective of this order is to establish a fleet safety program designed to reduce employee motor vehicle traffic accidents or incidents. It is also intended to create a uniform accident reporting procedure and serve as a guideline for determining responsibility for motor vehicle accidents involving Department personnel.

SCOPE: This order shall apply to all employees of the Lafayette Parish Sheriff's Office.

DISCUSSION: Impressing upon personnel the importance of employee safety and fleet accident or incident prevention are command responsibilities. Traffic safety programs should be initiated, to develop a conscientious concern by employees of the Sheriff's Office. Safe driving should be everyone's responsibility.

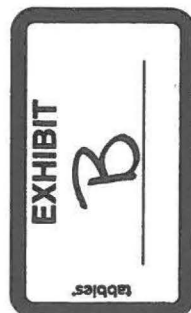
POLICY: It is the policy of the Lafayette Parish Sheriff's Office that all department vehicles will be operated in a safe and prudent manner. Employee's operating vehicles shall observe all laws of the road and exercise courtesy and consideration toward the operators of other vehicles. Employee's operating vehicles shall follow guidelines in this order in the operation of department vehicles and reporting of fleet accidents and fleet incidents.

PROCEDURE:

I. Definitions

- A. Department –Lafayette Parish Sheriff's Office
- B. Employee – An individual employed and/or commissioned by the Lafayette Parish Sheriff's Office.
- C. Fleet Vehicle – Any vehicle owned, assigned, leased, or otherwise utilized by the Department.
- D. Fleet Traffic Accident – A motor vehicle traffic accident involving an employee and a fleet vehicle under the following conditions:
 1. While the fleet vehicle is being operated by an employee.
 2. While the fleet vehicle is assigned to or is the responsibility of an employee even though said vehicle is not actually being operated at the time.

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3. Any act or omission of an act of an employee or any other driver that is a causation factor of a motor vehicle traffic accident involving a fleet vehicle. Physical contact by the fleet vehicle is not necessary to constitute this condition.
- E. Fleet Incident – A motor vehicle non-traffic accident or legal intervention involving an employee and a fleet vehicle under the following conditions.
1. While the fleet vehicle is being operated by an employee.
 2. While the fleet vehicle is assigned to or is the responsibility of an employee even though said vehicle is not actually being operated at the time.
 3. Any act or omission of an act of an employee or any other driver which is a causation factor resulting in damage to a fleet vehicle or...
 4. The incident is the result of legal intervention.
- F. Legal Intervention – A collision involving a fleet vehicle as the result of our officer intentionally using that force necessary to stop a continuing offense and make an arrest. Legal intervention shall only be used as a last resort and when there is danger of great bodily harm or death to innocent persons if such action is not taken.

II. Determination of Responsibility and Disciplinary Action

- A. Determination of responsibility relative to fleet traffic accidents or fleet incidents.
1. Simple Fault - a driver is at Simple Fault when the accident or incident is one that posed a minimal danger to life and/or property.
 2. Negligence - a driver is negligent when that driver operates a vehicle without conscious regard to circumstances, that are contributory to accidents and/or he otherwise lacks care and diligence in the safe operation of the vehicle without realization of potential danger.
 3. Recklessness - operation of a vehicle in a rash, irresponsible and/or wild manner marked by a total disregard for caution when that driver should realize that his actions could endanger life and/or property.
 4. No-Fault - a driver is not at fault when he is involved in an accident or incident while operating his vehicle within the law and the responsibility for that accident or incident rests with person(s) or object(s) other than the driver.
- B. Disciplinary Action relative to fleet accidents or incidents
1. Disciplinary action is to be taken after considering the accident report and determining the employee to be at fault. After the degree of fault is assigned, the following disciplinary action will serve as a guideline for fleet traffic accidents or incidents occurring within a five-year period. The Board shall not be limited to these guidelines in the event of unusual or extraordinary circumstances. The five-year period is defined as that period immediately preceding the date of the accident or incident under consideration.

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2. When considering the disciplinary action according to the table below, incidents and accidents should be considered separate types of incidents.
 - a. Disciplinary action concerning accidents should only consider accidents in determining if this is the first, second, or subsequent accident.
 - b. Disciplinary action concerning incidents should only consider incidents in determining if this is the first, second, or subsequent incident.

	SIMPLE FAULT	NEGLIGENCE	RECKLESSNESS
FIRST ACCIDENT OR INCIDENT	1)Letter of Reprimand 2)1 to 5 days suspension 3)Remedial driving course 4)Suspension of Off-duty use of departmental vehicle	1)1 to 10 days suspension 2)Remedial driving course 3)Suspension of Off-duty use of departmental vehicle	1)5 to 15 days suspension 2)Remedial driving course 3)Suspension of Off-duty use of departmental vehicle
SECOND ACCIDENT OR INCIDENT	1)Letter of Reprimand 2)1 to 10 days suspension 3)Remedial driving course 4)Suspension of Off-duty use of departmental vehicle	1)3 to 15 days suspension 2) Removal of driving privileges. 3)Remedial driving course 4)Suspension of Off-duty use of departmental vehicle	1)5 to 30 days suspension or dismissal 2) Removal of driving privileges. 3)Remedial driving course 4)Suspension of Off-duty use of departmental vehicle
THIRD & SUBSEQUENT ACCIDENTS OR INCIDENTS	1)Letter of Reprimand 2)1 to 15 days suspension based on severity of accident 3)Removal of driving privileges 4)Remedial driving course 5)Suspension of Off-duty use of vehicle	The penalty for a third accident shall in no instance be less than that mandated for a second accident of the same degree of fault; 1)3 to 15 days suspension 2) Removal of driving privileges. 3)Remedial driving course 4)Suspension of Off-duty use of departmental vehicle	The penalty for a third accident shall in no instance be less than that mandated for a second accident of the same degree of fault; 1)5 to 30 days suspension or dismissal 2) Removal of driving privileges. 3)Remedial driving course 4)Suspension of Off-duty use of departmental vehicle

NOTE: No Fault - The driver of a department vehicle that is not at fault shall be subject to no disciplinary action with regard to that accident or incident and his record will reflect exoneration.

3. Once a driver has completed a five-year term without being involved in an accident or incident that was his fault, that driver is to be disciplined according to first accident or incident disciplinary guidelines in the event he is found at fault in a subsequent accident or incident.

III. Reporting of a Fleet Traffic Accident or Fleet Incident

- A. Any employee of the Department involved in a fleet accident or fleet incident, regardless of the extent of damage shall:
 1. Immediately notify the Dispatcher and furnish the following information:
 - a. Location of accident or incident-give specific location.
 - b. Severity of accident or incident - fatal, injury, or property damage type. The need for ambulance service and/or special equipment required to aid the injured.
 - c. Road condition - whether blocked, partially blocked, or clear.
 - d. The need for wrecker service and/or special equipment necessary to protect the people and property involved and the motoring public from any further mishaps.
 - e. Type of collision/non-collision (not involving another motor vehicle), collision with other motor vehicle or vehicles (give number of vehicles involved including fleet vehicle), collision with bicyclist, a pedestrian, animal, train, etc.
 2. Unless the employee is disabled, he should render all necessary aid and assistance to the injured, protect the scene from additional accidents, and take precautionary measures to safeguard the property of all persons involved.
 3. Obtain names and addresses of witnesses. Written statements from witnesses should be obtained, if possible. Include passengers in the other vehicles involved.
 - a. If written statements are not obtained from witnesses, it should be requested that they stay at the scene until the handling supervisor arrives.
 4. Make no statements concerning responsibility for the accident or sign any waiver concerning the accident.
 5. Engage in no arguments and refer all complaints to the Watch Commander.
 6. If not injured, remain at the scene until the investigation is completed or until released by the investigating officer.
 7. Submit a written statement to the investigating supervisor giving a description of events surrounding such accident.
 8. A uniformed officer of the Department who is involved in a fleet traffic accident or fleet incident, or who is a passenger in a fleet vehicle involved, will not be allowed to conduct the investigation of that particular accident.
 9. Every operator of a departmental unit involved in a fleet traffic accident or incident must submit to a chemical test of his blood and/or breath, if the investigating officer has any indication that the operator of the department

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vehicle consumed alcohol or is under the influence of a controlled dangerous substance.

a. Except in cases involving serious bodily injury or death, the Department Fleet Accident/Incident Review Board shall handle cases where the blood alcohol concentration of the operator of a department vehicle is less than .08g%. However, if the blood alcohol concentration of the operator of a department vehicle involved in a traffic accident is .08g% or higher, the Fleet Accident/Review Board shall send this information directly to the supervisor of the Enforcement Division for disposition.

B. All employees of the Department shall adhere to these rules and regulations; however, since circumstances differ in each motor vehicle collision, the rules need not necessarily be followed in exact sequence. The employee must use good judgment to determine which rules have priority or are most practical to efficiently and effectively safeguard lives and property.

IV. Duties and Responsibilities of Personnel upon Notification of a Fleet Accident or Incident

A. General

1. The Watch Commander, or his designee, in charge where a fleet traffic accident occurs shall contact the agency having jurisdiction at that location. If it is outside the city or town limits, the Louisiana State Police will be requested to work the accident. The Watch Commander, or his designee, will work fleet incidents. This is to include all employees of the Department regardless of section, or office to which they are assigned.

B. Personnel at Office

1. Upon notification of a fleet traffic accident or fleet incident, the officer or Communications Operator shall log the date and time received and immediately notify the Watch Commander. Whenever a fleet traffic accident occurs within the corporate limits of a municipality that has a police department which conducts accident investigations, it will be the responsibility of the Communications Operator or Officer receiving notification of the fleet accident to contact that police department, furnish all information about the fleet traffic accident, and request that agency to conduct an accident investigation. Whenever a fleet traffic accident occurs, a Lafayette Parish Sheriff's Office investigation is desirable but is not absolutely necessary when circumstances are such as to delay an investigation by the appropriate agency, or delay the other party involved, and/or delay traffic for an extended amount of time. In such cases, an initial accident investigation will suffice, but further investigation by the Department may be required.
2. Render assistance to personnel involved.
3. Get information as required under Section III.

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- C. Fleet Traffic Accident or Fleet Incident Investigation
 - 1. Fleet traffic accidents involving a Department vehicle shall be investigated by the agency having jurisdiction. The assigned Watch Commander, or his designee, will investigate fleet incidents.
 - a. In the unlikely event these agencies are unavailable to work a fleet traffic accident involving a department vehicle; the Shift Sergeant is directed to work the accident. A written statement as to why will be prepared by the responsible Watch Commander and made a part of the investigative file.
 - 2. All fleet traffic accidents or fleet incidents will be photographed and the film envelope marked Fleet Accident. If not photographed, a written explanation by the investigating officer will accompany the file.

- D. Shift Supervisor Responsibility
 - 1. Take all necessary action to protect the health, welfare, and property of all persons involved.
 - 2. On all fleet traffic accidents request a thorough investigation using the Uniform Motor Vehicle Traffic Accident Report.
 - 3. Get statements from each operator, passenger and witness to the collision.
 - 4. Obtain statements from all involved department personnel.
 - 5. Upon completion of the investigation, the Shift Supervisor will submit a Fleet Incident/Accident Report to the Patrol Commander. This report must include a summarization of events of the fleet traffic accident or incident, a statement stating whether the employee was or was not at fault, and whether the employee was on or off duty at the time.
 - 6. All reports and statements concerning fleet traffic accidents or fleet incidents involving any department employee will be directed to the Secretary of the Fleet Accident/Incident Review Board.
 - 7. The Shift Supervisor will submit all of the following reports:
 - a. Fleet Incident/Accident Report
 - b. A copy of the City Police/State Police report if such a report was made and is available.
 - c. Written statement of the driver of the department vehicle.
 - d. Statements of other drivers and witnesses.
 - e. Investigating Officer's statement.

V. Repairs on Damaged Fleet Vehicles

- A. All transactions concerning repairs to fleet vehicles for damages incurred in fleet traffic accidents or fleet incidents will be conducted through the Vehicle Maintenance Unit.

VI. Repair of Departmental Vehicles by Employees

- A. All fleet traffic accidents or incidents, regardless of damage, will be reported to the department.

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- B. Members of the department will be allowed to pay for damages to departmental vehicles as a result of a fleet traffic accident or incident under the following circumstances:
1. No persons or property (other than department) is involved.
 2. No injuries resulted from this accident or incident; and
 3. Damage is less than two hundred dollars (\$200) to a departmental vehicle.

VII. Authorized Drivers of Departmental Vehicles

- A. Supervisor responsibility
1. Any employee, who is not otherwise prohibited from operating a department vehicle, may operate a department vehicle with their supervisor's permission.
 2. Any supervisor who allows an unauthorized driver to operate a departmental vehicle shall be in violation of this Procedural Order.

Mark T. Garber, Sheriff

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LPSO # 163	<p style="text-align: center;">GENERAL ORDERS</p> <p style="text-align: center;">CHAPTER:</p> <p style="text-align: center;">Administration</p> <p style="text-align: center;">SUBJECT:</p> <p style="text-align: center;">Fleet Accident/Incident Review Board</p>	<p>LAFAYETTE</p> <p>PARISH</p> <p>SHERIFF'S</p> <p>OFFICE</p>
RELATED CALEA		
RELATED LOUISIANA CODE		

PURPOSE: The purpose of this order is to establish guidelines for the conduct of a Fleet Accident/Incident Review board to determine causation and in establishing fault in fleet accidents or incidents.

SCOPE: This order shall apply to all employees who operate Lafayette Parish Sheriff's Office vehicles.

DISCUSSION: It is necessary that guidelines be established for the determination of cause and finding of fault in fleet accidents. It is also necessary to have recommended punitive actions established to ensure that these actions are fair and equitable for all.

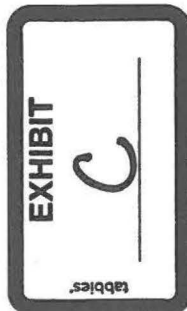
POLICY: It is the policy of the Lafayette Parish Sheriff's Office that all accidents or incidents involving department vehicles be investigated and reviewed to determine cause. The Fleet Accident/Incident Review Board shall determine causation, finding of fault, and recommendation for disciplinary action.

PROCEDURE:

I. Purpose and Function

- A. The Fleet Accident/Incident Review Board establishes within the department an equitable and systematic procedure in determining whether an employee involved in a fleet accident was negligent in the operation or care of a fleet vehicle. Board members may establish the driving standards for the Lafayette Parish Sheriff's Office by determining whether an act or a failure to act by an employee was a causative force of a fleet accident or incident.
- B. The Fleet Accident/Incident Review Board, after careful study of a fleet accident or incident, will submit a written report of its findings to the Sheriff or his designee. The report will include the Board's consensus of the degree of fault based upon guidelines established in the Fleet Safety Policy.
- C. In determining the degree of fault, a simple majority vote is sufficient. If a determination of fault is reached, the Board will make a written recommendation of disciplinary action to the employee's Division Head according to the Disciplinary Chart in Section II; sub-section B, of the Fleet Safety Policy.

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However, the final decision of the degree of discipline remains the discretion of the Sheriff.

II. Board Members

- A. The Fleet Accident/Incident Review Board shall consist of seven department personnel from departments denoted below and a Fleet Safety Officer appointed by the Sheriff. At least five members will sit in on each board meeting. Of these seven, one must be of the rank of Deputy. The Sheriff or his designee appoints the members of the Board from volunteers from the different divisions, for a period of one year. The Board consists of:
 - 1. One person from Patrol
 - 2. One person from CID
 - 3. One person from Corrections
 - 4. One person from Training
 - 5. One person from Problem Oriented Policing
 - 6. One person from Civil
 - 7. One person from Maintenance
 - 8. Fleet Safety Officer

- B. The meeting time and place shall be determined by the Fleet Safety Officer. It shall convene at a location upon approval of the Sheriff or his designee. Board members, involved employees, and concerned supervisors shall be notified electronically, or in writing, of the date, time, and place of the meeting. The employee and his supervisor shall be permitted to attend this Board Meeting.

III. Categories

- A. Both the fleet traffic accident and a fleet incident will be handled in the same manner. Once presented to the Fleet Accident Review/Incident Review Board, the Board will decide which category the accident or incident falls into.

- B. To determine the category, the board will consider the following:
 - 1. Is this in fact a motor vehicle traffic accident?
 - 2. Under the same circumstances, but involving a non-department employee, would an accident report be written?

- C. If the answer to these two questions is “NO”, the occurrence should be categorized as a fleet incident.

IV. Fleet Safety Officer

- A. The Risk Manager, or the Sheriff’s designee, shall serve as the Fleet Safety Officer and will preside over each meeting. He will serve as advisory chairman of the Fleet Accident/Incident Review Board. He will not submit opinions and will vote only to break a tie among the board members, but he is free to make certain recommendations. In the event a tie occurs, he will then be granted the same privilege as the board members. When the Fleet Safety Officer is unable to

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attend, the Sheriff or his designee shall appoint an officer to substitute as advisory chairman of the Fleet Accident/Incident Review Board.

V. Notice of Review

- A. A letter of notification to the operator of a fleet vehicle involved in an accident or incident is sent after the Fleet Accident/Incident Review Board has met. A copy of the letter shall be sent to the operator's immediate supervisor for consideration while preparing Employee Performance Evaluation Forms.
- B. The notification letter informs the operator of the findings of the Board and advises them of the procedures to be followed in cases of appeal (as covered in Section VI).

VI. Appeal Board and Appeal Process

- A. The operator of a fleet vehicle involved in an accident or incident found to be at fault by the Board can appeal his case to the Fleet Accident/Incident Appeal Board. The Appeal Board will be composed of the Chief Deputy or designee, the Human Resources Director, and the Division Head.
- B. The following procedures will be adhered to in processing an appeal:
 - 1. The operator of a fleet vehicle found to be at fault by the Fleet Accident/Incident Review Board shall request an appeal, in writing, to the Fleet Safety Officer within fifteen (15) days of receiving the notification letter from the Board. The employee may submit a list of witnesses in their defense, keeping in mind that only relevant witnesses to the accident or incident should be submitted.
 - 2. The Fleet Safety Officer shall convene an Appeal Board and notify everyone concerned within 10 days.
 - 3. The Department's case shall be presented to the Appeal Board by the Fleet Safety Officer (Chairman of the Fleet Accident/Incident Review Board). The employee may present his case to the Appeal Board or be represented by a Lafayette Parish Sheriff's Office member in good standing.
 - 4. The Appeal Board will hear the case and render a decision to the Sheriff or his designee for his consideration.

Mark T. Garber, Sheriff

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LPSO # 124	GENERAL ORDERS CHAPTER: Administration SUBJECT: Seat Belt Use	LAFAYETTE PARISH SHERIFF'S OFFICE
RELATED CALEA 41.3.3		
RELATED LOUISIANA CODE 32:295.1		

PURPOSE: The Lafayette Parish Sheriff's Office, in an effort to reduce the severity of injuries or prevent them as a result of motor vehicle collisions, shall implement the following policy regarding seat belt use (occupant restraint devices).

SCOPE: This order shall apply to all members of the Lafayette Parish Sheriff's Office while an operator of, or a passenger in any departmentally owned vehicle. This policy shall further apply to all passengers transported in departmental vehicles. Departmental vehicles include all subsidy vehicles being utilized for official use.

DISCUSSION: The use of seat belts has been proven to reduce injuries for people involved in motor vehicle accidents. In order to protect the liability of the department and set an example to the motoring public, it is necessary that all personnel obey the law and utilize their seat restraints while in departmental vehicles.

POLICY: It shall be the policy of the Lafayette Parish Sheriffs Office that all personnel use seat belts (passenger restraint devices) at all times while operating any departmental vehicle or subsidy unit while on or off duty. This policy shall also apply to all occupants of any Sheriff's Office vehicle or subsidy unit including but not limited to prisoners during transport. All occupants must be properly belted at all times while vehicle is in motion, prior to entering and while upon any roadway or highway. The operator of said vehicle shall be responsible to ensure all occupants are belted in accordance with this procedure and LA R.S. 32:295.1.

Michael W. Neustrom, Sheriff

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