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October 14, 2026

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Via Clerk Connect

Hon. David Stamey
Natchitoches Parish Clerk of Court
P.O. Box 476
Natchitoches, LA 71458

Natchitoches Filed Oct 14, 2026 3:59 PM Katrina Johnson Deputy Clerk of Court E-File Received Oct 14, 2026 3:32 PM	C-96652 B
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RE: Natchitoches Parish Government v. R. Stuart Wright, et al.
Docket No.: C-96652 "B" 10th Judicial District Court; Natchitoches Parish, LA
File No.: 26-7738.006

Dear Mr. Stamey:

E-File Original

Enclosed herewith please find an Answer and Reconventional Demand to be filed into the suit record on behalf of Defendants and Plaintiffs in Reconvention, Sheriff R. Stuart Wright, Sheriff of Natchitoches Parish and the Natchitoches Parish Law Enforcement District, in the above captioned matter. **Please note that this Answer and Reconventional Demand is filed by a political subdivision; thus, no court costs or filing fees are owed.**

In accordance with La. C.C.P. Article 1572, you are requested to give us written notice by mail ten days in advance of the date fixed for the trial or hearing of this case, whether on exceptions, motions, rules or merits. We also request immediate notice of all orders or judgments, whether interlocutory or final, made or rendered in this case, upon the rendition thereof as provided by La. C.C.P. Articles 1913 and 1914, including notice of judgment in the event this case should be taken under advisement or if the judgment is not signed at the conclusion of the trial.

Your assistance in this matter is greatly appreciated.

With kind regards, I remain,

Sincerely,

PROVOSTY, SADLER, & deLAUNAY, APC

H. BRADFORD CALVIT
JOHN D. RYLAND

HBC/JDR/lis

Enclosure

cc: James L. Bradford
Sheriff R. Stuart Wright / Amanda Murray

DOCKET NUMBER: C-96652 B

**NATCHITOCHES PARISH
GOVERNMENT, A POLITICAL
SUBDIVISION OF THE STATE
OF LOUISIANA**

TENTH JUDICIAL DISTRICT COURT

V.

PARISH OF NATCHITOCHES

**R. STUART WRIGHT, IN HIS
OFFICIAL CAPACITY AS SHERIFF
OF NATCHITOCHES PARISH AND
THE NATCHITOCHES PARISH
LAW ENFORCEMENT DISTRICT**

STATE OF LOUISIANA

ANSWER AND RECONVENTIONAL DEMAND

NOW INTO COURT, through undersigned counsel, come Defendants, SHERIFF R. STUART WRIGHT, SHERIFF OF NATCHITOCHES PARISH ("SHERIFF") AND THE NATCHITOCHES PARISH LAW ENFORCEMENT DISTRICT ("NPLED"), who deny all allegations of the Petition for Declaratory Judgment and Supplemental Relief, except for those allegations which are admitted, modified, or explained, and who respectfully represent the following:

1.

All allegations of Paragraph 1 of the Petition are admitted.

2.

All allegations of Paragraph 2 of the Petition are admitted.

3.

All allegations of Paragraph 3 of the Petition are admitted.

4.

Paragraph 4 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 4 of the Petition are denied for lack of sufficient information upon which to base a belief.

5.

Paragraph 5 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 5 of the Petition are denied for lack of sufficient information upon which to base a belief.

6.

All allegations of Paragraph 6 of the Petition are denied.

7.

Paragraph 7 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 7 of the Petition are denied for lack of sufficient information upon which to base a belief.

8.

Paragraph 8 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 8 of the Petition are denied for lack of sufficient information upon which to base a belief.

9.

All allegations of Paragraph 9 of the Petition are denied for lack of sufficient information upon which to base a belief.

10.

All allegations of Paragraph 10 of the Petition are denied for lack of sufficient information upon which to base a belief.

11.

All allegations of Paragraph 11 of the Petition are denied for lack of sufficient information upon which to base a belief.

12.

It is admitted that the NPG has refused to pay costs as required by Louisiana law. All other allegations of Paragraph 12 of the Petition are denied for lack of sufficient information upon which to base a belief.

13.

It is admitted that Louisiana law sets out the duties and responsibilities of the respective parties as to the payment for costs and expenses for housing NPG detainees. All other allegations of Paragraph 13 of the Petition are denied for lack of sufficient information upon which to base a belief.

14.

All allegations of Paragraph 14 of the Petition are admitted based upon information and belief.

15.

Paragraph 15 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 15 of the Petition are denied for lack of sufficient information upon which to base a belief.

16.

Paragraph 16 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 16 of the Petition are denied for lack of sufficient information upon which to base a belief.

17.

Paragraph 17 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 17 of the Petition are denied for lack of sufficient information upon which to base a belief.

18.

Paragraph 18 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 18 of the Petition are denied for lack of sufficient information upon which to base a belief.

19.

Paragraph 19 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 19 of the Petition are denied for lack of sufficient information upon which to base a belief.

20.

Paragraph 20 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 20 of the Petition are denied for lack of sufficient information upon which to base a belief.

21.

Paragraph 21 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 21 of the Petition are denied for lack of sufficient information upon which to base a belief.

22.

All allegations of Paragraph 22 of the Petition are denied.

23.

Paragraph 23 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 23 of the Petition are denied for lack of sufficient information upon which to base a belief.

24.

Paragraph 24 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 24 of the Petition are denied for lack of sufficient information upon which to base a belief.

25.

All allegations of Paragraph 25 of the Petition are denied.

26.

It is admitted that Paragraph 26 of the Petition cites La. R.S. 13:5522, which is in writing and is the best evidence of its contents. All other allegations of Paragraph 26 of the Petition are denied, as written.

27.

All allegations of Paragraph 27 of the Petition are denied.

28.

It is admitted that Paragraph 28 of the Petition cites La. R.S. 15:703, which is in writing and is the best evidence of its contents. All other allegations of Paragraph 28 of the Petition are denied, as written.

29.

It is admitted that Paragraph 29 of the Petition cites La. R.S. 15:703, which is in writing and is the best evidence of its contents. All other allegations of Paragraph 29 of the Petition are denied, as written.

30.

It is admitted that Paragraph 30 of the Petition cites La. R.S. 15:703, which is in writing and is the best evidence of its contents. All other allegations of Paragraph 30 of the Petition are denied, as written.

31.

All allegations of Paragraph 31 of the Petition are denied, as written.

32.

Paragraph 32 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 32 of the Petition are denied for lack of sufficient information upon which to base a belief.

33.

All allegations of Paragraph 33 of the Petition are denied, as written.

34.

All allegations of Paragraph 34 of the Petition are denied, as written.

35.

It is admitted that Louisiana law governs what expenses must be paid by the NPG. All other allegations of Paragraph 35 of the Petition are denied, as written.

36.

Paragraph 36 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 36 of the Petition are denied for lack of sufficient information upon which to base a belief.

37.

Paragraph 37 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 37 of the Petition are denied for lack of sufficient information upon which to base a belief.

38.

Paragraph 38 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 38 of the Petition are denied for lack of sufficient information upon which to base a belief.

39.

Paragraph 39 of the Petition contains allegations of law which do not require an answer. All other allegations of Paragraph 39 of the Petition are denied for lack of sufficient information upon which to base a belief.

40.

Paragraph 40 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 40 of the Petition are denied.

41.

Paragraph 41 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 41 of the Petition are denied for lack of sufficient information upon which to base a belief.

42.

Paragraph 42 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 42 of the Petition are denied for lack of sufficient information upon which to base a belief.

43.

Paragraph 43 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 43 of the Petition are denied for lack of sufficient information upon which to base a belief.

44.

Paragraph 44 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 44 of the Petition are denied for lack of sufficient information upon which to base a belief.

45.

Paragraph 45 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 45 of the Petition are denied for lack of sufficient information upon which to base a belief.

46.

Paragraph 46 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 46 of the Petition are denied for lack of sufficient information upon which to base a belief.

47.

Paragraph 47 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 47 of the Petition are denied for lack of sufficient information upon which to base a belief.

48.

All allegations of Paragraph 48 of the Petition are denied, as written.

49.

All allegations of Paragraph 49 of the Petition are denied, as written.

50.

All allegations of Paragraph 50 of the Petition are denied, as written.

51.

All allegations of Paragraph 51 of the Petition are denied, as written.

52.

All allegations of Paragraph 52 of the Petition are denied.

53.

All allegations of Paragraph 53 of the Petition are denied.

54.

All allegations of Paragraph 54 of the Petition are denied.

55.

All allegations of Paragraph 55 of the Petition are denied.

56.

All allegations of Paragraph 56 of the Petition are denied, as written.

57.

All allegations of Paragraph 57 of the Petition are denied.

58.

All allegations of Paragraph 58 of the Petition are denied for lack of sufficient information upon which to base a belief.

59.

All allegations of Paragraph 59 of the Petition are denied for lack of sufficient information upon which to base a belief.

60.

Paragraph 60 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 60 of the Petition are denied for lack of sufficient information upon which to base a belief.

61.

Paragraph 61 of the Petition contains allegations of law which do not require an answer;

however, in an abundance of caution, the allegations of Paragraph 61 of the Petition are denied for lack of sufficient information upon which to base a belief.

62.

All allegations of Paragraph 62 of the Petition are denied.

63.

Paragraph 63 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 63 of the Petition are denied for lack of sufficient information upon which to base a belief.

64.

Paragraph 64 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 64 of the Petition are denied for lack of sufficient information upon which to base a belief.

65.

All allegations of Paragraph 65 of the Petition are denied.

66.

All allegations of Paragraph 66 of the Petition are denied for lack of sufficient information upon which to base a belief.

67.

It is admitted that the Sheriff classifies detainees. All other allegations of Paragraph 67 of the Petition are denied, as written.

68.

Paragraph 68 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 68 of the Petition are denied for lack of sufficient information upon which to base a belief.

69.

Paragraph 69 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 69 of the Petition are denied for lack of sufficient information upon which to base a belief.

70.

Paragraph 70 of the Petition contains allegations of law which do not require an answer;

however, in an abundance of caution, the allegations of Paragraph 70 of the Petition are denied for lack of sufficient information upon which to base a belief.

71.

Paragraph 71 of the Petition contains allegations of law which do not require an answer; however, in an abundance of caution, the allegations of Paragraph 71 of the Petition are denied for lack of sufficient information upon which to base a belief.

72.

It is admitted that invoices may have been provided that included amounts for housing persons after conviction. All other allegations of Paragraph 72 of the Petition are denied for lack of sufficient information upon which to base a belief.

73.

It is admitted that there are statutes which govern the responsibilities of the parish, district attorney and various municipalities, which are in writing and which are the best evidence of their contents. All other allegations of Paragraph 73 of the Petition are denied for lack of sufficient information upon which to base a belief.

74.

All allegations of Paragraph 74 of the Petition are denied for lack of sufficient information upon which to base a belief.

75.

All allegations of Paragraph 75 of the Petition are denied, as written.

76.

All allegations of Paragraph 76 of the Petition are denied, as written.

77.

All allegations of Paragraph 77 of the Petition are denied, as written.

78.

All allegations of Paragraph 78 of the Petition are denied, as written.

79.

It is admitted that invoices may have been provided that included amounts for housing detainees after conviction. All other allegations of Paragraph 79 of the Petition are denied for lack of sufficient information upon which to base a belief.

80.

It is admitted that the NPLED owns the Natchitoches Parish Detention Center ("NPDC"). Further, the NPDC was constructed through a bond which was serviced by the fees and costs paid by the Louisiana Department of Public Safety and Corrections ("DOC") and not by Natchitoches Parish taxpayers.

81.

All allegations of Paragraph 81 of the Petition are admitted based upon information and belief.

82.

It is admitted that there are contracts, which contracts are in writing and are the best evidence of their contents. All other allegations of Paragraph 82 of the Petition are denied for lack of sufficient information upon which to base a belief.

83.

It is admitted that there is a contract, which contract is in writing and is the best evidence of its contents. All other allegations of Paragraph 83 of the Petition are denied, as written.

84.

It is admitted that there is a contract, which contract is in writing and is the best evidence of its contents. All other allegations of Paragraph 84 of the Petition are denied.

85.

It is admitted that there is a contract, which contract is in writing and is the best evidence of its contents. All other allegations of Paragraph 85 of the Petition are denied, as written.

86.

It is admitted that there is a contract, which contract is in writing and is the best evidence of its contents. All other allegations of Paragraph 86 of the Petition are denied, as written.

87.

All allegations of Paragraph 87 of the Petition are denied for lack of sufficient information upon which to base a belief.

88.

All allegations of Paragraph 88 of the Petition are denied.

89.

It is submitted that the Sheriff has satisfied the statutory requirements as keeper of the jail. All other allegations of Paragraph 89 of the Petition are denied.

90.

All allegations of Paragraph 90 of the Petition are denied.

91.

All allegations of Paragraph 91 of the Petition are denied.

92.

All allegations of Paragraph 92 of the Petition are denied.

93.

Juvenile and female detainees are housed in locations which satisfy the state and/or federal requirements for those detainees. It is further submitted that federal and/or Louisiana law and/or jurisprudence governs where, when and how such detainees are housed. Louisiana law also governs which political subdivisions are responsible for any expenses. All other allegations of Paragraph 93 of the Petition are denied.

94.

All allegations of Paragraph 94 of the Petition are denied.

95.

All allegations of Paragraph 95 of the Petition are denied.

96.

All allegations of Paragraph 96 of the Petition are denied.

97.

The Sheriff has complied with his duties as set out by Louisiana law. All other allegations of Paragraph 97 of the Petition are denied.

98.

For many years the Sheriff has provided invoices associated with the housing of NPG detainees. Furthermore, when issues have been raised concerning any invoice, the Sheriff has worked diligently with the NPG to address any concern. Until the filing of this Petition, the Sheriff believed and understood that any issues would have been brought to the Sheriff's attention and would have been addressed on a case by case basis. The Sheriff further submits that the billing submitted to the

NPG on a monthly basis is more than adequate to satisfy the Sheriff's obligations to properly invoice the NPG for the expenses owed. All other allegations of Paragraph 98 are denied.

99.

For many years the Sheriff has provided invoices associated with the housing of NPG detainees. Furthermore, when issues have been raised concerning any invoice, the Sheriff has worked diligently with the NPG to address any concern. Until the filing of this Petition, the Sheriff believed and understood that any issues would have been brought to the Sheriff's attention and that issue would have been addressed on a case by case basis. The Sheriff further submits that the billing submitted to the NPG on a monthly basis is more than adequate to satisfy the Sheriff's obligations to properly invoice the NPG for the expenses owed. All other allegations of Paragraph 99 are denied.

100.

For many years the Sheriff has provided invoices associated with the housing of NPG detainees. Furthermore, when issues have been raised concerning any invoice, the Sheriff has worked diligently with the NPG to address any concern. Until the filing of this Petition, the Sheriff believed and understood that any issues would have been brought to the Sheriff's attention and that issue would have been addressed on a case by case basis. The Sheriff further submits that the billing submitted to the NPG on a monthly basis is more than adequate to satisfy the Sheriff's obligations to properly invoice the NPG for the expenses owed. All other allegations of Paragraph 100 are denied.

101.

It is admitted that the NPG is only obligated to pay those expenses required by Louisiana law. It is further admitted that the Sheriff is only authorized to collect the expenses owed by the NPG as allowed by Louisiana law. All other allegations of Paragraph 101 are denied.

102.

All allegations of Paragraph 102 of the Petition are denied.

103.

It is admitted that the NPG is obligated to pay certain expenses as required by Louisiana law. It is also admitted that the Sheriff is only allowed to recover those expenses that are required by law. All allegations of Paragraph 103 that are allegations of law do not require an answer. All other allegations of Paragraph 103, including all subparts, are denied.

104.

AFFIRMATIVE DEFENSES AND RECONVENTIONAL DEMAND

The Sheriff submits that he has fully satisfied his obligations and statutory responsibilities toward the NPG detainees. Further, the Sheriff submits that the NPG has failed to fully perform its statutory responsibilities to pay for the expenses of its detainees. Accordingly, the Sheriff seeks judgment requiring the NPG to fully and promptly fund the expenses owed under Louisiana law for its detainees.

105.

Pursuant to LSA-R.S. 15:702 the NPG has the financial burden and responsibility to fund, establish, maintain, and operate a parish jail and is obligated to pay all costs incurred for its detainees. The NPG has not and is not funding a parish jail, is in violation of its statutory responsibilities and has been since at least 2008. Further, the NPG is not fully and timely paying expenses or costs for its detainees.

106.

The Sheriff has responsibility for those same detainees as set out in LSA-R.S. 15:704 and 15:705. Further, the NPG detainees who should be incarcerated in the NPDC and/or other detention facilities are wards of the NPG while the Sheriff is simply statutorily obligated to be the warden (keeper).

107.

In Sheriff Victor E. Jones, Jr., v. Natchitoches Parish Police Jury, Civil Suit No. 81,570, former Sheriff Jones filed suit against the Natchitoches Parish Police Jury ("NPPJ") and alleged that it was violating its statutory obligations to provide a jail and to pay for its detainees.

108.

Based upon information and belief, the Jones suit arose because the NPPJ failed to satisfy its mandatory duties to provide a jail and because it failed to pay for its detainees, including female and juvenile detainees.

109.

Based upon information and belief, Jones was ultimately resolved through a Compromise which reserved 80 beds for NPG detainees. The Compromise also allowed for the housing of detainees in excess of 80, but only if space was available. Subsequently, the Compromise was

terminated by the Sheriff.

110.

Since the termination of the Compromise, the Sheriff went above and beyond his obligation as the keeper of NPG through a contract which reserved 102 beds for the NPG detainees at the NPDC. This accommodation also allowed the NPG to avoid the responsibility of maintaining and building a parish jail and to pay for the expenses of feeding, clothing, medical care and treatment.

111.

On occasion, the Sheriff receives NPG detainees that he must take into custody even if the 102 NPG beds are full. Since the Sheriff's obligation to take into custody NPG detainees is not capped by the 102 beds held for NPG detainees, the Sheriff satisfies his statutory responsibilities by taking the NPG detainees into custody and then transporting the excess detainees to another parish where bed space is available.

112.

Despite amicable demand, the NPG has failed to fully or timely pay for its detainees at the NPDC or at other facilities.

113.

The NPG has also previously refused to pay for the medical expenses.

114.

In Jones, the Sheriff filed a Motion for Summary Judgment seeking to have the Court order the NPPJ to meet its statutory responsibilities to pay for its detainees. In the Written Reasons for Judgment (a copy of which is attached as Exhibit A), Judge Alfred Mansour, Judge Ad Hoc held:

Pursuant to La.R.S. 33:4715, the governing authority for the parish has the statutory obligation to provide a "good and sufficient jail" within which parish prisoners may be housed, regardless of the creation of the law enforcement districts as funding tools for the Sheriff. Jurisprudence has held that the statutory provisions authorizing law enforcement districts to establish and equip Parish jail facilities and to issue revenue bonds to pay for such facilities, among other things, are entirely discretionary. They are not mandatory, as are the obligations imposed on the Parish. See *City of Shreveport*, 658 So.2d at 794-795. There is no material issue of law and fact that the police jury has a responsibility to provide a parish jail facility. In the present case, the police jury has failed to provide an adequate jail facility; therefore, the police jury is responsible for paying the costs of housing its parish inmates at another facility. La. R.S. 15:705 and 15:757, as well as jurisprudence hold that the governing authority for the parish has the responsibility of paying the costs associated with the "keeping and feeding" of parish prisoners,

as well as the "actual medical care costs" associated with parish prisoners. The Court, at this time, cannot set the amount that the police jury owes the sheriff for the keeping and feeding parish prisoners to date and the method for determining the future costs. The Court finds that the Natchitoches Parish Police Jury, as the parish governing authority, is responsible for providing for expenses of parish inmates housed by mover and grants mover's Motion for Summary Judgment to that extent. However, the Court finds that there are issues of material fact as to the proper amount for reimbursement, and for the amount due per day per prisoner. Therefore, in so far as the amounts are concerned, the motions are denied.

115.

Despite the above holding of Judge Mansour the NPG has, once again, adopted the same strategy which is to stop fully paying the costs of its detainees.

116.

The majority of the issues raised in this matter have already decided against the NPG in Jones, but the NPG still persists in burdening this Court and the taxpayers of Natchitoches Parish with the costs and expenses that will be incurred by the NPG filing the suit and the Sheriff defending the suit.

117.

Another issue raised by the NPG is that juveniles and females should be housed in the NPDC. The simple fix for these issues is for the NPG to actually perform its obligation to provide a "good and sufficient jail" to house all its detainees, including juveniles and women.

118.

The NPG also claims that it has limited responsibility for the payment of costs of housing detainees in other parishes, citing several statutes. But these claims have been addressed, on multiple occasions, through the following Attorney General opinions.

119.

J. Isaac Funderburk, La. Atty. Gen. Op. No. 06-0029 (2006), explains that a police jury has the duty to pay for the cost of housing, feeding, clothing, health care and transporting of a felony pretrial detainee. While it is the obligation of a sheriff to find a cell for a felony pretrial detainee, the police jury is financially responsible for paying to another parish the same per diem it would pay to its own sheriff for the housing of a felony pretrial detainee, and to also pay any additional expenses incurred for the out-of-parish detainee.

120.

Michael A. "Mike" Couvillion, La. Atty. Gen. Op. No. 16-0151 (2016), explains that the statutory per diem of \$3.50 set out in LSA-R.S. 33:5535 is only the minimum costs owed and no parish may limit its expenditure to any amount less than the actual cost for that detainee. It further recognized that Louisiana law does not provide a parish government any means by which it can limit its expenses for its jail operations. Each parish must bear the full cost of prisoner care for the total number of prisoners in its Sheriff's custody.

121.

Douglas Anderson, La Atty. Gen. Op. No. 18-0021 (2018), explains that Louisiana law does not authorize the division of expenses for a person detained for violations of state statutes and municipal ordinances and that those expenses are the responsibility of the parish government.

122.

R.E. Weatherford, La. Atty. Gen. Op. No. 10-0014 (2010), holds that a policy jury is obligated to pay the costs of keeping, feeding and housing parish prisoners transferred to other parishes, even if the sheriff did not strictly comply with the provisions of LSA-R.S. 15:764. The police jury was obligated to pay the rate negotiated between the two sheriffs to house its inmates in the out-of-parish prison.

123.

Edwards v. Tangipahoa Government, 2021-0552 (La. App. 1 Cir. 12/8/22), 357 So.3d 380 provides an overview of the obligations of a police jury and a sheriff for the housing of detainees. In the First Circuit's opinion it was noted that the expenses that were the responsibility of the parish included feeding, clothing, medical treatment, water, gas, electricity, garbage disposal, employee costs for facility and equipment maintenance, administrative salaries, cleaning supplies and routine daily maintenance. These expenses are solely the responsibility of the parish even if no prisoners are actually being detained jurisprudence in its jail. Edwards, 387-390.

124.

The above Attorney General Opinions and jurisprudence shows that the NPG must:

1. Provide a jail;
2. Pay all costs for its maintenance;
3. Pay for the medical expenses of its detainees;

4. Pay for the medical staff for its detainees;
5. Pay for the medical equipment for its detainees;
6. Pay the costs for the food for its detainees;
7. Pay the costs of kitchen equipment for its detainees;
8. Pay the costs for keeping its detainees;
9. Pay the costs for clothing its detainees;
10. Pay the costs for the transportation of its detainees; and,
11. Pay the costs of housing its detainees at any detention centers;

125.

The NPG claims that the Sheriff decides who is detained at the NPDC but the Sheriff plays no role in the housing of DOC, federal, out-of-state and/or immigration detainees at the NPDC.

126.

The NPG claims that the Sheriff makes money off of the detainees at NPDC but the Sheriff does not receive remuneration for any of the detainees housed at the NPDC. Since the Sheriff receives no remuneration for the housing of detainees at NPDC, there can be no allocation of costs for NPG detainees.

127.

The NPG claims that the Sheriff decides who is detained at the NPDC based upon the per diem but the Sheriff does not move prisoners out of the NPDC to house non-parish prisoners and does not receive any per diem reimbursement.

128.

The Sheriff does not, in short, arbitrage the beds at the NPDC. Instead, the current operations at the NPDC save the taxpayers millions of dollars over the life of the contract.

129.

The NPG also claims that its per diem expense for some detainees is capped at \$3.50. However, the \$3.50 per diem for the keeping of detainees is the minimum amount per detainee and the NPG must pay the rate negotiated by the Sheriff and/or the actual costs associated with that detainee being housed outside the NPDC.

130.

The NPG alleges that the NPDC was built at the expense of Natchitoches Parish citizens.

But, instead, the NPLED built a prison that was financed through bonds which were paid for by funds received from the DOC.

131.

The NPG also claims that all juvenile and female offenders should be housed at the NPDC; however, as set out in the 2008 filings, the NPDC is incapable of housing juvenile or female detainees. Again, the simple fix for this issue is for NPG to build a jail with sufficient capability to house juvenile and female detainees.

132.

This suit is nothing more than the NPG's attempt to shift the costs and expenses for its detainees to the Sheriff while ignoring the non-delegable duty to provide a good and sufficient jail and to pay all costs for the operation of a parish jail. LSA-R.S. 15:702-705, 33:1432(1), 33:4715, Amiss v. Dumas, 411 So.2d 1137 (La. App. 1 Cr. 1982) and City of Shreveport v. Caddo Parish, 658 So.2d 786 (La. App. 2 Cr. 1995).

133.

The NPG must pay for the costs incurred in keeping and feeding its detainees, which include persons convicted of misdemeanors or parish ordinances as well as pretrial detainees, who are being held in custody while awaiting trial on charges arising out of the violation of state statutes and/or parish ordinances.

134.

Based upon information and belief, the NPG has had actual knowledge that it was in violation of its duty to provide a jail but has taken no steps to provide a jail and has now refused to fully and timely pay for the costs associated with the housing of its detainees.

135.

Based upon information and belief, the NPG is aware of the existence and extent of its obligation to pay the expenses associated with the housing of its detainees but has failed to do so.

136.

Based upon information and belief, the original Natchitoches Parish Jail was known to be insufficient for the needs of the parish. To address the issue, the NPPJ sought a dedicated tax to pay for the building of a detention center to comply with its statutory obligations to provide the appropriate facility for its detainees. However, the tax did not pass.

137.

Based upon information and belief, Sheriff Jones, through the NPLED, secured bonding which was used to finance the building of the NPDC.

138.

Based upon information and belief, Sheriff Jones' solution allowed the NPDC to be paid for by payments from the DOC for the housing of state inmates at the NPDC.

139.

Based upon information and belief, the costs for the construction of the NPDC was paid for by the per diem received from the DOC.

140.

Unfortunately, over time, income from the housing of other detainees at the NPDC proved insufficient to pay for the ever rising expenses of owning and maintaining the NPDC.

141.

In order to satisfy the Sheriff's obligations to the detainees that were being housed at the NPDC, the Sheriff negotiated a contract with the prison management company to reserve 102 beds for the NPG at the per diem of \$26.39, which was the DOC per diem on the effective date of the contract. Since the signing of the contract the per diem paid by the DOC has risen to \$29.39. But, the NPG is still being invoiced at the rate of \$26.39.

142.

Based upon information and belief, this per diem is/was reasonable and is now lower than the per diem paid by the DOC and other entities for housing detainees at the NPDC and other detention facilities.

143.

Further, based upon information and belief, the per diem costs billed to the NPG are significantly less than what it would cost the NPG to meet its statutory obligation, through the purchase of land, the building of a parish jail, and the new jail's maintenance costs.

144.

Throughout the Petition, the NPG argues that the Sheriff is collecting money (profit) at the expense of Natchitoches parish taxpayers. However, the Sheriff receives no funds from the prison management company. Instead, the value to the taxpayers is relief from the payment for maintenance

and other costs of the NPDC.

145.

The Sheriff, like his predecessor in office, has confected an agreement which assists the NPG in meeting its statutory mandates, but without forcing the taxpayers of Natchitoches Parish to foot the expense for a parish jail.

146.

Contrary to the NPG's arguments, the Sheriff is not enriching his office, but is instead saving the taxpayers millions of dollars of costs and expenses that would have fallen upon the shoulders of the Natchitoches parish taxpayers.

147.

Furthermore, it must be noted that the per diem charged to the NPG includes medical care provided at the NPDC by the medical staff employed by the prison management company. Without this arrangement the NPG would be responsible for day-to-day medical care for its detainees.

148.

Based upon information and belief, the NPG disputes and/or refuses to pay for the medical care and treatment of its detainees who have a need for medical care that cannot be provided at the NPDC.

149.

The Sheriff is entitled to a judgment in his favor against the NPG for reimbursement of all the costs incurred by the Sheriff due to the NPG's failure to pay its detainees' costs.

150.

Further, the Sheriff is entitled to a judgment ordering the NPG to timely pay the costs incurred for the housing of the NPG detainees at the NPDC, outside healthcare providers, as well as the costs owed to other Sheriffs and/or detention facilities.

151.

The Sheriff is also entitled to a judgment in his favor for the transportation expenses for the transportation of the NPG detainees to and from other detention facilities, to and from the Natchitoches Parish Courthouse, to and from healthcare providers at the rate set by the state. This would also include the compensation for no more than two deputies at the state rate for every mile which is traveled.

The Sheriff is also entitled to a judgment ordering the NPG to pay all such statutory expenses incurred in the future.

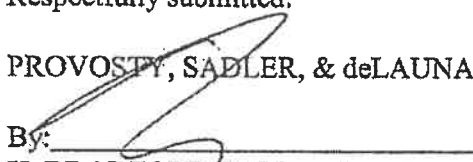
WHEREFORE, Defendants, SHERIFF R. STUART WRIGHT, SHERIFF OF NATCHITOCHES PARISH AND THE NATCHITOCHES PARISH LAW ENFORCEMENT DISTRICT, pray that the Plaintiff be served and cited to appear, and after all legal delays and due proceedings are had, that there be judgment herein in favor of the Defendants and against the Plaintiff declaring as follows:

- (a) La. R.S. 33:4715 requires the NPG to provide a good and sufficient jail;
- (b) NPG has failed to satisfy this mandatory statutory obligation;
- (c) La. R.S. 15:702 requires the NPG to maintain the jail building; which includes both routine maintenance and repairs as well as capital expenditures;
- (d) La. R.S. 15:704 requires the Sheriff to act as keeper of the parish jail;
- (e) Pursuant to La. R.S. 15:703, the NPG is responsible for the healthcare, including all of its costs, for its detainees;
- (f) La. R.S. 13:5535(1) requires that the NPG pay not less than \$3.50 per day for each of its detainees and the NPG must pay for all costs of housing its detainees;
- (g) La. R.S. 13:5535(4) requires the NPG to compensate the Sheriff for the transportation of its detainees to and from their place of detention at a rate equal to the mileage rate established by the Division of Administration for the use of state owned vehicles, plus the rate of ten cents (\$0.10) for each deputy, up to two (2) deputies, traveled and a separate amount of five cents (\$0.05) per mile one way for each detainee conveyed but not less than \$5.00 for each detainee transported;
- (h) The NPG is responsible for paying the costs of housing its detainees at another facility;
- (i) Additionally, the Sheriff is entitled to a monetary judgment in his favor against the NPG for reimbursement of all the costs incurred by the Sheriff due to the NPG's failure to pay its detainees' costs;
- (j) The Sheriff is entitled to a monetary judgment ordering the NPG to pay the costs incurred for the housing of the NPG detainees at the NPDC for all healthcare

- providers, as well as the costs owed to other Sheriffs and/or detention facilities;
- (k) The Sheriff is entitled to a monetary judgment that he is entitled to payment for the transportation expenses for the transportation of the NPG detainees to and from other detention facilities, to and from the Natchitoches Parish Courthouse, and to and from healthcare providers at the rate set by the state. This would also include the compensation for no more than two deputies at the state rate for every mile which is traveled;
- (l) The Sheriff is also entitled to a judgment ordering the NPG to pay all such statutory expenses for all of its detainees;
- (m) For all other legal or equitable relief that is warranted by the allegations of this Reconventional Demand; and
- (n) The Defendants further pray that the NPG be taxed with all costs of this proceeding.

Respectfully submitted:

PROVOSTY, SADLER, & deLAUNAY, APC

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NATCHITOCHES PARISH AND THE
NATCHITOCHES PARISH LAW ENFORCEMENT
DISTRICT

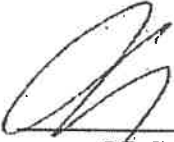
PLEASE SERVE:

Natchitoches Parish Government
through its attorney of record

James L. Bradford
Daigle Fisse & Kessenich, PLC
227 Highway 21
Madisonville, LA 70434

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing ANSWER AND RECONVENTIONAL DEMAND has this day been served upon all parties by Email and/or by placing same in the U.S. Mail, postage prepaid and properly addressed, this the 14th day of October, 2026.



OF COUNSEL

Natchitoches
Filed Oct 14, 2026 3:59 PM
Katrina Johnson
Deputy Clerk of Court
E-File Received Oct 14, 2026 3:32 PM

C-96652
B

SHERIFF VICTOR E. JONES, JR.

NUMBER: 81570

VERSUS

TENTH JUDICIAL DISTRICT COURT

NATCHITOCHES PARISH POLICE JURY

NATCHITOCHES PARISH, LOUISIANA

RECEIVED
CLERK OF COURT

2009 FEB -6 A 10: 54

WRITTEN REASONS FOR JUDGMENT

This matter comes before the Court on a Motion for Summary Judgment filed by Sheriff Victor E. Jones, Jr. and the Natchitoches Parish Law Enforcement District. For the following reasons, the Court grants a partial summary judgment.

Louisiana Code of Civil Procedure Article 966 sets forth the provisions governing the Motion for Summary Judgment. In ruling on a Motion for Summary Judgment, the Court has to determine that after an examination of the "pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to material fact, and that mover is entitled to judgment as a matter of law." La.C.C.P. Art. 966 (B).

Pursuant to La.R.S. 33:4715, the governing authority for the parish has the statutory obligation to provide a "good and sufficient jail" within which parish prisoners may be housed, regardless of the creation of the law enforcement districts as funding tools for the Sheriff. Jurisprudence has held that the statutory provisions authorizing law enforcement districts to establish and equip Parish jail facilities and to issue revenue bonds to pay for such facilities, among other things, are entirely discretionary. They are not mandatory, as are the obligations imposed on the Parish. See City of Shreveport, 658 So.2d at 794-795. There is no material issue of law and fact that the police jury has a responsibility to provide a parish jail facility.

In the present case, the police jury has failed to provide an adequate jail facility; therefore, the police jury is responsible for paying the costs of housing its parish inmates at another facility. La. R.S. 15:705 and 15:757, as well as jurisprudence, hold that the governing authority for the parish has the responsibility of paying the costs associated with the "keeping and feeding" of parish prisoners, as well as the "actual medical care costs" associated with parish prisoners. The Court, at this time, cannot set the amount that the police jury owes the sheriff for the keeping and feeding parish prisoners to date and the method for determining the future costs.

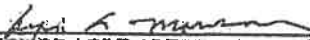
The Court finds that the Natchitoches Parish Police Jury, as the parish governing authority, is responsible for providing for expenses of parish inmates housed by mover and

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grants mover's Motion for Summary Judgment to that extent. However, the Court finds that there are issues of material fact as to the proper amount for reimbursement, and for the amount due per day per prisoner. Therefore, in so far as the amounts are concerned, the motions are denied.

Rendered this 4th day of February, 2009.


THE HONORABLE ALFRED A. MANSOUR
JUDGE AD HOC