

## **COOPERATIVE ENDEAVOR AGREEMENT**

This Cooperative Endeavor Agreement is entered into by and between:

**THE CITY OF HAMMOND**, represented herein by its duly authorized and empowered Mayor, Mayson H. Foster, by the authority given in Ordinance No. \_\_\_\_\_ (“City”), and

**DANIEL H. EDWARDS**, the duly elected, acting and empowered Sheriff of Tangipahoa Parish, Louisiana (“Sheriff”);

who declare and agree as follows:

**WHEREAS**, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...”; and

**WHEREAS**, the City is a home rule charter government, having all powers not denied by its charter or by general law or inconsistent with the constitution, including but not limited to the specific authority to exercise general police power, as well as to pass ordinances to promote, protect and preserve the general welfare, safety, health, peace and good order of the City; and

**WHEREAS**, the City is authorized by its home rule charter to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions; and

**WHEREAS**, the City desires that its police detectives be commissioned with authority and jurisdiction outside of the City’s municipal boundaries for purposes of continuity and completion of investigations extending beyond City territorial limits; and

**WHEREAS**, Louisiana law permits the sheriff of each parish to issue to a municipal police officer a sheriff’s commission permitting such officer to have parishwide law enforcement jurisdiction, in accordance with Louisiana Revised Statutes 33:1435.1; and

**WHEREAS**, the Sheriff and City have determined that the Sheriff shall provide a commission to each City police officer, permitting such officer to have parishwide law enforcement jurisdiction on the terms and subject to the conditions set forth herein; and

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, it is agreed by and between the parties as follows:

### **I. SCOPE OF SERVICES**

During the term of this Agreement, and upon the terms and subject to the conditions of this Agreement, the Sheriff will commission City of Hammond police officers, permitting each

such officer to have parishwide law enforcement jurisdiction, all in accordance with the provisions of La.R.S. 33:1345.1.

## **II. OBLIGATIONS OF SHERIFF AND CITY**

1. The City shall provide the Sheriff with the identity of each City police officer to be commissioned by the Sheriff hereunder, along with an official written request signed by the City Mayor and City Chief of Police, asking that each officer named therein be provided with the parishwide commission described herein.
2. As to each City police officer for whom such a request is made, the Sheriff will commission such officer with parishwide law enforcement jurisdiction within Tangipahoa Parish pursuant to the provisions of La.R.S. 33:1345.1.
3. The power vested under the commission shall include the authority to arrest law violators both with and without a warrant and each such commissioned officer shall be permitted to carry a handgun.
4. As provided in La. R.S. 33:1435.1(B), each City police officer commissioned pursuant to this Agreement shall not be considered a deputy for any other purpose, and shall be treated for all purposes as a municipal police officer when acting pursuant to said commission; and any bond, insurance coverage, or professional liability for any City police officer commissioned hereunder shall be paid by the City.
5. Notwithstanding the foregoing, the Sheriff may obtain such other additional insurance coverage or professional liability coverage for said officers as he deems prudent and at the Sheriff's expense, in the exercise of his sole discretion.
6. Notwithstanding the commission issued hereunder, each City police officer receiving a commission as provided hereunder remains subject to the authority and employment of the City, and not the Sheriff.
7. At all times, the Sheriff maintains the right to refuse or withdraw the commission of any City police officer for any reason, in the exercise of the Sheriff's sole and absolute discretion; provided, however, that such refusal or withdrawal shall not be for reasons of unlawful discrimination, including age, race, color, religion, or national origin, and that the Sheriff shall provide written notice of such refusal or withdrawal to the Chief of Police of the City.

## **III. NO EMPLOYMENT**

It is expressly understood and agreed by the parties hereto that neither the Sheriff, nor any of his respective employees, agents, or representatives, shall be deemed in any way to be an employee, volunteer or servant of the City at any time during the term of this Agreement. Neither are the City police officers commissioned hereunder to be deemed in any way to be employees, volunteers or servants of the Sheriff, except to the extent required by applicable law.

#### **IV. MUTUAL AND RECIPROCAL BENEFIT**

The Sheriff and the City acknowledge and agree that the obligations and agreements of each are in consideration of the obligations and agreements of each other. The rights and obligations contained herein shall be binding on the successors and assigns of the respective parties.

#### **V. FORCE MAJEURE**

Any deadlines set forth herein for the performance of obligations by the parties shall be extended for a reasonable time in the event that a natural or man-made catastrophe (including, without limitation, storms, earthquakes, fires or acts of domestic or international terrorism) causes a material disturbance in the availability of services (including, without limitation, utilities, banking, transportation and insurance) or building products only if such disturbance materially and adversely affects the ability of either or both of the parties hereto to timely perform their obligations.

#### **VI. INDEMNIFICATION; INSURANCE**

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Sheriff, its officers, directors, employees and agents from and against any liabilities, damages and costs (including reasonable attorneys fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the term of this Agreement, by the negligent acts, errors or omissions of any City police officer commissioned as provided herein. The Sheriff agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorneys fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of the Sheriff or anyone for whom the Sheriff is legally responsible.

#### **VII. DISCRIMINATION CLAUSE**

The Sheriff agrees not to unlawfully discriminate in its practices related to the commissioning of City police officers as described herein, and will operate under this Agreement, without regard to age, race, color, religion, or national origin.

#### **VIII. ENTIRE AGREEMENT; MODIFICATION**

This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supercedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by authorized representatives of both parties.

## **IX. CONTROLLING LAW**

The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

## **X. TERMINATION**

Except as otherwise provided herein, this term of this Agreement shall commence upon the execution of this Agreement by both parties and shall continue thereafter until either party terminates this Agreement by providing not less than thirty (30) days prior written notice to the other.

## **XI. NOTICES**

All notices in connection with this Agreement shall be given in writing to the City through the Mayor's Office at 310 East Charles Street, Hammond, Louisiana 70401. All notices to the Sheriff shall be given in writing at his address at 15475 Club Deluxe Road, Hammond, Louisiana 70403.

## **XII. EXECUTION OF ADDITIONAL DOCUMENTS**

The Sheriff and the City agree and obligate themselves to execute any and all documents necessary or required to carry out the purposes of this Agreement and to use their respective best efforts to obtain any governmental or judicial approvals required to carry out the purposes and goals of this Agreement.

[Signature Page to Follow.]

THUS DONE AND SIGNED in Hammond, Louisiana, by the City of Hammond through its authorized representative in the presence of the undersigned witnesses and me, Notary Public, on this \_\_\_\_ day of \_\_\_\_\_, 2010.

WITNESSES:

CITY OF HAMMOND

\_\_\_\_\_  
Printed Name:\_\_\_\_\_

By:\_\_\_\_\_  
Mayson H. Foster, Mayor

\_\_\_\_\_  
Printed Name:\_\_\_\_\_

\_\_\_\_\_, Notary Public  
Notary Id#/Bar Roll #:\_\_\_\_\_  
My Commission Expires: at death

THUS DONE AND SIGNED in Hammond, Louisiana, by Daniel H. Edwards, Sheriff of Tangipahoa, in the presence of the undersigned witnesses and me, Notary Public, on this \_\_\_\_ day of \_\_\_\_\_, 2010.

WITNESSES:

\_\_\_\_\_  
Printed Name:\_\_\_\_\_

By:\_\_\_\_\_  
DANIEL H. EDWARDS, Sheriff  
Tangipahoa Parish

\_\_\_\_\_  
Printed Name:\_\_\_\_\_

\_\_\_\_\_, Notary Public  
Notary Id#/Bar Roll #:\_\_\_\_\_  
My Commission Expires: at death