

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

**COOPERATIVE ENDEAVOR AGREEMENT**

**BETWEEN THE CITY OF HAMMOND AND HOSPITAL SERVICE  
DISTRICT NO. 1 OF TANGIPAHOA PARISH**

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, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

WHEREAS, the City of Hammond (“COH”) and Hospital Service District No. 1 of Tangipahoa Parish d.b.a. North Oaks Health System, (“North Oaks”) recognizes the public need of providing and maximizing a safe and secure environment for North Oaks and the community which the health system serves; and .

WHEREAS, COH and North Oaks each have the authority to enter into this Agreement as evidenced by its governmental purpose; and

WHEREAS, COH and North Oaks have a reasonable expectation of receiving a benefit or value described herein that is at least equivalent to or greater than the consideration described in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1.

This cooperative endeavor agreement is between the City of Hammond (“COH”) and Hospital Service District No. 1 of Tangipahoa Parish d.b.a. North Oaks Health System, (herein referred to as “North Oaks”).

2.

In order to supplement and enhance security services for its patients, visitors and staff, North Oaks desires to obtain on-site security and law enforcement services of COH on an hourly basis. COH recognizes the public need of providing and maximizing a safe and secure environment for North Oaks and the community which the health system serves.

3.

COH and North Oaks acknowledge that under Louisiana Constitutional Article 7, Section 14, all the criteria of a Cooperative Agreement is acknowledged and all conditions are met.

4.

COH will provide necessary officers, dressed in uniform, who are fully commissioned in and for the City of Hammond to provide security services. COH will be responsible for all scheduling of personnel. The payment of \$25.00 per hour will be remitted to COH for payment of personnel provided. Invoicing will be provided to North Oaks on every other Monday with remittance to be made to COH on Thursday. In order to insure that no public funds are used for this purpose, an administrative fee of (8%), eight percent will be added to each invoice and paid by North Oaks to COH.

5.

COH, when providing security services, will at all times be an independent contractor and will endeavor to assign personnel as may be requested by North Oaks. The personnel assigned to North Oaks will at all times remain employees of City of Hammond, not North Oaks, and North Oaks will not direct the manner and method of their work, other than to require that they meet the basic standards and other requirements applicable to any other independent contractor invited on the hospital premises, for all purposes, including but not limited to issues of payroll, taxation, personnel management, workers' compensation and general liability.

6.

The Agreement may be cancelled at anytime by either party with 72 hours advance notice of termination.

7.

COH will appoint a 24-hour contact person to be North Oaks' single contact for issue resolution. North Oaks reserves the right to remove immediately, and in North Oaks' sole discretion, any officer assigned by COH. In such instance, North Oaks shall provide a detailed report to the COH setting forth the reasons and need for such removal.

8.

COH will provide a marked police vehicle to remain onsite at all times when officers are working.

9.

The North Oaks Security Director will manage this Agreement for North Oaks.

10.

Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

11.

COH and North Oaks agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and the parties agree to abide by the requirements of the Americans with Disabilities Act of 1990, as amended.

12.

COH and North Oaks agree not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. The parties acknowledge and agree that any act of unlawful discrimination committed by either party, or any other failure to comply with these statutory obligations when applicable shall be grounds for immediate termination of this Agreement.

13.

In no event shall this Agreement be considered a joint venture between the parties. Each party shall be solely responsible for the actions of their respective employees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made effective this \_\_\_\_ day of \_\_\_\_\_, 2015.

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**Pete Panepinto**  
Mayor  
City of Hammond, LA

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**James E. Cathey, Jr.**  
Chief Executive Officer  
70404 North Oaks Health System  
Hammond, LA 70404