

COOPERATIVE ENDEAVOR AGREEMENT

This Agreement is entered into by **LINCON PARISH POLICE JURY**, a political subdivision of the State of Louisiana (hereinafter referred to as **POLICE JURY**), and **LTP MEDICAL MOBILE, INC.**, a non-profit corporation organized under the laws of the State of Louisiana, domiciled in Ruston, Louisiana (hereinafter referred to as **HEALTH HUT**), collectively, "the parties," pursuant to the authority granted in Article 7, Section 14 (c) of the Louisiana Constitution and LSA-R.S. 33:1321, et. seq.

WHEREAS, the Police Jury is owner of a facility located at 316 Mills Avenue, Ruston, Louisiana 71270 and has the authority to enter into this Agreement as authorized and provided for in accordance with Louisiana Revised Statute 33:1236 (11) (a) (v); and

WHEREAS, **HEALTH HUT** seeks to operate a mobile health clinic to increase access to healthcare in underserved areas of Lincoln Parish; and

WHEREAS, the expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the **POLICE JURY** and **HEALTH HUT** consider the public benefit of providing for and administering public health services to residents of Lincoln Parish to be proportionate to the costs associated with this activity.

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

1. **Health Hut** shall provide initial and ongoing funding for all furnishings, technology, including printers and computers, and medical equipment needed to operate.
2. **Health Hut** shall comply with all applicable federal, state and local laws and regulations, and shall obtain and maintain all licenses, permits and other authorizations required by its operation.

3. **Health Hut** shall furnish and supply all expendable materials necessary to carry out its operations.
4. **Health Hut** shall at all times keep property in clean and orderly condition.
5. **Health Hut** shall provide representatives of **Police Jury** with access when required.
6. **Health Hut** shall obtain prior written consent from **Police Jury** to make any alterations, additions or improvements to the property; any such alterations, additions or improvements will be at the expense of the requesting party, unless otherwise agreed upon.
7. **Health Hut** agrees to share the cost of any utilities, janitorial services or similar services provided by **Police Jury** based on a percentage/square foot allocation.
8. **Health Hut** shall indemnify, defend, and hold harmless the **Police Jury**, its employees, agents, and representatives, from any and all suits, claims, actions, causes of action, losses, expenses, or damages, including attorney fees, relating to, in connections with, or arising out of, or resulting from the use and enjoyment of the **Health Hut** and all privileges granted herein by this Agreement between the **Police Jury** and **Health Hut**, with respect to all persons, including all agents, employees, servants, or invitees of **Health Hut**, as well as all property, whether emanating by way of intentional acts, negligence, non-performance, or strict liability, and the **Police Jury** is further extended the immunity from liability provided by LSA-R.S. 9:3221.
9. **Health Hut** shall at all times, and at its expense, carry the minimum insurance shown below, and shall provide **Police Jury** with a certificate of insurance, with a minimum 30 days of notice of cancellation or material change provided to **Police Jury**. All insurance policies shall name the **Police Jury** as an additional insured. Coverage to be provided as follows:
 - A) Commercial general liability, including contractual coverage, in the amount of \$1,000,000 per occurrence.

- B) Tenant's liability insurance with minimum amounts of at least \$100,000 for any one person, and \$300,000 for any one occurrence.
- C) Workers Compensation Insurance and employer's liability insurance fully covering **Health Hut's** operations under the Agreement.

10. Neither party may assign this Agreement or any of its rights or obligations hereunder without prior consent.

11. This Agreement may be modified or amended at any time by mutual consent of the Parties provided that 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.

12. This Agreement shall have a fixed term of three (3) years commencing _____ and ending _____. The initial three (3) year term of this Agreement may be extended for additional two (2) year terms under the same terms and conditions unless EITHER party advises the other in writing of its desire that the Agreement not be renewed at least 90 days prior to the end of any contract period.

LINCOLN PARISH POLICE JURY

By: _____

Glenn Scriber, President

HEALTH HUT

By: _____

Name: _____

Title: _____