

NOT DESIGNATED FOR PUBLICATION

CHARLES A. GIARRUSSO * **NO. 2002-CA-0093**
VERSUS * **COURT OF APPEAL**
NEW ORLEANS POLICE * **FOURTH CIRCUIT**
DEPARTMENT, CITY OF NEW *
ORLEANS, AND KEVIN R. * **STATE OF LOUISIANA**
STAMP *

* * * * *

APPEAL FROM
CIVIL DISTRICT COURT, ORLEANS PARISH
NO. 98-6696, DIVISION "C-6"
Honorable Roland L. Belsome, Judge

* * * * *

Judge Dennis R. Bagneris, Sr.

* * * * *

(Court composed of Judge Joan Bernard Armstrong, Judge Miriam G. Waltzer, and Judge Dennis R. Bagneris, Sr.)

ARMSTRONG, J., CONCURS

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AFFIRMED

This appeal challenges the trial court's determination that plaintiff's tort suit against defendants is barred by workers' compensation immunity. For the following reasons, we affirm.

FACTUAL AND PROCEDURAL BACKGROUND

On April 16, 1997, plaintiff Charles Giarrusso ("Plaintiff"), a Special Agent for the United States Bureau of Alcohol, Tobacco and Firearms ("ATF"), was a passenger in an unmarked police car owned by the ATF, a Chrysler New Yorker, driven by defendant Kevin Stamp ("Officer Stamp"), a New Orleans Police Department officer ("NOPD"). Plaintiff was assigned on that day to collaborate with Officer Stamp in undercover surveillance activity at a public housing development. While Plaintiff and Officer Stamp were on their way to conduct surveillance work in the public housing

development, Officer Stamp responded to a call from ATF agent Leonor Veal (“Agent Veal”) regarding a parked Mercury Cougar on the corner of North Dorgenois Street and Ursuline Street in New Orleans. Officer Stamp stopped to assist ATF Agent Veal with his response to what appeared to be a narcotics transaction. Specifically, Officer Stamp pulled the front of the Chrysler to a stop at an angle directly in front of the drug suspects’ parked vehicle, which was the Mercury Cougar. The drug suspect behind the wheel of the Mercury, being aware of the arrival of the police, accelerated quickly from his parked position and collided with the right front passenger side of the Chrysler vehicle, where Plaintiff was sitting.

As a result of the accident, Plaintiff alleges that he sustained permanent injuries to his body. The injuries include damages to his cervical spine at the C3-4, C5-6 and C6-7 levels, significant aggravation of a pre-existing lumbar spine injury, and a right shoulder sprain with internal derangement.

On April 15, 1998, Plaintiff filed an action for damages, naming as defendants NOPD, the City of New Orleans, and Officer Kevin Stamp. Defendants filed a peremptory exception of no cause of action and answer, which denied the allegations and requested that Plaintiff’s petition be dismissed. Specifically, defendants requested the dismissal of Plaintiff’s

petition on the basis that at the time of his alleged injuries, Plaintiff was in the course and scope of his employment with the ATF, and in performance of a joint venture with the NOPD, and thus, the City of New Orleans is limited to the payment of workers' compensation benefits.

On January 12, 2000, the defendants filed a motion for summary judgment contending that Plaintiff has no cause of action in tort against defendants because ATF and NOPD were engaged in a joint venture when Plaintiff was injured and that Plaintiff's rights are limited to workers' compensation. On January 25, 2000, Plaintiff filed a cross-motion for partial summary judgment on the issue of tort immunity. On March 29, 2000, after a hearing, the trial court denied both motions for summary judgment.

After a five-day bench trial in January 2001, the trial court found that Plaintiff could pursue remedies only in workers' compensation and rendered judgment in favor of defendants. The trial court signed a written judgment to this effect on July 30, 2001. In its reasons for judgment, the trial court stated:

Plaintiff was an agent with the United State's Treasury Department Bureau of Alcohol, Tobacco and Firearms. His duties required him to investigate and [sic] violations of and enforce federal laws pertaining to illegal drug activity. Plaintiff sustained damages in an accident that occurred on April 16, 1997. Based on the evidence submitted and the applicable law, it is clear that the parties were involved in a joint venture

sponsored by HANO, ATF and the City of New Orleans. The venture was titled “Safe Home Task Force.” The task force was designed to fight drug trafficking in and around the public housing developments in Orleans Parish.

This accident occurred after the driver of the Orleans Parish police [sic] Department vehicle responded to a radio request for assistance from an ATF agent. Kevin Stamps, the driver of the vehicle and an NOPD officer, attempted to park the squad car in front of another vehicle described as a suspect in a drug transaction. Stamps testified that as soon as he parked his vehicle, the parties in the suspect car realized that Stamps and Giarrusso were police, and attempted to flee the scene. Stamps had situated his car in front of the suspects’ vehicle and when the suspects took off, their car struck the car in which Giarrusso was a passenger.

* * *

What this Court does question, however, is Mr. Giarrusso’s ability to recover under the laws that apply to joint ventures. According to the testimony of Captain Najolia, Sergeant Stamps’ actions were “professional” and were consistent with acceptable police procedure. Although Plaintiff would argue that Sergeant Stamps’ conduct was negligent, and that he further owed Plaintiff a duty to protect him under the circumstances, that does not overcome the required application of Workers’ Compensation to claims involving injuries sustained pursuant to joint ventures.

In Buckbee on Behalf of Buckbee v. AWECO, Inc., 418 So.2d 698 (La. App. 3 Cir.), writ denied, 422 So.2d 166 (La. 1982), the court, found joint ventures to be analogous and practically synonymous with partnerships, holding that the provisions of La. R.S. 23:1032, limiting the injured party’s claims to remedies under the worker’s compensation laws, also applies to joint ventures and its [sic] members. Specifically, they stated, “we, therefore, hold that a joint venture and its members is covered by the exclusive remedy provision of La. R.S. 23:1032.” Citations omitted.

This Court feels that Sergeant Stamps’ conduct may have

been negligent. However, under Louisiana law, those facts are inconsequential. Unfortunately, this outstanding public servant with permanent physical injuries may not recover in tort, but may only pursue remedies in Workers' Compensation.

On appeal, Plaintiff briefed five assignments of error, arguing that the trial court erred in: (1) finding that the Operation Safe Home Task Force constituted a "joint venture" under Louisiana law; (2) finding that the mere existence of a "joint venture" conferred tort immunity on defendants; (3) failing to require defendants to prove that his (Plaintiff's) injury occurred in furtherance of the business, mission or purpose of the alleged "joint venture"; (4) failing to find defendants liable for his (Plaintiff's) damages; and (5) failing to assess his (Plaintiff's) damages.

TRIAL TESTIMONY

Officer Kevin Stamp

Officer Stamp testified that he was transferred to the multiagency "Safe Home" Task Force in late 1996. Officer Stamp testified that HUD funds the ATF "Safe Home" Task Force and that the Task Force consisted of four officers and one supervisor under the supervision of the ATF. Officer Stamp testified that the Task Force was an initiative of federal agencies to combine law enforcement efforts with local police and housing authorities to address violent and drug-related crime within public housing developments. Officer Stamp testified that when he would report to work with the Task

Force, he would report to the ATF local office in the Heritage Plaza located in Metairie. He further testified that ATF agents, the officers, the sergeant, the supervisor, the Marshal Service, DEA and HUD members who were assigned to the task force had an office within the ATF local office. Officer Stamp also testified that ATF Agent Richard Palmisano was the overseer of the task force, and that Sergeant Malbrue, his police supervisor, was his immediate supervisor and captain.

Officer Stamp testified that on the day of Plaintiff's injuries, he remembered leaving with Plaintiff, in an unmarked Chrysler New Yorker owned by the ATF, to conduct surveillance in a public housing development; however, he was summoned by Agent Veal, who was also assigned to the task force, to assist with the investigation of a narcotics transaction. Officer Stamp testified that he and Agent Veal decided it was best for him to park the car in order for Officer Stamp and Plaintiff to assist with the surveillance. However, Officer Stamp testified that before he was able to complete the parking maneuver, the suspects put their vehicle in drive and rammed their car into his.

Agent Charles Giarrusso

Plaintiff testified that at the time of this accident, he was employed by ATF and was working with the "Safe Home" Task Force. Plaintiff testified

to his understanding of the “Safe Home” Task Force, as follows:

My understanding of the “Safe Home” Task Force was that there was a federal grant received. And this grant allowed for additional expenditures that we would be allotted some moneys; the NOPD would be allotted some moneys for officers’ salaries. And there would be a cooperative type of arrangement where we would begin working in the housing development against violent crime involving firearms and narcotics.

Plaintiff testified that ATF agents are not recognized as peace officers in Louisiana and that as such, he did not have the right to investigate and arrest people for municipal violations, city codes, ordinances, and state violations. Accordingly, Plaintiff testified “probably 90 percent of the arrests that were made, because of our restrictions and laws, were probably made by the State, by the NOPD.” Plaintiff testified that he had ridden with New Orleans Police Department officers on numerous occasions prior to working on the “Safe Home” Task Force. Specifically, Plaintiff testified as follows:

Well, let’s just say maybe New Orleans Police Officer would contact the ATF or contact me directly and say “Agent Giarrusso, we know these individuals who are committing violent crimes and they’re carrying firearms,” or “We know of a convicted felon who is in possession of a firearm. We’re conducting an investigation,” because under state law, they actually have some laws that overlap our laws. Usually our penalties are just a little more severe. And that’s why they would usually contact us, say, you know; they would get more time if we actually prosecuted. And I guess that was the real motivation behind it.

So they would contact us or contact me directly. And we would begin an investigation. And in this investigation, certainly out of courtesy, we wouldn’t say “Well, thank you

very much. We'll handle it from here." We would ask that officer if he would want to be involved in the investigation and allow him to work the case with us.

So in many cases, they contacted us or we contacted them to let them know that we had a case in the City of New Orleans of a magnitude that there were gonna be state violations, federal violation. And as a courtesy because we'd be working, you know, in the area, we would let them know. And they a lot of times would say, "Can we work along with you?" And we'd be like, "Sure."

Plaintiff also testified that he would occasionally participate in NOPD work while he participated in the "Safe Home" Task Force. Specifically, the testimony at trial was as follows:

Q. If you had been riding with a NOPD officer during commission of a crime – Let's just say hypothetically a crime occurred that was outside the scope of you "Safe Home" Task Force mission. What would happen?

* * *

Q. I mean, say you were riding with an NOPD officer assigned to the "Safe Home" Task Force. Would you have expected that NOPD officer to respond to that crime?

A. Absolutely he has to. He has to under the law. He could be charged with malfeasance if he didn't react to something or some type of crime. That's his duty. In that case I would take up a supportive role as best as I could.

Plaintiff testified that just prior to the accident, he and Officer Stamp were heading northbound on Ursuline Street. Specifically, Plaintiff testified as follows:

As we were traveling north on Ursuline, Agent Veal and US Marshal Carlton kind of snuck up on us on the side of us, rolled down their windows, tooted the horn, rolled down their windows. And it was just kind of like, “What’s going on? What y’all doing?” that kind of thing. And I guess we were probably, “Yeah, what are y’all doing?” And at that point, somebody made reference to “Look at the black Cougar on the corner.” And everybody said, “Yeah, look at that.”

And Agent Veal and US Marshal Carlton, who were in the government, an ATF red Mustang, accelerated. And they continued straight on Ursuline northbound, passing up the intersection. Officer Stamp, when he approached the intersection, made a left turn and then went, pulled directly in front of the violators’ vehicle, potential violators’ vehicle.

* * *

And right as I turned my head, I just saw like a flash. I didn’t know what it was. I just saw something fast moving out of the corner of my eye as I turned. And so I kind of froze. And right at that point, the vehicle struck – the black Cougar struck our vehicle broadside.

On cross-examination, Plaintiff testified that on the day of the accident, he did not have any specific understanding as to what his destination was at the time he left the ATF office on Veterans Boulevard. Specifically, Plaintiff stated:

...I assumed that we were gonna meet somewhere [sic] and we were gonna talk about the destination where we were going in regards to the activities that day since no one had briefed us on what we were doing and who was doing what yet that day.

Plaintiff testified that at some point before arriving at the accident location, he did have the impression that there was some sort of criminal activity going on, and that it could have been narcotics. Plaintiff also

testified on cross-examination that, prior to arriving at the location where the accident occurred, he and Officer Stamp had assisted another NOPD officer with a stop, and that once the officers had the situation secured, he acted strictly as backup.

Sergeant Dwayne Scheuermann

Sergeant Scheuermann, a police officer with the NOPD who was also assigned to the “Safe Home” Task Force, testified as to the relationship between NOPD agents and the ATF agents assigned to the “Safe Home” Task Force. Specifically, Sergeant Scheuermann stated:

We worked as a team. While we were there, Special Agent Richard Palmisano was the overall supervisor of the task force. He’s from ATF. He did have say in the type of investigation we could conduct. And we, of course -- He made sure we followed the ATF fules, because we were, we were deputized as deputy US Marshals and assigned to that federal task force.

And we also had our sergeant. Again, in working on the streets, we never had a situation that arised where one agent – [i]n other words, I wouldn’t tell Agent Giarrusso, “Hey, you have to do this,” or him tell me, “You have to do that.” We would just work as a team.

When asked at trial whether the NOPD chain of command remained intact as the ATF remained intact, Sergeant Scheuermann testified as follows:

To an extent. We still had to answer to (ATF Agent) Palmisano; he was the overall supervisor. But we did have our

chain of command. Things that were unique to the New Orleans chain of command, we dealt with through our sergeant. Things that were common, common type things between agents and officers, of course, we went through both the NOPD sergeant and Special Agent Palmisano.

Captain Harry Pohl Mendoza

Captain Mendoza, an NOPD officer in the Special Operations Division of the NOPD, testified that the “Safe Home” Task Force was established to address violent, drug-related crime in public housing developments. Captain Mendoza also testified that the law enforcement activity at the corner of Ursuline and North Dorgenois was not part of the business or mission of the Operation “Safe Home” Task Force, as he understood it to be.

On cross-examination, Captain Mendoza testified that to the best of his knowledge, the incident at issue did occur during the course of operations of the joint task force, the City and the ATF. He further testified that ATF and the NOPD were working together, cooperating in their working toward a common goal, eradication of crime.

Agent Richard Palmisano

Agent Palmisano testified that he works for the ATF, and that he is the supervisor of the Operation “Safe Home” Task Force. Agent Palmisano testified as follows:

Q. All right. What is the nature and goals of Operation “Safe Home”

Task Force?

A. "Safe Home" was designed back in 1994 in order to assist in public housing, to reduce violent crime in public housing. And the grant restricts us to the Parish of Orleans.

* * *

Q. Now where were the activities of this "Safe Home" Task Force conducted in 1997?

A. In 1997, just as any other year, we are – we do most –The majority of our work is in Orleans Parish. And our primary responsibility is for public housing, any publicly assisted housing. That can be Section 8 housing. That can be scatter sites as well as the housing developments themselves.

Q. Now what is Section 8 housing?

A. It's housing that HUD provides to individuals. They provide loans for them to acquire individual, single-dwelling homes.

Q. Now to whom did the police and agents in the program report to?

A. They reported to me.

Q. Where?

A. We work out of the ATF office, which is at 111 Veterans Boulevard, in Suite 1222.

Q. Are you saying both the New Orleans police officers and the ATF agents reported to you?

A. That's correct.

* * *

Q. Now the cars that were involved, (on the day of Plaintiff's accident) where were these cars from? Were they ATF or –

A. Yes, the majority of the vehicles were ATF vehicles. In fact, I believe at that particular time, they were all ATF vehicles assigned to the various people.

Q. So there may have been – Some of them may have been driven by New Orleans Police Department?

A. Oh, absolutely.

Q. But they were ATF vehicles?

A. Right.

Q. Where did you'll get the vehicles from?

A. They're ATF-owned vehicles for the most part. At that time, they were all ATF-owned vehicles. We had not leased any vehicles during that period of time. So they were purchased by the Federal Government for use in law enforcement.

* * *

Q. I show you a document titled Memorandum of Understanding for fiscal year 1995 and '96 between ATF and HANO. Do you recognize that document?

A. Yes, I do.

Q. What is that?

A. It's an agreement drawn up between ATF and the Housing Authority of New Orleans specifically designating certain amounts of funding to be provided by the housing development – I mean by the Orleans public housing for "Safe Home" Task Force.

* * *

Q. I show you a document titled "Housing Authority Contract for the Provision of Supplemental Police Services." Now this is a January 1, 1998, contract; is that right?

A. Yes. This has certain sections in it that pertained to the "Safe

Home” Task Force as well as other funding.

Q. Are you familiar with that document?

A. Yes, I am. I’ve seen the document before, yes.

* * *

Q. Now am I correct that all of these documents have all the “Safe Home” Task Force operation?

A. Yes, they pertain to the “Safe Home” Task Force operation; that’s correct.

* * *

Q. I show you D-5. This was the document, Memorandum of Understanding for fiscal year 1994. And from the point of view of you and your agency, what was the purpose of that document?

A. Of course, this was the very first one that was drawn up, Memorandum of Understanding. And it was basically – again, identified our mission as the “Safe Home” Task Force and also identified areas where moneys were needed to be spent, such as travel, rental services, other supplies and equipment that would be needed by the task force. And this identified where those, those areas where money was going to be expended for the task force.

It also just basically says that we would maintain certain records of the finances that were spent so that an audit was necessary, they could come and see the records of where the money was actually spent.

On cross-examination, Agent Palmisano testified that the NOPD officers that were assigned to his task force had to abide by the rules and regulations of the New Orleans Police Department at all times in addition to

their having to follow the rules and regulations of ATF. He further testified that it was his understanding that the “Safe Home” Task Force, which he operated, handled public developments, Section 8 housing, and scatter sites.

Agent Leonor Veal

Agent Veal, an employee of the ATF, testified as to what happened on April 16, 1997. Specifically, Agent Veal testified that she was a passenger in a car driven by Agent Carlton, a US Marshal. Officer Randy Lewis, an NOPD officer who was also assigned to the “Safe Home” Task Force, had observed some narcotics activity and notified them for back up. Agent Veal testified that she was sure that there was radio contact with Officer Stamp, notifying him of the narcotic activity taking place. Agent Veal testified that she did observe the suspect car lurch forward and hit Officer Stamp’s vehicle, but she did not think Officer Stamp’s parking maneuver was considered a roadblock. Specifically, Agent Veal stated: “[t]he [suspect] vehicle could have moved between Agent’s – Officer Stamp’s vehicle and the curb. He could have gotten through. I think the problem was he just didn’t know they were there. And there was no vehicle behind, directly behind to block him in either. The car was not trapped in there.”

DISCUSSION

Assignment of Error Number One: Whether the Operation Safe Home Task Force Constitutes a “Joint Venture” under Louisiana Law.

Plaintiff contends that the contracts and memoranda in evidence do not establish that the Operation Safe Home Task Force constituted a “joint venture” under Louisiana law. Rather, Plaintiff argues that this task force was simply an agreement whereby the ATF, an independent contractor, entered into a relationship to lend or contribute resources to HANO, a contracting entity.

Louisiana jurisprudence has established that the essential elements of a joint venture are generally the same as those of a partnership, i.e., two or more parties combining their property, labor, skill, and the like in the conduct of a venture for joint profit, with each having some right of control. *Kelly v. Boh Bros. Const. Co., Inc.* 96-1051 p.10 (La. App. 5 Cir. 4/9/97) 694 So.2d 463, 468. The following is a specific, but non-exhaustive list of criteria underlying these general principles. They contain the same basic precepts as those applicable to partnerships; they are: (1) a contract between two or more persons; (2) a juridical entity or person is established; (3) contribution by all parties of either efforts or resources; (4) their contributions must be in determinate proportions; (5) there must be joint effort; (6) there must be a sharing of both profits and losses; and (7) each party must have some right of control. *Cajun Elec. Power Co-op., Inc. v. McNamara*, 452 So.2d 212, 215 (La.App. 1 Cir. 5/30/84). Where these

criteria exist between two or more entities in an unincorporated association, the court will most likely find that a joint venture exists. *Id.* However, the court will also look to the express and implied intent of the parties at the time of the undertaking to determine whether or not they intended to form a joint venture. *Hero & Co. v. Farnsworth & Chambers Co.*, 236 La. 306, 322, 107 So.2d 650, 655 (La.12/15/58). A finding that the parties expressly reject that a joint venture was intended will foreclose the issue of the parties' express intentions. *Id.* However, the legal effects of the parties' actions must support such a claim for the court to hold that a formation of a joint venture was not impliedly intended. *Id.* Thus, the facts must show the intent of the parties was carried out, either affirmatively or negatively. *Varnado v. Sanders*, 477 So.2d 1205, 1212 (La.App. 1 Cir. 10/8/85).

Where a joint venture exists, it then generally follows under Louisiana jurisprudence that the rules of partnerships shall apply. *Cajun Elec. Power Co-op., Inc.* 452 So.2d at 215. This application takes into account the primary difference between a partnership and a joint venture, that being that a partnership is usually formed to carry out a particular type of business, whereas a joint venture is usually formed to conduct a single transaction, though the business of completing that transaction may continue for a number of years. *Id.* Thus, joint ventures are formally and operationally

similar to partnerships but often contemplate a term of operation limited to the completion of a singular or limited number of transactions. *Id.*

The Louisiana courts have also established a distinction between joint ventures and corporations, reasoning that although joint ventures are analogous to and generally controlled by the law of partnerships, a joint adventure does not exist where an actual partnership exists, or where an enterprise is organized and operated in corporate form. *Ault & Wiborg Co. of Canada v. Carson Carbon Co.*, 181 La. 681, 689, 160 So. 298, 300 (La.1935). In *Ault*, the court found that where it was expressly asserted in pleadings that the defendant company was an incorporated entity, and where proof that same company was incorporated with two 50% corporate shareholders, rules applicable to partnerships or joint adventures could not be applied. *Id.* at 300. A joint venture is a special combination of two or more juridical persons who engage in a specific venture for their joint profit or gain, without an actual partnership or corporate designation. *Hayes v. Muller*, 254 La. 356, 366, 158 So.2d 191, 194 (La.1963).

In *Cajun Electric*, Cajun Electric Company (Cajun) and Gulf States Utilities (GSU) agreed to combine their resources in a 70% and 30% ratio, to collaborate and to share the risk of loss and the hope of gain while undertaking the joint operation of River Bend Nuclear Power Plant. *Cajun*

Elec. Power Co-op., Inc. 452 So.2d at 214. The court found that a joint venture had come into existence when GSU and Cajun agreed that they would become co-owners and operators of the plant and signed the various contracts and powers of attorney, even though the agreements signed by the parties expressly stated that no such agreement was intended. *Id.* at 216. In determining that the parties were engaged in a joint venture despite their express disclaimer, the court first stated that the determination of a joint venture is a question of fact, and that the set of criteria for such a finding is a question of law. *Id.* at 215. The court then examined the relationship between the entities under the principle that there are no definite legal rules fixing the requisites for a joint venture, and that such cases must be considered *sui generis*, with particular consideration being given to the customs and practices characteristic of the industry or commercial undertaking at issue. *Id.* at 216.

Combining these principles, the *Cajun Electric* court reasoned that the legal relationship between the parties would not be controlled conclusively by the express terms used by the parties to designate their relationship, especially with regard to third parties. *Id.* In *Cajun Electric* the entities sought to avoid local sales tax liability by contracting that they were not a joint venture or partnership while simultaneously receiving the benefit of

partnership tax advantages shared by the entities for federal and state income tax purposes. *Id.* In ruling, the court looked to the joint venture criteria and the duality of tax attributes, stating that a cause of action avoiding joint venture status would not be heard where the nature of operations satisfied the joint venture criteria and the entity availed itself to federal income tax benefits arising from the resulting partnership classification. *Id.* In summary, when two or more parties enter into agreement, which the law recognizes as a partnership or joint venture, it becomes a judicial entity, and liability of the parties is determined by the law relating to partnership, even if the parties had not thought of such consequences or even sought to avoid certain consequences of the relationship. *Id.*

This Court recently addressed the definition of a joint venture in *Gabriel v. Hobbs*, 2001-0538 p.4 (La.App. 4 Cir. 12/19/01) 804 So.2d 853, 855. Specifically, this Court stated, in pertinent part, the following:

To analyze whether this vacation trip was a joint venture, we must first look at the definition of joint venture. In *Kelly v. Boh Bros. Construction Co., Inc.* 96-1051 (La.App. 5 Cir. 4/9/97) 694 So.2d 463 our brethren state:

The essential elements of a joint venture are generally the same as those of partnership, i.e. two or more parties combining their property, labor, skill, etc., in the conduct of the venture for joint profit or benefit, with each having some right of control, and thus, joint ventures are generally governed by the law of partnership. *Cajun Elec. Power Co-op., Inc. v. McNamara*, 452 So.2d 212

(La.App. 1st Cir.1984).
Kelly, supra, at 468.

We would add to this check-list of the essence of a joint venture that generally, a joint venture is for pecuniary gain.

Gabriel, 2001-0538 at p.4, 804 So.2d at 855.

After a complete analysis of the facts and circumstances of this case, we find that the trial court did not manifestly err in its finding that the “Safe Home” Task Force was in fact a joint venture between ATF and the NOPD. First, both the plaintiff and defendant entered into evidence a contract titled “HOUSING AUTHORITY OF NEW ORLEANS CONTRACT FOR THE PROVISION OF SUPPLEMENTAL POLICE SERVICES,” which defined the relationship between the NOPD and ATF. Specifically, the goal stated in the contract was as follows:

...to contract with the City for additional police services to create a drug and crime-free environment and to provide for the safety and protection of the residents in its public housing development.... task force will target and direct enforcement effort toward combating violence. The task force will target firearms and other forms of violent crime including the sale and distribution of narcotics in public housing in New Orleans, Louisiana.

Second, the testimony at trial indicates that NOPD Officer Stamp was merely responding to ATF Agent Veal’s request for assistance with the investigation of a narcotics transaction. Third, several witnesses at trial testified that both the NOPD officers and ATF agents assigned to the “Safe

Home” Task Force worked out of the ATF office, which is located at on Veterans Boulevard, in Metairie. Further, the testimony indicates that both the NOPD officers and ATF agents reported to ATF Agent Richard Palmisano, who was the supervisor of the Operation “Safe Home” Task Force. Fourth, the trial testimony indicates that the NOPD officers assigned to the “Safe Home” Task Force routinely drove the ATF’s vehicles while conducting their work. In fact, Agent Palmisano testified that the cars that were in operation at the time of Plaintiff’s accident were all ATF vehicles. Accordingly, we find no manifest error in the trial court’s factual determination that ATF and NOPD were working together as a “joint venture” to combat violent crime.

Assignment of Error Number Two: Whether the Mere Existence of a “Joint Venture” conferred Tort Immunity on Defendants.

Plaintiff argues that all of the evidence in the record makes it clear that the scope of the task force is the elimination of violent and drug-related crime in public housing developments; thus, Plaintiff was out of the scope of the joint venture when he was injured on the corner of North Dorgenois Street and Ursuline Street in New Orleans.

We agree with Plaintiff that the safety of housing development residents is the stated goal for the “Safe Home” Task Force, but we find no requirement that the activities to achieve that goal take place only inside

such developments.

Again, it was an ATF Agent who was responsible for Plaintiff's coming to the scene, and Officer Stamp was driving an ATF vehicle as part of the joint venture between NOPD and ATF. Thus, we agree with defendants' statement that "[t]he labor of all of them (ATF Agents and NOPD officers) had the same immediate goal, apprehension of the suspects who were inside of and standing beside the culprit car and this immediate goal was part of the day's activities which their 'team' was engaged in performing." Accordingly, we find that the Plaintiff and Officer Stamp were performing their duties, assigned to them under the "Safe Home" Task Force, of combating violent crime and the sale and distribution of narcotics at the time of Plaintiff's injuries. As such, we affirm the judgment of the trial court holding that Plaintiff may only pursue remedies in Workers' Compensation.

Because we find that that the record substantiates the trial court's finding that Plaintiff was acting in the course and scope of the joint venture, and is thus limited to workers' compensation benefits, the remaining assignments of error are moot.

AFFIRMED

