

MAY 8, 2018

DATE, TIME, PLACE OF MEETING

The Calcasieu Parish School Board meeting was held in the Board Room of the Calcasieu Parish School Board, located at 3310 Broad Street, Lake Charles, Louisiana, 70615, on Tuesday, May 8, 2018, at 5:00 p.m.

The meeting was called to order by Mack Dellafosse, President. The prayer was led by Alvin Smith. The Pledge of Allegiance was led by Ron Hayes.

ROLL CALL

The roll was called by Superintendent Bruchhaus and the following members were present: Glenda Gay, Dean Roberts, Fred Hardy, Annette Ballard, Ron Hayes, Mack Dellafosse, Damon Hardesty, John Duhon, Russell Castille, Wayne Williams, Alvin Smith, Chad Guidry, and Aaron Natali.

Mr. Tarver and Mr. Breaux were absent.

Mr. Dellafosse announced that Mr. Tarver was absent due to the recent birth of twins, a son and a daughter.

APPROVAL OF MINUTES

Mr. Hardy, with a second by Mr. Hardesty, offered a motion to approve the Minutes of March 13, 2018. The motion carried on a unanimous vote.

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

1. Board Members have received the April school population report.
2. All Board Members have received the April Head Start Report.

Program Governance

Policy Council meeting was held on April 23, 2018. The following items were approved:

March 19th Policy Council Minutes

March's Director's Report

March's Attendance Report

March's Financial Report

Governance Policy

2018-2019 Head Start Continuation Grant was submitted to the Office of Head Start.

Staff attended Head Start Program Planning and Data Symposium

Program Operations

Enrollment – 425 (Slots are available due to lack of eligible applicants at this time.)

3. An update on our Pre-Kindergarten Tuition-based programs: 86 out of 1,313 applicants indicated that they were interested in paying tuition for the 2018-2019 school year. After reviewing the data, it has been determined that we will have a tuition-based class at W.T. Henning and A.A. Nelson due to the highest interest being at those sites. Applicants have been emailed regarding this determination. The lottery to determine who will be selected for these classes will take place on June 8th.

4. I would like to report our current sales tax numbers for our general fund which show April, 2018, collections at \$8,122,833 or 76.4 % above budget for the tenth month of the 2017-2018 year.

Collections are \$1,817,874 or 10.7 % above collections for the same month last year.

Collections for the 2017-2018 year after ten months are \$48,469,402 or 39.2 % over budget and \$40,541,882 or 30.8 % over the same time period last year.

5. Just a final reminder to all Board Members that your Louisiana Ethics Administration Annual Financial Disclosure Statement for 2017 is due May 15, 2018.

6. Please remember National Teacher Day is today, May 8, and we are celebrating our teachers all week during Teacher Appreciation Week.

7. I would like to introduce a group visiting tonight, Mr. Ronald Blanchard and students involved with the Impact Group. Derrick Williams spoke, representing the group.

8. Also, introducing Dr. Marcus Jackson, the new R3 Zone Director. He will begin work with CPSB on May 21.

PRESENTATIONS

A. LaGrange University students, winners of Seed Center Entrepreneur Contest/Adrian Wallace, Seed Center

Malek Ellis, Alex Brown

B. 2017-2018 Calcasieu Parish Students of the Year/Matt Rion/ College Programs Administrator

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Elementary Division Winner: Gillian Myers, Vincent Settlement Elementary
Elementary Division Runner Up: Emma Vinson, T.S. Cooley Elementary
Middle School Division Winner: Braden Veuleman, Iowa Middle
Middle School Division Runner Up: Lauren Rigmaiden, F.K. White Middle
High School Division Winner: Kaylee Cornier, Iowa High
High School Division Runner Up: MeKenzie Peshoff, Barbe High

C. 2017-2018 Calcasieu Parish Teachers of the Year/Matt Rion/College Programs Administrator

Stefanie Self, Westwood Elementary
Lauren Cesar, Iowa Middle
Shiv Kumar, LaGrange High

D. 2017-2018 Calcasieu Parish Principals of the Year/Matt Rion/College Programs Administrator

Beth Flanagan, Western Heights Elementary
Owen Clanton, F.K. White Middle
Jason VanMetre, Westlake High

E. 2017-2018 Calcasieu Parish Counselors of the Year/Tony McCardle/Director, Career and Technical Education

Elementary School Division:
Christy Blalock, Prien Lake Elementary – Winner
Angela Celestine, J.D. Clifton Elementary
Kim DeVillier, Henry Heights Elementary

Middle School Division:
Cassandra Austin, S.J. Welsh Middle – Winner

High School Division:
Leslie Lee, Sulphur High - Winner and Calcasieu Parish School Board Overall Winner
Wendy Bernard, Washington-Marion High

F. Presentation of Nationally Board Certified Teachers/Tommy Campbell/CAO

Kathy Bonsall, Sulphur High
Julie Dallas, Sulphur High
Kathryn Engel, Vinton Middle
Beth Ferguson, Dolby Elementary
Elizabeth Hooper, R.W. Vincent Elementary
Angela Kiser, Tech Training Center

Gwen Langley, Dequincy Primary
Saberly O'Quain, Maplewood Middle
Ruthie Paris, Moss Bluff Elementary
Lisa Stagg, Special Services
Angela Whitman, Vinton Elementary
Barbara Yancey, LCB Academy
Dixie Yorks, Special Services
Marie-Nicole Zahm, Middle School C&I

TAKE APPROPRIATE ACTION

Mr. Dellafosse read the following items:

(Items A-F are available for viewing at 3310 Broad Street, at the end of this document, and as part of the official Minutes at www.cpsb.org)

A. Approval of Resolution to employ special counsel regarding opioid epidemic class action litigation (*Draft subject to attorney approval*)

On a motion to approve by Mr. Hayes and a second by Mr. Hardesty, the motion carried.

B. Approval of lease and recreational use agreement with Louisiana Department of Wildlife and Fisheries for Sabine Refuge 16th Section property

On a motion to approve by Mr. Hardesty and a second by Mr. Hardy, the motion carried.

C. Approval of Summer Feeding Program agreement with Calcasieu Parish Police Jury (*Draft subject to attorney approval*)

On a motion to approve by Mr. Hayes and a second by Mr. Williams, the motion carried.

D. Approval of Summer Food Service Program agreement with City of Lake Charles

On a motion to approve by Mr. Hardesty and a second by Mr. Hardy, the motion carried.

E. Approval of new Science Resources purchase

Blue card to address the Board: Henning Elementary Principal, Dea Anne Kay

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On a motion to approve by Mrs. Ballard and a second by Mr. Hardy, the motion carried.

F. Approval of non-disturbance agreement with Chennault International Airport Authority and lessee Rampart Completions, LLC

On a motion to approve by Mr. Hardy and a second by Mr. Hardesty, the motion carried.

BID REPORTS

Mr. Dellafosse read the following items:

A. Bid #2019-01 – Janitorial Supplies/General Funds

BID 2019-01 – JANITORIAL SUPPLIES was opened on March 28, 2018 @ 10 AM

BIDS WERE SENT TO THE FOLLOWING:

A+ Chemical Co
Dixie Paper
Economical Janitorial
Lake City Supply
Office Depot
Sanitary Supply
Schneider Paper Co
Unipak

BID RESULTS AS FOLLOWS:

A+ Chemical Co	\$111,796.55
All American Poly	\$ 21,564.72
Economical	\$ 51,530.04
Genesis	\$ 6,933.50
Interboro	\$ 841.84
Pyramid	\$ 4,907.94
Sanitary Supply	<u>\$ 1,726.50</u>
TOTAL	\$209,301.09

THE STAFF RECOMMENDS AWARDING AS INDICATED AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDERS.

On a motion to approve by Mr. Hayes and seconded by Mr. Duhon, the motion carried.

B .RFP 2019-24 – Staff Uniform Rental & Laundry Service/General Funds

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RFP 2019-24 – STAFF UNIFORM RENTAL & LAUNDRY SERVICE

(Maintenance/Transportation Departments) was opened on April 11, 2018 @ 10:00AM

BIDS WERE SENT TO THE FOLLOWING:

Ace Imagewear
Aramark
Cintas
G&K Services
Uni-First

BID RESULTS AS FOLLOWS:

	<u>Ace Imagewear</u>	<u>Cintas</u>	<u>Uni-First</u>
Long Sleeve Shirt	\$0.259	\$0.20	\$0.18
Short Sleeve Shirt	\$0.259	\$0.20	\$0.18
Pants	\$0.328	\$0.32	\$0.28
Patch charge	NC	\$1.75	\$2.00

(prices are per change)

The staff recommends awarding to Uni-First as the lowest responsible responsive bidder in the amount of approximately \$11,341.00/year.

On a motion to approve by Mr. Hayes and seconded by Mr. Duhon, the motion carried.

C. Bid #2019-21 – Bulk and Container Oils/General Funds

BID 2019-21 – BULK & CONTAINER OILS was opened on April 24, 2018 @ 10AM

BIDS WERE SENT TO THE FOLLOWING:

Kenworth
Latch Oil
Martin Energy
Reladyne/Pumpelly
Universal Lubricants

BID RESULTS AS FOLLOWS:

	<u>Breaux</u>	<u>Gaubert</u>	<u>Petrochoice</u>	<u>Reladyne</u>
15W40/gallon	\$7.25	\$8.50	\$7.10	\$ 8.91
5W20/gallon	\$9.34	\$9.75	\$6.98	\$12.47
5W30/gallon	\$9.34	\$9.75	\$6.98	\$12.47
15W40/quart	\$3.20	\$4.66	\$2.55	\$ 2.78
5W20/quart	\$4.00	\$7.09	\$2.44	\$ 3.19
5W30/quart	\$4.00	\$7.09	\$2.44	\$ 3.19

The staff recommends awarding Petrochoice as the lowest responsible responsive bidder.

On a motion to approve by Mr. Hayes and seconded by Mr. Duhon, the motion carried.

D. Bid #2019-17 – Automotive Batteries/General Funds

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BID 2019-17 – AUTOMOTIVE BATTERIES was opened on April 24, 2018 @ 11AM

BIDS WERE SENT TO THE FOLLOWING:

Beaumont Freightliner
Crow-Burlingame
Energy Battery
Interstate Battery
Wholesale Battery

BID RESULTS AS FOLLOWS:	<u>KENWORTH</u>	<u>OREILLY</u>	<u>WHOLESALE</u>
Group 65 top post	\$ 3,074.50	\$ 4,445.50	\$ 2,500.00
Group 78 side post	\$ 2,989.50	\$ 3,978.00	\$ 2,400.00
Group 31 stud mount	<u>\$17,934.00</u>	<u>\$29,913.00</u>	<u>\$20,700.00</u>
TOTAL	\$23,998.00	\$38,336.50	\$25,600.00

The staff recommends awarding Kenworth as the overall lowest responsible responsive bidder.

On a motion to approve by Mr. Hayes and seconded by Mr. Duhon, the motion carried.

E. Bid #2018 -15 PC -Phase 1 – Roofing Replacement, J.D. Clifton Elementary, SD#31 Bond Funds

The Committee to receive bids met on the date herein indicated and reviewed bids on the following project.

DATE: May 1, 2018

DESCRIPTION:

Phase 1- Roofing Replacement, J.D. Clifton Elementary

FUNDS: SD # 31 Bond Funds

BID NUMBER: 2018-15PC

DESIGNER: Ellender Architects & Associates, LLC

	BASE BID
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Daughdrill Roofing Co.	No Bid
Ferguson Roofing Co., Inc.	No Bid
Industrial Roofing & Construction , LLC	\$901,680.00
Morcore Roofing, LLC	\$700,000.00
Pat Williams Construction LLC	No Bid
Roofing Solutions , LLC Central Auction House	\$755,300.00
Rycars Construction, LLC	\$738,875.00

The Committee recommends award of the contract to:

Morcore Roofing , LLC

(Base Bid) in the amount of:

Seven Hundred Thoussand and No/100
as the lowest qualified bidder meeting specifications.

On a motion to approve by Mr. Hayes and seconded by Mr. Duhon, the motion carried.

F. Bid #2018-16PC- Phase 1- Roofing Replacement, R.D. Molo Middle School, SD #31 Bond Funds

The Committee to receive bids met on the date herein indicated
and reviewed bids on the following project.

DATE: May 2, 2018

DESCRIPTION:

Phase 1 - Roofing Replacement, R.D. Molo Middle

FUNDS: SD # 31 Bond Funds

BID NUMBER: 2018-16PC

DESIGNER: Ellender Architects & Assocaites, LLC

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	BASE BID
Daughdrill Roofing Co.	No Bid
E. Cornell Malone Corp.	\$819,710.00
Ferguson Roofing Co., Inc.	No Bid
Industrial Roofing & Construction , LLC	\$1,055,640.00
Morcore Roofing, LLC	\$874,000.00
Pat Williams Construction LLC	No Bid
Roofing Solutions , LLC Central Auction House	\$898,000.00
Rycars Construction, LLC	\$874,235.00

The Committee recommends award of the contract to:

E. Cornell Malone Corp.

(Base Bid) in the amount of:

Eight Hundred Nineteen Thousand Seven Hundred and Ten Dollars & No/100

as the lowest qualified bidder meeting specifications.

On a motion to approve by Mr. Hayes and seconded by Mr. Duhon, the motion carried.

PERMISSION TO ADVERTISE

Mr. Dellafosse read the following items:

A. Permission to advertise for pizza purchase for schools

On a motion to approve by Mr. Hayes and a second by Mr. Hardesty, the motion carried.

B. Permission to advertise for Phase 1 Roofing, Washington-Marion High School/District #31 Bond Funds

On a motion to approve by Mr. Hayes and a second by Mr. Hardesty, the motion carried.

CORRESPONDENCE

Mr. Dellafosse read the following items:

A. Change Order Number One (1) for the Project, “DeQuincy High School Press Box,” Project # 1708; Riverboat Funds; Champeaux, Evans, Hotard, APA, Designer; John. D. Myers Associates, Inc., Contractor; *Increase* of \$3,494.31 and *Increase* of Twenty Three (23) days.

On a motion to approve by Mr. Hardesty and a second by Mr. Hardy, the motion carried.

B. Change Order Number Ten (10) for the Project, “Classroom Pods, Phase X,” Project #2017-05PC; Riverboat Funds; Champeaux, Evans, Hotard, APAC, Architect; Miller & Associates Dev. Co., Inc., Contractor; *Increase* of \$25,550.39 and *Increase* of Seventeen (17) days.

On a motion to approve by Mr. Hardesty and a second by Mr. Hardy, the motion carried.

C. Beneficial Occupancy, Phase X, Classroom Pods, Riverboat Funds, LeBleu Elementary School

On a motion to approve by Mr. Hardesty and a second by Mr. Hardy, the motion carried.

D. Beneficial Occupancy, Phase X, Classroom Pods, Riverboat Funds, Iowa Middle School

On a motion to approve by Mr. Natali and a second by Mr. Hardy, the motion carried.

E. Beneficial Occupancy, Phase X, Classroom Pods, Riverboat Funds, Iowa High School

On a motion to approve by Mr. Natali and a second by Mr. Hardy, the motion carried.

F. Recommendation of Acceptance for Gillis Elementary, Drainage Improvements

On a motion to approve by Mr. Natali and a second by Mr. Hardesty, the motion carried.

CONDOLENCE/RECOGNITION

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Mr. Hayes asked for a letter of condolence to Dale Bernard at the loss of his son, Barton.

Mr. Castille asked for a letter of condolence to the family of Mrs. Bertha Waite.

Mr. Hardesty asked for a letter of condolence to the family of Josh Moore.

Mr. Dellafosse asked for a letter of condolence to the family of Mr. Royal Eagin, Jr. and the family of Mrs. Julia Bellow.

Mr. Hardy asked for a letter of condolence to the family of Mrs. Gertrude Captain.

SCHEDULE COMMITTEES

Budget Committee.....May 15, 2018, 5:00 p.m.
C&I Committee (to follow).....May 15, 2018
A&P Committee.....June 26, 2018, 5:00 p.m.

ADJOURN MEETING

On a motion to adjourn by Mr. Hardy and a second by Mr. Hayes, the meeting was adjourned at 6:13 p.m.

Mack Dellafosse, President

Karl Bruchhaus, Secretary

Calcasieu Parish School Board

RESOLUTION

WHEREAS, there is on-going litigation over the opioid epidemic across our Nation which includes Calcasieu Parish as an affected area; and

WHEREAS, *La.R.S. 42:263* authorizes the retention of counsel by any school board upon a statement of reasons why such counsel is necessary and upon approval by the Louisiana Attorney General; and,

WHEREAS, to proceed ahead in this litigation it has become necessary for the Calcasieu Parish School Board (hereinafter "CPSB") to retain outside counsel to prosecute and defend their interest in these legal proceedings; and

WHEREAS, to accomplish such, will necessitate the CPSB contracting with outside legal counsel; and

WHEREAS, in an effort to limit the costs of such legal counsel, the CPSB intends on engaging legal counsel on a contingency fee basis, with any fees coming only from any additional revenues which may be generated from this litigation; and

WHEREAS, this litigation involves complex issues of law dealing with Mass Torts on a Nationwide basis and therefore a real necessity exists for the employment of counsel with experience in these fields and it is recognized that the Laborde Earles Law Firm, Hoffoss Devall, and Plache, Smith & Nieset, have such experience in these matters and therefore the request of employment, by the CPSB, on a contingency basis as hereinafter enumerated, is hereby approved, subject to the approval of the Attorney General of the State of Louisiana in accordance with *La. R.S. 42:263 et. seq.*; and

WHEREAS, the CPSB will benefit from the collection of any funds collected with the assistance of the legal counsel contracted by the CPSB.

NOW THEREFORE BE IT RESOLVED by the CPSB, in a duly called open meeting, it does hereby authorize Karl Bruchhaus, Superintendent of the CPSB to contract with and engage legal representation from the Laborde Earles Law Firm, Hoffoss Devall, and Plache, Smith & Nieset, as legal counsel for the benefit of the CPSB, on a contingency fee basis, with fees not to exceed 25% of the recovery, unless otherwise set by the court or agreed to and paid by Defendants, plus costs collected for its benefit, in the above referenced potential litigation.

BE IT FURTHER RESOLVED that CPSB be and are hereby authorized to pay said legal fees to the legal counsel contracted by the CPSB to provide legal services in the above referenced matters

prior to or contemporaneously with the disbursal of any funds, interest and penalties to the CPSB.

BE IT FURTHER RESOLVED that the Attorney General of the State of Louisiana approve the appointment of the Laborde Earles Law Firm, Hoffoss Devall, and Plauche, Smith & Nieset, as special counsel to the CPSB in accordance with La. R.S. 42:263 et. seq.

Mack Dellafosse, President – Calcasieu Parish
School Board

This Resolution adopted this ____ day of _____, 2018 in a duly noticed meeting of the Calcasieu Parish School Board at which a quorum was present, by a vote of ____ Yeas, ____ Nays, ____ Absent and ____ Abstained.

ATTESTED TO BY:

NAME:

TITLE:

CONTINGENT FEE AGREEMENT AND POWER OF ATTORNEY

CALCASIEU PARISH SCHOOL BOARD ("Client") hereby employs and retains **LABORDE EARLES LAW FIRM, HOFFOSS DEVAL, and PLAUCHE, SMITH & NIESET** (herein referred to as "Attorneys") to represent Client as set forth in this Agreement.

1. SCOPE OF REPRESENTATION

Client hereby engages Attorneys to investigate, evaluate and prosecute all of Client's available claims for recovery of any monies owed to Client by reason of the acts, omissions, fault, strict liability, and otherwise of the manufacturers, sellers, distributors of opioids and of others who participated in aspects of opioid use and abuse ("the Claims"). Client acknowledges that Client has engaged Attorneys for the sole purposes expressly stated in this Agreement and none other. Client understands Attorneys are not making any representations of any kind to perform any legal services that are not expressly stated in this Agreement.

2. AUTHORITY OF THE ATTORNEYS

Client authorizes Attorneys to take all steps that Attorneys, in the exercise of their professional judgment, deem necessary and proper regarding the investigation, filing, and handling of the Claims, including filing the Claims, hiring expert witnesses, negotiating a settlement, and, if necessary, filing or intervening/participating in a lawsuit or other action. Client authorizes and empowers Attorneys to investigate, institute, and prosecute a claim for the recovery of any and all money damages arising out of the Claims, and to prosecute the Claims to resolution by a settlement or judgment.

3. ATTORNEYS' FEES

Client understands the Attorneys' fees will be calculated based on the gross amount of any and all monies obtained after the date Client signs this Agreement relating to the Claims (the "Recovery"). Except as provided in paragraph 9, if there is no Recovery, Client owes Attorneys no Attorneys' fees. In consideration of the services to be rendered to Client by Attorneys, Client hereby assigns, grants and conveys to Attorneys the following:

25% of any Recovery.

4. ADVANCED EXPENSES

Client understands that Attorneys will advance expenses, which, in the professional judgment of Attorneys, are reasonably necessary for the prosecution of the Claims. Client understands that, if there is a Recovery, advanced expenses will be deducted from Client's share of the Recovery after the contingent fee is calculated. Except as provided in paragraph 9, if there is no Recovery, Client is not obligated to reimburse advanced expenses. Attorneys agree that the term "expenses" and/or "advanced expenses" means amounts actually paid and/or incurred by Attorneys in the prosecution of the Claims, such as accounting fees, filing

fees, overnight mail, and expert witness fees. Attorneys agree to not include long distance calls, fax fees, or any expense that is part of Attorneys' usual overhead as an advanced expense.

5. ASSOCIATE COUNSEL

Client understands Attorneys are law firms with several lawyers and support staff working on Client's Claims. The Attorneys' fee split disclosed in this paragraph does not affect or increase the Attorneys' fees described in Section 3. Attorneys have assumed joint responsibility for prosecution of Client's Claims. Client agrees that the Attorneys may split fees so long as their actions do not increase the Attorney fees and expenses otherwise owed by Client pursuant to this Agreement. Attorneys shall, prior to distribution of Attorneys' fees, notify Client in writing as to the share of the fee each Attorneys' firm shall receive.

6. DISBURSEMENTS OF PROCEEDS

Client understands that any Recovery shall be deposited in Attorneys' trust account. Attorneys shall disburse proceeds as soon as reasonably practicable after Attorneys receipt of any Recovery. At the time of disbursement Attorneys shall provide Client with a detailed closing statement reflecting the amount of Attorneys' fees and advanced expenses.

7. SETTLEMENT AUTHORITY

No settlement of the Claims shall be made without Client's full knowledge and approval. Client has sole and exclusive authority to accept or reject any settlement amount. Client agrees to carefully review and consider Attorneys' recommendation as to whether to accept or reject any settlement offer. Client agrees to not make a settlement (or offer of settlement) without the prior consent of the Attorneys. Client hereby designates and appoints Attorneys as Client's **sole** negotiator in any such settlement dialogue or discussion.

8. NO GUARANTEE OF RECOVERY

Client acknowledges that Attorneys have made no representation, guarantee or assurance of any kind regarding the likelihood of recovering on the Claims. Attorneys have not represented that Client will recover any damages, compensation or other funds. Client acknowledges the possibility exists that there will be no Recovery on the Claims.

9. TERMINATION

i. Client's Termination. If Client elects to terminate Attorneys' engagement prior to the full conclusion of the Attorneys' prosecution of the Claims, Client understands and agrees Attorneys have and are entitled to file a first lien for the percentage(s) indicated in Section 3 (the "Attorneys' Fee").

ii. Attorneys' Termination. If Attorneys determine, in their sole professional judgment, to terminate this engagement Client shall not be obligated to pay Attorneys' fees or advanced expenses.

iii. **Written Notification Required.** Client and Attorneys mutually agree that cancellation and/or termination of this Agreement must be: (i) in writing; (ii) addressed to the other party at the address indicated on the signature page of this Agreement; and (iii) sent via the USPS or overnight carrier by the party seeking to terminate the Agreement.

10. DISPOSITION OF FILE

Any materials compiled by Attorneys regarding this engagement (the "File") will remain in Attorneys' possession upon the conclusion of the engagement. Client expressly authorizes Attorneys to store the File at an offsite location. Attorneys will cooperate fully in furnishing a copy of the File to any successor attorney Client may engage. Client agrees to submit a written request to obtain any information or materials from the File. Attorneys agree to comply if the request is made within **five (5) years** after the conclusion of the representation. Absent such request, Client acknowledges Attorneys may dispose of the File without any further action or approval by Client.

11. CLIENT REPRESENTATIONS

Client represents it has made sufficient investigation to determine this Agreement is fair, reasonable, and the result of an arm's length negotiation with the Attorneys. Client represents it has revoked all prior agreements, if any, with other attorneys or claims processors of any kind with respect to the Claims. Client represents it has not assigned, sold or transferred any interest in the Claims other than through this Agreement. No modification of this Agreement will be effective unless written and signed by Client and Attorneys.

Client represents it has, before signing this Agreement, received and read it in full and that Attorneys have answered all of Client's questions regarding this Agreement. Client represents that the individual signing this Agreement on behalf of Client has Client's full authority to bind Client.

12. SEVERABILITY

If any part of this Agreement shall for any reason be found unenforceable, Client agrees that all other portions shall remain enforceable.

Client agrees that this Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreements between the parties respecting the subject matter within. Further, any modification of this Agreement will be effective unless written and signed by Client and Attorneys.

13. CLIENT COMMUNICATION.

Attorneys agree to keep Client reasonably informed about the status of the engagement. Client agrees that Attorneys may use e-mail, newsletters, phone calls, faxes, or other forms of

communication for this purpose. Client agrees to keep Attorneys updated with Client's contact information contained on the signature page of this Agreement.

**WE HAVE READ AND UNDERSTAND THIS AGREEMENT
AND AGREE TO ITS TERMS.**

CLIENT SIGNATURES:

**CALCASIEU PARISH SCHOOL
BOARD**

By: _____

Karl Bruchhaus, Superintendent
3310 Broad Street
Lake Charles, Louisiana 70615
Telephone: (337) 217-4000
Facsimile: (337) 217-4051

ATTORNEY SIGNATURES:

LABORDE EARLES LAW FIRM

By: _____

203 Energy Parkway, Building B
Lafayette, Louisiana 70508
Telephone: (337) 777-7777
Facsimile:

HOFFOSS DEVAL

By: _____

517 West College Street
Lake Charles, Louisiana 70605
Telephone: (337) 408-1053
Facsimile: (337) 433-2055

PLAUCHE, SMITH & NIESET

By: _____

1123 Pithon Street
Lake Charles, Louisiana 70601
Telephone: (337) 436-0522
Facsimile: (337) 436-9637

Item 9.B.

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF CALCASIEU

LEASE AND RECREATIONAL USE AGREEMENT

BE IT KNOWN, that on this _____ day of _____, 2018, CALCASIEU PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana domiciled in the Parish of Calcasieu in said State, herein represented by Mack Dellafosse, its President, duly authorized by resolution of the Board (hereinafter referred to as LESSOR) and the STATE OF LOUISIANA, acting through the LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES, herein represented by Jack Montoucet, Secretary (hereinafter referred to as LESSEE), do hereby make and enter into this Agreement in the following words and figures:

1.

That LESSOR pursuant to La. R.S. 41:640 and other laws has authority to lease and contract with respect to the following described property situated in the Parish of Calcasieu, State of Louisiana, to-wit:

That portion of Section 16, Township 9 South, Range 13 West lying west of Old River, south and east of Cutoff Bayou and east of Sabine River.

All of Section 16, Township 10 South, Range 13 West.

2.

That the LESSOR, in consideration of the benefits, uses and advantages, accruing to LESSOR by reason of the LESSEE establishing and locating a Wildlife Management Area on the above described lands, and by reason of the development, improvement, preservation and

protection of said above described lands in their natural state for the propagation of wild game life at the expense of the LESSEE in accordance with existing laws,

DOES HEREBY LEASE, LET AND HIRE the said above described lands for the purpose of establishing a Wildlife Management Area thereon for a period of twenty-five (25) years, beginning on the 1st day of July, 2018, and ending on the 30th day of June, 2043, unto the LESSEE here present, accepting and acknowledging delivery and possession thereof.

3.

That as a further consideration for the leasing, letting and hiring of the above described lands, and in furtherance of their development, improvement, preservation, and protection in their natural state, as well as in the supervision and management of wild game life thereon, LESSEE SHALL:

- (a) Post and erect signs to adequately designate the boundaries of said Wildlife Management Area located on said above described lands;
- (b) Patrol and supervise for game management purposes said leased lands through duly authorized game wardens, rangers, supervisors, and/or other accredited agents and representatives;
- (c) Erect no structures or other construction work or do or perform any other acts which shall interfere with LESSOR's rights,

ownership, and/or normal operations herein specifically reserved in Paragraph 6 of this Agreement;

(d) Exercise exclusively through its aforesaid game wardens, rangers, supervisors, and/or other accredited agents and representatives the supervision and management as well as the disposal and removal of any wild game life to and from said above described lands;

(e) Prohibit the possession of firearms, except during legally proclaimed seasons, by any person on the above described lands, unless said person be a game warden, ranger, supervisor, and/or accredited agent or representative of LESSEE, or a party specially authorized by LESSEE to go upon said above described lands, and to carry, possess, and use firearms while on said lands;

(f) Prohibit dogs within the boundaries of the above described lands except by permission of LESSEE;

(g) Direct the manner of disposing and removing of any wild game when there is a surplus on the above described lands;

(h) Prohibit unauthorized use of the above described lands, and patrol and supervise the above described lands to detect and report any unauthorized use;

(i) LESSEE shall defend, indemnify, and hold LESSOR harmless from liability which arises from use of the above described lands by or permitted by LESSEE; and

(j) LESSEE shall provide LESSOR with evidence of liability insurance and/or self-insurance with respect to the above described leased premises and use thereof pursuant to this Agreement.

4.

That the LESSOR specifically will abide by and acquiesce in each and every one of the conditions and considerations heretofore set out in Paragraph 3 of this Agreement, and will, through its agents and representatives, assist and aid LESSEE in fulfilling each and every one of the aforesaid conditions and considerations.

5.

The LESSOR by the presents **DOES NOT TRANSFER** any rights to minerals lying beneath the above described lands herein leased for Wildlife Management Area purposes, and this lease in no way covers or affects the mineral ownership regarding the above described lands. LESSOR specifically reserves the ownership of minerals, as well as the right to explore for and produce/recover said minerals.

6.

It is mutually agreed by and between the LESSOR and the LESSEE that:

(a) Nothing herein contained shall be construed as limiting in any manner the authority of the LESSOR in the normal use and

operation of the above described lands, save and except insofar as the supervision, management, and operation, as well as disposing and removing any wild game on said above described lands is expressly reserved to LESSEE as above set forth;

(b) Upon the termination of this Agreement, the LESSEE shall have the right to remove any and every improvement installed by LESSEE (of a movable nature); and

(c) LESSOR reserves the right of ingress and egress to mine minerals, and cut and remove forest products.

IN WITNESS WHEREOF, the parties hereto have signed these presents through their accredited representatives hereinabove named, the LESSOR on the _____ day of _____, 2018, and the LESSEE on the _____ day of _____, 2018, in the presence of the undersigned competent witnesses who have signed said Agreement opposite the names of the representatives of the aforesaid parties to this Agreement, after due reading of the whole.

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD

BY: _____
MACK DELLAFOSSE, PRESIDENT

WITNESSES:

STATE OF LOUISIANA, ACTING
THROUGH LOUISIANA DEPARTMENT
OF WILDLIFE AND FISHERIES

BY: _____
JACK MONTOUCET, SECRETARY

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND THE
CALCASIEU PARISH SCHOOL BOARD**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2018, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Judd Bares, and the CALCASIEU PARISH SCHOOL BOARD, hereinafter referred to as "SCHOOL BOARD," a political subdivision of the State of Louisiana, and represented herein by its duly authorized President, Mack Dellafosse.

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 or political corporations 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 PARISH has the authority under Louisiana Revised Statute 33:1236 to provide certain social programs for the benefit of the citizens of the PARISH, and

WHEREAS, the PARISH has agreed to sponsor a Summer Food Service Program (SFSP) in coordination with the SCHOOL BOARD and area municipalities in Calcasieu Parish, and

WHEREAS, the SFSP sponsored by the PARISH will require the use of kitchens and other food related facilities, and

WHEREAS, the SCHOOL BOARD wishes to cooperate with the PARISH in providing facilities and services for the SFSP and the Summer School schedule, and

WHEREAS, the PARISH and the SCHOOL BOARD consider the public benefit of providing nutritious meals to children who would otherwise not have access to the meals to be proportionate to the costs associated with this activity.

NOW THEREFORE, the PARISH and the SCHOOL BOARD do mutually agree to the following terms and conditions of this agreement:

1. Scope of Agreement

The PARISH and the SCHOOL BOARD hereby agree to allow the PARISH'S 2018 Summer Food Service Program, hereinafter referred to as PROGRAM, to use the kitchen facilities located at the following SCHOOL BOARD locations:

DeQuincy Primary – the full kitchen will be used only
E. K. Key Elementary – meals will be delivered to the extended summer day camp
Frasch Elementary – meals will be delivered to the extended summer day camp
Iowa High School - the full kitchen and the dining room
Maplewood Middle – meals will be delivered to the extended summer day camp
Moss Bluff Elementary – the full kitchen and the dining room
Sulphur High School (main campus) – the full kitchen and the dining room
Vincent Settlement Elementary – meals will be delivered to the extended summer day camp
Vinton Middle - the full kitchen and the dining room
Westwood Elementary - the full kitchen and the dining room
W. T. Henning Elementary Schools – the front serving line area and the dining room

The PARISH will use the SCHOOL BOARD facilities only during the hours and dates necessary for the implementation of the PROGRAM. The PARISH will provide to the SCHOOL BOARD, prior to its use of the kitchens at DeQuincy Primary, E. K. Key Elementary, Frasc Elementary, Iowa High, Maplewood Middle, Moss Bluff Elementary, Sulphur High (main campus), Vincent Settlement Elementary, Vinton Middle, Westwood Elementary and W. T. Henning Elementary schools, a schedule of the dates and times when kitchens facilities will be needed for the PROGRAM. The PARISH will have access to the SCHOOL BOARD'S portable food warmers.

Upon the termination of the use of the kitchen facilities and food warmers at the end of the PROGRAM, the PARISH agrees to return to the SCHOOL BOARD the kitchen facilities at DeQuincy Primary, E. K. Key Elementary, Frasc Elementary, Iowa High, Maplewood Middle, Moss Bluff Elementary, Sulphur High (main campus), Vincent Settlement Elementary, Vinton Middle, Westwood Elementary and W. T. Henning Elementary in as good of a condition as existed upon their initial use with normal wear and tear expected.

The SCHOOL BOARD agrees to cooperate with the PARISH in providing staff for the PROGRAM, including but not limited to, cafeteria managers and cooks. The PARISH and the SCHOOL BOARD agree that the managers and technicians currently working at these schools will be given the first opportunity for employment with the PROGRAM due to the knowledge of the school and the equipment. All persons employed by the PARISH pursuant to this agreement and in cooperation with the SCHOOL BOARD shall be, in providing services under the PROGRAM, employees of the PARISH and not employees of the SCHOOL BOARD, for purposes of Worker's Compensation laws and other laws, actions or any matters whatsoever related to such employment.

The PARISH agrees to purchase the food and supplies necessary for PROGRAM operations utilizing one of the following options: (a) the SCHOOL BOARD'S current standard bid which was properly procured by the SCHOOL BOARD, (b) one of the PARISH'S current standard bid or (c) a state contract. If option (a) is selected then the SCHOOL BOARD agrees to coordinate with its food services vendor(s) to have accounts set up for the PARISH under the SCHOOL BOARD'S current bid(s). The SCHOOL BOARD'S Food Service Department also agrees that the PARISH will be allowed to utilize, having viewing rights only, to its current food service software wherever possible. Software training will be provided to PROGRAM administrative staff at no charge to the PARISH.

The PARISH agrees to pay for one waste dumpster to be serviced once a week at the following locations: DeQuincy Primary, Iowa High, Moss Bluff Elementary, Sulphur High (main campus), Vinton Middle and Westwood Elementary during the term of this agreement.

The PARISH agrees to pay the SCHOOL BOARD an agreed upon portion of 5% for utilities for the use of kitchen facilities at DeQuincy Primary, Iowa High, Moss Bluff Elementary, Sulphur High (main campus), Vinton Middle, and Westwood Elementary, during the hours and dates necessary for the implementation of the PROGRAM.

2. Term of Agreement

The term of this agreement shall be effective upon execution of the agreement through July 31, 2018.

3. Payment Terms

Since both the PARISH and the SCHOOL BOARD are legally authorized to provide these activities to the citizens of the Calcasieu Parish, there are no further payment requirements under this agreement.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

4. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall

not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

5. Records and Audits

It is understood that this agreement will be utilized as part of a federal reimbursement grant (United States Department of Agriculture: Office of Food and Nutrition Service – Summer Food Service Program for Children (SFSP) – CFDA 10.559) and therefore both parties agree to maintain accounts and records, including personnel, property and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above grant.

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years from the final contractual payment under this agreement. It is also agreed that all records shall be made available to either party at no additional charge for such information. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

Act 290 of the 2011 Legislative Session requires that a governmental entity that provides funding to a quasi-public agency or body shall notify each such quasi-public agency or body of the requirement to provide the Legislative Auditor with the name of the individual responsible for filing annual financial reports with the Legislative Auditor. The quasi-public agency or body shall notify the Legislative Auditor of the name and address of the person so designated.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this agreement,
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this agreement,
- (3) For all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts,

- (4) For all construction contracts in excess of \$2,000 and required by federal grant regulations, **Davis Bacon Act**¹ which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly,
 - (5) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay,
 - (6) For all contracts that meet the definition of “funding agreement” under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401,
 - (7) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act**,
 - (8) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the “System for Award Management” (SAM), formerly identified as the “Excluded Parties List System” (EPLS.gov), which identifies all parties that have active exclusions (i.e. suspensions, debarments) imposed by a federal agency,
 - (9) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352, and
 - (10) **Procurement of Recovered Materials** as required by 2 CFR Part 200.322 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.
- (b) National Policy Requirements:
- (1) **Civil Rights Act of 1964**, including Title VI, which generally speaking, states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance,

¹ Davis Bacon Act is not applicable to this agreement.

- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance,
- (3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity,
- (4) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency),
- (5) For all construction or repair contracts, **Copeland "Anti-Kickback" Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled,
- (6) **National Environmental Policy Act** which prohibits any activities that will have an adverse impact on the environment,
- (7) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan,
- (8) **Reporting Provision** requires that all contracts should include a requirement that the contractor assist the Parish, when applicable, with any awarding agency requirements and regulations pertaining to reporting,
- (9) **Records Access Provision** which reserves the rights of the PARISH, state or federal grantors, the Comptroller General of the United States, or any duly authorized representative of the aforementioned to have access to any books, documents, papers or records of the CONTRACTOR that are directly pertinent to this agreement for the purpose of making audit examination excerpts and transcriptions and is further discussed in the first part Section 5 of this agreement,
- (10) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the Parish formally closes out each federal program (Parish grant managers should verify the three year record retention period with each respective grant agency to ensure that a longer period is not required),
- (11) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections,
- (12) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste, and
- (13) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint.

In compliance with Section 5(a)(8) above, the CONTRACTOR also confirms that it is not a party listed on the "System for Award Management" (SAM) formerly identified as the "Excluded Parties List System" (EPLS.gov) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. The CONTRACTOR also agrees to provide immediate notice, but in no case later than three (3) business days, after being notified that the CONTRACTOR, or any subcontractor, has been added to the "System for Award Management" or otherwise been disbarred from contracting on any projects involving federal funds. In no event shall CONTRACTOR utilize a subcontractor at any time during the duration of this agreement who has been disbarred from contracting on any projects involving federal funds. If the CONTRACTOR is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement then the PARISH may, at its sole discretion, immediately implement the termination provisions discussed in Section 8 below.

6. Liability, Indemnity and Insurance

The SCHOOL BOARD is responsible for the maintenance, upkeep and any insurance requirements related to the operations or activities associated with this agreement. All related costs associated with this requirement are the sole responsibility of the SCHOOL BOARD. The SCHOOL BOARD is required to have Comprehensive General Liability Policy with coverage up to \$1,000,000 per occurrence and \$1,000,000 general aggregate. The PARISH must be listed as an additional insured and the policy will provide a thirty (30) day written notice of cancellation. Waiver of subrogation will be given to the PARISH which means that the SCHOOL BOARD'S insurer(s) will have no right of recovery or subrogation against the PARISH.

This agreement is intended for the benefit of the PARISH and the SCHOOL BOARD and does not confer any rights upon any other third parties. All rights by and between the PARISH and the SCHOOL BOARD are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

The PARISH will indemnify, defend, and hold harmless the SCHOOL BOARD, including the SCHOOL BOARD'S employees and agents, from and against any and all claims or liabilities arising from the fault of the PARISH, its employees or agents in carrying out the PARISH'S duties and obligations under the terms of this agreement. The SCHOOL BOARD will indemnify, defend, and hold harmless the PARISH, including the PARISH'S employees and agents, from and against any and all claims or liabilities arising from the fault of the SCHOOL BOARD, its employees or agents in carrying out the SCHOOL BOARD'S duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

7. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the PARISH and the SCHOOL BOARD both reserve the right to terminate this agreement at any time upon written notice of termination. If the parties are unable to independently and satisfactorily resolve any disagreement then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14th Judicial District Court for Calcasieu Parish, Louisiana. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

8. Severability, Entire Agreement and Captions

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any attached documents, and any referenced documents represent the entire agreement between the PARISH and the SCHOOL BOARD and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

9. No Authorship Presumptions

The PARISH and the SCHOOL BOARD have had an opportunity to negotiate the language of this agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The PARISH and the SCHOOL BOARD hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this agreement, including but not limited to, any rule of law to the effect that any provision of this agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this agreement and any successor to a signatory party.

10. Address of Notices and Communications

All notices between the PARISH and the SCHOOL BOARD provided for pursuant to this agreement shall be in writing. The name and address of the PARISH'S representative is:

Mr. Judd Bares, President
Calcasieu Parish Police Jury
P.O. Box 1583
Lake Charles, Louisiana 70602

The name and address of the SCHOOL BOARD'S representative is:

Mr. Mack Dellafosse, President
Calcasieu Parish School Board
3310 Broad Street
Lake Charles, Louisiana 70615

In the event that the mailing address of the PARISH or the SCHOOL BOARD changes during the terms of this agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

[The remainder of this page is intentionally left blank.]

THUS DONE AND SIGNED on the ____ day of _____ 2018, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____
JUDD BARES, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2018, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD:

Witness Signature

BY: _____
MACK DELLAFOSSE, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

STATE OF LOUISIANA

PARISH OF CALCASIEU

**LOCAL SERVICES AGREEMENT
BETWEEN
CITY OF LAKE CHARLES
AND
CALCASIEU PARISH SCHOOL BOARD**

This Local Services Agreement is entered into by and between the CITY OF LAKE CHARLES, a political subdivision of the State of Louisiana, hereinafter referred to as "CITY", acting through its duly authorized Mayor, Nicholas E. Hunter pursuant to Ordinances No. 18086 and No. 18087, and the CALCASIEU PARISH SCHOOL BOARD, hereinafter referred to as "SCHOOL BOARD", acting through its duly authorized President, Mr. Mack Dellafosse, pursuant to Resolution dated _____, 2018.

WHEREAS, the CITY has agreed to sponsor a Summer Food Service Program; and

WHEREAS, the Food Service Program to be sponsored by the CITY will require the use of the kitchen and other food related facilities; and

WHEREAS, the SCHOOL BOARD wished to cooperate with the City in providing services for the Summer Food Service Program;

THEREFORE, the CITY and the SCHOOL BOARD do hereby contract and agree with each other as follows:

1.

The SCHOOL BOARD has agreed to allow the CITY'S Summer Food Service Program to use the kitchen facilities located at Fairview Elementary and Washington Marion High School, during the hours and dates necessary for the implementation of the Summer Food Service Program. The CITY will provide to the SCHOOL BOARD, prior to its use of the kitchens at Fairview Elementary School and Washington Marion High School, with a schedule of the dates and times when kitchen facilities will be needed for the Summer Food Service Program.

2.

The CITY agrees to reimburse the SCHOOL BOARD for the monthly electric bill at the Summer Feeding Program sites and will pay directly to the respective agencies the monthly bills for water and gas usage while the Summer Feeding Program is in operation. Additionally, the CITY agrees to pay the SCHOOL BOARD the depreciation of equipment used in the amount of \$3,541 as two-twelfths of the total value of equipment depreciated in said school. The cost for other requested services, incurred by reason of the use of these facilities for the Summer Food Service Program will be paid directly by the CITY.

3.

Managers and technicians currently working at Fairview Elementary School and Washington Marion High School will be given the first opportunity for employment in the Summer Food Service Program.

4.

The CITY further agrees to purchase surplus food items and to receive donated commodity food items from the SCHOOL BOARD.

5.

It is further stipulated and agreed that the CITY agrees to reimburse the SCHOOL BOARD for damages caused to equipment and facilities of the SCHOOL BOARD, and further protect, defend, indemnify and hold the SCHOOL BOARD, its agents, officers, employees and assigned, harmless from and against all claims, demands, or causes of action, whatsoever, and any liability, cost or expense (including, but not limited to, reasonable attorney's fees), without regard to cause or causes thereof or the fault (including but not limited to, the strict liability and/or absolute liability of any party or parties), arising out of or in any way connected with the CITY, its agents, offices, employees, and general public occupying and/or traveling on the property and surrounding grounds of the SCHOOL BOARD, it being the intent of this agreement that the CITY assumes responsibility for the condition of the premises, the surrounding grounds, and any vice or defect herein.

6.

The term for this agreement shall be for the period beginning May 31, 2018 and ending July 30, 2018.

7.

The CITY agrees, upon termination of its use of the kitchen facilities at Fairview Elementary School and Washington Marion High School, to return to the SCHOOL BOARD the kitchen facilities in as good of a condition as existed upon their initial use of the premises, normal wear and tear expected.

8.

The SCHOOL BOARD agrees to cooperate with the CITY in providing staff for the CITY'S Summer Food Service Program, including but not limited to cafeteria managers and cooks. The managers and technicians of the schools being used should have first preference to the job due to the knowledge of the school and the equipment. All persons employed by the CITY pursuant to this agreement and in cooperation with the SCHOOL BOARD shall be, in

providing services under the Summer Food Service Program, employees of the CITY and not employees of the SCHOOL BOARD, for purposes of Worker's Compensation laws and other laws, actions or any matters whatsoever related to such employment.

THUS DONE AND SIGNED in duplicate originals on this ____ day of _____, 2018, in Lake Charles, Parish of Calcasieu, Louisiana, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD

BY: _____
Mack Dellafosse, PRESIDENT

THUS DONE AND SIGNED in duplicate originals on this 9th day of April, 2018, in Lake Charles, Parish of Calcasieu, Louisiana, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

CITY OF LAKE CHARLES

BY: _____
MAYOR Nicholas E. Hunter

APPROVED BY LEGAL DEPARTMENT CITY OF LAKE CHARLES
Approval subject to signature, date and initials below regarding ordinance approval.
By: <u>Corey L. Rybin</u>
Corey L. Rybin, Assistant City Attorney
Date: <u>04/06/2018</u>
<input type="checkbox"/> Authorization ordinance attached.
<input type="checkbox"/> No ordinance approval required.

Elementary Supplemental Science Resources Request



Why Do We Need New Science Resources?

- 2002 - Current resources are outdated
- 2017 – New Louisiana Science Standards
- 2018-2019 - Accountability without adequate resources

Item 9. E.

New Expectations of Instruction...

- Application of content knowledge to explain real world phenomena and design solutions
- Investigation, evaluation, and scientific reasoning
- Connection of ideas across disciplines

These key shifts are assessed by LEAP 2025.

New Expectations of Instruction	Committee Request \$669,130	Recommendation \$323,039
<ul style="list-style-type: none"> • Application of content knowledge to explain real world phenomena and design solutions • Connection of ideas across disciplines 	Science Readers (K-5) <ul style="list-style-type: none"> • <i>Develop students' understanding of science concepts</i> • <i>Books in students hands</i> • <i>Differentiated Instruction with high-interest books</i> 	Science Readers (K-5) <ul style="list-style-type: none"> • <i>Develop students' understanding of science concepts</i> • <i>Books in students hands</i> • <i>Differentiated Instruction with high-interest books</i>
<ul style="list-style-type: none"> • Investigation, evaluation, and scientific reasoning • Connection of ideas across disciplines 	Science Inquiry Kits (3-5) <ul style="list-style-type: none"> • <i>Hands-On Instruction</i> • <i>Writing activities to express understanding</i> • <i>Higher order thinking through leveled questions</i> • <i>Scientific research activities</i> 	Science Inquiry Kits (3-5) <ul style="list-style-type: none"> • <i>Hands-On Instruction</i> • <i>Writing activities to express understanding</i> • <i>Higher order thinking through leveled questions</i> • <i>Scientific research activities</i>

Why Are We Looking at *Supplemental* Resources?

- Currently no curriculum shows alignment to Louisiana Student Standards
- Supplemental Materials can be used in conjunction with a standards aligned curriculum when adopted at later date
 - Continue to be used as additional reading material in the hands of students
 - Provide another resource for students to gain science knowledge

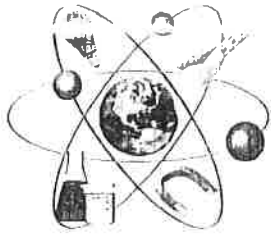


Science Review Committee

Sign-in Sheet

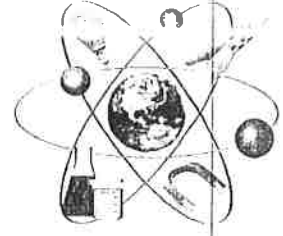


Name	School	* Role: (Admin, Curriculum Coordinator, Teacher, Parent)
Terri Miller	Barbe Elem.	Teacher
Karen Rasberry	College Oaks	Teacher (1 st gr)
Carrie Cary	Henry Heights	Pre-K Para: Parent
Kelly Juneau	Prien Lake	Admin.
TARA Reeves	Dolby	Teacher
Lindsay Guillote	Ralph Wilson	C.C.
Katharine Chloun	Katharine Chloun	teacher
Stephanie Young	Combre	master Teacher
Alexis Prudhomme	Combre	mentor Teacher



Science Review Committee

Sign-in Sheet



Name	School	Role: (Admin, Curriculum Coordinator, Teacher, Parent)	
Dea Anne Kay	W. T. Henning	Admin.	
Julie A. Rivera	Fairview Elem.	Paraprofessional	
Shauntel Brooks	T.D. Clifton	Parent	
Jessica Hardy	Oak Park Elem.	Teacher	
① Marlise Cezair	John J. Johnson	Teacher	
Brandi Gallien	T. H. Watkins	CC	
Nancy Franks	J.D. Clifton	Admin	
Tim Jettys	Vincent Settlement	Teacher	

NON-DISTURBANCE AGREEMENT

This **NON-DISTURBANCE AGREEMENT** (this "Agreement") made this ___ day of _____, 2018, by and between the CALCASIEU PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana, with its principal offices located at 3310 Broad Street, Lake Charles, Louisiana 70615 ("Prime Landlord"), and RAMPART COMPLETIONS LLC, a Delaware limited liability company, having an office at 410 South Rampart Blvd., Suite 440, Las Vegas, Nevada 89145 ("Subtenant").

RECITALS

WHEREAS, Prime Landlord is the landlord and Chennault International Airport Authority (formerly known as Chenault Industrial Air Park Authority) is the tenant ("Sublessor") under a certain lease dated as of July 17, 1986 (the "Prime Lease") for certain land and the improvements thereon, which is the site commonly referred to as Chennault International Airport (the "Premises");

WHEREAS, Sublessor and Subtenant have entered into a lease dated _____, 2018 (the "Sublease") for a portion of the Premises (the "Leased Premises"), as more particularly described in the Notice of Lease executed by Sublessor and Subtenant and recorded with the Calcasieu Parish Clerk of Court in Book _____, Page _____;

WHEREAS, as a condition to the Sublease, Sublessor is required to use its best efforts to obtain this Agreement from Prime Landlord; and

WHEREAS, following such request from Sublessor, Prime Landlord has agreed to enter into this Agreement with Subtenant.

NOW, THEREFORE, in consideration of the mutual promises herein contained, Prime Landlord and Subtenant agree as follows:

1. Recognition. Prime Landlord hereby agrees with Subtenant that, in the event of termination of the Prime Lease, Subtenant, if it is not then in default beyond applicable notice and grace periods with respect to any of the covenants or conditions of the Sublease to be performed or observed by Subtenant, shall peaceably hold and enjoy the Leased Premises for the

remainder of the unexpired term of the Sublease, upon the same terms, covenants and conditions as in the Sublease, including any options to extend set forth therein. Subject to the provisions of the preceding sentence and Section 3 hereof, the Sublease shall continue in full force and effect, and Prime Landlord shall recognize the Sublease and Subtenant's rights thereunder and will thereby establish direct privity of estate and contract as between Prime Landlord and Subtenant, with the same force and effect and with the same relative priority in time and right as though the Sublease was originally made directly from Prime Landlord in favor of Subtenant.

2. Attornment. In consideration of the foregoing covenants by Prime Landlord, Subtenant does hereby covenant with Prime Landlord that in the event of a termination of the Prime Lease, Subtenant will recognize and attorn to Prime Landlord as if Prime Landlord was Sublessor under the Sublease for the remainder of the unexpired term of the Sublease, upon the covenants and conditions thereof to be performed and observed by Subtenant. Said attornment shall be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Prime Landlord succeeding to the interest of Sublessor in the Leased Premises. Subtenant further agrees that Prime Landlord will have the same remedies for the nonperformance of any agreement in the Sublease which Sublessor had or would have if the Prime Lease had not been terminated.

3. Exceptions to Prime Landlord's Obligations after Termination of the Prime Lease. In the event of termination of the Prime Lease, Prime Landlord shall not be liable for any act or omission of any prior party to the Sublease (including Sublessor) to the extent that liability or damages accrue during a period in which Prime Landlord has not succeeded to Sublessor, unless such prior act or omission is continuing in nature and Prime Landlord has received prior written notice thereof, except that the foregoing shall not derogate from the continuing obligations of the Prime Landlord to be performed under the Sublease from and after the date on which the Prime Lease is terminated, including the obligation to recognize any pre-payment of rent.

4. Notices. Copies of any notices from Prime Landlord to Sublessor under the Prime Lease shall be simultaneously provided to Subtenant. All notices required or permitted to be given hereunder shall be in writing and delivered by United States mail, postage prepaid, by registered or certified mail, return receipt requested, or by a reputable overnight delivery service, addressed to the respective parties at the addresses given on page 1 of this Agreement.

5. Amendments. This Agreement may not be waived, changed or discharged orally, but only by an agreement in writing and signed by the parties hereto and recorded with the Calcasieu Parish Clerk of Court and any oral waiver, change or discharge of any provisions of this Agreement shall be without authority and of no force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the Prime Landlord has set forth its signature on the _____ day of _____, 2018, in the presence of the undersigned competent witnesses, and me, Notary, at _____, Louisiana:

WITNESSES:

**PRIME LANDLORD:
CALCASIEU PARISH SCHOOL BOARD**

Print Name: _____ By: _____

Print Name: _____

Title: _____

Print Name: _____

Notary Public
Print Name: _____
Bar Roll/Notary No.: _____

[Signatures continue on next page]

IN WITNESS WHEREOF, the Subtenant has set forth its signature on the _____ day of _____, 2018, in the presence of the undersigned competent witnesses, and me, Notary, at _____, _____:

WITNESSES:

SUBTENANT:
RAMPART COMPLETIONS LLC

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Notary Public

Print Name: _____

Bar Roll/Notary No.: _____