

DATE, TIME, PLACE OF MEETING

The Calcasieu Parish School Board Special Called Meeting was held at 3310 Broad Street, Lake Charles, Louisiana, on Tuesday, May 10, 2022, at 5:00 p.m.

The meeting was called to order by Annette Ballard, President. The prayer and pledge were led by Mark Young.

ROLL CALL

The roll was called by Superintendent Bruchhaus and the following members were present: Dean Roberts, Mack Dellafosse, Annette Ballard, Russell Castille, Alvin Smith, Glenda Gay, Damon Hardesty, John Duhon, Desmond Wallace, Mark Young, Fred Hardy, Bliss Bujard, Aaron Natali, and Eric Tarver. Mr. Breaux arrived after the roll was called.

APPROVAL OF MINUTES

On a motion by Mr. Dellafosse and a second by Mr. Hardesty, the Minutes of April 12, 2022 and April 26, 2022 were approved on a unanimous vote.

PRESENTATIONS**A. Vinton Middle School Vex Robotics Program students/Kacie Wing, Sponsor**

First Name	Last Name	Grade	Team
Kennadi	Berry	8	73352A
Jaidon	Briggs	8	73352A
Jonah	Burke	8	73352A
Angel	Cordona	7	73352D
Bayleigh	Daigle	8	73352E
Hayden	Golden	7	73352C
Payton	Goudy	6	73352F
Gage	Guidry	8	73352E
Brodie	Hebert	8	73352D
Copeland	Hebert	8	73352C
Harlee	Hollingsworth	7	73352F

Dallin	Jones	7	73352B
Kai	LeBlanc	8	73352F
Natalie	McCluistion	7	73352B
Walter	Miller	7	73352A
Dylan	O'Conner	6	73352F
Layla	Simpson	6	73352F
Kyler	Talley	7	73352D
Brennan	Trahan	7	73352B
Kayson	Verdine	7	73352C

B. Teachers of the Year/Owen Clanton, Administrative Director of Middle Schools

Elementary: Madeline Toups, Barbe Elementary

Middle: Zaner Delafosse, Vinton Middle

High: Andrea McFarlain, Sulphur High

C. New Teachers of the Year/Owen Clanton, Administrative Director of Middle Schools

Jamie Young - W.W. Lewis Middle School

Elizabeth Barron - Vinton High School

D. Principals of the Year/Robert Pete, Administrative Director of High Schools

Elementary: Adam Caldwell, Nelson Elementary School

Middle: Michelle LeBlanc, W.W. Lewis Middle School

High: Eric Heinen, Vinton High School

E. Counselors of the Year/Tony McCardle, Director of Career & Tech

Amy Pourciau – Elementary School **and** Overall Counselor of the Year

Ryan White – Middle School Counselor of the Year

Stacey Blanchard – High School Counselor of the Year

F. Quiz Bowl/All Parish Team/Tonya Moak, Coordinator

Name	School
London Frey	Iowa High School
Braxton Smith	Bell City High School
John Leger	Sulphur High School
Adam Cagnolatti	Barbe High School

G. Division I State Champions/Barbe Girls' Golf Team/Troy Fontenot, Principal, Barbe High School

Isabella Bradley
Bella Callaba
Sadie Guillory
Coach Bob Corley
Coach Sid Bradley

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

I. You have each received the monthly Head Start report:

Program Governance

- Policy Council meeting was held on April 25, 2022. The following items were approved:
 - ✓ March 21st Policy Council minutes
 - ✓ April's Director's Report
 - ✓ April's Attendance Report
 - ✓ April's Financial Report
 - ✓ Graduation ceremony logistics

- Head Start transition opportunities were held at all sites. Parents were given an opportunity to complete the Coordinated Enrollment Application.

- Calcasieu Parish Early Childhood Department hosted their annual Coordinated Enrollment event on Saturday, April 9, 2022. Over 160 families were served during this event.

2. You have all received the school population report, showing the student numbers from the end of March, 2022, to the end of April, 2022.

3. I would like to report our April, 2022 sales tax numbers for our general fund which show collections at \$6,105,604 or 51.9 % above budget for the 10th month of the 2021-2022 school year.

- Collections are \$873,279 or 5.1 % above collections for the same month last year.
- After ten months, collections are \$21,870,568 or 16.3 % above budget and \$16,153,466 or 11.5 % above the same period last year.

4. Hurricane Information: The summary and detailed information was in your packet.

5. Just a reminder that your Tier 2 Personal Financial Disclosure Statement is due to the Louisiana Board of Ethics by May 15. If you would like for us to fax that for you and keep a permanent copy in your file, please let us know.

6. We received notice from the Louisiana Department of Education that our LA 4 Early Childhood Program was in compliance with 69 eligibility determinations out of 69 files and that attendance records were in compliance.

EXECUTIVE SESSION

On a motion by Mr. Duhon and a second by Mr. Hardesty, the Board adjourned into Executive Session at 5:36 p.m. on a unanimous vote.

A. Discussion of Settlement of Auto Claim #CLAS11767B1/Attorney Kyle Beasley

B. Discussion of Settlement of Auto Claim #CLAS12045C1/Attorney Ed McGuire

TAKE APPROPRIATE ACTION ON EXECUTIVE SESSION

On a motion by Mr. Hardesty and a second by Mr. Breaux, the Board returned to Regular Session at 5:44 p.m. on a unanimous vote.

A. Action on Settlement of Auto Claim #CLAS11767B1

The Board voted unanimously to settle on motions by Mr. Hardesty and Mr. Breaux.

B. Action on Settlement of Auto Claim #CLAS12045C1

The Board voted unanimously to settle on motions by Mr. Hardesty and Mr. Breaux.

COMMITTEE REPORTS

A. A&P Committee, April 26, 2022, John Duhon, *Chair*

Mr. Duhon gave the following report:

The Calcasieu Parish School Board Administration and Personnel Committee met Tuesday, April 26, 2022 in the Board Room at 3310 Broad Street, Lake Charles, Louisiana. A quorum was present.

Committee members present: John Duhon, Desmond Wallace, Russell Castille, Damon Hardesty, Fred Hardy, Dean Roberts, Alvin Smith,

Other Board members present: Annette Ballard, Billy Breaux

Committee members absent: Bliss Bujard, Mack Dellafosse, Glenda Gay, Aaron Natali

Mr. Barrentine presented revisions to the Calcasieu Parish School Board Policies. **School Board Ethics - BH, Curriculum - ID, Kindergarten Compulsory School Attendance Ages - IDCC, JBA, School Admission - JBC, Public School Choice - JBCE, Student Records - JR,**

Purchasing Policy & Bid & Quotations Policy – DJE, DJED, and Sabbatical Leave, Sick Leave, Parent Conference, and Student Welfare GBRHA, GBRIB, IHAD, JG. There were minor revisions to the language.

On a motion by Damon Hardesty and seconded by Billy Breaux, it was recommended to approve.

On behalf of the committee, Mr. Duhon offered a motion to approve; a second was not needed. The motion to approve passed on a unanimous vote.

There being no further business to discuss, on a motion by John Duhon and seconded by Billy Breaux the committee adjourned the meeting at 5:25.

TAKE APPROPRIATE ACTION

Mrs. Ballard read the following:

A. Revised Proposal for Multilingual Magnet School at Fairview Elementary School

The proposal is available for viewing at the end of this document and as a portion of the Minutes posted at www.cpsb.org.

Mr. Hardesty offered a motion to approve, with a second by Mr. Breaux. The motion carried with two nay votes.

Two specific issues will be brought back to the Board for further clarification:

School/Program Name – Preferably not “Magnet”
Possibility of a program Pre-K class and funding source

B. Consideration of ITEP request by Bullwin Enterprises - #20190292-ITE

This item is available for viewing at the end of this document and as a portion of the Minutes posted at www.cpsb.org.

Teri Johnson, representing CFT, submitted a blue card to address the Board.

Mr. Hardesty offered a motion to deny the request, with a second by Mr. Breaux. The motion to deny carried on a unanimous vote. Mr. Wallace asked that his nay vote be noted.

C. Approval of Cooperative Endeavor Agreement between CPSB and Southwest Center for Health Services – Kaufman Elementary School

This item is available for viewing at the end of this document and as a portion of the Minutes posted at www.cpsb.org.

Mr. Hardesty offered a motion to approve, with a second by Mr. Breaux. The motion carried on a unanimous vote.

D. Approval for Head Start Program application for Head Start COVID-19 Grant/\$395,463

To:	Karl Bruchhaus, Superintendent Annette Ballard, School Board President
From:	Michelle L. Joubert, Early Childhood Director
Subject:	Approval of Head Start COVID-19 grant award

Grant Title: Calcasieu Parish School Board (CPSB) Head Start Program

Grant Source: Federal

Grant Amount: \$395,463

Schools: DeQuincy Primary, J. D. Clifton Elementary, J.F. Kennedy Elementary, Jake Drost, Brenda H. Hunter, and J. I. Watson Elementary

Person Applying: Michelle L. Joubert – Early Childhood Director

Purpose: Head start COVID grant - Consider hiring bonuses, hazard pay, return-to-work incentives, child care stipends, retention bonuses, or temporary raises in pay, particularly for staff positions that are difficult to fill (45 CFR §75.431). Ensure staff have sufficient paid leave, including to receive the COVID-19 vaccine and recover from any side effects, as well as to quarantine or recover if they are exposed to or contract COVID-19. Any incentives for staff must be reasonable and subject to an established written policy of the grant recipient for allowability (45 CFR §75.431). Programs are reminded to update their written policies and procedures to reflect staff incentives. Programs should carefully communicate with staff that any incentives with one-time funding sources are not permanent. Programs may consider ways to link such incentives to a commitment from the employee to remain in their position for a certain period of time.

On a motion to approve by Mr. Hardesty and a second by Mr. Breaux, the motion carried on a unanimous vote.

PERMISSION TO ADVERTISE

Mrs. Ballard read the following:

A. Chemicals for Food Services Department/22-23 School Year/Food Services Funds

On a motion to approve by Mr. Hardesty and a second by Mr. Breaux, the motion carried on a unanimous vote.

B. Wrecker to be used by the Transportation Department/ESSER Funds

On a motion to approve by Mr. Hardesty and a second by Mr. Breaux, the motion carried on a unanimous vote.

C. Westwood Elementary School Gymnasium/District 23 Bond Funds

On a motion to approve by Mr. Hardesty and a second by Mr. Breaux, the motion carried on a unanimous vote.

BID REPORTS

A. Bid #2022-06PC for Administrative Area Modifications at Maplewood Middle and Elementary Schools/District 23 Bond Funds

BID REPORT

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

28-Apr-22

DESCRIPTION:	<u>Administrative Area Modifications Maplewood Middle & Elementary Schools</u>
FUNDS:	<u>SD # 23 Bond Funds</u>
BID NUMBER:	<u>2022-06PC</u>
DESIGNER:	<u>Ellender Architects & Associates LLC</u>

CONTRACTOR	BASE BID
Group Construction , LLC	\$1,264,000.00
Ryder & Ryder LTD	\$986,400.00
Garden City construction , Inc.	\$1,300,000.00
Dynamic Group , LLC	\$1,885,009.39
Hackley Enterprises, LLC	No Bid
Pat Williams Construction LLC	No Bid
J C Lewis Construction LLC	No Bid

The Committee recommends award of the contract to:

Ryder & Ryder , LTD

BASE BID \$986,400.00

Nine Hundred Eighty-Six thousand Four Hundred Dollars and No/100

as the lowest qualified bidder meeting specifications.

On a motion to approve by Mr. Dellafosse and a second by Mr. Breaux, the motion carried on a unanimous vote.

B. Bid #2022-08PC for Sam Houston High School Courtyard Improvements/Sales Tax District 3 Funds

On a motion to approve by Mr. Dellafosse and a second by Mr. Breaux, the motion carried on a unanimous vote.

BID REPORT

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

4-May-22

DESCRIPTION: Sam Houston High School - Courtyard Improvements

FUNDS: Sales Tax District 3 Funds

BID NUMBER: 2022-08PC

DESIGNER: Champeaux Evans Hotard, APAC

CONTRACTOR	BASE BID	ALT. #1	ALT.#2	Total
K & J Development	\$ 510,000.00	\$ 122,000.00	\$ 6,000.00	\$ 638,000.00
Hicks Enterprise	\$ 142,510.00	\$ 142,150.00	Not Received	

Low bidder did not have license number on outside of envelope as states on Notice to Bidders and did not acknowledge Addendum #2 So that bid is rejected and next lowest is taken

The Committee recommends award of the contract to:

K & J Development

BASE BID AND ALTERNATE 1 IN THE AMOUNT OF: \$ 638,000.00

Six Hundred Thirty Eight Thousand Dollars and No/100

as the lowest qualified bidder meeting specifications.

Alternate Descriptions:

1: Add demolition and replacement of existing concrete sidewalks, foundations and canopies South end of the Courtyard

Alt: 2 Add, provide, install Black Vinyl Coated Galvanized Chain Link Fencing in lieu of Galvanized Chain Link Fencing (fabric gauge to remain as specified)

CORRESPONDENCE

Mrs. Ballard read the following:

A. Change Order Number Four (4) for the Project, "Brenda Hunter Head Start Improvements, Phase 3," Bid #2021-08PC; Moss Architects, Inc., Designer; Seth Priola Construction, LLC., Contractor; Increase of forty-eight (48) days.

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

Item 9.A.

A Calcasieu Multilingual Magnet School Proposal

Reimagine Grant Innovation Proposal for School

Opening in August 2023

Presentation to the Calcasieu Parish School Board

Spring 2022

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Overview of Reimagine Grant

Grant Writers:

Monique Roberts, *CPSB World Languages and EL Consultant*

Laurie Cunningham, *Elementary EL Coach and Two-Way Immersion Facilitator*

School Theme:

Language, Academics, and Culture

Grant Overview: The Louisiana Department of Education (LDOE) has offered a funding opportunity for school systems who are interested in bold, systemic change to improve access to high-quality schools for students and families. If awarded, LDOE will offer funding and technical assistance that both builds a cohort of schools that can serve as statewide exemplars and builds school system and educator capacity for sustained school and system improvement.

Funding:

School System	School Action	Phase 1 Funding Planning	Phase 2 Funding Implementation
Calcasieu	School Innovation: Through the opening of a multilingual magnet academy, the existing immersion and English language programs will expand availability and allow access to a more diverse cross section of the district's population. This academy will provide not only a high-quality educational opportunity for all students but will also allow priority to English learners and underserved students.	\$300,000.00	\$870,000.00

Timeline: Award notifications will begin the week of February 21, 2022. BESE Board will approve grant allocations March 9, 2022.

Overview of School Proposal

Purpose of Proposed School:

We seek to open a multilingual magnet school with the purpose of expanding and strengthening its existing immersion and English language programs. Rather than having small bilingual programs with limited capacity in five monolingual schools, the creation of a multilingual magnet school would expand availability and allow access to a more diverse cross section of our district population. A school in which every student is learning an additional language will not only elevate the English learners, but also promote empathy and tolerance as students become authentic language models for one another. This proposed school will provide not only a high-quality educational opportunity for all students in the district but will allow priority to English learners and students living in a rapidly growing area of our district with little access to high performing schools.

A team consisting of a fully dedicated grant project coordinator, various levels of district and school leadership, and community members will work to bring this beneficial and innovative initiative to fruition.

Our district has monitored years of assessment data from our small French and Spanish Immersion programs and recent progress from our flourishing English Learner (EL) proficiency initiatives. This data analysis and a visible need for a quality, equitable, and accessible school choice option in a particular area of our district has led to the conception of this proposal.

With the goal of removing barriers and creating a more inclusive learning experience for all children, this school will provide highly qualified local and international teachers that will deliver instruction using rigorous Tier 1 curriculum with specific concentration in language acquisition.

In response to the growing number of ELs with Spanish as their native language, an expansion to our Two-Way Immersion program will offer a proven, effective model for developing language proficiency and mastery of academic content. Both native English and Spanish speakers will develop high levels of listening, speaking, reading, and writing skills. Neither group will have to forego development in the native language as second language proficiency is acquired.

To retain highly effective staff, this school will focus on providing targeted PD to meet the needs of language learners. Creating professional learning communities of teachers with common goals allows for job-embedded collaboration and strategic professional development.

To promote kindergarten readiness, this site will offer immersion and dual language PreK for all students. This early foundation will set our students on a path to a multitude of benefits including better academic and social performance, lower retention rates, and higher graduation rates.

Overview of School Proposal

Supporting Research:

According to research from the LA Guide for effective DLI programming, dual language programs that are sustained for at least six years achieve profound and lasting impacts on student academic achievement, regardless of background or cognitive and linguistic abilities. According to data, these students outperform their non dual language peers.

Benefits of language immersion, according to The Foundations of Bilingual Education and Bilingualism:

Academic: Students outperform their non-immersion peers on math and reading standardized tests starting in the 3rd grade.

Language and literacy: Immersion has no negative effects on English proficiency, and students develop native-like proficiency in the second language.

Cognitive skills: Students develop greater cognitive flexibility, increased attention control, better memory, superior problem-solving skills, and enhanced understanding of their primary language.

Socio-cultural: Students develop positive multiethnic and multicultural attitudes, are better prepared for the global community, and possess 21st century skills.

Economic: Students with competence in more than one language and culture will be better qualified and competitive for high-level, high-paying 21st century jobs.

Baker, Colin, 1949-. (2011). Foundations of bilingual education and bilingualism. Bristol, UK ; Tonawanda, NY :Multilingual Matters,

Sustainability:

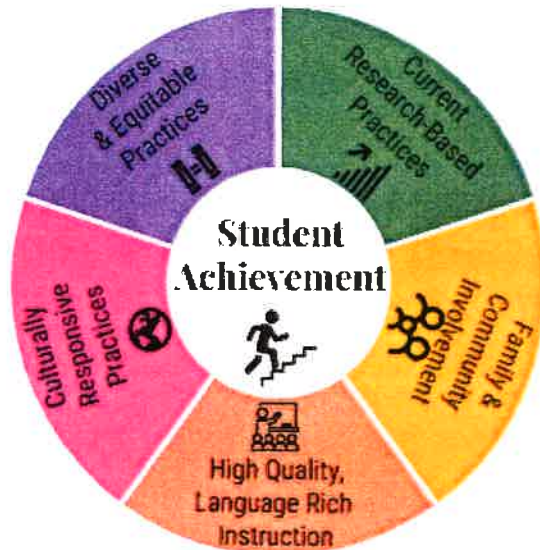
Several options for funding can sustain this initiative when grant funding is no longer available.

- Generally funded staff, consolidated to one site, to maximize human resources
- Title III, Title I, and Title IV
- Applications for further grant opportunities, specific to magnet schools, will be submitted
- An MOU with the non-profit, Louisiana Consortium of Immersion Schools, and The English Transformation Center at ULL have and will continue to support our dual language immersion education
- International Associate Teachers (IATs) will continue to be recruited by LDOE. The district will receive \$20,000 from 8(g) Grants program funding towards each IAT's salary. These teacher positions require a minimum of 50% native English speaking students in their classroom.

Overview of School Model

Mission: Our mission is to facilitate high student academic achievement, promote language development, and instill cross-cultural competence among our students so they will succeed in the global economy.

Framework:



Learning Pathways:

Dual Language Two-Way Immersion Spanish	World Language Immersion French	General Education with Sheltered Instruction for English Learners
Both native English speakers and native Spanish speakers learn grade-level content in Spanish and English.	Students are primarily English speakers and learn grade-level content in French and English.	Both English learners and native English speakers learn grade-level content with a focus on specialized techniques to accommodate the linguistic needs of English learners.

Other Potential School Offerings:

- Pre-Kindergarten
- After-School Care
- Music
- Art
- PE
- Spanish as a second language
- French as a second language
- STEM
- Library

Overview of School Model (continued)

Teacher Selection Criteria:

The multilingual magnet school will recruit highly effective teachers both locally and internationally.

- Teachers certified within the United States will be required to possess a teaching certificate as well as an English as a Second Language endorsement (see LDOE guidance below as an example) in order to meet the unique linguistic needs of our students.

English as a Second Language (Endorsement) Certificate level and stipulations that must be met by applicant:	Course Requirements Completed:		Course Prefix and Number:	Course Requirements:
	Yes	No		
<ul style="list-style-type: none"> A valid Type A, B, C or Level 1, 2, or 3 Louisiana teaching certificate. English as a Second Language will be added to the certificate of any teacher who holds a standard teaching certificate and successfully completes the course work with the understanding that the certification applies only to teachers of children with limited English-speaking ability. English as a Second Language certification will be valid only in the teaching area(s) in which one is certified. 	12 semester hours to include three semester hours in each of the following area(s):			
				Methods of Teaching ESL Introduction to Language and Culture Structure of the English Language Curriculum Design for the Multicultural Classroom

- Teachers certified internationally must meet the requirements outlined by the LDOE
- All faculty and staff will be required to complete professional development courses that focus on but not limited to the following:
 - Cultural Responsiveness
 - Language and literacy development strategies
 - Stages of language acquisition
 - Curriculum specific guidance

School Environment

The proposed school will foster an environment that leads to student success and therefore should adhere to the following expectations:

- School signs in all target languages throughout the school. This includes, but is not limited to: marquee, all bulletin board headings, hallways, and student work in target languages when appropriate
- Morning announcements include all target languages
- Communications to be sent home in home languages. This includes but is not limited to call-outs and newsletters.
- Honoring cultural diversity to promote positive cross-cultural attitudes. School programs and activities bring cultures together and foster respect.
- Resources in campus library and classroom libraries in all target languages.
- Orientation for all teachers and school staff to educate them about the programs
- Resources/Materials in target languages (ex: classroom libraries, stations)
- Campus events in partner languages (ex: Math Night, Literacy Night, Parent Meetings)
- Parent/ Family Events (ex: monthly informational meetings, ESL classes, Multicultural Night)
- School website includes information about all programs and events.

Overview of School Model (continued)

Family Commitment:

To ensure achievement and success, it is necessary for families to commit to the chosen program through 5th grade. Active parent support is extremely important for the long-term success of the students. Parents will be required to sign a commitment agreement.

How can parents actively support the multilingual magnet school?

- Understand it is a long-term commitment; through 5th grade
- Develop an understanding of educational framework and encourage the use of the target language and native language outside of school
- Show an interest in and value other cultures and languages
- Enjoy the challenges and celebrate the results

How can parents help their child at home?

- Reinforce learning at home
- Read 20-30 minutes a night in home language or partner language.
- Discuss daily what students are learning in the classroom
- Keep active with school sponsored family events
- Provide student with space, time and support to complete homework

Curriculum and Assessment:

- A variety of state-approved Tier 1 curriculum resources will be reviewed by a team of experts. The curriculum chosen will meet rigorous grade-appropriate criteria. In addition, it will also meet the authentic and unique progression of instruction for the target language.
- Assessment will align to state and district guidelines but will also include language specific assessments in order to evaluate program effectiveness.

Enrollment Criteria for Students:

All requests for placement in one of the learning pathways will be handled at the school site. In order to provide the best possible programs for all students, the following criteria will be considered for best placement of students. Students outside of attendance zone will be ranked on an eligibility list based on, but not limited to the following criteria:

- English Learner Status
- Heritage language
- Proximity to school
- Parent is a CPSB employee
- Siblings at school or in immersion
- Family history of immersion
- Family Interview: long term commitment
- Signed participation contract-attendance and commitment of continuation in pathway
- Family provided transportation

Overview of School Model (continued)

School Enrollment Waitlist:

If there are more qualified applicants than spaces available at the school, a random, unbiased selection process will be conducted.

Wait List Procedures

- If a kindergarten student moves out during the school year, names will be taken in order from the appropriate wait list (French Imm., TWI, Sheltered/Gen.Ed).
- If a first grade student moves out during the first semester of first grade, names will be taken in order from the appropriate wait list (French Imm., TWI, Sheltered/Gen.Ed).
- If a first grade student moves out after the first semester of first grade, names will only be taken in order from the EL waiting list. Any student admitted into an immersion program at this time, must show adequate target language fluency and have participated in a bilingual classroom.
- In grades 2 through 5, students may only be admitted to the program if there is space in the desired program at the students' grade level.
AND the student meets the following criteria:
 - The student has been identified as an EL (*TWI or Sheltered/GenEd only*)
 - The student shows adequate target language fluency (*Immersion only*)

If the waiting list has been exhausted, space can be filled by a new student who is:

1. Current student from another district in a similar program
 2. Any student who transfers in and has grade-appropriate literacy skills in the target language.
 3. 1st Grade Non-EL students who transfer in the first semester may be added to waiting list
- * Special Ed students of either language will be considered on a student by student basis.

Transportation Considerations:

- Current Fairview bus routes could be utilized
- Current Fairview ESL bus routes could be utilized
- Pick-up/Drop-off locations could be added.
- A 30-minute staggered start and end time could allow for greater bus driver availability
- Before and after school care could minimize the number of students requiring a bus

Proposed District Changes

In order to strengthen our existing EL and immersion program at Fairview and attract a broader cross-section of our district, rebranding is recommended. Through consultations with various stakeholders in our district (i.e. school staff, district staff, parents, and community members), several potential program names were submitted, and one will be chosen. It is important that a smooth transition process be in place for all affected students, teachers, and families. A potential phase-in plan is shown below.

Phase-In Plan	
Year	Phase-In The Multilingual Magnet
2022-2023	<ul style="list-style-type: none"> • Planning year • Begin enrolling new English learners of all languages at Fairview • Expand and maintain TWI through grade 4 • Begin rebranding and advertising for the next school year
2023-2024	<ul style="list-style-type: none"> • Offer PreK French and Spanish Immersion • Offer Kindergarten French Immersion • Maintain EL and TWI programs in grades K-5
2024-2025	<ul style="list-style-type: none"> • Offer grades PreK through 1 of all programs • Maintain EL and TWI programs in grades PreK-5
2025-2026	<ul style="list-style-type: none"> • Offer grade PreK through 2 of all programs • Maintain EL and TWI programs in grade PreK-5
2026-2027	<ul style="list-style-type: none"> • Offer grades PreK through 3 of all programs • Maintain EL and TWI programs in grades PreK-5
2027-2028	<ul style="list-style-type: none"> • Offer grades PreK through 4 of all programs • Maintain EL and TWI programs in grades PreK-5
2028-2029	<ul style="list-style-type: none"> • Full implementation

Proposed District Changes

In order to strengthen our district's existing immersion programs, a multilingual magnet school will house all these programs. This will allow all elementary immersion teachers and students in Calcasieu Parish access to the high-quality resources, strategies, and benefits that this school will offer.

Although this will require changes for some schools, a phase-in/out plan will allow for a more seamless transition.

School Changes			
Current School Program	Current Program Demographic	Teachers in Program	Proposed Change
Nelson Elementary EL Program	50 total ELs 50 OOZ	2	Move to The Multilingual Magnet
Oak Park Elementary Spanish Immersion	63 total 29 OOZ	6	Move to The Multilingual Magnet
Henry Heights French Immersion	52 total 36 OOZ	6	Move to The Multilingual Magnet
Fairview Elementary TWI and EL Programs	203 ELs 145 TWI	14	Transition FVE to The Multilingual Magnet

Proposed District Changes

It is important that a smooth transition process be in place for all affected students, families, and schools. A potential phase-in/out plan is shown below.

Phase-In/Out Plan		
Year	Phase-In The Multilingual Magnet	Phase-Out of Current School
2022-2023	<ul style="list-style-type: none"> Plan for the year Begin enrolling new English learners of all languages at Fairview 	<ul style="list-style-type: none"> No longer enroll new English learners of all languages at Nelson
2023-2024	<ul style="list-style-type: none"> Offer grades PreK and Kindergarten of all programs Maintain EL and TWI programs in grades 1-5 	<ul style="list-style-type: none"> No longer offer programs at other sites Maintain programs in grades 1-5
2024-2025	<ul style="list-style-type: none"> Offer grades PreK through 1 of all programs Maintain EL and TWI programs in grades 2-5 	<ul style="list-style-type: none"> No longer offer K-1 programs at other sites Maintain programs in grades 2-5
2025-2026	<ul style="list-style-type: none"> Offer grade PreK through 2 of all programs Maintain EL and TWI programs in grade 3-5 	<ul style="list-style-type: none"> No longer offer K-2 programs at other sites Maintain programs in grades 3-5
2026-2027	<ul style="list-style-type: none"> Offer grades PreK through 3 of all programs Maintain EL and TWI programs in grades 4-5 	<ul style="list-style-type: none"> No longer offer K-3 programs at other sites. Maintain programs in grades 4-5
2027-2028	<ul style="list-style-type: none"> Offer grades PreK through 4 of all programs Maintain EL and TWI programs in grade 5 	<ul style="list-style-type: none"> No longer offer K-4 programs at other sites. Maintain programs in grade 5
2028-2029	<ul style="list-style-type: none"> Full implementation 	<ul style="list-style-type: none"> No longer offer K-5 programs at other sites.

**Calcasieu Parish Industrial Tax Exemption Program
Return on Investment Evaluation**

Bullwin Enterprises - #20190292-ITE

Company Investment

Annual Payroll	\$	90,000
Capital Expenditure (CapEx)	\$	1,064,869

Exemption Requested

Property Taxes years 1-5	80%
Property Taxes years 6-10	80%

Local Revenue Forgone

	Total-all Jurisdictions	CPSB portion
Property Taxes years 1-5	\$ 71,938	\$ 21,512
Property Taxes years 6-10	\$ 64,759	\$ 19,366
Total Estimated 10 year Exemption	\$ 136,697	\$ 40,878

Revenue Generated over 20 years

	Total-all Jurisdictions	CPSB portion
Property Taxes generated over 10 yrs	\$ 34,174	\$ 10,220
Property Taxes generated over 20 yrs	\$ 157,934	\$ 47,229
Sales Taxes generated from CapEx	\$ 36,738	\$ 15,973

Factors

Direct Jobs - 1	(Annual P/R)	\$ 90,000	\$ 1,800,000	-over 20 yrs
Indirect Jobs -		\$ -		
Construction Jobs -		\$ -		

General Considerations

Benefits

- Direct & Indirect Job Creation - Major consideration
- Annual Payroll - Major Consideration
- Construction Jobs
- Sales Taxes generated from construction
- Property Taxes collected during & after ITEP exemption period
- Economic stimulus to area economy

Costs

- Foregone revenue from exempted property tax

CALCASIEU PARISH

ITEP IMPACT SUMMARY FOR ALL AFFECTED TAXING BODIES

10 YEARS TAX ABATEMENT AT 80% EXEMPTION years 1-5, 80% years 6-10

Project Name: n/a
Investment Amount: \$1,064,869
Ward: W8
Location: 6558 Hwy 90 E
Company Name: Bullwin Enterprises
DATED: 5/3/2022

Taxing Body	Millage Rate ²	Converted Millage Rate	Year										TOTAL EXEMPTION AMOUNT		
			YEAR 1 EXEMPT AMOUNT	YEAR 2 EXEMPT AMOUNT	YEAR 3 EXEMPT AMOUNT	YEAR 4 EXEMPT AMOUNT	YEAR 5 EXEMPT AMOUNT	YEAR 6 EXEMPT AMOUNT	YEAR 7 EXEMPT AMOUNT	YEAR 8 EXEMPT AMOUNT	YEAR 9 EXEMPT AMOUNT	YEAR 10 EXEMPT AMOUNT			
Assessor	1.25	0.00125	\$157	\$152	\$153	\$155	\$152	\$152	\$152	\$145	\$142	\$139	\$134	\$131	\$146
Sheriff	11.85	0.01185	\$1,484	\$1,439	\$1,454	\$1,469	\$1,439	\$1,439	\$1,378	\$1,378	\$1,348	\$1,317	\$1,272	\$1,242	\$1,840
School Board ⁴	17.00	0.01700	\$2,129	\$2,064	\$2,085	\$2,107	\$2,064	\$2,064	\$1,977	\$1,977	\$1,933	\$1,890	\$1,825	\$1,781	\$19,855
School Board ^{4A}	18.00	0.01800	\$2,254	\$2,185	\$2,208	\$2,231	\$2,185	\$2,185	\$2,093	\$2,093	\$2,047	\$2,001	\$1,932	\$1,886	\$21,023
Parish Government ⁵	29.30	0.02930	\$3,669	\$3,557	\$3,594	\$3,632	\$3,557	\$3,557	\$3,407	\$3,407	\$3,332	\$3,257	\$3,145	\$3,070	\$34,221
Special Districts ⁶	39.64	0.03964	\$4,964	\$4,812	\$4,863	\$4,913	\$4,812	\$4,812	\$4,609	\$4,609	\$4,508	\$4,407	\$4,255	\$4,154	\$46,297
Municipality ⁷	0.00	0.00000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	117.04	0.11704	\$14,657	\$14,208	\$14,358	\$14,507	\$14,208	\$14,208	\$13,610	\$13,311	\$13,012	\$12,563	\$12,264	\$12,264	\$136,697
Assessor	1.25	0.00125	\$39	\$38	\$38	\$39	\$38	\$38	\$36	\$36	\$36	\$35	\$34	\$33	\$365
Sheriff	11.85	0.01185	\$371	\$360	\$363	\$367	\$360	\$360	\$344	\$344	\$337	\$329	\$318	\$310	\$3,460
School Board ⁴	17.00	0.01700	\$532	\$516	\$521	\$527	\$516	\$516	\$494	\$494	\$483	\$472	\$456	\$445	\$4,964
School Board ^{4A}	18.00	0.01800	\$564	\$546	\$552	\$558	\$546	\$546	\$523	\$523	\$512	\$500	\$483	\$472	\$5,256
Parish Government ⁵	29.30	0.02930	\$917	\$889	\$899	\$908	\$889	\$889	\$852	\$852	\$833	\$814	\$786	\$768	\$8,555
Special Districts ⁶	39.64	0.03964	\$1,241	\$1,203	\$1,216	\$1,228	\$1,203	\$1,203	\$1,152	\$1,152	\$1,127	\$1,102	\$1,064	\$1,038	\$11,574
Municipality ⁷	0.00	0.00000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	117.04	0.11704	\$3,664	\$3,532	\$3,589	\$3,627	\$3,552	\$3,402	\$3,233	\$3,100	\$3,066	\$3,066	\$3,066	\$3,066	\$34,174

SOURCE: Calcasieu Parish Assessor's Office

NOTES:

- Depreciation is based upon the current 2021 Table 2503.D provided by the Louisiana Tax Commission.
 - Used known millage rates as of the date above and subject to change in the future.
 - Land and inventory are excluded from exemption under ITEP.
 - School Board millage rate total includes the adopted millage rate for [LIST SCHOOL BOARD MILLAGE NAMES]
 - School Board SPECIAL millage rate total includes the adopted millage rate for [LIST SCHOOL BOARD SPECIAL MILLAGE NAMES]
 - Parish Government millage rate total includes the adopted millage rate for [LIST AFFECTED PARISH GOVT MILLAGE NAMES]
 - Special districts millage rate total includes the adopted millage rate for [LIST SPECIAL DISTRICT NAME(S)]
 - Municipality millage rate total includes the adopted millage rate for [LIST MUNICIPALITY DISTRICT NAME(S)]
- ADVANCE RECEIVED DATE:
 APPLICATION RECEIVED DATE:
 APPLICATION BOARD APPROVAL DATE:
 ESTIMATED PROJECT START DATE:
 ESTIMATED PROJECT END DATE:
 AFFID OF FINAL COST DATE:
 CONTRACT EFFECTIVE DATE:
 CONTRACT EXPIRATION DATE:
 RENEWAL BOARD APPROVAL DATE:
 RENEWAL EFFECTIVE DATE:
 RENEWAL EXPIRATION DATE:
 PCR START DATE:
 PCR END DATE:
 LEGISLATION RULE:

0188	0.75	0.73	0.71	0.69	0.67	0.66	0.60	0.58	0.47	
862,544	798,652	777,354	756,057	734,760	713,462	702,814	638,921	564,381	500,488	
129,382	119,798	116,603	113,409	110,214	107,009	105,822	95,838	84,657	75,073	
YEAR 11 EXEMPT AMOUNT	YEAR 12 EXEMPT AMOUNT	YEAR 13 EXEMPT AMOUNT	YEAR 14 EXEMPT AMOUNT	YEAR 15 EXEMPT AMOUNT	YEAR 16 EXEMPT AMOUNT	YEAR 17 EXEMPT AMOUNT	YEAR 18 EXEMPT AMOUNT	YEAR 19 EXEMPT AMOUNT	YEAR 20 EXEMPT AMOUNT	TOTAL EXEMPTION AMOUNT
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
YEAR 11 COLLECTED AMOUNT	YEAR 12 COLLECTED AMOUNT	YEAR 13 COLLECTED AMOUNT	YEAR 14 COLLECTED AMOUNT	YEAR 15 COLLECTED AMOUNT	YEAR 16 COLLECTED AMOUNT	YEAR 17 COLLECTED AMOUNT	YEAR 18 COLLECTED AMOUNT	YEAR 19 COLLECTED AMOUNT	YEAR 20 COLLECTED AMOUNT	TOTAL COLLECTED AMOUNT
\$162	\$150	\$146	\$142	\$138	\$134	\$132	\$120	\$106	\$94	\$1,322
\$1,533	\$1,420	\$1,382	\$1,344	\$1,306	\$1,268	\$1,249	\$1,136	\$1,003	\$890	\$12,530
\$2,199	\$2,037	\$1,982	\$1,928	\$1,874	\$1,819	\$1,792	\$1,629	\$1,439	\$1,276	\$17,976
\$2,329	\$2,156	\$2,099	\$2,041	\$1,984	\$1,926	\$1,898	\$1,725	\$1,524	\$1,351	\$19,033
\$3,791	\$3,510	\$3,416	\$3,323	\$3,229	\$3,136	\$3,089	\$2,808	\$2,480	\$2,200	\$30,982
\$5,129	\$4,749	\$4,622	\$4,496	\$4,369	\$4,242	\$4,179	\$3,799	\$3,356	\$2,976	\$41,916
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$15,143	\$14,021	\$13,647	\$13,273	\$12,899	\$12,525	\$12,339	\$11,217	\$9,908	\$8,787	\$123,760

Company Name: Bullwin Enterprises

\$1,064,869

Sales Taxes						Sales Taxable %
2.50%	0.75%	2.50%	2.50%	8.25%		
Parish	Law Enforcement	Schools	City of Sulphur	Total		
\$ 15,973.04	\$ 4,791.91	\$ 15,973.04	\$ -	\$ 36,737.98		60.00000%

\$ 15,973.04	\$ 4,791.91	\$ 15,973.04	\$ -	\$ 36,737.98
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April 27, 2022

Superintendent Karl Bruchhaus
Attn: Wilfred Bourne, Chief Financial Officer
Calcasieu Parish School Board
3310 Broad St.
Lake Charles, LA 70615

RE: Bullwin Enterprises, LLC
Board of Commerce and Industry Approval Notice ("Notice")
Tax Exemption Application #20190292-ITE - \$1,064,869

Dear Superintendent Bruchhaus:

This Notice is being provided to you pursuant to the Rules of the Board of Commerce and Industry ("Board"), effective August 20, 2018, specifically Title 13 of the Louisiana Administrative Code, §503(H)(1) ("Rule").

Pursuant to this Rule, the Notice is hereby given that the above-referenced Tax Exemption Application for Bullwin Enterprises, LLC, attached hereto along with the corresponding Exhibit A, was approved by the Board on Wednesday, April 27, 2022. Local governmental entities have thirty days from the date notice of the Board's approval is posted on LED's website to determine whether to take further action on the approval in accordance with the Rule and may provide the necessary notice to LED, timely, using the attached Notice of Action. Any local governmental entity that timely notifies LED that the above-referenced application has been placed on the agenda of a public meeting will have an additional thirty days to make a final determination in accordance with the Rule. If the local governmental entity takes no action or does not provide timely notice of action to LED within the delays provided by the Rule, then the application shall be deemed approved by that entity.

Sincerely,



Kristin Cheng
Program Administrator
Industrial Tax Exemption Program
(225) 342-2083
ITEP@la.gov

c: Assessor, Calcasieu Parish

Industrial Tax Exemption Program Application - (Post Executive Order 2018)

** Any changes made to the information provided after the initial submission of this Application, whether requested by the Company or by LED, may result in a delay in Application processing time and/or Board of Commerce & Industry consideration. **

Project ID: 20190292-ITE

Date Received: 12/31/2021

PROJECT INFORMATION

Company: Bullwin Enterprises, LLC
Project Name: New Manufacturing Building
Project Location: 6558 Hwy 90 East , Lake Charles, LA, 70615
Parish: Calcasieu
City Limits?: --

COMPANY INFORMATION

Product Manufactured: Bullwin Enterprises will rent the building to Bullwin Industrial Services, LLC which produce and sell many types of hoses, cylinders, stainless steel fittings and metric adapters.

Manufacturing Process/Activities: Bullwin Industrial manufactures, rebuilds and repairs hydraulic hoses to meet client & industry specifications. They also manufacture, sell and repair Adapters, O-Ring Kits, Tubing, Live Swivels, Hose Reels, Clamps, Flanges, Gauges, Valves & Couplings.

GAMING

Has the applicant or any affiliates received, applied for, or considered applying for a license to conduct gaming activities? Yes No

If yes, please give a detailed explanation including the name of the entity receiving or applying for the license, the relationship to the business if an affiliate, the location and the type of gaming activities:

PROJECT DETAILS

NAICS: 531120
Project Type: Start-Up/New
Project Start Date (beginning of construction and/or installation): 4/27/2020
Project End Date (ending of construction and/or installation): 5/28/2021
Anticipated date for the commencement of operations of this project: 6/4/2021
Project Description:

Construction of a new Manufacturing building to be occupied by Bullwin Industrial Services, LLC (BIS). BIS is a manufacturing & fabrication shop that offers manufacturing & repairs of hoses, cylinder and stainless steel fittings, for industrial, petrochemical, hydraulic and marine industries. The building is a 21,600 square foot manufacturing building. The shop is 60x240 (14,400 sq ft) and is where all the lathes, welding machines, wash station, etc., most of the manufacturing activity is done in the shop. There is an inside shop/storage/inventory area 68x40 (2,720 sq ft) which contains equipment to manufacture smaller items, to house supplies for the lathes & welding machines (rods, parts, etc.) and smaller inventory items, including smaller customer products while in progress. The lean-to is 20x200 (4,000), it is used for manufacturing bigger pieces of customer equipment that can't fit into shop, to store customer equipment if the main manufacturing shop is to capacity and house bigger inventory items.

Will any portion of this project become operational/usable prior to the overall project's completion (i.e. application filled in phases)? Yes No

Calendar Years: 2021

ESTIMATED INVESTMENTS

Building & Materials:	\$668,285.00
Machinery & Equipment:	\$13,239.00
Labor & Engineering:	\$410,517.00
Estimated Total Investment Amount:	\$1,092,041.00
Less: Restricted Amount:	\$27,172.00
Total Estimated Investments:	\$1,064,869.00

ESTIMATED JOBS

Existing Jobs at Project Site: 10
Existing Jobs Statewide: 0
Will this project create new jobs? Yes No

New Direct Jobs: 1
Contract Jobs: 0

Will new jobs be created in phases?

Explain: Bullwin Enterprises, LLC is the owner of the newly constructed manufacturing building. It will rent the building to Bullwin Industrial Services, LLC, which is a manufacturing company as explained in the Company Details above. The building is 21,600 square feet, which increased the amount of work space for Industrial from their current location. Industrial did purchase used equipment, which did not qualify for exemption, but helped create the new job. They purchased 3 welding machines, 2 Lathes, & a Wash Station for cylinders. Both companies are owned 50/50 by Kody Winch and Brad Buller

(information entered below). I have uploaded the Baseline Calculation Worksheet for Bullwin Industrial since it is the entity that has created the job.

Construction Jobs: 0
Total Estimated Jobs: 11
New Jobs for this phase: 0

If no new jobs are being created with this project, will existing jobs be retained?

Yes No

If yes, provide a compelling reason(s) for retention:

ESTIMATED PAYROLL

Existing Jobs Payroll:	\$380,000.00
Existing Jobs Statewide Payroll:	\$0.00
New Direcy Jobs Payroll:	\$90,000.00
Contract Jobs Payroll:	\$0.00
Construction Jobs Payroll:	\$0.00
Total Estimated Payroll:	\$470,000.00
New payroll for current phase:	\$0.00

PROPERTY TAX

Millage Rate for this property. Use the millage rate obtained from the parish assessor to calculate the fee. 0.1150
This is usually a whole number (i.e., 115.47 or 92.665. A millage rate is expressed in 1/1000ths of a dollar (known as one mill). Convert the whole number millage rate by dividing by 1000 to a decimal number (i.e., the whole numbers converted to 1/1000ths would be .1154 or .0927 when rounded to four digits.)

Note: Proof of Millage/Location form must be completed by the parish assessor and uploaded to the attachments of this application.

Total Property Taxes paid (most recent year for this site): 4402.00

BUSINESS LEGAL STRUCTURE

Is this company an LLC? Yes No

If an LLC members or pass through entity, list below the names and the LA Dept. of Revenue tax identification number or social security number for all.

LLC Members

Legal Name

Kody Winch

Brad Buller

ESTIMATED BENEFIT

Investment Amount:	\$1,064,869.00
x Assessment Percentage:	0.15
x Millage Rate:	0.1150
=Annual Exemption	\$18,375.38

Annual Exemption * 5 years at 80%	\$73,501.52
+ Annual Exemption * 5 years at 80%	\$73,501.52
=Estimated Ten Year Property Tax Exemption	\$147,003.04

FEE CALCULATION

Estimated Ten Year Property Tax Exemption :	\$147,003.04
x Rate	0.005
= Assessed Fee (\$500.00 Minimum—\$15000.00 Maximum)	\$735.02
Amount Paid:	\$753.77
Amount Due:	\$0.00

ATTACHMENTS

Document Type	Document Name	Date
Proof of Millage Rate	Bullwin - ProofofMillageLocationVerificationForm-signed.pdf	12/14/2021
Baseline Calculation Worksheet	Baseline Employment Worksheet.pdf	12/14/2021
Other	Assets Not Assessed.pdf	12/21/2021
Notarized Affidavit	Contract Affidavit.pdf	12/22/2021
Breakdown of Purchases	Copy of ITEBreakdownofPurchases.xlsx	12/31/2021
Notarized Affidavit	Contract Affidavit.pdf	1/6/2022
ES4	SUTA Reports.pdf	1/6/2022
Baseline Calculation Worksheet	Employee Baseline.pdf	1/27/2022
Breakdown of Purchases	Copy of ITEBreakdownofPurchases.xlsx	1/28/2022
Baseline Calculation Worksheet	Employee Baseline.pdf	2/2/2022
ES4	SUTA Reports.pdf	2/2/2022
Breakdown of Purchases	Copy of ITEBreakdownofPurchases.xlsx	2/2/2022
Breakdown of Purchases	Copy of ITEBreakdownofPurchases.xlsx	2/3/2022
Breakdown of Purchases	Copy of ITEBreakdownofPurchases - CORRECTED FINAL VERSION.xlsx	2/3/2022

PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$753.77	12/31/2021	OD8KMN0Y5K	master_credit

PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Kristie	Boudreaux	kristie@boudreauxandhebertcpas.com	Boudreaux & Hebert CPAs, LLC	1101 Hugh Wallis Rd S Suite 205 , Lafayette, LA, 70508	(337) 236-9992	Consultant
Kody	Winch	kodywinch@bullwinindustrial.com	Bullwin Enterprises, LLC	854 Hwy 397 , Lake Charles, LA, 70615	(337) 654-1914	Business Signatory

CONTRACT SIGNATORY

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: Member

First Name: Kody

Last Name: Winch

Email Address: kodywinch@bullwinindustrial.com

CERTIFICATION STATEMENT

I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

FORM SIGNATURE

I, **Kody Winch**

, approve the above information.

A handwritten signature in blue ink, appearing to read "Kody Winch". The signature is fluid and cursive, with a large initial "K" and a long, sweeping underline that extends to the right.

CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification #20190292)

EXHIBIT "A"

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

BULLWIN ENTERPRISES, LLC

EXHIBIT "A" AGREEMENT

This Agreement, as of the Effective Date, defined herein, is made among:

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT ("LED"), an agency of the State, represented herein by the Secretary of the Department ("Secretary"); and

BULLWIN ENTERPRISES, LLC ("Company"), a Louisiana Limited Liability Company in good standing, and authorized to do business in the State, represented herein by the undersigned duly authorized officer.

(The above are collectively referred to as "Parties" and singularly referred to as "Party".)

WHEREAS, Article VII, Section 21 (F) of the Louisiana Constitution of 1974 provides that the Louisiana Board of Commerce and Industry ("Board"), with the approval of the Governor of the State of Louisiana ("Governor"), may enter into contracts for the exemption from ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment on such terms and conditions as the Board, with the approval of the Governor, deems is in the best interest of the State; and

WHEREAS, the Governor has provided the terms and conditions pursuant to which he will approve contracts for the Industrial Tax Exemption ("Exemption"); and the Board has promulgated Rules pursuant to which it will approve contracts, all in accordance with Article VII, Section 21 (F); and

WHEREAS, Company owns the manufacturing building that houses the expansion of the Manufacturing Establishment located in Calcasieu Parish for the lease and use by Bullwin Industrial Services, LLC ("BIS"), a Company Affiliate, that resulted in an increase in BIS' capacity to manufacture hoses, cylinders and stainless steel fittings used in petrochemical, hydraulic and marine industries (the "Project"), and a new direct job and payroll as hereinafter provided will result from the Company's investment in the Project; and

WHEREAS, Company has filed an Advance Notification for the Project in accordance with the Rules of the Board in order to obtain an exemption from ad valorem taxes in Calcasieu Parish; and

WHEREAS, in exchange for the Exemption, Company agrees to the creation of such Jobs and Payroll (defined herein-below) and to the other terms and conditions of this Agreement; and

WHEREAS, in accordance with the Board Rules, this Agreement shall be Exhibit A to the Exemption Contract(s) and shall include the number of jobs and payroll to be created and/or retained at the Manufacturing Establishment and the term of the Exemption; and

WHEREAS, the Secretary projects that the return on investment to the State and Local Governmental Entities from the Manufacturing Establishment will exceed the benefit of the Exemption as set forth in the terms hereinafter provided, considering a multitude of factors, including but not limited to the following: capital expenditure, direct payroll tax revenue, indirect payroll tax revenue, and additional indirect tax revenue streams such as property tax, sales tax,

other payroll tax, and other local taxes associated with jobs supporting the Project; and

WHEREAS, this Agreement serves a public purpose and is in the public interest of the State and its citizens;

THEREFORE, IT IS AGREED:

ARTICLE I DEFINITIONS

Section 1.01 Definitions

"Advance Notification" means the notification of intent to apply for the Exemption filed in accordance with Section 503 of the Rules.

"Agreement" means this Exhibit "A" agreement, and any amendments or modifications thereto.

"Assignment" means to transfer or assign this Agreement, transfer or assign any of a Party's rights hereunder, or delegate any of a Party's duties hereunder, and **"Assignee"** means the entity to which such transfer or assignment is made in accordance with this Agreement.

"Basic Health Benefits Plan" means a basic health benefits plan for the individuals employed in new direct Jobs in this State which shall be determined by LED to be in compliance with federally mandated healthcare requirements or, if no federally mandated healthcare requirements exist, shall provide coverage for comprehensive healthcare coverage including basic hospital and physician care.

"Board" means the Louisiana Board of Commerce and Industry.

"Capital Expenditures" means the cost associated with a new manufacturing establishment or an addition to an existing manufacturing establishment, including purchasing or improving real property and tangible personal property, whose useful life exceeds one year and which are used in the conduct of business.

"Cessation of Operation" means failure of the Manufacturing Establishment to engage in manufacturing and provide finished product(s) into the stream of commerce, except that the Secretary shall have the discretion to determine whether and the duration for which a temporary suspension of Operation due to maintenance, equipment breakdowns, or turnarounds does not constitute a Cessation of Operation.

"Certification of Compliance" means a sworn verification of compliance with the Company Objectives under this Agreement, signed by a key employee of the Company (executive or senior level officer, project site manager, or equivalent rank.).

"Company" means BULLWIN ENTERPRISES, LLC, a Louisiana Limited Liability Company duly authorized to do and doing business in Louisiana, and its successors and permitted assigns.

"Company Affiliate" means any business entity that controls or is controlled by the Company or

by another business entity that controls the Company, including a parent or subsidiary of the Company, or another subsidiary of a parent of the Company, including but not limited to BIS. Control means exercising authority over the management, business policies, and operations of the business entity.

"Company Default" is defined in Section 6.01(B).

"Company Objectives" means (1) the acquisition, expansion, construction, equipping, and Operation of the Manufacturing Establishment, (2) the making of anticipated Capital Expenditures; (3) the creation and maintaining of Required Annual Jobs and (4) the payment of Required Annual Payroll.

"Contract Monitor" is defined in Section 7.01(A).

"Default" has the meaning set forth in Article VI.

"Default Payment" means the amount of money, if any, paid by Company to the Local Governmental Entities in the event of a Default as provided in Article VI.

"Effective Date" is the date of execution of this Agreement by the Secretary.

"Exemption" means the exemption from ad valorem taxation provided for manufacturing establishments in Article VII, Section 21(F) of the Louisiana Constitution of 1974 with specific regard to the Project.

"Exemption Contract(s)" means the contract(s) entered into by the Board, the Company, and approved by the Governor memorializing the Exemption for the Project and specifying the terms thereof and to which this Agreement shall be Exhibit A to each such contract.

"Exemption Period" means the number of years of Exemption provided in accordance with the Rules and further set forth in Section 4.01(C), and shall begin January 1 or, if the Project is located in Orleans Parish, beginning on August 1, of the first Project Year after which the Project becomes Operational or completes construction. The Exemption Period for the Project shall not be longer than 10 years—no more than 5 years initially and an additional 5 years if the Exemption is renewed.

"Force Majeure" means: (1) an act of God, an act of war, strike, or a natural disaster due to earthquake, landslide, fire, flood, tornado, tropical storm, or hurricane; (2) which is beyond the reasonable control of a Party to this Agreement; and (3) prevents the Party from performing its obligations hereunder.

"Governor" means the Governor of the State of Louisiana.

"ITEP" means the Industrial Ad Valorem Tax Exemption Program administered by LED to implement the exemption from ad valorem taxation provided for in Article VII, Section 21(F) of the Louisiana Constitution of 1974.

"Jobs" means positions of employment that are:

- (1) new (not previously existing in the State);
- (2) permanent (without specific term);
- (3) full-time (working a minimum of 30 hours or more per week);
- (4) employed directly by the Company, a Company Affiliate, or a Qualified Contractor;
- (5) based at the Manufacturing Establishment; and
- (6) filled by a United States citizen who is domiciled in Louisiana or who becomes domiciled in Louisiana within 60 days of employment; and
- (7) offering a Basic Health Care Benefits Plan.

Jobs shall not include:

- (1) jobs transferred to the Manufacturing Establishment from within the State by the Company, a Company Affiliate, or a Qualified Contractor, unless back-filled to result in a net job gain within the State;
- (2) jobs transferred from other Louisiana-based employment as a result of the Company, a Company Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets, unless back-filled to result in a net job gain within the State; or
- (3) jobs performing contract services for the State of Louisiana or any of its agencies.

"LED" means Louisiana Department of Economic Development.

"Legislature" means the Legislature of the State of Louisiana.

"Local Governmental Entities" with regard to Calcasieu Parish, means the parish governing authority, school board, and sheriff, as well as any municipality in which the Manufacturing Establishment is or will be located.

"Manufacturing Establishment" means the location for the Project, as described in the ITEP application for the Project, for the manufacturing of finished product(s) to be placed by Company or BIS into the stream of commerce.

"Operation" or "Operational" means the commercial utilization of the Manufacturing Establishment, if new, or of the addition, rehabilitation or restoration of the Manufacturing Establishment for which the Exemption is granted.

"Payroll" means payment by the Company, a Company Affiliate or Qualified Contractor to its employees for Jobs, exclusive of benefits and defined as wages under Louisiana Employment Security Law (La. R.S. 23:1472(20)), during a Project Year, except that with regard to Jobs employed directly by a Qualified Contractor, Payroll shall not include any fees, mark-up, profit margins or similar payments by the Company or a Company Affiliate to a Qualified Contractor.

"Project" means Company's acquisition or expansion, construction, improvement, equipping and Operation of the Manufacturing Establishment as further described in the Recitals.

"Project Year" means each twelve-month period, beginning on January 1 and ending on December 31, or, if the Project is located in Orleans Parish, beginning on August 1 and ending on July 31, of each year identified in Section 4.02(B).

“Qualified Contractor” means a business entity other than Company or Company Affiliate, acting pursuant to an agreement with the Company or Company Affiliate regarding the Project.

“Required Annual Jobs” is the number of Jobs required to be met by the Company pursuant to Section 4.02, during a Project Year.

“Required Annual Jobs and Payroll” refers, collectively, to Required Annual Jobs and Required Annual Payroll.

“Required Annual Payroll” is the amount of Payroll required to be met by the Company pursuant to Section 4.02 for Jobs.

“Rule(s)” mean the rules promulgated by the Board as Chapter 5 of Title 13 of the Louisiana Administrative Code.

“Secretary” means the Secretary of the Louisiana Department of Economic Development.

“State” means the State of Louisiana.

ARTICLE II AUTHORITY

Section 2.01 LED Authority

LED is granted authority under the provisions cited above to enter into agreements with public and private associations or corporations for a public purpose.

Section 2.02 Company Authority

A duly executed resolution or other evidence of the authority of the Company to enter into this Agreement and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Agreement and any other documents required thereby on behalf of the Company, certified by the secretary or other authorized representative of the Company, is attached hereto as Exhibit 1.

Section 2.03 Other Approvals

This Agreement is not effective until signed by all Parties.

ARTICLE III REPRESENTATIONS

The Parties have all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the persons signing this Agreement have the authority to execute this Agreement as authorized representatives, and to bind the Parties to all the terms of this Agreement.

This Agreement has been duly authorized, executed, and delivered by the Parties and upon receipt of the approvals described herein will constitute a legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

Parties have taken or will take all necessary and proper action to authorize the execution, issuance, and delivery of this Agreement and any other documents required by this Agreement, and the performance of its obligations under this Agreement.

The execution of this Agreement and any other documents required by this Agreement as well as the performance by the Parties of their respective obligations hereunder are within the Parties respective powers and will not violate any provisions of any law, regulation, decree, or governmental authorization applicable to them.

ARTICLE IV OBLIGATIONS

Section 4.01 LED Obligations

(A) LED enters into this Agreement for the purposes of providing the terms and conditions for Company's receipt of the Exemption in the manner and for the purposes provided for by the Board and the Governor.

(B) Upon execution of this Agreement, LED will recommend to the Board that the Company receive the Exemption for the Project under the terms and conditions hereinafter set forth as required by the Rules, and this Agreement shall be Exhibit A to each Exemption Contract among the Board and Company upon approval by the Governor.

(C) LED will make the following recommendation for the Exemption to the Board for the Company, subject to the Company's adherence to its objectives hereunder and in accordance with the terms and conditions of this Agreement and ITEP Rules with respect to the limitation or cancellation of an Exemption Contract in the event of the Company's non-performance of its objectives hereunder: (1) an 80% exemption from ad valorem taxes for the initial Exemption Contract of 5 years and (2) an 80% exemption from ad valorem taxes for the renewal Exemption Contract of 5 years with the express understanding that Company's compliance with and performance of the Company's Objectives hereunder shall be a consideration as to the renewal of the Exemption.

Section 4.02 Company Objectives

(A) Commencement of Operation. The Company owns the expanded Manufacturing Establishment and BIS commenced Operation by June 4, 2021, as described in the ITEP application form filed for this Project. During the construction period, Company projects that it expended approximately \$1,064,869.00 in Capital Expenditures and that the Project provided the creation of 1 Job with an annual Payroll of at least \$90,000.00, including 0 Jobs by a Qualified Contractor. Upon commencement of Operation and fulfillment of the foregoing representations, Company shall provide the Required Annual Jobs and Payroll as set forth in Section 4.02(B).

(B) Operation of the Manufacturing Establishment: Required Annual Jobs and Payroll. During each Project Year thereof, the Company or Company Affiliate anticipates creating and, thereafter, maintaining Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Required Annual Payroll
2022	1	\$90,000.00
2023	1	\$90,000.00
2024	1	\$90,000.00
2025	1	\$90,000.00
2026	1	\$90,000.00
2027	1	\$90,000.00
2028	1	\$90,000.00
2029	1	\$90,000.00
2030	1	\$90,000.00
2031	1	\$90,000.00

(C) Jobs and Payroll Creation. Any Jobs and corresponding Payroll created by after Company files the Advance Notification for the Project shall be considered as having been created during the first Project Year.

(D) Project Year Adjustment. To the extent Operation does not commence on or before the anticipated date identified in Section 4.02(A), Project Years will adjust accordingly, but for no more than two years.

(E) Other State Incentives. To the extent that Company may receive any other incentives administered by LED directly for any Required Annual Jobs or Payroll, it shall have no bearing on this Agreement.

(F) Louisiana Preference. To the extent allowed by law, and insofar as is feasible and practicable, the Company agrees to use reasonable commercial efforts to give preference to Louisiana manufacturers, suppliers, vendors, contractors, and subcontractors in connection with equipping the Manufacturing Establishment and purchasing material and supplies to support Operation, provided such entities are competitive in price, quality, and delivery.

**ARTICLE V
ASSIGNMENT AND TRANSFER**

Assignment or Transfer of the Manufacturing Establishment or any part of an Exemption Contract shall be governed by Section 535 of the Rules pertaining to the “Sale or Transfer of Exempted Manufacturing Establishment.”

**ARTICLE VI
DEFAULT AND RENEWAL CONSIDERATION**

Section 6.01 Default

(A) State Default. The failure by the Board, the Local Governmental Entities or the Governor, to approve the Exemption for the Company in the manner provided by the Rules, constitutes a default under this Agreement. Upon the occurrence of such default, Company is relieved of all obligations hereunder and this Agreement shall automatically terminate without any further

remedy to or obligation imposed upon Company.

(B) Company Default. The occurrence of any of the following actions during the term of an Exemption Contract shall constitute a Company Default with a corresponding remedy:

(1) Operation does not commence within a 2-year period beginning on the date identified in Section 4.02(A), in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules.

(2) Cessation of Operation, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;

(3) Assignment of this Agreement, or transfer of ownership of or controlling interest in the Manufacturing Establishment, the Company, or substantially all of its assets, other than as permitted under Article V, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;

(4) Failure to satisfy 90% of either or both of the Company's Required Annual Jobs and Payroll under Section 4.02 of this Agreement upon which LED shall give notification to the Company and the Local Governmental Entities, which entities will make a recommendation to the Board on whether to terminate the Exemption Contract for the Company or otherwise alter the terms of the Exemption, including the length of the exemption period and/or the percentage of the exemption. The recommendation of the Local Governmental Entities shall then be submitted to the Board for consideration and/or action. This provision shall be applicable for each Project Year in which the Company fails to satisfy the requirements of this paragraph as provided herein irrespective of any prior decision of the Board to continue the Exemption Contract under the terms provided.

Alternatively, the Local Governmental Entities and the Company may forego the recommendation to the Board required by this section if the Local Governmental Entities agree that the Company shall pay and the Company actually makes a Default Payment to each of the Local Governmental Entities in an amount agreeable to both the Local Governmental Entities and the Company, in which case the terms of the Exemption Contract shall remain the same.

(C) Renewal Consideration. Upon Company's application for a renewal of the Exemption, Company's non-performance of this Agreement shall be considered by the Board in the manner provided by the Rules.

Section 6.02 Delay or Omission

No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach of this Agreement by any other Party shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.

Section 6.03 Force Majeure

(A) Upon occurrence of an event of Force Majeure, the affected Party shall have the right, but not the obligation, to declare a Force Majeure period, by giving written notice of such event and declaration to the other Parties within 30 days of such occurrence. Time being of the essence, the affected Party shall make every reasonable effort to give such notice as soon as possible, but in any event notice must be given within 30 days of the occurrence.

(B) The Force Majeure period shall continue from the date of such notice until the effects of such Force Majeure are removed, remedied, repaired, or otherwise no longer prevent performance of a Party's obligations hereunder. During the Force Majeure period, the obligations of the Parties under this Agreement shall be suspended, and the relevant deadlines and time periods under this Agreement shall be extended to the extent of such suspension. In any event, no Force Majeure period arising from a single event of Force Majeure shall be deemed to exist for longer than 2 years from the date of such notice, and the aggregate Force Majeure period during the term of this Agreement shall not exceed two years.

(C) The affected Party must proceed with due diligence to effect repairs or undertake efforts to remedy or mitigate the effects of a Force Majeure event, and within 60 days of the occurrence of the event of Force Majeure shall provide the other Parties a report showing the efforts made and to be made to remedy or mitigate the effects as well as a timetable to return to full performance.

Section 6.04 No Other Damages.

No party shall have the right to recovery against any other party of any damages of whatever nature, including compensatory, consequential, punitive, or otherwise, arising from or relating to any act or omission deemed to be a breach of this Agreement or fault of any party other than the remedies expressly set forth in this Article.

**ARTICLE VII
REPORTS; AUDIT**

Section 7.01 Contract Monitoring

The Secretary of LED or his designee will designate, and may change from time to time, one or more persons on his staff to act as Contract Monitor for the Project, to act as LED's representative and liaison between LED and the Company, and to monitor the achievement of the Company Objectives.

Section 7.02 Annual Certification of Compliance

By the last day of the fourth month following the end of each Project Year ("Deadline"), and subject to one request by the Company for a reasonable extension of time of no more than 60 days if made, in writing, before the Deadline, the Company shall deliver to LED a Certification of Compliance with the Company Objectives under this Agreement, including specific verification of the creation and maintenance of Required Annual Jobs and Payroll. The Certificate of Compliance shall be in the general form of Exhibit 2 attached hereto and shall be accompanied by the additional materials referenced therein. All original documentation supporting the Certification

of Compliance shall be maintained by the Company as required by the Rules. Failure to timely submit the annual Certification of Compliance may result in LED reporting to the Local Governmental Entities a failure to satisfy Required Annual Jobs and Payroll per Section 6.01(B)(4).

With regard only to the first Project Year referenced in Section 4.02(B), the Company shall deliver to LED the Certification of Compliance either within the time delay referenced in the prior paragraph or 90 days following the date that LED submits the Exemption Contract to the Company for execution, whichever is later.

Section 7.03 Audit

LED shall have such rights to compel an investigation at any time during the effectiveness of this Agreement as provided in Section 531 of the Rules pertaining to inspections.

Section 7.04 Reporting Rules Applicable

Nothing provided in this Section shall relieve Company of any additional reporting requirements provided by the Rules.

**ARTICLE VIII
TERM**

The Term of this agreement shall extend from the Effective Date until the end of the Exemption Period.

**ARTICLE IX
MISCELLANEOUS**

Section 9.01 Non Discrimination

Company agrees to abide by the requirements of the following laws, as amended and as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990. Company agrees not to discriminate in their employment practices in Louisiana, and, to the extent required by law and Executive Order, will render services in Louisiana without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

Section 9.02 Captions

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

Section 9.03 Counterpart

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same Agreement.

Section 9.04 Choice of Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

Section 9.05 Jurisdiction and Venue

The 19th Judicial District Court in the Parish of East Baton Rouge, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement; and the Parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Agreement.

Section 9.06 Further Assurances

From time to time hereafter, the Parties shall execute and deliver such additional instruments, certificates, or documents and take all such actions as another Party may reasonably request for the purpose of fulfilling the Parties' obligations hereunder.

Section 9.07 Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered to the address(es) set forth below, or to such other address as may be designated by such Party in written notice to the other Party.

To LED:

Don Pierson, Secretary
Louisiana Department of Economic Development
P. O. Box 94185; Baton Rouge, LA 70804-9185 (USPS mail)
11th Floor, 617 North 3rd Street, Baton Rouge, LA 70802-5239 (Delivery)
Telephone: (225) 342-3000

To the Company:

Kody Winch
BULLWIN ENTERPRISES, LLC
854 Hwy 397
Lake Charles, LA 70615
(337) 654-1914
kodywinch@bullwinindustrial.com

Section 9.08 Amendment

This Agreement may be amended only upon the written consent and approval of all Parties.

Section 9.09 Rules Prevail

To the extent any provision of this Agreement, after reasonable construction so as to give meaning to all provisions of this Agreement and the Rules, conflicts with the Rules promulgated by the Board, the Rules of the Board prevail.

Section 9.10 Electronic Transaction; Electronic Signatures

In accordance with LA. R.S. 9:2605B(1)&(2), the Parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the Parties to this Agreement and any Amendments hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the "Louisiana Uniform Electronic Transactions Act", LA. R.S. 9:2601 through 9:2621.

****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK****

IN WITNESS WHEREOF, this Agreement has been signed by the undersigned duly authorized representatives on the dates indicated below.

BULLWIN ENTERPRISES, LLC

By: Kody Winch
Kody Winch (Apr 14, 2022 11:57 CDT)
Signature

Kody Winch
Printed Name

Title: Owner

Date: 04/14/2022

LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT

By: Don Pierson
Don Pierson, Secretary

Date: 04/23/2022

LED CONTRACT MONITOR


Hud Usie
Hud Usie (Apr 22, 2022 11:14 CDT)
Signature

Hud Usie
Printed Name

**AUTHORIZING RESOLUTIONS OF THE MEMBERS OF
BULLWIN ENTERPRISES, LLC, A Limited Liability Company**

RESOLVED, that the manager of the Company, Kody Winch, is authorized and directed to execute all documents and to take such action as they may deem necessary or advisable for the Industrial Tax Exemption contract agreement between Louisiana Department of Economic Development and the company.

Effective Date: April 12, 2022



Kody Winch, Member



Brad Buller, Member/Manager

State of
Louisiana
Secretary of
State



COMMERCIAL DIVISION
225.925.4704

Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name	Type	City	Status
BULLWIN ENTERPRISES, LLC	Limited Liability Company	LAKE CHARLES	Active

Previous Names

Business: BULLWIN ENTERPRISES, LLC
Charter Number: 43306248K
Registration Date: 1/4/2019

Domicile Address

6558 HWY 90 EAST
LAKE CHARLES, LA 70615

Mailing Address

PO BOX 16600
LAKE CHARLES, LA 70616

Status

Status: **Active**
Annual Report Status: **In Good Standing**
File Date: 1/4/2019
Last Report Filed: 3/23/2022
Type: Limited Liability Company

Registered Agent(s)

Agent:	KODY WINCH
Address 1:	20490 PARISH LINE RD
City, State, Zip:	KINDER, LA 70548
Appointment Date:	1/4/2019

Agent:	BRAD BULLER
Address 1:	25082 BARKER RD.
City, State, Zip:	KINDER, LA 70648
Appointment Date:	1/4/2019

Officer(s)

Additional Officers: No

Officer:	KODY WINCH
Title:	Member
Address 1:	20490 PARISH LINE RD
City, State, Zip:	KINDER, LA 70648

Officer:	BRAD BULLER
Title:	Member
Address 1:	25082 BARKER RD.
City, State, Zip:	KINDER, LA 70648

Amendments on File

No Amendments on file

Print

If the answer to 7.c. is "No", please explain: _____

8. Upload this Certification of Compliance with original signatures via Fastlane. The following additional materials must accompany this certification. Use the most current updated prescribed forms and spreadsheets found on the Fastlane Document Checklist:

- ITE Employment Baseline Calculation Worksheet – (only required the first year of reporting).
- A sortable and unlocked version of the ITE Annual Compliance Report (ITE ACR).
- Copies of all quarterly wage reports (ES-4's/SUTA) and Multi Worksite Reports (if applicable) filed with the LA Workforce Commission for the same filing period.

9. Optional: If applicable, additional non-compliance documentation is attached as a separate document for LED to provide to the Local Governmental Entities & the Board of Commerce & Industry for consideration. Yes No

CONTACT TYPE (select one): Business Consultant

Contact Information:

Name: _____

Title: _____

Mailing Address: _____

Phone Number: _____ Extension: _____

E-mail Address: _____

CERTIFICATION

(Must be executed by a key employee of the Company—executive or senior level officer, project site manager, or equivalent rank)

I hereby certify that, with regard to the above-referenced Industrial Tax Exemption project number, the information provided in this document and additional supporting materials is true and correct to the best of my information and belief after reasonable inquiry. And I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing of false public records (R.S. 14:133) and/or forfeiture of any exemptions approved under this program. I understand that application and information submitted with it shall not be returnable to the applicant.

(Original Signature)

(Printed Name)

(Date)

Please include a copy of this document and remit a check for \$250 (note contract number on check) made payable to:
Louisiana Economic Development
617 North 3rd Street, 11th Floor
Baton Rouge, LA 70802








Exhibit A - Bullwin Enterprises LLC #20190292

Final Audit Report

2022-04-23

Created:	2022-04-14
By:	Christina Ocmand (Christina.Ocmand@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAedzjAN3xi2TjGB4yF2N-768WEIVKCiZ

"Exhibit A - Bullwin Enterprises LLC #20190292" History

-  Document created by Christina Ocmand (Christina.Ocmand@la.gov)
2022-04-14 - 3:32:55 PM GMT- IP address: 159.39.101.2
-  Document emailed to Kody Winch (kodywinch@bullwinindustrial.com) for signature
2022-04-14 - 4:11:55 PM GMT
-  Email viewed by Kody Winch (kodywinch@bullwinindustrial.com)
2022-04-14 - 4:57:28 PM GMT- IP address: 66.249.80.3
-  Document e-signed by Kody Winch (kodywinch@bullwinindustrial.com)
Signature Date: 2022-04-14 - 4:57:56 PM GMT - Time Source: server- IP address: 12.249.149.254
-  Document emailed to aeriana.williams@la.gov for signature
2022-04-14 - 4:57:58 PM GMT
-  Email viewed by aeriana.williams@la.gov
2022-04-19 - 4:18:43 PM GMT- IP address: 159.39.101.2
-  Christina Ocmand (Christina.Ocmand@la.gov) replaced signer aeriana.williams@la.gov with Hud Usie (hud.usie@la.gov)
2022-04-22 - 4:10:18 PM GMT- IP address: 159.39.101.2
-  Document emailed to Hud Usie (hud.usie@la.gov) for signature
2022-04-22 - 4:10:18 PM GMT
-  Email viewed by Hud Usie (hud.usie@la.gov)
2022-04-22 - 4:13:47 PM GMT- IP address: 159.39.101.2
-  Document e-signed by Hud Usie (hud.usie@la.gov)
Signature Date: 2022-04-22 - 4:14:01 PM GMT - Time Source: server- IP address: 159.39.101.2
-  Document emailed to Don Pierson (don.pierson@la.gov) for signature
2022-04-22 - 4:14:02 PM GMT

 Email viewed by Don Pierson (don.pierson@la.gov)

2022-04-22 - 5:35:35 PM GMT- IP address: 104.28.94.174

 Document e-signed by Don Pierson (don.pierson@la.gov)

Signature Date: 2022-04-23 - 3:30:27 PM GMT - Time Source: server- IP address: 159.39.101.2

 Agreement completed.

2022-04-23 - 3:30:27 PM GMT

COOPERATIVE ENDEAVOR AGREEMENT
CALCASIEU PARISH SCHOOL BOARD
and
SWLA CENTER FOR HEALTH SERVICES

THIS COOPERATIVE ENDEAVOR AGREEMENT (“Agreement”), is made and entered into effective as of ___ day of _____, 2022 (the “Effective Date”), pursuant to the 1974 Louisiana Constitution Article VII Section 14(B) wherein political subdivisions are permitted to use public funds/property for programs of social welfare for the aid and support of the needy; and Section 14(C), which empowers governmental and private entities to enter into Cooperative Endeavor Agreement, by and among the following parties:

CALCASIEU PARISH SCHOOL BOARD (hereinafter referred to as “School Board”), a political subdivision of the State of Louisiana, whose mailing address is 3310 Broad Street, Lake Charles, Louisiana 70601, herein appearing by and through its duly authorized representative, _____; and

SWLA CENTER FOR HEALTH SERVICES (hereinafter referred to as “SWLA Center”), a Louisiana non-profit corporation, which is a Federally Qualified Health Center (“FQHC”), as defined in Section 1905(1)(2)(B) of the Social Security Act (42 U.S.C. § 1396d(1)(2)(B)), and which provides primary and preventative health and medical services to medically underserved populations and receives grant funding under the Health Center Consolidation Act, particularly Section 330 of the Public Health Service Act (42 U.S.C. § 254b), represented herein by and through William Brent, III, its duly authorized Chief Executive Officer.

RECITALS

WHEREAS, Article VII, Section 14 (C) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;

WHEREAS, Calcasieu Parish (the “Parish”) is designated by the United States Health Resources and Service Administration (HRSA), an agency of the U.S. Department of Health and Human Services (“DHHS”), as a geographic “Health Professional Shortage Area (“HPSA”) for; and

WHEREAS, the School Board owns certain equipment, movable and immovable property and operates several institutions of education located in Calcasieu Parish;

WHEREAS, SWLA Center for Health Services (“SWLA Center”) has been designated by the Centers for Medicare and Medicaid Services of the United States Department of Health and Human Services as a federally-qualified health center [“FQHC”], as defined in Section 1905(1)(2)(B) of the Social Security Act (42 U.S.C. § 1396d(1)(2)(B));

WHEREAS, the School Board desires to cooperate with SWLA Center in the implementation of the project as hereinafter provided;

WHEREAS, the public purpose between the School Board and SWLA Center is for the provision of comprehensive primary and preventative physical, dental and mental/behavioral health services, as well as patient education and outreach to the Students, Faculty, and Staff of Kaufman Elementary School in a school-based health center.

WHEREAS, the School Board seeks to collaborate with SWLA Center to establish and/or continue the provision of a school-based health center on the premises of the referenced school campus, as more fully designated herein, to ensure that the health care needs of the students of Calcasieu Parish are addressed;

WHEREAS, the School Board seeks to allow SWLA Center to use a portion of the Kaufman Elementary School property not currently being used for educational purposes for the benefit of the public, including but not limited to the students of Calcasieu Parish; and

WHEREAS, the unused property that is designated by the School Board for use by SWLA Center to establish a school-based health center has not been allocated/designated as Section Sixteenth property; and

WHEREAS, the School Board specifically seeks to collaborate with SWLA Center in establishing a school-based health center for the provision of comprehensive primary and primary preventative care, to be located on the campus of Kaufman Elementary School (“School”) and within the building designated as _____ (hereinafter referred to as the “Building”), which is physically located at 301 Tekel Road, Lake Charles, Louisiana; and

WHEREAS, SWLA Center desires to occupy a certain portion of the Building for the provision of comprehensive primary and preventative physical, dental and mental/behavioral health services, as well as patient education and outreach (“Services”) and related uses, to the students, faculty and staff registered to attend Kaufman Elementary School, without regards to the patients’ ability to pay for such Services; and

WHEREAS, the School Board desires that SWLA Center be authorized to utilize the designated areas within the Building for the aforementioned purposes; and

WHEREAS, the School Board desires to cooperate with SWLA Center for the public purpose of ensuring that all students enrolled at Kaufman Elementary School, its faculty and staff have access to comprehensive, safe, and quality primary and preventative health care services, including dental and mental/behavioral health services, within the Parish; and

WHEREAS, the School Board has made a determination that the use of property owned by the School Board by SWLA Center for the provision of public healthcare services to all students faculty, and staff of Kaufman Elementary School and immediate family members, hereinafter defined as any minor children or spouses of faculty and staff (“Immediate Family Members”), as approved by the school, regardless of their ability to pay, serves a public purpose and is not gratuitous;

WHEREAS, the School Board has a reasonable expectation of receiving a benefit or value for the Parish community, as more fully set forth below in detail, that is at least equivalent to or greater than the consideration described in this Agreement; and

WHEREAS the School Board and SWLA Center hereby enter into this Agreement for the purpose of authorizing SWLA Center to utilize the designated areas within the Building for the provision of primary and preventative health care services, education and outreach to the students, faculty and staff of Kaufman Elementary School, and their Immediate Family Members.

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

1. **PUBLIC PURPOSE.** The parties agree that the public purpose for this Agreement is to provide certain students, faculty, and staff of Kaufman Elementary School, and their Immediate Family Members, as specifically defined herein, with access to primary and preventative health care services and related resources which will further benefit the health and welfare of students, faculty, and staff of Kaufman Elementary School. The parties have determined that (a) the use contemplated pursuant to this Agreement is for a public purpose that comports with a governmental purpose that the School Board may pursue; and (b) the use, taken as a whole, is not gratuitous; and (c) the School Board has a reasonable expectation of receiving at least equivalent value in exchange for the use contemplated by this Agreement.

2. **PROPERTY.**

2.1 A portion of Kaufman Elementary School located in Lake Charles, Louisiana 70607 bearing the municipal address of 301 Tekel Road, Lake Charles, Louisiana 70607 (“Building”), specifically designated as _____ together with all the improvements, rights of ways, servitudes, privileges and advantages thereunto belonging or otherwise pertaining thereto, hereinafter referred to as “Designated Space.” Such Designated Space comprised of approximately _____ +/- square feet of space and improvements/appurtenances will be located within the physical Building designated as the SWLA Center for Health Services School Based Health Center.

2.2 SWLA Center plans to utilize the Designated Space within the Building solely for the provision of primary and preventative health care services, patient education and outreach, and other purposes related thereto.

3. TERM.

3.1 This Agreement shall commence on the Effective Date as first set forth above and shall continue in existence for a term of five (5) years (“Initial Term”). The Agreement shall automatically renew for successive terms of five (years) each (“Renewal Term”), unless either party notifies the other, in writing, at least sixty (60) days in advance of the expiration of the Term of its intent not to renew said Agreement.

4. OBLIGATIONS OF SWLA CENTER

4.1 SWLA Center, a Louisiana non-profit corporation, is a Federally Qualified Health Center under Section 330 of the Public Health Service (“PHS”) Act (42 U.S.C. § 254b). SWLA Center’s mission is to provide high quality, comprehensive primary and preventive health care and support services in a safe environment of care, respect and dignity in a cost-effective manner. That mission allows SWLA Center to identify and eliminate unique health disparities of residents in the parishes and surrounding areas it serves. The residents of those parishes and surrounding areas will be provided safe, quality, culturally competent, comprehensive primary and preventive health care services, regardless of race, ethnic origin, age, sex, religion, or ability to pay.

4.2 Occupancy and Use. SWLA Center shall occupy and use the Designated Space within the Building during the Term of this Agreement, in accordance with the terms and conditions set forth herein. SWLA Center will provide, at no cost to the School Board, and in its discretion and judgment, comprehensive primary and preventative health care services, patient education and outreach activities, as well as other lawful services related thereto, to certain students, faculty, and staff of Kaufman Elementary School, and their Immediate Family Members. SWLA Center’s activities shall not interfere with the educational mission of the school or use of the school building and premises by the School Board. Pursuant to this Agreement, services to be offered by SWLA Center may include, but not be limited to the following, which collectively shall be referred to herein as “Services”:

4.2.1 Primary and preventive health care services, including immunizations, annual comprehensive physicals, behavioral health, and dental services to the students, faculty, staff of Kaufman Elementary School, and their Immediate Family Members.

4.2.2 Provide health, wellness and nutritional education to students, faculty, and staff of Kaufman Elementary School;

- 4.2.3 Provide appropriate professional, medical and administrative staffing during school-based health center hours of operation;
- 4.2.4 Provide after-hours medical and mental/behavioral health coverage to those students, faculty, and staff of Kaufman Elementary School who utilize the school-based health center during normal school-based health center hours of operation. Such services will be available at SWLA Center's non-school based health center locations;
- 4.2.5 A Sliding Fee Discount Program to all patients that fall below the 200% Federal Poverty Guideline, as established by the DHHS and published in the Federal Register. Per SWLA Center policy, all patients are notified of the Sliding Fee Discount Program. This Program allows all patients access to comprehensive primary and preventative health care services, regardless of his or her ability to pay. Patients at or below 100% FPG, are charged only a nominal fee (i.e. \$12.00) for Services provided, despite the actual amount of the services provided. All amounts in excess of this nominal fee are "charged off" by SWLA Center and not collected from the patient. Patients with incomes above 100% of the current FPG and at or below 200% of the current FPG, are also provided with discounts based on their ability to pay. Any amounts in excess of these sliding discount fee are "slid off" by SWLA Center and are not collected from the patient. All uncollected amounts are referred to as "Charity Care Costs".
- 4.2.6 Ensure access to SWLA Center services at its off-campus location in Lake Charles, Louisiana, which includes the following services:
 - 4.2.6.1 Certified Application Counselors (CAC) who are certified by the La. Department of Insurance under the Senior Health Insurance Program to assist eligible individuals in enrolling in the U.S. DHHS, Centers for Medicare and Medicaid Services (CMS) Medicare Program; by the La. Department of Health to assist eligible individuals in enrolling in the Medicaid Program; and by CMS to assist eligible individuals in enrolling in Health Insurance Marketplaces under the Affordable Care Act, at no added costs to these individuals or the Parish.
 - 4.2.6.2 Access to discounted prescriptions through SWLA Center's HRSA approved 340B Pharmacy Program for all SWLA Center patients;
 - 4.2.6.3 Access to CACs that will assist all students, faculty, and staff of the Kaufman Elementary School, and their Immediate Family Members in applying for medication assistance from various manufacturers through the Patient Assistance Program for prescribed medications.
 - 4.2.6.4 Collaboration with community programs such as Council on Aging, Parish Health Unit, and local AARP in providing patient education, training and

access to Services offered by SWLA Center, at no additional costs to the Parish.

- 4.3 Services and Equipment. At its own cost and expense, SWLA Center shall be responsible for procuring and the payment of all costs and equipment necessary to support and maintain its operations at the Building. SWLA Center shall be responsible for the general cleaning of the Designated Space of the school-based health center within the Building. However, the School Board shall continue to maintain the premises of the Building, including the Designated Space, as fully set forth in Section 5.2 of this Agreement.
- 4.4 Payment Terms. During the Term of this Agreement, in consideration of the Services described above, the School Board hereby agrees to provide the following benefits to SWLA Center, in the following manner:
- 4.4.1 To provide SWLA Center with the use of the Building as an in-kind contribution by the School Board to ensure that the students, faculty, and staff of Kaufman Elementary School have access to the Services, without regards to the patient's ability to pay or additional costs otherwise to be incurred by the School Board in providing these Services.
- 4.4.2 SWLA Center will provide the School Board with an annual accounting of the amount of uncompensated or undercompensated care provided to the students and faculty of Kaufman Elementary School.
- 4.5 Additional Costs and Expenses. No additional costs or expenses incurred by SWLA Center in performance of this Agreement shall be reimbursed or paid by the School Board, unless agreed upon in writing by the parties.
- 4.6 Incident Reporting. SWLA Center agrees to promptly report by telephone any incidents involving claims of personal injury, property damage and/or the necessity for repairs therein involving the Building.
- 4.7 Warranty of Qualifications and Personnel. SWLA Center warrants that it is qualified to carry out the Services for the intended purposes of this Agreement. In the event SWLA Center becomes unfit nor qualified for any reason as related to the provision of the aforementioned services rendered in conjunction with the use of the Building, then SWLA Center agrees to terminate its services and withdraw from work herein at no cost to the School Board. SWLA Center further acknowledges and agrees that its personnel will be qualified and competent to perform the aforementioned services rendered in conjunction with the use of the Building. In addition, SWLA Center will be responsible for background checks of its personnel who have direct contact with School Board students.
- 4.8 Security and Traffic. SWLA Center shall be responsible for providing security and traffic control related to its activities on the premises, and for the safekeeping of

the Building and its contents. SWLA Center shall coordinate such activities with those of the School Board.

- 4.9 Storage on Premises. No hazardous substances or controlled substances shall be stored on the premises. Neither shall the premises be used for parking of trailers or other vehicles, other than those for personal transportation of patients, clients, patrons, and staff.
- 4.10 Other Uses. SWLA Center shall be permitted to use only the Building or portions thereof which are the subject of this Agreement, and only for the purposes set forth herein. SWLA Center may not use any other area of the school without the prior consent of the School Board. SWLA Center shall submit to the School Board proposed content and placement of signs and messages which are to be publicly displayed on the premises, and shall be responsible for advising its patrons, clients, and patients that the School Board is not responsible for activities of SWLA Center.
- 4.11 Utilities. SWLA Center shall notify the School Board prior to utilization or instillation of equipment which may substantially increase the cost of the School Board for utilities, telephone and internet service, and maintenance. Responsibility for any such increase in costs shall be subject to negotiation between the parties.

5. OBLIGATIONS OF SCHOOL BOARD.

- 5.1 Grant of Use. For the consideration provided pursuant to and as set forth in this Agreement, the School Board agrees to deliver possession of designated areas within the Building to SWLA Center and to further allow SWLA Center to comply and utilize the Building for the purpose of providing the Services previously described in Section 4.1 of this Agreement, and/or such other services as subsequently agreed upon by the Parties hereto.
- 5.2 Utilities, Equipment and Maintenance. The School Board shall, at its own expense, and within a reasonable period of time, be responsible for providing the following:
- 5.2.1 All utilities, including HVAC, electricity, water service, telephone and internet services.
- 5.2.2 Intercom connection and equipment.
- 5.2.3 Repair and maintenance of facilities to the Designated Space of the school-based health center within the Building.
- 5.2.4 Any and all repairs of whatsoever nature or character that may become necessary to the Building during the Term of this Agreement. Such repairs shall include, but are not limited to, repairs, improvements and/or replacements to the roof, foundation, floors, outside walls, structural components, plumbing, electrical and/or HVAC systems of the Building, unless the need for such was caused by the

acts or omissions of SWLA Center. However, the School Board shall not be obligated to make any repairs, improvements, and/or replacements unless it is notified in writing of the need to do so and have had a reasonable period of time to do so. Furthermore, the School Board shall not be liable to make any repairs, improvements and/or replacements to property belonging to SWLA Center that is located within the Designated Space.

- 5.3 Inspections. The School Board may conduct monthly building inspections and take any action necessary concerning the Building as set forth in Section 5.2 of this Agreement. The School Board may enter the Building at reasonable times for such inspections, upon provision of prior notice to SWLA Center, and further provided that the School Board will not unduly and adversely interfere with SWLA Center's use of the Building, its daily operations, or violate any patient confidentiality provisions.

6. TERMINATION.

- 6.1 Either party shall have the right to terminate this Agreement immediately based upon the failure of the other party to comply with a material term and/or condition ("Material Defect") of this Agreement, provided that the party seeking to terminate this Agreement has provided the other party with written notice specifying its failure to comply. If within 30 days after receipt of such notice, the party on notice has not either corrected the Material Defect, or, in the case which it cannot be corrected in 30 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the party seeking to terminate may, at its option, place the other party in default and the Agreement shall terminate on the date specified in such notice. Either party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the breaching party to comply with the terms and conditions of this Agreement.
- 6.2 Either party may terminate this Agreement without cause and without penalty by providing at least sixty (60) days advanced written notice of its intent to terminate.
- 6.3 Upon the effective date of the termination of this Agreement, SWLA Center shall promptly make adequate provision to promptly transfer possession of the Designated Space within the Building to the School Board. Any improvements made to the premises shall become the property of the School Board upon termination of this Agreement.

7. OWNERSHIP OF WORK PRODCUT, CONFIDENTIALITY AND COPYRIGHT.

- 7.1 All records, reports, documents and other material created, received, maintained or stored by SWLA Center within the Building shall remain the property of SWLA Center.

7.2 At any time during the term of this Agreement, and upon expiration or termination of this Agreement, the School Board shall have the right to require SWLA Center to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement, that is not otherwise confidential, within five (5) business days of receipt of written notice issued by the School Board.

7.3 Confidentiality. The above referenced work product shall be held confidential by the parties and shall not be shared with any other entity without the express written consent of both parties. All student information is deemed confidential and may not be disclosed except in accordance with applicable privacy laws.

7.4 Copyright. No work product, including records, reports, documents, memoranda or notes obtained or prepared by either party under this Agreement shall be the subject of any copyright or application for copyright on behalf of the other party.

8. AUDIT.

8.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana shall have the option of inspecting and auditing all data, records, and accounts of SWLA Center which relate to this Agreement.

8.2 SWLA Center and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of four (4) years after the date of termination of the Agreement.

9. ANTI-DISCRIMINATION CLAUSE.

9.1 SWLA Center agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990. SWLA Center agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disability. Any act of discrimination committed by SWLA Center, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

10. INDEMNIFICATION; INSURANCE.

10.1 Indemnification. SWLA Center shall indemnify and hold harmless the School Board against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the School Board growing out of, resulting from, or by reason of any act, whether intentional or

negligent, or omission of SWLA Center, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the School Board's fees and costs of litigation, including, but not limited to, reasonable attorneys' fees. School Board shall indemnify and hold harmless the SWLA Center against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the SWLA Center growing out of, resulting from, or by reason of any act intentional or negligent, or omission of School Board, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include SWLA Center's fees and costs of litigation, including, but not limited to, reasonable attorneys' fees.

10.2 Insurance.

- 10.2.1 General Commercial Liability Insurance. SWLA Center, at its own costs, shall maintain a policy of General Commercial Liability Insurance in the minimum limits of One Million and no/100th (\$1,000,000) per occurrence and Two Million and no/100th (\$2,000,000) annual aggregate for bodily injury/property damage and shall have the liability policy endorsed to name Calcasieu Parish School Board as an additional insured thereon throughout the Term of this Agreement and for any Renewal Term, and to provide School Board with a copy of the certificate of coverage, upon request and Waiver of Subrogation.
- 10.2.2 Professional Liability Malpractice Insurance. SWLA Center has deemed status under the Federal Tort Claims Act (FTCA) for professional malpractice coverage in accordance with the provisions and authority of the Federally Supported Health Center Assistance Act of 1995 (P.L. 104-73), which extends coverage for medical, surgical, dental and related community health functions performed by SWLA Center employees within the authorized scope of project as provided under the FTCA. In the event, SWLA Center is no longer eligible for deemed status under FTCA, SWLA Center, at its own cost, shall maintain a policy for professional malpractice coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) for each occurrence and Three Hundred Thousand Dollars (\$300,000) in the aggregate annually with participation in the Louisiana Patient Compensation Fund as a qualified health care provider. In the event SWLA Center does not participate in the Louisiana Patient Compensation Fund, SWLA Center shall maintain a policy of professional malpractice coverage with minimum limits of One Million and no/100 (\$1,000,000) Dollars per occurrence and Two Million and no/100 (\$2,000,000) Dollars annual aggregate.
- 10.2.3 Worker's Compensation Insurance. SWLA Center, at its own costs, shall obtain and maintain a policy of Workers' Compensation Insurance in the

minimum limits of One Million and no/100 (\$1,000,000) Dollars per occurrence and One Million and no/100 (\$1,000,000) Dollars per annual aggregate of Employer's Liability covering all its statutory employees, contractors and/or sub-contractors associated with the School-based clinic to which this agreement applies, and shall provide a Waiver of Subrogation in favor of School Board within this insuring agreement.

11. MISCELLANEOUS PROVISIONS.

- 11.1 Survival. In the event that any one or more of provisions of this Agreement is for any reason held to be illegal or invalid, the parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.
- 11.2 Partial Invalidity: Severability. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 11.3 Entire Agreement: Modification. This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.
- 11.4 Controlling Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.
- 11.5 Legal Compliance. SWLA Center and the School Board shall comply with all federal, state, and local laws and regulations, including specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.
- 11.6 Non-Waiver. Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.

11.7 Relationship Between the Parties: Exclusion of Benefits. SWLA Center is engaged by the School Board for the purposes set forth in this Agreement. The relationship between SWLA Center and the School Board shall be, and only be, that of an independent contractor and neither party shall not be construed to be an employee, agent, partner of, or in joint venture with the other party. SWLA Center shall be solely responsible for the supervision and performance of the work of its employees, agents, officers, directors and contractors, for their control, direction, safety, for their acts and omissions in the performance of the work described in this Agreement, and for the payment of their wages, benefits, taxes and charges with respect to their work.

11.8 Acknowledgement of Exclusion of Worker's Compensation Coverage. School Board and SWLA Center expressly agree that SWLA Center is an independent contractor as defined in La. R.S. 23:1021(7) and, as such, expressly agree that School Board shall not be liable to SWLA Center or to anyone employed by SWLA Center for any benefits or coverage provided by the Workers' Compensation Laws of the State of Louisiana or for unemployment compensation coverage. Moreover, SWLA Center shall not be liable to the School Board or to anyone employed by the School Board for any benefits or coverage as provided by the Workers' Compensation Laws of the State of Louisiana or for unemployment compensation coverage.

11.9 Acknowledgement of Exclusion of Unemployment Compensation Coverage. School Board and SWLA Center expressly declare and acknowledge that SWLA Center is an independent contractor and, as such, is being engaged by the School Board under this Agreement as noted and defined in La. R.S. 23:1472, et. seq. and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

11.9.1 SWLA Center has been and will be free from any control or direction by the School Board over the performance of the services covered by this Agreement;

11.9.2 The services to be rendered by SWLA Center are outside the normal course and scope of the School Board's usual business; and

11.9.3 SWLA Center is customarily engaged in an independently established trade, occupation, profession or business.

Consequently, neither SWLA Center nor anyone employed or contracted by SWLA Center shall be considered an employee or agent of the School Board for the

purpose of unemployment compensation coverage or for any other purpose whatsoever.

- 11.10 Force Majeure. Neither party shall be considered in default in the performance of its obligations to the extent that its performance is prevented, hindered, or delayed by any cause beyond its reasonable control, including but not limited to acts of God, strikes, epidemics, floods, hurricanes, tornadoes, and power failures.
- 11.11 Employment of State Personnel. SWLA Center certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.
- 11.12 Covenant Against Contingent Fees. SWLA Center warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for SWLA Center, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for SWLA Center any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the School Board shall have the right to annul this Agreement without liability.
- 11.13 Remedies for Default. In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana, including but not limited to the following:
- 11.13.1 Require SWLA Center to present to the School Board a written plan of correction to cure the failure and report periodically in writing to the School Board on SWLA Center's progress in curing such failure until the failure is cured;
- 11.13.2 Take any lawful action at law or in equity to enforce the performance and observation of any obligation, agreement, or covenant of SWLA Center under this Agreement; or
- 11.13.3 Terminate this Agreement in accordance with the provisions set forth herein.
- 11.14 Authority. Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.

- 11.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 11.16 Reserved Rights. At all times during the term of this Agreement, School Board, and specifically Kaufman Elementary School, reserves the right, in its sole discretion, to prohibit access to its premises, in accordance with School Board and school policies, procedures and protocols.
- 11.17 No Assignment. Neither this Agreement nor any of the rights of SWLA Center hereunder may be mortgaged, assigned or otherwise transferred without the prior written consent of the School Board. SWLA Center may not lease or sublease the premises without the prior written consent of the School Board.
- 11.18 No Warranty of Suitability. SWLA Center accepts the building and appurtenances which are the subject of this Agreement in their present condition, and waives all claims and potential claims related to the suitability of the premises for the uses and purposes set forth herein.
- 11.19 No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of an official, trustee, officer, agent or employee of any of the parties hereto in their individual capacities, and they shall not be personally liable with respect to this Agreement nor shall they be subject to personal liability or accountability under this Agreement by reason of the execution thereof.
- 11.20 No Third Party Beneficiary. This Agreement is neither intended to nor does it create any rights, claims or causes of action in favor of any person other than the named parties to this Agreement.
- 11.21 Headings. Each paragraph of this Agreement has been supplied with a heading which serves only as a guide to its contents. Headings do not control the meaning of the paragraphs or in any way determine their interpretation.
- 11.22 No Authorship Presumption. The parties hereto have negotiated the language of this Agreement in consultation with their legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The parties each waive the benefit of any such 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 drafted that provision.

11.23 Notices. All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

To:
CALCASIEU PARISH SCHOOL BOARD:
310 Broad Street
Lake Charles, Louisiana 70601
Attn: _____
Title: _____

To:
SWLA CENTER FOR HEALTH SERVICES:
2000 Opelousas Street
Lake Charles, Louisiana 70601
Attn: William Brent, III
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the day and year first written above.

WITNESSES:

Print Name: _____

Print Name: _____

WITNESSES:

Print Name: _____

Print Name: _____

SCHOOL BOARD:

CALCASIEU PARISH SCHOOL BOARD
By: _____
Name: _____
Title: _____

SWLA CENTER:

SWLA CENTER FOR HEALTH SERVICES
By: _____
Name: William Brent, III
Title: Chief Executive Officer