

**INTERLOCAL “AGREEMENT” BETWEEN THE LOUISIANA PUBLIC
SCHOOLS RISK MANAGEMENT AGENCY “LARMA” AND THE
LOCAL GOVERNMENTAL SUBDIVISION**

This Interlocal “Agreement” (“Agreement”) is entered into by and between the Louisiana Public Schools Risk Management Agency (“LARMA”), which is an agency established pursuant to the provisions of La. R.S. 33:1341 through La. R.S. 33:1350 et seq., and EAST CARROLL PARRISH SCHOOL BOARD, a political subdivision (“Member”) who hereby desire to enter into an interlocal risk management program in accordance with the Local Governmental Subdivision Self Insurance Act of 1979 (the “Act”), La. R.S. 33:1341 et seq. for the purpose of the “Member” pooling its financial and administrative resources with other “Members” so as to participate in group self-insurance funds and in a plan and activities carried out under such plan to reduce risk of loss on account of public liability or workers’ compensation liability, including safety engineering and other loss prevention and control techniques and to administer one or more local risk management pools, including the processing and defense of claims brought against members of the agency (“the Program”).

WITNESSETH:

WHEREAS, the “Member” is a political subdivision of the State of Louisiana and a local governmental subdivision pursuant to the “Act”; and

WHEREAS, “LARMA” is an interlocal risk management agency formed pursuant to the “Act”; and

WHEREAS, the “Member” and “LARMA” are authorized to enter into this “Agreement” pursuant to the “Act”; and

WHEREAS, the “Member” has evidenced its “Agreement” to be bound by the terms and conditions of the “Agreement” and is duly authorized to enter into this “Agreement”; and

WHEREAS, the “Member” hereby agrees to pool its financial and administrative resources with other “Members” so as to participate in group self-insurance funds and in a plan and activities carried out under such plan to reduce risk of loss on account of public liability or workers’ compensation liability, including safety engineering and other loss prevention and control techniques and to administer one or more local risk management pools, including the processing and defense of claims brought against members of the agency;

WHEREAS, the "Member" acknowledges that "the Program" exists in accordance with the provisions of LA. R.S. 33:1341, et. seq. and that its continued existence is predicated upon at least two (2) political subdivisions active participation in maintaining "the Program"; and

WHEREAS, "Member" desires to participate in "the Program" in accordance with the Contribution, Declarations and Coverage Document provided by "LARMA" to the "Member" and in accordance with all other terms and conditions of the "Agreement".

THEREFORE, BE IT RESOLVED that the undersigned "Member" and "LARMA" hereby enter into this "Agreement" and agree and covenant as follows:

1. **ESTABLISHMENT OF AGENCY.** "LARMA" is hereby established as an interlocal risk management agency for the development and administration of an interlocal risk management program and one or more group self-insurance funds to provide to its members a group self-insurance fund for any and all purposes contemplated by the Local Governmental Subdivision Self Insurance Act of 1979 and desired by its "Members". By executing this "Agreement", "Member" hereby becomes a party to this Interlocal "Agreement" and agrees to abide by all terms and conditions set forth herein.
2. **INITIAL PARTICIPATION.** Any Louisiana public school system may become a participant in "LARMA" by adoption of the appropriate resolution by its respective school board, subject to approval of the Board of Trustees of "LARMA" and, if approved, such public school system shall execute and be subject to all provisions of this "Agreement".
3. **COVERAGE:** In consideration of a payment of contributions as set forth hereinafter, "Member" shall be provided insurance coverage in accordance with "the Program" provided by "LARMA".
4. **TERM.** This "Agreement" shall become effective upon execution of this "Agreement" by no less than two (2) "Members" acting in accordance with law and shall be for a term of one (1) year. The initial one (1) year participation period shall commence at 12:01 a.m. on October 1, 2021 and shall renew upon the one year anniversary date, unless sooner terminated in accordance with the provisions set forth hereinafter, and shall be subject to changes in the premium contribution by "Member" as determined by "LARMA". Each subsequent renewal term shall be subject to the provisions of this "Agreement".
5. **CONTRIBUTIONS.** "Member" agrees to pay contributions based upon a risk funding plan and budget developed and approved by the Board of Trustees of "LARMA". "Member" shall enter into plans, "Agreements" or contracts with "LARMA" for the

provisions of any or all services to be provided by "LARMA" upon such terms as are agreed upon by "Member" and "LARMA", which shall include the nature and scope of services of self-insurance funds to be provided; the method by which contributions, premiums or assessments shall be levied and paid; the method by which claims shall be administered and, as necessary defended; the procedures by which financial reserves shall be established and maintained by any and all other necessary terms and provisions. "the Program" shall be financed from contributions, premiums or assessments and such other binding "Agreements" as may be agreed upon and paid by the "Member" in accordance with the terms of its plan "Agreement" or contract with "LARMA". Such contract may provide that the contribution of the "Member" may be used to pay claims against or with respect to any other governmental entity which becomes a "Member" of "LARMA". "LARMA" reserves the right to collect all contributions that are due in the event of breach of this "Agreement" by the "Member" or termination by "LARMA". "LARMA" reserves the right to adjust exposure changes reported within 30 days of effective date and make adjustments to "Member" contributions. No other changes in exposure or contribution will be contemplated for the remainder of the program year. "LARMA" reserves the right to audit any and all records of the "Member" to the extent that such records pertain to the participation of "LARMA".

6. TERMINATION.

- A. This "Agreement" may be terminated by "Member" at the end of the initial participation period or any successive renewal participation period by giving written notice to "LARMA" no later than ninety (90) days prior to the annual renewal date. The "Member" may not terminate this "Agreement" during any participation period.

- B. This "Agreement" may be terminated by "LARMA" at any time by
 - i. Giving ten (10) days notice by certified mail to the "Member" if the "Member" refuses to make the payment of contribution as provided herein;
 - ii. Giving ten (10) days notice by certified mail to the "Member" if the "Member" fails to cooperate and comply with any reasonable requests for information made by "LARMA";
 - iii. Giving thirty (30) days notice by certified mail to the "Member" if the "Member" fails or refuses to follow loss preventions recommendations made by "LARMA" or its designee; or
 - iv. Giving thirty (30) days notice by certified mail to the "Member" if the "Member" fails or refuses to comply with any "Agreement" or otherwise breaches this "Agreement".

C. If "Member" breaches this "Agreement" or if "LARMA" terminates participation of the "Member" under any provision of this paragraph, "Member" shall bear the full financial responsibility for any unpaid contributions and shall forfeit all contributions already made to "the Program". "LARMA" may seek any amount due as liquidated damages from the terminated "Member", including, without limitation, the initial estimated and adjusted contributions that may be due to "LARMA". If the "Member" terminates this "Agreement", or is terminated by "LARMA", the "Member" forfeits all rights to any potential equity in "LARMA" for the "Members" current and prior participation periods. "LARMA" reserves the right to distribute equity in a manner determined by its Board of Trustees.

D. Upon termination of this "Agreement", historical claims information and/or coverage documents shall be made available to the "Member" with a written request.

7. **LOSS PREVENTION.** The "Member" shall implement a loss prevention plan, which shall be coordinated with "LARMA" to make all reasonable efforts to eliminate and minimize hazards which would contribute to property and/or casualty losses.
8. **CLAIMS ADMINISTRATION.** "LARMA" shall handle any and all claims after notice of loss has been given by the "Member" to "LARMA". "Member" agrees to appoint "LARMA", or its designee, to act in all matters pertaining to the proceeding and handling of any and all property and casualty claims arising from coverage with "LARMA" and shall cooperate fully in supplying all information to adjust, settle and defend such claims. "LARMA", or its designee, shall administer "the Program".
9. **GOVERNANCE.** "LARMA" shall be governed by its Board of Trustees in accordance with the provisions of bylaws.
10. **BYLAWS.** "LARMA" shall adopt a set of bylaws and "Member" hereby agrees to abide by the provisions of said bylaws.
11. **CONTRIBUTION ADJUSTMENT.** Nothing in this "Agreement" shall relieve the "Member" of its obligation as an employer self-insuring through "the Program". In the event "LARMA's" income from operations in any given fund year is inadequate to pay the ultimate cost of claims incurred during that fund year, "LARMA" may collect an adjusted contribution from the "Member", regardless of whether the "Member" presently

participates in the program, if the "Member's" contribution attributable to that fund year is inadequate to pay claims incurred during the fund year.

12. **DEFENSE OF CLAIMS.** "Member" authorizes "LARMA" to engage counsel and any and all necessary experts, in "LARMA's" sole discretion, to handle the adjustment, settlement and defense of any claim or dispute involving the "Member" for which coverage is provided in accordance with "the Program".
13. **INDEPENDENT ACTUARIAL STUDY.** "LARMA" shall provide for an annual, independent actuarial study of the contributions, exposures and claims of "the Program".
14. **INDEPENDENT FINANCIAL AUDIT.** "LARMA" shall provide for an annual, independent financial audit of the operation of "the Program".
15. **INVESTMENTS.** "LARMA" may invest "Member" contributions, or any portion thereof, in accordance with guidelines approved by the Board of Trustees.
16. **LITIGATION.** "Member" hereby agrees that any suit brought against the "Member" pursuant to the provisions of "the Program" may be defended in the name of the "Member" by counsel selected at the sole discretion of "LARMA", or its designee, on behalf of and at the expense of "the Program" as necessary for defense and/or prosecution of any legal action. "Member" shall promptly and timely provide any and all information reasonably necessary or required to prosecute or defend any such legal action.
17. **"MEMBER" REPRESENTATION.** "Member" agrees the Superintendent/Chief Executive Officer (CEO) has authority from the "Member's" board to represent and bind the "Member".
18. **NOTICE.** Any written notice required by this "Agreement" shall be made by first class mail, postage prepaid, unless specified otherwise herein and delivered as follows:

To: "LARMA", c/o Alliant Insurance Services, 101 N. Tryon St., Suite 6000, Charlotte, NC 28246

To: "Member"
19. **SEVERABILITY.** If any portion of this Interlocal "Agreement" shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.

20. **VENUE.** This "Agreement" shall be governed and construed in accordance with the laws of the state of Louisiana and venue for any legal action shall be in the 19th Judicial District Court for the parish of East Baton Rouge, Louisiana unless otherwise mandated by law.

21. **WARRANTY.** By executing this "Agreement", the undersigned individuals warrant that they have been duly authorized to enter into and perform the terms of this "Agreement" on behalf of the respective parties.

IN WITNESS WHEREOF, the undersigned hereby enter into this "Agreement" and "Member" hereby becomes a "Member" of "LARMA" and a participant in "the Program".

LOCAL GOVERNMENT SUBDIVISION

Meagan Brown

Printed Name of Superintendent/CEO

By: Meagan Brown

Superintendent/CEO Signature

Date: 9/14/21

LARMA AUTHORIZED REPRESENTATIVE

Richard Wilkinson

Printed Name of LARMA Chairman

By: _____

Chairman Signature

Date: _____

Louisiana Public Schools Risk Management Agency
Uninsured/Underinsured Motorists Bodily Injury Resolution

The following resolution should be placed in the minutes of East Carroll Parish School Board held on September 14, 2021.

Agency Item _____. Resolution authorizing the superintendent to sign the required Louisiana Uninsured/Underinsured Motorist form reflecting the selection of or rejection of Uninsured/Underinsured Motorists Bodily Injury Coverage.

Gene Edmondson moved, and seconded by Wanda Jackson

to authorize the superintendent to sign the required Louisiana Uninsured/Underinsured Motorists form reflection of or rejection of Uninsured/Underinsured Motorists Coverage. This selection is application to Commercial Automobile Insurance Coverage for the period of October 1, 2021 to October 1, 2022 as presented.

LARMA INTERLOCAL AGREEMENT RESOLUTION

Be it resolved that at the September 14, 2021 meeting of the EAST CARROLL Parish School Board, approval was granted to join the Louisiana Public Schools Risk Management Agency, an interlocal risk management agency through the execution of the interlocal agreement and adoption of its bylaws. Continued participation is contingent upon payment of annual contributions.

Therefore, be it further resolved that Superintendent be authorized to execute the Interlocal Agreement on behalf of the EAST CARROLL Parish School Board.

Signed, on behalf of the EAST CARROLL Parish School Board,

Jacqueline Folk
Board President

Meagan Brown
Secretary

9/14/21
Date