# RECREATION AND PARK COMMISSION FOR THE PARISH OF EAST BATON ROUGE

Regular Meeting – 5:00 p.m. BREC Administration Building 6201 Florida Boulevard Baton Rouge, Louisiana

Commission Minutes April 24, 2025

#### Call to Order

A regular meeting of the Recreation and Park Commission for the Parish of East Baton Rouge (BREC) was held at BREC's Administrative Offices on April 24, 2025. The meeting was called to order at 5:00 p.m. by Vice Chairwoman Clarice Gordon. Commissioner Dwayne Rogers offered the invocation. Commissioner Rossie Washington, Jr. led the Pledge of Allegiance. Roll was taken and a quorum of Commissioners was present, including Clarice Gordon, Vice Chair; Kenneth Pointer, Treasurer; Mike Polito; Dwayne Rogers; Nathan Rust; Lon Vicknair; and Rossie Washington, Jr., were present. Commissioners Donna Collins Lewis and Collis Temple III were absent. Staff members present were Corey K. Wilson, Superintendent; Reed Richard, Assistant Superintendent of System Planning; Aneatra Boykin, Chief Administrative Officer; Andrea Roberts, Chief Operating Officer; Don Johnson, Chief Financial Officer; Chad Brewer, Jim Fleshman, Angela Harms, Darlene Jarvis, RaHarold Lawson, Mike Raby, Ryan Reed, and Ebony Allen. Murphy Foster, legal counsel; Dr. Murelle Harrison, Executive Director of the Gardere Initiative; and Carl Stages, Executive Director of BREC Foundation, were also in attendance. The rest of the audience consisted of other BREC staff, sign language interpreters, media, and the public.

# **Public Comment**

The Vice Chair announced that public comment would be allowed prior to a vote being taken on any agenda action item and explained the process to be observed.

#### **Adoption of Minutes**

Vice Chair Gordon read the following resolution:

Resolved, that the reading of the minutes of the Recreation and Park Commission Meeting of March 27, 2025, be dispensed with, and that they be approved as written.

Motion to approve by Mr. Pointer Second by Mr. Rust Unanimously approved

#### **Consent Calendar**

Resolved, that the Commission approve the routine Personnel Transactions from March 12, 2025, to April 10, 2025.

Motion by Mr. Pointer Second by Mr. Washington Unanimously approved

#### **Presentations**

Superintendent Wilson recognized Dr. Murrelle Harrison, Executive Director of The Gardere Initiative. Dr. Harrison was joined by Cindy Sonbuchner, Operations Manager of The Gardere Initiative, to share their coalition's mission: "to address substance abuse and other social ills in the Gardere area". Dr. Harrison highlighted the start of their partnership with BREC in 2018 and how it has contributed to making Hartley/Vey Park at Gardere Lane the "hub of [their]

community," playing a role in reducing crime in the area. She also introduced two youth volunteers and program participants who shared the impact The Gardere Initiative has had on their lives and the broader community. Superintendent Wilson thanked Dr. Harrison and The Gardere Initiative for their continued commitment to Hartley/Vey Park and presented Dr. Harrison with the Partnership Presentation award in recognition of their contributions in support of BREC's mission.

The Commission viewed a brief video highlighting various upcoming events throughout the parish during the month of April.

# **Reports of Officers and Standing Committees**

Superintendent Wilson requested that the item under Administrative Matters be deferred to May to allow additional time for BREC and the Mayor of Baker to finalize discussions regarding the Cooperative Endeavor Agreement. Mr. Washington made the motion, which was seconded by Mr. Pointer.

Under Communications, Superintendent Wilson reviewed the March 2025 Activity Report, noting continued growth at BREC's Zoo, with this March being one of its most successful periods in recent years. He also highlighted Oak Villa as the top-performing facility, reporting a 92% increase in attendance compared to last year.

He then shared a visual summary of his meetings and engagements throughout March with various organizations and public officials as part of his ongoing efforts to engage with community leaders across the parish.

Superintendent Wilson also announced that former employee Ms. Chris Marchiafava recently welcomed a new grandchild and extended his congratulations and well wishes to her and her family.

Mr. Rust asked for a point of order to note that while a motion and second were made to defer the Administrative Matters item, a formal vote had not occurred. Vice Chair Gordon asked if there were any objections from the Commission; there were none. The motion to defer the item until May was approved by unanimous consent.

#### **Standing Committee Reports**

Vice Chair Gordon recognized Mr. Pointer to deliver the Finance report. Mr. Pointer introduced to Don Johnson, Chief Financial Officer, to present the action items.

Mr. Johnson presented the Budget Status Report and read the following resolution: Resolved, That the Commission accept the unaudited monthly Budget Status Report for the month ending and fiscal year-to-date period ending March 31, 2025, as presented.

Mr. Polito asked Mr. Johnson to clarify the projected tax surplus for 2024. Mr. Johnson explained that BREC's projected tax revenue is based on estimates provided by the tax assessor each June or July for the following year. He noted that while an updated estimate could be requested in October or November, the budget is typically based solely on the original estimate. As a result, actual revenue may exceed projections due to late payments or penalties on collected taxes.

Mr. Polito followed up by asking if BREC currently has more money than projected for 2024 and, if so, where the surplus is allocated, particularly in relation to the reserve fund. Mr. Johnson responded that the 2024 fund balance is approximately \$94 million, of which \$23 million

is in cash. He noted that he is open to further discussion on the reserve and also mentioned that the 2023 audit is nearing completion.

Mr. Polito requested a workshop to further discuss financial matters. Superintendent Wilson agreed to coordinate a time for that meeting.

Motion to approve the Budget Status Report by Mr. Rust Second by Mr. Washington Approved by unanimous consent

Under Contracts and Bids, Mr. Johnson reviewed the first item and read the following resolution:

Resolved, That the Commission approve Change Order No. 2 to the existing contract with Brown Industrial Construction, LLC. for the Sandy Creek Bridge Replacement for \$66,173.31 and 34 additional days for additional soil remediation, soil lab testing, and additional contract days for the testing, and weather days. The original contract amount was \$229,500; the new contract amount through Change Order No. 2 is \$334,952.53.

Motion by Mr. Washington Second by Mr. Vicknair Unanimously approved

Mr. Johnson reviewed the next item and read the following resolution:

Resolved, That the Commission award Sealed Bid No. 1847 – Annual Contract for Swimming Pool Chemicals for Delivery to BREC Sites, Items 11, 12, and 13 to Commercial Products, Inc. DBA Poolsure, the lowest responsive bidder, and Items #1, 3, 4, 6, 7, 8, 9, 10 to Delta H2O, LLC at prices stated on the Bid Tabulation. The are no awards for Items #2 and #5. The estimated total contract amount is \$50,000 annually. The contract period will be for 12 months starting on April 1, 2025 to March 31, 2026, with the option to renew for two additional 12-month terms, at the same prices, terms, and conditions, not to exceed 36 months.

Motion by Mr. Rust Second by Mr. Pointer Unanimously approved

The Vice Chair noted that the Human Resources Advisory Committee action item for the routine transactions was on the Consent Calendar.

Vice Chair Gordon recognized Mr. Rust to deliver the Planning and Park Resources report. Mr. Rust introduced Reed Richard, Assistant Superintendent of System Planning, to present two action items.

Mr. Richard presented the first action item and read the following resolution:

Resolved, That the Commission approve the name of the newly acquired park at the corner of Erie Street and Plank Road, Erie Street Park, in alignment with the name of the street and in accordance with BREC's Naming and Endowment Policy.

Motion by Mr. Rogers Second by Mr. Rust Unanimously approved

Mr. Richard reviewed the next item and read the following resolution:

Resolved, That the Commission approve the updates to the 2020 East Baton Rouge Parish Pedestrian and Bicycle Master Plan, as presented.

Motion by Mr. Polito Second by Mr. Rust Unanimously approved

The Selection of Professionals Committee did not meet.

## **Reports of Special Committees**

None

#### **Special Orders**

Vice Chair Gordon, then took up the appointments to standing advisory committees as follows:

Clarice Gordon

Leigh Bonfanti Human Resources

Lon Vicknair

Ryan Cross Communications & Information Systems

Wade Evans Finance
Mike Murray Golf

Brett Murray Human Resources

Randy Albarez Planning & Park Resources

Amy Daughdrill Zoo

Motion to approve the committee appointments by Mr. Pointer

Second by Mr. Rust

Approved by unanimous consent

### **Unfinished Business and General Orders**

None

#### **New Business**

The Vice Chair opened the floor to whichever Commissioner wanted to take up Item A under New Business. Vice Chair Gordon moved forward with reading the following resolution when no member from the board showed interest in reading.

Resolved, That the Special Rule of Order entitled *Votes Required for Adoption* which provided the following language: "Unless specifically stated elsewhere in this document, the bylaws, or the standing rules, any action item placed before the commission for approval must receive a minimum of five votes to be adopted, be deleted in its entirety, effective immediately.

Motion to approve by Mr. Polito

Second by Mr. Rust

#### Discussion:

Mr. Pointer expressed concerns regarding how business could continue without requiring a majority vote [five of the nine Commission members]. He stated he did not see the need for the proposed change.

Mr. Polito explained that the intent was to allow business to proceed with a majority vote of those present, stating that the idea was that usually boards work off members present, quorum, majority [vote].

Mr. Washington disagreed, citing his experience on other boards, including the Planning Commission, where decisions require a majority of the full board. He expressed concern that under the proposed change, a small number of members could make decisions for the entire board, potentially without broad representation. He reminded the Commission that the current rule was adopted unanimously to ensure responsible decision-making as a taxing authority.

Vice Chair Gordon recognized Murphy Foster, legal counsel, for clarification. Mr. Foster stated that the current special rule is an exception to Robert's Rules of Order. He explained that while it is not unlawful, it conflicts with typical procedure, which allows decisions by a majority of those present once a quorum is established. He noted that maintaining the special rule would significantly limit the board's ability to take action.

Mr. Washington stated that he did not fully understand Mr. Foster's explanation.

Mr. Rust shared that during his time on the school board, which also uses Robert's Rules, a minimum of five votes was still required to approve actions, which sometimes made conducting business challenging. He also expressed concern that removing the rule could allow a small number of members to pass items without broader participation. He suggested tabling or deferring the motion for further discussion.

Mr. Polito indicated he was willing to table the motion.

Vice Chair Gordon again recognized Mr. Foster, who advised that a substitute motion could be made to defer the item, requiring a second and a vote. If the substitute motion failed, the board would return to the original motion; if it passed, a final vote on the substitute motion would occur.

Mr. Rogers asked for clarification and confirmed with Mr. Foster that removing the rule would align with state statute requiring only a simple majority for approval. Mr. Rogers noted that it may cause difficulties in conducting business due to lack of attendance and supported removal of the rule.

Mr. Washington responded by reminding Mr. Rogers that he had previously voted in favor of adopting the rule. Mr. Rogers stated he did not recall voting on the change and noted that it may have been early in his term.

Mr. Washington made a substitute motion to defer the item for 30 days. Second by Mr. Pointer.

The Vice Chair asked if there was any discussion. With no discussion and one objection she called for a roll call vote with the following results:

Yeas: 6 Ms. Gordon, Mr. Pointer, Mr. Polito, Mr. Rust, Mr. Vicknair, Mr. Washington

Nays: 1 Mr. Rogers

Abstained: 0

Absent: 2 Ms. Lewis, Mr. Temple

The Vice Chair called for a roll call vote on final passage of the substitute motion with the following results:

Yeas: 7 Ms. Gordon, Mr. Pointer, Mr. Polito, Mr. Rogers, Mr. Rust, Mr. Vicknair, Mr.

Washington

Nays: 0

Abstained: 0

Absent: 2 Ms. Lewis, Mr. Temple

Vice Chair Gordon continued under New Business reading the following resolution under Item B:

Resolved, That Standing Rules of BREC, section titled *Appointment and Employment of the Superintendent*, subsection *Tenure, located on* page 3, be deleted in its entirety. The Tenure section provides for the following language: The employment of the superintendent may be terminated at any time for any reason by affirmative vote of 2/3 majority of the commissioners. The superintendent shall, however, be entitled to notice as stipulated in the superintendent's employment contract except when immediate termination is in the best interest of the commission or agency.

Motion to approve by Mr. Polito Second by Mr. Rust

#### Discussion:

Mr. Washington expressed concern regarding the deletion of the Tenure provision stating that the magnitude of terminating the Superintendent should require more than the simple majority vote and it would be appropriate to remain as written.

The Vice Chair stated that since there were objections, she would hold a roll call vote. The results are as follows:

Yeas: 5 Ms. Gordon, Mr. Polito, Mr. Rogers, Mr. Rust, Mr. Vicknair

Nays: 2 Mr. Pointer, Mr. Washington

Abstained: 0

Absent: 2 Ms. Lewis, Mr. Temple

The Vice Chair read Item C as follows:

Resolved, that the BREC Commission will not renew the employment contract for the Superintendent of BREC where the Superintendent has given notice to the Commission of his intent not to seek renewal of his employment contract.

Motion to approve by Mr. Polito

Second by Mr. Rogers

Approved unanimously

Item D under New Business was read by Vice Chair Gordon as follows:

Resolved, that the final date of "full-time" employment for Superintendent Corey Wilson shall be May 31, 2025. Any transition-related services will be addressed separately by commission action and contract amendment.

Motion to approve by Mr. Polito

Second by Mr. Rogers

#### Discussion:

Superintendent Wilson explained that the amendment to the resolution, specifically the removal of "full-time," was intended to avoid jeopardizing benefits he currently receives.

Mr. Foster confirmed that the amendment was appropriate to protect benefits.

Mr. Rust suggested revising the language to state, "The final date of employment as Superintendent for Corey Wilson shall be May 31, 2025," to avoid the appearance of termination from BREC entirely.

- Mr. Foster agreed with Mr. Rust's recommendation, stating it more accurately reflects the intended action.
- Mr. Pointer questioned the rationale behind amending the Superintendent's contract early, creating a new undefined role for Mr. Wilson, and hiring an interim superintendent at a comparable salary rather than allowing Mr. Wilson to complete his full term.

During discussion, Mr. Rust explained that some board members wished to bring in new leadership while still valuing Mr. Wilson's institutional knowledge during the transition.

Mr. Pointer reiterated concerns, questioning the decision to pay Mr. Wilson to advise a replacement if he was not deemed suitable to continue leading. Mr. Washington echoed similar concerns.

Following discussion, Mr. Polito withdrew his motion to approve Item D and Mr. Rogers withdrew his second. There being no further motion to approve Item D, no action was taken on the item.

Mr. Polito made a motion to approve the following revised resolution under Item E.

Resolved, That the Commission chair or vice-chair to execute the amendment, as attached, to the existing employment contract with the Superintendent, Corey Wilson.

Motion to approve by Mr. Polito

Second by Mr. Vicknair

Motion passes with a majority vote with Mr. Washington abstaining due to not having had the opportunity to review the contract amendment.

The Vice Chair continues to Item F as follows:

Resolved, That an interim superintendent be appointed by the commission on or before June 1, 2025, to serve until the appointment of a permanent superintendent.

Motion by Mr. Rust Second by Mr. Rogers Approved unanimously

The Vice Chair read Item G as follows:

Resolved, That, pursuant to a written request of five commission members and Article V, Section A.2 of the BREC bylaws, the Commission will hold recurring special meetings on the second Thursday of each month at 5:00 p.m., from May through December 2025, to support communication, oversight, and deliberation during the leadership transition, including candidate interviews for the Superintendent position and engagement with a search firm.

Motion by Mr. Polito Second by Mr. Rogers

Mr. Rust offered a substitute motion to change the meetings from every second Thursday of the month to every second Tuesday of the month.

Second by Mr. Vicknair

#### Discussion:

Mr. Washington expressed that he did not support the extra meetings, stating that many of these functions should be handled by the search committee, making the additional meetings unnecessary.

Mr. Pointer agreed, adding that he believed oversight and interviews were to be handled by the committee, not through additional meetings.

Mr. Polito explained that the additional meetings would ensure clear communication throughout the leadership transition period.

Mr. Rogers and Mr. Rust also spoke in favor of scheduling the additional meetings.

Following discussion, a roll call vote was taken on the substitute motion, with the following results:

Yeas: 5 Ms. Gordon, Mr. Polito, Mr. Rogers, Mr. Rust, Mr. Vicknair

Nays: 2 Mr. Pointer, Mr. Washington

Abstained: 0

Absent: 2 Ms. Lewis, Mr. Temple

The Vice Chair called for a roll call vote on final passage of the substitute motion with the following results:

Yeas: 5 Ms. Gordon, Mr. Polito, Mr. Rogers, Mr. Rust, Mr. Vicknair

Nays: 2 Mr. Pointer, Mr. Washington

Abstained: 0

Absent: 2 Ms. Lewis, Mr. Temple

The Vice Chair continued under New Business, reading Item H as follows:

Resolved, That BREC staff be directed to prepare and publish, in accordance with applicable laws and public employment guidelines, a public advertisement for the superintendent position with the initial posting to be published no later than May 1, 2025.

Motion by Mr. Rogers

Second by Mr. Rust

Approved by unanimous consent

The Vice Chair continued to Item I as follows:

Resolved, That BREC staff be directed to prepare and issue a Request for Proposals (RFP) for an executive search firm to assist in the recruitment and evaluation of candidates for the superintendent position, no later than May 1, 2025.

Motion by Mr. Polito Second by Mr. Rust Approved unanimously

The Vice Chair read Item J as follows:

Resolved, That the Commission approve the establishment of a search committee to conduct a national search for the new superintendent. The committee will review the job description and make recommendations of any necessary changes to the Commission for approval, develop a timeline, make regular reports of their progress at scheduled Commission meetings, and work with a qualified consultant firm to provide the Commission a list of highly qualified candidates to interview.

Motion by Mr. Washington Second by Mr. Pointer

Mr. Rust made a substitute motion to defer Item J to the next meeting. Second by Mr. Polito

Unanimously approved

The Vice Chair called for a roll call vote on final passage of the substitute motion with the following results:

Yeas: 7 Ms. Gordon, Mr. Pointer, Mr. Polito, Mr. Rogers, Mr. Rust, Mr. Vicknair, Mr.

Washington

Nays: 0 Abstained: 0

Absent: 2 Ms. Lewis, Mr. Temple

Vice Chair read the last item under New Business Item K as follows:

Resolved, That the Commission approve conducting a national search and selection of a new superintendent for the Recreation and Park Commission for the Parish of East Baton Rouge.

Motion by Mr. Polito Second by Mr. Rogers Approved by unanimous consent

## **Adjournment**

Vice Chair Gordon requested a motion to adjourn. Mr. Polito made a motion to adjourn. Rust seconded, and Vice Chair Gordon adjourned the meeting at 7:01 p.m. without objection	
Corey K. Wilson, Superintendent and Ex-Officio Secretary	Clairice Gordon, Vice Chair

# STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

#### AMENDED EMPLOYMENT AGREEMENT

# RECREATION AND PARK COMMISSION FOR THE PARISH OF EAST BATON ROUGE LOUISIANA

THIS AMENDED EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the Recreation and Park Commission for the Parish of East Baton Rouge ("Commission"), located in East Baton Rouge Parish, Louisiana, and Corey K. Wilson ("Employee"), a resident of the full age of majority currently residing in East Baton Rouge Parish, Louisiana. This Amended Employment Agreement shall become effective on May 31, 2025 and, while not for a definite term, is anticipated to run through no later than January 31, 2026. Commission and Employee may be referenced herein collectively as "the Parties" or individually as a "Party."

#### RECITALS

WHEREAS, Employee agrees to continue to provide his advice and expertise as related to the business of the Commission;

WHEREAS, Employee has special historical knowledge, expertise, and experience regarding the business of the Commission.

WHEREAS, The Commission desires to continue Employee's employment, in a role other than Superintendent, subject to the terms and conditions hereinafter set forth.

The parties agree and intend to be legally bound to the following terms:

- 1. AGREEMENT TO RETAIN. The Commission hereby retains Employee to perform the services set forth herein.
- **2. SERVICES TO BE PROVIDED.** Employee will provide the following services for the Commission:

Employee agrees to be available during regular business hours to advise the Commission, the Interim Superintendent (if one is so chosen), and/or the next permanent Superintendent in the performance of all of the duties and responsibilities related to the business of the Commission including, but not limited to, the policies and procedures related to the Commission (the "Services"). This includes litigation support such as attending and/or participating in depositions and possibly providing testimony at trial of pending litigation when requested.

Employee shall anticipate, at a minimum, two (2) one hour conversations per week with the Commission's Board, the Interim Superintendent (if one is so chosen), and/or the next permanent Superintendent at a time to be designated in the future. This expectation shall not serve to limit Employee's duties that may be needed in excess of two (2) hours per week.

3. FEE FOR SERVICES. As consideration for performance of the Services, the Commission hereby agrees to continue payment to Employee for services rendered at the annual rate of \$199,659.00 (ONE HUNDRED NINETY-NINE THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS and 00/100), to be paid bi-weekly in the amount of \$8,319.13 (EIGHT THOUSAND THREE HUNDRED NINETEEN DOLLARS and 13/100).

# 4. EARNED ANNUAL LEAVE, SICK LEAVE, COMPENSATORY TIME, AND HOLIDAYS.

- A. <u>Annual Leave</u>. The Employee shall be entitled to continue to receive paid Annual Leave at the rate of 144 hours per year, less any amount previously used or taken to date. The Commission shall pay the Employee for all earned but unused Annual Leave upon termination of this Contract at the Employee's current salary.
- B. <u>Sick Leave</u>. The Employee shall receive 144 hours of Sick Leave per twelve (12) month period each fiscal year or part thereof, exclusive of legal holidays or other holidays which the Commission may establish for the administrative and professional staff, less any amount previously used or taken to date. Sick Leave shall be credited to the Employee biweekly. The Commission will not pay the Employee for unused Sick Leave upon termination of this Contract.
- C. <u>Compensatory Time</u>. The Employee shall not be entitled to Compensatory Time.
- D. <u>Holidays</u>. The Employee shall be allowed time off with full pay for the twelve (12) designated Holidays, pursuant to BREC policy.
- 5. AUTOMOBILE ALLOWANCE AND TELECOMMUNICATIONS. The Commission will continue to pay the Employee an automobile allowance of \$297.20 (TWO HUNDRED NINETY-SEVEN DOLLARS AND 20/100) per pay period in lieu of any other expense reimbursement related to the Employee's use of his personal vehicle for Commission business and in lieu of providing the Employee with an automobile provided to him by the Commission. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of any automobile he uses for Commission business.

The Commission shall continue to provide the Employee with a cell phone and other portable information technology hardware as the Commission may approve for the purpose of business communications, text messaging, and e-mails in accordance with the Commission's policies for such devices and technology as said policy exists at the time of execution and may be amended from time to time.

#### 6. HEALTH INSURANCE, LIFE INSURANCE, RETIREMENT BENEFITS.

- A. <u>Health Insurance</u>. Employee shall continue to receive such health insurance coverage as may be selected by the Employee from all of the single coverage health insurance plans annually offered by the Commission to all full-time professional Commission employees, but not including dental insurance. Any changes in health insurance coverage that may be applied to the Commission's professional administrative staff will automatically apply to the Employee, unless otherwise provided by this Agreement. The Commission shall continue to pay for the entire single coverage health insurance premium selected by the Employee from the plans offered by the Commission.
- B. <u>Life Insurance</u>. The Commission shall reimburse the Employee or pay directly for and provide a term life insurance policy providing for \$250,000 of term life insurance coverage on the Employee and payable to the Employee's named beneficiary from an AA rated company on the A M Best Company list. The Employee shall be the owner of the policy.
- C. Retirement Benefits. The Employee is currently a member of the Employees' Retirement System of the City of Baton Rouge and Parish of East Baton Rouge, ("Retirement System") as established by City/Parish Ordinance and authorized by the Commission. The Commission shall pay for the employer's share of contributions and expenses to the Retirement System based on the Employee's current and future salary and in accordance with the rules and regulations of the Retirement System. The Employee shall pay the Employee's share of contributions. The Commission shall deduct the Employee's share from his pay. Payment shall be made to the Retirement System by both Parties on a bi-weekly basis as with all other employees of the Commission. Retirement contributions are tax deferred. Personal contributions are kept on account and refunded if the Employee should leave BREC before his retirement.

#### 7. TERMINATION OF EMPLOYMENT.

While both Parties to this Agreement acknowledge that Louisiana law prohibits a public body, such as the Commission, to contract away its right to remove an employee at will, it is nevertheless anticipated that Employee will not be terminated prior to January 31, 2026 without just cause. Under no circumstances shall the employment of Employee by the Commission continue beyond January 31, 2026.

#### 8. MISCELLANEOUS PROVISIONS.

A. <u>Entire Agreement</u>. This Agreement comprises the entire agreement of the Parties. Any further amendment or the modification of this Agreement will be in writing signed by all Parties. All optional addenda executed by the Parties will become an integral part of this Agreement and will incorporate all provisions of this Agreement.

- B. <u>Confidential Information</u>. Employee agrees to maintain the confidentiality of all proprietary or confidential information received from the Commission. Employee shall not use any confidential information for any purpose other than the performance of the services.
- C. Notices. All notices, demands, requests, consents, approvals, or other communications required or permitted hereunder to any Party shall be in writing and shall be delivered by hand, registered, or certified mail with return receipt requested, or by a nationally recognized overnight delivery service, in each case with all postage or other delivery charge prepaid, and to the address of the Party to whom it is directed as indicated below, or to such other address as such Party may specify by giving notice to the other in accordance with the terms hereof. Any such notice shall be deemed to be received (i) when delivered, if by hand, (ii) on the next business day following timely deposit with a nationally recognized overnight delivery service, or (iii) on the date shown on the return receipt as received or refused or on the date the postal authorities state that delivery cannot be accomplished, if sent by registered or certified mail, return receipt requested.

If to Employee, to:	Corey K. Wilson
	Telephone:
If to the Commission, to:	Donna Collins Lewis Attn: Donna Collins Lewis P. O. Box 750 Broussard, LA 70518
	Telephone: 225-439-9690 E-Mail: domacollinstewis e yohoo.com

- D. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Louisiana.
- E. <u>Severability</u>. If any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable, the Parties shall use their best efforts to renegotiate such provision to conform to applicable law and to the intention of the Parties in order to maintain the Agreement in full force and effect. Notwithstanding the foregoing, should the Parties not come to an agreement or should any provision of this covenant be deemed unenforceable by law but would be enforceable by modification, such provision shall be deemed enforceable to the fullest extent permissible under the laws of the State of Louisiana and the remaining provisions of this Agreement shall remain in full force and effect.
- F. <u>Assignment</u>. Neither Party to this Agreement may assign or otherwise transfer its rights or obligations under this Agreement without the other Party's prior written consent.

- G. <u>Entire Agreement</u>. This Amended Employment Agreement supersedes all prior agreements and constitutes the entire agreement of the Parties.
- H. <u>Amendments</u>. Any further amendments or changes hereto shall be reduced to writing, executed by the Parties, and shall thereafter modify this Agreement accordingly.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth below.

APPROVED BY THE RECREATION AND PARK COMMISSION FOR THE PARISH OF EAST BATON ROUGE at a regular meeting of the said Commission on April\_\_\_\_\_, 2025, Baton Rouge, Louisiana where the Chairman of the Commission, Donna Collins Lewis, was duly authorized to execute this Agreement on behalf of the Commission.

**EMPLOYEE:** 

COREY K. WILSON

WITNESS:

Print Name: Ancatra

THE COMMISSION:

DONNA COLLINS LEWIS, CHAIRMAN
Recreation and Park Commission for
the Parish of East Baton Rouge

WITNESS:

Print Name: