

RESOLUTION**(Internal Investigation Invoice Payment and Ratification of Attorney Actions)**

WHEREAS, at its March 26, 2025 meeting the Commission unanimously Resolved that Breazeale, Sachse & Wilson, LLP ("BSW") invoices regarding BSW File No. 8282-56 be forwarded directly to Kushner LaGraize, LLC ("LaGraize"), as a representative of the Port, and that LaGraize review such invoices for accuracy and propriety and provide advices regarding payment of such Invoices; and

WHEREAS, by May 30, 2025 letter regarding BSW File 8282-56 Invoice No. 499434 LaGraize notified POSL that such invoice is reasonable, accurate and proper (copy of LaGraize's May 30, 2025 letter is attached hereto as Exhibit "1");

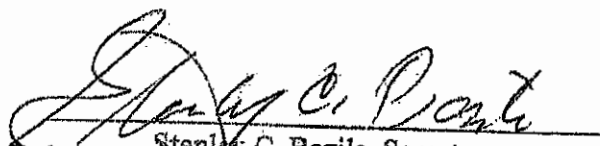
WHEREAS, by June 13, 2025 letter regarding BSW File 8282-56 Invoice No. 501913 LaGraize notified POSL that such invoice is reasonable, accurate and proper (copy of LaGraize's June 13, 2025 letter is attached hereto as Exhibit "2"); and


NOW THEREFORE BE IT RESOLVED that POSL be, and it is hereby, authorized and directed to immediately pay BSW Invoice Nos. 499434 and 501913; and that the Executive Director be, and he is hereby, authorized and directed to take and any and all actions necessary to cause the payment of this BSW Invoice.

IT IS FURTHER RESOLVED that all actions of the POSL's legal counsel in connection with BSW File 8282-56 be and are hereby ratified.

And the resolution was declared adopted on this, the 25th day of June, 2025.

Member	Yea	Nay	Absent	Abstaining
Stanley C. Bazile	X			
Jason Duhe	X			
P. Joey Murray, III	X			
Joey Scontrino, III	X			
Florence Dumas	X			
Louis A. Joseph			X	
Julie M. Hebert	X			
Robbie LeBlanc			X	
Ryan E. Burks	X			

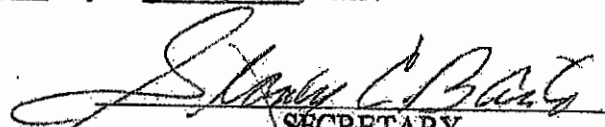

Stanley C. Bazile, Secretary


P. Joey Murray, III, Chairman

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a Regular meeting of the Port of South Louisiana held on the 25th day of June, 2025, in which a quorum was present and voting and that the resolution adopted is still in full force and effect and has not been rescinded or revoked.

Signed at Reserve, LA on the 25th day of June, 2025.


SECRETARY



KUSHNER
LAGRAIZE, LLC
CPAs & CONSULTANTS

June 13, 2025

VIA EMAIL ONLY

Mr. P. Joey Murray, III, Chairman
PORT OF SOUTH LOUISIANA
P. O. Box AE/1720 LA Hwy 44
Reserve, LA 70084

Mr. Chairman:

In compliance with your Resolution dated March 26, 2025, I, Wilson A. LaGraize, CPA, have received under confidential cover a detailed invoice dated, June 5, 2025, related to file BSW 8282-56 for services rendered as follows:

INVOICE
501913

FILE TITLE
Internal Investigation

AMOUNT DUE
\$ 75,573.75

Total Amount

\$ 75,573.75

I have scrutinized the referenced invoices as to reasonableness of hourly rates and services performed, thoroughness of description of services performed by each professional, and accuracy of extension footings.

In conclusion, I find these invoices to be accurate and proper. If you have any questions, I will be happy to respond.

Very truly yours,

KUSHNER LAGRAIZE, L.L.C.

Wilson A. LaGraize, CPA, CFF CrFA
WAL:mmg

May 30, 2025

VIA EMAIL ONLY

Mr. P. Joey Murray, III, Chairman
PORT OF SOUTH LOUISIANA
P. O. Box AE/1720 LA Hwy 44
Reserve, LA 70084

Mr. Chairman:

In compliance with your Resolution dated March 26, 2025, I, Wilson A. LaGraize, CPA, have received under confidential cover a detailed invoice dated, May 9, 2025, related to file BSW 8282-56 for services rendered as follows:

INVOICE
499434

FILE TITLE
Internal Investigation

AMOUNT DUE
\$ 2,310.00

Total Amount

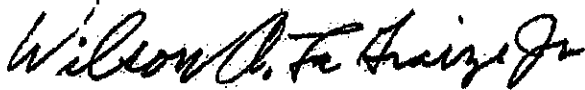
\$ 2,310.00

I have scrutinized the referenced invoices as to reasonableness of hourly rates and services performed, thoroughness of description of services performed by each professional, and accuracy of extension footings.

In conclusion, I find these invoices to be accurate and proper. If you have any questions, I will be happy to respond.

Very truly yours,

KUSHNER LAGRAIZE, L.L.C.



Wilson A. LaGraize, CPA, CFF CrFA
WAL:mmg

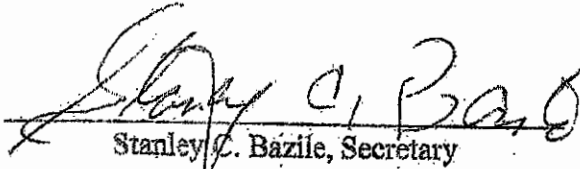
RESOLUTION

[Adopting Bylaws committee recommendations]

RESOLVED that the Resolutions setting forth the recommendations of the Bylaws Committee identified in the Minutes of the Bylaws Committee's June 4, 2025 meeting, a copy of which Minutes is attached hereto as Exhibit "1", be, and the same are hereby, adopted as Resolutions by and of the Commission; and, further that the new, amended and restated Bylaws of the Port and Commission, a copy of which is attached hereto as Exhibit "2", be, and are hereby, adopted by the Commission effective this 25th day of June, 2025 and remain in effect in their entirety until any amendment.

And the resolution was declared adopted on this, the 28th day of June, 2025.

Member	Yea	Nay	Absent	Abstaining
Stanley C. Bazile	X			
Jason Duhe	X			
P. Joey Murray, III	X			
Joey Scontrino, III	X			
Florence Dumas	X			
Louis A. Joseph			X	
Julie M. Hebert	X			
Robbie LeBlanc			X	
Ryan E. Burks	X			


Stanley C. Bazile, Secretary


P. Joey Murray, III, Chairman

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a Regular meeting of the Port of South Louisiana held on the 28th day of June, 2025, in which a quorum was present and voting and that the resolution adopted is still in full force and effect and has not been rescinded or revoked.

Signed at Kenner, LA on the 28th day of June, 2025.


SECRETARY

Exhibit 1

**MINUTES OF THE PORT OF SOUTH LOUISIANA BYLAWS COMMITTEE MEETING HELD AT THE
PORT OF SOUTH LOUISIANA ADMINISTRATION BUILDING ON JUNE 4, 2025.**

ITEM 1-CALL TO ORDER

Chairman Bazile called the Meeting to order at 10:00 a.m.

ITEM 2-ROLL CALL

Present -Mrs. Hebert, Mr. Scontrino, Mr. Murray, Mr. Bazile

ITEM 3. PLEDGE OF ALLEGIANCE

Commissioner Hebert led the Pledge of Allegiance.

ITEM 4. PUBLIC COMMENTS

Commissioners' Burks, Dumas, Joseph and LeBlanc offered comments regarding the date and time for future monthly commission meetings.

ITEM 5. NEW BUSINESS

ITEM 5A. DISCUSS POSSIBLE AMENDMENTS

**ITEM 5A.1 AMEND ARTICLE IV. A.1.A OF THE PORT OF SOUTH LOUISIANA ("Port") AND
ITS COMMISSION BYLAWS ("Bylaws")**

A Motion was offered by Mr. Scontrino and seconded by Mrs. Hebert to recommend to the Port of South Louisiana Commission ("Commission") that **ARTICLE IV. A.1.a OF THE BYLAWS, PAGE 1** be amended changing the monthly Commission Meeting from the 4th Wednesday at 4:00 p.m. to the 4th Tuesday at 9:00 a.m.

After the discussion the votes were as follows:

YEAS Mrs. Hebert, Mr. Scontrino, Mr. Murray, Mr. Bazile

NAYS None

ABSENT None

ABSTAIN None

ITEM 5A.2 AMEND ARTICLE IV. C. OF THE BYLAWS

A Motion was offered by Mr. Scontrino and seconded by Mrs. Hebert to recommend to the Commission that **ARTICLE IV. C. OF THE BYLAWS, PAGE 2** be amended adding "or by the Chairperson" to the end of ARTICLE IV. C.

After the discussion the votes were as follows:

YEAS Mrs. Hebert, Mr. Scontrino, Mr. Murray, Mr. Bazile

NAYS None

ABSENT None

ABSTAIN None

ITEM 5A.3 AMEND ARTICLE VII. OF THE PORT OF SOUTH LOUISIANA AND ITS COMMISSION BYLAWS

A Motion was offered by Mr. Murray and seconded by Mr. Scontrino to recommend to the Commission that **ARTICLE VII. OF THE BYLAWS, PAGE 6** be amended deleting the word "members" and substituting the word "Commissioners" at the beginning of Article VII.

After the discussion the votes were as follows:

YEAS Mrs. Hebert, Mr. Scontrino, Mr. Murray, Mr. Bazile

NAYS None

ABSENT None

ABSTAIN None

ITEM 5A. 4 AMEND ARTICLE VII.A. (2) and B(3) OF THE PORT OF SOUTH LOUISIANA AND ITS COMMISSION BYLAWS

A Motion was offered by Mr. Murray and seconded by Mrs. Hebert to recommend to the Port of South Louisiana Commission that **ARTICLE VII.A. (2) (Insert 1) and (Insert 2) B(3)(Insert 3)** be amended and restated as follows:

"2. Port -related business other than Commission/committee Meetings

If any Commissioner attends a seminar, meeting, conference, convention or other event related to any Port business and such attendance is intended to educate that Commissioner concerning any subject matter presented at such event, or where such attendance is reasonably intended to benefit the Port then he/she shall be entitled to receive, and the Port shall pay him/her, a *per diem* for his/her actual attendance at the event.

In order for such Commissioner to be entitled to any payment under this Bylaws sub-section for attendance at any educational event without agenda, then, that Commissioner must provide a report (verbal or written) to the Commission on the education received by such attending Commissioner."

Insert 4

After the discussion the votes were as follows:

YEAS Mrs. Hebert, Mr. Scontrino, Mr. Murray, Mr. Bazile

NAYS None

ABSENT None

ABSTAIN None

ITEM 5A.5 AMEND ARTICLE VIII.A. OF THE BYLAWS

A Motion was offered by Mr. Scontrino and seconded by Mrs. Hebert to recommend to the Commission that **ARTICLE VIII. A.OF THE PORT OF BYLAWS, PAGE 10** be amended to

change the case of the first letter of "Chief Executive Director" from uppercase to lowercase such that it reads "chief executive officer" in the first sentence in Bylaws Article VIIIA.

After the discussion the votes were as follows:

YEAS Mrs. Hebert, Mr. Scontrino, Mr. Murray, Mr. Bazile

NAYS None

ABSENT None

ABSTAIN None

ITEM 5A.6 AMEND ARTICLE VIII B(2)(a). OF THE BYLAWS

A Motion was offered by Mr. Murray and seconded by Mr. Scontrino to recommend to the Commission that **ARTICLE VIII.B(2)(a) OF THE BYLAWS, PAGE 11** be amended to add the words "the identity of" after the word "in" in the first sentence.

After the discussion the votes were as follows:

YEAS Mrs. Hebert, Mr. Scontrino, Mr. Murray, Mr. Bazile

NAYS None

ABSENT None

ABSTAIN None

ITEM 5A.7 AMEND ARTICLE VIII F. OF THE BYLAWS

A Motion was offered by Mrs. Hebert and seconded by Mr. Murray to recommend to the Commission that **ARTICLE VIII.F OF THE BYLAWS, PAGE 12** be amended to add the word "of" after the word "supervision" in the first sentence.

After the discussion the votes were as follows:

YEAS Mrs. Hebert, Mr. Scontrino, Mr. Murray, Mr. Bazile

NAYS None

ABSENT None

ABSTAIN None

ITEM 5A.8 AMEND ARTICLE VIII F(1)(b). OF THE BYLAWS

A Motion was offered by Mrs. Hebert and seconded by Mr. Murray to recommend to the Commission that **ARTICLE VIII.F (1)(b) OF THE BYLAWS, PAGE 13** be amended to delete the word "as" before the word "indicated" and add the word "as" after the closed parenthesis in the last sentence.

After the discussion the votes were as follows:

YEAS Mrs. Hebert, Mr. Scontrino, Mr. Murray, Mr. Bazile

NAYS None

ABSENT None

ABSTAIN None

ITEM 5A.9 AMEND ARTICLE VIII. I(i) OF THE PORT OF SOUTH LOUISIANA AND ITS COMMISSION BYLAWS

A Motion was offered by Mr. Scontrino and seconded by Mr. Hebert to recommend to the Commission that **ARTICLE VIII. I(i) OF THE BYLAWS, PAGE 14** be amended to add the word "and" in the second sentence and delete the word "including" in the same sentence, such that said subtitle reads as follows:

Insert 5

After the discussion the votes were as follows:

YEAS Mrs. Hebert, Mr. Scontrino, Mr. Murray, Mr. Bazile

NAYS None

ABSENT None

ABSTAIN None

Insert 6

ITEM 6. ADJOURNMENT

A Motion was offered by Mrs. Hebert and seconded by Mr. Scontrino that the meeting be adjourned, the vote on which Motion was as follows.

YEAS Mrs. Hebert, Mr. Scontrino, Mr. Murray, Mr. Bazile

NAYS None

ABSENT None

ABSTAIN None

Meeting adjourned at 10:28 a.m.

Stanley Bazile (Chair)

6/10/25

BYLAWS OF THE PORT OF SOUTH LOUISIANA AND ITS COMMISSION¹
(AMENDED AND RESTATED – JUNE 25, 2025)

Herein are the Bylaws of the Port of South Louisiana ("Port") and its governing Commission (hereafter the "Commission"), who, for the Bylaws of the Port and the Commission, recite as follows:

Article I: Domicile of Port

The domicile of the Port shall be in Reserve, Louisiana. The principal office shall be at 1720 Hwy. 44, Reserve, Louisiana. The Commission may establish regional offices at such other places as it determines the business of the Port may require.

Article II: Fiscal Year

The Port's fiscal year shall be from May 1st to April 30th.

Article III: Official Journal

The Commission shall establish an "Official Journal" for and of the Port.

Article IV: Meetings of the Commission

A. Regular Meetings

1. Time and Place

In accordance with R.S. 34:2472.C and subject to all applicable laws, including the Open Meetings Law, R.S. 42:4.1, *et seq.* (the "OML"), regular meetings of the Commission shall be held as follows:

- a. Subject to other provisions of these Bylaws and applicable law, the *regular* meetings of the Commission shall be held on the fourth (4th) Tuesday of each month at 9 o'clock a.m. in the principal office of the Port.
- b. Rescheduled or relocated regular meetings.

However, for any single *regular* meeting, the Port may designate some other time and/or place of that meeting by a majority vote of Commissioners or by the Commission chairperson. When redesignated by the chairperson, the regular meeting must be rescheduled by the Chairperson not later than twenty-four (24) hours prior to the previously scheduled commencement of that rescheduled regular

¹ Bylaws are implicitly *authorized* in R.S. 34:2472(D) which mentions Bylaws and implicitly *required* in La. R.S. 34:2473.B(3) which provides that Bylaws shall establish certain authority of the Executive Director.

meeting. Any rescheduled meeting must be noticed and convened in accordance with applicable law, including the OML.

2. Circulation of Agenda to Commissioners

In addition to complying with any applicable provisions of the OML, at least seven (7) days prior to a regular Commission meeting, the Executive Director shall cause to be forwarded to each Commissioner a draft agenda, supportive material pertaining to the business to be discussed at the meeting, all documents to be considered under that agenda and an executive summary of those documents. Such "executive summary" shall include the Executive Director's description of all material items in any contract which the Commission is to consider under the agenda and/or the expenditure of any material amount of money which the Commission is to consider under the agenda. The Executive Director may cause to be forwarded to each Commissioner draft motions/resolutions to be considered at that meeting (only to be considered if so actually moved/resolved). This information/documentation can be updated as reasonably necessary.

B. Special Meetings

Special meetings of the Commission may be called by the Chairperson at his/her discretion and shall be called by the Executive Director upon written request of at least three (3) Commissioners. Subject to the OML, such special meetings of the Commission are to be noticed and take place whenever and wherever the Commission via majority vote or its Chairperson deems appropriate.

Notice of the time and place of special meetings, and reason therefor, shall be sent by electronic mail to each Commissioner and Notice shall be posted on the door of the Port office at least 24-hours prior to any special meeting. Special meetings are public meetings, and the public shall receive notice of them under the OML.

C. Order of Business:

The order of business may be altered from the Agenda order by consent of a majority of Commissioners or by the Chairperson.

D. Minutes of Meetings

The Minutes of Commission meetings are to be approved by the Commissioners prior to publication and insertion in any official "Minute Book".

E. Mandatory Attendance

The Executive Director and General Counsel, if any, shall attend all meetings of the Commission. However, during any particular meeting of the Commission, by majority vote of the Commissioners present, the Executive Director and/or General Counsel may

be excused for discussion on any particular item on the agenda of a Commission meeting.

F. Commission & Committee Meetings:

The Chairperson of any Commission or Commission committee meeting may consider Robert's Rules of Order in determining how to administer the meeting, but administering such meeting is within the Chairperson's discretion except that any action (including even committee action on a recommendation to the Commission) shall take place only after a Motion being duly seconded and a time allowed during the meeting (the length of which shall be subject to the Chairperson's reasonable discretion) to discuss the Motion.

Article V: Commission

A. The Commission Is Not an Entity Capable of Suing Or Being Sued On Its Own Behalf

Pursuant to La. R.S. 34:2471.A, the Commission is the governing body of the Port. The Commission consists of those individuals appointed and acting pursuant to and in accordance with R.S.34:2471, *et seq.* As such, the Commission is not a body or entity in and of itself and it is not capable of suing or being sued on its own behalf. Rather, the Commission consists of individuals who are nominated to serve as Commissioners by each president of, respectively, St. Charles, St. John the Baptist, and St. James Parishes in accordance with R.S. 34:2471.A(1) and (2) (the "Parish Appointees"); as well as those individuals nominated to serve as Commissioners by the governor in accordance with R.S. 34:2471.A.(3), (4), (5) and (6) (the "Governor's Appointees").

B. Commission Officers

In accordance with applicable law, including La. R.S. 34:2472, the Commission shall elect from among its own members, a Vice-Chairperson, a Secretary, and a Treasurer of the Commission, and may elect a Chairperson from its own members if the Governor does not appoint a Chairperson.

1. Election

Commission Officers other than the Chairperson, who may be appointed by the Governor, shall be elected annually by majority vote of Commissioners at a meeting of the Commission held in the month of March or in the month of April. Election of a Chairperson may take place on a case-by-case basis in accordance with applicable law.

2. Term

The term of office for each Commission Officer so elected shall be for one year commencing effective May 1 and ending the following April 30; however, an

individual elected Officer may be replaced for the remainder of his/her term by a majority vote of Commissioners at a Commission meeting.

3. Vacancy

In case an elected Commission office vacancy shall occur for any reason prior to the expiration of the term for that Officer, a new officer shall be elected by majority vote of the Commissioners to fill the office for the un-expired portion of the term.

4. No term limits for Commission officers

Any member of the Commission elected to one of the above Commission Offices shall be eligible to succeed himself/herself.

C. Duties of Commission Officers

1. Duties of Chairperson

- a. To preside over and at all meetings of the Commission, with the right to vote on all questions.
- b. To take all reasonable and necessary action to ensure that the functions and purposes of the Commission, as set forth in the laws and constitution of the State of Louisiana and these Bylaws, are implemented.
- c. To serve as an ex-officio and voting member of each committee of the Commission with all of the rights enjoyed by each other member of such committee. The Commission Chairperson shall be considered a member of a committee in calculating the total number of members of that committee; and if present at a committee meeting, in calculating the number of committee members in attendance at a meeting which are needed to achieve a quorum of that committee.
- d. To perform such other duties as are usually incumbent upon the Chairman of a Louisiana State commission.

2. Duties of Vice-Chairperson

In the absence or disability, for any cause, of the Chairperson, his/her duties shall be performed by the Vice-Chairperson, who shall act in the place and stead of the Chairperson, and shall, in addition, perform such other duties as are usually incumbent upon such officer.

3. Duties of Secretary

- a. The Secretary shall, when required, attest to any official document of the Port or Commission with his/her signature and he/she shall perform such other duties usually incumbent upon such officer
- b. The Secretary shall serve as the Secretary of the Commission and shall also serve as the Secretary of the Port.
- c. The Secretary may authorize one or more assistant secretaries of the Port whom shall serve under the direction of the Commission and/or the Secretary.
- d. In the absence or disability, for any cause, of the Chairperson and Vice Chairperson, the Secretary shall act as Chairperson and shall discharge the duties of that office.

4. Duties of Treasurer

- a. The Treasurer shall, in his official capacity, have review over the finances of the Port, shall sign such documents relating to the business of the Port as may be authorized and directed by the Commission or applicable law, and shall perform such other duties as are usually incumbent upon such officer.
- b. In the absence or disability, for any cause, of the Chairperson, the Vice-Chairperson and the Secretary, the Treasurer shall act as Chairperson and shall discharge the duties of that office.

Article VI: Committees of the Commission

- A. There shall be a Finance Committee and it shall be a standing committee. It shall be composed of four members: the Treasurer, the Executive Director, one Commissioner from the Parish Appointments and one Commissioner from the Governor's Appointments. Two members of the Finance Committee must sign all checks or other evidences of indebtedness issued by the Port.

B. Other Committees

Other Committees may be created as deemed in the Chairperson's discretion and all Committee members shall be appointed by the Commission Chairperson.

C. Membership limitations

No Committee shall consist of more than four (4) Commissioners including the Commission Chairperson.

Only an Aviation or Airport Committee, if created, may include any individual who is not a Commissioner.

D. Meeting Convening, Quorum & Voting

No committee meeting may be convened unless a quorum is present at the time the meeting is convened.

A majority of the members of a committee constitutes a quorum of the committee. In calculating the number of members of a committee and its quorum, the Commission Chairperson and any committee members whom are not Commissioners shall be included in those calculations.

Should a committee member(s) leave or absent himself/herself from the committee meeting after a quorum is established but before the committee meeting is adjourned, the committee meeting may continue, but any action of that committee must consist of the affirmative vote of at least a majority of the full committee, which majority is calculated by considering all committee members, in total, including the Commission chairperson as a member of the committee.

Any action by a committee can only be to recommend a particular action (or inaction) by the full Commission.

Unless specified elsewhere in these Bylaws or some other applicable law, no action required of or by a committee shall be effective unless approved by a majority of the committee members; the calculation of that majority includes the Commission chairperson and any non-commissioner members of that committee.

E. Commissioner Attendance at a Committee Meeting of Which He/She Is Not a Member

A Commissioner who attends a meeting of a committee of which he/she is not a member does so only as an observer *and* he/she may not take part in any deliberations or discussions of the committee. The committee and its chairperson must treat such a Commissioner whom is not on the committee only as an observer and he/she shall be treated for all intents and purposes as a member of the public.

Article VII: Commissioner *per diem*, reasonable travel allowances and other reasonable expense reimbursement

In order to encourage Commissioners' participation in Port affairs and in accordance with the following, as well as La. R.S. 34:2472.D and La. R.S. 34:2473.B(1), it is the intention of the Port to pay to its Commissioners legally-authorized amounts for (a) a *per diem*, (b) a travel allowance, and (c) other reasonable expense reimbursements.

A. *Per diem* to be paid to Commissioners

1. Commission and committee meetings

Each Commissioner who actually attends any officially-called meeting of the Commission or any officially-called meeting of a committee of which he/she is a member shall receive a *per diem* for such attendance.

If any Commissioner attends an officially-called meeting of a committee of which he/she is not a member but so attends in order to educate himself/herself so that he/she is more fully apprised of the issues discussed at such committee meeting so that he/she is more efficiently and thoroughly prepared to consider such issues if and when they come for consideration before the full Commission, then he/she shall receive the Port-authorized Commissioner *per diem* payment for attendance at such officially-called committee meeting even though he/she is not a member of that committee.

2. Port-related business other than Commission/committee meetings

If any Commissioner attends a seminar, meeting, conference, convention or other event related to any Port business and such attendance is intended to educate that Commissioner concerning any subject matter presented at such event, or where such attendance is reasonably intended to benefit the Port, then he/she shall be entitled to receive, and the Port shall pay to him/her, a *per diem* for his/her actual attendance at that event.

In order for such Commissioner to be entitled to any payment under this Bylaws sub-section for attendance at any educational event without an agenda, then, that Commissioner must provide a report (verbal or written) to the Commission on the education received by such attending Commissioner.

3. Commissioner *per diem* amount

In accordance with La. R.S. 34:2472.D, the amount of the Commissioner *per diem* payment shall be the maximum *per diem* authorized for a federal employee as calculated by or under the authority of the Commission Treasurer or his designee.

4. No more than one *per diem* per day

Under no circumstances shall a Commissioner be entitled to receive or be paid more than one (1) *per diem* payment per calendar day.

This includes when a committee meeting is held on the same calendar date as a Commission meeting and a Commissioner(s) attends both the Commission meeting and any such committee meeting(s).

This also includes when more than one committee meeting is held on the same calendar day and a Commissioner attends multiple committee meetings; in such

instance, such Commissioner shall not be entitled to, and shall not be paid, more than one *per diem* even if he/she attends multiple committee meetings or multiple Port-related events.

B. Reasonable travel allowance

All travel and other expenses shall be in conformity to existing "Port of South Louisiana Travel and Expense Regulations" and shall conform to present State statutes.

In accordance with La. R.S. 34:2473.B.(1), the Commission shall adopt or confirm "Port of South Louisiana Commissioner's Travel Regulations" which shall set forth a reasonable travel allowance for Commissioners for each and every travel trip actually taken by a Commissioner in the performance of his/her official duties, which reasonable travel allowance shall remain in effect until amended by a record vote of a majority of the Commission.

Those Port of South Louisiana "Commissioner's Travel Regulations" shall be applicable to *Commissioner's actual* travel for Port-related business, including actual travel to and from Commission and Commission committee meetings as well as to and from Port-related business events other than Commission or Commission committee meetings as described herein.

1. Amount of travel allowance

As a travel allowance, a Commissioner actually attending Port-related business as described herein shall be entitled to, and the Port shall pay to him/her, the maximum travel amounts allowable as described in both the current "Louisiana Travel Policy" published by the Commissioner of Administration as authorized by La. R.S. 39:231 and the current "Travel and Expense Reimbursement Policy" published by the Louisiana Legislative Auditor. In case there is a conflict between the calculatable allowance amount under the Louisiana Travel Policy and the calculatable allowable amount under the Travel and Expense Reimbursement Policy, the Commissioner shall be entitled to receive the higher calculatable amount.

2. Commissioner travel to officially-called meetings of the Commission and committees.

- a. Each Commissioner who actually attends any officially-called meeting of the Commission or any officially-called meeting of a committee of which he/she is a member is entitled to be reimbursed for the cost of actually travelling to that Commission meeting or to that committee meeting.
- b. Each Commissioner who attends an officially-called meeting of a committee of which he/she is not a member but so attends in order to educate himself/herself so that he/she is more fully apprised of the issues discussed at that committee meeting so that he/she is more efficiently and thoroughly prepared to consider

such issues if and when they come for consideration before the full Commission shall be entitled to be reimbursed for the cost of actually travelling to that committee meeting even though he/she is not a member of that committee.

- c. When an officially-called committee meeting(s) is held on the same day and at the same place as a Commission meeting, any Commissioner actually travelling to that committee meeting if he/she is a committee member or, if not a member of that committee, if such attendance is intended by that attending Commissioner to educate himself/herself so that he/she may be fully apprised as to the issues discussed at the committee meeting so that he/she is more efficiently and thoroughly prepared to consider those issues if and when they come before the full Commission, shall not be paid more than one travel allowance amount per calendar day even if he/she attends multiple meetings *unless* the subject meetings are at different physical postal address locations.
- d. In no event shall a Commissioner receive any travel allowance unless he/she actually travels to and attends the meeting(s) or other event.

3. Travel to Port-related business other than to Commission/committee meetings

If any Commissioner actually attends a seminar, meeting, convention, conference or other event related to any Port business and such attendance is intended to educate that Commissioner concerning the subject matter of such event or where such attendance is reasonably intended to benefit the Port, then he/she shall be entitled to receive, and the Port shall pay to him/her, the appropriate travel allowance for his/her actual attendance at that event.

In order for such Commissioner to be entitled to any payment under this Bylaws sub-section for attendance at any educational event without an agenda, then, that Commissioner must provide a report (verbal or written) to the Commission on the education received by such attending Commissioner.

C. Other reasonable expenses reimbursable to a Commissioner

- 1. In accordance with any applicable law, regulation(s), or any Commission action, the Port shall reimburse a Commissioner for any reasonably-incurred non-travel expense for which a Commissioner may be entitled to reimbursement under applicable law, regulations, or duly adopted Port Commission resolution or any Commission-approved policy (such as, for example, a travel policy). In order to be reimbursable by the Port, reimbursement for such reasonable non-travel expense(s) must have been approved for reimbursement by a majority of Commission members prior to such expense's incurrence. However, on a case-by-case basis, the Commission may authorize reimbursement to Commissioners for reasonable non-travel expenses reasonably incurred by him/her in connection with Port business even if not previously approved by a majority of Commission members (such as in emergency or unforeseen events).

2. Evidence of expense or expenditure is required for reimbursement. It is the responsibility of the Commissioner to maintain and submit to the Port the original or a copy of any document (in electronic or other format) evidencing that the Commissioner actually incurred that expense for which he/she seeks reimbursement.
3. Any expense reimbursement evidentiary requirements set forth in the "Louisiana Travel Policy" published by the Commissioner of Administration or the "Travel and Expense Reimbursement Policy" published by the Louisiana Legislative Auditor must be adhered to by any Commissioner who seeks reimbursement of an expense.

D. Disputes/Issues

In case of any issue arising with respect to a Commissioner's request for a *per diem* payment or for reimbursement for any expense or expenditure (including travel), the Port shall consult with its independent auditor or any other certified public accountant (CPA), for advice regarding the subject request. In such instances the advice of the independent auditor or CPA shall be followed unless the Commission, by unanimous vote (other than the vote of the requesting Commissioner, who shall be recused from voting) of the non-requesting Commissioners, determines that there are extraordinary circumstances to not follow the consultant's advice.

Article VIII: Executive Director of the Port

A. Chief Executive Officer

The Executive Director shall be the Port's chief executive officer. It shall be the Executive Director's responsibility to carry out the policies and projects of the Port as a prudent administrator. Subject to applicable law, the Executive Director shall be responsible directly to the Commission for all administrative, managerial, financial, economic development and public relations affairs of the Port. Also subject to applicable law, the Executive Director shall have charge, supervision and control of the Port's properties and shall be responsible for the efficient and economic administration of the business of the Port and its operations and assets, including, but not limited to, implementing the tariffs of the Port and any regulations and resolutions validly adopted by the Commission.

B. Port Employees

Subject to applicable law and these Bylaws, the Executive Director shall have supervisory and administrative control over the employees of the Port and all of its departments.

1. Organizational Chart

a. "Organizational Chart" defined

For budgetary purposes the Executive Director shall generate and maintain an organizational chart designating, identifying and reflecting:

- i. All Port employment positions (classified and unclassified);
- ii. All duties, responsibilities and authorities of each and every Port employment position;
- iii. The respective employment position in the Organizational Chart to which each immediately subordinate employment position reports (except for the Executive Director, whom reports only to the Commission); and
- iv. The current, up-to-date compensation (including salary and all benefits, if any) for each such employment position of the Port.

(hereafter, the "Organizational Chart").

- b. The Executive Director shall provide to each Commissioner a written copy of the Organizational Chart at the same time as provided by these Bylaws for his/her providing the proposed budget. As he/she deems necessary, the Executive Director may amend the Organizational Chart during a fiscal year after the budget is adopted or implemented. The Executive Director shall immediately notify the Commissioners of such amendment. There is no requirement that the Commission approve any Organizational Chart amendment in order for it to become effective. Except for an amendment(s) simply changing the name of the individual(s) in an already-existing employment position, the amendment shall become effective only after the Commissioners have received forty five (45) days' written notice thereof. However, even this 45-day notice provision may be waived or modified by the Commission at its discretion on a case-by-case basis.

2. Roster

For budgetary purposes the Executive Director shall generate and maintain a roster of all Port employees which includes at least each employment position, the compensation currently payable to that employment position, and the identity of the individual filling that employment position (hereafter, the "Employee Roster").

- a. Whenever there is any change in the identity of any individual(s) actually filling any employment position or whenever there is any change in any

compensation of any employee/employment position, the Executive Director shall immediately notify the Commissioners, in writing, of the change(s) and the reason(s) for the change(s).

3. The Port may employ no individual unless that individual's employment position, name and compensation is identified and reflected in the Organizational Chart/Employee Roster as set forth in this Bylaws sub-section VIII.B.

C. Commission-designated authority

Subject to applicable law, and in instances where applicable law does not vest in or limit the authority of the Executive Director, in order to carry out the policies or projects of the Port the Executive Director may be authorized and/or directed by Commission resolution to act for the Port in any matter the Commission deems proper.

D. Authority per La. R.S. 34:2473 (B)(3), (F)(1), and (F)(2) (or any of their successors)

The Executive Director, subject to applicable State law, shall have the authority to obligate the Port for an amount not to exceed \$50,000 for (a) a contract to purchase (from one person, corporation, or entity) materials, supplies, and equipment for the betterment, improvement, or maintenance of the Port's facilities, (b) professional services contracts, and (c) contracts for a duration of not more than one year (except contracts for employment of unclassified personnel, which are entered into by the Executive Director in the discharge of his official duties as provided in La. R.S. 34:2471 *et seq.*).

E. Port Tariff of Rates, Charges and Regulations:

In accordance with applicable law, the Executive Director shall prepare (or cause to be prepared) a tariff reflecting all rates and charges levied or to be levied by the Port and related to its operational procedures and regulations which, after approval by the Commission, shall be published and filed with the Federal Maritime Administration (the "FMA"), and then implemented (or caused to be implemented) by the Executive Director.

Tariff rates, changes and regulations may be amended at any meeting of the Commission as provided for in the Tariff of the Port.

F. Review of Corps of Engineers Permit Application by Third Parties/Issuance of Letters of No Objection

The Executive Director shall review, or cause a review under his/her supervision of, all relevant applications by any third parties for permits to be issued by the U.S. Army

Corps of Engineers ("COE") or requests for letters of no objection from the Port which are sought by third parties which affect, or could affect, the Port or Port operations.

1. Permit applications

a. Applications not adversely affecting the Port

Any COE permit application filed by a third party which in no way adversely affects any interests of the Port, as determined by the Executive Director after review and consideration, does not require any further action by the Port.

b. Applications which may affect the Port

Appropriate action shall be taken by the Port regarding applications for COE or other permits which could adversely affect the interests of the Port, as determined by the Executive Director after review and consideration. Such appropriate actions may include writing letters of objection in the name of or on behalf of the Port, appearing at hearings to present objections, or other action indicated (or any combination of such actions) as determined by the Port.

2. Letters of "no objection"

Requests for letters of no objection shall be granted only after it has been determined by the Executive Director that the requested permit or subject action poses no possible adverse effects to the Port's interest(s).

G. Operating Budget

1. Proposed budget and adoption

a. Preparation

The Executive Director, with whatever assistance he/she deems necessary, shall prepare a proposed operating budget consisting of the expected revenues and expenses for the next fiscal year.

b. Submission to the Commission for consideration of the proposed budget

Not later than the last day of February of each calendar year the proposed budget prepared by the Executive Director shall be presented to the Commission which, after consideration, shall approve budget for the upcoming fiscal year. If the last day of February falls on a weekend or a legal holiday, then the Executive Director shall present to the Commission for approval the budget for the upcoming fiscal year on the day prior to that weekend or legal holiday.

2. Budget amendments

In accordance with applicable law and when it deems appropriate, the Commission may amend the Port's operating budget during any fiscal year.

H. Permitting Port -Controlled Property

The Commission, on behalf of the Port, shall, by majority vote, promulgate rules and regulations for permitting use, construction and/or development of property which the Port owns or controls (by lease or otherwise).

I. Employee Expenses/Expenditure Reimbursement

i. Regulations

Subject to all applicable law, the Executive Director shall promulgate leave policies and regulations and travel and expense reimbursement regulations, for all officers and employees of the Port. A copy of all such policies and regulations (including any modifications) shall be provided to the Commissioners by the Executive Director.

ii. Reporting

Whenever any Port employee is reimbursed for any material expenditure/expense (travel and/or non-travel), the Executive Director or his designee shall provide to the Commissioners a written report on the results or benefits to the Port of that expenditure/expense.

Article IX Amendment of Bylaws

These Bylaws may be amended at any meeting of the Commission by a majority vote of the Commissioners, provided that a draft of the proposed amendment(s) shall have been sent via electronic mail or hand delivery to each Commissioner at least ten (10) days in advance of the meeting at which such amendment is to be considered for approval.

Article X: Effective Date and General Matters

A. Effective date

These Bylaws, adopted this 25th day of June, 2025, are effective immediately and they amend and replace any and all previous Bylaws of the Port or Commission.

B. Conflicts of Laws

In the event of any conflict between these Bylaws and any Legislative Act or statute, the Legislative Act or statute shall apply and supersede these Bylaws.

Port of South Louisiana

June 25, 2025

The following resolution was offered by Commissioner Scatena and seconded by Commissioner Duke:

RESOLUTION

A resolution of the Board of Commissioners (the "Board") of the Port of South Louisiana (the "Port") selecting Maintenance Dredging 1, LLC ("MD1") to perform annual maintenance dredging services and approving the Maintenance Dredging Contract.

WHEREAS, the Port, a political subdivision of the State of Louisiana, solicited proposals from entities pursuant to a Request for Proposals to perform annual maintenance dredging services at its Globalplex Facility and Marine Operations Dock;

WHEREAS, MD1 submitted a proposal which contained pricing collectively to perform annual maintenance dredging services at the Port's Globalplex Facility and Marine Operations Dock and also to perform annual maintenance dredging services at the Port's Mobile Command Center (new) Dock;

WHEREAS, upon consideration of the proposals received, the Port deems the selection of MD1 most advantageous as MD1 has previously performed the dredging services and proposed to continue the same services without an increase in pricing; and,

WHEREAS, in addition to the selection of MD1 to perform annual maintenance dredging services at the Port's Globalplex Facility and Marine Operations Dock, the Port desires for the contract to provide that MD1 may also perform annual maintenance dredging services at the Port's Mobile Command Center (new) Dock as additional services.

NOW, THEREFORE, BE IT RESOLVED by the Board, acting as the governing authority of the Port, that:

SECTION 1. Whereas clauses adopted. The foregoing whereas clauses are hereby adopted as set forth in the preamble to this resolution.

SECTION 2. Approvals. The Board hereby selects Maintenance Dredging 1, LLC to perform annual maintenance dredging services at its Globalplex Facility and Marine Operations Dock pursuant to the Request for Proposals and approves the Maintenance Dredging Contract attached hereto as Exhibit A, which includes that Maintenance Dredging 1, LLC may also perform annual maintenance dredging services at the Port's Mobile Command Center (new) Dock as additional services.

SECTION 3. Authorization. The Board hereby authorizes its Executive Director Paul Matthews (the "Authorized Officer"), on behalf of the Port to undertake the following; and hereby

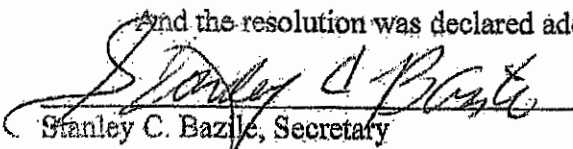
ratifies any and all actions previously taken by such authorized officer on behalf of the Port with respect thereto:

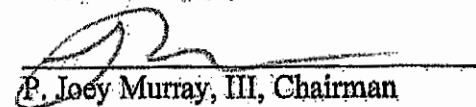
1. To take all actions that the Authorized Officer believes is necessary and reasonable in furtherance of the foregoing, including the authority to execute any and all other documents, certificates, instruments, and writings as may be necessary to carry out the purposes of this Resolution; and
2. To do any and all things necessary and incidental to carry out the provisions of this Resolution.

This Resolution having been submitted to a vote, the vote thereon was as follows:

Member	Yea	Nay	Absent	Abstaining
Stanley C. Bazile	X			
Jason Duhe	X			
P. Joey Murray, III	X			
Joey Scontrino, III	X			
Florence Dumas	X			
Louis A. Joseph			X	
Julie M. Hebert	X			
Robbie LeBlanc			X	
Ryan E. Burks	X			

And the resolution was declared adopted on this, the 25th day of June, 2025.


Stanley C. Bazile, Secretary


P. Joey Murray, III, Chairman

CERTIFICATION

I hereby certify that the above foregoing is a true and correct copy of a Resolution adopted at a Regular Meeting of the Port of South Louisiana and held on this 25th day of June, 2025 in which a quorum was present and voting and that the Resolution adopted is still in effect and has not been rescinded or revoked.

Signed at Reserve, Louisiana on the 25th day of June, 2025.


Secretary

DREDGING SERVICE AGREEMENT

This Service Agreement (hereinafter the "Agreement") is made and entered into by and between the following parties: Maintenance Dredging 1 whose address is 10557 Airline Highway, St. Rose, Louisiana (hereinafter "Contractor") and Port of South Louisiana, a political subdivision of the State of Louisiana, created, operating and existing under the provisions of Chapter 30, Title 34 of the Louisiana Revised Statutes of 1950, whose address is 1720 Louisiana Highway 44, Reserve, LA 70084 (hereinafter the "POSL" or "Owner") (Contractor and Owner are sometimes collectively referred to herein as the "Parties"). The effective date of this Agreement shall be as of the last date signed by either of the Parties below.

1. **Scope of Work:** Contractor shall furnish all labor, materials, supplies, equipment, tools, and supervision necessary to complete the Work in accordance with the Request for Proposal and Contractor's proposal dated April 22, 2025 (the "Proposal"). The "Contract Documents" shall be defined as this Agreement, Request for Proposal and the Contractor's Proposal. To the extent that there is any conflict or contradiction between the terms of this Agreement and the Proposal, the Parties agree that this Agreement shall govern. The intent of the Contract Documents is to include all items necessary and incidental for the proper execution and completion of the Work.
2. **Contract Sum:** Owner shall pay the Contractor in current funds for the performance of the Contractor's Work an annual sum of Three Hundred Three Thousand Six Hundred Dollars and No/100 (\$303,600.00) or Twenty-five Thousand Three Hundred Dollars and No/100 (\$25,300.00) in monthly payments.

Any downtime due to debris (trash, cable, rope, logs, etc.) and/or standby due to ship or barge traffic directed by Port will be at a rate of \$1650.00 per hour.
3. **CONTRACT TIME:** The term of this Agreement shall commence on August 1, 2025 and shall expire on August 1, 2030. The parties shall have the option to extend the term of this Agreement for an additional two (2) years if mutually agreeable by the parties.
4. **Payments:** The Owner shall make monthly payments of the Contract Sum upon receipt of a monthly email invoice to: ap@portsl.com or mail to Port of South Louisiana, Post Office Box AE, Reserve, Louisiana 70084. Owner will pay invoices within thirty (30) days of receipt.
5. **Additional Services:** Owner and Contractor hereby agree that Contractor may provide services (one water injection/suction dredge) to the Port's Mobile Command Center(new) Dock for an additional monthly fee of Twenty-four seven Hundred and Fifty Dollars (\$24,750.00). Any other additional Work shall be in writing and agreed upon by both the Owner and the Contractor.

6. Owner Representations/Obligations:

- 6.1. Owner represents and warrants to Contractor that it is the owner of record, legally and beneficially, of the Property or is under contract to purchase the property, and has the full and entire right, power, and authority to enter into this Agreement.
- 6.2. Owner represents and warrants to Contractor that it has on hand, or has legally binding commitments for all financing necessary to enable it to pay the Contract Sum, as same may be adjusted in accordance with the terms of this Agreement.

7. Contractor Representations/Obligations:

- 7.1. Contractor to field-verify all existing conditions and dimensions prior to construction.
- 7.2. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Contractor's Work, including but not limited to inspection of the existing structure framing to support temporary construction loading and conditions. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all employees on the Contractor's Work and other persons who may be affected thereby, (2) all the Contractor's Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. The Contractor shall promptly remedy all damage or loss to any property, moveable or immovable, including the Contractor's Work, located on the Property or adjacent thereto, and caused in whole or in part by the Contractor, or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable.
- 7.3. Contractor shall supervise and direct the Contractor's Work using his best skill and attention, and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures, including but not limited to the design, safety and implementation of all required sequencing, temporary shoring and bracing necessary to perform the work, erect, retrofit or repair the existing structure, and for coordinating all portions of the Contractor's Work with any and all other trades, subcontractors, and material suppliers.
- 7.4. Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation, storage and other facilities and services necessary for the proper execution and completion of the Contractor's Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Contractor's Work.
- 7.5. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of

the Contractor's Work and shall promptly notify Owner, in writing, if the Contract Documents are at variance therewith prior to proceeding with any such Work. By proceeding with any item of Work, the Contractor takes full responsibility for completion of that item of Work in full conformance with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Contractor's Work.

- 7.6. Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Contractor's Work, Contractor shall remove all its waste materials and rubbish from and about the Property as well as its tools, construction equipment and machinery.
- 7.7. Contractor warrants to Owner that all Contractor's Work will be of good quality and in strict conformance with the Contract Documents. Contractor shall be responsible for its own quality control of the Work performed. No action or inaction of the Owner will be deemed to excuse or relieve the Contractor for its own quality control or for any defective Work performed.
- 7.8. Contractor is an independent contractor and shall effectively secure and protect its work, and shall bear and be liable for all loss or damages of any kind which may happen to the work of any materials to be incorporated therein at any time prior to completion and acceptance thereof.
8. **Contractor Warranty:** Contractor shall promptly correct any of Contractor's Work which fails to conform to the Contract Documents whether observed before or after final completion and whether or not fabricated, installed or completed. This obligation shall extend for a period of two (2) calendar year from the date of final payment to the Contractor or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. The provisions of this paragraph apply to all of Contractor's Work, whether done by or on behalf of Contractor.
9. **Liens:** Contractor agrees to turn all Work over to Owner in good condition and free and clear of all claims, encumbrances, and liens for labor, services, equipment, or materials.
10. **Insurance:** Contractor shall obtain and maintain at its expense, with good and solvent insurers, satisfactory to Owner, duly licensed to do business in the State of Louisiana, (Contractor's approval of an insurer shall not be unreasonably withheld) the following policies of insurance:

Workers Compensation: Statutory and in compliance with the laws of the state in which Work is performed.

General Liability: Coverage for bodily injury and property damage liability insuring all operations of Contractor including all operations of all subcontractors of Contractor and including the contractual assumption of liability by Contractor as set forth in this Agreement. Minimum limits required of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate.

Automobile: Comprehensive coverage insuring bodily injury and property damage for all of Contractor's owned, hired and non-owned vehicles.

- 10.1. The General Liability policy shall name Owner as an additional insured. Contractor acknowledges that the amount to be paid to Contractor under this Agreement includes stipulated consideration to compensate Contractor for the procurement of additional insured coverage for Owner. Deductibles on all policies shall be the responsibility of the Contractor for the account of Owner. All policies shall afford primary coverage, without any contribution or reimbursement, in whole or in part, by any insurance maintained by Owner. A waiver of subrogation shall be issued in favor of Owner.
- 10.2. Certificates of insurance shall be furnished to Owner by Contractor prior to commencement of work, and Owner shall have the right to inspect the original policies at all reasonable times.
- 10.3. Failure of Contractor to obtain and maintain in effect any of said insurance policies or to furnish certificates of insurance or allow inspection of policies, shall constitute a material breach of this agreement. In the event of Contractor's failure to obtain and maintain said insurance, Contractor agrees to indemnify and hold harmless Owner against all loss and expense whatsoever which Owner could have avoided or for which Owner could have been reimbursed if Contractor had obtained and maintained said insurance.

11. Default/Termination:

- 11.1. Should the Contractor fail to perform, the Owner may, after reasonable notice to the Contractor, call in outside assistance as it deems necessary to remedy the failure, deducting the cost of such work from the contract price set out above.
- 11.2. The Contractor shall be deemed in default if at any time Contractor shall (a) refuse or for any reason fail at any time to prosecute the Work in a diligent, efficient, timely, workmanlike, skillful, cooperative, safe, and careful manner; (b) fail to pay its bills and discharge its obligations under this Agreement, or (c) fail to perform any term or condition of any part of the Contract Documents. The Owner, after written notice to the Contractor to make good the deficiency and/or deficiencies and Contractor's failure to do so within ten (10) days, may terminate this Agreement in whole or in part.
- 11.3. Upon termination of this Agreement for default in whole or in part by the Owner, the Contractor shall be liable for all expenses of completing the Work.
- 11.4. The Owner shall have the right upon three (3) days written notice to the Contractor to terminate this Agreement for convenience without cause. Upon receipt of such notice, the Contractor shall do only that work set forth in the Contractor's notice. In the event of such no cause termination, the Contractor shall be entitled to payment for all work performed.

12. **Indemnity:** Contractor hereby agrees, to the fullest extent permitted by law, to indemnify, defend, save harmless, pay for and exonerate the Owner, its agents, representatives, and/or employees, from any loss, liability, or expense, including attorney's fees, which the Owner incurs or which is claimed against the Owner arising from or in any way whatsoever connected with or as a result of any act, error, omission, or failure to act or failure to perform for which the Contractor may be held liable, or as a result of the Contractor's failure to pay any bills or discharge any of its obligations relating to the project or this Agreement.
13. **Statutory Employer:** Pursuant to La. R.S. 23:1031 and 23:1061, Owner and Contractor contract, agree and stipulate that Owner shall, solely for workmen's compensation purposes, be the statutory employer of any and all of Contractor's employees, and any employees of any subcontractor or agent hired, or retained in any manner by Contractor (and any other person for whom Contractor may be held responsible) while any of said persons are performing any work or providing any services under this agreement. In that regard, Owner and Contractor contract, stipulate and agree that all work performed under this agreement shall be part of Owner's trade, business and occupation, and shall be specifically considered an integral part of and essential to the ability of Owner to generate its services, products and goods. Owner and Contractor further contract, stipulate and agree that the services or work provided by any subcontractor or other person retained by Contractor for the performance of any work or service under this agreement shall be contemplated by and included in this provision.
14. **Third-Party Beneficiaries:** There shall be no third-party beneficiaries to this Agreement.
15. **Choice of Law:** Without regard to any applicable conflicts of law provisions, this Agreement shall be governed by the substantive laws of the State of Louisiana.
16. **Dispute Resolution:** As to any dispute relating to this Agreement or the Work, the Parties hereto waive the right to a jury trial and agree to the exclusive jurisdiction in the 40th Judicial District for the Parish of St. John the Baptist, Louisiana.
17. **Miscellaneous Provisions:**
- 17.1. This Agreement may not be assigned by Contractor to anyone by operation of law or otherwise without the express prior written consent of Owner (which consent may be granted or withheld in the sole discretion of Owner).
- 17.2. The Parties acknowledge that they have read and understood the terms of this Agreement; and knowingly and willingly agree to the terms. The Parties further agrees that this Agreement shall not be construed or interpreted against either Party as the drafter of this Agreement.

17.3. This Agreement and the incorporated Contract Documents shall constitute the sole and entire agreement between the Parties whose signatures are affixed below and may not be modified in any way except by written agreement of the parties.

17.4. This Agreement and each of its terms and conditions shall be enforced to the fullest extent permissible by law. Each provision of this Agreement is intended to be severable. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable and such provision is not subject to modification so as to render it enforceable under applicable law, the same shall not affect the validity or enforceability of any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained therein; provided, however, that no provision shall be severed if it is clearly apparent under the circumstances that the Parties hereto would not have entered into the Agreement without such provision.

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

OWNER:

By: _____

Name: _____

Title: _____

Date: _____

PORT OF SOUTH LOUISIANA

June 25, 2025

The following resolution was offered by Commissioner Scantrino and
seconded by Commissioner Dumas:

RESOLUTION

**A resolution authorizing the Port of South Louisiana to enter into a
Right-of-Way and Servitude Agreement between the Port of South
Louisiana and Air Products Blue Energy LLC**

WHEREAS, the Port of South Louisiana (the "Port") is a political subdivision of the State of Louisiana (the "State") and a port, harbor, and terminal district created and existing pursuant to Chapter 30 of Title 34 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 34:2471 through 2477, inclusive), and other relevant constitutional and statutory authority (the "Port Statutes");

WHEREAS, pursuant to La. R.S. 34:2473(E), the Port has the authority to make and enter into contracts, leases and other agreements for the use of facilities of the Port or any part or portion thereon;

WHEREAS, the Port, as Grantor, and Air Products Blue Energy LLC ("Air Products"), as Grantee ("Grantee"), desire to enter into a Right-of-Way and Servitude Agreement (the "Servitude Agreement") wherein the Port will grant to Air Products, and Air Products will accept from the Port a servitude fifty feet in width and 1,579.89 linear feet or \pm 95.33 rods to lay, construct, maintain, use, alter, inspect, operate, repair, replace, and remove up to two (2) twenty-four inch (24") pipelines for the transportation and measurement of industrial gases (including carbon dioxide and hydrogen) and liquids and appurtenances thereto (including but not limited to air patrol markers, valves and corrosion control equipment, above and below ground) upon, over, through and under lands situated in St. John the Baptist Parish, Louisiana, as described in the proposed Servitude Agreement, a copy of which is attached hereto as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Port of South Louisiana, acting as governing authority of the Port of South Louisiana, that:

SECTION 1. Whereas Clauses Adopted. The foregoing whereas clauses are hereby adopted as set forth in the preamble to this Resolution.

SECTION 2. Approvals. The Board hereby authorizes the Port to enter into the Servitude Agreement, in the form attached hereto as Exhibit 1 with the Authorized Officer (defined below), executing the Servitude Agreement.

SECTION 3. Authorization. The Board hereby authorizes its Executive Director Paul Matthews (the "Authorized Officer"), on behalf of the Port to undertake the following, and hereby ratifies any and all actions previously taken by such Authorized Officer on behalf of the Port with respect thereto:

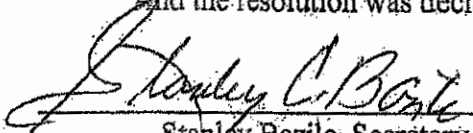
1. to take all actions that the Authorized Officer believes is necessary and reasonable in furtherance of the foregoing, including the authority to execute any and all other documents, certificates, instruments, and writings as may be necessary to carry out the purposes of this Resolution; and
2. to do any and all things necessary and incidental to carry out the provisions of this Resolution.

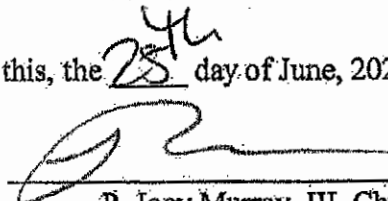
SECTION 4. Condition for Effectiveness. This Resolution shall only take effect after a baseline environmental inspection of the property subject to the Servitude Agreement has been obtained by counsel for the Port which has engaged the environmental consultant.

This Resolution having been submitted to a vote, the vote thereon was as follows:

<u>Member</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstaining</u>
Stanley C. Bazile	X			
Jason Duhe	X			
P. Joey Murray, III	X			
Joey Scontrino, III	X			
Florence Dumas	X			
Louis A. Joseph			X	
Julie M. Hebert	X			
Robbie LeBlanc			X	
Ryan E. Burks	X			

and the resolution was declared adopted on this, the 25th day of June, 2025.

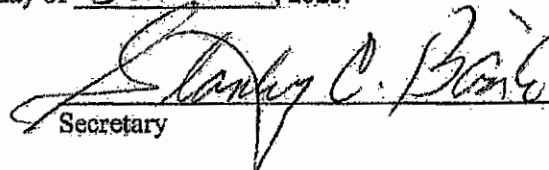

Stanley Bazile, Secretary


P. Joey Murray, III, Chairman

CERTIFICATION

I hereby certify that the above foregoing is a true and correct copy of a Resolution adopted at a Regular Meeting of the Port of South Louisiana and held on this 25th day of June, 2025 in which a quorum was present and voting and that the Resolution adopted has not been rescinded or revoked.

Signed at Reserve, Louisiana on the 25th day of June, 2025.


Secretary

PORT OF SOUTH LOUISIANA

June 25, 2025

The following resolution was offered by Commissioner Hebert and
seconded by Commissioner Dumas:

RESOLUTION

A resolution authorizing the Port of South Louisiana to enter into an Amendment to its Lease with Baumer Foods, Inc. and to Terminate its Lease with Pinnacle Polymers

WHEREAS, the Port of South Louisiana (the "Port") is a political subdivision of the State of Louisiana (the "State") and a port, harbor, and terminal district created and existing pursuant to Chapter 30 of Title 34 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 34:2471 through 2477, inclusive), and other relevant constitutional and statutory authority (the "Port Statutes");

WHEREAS, pursuant to La. R.S. 34:2473(E), the Port has the authority to make and enter into contracts, leases and other agreements for the use of facilities of the Port or any part or portion thereon;

WHEREAS, the Port of South Louisiana Commission as Lessor (the "Port" or "Lessor") and Baumer Foods, Inc. as Lessee ("Baumer Foods" or "Lessee") entered into a certain lease (the "Original Lease") executed on March 24, 2022 for certain premises (the "Leased Premises") described therein which has a municipal address of 573 West 10th Street, Reserve, Louisiana 70084 and which totals approximately 172,620 sf.

WHEREAS, the Leased Premises in the Original Lease did not include 20,034 square feet in adjoining space (the "Adjoining Space") under the same roof as the Leased Premises which was leased by the Port to Pinnacle Polymers (the "Pinnacle Polymers Lease") and as shown on Exhibit A to the Original Lease.

WHEREAS, the Port and Baumer Foods would now like to include the Adjoining Space as part of the Leased Premises under the Original Lease and to make certain other changes to the Original Lease.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Port of South Louisiana, acting as governing authority of the Port of South Louisiana, that:

SECTION 1. Whereas Clauses Adopted. The foregoing whereas clauses are hereby adopted as set forth in the preamble to this Resolution.

SECTION 2. Approvals. The Board hereby authorizes the Port (i) to enter into an Amendment to the Lease with Baumer Foods, Inc. for the Adjoining Space effective upon the termination of the Pinnacle Polymers Lease and substantially in the form and with the terms for such Amendment as shown on Exhibit 1 hereto and (ii) for the Port to provide notice to Pinnacle

Polymers of the termination of the Pinnacle Polymers Lease for the Adjoining Space upon 90 days notice or such earlier time as Pinnacle Polymers and the Port may agree.

SECTION 3. Authorization. The Board hereby authorizes its Executive Director Paul Matthews (the "Authorized Officer"), on behalf of the Port to undertake the following, and hereby ratifies any and all actions previously taken by such Authorized Officer on behalf of the Port with respect thereto:

1. to take all actions that the Authorized Officer believes is necessary and reasonable in furtherance of the foregoing, including the authority to execute any and all other documents, certificates, instruments, and writings as may be necessary to carry out the purposes of this Resolution; and
2. to do any and all things necessary and incidental to carry out the provisions of this Resolution.

This Resolution having been submitted to a vote, the vote thereon was as follows:

Member	Yea	Nay	Absent	Abstaining
Stanley C. Bazile	X			
Jason Duhe	X			
P. Joey Murray, III	X			
Joey Secontrino, III	X			
Florence Dumas	X			
Louis A. Joseph			X	
Julie M. Hebert				
Robbie LeBlanc			X	
Ryan E. Burks	X			

And the resolution was declared adopted on this, the 28th day of June, 2025.

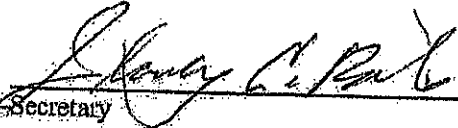

Stanley C. Bazile, Secretary


P. Joey Murray, III, Chairman

CERTIFICATION

I hereby certify that the above foregoing is a true and correct copy of a Resolution adopted at a Regular Meeting of the Port of South Louisiana and held on this 25th day of June, 2025 in which a quorum was present and voting and that the Resolution adopted has not been rescinded or revoked.

Signed at Reserve, Louisiana on the 25th day of June, 2025.


Secretary

The following Resolution was offered by Bueks and seconded by Hebert.

RESOLUTION
ECI Gulf Coast Parts and Service, Inc. (E-Crane)

WHEREAS, ECI Gulf Coast Parts and Service, Inc. (E-Crane) is requesting that the Port of South Louisiana, holder of Foreign Trade Zone No. 124, sponsor an application to obtain a subzone status for its company located at 1309 Unifab Road, New Iberia, Louisiana 70560;

WHEREAS, the facility serves as a warehouse/yard for assembly and a location for storage of components imported from Europe for customers in the United States and abroad;

WHEREAS, E-Crane has determined that with FTZ status its facility in New Iberia could be the location of its entire Gulf Coast, Central America and Caribbean Operations, serving the entire demand from this specific location; This would create more local jobs and boost the local and state economy;

WHEREAS, the Port has requested written Letters of Support from Iberia Parish's- Council, School Board and Sheriff;

WHEREAS, the Port of South Louisiana has no objection to sponsoring an application on behalf of E-crane for Foreign Trade Zone subzone designation.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Port of South Louisiana, acting as governing authority of the Port of South Louisiana, that:

SECTION 1. Whereas Clauses Adopted. The foregoing whereas clauses are hereby adopted as set forth in the preamble to this Resolution.

SECTION 2. Approvals. The Board hereby directs and authorizes the Port of South Louisiana to sponsor an application on behalf of ECI Gulf Coast Parts and Service, Inc. for Foreign Trade Zone subzone designation.

SECTION 3. Authorization. The Board hereby authorizes the Executive Director Officer (the "Authorized Officer"), on behalf of the Port to undertake the foregoing action set forth in the Approvals in Section 2 above, and to take all actions that the Authorized Officer believes is necessary and reasonable in furtherance of the foregoing, including the authority to execute any and all other documents.

SECTION 4. The Authorized Officer is hereby authorized to do any and all things necessary and incidental to carry out the provisions of this Resolution.

And the resolution was declared adopted on this, the 25th day of June, 2025.

Member	Yea	Nay	Absent	Abstaining
Stanley C. Bazile	X			
Jason Duhe	X			
P. Joey Murray, III	X			
Joey Scontrino, III	X			
Florence Dumas	X			
Louis A. Joseph			X	
Julie M. Hebert	X			
Robbie LeBlanc			X	
Ryan E. Burks	X			

Stanley C. Bazile
Stanley C. Bazile, Secretary

P. Joey Murray, III
P. Joey Murray, III, Chairman

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a Regular meeting of the Port of South Louisiana held on the 25 day of June, 2025, in which a quorum was present and voting and that the resolution adopted is still in full force and effect and has not been rescinded or revoked.

Signed at Reserve, LA on the 25th day of June, 2025.

Stanley C. Bazile
SECRETARY



**PORT OF
SOUTH LOUISIANA**
Celebrating 65 Years in Operation!

Exhibit II

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BLACKHAWK FLIGHT FOUNDATION, INC.
AND PORT OF SOUTH LOUISIANA**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated _____ 2025, and is entered into voluntarily by and among the Port of South Louisiana, located at 1720 Louisiana Highway, Reserve, La 70084 (the "POSL"), herein represented by its Executive Director, Paul Matthews, and the Blackhawk Flight Foundation, Inc., a 501(c)3 nonprofit foundation registered in the State of Louisiana and located in Mandeville, Louisiana 70448 (the "BHFF") (collectively, the "Parties").

WHEREAS, the POSL Executive Regional Airport ("Airport") is owned and operated by the POSL;

WHEREAS, the BHFF's mission is to utilize an aeronautical theme to promote the study and mastery of education skills by establishing and providing an on-site Science, Technology, Engineering and Mathematics ("STEM") related aviation experience to the public;

WHEREAS, POSL may have available facilities and/or real estate at the Airport to support this effort in appropriate phases; and

WHEREAS, it is the interest of both Parties to promote aviation at the Airport and related workforce opportunities in our State; and

WHEREAS, this MOU, although not legally binding on the Parties, it is a voluntary agreement based on the belief and commitment of the undersigned entities that may result in separate, legally binding agreements, including but not limited to formal written letter of intents, lease agreements, cooperating endeavor agreements, operating agreements, etc. and in certain terms and conditions as required by and subject to requirements of the Federal Aviation Administration ("FAA") for federally obligated airports and state/local laws; and

NOW THEREFORE, in consideration of the above and the mutual covenants and agreements herein, the POSL and BHFF hereby agree as follows:

1. This MOU shall take effect upon the date of its approval by the POSL's Board of Commissioners and shall extend for a period of five (5) years with an option to renew for an additional five, one (1) year options. Written notice to renew this MOU must be provided

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thirty (30) days prior to the expiration of the primary term and each option period. This MOU may be terminated by either party on thirty (30) days written notice.

2. The Parties agree to communicate efforts routinely and regularly surrounding the efforts identified in this MOU and provide periodic updates and associated timelines to the POSL's Board of Commissioners.
3. The Parties agree that POSL may aid BHFF in sourcing external funding assistance from time to time and provide other resources as needed or determined in its sole discretion by the POSL and its Board of Commissioners.
4. This MOU shall be subject to the laws of the State of Louisiana.
5. Each of the Parties shall bear its own costs and expenses in connection with this MOU and any related agreements and in the performance of the responsibilities herein.
6. This MOU may not be assigned by operation of law or without the express prior written consent of the other party hereto and approved by the POSL's Board of Commissioners.
7. No modification of this MOU or waiver of its terms of conditions shall be binding upon either party, unless approved in writing by both Parties. BHFF expressly acknowledges that employees of the POSL and the Airport have no authority to bind the POSL without their action being duly approved by the POSL's Board of Commissioners, as determined solely by the POSL.

IN WITNESS WHEREOF, the Parties have each executed this MOU this ____ day of _____, 2025.

BLACKHAWK FLIGHT FOUNDATION, INC.

PORT OF SOUTH LOUISIANA

By: _____

B.J. PERRET
EXECUTIVE DIRECTOR

By: _____

PAUL MATTHEWS
EXECUTIVE DIRECTOR

Exhibit 11J.

PORT OF SOUTH LOUISIANA

June 25, 2025

The following resolution was offered by Stanley Bazile and
seconded by Ryan Burks:

RESOLUTION

A resolution ratifying the letter of support and related Louisiana International Terminal support items sent on behalf of the Port of South Louisiana

WHEREAS, the Port of South Louisiana (the "Port") is a political subdivision of the State of Louisiana, and a port, harbor, and terminal district created and existing pursuant to Chapter 30 of Title 34 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 34:2471 through 2477, inclusive), and other relevant constitutional and statutory authority;

WHEREAS, the Port seeks to foster economic development not only within its jurisdictional boundaries but also all along the Mississippi River path through the State of Louisiana;

WHEREAS, the Port is supportive of the Louisiana International Terminal and St. Bernard Transportation Corridor Infrastructure project (collectively, the "LIT Project");

WHEREAS, on or about June 12, 2025 the Port's Executive Director sent a letter on behalf of the Port to the New Orleans City Council in support of the LIT Project; and

WHEREAS, the Board wants to also show its support of the LIT Project;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Port of South Louisiana, acting as governing authority of the Port of South Louisiana, that:

SECTION 1. Whereas Clauses Adopted. The foregoing whereas clauses are hereby adopted as set forth in the preamble to this Resolution.

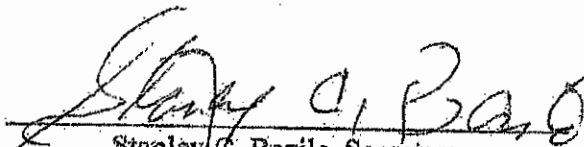
SECTION 2. Approvals. The Board hereby approves of and ratifies the action of the Port's Executive Director in sending the letter dated June 12, 2025 (a copy of which is attached hereto) on behalf of the Port to the New Orleans City Council in support of the LIT Project.

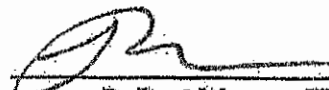
SECTION 3. Authorization. The Board hereby authorizes its Executive Director Paul Matthews (the "Authorized Officer"), on behalf of the Port to undertake the following, and hereby ratifies any and all actions previously taken by such Authorized Officer on behalf of the Port with respect thereto:

1. to take all actions that the Authorized Officer believes is necessary and reasonable in furtherance of the foregoing, including the authority to execute any and all other documents, certificates, instruments, and writings as may be necessary to carry out the purposes of this Resolution; and
2. to do any and all things necessary and incidental to carry out the provisions of this Resolution.

And the resolution was declared adopted on this, the 25th day of June, 2025.

Member	Yea	Nay	Absent	Abstaining
Stanley C. Bazile	<input checked="" type="checkbox"/>			
Jason Duhe	<input checked="" type="checkbox"/>			
P. Joey Murray, III	<input checked="" type="checkbox"/>			
Joey Scontrino, III	<input checked="" type="checkbox"/>			
Florence Dumas	<input checked="" type="checkbox"/>			
Louis A. Joseph			<input checked="" type="checkbox"/>	
Julie M. Hebert	<input checked="" type="checkbox"/>			
Robbie LeBlanc			<input checked="" type="checkbox"/>	
Ryan E. Burks	<input checked="" type="checkbox"/>			


Stanley C. Bazile, Secretary


P. Joey Murray, III, Chairman

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a Regular meeting of the Port of South Louisiana held on the 25th day of June, 2025, in which a quorum was present and voting and that the resolution adopted is still in full force and effect and has not been rescinded or revoked.

Signed at Reserve, LA on the 25th day of June, 2025.


SECRETARY