40th JUDICIAL DISTRICT COURT PARISH OF ST. JOHN THE BAPTIST

STATE OF LOUISIANA

NO. C-85336

DIVISION: "A"

RURAL ROOTS LOUISIANA, HARRY JOSEPH SR., and
LOUISIANA BUCKET BRIGADE,
VERSUS

THE PORT OF SOUTH LOUISIANA, through its Board Chair P. Joey Murray, III

FILED

DEPUTY CLERK

OPPOSITION TO PLAINITFFS' MOTION FOR LEAVE TO SUPPLEMENT PETITION FOR DECLARATORY AND INJUNCTIVE RELIEF

Plaintiffs Rural Roots Louisiana, Harry Joseph Sr., and Louisiana Bucket Brigade (collectively, "Plaintiffs") seek leave to supplement their original Petition for Declaratory and Injunctive Relief ("Original Petition") to add claims under the Open Meetings Law and La. R.S. 43:171 due to the purported failure by the Port of South Louisiana ("Port") to publish its August 5, 2025 special meeting minutes in the *L'Observateur* ("Supplemental Petition").

Plaintiffs' new claims add procedural defects, not substance, to this lawsuit. Specifically, any claim under the Open Meetings Law, La. R.S. 42:11, *et. seq.* ("OML"), is ***perempted***, and Plaintiffs have no right of action or remedy under La. R.S. 43:171. In any event, the August 5 minutes were later published, rendering Plaintiffs' newfound publication claims moot. Further, the proposed Supplemental Petition would also improperly cumulate ordinary and summary proceedings, which is forbidden under Louisiana law.

Moreover, the Supplemental Petition fails to cure the defects in the claims already before the Court. Even as supplemented, the Petition still rests on inapplicable law and remains premature.

The above-mentioned defects provide five independent bases to deny Plaintiffs' Motion:

1. Any claim under the OML for failure to publish the Port's August 5, 2025 meeting minutes is perempted as a matter of law;
2. Louisiana Revised Statute 43:171 does not provide a private right of action or remedy to Plaintiffs for the Port's purported failure to publish meeting minutes;
3. Any challenge to the purported failure to publish the August 5, 2025 meeting minutes is moot because the meeting minutes were subsequently published;
4. The Supplemental Petition would improperly cumulate summary and ordinary proceedings, making supplementation procedurally improper; and
5. The Supplemental Petition does not defeat the Port's pending Exceptions because this lawsuit remains premature and rests on inapplicable law.

Accordingly, Plaintiffs' Motion for Leave should be denied and the Port's pending Exceptions granted, dismissing this lawsuit against it with prejudice and at Plaintiffs' cost.

I. This lawsuit is erroneously premised, and the basis for leave to amend does not change that

This lawsuit arises from an August 5, 2025 Resolution adopted by the Port "giving ***preliminary approval*** to the issuance of" bonds and bond anticipation notes.[1] ***No resolution actually authorizing the issuance of bonds has been adopted by the Port.*** When this lawsuit was filed, the Port believed that the August 5 meeting minutes reflecting the adoption of the August 5 Resolution had been published in the October 22, 2025 edition of *L'Observateur,* the Port's official journal.[2]

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[1] *See* Petition, ¶ 7 (emphasis added).

[2] *See* Plaintiffs' Motion for Leave to Supplement Petition for Declaratory and Injunctive Relief, ¶ 5-6; *see also* Exhibit 1, Affidavit of Vickie Lewis Clark.

Although the Louisiana Fifth Circuit Court of Appeal has held that the Port's bond publication requirements are governed by Article VI, § 35(B) of the Louisiana Constitution and the Port must publish bond resolutions only in its official journal,[3] Plaintiffs nevertheless assert herein that the Port was obligated to publish the August 5 Resolution in the *State's* official journal pursuant to Article VII § 8(C) of the Louisiana Constitution in lieu of *L'Observateur*, the Port's official journal.

In response to Plaintiffs' erroneous claims in its Original Petition, the Port filed peremptory and dilatory exceptions of prematurity and no cause of action, which are currently set for hearing on October 2, 2026.

Then, on June 3, 2026, before the Port's Exceptions, directed to the Original Petition, could be heard, Plaintiffs moved for leave to supplement their Petition, seeking to add allegations that the August 5, 2025 meeting minutes were not in fact published and contending that this failure violates the OML and La. R.S. 43:171, rendering the August 5 Resolution a nullity.[4]

Notably, it is undisputed that the "Port requested the [August 5] minutes be published" and even received from the publisher an affidavit of publication certifying that the Port's August 5 minutes had been published in the October 22, 2025 edition of *L'Observateur*.[5] Through no inadvertence or error of the Port, however, the meeting minutes were not actually published. Without citing any law to support that this error constitutes a dereliction of the Port's publication obligations, Plaintiffs contend that the error – which is obviously an error of the publisher, not the Port – is the basis for new causes of action under the OML and La. R.S. 43:171. As discussed below, it is not and

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[3] *See Descendants Project v. Gauff*, 24-317 (La. App. 5 Cir. 7/31/2024), 2024 WL 3591755 at *2-3, *writ denied*, 396 So.3d 255 (La. 2024) (holding that La. Const. art. VI, Section 35(B) governs the Port's bond publications and that publication of bond resolutions in the Port's official journal legally satisfied legal publication requirements).

[4] *See* Plaintiffs' Motion for Leave to Supplement Petition for Declaratory and Injunctive Relief, ¶ 6-13.

[5] *Id.* at ¶ 6, 7, and 11.

Plaintiffs have no good faith basis whatsoever to cling to these new claims or supplement their Original Petition.

II. Leave to supplement should be denied because Plaintiffs have no new exigible claims

Against that factual backdrop, Plaintiffs still must satisfy the limited standard for supplementation under Louisiana Code of Civil Procedure article 1155. They cannot.

Louisiana Code of Civil Procedure article 1155 provides that leave *may*[6] be permitted "to file a supplemental petition or answer setting forth items of damage, causes of action or defenses ***that have become exigible*** since the date of filing the original petition or answer, and that are related to or connected with the causes of action or defenses asserted therein." *See* La. Code Civ. P. art. 1155 (emphasis added). "Exigible" means demandable or mature. *See e.g., Doann v. Technical Engineering Consultants, Inc.*, 06-166 (La. Ap. 5 Cir. 9/26/2006), 942 So.2d 1145, 1146, citing Black's Law Dictionary.

Here, any purported claims under the OML or La. R.S. 43:171 are not exigible because these claims are barred as a matter of law or, alternatively, are moot. *See Banks v. Parish of Jefferson*, 12-215 (La. App. 5 Cir. 1/30/2013), 108 So.3d 1208, 1217-18 (court did not abuse its discretion in addressing the merits of plaintiffs' characterization of a document when denying their motion for leave).

A. Plaintiffs' OML claims are time-barred

The first reason Plaintiffs cannot satisfy Article 1155 is that their proposed OML claim is not merely weak; it has been extinguished by peremption.

A "suit to void any action [under the OML] ***must be commenced within 60 days of the action.***" *See* La. R.S. 42:24 (emphasis added). In similar litigation involving this very Port, and this very trial court, the Louisiana Fifth Circuit has held that the 60-day period "is peremptive, not prescriptive." *See Descendants Project v. Port of South La.*, 24-121 (La. App. 5 Cir. 6/20/2024), 391 So.3d 777, 783, *writ denied*, 2024-00926 (La. 2024), 395 So.3d

[6] The word "may" is permissive, not mandatory. *See* La. Code Civ. P. art. 5053.

1172. As such, it cannot be "renounced, interrupted, or suspended." *See* La. Civ. Code art. 3461; *Descendants*, 391 So.3d at 781; *Teague v. St. Paul Fire and Marine Ins. Co.*, 07-1384 (La. 2008), 974 So.2d 1266, 1274. Further, "relation back of an amended or supplemental pleading is not allowed to avoid the running of a peremptive period." *See Rushing v. Southeastern La. Univ.*, 2022-0032 (La. App. 1 Cir. 9/15/2022), 2022 WL 4286824, at *10. After the 60-day peremptive period has lapsed, "the various remedies which provide redress for the unproven violation are likewise barred by peremption." *Descendants*, 391 So.3d at 784. Further, the challenged act itself is deemed valid from its inception. *See Delta Dev. Co. v. Plaquemines Par. Comm'n Council*, No. 1927 (La. App. 4 Cir. 5/24/1984), 451 So.2d 134, 137, *writ denied*, 456 So.2d 172 (La. 1984); *Hoffpauir v. State Dept. of Public Safety and Corrections*, 1999-1089 (La. App. 1 Cir. 6/23/2000), 762 So.2d 1219, *writ denied*, 772 So.2d 652 (La. 2000) (once 60-day time period lapses to file suit, claims are "perempted and extinguished").

Here, Plaintiffs contend that the Port's purported failure to publish the August 5, 2025 meeting minutes violates the OML and renders the challenged Resolution "a nullity."[7] Any such claim to void the Resolution under the OML is perempted because a timely challenge to void the Resolution had to be commenced within 60 days, or by October 4, 2025. However, Plaintiffs did not file this lawsuit until April 2, 2026 and did not advance any OML claim until June 3, 2026 when they filed their Motion for Leave to Supplement. Even assuming, *arguendo*, that the OML claim relates back to the filing of the Original Petition filed April 2, 2026, Plaintiffs OML claim against the Port would be 180 days too late. Alternatively, Plaintiffs OML claim commencing from June 3, 2026 with the filing of the Motion for Leave is ***242 days too late.*** Either way, Plaintiffs filed the OML claim too late.

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[7] *See* Plaintiffs' Motion for Leave to Supplement Petition for Declaratory and Injunctive Relief, ¶ 13.

Further, as more than 60-days have passed since the August 5, 2025 Resolution was adopted by the Port, any challenge to its validity is barred and it is presumed valid from its inception. *See Delta Dev. Co.*, 451 So.2d at 137.

Accordingly, Plaintiffs' OML claim is time-barred as a matter of law and any supplement to the Original Petition to plead the perempted OML claim is a vain and useless act and lacks good faith intent. *See e.g., Arvie v. Washington*, 2023-563 (La. App. 3 Cir. 5/1/2024), 388 So.3d 441, 454, *writ denied*, 393 So.3d 867 (La. 2024)("Amendment is not permitted when it would be a vain and useless act, such as after the grant of a peremptory exception").

B. La. R.S. 43:171 prescribes no right of action or nullity remedy

Like their OML claim, Plaintiffs' separate reliance on La. R.S. 43:171 also fails to provide a legitimate basis for granting leave to supplement the Original Petition. That statute does not provide Plaintiffs with a private right of action or remedy.

Louisiana Revised Statute 43:171 directs political subdivisions of the state, like the Port, to publish the "proceedings of their board...in a newspaper." *See* La. R.S. 43:171(A)(1). While the statute creates a ministerial publication duty, it does not make publication a condition of the validity of any action taken at a meeting. Nor does the statute prescribe a private right of action to enforce publication or any remedy whatsoever for non-publication. Plaintiffs cannot simply read into the statute such a remedy or cause of action.[8] Yet they ask this Court to do just that in the Supplemental Petition.

[8] *See Stevenson v. Progressive Security Ins. Co.*, 2019-00637 (La. 2020), 341 So.3d 1202, 1207 ("When a law is clear and unambiguous and its application does not lead to absurd consequences, the law shall be applied as written and no further interpretation may be made in search of the intent of the legislature"); *Renal Treatment Cntrs – Southeast, LP v. Normand*, 24-482 (La. App. 5 Cir. 4/2/2026), 432 So.3d 801, 810 ("[A] statute must be interpreted and applied in a manner consistent with logic and the presumed fair purpose and intention of the Legislature in enacting it."); La. Civ. Code. art. 9.

Courts have consistently rejected expanding statutes to include remedies or private rights of action. For example, in *Monier v. St. Charles Par. School Bd.*, 10-526 (La. App. 5 Cir. 5/10/2011), 65 So.3d 731, 735, the Louisiana Fifth Circuit Court of Appeal rejected a former teacher's claim for damages under the Teacher Bill of Rights statutes. The court held that the "Louisiana legislature did not provide a remedy to any violation of the rights afforded in the Teacher Bill of Rights" and reasoned that if "the legislature intended for there to be a remedy, it certainly could have provided one" in the statutes. However, because no such remedy is afforded by the statutes, the plaintiff's claims under it "[did] not give rise to a cause of action." *Id.* at 735.

Similarly, the plaintiffs in *B&P Restaurant Group, LLC v. Delta Admin. Serv., LLC*, 19-576 (La. App. 5 Cir. 3/4/2020), 2020 WL 1057082 at *1, attempted to bring a cause of action under La. R.S. 23:1761, *et seq.*, the Professional Employers Organization ("PEO") statute, which lists rights and responsibilities for PEOs. In reviewing the "plain reading" of the statute, *B&P* held that "the Louisiana Legislature did not provide a remedy for the client if the PEO fails to meet its obligation." *Id.* at *3. As such, "Plaintiffs' well-pleaded allegations that [the PEO] violated the PEO statute [did] not give rise to a cause of action." The plaintiffs' claim was, thus, dismissed with prejudice. *Id. See also Assoc. for Retarded Citizens/Ouachita v. Wilson*, 43,193 (La. App. 2 Cir. 4/30/2008), 981 So.3d 246, 252 (finding that La. R.S. 46:56 did not create a cause or right of action in favor of the plaintiff and plaintiff could not establish entitlement to the relief sought).

Here too, if the legislature intended for La. R.S. 43:171 to provide a remedy to Plaintiffs, it certainly could have provided one. It did not. Thus, Plaintiffs' purported claims under the statute do not entitle them to a nullity remedy, so supplementing the Petition with these claims is futile and cannot be in good faith. *Nolan v. Jeff. Par. Hosp. Serv. Dist. No. 2*, 01-175 (La. App. 5 Cir. 6/27/2001), 790 So.2d 725, 732 (an employee did not have a private right of action under the Code of Governmental Ethics).

C. Plaintiffs' new claims are moot

Even if Plaintiffs could revive their OML claim or create a claim under La. R.S. 43:171 (which they cannot), supplementing the Original Petition is still not warranted or based in good faith because these claims are now moot.

Plaintiffs' new claims rest on the premise that the Port failed to publish the August 5, 2025 special meeting minutes.[9] Undisputedly, however, the Port received an affidavit of publication from the publisher representing that the minutes had been published so it thought it satisfied its publication obligations.[10] The Port's possession of that affidavit confirms that the Port was not derelict in its publication duties; even Plaintiffs' concede that "the Port requested the minutes be published."[11]

Plaintiffs nevertheless contend that, after subpoenaing the publisher, they received the October 22, 2025 edition of the newspaper in which the minutes were supposed to appear and learned that the minutes had not actually been published.[12] According to Plaintiffs, that alleged non-publication means the Port violated the OML and La. R.S. 43:171; not that the publisher erred.[13]

Once Plaintiffs informed the Port that the minutes had not been published, the Port immediately took action to have the August 5, 2025 meeting minutes published in *L'Observateur* on Wednesday, June 10, 2026. *See* Exhibit A to Exhibit 1, Affidavit of Vickie Lewis Clark.

Because the minutes have now been published, any order compelling publication or declaring non-publication under the OML or La. R.S. 43:171 would serve no practical purpose, rendering Plaintiffs' publication-based claims moot and any supplement to assert them futile and not in good faith. *See Arthur v. Connick*, 24-480 (La. App. 5 Cir.

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[9] *See* Plaintiffs' Motion for Leave to Supplement Petition for Declaratory and Injunctive Relief, ¶ 4-13.

[10] *Id.* at ¶ 6-7.

[11] *Id.* at ¶ 11.

[12] *Id.* at ¶ 8-10.

[13] *Id.* at ¶ 13.

1/10/2025), 404 So.3d 1028, 1031 ("[A] case is "moot" when a rendered judgment or decree can serve no useful purpose and give no practical relief or effect"); *Jimmy's Discount Meat Market, Inc. v. DiMarco Five, LLC,* 21-178 (La. App. 5 Cir. 5/18/2022), 362 So.3d 734, 739 ("An issue is "moot" when a judgment or decree on that issue has been "deprived of practical significance" or "made abstract or purely academic").

III. Plaintiffs' Supplemental Petition would improperly cumulate summary and ordinary proceedings

Importantly, Plaintiffs' request to supplement their Original Petition also fails because it is legally impermissible as it creates an improper cumulation of summary and ordinary proceedings.

Plaintiffs' Original Petition seeks declaratory and injunctive relief, both of which proceed by ordinary proceeding. *See Papas v. Hand Surgical Assoc., Ltd.,* 364 So.3d 495, 504 (La. App. 5 Cir. 3/28/2023) (declaratory judgment suits are ordinary proceedings); *Richard v. Bourgeois,* 19-494 (La. App. 5 Cir. 3/18/2020), 2020 WL 1284589, at *4 (a permanent injunction must be tried as an ordinary proceeding).

The OML claim Plaintiffs seek to add, however, proceeds by summary proceeding. *See* La. R.S. 42:27(B) (OML "[e]nforcement proceedings shall be tried by preference and in a summary manner"); *Greemon v. City of Bossier City,* 2010-2828 (La. 2011), 65 So.3d 1263, fn. 9 (noting summary nature of OML proceedings); *Joseph v. Hosp. Serv. Dist. No. 2 of Par. of St. Mary,* 2001-1952 (La. App. 1 Cir. 12/28/2001), 805 So.2d 413, 417 (recognizing that OML claims shall be tried in a summary manner).

That procedural difference matters because cumulated actions must employ the same form of procedure. That is, all cumulated actions must proceed as ordinary, executory, or summary proceedings; a plaintiff may not combine claims that require different procedural tracks in the same action. *See Succession of Rachal,* 2021-0621 (La. App. 4 Cir. 6/8/2022), 342 So.3d 1012, 1021. When, as here, the causes of action employ different forms of procedure, cumulation is improper. *Id.*

Plaintiffs' proposed OML claim cannot proceed in the same suit as their declaratory and injunctive relief claims because these claims employ different procedural settings.[14] Louisiana Code of Civil Procedure article 464 would ordinarily direct the Court either to order separate trials or to require Plaintiffs to elect which action will proceed and amend the Supplemental Petition to delete the discontinued allegations. But those remedies are unnecessary here. As discussed above, Plaintiffs' OML claim is perempted, so ordering separate trials would be a futile act. *See e.g., Smith v. Barial*, 2018-0573 (La. App. 4 Cir. 12/19/2018), 318 So.3d 801, 808 (noting amendment is not permitted if it would not cure a defect and would constitute a vain and useless act). Further, if the Court denies Plaintiffs' Motion for Leave, no amendment is required to remove the proposed OML allegations.

As granting Plaintiffs' Motion would create a procedural defect of improperly cumulating summary and ordinary proceedings, Plaintiffs' Motion should be denied.

IV. The Supplemental Petition does not, and cannot, cure the defects raised in the Port's pending Exceptions

Even if this Court were to overlook the Supplemental Petition's procedural and legal defects discussed above, the supplement still fails as it would not defeat the Port's pending Exceptions filed in response to Plaintiffs' Original Petition.

The Supplemental Petition fails to cure two threshold defects identified in the Port's Exceptions. First, the Petition remains premised on Article VII, Section 8(C) of the Louisiana Constitution, which by its terms governs the State and State agencies, not political subdivisions of the State, like the Port. Plaintiffs' newfound publication

[14] Importantly, Plaintiffs were required to file any challenge to the Port's bond publication under the Bond Validation Statutes, La. R.S. 13:5121, *et. seq.*, which employ a special summary proceeding. *See* La. R.S. 13:5125 and *La. Landmarks Soc. Inc. v. Audubon Park Com'n*, 798 So.2d 78, 83 (La. App. 4 Cir. 8/24/2001)(challenges to bonds and all related matters "shall proceed by motion for judgment"). Plaintiffs, however, did not follow that special procedure and instead filed suit for declaratory and injunctive relief, which courts have consistently held constitutes a null action. *See Lege v. Vermillion Par. Sch. Bd.*, 360 So.2d 664, 667 (La. App. 3 Cir. 1978)(failure to adhere to Bond Validation Act procedures rendered lawsuit null, void, and without effect); *Central La. Bank & Trust Co. v. Avoyelles Par. Police Jury*, NO. 86-709 (La. App. 3 Cir. 9/4/1986), 493 So.2d 1249, 1254 (suit for declaratory judgment as to issuance of bonds was absolute nullity for failure to follow Bond Validation Act summary procedures).

allegations do nothing to create a cause of action under Article VII, Section 8(C). *See Descendants Project v. Gauff*, 24-317 (La. App. 5 Cir. 7/31/2024), 2024 WL 3591755 at *2-3, *writ denied*, 396 So.3d 255 (La. 2024) (holding that La. Const. art. VI, Section 35(B) governs the Port's bond publications). Even if Plaintiffs correctly asserted publication requirements under Article VI, Section 35(B), which actually applies to the Port, neither the new nor the current allegations in the Petitions set forth a valid cause of action.

Further, and most importantly, Plaintiffs' claims for declaratory and injunctive relief remain premature. The August 5, 2025 Resolution serves only as "preliminary approval" to a *possible* bond issuance, and no resolution authorizing the *actual* issuance of bonds has been adopted by the Port.[15] Only once the Port passes a resolution authorizing the issuance of bonds is its obligation to publish the bond resolution triggered. *See* La. Const. art. VI, § 35 ("[E]very ordinance or resolution ***authorizing the issuance of bonds*** or other debt obligation by a political subdivision shall be published at least once in the official journal of the political subdivision…")(emphasis added).

The failure of Plaintiffs' newfound claims to cure the present defects in the Original Petition underscores that this amendment is futile. It is, therefore, within this Court's discretion to deny Plaintiffs' Motion for Leave to Supplement. *See e.g. Banks v. Par. of Jeff.*, 12-215 (La. App. 5 Cir. 1/30/2013), 108 So.3d 1208, 1217-18 (court did not abuse its discretion in addressing the merits of plaintiffs' characterization of a document when making its ruling to deny plaintiffs' motion for leave).

Conclusion

Plaintiffs' proposed Supplemental Petition does not add any exigible claim or cure the defects in the claims already before the Court. Any OML claim based on the Port's August 5, 2025 meeting minutes is perempted, La. R.S. 43:171 provides no private right of action or nullity remedy, and the later publication of the August 5 minutes renders

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[15] *See* Port of South Louisiana's Exception, p. 12.

Plaintiffs' publication-based allegations moot. The proposed supplement would also improperly cumulate summary and ordinary proceedings, while leaving unchanged the threshold defects of prematurity and no cause of action raised in the Port's pending Exceptions directed towards the Original Petition and applying equivalently to the Supplemental Petition.

Accordingly, Plaintiffs' Motion for Leave to Supplement should be denied as the supplement is not in good faith and is futile. Further, the Port's pending Exceptions should be granted when heard on October 2, 2206, and Plaintiffs' claims against the Port should be dismissed with prejudice and at Plaintiffs' cost.

Respectfully submitted,

BY: ______________________

Peter J. Butler, Jr. (La. Bar Roll No. 18522)
Richard G. Passler (La. Bar Roll No. 21006)
Kayla M. Jacob (La. Bar Roll No. 39919)
BREAZEALE, SACHSE & WILSON, LLP
BankPlus, Suite 1500
909 Poydras Street
New Orleans, Louisiana 70112-4004
Main Phone: (504) 584-5454 / (504) 619-1800
Fax Number: 504-584-5452
Email:peter.butler.jr@bswllp.com
richard.passler@bswllp.com
kayla.jacob@bswllp.com
Counsel for Port of South Louisiana

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that a copy of the above and foregoing pleading has been forwarded to all known counsel of record by email, by facsimile, by-hand delivery and/or by depositing a copy thereof, postage prepaid, in the United States mail, addressed to them on this 21st day of August, 2026.

40th JUDICIAL DISTRICT COURT PARISH OF ST. JOHN THE BAPTIST

STATE OF LOUISIANA

NO. C-85336 DIVISION: "A"

RURAL ROOTS LOUISIANA, HARRY JOSEPH SR., and
LOUISIANA BUCKET BRIGADE,
VERSUS

THE PORT OF SOUTH LOUISIANA, through its Board Chair P. Joey Murray, III

FILED ____________________ DEPUTY CLERK ____________________

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, duly licensed in the aforesaid Parish and State, personally came and appeared:

VICKIE LEWIS-CLARK

Who, after being duly sworn, did depose and say:

1. I am of the age of majority and have personal knowledge of the matters contained in this Affidavit.

2. I am the Director of Administration and Custodian of Records for the Port of South Louisiana (the "Port").

3. *L'Observateur* is the Official Journal of the Port of South Louisiana.

4. In my role as Custodian of Records for the Port, I am responsible for submitting meeting minutes to *L'Observateur*.

5. I submitted for publication to *L'Observateur* the Meeting Minutes from the Port Commission meeting of August 5, 2025 shortly after the August 5 meeting.

6. I subsequently received from *L'Observateur* an affidavit of publication as for those August 5, 2025 Meeting Minutes.

7. Through inadvertence or error by the publisher, the August 5, 2025 Meeting Minutes were not actually published by *L'Observateur*.

8. Upon learning of *L'Observateur's* failure to publish the Port's August 5, 2025 Meeting Minutes, I again submitted them to *L'Observateur* for publication.

EXHIBIT
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9. Upon resubmission for publication, the Meeting Minutes from the August 5, 2025 Port Commission meeting were published in *L'Observateur* on Wednesday, June 10, 2026.

10. A true and correct copy of that publication is attached as Exhibit "A".

Vickie Lewis-Clark

VICKIE LEWIS-CLARK

SWORN TO AND SUBSCRIBED
BEFORE ME, NOTARY, THIS
20 DAY OF AUGUST, 2026.

Margaret Tracey

NOTARY PUBLIC

Notarized online using audio-video communication technology

Margaret Tracey
Electronic Notary Public
State of Louisiana
Commission #: 164970
Commission Expires: No Expiration

MINUTES OF THE SPECIAL COMMISSION MEETING OF THE PORT OF SOUTH LOUISIANA COMMISSION HELD AT THE PORT OF SOUTH LOUISIANA ADMINISTRATION BUILDING ON TUESDAY, AUGUST 5, 2025

ITEM 1-CALL TO ORDER

Chairman Murray called the Meeting to order at 4:31 p.m.

ITEM 2-ROLL CALL

Present: Mr. Joseph, Mr. Scontrino, Ms. Dumas, Mrs. Hebert, Mr. LeBlanc, Mr. Murray, Mr. Bazile, Mr. Duhe, Mr. Burks

ITEM 3. PLEDGE OF ALLEGIANCE

Commissioner Dumas led the Pledge of Allegiance.

ITEM 4. PUBLIC COMMENTS

No public comments.

ITEM 5. NEW BUSINESS

ITEM 5A: CONSIDER RESOLUTION APPROVING A COOPERATIVE ENDEAVOR AGREEMENT BY AND AMONG THE PORT OF SOUTH LOUISIANA AND THE PORT OF GREATER BATON ROUGE AND RELATED MATTERS

A Motion was offered by Commissioner LeBlanc and seconded by Commissioner Hebert to adopt that Resolution, which is attached as Exhibit 5A. A discussion was had regarding the Cooperative Endeavor Agreement between the Port of South Louisiana and the Port of Greater Baton Rouge. After discussion, the Motion was called for a vote, which was as follows:

YEAS: Mr. Scontrino, Ms. Dumas, Mrs. Hebert, Mr. Murray, Mr. Burks, Mr. Bazile, Mr. LeBlanc, Mr. Duhe, Mr. Joseph
NAYS: None
ABSTAIN: None
ABSENT: None

ITEM 5B: CONSIDER RESOLUTION GIVING PRELIMINARY APPROVAL TO THE ISSUANCE OF NOT EXCEEDING (I) FOUR HUNDRED MILLION DOLLARS ($400,000,000) OF REVENUE BONDS AND (II) FORTY MILLION DOLLARS ($40,000,000) OF BOND ANTICIPATION NOTES OF THE PORT OF SOUTH LOUISIANA AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

A Motion was offered by Commissioner Bazile and seconded by Commissioner Dumas to adopt that Resolution, which is attached as Exhibit 5B. After discussion, the Motion was called for a vote, which was as follows:

YEAS: Mr. Scontrino, Ms. Dumas, Mrs. Hebert, Mr. Murray, Mr. Burks, Mr. Bazile, Mr. LeBlanc, Mr. Duhe, Mr. Joseph
NAYS: None
ABSTAIN: None
ABSENT: None

ITEM 5C: CONSIDER RESOLUTION PROVIDING FOR THE EMPLOYMENT OF FOLEY & JUDELL, L.L.P. AS SPECIAL COUNSEL FOR LEGAL WORK ON BEHALF OF THE PORT OF SOUTH LOUISIANA AND RELATED MATTERS

A Motion was offered by Commissioner LeBlanc and seconded by Commissioner Hebert to adopt that Resolution, which is attached as Exhibit 5C. After discussion, the Motion was called for a vote, which was as follows:

YEAS: Mr. Scontrino, Ms. Dumas, Mrs. Hebert, Mr. Murray, Mr. Burks, Mr. Bazile, Mr. LeBlanc, Mr. Duhe, Mr. Joseph
NAYS: None
ABSTAIN: None
ABSENT: None

ITEM 5D CONSIDER RESOLUTION FOR A COOPERATIVE ENDEAVOR AGREEMENT OR MEMORANDUM OF UNDERSTANDING OF THE MARKETING AGREEMENT BETWEEN THE DEEPWATER PORTS AND RELATED MATTERS

A Motion was offered by Commissioner Scontrino and seconded by Commissioner Duhe to adopt that Resolution, which is attached as Exhibit 5D. After discussion, the Motion was called for a vote, which was as follows:

YEAS: Mr. Scontrino, Ms. Dumas, Mrs. Hebert, Mr. Murray, Mr. Burks, Mr. Bazile, Mr. LeBlanc, Mr. Duhe, Mr. Joseph
NAYS: None
ABSTAIN: None
ABSENT: None

ITEM 5E: CONSIDER MASTER SERVICES AGREEMENT WITH DIGITAL ENGINEERING AND IMAGING TASK ORDER FOR TRAFFIC IMPACT STUDY AND RELATED MATTERS

Chairman Murray: Matter tabled; needs further legal review.

ITEM 6: AMEND AGENDA TO ADD AN UPDATE FROM PROJECT MANAGER - WSP, REGARDING BUILDING 71

A Motion was offered by Commissioner Scontrino and seconded by Commissioner Burks to amend the agenda to add an update from WSP. After discussion, the Motion was called for a vote, which was as follows:

YEAS: Mr. Scontrino, Ms. Dumas, Mrs. Hebert, Mr. Murray, Mr. Burks, Mr. Bazile, Mr. LeBlanc, Mr. Duhe, Mr. Joseph
NAYS: None
ABSTAIN: None
ABSENT: None

ITEM 6A. UPDATE FROM PROGRAM AND PROJECT MANAGER, WSP USA INC. REGARDING BUILDING 71

Port's Program and Project Manager, WSP USA Inc. updated the Commission on Building 71 project.

ITEM 5F EXECUTIVE SESSION:

1) Pursuant to La. R.S. 42:17(A)(10) and in accordance with La. Atty. Gen. Op. No. 18-0144, the Commission shall receive from its legal counsel attorney client privileged communications as provided for by La. Code Evid. art. 506(B)

2) Pursuant to La. R.S. 42:17(A)(1), personnel matter.

A Motion was offered by Commissioner Hebert and seconded by Commissioner Duhe to enter Executive Session. Invitees: Attorneys: Peter Butler, Rachael Jeanfreau and Keyla Jacob. Time 4:31 p.m.

YEAS: Mr. Scontrino, Ms. Dumas, Mrs. Hebert, Mr. Murray, Mr. Burks, Mr. Bazile, Mr. LeBlanc, Mr. Duhe, Mr. Joseph
NAYS: None
ABSTAIN: None
ABSENT: None

Chairman Murray did not attend Executive Session.

A Motion was offered by Commissioner Joseph and seconded by Commissioner Dumas to exit Executive Session. Time 4:54 p.m.

YEAS: Mr. Scontrino, Ms. Dumas, Mrs. Hebert, Mr. Murray, Mr. Burks, Mr. Bazile, Mr. LeBlanc, Mr. Duhe, Mr. Joseph
NAYS: None
ABSTAIN: None
ABSENT: None

Vice Chairman Scontrino stated that no action was taken.

ITEM 5G. CONSIDERATION OF PERSONNEL MATTERS

A Motion was offered by Commissioner Scontrino and seconded by Commissioner Duhe authorizing and directing the Port to accept the Resignation of Paul Matthews as Executive Director. The Motion was called for a vote, which was as follows:

YEAS: Mr. Scontrino, Ms. Dumas, Mrs. Hebert, Mr. Burks, Mr. Bazile, Mr. LeBlanc, Mr. Duhe, Mr. Joseph
NAYS: None
ABSTAIN: Mr. Murray
ABSENT: None

Chairman Murray stated on the record that the vote resulted in 8 Yeas and 1 Abstention.

A Motion was offered by Commissioner Hebert and seconded by Commissioner Scontrino authorizing and directing the Port to name Brian Cox as its interim Executive Director and that he assumes all the responsibility of the Executive Director including the authority to execute any documents, agreements, applications, checks and any and all official signatory items.

YEAS: Mr. Scontrino, Ms. Dumas, Mrs. Hebert, Mr. Murray, Mr. Burks, Mr. Bazile, Mr. LeBlanc, Mr. Duhe, Mr. Joseph
NAYS: None
ABSTAIN: None
ABSENT: None

7. ADJOURNMENT

A Motion was offered by Commissioner LeBlanc and seconded by Commissioner Dumas that the meeting be adjourned. 4:59 p.m.

YEAS: Mr. Scontrino, Ms. Dumas, Mrs. Hebert, Mr. Murray, Mr. Burks, Mr. Bazile, Mr. LeBlanc, Mr. Duhe, Mr. Joseph
NAYS: None
ABSTAIN: None
ABSENT: None

Stanley C. Bazile, Secretary
P. Joey Murray, III, Chairman

August 26, 2025

The following resolution was offered by *Com. LeBlanc* and seconded by *Com. Hebert*

RESOLUTION

A RESOLUTION APPROVING A COOPERATIVE ENDEAVOR AGREEMENT BY AND AMONG THE PORT OF SOUTH LOUISIANA AND THE PORT OF GREATER BATON ROUGE.

WHEREAS, the Port of South Louisiana (the "Port") is a political subdivision of

WHEREAS, the PGBR Act, specifically La. R.S. 34:1223(C), empowers PGBR to construct or acquire and equip wharves and landings and other structures useful for the commerce of its port area and to provide mechanical facilities therefor; and

WHEREAS, the POSL Act, specifically La. R.S. 34:2473(C)(2)(a), empowers the Port to construct or acquire and equip wharves and landings and other structures useful for the commerce of its port area and to provide mechanical facilities therefor and;

WHEREAS, the POSL Act, specifically La. R.S. 34:2476.2(C), authorizes the Port to enter into any cooperative endeavor (statutorily defined as any form of economic development assistance between or among the Port and any governmental entity, private, corporation, or individual (such as PGBR)) for the purpose of cooperative economic development activity; and

WHEREAS, PGBR expects that it will realize increased revenues from the development of the Port Project as a result of additional fees to be generated as a result of the Port Project and the growth of economic benefits throughout the entire State including, but not limited to those parishes within the territorial jurisdiction of PGBR; and

WHEREAS, the Port expects that it will realize increased revenues from the development of the Port Project through additional lease and/or operating rentals and other tariffs and fees and the growth of economic benefits throughout the entire State including, but not limited to those parishes within the territorial jurisdiction of the Port; and

WHEREAS, PGBR and the Port each believe the Port's development of the Port Project and the results expected therefrom are in their respective best interests; and

WHEREAS, the Port Project will be dedicated for purposes that create a public benefit, specifically the direct improvement of public infrastructure and promoting economic growth, and there is a reasonable expectation on the part of PGBR and the Port of receiving at least equivalent value pursuant to this Agreement; and

WHEREAS, PGBR and the Port desire that the Port shall undertake the Port Project in cooperation with PGBR; and

WHEREAS, PGBR through its Board of Commissioners previously approved the Cooperative Endeavor Agreement by and among PGBR and the Port in substantially the form attached as Exhibit A hereto (the "Cooperative Endeavor Agreement") and authorized its execution and delivery; and

WHEREAS, this Board of Commissioners now desires to approve the Cooperative Endeavor Agreement;

STATE OF LOUISIANA
PARISH OF ST. JOHN THE BAPTIST

I, the undersigned Secretary of the Board of Commissioners of Port of South Louisiana (the "*Board of Commissioners*"), acting as the governing authority of Port of South Louisiana (the "*Port*"), do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by the Board of Commissioners on August 5, 2025, approving a Cooperative Endeavor Agreement by and among the Port and the Port of Greater Baton Rouge.

IN FAITH WHEREOF witness my official signature on this, the 5th day of August, 2025.

Secretary

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

SECTION 1. Pursuant to and in accordance with the aforesaid constitutional and statutory authority, including but not limited to the Local Services Law and the POSL Act, the Cooperative Endeavor Agreement is hereby approved in substantially the form attached hereto as Exhibit A and the Executive Director of the Port is hereby authorized to execute and the Chairman, Vice Chairman, or Secretary of this Board of Commissioners is hereby authorized to attest the Agreement, subject to revisions as may be approved by the Executive Director of the Port with the advice and consent of general or special counsel to the Port. Upon its execution and attestation, the Cooperative Endeavor Agreement shall be delivered to PGBR.

SECTION 2. The Executive Director of the Port and the Chairman, Vice Chairman, or Secretary of this Board of Commissioners are further authorized to do and undertake any and all actions necessary to effectuate the purposes of this Resolution.

SECTION 3. This Resolution shall be effective immediately. Any and all prior actions of this Board of Commissioners in conflict herewith shall be repealed to the extent of such conflict.

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

COMMISSIONERS	YEAS	NAYS	ABSENT	ABSTAINING
P. Joey Murray, III	X			
Joey Scontrino	X			
Bobbie LeBlanc	X			
Stanley C. Bazile	X			
Ryan Burks	X			
Louis Joseph	X			
Jason Duhe	X			
Florence Dumas	X			
Julie Hebert	X			

And the resolution was declared adopted on this, the 5th day of August, 2025.

/s/ Stanley C. Bazile, Secretary
/s/ P. Joey Murray, III, Chairman

Form of Cooperative Endeavor Agreement Exhibit A

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement"), which shall be dated, for convenience of reference as of this the ___ day of ___, 2025, is by and among the following (each of the below public entities being a "Party" and, together, the "Parties"):

The Port of Greater Baton Rouge ("PGBR"), acting through the Board of Commissioners of the Port of Greater Baton Rouge (the "PGBR Board"), represented and appearing herein through its Executive Director, Jay Hardman, in accordance with a resolution adopted by the PGBR Board on June 26, 2025; and

The Port of South Louisiana ("POSL"), acting through the Board of Commissioners of the Port of South Louisiana (the "POSL Board"), represented and appearing herein through its Executive Director ___, in accordance with a resolution adopted by the POSL Board on June 25, 2025.

WITNESSETH:

WHEREAS, PGBR is a political subdivision of the State of Louisiana (the "State") created pursuant to Chapter 7 of Title 34 of the Louisiana Revised Statutes of 1950, as amended (the "PGBR Act"), with a jurisdiction consisting of the Parishes of East Baton Rouge, West Baton Rouge, Iberville, Ascension, and Pointe Coupee; and

WHEREAS, POSL is a political subdivision of the State created pursuant to Chapter 30 of Title 34 of the Louisiana Revised Statutes of 1950, as amended (the "POSL Act"), with a jurisdiction consisting of the Parishes of St. Charles, St. John the Baptist, and St. James; and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes; and

WHEREAS, Article VI, Section 20 of the Louisiana Constitution of 1974 and the Local Services Law (Part VI, Chapter 2, Title 33 of the Louisiana Revised Statutes of 1950 (La. R.S. 33:1321, et seq.)) (collectively, the "Local Services Act") provides that a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions, either within or without the state, or with the United States or its agencies; and

WHEREAS, the PGBR Act, specifically La. R.S. 34:1223(C), empowers PGBR to construct or acquire and equip wharves and landings and other structures useful for the commerce of its port area and to provide mechanical facilities therefor; and

WHEREAS, the POSL Act, specifically La. R.S. 34:2473(C)(2)(a), empowers POSL to construct or acquire and equip wharves and landings and other structures useful for the commerce of its port area and to provide mechanical facilities therefor; and

WHEREAS, the POSL Act, specifically La. R.S. 34:2476.2(C), authorizes POSL to enter into any cooperative endeavor (statutorily defined as any form of economic development assistance between or among the POSL and any governmental entity, private corporation, or individual (such as PGBR)) for the purpose of cooperative economic development activity; and

WHEREAS, in or about early 2024, the State, through its Governor, the Honorable Jeff Landry, Louisiana Economic Development, a State office created for the purpose of fostering and developing business and economic opportunities in and for the benefit of the State ("LED"), and the Commissioner of the Office of Multi-Modal Commerce ("OMC") commenced discussions with representatives of Hyundai Steel Company, a corporation duly incorporated under the laws of the Republic of Korea ("Hyundai"), which discussions were aimed at securing Hyundai's development of a steel manufacturing/distribution facility located on the Lower Mississippi River ("LMR") within the State (such facility being collectively referred to herein as the "Project"); and

WHEREAS, discussions among the State, LED, the OMC Commissioner, and Hyundai resulted in the determination that such a steel manufacturing/distribution facility Project requires certain related/ancillary infrastructure developments including, but not limited to, a dock/conveyor system to transfer cargo to/from deep draft vessels in the LMR and moored at any such dock facility (the portion of the Project consisting of the dock/

to the POSL Act to construct and develop facilities such as the Port Project within its jurisdiction, and the Local Services Act expressly authorizes POSL and PGBR, as political subdivisions of the State, to make agreements between or among themselves to engage jointly in the construction, acquisition or improvement of any public project or improvement, such as the Port Project, provided that, as herein, at least one of the participants to the agreement is authorized under a provision of general or special law to perform such activity or exercise such power as may be necessary for completion of the undertaking; and

WHEREAS, PGBR expects that it will realize increased revenues from the development of the Port Project as a result of additional fees to be generated as a result of the Port Project and the growth of economic benefits throughout the entire State including, but not limited to those parishes within the territorial jurisdiction of PGBR; and

WHEREAS, POSL expects that it will realize increased revenues from the development of the Port Project through additional lease and/or operating rentals and other tariffs and fees and the growth of economic benefits throughout the entire State including, but not limited to those parishes within the territorial jurisdiction of POSL; and

WHEREAS, PGBR and POSL each believe POSL's development of the Port Project and the results expected therefrom are in the respective best interests; and

WHEREAS, the Port Project will be dedicated for purposes that create a public benefit, specifically the direct improvement of public infrastructure and promoting economic growth, and there is a reasonable expectation on the part of PGBR and POSL of receiving at least equivalent value pursuant to this Agreement; and

WHEREAS, PGBR and POSL desire that POSL shall undertake the Port Project in cooperation with PGBR, that POSL shall assume responsibility for the design, acquisition, construction, and equipping of the Port Project, including financing therefor, and that POSL shall be responsible for the operation and maintenance of the Port Project once placed in service; and

WHEREAS, PGBR and POSL further desire that POSL shall be authorized to enter into one or more agreements with one or more public or private associations, corporations, or individuals with regard to cooperative design, development, financing, implementation, operation, and/or maintenance of the Port Project, including a long-term lease and/or operating agreement therefor, and

WHEREAS, POSL desires to undertake the Port Project on the terms and conditions set forth herein;

NOW, THEREFORE, PGBR AND POSL EACH AGREE to perform their respective obligations under this Agreement in accordance with the conditions, covenants, and procedures set forth herein and in the exhibits attached hereto and made a part hereof as follows:

SECTION 1. Incorporation of Preamble. For the avoidance of doubt, the foregoing "Whereas" clauses shall be incorporated into the terms of this Agreement as if fully set forth herein.

SECTION 2. Authorization of Agreement and Approval of Port Project. POSL and PGBR are both authorized to enter into this Agreement and consent to enter into this Agreement pursuant to the Local Services Act and in consideration for the obligations of the other Party hereto. POSL and PGBR, each approve the Port Project and agree to cooperate fully to accomplish the Port Project in accordance with the terms of this Agreement to the benefit of each Party and the State as a whole.

SECTION 3. Location of the Port Project. The Port Project shall be located on and abutting the LMR at or about the Site or in close proximity thereto. Neither Party makes any representation or warranty to the other or to any third party with respect to the title to the Site or its suitability for the Port Project. POSL shall be responsible for obtaining all permits and other regulatory approvals required to locate the Port Project at the Site.

SECTION 4. Construction of Dock. POSL shall have complete control over the design and construction of the Port Project and, in consultation with Hyundai, is entitled to select various options and alternatives for the Port Project that it, in its sole discretion, shall deem advisable and in the best interest of POSL and Hyundai. Notwithstanding the foregoing, POSL agrees to construct the Port Project or cause the Port Project to be constructed on the Site and in accordance with State law, including but not limited to La. R.S. 38:2211, et seq., applicable to political subdivisions of the State. POSL will keep a procurement file relative to the necessary acquisition of services, labor, and materials needed to complete the Port Project and will make said procurement file available to PGBR upon its reasonable request.

SECTION 5. Financing. POSL agrees to finance the Port Project through a combination of grants, private capital, equity contributions, debt financing through taxable and/or tax-exempt bonds, and other alternatives (collectively, the "Financing"). POSL shall have complete control over the Financing and is entitled to select one or more of various options and alternatives for the Financing that it, in its sole discretion, shall deem advisable and in the best interest of POSL and the Port Project.

SECTION 6. Grant Funding. Notwithstanding the provisions of Section 5 hereof, to the extent that POSL identifies any grant funding possibilities that might be available for the Port Project, regardless of the source of such grant funding, POSL and PGBR agree to cooperate in the application for any such grant funding and, to the extent such grant funding is awarded to either or both of POSL or PGBR for use in connection with the Port Project, then to ensure compliance with the terms of such grant funding. If PGBR is awarded any grant funding for use in connection with the Port Project, PGBR agrees to make such funding available to POSL or for the Port Project, subject to the requirement that POSL shall be responsible to pay any funding match required by such grant and shall be solely responsible for complying with the grant requirements. To the extent that any reporting by PGBR is required by such a grant, it shall be POSL's responsibility to obtain the data necessary for, and timely prepare, such reports. To the extent allowed by applicable law, POSL shall indemnify PGBR against any required reimbursement, penalties, damages or other impositions imposed on PGBR as a result of and failure of POSL to comply with the grant requirements or its obligations hereunder with respect thereto.

SECTION 7. Ownership, Operation and Maintenance of Port Project. POSL shall own the Port Project; provided, however, that POSL shall not be required to own the property on which the Port Project will be located. POSL shall have complete control over the operation of the Port Project and shall be authorized to enter into any leases or other agreements with respect to the operation of the Port Project with such parties and containing such terms as it, in its sole discretion, shall deem advisable.

At its own expense, POSL agrees to keep the Port Project in as reasonably safe a condition as its operations shall permit. POSL may also, at its own expense, make from time to time any additions, modifications or improvements to the Port Project as it may deem desirable to operate the Port Project for its intended purposes. Any such additions, modifications, or improvements shall become a part of the Port Project and owned by POSL. POSL may further remove any real or personal property, machinery, equipment, furniture, fixtures, trade fixtures or inventory constituting part of the Port Project at any time, provided that any damage to the Site occasioned by such removal shall be repaired by POSL at its own expense.

POSL will, with reasonable promptness, make all structural and non-structural, foreseen and unforeseen, and ordinary and extraordinary changes and repairs of every kind and nature which may be required to be made upon or in connection with the Port Project or any part thereof in order to keep and maintain the Port Project in good repair and appearance.

POSL agrees to comply, at its own cost and expense, with all laws now existing or hereafter enacted, including, but not limited to, all sanitary laws and ordinances, all rules and requirements of the State (including appropriate State agencies) and all other federal, parochial, and municipal requirements affecting the use, operation and cleanliness of the Port Project and all environmental laws, rules, and regulations promulgated by any local, parish, State or federal legislative, administrative or regulatory body to which the Port Project is subject. PGBR will use its best efforts to assist in obtaining all approvals.

SECTION 8. Dredging. The Parties hereto agree that maintaining adequate depth of the LMR is critical to the Port Project. Accordingly, POSL is authorized and shall be solely responsible for coordinating and causing dredging and other activities to maintain the depth of the LMR. Any such activities shall be conducted in accordance with applicable permits, which POSL is hereby authorized to obtain for the portions of the LMR necessary for the Site. PGBR shall fully cooperate with POSL in POSL's efforts to obtain any such permits in order to dredge areas of the LMR adjacent to the site to encourage efficiency and lower costs. POSL shall discharge any dredged material as it shall determine in its sole discretion provided that any disposal shall be in accordance with applicable permits.

SECTION 9. Project Revenue. Subject to the provisions of Section 10 hereof, and in consideration for the obligations of POSL with respect to the Port Project, including the Financing, operation, and maintenance thereof, all revenue derived by POSL from the Port Project shall accrue to POSL (subject to any contractual obligations of POSL) and be revenue solely of POSL.

SECTION 10. Marine Tariffs. (a) Any vessel berthing at the Port Project or mooring to a vessel so berthed shall pay any and all dockage fees and wharfage charges to and in accordance with tariffs determined and charged by POSL in its sole discretion, subject to the terms of any Financing.

(b) The Site, the Port Project, and the portion of the LMR associated with or adjacent thereto shall remain within the jurisdiction of PGBR for purposes of assessing and paying harbor fees and security surcharges levied by PGBR. Any vessel owing harbor fees or security surcharges in accordance with PGBR's existing tariff schedule shall pay any and all such fees to PGBR.

(c) In addition to the fees and charges set forth in subsections (a) & (b) of this Section, POSL shall be authorized, in its sole discretion, to charge and collect any other fees and charges with respect to any vessel berthing at the Port Project which it, in its sole discretion, may decide to implement on any basis which it shall determine. Such charges are not required by this Agreement to be uniformly applied to all vessels subject thereto.

(d) "Vessel" as used herein shall include every description of watercraft or other

EXHIBIT
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A Motion was offered by [illegible] to exit Executive Session. Time 4:54 p.m.

YEAS Mr. Scontrino, Ms. Dumas, Mrs. Hebert, Mr. Murray, Mr. Burks, Mr. Bazile, Mr. LeBlanc, Mr. Duhe', Mr. Joseph
NAYS None
ABSTAIN None
ABSENT None

Vice Chairman Scontrino stated that no action was taken.

ITEM 6C. CONSIDERATION OF PERSONNEL MATTERS.

A Motion was offered by Commissioner Scontrino and seconded by Commissioner Duhe authorizing and directing the Port to accept the Resignation of Paul Matthews as Executive Director. The Motion was called for a vote, which was as follows:

YEAS Mr. Scontrino, Ms. Dumas, Mrs. Hebert, Mr. Burks, Mr. Bazile, Mr. LeBlanc, Mr. Duhe', Mr. Joseph
NAYS None
ABSTAIN Mr. Murray
ABSENT None

Chairman Murray stated on the record that the vote resulted in 8 Yeas and 1 Abstention.

A Motion was offered by Commissioner Hebert and seconded by Commissioner Scontrino authorizing and directing the Port to name Brian Cox as its Interim Executive Director and that he assumes all the responsibility of the Executive Director including the authority to execute any documents, agreements, applications, checks and any and all official signatory items.

YEAS Mr. Scontrino, Ms. Dumas, Mrs. Hebert, Mr. Murray, Mr. Burks, Mr. Bazile, Mr. LeBlanc, Mr. Duhe', Mr. Joseph
NAYS None
ABSTAIN None
ABSENT None

7. ADJOURNMENT

A Motion was offered by Commissioner LeBlanc and seconded by Commissioner Dumas that the meeting be adjourned. 4:59 p.m.

YEAS Mr. Scontrino, Ms. Dumas, Mrs. Hebert, Mr. Murray, Mr. Burks, Mr. Bazile, Mr. LeBlanc, Mr. Duhe', Mr. Joseph
NAYS None
ABSTAIN None
ABSENT None

Stanley C. Bazile
Secretary

P. Joey Murray, III
Chairman

August 26, 2025

The following resolution was offered by *Com. LeBlanc* and seconded by *Com. Hebert*.

RESOLUTION

A RESOLUTION APPROVING A COOPERATIVE ENDEAVOR AGREEMENT BY AND AMONG THE PORT OF SOUTH LOUISIANA AND THE PORT OF GREATER BATON ROUGE.

WHEREAS, the Port of South Louisiana (the "Port") is a political subdivision of the State of Louisiana (the "State") created pursuant to Chapter 30 of Title 34 of the Louisiana Revised Statutes of 1950, as amended (the "POSL Act"), with a jurisdiction consisting of the Parishes of St. Charles, St. John the Baptist, and St. James; and

WHEREAS, the Port of Greater Baton Rouge ("PGBR") is a political subdivision of the State created pursuant to Chapter 7 of Title 34 of the Louisiana Revised Statutes of 1950, as amended (the "PGBR Act"), with a jurisdiction consisting of the Parishes of East Baton Rouge, West Baton Rouge, Iberville, Ascension, and Pointe Coupee; and

WHEREAS, the Port intends to participate in the development of a steel manufacturing/distribution facility located on the Lower Mississippi River ("LMR") within the State (such facility being collectively referred to herein as the "Project") by providing certain related/ancillary infrastructure including, but not limited to, a dock/conveyer system to transfer cargo to/from deep draft vessels in the LMR and moored at any such dock facility (the portion of the Project consisting of the dock/conveyor system and ancillary and subordinate facilities being collectively referred to herein as the "Port Project"); and

WHEREAS, notwithstanding the Port's participation therein, the Project and the Port Project are to be located in Ascension Parish, Louisiana, which is in the territorial jurisdiction of PGBR; and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes; and

WHEREAS, Article VI, Section 20 of the Louisiana Constitution of 1974 and the Local Services Law (Part VII, Chapter 2, Title 33 of the Louisiana Revised Statutes of 1950 (La. R.S. 33:1321, et seq.)) (collectively, the "Local Services Act") provides that a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions, either within or without the state, or with the United States or its agencies; and

[illegible] Rouge, West Baton Rouge, [illegible]

WHEREAS, POSL is a political subdivision of the State created pursuant to Chapter 30 of Title 34 of the Louisiana Revised Statutes of 1950, as amended (the "POSL Act"), with a jurisdiction consisting of the Parishes of St. Charles, St. John the Baptist, and St. James; and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes; and

WHEREAS, Article VI, Section 20 of the Louisiana Constitution of 1974 and the Local Services Law (Part VII, Chapter 2, Title 33 of the Louisiana Revised Statutes of 1950 (La. R.S. 33:1321, et seq.)) (collectively, the "Local Services Act") provides that a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions, either within or without the state, or with the United States or its agencies; and

WHEREAS, the PGBR Act, specifically La. R.S. 34:1223(C), empowers PGBR to construct or acquire and equip wharves and landings and other structures useful for the commerce of its port area and to provide mechanical facilities therefor; and

WHEREAS, the POSL Act, specifically La. R.S. 34:2475(C)(2)(a), empowers POSL to construct or acquire and equip wharves and landings and other structures useful for the commerce of its port area and to provide mechanical facilities therefor; and

WHEREAS, the POSL Act, specifically La. R.S. 34:2475.2(C), authorizes POSL to enter into any cooperative endeavor (statutorily defined as any form of economic development assistance between or among the POSL and any governmental entity, private corporation, or individual (such as PGBR)) for the purpose of cooperative economic development activity; and

WHEREAS, in or about early 2024, the State, through its Governor, the Honorable Jeff Landry, Louisiana Economic Development, a State office created for the purpose of fostering and developing business and economic opportunities in and for the benefit of the State ("LED"), and the Commissioner of the Office of Multi-Modal Commerce ("OMC") commenced discussions with representatives of Hyundai Steel Company, a corporation duly incorporated under the laws of the Republic of Korea ("Hyundai"), which discussions were aimed at securing Hyundai's development of a steel manufacturing/distribution facility located on the Lower Mississippi River ("LMR") within the State (such facility being collectively referred to herein as the "Project"); and

WHEREAS, discussions among the State, LED, the OMC Commissioner, and Hyundai resulted in the determination that such a steel manufacturing/distribution facility Project requires certain related/ancillary infrastructure developments including, but not limited to, a dock/conveyor system to transfer cargo to/from deep draft vessels in the LMR and moored at any such dock facility (the portion of the Project consisting of the dock/conveyor system and ancillary and subordinate facilities being collectively referred to herein as the "Port Project"); and

WHEREAS, such discussions among the State, LED, the Commissioner of OMC and Hyundai developed a concept pursuant to which a public agencies or political subdivisions of the State would develop, construct and perhaps lease to a third party such Port Project; and

WHEREAS, in connection with discussions among the State, LED, the Commissioner of OMC and Hyundai concerning the Project, representatives of Ascension Parish (the "Parish") were included and it was determined that a suitable site for development of the Project is on the westbank of the LMR within the Parish in the Riverplex Megapark site as designated by the Parish near the Village of Modest and across the LMR from the unincorporated community of Belmar (the "Site"); and

WHEREAS, the Site is located within the territorial jurisdiction of PGBR; and

WHEREAS, during discussions among the State, LED, the OMC, Hyundai and PGBR in 2024, PGBR concluded that it was in the best interest of PGBR to cooperate in but not exclusively develop the Port Project; and

WHEREAS, the OMC and LED then began joint discussions with PGBR and POSL given the operations of POSL being in close proximity to the Site, as to whether POSL had interest in working collaborating and/or assuming responsibility for the Port Project, considering its experience in developing, operating and/or leasing dock facilities within its territorial jurisdiction on the LMR; and

WHEREAS, after consultation with its legal counsel, POSL determined that it was interested in entering into a cooperative endeavor agreement with PGBR pursuant to the Local Services Act and pursuant to which POSL would develop the Port Project for the Project in the Parish, and that such Port Project development will result in the growth of economic benefits throughout the entire State including, but not limited to, those parishes within the territorial jurisdiction of POSL; and

WHEREAS, thereafter POSL confirmed that PGBR had a mutual interest in POSL's spearheading and leading the development of the Port Project, notwithstanding that the Port Project shall be constructed within the territorial jurisdiction of PGBR and is within the authorized powers and functions of PGBR pursuant to the PGBR Act; and

WHEREAS, PGBR is authorized pursuant to the PGBR Act to construct and develop facilities such as the Port Project within its jurisdiction, and POSL is authorized pursuant

[illegible] POSL will, with [illegible], [illegible] foreseen and unforeseen, and ordinary and extraordinary changes and repairs of every kind and nature which may be required to be made upon or in connection with the Port Project or any part thereof in order to keep and maintain the Port Project in good repair and appearance.

POSL agrees to comply, at its own cost and expense, with all laws now existing or hereafter enacted, including, but not limited to, all sanitary laws and ordinances, all rules and requirements of the State (including appropriate State agencies) and all other federal, parochial, and municipal requirements affecting the use, operation and cleanliness of the Port Project and all environmental laws, rules, and regulations promulgated by any local, parish, State or federal legislative, administrative or regulatory body to which the Port Project is subject. PGBR will use its best efforts to assist in obtaining all approvals.

SECTION 8. Dredging. The Parties hereto agree that maintaining adequate depth of the LMR is critical to the Port Project. Accordingly, POSL is authorized and shall be solely responsible for coordinating and causing dredging and other activities to maintain the depth of the LMR. Any such activities shall be conducted in accordance with applicable permits, which POSL is hereby authorized to obtain for the portions of the LMR necessary for the Site. PGBR shall fully cooperate with POSL in POSL's efforts to obtain any such permits in order to dredge areas of the LMR adjacent to the site to encourage efficiency and lower costs. POSL shall discharge any dredged material as it shall determine in its sole discretion, provided that any disposal shall be in accordance with applicable permits.

SECTION 9. Project Revenue. Subject to the provisions of Section 10 hereof, and in consideration for the obligations of POSL with respect to the Port Project, including the Financing, operation, and maintenance thereof, all revenue derived by POSL from the Port Project shall accrue to POSL (subject to any contractual obligations of POSL) and be revenue solely of POSL.

SECTION 10. Marine Tariffs. (a) Any vessel berthing at the Port Project or mooring to a vessel so berthed shall pay any and all dockage fees and wharfage charges to and in accordance with tariffs determined and charged by POSL in its sole discretion, subject to the terms of any Financing.

(b) The Site, the Port Project, and the portion of the LMR associated with or adjacent thereto shall remain within the jurisdiction of PGBR for purposes of assessing and paying harbor fees and security surcharges levied by PGBR. Any vessel owing harbor fees or security surcharges in accordance with PGBR's existing tariff schedule shall pay any and all such fees to PGBR.

(c) In addition to the fees and charges set forth in subsections (a) & (b) of this Section, POSL shall be authorized, in its sole discretion, to charge and collect any other fees and charges with respect to any vessel, berthing at the Port Project which it, in its sole discretion, may decide to implement on any basis which it shall determine. Such charges are not required by this Agreement to be uniformly applied to all vessels subject thereto.

(d) "Vessel" as used herein shall include every description of watercraft or other artificial contrivance whether self-propelled or non-self-propelled, used, or capable of being used, as a means of transportation and/or storage on water, and shall include in its meaning the owner or any charterer(s) thereof.

SECTION 11. Reporting Requirements. POSL shall provide a report to PGBR on or before the 25th day of each month detailing the following with respect to the Port Project for the prior calendar month:

- Number of vessels paying dockage fees to POSL
- Total amount of dockage fees paid to POSL
- Number of vessels paying wharfage fees to POSL
- Total amount of wharfage fees paid to POSL
- Number of vessels paying other fees to POSL
- Total amount of other fees paid to POSL

For the avoidance of doubt, the reports required in this Section shall only be required with respect to vessels docking or berthing at the Port Project. The reporting requirement contained herein shall begin with the first calendar month the Port Project is placed [illegible] service, with the first report being due on the 25th day of the following month.

SECTION 12. Assignment. POSL is authorized to assign all or any portion of [illegible] of its rights, duties, and obligations under this Agreement to one or more entities selected by it, in its sole discretion, to operate, access, or otherwise utilize the Port Project.

SECTION 13. Term and Termination of Agreement. This Agreement shall be effective as of the date set forth in the introductory paragraph hereto (the "Effective Date") [illegible] in consideration of the necessity of the Port Project and the fact that POSL presently intends to fund construction of the Port Project through a public finance transaction, [illegible] be binding upon the Parties and remain in effect until the later of (1) the first date [illegible] which the contractual obligations of POSL with respect to any Financing, including but not limited to any bonded indebtedness issued by POSL with respect to the Port Project or bonds issued by POSL to refund any bonded indebtedness with respect to the [illegible] Project, are no longer binding on POSL or otherwise outstanding in accordance with [illegible] respective terms, or (2) the first date on which POSL no longer owns the Port Project.

Notwithstanding the foregoing, until POSL has commenced physical construction of the Port Project, POSL shall have the right to terminate this Agreement, in its [illegible] discretion, at any time.

WHEREAS, Article VI, Section 14(C) of the Constitution of Louisiana provides that "[f]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual";

WHEREAS, the Board is an independent political subdivision of the State of Louisiana, created pursuant to the provisions of La. R.S. 34:1, et seq.;

WHEREAS, St. Bernard Port is a public corporation and political subdivision of the State of Louisiana, created pursuant to the provisions of La. R.S. 34:1701, et seq.;

WHEREAS, Port of South Louisiana is an independent political subdivision of the State of Louisiana, created pursuant to the provisions of La. R.S. 34:2471, et seq.;

WHEREAS, Greater Baton Rouge Port is an independent political subdivision of the State of Louisiana, created pursuant to the provisions of La. R.S. 34:1221, et seq.;

WHEREAS, Plaquemines Port is a public corporation and political subdivision of the State of Louisiana, created pursuant to the provisions of La. R.S. 34:1951, et seq.;

WHEREAS, the Board, on behalf of and for the benefit of all Parties, intends to retain certain consultants for the public purpose of the development of a collaborative marketing strategy, which will benefit the five (5) deep-water ports of the Lower Mississippi River (the "Project");

WHEREAS, Greater Baton Rouge Port, Port of South Louisiana, St. Bernard Port, Plaquemines Port (collectively, the "Port Partners") each acknowledge the Board's plan to procure the Project and agree to assist and cooperate with its implementation by providing cooperation and funding as hereinafter provided;

To St. Bernard Port:	Drew M. Heaphy St. Bernard Port, Harbor and Terminal District 100 Port Blvd. 3rd Floor Chalmette, Louisiana 70043 dheaphy@stbernardport.com
To Plaquemines Port:	Charles D. Tillotson Plaquemines Port Harbor and Terminal District P.O. Box 547 Belle Chasse, Louisiana 70037 ctillotson@ppthd.com

VI. MISCELLANEOUS PROVISIONS.

A. Applicable Law. This Agreement shall be governed by and enforced in all respects in accordance with the laws of the State of Louisiana, without giving effect to any conflict of laws provisions.

B. Severability. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time and/ or to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

C. Non-Waiver. The failure of a Party to strictly enforce any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced. Any waiver by a Party of any term, condition, covenant or breach of this Agreement shall not be deemed to be a continuing waiver of the same.

Assignability. No Party shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of such the remaining Parties.

E. Drafting of the Agreement. The Parties agree that the terms and conditions of this Agreement are the result of arm's length negotiations between the Parties and/ or their counsel. No Party shall be considered to be the drafter of the Agreement or any provision hereof for the purpose of any statute, jurisprudential rule, or rule of contractual interpretation or construction that might cause any provision to be construed against the drafter.

F. Exclusive Benefit. Except as otherwise stated herein, this Agreement is entered into for the exclusive benefit of the Parties, and the Parties expressly disclaim any intent to benefit any person that is not a Party to the Agreement.

G. Authority. Each of the signatories to this Agreement represents and warrants that he or she is fully authorized and empowered to enter into and execute this Agreement for himself or herself and/or any Party such signatory represents. Each Party warrants to the other that (i) it has the requisite right, power, and authority to execute, deliver, and perform the terms and conditions of this Agreement and to consummate the transaction contemplated in this Agreement; (ii) it has taken all action necessary to authorize the execution, delivery, and performance of the terms and conditions of this Agreement and all other documents and agreements to be executed and/or delivered in connection with or pursuant to this Agreement, and (iii) the performance by the Party of its duties, obligations, and responsibilities under this Agreement will not violate or constitute a default under the terms and provisions of any laws of the State of Louisiana, or any material agreement, document, or instrument to which such Party is a party or by which such Party is bound or affected.

H. Headings. Any headings in this Agreement are inserted for the convenience of reference only and shall not be considered in the construction or interpretation of this Agreement.

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. For purposes of this Section, facsimile and PDF signatures are acceptable.

J. Entire Agreement. This Agreement constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, between the Parties regarding the obligations herein are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by all Parties.

THUS DONE AND SIGNED, by the Parties, through their authorized representatives, on the dates written below.

BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS
By: ____________________
Beth Ann Branch
President and Chief Executive Officer
Date: ____________________

APPROVED:
Chief Legal Officer

GREATER BATON ROUGE PORT COMMISSION
By: ____________________
Jay G. Hardman, P.E.
Executive Director
Date: ____________________

THE PORT OF SOUTH LOUISIANA
By: ____________________
Paul Matthews
Chief Executive Officer
Date: ____________________

ST. BERNARD PORT, HARBOR AND TERMINAL DISTRICT
By: ____________________
Drew M. Heaphy
Executive Director
Date: ____________________

PLAQUEMINES PORT HARBOR AND TERMINAL DISTRICT
By: ____________________
Charles Tillotson
Executive Director
Date: ____________________

EXHIBIT A

POLARIS ANALYTICS & CONSULTING PROPOSAL
DATED JULY 24, 2025
AGREEMENT
BETWEEN
BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS AND
POLARIS ANALYTICS & CONSULTING, LLC
FOR COLLABORATIVE MARKETING STRATEGY SERVICES FOR THE FIVE
DEEP-WATER PORTS OF THE LOWER MISSISSIPPI RIVER

This AGREEMENT ("Agreement") is entered into on the dates written below, by and between the Board of Commissioners of the Port of New Orleans ("Board"), an independent political subdivision of the State of Louisiana, represented herein by Beth A. Branch, its President and Chief Executive Officer, duly authorized, and Polaris Analytics & Consulting ("Consultant"), a Limited Liability Company, represented herein by Ken Eriksen, its Managing Member and Strategic Advisor, duly authorized. The Board and Consultant are at times collectively referred to herein as "Parties" and individually as a "Party."

1. SCOPE & SCHEDULE OF SERVICES

1.1 Scope & Schedule of Services. Consultant shall perform collaborative marketing strategy services for the five deep-water ports of the lower Mississippi River (the "LMR Ports") in the manner and in accordance with the Scope of Services, a copy of which is attached hereto and incorporated herein as Exhibit B (the "Services").

The Board may ...

... the Consultant upon request.

3. TERM & TERMINATION.

3.1 Term. The primary term of this Agreement shall be for one (1) year ("Initial Term") and shall commence on the latest date of execution by the Parties ("Effective Date"). The Board shall, in its sole discretion, have the option to renew this Agreement for two (2) additional one (1) year periods ("Optional Year 1 and Optional Year 2, respectively") (the Initial Term and Option Years 1 and 2, if applicable, are referred to collectively as the "Term"). If the Board desires to exercise its option(s), it shall notify the Consultant in writing prior to the expiration of the current term.

3.2 Termination. The Board shall have the right to terminate this Agreement for its convenience at any time without penalty by giving thirty (30) calendar days' advanced written notice to Consultant of such termination or negotiating with Consultant for an earlier termination date. Upon receipt of written notice of termination, Consultant shall take all necessary and reasonable steps to cease all Services and shall issue a final invoice to the Board for all Services properly performed prior thereto.

4. DUE DILIGENCE, STANDARD OF CARE & COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

4.1 Diligence and Standard of Care. Consultant shall perform all of its obligations pursuant to this Agreement with due diligence. The standard of care applicable to Consultant's Services shall be the degree of skill and diligence normally employed by consultants performing the same or similar services at the time said Services are performed in this geographical area and as set forth in the Scope of Services. Consultant shall re-perform any Services not meeting this standard without additional compensation. Consultant fully understands that approval and acceptance by Board of any plans, reports, or other documents prepared by Consultant or its subconsultants under this Agreement shall not relieve Consultant of the responsibility for properly performing the Services in accordance with this Agreement.

4.2 Compliance with Laws, Rules, and Regulations. Consultant shall comply, and shall ensure that all members of the Consultant Group, as defined below, comply, with all applicable federal, state, and local laws, rules, and regulations, and all applicable industry guidelines, standards, specifications, and manuals (collectively referred to as "Laws").

5. NOTICES. Except as otherwise provided herein, all notices or other correspondence with respect to this Agreement shall be sent by United States registered or certified mail or by national overnight courier service to each Party's respective designated contact, as provided below. Notice shall be deemed effective upon delivery.

FOR THE BOARD:	Chief of Staff and External Affairs Board of Commissioners of the Port of New Orleans 1350 Port of New Orleans Place New Orleans, Louisiana 70130
With a copy to:	Chief Legal Officer Board of Commissioners of the Port of New Orleans P.O. Box 60046 New Orleans, Louisiana 70160

FOR CONSULTANT:

Each Party shall be responsible for immediately notifying the other Party in writing of any change in its designated contact during the Term of this Agreement. Failure to do so shall not nullify the effectiveness of any notice properly delivered to the address provided to the previously designated contact.

6. INDEMNIFICATION & LIMITATION OF LIABILITY

6.1 Indemnity. To the fullest extent allowed by law, Consultant agrees to protect, defend, indemnify and hold harmless the Board, the New Orleans Public Belt Railroad Commission for the Port of New Orleans ("NOPB"), and their officers, directors, commissioners, employees and agents (collectively "Indemnitees") from and against any and all demands, claims, causes of action, proceedings, liabilities, losses, damages, fines, costs, and expenses, including but not limited to reasonable attorneys' fees and litigation expenses, arising from or in any way connected or alleged to be connected with (1) Consultant's and/or any of its employee's, subconsultant's, director's, agent's or officer's (collectively "Consultant Group") performance or failure to perform any of its obligations under this Agreement and/or (2) the intentional acts, gross negligence, or negligence of Consultant or any member of the Consultant Group (individually a "Claim" and collectively "Claims"). Consultant hereby acknowledges that the duty to defend is a separate and distinct obligation and, on the filing or assertion of any Claim, Consultant shall defend the Indemnitees from and against the Claim at Consultant's sole cost. When in the course of fulfilling its obligations under this Agreement, Consultant must engage attorneys to defend Indemnitees and shall obtain the prior written consent of the Board's Chief Legal Officer to the attorneys to be engaged.

6.2 Limitation of Liability. The Board shall not be liable to the Consultant or any member of the Consultant Group, for any indirect, incidental, consequential, or punitive damages, including any lost profits, data, goodwill, or business opportunity, for any matter relating to this Agreement regardless of whether a claim is based in contract, tort (including negligence), strict liability, violation of any applicable deceptive trade practices act or similar legal requirement or any other legal or equitable principle.

7. INSURANCE

A. General Insurance Requirements

1. Insurance Companies - All insurance shall be written with insurance companies authorized and licensed to do business in the State of Louisiana and having a current A.M. Best's rating A- VII, or better. Any coverage provided under a self-insured program must first be approved in writing by the Board.

2. Primary and Noncontributory - All insurance required of the Consultant herein, including any excess or umbrella coverage, shall be primary insurance to any other insurance that may be carried by the Board and/or NOPB for its own protection or which may otherwise provide any insurance coverage to the Board and/or NOPB. Any insurance or self-insurance maintained by Board and/or NOPB shall be excess of Consultant's insurance and shall not contribute with it in any way.

3. Proof of Insurance - Before this Agreement becomes effective, the Consultant shall furnish to the Risk Manager an original, latest edition standard ACORD form, or equivalent documentation acceptable to the Board, evidencing that it has procured the insurance required herein. The Board reserves the right to require Consultant provide updated certificates of insurance, declaration pages, and/or endorsements at any time. Consultant shall replace all such certificates with new ones upon expiration.

4. Additional Insured - Except for workers' compensation and professional liability, all insurance required herein shall include the following as additional insureds: "Board of Commissioners of the Port of New Orleans, its officers, agents, and employees; and the New Orleans Public Belt Railroad Commission for the Port of New Orleans, its officers, agents, and employees." The additional insured for the Commercial General Liability policy shall be for both ongoing and completed operations, using an endorsement form at least as broad as ISO CG 20 10 11 85 or CG 20 10 10 01 if used with CG 20 37 10 01 (or their combined equivalent). Such endorsements shall be furnished to the Board's Risk Manager.

5. Waiver of Subrogation - Except for professional liability, all insurance policies required herein, as well as any other insurance carried by Consultant for its protection, Consultant shall waive all rights of subrogation and shall require that its insurers waive any and all rights of subrogation against the Board and/or NOPB. Such waiver of subrogation shall be evidenced by endorsements to the applicable policies.

6. Notice of Cancellation and Material Change - All policies required herein shall provide for written notice of cancellation or non-renewal in accordance with policy provisions to be sent to the Board. In the event of notice of cancellation of or material change in any insurance required herein, upon receiving notice of such, Consultant shall immediately provide written notice of the same to the Board. All insurance notice must be sent to the Board at P.O. Box 60040, New Orleans, LA 70160, Attention: Risk Manager.

7. Maintaining Insurance - Except as otherwise stated herein, all insurance policies herein required shall remain in full force and effect until the completion of the work and the acceptance thereof or through the term of this Agreement and any renewals/ extensions thereto, whichever is later ("Required Insurance Period"). If any insurance required herein is cancelled or materially changed, and not immediately replaced during the Required Insurance Period, the Board and/or NOPB reserves the right to purchase insurance at the expense of the Consultant to protect the Board's and/or NOPB's own interest. The furnishing of insurance shall not relieve the Consultant of the responsibility for losses not covered by insurance.

8. Subconsultant's Insurance - Consultant shall require and verify that any and all subconsultants maintain insurance of the same nature and in the same amounts as required of Consultant herein unless otherwise identified. It is the responsibility of the Consultant to ensure subconsultants have the required insurance. Upon request, Consultant shall furnish to the Board proof of subconsultant's insurance. Insurance provisions required of subconsultants may be modified only upon written approval by Board.

9. Subject to Revision - The amounts and types of insurance required herein shall be subject to revision annually and at each renewal term or extension at the discretion of the Board.

10. No Representation or Warranty - The Board and the NOPB makes no representation or warranty that the insurance set forth in this section will be sufficient to protect the Consultant's interests. The coverages specified below are minimum amounts. In the event that the Consultant maintains higher limits of coverage, the limits required under this Agreement shall be the minimum limits stated or the limits carried, whichever are higher. The insurance requirements under this Agreement shall in no way limit Consultant's liability, including Consultant's indemnification obligations.

11. Deductibles - The Consultant shall be liable for any deductibles or self-insured retentions it maintains under the required insurance.

12. Combination of Coverages - A combination of primary and excess or umbrella insurance may be used to satisfy the requirements of this section. Any excess or

procure and maintain at its sole cost and expense errors and omissions/professional liability insurance with the following minimum limits: one million dollars ($1,000,000) per occurrence or claim. Consultant shall maintain this coverage in full force and effect through the applicable preemptive period or statute of repose. Consultant shall furnish the Board evidence of continuation of such insurance through the end of this period. Consultant shall notify the Board in writing in the event of any cancellation of coverage.

8. INDEPENDENT CONTRACTOR RELATIONSHIP. It is expressly agreed and understood that Consultant is an independent consultant with respect to the performance of all Services and neither Consultant nor any member of the Consultant Group shall be deemed for any purpose to be the employee, agent, servant, invitee, or representative of the Board or the Indemnitees. Consultant shall at all times have ultimate control over its operations and the actual performance and supervision of all Services under this Agreement. Neither Consultant nor any member of the Consultant Group shall have any authority to represent or bind the Indemnitees in any way, and neither Consultant nor its employees shall hold themselves out as having authority to act for the Indemnitees.

9. WAIVER OF BENEFITS. It is expressly agreed and understood between the Parties that Consultant, acting as an independent consultant, shall not be entitled to receive from the Board any sick and/or annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, Social Security, retirement benefits and/or any other employee benefits for any Services performed under this Agreement.

10. PROTECTION OF THE BOARD'S INFORMATION AND DATA. All financial, statistical, personnel, technical and other data and information relating to the Board's and/ or LMR Ports' property or operations which Consultant or any member of the Consultant Group create, or which becomes available to Consultant or any member of the Consultant Group in connection with this Agreement and/or its/their performance of the Services, shall be treated as confidential and protected from unauthorized use or disclosure. Neither Consultant nor any member of the Consultant Group shall use any of the information, which it collects, gathers or creates or is otherwise provided in connection with this Agreement for personal gain or any other purpose without the prior written approval of the Board's President and Chief Executive Officer and Chief Legal Officer. Furthermore, neither Consultant nor any member of the Consultant Group shall release any such information to a third party without the prior written approval of the Board's President and Chief Executive Officer and Chief Legal Officer.

11. SUBCONTRACTS. Consultant shall not use any subconsultant unless Consultant has received prior written approval from the Board's Chief of Staff and External Affairs. The Board may require information regarding ownership interests in the subconsultant prior to approval of the subconsultant's retention. Consultant shall incorporate in all subcontracts and shall require that all subconsultants comply with the obligations set forth in the following Sections: Due Diligence, Standard of Care, & Compliance with Laws, Rules, and Regulations (Section 4); Indemnification & Limitation of Liability (Section 6); Insurance (Section 7); Independent Contractor Relationship (Section 8); Waiver of Benefits (Section 9); Protection of the Board's Information and Data (Section 10); Right to Audit (Section 12); Severability (Section 13.3); Assignability (Section 13.4); Applicable Law, Waiver of Venue, and Waiver of Jury (Section 13.5); Drafting of the Agreement (Section 13.9); Code of Ethics (Section 13.10); and Non-Waiver (Section 13.11).

12. RIGHT TO AUDIT. Consultant and its subconsultants, if any, shall maintain and retain complete and accurate books, documents, papers, accounting records and other evidence pertaining to the performance of all obligations hereunder, and the compensation due as a result thereof, for a period of five (5) years from the date of the final payment under this Agreement. Consultant agrees to permit the Legislative Auditor of the State of Louisiana and/or the Board or the other LMR Ports' auditors (internal or external) to inspect, examine and/or conduct an audit of all books, accounts and records of Consultant, pertaining to the obligations hereunder and/or the compensation due therefor. This access will include inspection and reproduction of the Consultant's books, accounts and records at no cost to the Board or other LMR Ports.

13. GENERAL PROVISIONS.

13.1 Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from Agreement, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

13.2 Non-Discrimination. In the performance of this Agreement, Consultant will not discriminate against any employee on the basis, whether in fact or perception, of a person's race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture or ancestry status. Consultant agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

13.3 Severability. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person and/or circumstance shall, at any time and/or to any extent, be found to be invalid or unenforceable by a court of law, the remainder of this Agreement or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

13.4 Assignability. Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of Board. Consultant acknowledges that Board may assign this Agreement as part of a transfer of all or part of its operations and/or assets.

13.5 Applicable Law, Waiver of Venue, & Waiver of Jury. This Agreement shall be governed by and enforced in all respects in accordance with the laws of the State of Louisiana, without giving effect to any conflict of laws provisions. Venue of any action arising from this Agreement shall be exclusively in the Civil District Court, Parish of Orleans, State of Louisiana or the United States District Court for the Eastern District of Louisiana. The Parties irrevocably waive any objection which they may have now or hereafter to (a) the personal jurisdiction of the federal and state courts in the State of Louisiana, (b) the venue of any proceeding brought in such court, or (c) that such proceedings have been brought in a non-convenient forum when brought in such court. The Parties irrevocably agree that any final judgment (after appeal or expiration of time for appeal) entered by such court shall be conclusive and binding upon the Parties and may be enforced in the courts of any other jurisdiction to the fullest extent permitted by law. Each of the Parties hereby irrevocably waives its right to a jury trial of any claim or cause of action based upon or arising out of this Agreement. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of the overall transaction, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims.

13.6 Attorneys' Fees and Costs. In any action or proceeding between the Parties seeking the enforcement of any of the terms and conditions of this Agreement, the prevailing Party in such action or proceeding shall be awarded, in addition to any damages or equitable relief, its reasonable attorneys' fees and costs.

13.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. For purposes of this Section, facsimile and PDF signatures are acceptable.

13.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both Parties. In the event of any conflict between the terms of this Agreement and its Exhibits, the terms of this Agreement shall prevail.

13.9 Drafting of Agreement. The Parties agree that the terms and conditions of this Agreement are the result of arm's length negotiations between the Parties and/or their counsel. Neither Party shall be considered to be the drafter of the Agreement or any provision hereof for the purpose of any statute, jurisprudential rule, or rule of contractual interpretation or construction that might cause any provision to be construed against the drafter.

13.10 Code of Ethics. Consultant acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et seq., Code of Governmental Ethics) applies to Consultant in the performance of its obligations under this Agreement. Consultant agrees to immediately notify Board if potential violations of the Code of Governmental Ethics arise at any time during the Term of this Agreement. Consultant executed affidavits ("Non-Collusion Affidavit," and "Attestations Affidavit") are attached hereto as Exhibits C and D.

13.11 Non-Waiver. The failure of a Party to strictly enforce any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced. Any waiver by a Party of any term, condition, covenant, or breach of this Agreement shall not be deemed to be a continuing waiver of same. The Board reserves any and all rights it has under state and federal law in the event of breach of this Agreement by any member of Consultant Group.

13.12 Authority. Each of the signatories to this Agreement represents and warrants that he or she is fully authorized and empowered to enter into and execute this Agreement for himself or herself and/or any Party such signatory represents. Each Party warrants to the other that (a) it has the requisite right, power, and authority to execute, deliver, and perform the terms and conditions of this Agreement and to consummate the transaction contemplated in this Agreement, (b) it has taken all action necessary to authorize the

Jay G. Hardman, P.E.
Executive Director
Date: ____________________

THE PORT OF SOUTH LOUISIANA
By: ____________________
Paul Matthews
Chief Executive Officer
Date: ____________________

ST. BERNARD PORT, HARBOR AND TERMINAL DISTRICT
By: ____________________
Drew M. Heaphy
Executive Director
Date: ____________________

PLAQUEMINES PORT HARBOR AND TERMINAL DISTRICT
By: ____________________
Charles Tillotson
Executive Director
Date: ____________________

EXHIBIT A

POLARIS ANALYTICS & CONSULTING PROPOSAL

DATED JULY 24, 2025

AGREEMENT

BETWEEN

BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS AND

POLARIS ANALYTICS & CONSULTING, LLC

FOR COLLABORATIVE MARKETING STRATEGY SERVICES FOR THE FIVE DEEP-WATER PORTS OF THE LOWER MISSISSIPPI RIVER

This AGREEMENT ("Agreement") is entered into on the dates written below, by and between the Board of Commissioners of the Port of New Orleans ("Board"), an independent political subdivision of the State of Louisiana, represented herein by Beth A. Branch, its President and Chief Executive Officer, duly authorized, and Polaris Analytics & Consulting ("Consultant"), a Limited Liability Company, represented herein by Ken Eriksen, its Managing Member and Strategic Advisor, duly authorized. The Board and Consultant are at times collectively referred to herein as "Parties" and individually as a "Party."

1. SCOPE & SCHEDULE OF SERVICES

1.1 Scope & Schedule of Services. Consultant shall perform collaborative marketing strategy services for the five deep-water ports of the lower Mississippi River (the "LMR Ports") in the manner and in accordance with the Scope of Services, a copy of which is attached hereto and incorporated herein as Exhibit B (the "Services").

The Board may suspend any Service by giving written notice of such to Consultant. Upon receipt of said notice, Consultant shall immediately suspend said Services in accordance therewith. Consultant shall resume said Services within five (5) days of receipt of written notice to proceed from Board.

In the event that services are required beyond those set forth above ("Additional Services"), Consultant shall submit a written change order to the Board detailing the scope and estimated cost based on the Rates set forth in Section 2 and receive written approval from the Board's Chief of Staff and External Affairs prior to commencing said Additional Services. Any Additional Services performed by Consultant that are not properly authorized in advance shall be at Consultant's sole cost, risk and expense.

1.2 Commencement of Services. Consultant shall commence all Services upon written notice to proceed as authorized by the Board's Chief of Staff and External Affairs or her designee.

2. COMPENSATION, INVOICING, and PAYMENT

2.1 Compensation. Consultant's compensation for the proper performance of all Services under this Agreement shall be in accordance with the rates set forth on Exhibit A, a copy of which is attached hereto and incorporated herein, which shall include all costs, fees, and expenses, including any subconsultants' fees.

2.2 Consultant's Total Compensation. The total Services performed under this Agreement shall not exceed two hundred forty-five thousand dollars and no cents ($245,000.00).

2.3 Invoices & Payment. Invoices shall be submitted via email to sandra.schlosser@portnola.com with a copy to [illegible]@portnola.com within thirty (30) calendar days of the corresponding Services dates. All invoices shall include the following: date(s) of Services provided; a description of the Service(s) provided; and the pricing per Service, in accordance with the rates set forth in Section 2.1. The Board may require additional written documentation as determined to be necessary in the Board's sole discretion. The Board will pay approved invoices within thirty (30) calendar days of receipt.

2.4 Taxes. Consultant shall be responsible for payment of all taxes due as a result of this Agreement pursuant to applicable law. The Board is exempt from paying Louisiana state and local sales and use taxes and will furnish an exemption certificate to

Risk Manager.

5. Waiver of Subrogation - Except for professional liability, all insurance policies required herein, as well as any other insurance carried by Consultant for its protection, Consultant shall waive all rights of subrogation and shall require that its insurers waive any and all rights of subrogation against the Board and/or NOPB. Such waiver of subrogation shall be evidenced by endorsements to the applicable policies.

6. Notice of Cancellation and Material Change - All policies required herein shall provide for written notice of cancellation or non-renewal in accordance with policy provisions to be sent to the Board. In the event of notice of cancellation of or material change in any insurance required herein, upon receiving notice of such, Consultant shall immediately provide written notice of the same to the Board. All insurance notice must be sent to the Board at P.O. Box 60046, New Orleans, LA 70160, Attention: Risk Manager.

7. Maintaining Insurance - Except as otherwise stated herein, all insurance policies herein required shall remain in full force and effect until the completion of the work and the acceptance thereof or through the term of this Agreement and any renewals/extensions thereto, whichever is later ("Required Insurance Period"). If any insurance required herein is cancelled or materially changed and not immediately replaced during the Required Insurance Period, the Board and/or NOPB reserves the right to purchase insurance at the expense of the Consultant to protect the Board's and/or NOPB's own interest. The furnishing of insurance shall not relieve the Consultant of the responsibility for losses not covered by insurance.

8. Subconsultant's Insurance - Consultant shall require and verify that any and all subconsultants maintain insurance of the same nature and in the same amounts as required of Consultant herein unless otherwise identified. It is the responsibility of the Consultant to ensure subconsultants have the required insurance. Upon request, Consultant shall furnish to the Board proof of subconsultant's insurance. Insurance provisions required of subconsultants may be modified only upon written approval by Board.

9. Subject to Revision - The amounts and types of insurance required herein shall be subject to revision annually and at each renewal term or extension at the discretion of the Board.

10. No Representation or Warranty - The Board and the NOPB make no representation or warranty that the insurance set forth in this section will be sufficient to protect the Consultant's interests. The coverages specified below are minimum amounts. In the event that the Consultant maintains higher limits of coverage, the limits required under this Agreement shall be the minimum limits stated or the limits carried, whichever are higher. The insurance requirements under this Agreement shall in no way limit Consultant's liability, including Consultant's indemnification obligations.

11. Deductibles - The Consultant shall be liable for any deductibles or self-insured retentions it maintains under the required insurance.

12. Combination of Coverages - A combination of primary and excess or umbrella insurance may be used to satisfy the requirements of this section. Any excess or umbrella insurance must follow form with the underlying coverages and be primary and noncontributory with any coverage maintained by the Board and/or NOPB.

13. Exceptions - Any exceptions to either the general or specific insurance requirements must be approved in writing by the Board. However, if this Agreement was awarded pursuant to La. R.S. 38:2212.1(A)(1)(b), no exceptions will be allowed. Any exception granted may be rescinded if such circumstances warrant.

B. Specific Minimum Insurance Requirements.

1. Commercial General Liability Insurance - Consultant shall procure and maintain at its sole cost and expense commercial general liability insurance (on an occurrence basis) covering bodily injury, property damage, personal and advertising injury, products and completed operations, and liability assumed under an insured contract with a limit of liability of not less than one million dollars ($1,000,000) per occurrence and a general aggregate of two million dollars ($2,000,000). The aggregate limit for products and completed operations shall be not less than two million dollars ($2,000,000). ($2,000,000). This insurance shall include coverage for explosion, collapse and underground property damage hazards. If the work requires the use of watercraft, the watercraft exclusion shall be eliminated. If the work will occur within 50 feet of a railroad, the exclusion for work within 50 feet of a railroad shall be eliminated by means of endorsement CG 24 17 or similar coverage or endorsement.

2. Commercial Automobile Liability Insurance - Consultant shall procure and maintain at its sole cost and expense commercial automobile liability insurance which shall include owned, hired and non-owned coverage with limit of liability of not less than one million dollars ($1,000,000) combined single limit each accident for bodily injury and property damage. Employee versus employee exclusion shall be removed.

3. Workers' Compensation and Employer's Liability - Insurance Consultant shall procure and maintain at its sole cost and expense statutory workers' compensation insurance, to cover liability imposed by Federal and State statutes having jurisdiction over the Consultant's employees, and Employer's Liability coverage with limits of not less than one million dollars ($1,000,000) each employee disease, one million dollars ($1,000,000) each accident, and one million dollars ($1,000,000) each disease policy limit.

4. Professional Liability / Errors and Omissions Insurance - Consultant shall

claims, breach of duty claims, and all other common law and statutory claims.

13.6 Attorneys' Fees and Costs. In any action or proceeding between the Parties seeking the enforcement of any of the terms and conditions of this Agreement, the prevailing Party in such action or proceeding shall be awarded, in addition to any damages or equitable relief, its reasonable attorneys' fees and costs.

13.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. For purposes of this Section, facsimile and PDF signatures are acceptable.

13.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both Parties. In the event of any conflict between the terms of this Agreement and its Exhibits, the terms of this Agreement shall prevail.

13.9 Drafting of Agreement. The Parties agree that the terms and conditions of this Agreement are the result of arm's length negotiations between the Parties and/or their counsel. Neither Party shall be considered to be the drafter of the Agreement or any provision hereof for the purpose of any statute, jurisprudential rule, or rule of contractual interpretation or construction that might cause any provision to be construed against the drafter.

13.10 Code of Ethics. Consultant acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et seq., Code of Governmental Ethics) applies to Consultant in the performance of its obligations under this Agreement. Consultant agrees to immediately notify Board if potential violations of the Code of Governmental Ethics arise at any time during the Term of this Agreement. Consultant executed affidavits ("Non-Collusion Affidavit," and "Attestations Affidavit") are attached hereto as Exhibits C and D.

13.11 Non-Waiver. The failure of a Party to strictly enforce any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced. Any waiver by a Party of any term, condition, covenant, or breach of this Agreement shall not be deemed to be a continuing waiver of same. The Board reserves any and all rights it has under state and federal law in the event of breach of this Agreement by any member of Consultant Group.

13.12 Authority. Each of the signatories to this Agreement represents and warrants that he or she is fully authorized and empowered to enter into and execute this Agreement for himself or herself and/or any Party such signatory represents. Each Party warrants to the other that (a) it has the requisite right, power, and authority to execute, deliver, and perform the terms and conditions of this Agreement and to consummate the transaction contemplated in this Agreement, (b) it has taken all action necessary to authorize the execution, delivery, and performance of the terms and conditions of this Agreement and all other documents and agreements to be executed and/or delivered in connection with or pursuant to this Agreement, and (c) the performance by the Party of its duties, obligations, and responsibilities under this Agreement will not violate or constitute a default under the terms and provisions of any applicable law, or any material agreement, document, or instrument to which such Party is a party or by which such Party is bound or affected.

13.13 Exclusive Benefit. Except as otherwise provided herein, this Agreement is entered into for the exclusive benefit of the Board and Consultant, and the Parties expressly disclaim any intent to benefit any person that is not a Party to this Agreement.

13.14 Survival. The following Sections will survive the expiration or termination of this Agreement and remain in effect until fulfilled: Due Diligence, Standard of Care, & Compliance with Laws, Rules, and Regulations (Section 4); Indemnification & Limitation of Liability (Section 6); Independent Contractor Relationship (Section 8); Waiver of Benefits (Section 8); Protection of the Board's Information and Data (Section 10); Right to Audit (Section 12); Severability (Section 13.3); Assignability (Section 13.4); Applicable Law, Waiver of Venue & Waiver of Jury (Section 13.5); Attorneys' Fees and Costs (Section 13.6); Drafting of the Agreement (Section 13.9); Code of Ethics (Section 13.10); and Non-Waiver (Section 13.11).

IN WITNESS WHEREOF, the Board of Commissioners of the Port of New Orleans and Polaris Analytics & Consulting, L.L.C., through their duly authorized representatives, execute this Agreement.

BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS
BY: ____________________
Beth A. Branch
President and Chief Executive Officer
DATE: ____________________
Approved:
BY: ____________________
Chief Legal Officer for Board

SECTION 14. Breach and Remedies. If either Party shall breach any of the covenants, agreements or conditions on its part in this Agreement, and such breach shall continue for a period of 45 days after written notice thereof to such Party by the other Party, or if either Party shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law, then the non-breaching Party shall be entitled to exercise all rights and powers for which provision is made under State law; provided, however, that under no circumstances shall this Agreement be canceled or terminated due to said breach, and the non-breaching Party's remedies shall be limited to mandamus or monetary penalties (which, if enforced against POSL, shall be subordinate to any obligations it may owe with respect to any Financing).

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

SECTION 15. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or will be deemed to confer upon any person, other than to each Party hereto, any rights, obligations, remedies or liabilities.

SECTION 16. Severance. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable State law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 17. Amendments. This Agreement may be amended only upon the written consent of both Parties.

SECTION 18. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of either Party in his individual capacity, and neither the officers of any Party nor any official executing this Agreement shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement except to the extent provided by law.

SECTION 19. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

SECTION 20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

SECTION 21. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

SECTION 22. Further Assurances. From time-to-time hereafter, the Parties shall execute and deliver such additional instruments, certificates or documents, and take all such actions as may reasonably be requested for the purpose of fulfilling its obligations hereunder.

SECTION 23. Notices. Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, by private, commercial carrier, express mail, such as Federal Express, via accepted means of electronic communication, or personally delivered to an officer of the receiving Party. All such communications shall be mailed, sent or delivered to the electronic or physical address set forth below, or as to each Party at such other address or numbers as shall be designated by such Party in written notice to the other Party.

If to POSL:
Port of South Louisiana
105 W. 10th Street, Reserve, Louisiana 70084
Attention: Executive Director

If to PGBR:
To: Executive Director
And
To: General Counsel
P. O. Box 380, Port Allen, LA 70767

SECTION 24. Indemnity. To the extent allowed by applicable law, each of the Parties shall release, save, hold harmless and indemnify the other Party from and against any and all claims arising from or in any way connected with the Port Project arising from that Party's breach or default in the performance of any obligation herein, or arising from or in connection with any activity of such Party or such Party's agents, contractors, or employees in connection with the Port Project.

SECTION 25. Section Titles and Headings. The section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered and dated for convenience of the parties as of the Effective Date hereof.

PORT OF GREATER BATON ROUGE
By: ____________
Jay Hardman, Executive Director

ATTEST:
By: ____________
Its: ____________

PORT OF SOUTH LOUISIANA
By: ____________
Executive Director

ATTEST:
By: ____________
Its: ____________

Port Project Description — Exhibit A

The Port Project includes construction of a dock/jetty which will support an ultra-low carbon steel manufacturing facility in Donaldsonville, Louisiana. This facility is set to manufacture steel in a fully integrated, made-in-America supply chain to support automotive manufacturing operations across the United States, primarily for Hyundai Motor Company, Kia, and other automotive and other manufacturers.

The state-of-the-art steel mill will be supported by a pile-supported jetty/dock and trestle that will include dock space and catwalk for access. This dock setup will offer built-in redundancy allowing the facility to continue to operate if one crane is down for maintenance. Cargo handling operations will be conducted via barge-mounted cranes which then transfer product to yard/storage via conveyor belts erected on the optimized footprint of the dock and trestle. The conveyance system will extend over the Mississippi River Levee to the steel mill facility.

It is currently anticipated that POSL will own the dock/jetty, trestle and conveyor system. Hyundai will own the steel mill facility.

The total cost of the Port Project is currently estimated to exceed $305,000,000, exclusive of financing and other costs.

The following resolution was offered by *Com. Bazile*, and second by *Com. Dumas*:

RESOLUTION

A RESOLUTION GIVING PRELIMINARY APPROVAL TO THE ISSUANCE OF NOT EXCEEDING (I) FOUR HUNDRED MILLION DOLLARS ($400,000,000) OF REVENUE BONDS AND (II) FORTY MILLION DOLLARS ($40,000,000) OF BOND ANTICIPATION NOTES OF THE PORT OF SOUTH LOUISIANA AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, Chapter 30 of Title 34 of the Louisiana Revised Statutes of 1950, as amended, and other applicable constitutional and statutory authority (the "Port Act") authorizes the Port of South Louisiana (the "Port") to issue its revenue bonds, which revenue bonds shall be solely the obligations of the Port, entitled to such priorities on the income, revenue, and receipts of the Port as shall be provided; and

WHEREAS, Section 1430 of Title 34 of the Louisiana Revised Statutes of 1950, as amended, and other applicable constitutional and statutory authority (the "Revenue Bond Act" and together with the Port Act, the "Act") authorizes public entities such as the Port to issue its revenue bonds for any authorized purpose payable out of the income, revenues, and receipts derived or to be derived from the properties and facilities owned, maintained or operated by the Port or received by the Port from such properties and facilities, or from contracts or agreements relating to those properties and facilities, including but not limited to lease or sublease agreements or other financing agreements, between the Port or any other public or private entity; and

WHEREAS, the Board of Commissioners of the Port of South Louisiana (the "*Board of Commissioners*"), in its capacity as governing authority of the Port, desires to give preliminary approval of the issuance of not exceeding $400,000,000 of Port Facility Revenue Bonds (the "*Bonds*"), in one or more series on a tax-exempt or taxable basis, pursuant to the Act, for the purpose of (i) acquiring, improving, equipping, and furnishing the Project described herein, (ii) funding debt service, capitalized interest, and other reserves, if required, and (iii) paying costs of issuance of the Bonds; and

WHEREAS, pursuant to the authority of Chapter 14-B of Title 39 of the Louisiana Revised Statutes of 1950, as amended and other constitutional and statutory authority (the "*Note Act*"), this Board of Commissioners further proposes to issue not exceeding $40,000,000 of Bond Anticipation Notes of the Port (the "*Notes*"), in one or more series on a tax-exempt or taxable basis, to provide interim financing prior to and during the construction of the Project described herein;

WHEREAS, the Bonds and Notes shall be secured as set forth herein; and

WHEREAS, the Board of Commissioners now wishes to apply to the State Bond Commission to obtain its approval for the issuance of the Bonds and employ professionals in connection therewith;

ANY OTHER POLITICAL SUBDIVISION THEREOF, OTHER THAN THE PORT, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISIONS WHATSOEVER, AND NEITHER THE FAITH OR CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THE BONDS AND THE NOTES. THE BONDS AND THE NOTES ARE NOT A GENERAL OBLIGATION OF THE PORT BUT ARE A LIMITED AND SPECIAL REVENUE OBLIGATION OF THE PORT PAYABLE SOLELY FROM THE INCOME, REVENUES AND RECEIPTS PLEDGED HEREIN.

SECTION 4. A certified copy of this resolution and other application materials shall be forwarded to the Louisiana State Bond Commission, together with a request for the prompt consideration and approval of this application.

By virtue of applicant/issuer's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "*State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.*", adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 5. This Board of Commissioners finds and determines that a real necessity exists for the employment of special counsel in connection with the issuance of the Bonds and Notes, and accordingly, Foley & Judell, L.L.P., of New Orleans, Louisiana, as Bond Counsel, is hereby employed to do and perform work of a traditional legal nature as bond counsel with respect to the issuance and sale of said Bonds and Notes. Said Bond Counsel shall prepare and submit to this Board of Commissioners for adoption all of the proceedings incidental to the authorization, issuance, sale and delivery of such Bonds and Notes, shall counsel and advise this Board of Commissioners as to the issuance and sale thereof and shall furnish its opinions covering the legality of the issuance of the Bonds and Notes. The fee of Bond Counsel for each series of Bonds or Notes shall be fixed at a sum not exceeding the fee allowed by the Attorney General's fee guidelines for such bond counsel work and based on the amount of said Bonds or Notes actually issued, sold, delivered and paid for, plus "*out-of-pocket*" expenses, said fees to be contingent upon the issuance, sale and delivery of said Bonds or Notes. The Executive Director of the Port is hereby authorized and directed to execute, and this Board of Commissioners hereby agrees to and accepts the terms of, the engagement letter of Bond Counsel appended hereto. A certified copy of this resolution shall be submitted to the Attorney General of the State of Louisiana for approval of said employment and of the fee herein designated, and the Executive Director and/or Chief Administrative Officer of the Port are hereby empowered and directed to provide for payment of the work herein specified from the proceeds of the Bonds or Notes, as applicable, upon completion thereof and under the conditions herein enumerated without further approval of this Board of Commissioners.

SECTION 6. The Port hereby retains Government Consultants, Inc., of Baton Rouge, Louisiana, to act as its Municipal Advisor ("MA") pursuant to the provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules promulgated thereunder by the Securities and Exchange Commission. The Port hereby acknowledges that it is represented by the MA and will rely upon the advice of the MA with respect to the Bonds and Notes. The fee to be paid the MA shall be payable solely from the proceeds of the Bonds or Notes when and if issued, and the amount thereof shall be subject to the approval of the State Bond Commission. The Executive Director of the Port is hereby authorized and directed, in his discretion, to execute any contract the MA may require with respect to the engagement.

SECTION 7. Wells Fargo Securities, LLC, is hereby appointed as placement agent/underwriter in connection with the Bonds and Notes, any compensation to be subsequently approved by the Port and to be paid from the proceeds of the Bonds or Notes and contingent upon the issuance of the Bonds or Notes; provided that no compensation shall be due to said placement agent/underwriter unless the Bonds or Notes are actually sold and delivered.

SECTION 8. Prior to the delivery of the Bonds, the Port presently intends and reasonably expects that it may pay all or a portion of the costs of the Project from legally available funds in its General Fund. Upon the issuance of the Bonds, the Port presently intends and reasonably expects to reimburse any such expenditures for the Project from a portion of the proceeds of the Bonds; provided that such reimbursement shall be in an amount not currently reasonably expected to exceed the maximum principal amount of the Bonds set forth in Section 1 hereof. Any such allocation of proceeds of the Bonds for reimbursement will be with respect to capital expenditures (as defined in Reg. 1.150-1(b)) and will be made not later than 18 months after the later of (1) the date such expenditure was paid or (2) the date on which the Project was placed in service or abandoned, but in no event more than three years after the original expenditure is paid. This Section is intended to be a declaration of official intent within the meaning of Reg. 1.150-2, and certain terms used in this Section shall have the meaning given in such Regulation. For purposes of this Section, the Project includes acquiring, constructing, improving, equipping, and furnishing facilities of the Port consisting of a dock, wharfage, conveyor belt, and other facilities used or useful in connection with one or more heavy manufacturing industrial facilities. All of the expenditures covered by this Section were or will be made on and after the date which is 60 days prior to the effective date of this Resolution or as otherwise allowed by Reg. 1.150-2 which includes, among other things, an exception for "*preliminary expenditures*" as defined therein.

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

COMMISSIONERS	YEAS	NAYS	ABSENT	ABSTAINING
P. Joey Murray, III	X			
Joey Scontrino	X			
Robbie LeBlanc	X			
Stanley C. Bazile	X			
Ryan Burks	X			
Louis Joseph	X			
Jason Duhe'	X			
Florence Dumas	X			
Julie Hebert	X			

And the resolution was declared adopted on this, the 5th day of August, 2025.

/s/ Stanley C. Bazile — Secretary
/s/ P. Joey Murray, III — Chairman

STATE OF LOUISIANA
PARISH OF ST. JOHN THE BAPTIST

I, the undersigned Secretary of the Board of Commissioners of Port of South Louisiana (the "*Board of Commissioners*"), acting as the governing authority of Port of South Louisiana (the "*Port*") do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by the Board of Commissioners on August 5, 2025, giving preliminary approval to the issuance of not exceeding (I) Four Hundred Million Dollars ($400,000,000) of Revenue Bonds and (II) Four Hundred Million Dollars ($400,000,000) of Bond Anticipation Notes to finance capital improvements of Port Facility Revenue Bonds of the Port of South Louisiana, and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 6th day of August, 2025

____
Secretary

ENGAGEMENT LETTER
August 5, 2025

________, Executive Director
Port of South Louisiana
Reserve, Louisiana

Re: Not Exceeding $400,000,000 Port Facility Revenue Bonds of the Port of South Louisiana and Not Exceeding $40,000,000 Bond Anticipation Notes of the Port of South Louisiana

Dear ________:

The purpose of this engagement letter is to set forth certain matters concerning the role we will serve and the legal services we will provide as bond counsel to Port of South Louisiana (the "*Port*") in connection with the issuance of the captioned Bonds and Notes (collectively, the "*Obligations*"). We understand that the Obligations will be issued for the purpose (the "*Project*") described in the resolution adopted by the Board of Commissioners (the "*Board of Commissioners*"), acting as the governing authority of the Port, on August 5, 2025.

As bond counsel, we will prepare and submit to the Board of Commissioners for adoption all of the legal proceedings required for the authorization, issuance, sale and delivery of the Obligations and provide advice of a traditional legal nature as to the issuance and sale of the Obligations. Our job is principally to render certain opinions to the Port regarding (i) the validity of the Obligations under applicable Louisiana law, (ii) the exemption of interest paid on the Obligations from federal and/or state taxes, and (iii) other matters as may be applicable. The bond opinion will be based on facts and law existing as of its date. In rendering such opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to our firm without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Port with applicable laws and other resolutions relating to the Obligations. During the course of this engagement, we will rely upon the staff of the Port and the members of the Board of Commissioners to provide us with complete and timely information on all developments pertaining to any aspect of the Obligations.

In our engagement as bond counsel, we will:

- Confer with members of the working group, including you and other officials of the Port, relating to the Project and review legal issues relating to the structure of the Obligation issue;

services, we may provide factual information to the Port that is not specifically tailored to the Obligations or that does not rise to the level of a recommendation concerning a course of action. We will, however, analyze and advise the Port regarding the legal ramifications of the structure, timing, terms and other provisions of the Obligations, as those functions are essential to developing a plan of finance.

On behalf of the Port, you have represented to us that in connection with the issuance of the Obligations the Port is represented by, and with respect to financial matters will rely on the advice of, Government Consultants, Inc. of Baton Rouge, Louisiana, a registered municipal advisor under the rules promulgated by the Securities and Exchange Commission. By obtaining such representation from you, our firm is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended.

Applicable ethical rules in Louisiana prohibit us from undertaking this representation if we represent another party that is directly adverse to the Port or if there is a significant risk that other considerations will materially limit our representation of the Port. As you are aware, our firm represents the State of Louisiana and many other political subdivisions, including others in St. Charles, St. John the Baptist, and St. James Parishes. At this time, we do not believe any other current or past engagement of our firm adversely affects our ability to represent the Port as provided in this letter; however, we invite you to discuss any concerns you have with us.

In the interest of facilitating our services to you, we may (i) send documents, information or data electronically or via the Internet or (ii) store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Confidential electronic documents or data of the Port may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, the Port recognizes and accepts that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party service providers. By acceptance of this letter, the Port consents to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

If this letter is acceptable to the Port, please so indicate by executing below and returning a copy to us, retaining an original for your files. We appreciate the opportunity to serve the Port and look forward to working with you.

FOLEY & JUDELL, L.L.P.
BY: ____________
M. JASON AKERS, PARTNER

ACCEPTED AND APPROVED:
PORT OF SOUTH LOUISIANA

BY: ____________
NAME: ____________
TITLE: EXECUTIVE DIRECTOR

DATED: AUGUST 5, 2025
cc: Government Consultants, Inc.

The following resolution was offered by *Com. LeBlanc* and seconded by *Com. Hebert*

RESOLUTION

A RESOLUTION PROVIDING FOR THE EMPLOYMENT OF FOLEY & JUDELL, L.L.P., AS SPECIAL COUNSEL FOR LEGAL WORK ON BEHALF OF THE PORT OF SOUTH LOUISIANA.

BE IT RESOLVED by the Board of Commissioners of the Port of South Louisiana (the "*Board of Commissioners*"), acting as the governing authority of the Port of South Louisiana (the "*Port*"), that:

SECTION 1. This Board of Commissioners finds and determines that a real necessity exists for the employment of special counsel on matters related to contract negotiation and drafting on behalf of the Port, and accordingly, Foley & Judell, L.L.P., is hereby employed as special counsel for said purpose for a term not exceeding one (1) year from the date of this resolution. The fee to be paid said special counsel shall be an amount computed at hourly rate based on the Attorney General's the current Maximum Hourly Fee Schedule, not to exceed $30,000 in the aggregate, together with reimbursement of out-of-pocket expenses, and the Executive Director and/or Chief Administrative Officer of the Port are authorized to pay such invoices as and when presented. The scope of this legal representation does not involve federal claims.

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

COMMISSIONERS	YEAS	NAYS	ABSENT	ABSTAINING
P. Joey Murray, III	X			
Joey Scontrino	X			
Robbie LeBlanc	X			
Stanley C. Bazile	X			
Ryan Burks	X			
Louis Joseph	X			
Jason Duhe'	X			
Florence Dumas	X			
Julie Hebert	X			

And the resolution was declared adopted on this, the 5th day of August, 2025.

/s/ Stanley C. Bazile — Secretary
/s/ P. Joey Murray, III — Chairman

STATE OF LOUISIANA
PARISH OF ST. JOHN THE BAPTIST

I, the undersigned Secretary of the Board of Commissioners of Port of South Louisiana (the "*Board of Commissioners*"), acting as the governing authority of Port of South Louisiana (the "*Port*"), do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by the Board of Commissioners on August 5, 2025, providing for the employment of Foley & Judell, L.L.P., as special counsel for legal work on behalf of the Port.

IN FAITH WHEREOF, witness my official signature on this, the 6th day of August, 2025.

____
Secretary

Port of South Louisiana
August 5, 2025

The following resolution was offered by Commissioner Scontrino, and seconded by Commissioner Duhe:

RESOLUTION

A resolution of the Port of South Louisiana Commission (the Port") authorizing its Executive Director to enter into a Cooperative Endeavor Agreement (CEA) with Board of Commissioners of the Port of New Orleans, Greater Baton Rouge Port Commission, St. Bernard Port, Harbor and Terminal District, and Plaquemines Port, Harbor and Terminal District collectively referred to as ("LMR Ports),

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

WHEREAS, the Port, a political subdivision, desires to enter into a CEA with the LMR Ports it the development of it collaborative marketing strategy, for the benefit of LMR Ports;

WHEREAS, the CEA provides for the retention of certain consultants to develop a collaborative marketing strategy;

WHEREAS, the Port agrees to cooperate and provide funding for the LMR Ports Project;

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 classes are hereby adopted as set forth in the preamble to this resolution.

SECTION 2. Approvals. The Board hereby approves of the Port of South Louisiana entering into a Cooperative Endeavor Agreement with Board of Commissioners of the Port of New Orleans, Greater Baton Rouge Port Commission, St. Bernard Port, Harbor and Terminal District, and Plaquemines Port, Harbor and Terminal District.

SECTION 3. Authorization. The Board hereby authorizes its Executive Director (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	[illegible]			

Motor Company, Kia, and other automotive and other manufacturers.

The state-of-the-art steel mill will be supported by a pile-supported jetty/dock and trestle that will include deck space and catwalk for access. This dock setup will offer built-in redundancy allowing the facility to continue to operate if one crane is down for maintenance. Cargo handling operations will be conducted via barge-mounted cranes which then transfer product to land/storage via conveyor belts erected on the optimized footprint of the dock and trestle. The conveyance system will extend over the Mississippi River Levee to the steel mill facility.

It is currently anticipated that POSL will own the dock/jetty, trestle and conveyor system. Hyundai will own the steel mill facility.

The total cost of the Port Project is currently estimated to exceed $305,000,000, exclusive of financing and other costs.

The following resolution was offered by *Com. Bazile*, and second by *Com. Dumas*:

RESOLUTION

A RESOLUTION GIVING PRELIMINARY APPROVAL TO THE ISSUANCE OF NOT EXCEEDING (I) FOUR HUNDRED MILLION DOLLARS ($400,000,000) OF REVENUE BONDS AND (II) FORTY MILLION DOLLARS ($40,000,000) OF BOND ANTICIPATION NOTES OF THE PORT OF SOUTH LOUISIANA AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, Chapter 30 of Title 34 of the Louisiana Revised Statutes of 1950, as amended, and other applicable constitutional and statutory authority (the "*Port Act*") authorizes the Port of South Louisiana (the "*Port*") to issue its revenue bonds, which revenue bonds shall be solely the obligations of the Port, entitled to such priorities on the income, revenue, and receipts of the Port as shall be provided; and

WHEREAS, Section 1430 of Title 34 of the Louisiana Revised Statutes of 1950, as amended, and other applicable constitutional and statutory authority (the "*Revenue Bond Act*" and together with the Port Act, the "*Act*") authorizes public entities such as the Port to issue its revenue bonds for any authorized purpose payable out of the income, revenues, and receipts derived or to be derived from the properties and facilities owned, maintained or operated by the Port or received by the Port from these properties and facilities, or from contracts or agreements relating to these properties and facilities, including but not limited to lease or sublease agreements or other financing agreements between the Port or any other public or private entity; and

WHEREAS, the Board of Commissioners of the Port of South Louisiana (the "*Board of Commissioners*"), in its capacity as governing authority of the Port, desires to give preliminary approval of the issuance of not exceeding $400,000,000 of Port Facility Revenue Bonds (the "*Bonds*"), in one or more series on a tax-exempt or taxable basis, pursuant to the Act, for the purpose of (i) acquiring, improving, equipping, and furnishing the Project described herein, (ii) funding debt service, capitalized interest, and other reserves, if required, and (iii) paying costs of issuance of the Bonds; and

WHEREAS, pursuant to the authority of Chapter 14-B of Title 39 of the Louisiana Revised Statutes of 1950, as amended and other constitutional and statutory authority (the "*Note Act*"), this Board of Commissioners further proposes to issue not exceeding $40,000,000 of Bond Anticipation Notes of the Port (the "*Notes*"), in one or more series on a tax-exempt or taxable basis, to provide interim financing prior to and during the construction of the Project described herein;

WHEREAS, the Bonds and Notes shall be secured as set forth herein; and

WHEREAS, the Board of Commissioners now wishes to apply to the State Bond Commission to obtain its approval for the issuance of the Bonds and employ professionals in connection therewith;

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

SECTION 1. Preliminary approval is hereby given to the issuance, sale and delivery of the Bonds described in the preamble hereto. The Bonds shall be issued for the purpose of (i) acquiring, constructing, improving, equipping, and furnishing facilities of the Port consisting of a dock, wharfage, conveyor belt, and other facilities used or useful in connection with one or more heavy manufacturing industrial facilities (collectively, the "*Project*"), (ii) funding debt service, capitalized interest, and other reserves, if required, and (iii) paying costs of issuance of the Bonds. The Bonds will mature no later than forty (40) years from the date thereof and will bear interest at a rate or rates not exceeding a fixed rate of nine per centum (9%) per annum or a variable rate of twelve per centum (12%) per annum. The Bonds may be issued in one or more series, each of which may be taxable or tax-exempt, and shall be secured by and payable solely out of the income, revenues, and receipts realized by the Port from the ownership or operation of the Project. The Bonds may be issued in one or more series, each of which may be taxable or tax-exempt; if issued in multiple series, the Port shall be authorized to assign any such series of the Bonds a lower priority on said income, revenues, and receipts of the Project than it assigns any other series of the Bonds. The Port may elect to pay debt service on the Bonds with other available funds if it determines in its sole discretion that it is advisable to do so. The Bonds may be additionally secured by a mortgage on all or any part of the Project.

SECTION 2. Application is further made to the State Bond Commission, for approval of the issuance of not exceeding $40,000,000 of Bond Anticipation Notes, to provide interim financing during the construction of the Project. The Notes shall be issued in one or more series on a tax-exempt or taxable basis, shall mature over a period not to exceed twelve (12) months from the date thereof, and shall bear interest at a rate or rates not to exceed nine percent (9%) per annum. The Notes will be secured by a pledge of and payable solely from the proceeds of the Bonds and the revenues pledged as security for the Bonds.

SECTION 3. THE BONDS AND THE NOTES SHALL BE LIMITED AND SPECIAL OBLIGATIONS OF THE PORT AND SHALL NOT CONSTITUTE OR CREATE AN OBLIGATION, GENERAL OR SPECIAL, DEBT, LIABILITY OR MORAL OBLIGATION OF THE STATE OR

Secretary Chairman

STATE OF LOUISIANA

PARISH OF ST. JOHN THE BAPTIST

I, the undersigned Secretary of the Board of Commissioners of Port of South Louisiana (the "*Board of Commissioners*"), acting as the governing authority of Port of South Louisiana (the "*Port*") do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by the Board of Commissioners on August 5, 2025, giving preliminary approval to the issuance of not exceeding (i) Four Hundred Million Dollars ($400,000,000) of Revenue Bonds and (ii) Four Hundred Million Dollars ($400,000,000) of Bond Anticipation Notes to finance capital improvements of Port Facility Revenue Bonds of the Port of South Louisiana, and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 5th day of August, 2025.

Secretary

ENGAGEMENT LETTER

August 5, 2025

_____, Executive Director
Port of South Louisiana
Reserve, Louisiana

Re: Not Exceeding $400,000,000 Port Facility Revenue Bonds of the Port of South Louisiana and Not Exceeding $40,000,000 Bond Anticipation Notes of the Port of South Louisiana

Dear _____:

The purpose of this engagement letter is to set forth certain matters concerning the role we will serve and the legal services we will provide as bond counsel to Port of South Louisiana (the "*Port*") in connection with the issuance of the captioned Bonds and Notes (collectively, the "*Obligations*"). We understand that the Obligations will be issued for the purpose (the "*Project*") described in the resolution adopted by the Board of Commissioners (the "*Board of Commissioners*"), acting as the governing authority of the Port, on August 5, 2025.

As bond counsel, we will prepare and submit to the Board of Commissioners for adoption all of the legal proceedings required for the authorization, issuance, sale and delivery of the Obligations and provide advice of a traditional legal nature as to the issuance and sale of the Obligations. Our job is principally to render certain opinions to the Port regarding (i) the validity of the Obligations under applicable Louisiana law, (ii) the exemption of interest paid on the Obligations from federal and/or state taxes, and (iii) other matters as may be applicable. The bond opinion will be based on facts and law existing as of its date. In rendering such opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to our firm without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Port with applicable laws and other resolutions relating to the Obligations. During the course of this engagement, we will rely upon the staff of the Port and the members of the Board of Commissioners to provide us with complete and timely information on all developments pertaining to any aspect of the Obligations.

In our engagement as bond counsel, we will:

- Confer with members of the working group, including you and other officials of the Port, relating to the Project and review legal issues relating to the structure of the Obligation issue;
- Prepare the issuing Bond Resolution and all related financing documents (collectively, the "*Bond Documents*");
- Attend meetings of the Board of Commissioners at which the Bond Documents are adopted;
- Prepare the application for approval of the issuance of the Obligations by the State Bond Commission and attend the State Bond Commission meeting at which such approval will be considered;
- Review any insurance policy in the event the Port determines that the Obligations will have credit enhancement;
- Prepare the closing index and various closing certificates, including the Tax Compliance Certificate, and supervise the execution of certain closing documents by the various parties thereto;
- Prepare and file Internal Revenue Service Form 8038-G, as required by federal law;
- Prepare the Obligations and supervise their execution and authentication;
- Prepare complete transcripts of record covering the issuance of the Obligations and furnishing the transcripts to various parties in connection therewith; and
- Submit applicable post-closing reports to the State Bond Commission.

Our fee as bond counsel is based upon the terms, structure, size and schedule of the financing, the services provided, and the responsibilities assumed; however, our fee will not exceed that permitted by guidelines set forth by the Attorney General of the State of Louisiana and is subject to her approval. Our fee as bond counsel is a "contingent fee," meaning you are required to pay for our legal services only in the event the Obligations are actually sold and delivered. Other vendors or members of the working group may charge and legal fees or costs for their services, which may not be contingent upon a successful delivery.

We will continue to serve as bond counsel until the delivery of the Obligations; however, the Port and our firm each have the right to terminate this engagement at any time after providing reasonable advanced written notice, subject to the applicable rules of professional responsibility. Upon conclusion or termination of our representation of the Port, papers and property furnished by the Port will be returned promptly upon request. Please note that we are not municipal advisors, and we do not render financial advice or other financial services to the Port; however, in the course of providing traditional legal

Secretary

Port of South Louisiana
August 5, 2025

The following resolution was offered by Commissioner Scontrino, and seconded by Commissioner Duhe:

RESOLUTION

A resolution of the Port of South Louisiana Commission (the Port") authorizing its Executive Director to enter into a Cooperative Endeavor Agreement (CEA) with Board of Commissioners of the Port of New Orleans, Greater Baton Rouge Port Commission, St. Bernard Port, Harbor and Terminal District, and Plaquemines Port, Harbor and Terminal District collectively referred to as ("LMR Ports).

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

WHEREAS, the Port, a political subdivision, desires to enter into a CEA with the LMR Ports in the development of a collaborative marketing strategy, for the benefit of LMR Ports;

WHEREAS, the CEA provides for the retention of certain consultants to develop a collaborative marketing strategy;

WHEREAS, the Port agrees to cooperate and provide funding for the LMR Ports Project;

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 approves of the Port of South Louisiana entering into a Cooperative Endeavor Agreement with Board of Commissioners of the Port of New Orleans, Greater Baton Rouge Port Commission, St. Bernard Port, Harbor and Terminal District, and Plaquemines Port, Harbor and Terminal District.

SECTION 3. Authorization. The Bond hereby authorizes its Executive Director (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 5th day of August, 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 Special Commission Meeting of the Port of South Louisiana and held on this day of August, 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 5th day of August, 20 2025.

Secretary

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS, GREATER BATON ROUGE PORT COMMISSION, THE PORT OF SOUTH LOUISIANA, ST. BERNARD PORT, HARBOR AND TERMINAL DISTRICT, AND PLAQUEMINES PORT, HARBOR AND TERMINAL DISTRICT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement") is made and entered into on the latest date of execution by the parties hereto (the "Effective Date") by and between the Board of Commissioners of the Port of New Orleans (the "Board"), represented by Beth A. Branch, its President and Chief Executive Officer, Greater Baton Rouge Port Commission ("Greater Baton Rouge Port"), represented by Jay G. Hardman, P.E., its Executive Director; the Port of South Louisiana ("Port of South La"), represented by Paul Matthews, its Executive Director, St. Bernard Port, Harbor and Terminal District ("St. Bernard Port"), represented by Drew M. Heaphy, its Executive Director; and Plaquemines Port Harbor and Terminal District ("Plaquemines Port"), represented by Charles D. Tillotson, its Executive Director. The Board, Greater Baton Rouge Port, Port of South Louisiana, St. Bernard Port, and Plaquemines Port are collectively referred to herein as "Parties" or the "LMR Ports" and individually as a "Party."

POLARIS ANALYTICS & CONSULTING, L.L.C.
BY: ____________________
[AUTHORIZED SIGNER]
[TITLE]
DATE: ____________________

Exhibit A Fee Rate Schedule
Collaborative Marketing Strategy for the 5 Deep-Water Ports of the Lower MS River
Board of Commissioners of the Port of New Orleans
Polaris Analytics & Consulting, LLC
Project Fees and Expenses
To prepare this Scope of Work, the respective tasks and deliverables, Polaris will bill a total not to exceed US$245,000.00 in professional fees, unless a different amount is specified by mutual written agreement. The project budget by task and category are outlined in Table 3. Polaris will bill the Board for all work conducted under this project. Travel-related expenses are included in the proposed budget:

Table 3: Polaris Analytics and Consulting Estimated Hours, Blended Hourly Rate and Costs (including travel) by Task to Prepare the Collaborative Marketing Strategy of Lower Mississippi River for Louisiana Ports and Waterways Investment Commission

Task	Estimated Hours	Hourly Rate ($)	Total Cost ($)
Research and Discovery	440	$213	$93,778
Value Proposition Development	201	$205	$41,163
Marketing Strategy Development	309	$191	$58,900
Implementation Planning	225	$200	$45,009
Travel (three trips and three people to conduct interviews and project delivery)	N/A	N/A	$10,000

Services requested beyond the scope of this proposal will be invoiced at an amount by mutual agreement. Travel is required to fulfill the deliverables, as described in the tasks, and is included in the total proposed fee. The project team will be available to deliver project results as a presentation with Board staff and other LMR Port representatives, and at industry events or release of the report as requested by the Board and LMR Ports. Additional travel fees and incidental costs incurred beyond those defined in the tasks while in connection with providing project delivery will be invoiced during the month they are incurred. Such expenses would be submitted for approval before they are incurred.

Exhibit B-Scope of Services
Collaborative Marketing Strategy for the 5 Deep-Water Ports of the Lower MS River
Board of Commissioners of the Port of New Orleans

Scope of Work

The Louisiana Ports and Waterways Investment Commission (LPWIC) is charged to deliver to Governor Jeff Landry a set of collaborative and cohesive marketing strategies for the five deep-water ports on the Lower Mississippi River (LMR). The five distinct, authorized deep-water port jurisdictions include (listed from upriver to downriver location) Port of Greater Baton Rouge; Port of South Louisiana; Port of New Orleans; St. Bernard Port, Harbor and Terminal District; and Port of Plaquemines a/k/a Louisiana Gateway Port (collectively, the "LMR Ports").

As a unified waterway, the five LMR Ports handle more waterborne cargo volume than any other port or waterway in the United States. These LMR Ports, on average, handled 470 million short tons of cargo from 2014 through 2022, ranging from a low tonnage volume of 423.6 million in 2020 (COVID-19 induced impacts) to a high of 510.7 million in 2016. Since 2014, the LMR Ports have collectively handled nearly double the volume of the next highest U.S. waterway, Houston Ship Channel. Additionally, the LMR Ports represent about 20% of all U.S. cargo volumes. Moreover, two of the LMR Ports are included in the top five cargo handling ports or waterways in the U.S. Lastly, the LMR provides access to more miles of a navigable waterways system than the rest of the world, combined.2

However, the unified strengths, capabilities and possibilities of the LMR Ports is not well known nor sufficiently touted. The individual port marketing plans, as a result, have been advanced without integrated, aligned, commercially oriented descriptors and messages.

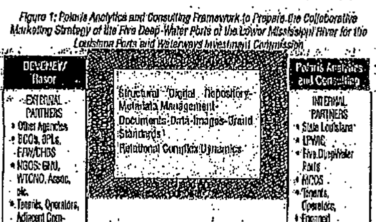
A strategic market plan will unify the strengths and opportunities of the LMR Ports with a focused message to espouse. The goals of the strategic plan will be to increase international trade (import and export), drive economic growth, attract new business along with foreign direct investment, and support Louisiana's long-term economic development goals.

The development of the marketing strategy builds on the "Cargo Market Analysis and Strategy for the Lower Mississippi River Ports" report (Commodities Report) released in March 2025. The Commodities Report addressed intra-LMR competition (among ports as well as private terminals) along with external competition with ports and terminals across the Gulf of America in Florida, Alabama, Mississippi, and Texas.

Preparing the strategic marketing plan will involve data collection, stakeholder engagement (including surveys and interviews with core port personnel and industry stakeholders), competitive benchmarking, and strategic recommendations to enhance port operations, market positioning, and regional cooperation. The framework to develop the strategic marketing plan is illustrated in Figure 1. The core effort to develop the strategic marketing plan is structured and reinforced that results in inputs and outputs of the project. The foundation of the project will be Task 1, Research and Analysis while Task 2.

Marketing Strategy bridges Task 2, Value Proposition to Task 4, Execution Roadmap and Budget. The pillars of the project are the internal and external partners. As a team we engage and connect the pillars with the core effort between and among one another.

Figure 1: Polaris Analytics and Consulting Framework to Prepare the Collaborative Marketing Strategy of the Five Deep-Water Ports of the Lower Mississippi River for the Louisiana Ports and Waterways Investment Commission



The approach is multidimensional in coordinating the elements of the project. This scope includes four tasks, Research and Analysis, Value Proposition Development, Strategic Marketing Plan, and an Implementation Roadmap. The work accomplishing each task is discussed below.

Tasks

1. Research and Analysis

This first task is important to the whole process of developing the collaborative marketing strategy using a combination of desk research, surveys and interviews with port leadership and industry stakeholders. The results of the desk research, surveys and interviews will be assessed using Strengths, Weaknesses, Opportunities and Threats (SWOT), followed by a Political, Economic, Social, Technological, Legal, Environmental (PESTLE) analysis and through a Porter's Five Forces framework.

Desk research will include a review of key port and industry documentation, the Commodities Report to compile commodity volume and value through the ports of the LMR, and the U.S.

Department of State's Sister Ports Program, and the Trump Administration's America First Maritime Policy to align with these programs. An initial inventory of port and terminal equipment and capabilities will be compiled from each port and through the Louisiana Department of Transportation and Development, and other industry sources (e.g., American Association of Port Authorities, U.S. Army Corps of Engineers, others).

In-person interviews of leadership at each port and of industry stakeholders will be a key feature of this task. In advance of the interviews, a detailed electronic questionnaire will be prepared and sent to the port leadership and industry stakeholders.

Questionnaires will allow the project team to infill the SWOT ahead of the in-person interviews while compiling an inventory of port and waterway infrastructure, and gain valuable insights from key stakeholders, ensuring that all perspectives are considered.

The in-person interviews will have three components. First, verify the inventory of equipment and terminal capabilities. Second, identify and verify capital investment needs of infrastructure gaps and requirements of each port. Thirdly, in-fill the SWOT assessment. Industry stakeholders will include Louisiana trucking and river pilot associations, railroads, university academics, local and regional authorities such as metropolitan planning organizations, non-governmental organizations (e.g., ship agents, river pilots), etc. The project team will coordinate with LPWIC to confirm key stakeholders are included in the industry interviews.

Strengths, Weaknesses, Opportunities and Threats (SWOT)

A SWOT analysis is a robust starting point for assessing the strategic positioning of the five LMR Ports, both individually and collectively. It is particularly suitable for this project

• Funding for Deep Water Ports
• International Trade and Cargo Movements
• Offshore Oil and Gas Ports
• Rural and Agriculture Ports
• Task Force on Navigation and Safety

From the SWOT, a PESTLE analysis will be conducted, and Porter's Five Forces framework will be prepared. PESTLE and Porter's Five Forces are powerful complements to the SWOT, providing a deeper understanding of the macro-environmental and competitive forces shaping the LMR Ports.

Political, Economic, Social, Technological, Legal, Environmental (PESTLE)

PESTLE is a strategic tool used to assess external macro-environmental factors that influence an organization or industry. It identifies trends and forces that could impact future performance, helping to anticipate opportunities as well as threats. It ensures strategies are future-proofed against trends like sustainability and regulatory changes.

A PESTLE matrix will be prepared for the LMR. The matrix will list each PESTLE category, specific factors relevant to LMR Ports, their impact (High, Medium and Low), and strategic implications.

Porter's Five Forces

Porter's Five Forces sharpens the focus on competitive dynamics, addressing both intra-LMR and Gulf and East Coast rivalries. The Five Forces approach includes:
1. Internal competition,
2. Potential for new entrants,
3. The negotiating power of suppliers and prospective or established service providers,
4. Negotiating power of customers, along with,
5. The ability of customers to find substitutes or alternatives.

The integration of these frameworks supports a robust, actionable collaborative marketing strategy plan that enhances the LMR Ports' competitiveness. Importantly, the results of the desk research, SWOT, PESTLE and Five Forces framework, will aid in Task 2. Value Proposition Development while supporting DEVENEY's signature COMPASST™ session as part of Task 4. Implementation Roadmap.

2. Value Proposition Development

Developing a value proposition means creating a clear, compelling statement that defines the unique benefits and value that the "Collaborative Marketing Strategy for the Five Deep-Water Ports of the Lower Mississippi River" will deliver to its target audiences (e.g., port users, stakeholders, industry partners, international and domestic users, and the regional economy). It articulates why the collaborative strategy is valuable, how it addresses specific needs or challenges, and what differentiates it from alternatives.

Developing the value proposition involves synthesizing insights from Task 1. Research and Analysis while aligning to the Louisiana Economic Development (LED)-Partnership advisory board strategic plan released in March 2025 to craft a concise document that associates the strategy's benefits with the needs of the ports and their stakeholders. The LED comprehensive strategic plan is the blueprint to accelerate "momentum and positioning Louisiana for long-term business growth, innovation, and talent retention."

Specifically, the value proposition of the five deep-water ports of the LRM will:

• Identify Key Benefits: Use findings from the SWOT, PESTLE, and Porter's Five Forces analyses to highlight how the collaborative strategy strengthens the ports' competitive position, addresses industry challenges (e.g., competition, logistics efficiency), and capitalizes on opportunities (e.g., trade growth, regional economic impact).
• Define Target Audiences: Specify who the strategy serves (e.g., shipping companies, global shippers, port operators, local businesses, government entities) and tailor the value proposition to their priorities, such as cost savings, reliability, or market access.
• Highlight Differentiation: Emphasize what makes the five deep-water ports' collaborative approach unique compared to other port clusters or individual port strategies, such as shared resources, unified branding, or enhanced global competitiveness.
• Support Strategic Alignment: Ensure the value proposition sets the foundation for Task 3. Strategic Marketing Plan by providing a clear message that can be integrated into marketing campaigns, stakeholder communications, and branding efforts.

The Value Proposition Document (one of the five deliverables) will be a concise, standalone element that includes:
• A clear statement of the collaborative strategy's value (e.g., "The Five Deep-Water Ports of the Lower Mississippi River unite to deliver unmatched efficiency, connectivity, and economic impact for global trade partners").
• Key benefits for each target audience, supported by data or insights from Task 1.
• A differentiation narrative that positions the ports into a cohesive, competitive entity.
• Alignment with the broader marketing strategy (Task 3) to ensure consistency in messaging.

3. Strategic Marketing Plan

The development of the Strategic Marketing Plan will flow out of the previous two tasks, especially incorporating the value proposition. The plan coalesces through discovery and branding. The first part will be discovery, to pull together the results of the SWOT, PESTLE and Five Forces from Task 1 and the Value Proposition from Task 2.

The second part is executing DEVENEY's COMPASST™ approach that includes an action plan, branding, content strategy, and tactics, leveraging Task 1 research and Task 2 value proposition to create a unified brand platform. These are outlined below.

• Discovery
• COMPASSTM
  o Action Plan
    ■ Mission and Vision Statements
    ■ Goals
    ■ Objectives
    ■ Assessment of Current State and Challenges
    ■ Strategies
    ■ Key Performance Indicators and Metrics
  o COMPASS Branding
    ■ Brand Workbook
    ■ Brand Development
    ■ Brand Platform
    ■ Corporate Identity
  o Content Strategy
    ■ Messaging Platform
    ■ One-Voice Strategy
    ■ Media Training
    ■ Video & Multimedia Content
  o Tactics
    ■ Presentation Training
    ■ TARPDTM
    ■ Crisis Playbook

4. Implementation Roadmap

The implementation roadmap of the strategic marketing plan for the LMR will synthesize the results of Tasks 1, 2, and 3.

A collaborative process applying a proven methodology known as Strategic Doing will be used. This approach engages a broad range of stakeholders to assert their initiatives with clear accountabilities, leveraging available material resources to attract additional investment in human and financial capital.

This could entail fostering a coalition of the willing, engaging a set of participants to regularly convene and bring their interests and ideas together, thereby accelerating change and facilitating commercial development more rapidly. The elements of the marketing strategy from Task 3 are advanced in the implementation roadmap and included herein.

The roadmap will recommend elements that have the maximum impact to communicate the strategy. Below are common elements that could be envisioned. The results of Tasks 1, 2 and 3 will define the prominent roadmap. A corresponding budget for strategy execution will be defined for strategy implementation.

Phased, Scalable Execution Drives Success

The marketing strategy will be structured in three clear, sequential phases to optimize resources and ensure readiness at each stage:
• Discovery & Branding
• Infrastructure Build
• Launch

The roadmap will prioritize messaging platforms and digital infrastructure based on stakeholder input. The following elements have been proven approaches to implementing a market strategy roadmap. All these elements, a combination of them or others deemed necessary, could be part of the plan.

Messaging Platform

Consistent and clear communication is essential for building trust and reinforcing your organization's identity. DEVENEY's Messaging Platform empowers anyone speaking on behalf of your organization with a tailored framework of key messages, cue words, and proof points. This equips them with the tools they need to communicate confidently and cohesively, instilling a sense of capability and confidence. Whether addressing everyday communications or critical incident management, DEVENEY partners with you to develop a custom messaging platform that aligns with your unique objectives and challenges - ensuring your message remains clear, credible, and consistent across all audiences and channels.

Messaging Platform Elements
• Brand Voice
• Key Messages
• Cue Words

The marketing strategy will include:
• Marketing assets (brochure, one-pagers) of the LMR (capabilities, resources, market reach (global and hinterland)
• Target markets for marketing efforts
• Execution roadmap and budget

The Implementation Roadmap will describe the pathway to launch and maintain the momentum of the LMR value. It will include proposed timing and estimated budgets for infrastructure investment, whether for the rehabilitation of existing terminals, structures, and equipment or investment in new terminals, structures, and equipment.

The roadmap will plot a phased, insight-driven launch an approach grounded in a strategic framework, for targeted and sustainable market impact.
• Identify, evaluate, prioritize and segment key influencers:
  o Earned media
  o Shared media
  o Business and Industry

This effort will analyze and evaluate the most influential leaders nationally that will impact Louisiana's five LMR Ports to increase international trade (import and export), drive economic growth, attract new business along with foreign direct investment, and support Louisiana's long-term economic development goals.

A prioritized, targeted and segmented list would be used throughout the effort on planned tactics, efforts and activities, such as a satellite media tour, writing and distributing an OpEd, being honored at an event, the letter to the editor campaign, drafting a white paper, LinkedIn content, and securing earned media. We would also craft tactics specifically to attract, entice, and secure prioritized influencers.

National leaders will be important to engage to significantly impact these efforts to drive Louisiana's deepwater ports, international trade, economic growth, and attract foreign investment, including federal government officials and congressional leadership.

Elements of the Marketing Strategy Include:

Ally, Neutral, Adversary
• Audience analysis regarding stance and conversion
• The strategic evaluation framework is a powerful tool that categorizes key audiences by their stance. This enables tailored messaging and engagement strategies that effectively build support, address concerns, and mitigate opposition.

Website Strategic Planning and Digital Infrastructure Set-Up
• Development of audience-segmented content strategy
• Secure appropriate domains
• Responsive website creation focused on clear communication of values
• SEO-driven, with clear navigation and case studies
• AI chatbots for instant information (and lead capture)
• Intelligent search powered by AI for easy content navigation
• Dynamic content generation tools
• Establish initial digital marketing toolkit

Content Strategy Development (all channels)
• Publish initial whitepapers, industry-focused, and technology briefs
• Thought leadership articles
• LinkedIn posts targeting industry executives with content on sustainability metrics, innovation, and success stories
• Monthly SEO-optimized blog posts emphasizing the leadership story insights

Corporate Identity
• Name
• Logo
• Tagline
• Brand Standards Guide (logo/tag usage, color palette, imagery, brand voice)

Op-Ed and Letter to Editor campaign series

An op-ed, or opinion editorial, is a written expression of an individual's or group's opinion on a matter of public interest. This would be an ideal method of outreach to reinforce your position as subject matter experts in your target market.

Op-eds bring local, national, and world events into perspective for readers and commonly offer a recommendation or solution to a controversy or problem.

In a similar fashion, Letters to the Editor (LTE) are great advocacy tools and again, an excellent method of establish an organization or spokesperson as an expert. Letters also build credibility and generate exposure.

Influencers, Third Party Advocates
• Identify, evaluate, prioritize and segment key influencers
  o Earned media
  o Shared media
  o Business and Industry

This effort should analyze and evaluate the most influential leaders nationally that could impact Louisiana's deep-water ports' efforts to increase international trade (import and export), drive economic growth, attract new business along with foreign direct investment, and support Louisiana's long-term economic development goals.

After COMPASS a list for the leaders to use as a start to the discussion, consideration, evaluation, prioritization and segmentation will be prepared. The goal will be to identify who could significantly impact these efforts to drive Louisiana's LMR Ports, international trade, economic growth, and attract foreign investment.

Deliverables and Timing

Deliverables

As specified in the Scope of Work, the deliverables for this report will include the following deliverables.

1. Research findings summary

The research findings summary will include work accomplished and insights gathored through the following efforts:
• Desk research
  • Interviews of port leadership
  • Interviews of industry stakeholders
  • SWOT, PESTLE and Porter Five Forces analysis of individual ports and stakeholders
• GIS development and tools
• Inventory of port assets
• Infrastructure gap analysis

2. Value proposition document

A succinct and impactful statement on the value proposition of the five deep-water ports of the LMR will be presented. The document will provide *the identification of key competitive advantages*, along with characterizations of structural market risks, for comparative advantage.

Target audiences for communications are expected to set the stage for invitations to engage with existing and prospective partners. These relationships are intended to help establish at least commercial alignment, yet may progress through to full inclusion as service, or operational partnerships, to improve competitiveness vis-à-vis other ports;

Highlighting points of differentiation will be a critical part of the articulated value proposition, bringing forward mutual benefits from individual entities for collective, cost-effective mutual benefit. The potential for exponential commercial impact to be achieved for the "Collaborative Marketing Strategy for the Louisiana Ports," will be helped through demonstration of how the mutually beneficial collaborations can be more than additive (1+1+1+1+1=5); they can be brought together in terms that also go beyond a simple multiplier (e.g., 5x5=25); rather, the Implementation Roadmap will be shown to advance the Value Proposition by translating the collective efforts to relative exponential impact (i.e., 5s or 5x5x5x5x5=3,125) when the whole community is pulling in the same direction, providing effort in a common direction, with agreed investments and acknowledged returns on those committed resources.

Support for strategic alignment is predicated on the commitments recognized to build the collaborations. The support will emanate from the ports themselves, their first order, direct stakeholders, second order communities, and be cross pollinated to and from the economic development underpinnings that are generated from existing industry, services, operations along with world class focus on bringing best in class technology and personnel to contribute to a bright future for the state of Louisiana. It will be aligned with the LED's strategic plan, as defined in the March 2025 release, and nimble in approach; to adjust and continuously calibrate to future iterations built from such collaborative input.

3. Marketing strategy

A cohesive marketing strategy will include several elements, each of which are built upon, derive value from, as well as contribute to the building of trust, reliability and competitiveness that advance the value propositions themselves, for mutual stakeholder benefit.

• Marketing assets (e- and print brochures, one-pagers, web-content, etc.) of the LMR provide capabilities, resources, market reach for inbound and outbound, upbound and downbound river traffic, at specific points, as well as for nearby, proximate operations through the draw area and distribution ranges, across the hinterland, as well as for global reach and connectivity.

• Defined elements with target markets for communications efforts, specific to the audiences identified in differentiation, from aspects tying back to the Value Proposition characterizations, will help the port customers, tenants, others with operating agreements, along with their respective customers to have confidence in the resilience, reliability and world class execution of operations that take place at the five deep-water ports.

• A regular set of policy and operational collaborations. Regular and frequent internal communications go beyond the basic 'coordination,' that likewise exceeds 'cooperation.' Each of these nominally conjoined efforts by more than a single participant generally remain self-centered. Contributors in coordination and cooperation tend to sustain a status

Department of State's Sister Ports Program, and [illegible] Maritime Policy to align with these programs. An initial inventory of port and terminal equipment and capabilities will be compiled from each port and through the Louisiana Department of Transportation and Development, and other industry sources (e.g. American Association of Port Authorities, U.S. Army Corps of Engineers, others).

In-person interviews of leadership at each port and of industry stakeholders will be a key feature of this task. In advance of the interviews, a detailed electronic questionnaire will be prepared and sent to the port leadership and industry stakeholders.

Questionnaires will allow the project team to infill the SWOT ahead of the in-person interviews while compiling an inventory of port and waterway infrastructure, and gain valuable insights from key stakeholders, ensuring that all perspectives are considered.

The in-person interviews will have three components. First, verify the inventory of equipment and terminal capabilities. Second, identify and verify capital investment needs of infrastructure gaps and requirements of each port. Thirdly, in-fill the SWOT assessment.

Industry stakeholders will include: Louisiana trucking and river pilot associations, railroads, university academics, local and regional authorities such as metropolitan planning organizations, non-governmental organizations (e.g., ship agents, river pilots) etc. The project team will coordinate with LPWIC to confirm key stakeholders are included in the industry interviews.

Strengths, Weaknesses, Opportunities and Threats (SWOT)

A SWOT analysis is a robust starting point for assessing the strategic positioning of the five LMR Ports, both individually and collectively. It is particularly suitable for this project because it:

• Captures Internal and External Factors: SWOT evaluates internal strengths and weaknesses (e.g., infrastructure, intermodal connections, operational efficiency) and external opportunities and threats (e.g., competition from Florida, Alabama, Texas, and East and West Coast ports; market trends; regulatory changes), aligning with the need to understand each port's competitive position within the LMR and against regional competitors.

• Facilitates Comparative Analysis: Conducting SWOT analyses for each port identifies unique advantages (e.g., rail connections) and common challenges (e.g., shallow drafts limiting vessel size), enabling a synthesized LMR-wide perspective.

• Supports Strategic Planning: The SWOT framework provides a fact-based, data-driven foundation for developing actionable strategies, which is critical for the Strategic Marketing Study to build on the Commodities Report.

• Addresses Competition: It can highlight how LMR Ports compete internally (with each other and private terminals) and externally (with Gulf Coast, East Coast and West Coast ports), identifying areas for collaboration or differentiation.

The SWOT outlook and review will consider the prospective "Collaborative Marketing Strategy for the Louisiana Ports," the combined marketing initiative driving toward internal and external alignment with some increased focus for the future among the five deep-water ports involved in the study, as an opportunity to build trust among the unique but similar high-profile public enterprises.

The LPWIC has organized its review of the ports along the following lines, that will inform the study methodology, toward a set of approaches and priorities that align in similar format and organization. The original subcommittees of LPWIC will serve as a basis for the relational questions and characterizations posed in the study, to identify areas for closest alignment, and for subject matter elements that may be quite disparate, distinct or appear more difficult to harmonize and homogenize. As reported in the most recent, publicly available meeting minutes, the market framework will initially be reviewed given the following LPWIC subcommittee structure:

• Coastal and Inland Ports
• Deep Draft Ports

• Discovery & Branding
• Infrastructure Build
• Launch

The roadmap will prioritize messaging platforms and digital infrastructure based on stakeholder input. The following elements have been proven approaches to implementing a market strategy roadmap. All these elements, a combination of them or others deemed necessary, could be part of the plan.

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Messaging Platform Elements

• Brand Voice
• Key Messages
• Cue Words
• Proof Points

Messaging Platform Foci

• Performance
• Comparative Analysis
• Sustainability
• Cost-effectiveness
• Regional Reach and Access
• Align Messaging among ports

Spokespeople Preparation

• Identification
• Evaluation
• Subject Matter Expert Designation
• Media Training
• Bench that is wide and deep

Content strategy

Content strategy will be executed through multiple efforts of the campaign, such as:

• Media Training
• Executive Brand Elevation
• One-Voice Strategy
• Presentation Training
• Video & Multimedia Content
• Speaking Engagements
• Partnership Development
• Podcasts
• Earned Media
• Satellite Media Tour

Social Platforms

• Strategic platform selection (LinkedIn, YouTube, and Instagram)
• Secure appropriate handles
• Platform build out

Marketing Strategy Once Launched

to adjust and continuously calibrate to future [illegible]

3. Marketing strategy

A cohesive marketing strategy will include several elements, each of which are built upon, derive value from, as well as contribute to the building of trust, reliability and competitiveness that advance the value propositions themselves, for mutual stakeholder benefit.

• Marketing assets (e- and print brochures, one-pagers, web-content, etc.) of the LMR provide capabilities, resources, market reach for inbound and outbound, upbound and downbound river traffic, at specific points, as well as for nearby, proximate operations through the draw area and distribution ranges, across the hinterland, as well as for global reach and connectivity.

• Defined elements with target markets for communications efforts, specific to the audiences identified in differentiation, from aspects tying back to the Value Proposition characterizations, will help the port customers, tenants, others with operating agreements, along with their respective customers to have confidence in the resilience, reliability and world class execution of operations that take place at the five deep-water ports.

• A regular set of policy and operational collaborations. Regular and frequent internal communications go beyond the basic 'coordination,' that likewise exceeds 'cooperation.' Each of these nominally conjoined efforts by more than a single participant generally remain self-centered. Contributors in coordination and cooperation tend to sustain a status quo, with levels of effort expended toward a stated common goal or set of objectives. When all parties are completely committed to building mutual trust, to understanding the goals and objectives of the associated enterprises, the planks and platforms within a plan can be manifested in accelerated fashion through the collective, mutually beneficial effort. The ability to focus marketing work toward the collective effort, can also contribute to mitigating inefficiencies, as partners share opportunities for the greater good, building trust, finding mutually beneficial opportunities, while sharing improved returns from added value that arises at the five deep-water ports of the LMR in their respective competitive marketplaces.

To elevate specializations and enable greater value to be both contributed to the greater whole, while also deriving greater value through improved efficiencies arising from market driven *information flows*. Also, *cash flows and freight flow* improvements will be able to serve as future competitive advantages for the State of Louisiana economy, the ports themselves, the customers and the customers' customers.

• The overarching framework of the marketing strategy will provide a methodology for balancing internal and external stakeholders. Attracting advocates and emissaries to spread the message will be built on those with favorable experiences and trusting relationships, among port users and other stakeholders.

The marketing strategy will also give responsibility and accountabilities to the Core team representing policy and operations, messaging and taking initiative to bring the wide range of capabilities, services and operations to the domestic and international markets on behalf of the five deep-water ports. The ports themselves, as public enterprises, help to deliver public benefits through the provision of publicly accessible infrastructure, economic development services and provide commercial opportunities that cascade to the broader community, even to the whole nation. Setting the stage through common, consistent, and cohesive communication initiatives, builds a liberating structure where new paradigms and innovative approaches can attract additional commitments of resources, capital and labor, translating to physical improvements arising from such public-private partnerships, through investment and additional jobs.

4. Execution roadmap and budget

The execution roadmap will describe the pathway to launch and keep momentum of the value of LMR as outlined in Task 4. It will include proposed marketing elements, timing, and estimated budgets to launch the roadmap. In addition, it will identify effective metrics to evaluate success and refine implementation. Infrastructure investment requirements, whether rehabilitation of existing terminals, structures and equipment, or investing in new terminals, structures and equipment will be injected into a roadmap timeline.

5. Establish digital repository and metadata management for collection, access of documents, images, data and brand standards.

Key data, metrics and inventory of LMR assets will be compiled into a digital repository. The information and data will include the metadata. GIS assets will be prepared, inventoried and available in electronic format as both native data and as images. The defined brand standards will be prepared in a working document.

To improve asset management and accessibility, we will develop a centralized digital repository with an integrated metadata system for organizing and retrieving documents, images, GIS data, and brand materials.

Key Actions:

- Centralize Assets: Consolidate all relevant data - documents, images, metrics, GIS files, and branding into a single, searchable platform.
- Implement Metadata Standards: Apply standardized metadata to enhance organization, discoverability, and reporting.
- Inventory and Digitization: Conduct a full audit of existing assets, ensuring all are digitized, cataloged, and tagged for easy access.
- GIS Integration: Prepare GIS data in standard electronic formats, including both native files and map images, accessible within the system.
- Brand Standards Document: Create a working brand guidelines document, housed in the repository, to ensure consistency in all communications.

Expected Outcomes:

- Streamlined access to accurate, up-to-date information
- Improved collaboration and data governance
- Consistent brand usage across platforms
- Long-term digital asset preservation

This system will provide a foundation for efficient operations, better decision-making, and future scalability as presented in Figure 1.

Timing

The project team welcomes periodic status updates on the project, while engaging the LMR Ports team to verify various aspects of LMR Ports' goals and objectives with the ports and stakeholders.

The requested deliverables will be compiled and delivered within sixteen (16) weeks following Polaris's receipt of a signed copy of this agreement. The final set of deliverables with marketing roadmap and repository will be available within four (4) weeks of LMR Ports review to address and incorporate comments and edits. The timeline to prepare the collaborative marketing strategy of the five LMR Ports is shown in Table 1.

Once this project is initiated, Polaris will hold a formal kick-off meeting to introduce the key team members and to review the scope and objectives of this project. The meeting can take place at a mutually accepted location or virtually through Teams.

The project team will be available to deliver the results virtually or in person at the locations and events requested by the LPWIC team.

Table 1: Polaris Analytics and Consulting Timeline to Prepare the Collaborative Marketing Strategy of the Five Deep-Water Ports of the Lower Mississippi River for the Louisiana Ports and Waterways Investment Commission

Week	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Tasks and Descriptions																	
Kick-Off Meeting	■																
1. Research and Discovery		■	■	■	■												
2. Value Proposition Development						■	■	■									
3. Marketing Strategy Development									■	■	■	■	■				
4. Implementation Roadmap														■	■		
Finalize Materials for Submittal																■	
Project Delivery and Presentation																	■

Project Team

The assembled project team brings unparalleled experience from key discipline areas, including multimodal and intermodal transportation of people and freight, economic development, commercial port and supply chain logistics business development, change management.

The development of the marketing strategy will be directed by Ken Eriksen, Managing Member and Strategic Advisor, Polaris Analytics and Consulting.

Scott Sigman, Principal Consultant, Equiunanimous Advisory Service Enterprise, will engage throughout the project, with particular attention to stakeholder outreach and research and analysis and value proposition development, along with the implementation roadmap. CPCS will lead port and terminal asset inventory and geographic information system (GIS) development of the research and contribute to the development of the value proposition.

New Orleans-based DEVENEY will lead the strategic marketing plan and implementation roadmap, supported by Resor. DEVENEY's office will facilitate stakeholder interviews and leverage local insights.

Resor Communications will prepare port profiles and market-facing assets.

The role by team partner of the Polaris team is summarized in Table 2.

Table 2: Polaris Analytics and Consulting Study Team Summary of Roles and Key Contributions

Partner	Role	Key Contributions
Polaris	Project Lead	Strategy, coordination, analytics
EASE	Stakeholder Engagement	Research, interviews, roadmap
CPCS	Asset Inventory	GIS, infrastructure analysis
DEVENEY	Marketing Lead	COMPASS™, branding, content
Resor	Communications	Profiles, marketing assets

Public Notices

SHALL NOTIFY THE OWNER OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR: East St. John High School
New Welding Building
1 Wildcat Drive
Reserve, Louisiana 70084

Bid Documents shall be available the first date of advertisement. Complete Bidding Documents for this project are available in electronic form. They may be obtained without charge and without deposit from www.centralauctionhouse.com. Printed copies are not available from the Designer but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to Michael Buisson at N-Y Associates, Inc. 2750 Lake Villa Drive, Metairie, LA 70002, Telephone (504) 885-0500, E-mail: mbuisson@n-yassociates.com.

A set of the plans can be *reviewed only* upon request at St. John the Baptist Parish Public Schools, 118 West 10th Street, Reserve, LA 70084.

All Bids must be accompanied by bid security equal to five percent (5%) of the sum of the Base Bid and all Alternates, and must be in the form of a certified check, cashier's check or a Bid Bond Form written by a surety company licensed to do business in Louisiana, signed by

Public Notices

Treasury List, and has at least an "A-" rating or better (as shown in the latest edition of A.M. Best's Key Rating Guide), the maximum Contract amount for which that Surety may provide a Bond is fifteen percent of the Surety's policyholders surplus (as shown by Surety's most recent financial statements filed with the Louisiana Department of Insurance.) The Bond shall be signed by the surety's agent or attorney-in-fact, and shall be in favor of the St. John the Baptist Parish Public Schools.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD
2:30 P.M. C.S.T. on Thursday, June 18, 2026
East St. John High School
1 Wildcat Dr.
Reserve, Louisiana 70084

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2163 for the classification of *Building Construction*. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212 (A)(1)(c). No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of LA. R.S. 38:2214. The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212 (A) (1)(b), the provisions and requirements of this Section, those stated in the advertisement bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

Public Notices

PUBLIC NOTICE

REQUEST FOR PROPOSALS

St. John the Baptist Parish Council will receive Proposals for the project described as follows: Backflow Prevention Services

St. John the Baptist Parish (herein referred to as "the Parish") hereby issues a Request for Proposals (RFP) for qualified companies (herein referred to as "Company") to provide Backflow Prevention Services.

Proposals shall be addressed to the St. John the Baptist Parish Council and delivered to the receptionist at The St. John the Baptist Parish Government Complex, 1811 West Airline Hwy, LaPlace, LA not later than **9:45 A.M. local time on June 29, 2026. Proposal package shall be clearly marked: RFP 2026.14 – Backflow Prevention Services.**

Any proposals received after the specified time and date will not be considered. The sealed proposals will be read aloud at 10:00 A.M. local time on June 29, 2026 in the St. John the Baptist Parish Government Complex Council Chambers located at 1811 West Airline Hwy., LaPlace, LA.

Proposal documents may be viewed on or downloaded from the parish website, www.sjbparish.com; obtained by

Public Notices

PUBLIC NOTICE

REQUEST FOR PROPOSALS "AS NEEDED/ON CALL" FEMA GRANT MANAGEMENT AND ADMINISTRATION SERVICES

Port of South Louisiana, invites interested parties to submit proposals to provide "As Needed/On Call" FEMA Grant Management and Administration Services; these services will be on an "as needed/on call" basis. In order to effectively administer and manage various FEMA recovery programs and grant awards that may be forthcoming as a result of future disaster events, hurricanes, storm or flooding, as well as other possible future declared disasters, the Port is soliciting proposals from qualified and experienced firms to provide FEMA grant management and administration services.

The procedures for the selection of this firm will be in accordance with the procurement requirements of the FEMA and the Governor's Office of Homeland Security and Emergency Preparedness Programs, and the procedures set forth in the Request for Proposals packet. All responses received will be evaluated in accordance with the selection criteria identified in the Request for Proposals packet. That packet also identifies the anticipated scope of service to be performed by the selected firm.

Public Notices

PUBLIC NOTICE

ADVERTISEMENT FOR BIDS

The Port of South Louisiana hereby advertises for bids for:

Project: Port of South Louisiana Guest House Critical Repairs Reserve, LA Project No: 2026-006

Description of Basic Work: Scope of work consists of reconstruction of an existing second floor balcony and miscellaneous architectural, mechanical and electrical repairs and hazardous materials abatement.

Sealed Bids must be received by the Port of South Louisiana, 1720 Louisiana Highway 44, Reserve, Louisiana 70084, either by mail, hand delivery or electronic bid **NO LATER THAN 10:00 AM, local time Thursday, JUNE 25, 2026**, Attn: Julia Fisher Cormier, Sealed Bid Enclosed – Port of South Louisiana Guesthouse Critical Repairs – Project No. 2026-006. Contractor's License Number and Contractor's name should be printed outside of the sealed bid. Promptly thereafter, the bids will be publicly opened and read aloud at the Port of South Louisiana, 1720 Louisiana Highway 44, Reserve, Louisiana 70084.

Electronic bids are accepted on the Central Auction House Bidding Website: www.centralauctionhouse.com

Public Notices

effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

See the Contract Documents for Certificate of Insurance.

BID PROTEST PROCEDURE

By submitting a bid, bidders agree that any and all disputes arising from or connected with the bidding on or award of the contract for this project shall be resolved by way of the following which bidders acknowledge as the available administrative remedy:

1. Any and all bidders information shall be available upon request as a public record either no sooner than nine (9) working days following the bid opening or after the recommendation of award by the public entity or the design professional, whichever occurs first, and the requester shall pay reasonable reproduction costs.

2. Any protest of the responsiveness of a bid or responsibility of a bidder shall be submitted in writing and received by the Port of South Louisiana and the design professional of record within fourteen (14) working days following the bid opening. Any protest of the award of the contract shall be submitted in writing and received by the Port of South Louisiana and the design professional of record within three (3) working days following the award