

**Bylaws
Of
Nineteenth Louisiana Levee District**

ARTICLE I. IDENTITY

These are the Bylaws of the Nineteenth Louisiana Levee District (District) Board of Commissioners, a public body with its principal place of business at Colfax, Parish of Grant, State of Louisiana.

ARTICLE II. PURPOSES AND POWERS

See Section 306 of Act 1 (Attachment 1).

ARTICLE III. GOVERNANCE

Section 3.01. The Corporation shall look to these Bylaws, the Article of Incorporation, and the laws of this state with reference to public corporations, (See attachment 2 – LRS 38:291.I) for guidance in the operation of its affairs.

Section 3.02. Where these Bylaws conflict with Louisiana Law, the provisions of Law shall control.

ARTICLE IV. MEMBERS

Section 4.01. The initial trustees and their successors shall be members of the Corporation.

ARTICLE V. BOARD OF DIRECTORS

Section 5.01. The number, qualifications, and constitution of the Board, their term in office and their method of election, removal and replacement, shall be in accordance with the provisions of Law.

Section 5.02. Subject to the direction of Louisiana Law, the term for a commissioner is one year or until their successors shall be elected, a chairperson (president), vice-chairperson (vice-president), and secretary who shall serve as the officers of the Corporation.

Section 7.03. The Board may meet at such times and places as shall be designated in a notice provided to each board member at a reasonable time prior to the appointed time of the meeting. The notice may be by mail, telephone, fax machine, or other electronic means of communication. The notice shall include the date, hour, and place of all such meetings and shall be posted no less than 24 hours on the front door of the meeting place along with an agenda for the meeting.

Section 7.04. A quorum at any board meeting shall consist of a majority of the Board, as constituted at the time of such meeting. The acts approved by a majority of those present at any meeting, at which a quorum is present, shall constitute the acts of the Board.

ARTICLE IX. INDEMNIFICATION

(See attachment)

ARTICLE X. AMENDMENTS

These Bylaws may be amended by a two-thirds vote of the full Board (as then constituted) at any meeting of the Board, provided that the notice of such meeting clearly sets for the proposed changes which are to be considered.

Adopted: _____
Effective: _____

Secretary

The following is an excerpt from the minutes of a special meeting of the Board of Commissioners of the Nineteenth Louisiana Levee District held on March 1, 2007:

Indemnification Commissioners, Officers, and Employees

- A. Indemnification. It is hereby declared to be the public policy of the Nineteenth Louisiana Levee District (District) that the District shall defend, indemnify, and hold harmless and indemnify each official, officer and employee of the District from any financial loss which, for purposes of this section, shall mean and include court costs, judicial interest, and monetary damages, arising out of any claim, demand, suit, or judgment in any court by reason of alleged negligence or other act by the official, officer or employee, if the official, officer or employee, at the time damages were sustained, was acting in the discharge of his duties and within the scope of his office or employment and such damage did not result from the intentional wrongful act or gross negligence of the official, officer or employee.
- B. Within five (5) days after an official, officer or employee is served with any summons, complaint, process notice, demand or pleading, he shall deliver the original or a copy thereof to the District's attorney. Failure to make the required delivery under this section to the District's attorney shall preclude indemnification hereof. Upon delivery to the District's attorney, the District's attorney shall within five (5) days furnish a copy of the summons, complaint, process, notice, demand, or pleading to the full Board. Upon such delivery, the District's attorney shall assume control of the defense of the official, officer, or employee, unless:
- (1) The officer or employee states in writing that he does not wish to be represented by the District's attorney and such replacement shall be authorized by the Board.
 - (2) The officer or employee is covered by a policy of insurance under the terms of which the insurance carrier is required to provide counsel and the insurance carrier does in fact provide a defense for the full extent of the claims made against the officer or employee.
 - (3) After a thorough investigation by the District's attorney it appears that the officer or employee was not acting in the discharge of his duties and within the scope of his office or employment at the time of the alleged act or omission, or that he was acting in an intentionally wrongful manner or was grossly negligent; provided that the District shall not be obligated to indemnify said officer or employee for any fees, incurred, unless the District's attorney had determined not to assume the defense

of said officer or employee based on his investigation, and the court subsequently finds that the officer or employee was acting in the discharge of his duties and within the scope of his employment and the damages did not result from the intentional wrongful act or gross negligence of said officer or employee.

- (4) After a thorough investigation, it appears that representation of the officer or employee could conflict with the representation of another officer or employee in the District. In case of such conflict, the District's attorney shall secure special counsel to represent the officer or employee at District's expense but in no event does this abrogate the employee's or officer's rights in paragraph ©.
- C. In any case where the District's attorney does not undertake the representation of the officer or employee he may take such action as he deems necessary including enrolling as counsel, to protect the interest of the District.
 - D. The decision of the District's attorney not to defend an officer or employee and any and all information obtained by him as a result of the investigation conducted pursuant to subsections B (3) and (4) shall be considered confidential and shall not be admissible as evidence in any legal proceeding and no reference thereto shall be made in any trial or hearing.
 - E. Subject to the requirements of subsection (g) of this section, if an official, officer, or employee of the District is held liable for monetary damages for actions arising under the circumstances provided by this section, the Board shall appropriate a sum sufficient to reimburse the official, officer, or employee. The court, upon request of any party, shall give written findings of fact as to whether the official, officer, or employee was acting in the discharge of his duties and within the scope of his employment, and whether the damages were the result of the intentional wrongful act or gross negligence of the official, officer, or employee. An out of court settlement shall have the effect of a judgment of a court of competent jurisdiction for purposes of this section, but the settlement shall be approved by the District's attorney.
 - F. Nothing in this section shall in any way impair, limit, or modify the rights and obligations of an insurer under any policy of insurance or impair the right of the individual to obtain private counsel in his own behalf. However, the Board shall not be obligated to indemnify said individual for the attorney's fees so incurred except as provided in subsection (b) (3) of this section.
 - G. The benefits of this section shall inure only to the official, officer, or employee of the District or, upon death of the affected official, officer, or employee, to his legal, instituted or irregular heirs, subject to the community rights of surviving spouse, which, however, shall not enlarge or diminish the rights of any other party.