WEST CAMERON
PORT COMMISSION
110 Smith Circle
P. O. Box 1271
Cameron, LA 70631

Clifton Cabell, President
Jimmy Brown, Vice- President
Wendell Wilkerson-Secretary
Dwight Savoie-Treasurer

Board Members
Ricky Poole
Howard Romero
Ernest Carol Trahan
Timothy Dupont
Ruben Doxey

PROCEEDINGS

WEST CAMERON PORT HARBOR & TERMINAL DISTRICT

August 28, 2012

The West Cameron Port Harbor & Terminal District met in regular session on Tuesday, August 28, 2012 at the Holly Beach Fire Station, Holly Beach, Louisiana at 6:00 o'clock PM.

Present: Cliff Cabell, Wendell Wilkerson, Howard Romero, Ricky Poole, Jimmy Brown, Ernest Carol Trahan, Timothy Dupont, Dwight Savoie, Ruben Doxey

Absent: None

Guest: Tom Barrett, David Minton, Bryon Richard, Stephen Broussard, Pete Picou, Cyndi Sellers

Parish Agencies: Tunie Dunaway, Cameron Parish Police Jury

The meeting was called to order by Chairman Cliff Cabell.

Howard Romero led the Pledge of Allegiance and Jimmy Brown gave the invocation.

On the motion of Mr. Savoie, seconded by Mr. Brown and carried the board approved the July 31, 2012 regular meeting minutes.

On the motion of Mr. Brown, seconded by Mr. Wilkerson and carried the board approved the Treasurer's Report.

On the motion of Mr. Wilkerson, seconded by Mr. Dupont and carried the board approved payment of the following bills: Cameron Telephone- $85.36-August, 2012, phone bill, Cornellia B. Dunaway- -$100.00-August, 2012, Travel Expense, Haynie & Associates-$2500.00- September, 2012, Professional fees, The Chamber/SWLA-$600.00 Legis-Gator Luncheon, Gragson, Casidy, & Guillory, L.L.P., Audit.

The port board reviewed the following correspondences: (1) An email from the Cameron Parish Assessor's Office regarding millage rates; (2) A letter from the United States Coast Guard referencing the replacement of a removable span bridge with a fixed span bridge across Hermitage Bayou t Port Sulphur, in Plaquemines Parish, Louisiana; (3) Cooperative Endeavor Agreement between the Cameron Parish Police Jury and the West Cameron Port Commission.

Mr. David Minton with Lonnie Harper & Associates discussed with the port detailed surveying of the Calcasieu Loop and East Fork. The board requested prices for annual surveying and six month spot check.

Mr. Wilkerson reported on the meeting he attended with Congressman Charles Boustany at the Creole Fire Station. He requested the board invite Congressman Boustany and Mr. Jeff Landry to the port board meeting, one in September and one in October to update them on issues involving Cameron Parish and the West Cameron Port Commission.

On the motion of Mr. Savoie, seconded by Mr. Brown and carried the board agreed to invite Congressman Boustany and Mr. Jeff Landry to the port board meeting, one in September and the other in October.

Under New Business, the board Mr. Tom Barrett explained the Cooperative Endeavor Agreement between the Cameron Parish Police Jury and the West Cameron Port Commission. The Personnel Committee recommended hiring Mr. Stephen Broussard as the Port Director.

On the motion of Mr. Wilkerson, seconded by Mr. Romero and carried the board agreed to accept the money for operations from the Cameron Parish Police Jury specified in the Cooperative Endeavor Agreement between the Cameron Parish Police Jury and the West Cameron Port Commission commencing September 1, 2012 and ending December 31, 2015 and give the President authority to sign. ("Exhibit A")

On the motion of Mr. Dupont, seconded by Mr. Brown and carried the board performed roll call to adjourn the regular meeting and enter in to executive session to address (1) Discuss competence, character, or health of a person.

Yeas: Cliff Cabell, Howard Romero, Wendell Wilkerson, Dwight Savoie, Ricky Poole, Jimmy Brown, Ernest Carol Trahan, Timothy Dupont, Ruben Doxey

Nays: None

Abstained: None

Absent or Not Voting: None

On the motion of Mr. Romero, seconded by Mr. Wilkerson and carried the meeting was called back into regular session.

On the motion of Mr. Wilkerson, seconded by Mr. Romero and carried the board agreed to hire Mr. Stephen Broussard as Port Director as an independent contractor at $80,000 a year and authorize the President to execute a contract with Mr. Stephen Broussard. Mr. Timothy Dupont abstained.

The next regular meeting will be scheduled for September 25, 2012, 6:00 P.M. at the Cameron Parish West Annex, Cameron, Louisiana.

There being no further business and upon motion of Mr. Savoie, seconded by Mr. Romero and carried, the meeting was declared adjourned.

APPROVED:

Cliff Cabell

Cliff Cabell, Chairman
WEST CAMERON PORT HARBOR & TERMINAL DIST.

ATTEST:

Wendell Wilkerson

Wendell Wilkerson, Secretary

"EXHIBIT A"

COOPERATIVE ENDEAVOR AGREEMENT

2012 SEP 6 AM 9 36
CARL E. GIROUSSARD
CLERK OF COURT
& RECORDER
FILED AND RECORDED
CAMERON PARISH, LA.
FILE # 327055
Conveyance

PARISH OF CAMERON

STATE OF LOUISIANA

This Cooperative Endeavor, dated as of September 1, 2012, by and between the Cameron Parish Police Jury, hereinafter referred to as the ("Police Jury"), and West Cameron Port, Harbor and Terminal District, hereinafter referred to as the ("Port").

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions... may engage in cooperation endeavors with each other...;" and

WHEREAS, the public purpose is described as economic development and industrial inducement and advanced planning:

WHEREAS, the Police Jury and Port recognize the cultural, historical, and economic impact of the port industry to Cameron Parish and desire to fund the Port in order to promote the economic development of the waterways within the territorial limits and jurisdiction of the Port.

NOW THEREFORE, inconsideration of the mutual covenants herein contained, the parties hereto agree as follows:

Scope of Services

This Agreement shall commence September 1, 2012, and end December 31, 2015. During this term, the Police Jury shall fund the economic development of the port system and waterways of Cameron Parish through an annual appropriation to the Port. On September 1, 2012, Police Jury shall tender and deliver an amount of Three Hundred Fifty Thousand and No Dollars ($350,000.00) to the Port for the initial term of sixteen (16) months, which

COOPERATIVE ENDEAVOR AGREEMENT

2012 SEP 6 AM 9 35
CARL E. DIJOUSSARD
CLERK OF COURT
& RECORDER

FILED AND RECORDED
CAMERON PARISH, LA.

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Conveyance

PARISH OF CAMERON

STATE OF LOUISIANA

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WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions... may engage in cooperation endeavors with each other...;" and

WHEREAS, the public purpose is described as economic development and industrial inducement and advanced planning:

WHEREAS, the Police Jury and Port recognize the cultural, historical, and economic impact of the port industry to Cameron Parish and desire to fund the Port in order to promote the economic development of the waterways within the territorial limits and jurisdiction of the Port.

NOW THEREFORE, inconsideration of the mutual covenants herein contained, the parties hereto agree as follows:

Scope of Services

This Agreement shall commence September 1, 2012, and end December 31, 2015. During this term, the Police Jury shall fund the economic development of the port system and waterways of Cameron Parish through an annual appropriation to the Port. On September 1, 2012, Police Jury shall tender and deliver an amount of Three Hundred Fifty Thousand and No Dollars ($350,000.00) to the Port for the initial term of sixteen (16) months, which

initial term shall commence September 1, 2012, and end on December 31, 2013.

In September of 2013, and each September thereafter during the term of this Agreement, the Port shall present to the Police Jury, the budget for the Port for the next fiscal year. The Police Jury shall, in good faith, appropriate the funds which the Police Jury decides in its sole discretion is necessary for the economic development and operations of the Port.

The Port shall use the funds which have been received from the Police Jury for economic development, improvements, infrastructure, operations related to, and in conjunction with, its authority as provided in R.S. 34:2551 et. seq.

The Police Jury further agrees that the following movables shall be conveyed, transferred and assigned to the Port to assist in and with the economic development described hereinabove, to wit:

GMC Sierra 2500 Truck, VIN 1GPHK23D96F215597

Computers (4 Dell laptops with Police Jury inventory tag numbers 6034, 6710, 7780 and 6991) presently used by the staff of the Department of Economic Planning and Development

Office equipment (3 Laser Jet printers, 1 Xerox work center 7435, 1 Pitney Bowes mailing machine and 1 Sony Dictation Recorder) presently used by the staff of the Department of Economic Planning and Development

Mobile Telephone (AT&T I-Phone issued to the Planning Department Administrator with Police Jury inventory tag number 82011) presently used by the staff of the Department of Economic Planning and Development

Office Furniture, Planning and Economic Development Department files and filing cabinets presently used by the staff of the Department of Economic Planning and Development

The Port shall maintain and insure the above described movables.

The employees of the Port shall be paid through the Police Jury payroll under Tax Identification Number 72-6000250, and said employees of the Port shall be considered employees of the Police Jury for payroll purposes and be entitled to Police Jury benefits and subject to Police Jury Employee Policies and

Procedures, but Port shall be solely responsible for the hiring and firing, control and supervision of these employees. The Police Jury will invoice the Port bi-monthly (in conjunction with each payroll) for the payroll cost and related payroll expenses of said employees and the Port shall reimburse the Police Jury for these costs. The Port hereby authorizes the Police Jury to draft the funds directly from the Port's checking account for these payroll expenses and costs, which will be drafted following each payroll date. This shall not apply to independent contractors who will be paid directly by the Port.

The Police Jury shall provide office space to the staff of the Port which office space shall be the office space in the Police Jury West Annex Building.

Payment Terms

The parties enter into this Cooperative Endeavor Agreement pursuant to the mutual benefits and considerations recited herein.

Taxes

Police Jury and Port hereby agree that the responsibility for payment of any taxes shall be the obligation of the Port.

Termination Clause

The Police Jury or Port may terminate this Agreement for cause based upon the failure of either party to comply with the terms and/or conditions of the Agreement provided that written notice shall be provided specifying the failure. If within thirty (30) days after receipt of such notice, the notified party shall not have either corrected such failure or, in case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the notifying party may, at its option, place the notified party in default and the Agreement shall terminate on the date specified in such notice.

Ownership

All records, reports, documents and other material delivered or transmitted to any private entity by the Police Jury or Port shall remain the property of the Police Jury or Port, and shall be returned to the Police Jury or Port, at the expense of the private entity, at termination or expiration of this Agreement.

Nonassignability

Neither party shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other.

Auditors Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of either party which relate to this Agreement.

It is hereby agreed that the Port shall abide by any and all State of Louisiana statutes and regulations regarding public finances and expenses. Furthermore, during the terms of this Agreement, the Port shall provide an annual audit report from a Certified Professional Accountant.

Record Retention

Police Jury and Port agree to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three (3) years after final payment, or as required by law.

Term of Agreement

This Agreement shall begin on the approval and acceptance by the Police Jury and Port and shall terminate on 31st day of December, 2015.

Fiscal Funding

The Police Jury, in good faith, agrees and accepts that it has by adoption and execution of this Agreement, obligated the Police Jury to pay the Port the funds and amounts described hereinabove as long as public funds are available in the Police Jury budget.

Discrimination Clause

The parties agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968, as amended, and contractor agrees to abide by the requirements of the American with Disabilities Act of 1990.

The parties agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities. Any act of discrimination committed by either party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in Cameron Parish, Louisiana.

CAMERON PARISH POLICE JURY

BY: DARRYL FARQUE

WEST CAMERON PORT, HARBOR AND TERMINAL DISTRICT

BY: CLIFF CABELL