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

November 19, 2013

The West Cameron Port Harbor & Terminal District met in regular session on Tuesday, November 19, 2013 at the Grand Lake Parish Barn, Grand Lake, Louisiana at 6:00 o'clock PM.

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

Absent: Ruben Doxey, Wendell Wilkerson

Guest: Pete Henry, Sandra Henry, Ellray Henry, Billy Rosteet, Loree LeBleu, David Minton, Wesley Henry, Gregory Henry, Byron Richard-Royal Engineering, Greg Ogea

Parish Agencies: Tunie Dunaway, Cameron Parish Police Jury
Stephen Broussard, West Cameron Port Director

The meeting was called to order by Chairman Cliff Cabell.

Ricky Poole led the Pledge of Allegiance and Jimmy Brown gave the invocation.

On the motion of Mr. Savoie, seconded by Mr. Romero and carried the board approved the October 29, 2013 regular meeting minutes.

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

On the motion of Mr. Savoie, seconded by Mr. Romero and carried the board approved the following bills for payment: Cornellia Dunaway-$100.00-Travel Expense, November, 2013, Cameron Telephone-$212.47-Phone Bill, November, 2013, Stephen Broussard dba Broussard Financial & Consulting-$6666.67-Contract Labor, November, 2013, Iberia Bank- $1901.06-Marketing & Economic Development, Postage, Parking, Vehicle Maintenance, November, 2013, and Cameron Parish Police Jury-$655.14-Vehicle Insurance-November, 2013 and the bills that hadn't come in yet for the month of November.

The port board reviewed the following correspondences: (1) a letter from Cooley Printers requesting information about the port and services; (2) a letter from the Cameron Parish Assessor's Office referencing storage cavern appraisal payments; (3) November meeting notice from the Lake Charles Port; and (4) an invitation to the 2013 Beaujolais Festival from the French American Chamber of Commerce being held Thursday, November 21, 2013 at the J.W. Marriott in New Orleans, LA.

Mr. Stephen Broussard, Port Director gave a general report on ongoing work with Winrock on several projects, Coordinated meeting with landowners on November 7, 2013,worked on Master Lease Agreement, visited landowners who have commercial properties, attended Cameron Fisheries pre-construction meeting, collected data for a prospect, attended the LIDEA fall conference in Baton Rouge, LA., met with DOTD on the ferry, attended training on GIS system, attended a meeting with SWLA Alliance and Workforce Council, worked with Comit on website, corresponded with legislators on Capital Outlay, visited LED on support of Davis Road Extension funding, prospect site visit in Hackberry.

Under New Business the board discussed the amendment of the 2013 Budget, 2014 Budget, and Port's Director's Contract Renewal.

On the motion of Mr. Romero, seconded by Mr. Savoie and carried the board amended the 2013 Budget. ("Exhibit A")

On the motion of Mr. Romero, seconded by Mr. Trahan and carried the board adopted the 2014 Budget. ("Exhibit B")

On the motion of Mr. Romero, seconded by Mr. Savoie and carried the board approved renewal of the Port Director's Contract for one year and gave the president authority to sign. ("Exhibit C")

Mr. David Minton updated the board on the drawings and engineering study in reference to the Calcasieu Loop.

On the motion of Mr. Romero, seconded by Mr. Trahan and carried the board agreed to pay the December bills, since no meeting was schedule for the month of December.

Mr. Ellray Henry and several family members spoke to the board concerning operating procedures that should be drafted by the board, the master lease agreement, and the economic impact this project would have on Cameron Parish. Discussion followed.

The next regular meeting will be scheduled for January 21, 2014 6:00 P.M. at the Hackberry Community Center, Hackberry, Louisiana.

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

APPROVED:

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

ATTEST:

Wendell Wilkerson, Secretary

"EXHIBIT A"

WEST CAMERON PORT COMMISSION
Amended 2013 Budget

West Cameron Port Commission

Account Title	YTD Budget $-Original
Beginning Balance - Cash in Bank	$402,714.30
Cheniere Energy	$47,650.00
Cameron Fisheries	$36,594.39
CD Interest/Cameron State Bank	$155.62
Refund/Cameron Telephone	$187.55
Stop Payment Refund	$35.00
Difference from Check# 1172	$0.42
Gulf Coast Development L.L.C.	$5,000.00
TOTAL REVENUE	$492,337.28
Professional fees	$32,500.00
Telephone	$3,600.00
Marketing & Economic Development/Dues	$65,400.00
Travel Expense	$1,200.00
Contract Labor	$80,000.00
Office Supplies	$300.00
Fuel	$5,500.00
Copier Maintenance	$-00
Registration/Conference Fees	$7,000.00
Auto Insurance/vehicle maint	$3,000.00
Lease Payments	$36,594.39
TOTAL EXPENDITURES	$235,094.39

Prepared by Tunie 11/20/2013

WEST CAMERON PORT COMMISSION

"EXHIBIT B"

2014 Budget

West Cameron Port Commission

Account Title	YTD Budget $-Original
Beginning Balance - Cash in Bank	$316,992.03
Cheniere Energy	$47,650.00
Cameron Fisheries	$19,620.00
CD Interest/Cameron State Bank	$360.00
Cameron Parish Police Jury	$350,000.00
TOTAL REVENUE	$734,622.03
Professional fees	$33,000.00
Telephone	$4,500.00
Marketing & Economic Development	$50,000.00
Travel Expense	$2,400.00
Contract Labor	$80,000.00
Office Supplies	$300.00
Fuel	$6,000.00
Registration Fees/Conference Fees/Dues	$7,000.00
Auto Insurance	$3,000.00
Rent Payments	$19,620.00
TOTAL EXPENDITURES	$205,820.00

Prepared by Tunie 11/25/2013

"EXHIBIT C"

COOPERATIVE ENDEAVOR AGREEMENT

PARISH OF CAMERON

STATE OF LOUISIANA

This Cooperative Endeavor, dated as of January 1, 2014 by and between Stephen Broussard, hereinafter referred to as ("Broussard"), and West Cameron Port, Harbor and Terminal District, hereinafter referred to as the ("Port").

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, Broussard and Port recognize the cultural, historical, and economic impact of the port industry to Cameron Parish and the Port desires to engage Broussard in order to promote the economic development of the waterways within the territorial limits and jurisdiction of the Port.

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

Scope of Services

This Agreement shall commence January 1, 2014, and end December 31, 2014. During this term, Broussard shall be appointed the acting Port Director for the Port and work exclusively for the Port as an independent contractor performing the following duties, to wit:

Job Summary

Provide leadership, strategic and tactical direction for staff and resources of the West Cameron Port and Harbor District (WCPHD) toward the accomplishment of the organization's mission.

PRINCIPAL DUTIES & RESPONSIBILITIES

1. Lead new project development, including research of potential projects that fit with the organization's mission, financial viability, resource development, obtain Board approval for action, and develop and implement the plan.
2. Provide support and leverage as needed to ensure successful completion of projects.
3. Maintain an awareness of governmental, management, industry trends, and other developments that would be helpful to the WCPHD and current/future projects through publications, attendance at appropriate seminars, contact with federal/state/local officials and participation in relevant conferences and meetings.
4. Coordinate and be responsible for communication with an assignment of work to legal counsel of the WCPHD, including preparation of agreements or contracts between the organization and third parties.
5. Develop and maintain proper liaison with the Parish and the municipal corporations therein and other appropriate governmental agencies, and other interested organizations (i.e. regional economic development organizations, etc.).
6. Provide WCPHD with key information/updates (i.e. status of obligations under contracts, operating budget, policy recommendations, etc.) via Executive Director's Report and ad hoc communications.
7. Apply for available grants and execute grant documents as authorized by the WCPHD Board.
8. Serve as key public relations representative with the media.
9. Responsible for daily operation of the WCPHD in compliance with organizational policies and procedures (i.e. establish annual budget, strategic plan and operations plan, including staffing).
10. Oversee recruitment, hiring/discharging, training/orientation, supervision, performance evaluation, and compensation assessment of staff.
11. Other reasonable related duties as assigned by the WCPHD Board.

Consideration

In consideration for the service and efforts of Broussard, the port shall pay Broussard an annual amount $80,000.00. The annual amount shall be paid in monthly installment of $6,666.66, with the first payment being owed January 1, 2014, and the 1st of each month thereafter for the term of the Agreement or until the agreement is terminated by either party as provided hereinbelow. The payments made by the Port to Broussard, as described herein, shall be paid to Broussard Financial and Consulting, Inc., under Tax ID# 72-0843050.

Additionally, the Port will reimburse Brossard for his mileage and expenses incurred in furtherance of the Scope of Services described hereinabove. The mileage and expenses shall be submitted to the Port on a monthly basis for approval and payment. The amount paid for mileage and expenses shall be paid in accordance with, and governed by, the Cameron Parish Police Jury's policies and procedures.

Payment Terms

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

Taxes

Broussard and Port hereby agree that the responsibility for payment of any taxes shall be the obligation of Broussard. Broussard will receive a Form 1099 at the end of each calendar year.

Termination Clause

Broussard or Port may terminate this Agreement for cause or without cause, at any time, provided that written notice shall be provided to the other party at least thirty (30) days prior to the termination.

Ownership

All records, reports,, documents and other material delivered or transmitted to any private entity or to Broussard shall remain the property of the Port, and shall be returned to the Port, at the expense of the private entity or Broussard, 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.

Record Retention

Broussard 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 Broussard and Port and shall terminate on the 31st day of December, 2014.

Fiscal Funding

Port, in good faith, agrees and accepts that it has by adoption and execution of this Agreement, obligated Port to pay Broussard the funds and amounts described hereinabove as long as public funds are available in the Port's 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 111246 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.

STEPHEN BROUSSARD

BY:

WEST CAMERON PORT, HARBOR AND TERMINAL DISTRICT

BY: