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

PROCEEDINGS

WEST CAMERON PORT HARBOR & TERMINAL DISTRICT

February 24, 2015

The West Cameron Port Harbor & Terminal District met in regular session on Tuesday, February 24, 2014 at the Hackberry Community Center, Hackberry, Louisiana at 6:00 o'clock PM.

Present: Ernest Carol Trahan, Cliff Cabell, Wendell Wilkerson, Howard Romero, Tim Dupont, Jimmy Brown, Ricky Poole

Absent: Dwight Savoie

Guest: Melissa Dupont, Byron Richard-Royal Engineering

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

The meeting was called to order by Chairman Cliff Cabell.

Wendell Wilkerson led the Pledge of Allegiance and Jimmy Brown gave the invocation.

The floor was open for nomination of President: On the motion of Mr. Romero, seconded by Mr. Poole and carried the board agreed to re-elect Mr. Cliff Cabell as President. On the motion of Mr. Trahan seconded by Mr. Dupont and carried the nominations were closed.

The floor was open for nomination of Vice President: On the motion of Mr. Romero seconded by Mr. Dupont and carried the board agreed to re-elect Mr. Jimmy Brown as Vice President. On the motion of Mr. Wilkerson seconded by Mr. Romero and carried the nominations were closed.

The floor was open for nomination of Secretary: On the motion of Mr. Romero seconded by Mr. Trahan and carried the board agreed to re-elect Mr. Wendell Wilkerson as Secretary. On the motion of Mr. Poole seconded by Mr. Romero and carried the nominations were closed.

The floor was open for nomination of Treasurer: On the motion of Mr. Romero seconded by Mr. Dupont and carried the board agreed to re-elect Mr. Dwight Savoie as Treasurer. On the motion of Mr. Romero seconded by Mr. Trahan and carried the nominations were closed.

On the motion of Mr. Romero, seconded by Mr. Trahan and carried the board approved the January 27, 2015 regular meeting minutes.

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

On the motion of Mr. Romero, seconded by Mr. Trahan and carried the board approved the following bills for payment: Stephen Broussard dba Broussard Financial & Consulting -$8,333.33, Contract Labor-February, 2015, Cameron Telephone- $227.31-February, 2015, phone bill, Cornellia B. Dunaway-$200.00-Travel Expense-February, 2015, LIDEA-$195.00-Registration fees-January, 2015, Comit Developers LLC - $50.00 – Professional fees, February, 2015-Ports Association of Louisiana-$350.00- Registration fees-February, 2015-

Cameron Parish Police Jury for Wex Bank-$160.46-Fuel card, February 2015, AT & T Mobility-$79.28-Cellphone, February, 2015.

The port board reviewed the following correspondences: (1) a letter from the State of Louisiana Office of State Procurement granting the port authority to purchase under state contract;. (2) a brochure from the Ports Association of Louisiana regarding the annual conference scheduled for March 25-27, 2015 at the Omni Royal Orleans in New Orleans, LA. (3) a letter from the Petroleum Research Bureau regarding a survey on reading habits within the industry; (4) letters of engagement for the compilation of the financial statements for West Cameron Port from Gragson, Casidy & Guillory for the year ending December 31, 2014; (5) an invitation from Lake Area Medical Center Wound Care Center to their Open House being held February 26, 2015 at the new Wound Care Center Lake Charles, Louisiana 5:00 – 7:00 P.M.

Mr. Stephen Broussard, Port Director gave a general report on ongoing work with Southern California Telephone and Energy LNG; (sent out a letter of support for their project to the DOE). Venture Global (working with Graham McArthur, Venture Global' s treasurer, on Federal Trade Zone, the Alliance, IMCAL, Cameron ED and McNeese on the idea of an industrial park (waiting on response from Cheniere on proposals), Cameron Parish Economic Director on several projects (possible hotels in the Grand Lake and Hackberry areas), Ernst & Young on the next step for the Federal Trade Zone (attended webinar training session), discussions with Picard Group on upcoming legislative session (sales tax legislation), and the Lake Charles Pilots Association and Magnolia on a berthing area on the ship channel (working on potential sites for a lay berth south of Hackberry), attended Ports Association of Louisiana monthly meeting, gave briefing to Police Jury on port activities at their meeting, and attended the Annual SWLA Chamber Banquet.

. Mr. Wilkerson discussed the sales tax and the workers village with the board. Discussion followed.

Under New Business the board discussed the Engagement Letters for the compilation of the Financial Statement for West Cameron Port.

On the motion of Mr. Dupont, seconded by Mr. Wilkerson and carried the board gave the President authority to sign the Engagement Letters for the Compilation of the Financial Statement for 2014 for the West Cameron Port Commission. "Exhibit A"

The next regular meeting will be scheduled for March 24, 2015, 6:00 P.M. at the Holly Beach Fire Station, Holly Beach, Louisiana.

There being no further business and upon motion of Mr. Brown, seconded by Mr. Trahan 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"

GRAGSON, CASIDAY & GUILLORY, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS

W. GEORGE GRAGSON C.P.A.
RICHARD W. CASIDAY, C.P.A.
RAYMOND GUILLORY, JR. C.P.A.
GRAHAM A. PORTUS, E.A.
COY T. VINCENT, C.P.A.
MICHELLE LEE, C.P.A.
BRADLEY J. CASIDAY C.P.A. C.V.A.

JULIA W. PORTUS C.P.A.
KATHRYN BLESSINGTON, C.P.A.
JACKLYN BRANEFF C.P.A.

December 15, 2014

Board of Commissioners and Management
West Cameron Port, Harbor and Terminal District
P.O. Box 1271
Cameron, LA 70631

As certified public accountants licensed to practice in Louisiana, we are proud that you have engaged our firm to review your financial statements as of December 31, 2014, and for the year then ended, and to apply certain agreed-upon procedures relating to representations by the District's management. This letter will confirm our understanding of the terms and objectives of our engagement and nature and limitation of the services we will provide to the West Cameron Port, Harbor and Terminal District as of and for the year ended December 31, 2014.

Review. We will review, from information you provide, the basic financial statements for the District as of and for the year ended December 31, 2014, as required by Louisiana Revised Statute 24:513, and we will issue an independent accountants' review report thereon in accordance with *Statements on Standards for Accounting and Review Services* issued by the American Institute of Certified Public Accountants, and applicable standards of *Government Auditing Standards*, issued by the Comptroller General of the United States.

Attestation Report and Agreed-Upon Procedures. We will apply the agreed-upon procedures listed in the attached schedule, and will issue a report thereon, as required by the Louisiana Revised Statute 24:513, of and for the year ended December 31, 2014. Our engagement to apply agreed-upon procedures will be performed in accordance with *Statements on Standards for Attestation Engagements*, issued by the American Institute of Certified Public Accountants, and applicable provisions of *Government Auditing Standards*, published by the United States Comptroller General.

Objectives & Limitations. The objective of our engagement is to review the District's December 31, 2014 basic financial statements and to apply the attached agreed-upon procedures to the representations contained in the *Louisiana Attestation Questionnaire*.

The objective of a review is to obtain limited assurance that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. We will not perform an audit of such financial statements, the objective of which is the expression of an opinion regarding the financial statements taken as a whole, and, accordingly, we will not express such an opinion on them.

You are responsible for:

a) the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.

b) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

145 EAST STREET P.O. DRAWER 1847
LAKE CHARLES LOUISIANA 70602-1847
TEL. (337) 439-1986 FAX (337) 439-1366

c) preventing and detecting fraud.

d) making all financial records and related information available to us.

e) providing us, at the conclusion of the engagement, with a letter that confirms certain representations made during the review.

The District's management is also responsible for making all management decisions and performing all management functions and for designating an individual who possesses suitable skill, knowledge, or experience to oversee any services we provide. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

A review includes primarily applying analytical procedures to your financial data and making inquiries of District management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. A review does not contemplate obtaining an understanding of the District's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Accordingly, we will not express an opinion regarding the financial statements as a whole. The supplementary information accompanying the reviewed financial statements will be presented for purposes of additional analysis and will be subjected to the inquiry and analytical procedures applied in the review of the basic financial statements.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our review or attestation procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance or our review procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of the engagement. Should we become aware of fraud or illegal acts we shall immediately notify, in writing, the Legislative Auditor and the appropriate law enforcement agency, including the local district attorney and sheriff.

The sufficiency of the attached agreed-upon procedures is solely the responsibility of the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule, either for the purpose for which this report has been requested, or for any other purpose.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, we will not express an opinion on them. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

If, for any reason, we are unable to complete the review of your financial statements, we will not issue a report on such statements as a result of this engagement. If, for any reason, we are unable to complete the agreed-upon procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement. Should such situation arise, we will notify you and the Legislative Auditor

The District's management is responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee any services we provide. The District's management is also responsible for evaluating the adequacy and results of the services performed, and accepting responsibility for such services.

The District's management has acknowledged to us its intent to complete the representations contained the in the *Louisiana Attestation Questionnaire*, found in the *Louisiana Governmental Audit Guide.* The District's management is responsible for the representations contained in the *Louisiana Attestation Questionnaire*. Likewise, the District's management accepts responsibility for the District's compliance with the laws and regulations specified in the questionnaire and the effectiveness of the District's internal control over compliance with those laws and regulations.

Due Professional Care. A review/attestation may not meet the needs of all report users, who may require additional information and assurances on the financial statements, internal control structure and compliance with laws and regulations. In accordance with *Government Auditing Standards*, you should consider whether additional testing of financial statement amounts and presentations, controls, and compliance are necessary to supplement the coverage of these areas and to meet the reasonable needs of report users. These additional needs are quite often met by:

- an audit of the financial statements conducted in accordance with *Government Auditing Standards*,
- supplemental (or agreed-upon) procedures, beyond those included in this engagement agreement, or
- an examination of compliance or internal control resulting in an opinion.

If during the performance of our engagement we become aware that a review will not satisfy the requirements of all audit report users, laws, and regulations, we will notify you as soon as this comes to our attention. We will then submit another engagement letter for your approval that complies with the applicable requirements and submit the signed engagement letter to the Legislative Auditor for approval. We will consider all standards that may apply, but in particular, we will be cognizant of:

- State of Louisiana's audit law.
- Audit requirements of *Government Auditing Standards.*
- Office Management and Budget Circular A-133 audit requirements for a single audit or program-specific audit when Federal award expenditures exceed $500,000 for the fiscal year.
- Bond requirements, either to issue bonds or as a bond indenture provision.
- Other contractual requirements.

We are available to discuss the expanded needs of report users, the nature of this expanded examinations, and the degree to which these type examinations, or other examinations, will meet the needs of the District and its report users.

Changes. The Legislative Auditor will be notified immediately, in writing, of the accountants' decision to withdraw from the engagement or if the engagement is cancelled, to include all substantive reasons for the withdrawal cancellation.

The Legislative Auditor will be notified immediately, in writing, if there are any significant disagreements. The Legislative Auditor will be immediately notified, in writing, if there are any changes in this agreement or if there are any restrictions placed on our staff during the engagement, including failure to provide the appropriate books and records in a timely manner or denial of access to appropriate books and records, that would impact the scope of the engagement or the nature of the tests required under the previously discussed standards.

Recommendations. During the course of our engagement, it is possible that we may observe opportunities for economies of operation, for improved internal administrative and accounting controls, or we may observe variances with applicable laws and regulations or other matters that should be brought to your attention. Our comments and recommendations concerning such matters, if any, will be conveyed to you in written form. These recommendations may relate to agreed-upon procedures or may relate to other matters that come to our attention during the engagement.

Reporting Package. The reporting package will consist of a data collection form, to be prepared by management, and:

- the independent accountants' review report required by *Standards for Accounting and Review Services*; it is our understanding that these statements will include a schedule of per diem paid to board members, if applicable;

- an attestation report on the performance of the agreed-upon procedures in the attachment, prepared in accordance with *Statements on Standards for Attestation Engagements*, issued by the American Institute of Certified Public Accountants, and applicable provisions of *Government Auditing Standards* published by the United States Comptroller General;

- the signed *Louisiana Attestation Questionnaire*;

- management's corrective action plan for any findings contained in the report, which management will complete; and

- when applicable, a summary schedule of prior year findings, which you will complete.

We will assist you in the preparation of data collection form, management's corrective action plan, if applicable, and the summary schedule of prior year findings, if applicable.

Prior Comments and Recommendations. Our engagement will include a review of any prior-year suggestions, recommendations, and/or comments included in the summary schedule of prior findings. As to any current-year recommendations, suggestions, and/or comments, we will afford you the opportunity to respond to such matters and include your response(s) in management's corrective action plan.

Compensation. Our fees for all services are related to our standard hourly rates in effect at the time services are performed. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement. Our fee for this engagement will not exceed $4,000, inclusive of all costs and expenses. This fee is based on the assumption that you will provide assistance, anticipated cooperation from your personnel, and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Any amendments to the not-be-exceed amount of the fee will be in writing and signed by both our firm and the West Cameron Port, Harbor and Terminal District.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. All parties shall share the costs of any mediation proceedings equally.

Engagement Completion. It is our understanding that the accounting records will be available by January 31, 2015. We anticipate that the report will be issued no later than June 30, 2015.

At the completion of our engagement, we will send the District eight copies of our reports. We will send one unbound copy of our reports to the Legislative Auditor. The District shall send a copy of the report, and management letter, and management's corrective action plan, if applicable, to each member of the governing board, each federal grantor agency providing direct federal assistance and the federal cognizant agency, and to each state grantor agency and any state cognizant agency, if applicable. If we find events subsequent to the issuance of our reports that would cause us to reissue the reports, we shall reissue the reports in the same fashion and to the same individuals and organization as the original reports.

Engagement Documentation. It is understood that our engagement documentation is confidential information. However, we will make our engagement documentation available to the Legislative Auditor, any successor auditor, any federal or state grantor agencies, the cognizant agency, or any organization of the Louisiana Board of Certified Public Accountants authorized to perform quality assurance reviews. We will follow the Legislative Auditor's policy regarding confidentiality of audit/engagement documentation when giving access to engagement documentation to any parties other than those previously named individuals and organizations. Should we become aware of any illegal acts, we shall make our engagement documentation available to the local district attorney or any other state or federal enforcement or regulatory agency without liability. We will retain the engagement documentation for five years.

Personnel. We have assigned Mr. Coy T. Vincent of our staff (P.O. Drawer 1847, Lake Charles, LA 70602, phone number (337) 439-1986) as the manager for the engagement, and he shall exercise overall control and management of our engagement. It is our understanding that you have assigned Ms. Tunie Dunaway (337-775-5718) of your District as your representative during the engagement.

External Quality Review. Enclosed is our most recent external quality review, dated November 6, 2012.

Other Services. You may request that we perform additional services not contemplated by this engagement letter. If this occurs, w will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the term of this engagement letter.

Under the provisions of the *Government Auditing Standards*, our ability to provide nonattest services may result in an impairment of our independence, and therefore may be limited for the duration of this engagement and for the period covered by this engagement. We will consult those standards and the Legislative Auditor's Office to determine whether such an impairment exists, prior to the performance of any nonattest services.

Approval. In accordance with the provisions of state law, this engagement agreement must be approved by the Legislative Auditor prior to commencement of our work. Upon your signature and approval, we will seek approval of the Legislative Auditor of this engagement.

If these comments and arrangements meet your approval, please sign below and return the agreement to us. We look forward to a pleasant association and the opportunity to provide the services included in this engagement.

Respectfully,

GRAGSON, CASIDAY & GUILLORY

Coy T. Vincent, CPA

ENGAGEMENT APPROVED:

By Cliff Caldwell

Title President

With respect to your representations included within the *Louisiana Attestation Questionnaire*, as of December 31, 2014 and for the year then ended, we will apply the following agreed-upon procedures:

Public Bid Law

1. Select all expenditures made during the year for material and supplies exceeding $30,000, or public works exceeding $150,000, and determine whether such purchases were made in accordance with LSA-RS 38:2211-2251 (the public bid law).

Code of Ethics for Public Officials and Public Employees

2. Obtain from management a list of the immediate family members of each board member as defined by LSA-RS 42:1101-1124 (the code of ethics), and a list of outside business interests of all board members and employees, as well as their immediate families.

3. Obtain from management a listing of all employees paid during the period under examination.

4. Determine whether any of those employees included in the listing obtained from management in agreed-upon procedure (3) were also included on the listing obtained from management in agreed-upon procedure (2) as immediate family members.

Budgeting

5. Obtain a copy of the legally adopted budget and all amendments.

6. Trace the budget adoption and amendments to the minute book.

7. Compare the revenues and expenditures of the final budget to actual revenues and expenditures to determine if actual revenues failed to meet budgeted revenues by 5% or more or if actual expenditures exceeded budgeted amounts by 5% or more.

Accounting and Reporting

8. Randomly select 6 disbursements made during the period under examination and: (a) trace payments to supporting documentation as to proper amount and payee, (b) determine if payments were properly coded to the correct fund and general ledger account, and (c) determine whether payments received approval from proper authorities.

Meetings

9. Examine evidence indicating that agendas for meetings recorded in the minute book were posted or advertised as required by LSA-RS 42:1 through 42:12 (the open meetings law).

Debt

10. Examine bank deposits for the period under examination and determine whether any such deposits appear to be proceeds of banks loans, bonds, or like indebtedness.

Advances and Bonuses

11. Examine payroll records and minutes for the year to determine whether any payments have been made to employees which may constitute bonuses, advances, or gifts.

Prior Comments and Recommendations

12. Review any prior year suggestions, recommendations, and/or comments to determine the extent to which such matters have been resolved.

EUBANK BETTS

Eubank, Betts, Hirn, Wood, PLLC

A Professional Limited Liability Company

CERTIFIED PUBLIC ACCOUNTANTS

SYSTEM REVIEW REPORT

November 6, 2012

To the Partners
Gragson, Casiday & Guillory, L. L. P.
and the Peer Review Committee of the Society of Louisiana CPAs

We have reviewed the system of quality control for the accounting and auditing practice of **Gragson, Casiday & Guillory, L. L. P.** (the firm) in effect for the year ended May 31, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of **Gragson, Casiday & Guillory, L. L. P.** in effect for the year ended May 31, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. **Gragson, Casiday & Guillory, L. L. P.** has received a peer review rating of *pass*.

Eubank, Betts, Hirn, Wood

EUBANK, BETTS, HIRN, WOOD, PLLC