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

March 26, 2013

The West Cameron Port Harbor & Terminal District met in regular session on Tuesday, March 26, 2013 at the Grand Lake Parish Barn, Grand Lake, Louisiana at 6:00 o'clock PM.

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

Absent: Dwight Savoie, Ruben Doxey

Guest: John LeBlanc, Bryon Richard, Tom Barrett, David Minton, Coy Vincent Shane Manuel

Parish Agencies: Tunie Dunaway, Cameron Parish Police Jury
Terry Beard- Police Juror District #4

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. Brown, seconded by Mr. Dupont and carried the board approved the February 26, 2013 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. Brown and carried the board approved payment of the following bills: Wex Bank-$444.75-Fuel Card, March, 2013, AT&T Mobility-Cell Phone-$152.13, March, 2013, Haynie & Associates-$2500-Professional Fees-April, 2013, Cornellia Dunaway-$100.00-Travel Expense, March 2013, Iberia Bank-$153.60-Visa-Marketing & Economic Development ,March-2013,Cameron Telephone-$212.12-Phone Bill, March, 2013, Stephen Broussard dba Broussard Financial & Consulting-$6666.67-Contract Labor, March, 2013.

The port board reviewed the following correspondences: (1) a letter from Iberia Bank (2) Labor Law Compliance Notice; (3) a thank you letter card from SWLA Economic Development; and (4) Sales Tax Article from LaPolitics Weekly.

Mr. Coy Vincent with Gragson, Casidy, & Guillory, L.L.P. reviewed the Annual Financial Statements and Independent Accountants' Compilation Report with the board.

On the motion of Mr. Poole, seconded by Mr. Wilkerson and carried the board approved the Annual Financial Statement and Independent Accountants' Compilation Report. ("Exhibit A")

Mr. Stephen Broussard, Port Director gave a general report on Port Feasibility Study with T. Baker Smith, Entrepreneur Grant with Winrock, Henry lease agreements and projects, Waller Point LNG plant

Group, attendance of PAL Conference in Houma, LA., Portvision and Tax Assessor meeting on ship data, Police Jury Meetings, and completed the Certified Port Executive Program.

Mr. John LeBlanc with Lake Charles Port discussed obtaining ship data information with the board.

Mr. Broussard and Mr. Romero discussed the Cameron Fisheries Project and the Dredging Project with a new time line being set for July, or August, 2013...

On the motion of Mr. Romero, seconded by Mr. Wilkerson and carried the board gave the Chairman authority to sign the Cooperative Endeavor Agreement between the West Cameron Port and Cameron Answers for a Consumer Research Study, an Economic Impact Study, and a Public Marina Consumer Feasibility Study that was approved at the February 5, 2013 port board meeting... ("Exhibit B")

On the motion of Mr. Wilkerson, seconded by Mr. Romero and carried the board gave the Chairman authority to sign the contract with Haynie & Associates, Inc. for professional services that was approved at the February 5, 2013 port board meeting. ("Exhibit C")

Mr. David Minton with Lonnie Harper & Associates updated the board on the cost for depth survey information for Calcasieu Pass and East Fork. Discussion followed

On the motion of Mr. Romero, seconded by Mr. Dupont and carried the board agreed to enter into a Memorandum of Understanding with The Graham Group, Inc. to collaborate to develop an advertising, promotional and /or marketing project proposal to be submitted for grant award consideration by the Gulf Tourism and Seafood Promotional Fund. ('Exhibit D")

Under New Business, the discussed the Auditors Clause of the Cooperative Endeavor Agreement between the West Cameron and the Cameron Parish Police Jury.

On the motion of Mr. Wilkerson, seconded by Mr. Brown and carried the board agreed to amend the Auditor's Clause of the Cooperative Endeavor Agreement to state:, It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of administration auditor 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 comply with the State of Louisiana Audit Law (R.S. 24:513 and 514) and provide a copy of the required annual report to the Police Jury. Furthermore, the Police Jury may inspect and/or audit the accounts and records of the Port, at any time during the term of this Agreement.

The next regular meeting will be scheduled for April 29, 2013 6:00 P.M. at the Hackberry Community Center, Hackberry, Louisiana.

There being no further business and upon motion of Mr. Wilkerson 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, HARBOR AND TERMINAL DISTRICT OF CAMERON PARISH CAMERON, LOUISIANA

ANNUAL FINANCIAL STATEMENTS AND INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Year Ended December 31, 2012

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

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WEST CAMERON PORT, HARBOR AND TERMINAL DISTRICT OF CAMERON PARISH

Management's Discussion and Analysis

Within this section of the West Cameron Port, Harbor and Terminal District of Cameron Parish, Louisiana's (District) annual financial report, the District's management is pleased to provide this narrative discussion and analysis of the financial activities of the District for the fiscal year ended December 31, 2012. The District's financial performance is discussed and analyzed within the context of the accompanying financial statements and disclosures following this section.

FINANCIAL HIGHLIGHTS

- The District's assets exceeded its liabilities by $178,510 (net position) for the fiscal year reported.

- Total revenues of $144,930 were in excess of total expenses of $75,876, which resulted in a current year excess of $69,054, compared to prior year excess of $21,868.

- Total net position is comprised of the following:

  (1) Net investment in capital assets of $2,840 represents property and equipment, net of accumulated depreciation, and is reduced for outstanding debt related to the purchase of capital assets.

  (2) Unrestricted net position of $175,670 represents the portion available to maintain the District's continuing obligations to taxpayers and creditors.

The above financial highlights are explained in more detail in the "financial analysis" section of this document.

OVERVIEW OF FINANCIAL STATEMENTS

This Management's Discussion and Analysis document introduces the District's basic financial statements. The basic financial statements include: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the basic financial statements. The District also includes in this report additional information to supplement the basic financial statements. Comparative data is presented when available.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The District's annual report includes two government-wide financial statements. These statements provide both long-term and short-term information about the District's overall financial status. Financial reporting at this level uses a perspective similar to that found in the private sector with its basis in accrual accounting and elimination or reclassification of activities between funds.

The first of these government-wide statements is the *Statement of Net Position*. This is the government-wide statement of position presenting information that includes all of the District's assets and liabilities, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District as a whole is improving or deteriorating. Evaluation of the overall health of the District would extend to other nonfinancial factors such as diversification of the taxpayer base, or the condition of District infrastructure in addition to the financial information provided in this report.

The second government-wide statement is the *Statement of Activities*, which reports how the District's net position changed during the current fiscal year. All current year revenues and expenses are included regardless of when cash is received or paid. An important purpose of the design of the statement of activities is to show the financial reliance of the District's distinct activities or functions on revenues provided by the District's taxpayers.

FUND FINANCIAL STATEMENTS

A fund is an accountability unit used to maintain control over resources segregated for specific activities or objectives. The District uses funds to ensure and demonstrate compliance with finance-related laws and regulations. Within the basic financial statements, fund financial statements focus on the District's most significant funds rather than the District as a whole.

The District has one kind of fund:

Governmental fund is reported in the fund financial statements and encompass the same functions reported as governmental activities in the government-wide financial statements. However, the focus is very different with fund statements providing a distinctive view of the District's governmental fund. These statements report short-term fiscal accountability focusing on the use of spendable resources and balances of spendable resources available at the end of the year. They are useful in evaluating annual financing requirements of governmental programs and the commitment of spendable resources for the near-term.

Since the government-wide focus includes the long-term view, comparisons between these two perspectives may provide insight into the long-term impact of short-term financing decisions. Both the governmental fund balance sheet and the governmental fund operating statement provide a reconciliation to assist in understanding the differences between these two perspectives.

NOTES TO THE BASIC FINANCIAL STATEMENTS

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements.

OTHER INFORMATION

In addition to the basic financial statements and accompanying notes, this report also presents certain supplemental information concerning the District's budget presentation. A budgetary comparison schedule is included as "supplemental information" for the governmental fund. This schedule demonstrates compliance with the District's adopted budget. Supplemental information can be found on page 28 of this report.

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

Over time, as year-to-year financial information is accumulated on a consistent basis, changes in net position may be observed and used to discuss the changing financial position of the District as a whole.

The District's net position at fiscal year-end is $178,510. The following table provides a summary of the District's net position:

	2012	2011
Assets:		
Current assets	$ 442,331	$ 113,617
Capital assets	2,840	-
Total assets	$ 445,171	$ 113,617
Deferred outflows of resources	$ -	$ -
Liabilities:		
Current liabilities	$ 4,161	$ 4,161
Deferred inflows of resources	$ 262,500	$ -
Net position:		
Net investment in capital assets	$ 2,840	$ -
Unrestricted	175,670	109,456
Total net position	$ 178,510	$ 109,456

Net position increased by $69,054 for the current year.

The following table provides a summary of the District's changes in net position:

	2012	2011
Revenues	$ 144,930	$ 70,834
Expenses	75,876	48,966
Change in Net position	69,054	21,868
Beginning Net position	109,456	87,588
Ending Net position	$ 178,510	$ 109,456

BUDGETARY HIGHLIGHTS

The Governmental Fund – The actual revenues were less than the budget by $252,876 mainly due to intergovernmental revenue. The actual expenses were more than the budget by $2,814 mainly due to capital outlay.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital assets

The District's investment in capital assets, net of accumulated depreciation as of December 31, 2012, was $2,840. See Note B for additional information about changes in capital assets during the fiscal year and outstanding at the end of the year. The following table provides a summary of capital asset activity.

	2012	2011
Non-depreciable assets:		
Land – 159 acres	$ -	$ -
Depreciable assets:		
Transportation equipment	3,550	-
Total depreciable assets	3,550	-
Less accumulated depreciation	710	
Book value-all depreciable assets	$ 2,840	$ -
Percent depreciated	20%	0%
Book value-all assets	$ 2,840	$ -

Long-term debt

At the end of the fiscal year, the District had no debt.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District's finances, comply with finance-related laws and regulations, and demonstrate the District's commitment to public accountability. If you have any questions about this report or would like to request additional information, contact the administrator, Tunie Dunaway, P.O. Box 1271, Cameron, LA 70631.

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.

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

February 26, 2013

Board of Commissioners
West Cameron Port Harbor and Terminal District
Cameron, Louisiana

We have compiled the accompanying financial statements of the West Cameron Port, Harbor and Terminal District of Cameron Parish, a component unit of the Cameron Parish Policy Jury, as of December 31, 2012 and for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management of West Cameron Port, Harbor and Terminal District of Cameron Parish is responsible for the preparation and fair presentation of the financial statements In accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist the management of the West Cameron Port, Harbor and Terminal District of Cameron Parish, in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

The management's discussion and analysis and budgetary comparison schedule, on pages 3 through 7 and 28 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Governmental Accounting Standards Board considers it to be an essential part of financial reporting and for placing the basic financial statements in an appropriate operational, economic, or historical context. We have compiled the supplementary information from information that is the representation of management. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion or provide any assurance on such supplementary information.

Gragson, Casiday & Guillory

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LAKE CHARLES, LOUISIANA 70602-1847
TEL. (337) 439-1986 FAX (337) 439-1366

BASIC FINANCIAL STATEMENTS

GOVERNMENT-WIDE
FINANCIAL STATEMENTS

WEST CAMERON PORT, HARBOR AND TERMINAL DISTRICT OF CAMERON PARISH
Cameron, Louisiana

Statement of Net Position

December 31, 2012

ASSETS	
Cash	$ 442,331
Capital assets, net of accumulated depreciation	2,840
Total assets	$ 445,171
DEFERRED OUTFLOWS OF RESOURCES	$ -
LIABILITIES	
Due to Cameron Parish Police Jury	$ 4,161
DEFERRED INFLOWS OF RESOURCES	$ 262,500
NET POSITION	
Net investment in capital assets	$ 2,840
Unrestricted	175,670
Total net position	$ 178,510

The accompanying notes and accountants' compilation report are an integral part of these financial statements.

WEST CAMERON PORT, HARBOR AND TERMINAL DISTRICT OF CAMERON PARISH
Cameron, Louisiana

Statement of Activities

Year Ended December 31, 2012

Activities	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Net Revenues (Expenses) and Changes in Net Position: Governmental Activities
Governmental Activities:				
General government	$ 75,876	$ -	$ 139,773	$ 63,897
General Revenues:				
Interest income				157
Lease income				5,000
Total General Revenues				5,157
Change in Net Position				69,054
Net Position, beginning				109,456
Net Position, ending				$ 178,510

The accompanying notes and accountants' compilation report are an integral part of these financial statements.

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

FUND FINANCIAL STATEMENTS

WEST CAMERON PORT, HARBOR AND TERMINAL DISTRICT OF CAMERON PARISH
Cameron, Louisiana

Balance Sheet - Governmental Fund

December 31, 2012

	2012	2011
ASSETS		
Cash	$ 442,331	$ 113,617
DEFERRED OUTFLOWS OF RESOURCES	-	-
TOTAL ASSETS AND DEFERRED OUTFLOWS	$ 442,331	$ 113,617
LIABILITIES		
Due to Cameron Parish Police Jury	$ 4,161	$ 4,161
DEFERRED INFLOWS OF RESOURCES	262,500	-
FUND EQUITY		
Fund balance - unassigned	175,670	109,456
TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND EQUITY	$ 442,331	$ 113,617

The accompanying notes and accountants' compilation report are an integral part of these financial statements.

WEST CAMERON PORT, HARBOR AND TERMINAL DISTRICT OF CAMERON PARISH
Cameron, Louisiana

Reconciliation of the Balance Sheet-Governmental Fund to the Statement of Net Position

December 31, 2012

Total fund balance for governmental fund at December 31, 2012		$ 175,670
Total net position reported for governmental activities in the statement of net position is different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. Those assets consist of:		
Land	$ -	
Equipment, net of $710 accumulated depreciation	2,840	2,840
Total net position of governmental activities at December 31, 2012		$ 178,510

The accompanying notes and accountants' compilation report are an integral part of these financial statements.

WEST CAMERON PORT, HARBOR AND TERMINAL DISTRICT OF CAMERON PARISH
Cameron, Louisiana

Statement of Revenues, Expenditures and
Changes in Fund Balance - Governmental Fund

Year Ended December 31, 2012

	2012	2011
REVENUES		
Economic development	$ 47,650	$ 47,650
Lease income	5,000	23,000
Interest	157	184
Intergovernmental revenue	92,123	-
TOTAL REVENUES	144,930	70,834
EXPENDITURES		
General Government		
Contract labor	26,667	-
Dues	14,483	15,851
Fuel	1,786	-
Filing fees	195	-
Insurance	608	-
Professional fees	25,812	13,220
Rent	-	18,000
Repairs and maintenance	879	-
Supplies	1,132	35
Telephone	2,304	860
Travel	1,300	1,000
Capital Outlay	3,550	-
TOTAL EXPENDITURES	78,716	48,966
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	66,214	21,868
FUND BALANCE - BEGINNING	109,456	87,588
FUND BALANCE - ENDING	$ 175,670	$ 109,456

The accompanying notes and accountants' compilation report are an integral part of these financial statements.

WEST CAMERON PORT, HARBOR AND TERMINAL DISTRICT OF CAMERON PARISH
Cameron, Louisiana

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance-Governmental Fund to the Statement of Activities

Year Ended December 31, 2012

Total net changes in fund balance at December 31, 2012 per Statement of Revenues, Expenditures and Changes in Fund Balance		$ 66,214
The change in net position reported for governmental activities in the statement of activities different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Capital outlay which is considered expenditures on the Statement of Revenues, Expenditures and Changes in Fund Balance	$ 3,550	
Depreciation expense for the year ended December 31, 2012	(710)	2,840
Total changes in net position at December 31, 2012 per Statement of Activities		$ 69,054

The accompanying notes and accountants' compilation report are an integral part of these financial statements.

WEST CAMERON PORT, HARBOR AND TERMINAL DISTRICT OF CAMERON PARISH
Cameron, Louisiana

Notes to Basic Financial Statements
December 31, 2012

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

West Cameron Port, Harbor and Terminal District was created under Louisiana Revised Statue 34:2501. The District has all the rights, privileges and immunities granted to corporations in Louisiana. The District is governed by a five-member board of commissioners who are appointed by the Cameron Parish Police Jury and who serve without compensation. The board of commissioners has the power to regulate the commerce and traffic of the District in such a manner as will be in the best interest of the state.

1. Reporting Entity

GASB Statement No. 14 established criteria for determining the governmental reporting entity and component units that should be included within the reporting entity. For financial reporting purposes, in conformance with GASB Statement No. 14, the West Cameron Port, Harbor and Terminal District of Cameron Parish, Louisiana includes all funds, account groups, et cetera, that are within the oversight responsibility of the West Cameron Port, Harbor and Terminal District of Cameron Parish, Louisiana.

As the governing authority, for reporting purposes, the Cameron Parish Police Jury is the financial reporting entity. The financial reporting entity consists of (a) the primary government, (b) organizations for which the primary government is financially accountable, and (c) other organizations for which nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

Governmental Accounting Standards Board Statement No. 14 established criteria for determining which component units should be considered part of the Cameron Parish Police Jury for financial reporting purposes. The basic criterion for including a potential component unit within the reporting entity is financial accountability.

Continued

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

The GASB has set forth criteria to be considered in determining financial accountability. This criteria includes:

1. Appointing a voting majority of an organization's governing body and
   a. The ability of the Cameron Parish Police Jury to impose its will on that organization and/or
   b. The potential for the organization to provide specific financial benefits to or impose specific financial burdens on the Cameron Parish Police Jury.
2. Organizations for which the Cameron Parish Police Jury does not appoint a voting majority but are fiscally dependent on the Cameron Parish Police Jury.
3. Organizations for which the reporting entity financial statements could be misleading if data of the organization is not included because of the nature of significance of the relationship.

Based upon the application of these criteria, West Cameron Port, Harbor and Terminal District of Cameron Parish, Louisiana is a component unit of the Cameron Parish Police Jury's reporting entity.

2. Basis of Presentation

The accompanying basic financial statements of the District have been prepared in conformity with governmental accounting principles generally accepted in the United States of America. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The accompanying basic financial statements have been prepared in conformity with GASB Statement 34, "Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments", issued in June 1999.

GASB 63 – Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position is adopted for the year ended December 31, 2012 GASB 63 provides financial reporting guidance for deferred outflows of resources and deferred inflows of resources. Concepts Statement No. 4, Elements of Financial Statements, introduced and defined those elements as a consumption of net assets by the government that is applicable to a future reporting period and an acquisition of net assets by the government that is applicable to a future reporting period, respectively. Previous financial reporting

Continued

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

standards do not include guidance for reporting those financial elements, which are distinct from assets and liabilities. Concepts Statement No. 4 also identifies net position as the residual of all other elements presented in a statement of financial position. This Statement amends the net asset reporting requirements in Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments, and other pronouncements by incorporating deferred outflows of resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position, rather than net assets.

Government-Wide Financial Statements

The Statement of Net position and the Statement of Activities display information about the District as a whole. They include all funds of the reporting entity. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange revenues.

The Statement of Activities presents a comparison between direct expenses and program revenues for each of the functions of the District's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function.

Program revenues include (a) fees and charges paid by the recipients of services offered by the District; and (b) grants and contributions that are restricted to meeting the operational or capital requirement of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements

The District uses funds to maintain its financial records during the year. Fund accounting is designed to demonstrate legal compliance and to aid management by segregating transactions related to certain District functions and activities. A fund is defined as a separate fiscal and accounting entity with a self-balancing set of accounts.

The District has one fund, the General Fund, which is therefore considered its major fund.

Continued

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

3. Measurement Focus/Basis of Accounting

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied.

Measurement Focus

On the government-wide statement of net position and the statement of activities, the activities are presented using the economic resources measurement focus. In the fund financial statements, the "current financial resources" measurement focus. Only current financial assets and liabilities are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

Basis of Accounting

In the government-wide statement of net position and statement of activities, the activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures (including capital outlay) generally are recorded when a liability is incurred, as under accrual accounting.

Continued

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

4. Cash

Cash includes amounts in demand deposits and time deposits with original maturities of 90 days or less. Under state law, the District may deposit funds in demand deposits, interest-bearing demand deposits, money market accounts, or time deposits with state banks organized under Louisiana law and national banks having their principal offices in Louisiana.

These deposits are stated at cost, which approximates market. Under state law, these deposits (or the resulting bank balances) must be secured by federal deposit insurance or the pledge of securities owned by the fiscal agent bank. The market value of the pledged securities plus the federal deposit insurance must at all times equal the amount on deposit with the fiscal agent. At December 31, 2012, the District had $445,373 in deposits (collected bank balances), all of which is secured from risk by federal deposit insurance.

5. Budget

A budget is adopted on a basis consistent with accounting principles generally accepted in the United States of America for the general fund. All annual appropriations lapse at fiscal year end.

On or before the last meeting of each year, the budget is prepared by fund, function and activity, and includes information on the past year, current year estimates and requested appropriations for the next fiscal year.

The proposed budget is presented to the government's Board of Commissioners for review. The Board holds a public hearing and may add to, subtract from or change appropriations, but may not change the form of the budget. Any changes in the budget must be within the revenues and reserves estimated.

6. Capital Assets

Capital assets, which include property, plant and equipment, are reported in the government-wide financial statements. Capital assets are capitalized at historical cost or estimated cost if historical is not available. Donated assets are recorded as capital assets at their estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Continued

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

In the fund financial statements, capital assets used in governmental fund operations are accounted for as capital outlay expenditures of the governmental fund upon acquisition.

The only fixed asset of the District, approximately 159 acres, is valued at zero cost. No depreciation has been provided on this general fixed asset.

Depreciation of each class of depreciable property is computed using the straight-line method. Estimated useful lives are as follows:

Transportation equipment	5 years

7. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

8. Equity Classification

In the government-wide statements, equity is classified as net position and displayed in three components:

a. Net investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

b. Restricted net position – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

c. Unrestricted net position – All other net position that does not meet the definition of "restricted" or "net investment in capital assets".

Continued

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

In the fund statements, governmental fund equity is classified as fund balance. Fund balance is further classified as assigned and unassigned.

a. Assigned fund balance – Includes fund balance amounts that are intended to be used for specific purposes based on internal (Board) actions.

b. Unassigned fund balance – Includes positive fund balance within the general fund which has not been classified within the above mentioned categories.

9. Subsequent Events

Management has evaluated subsequent events through February 26, 2013, the date the financial statements were available to be issued.

10. Comparative Data

Comparative totals for the prior year have been presented in the accompanying financial statements in order to provide an understanding of changes in the District's financial position and operations.

NOTE B – CAPITAL ASSETS

A summary of changes in capital assets for the year ended December 31, 2012 follows:

	Beginning Of Year	Additions	Deletions	End of Year
Governmental activities:				
Land	$ -	$ -	$ -	$ -
Transportation equipment	-	3,550	-	3,550
	-	3,550	-	3,550
Less accumulated depreciation	-	710	-	710
TOTALS	$ -	$ 2,840	$ -	$ 2,840

Depreciation expense was $710 for the year ended December 31, 2012.

The land is approximately 159 acres which was acquired by the District from the U.S. Department of Interior on December 2, 1993 through a quitclaim deed.

NOTE C – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District maintains commercial insurance coverage covering each of those risks of loss. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years.

NOTE D – COOPERATIVE ENDEAVOR AGREEMENT

On June 30, 2011, the District signed an agreement with the Cameron Parish Police Jury (Police Jury) pursuant to a resolution by the Police Jury adopted on December 3, 2007 and a resolution of the District adopted on November 5, 2007 and subsequent resolutions. The Police Jury on behalf of the District submitted an application for funding Cameron Square Waterfront development dated April 6, 2009, with respect to a Community Development Block Grant in the amount of $3,115,000 through the State of Louisiana, Office of Community Development, Disaster Recovery Unit Fisheries Infrastructure Program. The grant was approved July 1, 2009. The public purpose includes economic development and industrial inducement and the implementation of the project for which the grant was awarded. As of December 31, 2012 the project is in its planning phase.

On September 1, 2012, the District signed an agreement with the Cameron Parish Police Jury (Police Jury) which commenced on the date of the agreement and will end on December 31, 2015. During this term, the Police Jury will fund the economic development of the port system and waterways of Cameron Parish through an annual appropriation to the District. The Police Jury paid the District $350,000 on September 1, 2012 for the sixteen months to end on December 31, 2013. The District will use the funds received from the Police Jury for economic development, improvements, infrastructures, operations related to, and in conjunction with, its authority as provided in R.S. 34:2551 et. seq.

On September 1, 2012, the District signed an agreement with Stephen Broussard (Broussard) which commenced on the date of the agreement and will end on December 31, 2013. During this term, Broussard will be appointed the acting Director for the District and work exclusively for the District as an independent contractor providing leadership, strategic and tactical direction for staff and resources of the District toward the accomplishment of the District's mission. Broussard will be paid $80,000 annually in monthly installments of $6,667 with the first installment paid on September 1, 2012.

NOTE E – LEASE AGREEMENTS

The District has entered into a ground lease with Henry, Henry & Martin, LLC, and The James Henry Company (the Lessors) for the lease of the land on which the CDBG project is to be constructed. The initial term of this lease shall be for a period beginning on June 30, 2011 and ending on September 30, 2043, unless sooner terminated. The District is given the option to renew the lease for two additional periods of five years each. The lease payments shall be $18,000 per year through October 1, 2013. Every five years for the term of the lease beginning October 1, 2013, the lease payments shall be adjusted in accordance with changes in the price index. The Lessors shall also receive twenty-five percent of any income earned in excess of $25,000 by the District from the subleases of the property.

The District has entered into a sublease agreement with Cameron Fisheries, LLC for the above leased "Henry" property. The terms of the sublease are consistent with the terms of the ground lease. The lease payments made by Cameron Fisheries, LLC to the District for subletting the land are also consistent with the lease payments made by the District for the lease of the land.

SUPPLEMENTAL INFORMATION

WEST CAMERON PORT, HARBOR AND TERMINAL DISTRICT OF CAMERON PARISH
Cameron, Louisiana

Budgetary Comparison Schedule - General Fund

Year Ended December 31, 2012

	BUDGET			VARIANCE FAVORABLE
	Original	Final	ACTUAL	(UNFAVORABLE)
REVENUES				
Economic development	$ 47,650	$ 47,650	$ 47,650	$ -
Lease income	34,964	-	5,000	5,000
Interest	156	156	157	1
Intergovernmental revenue	-	350,000	92,123	(257,877)
TOTAL REVENUES	82,770	397,806	144,930	(252,876)
EXPENDITURES				
General Government				
Contract labor	-	26,669	26,667	2
Dues	15,000	15,000	14,483	517
Filing fees	-	550	1,786	(1,236)
Fuel	-	800	195	605
Insurance	-	608	608	-
Professional fees	25,000	25,025	25,812	(787)
Rent	34,964	-	-	-
Repairs and maintenance	-	950	879	71
Supplies	100	100	1,132	(1,032)
Telephone	1,000	2,000	2,304	(304)
Travel	4,200	4,200	1,300	2,900
Capital Outlay	-	-	3,550	(3,550)
TOTAL EXPENDITURES	80,264	75,902	78,716	(2,814)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	2,506	321,904	66,214	(255,690)
FUND BALANCE - BEGINNING	109,456	109,456	109,456	-
FUND BALANCE - ENDING	$ 111,962	$ 431,360	$ 175,670	$ (255,690)

See accountants' compilation report.

"EXHIBIT B"

COOPERATIVE ENDEAVOR AGREEMENT

PARISH OF CAMERON

STATE OF LOUISIANA

This Cooperative Endeavor Agreement, dated February 12, 2013, is entered into by and between the following parties:

CameronAnswers, Inc., a Louisiana not-for-profit corporation, herein represented by its duly authorized representative, Hunter Lundy;

Cameron Parish Police Jury, hereinafter referred to as the "Police Jury", herein represented by its duly authorized President, Darryl Farque; and

West Cameron Port, Harbor and Terminal District, hereinafter referred to as the "Port", herein represented by its duly authorized representative, Clifton Cabell.

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 cooperative endeavors with each other . . . ;" and

WHEREAS, the public purpose herein addressed by this Agreement is described as economic development, tourism, public recreation and advanced planning; and

WHEREAS, the Police Jury and the Port recognize the cultural, historical and economic impact of tourism and public recreation to Cameron Parish and desire to provide funding to assist CameronAnswers in the development of same , particularly in the area at the mouth of the Calcasieu River Ship Channel in Cameron, Louisiana;

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

Scope of Services

The Police Jury and Port shall fund, in the proportion of one-half (½) each, three (3) surveys, to-wit: a Consumer Research Study, an Economic Impact Study, and a Public Marina Consumer Feasibility Study, all as more fully described in Appendix A, attached hereto and made a part hereof. The amount of said funding is limited to the budgeted amount for each survey, as set forth in Appendix A.

Said funds will be tendered to Cameron Answers, which will make payment to the provider(s) of the respective surveys, within thirty (30) days of invoice by said provider(s).

CameronAnswers will provide the Police Jury and the Port with monthly updates as to the progress of said surveys.

Payment Terms

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

Termination Clause

The parties 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 parties 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 or parties in default and the Agreement shall terminate on the date specified in such notice.

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 related to this Agreement.

Record Retention

The parties agree to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for al 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 all parties and shall terminate after all payments are made.

Fiscal Funding

The Police Jury and the Port, in good faith, agree and accept that they have by adoption and execution of this Agreement, obligated their respective entities to pay the funds and amounts described herein above as long as public funds are available in their respective budgets.

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 1968, as amended, and the Americans with Disabilities Act of 1990.

The parties agree not to discriminate in their employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, nation origin, veteran status, political affiliation, or 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, President

WEST CAMERON PORT, HARBOR AND TERMINAL DISTRICT

BY: Clifton Cabell

CAMERON ANSWERS, INC.

BY: Hunter Lundy

"EXHIBIT C"

2013
AGREEMENT FOR LEGISLATIVE, GOVERNMENTAL, CONSULTING AND PUBLIC RELATIONS PROFESSIONAL SERVICES BETWEEN WEST CAMERON PORT COMMISSION AND HAYNIE & ASSOCIATES, INC.

I. PARTIES

This Agreement for the providing of legislative, governmental, consulting and public relations professional services (hereafter collectively called "services") is now entered into by and between the following entities:

1. West Cameron Port Commission, hereafter sometimes called "CLIENT", and

2. Haynie & Associates, Inc., hereafter sometimes called "HAYNIE".

II. SERVICES TO BE PROVIDED

A. General Provisions

According to the terms of this Agreement, HAYNIE will use its best efforts and resources to provide the specified services to CLIENT during the term of this Agreement and any agreed-upon extensions or renewals thereof. In particular, HAYNIE agrees to:

1. Assist in the development and implementation of an overall government relations plan for CLIENT.

2. Coordinate with other persons responsible for any public relations effort by CLIENT in an attempt to assure relevant and effective distribution of information and materials.

3. Assist in the development of key alliances and coalitions in support of the governmental relations goals for CLIENT.

4. Communicate CLIENT'S position on current or proposed legislation to legislators, legislative committees and bodies, the public, and such other involved or competing interests as HAYNIE deems necessary or prudent, or as directed by CLIENT.

5. Provide analyses of specific proposed legislation of interest to CLIENT.

6. Provide governmental and related consulting to include the monitoring and

lobbying of specific issues and interests. HAYNIE will also monitor all other forms of legislation of interest to CLIENT as described subsequently in this section for any regular and special sessions of the Louisiana Legislature.

7. Submit listings and copies of legislation introduced during the regular legislative session and any special legislative sessions held concerning CLIENT.

8. Monitor and provide regular efforts and updates on the movement of legislation that affects CLIENT and on legislative and regular and special committee hearings involving such legislation.

9. Develop, implement, further, promote and protect CLIENT'S position on legislation involving or of interest to CLIENT.

III. NONDISCLOSURE

HAYNIE will not, without prior permission of CLIENT, reveal to any person, firm or other entity any information concerning matters affecting the business of CLIENT that were revealed to or acquired by HAYNIE in confidence.

IV. INDEPENDENT CONTRACTOR STATUS OF HAYNIE

The CLIENT and HAYNIE expressly agree that the status of HAYNIE in the performance of services under this Agreement will be that of an independent contractor, rather than an employee, servant or agent of CLIENT. As such, HAYNIE will have the authority and responsibility to select the means, manner and method of performing the services described herein, consistent with other provisions of this Agreement. In discharging its authority and responsibility hereunder in performing the services hereunder, HAYNIE confirms and acknowledges that CLIENT requires that HAYNIE comply with (1) all applicable local, state and federal laws, rules, ordinances, and regulations; and (2) all policies of CLIENT of which HAYNIE has been advised.

V. CONFLICTS AMONG CLIENTS

HAYNIE reserves the right to contract with other persons or entities to perform legislative, governmental, consulting and public relations services that, in the opinion of HAYNIE, are not in conflict with CLIENT. If a conflict arises, or is anticipated, HAYNIE will immediately contact CLIENT, reveal the possible conflict, give a full explanation (and the possible ramifications) of the possible conflict. Both parties agree to respond within five (5) days if, in the opinion of CLIENT, there is a conflict. Both parties agree to engage, in good faith, in immediate discussions directed toward an amicable solution.

VI. AVAILABILITY

CLIENT recognizes that the services required of HAYNIE by this Agreement may be performed by Randy K. Haynie and Ryan K. Haynie personally, and, with the consent of CLIENT, other employees of HAYNIE. However, CLIENT'S contact with HAYNIE will include contact with Randy K. Haynie and Ryan K. Haynie, who will be available on a day-to-day, as-needed basis.

This Agreement does not require that HAYNIE commit a minimum number of hours on behalf of CLIENT. However, HAYNIE will provide such time as may be reasonably required to provide CLIENT with the services specified herein adequately and effectively.

VII. INDEMNIFICATION

CLIENT agrees to provide HAYNIE and any HAYNIE employees, specifically including Randy K. Haynie and Ryan K. Haynie individually, mutually agreed upon legal counsel or the mutually agreed upon cost of legal counsel if HAYNIE, or any employee thereof including Randy K. Haynie and or Ryan K. Haynie is brought, subpoenaed or asked to appear before a local, state or federal investigating body for questioning or testimony relating to the activities of HAYNIE on behalf of CLIENT, or services provided to CLIENT in accordance with this Agreement. CLIENT, however, shall not have any indemnification obligation to HAYNIE in the event of HAYNIE'S gross negligence or willful misconduct.

VIII. TERM OF CONTRACT / COMPENSATION

This Agreement shall be for 12 consecutive months beginning April 15th, 2013 and ending April 14th 2014.

CLIENT agrees to pay HAYNIE a retainer fee of $2,500 per month beginning April 15th 2013 through April 14th 2014 for the services rendered under this agreement.

Renewal: This Agreement can be renewed for successive terms of one (1) year, (12 consecutive months) commencing on anniversary date. The terms and conditions of this agreement can be amended to the satisfaction of both parties at the time of renewal. The renewal/amendment process can be conducted through mail or e-mail.

The parties agree that the retainer paid by CLIENT to HAYNIE is for the purpose of compensating HAYNIE for the services described herein. The parties acknowledge that none of the funds paid by CLIENT to HAYNIE are for the purpose of making, directly or indirectly, any contribution to any political candidate, campaign, or related concern. Moreover, the parties recognize that HAYNIE is not authorized to make any contributions from retainer fee to any political candidate, campaign, or concern on behalf of CLIENT.

IX. REIMBURSEMENT OF EXPENSES

CLIENT will not reimburse HAYNIE for all customary business expenses and overhead costs including, but not limited to office facility, vehicle use, conference calls, postage/delivery, document production, and Legislative activity and bill tracking.

CLIENT will reimburse HAYNIE, subject to prior approval by CLIENT, any additional hard costs associated with this project.

Additionally, CLIENT will reimburse HAYNIE for the cost of any executive branch, legislative, local government, or Coalition meetings/dinners, subject to the prior approval of the CLIENT.

X. TERMINATION OF AGREEMENT

CLIENT may terminate this Agreement before the expiration of its stated term if any of the following events occurs:

(a) Agreement may be terminated with a 30-day written notice if HAYNIE fails to perform the consulting services set forth in Article II to the satisfaction of CLIENT, or HAYNIE breaches any provision or covenant of this Agreement;

(b) Agreement may be terminated immediately if HAYNIE (or any of the agents, officers, directors, employees, or representatives of HAYNIE, if any) commits any act or omission constituting a fraud, gross negligence, or willful misfeasance in connection with the rendition and performance of the consulting services as required by this Agreement;

XI. JURISDICTION

We will construe and interpret this Agreement as to Louisiana law, and both parties expressly consent to the exclusive jurisdiction of any Louisiana state court and federal court to resolve disputes hereunder.

XII. EXECUTION AND SIGNATURE OF AGREEMENT

This Agreement is signed and executed by the following persons and parties on the dates shown below, with all signatures and persons signing expressly, personally, and individually representing that they have express authority, by appropriate corporate resolution or otherwise, to sign this Agreement on behalf of the party.

WEST CAMERON PORT COMMISSION

BY: _____
President

3/26/13
DATE

HAYNIE & ASSOCIATES, INC.

BY: _____ ORIGINAL
Randy K. Haynie
President

3/26/2013
DATE

BY: _____
Ryan K. Haynie
Vice President

_____
DATE 3/26/2013

XIII. ACCOUNTING INFORMATION

Please complete the below information for Haynie & Associates' accounting records:

1. Mailing Address for Invoices:

   _____

   _____

   _____

2. Name of the Individual to whose attention invoices will be sent to:

   _____

Memorandum of Understanding

This Memorandum of Understanding between West Cameron Port (Client) and The Graham Group, Inc. is effective March 1, 2013 and represents a commitment to collaborate to develop an advertising, promotional and/or marketing project proposal to be submitted for grant award consideration by the Gulf Tourism and Seafood Promotional Fund due March 29, 2013.

Roles and Responsibilities

Graham Group will write a grant proposal inclusive of all elements of a description of the content of the project/projects as well as a project narrative, project budget and information/documentation of Client financial stability. As per application requirements, Client will provide information and documentation outlining their financial stability such as past grant awards received, financial statements, annual reports and/or other relevant materials. The proposal will be creatively designed by Graham Group to be both attractive and substantive to include creative layouts, photography and other visuals, media plans, timelines, flowcharts, website/interactive plans, social media strategies, search engine marketing plans and research as deemed necessary for inclusion in the proposal.

Graham Group will timely collaborate with Client for access to documentation to detail specifics of projects that are pertinent to this grant proposal. Graham Group will draft a description of the organization's history and mission as well as select visuals and content as needed for the proposal. Graham Group has access to a wealth of stock-photography, media research and rates, online database information etc. however if any out-of-pocket expenditures for third party photography or resources need to be obtained these costs will be at the expense of Client with prior approval. Cost of final printing, binding and mailing of document will be at the expense of Graham Group. Before final proposal is printed for submission, Graham Group will deliver for review, edits, approval and signature.

Graham Group will complete this proposal at no upfront cost to Client. However should the Client be successful in obtaining funding from this grant proposal, Client agrees to engage Graham Group to implement **all** projects being funded by this grant inclusive of production of creative, printing as well as placement of media. Compensation of these services will be as outlined in the grant proposal to the Gulf Tourism and Seafood Promotional Fund.

We, the undersigned have read and agree with this MOU and approve Graham Group proceeding with the proposed grant proposal for Client to Gulf Tourism and Seafood Promotion Fund.

BY Clifton Cabell

Print Name Clifton Cabell
West Cameron Port

DATE 3/26/13

BY _____

Wynne Waltman
The Graham Group, Inc.

DATE: _____

"EXHIBIT D"

AMENDED COOPERATIVE ENDEAVOR AGREEMENT

PARISH OF CAMERON

STATE OF LOUISIANA

This Amendment to the Cooperative Endeavor, dated as of March 1, 2013, 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, the parties executed an original Cooperative Endeavor Agreement dated as of September 1, 2012, for the funding of the Port by the Police Jury;

WHEREAS, the paragraph entitled "Auditors Clause" required annual audit reports;

WHEREAS, the parties wish to amend the paragraph entitled "Auditors Clause" and amend it as follows;

NOW THEREFORE, in consideration of the mutual covenants recited in the original Cooperative Endeavor Agreement, the parties hereto agree to amend the paragraph entitled "Auditors Clause" and do hereby replace it with the following:

"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 comply with the State of Louisiana Audit Law (R.S. 24:513 and 514) and provide a copy of the required annual report to the Police Jury. Furthermore, the Police Jury may inspect and/or audit the accounts and records of the Port, at anytime during the term 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