

**Cameron Parish Library Board of Control
Regular Meeting
March 23, 2023
Grand Lake Library
5:30 P.M.
AGENDA**

1. Call to order
2. Voluntary prayer
3. Pledge of allegiance
4. Public comment
5. Minutes
6. Financial Statement - *send Kayla email in regard to HB not working. - walk through checklist.*
7. Director - Secretary of ^{the} board - *add email from him to board members*
8. Kim = Port Board
9. Hiring PT Maintenance Employee - *Butch - motion Ernest - second - advertise*
10. Liquidated Damages - Grand Chenier - *pass*
11. Library Updates: Grand Chenier, Cameron, and Johnson Bayou
12. Adjourn

Wait put price in ad at least a 15.00

add this to agenda

Amendment add - listen to recorder #2
LOW - looking at a few pieces of land.

___ Butch ___ Kathleen ___ Beth ___ Ernest ___ Peter ___ Wendy ___ Jessica

In accordance with R.S. 44:33.1, this is to notify the public that Jolie Terro, Secretary is the Custodian of Public Records for the Cameron Parish Library. Any document request or public information request should be made in writing or by e-mail to director@cameron.lib.la.us

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Jolie Terro at (337) 598-5950, describing the assistance that is necessary.

This institution is an equal opportunity provider. To file a complaint of discrimination, write: USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider, employer, and lender.

AMENDMENT NO. 2
to
COOPERATIVE ENDEAVOR AGREEMENT
and
PAYMENT IN LIEU OF TAX AGREEMENT

STATE OF LOUISIANA

PARISH OF CAMERON

This Amendment No. 2 to the Cooperative Endeavor Agreement & Payment in Lieu of Tax Agreement (this "Amendment") is made, entered into and effective as of the 31st day of December, 2022, by, between and among:

1. Cameron Parish, Louisiana, represented herein by Joe Dupont, president of the Cameron Parish Police Jury;
2. Sheriff, Ex-Officio Tax Collector Within And For The Parish of Cameron, Louisiana, represented herein by Ron Johnson, Sheriff and Ex-Officio Executive Officer of the Cameron Parish Law Enforcement District (the "Sheriff");
3. Assessor for the Parish of Cameron, represented herein by Scott Lavergne, the duly elected and qualified Assessor for the Parish of Cameron;
4. Cameron Parish School Board, represented herein by Sharon Picou, President of the Cameron Parish School Board;
5. Johnson Bayou Recreation District, represented herein by Heath Jinks;
6. Cameron Parish Ambulance Service District No. 2, represented herein by Kattie Toups;
7. Cameron Parish Fire Protection District No. 10, represented herein by Glenn Trahan;
8. Cameron Parish Mosquito Abatement District No. 1, represented herein by Thomas Cox;
9. Cameron Parish Waterworks District No. 10, represented herein by Nathan Griffith;
10. Gravity Drainage District No. 7, represented herein by Robert Trahan;
11. Cameron Parish Library, represented herein by Kathleen Simon; and
12. Sabine Pass LNG, L.P., a Delaware Limited Partnership authorized to and doing business in the State of Louisiana, represented herein by Sean Markowitz, Corporate Secretary of Sabine Pass LNG-GP, LLC, its general partner, duly authorized ("Sabine Pass").

Each of the foregoing entities that are a party to this Amendment are hereinafter designated collectively as the "Parties" or individually as a "Party." The public tax recipient bodies identified under

items one (1) through eleven (11) above shall hereinafter be referred to collectively as the "Taxing Authorities" or each as a "Taxing Authority."

WHEREAS, on October 9, 2007, Sabine Pass and each Taxing Authority, except for Cameron Parish Waterworks District No. 10, entered into a substantially identical Cooperative Endeavor Agreement & Payment in Lieu of Tax Agreement (each a "2007 CEA/PILOT" or collectively, the "2007 CEA/PILOTS"). On February 23, 2007, Sabine Pass and Cameron Parish Waterworks District No. 10 entered to a substantially identical 2007 CEA/PILOT;

WHEREAS, on September 8, 2009, the Parties entered into a substantially identical amendment to each 2007 CEA/PILOT (each an "Amendment No. 1"). For purposes of this Amendment, all terms and conditions of each Amendment No. 1 are incorporated by reference into the defined terms "2007 CEA/PILOT" or "2007 CEA/PILOTS" for each corresponding agreement. A copy of each 2007 CEA/PILOT, together with each Amendment No. 1, is attached hereto as Exhibits A through K;

WHEREAS, in each 2007 CEA/PILOT, Sabine Pass agreed to make advance payments of *ad valorem* taxes with respect to the Sabine Pass LNG Terminal Facilities in Cameron Parish (the "LNG Terminal") in accordance with a "Schedule A" that outlined the maximum tax amount to be billed by the Sheriff to Sabine Pass, as assessed by the individual Taxing Authorities, for the *ad valorem* Tax Years 2007 through 2016;

WHEREAS, in each 2007 CEA/PILOT, each Taxing Authority agreed, in exchange for Sabine Pass' payment in advance for certain *ad valorem* taxes, to grant to Sabine Pass a dollar for dollar period credit against its future *ad valorem* tax liabilities during the ten-year period starting with the eleventh year following the year of commencement of the LNG Terminal's operations ("Repayment Period") or later tax reporting periods, for the total amount of *ad valorem* taxes advanced to each Taxing Authority by Sabine Pass;

WHEREAS, Sabine Pass remitted the advance *ad valorem* taxes as billed by the Sheriff for each Taxing Authority as provided for in the Schedule A attached to each individual 2007 CEA/PILOT for the *ad valorem* tax years 2007 through 2016;

WHEREAS, on October 10, 2018, the Parties entered into a Memorandum of Understanding pursuant to which Sabine Pass waived three years of the Repayment Period under the 2007 CEA/PILOTS. A copy of the Memorandum of Understanding is attached hereto as Exhibit L;

WHEREAS, the Repayment Period as defined in the 2007 CEA/PILOT and as modified by the Memorandum of Understanding will commence in *ad valorem* tax year 2022;

WHEREAS, as noted in the first recital of the 2007 CEA/PILOTS, the Parties entered into the 2007 CEA/PILOTS because of the catastrophic damage each Taxing Authority suffered as a result of Hurricane Rita; and

WHEREAS, since the signing of the 2007 CEA/PILOTS, each Taxing Authority in Cameron Parish has sustained additional catastrophic damage to its existing infrastructure, facilities and equipment as a result of Hurricanes Laura and Delta in 2020.

NOW, THEREFORE, in consideration of the foregoing premises, of the mutual covenants and agreements herein contained, and those contained in the 2007 CEA/PILOTS and the Memorandum of Understanding, it is hereby agreed as follows:

Amendment No. 2 to the Cooperative Endeavor Agreement & Payment in Lieu of Tax Agreement


Understanding the on-going needs of each Taxing Authority with respect to its operational needs, as well as the potential restoration of infrastructure and other equipment, the Parties hereby agree to amend each 2007 CEA/PILOT to extend the commencement of the Repayment Period from *ad valorem* tax year 2022 to *ad valorem* tax year 2027.

Each Taxing Authority hereby agrees and acknowledges that Sabine Pass' postponement of the start of the Repayment Period shall not reduce the total amount of *ad valorem* tax credits to which Sabine Pass is entitled under each 2007 CEA/PILOT, as amended by the Memorandum of Understanding, regardless of when the Repayment Period, as amended herein, commences.

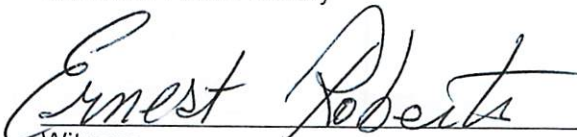
The Parties agree that all of the other terms of each 2007 CEA/PILOT remain effective, enforceable and incorporated herein by reference. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. A facsimile or similar transmission of a counterpart signed by a Party hereto, or a copy of a counterpart signed by a Party hereto, will be regarded as an original signed by such Party for the purposes hereof.

[SIGNATURES ON FOLLOWING PAGES]

THUS DONE AND SIGNED, in multiple originals, on the ____ day of _____, 2023, by Kathleen Simon, as the authorized representative for the Cameron Parish Library of the Parish of Cameron, Louisiana, and in the presence of the undersigned witnesses who have hereunto affixed their signatures.



Kathleen Simon
Board President
Cameron Parish Library



Ernest Roberts
Witness



Witness



*PO Box 1130
CAMERON, LA 70631
337-775-5421
337-775-5346 (FAX)*

March 23, 2023

Mr. Andrew McGilvray
Executive Secretary
Foreign Trade Zones Board
U.S. Department of Commerce
1401 Constitution Avenue, NW, Room 21103
Washington, DC 20230

Re: Venture Global Calcasieu Pass LLC Foreign Trade Zone 291 Usage-Driven Application

Dear Mr. McGilvray,

The *Cameron Parish Library* is pleased to provide this letter of support for a Usage-Driven site designation within the Foreign Trade Zone 291 for Venture Global Calcasieu Pass, LLC terminal site in Cameron, LA. We expect this project to be of great benefit to Cameron Parish and the State of Louisiana. We understand that imported inventory and inventory held for export in the FTZ Usage-Driven Site will be exempt from ad valorem tax.

Sincerely,

A handwritten signature in blue ink that reads "Kathleen Simon". The signature is fluid and cursive, with the first name being more prominent.

Kathleen Simon
Library Board President