

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
MORGAN CITY HARBOR AND TERMINAL DISTRICT
FOR THE ATCHAFALAYA RIVER AND BAYOUS CHENE, BOEUF AND BLACK,
LOUISIANA NAVIGATION PROJECT AS MODIFIED THROUGH OPERATION AND
MAINTENANCE TO INCLUDE THE CREWBOAT CUT CHANNEL REALIGNMENT

THIS AGREEMENT entered into this 4th day of September 2013, by and between the Department of the Army (hereinafter the "Government") by the U.S. Army Engineer, New Orleans District (hereinafter the "District Engineer") and Morgan City Harbor and Terminal District (hereinafter the "Non-Federal Sponsor"), represented by its President.

WITNESSETH, THAT:

WHEREAS, construction, operation, and maintenance of the Atchafalaya River and Bayous Chene, Boeuf and Black, Louisiana Navigation Project was authorized by the River and Harbor Act approved June 25, 1910 (Public Law 61-264) and Section 101 of the River and Harbor Act of 1968 (Public Law 90-483) (hereinafter the "*Project*", as defined in Article I.A. of this Agreement);

WHEREAS, in a resolution dated December 14, 1970 the Non-Federal Sponsor provided signed Assurances dated December 15, 1970 (hereinafter the "*Non-Federal Sponsor's Assurances Document*") of local cooperation necessary for construction of the *Project*;

WHEREAS, in accordance with the authorization for the *Project* and as described in such Assurances, the Non-Federal Sponsor's local cooperation requirements consisted of providing without cost to the Government all lands, easements and rights-of way, *relocations*, all aids for navigation in the event such aids were not provided by the United States Coast Guard, and all dredged or excavated material placement facilities required for construction, operation and maintenance of the *Project*;

WHEREAS, such Assurances were amended by the Non-Federal Sponsor on November 12, 1973 to include compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

WHEREAS, Section 5 of the Rivers and Harbors Act of 1915, Public Law 63-291, as amended by Section 224 of the Water Resources Development Act of 1992, Public Law 102-580 (33 U.S.C. 562), provides that in the preparation of projects under Public Law 63-291 and subsequent River and Harbor Acts, unless otherwise expressed, after a project becomes operational the channel dimensions specified shall be understood to admit of such increase at the entrances, bends, sidings, and turning places as may be necessary to allow of the free movement of boats;

WHEREAS, subject to the availability of funds, the Government approved, as part of the operation and maintenance of the *Project*, alteration of the Horseshoe Bend Reach of the *Project* to accomplish maintenance more economically through the use of the Crewboat Cut on October 14, 2011;

WHEREAS, such alteration (hereinafter the “*Crewboat Cut Work*” as defined in Article I.B. of this Agreement) is not considered a separable element pursuant to Section 103(f) of the Water Resources Development Act of 1986 and as such the cost-sharing for construction of the *Crewboat Cut Work* shall be consistent with the local cooperation requirements of the *Project* and any subsequent Federal laws, regulations, and policies that are applicable to such work;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into an Agreement for the alteration of the completed channel;

WHEREAS, Section 101 of the Water Resources Development Act of 1986, Public Law 99-662, as amended by Section 201 of the Water Resources Development Act of 1996, Public Law 104-303, specifies the cost-sharing requirements for any *subsequent dredged or excavated material placement facilities*, as addressed in Article II.F. of this Agreement, that may be required for the *Project*;

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree that the terms of the *Non-Federal Sponsor’s Assurances Document*, attached hereto, are incorporated into this Agreement and modified by the following Articles and attached Certifications:

ARTICLE I - DEFINITIONS

A. The term “*Project*” shall mean the existing general navigation features consisting of a channel 20 feet deep with a bottom width of approximately 400 feet from the vicinity of U. S. Highway 90 crossing over Bayou Boeuf to the Gulf of Mexico via the Gulf Intracoastal Waterway, Bayou Chene, the Avoca Island-Cutoff Bayou Drainage channel, the lower Atchafalaya River, and from there through the Atchafalaya Bay to the 20-foot depth contour in the Gulf of Mexico in south-central Louisiana in the vicinity of Morgan City, Louisiana, as generally described in House Document 90-155, the Report of the Chief of Engineers, dated March 6, 1967, and the General Design Memorandum for the *Project* dated February 1972, and approved by the District Engineer on March 10, 1972. Upon completion of the *Crewboat Cut*

Work, the *Project* shall include the *Crewboat Cut Work* and shall not include the Horseshoe Bend reach of the *Project*.

B. The term “*Crewboat Cut Work*” shall mean the work along the Atchafalaya River necessary to change the authorized channel alignment of the *Project* from Horseshoe Bend to Crewboat Cut by the one-time removal of approximately 240,000 cubic yards of shoal material at the upstream entrance to Crewboat Cut and construction of 1.8 miles of stone bank protection along the east bank of the new alignment, as generally described in the report of the New Orleans District entitled “Letter Report for Designation of Crewboat Cut as the Authorized Navigation Channel Instead of Horseshoe Bend for the Atchafalaya River and Bayous Chene, Boeuf, and Black Navigation Project, Louisiana, Miles 134.4 to 137.9”, dated September 15, 2010 and revised October 14, 2011, and the report of the Director of Civil Works dated October 14, 2011. The term does not include any lands, easements, rights-of-way, *relocations*; dredged or excavated material placement facilities; or aids to navigation. In the event of a conflict between the Letter Report or Director’s Report and this Agreement, this Agreement shall control.

C. The term “*highway*” shall mean any public highway, roadway, street, or way, including any bridge thereof.

D. The term “*bridge over navigable waters of the United States*” shall mean a lawful bridge over the navigable waters of the United States, including approaches, fenders, and appurtenances thereto, which is used and operated for the purpose of carrying railroad traffic, or both railroad and *highway* traffic, or if a state, county, municipality, or other political subdivision is the owner or joint owner thereof, which is used and operated for the purpose of carrying *highway* traffic.

E. The term “*relocation*” shall mean providing a functionally equivalent facility to the owner of a *utility* (including any pipelines or cables), cemetery, *highway*, railroad (including any bridge thereof), or public facility, excluding any *bridge over navigable waters of the United States*, when such action is authorized in accordance with applicable legal principles of just compensation or providing a functionally equivalent facility when such action is specifically provided for, and is identified as a *relocation*, in the authorizing legislation for the *Project*, or any report referenced therein, or any modifications made to the *Project* under the Chief of Engineers delegated authority, such as the *Crewboat Cut Work*. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term “*utility*” shall mean that which is defined as a public utility pursuant to generally applicable law of the State of Louisiana.

G. The term “*Federal program funds*” shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

H. The term “*fiscal year*” shall mean one year of the Government beginning on October 1 and ending on September 30.

I. The term “*existing dredged or excavated material placement facilities*” shall mean the improvements on lands, easements, or rights-of-way that were constructed prior to the effective date of this Agreement as a part of the *Project* to enable the placement of dredged or excavated material for the construction, operation and maintenance of the *Project*.

J. The term “*subsequent dredged or excavated material placement facilities*” shall mean any additional improvements or major modifications to the *existing dredged or excavated material placement facilities* that the Government determines after the effective date of this Agreement to be required or necessary on lands, easements, or rights-of-way to enable the placement of dredged or excavated material for the *Crewboat Cut Work* or for continued operation and maintenance of the *Project*. Additional improvements may include, but are not necessarily limited to, construction of additional retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, or de-watering pumps or pipes. Major modifications to an *existing dredged or excavated material placement facility* to increase its capacity may include, but are not limited to, major raising of existing dikes, expansion of an *existing dredged or excavated placement facility*, or a significant investment in dewatering facilities.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter the “Congress”) shall expeditiously carry out the *Crewboat Cut Work* (including alteration, lowering, raising, or replacement and attendant demolition of any *bridge over navigable waters of the United States*), applying those procedures usually applied to Federal projects, in accordance with Federal laws, regulations, and policies.

B. As of the effective date of this Agreement, the Government has determined that no additional lands, easements, or rights-of-way beyond those currently owned or controlled by the Non-Federal Sponsor and no additional *relocations* are anticipated to be required for the *Crewboat Cut Work* or continued operation and maintenance of the *Project* for at least the next 20 years. However, if the Government determines after the date of execution of this Agreement that additional lands, easements, or rights-of-way, including *relocations*, are required for the *Crewboat Cut Work* or for continued operation and maintenance of the *Project*, the Non-Federal Sponsor shall provide them, at no cost to the Government.

C. The Government, subject to the availability of funds and as it deems necessary, shall operate and maintain the *Project* in accordance with Article IV of this Agreement. Except as described in paragraphs B. and G. of this Article, and Articles VIII and XI of this Agreement, the Government shall be responsible for all financial obligations for operation and maintenance of the *Project*. Upon completion of the *Crewboat Cut Work*, the Horseshoe Bend reach of the *Project* shall no longer be operated and maintained by the Government.

D. The Non-Federal Sponsor shall not be entitled to credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

E. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Project* under this Agreement unless the Federal agency providing the funds verifies in writing that such funds are authorized to be used to carry out the *Project*.

F. As of the effective date of this Agreement, pursuant to the Preliminary Assessment for the *Project* dated September 2012 that was conducted as a part of the Dredged Material Management Plan process and approved by the District Engineer on December 13, 2012, the Government has determined based on the anticipated requirements and frequency of dredging for the *Project* that *existing dredged or excavated material placement facilities* are projected to have sufficient capacity to allow for the *Crewboat Cut Work* and for continued operation and maintenance of the *Project* for at least the next 20 years. Notwithstanding any other provision of this Agreement, if the Government determines after the effective date of this Agreement that *subsequent dredged or excavated material placement facilities* are required for the *Crewboat Cut Work* or for continued operation and maintenance of the *Project*, the design and construction of such *subsequent dredged or excavated material placement facilities* shall be cost shared in accordance with Section 101 of Water Resources Development Act of 1986, Public Law 99-662, as amended by Section 201 of the Water Resources Development Act of 1996, Public Law 104-303, and all other applicable requirements of Federal laws, regulations, and policies. Subject to the availability of funds and prior to the design and construction of such *subsequent dredged or excavated material placement facilities* by the Government or acquisition of any lands, easements, and rights-of-way, or performance of any *relocations* for such *subsequent dredged or excavated material placement facilities* by the Non-Federal Sponsor, the Government and Non-Federal Sponsor shall execute an amendment to this Agreement, in accordance with applicable Federal laws, regulations and policies, that specifies the cost-sharing requirements for implementation of such *subsequent dredged or excavated material placement facilities*.

G. The terms of the *Non-Federal Sponsor's Assurances Document*, authorized by resolution dated December 14, 1970 and signed by the Non-Federal Sponsor on December 15, 1970, and as updated on November 12, 1973, are attached to and incorporated into this Agreement. To the extent that the Assurances Document and this Agreement conflict, this Agreement shall control.

ARTICLE III - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties each shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE IV - OPERATION AND MAINTENANCE

A. The Government, subject to the availability of funds and as it determines necessary, shall operate and maintain the *Project*.

B. The Non-Federal Sponsor hereby authorizes the Government to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of operating and maintaining the *Project*. However, nothing contained herein shall convey to the Government any interest in real property owned or controlled by the Non-Federal Sponsor.

C. The Non-Federal Sponsor hereby authorizes the Government to perform all activities on the lands, easements, and rights-of-way provided by the Non-Federal Sponsor that, in the Government's sole discretion, are necessary for the operation and maintenance of the *Project*. Such activities include, but are not necessarily limited to management of placement of dredged or excavated material associated with the *Crewboat Cut Work* or operation and maintenance of the *Project*. In addition, as between the Government and the Non-Federal Sponsor, for so long as a dredged or excavated material placement facility is required for the *Crewboat Cut Work* or for operation and maintenance of the *Project* as determined by the Government, the Government shall have the full authority and exclusive right to operate and maintain or manage such facility including the exclusive right to place, remove, use, or reuse the materials therein for any purpose without charge to the Government.

ARTICLE V - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction or operation and maintenance of the *Project*, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE VI- FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government agree to comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

ARTICLE VII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE VIII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsor shall perform, or ensure performance of, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. Sections 9601-9675), that may exist in, on, or under lands, easements, and rights-of-way that the Government determines to be necessary for the *Crewboat Cut Work* or for operation and maintenance of the *Project*. However, for lands, easements, and rights-of-way that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

1. All actual costs incurred by the Non-Federal Sponsor for such investigations for hazardous substances shall be solely the responsibility of the Non-Federal Sponsor.

2. The Non-Federal Sponsor shall be solely responsible for all costs related to providing any rights-of-entry determined by the Government to be required for such investigations for hazardous substances that are determined by the Government to be attributable to the *Crewboat Cut Work*.

3. All actual costs incurred by the Government for such investigations for hazardous substances that are determined by the Government to be attributable to the operation and maintenance of the *Project* shall be considered financial obligations for operation and maintenance of the *Project* and paid by either the Government or the Non-Federal Sponsor in accordance with Article II.C. of this Agreement.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands,

easements, or rights-of-way that the Government determines to be necessary for the *Crewboat Cut Work* or for operation and maintenance of the *Project*, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine: (1) whether to initiate the *Crewboat Cut Work*, or, if already initiated, whether to continue the *Crewboat Cut Work*; (2) whether to continue operation and maintenance of the *Project*; (3) suspend future performance under this Agreement; (4) terminate the *Crewboat Cut Work* under this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Government determines to be necessary for the *Crewboat Cut Work*; or (5) terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way for operation and maintenance of the *Project*. Should the Government and the Non-Federal Sponsor determine to initiate or continue the *Crewboat Cut Work* or continue operation and maintenance of the *Project* after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. In the event the Non-Federal Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government, in its sole discretion, may either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the *Project*.

D. The Non-Federal Sponsor and the Government shall consult with each other in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. To the maximum extent practicable, the Government and the Non-Federal Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause liability to arise under CERCLA.

ARTICLE IX - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

President
Morgan City Harbor and Terminal District, Louisiana
800 Youngs Road
Morgan City, Louisiana 70381

If to the Government:

District Engineer
U.S. Army Corps of Engineers
New Orleans District
P.O. Box 60267
New Orleans, LA 70160-0267

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE X - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XI - HISTORIC PRESERVATION

A. The Government, as it determines necessary for the *Project*, shall perform any identification, survey, or evaluation of historic properties.

1. The Non-Federal Sponsor shall be solely responsible for all costs related to providing any rights-of-entry determined by the Government to be required for such identification, survey, and evaluation of historic properties.

2. Any costs of identification, survey, and evaluation of historic properties determined by the Government to be attributable to operation and maintenance of the *Project* shall be considered financial obligations for operation and maintenance of the *Project* and paid by either the Government or the Non-Federal Sponsor in accordance with Article II.C. of this Agreement.

B. The Government, as it determines necessary for the *Project*, shall perform any archeological data recovery activities associated with historic preservation. As specified in Section 7(a) of Public Law 86-523, as renumbered and amended by Public Law 93-291 (16 U.S.C. Section 469c(a)), the costs of archeological data recovery activities associated with

historic preservation shall be borne entirely by the Government up to the statutory limit of one percent of the total amount authorized to be appropriated to the Government for the *Project*.

C. The Government shall not incur costs for archeological data recovery activities that exceed the statutory one percent limit specified in paragraph B. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit (and the Secretary of the Interior has concurred in the waiver) in accordance with Section 208(3) of Public Law 96-515, as amended (16 U.S.C. Section 469c-2(3)).

1. The Non-Federal Sponsor shall be solely responsible for all costs related to providing any lands, easements, rights-of-way and of performing any *relocations* determined by the Government to be required or necessary for such data recovery activities in excess of the one percent limit.

2. Any costs of archeological data recovery activities that exceed the one percent limit and are determined by the Government to be attributable to operation and maintenance of the *Project* shall be considered financial obligations for operation and maintenance of the *Project* and paid by either the Government or the Non-Federal Sponsor in accordance with Article II.C. of this Agreement.

D. If, during its performance of *relocations* in accordance with Article II of this Agreement, the Non-Federal Sponsor discovers historic properties or other cultural resources that have not been evaluated by the Government pursuant to this Article, the Non-Federal Sponsor shall provide prompt written notice to the Government of such discovery. The Non-Federal Sponsor shall not proceed with performance of the *relocation* that is related to such discovery until the Government provides written notice to the Non-Federal Sponsor that it should proceed with such work.

ARTICLE XII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

ARTICLE XIII - NON-LIABILITY OF OFFICERS AND EMPLOYEES

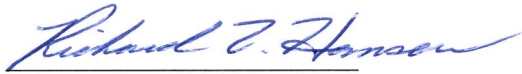
No officer, agent, consultant, or employee of the Non-Federal Sponsor, nor any officer, agent, consultant, or employee of the Government, may be charged personally, or held liable, under the terms or provisions of this Agreement because of any breach, attempted breach, or alleged breach thereof, except as provided in Section 912(b) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (42 U.S.C. 1962d-5b note), or other applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

MORGAN CITY HARBOR AND
TERMINAL DISTRICT

BY:



RICHARD L. HANSEN
Colonel, U.S. Army
District Engineer

BY:



JERRY GAUTHIER
President

DATE:

4 September 2013


DATE:

Sept 4, 2013

CERTIFICATE OF AUTHORITY

I, Gerard Bourgeois, do hereby certify that I am the principal legal officer of the Morgan City Harbor and Terminal District, that the Morgan City Harbor and Terminal District is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Morgan City Harbor and Terminal District in connection with the Atchafalaya River and Bayous Chene, Boeuf and Black, Louisiana Navigation Project, as modified through operation and maintenance to include the Crewboat Cut channel realignment, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the Morgan City Harbor and Terminal District have acted within their statutory authority.

4th IN WITNESS WHEREOF, I have made and executed this certification this
day of September 2013


GERARD BOURGEOIS
Attorney at Law

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



JERRY GAUTHIER

President

Morgan City Harbor and Terminal District

DATE: Sept 4, 2013