

No. 12458

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1/10/74

AGREEMENT BETWEEN

THE UNITED STATES OF AMERICA

AND

THE BOARD OF COMMISSIONERS FOR THE PORT OF NEW ORLEANS

FOR LOCAL COOPERATION AT
MISSISSIPPI RIVER-GULF OUTLET, MICHOU D CANAL
LOUISIANA PROJECT, ORLEANS PARISH, LOUISIANA

THIS AGREEMENT entered into this 10 day of January, 1974, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the contracting officer executing this agreement, and THE BOARD OF COMMISSIONERS FOR THE PORT OF NEW ORLEANS (hereinafter called the "Board"), WITNESSETH THAT:

WHEREAS, the Flood Control Act approved 13 August 1968 (Public Law 483, 90th Congress) authorized, inter alia, the Mississippi River-Gulf Outlet, Michoud Canal, Louisiana project (hereinafter referred to as the "Project"); and

WHEREAS, on 31 December 1970 the Senate and House of Representatives of the United States of America in Congress assembled, enacted the "Flood Control Act of 1970" (Public Law 91-611); and

WHEREAS, on 2 January 1971 the Senate and House of Representatives of the United States of America, in Congress assembled, enacted the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (Public Law 91-646); and

WHEREAS, the said Project comes within the purviews of these Acts, it is necessary that the Board grant satisfactory assurances to the United States of America in connection with the Project, covering the required assurances provided for in these Acts.

NOW, THEREFORE, the parties agree as follows:

1. The Board agrees that, if the Government shall commence construction of the Project substantially in accordance with Federal legislation authorizing such Project, Public Law 483, 90th Congress, the Board shall, in consideration of the Government commencing construction of such Project, fulfill the requirements of non-Federal cooperation, to wit:

a. Provide without cost to the United States all lands, easements, and rights-of-way required for construction and subsequent maintenance of the Project and for aids to navigation upon the request of the Chief of Engineers including suitable areas determined by the Chief of Engineers, to be required in the general public interest for initial and subsequent disposal of spoil, and also retaining dikes for disposal of spoil from maintenance dredging if required;

b. Accomplish without cost to the United States such utility or other relocations or alterations as necessary for project purposes;

c. Hold and save the United States free from damages due to the construction and subsequent maintenance of the Project, including any erosion beyond the rights-of-way furnished;

d. Provide, maintain, and operate without cost to the United States adequate public wharf facilities on the Michoud Canal open to all on equal terms; and,

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e. Comply with the provisions of the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (Public Law 91-646, 84 Stat. 1894), particularly, but not limited to:

(1) Inform the affected persons of the benefits available under Public Law 91-646 and the policies and procedures in carrying out the Act, and provide the payments and services required by Sections 210 and 305 of the Act;

(2) Within a reasonable time prior to displacement, make available to displaced persons decent, safe, and sanitary replacement dwellings;

(3) In acquiring real property, be guided, to the greatest extent practicable under state law, by the land acquisition policies Sections 301 and 302 of the Act, and will pay or reimburse property owners for necessary expenses as specified in Sections 303 and 304 of the Act; and

(4) Maintain records in accordance with regulations of the Department of the Army, in connection with the requirements of the Act, for a period of three (3) years after payment of the last voucher for the Project.

2. The Board hereby gives the Government a right to enter upon, at reasonable times and in a reasonable manner, lands which the Board owns or controls, for access to the Project, for the purpose of inspection and for the purpose of completing, operating, repairing, and maintaining the Project if such inspection shows that the Board for any reason is failing to complete, repair, and maintain that portion of the Project in accordance with the assurances hereunder and has persisted in such failure after a reasonable notice in writing by the Government delivered to the Director of said Board. No completion, operation, repair, and maintenance by the Government in such event shall operate to relieve the Board of responsibility to meet its obligations as set forth in paragraph 1 of this Agreement, or to preclude the Government from pursuing any other remedy at law or equity.

3. This agreement is subject to the approval of the Secretary of the Army.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

THE BOARD OF COMMISSIONERS
OF THE PORT OF NEW ORLEANS

By Richard S. Hunt
Colonel, Corps of Engineers
District Engineer
Contracting Officer

By [Signature]
Executive Port Director and General Manager

DATE: 16 January 1974

APPROVED: [Signature]
WOODROW BERGE
Director of Real Estate

For THE Secretary of the Army