

[address]

Re: [name of vessel, on or about date,  
location] [applicable regulation or statute]

Dear Sir:

In consideration of the United States of America refraining from withholding the clearance required by 46 U.S.C. App. 91 of the [name of vessel], arresting the vessel or attaching any property belonging to the owners of the vessel in connection with claims and actions arising out of alleged violations described above occurring within the navigable waters and the Exclusive Economic Zone of the United States, and arising on or after [date of alleged violation] (hereafter referred to as the "alleged incident"), the undersigned [name of the bound party], hereby agrees:

1. That [name of agent or attorney-in-fact] as agent [or attorney in fact] for the owner/[name of bound party] and operator/[name of bound party] shall accept delivery of correspondence for the owner/[name of bound party] and operator/[name of bound party] and service of any process on behalf of the owner/[name of bound party] and operator/[name of bound party] in any case, action, administrative hearing, or proceeding related to or arising from civil penalties for violations as generally identified above; that delivery to the agent [or attorney-in-fact] constitutes effective notice and service on the owner/[name of bound party] and operator/[name of bound party];

2. To file, or cause to be filed, upon demand, a claim and/or appearance by the owner and/or operator of the vessel [name of vessel] in any action brought against either or both of them by the United States concerning the alleged violations, and to defend the vessel from any *in rem* claim asserted against it;

3. In the event a final judgment (after appeal if any) is entered, in favor of the United States against the vessel [name of vessel], or her owner or operator as a result of such action, to pay and satisfy said judgment, plus interest and costs, up to and not exceeding [maximum amount of civil penalty that may be assessed], or any lesser amount settled between the parties, provided said settlement has been made with the written approval of [name of bound party];

4. Upon written demand, to cause to be filed in said hearing or action, a bond in form and sufficiency of surety satisfactory to you, or to the court, sufficient in amount not to exceed [maximum amount of civil penalty that may be assessed], including interest and costs, to secure your claim against the owner and/or operator, and [name of vessel] in the aforesaid judicial action. In the event that the bond referred to in this paragraph is filed, the undersigned shall have no further obligation under Paragraph 3 above.

This letter is to be binding whether the [name of vessel] be lost or not lost, in port or not in port, and is given without prejudice to all rights or defenses which the [name of vessel] and/or her owner or operator may have, none of which is to be regarded as waived, with the exception that the owner and operator agree that delivery to the agent identified in Paragraph 1 above, of correspondence for the owner/[name of bound party] and operator/[name of bound

party] will constitute effective notice to the owner/[name of bound party] and operator/[name of bound party], and that the owner/[name of bound party] and operator/[name of bound party] will not assert in any subsequent hearing or action any alleged defects in notice or service of process issued and served in accordance with this undertaking. This letter does not constitute an admission of liability by the vessel or its owner/[name of bound party] and operator/[name of bound party].

This letter is also written entirely without prejudice to any claims and rights the United States of America may have pursuant to any applicable certificate of financial responsibility ("COFR") pertaining to the vessel, none of which claims and rights is to be regarded as waived or discharged.

Owner/[name of bound party] warrants that it owns the vessel. Operator/[name of bound party] agrees that it may be considered an operator of the vessel under applicable United States law.

If no penalty is assessed, or no action is filed in the aforesaid court within a period of three (3) years from the date hereof, this letter shall become null and void. If the owner/[name of bound party] fails to appear as required by Paragraph ## or fails to waive objections to jurisdiction as required by Paragraph ##, then the undersigned association agrees to pay to the United States the full amount of this letter of undertaking.

It is understood and agreed that the execution of this letter by [name of law firm] on behalf of the undersigned [name of bound party underwriter or P&I club] shall not be construed as binding upon [name of law firm] but is binding only upon the undersigned [name of bound party underwriter or P&I club].

Sincerely,

[name of bound party underwriter or P&I club]

By: [firm]

[name of attorney]

As attorney-in-fact for the above limited purposes only per [telex, telefax, letter] authority from [name of bound party underwriter or P&I club] dated [date].

[FR Doc. 04-15112 Filed 7-1-04; 8:45 am]

**BILLING CODE 4910-15-P**

## DEPARTMENT OF HOMELAND SECURITY

### Federal Emergency Management Agency

[FEMA-1523-DR]

#### Kentucky; Amendment No. 3 to Notice of a Major Disaster Declaration

**AGENCY:** Federal Emergency Management Agency, Emergency Preparedness and Response Directorate, Department of Homeland Security.

**ACTION:** Notice.

**SUMMARY:** This notice amends the notice of a major disaster declaration for the

Commonwealth of Kentucky (FEMA-1523-DR), dated June 10, 2004, and related determinations.

**DATES:** *Effective:* JUNE 24, 2004.

**FOR FURTHER INFORMATION CONTACT:** Magda Ruiz, Recovery Division, Federal Emergency Management Agency, Washington, DC 20472, (202) 646-2705.

**SUPPLEMENTARY INFORMATION:** The notice of a major disaster declaration for the Commonwealth of Kentucky is hereby amended to include the following area among those areas determined to have been adversely affected by the catastrophe declared a major disaster by the President in his declaration of June 10, 2004:

Hancock County for Public Assistance (already designated for Individual Assistance.)

(The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund Program; 97.032, Crisis Counseling; 97.033, Disaster Legal Services Program; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance; 97.048, Individual and Household Housing; 97.049, Individual and Household Disaster Housing Operations; 97.050 Individual and Household Program—Other Needs, 97.036, Public Assistance Grants; 97.039, Hazard Mitigation Grant Program.)

**Michael D. Brown,**

*Under Secretary, Emergency Preparedness and Response, Department of Homeland Security.*

[FR Doc. 04-15056 Filed 7-1-04; 8:45 am]

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## DEPARTMENT OF HOMELAND SECURITY

### Federal Emergency Management Agency

[FEMA-1521-DR]

#### Louisiana; Amendment No. 1 to Notice of a Major Disaster Declaration

**AGENCY:** Federal Emergency Management Agency, Emergency Preparedness and Response Directorate, Department of Homeland Security.

**ACTION:** Notice.

**SUMMARY:** This notice amends the notice of a major disaster declaration for the State of Louisiana (FEMA-1521-DR), dated June 8, 2004, and related determinations.

**DATES:** *Effective:* June 24, 2004.

**FOR FURTHER INFORMATION CONTACT:** Magda Ruiz, Recovery Division, Federal Emergency Management Agency, Washington, DC 20472, (202) 646-2705.