

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES ARMY CORPS OF ENGINEERS
AND
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
REGARDING
THE BOURNE BRIDGE AND THE SAGAMORE BRIDGE

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made as of the date of the final signature below by and among the following parties: the United States of America, acting by and through the United States Department of the Army and the United States Army Corps of Engineers (USACE); and the Commonwealth of Massachusetts, acting by and through the Massachusetts Department of Transportation (MassDOT).

RECITALS

WHEREAS, the New England District of the USACE owns, operates and maintains the Bourne Bridge in Bourne, MA and the Sagamore Bridge in Sagamore, MA (Bridges) as a part of the Cape Cod Canal Federal Navigation Project;

WHEREAS, the MassDOT is responsible for operating and maintaining the state highway system pursuant to M.G.L. c.6C, including the highways and infrastructure approaching the Bridges (Approaches);

WHEREAS, the USACE and MassDOT (Parties) are engaged in a collaborative approach to future project development concerning the Bridges and Approaches through an executed MOU dated 28-June 2018;

WHEREAS, the Parties have a mutual interest in the conveyance of the rights, titles and interests to the Bridges from the USACE to the MassDOT.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I: STATEMENT OF WORK

A. The USACE will:

1. Own, operate and maintain the existing Bridges until the new bridges are placed into service..
2. Support MassDOT efforts for approval for construction of replacement Bridges over navigable waters of the U.S.
3. Support replacement Bridges having the type, size and location to reasonably meet the structural, functional and other requirements, state or federal, as established by MassDOT and the Cape Cod Canal Federal Navigation Project.
4. Facilitate Approval for demolition of the existing Bridges once no longer needed for access.
5. Facilitate approval for transfer of necessary USACE property interests to MassDOT for the new bridges and approaches as necessary.
6. Provide technical assistance and legislative drafting services in response to Congressional requests for development of legislation to revise ownership of the highway bridge crossings, including a revision of paragraph (p) of 33 CFR § 207.20.

B. The MassDOT will:

1. Own, operate and maintain the existing Approaches before, during and after the replacement of the Bridges.
2. Complete the feasibility study and alternatives analysis to reasonably meet the structural, functional and other requirements, state or federal, as established by MassDOT.
3. Once permitting is secured and the funding is secured, construct replacement bridges for the Bourne and Sagamore Bridges.
4. Support demolition of the existing Bridges once no longer needed for access.
5. Accept an interest in property in order to allow MassDOT to own, operate, and maintain the completed Bridges and Approaches as part of the systems of state highways to be maintained by MassDOT.

ARTICLE II: NOTICES

The Parties agree to share information and documents for the purposes of developing requirements for transfer or ownership of the Bridges. In that regard, they have designated the following officials to serve as Points of Contact (POC) for requesting and receiving information pertaining to the Bridges:

For MassDOT:

Jonathan Gulliver
Highway Administrator, MassDOT

For USACE:

Scott E. Acone
Deputy District Engineer for Programs and
Project Management, USACE

Communications among staff for the purposes of this MOU will be necessary and is expected to occur. However, any request for information considered to be security sensitive, shall be made in

writing by the Party's POC to the other Party's POC, and must follow USACE protocols for Security Sensitive Information (SSI). MassDOT agrees to take reasonable measures to safeguard any and all sensitive information to prevent disclosure to individuals not authorized by USACE to receive information.

ARTICLE III: TERM

This MOU takes effect beginning on the day after the last Party signs. This MOU will expire after the new Bridges are operational and existing Bridges are demolished, unless terminated sooner by mutual agreement in accordance with Article VIII below.

ARTICLE IV: FUNDING

The parties hereto will cooperate as MassDOT leads the development of a funding and finance plan to secure any and all funding required to complete replacement of the Bridges. This MOU does not bind the USACE, or any federal entity, to provide or seek funding for whatever replacement bridges are decided upon in the future.

ARTICLE V: EXCLUSIONS

Nothing in this MOU shall be construed to extend or affect the jurisdiction or decision-making authority of either Party to this MOU beyond that which exists under current laws and regulations. Nothing in this MOU is intended or will be construed to create any rights or remedies for any third party and no third party is intended to be a beneficiary of this MOU.

ARTICLE VI: TRANSFERABILITY

This MOU is not transferable except with the written consent of the Parties.

ARTICLE VII: DISPUTES

Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DODI 4000.19.

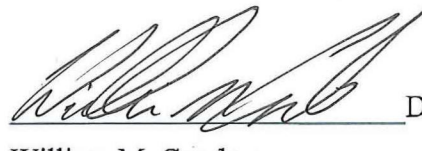
ARTICLE VIII: MODIFICATION AND TERMINATION

This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU may be terminated in writing at will by either Party at any time before the date of expiration, with 30 days' notice to the other Party.

IN WITNESS WHEREOF, and intending to be bound by this MOU as a legally binding agreement, the Parties hereto have executed this MOU.

 Date 7/1/20

Stephanie Pollack
Secretary, Department of Transportation
Commonwealth of Massachusetts

 Date 7 July 2020

William M. Conde
Colonel, Corps of Engineers
District Engineer