

MEMORANDUM OF AGREEMENT
BETWEEN
U.S. ARMY ENGINEER DISTRICT GALVESTON
AND
THE BRAZOS RIVER HARBOR NAVIGATION DISTRICT
ON
MAINTENANCE OF JETTY WALKWAY HANDRAILS
ON
FREEPORT HARBOR, TEXAS PROJECT

1. Reference is hereby made to Article II.h., page 5 of the Local Cooperation Agreement dated 26 June 1986, by and between the Brazos River Harbor Navigation District [hereinafter Local Sponsor] and the Department of the Army, U.S. Army Engineering District, Galveston [hereinafter District], as amended 19 March 1987, and 19 July 1991 (a copy of which is attached hereto and made a part hereof).

2. The purpose of this Memorandum of Agreement (MOA) is to establish a procedure and set forth responsibilities for the maintenance of the North and South Jetty Walkway Handrails. Nothing in this MOA shall supersede or be construed as contrary to any of the terms of the executed LCA, as amended. Any conflict in language shall be construed in favor of the LCA. The provisions of this MOA shall remain in effect until such time as a default occurs or an amendment to this MOA is proposed by either party. Said amendment shall have no effect until executed in writing by both parties. All amendments shall be numbered consecutively and shall be considered as part of this MOA.

3. Oversight Representation for Handrail Maintenance - For the purpose of this MOA, the Local Sponsor hereby designates the Port Director or his designee(s) as its representative(s). The District hereby designates the District Engineer or his designee(s) as its representative(s). These representatives shall confer and coordinate with each other as necessary on safety issues, scheduling, plans, specifications, modifications or any other matters relating to maintenance of the Jetty Walkway Handrails.

4. Obligations of the Parties

a. The Local Sponsor, acting through their own authority or by their designated agent, shall maintain the Jetty Walkway Handrails at their own cost in a manner that protects the integrity of the facility and promotes safety to the general public. The handrails must be able to meet required safety regulations and will be subjected to periodic inspections (at least once annually), by designated District representatives. Shortcomings cited by the District will be brought to the attention of the Local Sponsor in person or in writing and will require action within 60 days by the Local Sponsor to bring the handrails to compliance. The District will resume maintenance of the Jetty Walkway Handrails only in the case of failure of the Local Sponsor to perform in respect to this MOA or by common agreement of both parties. In either event, it is hereby agreed to and understood that the Local Sponsor shall pay 100 percent of the cost to maintain the Jetty Walkways.

b. The Local Sponsor shall notify the District when scheduled repairs are to be made on the handrails so other ongoing activities can be scheduled appropriately.

c. The District shall likewise notify Local Sponsor when Government maintenance activities are required.


d. The Local Sponsor shall assure that a safe environment exists for maintenance to the handrails pursuant to Article XI Federal and State Laws, of the Local Cooperation Agreement.

e. The District shall continue to maintain the Jetty Walkway with the Local Sponsor paying 100 percent of the cost to repair and maintain the facility. Damages to the walkway or the jetty resulting from actions taken in maintaining the handrails will also require reimbursement from the Local Sponsor.

f. Either party may elect without penalty to terminate this agreement by giving 60 days written notice to the other party. After that period maintenance of the handrails would revert to the procedures included in the executed LCA.

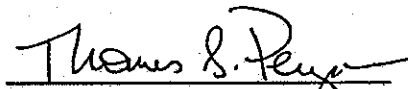
5. Public Information Program - The District and the Local Sponsor will work together to develop and establish a procedure to inform the public of anticipated construction, repairs or maintenance, and of known hazards. This shall be accomplished through the involvement of the news media, town hall meetings, news releases, signs or other resources available. These efforts shall be coordinated through the District's Public Affairs or Safety Officer.

Corps of Engineers
Galveston District

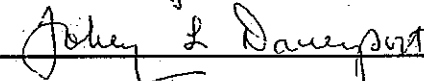
By: 
John P. Basilotto
Colonel, Corps Of Engineers
District Engineer

Date: 26 Jun 94

Brazos River Harbor
Navigation District

By: 
THOMAS S. PERRYMAN, CHAIRMAN

Date: May 12, 1994


Secretary

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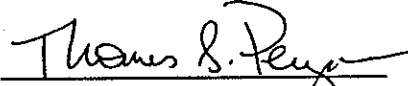
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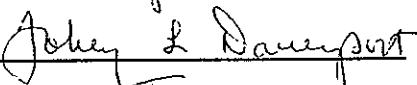
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