

MEMORANDUM OF UNDERSTANDING

Oregon Coast Trail

This MEMORANDUM OF UNDERSTANDING is made and entered into by and between the STATE OF OREGON, acting by and through its Parks and Recreation Department, hereinafter referred to as "OPRD", the STATE OF OREGON acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and the USDA Forest Service , Siuslaw National Forest, hereinafter referred to as "Forest Service," each herein referred to individually as "Party" and collectively as "Parties."

RECITALS

The purpose of this Memorandum of Understanding (MOU) is to establish a framework for future cooperation on activities effecting the Oregon Coast Trail (OCT). The parties of this MOU wish to work cooperatively in the planning, coordination, and maintenance for the Oregon Coast Trail while recognizing the collaborative working relationships and the value in flexibility when it comes to planning, maintenance, and funding projects along the Oregon Coast Trail.

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local and federal government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Development of the Action Plan for the Oregon Coast Trail is funded through a Federal Lands Access Program (FLAP) grant. OPRD has contracted with Western Federal Lands, Highway Division (WFLHD) to complete the work. The Forest Service provided in-kind match associated with the FLAP grant. ODOT pledged staff time and cooperative assistance associated with the OCT Action Plan.
3. OPRD, ODOT, and Forest Service are the three largest land managers for existing OCT segments, and all Parties have worked together in the past to assist each other in the development of the OCT.
4. All Parties have a vested interest in improving safety for OCT users, and contribute technical expertise and guidelines that will improve safety in areas of the OCT currently identified as "gaps" in the Oregon Coast Trail Connection Strategy (2011).
5. Portions of the OCT will be on land owned and maintained by ODOT; on land owned by ODOT and maintained by OPRD; on land owned and maintained by OPRD; and on National Forest system lands managed by Forest Service.
6. All Parties play a role in planning, design, construction, and maintenance for trails and pedestrian facilities that are identified as part of the OCT.

NOW, THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF MOU

1. Work collaboratively to share resources and data necessary for the planning of OCT “gaps”; including physical trail tread as well as support facilities including, but not limited to restrooms, waysides, campgrounds, and trailheads.
2. OPRD shall work with WFLHD to deliver the OCT Action Plan. The Project consists of:
 - a. Public and stakeholder involvement critical for the development of an Action Plan and for the long-term and ongoing success of the OCT. Public open houses and stakeholder engagement opportunities will continue through the development of the Action Plan.
 - b. Inventory of existing trail “gaps” and existing conditions around each of the “gaps”
 - Topography
 - Existing Trails (both formal and informal trails will be considered)
 - Existing roadways (both private and public facilities will be considered)
 - Property ownership
 - Understanding of local partnership opportunities (public, non-profit, and informal partnerships will be considered)
 - c. Inventory of existing trail support facilities (public and private accommodations and facilities will be considered)
 - d. Prioritization criteria – Safety is the highest priority, but other priorities include making connections to towns, minimizing additional required land acquisition, maintenance needs, proximity to the coast, and others.
 - e. Alignment alternatives analysis – Where there are alternative alignments to be considered, the Action Plan will identify a preferred near-term and long-term alignment to close “gaps” in the OCT.
 - f. Maintenance and management requirements and strategy – The Action Plan will maximize opportunities to coordinate with local governments, private entities, and non-profits to maintain the OCT. The requirements will be based on federal best practices and guidelines for trails, pathways, and pedestrian facilities (sidewalks or shared roadways).
 - g. Funding strategy – A review of funding models will include not only grant opportunities, but public/private partnership opportunities for funding new construction and ongoing maintenance of the OCT. Funding and resource commitments will be made through other appropriate instruments.

3. Parties agree to participate in the development of the OCT Action Plan, notwithstanding which party is the lead agency for an individual trail segment or “gap”. Each party will appoint agency representatives to project committees. OPRD will be the lead agency in the development of the OCT Action Plan as named in HB 3149 (2017).
4. The term of this MOU begins on the date all required signatures are obtained (the “Effective Date”) and terminates upon completion of the Project or five years after the Effective Date, whichever is sooner.

AGENCY OBLIGATIONS – All Parties

1. Coordinate, conduct, and document environmental and cultural impact assessments necessary to comply with applicable laws and regulations, including Tribal Coordination and land use permits.
2. Develop the project with adequate stakeholder and public involvement.
3. Develop plans and administer construction of OCT-related projects.
4. Pursue internal and external funding sources and/or public/private partnership funding opportunities for OCT-related maintenance and new construction projects.
5. The parties should attempt in good faith to resolve any dispute arising out of this MOU. This may be done at any management level, including at a level higher than persons directly responsible for administration of the MOU. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
6. Agree to comply with all applicable State, Federal, and local laws, rules, regulations, and ordinances, including but not limited to those pertaining to Civil Rights. Parties agree to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this MOU. Without limiting the generality of the foregoing, Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
7. This MOU shall become effective when all required signatures have been obtained.
8. The terms of this MOU may be amended or terminated by mutual written consent of the Parties.

AGENCY OBLIGATIONS - OPRD

1. Manage the agreement with WFLHD for the Action Plan.
2. Manage recreational use of projects for completed OCT sections where OPRD is the land owner, designated easement holder, or otherwise identified as the responsible management agency.
3. Manage the development of the Action Plan as outlined in HB 3149 (2017).
4. OPRD's Project Manager for this Project is Robin Wilcox, Properties, Planning, and Design Manager, 503.385.3246, robin.wilcox@oregon.gov, or assigned designee upon individual's absence. OPRD shall notify the other Parties in writing of any contact information changes during the term of this MOU.

AGENCY OBLIGATIONS - ODOT

1. Share available data including:
 - a. Vehicle and pedestrian counts and crash data
 - b. Roadway and right-of-way conditions
 - c. Ownership data
2. Make recommendations to OCT Action Plan project development staff to ensure consistency with ODOT guidelines and maintenance practices.
3. Provide updates regarding ODOT projects and plans that impact the area identified for consideration within the OCT Action Plan.
4. Coordinate OCT recommendations with the concurrent Oregon Coast Bike Route planning effort.

AGENCY OBLIGATIONS – Forest Service

1. Share available data, including geospatial information.
2. Manage recreational use of projects for completed OCT sections where Forest Service is the land owner, designated easement holder, or otherwise identified as the responsible management agency.
3. Make recommendations to OCT Action Plan project development staff to ensure consistency with Forest Service regulations, guidelines and maintenance practices.

It is recognized by OPRD, ODOT, and Forest Service that obligations described in this MOU are expression of intent only and the MOU is non-binding. Therefore, by signing this MOU, each party acknowledges to the others that they are expressing their mutual intent to work together in the manner described. Subsequent agreements between parties will be necessary to address funding and or project impacts.

THE PARTIES, by execution of this MOU, hereby acknowledge that their signing representatives have read this MOU, understand it, and agree to be bound by its terms and conditions.

STATE OF OREGON, by and through its
Parks and Recreation Department

By 
Lisa Sumption (Jul 10, 2020 13:43 PDT)

Lisa Sumption, Director
Oregon Parks and Recreation Department

Date 07/10/20

STATE OF OREGON, by and through
its Department of Transportation

By 
Jerri Bohard (Jul 9, 2020 15:51 PDT)

Jerri Bohard
Oregon Department of Transportation

Date 07/09/20

OPRD Contact:

Robin Wilcox, OPRD Planning Manager
725 Summer St NE C, Salem, OR 97301
503.385.3246
robin.wilcox@oregon.gov

ODOT Contact:

Susan Peithman, ODOT Active
Transportation Policy Lead
555 13th St NE, Salem, OR 97301
773.991.2194
susan.peithman@odot.state.or.us

USDA Forest Service

By 
Robert Sanchez (Jul 10, 2020 12:24 PDT)

Robert F. Sanchez
Forest Supervisor

Date 07/10/20

Forest Service Contact:

Dani Pavoni, Recreation, Lands, and
Heritage Staff Officer
3200 SW Jefferson Way
Corvallis, OR 97331
541.750.7046
daniela.pavoni@usda.gov