

MEMORANDUM OF AGREEMENT
between
THE UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
and
THE UNITED STATES DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION
for
THE REHABILITATION OF THE COOS BAY RAIL LINE IN SOUTHWEST
OREGON

This Memorandum of Agreement (“MOA”) entered into by and between the United States Department of Transportation (hereinafter “USDOT”) Federal Highway Administration (hereinafter “FHWA”), and the USDOT Maritime Administration (hereinafter “MARAD”), (hereinafter the “Parties”) establishes the mutual purpose, roles, responsibilities and procedures for the stewardship and oversight of Federal-aid funds provided for the Rehabilitation of the Coos Bay Rail Line in Southwest Oregon (“Project”).

Whereas, Section 1306 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, Pub. L. 109-59; 119 Stat. 1144, 2005), established the Freight Intermodal Distribution Pilot Grant Program (FIDP) to make grants to States to facilitate and support intermodal freight transportation initiatives at the State and local levels to relieve congestion and improve safety; and to provide capital funding to address infrastructure and freight distribution needs at inland ports and intermodal freight facilities; and

Whereas, FHWA is the Federal agency with administrative oversight and jurisdictional authority to allocate funds for FIDP from monies authorized to be appropriated under Section 1306 of SAFETEA-LU; and

Whereas, Section 1306(d)(3)(A) of SAFETEA-LU authorized the allocation and obligation of \$2,496,015.83 in Federal-aid funds (“Funds”) for the Project; and

Whereas, the Project is an intermodal freight transportation project in southwest Oregon. The Project will purchase and install environmentally benign rail road ties on the Coos Bay rail line in a section that has the potential to support increased train operating speeds; and

Whereas, MARAD has entered into a grant agreement with the Oregon International Port of Coos Bay (OIPCB) dated March 4, 2011, under the provisions of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2010 (Division A of the Consolidated Appropriations Act, 2010 (Pub. L. 111-117,

Dec. 16, 2009)), which agreement provides the statutory, regulatory, scope, schedule, budget and reporting requirements for the Project; and

Whereas, MARAD is the lead Federal agency for the Project, is administering and providing Federal funding for the Project, and has the requisite expertise within USDOT to oversee port capital construction and matters related thereto; and

Whereas, the MARAD issued a Programmatic Categorical Exclusion for the Project on March 4, 2011; and

Whereas, MARAD shall work collaboratively with the FHWA in the oversight and stewardship of the FIDP Funds.

Now therefore, the Parties do hereby agree to carry out the development of the Project and to oversee the expenditure of the Funds for the Project as follows:

ARTICLE I. Responsibilities

The Parties agree to work collaboratively to manage the administration of the Funds and to review, monitor, and approve the use of the Funds as follows:

A. MARAD shall be responsible for administering the Project on behalf of FHWA in a manner that ensures efficient and effective use of the Funds and shall:

1. Reimburse the OIPCB for Project costs that were incurred in accordance with applicable Federal requirements including 23 C.F.R. Chapter 1 and the FIDP "Project Description" submitted by the OIPCB pursuant to FIDP Grant Recipient Project Description Submission Guidance issued by FHWA on January 4, 2006;
2. Serve as the lead Federal agency for the environmental review process to be conducted pursuant to the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 to 4370(f);
3. Provide FHWA with a copy of the quarterly updates that OIPCB will submit to MARAD. Quarterly updates shall include a report that details the amount of funds obligated, the amount of funds expended, work completed, work in progress, and an updated Project schedule or status report;
4. Provide FHWA with records submitted by OIPCB upon request and to cooperate in any type of inspection by FHWA; and
5. Provide Project close-out information to the FHWA.

B. FHWA shall:

1. Allocate the Funds to MARAD for reimbursement of Project costs upon drawdown requests by the OIPCB. An allocation account is defined by OMB Circular A-11 as a delegation, authorized in law, by one agency of its authority to obligate budget authority and outlay funds to another agency;
2. Liquidate authority equal to the amount of estimated disbursements on a quarterly basis and at the request of MARAD;
3. Report to Congress on the status of portions of the Project carried out with the Funds; and
4. Review and provide comments and input to MARAD on any quarterly updates, records, or project close-out information provided to FHWA.

ARTICLE II. Term of MOA

This MOA becomes effective on the date of the last approving signature and shall remain in effect until all Funds have been expended and conditions set forth herein have been satisfied.

ARTICLE III. Termination

A. Any Party may terminate this MOA by providing the other Party with thirty (30) days advance written notice. In the event that one Party provides the other Party with notice of its intent to terminate this MOA, the Parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

B. Termination shall not affect any valid commitment of Funds that, in the mutual judgment of the Parties, had become final before the effective date of the termination.

ARTICLE IV. Severability

Nothing in this MOA is intended to conflict with current statutes, regulations, orders, or directives of FHWA or MARAD, or any other Federal agency or entity. If a provision of this MOA is inconsistent with such authority, then that provision will be invalid to the extent of such inconsistency, but the remainder of that provision and all other provisions, terms, and conditions of this MOA will remain in full force and effect.

ARTICLE V. Dispute Resolution

In the event that disagreements or disputes arise between the Parties regarding their respective roles and responsibilities for the Project, as described in Article 1, the FHWA Administrator and the MARAD Administrator, or their respective designees, will determine the appropriate resolution by consensus.

ARTICLE VI. Key Officials and Contacts

A. FHWA Key Official and Contact

1. Key Official

Mr. Anthony T. Furst
Director
Office of Freight Management and Operations
Federal Highway Administration
1200 New Jersey Avenue, SE
E86-314
Washington, DC 20590
202-366-2201

2. Key Contact

Mr. Edward Strocko
Transportation Specialist
Office of Freight Management and Operations
Federal Highway Administration
1200 New Jersey Avenue, SE
E84-440
Washington, DC 20590
202-366-2997

B. MARAD Key Official and Contact

1. Key Official

Mr. H. Keith Lesnick
Associate Administrator for Intermodal System Development
Maritime Administration
1200 New Jersey Avenue, SE
W21-320
Washington, DC 20590
202-366-1624

2. Key Contact

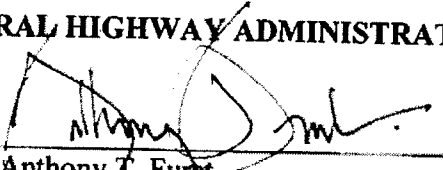
Mr. Robert Bouchard, Director
Office of Infrastructure Development and Congestion Mitigation
Maritime Administration
1200 New Jersey Avenue, SE
W21-308
Washington, DC 20590
202-366-5076

ARTICLE VII. Consistency with Public Laws

Nothing in this MOA shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to this MOA.


IN WITNESS THEREOF, the Parties hereto have caused this Memorandum of Agreement to be duly executed in duplicate as of the day and year last written below.

FEDERAL HIGHWAY ADMINISTRATION

By: 
Anthony T. Furst
Director, Office of Freight Management and Operations
Federal Highway Administration

Date: 5.18.2011

MARITIME ADMINISTRATION

By: 
H. Keith Lesnick
Associate Administrator for Intermodal System Development
Maritime Administration

Date: 5/17/11