

MEMORANDUM OF UNDERSTANDING
Project Name: Every Mile Counts

This Memorandum of Understanding (MOU) is made and entered into by and between the Oregon Department of Transportation (ODOT), the Oregon Department of Energy (ODOE), the Department of Land Conservation and Development (DLCD), and the Oregon Department of Environmental Quality (ODEQ), hereinafter singularly referred to as "Agency" and collectively referred to as "Agencies" or "Parties". This MOU concerns the Agencies joint efforts to address climate change, including by implementing the "Statewide Transportation Strategy: A 2050 Vision for Greenhouse Gas Emission Reduction (STS)" -- known as the Every Mile Counts Project.

RECITALS

1. By the authority granted by Oregon Revised Statute (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local 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. Oregon law recognizes that greenhouse gas (GHG) emissions and climate change poses a serious threat to Oregon's economic well-being, public health, safety, natural resources, and environment, ORS 468A.200(3)-(6); and that actions need to be taken to reduce greenhouse gas emissions in order to prevent disruption of Oregon's economy and quality of life, ORS 468A.200(7).
3. Executive Order No. 20-04 (2020) establishes science-based GHG emissions reductions goals consistent with the minimum GHG reduction goals set forth in ORS 468A.205(1)(c), and calls for the State of Oregon to reduce its GHG emissions (1) at least 45 percent below 1990 emissions levels by 2035; and (2) at least 80 percent below 1990 emissions levels by 2050.
4. Pollution from the transportation sector are the single largest source of GHG emissions in Oregon.
5. By direction in Oregon Executive Order 20-04 (2020), ODOT, ODOE, DLCD, and ODEQ are to work collaboratively to implement the STS. Pursuant to that mandate, the Every Mile Counts Project was initiated.

NOW THEREFORE, the Parties agree to the following:

TERMS AND CONDITIONS

- 1) It is the intent of Agencies to document in this MOU, the initial coordinated efforts regarding the Every Mile Counts Project.
- 2) Each Agency, in addition to exercising its individual authority and expertise to address climate change, shall jointly and cooperatively help to reduce GHG emissions in the state and implement the STS by identifying and pursuing multi-agency implementation actions.
- 3) Beginning in 2020, and continuing every two years thereafter, a Multi-Agency STS Implementation Work Plan will be developed by the Agencies, documenting mutually agreed upon GHG reduction actions.
 - a) The GHG reduction actions will be prioritized to achieve the STS vision, establish measurable GHG reduction targets, address related equity issues and concerns centered on the needs of low income individuals and communities of color, take into account public feedback, support coordinated inter-agency climate efforts, and meet other GHG reduction goals that are mutually developed by the Agencies.
 - b) Information on the performance of past GHG reduction work plans and data from performance measures will be used to inform Every Mile Counts Project work plan development and associated implementation actions.
- 4) Agencies will develop performance measures, track progress, and hold themselves accountable for completing the implementation actions in each Work Plan. Performance measures will be reported on quarterly. Agencies may review and modify performance measures every two years as part of work plan development.
- 5) Each Agency shall designate a lead staff person to the Every Mile Counts Project.
 - a) Lead staff shall meet regularly and as needed to purpose new strategies, implement work plan actions, and track progress on the Every Mile Counts Project. Lead staff shall be in attendance at meetings, or when absolutely necessary, send a delegate.
 - b) Sub-groups may be formed to work on individual actions and meet more frequently.
 - c) ODOT will schedule and facilitate the meetings referred to in 5.a. and 5.b. above. Each Agency will hold equal weight at the meetings, and decisions will be made by consensus (defined herein as “unanimous consent” of the Agencies).

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- 6) Agencies shall engage in this Every Mile Counts Project at the highest level, with direct participation by each Agency Director. Agencies shall identify staff and implementation plans to support Every Mile Counts Project activities.
 - a) Agency Directors and designated staff leads shall meet at least quarterly to check in on the progress of implementing work plans and other business related to the Every Mile Counts Project.
 - b) ODOT will schedule and facilitate the meetings referred to in 6.a. Each Agency will hold equal weight at the meetings, and decisions will be made by consensus.
 - c) Agencies shall provide updates to the Governor's Office and their respective commissions, boards, or relevant advisory groups as needed.
 - d) Agencies shall seek input and direction from their respective commissions or advisory bodies on implementation of this work program.
 - e) Agencies shall coordinate on funding and budget issues related to implementation of the Every Mile Counts initiative.
- 7) Agencies shall make information on the Every Mile Counts Project available to the public
 - a) Designated staff leads and Agencies communication staff will collaborate, as needed, on joint messaging, flyers and informational materials, and multi-agency public engagement events.
 - b) ODOT will create and maintain an Every Mile Counts Project webpage with information available to the public. Content will be provided by Agencies and mutually agreed to by the Parties.
 - c) Each lead agency over a Work Plan action shall host their own website with specifics on the effort, such as rulemakings, public meeting, and deliverables.
- 8) Agencies intend that, if an impasse or disagreement should occur on issues pertaining to the MOU, a collaborative process will be initiated to resolve the difference. A collaborative process may be requested by any of the Parties and will conform to the best practices for mediation and conflict resolution, as prescribed by the Oregon Resolution Program.
- 9) This MOU shall become effective when all required signatures have been obtained and, unless amended or terminated by the Agencies, shall remain in effect for 10 years when this MOU shall terminate.

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- 10) The terms of this MOU shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by all of the Parties.
- 11) The terms of this MOU may be amended or terminated by mutual written consent of the Parties.
- 12) The MOU is a nonbinding proposal and is not and should not be construed as a legal commitment by the Agencies. Notwithstanding the signing or delivery of the MOU, any past, present or future actions; or approvals by the Parties based upon this Memorandum, none of the Agencies are under any legal obligation with respect to the intentions outlined above and no binding commitment of any nature whatsoever is hereby or shall be implied.

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

STATE OF OREGON, by and through its
Department of Energy

By Janie Be

Date July 8, 2020

STATE OF OREGON, by and through its
Department of Transportation

By Karl W. 88

Date 7/16/2020

STATE OF OREGON, by and through its
Department of Environmental Quality

By [Signature]

Date July 9, 2020

STATE OF OREGON, by and through its
Department of Land Conservation and
Development

By [Signature]

Date July 13, 2020