

**MEMORANDUM OF UNDERSTANDING BETWEEN  
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS AND  
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PARKS AND RECREATION  
El Moro Bikeway Maintenance  
12<sup>th</sup> Street to South Bay Boulevard, Los Osos**

This Memorandum of Understanding (MOU), entered into this 17<sup>th</sup> day of June, 2020, is by and between the County of San Luis Obispo Department of Public Works (Public Works) and the County of San Luis Obispo Department of Parks and Recreation (Parks).

WHEREAS, the development of the El Moro Bikeway was proposed as a joint department project in the early 2000's, in lieu of street improvements, and constructed under a Federal Transportation Enhancement grant in 2007; and,

WHEREAS, the subject project is a cooperative effort to provide a transportation facility within a native habitat linear "park"; and,

WHEREAS, significant portions of the bikeway bisect native habitat of the Morro shoulderband snail of which the project received Section 7 Endangered Species Act (ESA) approval and take permit for construction and maintenance; and,

WHEREAS, the Board of Supervisors has accepted the right of way under the Town of El Moro Map and the bikeway into the County Maintained Road system as a transportation facility; and,

WHEREAS, Public Works intends to maintain and operate a transportation facility and Parks intends to provide a park like experience for the public enjoyment of the native habitat and vistas along the bikeway.


NOW, THEREFORE, it is mutually agreed between the parties hereto, as follows:

1. Both Public Works and Parks are responsible to maintain the bikeway in accordance with the Section 7 consultation under the ESA provided for this project.
2. Public Works is responsible for the management and maintenance of the following:
  - a) Pathway surface
  - b) Regulatory Traffic Control signs
  - c) Bollards within and along the bikeway; as necessary and at the option of Public Works
  - d) Retaining wall at easterly end of the bikeway
  - e) Drainage Basins (2) at 13<sup>th</sup> Street and 15<sup>th</sup> Street
  - f) Periodic bikeway sweeping
  - g) Street intersections and crossings
  - h) Issuance of Encroachment Permits for adjoining property uses, utility installation and other proper use of the right of way.

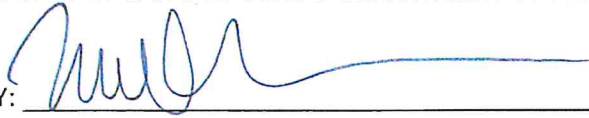
3. Parks is responsible for the management and maintenance of the following:
  - a) Interpretive and Habitat advisory signage
  - b) Mutt Mitt stations and signage
  - c) Trimming vegetation along bikeway to an acceptable clearance (typically two feet off edge of pavement)
  - d) Brush removal within right of way
  - e) Adopt-a-Park administration, signage and trash removal
  - f) Temporary erosion control measures (such as wattles and/or hay bales) adjacent to the bikeway, to the extent feasible within financial, environmental, permitting, and property boundary constraints.
  
4. Should any conflict arise this MOU will be used as the basis for conflict resolution. Both Directors will resolve any dispute no later than 21 days after the conflict is first defined. Should both Directors fail to reach a resolution, the conflict will be raised to the County Administrative Officer for a final determination.
  
5. This MOU shall remain in effect while the County of San Luis Obispo owns and manages the El Moro Bikeway. Either party, with providing a 60-day written notice, may terminate this MOU but only upon approval from the County Administrative Officer that the MOU can be considered null and void.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officers in the County of San Luis Obispo, California.

COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS

BY:  \_\_\_\_\_ DATED 6/17/20  
 DIRECTOR OF PUBLIC WORKS

COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PARKS AND RECREATION

BY:  \_\_\_\_\_ DATED 6/9/2020  
 DIRECTOR OF PARKS AND RECREATION