

Memorandum of Understanding

Entitled

“Infrastructure Asset Management
Technology Exchange”

BETWEEN

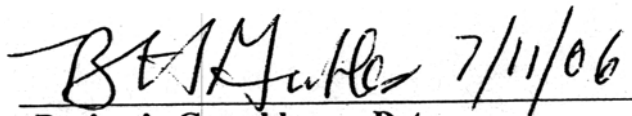
**U.S. ENVIRONMENTAL
PROTECTION AGENCY**

AND

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION**


**U.S. ENVIRONMENTAL
PROTECTION AGENCY**

**U.S. DEPARTMENT OF
TRANSPORTATION
FEDERAL HIGHWAY
ADMINISTRATION**



Benjamin Grumbles Date

Assistant Administrator for
Water



King W. Gee Date

Associate Administrator for
Infrastructure

Purpose of this Memorandum of Understanding:

This Memorandum of Understanding (MOU) is between the United States Department of Transportation (DOT), Federal Highway Administration, hereinafter referred as "FHWA" and the United States Environmental Protection Agency, hereinafter referred as "EPA." The MOU is entered into as:

FHWA moves ahead with its strategic goal to -

Preserve, improve, and expand the Nation's highway transportation system while, at the same time, enhance the operation of the existing highway system and intermodal connectors; and to protect and enhance the natural environment and communities affected by highway transportation; and

EPA advances its strategic goal to -

Preserve, improve, and expand the Nation's water and wastewater infrastructure and assure that these systems are sustainable and that future communities can continue to enjoy the water quality and human health protection that water infrastructure provides.

The cooperation fostered by this MOU adds value in the pursuit of national strategies to address the growing and increasingly complex infrastructure related challenges that lie ahead for both Agencies and the United States. This MOU recognizes the synergistic benefit of collaborative undertakings and provides a platform for cooperation.

The intent of this MOU is to facilitate and encourage working arrangements between the agencies and amongst other Federal Agencies, and other State and local partners. This MOU fosters increasing dialogue and helps to identify commonalities in Asset Management approaches including policy initiatives; and encourages information sharing in efforts to advance the state-of-the-practice of Asset Management, as our respective agencies work with our customers and partners in various levels of government to protect and enhance our Nation's critical infrastructure assets.

Under this MOU, the FHWA and the EPA intend to exchange information, coordinate activities, provide opportunities for cross-training, and provide technical expertise and assistance in support of each other's Infrastructure Asset Management Programs. A cooperative endeavor is especially important in light of the fact that in many cases the local entities that own, operate, and maintain the transportation infrastructure also own, operate and maintain the water and wastewater management utilities.

Background:

The United States (Federal, State and local entities) have been successfully building and operating assets for generations. We are now into a transition from being focused at being really good at building and operating assets to becoming very skilled at managing assets. There are promising new approaches in systems monitoring capabilities, information handling and the maturing of decision support systems that have enabled us to think anew

about how the work is best accomplished. These new tools and techniques are very timely in that they enable us to think about choices in more sophisticated ways; to better understand condition, to better predict failures and to make more informed choices about optimal strategies for meeting service objectives. Asset Management is a strategic approach to managing infrastructure that focuses on the managerial, business and engineering processes with the objective of better decisionmaking. The evolving Asset Management processes are adept at guiding decisions as to the effective mix of maintenance, repair, renewal or replacement of components within the systems. Asset Management techniques have been successfully employed in some States, urban centers, large and small municipalities, and townships to improve operational, environmental, safety, and financial performance.

This MOU recognizes that infrastructure owners have the primary responsibility for making sure those infrastructure systems stay in good working order. However, we also recognize that America's infrastructure is critical to our Nation's mobility and economic, environmental, and social health, and therefore, it is essential that we strive toward the goal of making state-of-the-practice Asset Management concepts, tools, techniques, and technologies the norm for managing for cost effective performance.

Authority:

EPA is entering into this MOU under the authority of Section 104(b) of the Clean Water Act, 33 U.S.C. 1254(b). FHWA is entering this MOU under the authority of Title 23, U.S.C. - Highways.

Cooperative Efforts:

FHWA and EPA plan to promote active dialogue, explore collaborative opportunities, and, when beneficial, cooperate in undertaking activities consistent with the following strategies:

- Communicate and share information on state-of-the-art Infrastructure Asset Management practices with States, urban centers, large and small municipalities, and townships.
- Share information on organizational approaches and issues related to application of performance measurement, development of common measures of performance, and decisionmaking tools for system performance including tracking program delivery.
- Share information with policy and technical decision makers and elected officials on the benefits of applying Asset Management principles and techniques throughout the planning process from initial goal setting and investment decisions, through to operations, preservation, and maintenance.
- Identify knowledge gaps and technology gaps and where appropriate, jointly undertake future research projects.

- Assist public agencies in assessing and implementing Asset Management principles.
- Promote the use of management systems, economic evaluation tools, engineering analysis, and tradeoff analysis methods for application in an Asset Management context.
- Promote the development of Asset Management tools, analysis methods and research topics.
- Undertake educational and training activities.

Develop partnerships with public and private entities having an interest in and commitment to Asset Management.

- To the extent practicable, jointly sponsor workshops and seminars with other organizations.

Points of Contact:

For purposes of day-to-day operation of the MOU, the following individuals will serve as the primary contacts on behalf of each Agency:

FHWA:

Stephen J. Gaj
Leader, System Management & Monitoring Team
Office of Asset Management
Federal Highway Administration
Tel. 202-366-1336

EPA:

Steve Allbee
Project Director
Office of Water
Environmental Protection Agency
Tel. 202-564-0581

The individuals identified as the points of contact for the purposes of day-to-day operation of the MOA may be modified by their respective Agency without mutual agreement.

Limitations:

A. All commitments made by FHWA and EPA in this MOU are subject to the availability of appropriated funds and budget priorities. Nothing in this MOU, in and of itself, obligates EPA or FHWA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, and will be subject to separate subsidiary agreements that will be effected in writing by representatives of both parties.

B. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity against FHWA or EPA, their officers or employees, or any other person. This MOU does not direct or apply to any person outside FHWA and EPA.

Effective Date, Modifications and Termination:

This MOU will become effective on the date it is signed by both parties. Amendments or modifications may be made to this MOU only with the written consent of both parties; either party may unilaterally terminate this MOU by sending a written notice of termination to the other party. Such termination will be effective on the date it is received by the other party, 30 days following such notification.