

FHWA Agreement No: DTFH71-00-X-0000

January 2003

MEMORANDUM OF AGREEMENT

between the

**DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

and the

**DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION**

for the

**PRESIDENT'S NATIONAL PARK SERVICE DEFERRED MAINTENANCE ROADS
INITIATIVE**

The purpose of this Memorandum of Agreement (MOA) is to set forth the general terms and conditions by which the U.S. Department of Interior, National Park Service (NPS), and the U.S. Department of Transportation, Federal Highway Administration (FHWA), hereinafter referred to as the Parties, will cooperatively develop and implement initiatives to accelerate the delivery of projects in order to achieve the President's commitment to reducing the National Park Service deferred maintenance backlog for roads and bridges.

WHEREAS, the NPS, under authority contained in the "National Park Service Organic Act" of August 25, 1916, (16 U.S.C. 1 *et seq.*), is the Federal agency with administrative oversight, maintenance, and jurisdictional authority for the Nation's Park Roads and Parkways;

WHEREAS, 23 U.S.C. 308(a) authorizes the FHWA to perform engineering and other services in connection with the survey, construction, maintenance, or improvements of highways for other Government or State cooperating agencies;

WHEREAS, Section 204 of Title 23 U.S.C. authorizes the FHWA to carry out a Federal Lands Highway Program; including the transportation planning, research, engineering, and construction of Park Roads and Parkways; and

WHEREAS, the Parties to this Agreement have previously entered into a Memorandum of Agreement, executed by the FHWA and NPS on May 19, 1983, for the administration of the Park

Roads and Parkways Program, which is hereby supplemented by this Agreement for purposes of the President's commitment to reducing the NPS deferred maintenance backlog for roads and bridges;

NOW, THEREFORE, pursuant to the authority contained in the "National Park Service Organic Act," 16 U.S.C. 1 et seq. and the FHWA laws, 23 U.S.C. 204 and 308; and all applicable laws; the Parties in consideration of the mutual promises herein expressed, do hereby agree as follows:

ARTICLE I: GOAL

The President is committed to eliminating the NPS deferred facility maintenance backlog. This initiative calls for the elimination of the deferred maintenance backlog, making it possible to sustain the overall system using preventative maintenance and asset management practices. Park roads and bridges make up a large portion of the deferred maintenance backlog. Delays in repair will only exacerbate the problem and increase the ultimate cost. The goal of this MOA is to establish a mutually beneficial relationship and innovative strategies to accelerate the delivery of projects in as effective and efficient a manner as possible. The coordination and cooperation of both agencies at all levels is essential to achieving this goal.

ARTICLE II – ROLES AND RESPONSIBILITIES

The Park Roads and Parkways Program (PRPP) is funded through the Federal Lands Highway Program (FLHP). The FLHP is jointly administrated by the FHWA and the NPS. Recognizing the need for uniform policies, the FHWA is the lead agency tasked with FLHP oversight and direction. The NPS is responsible for Park planning, setting the program of projects, and providing the environmental clearance and landscape architecture associated with project implementation. Project development and construction engineering services are provided by Federal Lands Highway Divisions. Roles and responsibilities between FHWA and NPS are outlined in the 1983 MOA between the two agencies.

ARTICLE III: TERMS OF THE AGREEMENT

The NPS and FHWA do hereby agree to work jointly to implement the following strategies and initiatives:

- **Develop a stable long-range program of projects.**

The NPS and FHWA will work together to develop and maintain a stable, long-range program of projects to ensure that the majority of projects initiated are advanced to construction in the planned fiscal year considering that the NPS has more needs than available funds. The program of projects will be optimized and prioritized to ensure that funds are wisely invested and help to achieve the President's commitment.

- **Use Project Agreements to provide project coordination.**

For each project, the principle stakeholders will execute an agreement, which outlines the scope, schedule and budget for that project. It will be the Park Superintendent's and the FHWA Division Engineer's responsibility to assure that the project scope schedule and budget are met or that changes are approved by all principal stakeholders.

- **Investigate the further use of design/build contracts.**

The FHWA and NPS will identify projects where design/build contracts will be appropriate to allow the obligation of funds, expedite project completion and foster economic savings through increased competition. Design/build/maintain projects will also be explored to ensure the preservation and protection of the reconstructed asset.

- **Improved Coordination of NPS Director's Order 12.**

NPS will work with the Parks to ensure that the environmental process is completed in a timely manner and that the Parks have identified opportunities to streamline the environmental process. NPS will provide additional policy guidance to the Parks to advance environmental streamlining within the NPS.

- **Bundling of projects.**

Without eliminating contracting opportunities for small businesses, the NPS and FHWA will look for opportunities to bundle similar projects into a technically and geographically manageable project to foster economic savings and expedite project delivery. NPS, through its regional offices, will provide assistance in coordinating projects in which multiple parks are involved.

- **Projects ready to go to construction.**

The NPS and FHWA will identify opportunities to advance projects that require minimum engineering and impose fewest issues with respect to NEPA compliance. This will make funds available to design priority projects that will help eliminate the backlog of maintenance needs. Plans for these projects should be available to proceed to construction when FY2004 funds become available.

- **Explore the use of innovative financing.**

FHWA will work with the NPS to identify project eligibility and participation in innovative financing procedures.

- **Explore the use of project warranties.**

FHWA will work with the NPS to identify the appropriate use of performance-based contracts with warranties.

- **Pilot the use of Performance-based Maintenance Contracts.**

The NPS with support from FHWA will develop a pilot to demonstrate the use of performance-based, asset management type of contracts.

- **Public Education.**

The FHWA and NPS will work together to identify a deferred maintenance backlog campaign strategy to educate the public on this ambitious construction schedule and solicit their support and patients.

- **Performance Outcomes and Measures.**

The FHWA and NPS will identify national performance outcomes and measures that will reflect progress in improving the condition of park roads and bridges over the period of the next reauthorization of the Highway Trust Fund (FY 2004-2009).

- **Deliverables.**

The FHWA and NPS will work together to draft an innovative delivery plan that integrates applicable strategies to meet the ambitious project construction program.

ARTICLE IV: KEY OFFICIALS AND CONTACTS

Official points of contact for the coordination of this project are as follows:

Sue E. Masica
National Park Service
Associate Director – Park Planning, Facilities, and Lands
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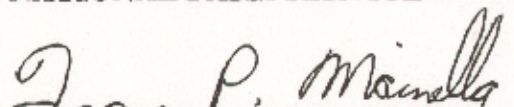
The FHWA and the NPS shall maintain a close liaison and consult regularly on all matters pertaining to this MOA. To provide for consistent and effective communication between the FHWA and the NPS, in addition to the individuals identified above, each party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this MOA.

ARTICLE V: TERM OF THIS AGREEMENT

This MOA becomes effective on the date of the last approving signature, and shall remain in effect until the project is completed or through 5 years from the date of execution of the MOA, whichever occurs first. The date of execution is the date of the last signature affixed to this document. The MOA may be modified, extended, or terminated by written consent of all of the parties.

IN WITNESS THEREOF, the parties hereto have caused this MOA to be executed by their duly authorized representatives:

DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE



Fran P. Mainella Date

Director, National Park Service

JAN 29 2003

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION



Mary Peters Date

Administrator, Federal Highway Administration