

May 22, 2000

**MEMORANDUM OF AGREEMENT**

between the

**DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE**

and the

**DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION**

for the

**ROAD INVENTORY PROGRAM  
CYCLES 3 - 5  
(FY 2000 to FY 2008)**

## **Introduction**

Title 23 U.S.C. 204(a)(6) requires the Federal Highway Administration (FHWA), in conjunction with the National Park Service (NPS), to develop a pavement management system (PMS) for the park roads and parkways (PRP) serving the National Park System. Park roads are public roads that provide access to and within an area of the National Park System whose title and maintenance responsibility is vested with the United States (NPS). Parkway are roads designated as parkways which are authorized by an Act of Congress on lands to which title is vested in the United States (NPS). The PMS will support decisions in the planning, design, construction and maintenance of PRP and ensure most effective use of limited PRP funds. A key attribute of the PMS is the mileage inventory and condition assessment of PRP. The mileage and condition are used in the allocation formula of PRP funds.

## **Background**

On December 1, 1980, the FHWA and the NPS entered into an Agreement for a roadway and a bridge inventory program (RIP and BIP). On May 19, 1983, the FHWA and the NPS amended an August 10, 1964, Interagency Agreement to include implementation of the PRP category in the RIP by the Federal Lands Highway Program. Under this agreement, the FHWA will provide engineering and technical assistance for the road inventory program (RIP) for all PRP.

Under these agreements, the FHWA has continuously updated the RIP. A series of "Brown Books" were developed which documented the inventory and condition of PRP. In the early 1990s, FHWA began RIP Cycle 1 which updated the RIP by using newer procedures. Specialized equipment were obtained to improve the quality of the data under this cycle. RIP Cycle 2, which began in July 1997, made improvements to field procedures, software and hardware. RIP Cycle 2 focused on inventory and condition assessment of roads in all parks with 15 or more miles of paved roads. This involved 69 parks and contained 90 percent of the paved park road system. In July 1998, a pilot project in was initiated in the Canyonlands National Park (CANY) as a test for field and office procedures. The pilot successfully implemented improvements to RIP Cycle 1 procedures. A second pilot project was conducted during September 1998 in the Delaware Water Gap National Recreation Area (DEWA). It verified the field and report generation procedures implemented during the first pilot; and tested new computer software for pavement distresses. The FHWA also benchmarked with the Connecticut Department of Transportation to evaluate the accuracy of the inventory of pavement distresses by using a computer program called WiseCrax. The use of this program was successful and it has been adopted for future use.

Now the FHWA and the NPS have developed goals and objectives for the successful implementation of Cycle 3. The principal goal is to maintain accurate inventories, provide comprehensive RIP reports, and develop a national database of roadway information for use in developing a prototype pavement management system for the NPS roadway system. The objectives, as set forth by the FHWA/NPS RIP Task Force, are:

1. The RIP database will contain accurate information on park maintenance features and road condition assessments.

2. Accurate cost estimates, including deferred maintenance costs, will be developed for improving and maintaining roads at condition standards.
3. Accurate statistical roadway condition data will be developed for NPS project prioritizations and adjustments to the Park Road Program (PRP) fund distribution.
4. Accurate information will be developed for use in the development of the next legislative reauthorization and the report of the Government Performance and Results Act performance plan accomplishments.
5. A prototype PMS will be developed with accurate data and used to provide detailed reports for all levels of the NPS.
6. A comprehensive Geographic Information System (GIS) compatible with the NPS and FHWA asset and pavement management systems will be developed.
7. Nationwide accessibility for data base review (i.e., videos, CD's, and Website) will be developed.
8. Quality oversight of the RIP process will be established and maintained.
9. Unpaved roads will be addressed after RIP Cycle 3.

### **Project Scope - RIP Cycle 3**

RIP Cycle 3 is based on the FHWA inventorying 239 parks with greater than 1 mile of paved roads with an Automatic Road Analyzer (ARAN) and an Automated Data Collection (ADC) vehicle. The ARAN vehicle will focus on the larger parks with 15 miles or more of paved roads. The ADC vehicle will concentrate on collecting the data in the smaller parks with mileages between 1 and 14 miles. The 239 parks will represent approximately 96 percent of all the NPS park route miles.

Two pilot projects will be undertaken to evaluate and test a PMS and a GIS system. The pilot projects will be run concurrently in Yellowstone National Park for the large parks and Gulf Islands National Seashore for the small parks. The pilot projects will assist in the development of recommendations for the final PMS/GIS systems that would be in place for the NPS.

### **RIP Cycle Schedule**

The NPS roadway system includes approximately 6,000 miles of paved route miles. This includes parking lots, campgrounds, picnic areas, administrative roads, and parkways. Approximately 5,000 of the 6,000 route miles are open to the public.

The National Park System consists of 379 areas covering 83 million acres in 49 States, District of Columbia, and the United States Territories. In addition, there are 53 other sites in which the NPS is involved.. The following table summarizes these by three categories, associated mileages, and data collection cycles.

### RIP Cycles

Park Category	# Parks	Cycle 2 FY98 - FY00		Cycle 3 FY00 - 02		Cycle 4 FY03 - 05		Cycle 5 FY06 - 08	
		# Parks Visited	Cost Est. (Mil)	# Parks to be Visited	Cost Est. (Mil)	# Parks to be Visited	Cost Est. (Mil)	# Parks to be Visited	Cost Est. (Mil)
Large parks (≥15 miles paved roads)	69	69	\$3.17	69	\$2.9	69	\$2.9	69	\$3.0
Small parks (1 to 15 miles paved roads)	170	5 (Pilot)	\$0.06	170	\$3.0	0	\$0	170	\$3.0
Sites	193	0	\$0	0	\$0	193	\$1.8	0	\$0
<b>Totals</b>	<b>432</b>	<b>74</b>	<b>\$3.23</b>	<b>239</b>	<b>\$5.9</b>	<b>262</b>	<b>\$4.7</b>	<b>239</b>	<b>\$6.0</b>

#### Agreement

Based on the foregoing information, the Parties hereby enter into the following Agreement regarding RIP Cycle 3:

#### Authority

**WHEREAS**, Section 601 of the Economy Act (31 U.S.C. 1535), and 23 U.S.C. 308(a) authorizes the Federal Highway Administration (FHWA) to perform engineering and other services in connection with the survey of highways for other Government cooperating agencies;

**WHEREAS**, the National Park Service Organic Act of August 25, 1916, 39 Stat. 535 (codified at 16 U.S.C. 1 *et seq.*) provides authority for the NPS to enter into this Agreement;

**WHEREAS**, an Interagency Agreement was entered into by the National Park Service and the Federal Highway Administration by date of May 19, 1983, authorizing cooperation and mutual assistance including RIP; and

**WHEREAS**, Title 23 U.S.C. 204(a)(6) requires the FHWA and NPS to develop a pavement management system for the NPS road system;

**NOW THEREFORE**, the Parties do hereby agree as follows:

The FHWA will:

- 1 Perform roadway field data collection inventories on the 239 parks with 1 mile or more of paved roads by June 1, 2002. The data collection will begin in June 2000. Final RIP reports will be completed for the 239 parks by September 2002.
- 2 Institute a review and certification strategy to ensure complete, accurate, and current data collection and reporting systems.
- 3 Maintain an accurate, organized, and up-to-date National RIP database that is compatible with the NPS Asset Management System (MAXIMO).
- 4 Conduct pilot projects to determine the applications of the PMS and GIS systems and make recommendations with regards to the procurement of PMS and GIS management system platforms that meet and exceed the unique needs of the NPS.
- 5 Provide final RIP reports for all parks inventoried within approximately 8 weeks from the completion of the actual data collection. The RIP reports are to follow the format developed by the RIP Task Force for Cycle 2 and the pilot project for the small parks.
6. Provide the number of paved route miles, paved lane miles, and pavement condition (excellent, good, fair, and poor) in each park. This information is contained in the RIP reports, but segregated out by pavement condition and functional classification for ease of data manipulation.
7. Provide written quarterly reports on the status of the RIP and a summary annual report.
8. Provide a training schedule for education/information sharing with the park officials on the deliverables from the RIP.
9. Provide videos/CDs of the park roads inventoried with the final RIP report.
10. Ensure that the data collected in Cycle 3- 5 is compatible with selected PMS and GIS management systems for the NPS.

11. Provide accountability for the program through:
  - a. Written quarterly reports on the status of the RIP measures that include: Timeliness, Cost, Completeness and Correctness, and Customer Satisfaction;
  - b. QA/QC procedures in place with checks by the FHWA/NPS RIP Task Force for quality.
  - c. Semi-annual meetings with management on RIP progress would be held in addition to the written RIP quarterly report provided by the FHWA.

The NPS will:

1. Supply the SADT and the AADT traffic counts, in electronic format, for all of the parks inventoried.
2. Provide personnel at each park to assist the FHWA in identifying park routes and feature inventories. The park will also provide assistance in traffic control, mapping, and GPS/GIS coordination.
3. Provide maintenance costs and data for each park for use in a PMS.

The FHWA/NPS RIP Task Force Team will:

1. Provide expertise and guidance in the continuous process improvements to the RIP program at the operational level. The NPS WASO will provide leadership for the RIP. The NPS Regional FLHP/RIP Coordinators will be represented on the team to provide regional coordination with the FHWA. The task team will evaluate the goals and objectives quarterly to ensure compliance with the FHWA/NPS Project Agreement.
2. Coordinate the integration of NPS Asset Management Software (MAXIMO).
3. Coordinate to ensure data collection, report preparation, and management system development meets the needs and requirements of the Department of Interior.
4. Cooperate in the evaluation of the PMS and GIS software systems.
5. Coordinate the presentation format of the data.
6. Determine when unpaved roads will be inventoried.

## **Funding**

1. The NPS has provided PRP funding in the amount of \$2,950,000 for FY 2000. This cost includes the completion of 209 large and small parks, development of a PMS/GIS management system, and purchase of another vehicle to assist in data collection. The estimated cost for FY 2001 for completing the remaining parks and implementing the PMS/GIS system would be \$3,000,000. The actual division of Cycles 4 and 5 funding among their corresponding fiscal years will be determined once their schedules are created.
2. If, in the course of performing the work or special or unscheduled duties, it becomes evident to the FHWA that there are insufficient funds to complete the RIP work for that fiscal year, the FHWA shall submit a request to the NPS for additional funds. A complete justification for the increased funds shall be provided. Separate funding requests for unscheduled work and expenditures will be tracked separately from the routine RIP work.

## **REQUIRED AND STANDARD CLAUSES**

1. Non-Discrimination: The parties will abide by the provisions of Executive Order 11246, as amended; shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. 2000(d) *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. 794) as amended; the Age Discrimination Act of 1975, as amended (89 Stat. 728; 42 U.S.C. 6101 *et seq.*); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religion, or sex in employment and in providing facilities and services to the public.
2. Public Laws: Nothing herein contained 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 the MOA. No member of, or delegate to, or Resident Commissioner in Congress shall be admitted to any share or part of this MOA, or to any benefits that may arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.
3. ANTI-DEFICIENCY ACT: Pursuant to the Anti-Deficiency Act, 31 U.S.C. §1341(a)(1) (1994), nothing contained in this Agreement shall be construed as binding the United States to expend any sum in excess of appropriations made by Congress for the purposes of this Agreement, or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.
4. The parties accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, or their contractors, to the fullest extent permitted by law. All claims will be handled pursuant to applicable law.

5. Contracts awarded by the FHWA in the performance of this MOA will include requirements for the contractor to indemnify and hold harmless the Government from all claims for injuries or damage resulting from its operations, or arising out of the negligent performance of the contract. In the event the United States is paid for damages to property owned by the NPS, then said payment will be forwarded to the NPS.
6. This MOA is subject to all laws governing Federal procurements and all regulations and rules promulgated thereunder, whether now in force or hereafter enacted or promulgated. Nothing in this MOA shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.
7. In the event that a claim is brought under the Federal Tort Claims Act (28 U.S.C. 2671, *et seq.*) against more than one party, it shall be the responsibility of the party receiving the claim to coordinate, with any other named party regarding responsibility to investigate any such claim, to issue an administrative determination as required by that Act, and to assist in the defense of any litigation arising from any such claim. All other parties to this MOA named in any such claim will cooperate in this effort.
8. The parties shall abide by the provisions of Section 1913 (Lobbying with Appropriated Monies) of 18 U.S.C., which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined under this title or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment.

**TERM OF THE AGREEMENT**

This MOA will become effective on the date of the last signature. Either party to this Agreement may terminate participation upon written notice to the other party one hundred and twenty (120) days in advance of the effective date of termination. This agreement may be revised or amended at any time by mutual consent of both parties, and shall be reviewed every five (5) years by both parties.

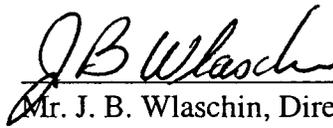
*IN WITNESS THEREOF*, the parties hereto have caused this MOA to be executed by their duly authorized representatives.

Date:

Date: 6/14/00

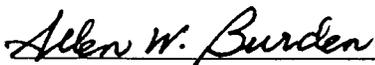
 9/5/00

Mr. Dale Wilking, Chief  
Park Facility Management Division,  
National Park Service



Mr. J. B. Wlaschin, Director  
Office of Program Development  
Federal Lands Highway  
Federal Highway Administration

Date: 9/8/00



Allen W. Burden, PE, Division Engineer  
Eastern Federal Lands Highway Division  
Federal Highway Administration