



MOU No. AZ-931-0309

AMENDMENT #2

→

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE ARIZONA DEPARTMENT OF TRANSPORTATION,
THE FEDERAL HIGHWAY ADMINISTRATION, ARIZONA,
AND
THE BUREAU OF LAND MANAGEMENT, ARIZONA**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION,
THE FEDERAL HIGHWAY ADMINISTRATION, ARIZONA, AND
THE BUREAU OF LAND MANAGEMENT, ARIZONA**

BACKGROUND

I. PURPOSE

This Memorandum of Understanding (MOU) outlines policies and procedures for the Arizona Department of Transportation (ADOT), Arizona Division of Federal Highway Administration (FHWA), and Arizona Bureau of Land Management (BLM) to establish and improve cooperative working relationships for implementing the BLM/FHWA Interagency Agreement Number AA-851-IA2-40 of July 27, 1982 (attached as Appendix A), specifically by:

- A. Developing a mutual understanding of the missions, goals, constraints and responsibilities of the BLM, ADOT and FHWA as they relate to land and resource management practices on public lands under or contiguous to ADOT highways; ADOT development and operation practices on highways located on public lands; and public lands needed for transportation purposes;
- B. Defining BLM, ADOT and FHWA organizational structures and identifying areas of cooperation to facilitate coordinated work efforts;
- C. Developing procedures and standardized methods for communication and coordination; and
- D. Minimizing duplication of work and streamlining work processes.

This MOU provides for a coordinated approach to accomplish land and resource management and transportation development and operation management in completing BLM, ADOT and FHWA goals and objectives. Such coordination is subject to the respective authorities of each agency, and is designed to reduce and, if possible, eliminate duplication of work; to establish procedures for streamlining work processes; to ensure each agency is provided sufficient lead time for proper sequential function; to make more efficient use of and share available resources; and to develop and execute action programs which maximize responsiveness to public needs and concerns.

II. AUTHORITY

The general authorities for this MOU include, but are not limited to, the following:

- A. Federal Land Policy and Management Act of 1976 (Pub.L. 94-579; 90 Stat. 2744), as amended (43 U.S.C. 1701 et seq.).
- B. Taylor Grazing Act of 1934 (Act of June 28, 1934; 48 Stat. 1269), as amended (43 U.S.C. 315).
- C. Various Federal Aid Highway Acts codified in 23 U.S.C.

- D. National Environmental Policy Act of 1969 (Pub.L. 91-190, 83 Stat. 852), as amended (42 U.S.C. 4321 et seq.).
- E. Title IV of the Intergovernmental Cooperation Act of 1968 (Pub. L. 90-577; 82 Stat. 1098), as amended (31 U.S.C. 6501 et seq.).
- F. Federal Grants and Cooperative Agreement Act of 1977 (Pub.L. 95-224; 92 Stat. 3), as amended (31 U.S.C. 6301 et seq.).
- G. Arizona Revised Statutes Sections 28-332 and 28-334.

Other authorities, and regulations for administering such authorities, if applicable, will be cited within the supplemental Operating Agreement attached as an Appendix to this MOU. This MOU provides an operating framework for the 1982 Interagency Agreement (AA 851-IA2-40) between BLM and FHWA, and all amendments, memoranda, and other supplements thereto; and such other State of Arizona and/or Federal legislation and regulations as may apply. This MOU supersedes former MOU No. "BLM-MOU-2800-AZ931-9702", dated May 2, 1997.

III. ORGANIZATION AND WORK FLOW

Refer to Appendix B for description of each agency's organizational structure and a map depicting the geographic boundaries of each agency's organization.

IV. AGENCY RESPONSIBILITIES

- A. FHWA is responsible for administration and management of the Federal-aid highway program and application for right-of-way appropriation consistent with 23 C.F.R. 710.601 Subpart F.
- B. ADOT is responsible for the design, construction and management of the highway system within Arizona for which it has responsibility.
- C. BLM is responsible for administration and management of certain public lands and interests in lands within Arizona.

V. OBJECTIVES

It is the objective of each party to cooperatively design and implement projects that promote transportation efficiency and safety, minimize impacts to the environment and are integrated to BLM land management plans.

- A. It is the objective of BLM, in collaboration with other Federal agencies, State Agencies, tribal governments and the public, to provide for a wide variety of public land uses without compromising the long-term health and diversity of the land and without sacrificing natural, cultural, and historical values.
- B. It is the objective of ADOT to provide a safe and efficient transportation system, together with the means of revenue collection, licensing and safety programs, which meets the needs of the citizens of Arizona.
- C. It is the objective of the FHWA to provide leadership, expertise, resources, and information to improve the quality and safety of Arizona's highway system and intermodal connectors in cooperation with their partners without sacrificing natural and cultural values.

AGREEMENT

VI. AREAS OF COOPERATION

The BLM, ADOT and FHWA recognize the need to work together to develop coordinated action plans; to establish procedures for timely disposition of issues or problems connected with the planning, scoping, environmental studies, design, construction and maintenance of public road systems on BLM-managed public lands in the State of Arizona; and to achieve maximum efficiency from their respective agency funds and personnel. Therefore the parties hereto agree to:

- A. Develop a mutual understanding of each other's missions, goals and objectives.
- B. Develop effective communication by: 1) taking advantage of existing and new forums for issue identification; 2) defining and eliminating communication barriers; and 3) sharing information using appropriate communication vehicles, such as E-mail, video conferencing, etc.
- C. Achieve effective conflict resolution by: 1) developing and implementing a process for resolving conflicts (see Section VIII of this MOU); 2) maintaining a commitment to use the process developed; 3) honoring past commitments; 4) maintaining a solutions-oriented approach; and 5) recognizing the need for flexibility, especially to meet the public safety needs.
- D. Streamline and improve timeliness of review processes by: 1) early involvement of all relevant parties through proactive participation; 2) pooling and sharing of expertise and resources; 3) striving for a single point of contact; 4) eliminating unnecessary paperwork and processing steps; and 5) removing, where feasible and appropriate, FHWA from routine right-of-way transactions.
- E. Coordinate planning processes by: 1) holding, at a minimum, yearly coordination meetings; 2) integrating transportation needs with BLM land use plans; 3) using an interdisciplinary approach throughout all processes; and 4) developing consensus on the environmental review process.
- F. Develop and maintain effective teamwork by: 1) undertaking additional training in team building and partnering; 2) striving for mutual respect; and 3) evaluating the resulting partnership on an annual basis.
- G. Follow the established roles, responsibilities and operating procedures as outlined in the Operating Agreement attached hereto as Appendix C.

In addition, the BLM, ADOT and FHWA agree to develop a programmatic approach to streamline interagency coordination of the NEPA process and reduce repetitive documentation for low impact projects.

VII. COORDINATION MEETINGS

The BLM, ADOT and FHWA agree to hold coordination meetings as follows:

- A. Local coordination meetings or contacts between each BLM Field Office and corresponding ADOT Districts will be held as often as needed, but not less frequently than annually. Attending these meetings will be the BLM Field Manager, FHWA and ADOT District Engineers, and appropriate staffs. The meetings will be scheduled by joint action of the BLM Field Managers and ADOT District Engineers. Other groups, agencies and individuals, as deemed necessary or beneficial to the intent of the meeting, may be invited to attend. The purpose of these local meetings is to:
1. Share information and keep each other informed of progress on ongoing projects and the partnering effort, including developing action items.
 2. Review agency responsibilities, programs and priorities, including preliminary plans which may develop into future cooperative efforts.
 3. Identify additional opportunities for improvement that may require the attention and/or support of the next level of management and/or should be included on the agenda for the State meeting.
 4. Work out exchanges of materials, workers or equipment on a temporary basis and on specific case related work areas where such an arrangement would be to the mutual benefit of the BLM, ADOT and FHWA.
- B. Statewide meetings as necessary, but not less frequently than annually, and preferably after concluding all the local meetings, will be scheduled by joint action of the BLM State Director, ADOT State Engineer, and FHWA Division Administrator or their respective designees. Agenda items and participants will be discussed as needed before the meeting. The purposes of the State meetings are to:
1. Discuss each agency's short and long range plans, annual work plans, and programming processes to provide adequate time for submission of budget requests to ensure simultaneous scheduling of programs and completion of scheduled work.
 2. Develop and maintain procedures designed to coordinate BLM, ADOT and FHWA work on a statewide basis.
 3. Review priorities and designate critical functional and/or geographical areas.
 4. Conduct joint evaluations of the coordination efforts and review of plans and/or completed work.

VIII. CONFLICT RESOLUTION

All parties hereto agree to work cooperatively to minimize conflicts in implementation of this MOU. Where an impasse has been reached, each party agrees to involve relevant agency management as necessary to resolve the conflict as quickly as possible. Final resolution of any continuing impasse will be a matter for determination by the State Director, BLM, Arizona State Office; Director, ADOT; and Division Administrator, FHWA, or their respective designees.

→ A. If an impasse remains, it shall be escalated as follows:

<u>BLM</u>	<u>ADOT PROGRAM DEVELOPMENT</u>	<u>ADOT CONSTRUCTION</u>	<u>ADOT MAINTENANCE</u>	<u>FHWA</u>
Project Manager	Project Manager	Resident Engineer	District Maintenance Engineer/State Natural Resources Manager	Area Engineer or Right-of-Way Officer
Field Manager & District Manager	Group Manager	District Engineer	District Engineer/State Maintenance Engineer	Senior Engineering Manager-- Operations
Deputy State Director, Resources	Deputy State Engineer, Development and/or Operations or Development or State Engineer	Deputy State Engineer, Operations or State Engineer	Deputy State Engineer, Operations and/or State Engineer	Assistant Division Administrator
State Director	Director	Director	Director	Division Administrator

B. When the representatives at the lowest level for each party have reached an impasse and have agreed to escalate an impasse, a meeting date will be established within a time acceptable to all parties. At that time, representatives from both levels will meet to discuss the issues related to the impasse and attempt resolution. If an agreement cannot be reached, then the issue will be escalated to the next level and a meeting date will be established within a time acceptable to all parties. At that time, representatives from all three levels will meet to discuss the issues related to the impasse and attempt resolution. If an agreement cannot be reached, the issue will be escalated to the highest organizational level and a meeting date will be established within a time acceptable to all parties. At that time, all parties at all levels will meet to resolve the issue. If resolution cannot be secured, then at the option of any of the parties hereto, and pursuant to section IX.F. herein, this MOU may be terminated.

C. The parties hereto agree that any resolution to an impasse secured through the

conflict resolution process set forth in this section shall be communicated in writing to all parties (with any communication including the technical, policy or business rationale for the resolution).

IX. ADMINISTRATION

- A. Each party hereto shall fund any activities which it may undertake pursuant to this MOU, or may, on a voluntary basis, assist other parties in the implementation of this MOU. However, if the voluntary assistance identified herein involves a substantial commitment of personnel or other resources, the parties may enter into an appropriate interagency agreement. Nothing in this MOU shall be construed as obligating any of the parties to expend in excess of appropriations authorized by law and administratively allocated for the purposes set forth in this MOU.
- B. BLM and FHWA agree to assume liability for any act or omission of its officers, employees or agents only to the extent legally permissible under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.
- C. No member of, or delegate to, Congress shall be admitted to any share or part of this MOU, or to any benefit that may arise there from, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- D. All parties to this MOU shall comply with all Federal Statutes, including but not limited to those relating to nondiscrimination, employments and civil rights.
- E. This MOU is subject to all applicable Federal and State laws and regulations. Nothing in this MOU is intended to conflict with any Federal statute or regulation. If a conflict is determined to occur, applicable Federal statutes and regulations shall control.
- F. This MOU shall become effective upon signature by all parties and shall continue in effect unless and until it is terminated by written request of at least one of the parties hereto. This MOU shall terminate following the expiration of 30 days after written notice to the other parties of intent to terminate by any party.
- G. This MOU may be amended as necessary by mutual consent of all parties upon issuance of written notification of such modification, signed and dated by all parties.

X. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused Amendment #2 to be executed by the Director, Arizona Department of Transportation; the Division Administrator, Federal Highway Administration, Arizona; and the State Director, Bureau of Land Management, Arizona, on this 21st day of March, 2006.

ARIZONA DEPARTMENT OF TRANSPORTATION

BY: *Victor Mendez*
Victor Mendez
Director

3/21/06
Date

FEDERAL HIGHWAY ADMINISTRATION, ARIZONA

BY: *Robert E. Hollis*
Robert E. Hollis
Arizona Division Administrator

March 21, 2006
Date

BUREAU OF LAND MANAGEMENT, ARIZONA

BY: *Elaine Y. Zielinski*
Elaine Y. Zielinski
State Director

3/21/06
Date

AA 851-1A2-40
INTERAGENCY AGREEMENT

Bureau of Land Management
and
Federal Highway Administration

I. Purpose. This Interagency Agreement provides procedures by which the Secretary of Transportation acting through the Federal Highway Administration (FHWA) may appropriate public lands for highway rights-of-way and sources of materials for the Federal-aid Highway System and those classes of highways provided for in Chapter 2, 23 U.S.C. The lands appropriated are for use by the States for highways and/or highway material purposes. The appropriation is subject to conditions the Secretary of the Interior acting through the Bureau of Land Management (BLM) may deem necessary for adequate protection and utilization of the public land and protection of the public interest.

II. Authority.

- A. The Federal Land Policy and Management Act of 1976, 90 Stat. 2766, 43 U.S.C. 1737.
- B. The Act of August 27, 1958, as amended, 23 U.S.C., Sections 107(d) and 317.

III. Procedures. BLM and FHWA recognize the need for streamlined procedures by which the FHWA may appropriate BLM-administered public lands for highway and highway materials for the Federal-aid System and those classes of highways provided for in Chapter 2, 23 U.S.C. To accelerate the appropriation process, FHWA and BLM agree to the following procedures:

- A. FHWA will notify BLM, as far in advance as possible, of any highway project being contemplated and arrange a meeting with the BLM authorized officer and the participating State agency to discuss the proposed project to ascertain whether or not the appropriation of the lands for highway or highway materials is consistent with BLM resource management programs and develop a plan of action to complete the appropriation within a reasonable time.
- B. It will be the responsibility of FHWA to comply with the National Environmental Policy Act and other legal requirements in arriving at its determination that the lands are necessary for the project.

Encl. 1-1

- C. FHWA shall submit to the authorized officer of BLM a written request for appropriation, accompanied by a map showing the location of lands it desires to appropriate, a statement of its determination that the lands are necessary for the project, a copy of the environmental assessment, and/or a copy of the environmental impact statement.
- D. The authorized officer of the BLM, after receipt of the request and attachments, shall review the material and, within a period of four months, notify FHWA, in writing, either (a) that the appropriation would be contrary to the public interest or inconsistent with the purposes for which the public lands or materials are being managed or (b) that BLM is in agreement with the appropriation subject to conditions of adequate protection and utilization of the public lands. If within a period of four months, the Bureau of Land Management has not responded, in writing, to the request for appropriation, such lands may be considered appropriated by FHWA and transferred to the State for right-of-way purposes as requested.
- E. Disagreement to the appropriation will be in the form of a letter, from BLM to FHWA, clearly stating the reasons why such an appropriation would be contrary to the public interest or inconsistent with the purposes for which the public lands or materials are being managed.
- F. Agreement to the appropriation will be in the form of a "Letter of Consent" which clearly states the conditions under which the agreement is given. These conditions involve the following:
1. Resolution of existing valid claims and use authorizations.
 2. Granting authority to FHWA within the appropriation is limited to rights-of-way for the Federal-aid Highway System and those classes of highways provided for in Chapter 2, 23 U.S.C.
 3. BLM retains the authority to grant additional right-of-way uses within and across the appropriated highway or material site right-of-way. Such additional uses include, but are not limited to, transportation and utility systems for water, power, communications, oil and gas, or any other facilities which are in the public interest, are not directly associated with highway use, operation and related highway purposes, and are not inconsistent with Title 23 of the U.S. Code. The FHWA shall be consulted prior to the issuance of such authorizations.

Encl. 1-2

4. The appropriation will automatically terminate if construction is not started within ten (10) years or sooner if agreed upon.
 5. Conditions providing for development and use of the adjacent public lands, such as, reasonable access and signing.
 6. Conditions protecting the adjacent public lands from right-of-way construction and maintenance activities which may cause off right-of-way adverse effects, such as, wildfire, chemical control of vegetation and animals, runoff drainage and revegetation with non-native species.
- G. FHWA, when transferring the highway right-of-way or highway material appropriation to the State will make it subject to BLM's conditions as contained in the "Letter of Consent". FHWA will administer these conditions. BLM will work with or through FHWA when they observe non-compliance to the appropriation "Letter of Consent" conditions.
- H. When the need for the appropriation no longer exists and the State has reasonably rehabilitated the area to protect the public and environment, FHWA will notify BLM in writing. Upon receipt of this notice and acceptance of the rehabilitation, the lands appropriated shall revert to the BLM.
- I. A copy of the right-of-way use document from FHWA to the respective State shall be furnished to the BLM authorized officer.
- J. Amendments to or modifications of this Interagency Agreement may be initiated by either party, but shall not become effective or binding until agreed upon by both parties.
- IV. Tenure. This document shall become effective upon the revocation of 43 CFR 2820-Roads and Highways and shall remain in effect unless terminated by mutual agreement or one agency after giving the other agency thirty (30) days prior written notice.

H ROBERT F. BURFORD
Director, Bureau of Land Management

S R.A. BARNHART
Administrator, Federal
Highway Administration

7-1-82

Date

7-27-82

Date

ORGANIZATION AND WORK FLOW

A. Bureau of Land Management

- 1. Arizona BLM organizational structure consists of three levels of line management—Field Managers, District Managers and the State Director. Decision-making authority for most actions occurring on public lands has been delegated to the respective Field Managers within the following seven Field Offices administering BLM public lands in Arizona:
 - a. Colorado River District
 - (1) Yuma Field Office – Yuma, Arizona
 - (2) Lake Havasu Field Office – Lake Havasu City, Arizona
 - (3) Kingman Field Office – Kingman, Arizona
 - b. Phoenix District
 - (1) Phoenix Field Office – Phoenix, Arizona
 - c. Arizona Strip District
 - (1) Arizona Strip Field Office – St. George, Utah
 - d. Gila District
 - (1) Tucson Field Office – Tucson, Arizona
 - (2) Safford Field Office – Safford, Arizona
- 2. Staff positions provide technical and administrative assistance and support to both levels of line management. One additional level of staff assistance is available at the BLM National applied Resource Science Center in Denver, Colorado.
- 3. BLM's customary internal workflow is from the technical staff specialist to the Field Manager and from the Field Manager to the State Director. Generally, on intergovernmental working relationships, the Field Managers and their staffs work with their local counterpart, and the State Director and his/her staff work with State and field offices.

B. Arizona Department of Transportation

- 1. ADOT operates under a centralized structure with the primary support offices in Phoenix. There are ten districts throughout the State as follows:

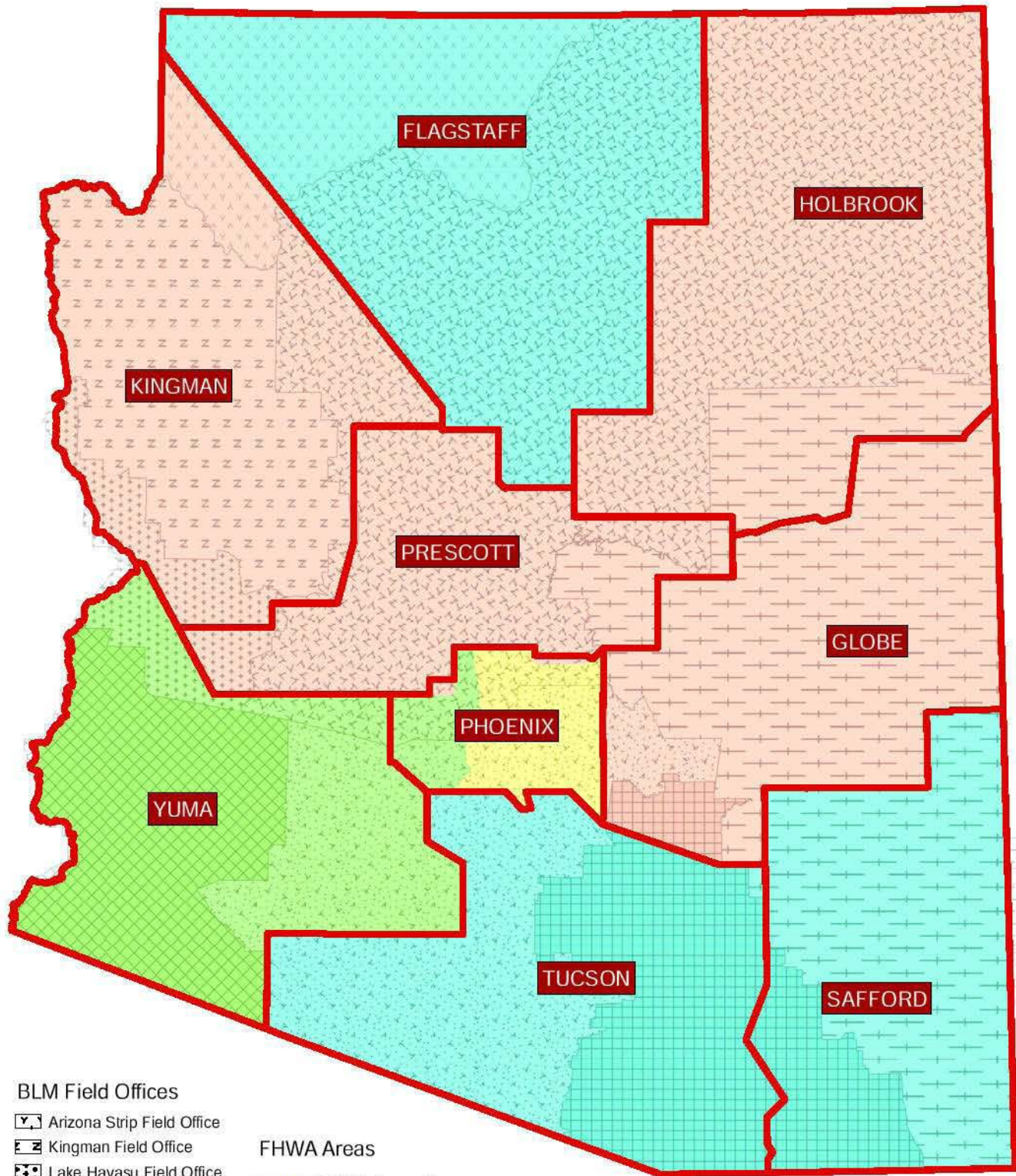
Kingman	Flagstaff
Globe	Holbrook
Yuma	Tucson
Safford	Phoenix Maintenance
Phoenix Construction	Prescott

2. Each District maintains the roadways within their District boundaries. Additionally, they support local customers by reviewing customer needs, concerns and opportunities. Each District has a support administration team, a construction team and a maintenance team.
3. The ADOT central office, located in Phoenix, provides the technical support for all of ADOT. This office provides engineering, right-of-way, environmental, project development, utility location and computer technical support.

C. Federal Highway Administration

1. The Arizona Division organizational structure consists of three levels of line management: District Engineer, Assistant District Administrator, Division Administrator.
- 2. The Division Office uses an Operations Team organizational structure. The leadership of the Operations Team is led by a District Engineer who has administrative authority statewide. The Team includes an Environmental Specialist with oversight responsibilities on environmental issues for the entire State and five Area Engineers with responsibilities as delineated in Paragraph 3 below.
- 3. Each Area Engineer has oversight responsibilities for project development, environment and project approvals. The Area Engineer designated A-1 is responsible for activities in ADOT's Phoenix (East/Central) District. The Area Engineer designated A-2 is responsible for activities in ADOT's Tucson, Flagstaff and Safford Districts. The Area Engineer designated A-4 is responsible for ADOT's Prescott, Globe, Holbrook and Kingman Districts. The Area Engineer designated A-5 is responsible for activities in ADOT's Phoenix (West) and Yuma Districts.
4. In addition, the Arizona Division has a Right-of-Way Officer responsible for right-of-way actions and issues for the entire State.

ADOT Engineering Districts, BLM Field Offices, and FHWA Boundaries



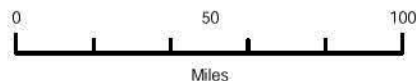
BLM Field Offices

- Arizona Strip Field Office
- Kingman Field Office
- Lake Havasu Field Office
- Lower Sonoran Field Office
- Phoenix Field Office
- Safford Field Office
- Tucson Field Office
- Yuma Field Office

FHWA Areas

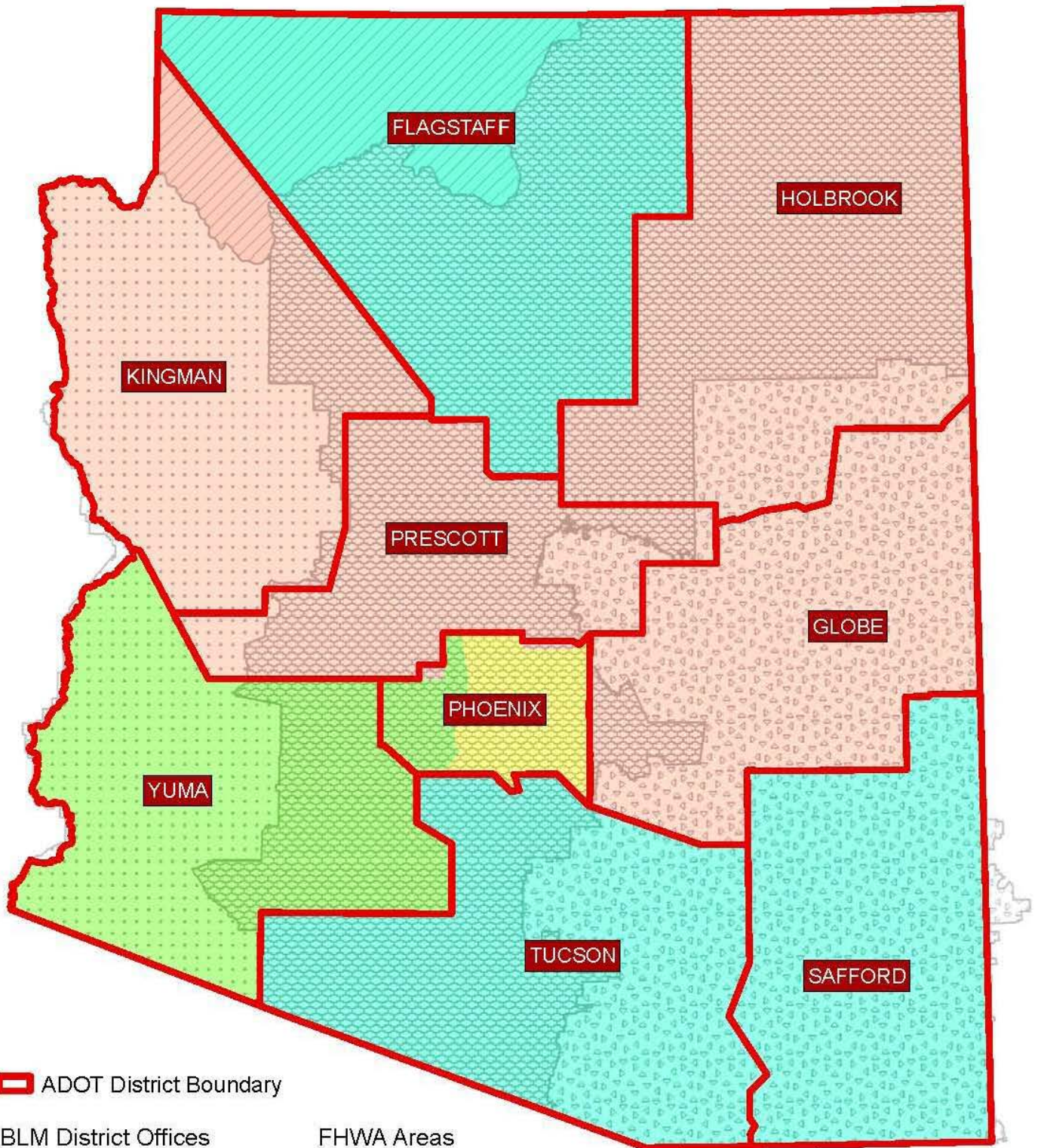
- FHWA Area 1
- FHWA Area 2
- FHWA Area 3
- FHWA Area 4


ADOT District Boundary



Prepared by:
 Arizona Department of Transportation
 Planning Division, Data Bureau GIS Section
 (602) 712-7333
 February, 2006

ADOT Engineering Districts, BLM District Offices, and FHWA Boundaries







 ADOT District Boundary

BLM District Offices

-  Arizona Strip District
-  Colorado River District
-  Gila District
-  Phoenix District

FHWA Areas

-  FHWA Area 1
-  FHWA Area 2
-  FHWA Area 3
-  FHWA Area 4



Prepared by:
Arizona Department of Transportation
Planning Division, Data Bureau GIS Section
(602) 712-7333 February, 2006



APPENDIX C

OPERATING AGREEMENT

RELATED TO HIGHWAY PROJECTS

BETWEEN

THE BUREAU OF LAND MANAGEMENT, ARIZONA

THE ARIZONA DEPARTMENT OF TRANSPORTATION

AND

THE FEDERAL HIGHWAY ADMINISTRATION, ARIZONA

SUPPLEMENTING

MEMORANDUM OF UNDERSTANDING

NO. AZ-931-0309

→ Amendment #2

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COMMON ACRONYMS & ABBREVIATIONS AND GLOSSARY OF TERMS