





**MONTGOMERY COUNTY DEPARTMENT OF PARKS**  
THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION




MCPB 10/25/07  
Item No. 10

October 22, 2007

**MEMORANDUM**

**TO:** Montgomery County Planning Board

**VIA:** Gwen Wright, Acting Planning Director   
Mary Bradford, Director of Parks 

**FROM:** Michael F. Riley, Acting Deputy Director of Parks   
Mary G. Dolan, Acting Chief, Countywide Planning Division, Planning Department   
Doug Alexander, Acting Chief, Park Development Division, Department of Parks 

**SUBJECT:** Request for Special Appropriation to FY08 Budgets for Planning Department and Parks Department to Provide Staff Resources for Intercounty Connector Design & Construction Activities

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**Staff Recommendation**

Staff recommends Planning Board approval to request a special appropriation for FY 2008 to hire two full-time staff (1.0 workyear), one for the Countywide Planning Division and one for the Community Based Planning Division within the Planning Department, and two full-time staff (1.1 workyears) in the Department of Parks. These staff positions are needed to assist in the review and evaluation of design submittals by the Design-Build contractor and other construction and design materials by the SHA for the Intercounty Connector. Staff recommends a sum of \$206,000, \$106,000 for Parks and \$100,000 for Planning for the period remaining in FY2008, with the understanding that additional funding will be required for the duration on the full project, expected to conclude in FY 2012. Staff recommends the Planning Board approve this request for transmittal to the County Council and County Executive as an

FY08 Special Appropriation Request. Additional workyears will be requested in the FY2009 budget.

### Background

Since the completion of the ICC FEIS and Record of Decision, a Design-Build contractor has been selected by the SHA to carry forward the detailed design and construction for that portion of the roadway from I-370 to Route 97, Georgia Avenue, known as Contract A, followed by two other contracts (B & C) completing the ICC in Montgomery County.

Pursuant to those actions, all state and federal agencies participating in the Interagency Working Group have signed a 14 June 2006 Memorandum of Understanding with the SHA (see Attachment 1) to provide timely review of ICC updates throughout design, construction and post construction monitoring. While the M-NCPPC was a non-signatory party to this MOU, it has nonetheless been actively participating, and attempting to review and respond in a timely manner to actions of the SHA and its contractors. A main element of the MOU is a very short turnaround time for review of materials of concern, usually four business days. At its October 16 worksession with the Planning Board on the Semi-Annual Report, the County Council directed the Board to return with a request for positions to respond to the need identified in the Semi-Annual Report.

In order for staff to have a real opportunity to influence aspects of the design that are locally important, we must adhere to the ICC project schedule. Over the last month or more, the volume and pace of such materials for review has markedly increased causing severe demands on park and planning staff, even with a dedicated person in the Department of Parks. Several submittals are received electronically each day that must be opened, copied, referred to the correct staff and analyzed for impacts on the environment and park property. Extensive coordination must occur and comments packaged for SHA in 2-4 days.

There are more than 75 CM/ES projects proposed for the ICC that are subject to the mandatory referral process, of which 45 are entirely or partially on parkland. The ICC itself crosses four major stream valley parks (Rock Creek, North Branch, Northwest Branch, and Paint Branch) and will be immediately adjacent to numerous smaller parks.

Staff anticipates that the flow of these review materials will continue unabated during the life of Contract A and continuing through Contracts B and C, as the process of design-build continues until the roadway in Montgomery County is completed. Originally we thought that the review process for each contract would be completed before the other contract starts. However, this is not the case and all the reviews for all three contracts overlap. This requires more staff to review the same amount of documents within a shorter time period. This effort is assigned to the Countywide Planning Division and part of the Community-Based Planning

Division in the Planning Department and to the Park Planning and Stewardship Division and Park Development Division in the Department of Parks.

Summary

Staff seeks Planning Board approval to forward this request to the County Council and County Executive as a special appropriation to the FY 2008 for \$100,000 and 1.0 workyear in the Planning Department (Administration Fund) budget and \$106,000 and 1.1 workyears for the Department of Parks (Park Fund) budget.

Attachment

**MEMORANDUM OF UNDERSTANDING**

**Intercounty Connector Project**

By and Among

**The Federal Highway Administration, State Highway Administration and the Maryland  
Transportation Authority**

And

**The Federal and State Resource and Permitting Agencies**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), made and entered into this Fourteenth (14<sup>th</sup>) day of June, 2006 by and among the State Highway Administration of the Maryland Department of Transportation and the Maryland Transportation Authority, their successors and assigns, acting on behalf of the State of Maryland, and the Federal Highway Administration hereinafter collectively called the "LEAD AGENCIES (LAs)", and the Federal and State Resource Agencies, their successors and assigns, hereinafter called the "RESOURCE AGENCIES (RAs)", and the Federal and State Regulatory Agencies, their successors and assigns, hereinafter called the "PERMITTING AGENCIES (PAs)". The LAs, the RAs, and the PAs shall be, collectively, the PARTIES hereto.

WHEREAS, it is the goal of the LAs to maintain their partnership with the PAs and RAs to assure that the avoidance, minimization, mitigation, and environmental stewardship efforts to which LAs have committed through the Record of Decision (ROD), are realized through the design, construction, and monitoring of the selected alternative for the Intercounty Connector hereinafter, the "Preferred/Selected Alternative". It is also the goal of the LAs, PAs and RAs to accomplish said partnership maintenance while adhering to construction schedules and by taking full advantage of the benefits associated with a Design-Build Process. To achieve this goal, the PARTIES will make every reasonable effort to follow the agreed-upon schedules and the established dispute resolution process. The purpose of this Memorandum of Understanding (MOU) is to document and set forth these goals to ensure cooperation and communication on environmental resource issues (social, natural and cultural) through the design, construction, and monitoring of the Intercounty Connector; and

WHEREAS, the Interagency Working Group (IAWG) was established to provide technical expertise and to guide the preparation of information in the environmental planning documents and permit applications for the Intercounty Connector. The IAWG consists of environmental managers or staff from the Federal, State, and local agencies involved in the project. It is the IAWG's goal to establish a collaborative setting within which the PARTIES hereto may complete the design, construction, and monitoring of the Preferred/Selected Alternative, by building trust, communication, and cooperation, by identifying and resolving issues early and quickly, by recognizing and respecting agency roles and responsibilities, and by working in partnership to develop technical methodologies and analyses. The IAWG began its coordination meetings in July 2003 and met an average of once per month through the FEIS review period to develop recommendations on a wide range of issues, to review avoidance and minimization alternatives, conceptualize mitigation and environmental stewardship opportunities, and address specific agency information and requirements associated with the project, thereby allowing for informed decision making on preliminary planning with concomitant consideration given to the environmental impacts of the Preferred/Selected Alternative and other alternatives evaluated in the Final Environmental Impact Statement (FEIS) for the Intercounty Connector; and

WHEREAS, the Principals +1 (P+1) was established to build agreements on policy issues and to reach consensus whenever reasonably possible and promptly identify any issues or disputes arising out of the IAWG, on which consensus could not be reached. The P+1 consist of the executive/policy level principals and one or more staff person(s) from each of the Federal and State agencies of the IAWG. The P+1 have met at project milestones and as requested. The P+1 also agreed to resolve disputes pursuant to an agreed Dispute Resolution Process (Exhibit 1, attached hereto; hereinafter, the "DRP"); and

WHEREAS, the Lead Agencies, the Federal, State and local agencies participating in the IAWG include the following:

LEAD AGENCIES (LA):

- Federal Highway Administration (FHWA)
- State Highway Administration (SHA)
- Maryland Transportation Authority (MdTA)

PERMITTING AGENCIES (PA):

- US Army Corps of Engineers (USACE)
- Maryland Department of the Environment (MDE)

RESOURCE AGENCIES (RA):

- Maryland Department of Planning (MDP)
- Maryland Department of Natural Resources (DNR)
- Maryland Historical Trust / Maryland State Historic Preservation Office (MHT/MD SHPO)
- National Park Service (NPS)
- US Environmental Protection Agency (EPA)
- US Fish and Wildlife Service (USFWS)

COUNTY AGENCIES (CA):

- Maryland-National Capital Park and Planning Commission/Montgomery County (M-NCPPC/MC)
- Maryland-National Capital Park and Planning Commission/Prince George's County (M-NCPPC/PGC)
- Montgomery County Department of Public Works and Transportation (MCDPWT)
- Prince George's County Department of Public Works and Transportation (PGCDPWT); and

WHEREAS, the LAs, PAs and RAs desire to offer CAs identified above the opportunity to continue to participate in the IAWG as long as CAs agree to the respective obligations set forth herein; and

WHEREAS, the IAWG provides a forum in which the PARTIES and CAs may address and resolve in a timely manner, issues of mutual concern as these arise. The IAWG-generated issues will continue to be quickly facilitated by a neutral third party, who will assist the LA and the IAWG participants in conducting the IAWG meetings as contemplated in the MOU and will aid in the timely resolution of any disputes, as needed. The IAWG will function collaboratively and by consensus whenever appropriate and possible. In the absence of consensus, disputes will be addressed by the LA or the P+1 group as necessary or appropriate. The P+1 group also will operate collaboratively and by consensus whenever appropriate and possible. If and when disputes among any of the PARTIES cannot be resolved, the three-

step DRP, as outlined in Exhibit 1, shall be followed. The neutral third party also will facilitate P+1 meetings and the DRP; and

WHEREAS, the LAs are planning to construct the Preferred/Selected Alternative of the Intercounty Connector (hereinafter the "PROJECT") as well as Environmental Stewardship and mitigation measures as set forth in the ROD; and

WHEREAS, the PROJECT components include planning, design, and construction of the Intercounty Connector; and

WHEREAS, the PROJECT has been issued a ROD and has been authorized by the USACE Permit and the Maryland Department of the Environment (MDE) Permit (hereinafter the "PERMITS"). This MOU shall not supersede the PERMITS; or conflict with any permit review process under which these PERMITS may be modified, or any of the authority or responsibilities of the agencies issuing said PERMITS; and

WHEREAS, the PARTIES and CAs recognize that additional permits may be necessary for certain mitigation and environmental stewardship projects; and

WHEREAS, it is the intention of the PARTIES that mitigation and environmental stewardship projects requiring additional permits from the PAs will become subject to the terms of this MOU at such time as permits are issued for those activities, and mitigation and environmental stewardship projects not requiring permits from the PAs will become subject to the terms of this MOU at such time as they are approved for implementation by the LAWG and receive any required approvals from the RAs and CAs; and

WHEREAS, the LAs and the MHT/MD SHPO executed a Memorandum of Agreement (MOA), dated December 14, 2005, which establishes stipulations that the LAs will implement to consider and account for all appropriate and relevant effects of the PROJECT on historic properties, pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f). This MOU shall neither supersede nor conflict with the stipulations set forth in the MOA, or any of the authority or responsibilities of the signatory parties to the MOA; and

WHEREAS, in order to meet ROD Commitments and PERMIT requirements, the LAs will design, construct, and maintain the PROJECT as described hereinafter and depicted in the Conceptual Plans (allowing some flexibility to make appropriate modifications in coordination with the PAs and RAs) hereinafter called the "PLANS"; and

WHEREAS, the PROJECT will be delivered through Design-Build, in accordance with the ROD Commitments and the PERMITS, and through the coordinated efforts of the LAs, PAs, RAs and CAs.

NOW, THEREFORE WITNESSETH, that for and in consideration of the mutual commitments and obligations made in this MOU by and between the PARTIES hereto, the LAs, PAs and RAs agree as follows:

## I. LA RESPONSIBILITIES

- A. LAs will develop and maintain a Commitment Tracking Database (CTD) that will display commitments made in the FEIS, ROD and those required by the PERMITS, as well as those that may be made during subsequent studies, design, and construction.
- B. LAs will continue the IAWG meetings monthly or as needed to provide project updates and solicit discussion, analysis and development of aspects of the project, including but not limited to, projects design, water quality monitoring, information on program elements, successes, challenges, compliance levels, and overall project progress.
- C. LAs will implement the Environmental Management Plan (EMP) as described in the FEIS, for the duration of design, construction, and post-construction monitoring of the PROJECT, including both completion of the roadway and its related compensatory mitigation and environmental stewardship projects.
- D. LAs will establish and implement an Environmental Management Team (EMT), as provided in the EMP, and whose responsibility is to oversee and track the implementation of all commitments and considerations in the CTD. This team will be managed by the Environmental Manager (EM), as provided in the EMP.
- E. LAs will provide updates at the IAWG meetings to the PAs, RAs and CAs on any permit modification requests.
- F. LAs will track the implementation of all mitigation and environmental stewardship commitments through construction and post-construction monitoring to ensure that individual stages of the PROJECT successfully comply with the goals established for the mitigation and environmental stewardship requirements set forth in the Conceptual Mitigation and Environmental Stewardship packages as set forth in the ROD and applicable permits.
- G. The LAs will provide an Independent Environmental Monitor (IEM), acting on behalf of the PAs, who will participate in the IAWG process during design through construction completion and post-construction monitoring. The IEM will not have been affiliated with the design or construction aspects of the PROJECT.
- H. LAs will inform the PAs, RAs, and CAs of any non-compliance with the ROD, the PERMITS, or the MOU within two working days of such identification.
- I. The LAs will request permit modifications, initiate NEPA re-evaluations, initiate NEPA clearances, address updates to the CTD and other actions requiring PA and RA input and decisions with as much PA and RA review times as possible to maintain the critical path. In general, for permit modifications and design reviews, the RAs are expected to respond within four business days to the PAs and the PAs are expected to respond to the LAs within five business days. However, the EM or the EM's designee may vary response times from these expectations based on the priority of any given issue.
- J. The EM or the EM's designee is authorized to specify certain items as time-critical and to designate the requested timeframe for the PAs to respond, and to request any input from the RAs or CAs. This specification and designation of response timeframes will occur on a case-by-case basis.

- K. LAs will provide the PAs, RAs and CAs with a quarterly update in the CTD of PROJECT compliance with all environmental commitments. The update could be more frequent, with respect to conditions of a permit, if requested by a PA.
- L. LAs, through the EMT, will provide updates to, and solicit input from, the PAs, RAs, and CAs at the IAWG meetings regarding progress of the PROJECT and the status of any modification of the PERMITS or ROD commitments. The PARTIES and CAs intend that these IAWG meetings, together with the concurrent notifications of any non-compliance issues, will provide a proactive environment for ongoing collaboration, coordination, communication, and resolution of issues both quickly and efficiently at the project delivery and PAs/RAs level. The PARTIES also intend that the IAWG will ensure that problems are collaboratively addressed first at the technical level whenever possible by staff having specific project knowledge and relevant experience, and then by the IAWG as a whole.
- M. LAs will provide updates to the PAs, RAs, and CAs on Mitigation and Environmental Stewardship efforts at IAWG meetings, including, but not limited to, updates of baseline field data, periodic site reviews, design plans, and post-construction monitoring.
- N. LAs will respond to any discovery identified by the PAs and RAs within one working day after the date of notification of such discovery.
- O. If the P+1 group is convened or the DRP initiated, the LAs will meet as needed and abide by the DRP appended as Exhibit 1 to this MOU.

## II. PAs and RAs RESPONSIBILITIES

- A. PAs and RAs will designate and provide written notification to the IAWG of a primary and secondary contact for the PROJECT. When the primary representative of any of the PAs or RAs shall not be available, the secondary contact person designated by that PA or RA shall be available to assure timely response to requests for information from the LAs.
- B. PAs and RAs will make every reasonable effort to participate in IAWG meetings to provide input and comments on PROJECT updates throughout design, construction, and post-construction monitoring.
- C. PAs will provide timely response (within five business days, unless specified as time-critical or not time-critical by the EM or the EM's designee) to the LAs through all phases of the PROJECT permit compliance and modifications, and design concepts, pursuant to the EMP. If any RA shall not have provided comment to the PAs within the specified timeframe (within four business days, unless specified as time-critical by the EM or the EM's designee) the PAs will respond independently. If a complete response regarding complex non time-critical issues cannot be provided within the specified timeframe, the PAs still must provide a timely response stating when the necessary information will be made available.
- D. PAs and RAs will make every reasonable effort to notify the LAs of any discovery of non-compliance with the ROD, the MOA, or the PERMITS within one working day of such discovery.
- E. PAs and RAs will follow access and safety protocols established by the LAs when conducting on-site inspection of construction activities with the LAs.



- F. If the P+1 group is convened or the DRP initiated, the PAs and RAs will meet as needed and abide by the process set forth in the DRP.

### III. CAs RESPONSIBILITIES

- A. CAs will make every reasonable effort to participate in IAWG meetings to provide input and comments on PROJECT updates throughout design, construction, and post-construction monitoring.
- B. CAs will make every reasonable effort to notify the LAs of any discovery of non-compliance with the ROD, the MOA, or the PERMITS within one working day of such discovery.
- C. CAs will follow access and safety protocols established by the LAs when conducting on-site inspection of construction activities with the LAs.
- D. CAs will designate and provide written notification to the IAWG of a primary and secondary contact for the PROJECT. When the primary representative of any of the CAs shall not be available, the secondary contact person designated by that CA shall be available to assure timely response to requests for information from the LAs.
- E. CAs will provide timely response (within four business days, unless specified as time-critical or not time-critical by the EM or the EM's designee) to the LAs through all phases of the PROJECT, permit compliance and modifications, and design concepts, pursuant to the EMP. In instances where comments are on permit modifications, the CA shall provide comments to the LAs and PAs within the specified timeframe (within four business days, unless specified as time-critical by the EM or the EM's designee).

### IV. TERMINATION OF MOU

This MOU between and among the LAs, PAs and RAs shall terminate at the completion of highway construction and construction and monitoring of the mitigation and stewardship sites. A party may terminate its participation in this MOU by providing written notice to all the other PARTIES. The termination shall be effective on the sixtieth calendar day following notice, unless a later date is set forth. However, termination of participation in this MOU shall in no way modify the terms or conditions of a Permit for the PROJECT. Notice of termination by any party shall trigger a review under Section VI.F.

### V. NOTICES AND COMMUNICATION

Notices and all other communications required under the terms of this MOU shall be made or sent to the following (primary and secondary designee) by email, facsimile, or express mail service. The five business day limit for timely response shall begin the day after the deliverable shall have been transmitted.

A. If to the LAs:

Federal Highway Administration (FHWA)

Primary Contact Person:	Jitesh Parikh
Email:	<a href="mailto:Jitesh.parikh@fhwa.dot.gov">Jitesh.parikh@fhwa.dot.gov</a>
Mailing Address:	City Crescent Building 10 South Howard Street,

Secondary Contact Person: Suite 2450  
Baltimore MD 21201  
Hassan Raza  
Email: [Hassan.raza@fhwa.dot.gov](mailto:Hassan.raza@fhwa.dot.gov)  
Mailing Address: City Crescent Building  
10 South Howard Street,  
Suite 2450  
Baltimore MD 21201

State Highway Administration (SHA)

Primary Contact Person: Melinda Peters  
Email: [mpeters@sha.state.md.us](mailto:mpeters@sha.state.md.us)  
Mailing Address: 707 N. Calvert Street, Mail stop C-102  
Baltimore MD 21202

Secondary Contact Person: Robert Shreeve  
Email: [rshreeve@sha.state.md.us](mailto:rshreeve@sha.state.md.us)  
Mailing Address: 707 N. Calvert Street, Mail stop C-102  
Baltimore MD 21202

Maryland Transportation Authority (MdTA)

Primary Contact Person: Joe Waggoner  
Email: [jwaggoner@mdta.state.md.us](mailto:jwaggoner@mdta.state.md.us)  
Mailing Address: 2310 Broening Hwy.  
Baltimore MD 21224

Secondary Contact Person: Geoff Kolberg  
Email: [gkolberg@mdta.state.md.us](mailto:gkolberg@mdta.state.md.us)  
Mailing Address: 300 Authority Drive  
Baltimore MD 21222

B. If to the PAs:

US Army Corps of Engineers (USACE)

Primary Contact Person: Paul Wettlaufer,  
Transportation Program Manager  
Email: [paul.wettlaufer@usace.army.mil](mailto:paul.wettlaufer@usace.army.mil)  
Mailing Address: District Baltimore  
PO Box 1715  
Baltimore, MD 21203

Secondary Contact Person: Janet Vine,  
Chief, Regulatory Branch  
Email: [Janet.Vine@usace.army.mil](mailto:Janet.Vine@usace.army.mil)  
Mailing Address: District Baltimore  
PO Box 1715  
Baltimore, MD 21203

Maryland Department of the Environment (MDE)

Primary Contact Person: Elder A. Ghigiarelli, Jr.,  
Deputy Administrator,  
Wetlands and Waterways Program  
Email: [eghigiarelli@mde.state.md.us](mailto:eghigiarelli@mde.state.md.us)  
Mailing Address: Maryland Department of the Environment  
1800 Washington Blvd., Ste. 430

Baltimore, MD 21230-1718

Secondary Contact Person: Gary T. Setzer, Program Administrator  
Wetlands and Waterways Program  
Email: [gsetzer@mde.state.md.us](mailto:gsetzer@mde.state.md.us)  
Mailing Address: Maryland Department of the Environment  
1800 Washington Blvd., Ste. 430  
Baltimore, MD 21230-1718

C. If to the RAs:

Maryland Department of Planning (MDP)

Primary Contact Person: David T. Whitaker, AICP, Manager -- Transportation  
Planning  
Email: [dwhitaker@mdp.state.md.us](mailto:dwhitaker@mdp.state.md.us)  
Mailing Address: Maryland Department of Planning  
301 West Preston Street, Suite 1101  
Baltimore MD 21201  
Secondary Contact Person: Bihui Xu, AICP, Transportation Planner  
Email: [bxu@mdp.state.md.us](mailto:bxu@mdp.state.md.us)  
Mailing Address: Maryland Department of Planning  
301 West Preston Street, Suite 1101  
Baltimore MD 21201

Maryland Department of Natural Resources (DNR)

Primary Contact Person: Greg Golden (o) 410-260-8334, (cell) 240-687-8885  
Email: [ggolden@dnr.state.md.us](mailto:ggolden@dnr.state.md.us)  
Mailing Address: MD Department of Natural Resources  
Environmental Review Unit  
Tawes State Office Building, B-3  
580 Taylor Avenue  
Annapolis MD 21401

Secondary Contact Person: Ray C. Dintaman (o) 410-260-8331  
Email: [rdintaman@dnr.state.md.us](mailto:rdintaman@dnr.state.md.us)  
Mailing Address: MD Department of Natural Resources  
Environmental Review Unit  
Tawes State Office Building, B-3  
580 Taylor Avenue  
Annapolis MD 21401

Third Contact Person: Roland Limpert (o) 410-260-8333  
Email: [rlimpert@dnr.state.md.us](mailto:rlimpert@dnr.state.md.us)  
Mailing Address: MD Department of Natural Resources  
Environmental Review Unit  
Tawes State Office Building, B-3  
580 Taylor Avenue  
Annapolis MD 21401

Maryland Historical Trust / Maryland State Historic Preservation Office (MHT/MD SHPO)

Primary Contact Person: Elizabeth Cole, Administrator, Project Review & Compliance 410-514-7631 410-987-4071 (Fax)

Email: [BCole@mdp.state.md.us](mailto:BCole@mdp.state.md.us)

Mailing Address: Administrator, Project Review & Compliance  
Maryland Historical Trust  
100 Community Place  
Crownsville, MD 21032

Secondary Contact Person: Dixie Henry, Preservation Officer, Project Review & Compliance 410-514-7638 410-987-4071 (Fax)

Email: [dhenry@mdp.state.md.us](mailto:dhenry@mdp.state.md.us)

Mailing Address: Maryland Historical Trust  
100 Community Place  
Crownsville, MD 21032

National Park Service (NPS)

Primary Contact Person: Susan Hinton  
Email: [susan\\_hinton@nps.gov](mailto:susan_hinton@nps.gov)  
Mailing Address: 1100 Ohio Drive SW  
Washington, DC 20242

Secondary Contact Person: John Parsons  
Email: [john\\_parsons@nps.gov](mailto:john_parsons@nps.gov)  
Mailing Address: 1100 Ohio Drive SW  
Washington, DC 20242

US Environmental Protection Agency (EPA)

Primary Contact Person: Barbara Rudnick  
215-814-3322 Fax 215-814-2783  
Email: [Rudnick.Barbara@epamail.epa.gov](mailto:Rudnick.Barbara@epamail.epa.gov)  
Mailing Address: US EPA Region III (3EA30)  
1650 Arch Street, Phila, PA 19103

Secondary Contact Person: Bill Schultz  
Email: [bill\\_schultz@fws.gov](mailto:bill_schultz@fws.gov)  
Mailing Address: 177 Admiral Cochrane Dr.  
Annapolis, MD 21401

US Fish and Wildlife Service (USFWS)

Primary Contact Person: Bill Schultz  
Email: [bill\\_schultz@fws.gov](mailto:bill_schultz@fws.gov)  
Mailing Address: 177 Admiral Cochrane Dr.  
Annapolis, MD 21401

Secondary Contact Person: Bob Zepp

Email: [bob\\_zepp@fws.gov](mailto:bob_zepp@fws.gov)  
Mailing Address: 177 Admiral Cochrane Dr.  
Annapolis, MD 21401

D. If to the CAs:

Maryland-National Capital Park and Planning Commission/Montgomery County  
(M-NCPPC/MC)

Primary Contact Person: Dan Hardy, Supervisor  
301-495-4530, Fax 301-495-1302  
Email: [dan.hardy@mncppc-mc.org](mailto:dan.hardy@mncppc-mc.org)  
Mailing Address: Montgomery County, Dept. of Park and Planning  
8787 Georgia Ave.  
Silver Spring, MD 20910-3760

Secondary Contact Person: Jorge Valladares, Chief  
301-495-4540, Fax 301-495-1303  
Email: [jorge.valladares@mncppc-mc.org](mailto:jorge.valladares@mncppc-mc.org)  
Mailing Address: Montgomery County, Dept. of Park and Planning  
8787 Georgia Ave.  
Silver Spring, MD 20910-3760

Maryland-National Capital Park and Planning Commission/ Prince George's County  
(M-NCPPC/PGC)

Primary Contact Person: Faramarz Mokhtari  
301-952-3867  
Email: [Faramarz.mokhtari@ppd.mncppc.org](mailto:Faramarz.mokhtari@ppd.mncppc.org)  
Mailing Address: MNCPPC, CAB  
Upper Marlboro, MD 20772

Secondary Contact Person: Eric Foster  
Email: [eric.foster@ppd.mncppc.org](mailto:eric.foster@ppd.mncppc.org)  
Mailing Address: MNCPPC, CAB  
Upper Marlboro, MD 20772

Montgomery County Department of Public Works and Transportation (MCDPWT)

Primary Contact Person: Edgar Gonzales  
240-777-7185, Fax 240-777-7178  
Email: [Edgar.gonzalez@montgomerycountymd.gov](mailto:Edgar.gonzalez@montgomerycountymd.gov)  
Mailing Address: Montgomery County DPWT  
101 Monroe St., 10<sup>th</sup> Floor  
Rockville, MD 20850

Secondary Contact Person: Bob Simpson  
240-777-7193, Fax 240-777-7178  
Email: [bob.simpson@montgomerycountymd.gov](mailto:bob.simpson@montgomerycountymd.gov)  
Mailing Address: Montgomery County DPWT  
101 Monroe St., 10<sup>th</sup> Floor

Rockville, MD 20850

Prince George's County Department of Public Works and Transportation (PGCDPWT)

Primary Contact Person: Haitham A. Hijazi, Director  
(301) 883-5600  
Email: [hahijazi@co.pg.md.us](mailto:hahijazi@co.pg.md.us)  
Mailing Address: 9400 Peppercorn Place, Suite 300  
Largo, MD 20774

Secondary Contact Person: Victor Weissberg  
(301) 883-5600 x5604  
Email: [vweissberg@co.pg.md.us](mailto:vweissberg@co.pg.md.us)  
Mailing Address: 9400 Peppercorn Place, suite 300  
Largo, MD 20774

VI. GENERAL

- A. Whenever the advice, whether written or not, of any party to this MOU, is required, such advice shall not be unreasonably withheld or delayed. The parties agree to cooperate with each other to accomplish the goals of the MOU.
- B. The recitals ("WHEREAS") clauses at the beginning of this MOU are incorporated herein and made a part hereof.
- C. This MOU shall be interpreted in accordance with all applicable law, statutes, and regulations of the United States and the State of Maryland.
- D. Notwithstanding anything in this MOU to the contrary, nothing in this MOU shall be understood to be intended to create, modify, or supersede any legal rights, authorities, requirements, or obligations of the LAs, PAs, or RAs.
- E. Nothing herein shall be construed to require the PAs or RAs to obligate or expend funds on behalf of the goals, objectives, or responsibilities set forth in this MOU, or give rise to a claim for compensation by or against the PAs or RAs for services performed to further the goals of this agreement, except as hereinafter provided. Any obligation or expenditure of funds by the PAs and RAs in furtherance of the goals of this MOU must be consistent with existing legal authorities and will be subject to the availability of appropriations and their discretion in making budgetary determinations. The LAs have entered (or will enter) into separate agreements with USACE for the obligation or expenditure of funds by the USACE in furtherance of the goals of this MOU, and nothing herein shall modify or change any such agreement.
- F. After this MOU has been in effect for one year, and annually thereafter, or upon termination by any party under Article IV, the PARTIES and CAs will review how the PARTIES and CAs are working together under the MOU and whether the MOU is meeting the PARTIES' and CAs' needs. As part of the review, the PARTIES and CAs will assess and, if appropriate, propose ways to improve performance under the MOU or the relationships among the PARTIES and CAs in carrying out this MOU. All changes or modifications to this MOU must be in writing and signed by the LAs, PAs, and RAs.

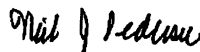
G. This MOU may be executed in counterparts, all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused for this AGREEMENT to be executed by their proper and duly authorized officers, on the day and year first above written.

WITNESS:



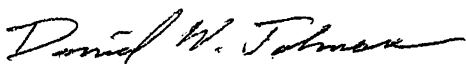
STATE HIGHWAY ADMINISTRATION



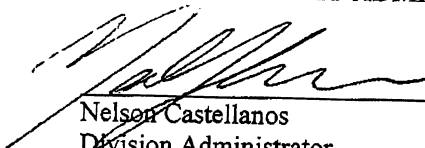
(Seal)

Neil Pedersen  
Administrator

WITNESS:



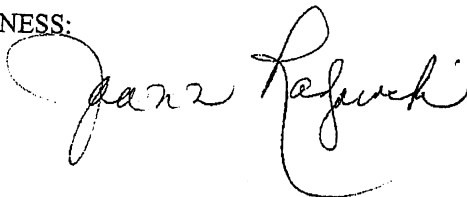
FEDERAL HIGHWAY ADMINISTRATION



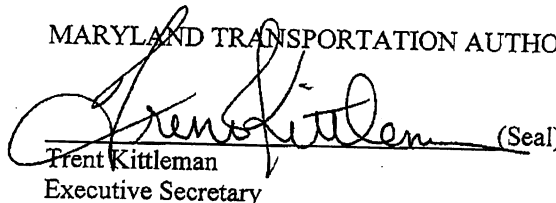
(Seal)

Nelson Castellanos  
Division Administrator

WITNESS:



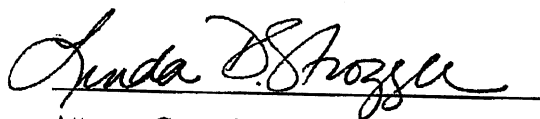
MARYLAND TRANSPORTATION AUTHORITY



(Seal)

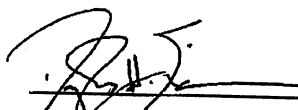
Trent Kittleman  
Executive Secretary

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:



Attorney General


RECOMMENDED FOR APPROVAL:



Douglas Simmons, Deputy Administrator/  
Chief Engineer for Planning and Engineering

WITNESS:

U.S. ARMY CORPS OF ENGINEERS

 (Seal)  
Christina E. Correale, Chief, Operations  
Division, Corps of Engineers 08/28/2006

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WITNESS:

*Edu A. Ghiziani*

MARYLAND DEPARTMENT OF THE  
ENVIRONMENT

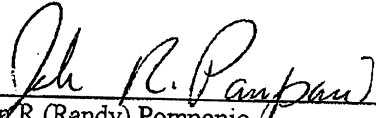
*Stephen L. Pattison* (Seal)  
Stephen L. Pattison  
Assistant Secretary,  
Policy, Community Relations, and Outreach

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WITNESS:



U.S. ENVIRONMENTAL PROTECTION  
AGENCY

 (Seal)  
John R. (Randy) Pomponio  
Director, Environmental Assessment and  
Innovation Division

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WITNESS:

*William Schenk*

U.S. FISH AND WILDLIFE SERVICE

*John P. Wolflin* (Seal)

John P. Wolflin


Supervisor, Chesapeake Bay Field Office

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WITNESS:

*Susan M. Clinton*

NATIONAL PARK SERVICE

  
\_\_\_\_\_  
John G. Parsons (Seal)  
Associate Regional Director for Lands,  
Resources, and Planning

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WITNESS:

*Darlene M. Walker*

MARYLAND DEPARTMENT OF NATURAL  
RESOURCES

*for* *Michael E. Slattery* (Seal)  
C. Ronald Franks  
Secretary  
Michael E. Slattery  
Assistant Secretary

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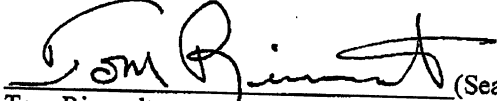
WITNESS: *Susan L. Keyser* <sup>6/27/06</sup> MARYLAND HISTORICAL TRUST

*J. Rodney Little* (Seal)  
J. Rodney Little  
Director/State Historic Preservation Officer  
Maryland Historical Trust / Maryland State  
Historic Preservation Office

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WITNESS:

MARYLAND DEPARTMENT OF  
PLANNING

 (Seal)  
Tom Rimrodt  
Assistant Secretary for Planning Services

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