

**INTERPERSONNEL
MEMORANDUM OF UNDERSTANDING**

between

**UNITED STATES ARMY CORPS OF ENGINEERS,
Baltimore District**

and

MARYLAND STATE HIGHWAY ADMINISTRATION of the

**MARYLAND DEPARTMENT OF TRANSPORTATION, acting
for and on behalf of the**

STATE OF MARYLAND

THIS MEMORANDUM OF UNDERSTANDING (MOU), executed in duplicate, made and entered into this 17th day of December 2014, by and between the United States Army Corps of Engineers Baltimore District, hereinafter referred to as “USACE” and the Maryland State Highway Administration of the Maryland Department of Transportation acting for and on behalf of the State of Maryland, hereinafter referred to as “SHA”.

WHEREAS, the “Moving Ahead for Progress in the 21st Century Act” (MAP-21) (2012) 6002, 23 U.S.C. 139(j) states that the United States Department of Transportation (“USDOT”) may approve a request by a State to provide funds to federal agencies to participate in the environmental review process for projects, insofar as these funds are used to support activities that directly and meaningfully contribute to expediting and improving transportation project planning and delivery; and

WHEREAS, SHA has requested USDOT to provide funds to SHA for the USACE’s review of SHA projects in regard to aquatic resource impact evaluation pursuant to the Clean Water Act (Section 404), the Rivers and Harbors Act of 1899 (Section 10), and the Marine Resources, Protection, and Sanctuaries Act (Section 103), to assure that the planning and design of these projects is environmentally acceptable by law; and

WHEREAS, SHA has an increased number of transportation projects which the USACE must review and desires the USACE to increase its level of involvement during

the planning and project development processes so as to provide priority review of the aquatic resource impact evaluation for the projects and to shorten its review time such that the USACE's permit reviews do not unnecessarily delay the SHA planning and development processes and project implementation; and

WHEREAS, the USACE has indicated that it is unable, at present, to provide SHA with priority review of transportation projects or additional USACE participation in SHA's transportation planning and project development processes; and

WHEREAS, both parties have determined that it would be mutually beneficial to provide USACE staff dedicated to provide SHA with priority project review, consultation, and assistance in the project planning and development processes, so that transportation projects can be planned, designed, and implemented promptly to meet the changing transportation and environmental quality needs of the State, in a manner that both meets all obligations of the law and is sensitive in regard to aquatic resources and the public interest; and

WHEREAS, SHA is willing to pay the USACE for the increased staff (to be filled by up to two (2) persons) and the USACE shall provide the identity of the persons assigned to SHA, unless both SHA and USACE agree to modify staffing level to reflect changes in the workload that is required to provide SHA with priority project review; and

WHEREAS, the Federal Highway Administration (FHWA), as an agency under United States Department of Transportation (USDOT), would be able to approve a request by a State to provide federal funds made available under Chapter I of Title 23, United States Code, to the State for those projects subject to a coordinated environmental review process, allowing the State to provide funding to the USACE in order to meet SHA's and the USACE's mutually agreed upon time limits, if the service provided is beyond normal work performed on Federal-aid highway and transportation projects; and

WHEREAS, the USACE has determined that it is authorized pursuant to 23 U.S.C. § 139(j)(2005) and the Water Resources Development Act (WRDA) 2000, Sec. 214, as amended, to support activities that directly and meaningfully contribute to expediting and improving transportation project planning and delivery for projects in that State; and

WHEREAS, because the USACE, at the time of this MOU, has authority to accept and expend these funds pursuant to Section 1006 of WRDA 2014; and

WHEREAS, the parties hereto desire to enter into this MOU to facilitate and streamline the review of SHA's transportation projects and provide for the personnel and funds to obtain this goal.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises set forth below, the parties hereto agree, with the intention of being legally bound, to the following:

I. Statement of Work

A. The USACE shall provide priority review of SHA projects by the USACE's regulatory personnel for compliance with permit processes to include the National Environmental Policy Act and Clean Water Act (Section 404), Rivers and Harbors Act, and Marine Resources, Protection, and Sanctuaries Act through the current Maryland's Streamlined Environmental/Regulatory Process (Streamlined Process) and any subsequent revisions.

B. USACE's staff shall provide streamlined and expedited document review (within agreed upon time frames), technical assistance, consultation, and project coordination as identified in **Attachment A**, attached hereto and made part hereof.

C. The USACE shall review documents as timely as possible, based on mutually established priorities. SHA priorities for these positions will be established or verified, on a quarterly basis, or more frequently, if required. It is recognized that multiple, overlapping requirements will occur. In these cases, SHA will determine priorities and will negotiate time frames with the USACE.

D. In the event that a SHA project requires a permit and the project is not being evaluated in the standard Streamlined Process, the USACE will evaluate and render its decision in accordance with the requirements established in 33 C.F.R. Part 325 as timely as possible.

E. The USACE shall provide SHA with guidance, as appropriate, in the preparation of permit applications, mitigation site plans, Chesapeake Bay Total Maximum Daily load (TMDL) plans, Streamlined Process – Comment / Concurrence Packages, environmental documents (e.g., Environmental Assessments, Environmental Impact Statements), and other required documentation necessary in the transportation project planning and development processes.

F. USACE's regulatory personnel assigned to SHA projects under this MOU shall keep daily time records to identify the number of hours worked on SHA projects. These hours will be documented separately for each project on a form developed jointly by the USACE and SHA. **Attachment A** provides general guidance of types of tasks that are suitable for billing and is not a form for required billing. The total number of hours billable during each year of the contract shall not exceed 2080 hours per position (4160 hours total for 2 persons). Nor shall the amount due for each year for all regulatory

personnel assigned to SHA under this MOU exceed the maximum annual funding limits agreed upon in the annual supplement. Initially funding for two (2) positions is planned under this MOU. However, SHA and the USACE shall consult annually on the need for the second position based on the status of SHA's workload and priorities. In addition, the USACE shall keep accurate and separate accounting records of all receipts and disbursements of all funds received and expenses paid pursuant to this MOU and produce such records for examination as required by SHA and/or the FHWA, and will permit extracts and copies to be made by SHA, the FHWA, or their duly authorized representatives. The USACE shall keep records substantiating hours and costs billed pursuant to this MOU for a period of at least four (4) years after the final billing for each year that has been submitted.

G. The USACE shall provide SHA with a quarterly status report on, or in accordance with, a form to be provided by SHA, within fifteen (15) working days after the end of the quarter, which shall detail monthly project review activity pursuant to this MOU.

H. The USACE and SHA will prepare program-based performance standards/measures and conduct periodic performance reviews (see **Attachment B**). The USACE shall document all appropriate performance standard measurements (discussed in **Attachment B**) in the quarterly status reports described in Paragraph I.G. above. The USACE will work with SHA to improve / correct identified deficiencies.

I. The parties to this MOU shall act in independent capacities in the performance of their respective functions under this MOU; and neither party shall be construed as the officer, agent, or employee of the other.

J. In no way shall it be construed or implied that either SHA or the USACE is by this MOU intending to abrogate its obligation and duty to comply with the regulations promulgated under Sections 9, 10, 11, 13, 14 of the Rivers and Harbors Act of 1899 (33 C.F.R. 401, 403, 407, 408), Section 404 of the Clean Water Act of 1977 (as amended) (33 U.S.C. 1344), Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (as amended) (33 U.S.C. 1413), or the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347).

II. Financial Administration

A. Subject to the billing provisions of Paragraph II.B. below, SHA shall pay the USACE a maximum total annual amount of \$320,000 for two (2) full-time positions (\$160,000 each). Maximum billing on a quarterly basis shall not exceed \$80,000 (for two (2) full time positions). Payment will be in advance of each quarter for each full time position. If the parties agree that staffing modifications are needed, this MOU may be modified by a written amendment signed by both parties..

B. The SHA shall fund the costs of all USACE's regulatory services provided under this MOU. The SHA shall provide funds on a quarterly basis in advance of the commencement of work or the issuance of any obligation by the USACE for any task assigned. The SHA shall provide the USACE the full amount of USACE's estimated expenses by sending a check payable to "F&AO, USAED Baltimore" 30 days prior to the start of each quarter at the following address:

U.S. Army Corps of Engineers
Baltimore District
Attn: Ms. Lacy E. Evans
CENAB-OP-O
10 South Howard Street
Baltimore, MD 21202

At the end of each quarter, the USACE shall provide to SHA a detailed accounting of the actual costs incurred during that quarter and under this MOU, by project.

C. Any funds advanced to the USACE by the SHA in excess of the actual costs incurred that quarter shall be applied toward the following quarter's USACE estimated expenses.

D. If it appears that the actual quarterly cost to the USACE will exceed the amount of funds already paid for that quarter, the USACE shall promptly notify the SHA of the amount of the additional funding necessary to pay for the required goods and services. If the carryover from previous quarters is insufficient to cover any overrun, the SHA shall (i) provide the additional funds to the USACE, or (ii) require that the scope of the assistance be limited to that which can be financed by the funds already paid, or (iii) direct the termination of the work. If the SHA directs the USACE to proceed, the SHA shall provide the USACE with the full amount of the additional funds within thirty (30) calendar days thereafter. Future quarterly USACE estimated expenses may need to be adjusted so that the total annual cost does not exceed the established maximum annual amount.

E. The USACE will utilize funds issued by the SHA to cover all expenses for the USACE's staff funded by SHA, including but not limited to, salaries, travel, per diem, administrative overhead, and SHA-authorized training and overtime, pursuant to this MOU. Established USACE's accounting procedures will be used for recording costs. Prior approval by SHA shall be required for travel.

III. Period of Performance

A. The term of this MOU is for a period of eight (8) years beginning the first day of October 2014 and ending on the thirtieth (30th) day of September 2022, both dates inclusive, unless sooner terminated as set forth herein.

B. During the TERM of this MOU the total amount to be reimbursed to USACE shall not exceed Two Million Seven Hundred Forty Six Thousand Five Hundred Fifty Dollars (\$2,746,550).

C. The term of this MOU shall remain in effect up to the term specified in III. A. so long as (i) the USDOT continues to provide funding to federal agencies participating in the environmental review process and Congress grants the USACE the authority to accept such funding, and (ii) this MOU has not been terminated sooner in accordance with Paragraph III.D. below. However, this MOU may be modified by a written amendment signed by both parties if it has been mutually determined that it is necessary to change the number of funded positions, or otherwise.

D. If either party wishes to terminate this MOU because of deficient performance, the party wishing to terminate shall provide written notice to the other party, detailing the reasons for the request to terminate. The parties shall allow a ninety (90) day cure period during which the performing party may remedy the deficiencies identified in the written notice. During the cure period, the party wishing to terminate shall provide a monthly progress evaluation to the other party. If the party wishing to terminate determines that satisfactory progress has not been made at the end of the cure period and wishes to continue to pursue the termination of this MOU, that party shall provide written notice to the other party, addressed to the Project Officer listed in Article IV, indicating the intent to terminate this MOU thirty (30) days from the date of the written notice, unless both parties agree to an alternate date. If either party wishes to terminate this MOU for any reason other than deficient performance, the party wishing to terminate shall provide written notice to the other party, addressed to the person listed in Article IV, indicating the intent to terminate the MOU ninety (90) days from the date of the written notice, unless both parties agree to an alternate date.

E. Within thirty (30) days of terminating this MOU, the USACE shall provide to SHA a final accounting of the actual cost incurred in that quarter. The USACE shall return to

the SHA any funds advanced in excess of the actual costs as then known, or the SHA shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit SHA's duty in accordance with Article II to pay for any costs which may become known after the final accounting.

IV. Project Officers

A. For U.S. Army Corps of Engineers:

Joseph P. DaVia, Chief
Maryland Section Northern/Transportation Program Manager
U.S. Army Corps of Engineers, Baltimore District
Attn: CENAB-OP-RMN
P.O. Box 1715
Baltimore, MD 21203-1715
joseph.davia@usace.army.mil
Phone: (410) 962-5691
Fax: (410) 962-6024

B. For Maryland State Highway Administration:

Douglas H. Simmons
Deputy Administrator for Planning and Engineering
Maryland State Highway Administration
P.O. Box 717
Baltimore, MD 21203-0717
Phone: (410) 545-0411
Fax: (410) 209-5014

V. Required Clauses

A. During the performance of this MOU, the parties agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will ensure that applicants are employed without regard to their race, color, religion, sex or national origin.

B. No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this MOU or any benefit that may arise there from.

C. The parties agree that any hiring pursuant to this MOU shall, at all times, conform to the applicable Federal and State laws, rules, regulations, orders and approvals, including, specifically, procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, compliance with the Americans with Disabilities Act, anti-solicitation, information, auditing, and reporting provisions.

D. The parties hereby agree and affirm that the persons executing this MOU on their respective behalf are authorized and empowered to act on behalf of the respective parties. The parties hereby further warrant and affirm that no cause of action challenging the existence, scope, or validity of this MOU shall lie on the grounds that the persons signing on behalf of the respective parties were neither authorized nor empowered to do so.

VI. Modification

A. Any changes, amendments corrections, or additions to this MOU, including any annual amendment concerning the maximum total amount of payment provided for in paragraph II.A. above, shall be in writing; shall be executed and approved by the same office of the parties that executed and approved this original MOU (or their designees); shall be in accordance with applicable law; and shall become effective upon written approval by both parties.

VII. Notices and Invoicing

All correspondence, reports and notices required hereunder shall be sent to the following:

Invoices and/or payment to USACE:

Baltimore District
Attention:

Ms. Lacy E. Evans
CENAB-OP-O
10 South Howard Street
Baltimore, MD 21202
410-962-6018
Email: lacy.e.evans@usace.army.mil

Invoices and/or payment to SHA:

Bruce Grey, Deputy Director
State Highway Administration
Office of Planning and Preliminary Engineering
707 North Calvert Street

MS C-301
Phone: 410-545-8500
Email: bgrey@sha.state.md.us

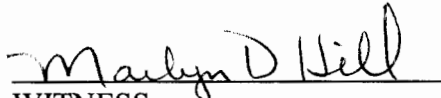
With a copy to:

E. Glenn Klaverweiden
Agreements Coordinator
707 N. Calvert Street
Baltimore, MD 21202
Phone: 410-545-5675
Fax: 410-209-5025
Email: gklaverweiden@sha.state.md.us

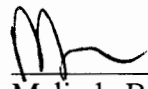
VIII. Signatures

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

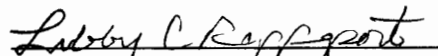
**STATE HIGHWAY
ADMINISTRATION**



WITNESS

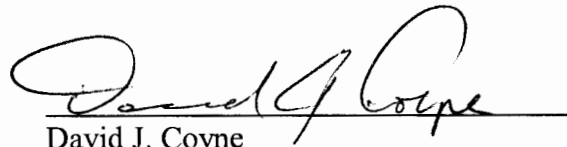
By:  _____ (SEAL)
Melinda B. Peters Date
Administrator

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

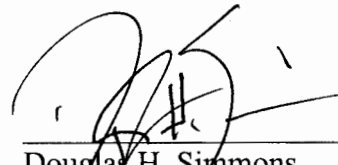


Assistant Attorney General

RECOMMENDED FOR APPROVAL:



David J. Coyne
Deputy Administrator/Chief Engineer
for Operations



Douglas H. Simmons
Deputy Administrator/Chief Engineer
for Planning, Engineering, Real Estate, and
Environment



Lisa B. Conners
Director
Office of Finance

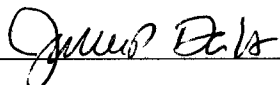
U.S. Army Corps of Engineers

By: 

J. Richard Jordan, III
Colonel, Corps of Engineers
District Engineer

17 DEC 2014

Date



Witness: JOSEPHA P. DAVIA

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ATTACHMENT A
TASKS

The USACE's staff shall accomplish the following *common tasks* for SHA, as appropriate, in order to expedite, implement, and coordinate the transportation project development process and meet the SHA's needs for compliance with applicable State and Federal statutes:

- Review transportation plans and programs, according to SHA review priorities
- Participate in Agency scoping processes
- Provide Preliminary Environmental Analyses guidance and review
- Provide Preliminary and Detailed Alternatives Analyses guidance and review
- Represent the USACE at meetings (including public hearings, public meetings, team meetings, and task forces) with the authority to make routine decisions
- Participate in the development and implementation of written SHA and USACE guidance, in order to accomplish expedited project reviews
- Perform expedited internal USACE coordination, as needed, on document reviews
- Attend inter- and intra-agency meetings as appropriate
- Organize and/or facilitate meetings or conference calls to clarify problems at the request of the USACE, other agencies, or SHA
- Participate in conflict resolution for either project or policy issues
- Perform other duties as requested by SHA and agreed to by the USACE

The USACE's staff shall accomplish the following *specific tasks* for SHA, as appropriate, in order to expedite, implement, and coordinate the transportation project development process and meet the SHA's needs for compliance with applicable State and Federal statutes.

- Participate in all streamlined process milestones (*e.g.*, purpose and need documentation, alternatives retained for detailed study, selected alternative & conceptual mitigation) during the review/comment period
- Participate in impact assessment activities/field work

- Verify wetland delineations and assist with functional assessments
- Participate in site visits to identify/refine project alternatives
- Participate in field reviews of potential mitigation sites and constructed mitigation
- Conduct permit compliance inspections at construction sites
- Conduct annual inspections of SHA mitigation sites
- Conduct coordination with resource agencies and environmental groups to resolve objections to proposed permit issuance
- Conduct document reviews and prepare USACE's comments for such things as (not inclusive):
 - Wetland delineation reports
 - Wetland functional assessment reports
 - Habitat evaluation reports, including biological assessments
 - Purpose and Need package
 - Preliminary alternates documents
 - Alternates Retained for Detailed Study package
 - Selected Alternative and Conceptual Mitigation package
 - Environmental Assessments (draft and final)
 - Environmental Impact Statements (draft and final)
 - Environmental Impact Statement comment resolution packages
 - Categorical Exclusions
 - Findings of No Significant Impact
 - Mitigation Site Reports and Plans
 - Section 404/Section 10 Permit Applications in Streamlined Process
 - Proposed policies and procedures
- Coordinate and provide training, as necessary, on natural and aquatic resource issues
- Prepare USACE's permit decision documents
- Submit quarterly status reports, documenting the work performed on each project and a self-assessment in accordance with the performance standards in Attachment B.

ATTACHMENT B
PROGRAM PERFORMANCE STANDARDS

I. Document Review

A. *Substance of Comments*: Comments provided on documents (e.g. purpose and need statement, EA, EIS) will provide the appropriate level assistance, technical information, expertise, policy explanation, and guidance necessary to meet the USACE's requirements under NEPA or other applicable statutes. Comments will be consistent with current Department of the Army (DA) regulations, guidance, agency policy, and address relevant issues; and will be in keeping with the highest environmental standards. Suggestions will be offered to address the identified issues.

B. *Timeliness*: Review of documents will be as established in the accepted Streamlined Process, based on mutually established priorities. SHA priorities for this position will be established or verified on a quarterly basis, or more frequently, if required. It is recognized that multiple, overlapping requirements will occur. In these cases, SHA and the USACE will mutually determine review priorities. SHA priorities for this position will be based on SHA as a whole, so as to preclude potential interdivisional conflicts regarding priorities. After preliminary review of draft documentation, if additional information is needed, the USACE and SHA shall discuss the information that has not been included and suggest a resolution. Until a resolution has been reached, the timed response period may be halted. Once a complete document is received, the USACE and SHA will negotiate a revised completion date for the review. On a case by case basis, review time extensions will be granted, acknowledging that comments on public documents (e.g. DEIS/FEIS) must be completed within the established comment period. Instances where comments on preliminary documents were minor, every effort will be made to provide an expedited (less than 30 days) final review.

C. Program Performance Standards

1. An evaluation of the substance of USACE's comments will be conducted (i) through a programmatic review by the USACE and SHA management of a random selection of comments, and (ii) by discussions with involved regulatory personnel quarterly.
2. Timeliness will be evaluated by the following standards:

- (a) Met established timeframes 100-90% of the time = Good
- (b) Met established timeframes 90-80% of the time = Satisfactory
- (c) Below 80% = Needs Improvement.

II. Technical Assistance

A. *Meetings*: The USACE will attend and actively participate in meetings by providing technical assistance, rendering decisions, gathering information, and facilitating meetings regarding projects requiring their input or expertise including: interagency review meetings, project specific briefings, public meetings and hearings, and various coordination meetings. When a scheduled meeting cannot be attended, the USACE will coordinate other means for providing input or assistance. After the meeting that was not attended, the USACE will coordinate with the SHA staff person to review what happened and determine whether an additional meeting should be scheduled. The USACE will also convene meetings when necessary to address specific concerns, or to facilitate interagency coordination. However, the USACE has an objective role to maintain in the evaluation process and thus will not attend meetings to advocate a project on behalf of SHA, but may provide a briefing on the status of the USACE's permit evaluation.

1. Participation in meetings will be evaluated by attendance at necessary meetings (as agreed to by the USACE and SHA) and participation in information gathering as follows:

- a) 100-90% attendance and participation = Good
- b) 90-80% attendance and participation = Satisfactory
- c) below 80% = Needs Improvement

B. *Field Reviews*: The USACE will utilize SHA scheduled field reviews and initiate additional field meetings whenever necessary to gather pertinent information to render a decision (on a permit, permit conditions, and mitigation, etc.), to coordinate permit review with other resource agencies, and to share information and requirement needs with SHA. When a scheduled field review cannot be attended, the USACE will coordinate other means for providing input or assistance. After the field review that was not attended, the USACE will coordinate with the SHA staff person to review what happened and determine whether additional field time should be scheduled. Additional field views or

site visits not requiring a multi-agency group will be scheduled, as required, in coordination with SHA or conducted independently.

1. Participation in field reviews will be evaluated by attendance at necessary meetings (as agreed to by the USACE and SHA) and participation in information gathering as follows:

- a) 100-90% attendance and participation = Good
- b) 90-80% attendance and participation = Satisfactory
- c) below 80% = Needs Improvement

C. Technical Assistance with Scoping, Planning, Design, and Construction: The USACE will clearly identify potential problems pertaining to impacts to aquatic resources, provide specific recommendations for resolution, and work to resolve issues during all phases of transportation project development. This will include providing suggestions and recommendations for avoidance, minimization, and mitigation through all phases of development. Should the USACE's concerns, suggestions, and recommendations not be incorporated, the SHA and the USACE will work towards resolution.

1. The USACE's participation will be evaluated based on (i) the identification of potential problems; (ii) timeliness, practicability and feasibility of recommendations; and (iii) cooperative negotiation and resolution of issues, within mutually agreed upon timeframes as follows:

- a) 100-90% success rate resolving issues in cooperative/timely manner = Good
- b) 90-80% success rate resolving issues in cooperative manner = Satisfactory.
- c) below 80% = Needs Improvement.

III. Policy Development and Participation

A. Involvement in Interagency Task Forces: Many task forces currently exist to address issues involving environmental review that would benefit from continued and consistent USACE involvement (e.g. Interagency Training, Every Day Counts-2, Environmental Justice). While serving on each group, the USACE will attend a majority of meetings; provide comments and input relative to the USACE's mission, policies, and guidance; and produce any requested decisions or comments within SHA's and the USACE's mutually agreed upon time frames. When the USACE's representative cannot attend, the meeting minutes will serve to update that person on the progress of the task force.

B. Review of Policy Documents and Handbooks: As SHA develops or modifies environmental compliance documents and handbooks conveying policies for conforming to regulatory requirements, the USACE will provide input regarding resources within its purview, upon request.

C. USACE's Regulation, Policy, and Guidance Dissemination: In order for SHA to remain informed as to any changes to regulation, policies, and guidance that may affect their procedures, the USACE will advise SHA of any changes pertaining to the transportation program in a timely manner. The USACE will also provide copies of applicable documents as reasonable and approved by higher USACE's authority.

D. Standards

1. Task force involvement will be evaluated based on the level of participation and substance of contribution. In making this evaluation, consideration will be given to the number of task forces, project workload, and the area of expertise that the USACE can provide.
2. Policy review will be evaluated on the substance and timeliness of comments provided.
3. Dissemination of USACE's regulations, policy and guidance will be evaluated as follows:
 - a) Guidance and documents disseminated within 30 days = Acceptable
 - b) Guidance and documents disseminated after 30 days = Needs Improvement

IV. Outreach, Education, and Continuous Improvement

A. It is expected that the USACE's increased involvement in SHA processes will lead to positive growth in working relationships, trust, and cooperation. As a part of this process, the USACE will actively seek, develop, and implement ways to continually improve, re-engineer, increase efficiencies, and streamline the environmental review/evaluation process. Often, these efforts will expand the USACE's duties beyond what is described in the standards thus far. This standard is intended to accommodate the expansion of the future duties of this position and beyond what is currently envisioned. A brief

description of these efforts will be coordinated with SHA and agreed upon before the initiation of such work.

B. Standard:

1. These standards will fluctuate based on the complexity, longevity, and difficulty of the initiative and will be mutually determined by the USACE and SHA. Progress will be evaluated based on input provided by SHA at quarterly manager meetings.