



GENERAL AGREEMENT

Between

THE UNITED STATES DEPARTMENT OF THE INTERIOR

And

THE STATE OF MARYLAND

I. BACKGROUND, AUTHORITY, AND PURPOSE

This Agreement is between the U.S. Department of the Interior (Department) and the State of Maryland (State) (collectively, the Parties), for the purpose of formalizing the Parties' interest in evaluating future operation and ownership alternatives for the portion of the Baltimore-Washington Parkway (Parkway) that is administered by the National Park Service (NPS).

The State is interested in acquiring the Parkway so that it can expand its capacity as part of its Traffic Relief Plan. The Department supports engaging with the State to evaluate whether State ownership and/or operation of the Parkway would be an appropriate use of this Federal resource.

The Parties recognize that the Parkway cannot be transferred to the State without Federal legislation.

This Agreement is not intended to preclude any potential future agreements between the Parties.

II. RESPONSIBILITIES OF PARTIES

A. The Department AGREES to work with the State:

1. to evaluate whether State ownership and/or operation of the entire portion of the Parkway administered by NPS and located in Prince George's County and Anne Arundel County, Maryland would be an appropriate use of this Federal resource; and
2. to explore potential legislative solutions to effectuate a transfer or exchange of the Parkway to the State, as appropriate.

B. The State AGREES to work with the Department:

1. to evaluate the appropriate use and ownership of the Parkway; and
2. to explore potential legislative solutions with the Maryland congressional delegation to effectuate a transfer or exchange of the Parkway, as appropriate.

C. The Parties AGREE that:

1. this Agreement expresses the intention of the Parties to work together but does not bind either Party to completing a transfer or exchange of the Parkway;
2. this Agreement does not bind Congress to take any specific actions; and
3. to the extent necessary, the Parties will work together on various actions that may include, but are not limited to:
 - a. development of survey plats, maps, aerial photographs, survey, and similar information regarding the property;
 - b. title research and reporting;
 - c. compliance with the National Environmental Policy Act and other applicable environmental laws; and
 - d. appraisal of the subject parcel or parcels.

III. AMENDMENTS OR MODIFICATIONS

Amendments or modifications to the Agreement may be proposed at any time by any Party and shall become effective only upon written approval by the Parties.

IV. TERMS OF AGREEMENT

This Agreement will be effective on the date of final signature. The Agreement may be terminated at any time upon written notice by either Party.

V. KEY OFFICIALS AND LIAISONS FOR SERVICE OF DOCUMENTS

1. **For the Department:** Mr. Daniel Jorjani (Principal Deputy Solicitor) and Mr. Todd Willens (Assistant Deputy Secretary)
2. **For the State:** To Be Determined

VI. GENERAL PROVISIONS

- A. **Non-Discrimination:** During the term of this Agreement, the Parties will comply with applicable laws prohibiting discrimination on the grounds of race, color, national origin, age, disability, religion, marital status, sexual orientation, gender identity, or sex in employment and in providing for facilities and services to the public.
- B. **Appropriations:** This Agreement does not commit the Department or NPS to any particular expenditure of funds. Nothing contained in this Agreement shall be construed as binding the Department or NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress and available for the purposes of this Agreement for that fiscal year, or as involving the United States in any contract or other obligation for the future expenditure of money in excess of such appropriations or allocations.
- C. **Lobbying with Appropriated Money:** No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress (Member), a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official through the proper channels, requests for any legislation, law, ratification, policy, or appropriations that they deem necessary for the efficient conduct of public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, or national security activities. Violations of this section shall constitute violations of U.S. Code Title 31, Section 1352(a).
- D. **Third Parties Not to Benefit:** This Agreement does not grant rights or benefits of any nature to any third party.
- E. **Compliance with Applicable Laws:** This Agreement and performance hereunder are subject to all applicable laws, regulations, or official policies of the Department and NPS existing on this date or as amended, modified, or superseded. Nothing in this Agreement shall be construed as in any way impairing the general powers of the Department or NPS for

supervision, regulation, and control of its property and resources under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be inconsistent with or contrary to the purpose of or intent of any Act of Congress.

- F. **Merger:** This Agreement, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement of the Parties.
- G. **Waiver:** Failure to enforce any provision of this Agreement by either Party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.
- H. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.
- I. **Captions and Headings:** The captions, headings, article numbers, and paragraph numbers and letters appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.
- J. **Congress Not to Benefit:** No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this Agreement, or to any benefits that may arise from; but this provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.

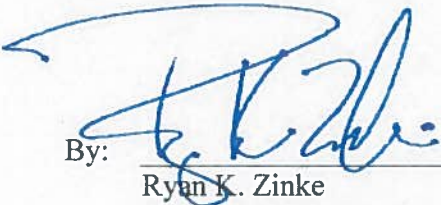
VII. AUTHORIZING SIGNATURES

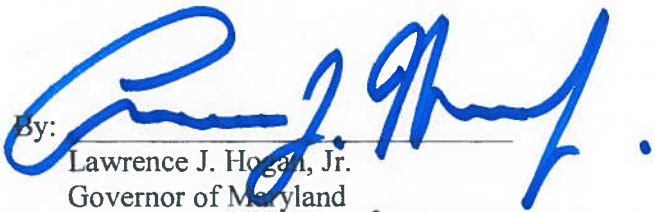
The persons signing and executing this Agreement hereby represent that they have duly obtained the authority required by law to execute this Agreement.

IN WITNESS HEREOF, the Parties hereto have signed their names and executed this Agreement.

U.S. Department of the Interior

State of Maryland

By: 
Ryan K. Zinke
Secretary of the Interior

By: 
Lawrence J. Hogan, Jr.
Governor of Maryland

Date: JUN 15 2018

Date: 6/22/18