

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING is entered into this 18<sup>th</sup> day of December, 2018, by and between the

STATE OF MARYLAND  
DEPARTMENT OF NATURAL RESOURCES  
580 Taylor Avenue  
Annapolis, MD 21401

hereinafter ("DNR"),

and

STATE OF MARYLAND  
MARYLAND DEPARTMENT OF THE ENVIRONMENT  
1800 Washington Blvd  
Baltimore, MD 21230

hereinafter ("MDE"),

and

GARRETT COUNTY GOVERNMENT  
203 S. Fourth Street  
Oakland, MD 21550

hereinafter ("County").

WHEREAS, DNR and MDE are agencies of the State of Maryland;

WHEREAS, the County is an agency of the State of Maryland, or a political subdivision of the State, or another government as defined in State Finance and Procurement Article, §11-203 of the Annotated Code of Maryland;

WHEREAS, the County, MDE and DNR share an interest in maintaining and improving Deep Creek Lake (the "Lake") and its watershed to ensure good water quality and for its natural resource and recreational values, as well as its importance to the economies of Garrett County and the State of Maryland;

WHEREAS, the County, MDE and DNR acknowledge the role of the Deep Creek dam for the purposes of hydro-electric power and the importance of the Wild River designation for the Youghiogheny;

WHEREAS, the County and DNR have worked together with the Deep Creek community to develop a Deep Creek Watershed Management Plan (the "Plan") to guide the State and the County in

their efforts to maintain and enhance the natural resource, recreational, and economic values of the Lake;

WHEREAS, the Plan has been developed with the guidance of the community through an appointed volunteer steering committee, four subcommittees of citizen volunteers, resource experts from State and County agencies and general public comment; and

WHEREAS, the Plan identifies a number of goals, objectives and strategies to maintain and improve the management, water quality, recreational value and habitat resources of Deep Creek Lake and its watershed;

WHEREAS, the County, MDE and DNR recognize the Plan as a living document and its implementation needs to be conducted with sensitivity to all stakeholders, including but not limited to residents and visitors both inside and downstream of the watershed, and those with specific economic and environmental interests in said implementation; and,

WHEREAS, the County, MDE and DNR desire to establish a formal cooperative partnership to implement recommendations in the Plan and guide future management actions and ensure public engagement over the long term.

NOW, THEREFORE, MDE, DNR and the County hereby agree as follows:

#### **ARTICLE I - SCOPE OF WORK**

The recitals set forth above are hereby incorporated as a substantive provision of this Memorandum of Understanding.

1. MDE, DNR and the County will continue the work of the Administrative Council composed of representatives from each agency. Over the next two years, the Administrative Council will focus on:
  - a) Improved education, communication and outreach efforts, utilizing the advice and recommendations of the Educational Advisory Committee.
  - b) Working cooperatively on initiatives to implement goals, objectives and strategies recommended in the Plan, including but not limited to forming project specific work groups, obtaining funding, and project management.
  - c) Discuss long range and short-range funding solutions that are sufficient, sustainable and equitable. The representative agencies of the Council may jointly or separately, at their discretion and with monetary agreement, hire a contractor to develop a financing strategy.
2. The County, MDE and DNR pledge to collaborate on all projects and programs of mutual benefit to the health and therefore, economic vitality of Deep Creek Lake and its watershed. They will investigate mechanisms for funding of short-term projects and programs and pledge to discuss long term funding options as well.
3. In carrying out the duties assigned to it by the Council under this Memorandum, the County shall observe and comply with all federal, State, and local laws and ordinances that affect the work to be

performed, including but not limited to, as deemed appropriate, Maryland's Open Meeting Act and Public Information Act, the persons employed or engaged in connection therewith, or any material or equipment used. The County shall procure and bear the expense of all necessary licenses, permits, and insurance. Neither the Council nor its work shall restrict the parties from engaging in statutory or regulatory duties, or obligate the parties in a manner not specifically defined in this Memorandum.

## **ARTICLE II - TERM**

The term of this Memorandum shall be from October 1, 2018 through September 30, 2020. No work may be initiated under this Memorandum until it has been fully executed by all parties and the County has been instructed to proceed by the DNR.

This Agreement and its term may be amended only in writing and only with mutual consent of each party.

## **ARTICLE III – TERMINATION**

This Agreement may be terminated at any time by mutual agreement or by any party giving ninety (90) days-notice in writing to the other Parties. The effect of termination of the Contract hereunder will be to discharge the exiting Party from future performance, but not from their rights and obligations existing at the time of termination.

## **ARTICLE IV - NO NON-PARTY BENEFICIARIES**

Nothing in this Agreement shall be construed to: a) provide a benefit to any non-party; (b) operate in any way as a promise, covenant, warranty or other assurance to any non-party; or (c) create any obligation to any non-party.

## **ARTICLE V - MARYLAND LAW**

Maryland Law governs this Agreement.

## **ARTICLE VI - CONTRACT REPRESENTATIVES**

Each party shall designate at their discretion a contract representative.

## **ARTICLE VII - KEY PERSONNEL**

The County agrees that the following named individuals are considered to be essential to the work being performed hereunder, and are designated as Key Personnel who shall be made available to the full extent required to carry out the work under this Memorandum:

Deborah A. Carpenter  
Planning and Land Management  
Garrett County Government

203 S. Fourth Street, Room 208  
Oakland, MD 21550

Phone: 301.334.1920

Email: [dcarpenter@garrettcountry.org](mailto:dcarpenter@garrettcountry.org)

### **ARTICLE VIII - MERGER**

This Memorandum embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations regarding the parties' agreement other than those contained herein or incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Memorandum by causing the same to be signed on the day and year first above written.

**GARRETT COUNTY:**

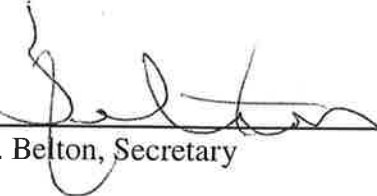
By  12/18/18  
Kevin Null, Garrett County Administrator Date

By  12/18/18  
Paul C. Edwards, Chairman Date

By  12/18/18  
James C. Hinebaugh, Jr., Commissioner Date

By  12/18/18  
S. Larry Tichnell, Commissioner Date

**STATE OF MARYLAND DEPARTMENT OF NATURAL RESOURCES:**

By  12-3-2018  
Mark J. Belton, Secretary Date

**STATE OF MARYLAND DEPARTMENT OF THE ENVIRONMENT:**

By  10-18-18  
Benjamin H. Grumbles, Secretary Date