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Robert L. Ehrlich, Jr., *Governor*  
Michael S. Steele, *Lt. Governor*

Robert L. Flanagan, *Secretary*  
Neil J. Pedersen, *Administrator*

Maryland Department of Transportation

March 28, 2006

Colonel Robert J. Davis, District Engineer  
ATTN: Ms. Christina E. Correale, Chief  
Operations Division  
US Army Corps of Engineers  
Baltimore District  
P.O. Box 1715  
Baltimore MD 21203-1715

Dear Colonel Davis:

It is my pleasure to enclose the fully executed Interagency Funding Agreement for the Environmental Streamlining/Resources Partnership between our agencies (Interpersonal Memorandum of Agreement). This agreement provides for the funding of two positions at the US Army Corps of Engineers – Baltimore District, consistent with the streamlining goals outlined in the “Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy For Users” (SAFETEA-LU).

Please convey my thanks to Mr. Paul Wettlaufer, not only for his work in developing the current agreement, but also for his leadership in ensuring effective communication between our agencies on the prior agreement since its inception in 2001. We look forward to continuing a mutually beneficial working relationship. If you have any questions or concerns regarding the agreement, please contact Mr. Joseph Kresslein, in the State Highway Administration’s (SHA) Project Planning Division, to whom I have conveyed your appreciation. He may be reached at 410-545-8550. He will be pleased to assist you.

Sincerely,

Neil J. Pedersen  
Administrator

Enclosure

cc: Mr. Paul Wettlaufer, Transportation Program Manger, USACE – Baltimore District

My telephone number/toll-free number is 410-545-0400 or 1-800-206-0770  
Maryland Relay Service for Impaired Hearing or Speech: 1.800.735.2258 Statewide Toll Free

Street Address: 707 North Calvert Street • Baltimore, Maryland 21202 • Phone: 410.545.0300 • www.marylandroads.com



INTERPERSONNEL  
MEMORANDUM OF AGREEMENT

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

Background and Objectives

WHEREAS, the “Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users” (SAFETEA-LU) § 6002, 23 U.S.C. 139(j)(2005) 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, the Maryland State Highway Administration (SHA), an agency of the State of Maryland has requested USDOT to provide funds to SHA for the U.S. Army Corps of Engineers (Corps), which currently reviews 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 Corps must review and desires the Corps 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 Corps' permit reviews do not unnecessarily delay the SHA planning and development processes and project implementation; and,

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

WHEREAS, both parties have determined that it would be mutually beneficial to increase the dedicated Corps' staff in order to provide SHA with Corps' 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, the SHA is willing to pay the Corps for the increased staff (to be filled by up to two (2) persons), unless both parties agree to modify staffing 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 1 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 Corps in order to meet SHA's and the Corps' mutually agreed upon time limits, if the service provided is beyond normal work performed on Federal-aid highway and transportation projects; and

US Army Corps & SHA

3/2/2006

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WHEREAS, the Corps 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 Corps, at the time of this Agreement, has authority to accept and expend these funds only until March 31, 2006, this Agreement is contingent on the Corps receiving an extension of the required Congressional authorization to accept and expend these funds.

WHEREAS, the parties hereto desire to enter into this Memorandum of Agreement (Agreement) to facilitate and streamline the review of SHA 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:

Article I. Statement of Work

- A The Corps shall provide priority review of SHA projects by the Corp's regulatory personnel for compliance with the National Environmental Policy Act and Clean Water Act (Section 404) through Maryland's Streamlined Environmental/Regulatory Process (Streamlined Process). The Corps will use the funds provided under this Agreement to defray its costs associated with the priority review of SHA projects; said funds may be used by the Corps for salaries and associated benefits and to pay reasonable travel expenses in accordance with the Federal Travel Regulation System, 41 C.F.R. Chapter 301 and Volume II of the Joint Federal Travel Regulations for Department of Defense Civilian

Employees, which are hereby incorporated by reference as if physically attached hereto. Prior approval by SHA shall be required for overnight travel.

- B. Corps' staff shall provide streamlined and expedited document review (within agreed upon times frames), technical assistance, consultation, and project coordination as identified in Attachment A, attached hereto and made part hereof.
- C. The Corps shall review documents as timely as possible, 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 will determine priorities and will negotiate time frames with the Corps.
- D. In the event that a SHA project requires a permit and the project is not being evaluated in the standard Streamlined Process, the Corps will evaluate and render its decision in accordance with the requirements established in 33 C.F.R. Part 325 in a timely manner.
- E. The Corps shall provide SHA with guidance, as appropriate, in the preparation of permit applications, mitigation site plans, environmental documents (*e.g.*, Environmental Assessments, Environmental Impact Statements), and other required documentation necessary in the transportation project planning and development processes.
- F. Corps' regulatory personnel assigned to SHA projects under this Agreement 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 Corps 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 Agreement exceed the maximum annual funding limits agreed upon in the annual supplement. Initially funding for two (2) positions is planned under this Agreement. However, SHA and the Corps shall consult annually on the need for the second position based on the status of SHA's workload and priorities. In addition, the Corps shall keep accurate and separate accounting records of all receipts and disbursements of all funds received and expenses paid pursuant to this Agreement 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 Corps shall keep records substantiating hours and costs billed pursuant to this Agreement for a period of at least four (4) years after the final billing for each year that has been submitted.

- G. The Corps shall provide SHA with a monthly status report, on, or in accordance with a form to be provided by SHA, within (5) working days after the end of each month, which shall detail monthly project review activity pursuant to this Agreement.
- H. The Corps and SHA will prepare program-based performance standards/measures and conduct periodic performance reviews (see **Attachment B**). The Corps shall document all appropriate performance standard measurements (discussed in **Attachment B**) in the monthly status reports described in Paragraph I.G. above. These standards may be modified by mutual agreement of the parties hereto, independently of this Agreement. The Corps will work with SHA to improve/correct identified deficiencies.
- I. The parties to this Agreement shall act in independent capacities in the performance of their respective functions under this Agreement; and neither party shall be construed as the officer, agent, or employee of the other.

In no way shall it be construed or implied that either SHA or the Corps is by this Agreement 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).

## Article II. Financial Administration

- A. Subject to the billing provisions of Paragraph II.B. below, SHA shall pay the Corps a maximum total annual amount of \$160,000 on a quarterly basis (40,000 per quarter) and in advance of each quarter for each full time position. If the parties agree that staffing modifications are needed, they shall establish a revised yearly maximum amount. The maximum amount may be amended annually by mutual written agreement.
  
- B. The SHA shall fund the costs of all Corp's regulatory services provided under this Agreement. The SHA shall provide funds on a quarterly basis in advance of the commencement of work or the issuance of any obligation by the Corps' Baltimore District for any task assigned. The SHA shall provide the Corp's Baltimore District the full amount of Corps'-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. Susan Dix  
Operations Division  
10 South Howard Street  
Baltimore, MD 21202

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

- C. Any funds advanced to the Corps' Baltimore District by the SHA in excess of the actual costs incurred that quarter shall apply toward the following quarter's Corps'-estimated expenses.
- D. If it appears that the actual quarterly cost to the Corps' Baltimore District will exceed the amount of funds already paid for that quarter, the Corps' Baltimore District 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 Baltimore District, 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 Corps to proceed, the SHA shall provide the Corps' Baltimore District with the full amount of the additional funds within thirty (30) calendar days thereafter. Future quarterly Corps'-estimated expenses may need to be adjusted so that the total annual cost does not exceed the established maximum annual amount.
- E. The Corps' Baltimore District will utilize funds issued by the SHA to cover all Baltimore District expenses for the Corps' staff funded by SHA, including but not limited to, salaries, travel, per diem, administrative overhead, and SHA-



authorized training and overtime, pursuant to this Agreement. Established Corps' accounting procedures will be used for recording costs.

### Article III. Period of Performance

- A. The term of this Agreement shall remain in effect so long as (i) the USDOT continues to provide funding to federal agencies participating in the environmental review process and Congress grants the Corps the authority to accept such funding, and (ii) this Agreement has not been terminated sooner in accordance with Paragraph III.B. below. However, this Agreement 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.
- B. If either party wishes to terminate this Agreement 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 Agreement, 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 Agreement 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 Agreement 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 Agreement ninety (90) days from the date of the written notice, unless both parties agree to an alternate date.

- C. Within thirty (30) days of terminating this Agreement, the Corps shall provide to SHA a final accounting of the actual cost incurred in that quarter. The Corps' Baltimore District 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 the SHA's duty in accordance with Article II to pay for any costs which may become known after the final accounting.

Article IV. Project Officers

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

Mr. Paul Wettlaufer, Transportation Program Manager  
U.S. Army Corps of Engineers, Baltimore District  
P.O. Box 1715  
Baltimore, MD 21203-1715  
Phone: (410) 962-5676  
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

Article V. Required Clauses

- A. During the performance of this Agreement, 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 Agreement or any benefit that may arise there from.
- C. The parties agree that any hiring pursuant to this Agreement 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.

#### Article VI. Modification

Any changes, amendments corrections, or additions to this Agreement, 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 Agreement (or their designees); shall be in accordance with applicable law; and shall become effective upon written approval by both parties.

Article VII. Signatures

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper duly authorized officers on the date first above written.

Maryland State Highway Administration

By: Neil J Pedersen  
Neil J. Pedersen, Administrator

March 27, 2006  
Date

U.S. Army Corps of Engineers

By: Robert J Davis  
Col. Robert J. Davis,  
Baltimore District Engineer

13 Mar 06  
Date

## ATTACHMENT A TASKS

The Corps' 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 Corps 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 Corps' guidance, in order to accomplish expedited project reviews
- Perform expedited internal Corps' 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 Corps, 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 Corps

The Corps' 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 Corps' 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 Corps' permit decision documents
- Submit monthly 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 Corps' 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 Corps 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 Corps 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 Corps 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.

## *Program Performance Standards*

A. An evaluation of the substance of Corps' comments will be conducted (i) through a programmatic review by the Corps and SHA management of a random selection of comments, and (ii) by discussions with involved regulatory personnel quarterly.

B. Timeliness will be evaluated by the following standards:

Met established timeframes 100-90% of the time = Good

Met established timeframes 90-80% of the time = Satisfactory

Below 80% = Needs Improvement

## **II. Technical Assistance**

A. *Meetings*: The Corps 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 Corps will coordinate other means for providing input or assistance. After the meeting that was not attended, the Corps will coordinate with the SHA staff person to review what happened and determine whether an additional meeting should be scheduled. The Corps will also convene meetings when necessary to address specific concerns, or to facilitate interagency coordination. However, the Corps 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 Corps' permit evaluation.

B. *Field Reviews*: The Corps 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 Corps will



coordinate other means for providing input or assistance. After the field review that was not attended, the Corps 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.

C. *Technical Assistance with Scoping, Planning, Design, and Construction:*  
The Corps will clearly identify potential problem 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 Corps' concerns, suggestions, and recommendations not be incorporated, the SHA and the Corps will work towards resolution.

### *Standards*

A. Participation in meetings will be evaluated by attendance and participation (as reflected in meeting minutes) as follows:

100-90% attendance and participation = Good  
90-80% attendance and participation = Satisfactory  
below 80% = Needs Improvement

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

100-90% attendance and participation = Good  
90-80% attendance and participation = Satisfactory  
below 80% = Needs Improvement

C. The Corps' 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

100-90% success rate resolving issues in cooperative/timely manner = Good  
90-80% success rate resolving issues in cooperative/timely manner = Satisfactory  
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 consistent Corps' involvement (e.g. Interagency Training, TEA-21 Streamlining, Environmental Justice). While serving on each group, the Corps will attend all major meetings; provide comments and input relative to the Corps' mission, policies, and guidance; and produce any requested decisions or comments within SHA's and the Corps' mutually agreed upon time frames. When the Corps' 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 conforming to regulatory requirements, the Corps will provide input regarding resources within its purview, upon request.

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

#### *Standards*

**A** Task force involvement will be evaluated based on the level of participation and substance of contribution. In making this evaluation, consideration

be given to the number of task forces, project workload, and the expertise that the Corps can provide

B. Policy review will be evaluated for the substance and business commitments provided.

C. Dissemination of Corps regulatory policy and guidance will be evaluated for

Guidance document disseminated through acceptable  
Guidance and documents disseminated after 30 days Needs  
improvement

#### Outreach and Communication

It is expected that the Corps increased its presence in SHAP will lead to growth in working relationship trust and performance. A part of this process is the Corps' operations systems to improve engineering efficiency, and streamline the total workload process. Often these efforts expand the Corps beyond what describes the standards that far. This standard describes the future duties this position and ended to accommodate the expansion of the future roles this position beyond what currently existed. A major part of these efforts will be coordinated with SHAP and agreed upon before the initiation of work.

#### Standard:

A. These standards constitute based on the complexity and difficulty of the initiative and manual determined the Corps' SHAP. Progress will be evaluated based on input provided to SHAP at quarter manager meetings.