

PROPOSED AMENDMENTS TO
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding to Establish Zoning Enforcement Procedures in the City of College Park is made this _____ day of _____, 2002, by and between the City of College Park, Maryland, a municipal corporation of the State of Maryland, and the County Council of Prince George's County, Maryland, sitting as the District Council for that part of the Maryland-Washington Regional District in Prince George's County.

W I T N E S S E T H

WHEREAS, §22-119 of the Land Use Article, Annotated Code of Maryland, vests in each municipal corporation in the Maryland-Washington Regional District in Prince George's County concurrent jurisdiction with the County Council of Prince George's County, sitting as the District Council, to enforce zoning laws within the corporate limits of the municipal corporation; and

WHEREAS, the City of College Park, Maryland, wishes to assume the duty and exercise the power of enforcement of zoning laws within its corporate limits; and

WHEREAS, the District Council is willing to cooperate with the City in the enforcement of the County's zoning laws, subject to certain conditions; and

WHEREAS, the City will implement stated operating procedures, after District Council approval, for City enforcement of County zoning laws within the City, in accordance with the conditions; and

WHEREAS, the City represents that it has the resources to perform the obligations set forth in this Memorandum of Understanding.

NOW, THEREFORE, the parties mutually agree as follows:

1. City Powers and Duties; Definitions

(a) On December 1, 2002, the City will assume the duty and first exercise the power, pursuant to §22-119 of the Land Use Article, as amended, and as authorized in this Memorandum of Understanding, to enforce the Prince George's County Zoning Ordinance within the corporate limits of the City of College Park. On and after that date, zoning violation cases within the City will be the primary duty and responsibility of City government, which will have all enforcement powers then possessed by County government under the Act.

(b) The City's assumption of zoning enforcement powers and duties shall not be deemed to diminish any City power or authority under §§ 25-301 or 25-303 of the [] Land Use Article, or any other law.

(c) In this Memorandum of Understanding, the following terms have the indicated meanings:

"Board" or "Board of Appeals" means the Board of Appeals of Prince George's County, sitting as the Board of Zoning Appeals.

"City" means the City of College Park, Maryland.

"Commission" or "Planning Commission" means the Maryland-National Capital Park and Planning Commission.

"County" means Prince George's County, Maryland.

"Department" means the County Department of Permitting, Inspections and Enforcement.

"District Council" or "Council" means the County Council of Prince George's County, Maryland, sitting as the legislative branch of County government or as the District Council, under the provisions of the Regional District Act.

"Memorandum" or "Memorandum of Understanding" means this Memorandum of Understanding between the City and the Council.

"Ordinance" or "Zoning Ordinance" means the Prince George's County Zoning Ordinance, set forth in Subtitle 27, Prince George's County Code, as amended from time to time.

"Planning Board" means the Planning Board of the Maryland-National Capital Park and Planning Commission.

(d) In this Memorandum, the words "will" and "shall" are mandatory.

2. **City Procedures**

(a) The City will implement Zoning Ordinance enforcement procedures conforming to the outline approved by the City Council. A copy of the approved outline is attached as Exhibit A and incorporated herein by reference. Under its delegated power, the City will enforce the Ordinance and require compliance on all properties within municipal boundaries, except for construction operations proceeding under a County grading or building permit and uses which

are the subject of active use and occupancy permit applications on file with the Department, which will continue to be enforced by the County.

(b) All City actions to enforce the Zoning Ordinance will be taken by City enforcement officers under the direction of the City Manager and City Attorney. The City Attorney is authorized to appear before the Board of Appeals, the Planning Board, the Council, and any State court to enforce the Ordinance and to defend claims, including appeals and requests for waivers or variances, which are related to Ordinance enforcement.

(c) The City is not authorized to issue County building, grading, use and occupancy, or other County permits issued by the County Department of Permitting, Inspections and Enforcement, the City is not authorized to override Department interpretations of the Ordinance in issuing County permits, and the City is not authorized to perform inspections for County permit applications. The City may initiate and pursue enforcement action for any property which does not have the required County use and occupancy permits for its use or uses. This Memorandum of Understanding does not diminish, limit or affect the City's right to issue City building, occupancy, health and safety, rental or business permits or other licenses or permits, or to exercise those powers authorized by the Local Government Article, Annotated Code of Maryland, or any other law, or to adopt or enforce City laws under its municipal powers.

(d) The City will file with the individual designated by the Department a copy of each citation or violation notice, within one business day after service on the person deemed in violation. Filing may be completed by delivery, by ordinary mail, or by other means agreed to by the City and the Department.

3. **Zoning Ordinance Interpretations; Appeals**

(a) The City shall enforce the provisions of the Zoning Ordinance in strict accordance with its language. If the City or the Department has a question about a City interpretation or enforcement practice, it may raise the matter with the City Attorney, who may consult with the County Attorney or the District Council's attorney. The City Attorney, County Attorney, and Council attorney shall consult from time to time, as needed, on Ordinance interpretations and enforcement practices.

(b) Nothing in this Memorandum authorizes the City to impose standards or requirements which the Zoning Ordinance does not establish or which the Department or other

County zoning officials could not impose, nor may the City overrule prior Department or County interpretations of the Zoning Ordinance in particular cases.

(c) A City zoning citation or notice of violation may be appealed by the subject property's owner or by its occupant, where the occupant is responsible for the structure or use cited. All appeals of City citations or violation notices shall be to the Board of Appeals. The procedures to be followed in appeals, including time requirements and other procedures, are the same as those in zoning appeals to the Board for properties outside the City.

4. **City Access to Department Records**

The Department and the County will provide the City access as needed, on a case-by-case basis, to all permit information and property information and records in the Department's files related to the City's enforcement of the Zoning Ordinance.

5. **Annual City Reports; Meetings; Zoning Liaisons**

(a) Each year after 2002, on or before December 1, the City will provide to the Council and the Commission an annual report of the City's Zoning Ordinance enforcement activities for the prior 12 months. The report shall contain summaries of all activities and case information requested by the County or the Commission.

(b) At the request of the City, County, or Commission, meetings may be held from time to time to facilitate City enforcement activities, to allow City access to County data and records, to ensure uniform interpretation of the Zoning Ordinance and uniform enforcement practices by City and County, and to encourage City, County, and Commission cooperation in the enforcement and administration of the Zoning Ordinance.

(c) The City and County will each appoint one or more persons to act as zoning liaison, to facilitate prompt and effective communication concerning zoning enforcement matters.

6. **City Indemnification**

The parties agree that the City shall be responsible for carrying out the enforcement of the Zoning Ordinance within City boundaries, in strict accordance with the Prince George's County Zoning Ordinance. The City, to the extent permitted by law and without waiving common law and other governmental immunities and the provisions §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of

Maryland,, shall indemnify and hold the County harmless from and against any and all actions, liabilities, claims, suits, damages, costs, or expenses, of whatever kind or nature, which may be brought or made against the County or any County agency or department which the County must pay and incur by reason of, or in any manner resulting from, the City's performance or failure to perform any obligation under the law or the terms of this Memorandum of Understanding.

7. Severability

If any word, sentence, or part of this Memorandum of Understanding is determined by a court of competent jurisdiction to be invalid under any applicable law, such provision shall be deemed void, but the remainder of this Memorandum of Understanding shall continue in full force and effect, to the extent that it is consistent with the enforcement of the Prince George's County Zoning Ordinance and the Regional District Act. This Memorandum of Understanding shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.

8. Notices

All notices made or required to be given pursuant to this Memorandum of Understanding shall be in writing and deemed to be duly served if and when mailed by registered mail, postage prepaid, return receipt requested, to the other party at the address set forth here or at such other address as the party may hereafter designate in writing. Notice to the District Council shall be deemed sufficient if addressed as follows:

Council Administrator
Prince George's County Council
County Administration Building
14741 Gov. Oden Bowie Drive
Upper Marlboro, MD 20772

A copy shall also be sent by first-class mail to the District Council's attorney.

Notices to the City shall be deemed sufficient if addressed as follows:

City Manager
City of College Park
4500 Knox Road
College Park, MD 20740

A copy shall also be sent by first-class mail to the City Attorney.

9. Duration of Agreement; Extensions; Notice of Termination

This Memorandum of Understanding shall be effective on the 1st day of December, 2002, and shall run from year to year thereafter. This Memorandum shall be extended automatically, without further action, unless either party gives to the other notice of termination, in writing, not later than 120 days prior to the end of an annual term.

10. Third Party Rights

This Memorandum of Understanding and any documents executed in connection with it are intended only for the benefit of the parties, and no rights are intended or shall be deemed to be granted to any other persons.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the date and year first written above.

CITY OF COLLEGE PARK, MARYLAND

ATTEST: _____

By: _____

Patrick L. Wojahn, Mayor

COUNTY COUNCIL OF PRINCE
GEORGE’S COUNTY, MARYLAND,
SITTING AS THE DISTRICT COUNCIL
FOR THAT PART OF THE MARYLAND-
WASHINGTON REGIONAL DISTRICT
IN PRINCE GEORGE’S COUNTY
MARYLAND

ATTEST: _____

By: _____

Derrick Leon Davis, Chair