

**MEMORANDUM OF UNDERSTANDING
TO ENFORCE CITY BOATING CODE
IN WEEMS CREEK**

THIS MEMORANDUM OF UNDERSTANDING is entered into this _____ day of _____, 2016, by and between ANNE ARUNDEL COUNTY, MARYLAND (the "County") and the CITY OF ANNAPOLIS (the "City").

WHEREAS, due to its national popularity as a boating destination, the City has enacted a comprehensive set of municipal ordinances to regulate the safe and orderly use of City waters, which includes the appointment of a Harbormaster to patrol and enforce those ordinances; and

WHEREAS, the County has not adopted ordinances to regulate the use of County waters; and

WHEREAS, the channel of the waters of Weems Creek is the boundary line between the County and the City; and

WHEREAS, Weems Creek is a popular anchoring spot for local and transient vessels, due to its protected waters as well as the location of a public landing on Tucker Street; and

WHEREAS, the City has found that owners of vessels anchored in Weems Creek often evade enforcement of the City boating ordinance by moving the vessels to the County side of the Creek, often to the detriment of citizens who live on the County side of Weems Creek; and

WHEREAS, the County and the City agree that it is in the best interests of the health, safety and welfare of its citizens to allow the City a limited extension of jurisdiction for the purpose of enforcing the City Boating Ordinance over both the City and County portions of Weems Creek; and

WHEREAS, through the enactment of County Bill 54-16, the Anne Arundel County Council has authorized the County Executive to enter into a Memorandum of Understanding with the City to allow a limited extension of jurisdiction to the City for the purpose of enforcing the City Boating Ordinance over both the City and County portions of Weems Creek; and

WHEREAS, by this Memorandum, the County intends to authorize the City, through its Harbormaster, to apply and enforce certain provisions of the City Boating Ordinance throughout the waters of Weems Creek, including the portion owned by the County.

NOW, THEREFORE, for and in consideration of the mutual premises hereof, the parties hereto agree as follows:

1. The County agrees that the City may apply and enforce the provisions of Title 15 Chapters 15.04.030 through 15.14.040 of the Code of the City of Annapolis over the waters of Weems Creek as may lie within the boundaries of the County. This limited extension of

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jurisdiction is subject to the State of Maryland's paramount rights and the doctrine of preemption, as applicable.

2. The extension of enforcement authority shall be limited to the specific sections of the City Code cited herein, and shall not extend to permitting, collection of fees or regulation of any improvements extending into the waters of Weems Creek from land within the County.

3. The parties agree that that this MOU shall not expand the City's right to place moorings in Weems Creek and that no City moorings shall be placed or relocated to the County side of the Creek.

4. Any enforcement actions taken by the City pursuant to this Memorandum shall be taken under the authority of the County and as an agent of the County. Any fines assessed for a violation of applicable City Code provisions and any costs incurred by the City in impounding a vessel for a violation of the City Code may be collected and retained by the City.

5. Subject to the appropriation of funds, the County agrees to indemnify and hold the City harmless from any claims, losses or liabilities, including attorney's fees, incurred by the City related to or arising out of any actions of the City authorized under this Memorandum of Understanding.

6. This Memorandum shall remain in full force and effect until terminated, in writing, by either party hereto.

WITNESS the hands and seals of the parties hereto.

ATTEST:

**ANNE ARUNDEL COUNTY,
MARYLAND**

By: _____ (SEAL)
Steven R. Schuh
County Executive

Approved for Form and
Legal Sufficiency:

Anne Arundel County Office of Law

Date

CITY OF ANNAPOLIS

By: _____ (SEAL)
Michael J. Pantelides, Mayor

Approved for Form and
Legal Sufficiency:

City Attorney

Date