MEMORANDUM OF UNDERSTANDING

Inter-Municipal Collaborative Committee on Wells Run

This Memorandum of Understanding is effective this 6th day of December, 2010, by and between the City of Hyattsville, the Town of Riverdale Park, and the Town of University Park, each of which is a municipal corporation of the State of Maryland, hereinafter referred to collectively as the Municipalities.

W I T N E S S E T H

Whereas, the stream known as Wells Run rises, flows, and enters into the Northeast Branch of the Anacostia River, all within the combined areas of the City of Hyattsville, Town of Riverdale Park, and Town of University Park in Prince George's County, State of Maryland; and

Whereas, the residents of the Municipalities highly value Wells Run, the qualities and amenities which the stream visits upon their communities, and the potential to enhance the ecological and amenity value of Wells Run in each community; and

Whereas, the Municipalities are experiencing negative effects from the velocity and volume of storm water runoff consequent to the loss of pervious surface, which left unmitigated will diminish the integrity of major roadways serving our communities and endanger public safety; and

Whereas, the degradation of water quality and erosion in Wells Run are diminishing its safety and utility as a recreational stream; and

Whereas, the Municipalities have decided to establish the Inter-Municipal Collaborative Committee on Wells Run for the purposes of protecting and restoring the integrity of Wells Run so that it will serve all communities as a healthy stream and passive recreation area for generations.

NOW THEREFORE, in consideration of the sum of the foregoing, the mutual

promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Hyattsville, Town of Riverdale Park, and Town of University Park recognize their mutual interest in the protection and restoration of Wells Run, and agree to work together to protect Wells Run and restore it to healthy condition, and further agree as follows:

1. The "Whereas" clauses set forth above are included and incorporated as part of this Memorandum of Understanding.

2. The Inter-Municipal Collaborative Committee on Wells Run be and it is hereby established to advise the municipalities and is charged with: 1. developing a short-term and long-term stream restoration plan; 2. facilitating the development of passive recreational enhancements along Wells Run; 3. facilitating the evaluation of stormwater plans that may impact Wells Run; and, 4. facilitating the collection and dissemination of environmental data in support of the three items immediately above.

   Each Municipality shall appoint three representatives to serve on the Committee for an initial term ending on July 1, 2012. At least one of the representatives must be a member of the municipality's elected body. Subsequent appointments or the filling of vacancies shall be handled by each governing body in a manner it chooses; however, at all times at least one elected official from each municipality must serve on the Committee.

   The Committee shall select its own Chair and other offices, and organize sub-committees as it requires. It may request expertise and information from individuals and entities, such as staff from the Anacostia Watershed Society, in order to carry out its mission. The Committee's meetings shall be governed by the Maryland Open Meetings Act, and all meeting minutes shall be available to the public. The Committee shall provide to each municipality, at a minimum, an annual report by July 30th summarizing its meetings and activities for the preceding 12 months (more frequent updates to municipalities are expected of the Committee representatives).

3. The Municipalities agree to contribute expertise, perspective, and mutual support via membership and participation in the Inter-Municipal Collaborative Committee on Wells Run.

4. The Municipalities agree to share knowledge of the stream and its environment with each other, including photos of the stream, technical and scientific data, and analyses.

5. The Municipalities agree to work collaboratively in building community support, and to solicit the support of the Federal government, State of Maryland, Prince George's County, and other entities needed to restore and protect Wells Run.
6. The Municipalities agree to jointly plan and pursue actions to ensure that Wells Run, for its entire length, remains a valuable community resource.

7. The Municipalities agree that any position taken or request for support made by the Inter-Municipal Collaborative Committee on Wells Run must be affirmatively acted upon by each of the Municipalities before the Inter-Municipal Collaborative Committee may state support of the position or request.

8. The Municipalities agree that membership in the Inter-Municipal Collaborative Committee on Wells Run is voluntary in nature. The Municipalities may, from time to time, amend this Memorandum of Understanding and the directives to the Committee by adopting identical resolutions stating the amendments. Each municipality may at any time terminate its participation on the Committee and / or withdraw from this Memorandum of Understanding by officially notifying the other two parties.

IN WITNESS WHEREOF, the Municipalities have caused this Memorandum of Understanding to be effective as of the date and year first written above, and this Memorandum of Understanding shall automatically terminate five years from the effective date, unless it is renewed by all parties. Renewal of this Memorandum of Understanding shall be based on an evaluation of accomplishments under item 2 above.

ATTEST:

Douglas A. Barber

CITY OF HYATTSVILLE

By: _____

TOWN OF RIVERDALE PARK

Sara Schulze
Town Administrator

By: _____

TOWN OF UNIVERSITY PARK

Amy S. Headley
Amy S. Headley, Clerk

By: _____
John Rogard Tabori, Mayor