

TEMPORARY LICENSE AGREEMENT  
BETWEEN  
MAYOR AND COUNCIL OF ROCKVILLE  
AND  
MONTGOMERY CITY, MARYLAND

THIS TEMPORARY LICENSE AGREEMENT (hereinafter referred to as "License"), made this 31<sup>st</sup> day of October, 2019, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and the MAYOR AND COUNCIL OF ROCKVILLE (the "City"). The County and City are each a "Party" and are collectively referred to as the "Parties" in this License.

WHEREAS, the City is the owner of the property and improvements thereon located at 6 Taft Court, Rockville, MD 20850 ("Property"); and

WHEREAS, the Parties entered into a Right of Entry Agreement on September 20, 2019; and

WHEREAS, pursuant to the Right of Entry Agreement, the County had the right to conduct certain analyses, evaluations and repairs to the building systems, and perform non-structural modifications to the building, including demolition to interior spaces, in addition to other tests and studies ("Studies and Repairs"); and

WHEREAS, pursuant to the terms of the Right of Entry Agreement, and with the approval of the City, the County has been conducting Studies and Repairs at the Property;

WHEREAS, the Parties wish to enter into this License to set forth the terms and conditions that will govern the County's temporary use of a portion of the Property.

NOW, THEREFORE, in consideration of the covenants contained, in this license, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows:

1. LICENSE AND PERMITTED USE: The City hereby grants to the County, subject to the terms and conditions of this License, a revocable license for the use of the Property and for the undertakings set forth in this License. The County may use the portion of the Property identified with hatch marks on Exhibit A for the purpose of a temporary 100-bed homeless men's emergency shelter (the "Shelter Area") from November 1, 2019, through no later than April 30, 2020.

2. TERM: The term of this License commences on the day it is executed by both Parties and terminates on May 15, 2020.

3. LICENSE FEE: The County will pay to the City a licensee fee of \$216,000 ("License Fee") for the use of the Property. The License Fee must be paid in its entirety by November 1, 2019.

4. USE OF SHELTER AREA: The County is responsible for obtaining an occupancy permit in the County's name from the City, and all other licenses and certifications required by federal, state, county, and city laws and regulations. The County will use and occupy the Shelter Area for no purpose other than a temporary 100-bed homeless men's emergency shelter.

5. CONDITION OF PROPERTY: The County accepts the Property in "as is" condition. The City is under no obligation to make any repairs, renovations, or alterations to the Property. The County agrees to maintain the Property in good condition and state of repair and free of clutter throughout the term of this License. The County is responsible for any damage to the structure, grounds, or contents of the building belonging to City due to any act or omission of the County, County's employees, invitees, guests, contractors, or agents. In the event of such damage, the County must make the necessary repairs or replacement to the satisfaction of the City.

6. ALTERATIONS AND IMPROVEMENTS:

A. The County cannot undertake any alterations, changes, or improvements to the Property without the prior written consent of the City. All requests for alterations, changes, and improvements to the Property must be submitted in writing to Tim Chesnutt, Director of Recreation and Parks, 111 Maryland Ave, Rockville, MD 20850. Once the City's consent has been obtained, the County will be responsible for the acquisition of any and all necessary permits and for the observance of all building and zoning ordinances and regulations then in effect. Failure to adhere to any previously approved plans, applicable ordinances, or regulations shall be deemed to be a breach of this License. The County may continue performing any Studies and Repairs that have been approved by the City pursuant to the Right of Entry Agreement. All analyses, reports, evaluations, as-builts, and other documents produced or obtained by the County related to the Property must be provided to the City Recreation and Parks Department at 14625 Rothgeb Drive, Attn: Steve Mader, Rockville, MD 20850 and sent electronically to [smader@rockvillemd.gov](mailto:smader@rockvillemd.gov).

B. The City's Approval and Inspection: In order to secure the City's approval of any alterations, changes, or improvements to the Property, the County must submit to the City the scope of work, specifications, and installation plans clearly setting forth the work to be performed. The City's approval must not be unreasonably delayed or withheld. The City will inspect the Property upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes and regulations. In the event that the completed work is not satisfactory to the City, the

County must undertake any corrections deemed necessary by the City, at the County's sole risk and expense.

7. REPAIRS, MAINTENANCE, AND SERVICES:

A. Prior to Occupancy: Prior to the County using the Shelter Area for a temporary 100-bed homeless men's shelter, the following must be completed:

- i. Remove all electric, cable, phone, and information technology wiring and conduits not being used by the County. Demolition should be back to the panel, information technology room, or D-mark.
- ii. Cap and label all water and sewer pipes.
- iii. Remove all flooring in the Shelter Area, with the exception of the restrooms.
- iv. Remove all shrubs on the exterior of the building, including grinding out the stumps. Do not remove the Crepe Myrtle surrounding the outdoor patio.
- v. Remove the two Fichus trees, including the roots, that are within the building.
- vi. Remove all furniture in the building, with the exception of the pieces on the 3<sup>rd</sup> floor in the north wing that are identified by blue painters' tape.
- vii. Demolition of the 3<sup>rd</sup> floor south wing as marked including electric, cable, phone, and information technology wiring and conduits, ceiling grids and tile, lab equipment, furniture, and exhaust systems for the lab (including portion of the exhaust system on the roof).
- viii. Demolition of the 1<sup>st</sup> floor north wing, east side as marked, including electric, cable, phone and information technology wiring and conduits, ceiling grids and tiles. Remove all electric, cable, phone, and information technology wiring and conduits in the 1<sup>st</sup> floor north wing area.
- ix. Remove the annunciator panel and replace it with a new annunciator panel that has the capacity to serve the future use for entire building.
- x. Install secure partitions between the north and south wings.
- xi. Complete State inspections for the elevator in the building.
- xii. Complete all required inspections and repairs to the sprinkler system.

xiii. Install Americans with Disabilities Act (“ADA”) compliant parking and an ADA accessible route to the main entrance of the building.

xiv. Repair or replace all HVAC units that serve the Shelter Area.

xv. Install and make operational a smoke detection system, a carbon monoxide detection system, and a smoke control system (collectively, the “Systems”). The final location of the Systems is subject to City approval. The Systems must be inspected and approved in accordance with State, County, and City laws and regulations and certified as operational.

B. Once Occupancy Commences: Once the County begins using the Shelter Area as a temporary 100-bed men’s homeless shelter, the County must, at its sole cost and expense:

- i. Repair, replace as necessary, and maintain the Property and all building equipment, fixtures, systems, and appurtenances to the building.
- ii. Repair, replace as necessary, and maintain the HVAC, electrical, and plumbing systems.
- iii. Pay for all utilities, including, but not limited to, electric, gas, fuel oil, water and sewer for the entire building. In the event that any utility is not separately metered or cannot be separately metered, the City will pay the amount due and invoice the County. The County must reimburse the City in full within 15 days of receiving an invoice from the City.
- iv. Provide trash removal, recycling, and pest control for the entire building.
- v. Provide fire extinguisher service and replacements as necessary.
- vi. Provide general maintenance, including but not limited to interior and exterior window cleaning, lawn maintenance including grass mowing; general grounds keeping including mulching, trimming of shrubbery and trees; snow and ice removal from sidewalks adjacent to the Property, from parking areas and driveway; gutter cleaning; light bulb replacement; carpet cleaning and repair; and maintenance required for code compliance. The County must not proceed with or use any unusual or hazardous materials in the performance of these

requirements without prior written consent of the City.

- vii. Provide all custodial and janitorial services.
- viii. Provide telephone and internet service.
- ix. Provide 24-hour on-site security personnel for the entire building.
- x. Replace any appliance when, in the City's sole judgment, replacement is necessary due to abuse, misuse, or negligence on the part of the County, its employees, invitees, guests, contractors, or agents. All appliances must be approved by the City prior to their installation.

8. FIXTURES: Plumbing, electrical, and HVAC fixtures and all other fixtures installed by the County must remain on the Property at the end of the Term.

9. TERMINATION OF LICENSE; REQUIREMENTS: At the end of the Term of this License:

A. The County must remove its personal property from the Property, except that all security systems installed, including cameras, recorders, and door swipes, must be left in place at no cost to the City. The County must repair any damage caused by reason of the removal of any of the personal property. Any personal property remaining in or on the Property after termination of the License will become property of the City. The City may dispose of any such property in the manner it deems appropriate. The County will be responsible for any costs related to the disposal of any personal property left by the County.

B. The County must remove all alterations and improvements, including, but not limited to, dry wall, interior partitions, non-structural walls, and flooring, in the Shelter Area as required or directed by the City. Prior to commencing any work to remove any alterations or improvements in the Shelter Area, the County must receive the City's written approval to commence any work.

C. The County must contract with a professional exterminator to survey the entire building for rats, bed bugs, lice, and other pests and provide the City with any reports from the professional exterminator. The County must treat the building for any pest infestation at the direction of the City. After any treatment for pest infestation, the building must be reinspected at the County's expense by a professional exterminator and any reports must be provided to the City. The County is responsible for all costs related to the removal of any pest infestation.

D. The County must pay for all damages to the Property, its fixtures, and appurtenances, as well as all damages due to any waste, misuse, or neglect

of the Property, its fixtures, and appurtenances, by the County, its employees, invitees, contractors, agents, or any other person or persons upon the Property by the County's permission.

E. The County must clean the entire interior of the building and the exterior of the Property to the satisfaction of the City.

10. INDEMNIFICATION: The County agrees to indemnify and hold the City, its elected and appointed officials, employees and volunteers, and others working on behalf of the City, harmless from and against any and all loss, cost, expense, liability or claims, arising out of the bodily injury, sickness or disease which may be sustained or claimed by any person(s), or the damage or destruction of the Property, including the loss of use thereof, based on any negligent act or omission, of the County, or anyone acting on its behalf in connection with the County's use of the Property; except that the County shall not be responsible to the City on indemnity for damages to the extent caused by or resulting from the City's negligence; and the County shall, at its own cost and expense, provide for a defense of any such claims and any suit, action, or proceeding which may be commenced thereunder, and the County shall pay any judgments which may be recovered in any suit, action or proceeding, and any and all expense including, but not limited to, costs, and settlement expenses, which may be incurred therein. Indemnification given by the County in this License is subject to the notice requirements and damage limitations set forth in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et. Seq. (the "LGTC") and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-5A-01 (collectively, the "County Indemnification Statutes"), all as amended from time to time. This indemnification is in no way intended to create any rights or causes of action in any third parties, or to increase the City's liability related to personal injuries over and above the caps provided in the County Indemnification Statutes. The provisions of this section survive the expiration of this License.

11. INSURANCE: The County must obtain at their own cost and expense and keep in force and effect during the term of the License including all extensions, All Risks or All Perils Property Insurance for the replacement cost value of the Property evidenced on a certificate of insurance or self-insurance for any and all damages which occur to the Property. The Certificate Holder shall read "The Mayor and Council of Rockville, 111 Maryland Avenue, Rockville, MD 20850". Additionally, the City must be named as a Loss Payee as evidenced on the certificate of insurance or self-insurance. Evidence of this insurance must be provided via email to Marcus Odorizzi at [modorizzi@rockvillemd.gov](mailto:modorizzi@rockvillemd.gov) no later than five (5) business days from the date the Term of the License commences.

12. RESPONSIBILITIES OF COUNTY: The County covenants and agrees as follows:

A. The County must not keep gasoline or other flammable material or any explosive on the Property which will increase the rate of fire insurance on the Property beyond the ordinary risk established for the type of operations described in Paragraph 4, above. Any such increase in the insurance rate due to the above, or due to the County's operations on the Property, will be borne by the County. The County must not willfully do any act or thing in or about the Property which may make void or voidable any insurance on the Property, and the County agrees to conform to all rules and regulations established from time to time by the City, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

B. The County must not use or allow the Property or any part thereof to be used for any illegal, unlawful or improper purpose or for any act or thing that may be a nuisance, annoyance, inconvenience, or cause damage to the Property, adjacent properties or the adjacent neighborhood.

C. The County must not place upon the Property any placard, sign, lettering or awning except such, and in such place and manner, as shall have been first approved in writing by the City.

D. The County acknowledges that all responsibilities of the County relating to the use or misuse of the Property and anything therein will be construed to include use or misuse thereof by the County's agents, employees, invitees, contractors, and guests.

E. The County acknowledges that all glass is in good condition at time of occupancy and the County will be responsible for the breakage of all glass on the Property, and agrees to replace the same without delay regardless of how the same was broken. Any window or door glass that has been or will be removed must be replaced by the County. The County further acknowledges that all appliances and equipment are in good working order.

F. The County must ensure that all entrance doors and windows in the Property including the Shelter Area are closed and locked when not in use. Further, the County, before closing and leaving the Property including the Shelter Area at any time, must close all windows and doors and secure the Property. No additional locks or bolts of any kind can be placed upon any of the entrance or interior doors or windows by the County nor can any changes be made in existing locks or the mechanisms thereof without prior written approval of the City. In the event of an approved change, the County must provide the City with keys to the facility. The County must, upon the termination of its license, restore to the City all keys of the building, offices, and bathrooms, either furnished to, or otherwise procured by, the County, and in

the event of the loss of any keys so furnished the County must pay to the City the cost thereof.

13. ACCESS: The County must at all times allow the City and the City's employees or agents to have access to the Property. The County must not interfere with or otherwise hinder the City's use of the Property.

14. NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES: The County must give to City prompt verbal notice of accidents in or damages to the Property, and, within twenty-four (24) hours, the County must follow-up with a detailed written report of such accidents or damages and what steps will be taken by the County to mitigate or correct any issues. Notwithstanding Section 18, all notices provided by the County pursuant to this section must be hand delivered and sent via e-mail to Marcus Odorizzi at 111 Maryland Ave, Rockville, MD 20850, [modorizzi@rockvillemd.gov](mailto:modorizzi@rockvillemd.gov) with an email copy to the City Attorney's Office at [cityattorney@rockvillemd.gov](mailto:cityattorney@rockvillemd.gov).

15. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that the County, at the County's expense, must promptly comply with, observe and perform all of the requirements of all of the codes, statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the federal, state, county, or city governments in which Property is located.

16. ASSIGNMENT: This License is not assignable by the County.

17. WAIVER: No waiver of any breach of any covenant, condition or agreement herein contained will operate as a waiver of the covenant, condition, or agreement itself or of any subsequent breach thereof.

18. MAILING NOTICES: All notices required or desired to be given hereunder by either Party to the other must be hand delivered and sent via email to the addresses set forth below. Notices will be deemed to be effective when hand delivered to the addresses below.

CITY:  
Mayor and Council of Rockville  
Attn: City Manager  
111 Maryland Ave  
Rockville, MD 20850  
[rdispirito@rockvillemd.gov](mailto:rdispirito@rockvillemd.gov)

With a copy to:  
Mayor and Council of Rockville  
Attn: City Attorney's Office

COUNTY:  
Montgomery County, Maryland  
Attn: David Dise  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, MD 20850  
[David.dise@montgomerycountymd.gov](mailto:David.dise@montgomerycountymd.gov)

With a copy to:  
Montgomery County, Maryland  
Office of County Attorney



111 Maryland Ave  
Rockville, MD 20850  
[cityattorney@rockvillemd.gov](mailto:cityattorney@rockvillemd.gov)

101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, MD 20850  
Attn: County Attorney

[mcgatty@montgomerycountymd.gov](mailto:mcgatty@montgomerycountymd.gov)

19. **PROHIBITION OF HAZARDOUS SUBSTANCES:** The County, its employees, invitees, contractors, agents and guests, agree not to store or bring hazardous substances onto the Property. The County indemnifies the City against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the premises by the County, its employees, invitees, contractors, agents or guests.


20. **EMERGENCY CONTACT.** The County must provide the City with the name, phone number, and email address of a person that can be contacted in the event of an emergency. The City must be notified promptly of any change in the person or their contact information.

SIGNATURE PAGE FOLLOWS

*[Faint, illegible text, possibly a signature or stamp]*

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed.

**THE MAYOR AND COUNCIL OF ROCKVILLE**


By:   
Rob DiSpirito  
City Manager

Date: 10/31/19

**MONTGOMERY COUNTY, MARYLAND**

By:   
Name: A. Jerome Fletcher  
Position: Assistant Chief Administrative Officer

Date: 10/31/19

**APPROVED AS TO FORM AND LEGALITY**  
**OFFICE OF COUNTY ATTORNEY**  
BY   
DATE 10-31-19  
Neal Asker