

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this 6<sup>th</sup> day of June, 2018, by and between SILVER SPRING UNITED METHODIST CHURCH, 8900 Georgia Ave., Silver Spring, Maryland 20910 (hereafter referred to as "LICENSOR") and MONTGOMERY COUNTY, MARYLAND, 101 Monroe Street, Rockville, Maryland 20850, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter referred to as the "COUNTY"), (COUNTY and LICENSOR together the "Parties").

### WITNESSETH

In consideration of the fees hereinafter reserved and other good and valuable covenants and obligations as hereinafter contained, the Parties agree as follows.

1. (a) LICENSOR hereby grants to COUNTY a non-exclusive license to occupy and use, subject to all of the terms and conditions herein, the surface parking lot located on the property address 8900 Georgia Ave. Silver Spring, Maryland 20910 inclusive of sixty (60) parking spaces, together with all street entrances and drive aisles (the "Licensed Area") as indicated and outlined in "EXHIBIT A" attached hereto and made part of hereof. COUNTY shall have the right to access and use of the Licensed Area for parking, Monday through Friday, 7:00am-7:00pm and Saturday 8:00am-5:00pm.

2. (a) This Agreement shall be for a term of five (5) years, commencing July 1, 2018 and expiring June 30, 2023 unless earlier terminated in accordance with the terms of this Agreement.

(b) Either Party shall have the right to terminate this Agreement upon the delivery of written notice of termination not less than sixty (60) days prior to the date upon which termination shall become effective.

(c) The annual license fee ("License Fee") is set forth below, payable in monthly installments, according to the following schedule: Annual - \$43,200.00 / \$3600.00 per month. The first month's License Fee shall be paid on the Commencement Date and thereafter paid in advance on the first day of each month, partial months to be prorated. Any License Fee payment or portion thereof received later than ten (10) days from receipt of notice of such failure to pay from LICENSOR shall be subject to a late fee of five percent (5%) of the fee in question. Should COUNTY'S failure continue for more than thirty (30) calendar days after a monthly payment becomes due and payable, LICENSOR shall have the right to terminate this Agreement for default, and pursue any other legal remedies available to LICENSOR at law or under the terms of this Agreement.

3. (a) The LICENSOR shall, at its sole cost and expense, maintain the Licensed Area in a good and safe condition, including but not limited to patching asphalt potholes and striping the parking area as necessary for optimal use, providing signage as necessary, and keeping the Licensed Area free of snow, ice and debris.

(b) The LICENSOR shall, at its sole cost and expense, keep the parking lot lights servicing the Licensed Area operational during dusk to dawn timeframes for the entire term of the Agreement.

4. Each party agrees to indemnify and hold harmless the other party for any claims that arise solely from the indemnifying party's negligent acts or omissions in the performance of its obligations under this License. With respect to the County, this indemnification is 1) subject to the liability and damages caps stated in the Local Government Tort Claims Act (LGTCA), Md. Code Ann., Cts. & Jud. Proc. § 5-301 et seq., as amended, 2) limited by the notice requirements stated in the LGTCA and 3) subject to and contingent upon the appropriation and availability of funds. This indemnification is not intended to be a waiver of governmental immunity by the County, and is not intended to create any rights or causes of action in third parties. The County will not be liable for any damages or injury occasioned by the acts, omissions or negligence of the Licensor, its agents or employees, or by failure to comply with its obligations under this MOU and the Licensor will not be liable for any damages or injury occasioned by the acts, omissions or negligence of the County, its agents or employees, or by failure to comply with its obligations under this License.

5. LICENSOR shall obtain and maintain during the term of this Agreement and until all of LICENSOR'S obligations which survive termination of this Agreement have been completed, a policy of public liability and property damage insurance as per the attached EXHIBIT "B" attached hereto and incorporated herein. COUNTY shall obtain and maintain, at its sole cost and expense, during the Term of this Agreement the following insurance: (i) general liability insurance with bodily injury limits of \$400,000 per person and \$800,000 per occurrence; and (ii) property damage insurance with a limit of \$400,000. COUNTY shall have the right to self-insure. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the Local Government Tort Claims Act

6. COUNTY, upon the expiration and termination of this Agreement, either by lapse of time or otherwise, shall peaceably surrender to LICENSOR the parking lot in the same condition received upon commencement of the agreement, reasonable wear and tear excepted.

7. It is agreed and understood that this Agreement contains all agreements, promises, and understandings between COUNTY and LICENSOR, and any addition, variation, or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties.

8. This Agreement and the performances thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maryland, and enforced only in the state courts of Maryland. Each party waives any right to a trial by jury in any legal action relating to or arising out of this Agreement.

9. All notices hereunder must be in writing and shall be deemed validly given if hand delivered to the other party or if sent by certified mail, return receipt requested, addressed as follows (or such other address as the party to be notified has designated to the sender by like notice):

COUNTY:

Montgomery County Government  
Department of General Services  
101 Monroe St. 9th floor  
Rockville, Maryland 20878  
Attention: Office of Real Estate

LICENSOR:

Silver Spring United Methodist Church  
8900 Georgia Ave.  
Silver Spring, MD. 20910

With a copy that does not constitute notice to:

Office of the County Attorney for Montgomery County, Maryland  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, Maryland 20850  
Attn: County Attorney

10. LICENSOR agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11-B-33 and Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The LICENSOR assures the COUNTY that, in accordance with applicable law, it does not and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, sexual orientation or genetic status.

11. LICENSOR represents that it has not retained a Real Estate Broker to secure this Agreement with the COUNTY.

12. LICENSOR understands that unless authorized under Section 11B-52 or Chapter 19A of the Montgomery County Code 1994, as amended, it is unlawful for a person transacting business with the COUNTY to employ a public employee for employment contemporaneous with his or her public employment.

13. It is expressly understood that the COUNTY shall not be construed or held to be a partner, co-venture, agent or associate of LICENSOR; it being expressly understood that the relationship between the Parties hereto is and shall remain at all time that of licensor and licensee.

14. Either Party shall be considered in default of Agreement upon the occurrence of any of the following:

(a) Failure to perform any term, covenant or condition of this Agreement and the continuance thereof for fifteen (15) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or for thirty (30) days following receipt of written notice from the non-defaulting party specifying said failure with respect to a default which may not be cured solely by the payment of money.

(b) If the non-monetary default may not be reasonably cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and diligently proceeds to fully cure the default.

(c) In the event of a default under this Agreement, following the expiration of any cure period provided herein, and subject to subparagraph (b) above, the non-defaulting party shall have the right to terminate this Agreement, in addition to pursuing any and all available remedies at law and in equity.

15. LICENSOR warrants and represents that it will be solely liable for the clean-up and removal of hazardous substances that it generates, or causes to be placed on the Licensed Area, and will be solely liable for any damages resulting to any users of the Licensed Area as a result of its introduction of any such hazardous substances.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the Parties hereto have set their hand and affixed their respective seals the day and year first above written.

WITNESS:

By: Julie L White

COUNTY:

Montgomery County, Maryland

By: Ramona Bell Pearson

RAMONA BELL PEARSON, Assistant  
KASSIRI Chief Administrative Officer

Date: 6/20/18

WITNESS:

By: Sebastian

LICENSOR:

Silver Spring United Methodist Church

By: Andrew Kirkland  
Andrew Kirkland, Director

Date: 6/19/18

Approved for legal form and legality:  
Office of the County Attorney

By: J. L. G.

Recommended:

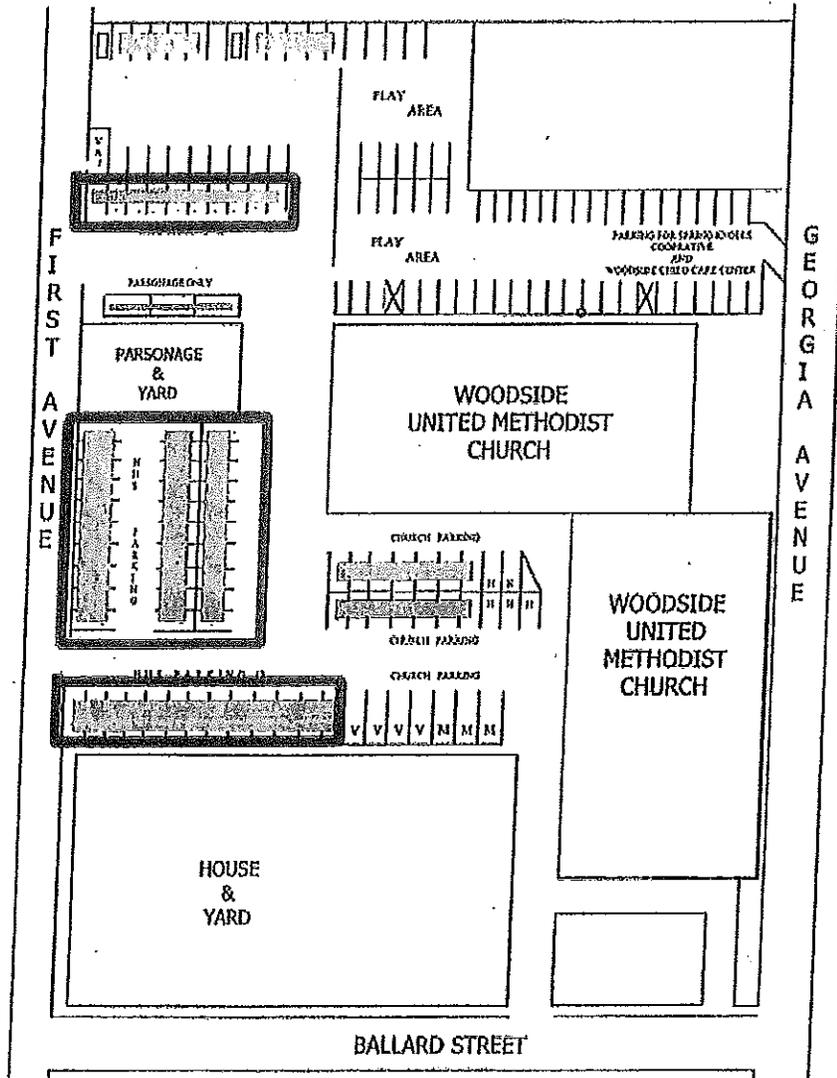
By: Cynthia Breneman 6/5/18  
Cynthia Breneman, Director  
Office of Real Estate

# Exhibit "A"

Parking at Silver Spring United Methodist Church  
(Woodside United Methodist Church)

8900 Georgia Ave  
Silver Spring, MD 20910

For DHHS Employee Permit Parking



Please park in the red-outlined areas as marked above. Thank you!

Should you have questions, please feel free to call the church office at 301.587.1215 or talk to your agency contact person.

## EXHIBIT B

### MANDATORY INSURANCE REQUIREMENTS:

Prior to the execution of the license by the County, the licensor must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the Licensor shall provide a copy of the insurance policies. The Licensor's insurance shall be primary.

#### Commercial General Liability

A minimum limit of liability of **ONE MILLION DOLLARS (\$1,000,000)** combined single limit, for bodily injury and property damage coverage per occurrence including the following coverage:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

#### Automobile Liability Coverage

A minimum limit of liability of **ONE MILLION DOLLARS (\$1,000,000)** combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

#### Worker's Compensation/Employer's Liability

Meeting all requirements of Maryland Law and with the following minimum limits:

- Bodily Injury by Accident - \$100,000 each accident**
- Bodily Injury by Disease - \$500,000 policy limits**
- Bodily Injury by Disease - \$100,000 each employee**

#### Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

#### Policy Cancellation

Thirty (30) days written notice of cancellation or material change of any of the policies is required.

#### Certificate Holder

Montgomery County, Maryland  
Department of General Services / Steve Batterden  
101 Monroe St. , 9<sup>th</sup> Floor  
Rockville, Maryland 20850