

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2016, Legislative Day No. 8

Bill No. 29-16

Introduced by Mr. Fink, Chairman (by request of the County Executive)

By the County Council, April 18, 2016

Introduced and first read on April 18, 2016 Public Hearing set for and held on May 16, 2016 Bill Expires July 22, 2016

By Order: Elizabeth E. Jones, Administrative Officer

A BILL ENTITLED

AN ORDINANCE concerning: Lease of certain County-owned property that is currently 1 used to operate public library facilities and a headquarters facility to The Public Library 2 3 Association of Annapolis and Anne Arundel County, Inc. 4 FOR the purpose of authorizing the Lease of fourteen County-owned properties as more fully 5 6 set forth herein, that are currently used by The Public Library Association of Annapolis 7 and Anne Arundel County, Inc. to operate public library facilities and a headquarters facility pursuant to the Education Article, § 23-405, of the State Code. 8 9 10 WHEREAS, the County owns fourteen parcels of real property identified as: Annapolis Regional, 1410 West Street, Annapolis, MD 21401; Broadneck, 1275 11 Green Holly Drive, Annapolis, MD 21401; Brooklyn Park, 1 East 11th Avenue. 12 Baltimore, MD 21225; Crofton, 1681 Riedel Road, Crofton, MD 21114; Deale 13 Community, 5940 Deale Churchton Road, Deale, MD 20751; Eastport Annapolis 14 Neck, 269 Hillsmere Drive, Annapolis, MD 21403; Edgewater, 25 Stepneys Lane, 15 Edgewater, MD 21037; Library Headquarters, 5 Harry S. Truman Parkway, 16 17 Annapolis, MD 21401; Linthicum, 400 Shipley Road, Linthicum, MD 21090; Maryland City, 3501 Russett Common, Laurel, MD 20724; North County (Glen 18 Burnie Regional), 1010 Eastway, Glen Burnie, MD 21061; West County (Odenton), 19 20 1325 Annapolis Road, Odenton, MD 21113; Riviera Beach, 8690 Ft. Smallwood Road, Pasadena, MD 21122; and Severna Park Regional, 45 McKinsey Road, 21 Severna Park, MD 21146, ("the Properties"), all of which are currently used by The 22 Public Library Association of Annapolis and Anne Arundel County, Inc. ("the 23 24 Library") to operate public library facilities and a headquarters facility pursuant to the

Education Article, § 23-405, of the State Code; and

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1 WHEREAS, the County and the Library have determined that a lease and licensing agreement to document the relationship would be beneficial to all parties; and 2 3 4 WHEREAS, the Library has requested the County's approval and a license to permit the Library to sell naming rights on space on leased library facilities; and 5 6 7 WHEREAS, the County has agreed to permit the Library to sell naming rights to leased or licensed library facilities upon the terms and conditions set forth in the 8 9 Lease Agreement; and 10 WHEREAS, the County and Library are desirous of entering into the Lease 11 Agreement dated April 11, 2016, attached hereto as Exhibit A, to lease the existing 12 public library facilities and headquarters facility to the Library, and to permit the 13 Library to sell naming rights to leased or licensed library facilities upon the terms and 14 conditions set forth in the Lease Agreement; now, therefore, 15 16 17 SECTION 1. Be it enacted by the County Council of Anne Arundel County, Maryland, 18 That the Lease Agreement attached hereto as Exhibit A, which leases the existing public library facilities and headquarters facility to the Library, and permits the Library to sell 19 naming rights to leased or licensed library facilities upon the terms and conditions set forth in 20 therein, is hereby approved. 21 22 23 SECTION 2. And be it further enacted, That this Ordinance shall take effect 45 days from the date it becomes law. 24 25 READ AND PASSED this 16th day of May, 2016 By Order: Elizabeth E. Jones Administrative Officer PRESENTED to the County Executive for his approval this 17th day of May, 2016 Elizabeth E. Jones Administrative Officer day of May, 2016 APPROVED AND ENACTED this

> Steven R. Schuh County Executive

EFFECTIVE DATE: July 2, 2016

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF BILL NO.

29-16. THE ORIGINAL OF WHICH IS RETAINED IN THE FILES

OF THE COUNTY COUNCIL.

Administrative Officer

Lease Agreement

Between ANNE ARUNDEL COUNTY, MARYLAND and THE PUBLIC LIBRARY ASSOCIATION OF ANNAPOLIS AND ANNE ARUNDEL COUNTY, INCORPORATED

Dated APRIL 11, 2016

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LEASE AND LICENSING AGREEMENT

WHEREAS, the County owns certain property in Anne Arundel County, Maryland; and
WHEREAS, pursuant to Maryland Annotated Code, Education Article § 23-405, the County
has acquired and the Lessee has used County property to operate 14 public library facilities and a
headquarters facility and a lease and licensing agreement to document the relationship would be
beneficial to all parties; and

WHEREAS, the Lessee has requested approval and a license to permit the Lessee to sell naming rights on space on leased library facilities; and

WHEREAS, the County agrees to such lease and licensing for the purpose of selling naming rights to leased or licensed library facilities upon the following terms and conditions.

NOW, THEREFORE, WITNESSETH THAT, for and in consideration of the mutual agreements and covenants set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. PREMISES:

(A) The County does hereby lease, permit or license to the Lessee and the Lessee does hereby lease, permit or license from the County the properties listed below and as shown in Exhibit A, attached hereto and made a part hereof (the "Leased Property").

(B)

Name	Address	City	
Annapolis Regional	1410 West Street	Annapolis, MD 21401	
Broadneck	1275 Green Holly Drive	Annapolis, MD 21401	
Brooklyn Park	1 East 11 th Avenue	Baltimore, MD 21225	
Crofton	1681 Riedel Road	Crofton, MD 21114	
Deale Community	5940 Deale Churchton Road	Deale, MD 20751	
Eastport Annapolis Neck	269 Hillsmere Drive	Annapolis, MD 21403	
Edgewater	25 Stepneys Lane	Edgewater, MD 21037	
Library Headquarters	5 Harry S Truman Parkway	Annapolis, MD 21401	
Linthicum	400 Shipley Road	Linthicum, MD 21090	
Maryland City	3501 Russett Common	Laurel, MD 20724	
North County (Glen Burnie Regional)	1010 Eastway	Glen Burnie, MD 21061	
West County (Odenton)	1325 Annapolis Road	Odenton, MD 21113	
Riviera Beach	8690 Ft. Smallwood Road	Pasadena, MD 21122	
Severna Park Regional	45 McKinsey Road	Severna Park, MD 21146	

(C) By taking possession of the Leased Property, the Lessee accepts the Leased

Property in the condition in which it may then be, and waives any right or claim against the County arising out of the Leased Property, including the improvements thereon, the appurtenances thereto, and the equipment thereof.

2. TERM:

- (A) Subject to the powers and privileges granted to Lessee pursuant to State Law, the term of this Lease shall be for a term of fifty (50) years, which shall commence on March 15, 2016 ("Commencement Date"), and shall terminate on March 14, 2066. This term and any renewal terms are collectively referred to herein as the "Term".
- (B) The Lease shall be renewed by mutual agreement by the Parties. The Lessee shall have the option to extend this Lease Agreement for three (3) additional fifty (50) year Terms. Lessee must give the County written notice of its intention to do so at least six (6) months prior to the end of the then current Term; provided, however, that, at and up to the time of said renewal, the Lessee has fully and completely complied with all terms and conditions of this Lease Agreement as determined by the County in its sole discretion. The County may agree to or reject the request for extension in its sole discretion.
- 3. RENT: The Lessee shall pay to the County the sum of One Dollar (\$1.00) as rent for all structures listed in Paragraph 1 or subject to amendment for the twelve month period from March 15 through March 14 and for each subsequent twelve month period remaining in any Term of this Lease Agreement. All sums due and payable by the Lessee to the County under paragraph 3 of this Lease Agreement shall be referred to herein as "Rent." Rent shall be paid in advance annually. The initial payment of Rent shall be made payable to the Anne Arundel County Office of Finance and delivered to the County's Office of Central Services, Real Estate Division, 2660 Riva Road, Annapolis,

Maryland 21401. Subsequent Rent payments shall be payable in response to an invoice issued by the County. Payment shall be to the County Office of Finance or to such other person, in such other form, or to such other place as the County may, from time to time, designate in writing at least thirty (30) days in advance of any Rent due date.

- 4. ASSIGNMENT: The Lessee may not assign or transfer all or any part of its interest in this Lease or in the Leased Property, nor sublet all or part of the Leased Property without the express written consent of the County, which consent may be granted or withheld by the County in its sole and absolute subjective discretion.
- 5. USE OF LEASED PROPERTY: Not withstanding Paragraph 6, the Leased Property shall be used by the Lessee only for Library Purposes, defined herein as a public space open to the community for meeting and a place where books, magazines, other materials (such as videos and musical recordings), and computers or other electronic devices are available for people to use or borrow; or for any other purpose as duly authorized by Subtitle 4 of Education Article, Maryland Annotated Code. The Lessee shall at all times during this Lease maintain the Leased Property in a clean and orderly manner.
- 6. NAMING RIGHTS: The County hereby grants license to the Lessee to authorize or sublease to other persons or entities for revenue the name of any Library facility or portion thereof constructed on County-owned land and to retain that revenue subject to a policy adopted by the Library Board of Trustees. The County shall have the absolute right of approval of any and all naming rights agreements and signage depicting any such name. The County may approve or disapprove any naming rights agreement or signage for any reason, and its decision shall be final. Permits for signage must be obtained in accordance with County law. The County shall not fund any

portion of the installation, manufacture, fit, or finish of the signage to commemorate the name of any building leased under this Agreement.

- 7. PERMITS: The Lessee shall, at its sole cost and expense, obtain all Federal, State, County and other permits and governmental authorizations required in order to implement its use of the Leased Property, including but not limited to, any variance, special exception, or zoning certificate of use required under the Zoning Article of the Anne Arundel County Code. The Lessee shall provide the County with copies of any or all permits and governmental authorizations, and no installations or other work will be performed by the Lessee until any or all required permits are obtained and submitted to the County.
- 8. TAXES: The Lessee shall be responsible for all real estate taxes, if any, assessed against the Leased Property which are directly attributable to the Lessee's facilities and use. If assessed to the County, such taxes shall be paid by the Lessee as additional Rent after the County provides the Lessee with adequate supporting documentation. Any other taxes assessed against any improvements constructed or installed by the Lessee shall be paid by the Lessee to the County as additional Rent after the County provides the Lessee with adequate supporting documentation.
- 9. UTILITIES: The County shall continue to pay the costs of installation, connection, and use for all utilities on the Leased Property including electricity, water and sewer, gas, and any heating fuel costs.
- 10. REVENUE EARNED FROM RENEWABLE ENERGY PROJECTS:
 Notwithstanding the provisions of paragraph 6, should the County determine that a building or
 property leased or used under this Agreement could generate revenue or renewable energy credits as
 a result of a County or any other authorized investment of funds, the County shall have the absolute

right to take any reasonable steps necessary to realize the potential revenue or renewable energy credits, and the benefits of that revenue or renewable energy credits shall accrue solely to the County.

- 11. INSURANCE AND INDEMNIFICATION: The Lessee shall comply with the following insurance requirements:
- (A) The Lessee and the County have established a consolidated program of procuring certain commercial insurance policies and consolidated the administration of a program of self-insurance through the Anne Arundel County Self-Insurance Fund. Failure of the Lessee to continue to participate in the Fund would result in the Lessee being requested to purchase and maintain insurance coverage with an insurance company acceptable to the County and in an amount determined by the County. The County must be named as an additional named insured under such policies.
- (B) Except as otherwise provided by Law, the Lessee agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees from any and losses, damages, liabilities, claims, and costs arising out of or resulting from any act or omission made by the Lessee, its Trustees, officers, agents, employees, Licensees and Grantees in performance of this Lease Agreement.
- 12. COUNTY LIABILITY: Provided the County is willing to assert any and all privileges, limitations and immunities available under State law, the County shall not be liable to the Lessee or to any other person whatsoever for any damages or injury from any cause whatsoever, except as otherwise provided by law. The Lessee agrees and shall indemnify, defend and save the County harmless from and against any liability and all claims of whatever nature arising from any act or omission of the Lessee, or its contractors, licensees, agents, servants, or employees, or arising from

any accident, injury or damage whatsoever caused to any person or to the property of any person or property occurring in, on, or about the Leased Property or any part thereof or outside the Leased Property, where such accident, damage, or injury results or is claimed to have resulted from an act or omission on the part of the Lessee or Lessee's contractors, licensees, agents, servants, or employees. To the extent liability is not limited by law or is otherwise uncovered or uninsured under the Anne Arundel County Self-Insurance Fund, this indemnification shall include all costs, expenses, and liabilities incurred in connection with any claim or proceeding, including any expense of investigation and defense.

- 13. SECURITY: The Lessee shall provide the Leased Property and the improvements located thereon with appropriate security measures, as may be reasonably required by the County.
- 14. QUIET AND ENJOYMENT: So long as the Lessee shall not be in default under this Lease Agreement, the Lessee shall be entitled to peaceful and quiet enjoyment of the Leased Property, including the access to the Leased Property, without any interruption or interference from the County.
- agreed upon renewal, the County shall be responsible for maintenance, cleaning, replacement, and repair of the building structures listed in Paragraph 1 or subject to amendment including all air conditioning and heating systems and accessories, electrical wiring, water, plumbing and sewage, exterior walls and fixtures, exterior windows and doors, exterior locks and access systems, exterior lighting, all automatic and roll down doors, fire extinguishers, roof, roof drains and gutters, ceiling insulation and fixtures above drop ceilings, parking lot surfaces and striping, curbs and sidewalks, and access roads. The County shall provide Lessee a minimum of 72 hours' notice prior to beginning

any routine or scheduled maintenance or repairs. Lessee shall be responsible for maintenance of the Leased Property including the maintenance and repairs to the fire and burglar alarm systems, alarm monitoring, graffiti removal, telecommunications and data wiring, exterior signage, security gates, grass mowing, watering of landscaped areas and flower beds, pest management and general maintenance of the building including changing light bulbs, interior painting, custodial services, window washing, and carpeting cleaning. Any carpet desired will be replaced by the Lessee at all Library facilities listed in Paragraph 1 and shall keep the Leased Property in a clean, sanitary, and safe condition. The Lessee shall also be responsible for all specialized equipment that is unique to the operation of the Library or computer rooms. The Lessee shall neither bring upon nor store upon the Leased Property any hazardous or toxic waste.

- (A) The Lessee may make requests for service with any County-maintained system or appurtenance by calling the County Central Services Facilities Maintenance Division (hereinafter, "FMD") at 410-222-8100 or sending an email to FMWORKORD@aacounty.org. For emergency or after hours assistance, calls should be directed to the FMD answering service at 410-222-8100.
- (B) Annually in August the Lessee may submit to the FMD requests for capital project improvements or renovations to be made to any building covered by this Lease which will be funded by FMD. This list of requests should be prioritized by the Lessee prior to submittal to the County. The County will notify the Lessee as to which projects will be undertaken in a fiscal year by August 30 of the fiscal year in which funding is budgeted.
- 16. SNOW REMOVAL: The Lessee shall have primary responsibility for snow removal at parking lots and from adjacent sidewalks at all facilities listed in Paragraph 1 except for the Headquarters facility located on Harry S. Truman Parkway. In the event that the Library requires

assistance with snow removal at any location, they may contact the County's Facilities Maintenance Division at 410-222-8100.

17. OWNERSHIP OF IMPROVEMENTS: Except as may be approved by the County, the Lessee shall not make any alterations, additions, or improvements of any kind to the Leased Property. All alterations, additions and improvements made by the Lessee or the County upon the Leased Property shall become the property of the County and shall remain upon and be surrendered with the Leased Property upon termination of this Lease. Except in the case of emergency, the Lessee will not make or suffer to be made any alteration, additions, or improvements to or of the Leased Property or any part of the Leased Property, or attach any new fixtures or equipment to the Leased Property (except, however, fixtures or equipment which replace or substitute for existing equipment) without first obtaining the County's written consent, which consent shall be within the sole and absolute subjective discretion of the County.

18. DESTRUCTION OF LEASED PROPERTY: In case of damage by casualty to the Leased Property or any part thereof, the Lessee's rental, use and expenses shall abate for the period of time, if any, in which the Leased Property is untenantable. Specifically, untenantability shall be construed to mean such condition of the Leased Property, but not of any improvements on the Leased Property constructed or placed by the Lessee, as will cause the Lessee to be unable to use the Leased Property as authorized by this Lease Agreement. Within the first forty-five (45) days after destruction or substantial damage to the Leased Property rendering it unsafe or unfit for public use, the County shall have the right to terminate this Lease upon fifteen (15) days notice to the Lessee of its intention to not repair or reconstruct the Leased Property.

19. GOVERNING LAW, JURISDICTION, AND VENUE: This Lease Agreement shall be governed by Maryland law and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Anne Arundel County.

20. GOVERNMENT IMMUNITY: Notwithstanding any provision of this Lease to the contrary, nothing contained herein shall preclude the County or the Lessee from pleading governmental immunity in actions brought against it.

21. NOTICE: Any notice required pursuant to the terms of this Lease, or otherwise, shall be mailed by United States mail, postage prepaid, to the parties at the addresses listed below.

County:

Central Services

Real Estate Division 2660 Riva Road, 3rd Floor Annapolis, Maryland 21401

Attn: Real Estate Manager

Lessee:

The Public Library Corporation of Annapolis and Anne Arundel County, Inc.

5 Harry S. Truman Parkway Annapolis, Maryland 21401 Attn: Chief Executive Officer

22. ACCESS: The County shall have access to the Leased Property at all reasonable times for the purpose of inspection or for the purpose of performing any maintenance and repairs as the County may consider necessary or desirable. Except when an emergency exists that requires immediate attention, the County shall give the Lessee not less than twenty-four (24) hours prior notice that it desires to enter the Leased Property.

23. **DELIVERY OF THE LEASED PROPERTY**: At the expiration or other termination of this Lease Agreement, the Lessee shall remove all goods and effects from the Leased Property that are not the property of the County, and yield to the County the Leased Property and all keys, locks,

and other fixtures connected therewith, in good repair, order, and condition in all respects, reasonable wear and use thereof excepted.

24. NON-DISCRIMINATION: At all times during the term of this Lease, or any renewal, the Lessee shall not discriminate in its use of the Leased Property against any person or group of persons because of the race, creed, color, sex, age, handicap, national origin, or ancestry of such person or group of persons.

25. DEFAULT, EFFECT OF DEFAULT, AND TERMINATION:

- (A) Each of the following events shall constitute a default of this Lease ("Default"):
- The Lessee's failure to pay Rent or other sums herein specified within ten
 calendar days after receipt of written notice of said default of the date of such Rent or sums are due; or
- 2. The Lessee's failure to perform or comply with any of the conditions or covenants of this Lease and such failure continues for a period of thirty (30) calendar days after written notice to the Lessee.
- (B) In the event of default, the County may terminate this Lease and remove or require the Lessee to remove the Lessee's property from the Leased Property, without prejudice to any other remedy which the County might be entitled to pursue.
- (C) Either party may terminate this Lease Agreement, with or without cause, upon 120 days written notice to the other party.

- 26. WAIVERS: No waiver by the County of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach of the Lessee of the same or any consent or approval shall not be deemed to render unnecessary the obtaining of the County's consent to or approval of any subsequent act by the Lessee whether or not similar to the act so consented to or approved.
- 27. SEVERABILITY: In the event any provision of this Lease or application of any provision is held invalid for any reason or reasons, such invalidity shall not affect the other provisions or the applications hereto which can be given effect without the invalid provisions or application. To this end, all the provisions of this Lease are deemed to be severable, each from the other.
- 28. INTEGRATION CLAUSE: This Lease contains the full and final agreement between the parties and no matter, whether written or oral, not herein contained, shall be understood to be part of the Lease unless properly executed, in writing, by both parties.
- 29. **CAPTIONS**: Captions in this Lease are for convenience only and shall not limit, enlarge or interpret the provisions of the Lease. Any personal pronoun used whether masculine, feminine or neuter shall include all the genders and the single shall include the plural. The plural shall include the singular unless the context shall indicate or specifically provide to the contrary.
- 30. **BENEFIT AND BURDEN**: The provisions of this Lease shall be binding upon, and shall inure to the benefit of the parties hereto and each of their respective heirs, personal representatives, legal representatives, successors and assigns, as appropriate.

31. CONTINGENCY: If the term of this Lease Agreement exceeds three years, this Lease Agreement is contingent upon approval by the Anne Arundel County Council, as required by Anne Arundel County Code, Article 8, §3-301. If this Lease and Licensing Agreement is not approved, then it shall be null and void ab initio and of no further effect.

IN WITNESS THEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

SIGNATURES FOLLOW

ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

BY: Mark D. Hartzell

TITLE: Chief Administrative Officer for

Steven R. Schuh, County Executive

ATTEST:

THE PUBLIC LIBRARY ASSOCIATION OF ANNAPOLIS AND ANNE ARUNDEL COUNTY, INCORPORATED

TITLE: Chairman

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

Office of Law

APPROVED:

Central Services Officer

EXHIBIT A

Name	Address	City	Description
			The second secon
Annapolis Regional	1410 West Street	Annapolis, MD 21401	Built 1967
			3.9 Acres
			Deed 03056/00100
Broadneck	1275 Green Holly Drive	Annapolis, MD 21401	Built 1984
			4.282 Acres
			Deed 03093/00169
Brooklyn Park	1 East 11 th Avenue	Baltimore, MD 21225	Built 1971
			21.28 Acres
	,		Deed 2232/342
Crofton	1681 Riedel Road	Crofton, MD 21114	Built 2003
			17.49 Acres
			Deed 05470/ 00628
Deale Community	5940 Deale Churchton	Deale, MD 20751	Built 1966/1967
	Road		3.335 Acres
			Deed 03056/00100
Eastport Annapolis Neck	269 Hillsmere Drive	Annapolis, MD 21403	Built 1978
			2.727 Acres
			Deed 2689/90
Edgewater	25 Stepneys Lane	Edgewater, MD 21037	Built 1991
-			8.83 Acres
			Deed 4875/26
Library Headquarters	5 Harry S Truman	Annapolis, MD 21401	Built 1974
	Parkway		Reno 1991
			59.421 Acres
			Deed 1723/00080
Linthicum	400 Shipley Road	Linthicum, MD 21090	Built 1965
			25,550 SF
			Deed 03056/00100
Maryland City	3501 Russett Common	Laurel, MD 20724	Built 1998/1999
			2.02 Acres
			Deed 08088/00338
North County	1010 Eastway	Glen Burnie, MD 21061	Built 1969
(Glen Burnie Regional)			7.9134 Acres
			Deed 01774/00579
West County (Odenton)	1325 Annapolis Road	Odenton, MD 21113	Built 2005
			18.7600 Acres
			Deed 08841/00279
Riviera Beach	1130 Duvall Hwy	Pasadena, MD 21122	Built 1970
	*		4 Acres
			Deed 3056/100
Severna Park Regional	45 McKinsey Road	Severna Park, MD	Built 1973
		21146	1.4400 Acres
			Deed 02321/00438