

Introduced _____
Public Hearing _____
Council Action _____
Executive Action _____
Effective Date _____

County Council of Howard County, Maryland

2026 Legislative Session

Legislative Day No. 4

Bill No. 18 -2026

Introduced by: The Chairperson at the request of the County Executive

Short Title: Agreement of Lease – Preservation Maryland, Inc. – Historic County Jail, Ellicott City, Maryland

Title: AN ACT pursuant to Section 612 of the Howard County Charter, approving Agreement of Lease between Howard County, Maryland and Preservation Maryland, Inc. for the lease of a building known as the historic Howard County Jail located at 1 Emory Street, Ellicott City, Maryland; and authorizing the County Executive to take certain actions in connection with the Agreement.

Introduced and read first time _____, 2026. Ordered posted and hearing scheduled.

By order _____
Michelle Harrod, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on _____, 2026.

By order _____
Michelle Harrod, Administrator

This Bill was read the third time on _____, 2026 and Passed ____, Passed with amendments _____, Failed _____.

By order _____
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for approval this ___ day of _____, 2026 at ___ a.m./p.m.

By order _____
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive _____, 2026

Calvin Ball, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; ~~Strike-out~~ indicates material deleted by amendment; Underlining indicates material added by amendment

1 **WHEREAS**, Howard County, Maryland (the “County”) of the property comprising 0.299
2 acres commonly shown as Parcel 243 on Tax Map 25A improved with a building known as the
3 historic Howard County Jail (the “Building”) located at 1 Emory Street, Ellicott City, Howard
4 County, Maryland 21043 (the “Property”); and

5
6 **WHEREAS**, it is the County’s intent to restore and preserve the Building; and

7
8 **WHEREAS**, The Society for Preservation of Maryland Antiquities, Inc. T/A
9 Preservation Maryland, Inc., a Maryland corporation (“Preservation Maryland”) is dedicated to
10 preserving Maryland’s heritage, which includes making direct investments in historic places
11 though the restoration, rehabilitation, and revitalization of historic structures and communities in
12 which they reside; and

13
14 **WHEREAS**, Preservation Maryland desires to restore, rehabilitate and revitalize the
15 Building and to enter a long-term lease for its use of the Building; and

16
17 **WHEREAS**, Preservation Maryland requested, and the County agreed, to lease the
18 Building and related exterior spaces located on the Property to Preservation Maryland, as set
19 forth in an Agreement of Lease, substantially in the form attached as Exhibit 1, for a term of 40
20 years and subject to annual renewals; and

21
22 **WHEREAS**, Preservation Maryland shall, at its sole cost and expense, pay for all utilities,
23 including HVAC, electricity, water, sewer, phone, internet and cable services, and to maintain the
24 Building as well as the repair and replacement of all Building systems; and

25
26 **WHEREAS**, the Agreement of Lease requires the County to pay certain costs associated
27 with the Agreement including, without limitation the maintenance of certain exterior spaces; and

28
29 **WHEREAS**, the Agreement of Lease requires the payment by the County of funds from
30 an appropriation in a later fiscal year and therefore requires County Council approval as a multi-

1 year agreement pursuant to Section 612 of the Howard County Charter.

2
3 **NOW, THEREFORE,**
4

5 **Section 1. Be It Enacted** by the County Council of Howard County, Maryland that in accordance
6 with Section 612 of the Howard County Charter, it approves the Agreement of Lease between
7 Howard County and Preservation Maryland, Inc., for a term of 40 years, substantially in the form
8 of Exhibit 1 attached to this Act.
9

10 **Section 2. And Be It Further Enacted** by the County Council of Howard County, Maryland that
11 the County Executive is hereby authorized to execute the Agreement of Lease for such term in the
12 name of and on behalf of the County.
13

14 **Section 3. And Be It Further Enacted** by the County Council of Howard County, Maryland that
15 the County Executive, prior to execution and delivery of the Agreement of Lease, may make such
16 changes or modifications to the Agreement of Lease as he deems appropriate in order to
17 accomplish the purpose of the transactions authorized by this Act, provided that such changes or
18 modifications shall be within the scope of the transactions authorized by this Act; and the execution
19 of the Agreement of Lease by the County Executive shall be conclusive evidence of the approval
20 by the County Executive of all changes or modifications to the Agreement of Lease, and the
21 Agreement of Lease shall thereupon become binding upon the County in accordance with its terms.
22

23 **Section 4. And Be It Further Enacted** by the County Council of Howard County, Maryland that
24 this Act shall be effective immediately upon its enactment.

AGREEMENT OF LEASE
by and between
HOWARD COUNTY, MARYLAND
and
THE SOCIETY FOR PRESERVATION OF MARYLAND ANTIQUITIES, INC. T/A
PRESERVATION MARYLAND, INC.

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AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE (this “Agreement”), is made the _____ day of _____, 2026, by and between **HOWARD COUNTY, MARYLAND**, a body corporate and politic (the “County”), and **THE SOCIETY FOR PRESERVATION OF MARYLAND ANTIQUITIES, INC. T/A PRESERVATION MARYLAND, INC.**, a Maryland corporation (“Preservation Maryland”).

WHEREAS, the County is the fee simple owner of the property commonly shown as Parcel 243 on Tax Map 25A improved with a building known as the historic Howard County Jail located at 1 Emory Street, Ellicott City, Howard County, Maryland 21043; and

WHEREAS, it is the intent of the County to restore and preserve the Property (as defined in Section 1); and

WHEREAS, Preservation Maryland is dedicated to preserving Maryland’s heritage, which includes making direct investments in historic places through the restoration, rehabilitation, and revitalization of historic structures and communities in which they reside; and

WHEREAS, Preservation Maryland desires to restore, rehabilitate and revitalize the historic Howard County Jail and to enter a long-term lease for its use of the historic Howard County Jail; and

WHEREAS, Preservation Maryland requested, and the County agreed, to lease the Building (as defined in Section 1) to Preservation Maryland, as set forth in this Agreement on the terms and conditions hereinafter set forth; and

WHEREAS, the County Council of Howard County approved this Agreement as a multi-year obligation pursuant to Section 612 of the Howard County Charter in Bill Number _____, which was approved by the County Executive on _____, 2026.

NOW THEREFORE, in consideration of the mutual entry into this Agreement by the County and the Preservation Maryland, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, the County hereby leases the Building to Preservation Maryland, and Preservation Maryland hereby leases the Building from the County and agrees to use the Building and the Property in accordance with the terms of this Agreement.

SECTION 1 - DEFINITIONS

The capitalized terms used in this Agreement shall, unless the context requires otherwise, have the definition and meaning specified in this Section 1.

Additional Rent – has the meaning set forth in Section 5.1 hereof.

Agreement – means this Agreement of Lease, as it may be amended from time to time, as the context requires.

Building – means the building commonly known as the historic Howard County Jail located on the Property as defined below and shown in Exhibit A attached hereto and made part hereof.

Commencement Date – means May 1, 2026.

The County – means Howard County, Maryland, a body corporate and politic and its successors and assigns.

Event of Default – means an event of default as defined herein in Section 10.1.

Fiscal Year – means the twelve-month period beginning on July 1 and ending on June 30.

Preservation Maryland – means The Society for Preservation of Maryland Antiquities, Inc. T/A Preservation Maryland, Inc., a Maryland corporation organized and existing under the laws of Maryland and its successors and assigns, and as such is governed by its own by-laws and policies.

Property – means the property comprising 0.299 acres of land more or less commonly shown as Parcel 243 on Tax Map 25A and commonly known as 1 Emory Street, Ellicott City, Maryland 21043, located within the Second Election District of Howard County, Maryland improved with the Building and owned by the County.

Rent – means the rent described in Section 3 hereof.

Tenant Improvements – has the meaning set forth in Section 4.4 hereof.

Term – has the meaning set forth in Section 2.1 hereof, and shall include the “Renewal Term” when applicable.

Termination Date – means April 30, 2066 except that if this Agreement is renewed pursuant to Section 2.1.2 hereof, then the Termination Date for all purposes of the provisions of this Agreement shall be the date to which this Agreement is extended.

SECTION 2 – TERM

2.1. Length. The Term of this Agreement shall be for (a) term commencing as of April 1, 2026, the Commencement Date, and (b) terminating at 11:59 p.m., local time on March 31, 2066, the Termination Date, unless this Agreement is earlier terminated pursuant to any other provision of this Agreement or applicable law.

2.1.2. Renewal Terms. If at the end of the initial Term Preservation Maryland is not in default of any of the terms, conditions or covenants of this Agreement, beyond any applicable notice and cure period, Preservation Maryland may request to renew this Agreement from time to time for additional terms of one (1) year each (each individually, and all collectively, the “Renewal Term”), by giving the County express written notice of such request for renewal by not less than ninety (90) days before the date on which such Renewal Term is to commence and with the County’s express written consent, at the County’s option, the Renewal Term shall be effective. Any such renewal shall be upon the terms and subject to the conditions which are set forth in the provisions of this Agreement.

2.2. Surrender. Preservation Maryland shall at its expense, at the expiration of the Term or any earlier termination of this Agreement, (a) promptly surrender to the County possession of the Building, in substantially the same condition as the Building was in as of the Commencement Date (or, if Preservation Maryland completes the initial Tenant Improvements, in substantially the same condition as the Building was in as of the completion of the initial Tenant Improvements) (ordinary wear and tear excepted) and broom clean, (b) remove therefrom all of Preservation Maryland’s signs, goods and effects and any machinery, trade fixtures and equipment which are used in conducting Preservation Maryland’s trade or

business and are not owned by the County, and (c) repair, to the County's satisfaction, any damage to the Building caused by the removal of Preservation Maryland's signs, machinery, trade fixtures, equipment, and goods and effects.

2.3. Holding Over. If Preservation Maryland continues to occupy the Building after the expiration of the Term or any earlier termination of this Agreement, such occupancy shall be under a month-to-month tenancy which may be terminated by the County upon the provision of thirty (30) days' written notice. The month-to-month tenancy shall be upon the terms and subject to the conditions of this Agreement.

2.4. Termination. Notwithstanding anything herein contained to the contrary, the County shall have the right to terminate this Agreement pursuant to Section 10 herein. Preservation Maryland shall have the right in its sole discretion to terminate this Agreement at any time upon ninety (90) days prior written notice to the County.

SECTION 3 – RENT

The Rent for the Building shall be one dollar (\$1.00) per Fiscal Year.

SECTION 4 – USE OF BUILDING

4.1. Limitation of Use. During the Term, Preservation Maryland shall occupy and use the Building for general office space and community space in a manner consistent with the mission and purposes of Preservation Maryland. The County recognizes, and approves, subject the Section 9 of this Agreement, that the Preservation Maryland may sublease portions of the Building to the University of Maryland, College Park on behalf of the University's School of Architecture, Planning and Preservation, (collectively "UMD"), who is a pre-approved subtenant, or other subtenants as approved by the County, and may, without any additional consent of the County, occasionally allow members of the community and private groups to use a portion of the Building for events in a manner consistent with the mission and purpose of Preservation Maryland in accordance with this Agreement. The list of subtenants intending to occupy and utilize a portion of the Building, as of the date of the execution of this Agreement, is attached hereto as Exhibit B. Preservation Maryland shall update Exhibit B attached hereto on or before July 1 of each year. Preservation Maryland shall make available, upon request of the County, a copy of the lease for each subtenant's lease which shall require each subtenant to agree to the provisions set forth in Section 9 herein.

4.2. In its use of the Building, the Preservation Maryland agrees as follows:

4.2.1. Preservation Maryland shall comply with all federal, state, county and municipal laws, ordinances, or regulations (collectively, the "Legal Requirements"), with respect to the Building and the manner in which the Property and the Building are used by Preservation Maryland, its personnel, employees and subtenants. Throughout the Term, Preservation Maryland, at its sole cost and expense, shall deliver to the County upon request any data regarding electricity, natural gas, and other energy consumed in the operation of the Building, and such other related data (e.g. employee count, number of computer screens in the Building) requested by the County ("Energy Data") for purposes of regulatory compliance, manual and automated benchmarking, energy management, building environmental performance labeling, and other similar purposes. Preservation Maryland acknowledges and agrees that the County may disclose Energy Data to governmental or quasi-governmental bodies, utility companies, prospective or current lenders or purchasers, or such other third parties with a need to know, and that the County may further disclose, without limitation, Energy Data that has been modified, combined or aggregated in a manner such that the resulting data is not exclusively attributable to Preservation Maryland. The County shall be entitled

to utilize the Energy Data to request or obtain governmental and nongovernment incentives, which shall inure to the benefit of the County. Further, in addition to Energy Data, Preservation Maryland acknowledges that the County may receive requests for data related to the Property and agrees to cooperate and provide data as reasonably necessary to enable the County to comply with such requests.

4.2.2. Preservation Maryland shall not (either with or without negligence) (a) cause or permit (or allow its subtenants to cause or permit) the escape, disposal or release of any “hazardous substance” or pollutant as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et. seq.*, in a manner that violates any Federal, State, County or municipal laws, ordinances or regulations, or (b) handle, store, or utilize (or allow its subtenants to handle, store, or utilize) in the Building any substance or material in any manner that violates any Federal, State, County or municipal laws, ordinances or regulations. The term “hazardous substance” does not include small quantities of supplies normally found in a typical office setting (provided, however, that all said substances shall be handled in a reasonable manner and shall be stored and disposed of in commercially approved containers).

The County shall not (either with or without negligence) (a) cause or permit the escape disposal or release of any “hazardous substance” or pollutant as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et. seq.*, in connection with its ownership, maintenance or other use of the Property in a manner that violates any Federal, State, County or municipal laws, ordinances or regulations, or (b) allow any other occupant of the Property to store, handle or use such substances or materials in any manner that violates any Federal, State, County or municipal laws, ordinances or regulations.

Preservation Maryland shall not be responsible for any “hazardous substance” or pollutant existing at the Property or the Building as of the Commencement Date, or not caused by the acts or omissions of Preservation Maryland. If Preservation Maryland discovers any “hazardous substance” or pollutant existing at the Property or the Building, Preservation Maryland shall promptly report such discovery to the County. For avoidance of doubt, Preservation Maryland agrees that the County shall have no liability for, and they agree to hold the County harmless, from and against any all losses, damages, suits, claims, judgments and expenses whatsoever as a result of or in connection with any “hazardous substance” or pollutant existing at the Property or Building.

4.2.3. Preservation Maryland shall refrain from activities (and shall cause its subtenants to refrain from activities) which would not allow the County to maintain the Property for snow and ice removal and mowing of grass pursuant to Section 6.1 herein. Preservation Maryland shall keep all trash (and shall cause its subtenants to keep all trash) in approved disposal containers pursuant to Section 6.2 herein.

4.3. Exterior Spaces. The County hereby grants Preservation Maryland a nonexclusive license to use throughout the Term the exterior portions of the Property (the “Exterior Spaces”), including (i) for ingress to and egress from the Building; (ii) for parking by Preservation Maryland and other users of the Building, to the extent that parking spaces are available; (iii) to install and maintain utility lines as needed for the use of the Building. Preservation Maryland will have the use in common with others, which shall include the use by subtenants, and may include the public at large, as determined by the County. Notwithstanding the foregoing, the County will not permit use of the Exterior Spaces that materially interferes with or diminishes Preservation Maryland’s use or enjoyment of the Building, including the use thereof by subtenants; and will not substantially change the use of the Exterior Spaces or construct new improvements on the Exterior Spaces (other than landscape and hardscape improvements) without providing notice to and in consultation with Preservation Maryland.

4.4. Tenant Improvements by Preservation Maryland. Preservation Maryland shall accept the

Building in its “as is” condition on the commencement of this Agreement; Preservation Maryland hereby acknowledging that the County shall be under no obligation to make any improvements or otherwise prepare the Building or the Property for Preservation Maryland’s occupancy. Preservation Maryland shall bear all risks associated with and costs and expenses relating to the construction of improvements to the Building and the Property in accordance with the Work Agreement hereby incorporated herein and attached hereto as Exhibit C. The improvements to the Building and the Property as specified in the Work Agreement and any plans or drawings referenced in the Work Agreement are the “Tenant Improvements.” Preservation Maryland shall ensure that any work relating to the construction of the Tenant Improvements is performed in a safe and workmanlike manner, under the exclusive supervision, direction and control of Preservation Maryland, and in accordance with all applicable all federal, state, county and municipal laws, ordinances, or regulations. Preservation Maryland shall not make any alteration, addition, or improvement to the Building beyond the Tenant Improvements without first obtaining the County’s written consent thereto except (i) general maintenance, as further described in Section 6, (ii) temporary signs posted no more than thirty (30) days connected with Preservation Maryland’s activities, or (iii) interior cosmetic alterations that do not affect the Building structure or systems, are not visible from the exterior of the Building, and do not exceed \$100,000 in cost per calendar year. If the County consents to any such proposed alteration, addition, or improvement, it shall be made at Preservation Maryland’s sole expense. Preservation Maryland shall indemnify, defend and hold the County harmless from any and all costs and all claims resulting from the Tenant Improvements or any alteration, addition, or improvement to the Building beyond the Tenant Improvements. Preservation Maryland shall not permit any encumbrance of the Property by any mechanic’s lien and if any mechanic’s lien is filed against the Property, Preservation Maryland shall discharge or bond such lien within thirty (30) days of the date an order is entered.

4.6. Use, Sale, and Consumption of Alcoholic Beverages. Preservation Maryland or its agents, employees, officers, tenants, subtenants, invitees, visitors and guests shall not allow the sale, transfer, exchange, giving away of or consumption of any intoxicating or alcoholic beverages or any fermented ale, wine, liquor, or spirits (collectively “Alcoholic Beverages”) in any part of in the Building and the Property without written permission from the County’s Chief Administrative Officer, said permission shall only be granted on an event specific basis. In the event of the sale, transfer, exchange, giving away of or consumption of any Alcoholic Beverages by Preservation Maryland or its agents, employees, officers, tenants, subtenants, invitees, visitors and guests in any part of the Building and the Property, Preservation Maryland, upon receiving written permission from the County’s Chief Administrative Officer, shall, at its sole cost and expense: (a) obtain all required licenses and permits, (b) comply with all federal, state, county and municipal laws, ordinances, or regulations, and (c) obtain liquor liability insurance coverage with the same limits required for Commercial General Liability pursuant to Section 5.2.(b) of this Agreement, and make available, upon request of the County, a copy of a Certificate of Insurance showing the required endorsement. Preservation Maryland agrees that it shall be solely responsible for violation of any laws pertaining to the possession and consumption of Alcoholic Beverages in, on, or about the Building and the Property if such violation results directly or indirectly from the sale, transfer, exchange, giving away of or consumption of Alcoholic Beverages in connection with Preservation Maryland’s use of the Building and the Property. The County shall not be responsible for the safe arrival or departure of Preservation Maryland’s agents, employees, officers, tenants, subtenants, invitees, visitors and/or guests regardless of whether such person(s) has consumed Alcoholic Beverages.

4.7. Shared Space. Subject to availability, the County shall have, free of charge, the right to the nonexclusive use of the space designated for shared use located on the first floor of the Building, for so long as such space is made available for public use (the “Shared Space”). Preservation Maryland shall be responsible for scheduling the shared use of the Shared Space. The County shall notify Preservation Maryland at least thirty (30) days prior to its intended use of the Shared Space and shall request use of any existing AV equipment in the Shared Space, and Preservation Maryland shall advise the County if the Shared Space is available at the requested time. If the Shared Space is available at the requested time,

Preservation Maryland will reserve the Shared Space for use by the County, and if the Shared Space is not available at the requested time, then the parties will work collaboratively to identify an alternative time.

SECTION 5 – INSURANCE AND INDEMNIFICATION

5.1. Increase in Risk. Preservation Maryland (a) shall not do or permit to be done any act or thing as a result of which either (i) any policy of insurance of any kind covering (1) any or all of the Building and the Property or (2) any liability of the County in connection therewith may become void or suspended,; and (b) shall pay as “Additional Rent” the amount of any increase in the cost of any premium for such insurance resulting from any breach of the aforesaid covenant, within ten (10) days after the County notifies the Preservation Maryland in writing of such increase.

5.2. Insurance to be Maintained by Preservation Maryland. Preservation Maryland shall obtain and keep in force, at its sole cost and expense, throughout the Term, the following policies of insurance:

- (a) Workers’ Compensation Insurance covering the jurisdiction of Maryland for any of its employees.
- (b) Commercial General Liability Insurance against loss or liability in connection with bodily injury, death, property damage or destruction, occurring within the Building or arising out of the use of the Building by Preservation Maryland or its officers, employees, agents, subcontractors, subtenants, invitees, visitors and guests its agents, employees, officers, tenants, subtenants, invitees, visitors and guests with combined single limits of not less than Two Million Dollars (\$2,000,000.00) for each occurrence. The policy shall include an endorsement for Fire Legal Liability for the Building and name “Howard County, Maryland, its elected and appointed officials, officers, employees and authorized volunteers” as Additional Insured.
- (c) All-Risk Property insurance on the Building and Preservation Maryland’s personal property at the Building, including theft, covering the Building, personal property and tenant and subtenant improvements and betterments owned by, or in the care of, Preservation Maryland or any subtenant or occupant of the Building. Preservation Maryland may cause subtenants’ property to be insured directly by subtenants in lieu of including subtenants under the Preservation Maryland’s property insurance policy. Coverage shall insure against “all risk” and the following perils or causes of loss:
 - (i) Debris removal;
 - (ii) Earthquake, volcanic activity, and other earth movement;
 - (iii) Flood;
 - (iv) Water damage (other than that caused by flood);
 - (v) Demolition occasioned by enforcement of Laws and Regulations; and
 - (vi) Terrorism.

The following additional provisions are required:

- (i) Preservation Maryland shall be responsible for payment of all deductibles associated with losses.
 - (ii) Any coinsurance condition shall be waived.
 - (iii) Preservation Maryland’s owned or leased personal property within the Building belongs to Preservation Maryland, and Preservation Maryland bears the sole risk of loss of its personal property whether it is covered by insurance or not.
- (d) During the course of any construction on the Building, Builders' Risk Insurance with a limit of coverage equal to the total construction cost on a replacement cost basis, and written on an all-

risk policy form with endorsements for flood and earth movement. Insurance shall be maintained until the completion of all restoration, rehabilitation, revitalization, renovations, repairs, and/or construction. The Builder's Risk Policy shall include "Howard County, MD, its elected and appointed officials, employees and authorized volunteers" as a Named Insured and all Contractors, Subcontractors and Sub-Subcontractors as Named Insured. The policy shall include coverage for the peril of equipment breakdown during installation and testing.

- (e) Each policy shall (a) by its terms, be cancelable only on at least thirty (30) days prior written notice to the County, and (b) be issued by an insurer of recognized responsibility licensed to issue such policy in Maryland. Preservation Maryland shall deliver to the County evidence of all such policies of insurance upon the execution of this Agreement and annually upon the anniversary of this Agreement.

5.3. Waiver of Subrogation. If either party hereto is paid any proceeds under any policy of property insurance naming such party as an insured, on account of any loss or damage, then such party's insurer shall release the other party hereto, to the extent of the amount of such proceeds, from any and all liability for such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the other party, its agents or employees. Each party hereto shall use reasonable efforts to have a clause to such effect included in its property insurance policy or to obtain an endorsement in which the insurer waives all of its rights of subrogation against the party that is not the insured party, and shall promptly notify the other in writing if such clause cannot be included in any such policy or if such an endorsement cannot be obtained.

5.4. Consequential Loss. Neither party will be liable to the other party for any consequential damages including but not limited to loss of revenue or profits resulting from any damage to or interference with the operations of facilities no matter what the cause of damage or loss.

5.5. Personal Property, Tenant Improvements and Betterments. All personal property and tenant and subtenant improvements and betterments within the Building are the responsibility of Preservation Maryland. The County shall not be responsible for any damage to property owned or installed by Preservation Maryland, its clients, agents, employees, licensees, contractors, tenants, subtenants or invitees no matter what the cause of loss or damage, except to the extent caused by the gross negligence or willful misconduct of the County or its agents or employees.

5.6. Indemnification. Preservation Maryland shall be responsible for all damage to life and property due to its activities or those of its officers, employees, agents, and contractors at the Building or otherwise in connection with this Agreement. Except to the extent of negligence of the County, Preservation Maryland shall indemnify, defend and hold harmless the County, its officials, agents, employees and contractors, successors and assigns against and with respect to any and all losses, damages, suits, claims, judgments and expenses whatsoever ("losses"), including without limitation costs of investigation, litigation and attorneys' fees, arising directly or indirectly from use of the Building and the Property by the Preservation Maryland, its officers, employees, agents, and contractors, or otherwise arising directly or indirectly from this Agreement, regardless of whether such losses be sustained by the County directly, or by its officials, agents, employees and contractors, successors and assigns or other persons. The foregoing shall apply, without limitation, to losses of all types including destruction or degradation of the environment including land, air, water, wildlife or vegetation, and all clean-up costs, fines, penalties and other pollution-related items. This indemnification is not to be deemed as a waiver of any immunity which may exist in any action against the County. This section shall survive the termination of this Agreement.

5.7. Grant Funding. Preservation Maryland is seeking grant funding for certain Tenant Improvements, the receipt of which may require the County to join certain grant funding-related

agreements. Except to the extent of negligence of the County, Preservation Maryland shall indemnify, defend and hold harmless the County, its officials, agents, employees and contractors, successors and assigns against and with respect to any and all losses arising directly or indirectly from the grant funding, regardless of whether such losses be sustained by the County directly, or by its officials, agents, employees and contractors, successors and assigns or other persons. This indemnification is not to be deemed as a waiver of any immunity which may exist in any action against the County. This section shall survive the termination of this Agreement.

SECTION 6 – MAINTENANCE AND SERVICES

6.1 Preservation Maryland’s Responsibilities. Preservation Maryland shall be responsible for the following.

6.1.1. General Maintenance. So that the Building shall remain in good order and repair, reasonable wear and tear excepted, and safe for occupancy and use, Preservation Maryland shall, at its sole cost and expense, pay for all utilities, including HVAC, electricity, water, sewer, phone, internet and cable services, as applicable, to maintain the Building, as well as but not limited to the repair/replacement of all:

- (a) windows, interior and exterior walls, interior and exterior lighting, interior and exterior doors;
- (b) common areas and restrooms, the roof and ceilings and the exterior of the Building, as well as the structure thereof;
- (c) HVAC equipment, HVAC system and associated HVAC system components;
- (d) electric, water, and plumbing systems serving the Building; and
- (e) security system serving the Building.

6.1.2. Sanitary Services. Preservation Maryland shall:

- (a) provide custodial services for the Building to ensure the Building is operated in a clean and sanitary condition, and that trash and recyclable materials are removed weekly and placed in a proper container at the designated location; and
- (b) ensure that the subtenants perform custodial services for the offices sub-leased by Preservation Maryland, as applicable.

6.2 County’s Responsibilities.

6.2.1 Exterior Spaces Maintenance. The County shall maintain those areas of the Property outside the Building, including:

- (a) grass areas;
- (b) landscaped areas as reflected in the approved Tenant Plans (See Exhibit C); and
- (c) parking areas, including the removal of snow.
- (d) Trash collection

The Building shall remain closed following any announced closures of Howard County Government facilities (not following the Department of Recreation and Parks schedule), including, but not limited to snow events. Preservation Maryland recognizes that the County’s obligations herein are subject to the availability of funds in each fiscal year. The appropriate County department will make a good faith effort to request and maintain funding for snow removal of county-owned roads, parking areas and sidewalks at the property

6.3. County Absolved. Preservation Maryland acknowledges and agrees that Preservation Maryland shall have full responsibility for the maintenance, cleanliness, and safety of the entire Building during the Term, and that the County shall have no duties, obligations or liabilities in connection therewith.

6.4 Maintenance Contracts for the Building Systems. Preservation Maryland acknowledges and agrees that Preservation Maryland shall obtain contracts, at Preservation Maryland's sole cost and expense, for the maintenance of all Building systems to comply with regulatory requirements and/or in accordance with manufacturer's recommended maintenance procedures, including, but not limited to the HVAC system to comply with Section 6.1.1, and Preservation Maryland shall provide the County with periodic, but not less than annually, reports from its maintenance contractor demonstrating the maintenance and repair of such Building systems.

SECTION 7 – COUNTY'S RIGHT TO ENTRY

The County and its agents shall be entitled to enter the Building at any time, upon at least forty-eight (48) hours' notice to Preservation Maryland (unless impractical or unreasonable because of an event of an emergency that requires immediate action), to inspect the Building for maintenance and repair. Preservation Maryland shall provide the same notice to the Subtenants, as soon as reasonably practicable after receipt of the County's notice.

SECTION 8 – FIRE AND OTHER CASUALTIES

8.1. General. If the Building is damaged by fire or any other casualty during the Term, then (i) Preservation Maryland shall turn over insurance proceeds resulting from such casualty to the County, and (ii) subject to budgetary constraints, the County shall apply such insurance proceeds to restore the Building, and may temporarily enter and possess any or all of the Building for such purpose (provided, that the County shall not be obligated to repair, restore or replace any fixture, improvement, alteration, furniture or other property owned, installed or made by Preservation Maryland, except to the extent that insurance proceeds are made available for such restoration). In the case of the total destruction of the Leased Premises by fire, other casualties, the elements, or other cause, or of such damage thereto as shall render the same totally unfit for occupancy by Preservation Maryland for more than one hundred twenty (120) days, the County may elect not to restore such damages, in which case, upon surrender and delivery to the County by Preservation Maryland of the Building, this Lease shall terminate, and the parties shall have no further obligations or liabilities under this Lease from the date of said termination, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Term. If the Building is rendered partly untenantable by any cause mentioned in the preceding sentence, the County shall, its own expense and with any insurance proceeds resulting from such casualty, within one hundred twenty (120) days from the date of the damage restore the Building with reasonable diligence, including without limitation modifications required by zoning and building codes and other laws.

Notwithstanding the terms of the foregoing paragraph, the County may elect not to rebuild and/or restore the Building by notifying Preservation Maryland in writing of such election within sixty (60) days after the date of damage, in which event Preservation Maryland may elect to either (i) restore the casualty damage itself using the insurance proceeds resulting from such casualty, or (ii) terminate this Agreement.

8.2. Preservation Maryland's Negligence. Anything contained in any provision of this Agreement to the contrary notwithstanding, if any such damage to all or any portion of the Building is caused by or results from an act or omission of Preservation Maryland, or those claiming under Preservation Maryland or any of their respective officers, employees, agents or invitees, and as a result thereof insurance proceeds are not available, then Preservation Maryland shall pay to the County upon demand, the cost of (i) any repairs and restoration made or to be made as a result of such damage to restore the Building less

reasonable wear and tear at the time of such loss, or (ii) if the County elects not to restore the Building, any damage or loss which the County incurs as a result of such damage.

SECTION 9 – ASSIGNMENT AND SUBLETTING

The County acknowledges that Preservation Maryland may sublet a portion of the Building to UMD, or other subtenants as approved by the County (collectively “subtenants”), and may occasionally allow members of the community and private groups to use a portion of the Building in a manner consistent with the mission and purpose of Preservation Maryland and in accordance with this Agreement (“Community Users”). Any Subtenant that will be in exclusive possession of any portion of the Building for a period of one month or more shall be required to enter into a written sublease in accordance with this Section 9 (a “Sublease”). Community Users may be permitted to use the Building without a formal sublease. Anything contained in the foregoing provisions of this Agreement to the contrary notwithstanding, neither Preservation Maryland nor any other person having an interest in the possession, use or occupancy of the Building or any portion of the Building shall enter into any lease, sublease, license, concession or other agreement for the possession, use or occupancy of space in the Building in contravention of the permitted use of the Building set forth in this Agreement. To the extent that the County determines that any such subtenancy violates the intended use of the Building as herein set forth, then the County shall advise Preservation Maryland to terminate such subtenancy, provided however, Preservation Maryland provides the Subtenant thirty (30) days prior written notice of the alleged violation and the Subtenant is provided a reasonable time period within which to cure the alleged violation from the date of the Subtenant’s receipt of the notice. No right or privilege shall inure to the benefit of any assignee of Preservation Maryland, immediate or remote, unless the assignment to such assignee is made in accordance with the provisions of this Section. Preservation Maryland may sublet portions of the Building if and only if the approved Subtenants, which UMD hereby is pre-approved, (a) sign a Sublease that is subject and subordinate to all of the terms and conditions of this Agreement, unless otherwise provided in this Agreement or reasonably agreed to by the County in the sublease, and (b) agree to the following provisions:

a. Unless otherwise agreed to by the County, subtenant shall, during the term of this lease and under any renewal thereof, maintain commercial general liability insurance, issued by an insurance company acceptable to Preservation Maryland, licensed to transact business in the State of Maryland, with policy limits of not less than \$2 Million combined single limit per occurrence. A certificate of insurance, naming Howard County Maryland, including their elected and appointed officials, officers, employees and agents, and Preservation Maryland as Additional Insureds, shall be delivered to Preservation Maryland prior to occupancy. The policy shall contain a provision that the policy can only be canceled with a 30 days prior written notice to all named insured. The policy shall contain a coverage endorsement for Fire Legal Liability for the licensed premises. In the event the subtenant is paid any proceeds under any policy of insurance on account of loss or damage incurred on the Property, the subtenant shall, on behalf of itself and its insurer(s), waive all right to subrogation against the County and Preservation Maryland to the extent of the proceeds of such insurance regardless of the cause of the loss.

b. Workers’ Compensation insurance for employees is mandatory in the amount designated as the “statutory limit” covering Maryland jurisdiction.

c. The subtenant shall acknowledge and confirm that Preservation Maryland and the County shall not be responsible for any personal property of the subtenant within the Building that is lost, stolen, damaged or destroyed by any cause whatsoever, unless due to the negligence or acts or omissions of either Preservation Maryland or the County. The subtenant shall carry adequate insurance to cover its property and any property for which the subtenant is responsible. The subtenant shall waive all claims, of any kind whatsoever including consequential damages, against Preservation Maryland and the County for loss of the

subtenant's property and further agrees to indemnify Preservation Maryland and the County for (i) all claims, of any kind whatsoever, made relating to the loss of or damage to the property for which the subtenant had ownership, possession or responsibility, and (ii) all costs and expenses incurred relating to such claims, including without limitation reasonable attorney's fees.

d. The subtenant shall acknowledge and agree that neither Preservation Maryland nor the County, including their elected and appointed officials, officers, employees and agents, shall be liable to the subtenant, or to any other person, for any damage to any person or property caused by any act, omission or neglect of the subtenant. The subtenant agrees to indemnify and hold harmless the County, including their elected and appointed officials, officers, employees and agents, and Preservation Maryland against and from, any and all losses, damages, suits, claims, judgments and expenses whatsoever (collectively the "Losses"), arising directly or indirectly out of (a) the use and occupancy of the Building, (b) any work or thing whatsoever done or not done on the Property, or (c) any negligent, intentionally tortuous or other act or omission of the user or any of its agents, contractors, servants, employees, subtenants, licensees or invitees, or (d) any injury to or death of any person or damage to any property occurring on the Property if due to the negligence of the subtenant, its agents, contractors, servants, employees, subtenants, licensees or invitees. For avoidance of doubt, the subtenant shall agree that neither Preservation Maryland nor the County shall be liable for any damage to any person or property caused by any natural event or "act of God" including, but not limited to, snow, rain or flooding. The subtenant shall agree that the foregoing is not to be deemed as a waiver of any immunity that may exist in any action against County.

e. The subtenant shall agree to indemnify and hold Preservation Maryland, its employees or agents, and the County, and its elected and appointed officials, officers, employees and agents, harmless from and against any and all claims, liabilities losses, damages and expenses of any kind (including reasonable attorney's fees) arising from any violation or breach of this Agreement by the subtenant.

f. The subtenant shall promptly notify Preservation Maryland and the County of any accident or incident occurring within the Building and the Property causing physical injury or property damage.

g. The subtenant shall not allow any pets (excluding properly documented service animals) to be brought to the Building and the Property.

h. The subtenant shall maintain its space in a clean and sanitary condition and shall remove trash and recyclable materials weekly, if Preservation Maryland otherwise does not provide such services.

Notwithstanding anything to the contrary contained in this Section 9 and/or the Agreement, Sections 9.a, b, c, d, and e shall not be applicable to UMD and UMD shall not be bound thereby. The County and Preservation Maryland acknowledge that UMD is an instrumentality of the State of Maryland (the "State") and a public corporation and, therefore, pursuant to Legal Requirements of the State, UMD cannot agree to such terms and conditions. By way of example only, and in no way limiting the Legal Requirements of the State, including without limitation applicable policies, procedures and opinions, which UMD is bound by, UMD is self-insured under the State of Maryland's Insurance Program, which comprises both commercial and self-insurance. UMD's insurance will be provided in accordance with the State's Insurance Program's terms and conditions. Further, again by way of example only, UMD's obligations under this Section and/or the Agreement could be limited by the Maryland Tort Claims Act, limitations on waiving State rights and immunities, and/or the "Prohibited Provisions in State Contracts" statute, Md. Ann. Code, State Fin. & Proc. §2-901, which precludes UMD from agreeing to indemnity provisions herein.

SECTION 10 – DEFAULT

10.1. Definition. As used in the provisions of the Agreement, each of the following events shall constitute, and is hereinafter referred to as an “Event of Default”: If Preservation Maryland fails to (a) pay any Rent or any other sum which it is obligated to pay by any provision of this Agreement, when and as due and payable hereunder and without demand therefor; or (b) perform any of its other obligations under the provisions of this Agreement, including, but not limited to compliance with Legal Requirements, performing general maintenance of the Building, and maintaining active maintenance contracts for the Building systems.

10.2. Notice to Preservation Maryland: Grace Period. Anything contained in the provisions of this Section to the contrary notwithstanding, on the occurrence of an Event of Default the County shall not exercise any right or remedy on account thereof which it holds under any provision of this Agreement or applicable law unless and until the County has given written notice thereof to Preservation Maryland, and Preservation Maryland has failed within thirty (30) days thereafter to cure such Event of Default, provided that if such Event of Default cannot reasonably be cured within thirty (30) days, then Preservation Maryland shall have such longer cure period as is reasonably required, so long as Preservation Maryland has commenced the cure within thirty (30) days and diligently pursues it thereafter.

10.2.1 Notwithstanding the foregoing, no such notice shall be required to be given, and Preservation Maryland shall be entitled to no such grace period, (a) in any emergency situation in which, in the County’s reasonable judgment, it is necessary for the County to act to cure such Event of Default without giving such notice, or (b) the event in question has occurred more than three times during any twelve (12) month period, or (c) if Preservation Maryland has substantially terminated or is in the process of substantially terminating its continuous occupancy and use of the Building for the purpose set forth in the provisions of Section 4.

10.3. County’s Rights on Event of Default.

10.3.1. On the occurrence of any Event of Default, the County may (subject to the operation and effect of the provisions of Section 10.2) take any or all of the following actions: (a) reenter and repossess any or all of the Building and any or all improvements thereon and additions thereto; or (b) terminate this Agreement by giving written notice of such termination to Preservation Maryland, which termination shall be effective as of the date of such notice or any later date therefor specified by the County therein.

10.3.2. Preservation Maryland hereby expressly waives, so far as permitted by law, the service of any notice of intention to reenter provided for in any statute, and except as in herein otherwise provided, Preservation Maryland, for itself and all persons claiming through or under Preservation Maryland (including any leasehold mortgagee or other creditors), also waives any and all right to redemption or reentry or repossession in case Preservation Maryland is dispossessed by a judgment or warrant or any court or judge or in case of reentry or repossession by the County or in case of any expiration or termination of this Agreement. The terms “enter,” “reenter,” “entry,” or “reentry” as used in this Agreement are not restricted to their technical legal meanings.

SECTION 11 – QUIET ENJOYMENT

The County hereby covenants that Preservation Maryland, on paying the Rent and performing the covenants set forth herein, shall peaceably and quietly hold and enjoy, throughout the Term the Building. Nothing in the provisions of this Agreement shall be deemed to impose upon the County any liability on account of any act or failure to act by any person other than the County (or, where expressly so provided herein, the County’s agents and employees).

SECTION 12 – NOTICES

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to a party hereto shall be deemed sufficiently provided (a) on the same it is sent by electronic mail, or (b) in writing, (i) forty-eight (48) hours after being sent by the certified mail if there is a verified signed receipt, (ii) on the next business day if sent by an overnight courier service if there is a verified signed receipt, or (iii) if such party's receipt thereof is acknowledged in writing upon being given by hand .

Any notice required by this Agreement is to be sent to the address for each party set forth below. Such addresses may be changed from time to time provided that notice to the other party is given in writing and such notice is acknowledged by the other party.

Preservation Maryland at:

The Society for Preservation of Maryland Antiquities, Inc. t/a Preservation Maryland, Inc.
1 Emory Street
Ellicott City, Maryland 21043

Or Email: nredding@presmd.org

With a copy to:

Director of Finance and Operations
Preservation Maryland, Inc.
3600 Clipper Mill Road, Suite 248
Baltimore, Maryland 21211

County at:

Director, Department of General Services
9200 Berger Road
Columbia, Maryland 21045

Or Email: realestate@howardcountymd.gov

SECTION 13 – GENERAL

13.1. Effectiveness; Authorization of Execution. This Agreement shall become effective upon and only upon its execution and delivery by each party hereto. The parties represent that the person signing on behalf of each party is duly authorized to execute this Agreement and that they have the power and authority to consummate the obligations and responsibilities contemplated herein and has taken all necessary action to authorize the execution, delivery and performance under this Agreement.

13.2. Complete Understanding. This Agreement represents the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the parties hereto as to the same. No inducements, representations, understandings or agreements have been made or relied upon in the making of this Agreement. Neither party hereto has any right to rely on any other prior or contemporaneous representation made by anyone concerning this Agreement which is not set forth herein.

13.3. Amendment. This Agreement may be amended by and only by an instrument executed and delivered by each party hereto.

13.4. Applicable Law. This Agreement shall be given effect and construed by application of the laws of the State of Maryland without regard to any choice of law principals that would dictate the laws of any other jurisdiction, and any action or proceeding arising hereunder shall be brought in the courts of Maryland.

13.5. Waiver. The County shall not be deemed to have waived the exercise of any right which it holds hereunder unless such a waiver is made expressly and in writing (and no delay or omission by the County in exercising any such right shall be deemed a waiver of its future exercise.) No such waiver made as to any instance involving the exercise of any right shall be deemed a waiver as to any other such instance, or any other such right. Without limiting the generality of the foregoing, no action taken or not taken by the County under the provisions of this Section or any other provision of this Agreement shall operate as a waiver of any right or remedy which the County would otherwise have against Preservation Maryland on account of such Event of Default under the provisions of this Agreement or applicable law.

13.6. Time of Essence. Time shall be of the essence of this Agreement.

13.7. Headings. The headings of the Sections and subsections hereof are provided herein for and only for the convenience of reference, and shall not be considered in construing their contents.

13.8. Construction. As used herein, (a) the term “person” means a natural person, a trustee, a corporation, a partnership and any other form of legal entity; and (b) all references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (iii) to any Section or paragraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section, or paragraph of this Agreement.

13.9. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

13.10. Severability. No determination by any court, governmental body or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provisions, (b) such provision in any circumstances not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

13.11. Conflict of Interest. Preservation Maryland certifies that it has read and understands the provisions of Section 901(a) of the Howard County Charter and Section 22.204 of the Howard County Code relating to conflicts of interests, attached hereto as Exhibit D and hereby incorporated herein.

13.12 No Interest in the Property. This Agreement does not create or convey to Preservation Maryland a title interest in the Property. Preservation Maryland shall not permit any liens to be filed against the Property, including, but not limited to any work related to the construction of the Tenant Improvements or any materials supplied on Preservation Maryland’s behalf, and in the event liens are filed against the Property, Preservation Maryland shall have them immediately discharged.

[Signatures follow on the next page.]

IN WITNESS, each party hereto has executed and ensealed this Agreement or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

ATTEST:

**THE SOCIETY FOR PRESERVATION OF
MARYLAND ANTIQUITIES, INC. T/A
PRESERVATION MARYLAND, INC.**

By: _____
Name: _____
Title: _____

[Signatures follow on the next page.]

ATTEST:

Brandee Ganz
Chief Administrative Officer

**THE COUNTY:
HOWARD COUNTY, MARYLAND**

By: _____
Calvin Ball
County Executive

APPROVED:

Samantha M. Cobb, Director
Department of General Services

APPROVED FOR SUFFICIENCY OF FUNDS:

Rafiu O. Ighile, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY

This _____ day of _____, 20____

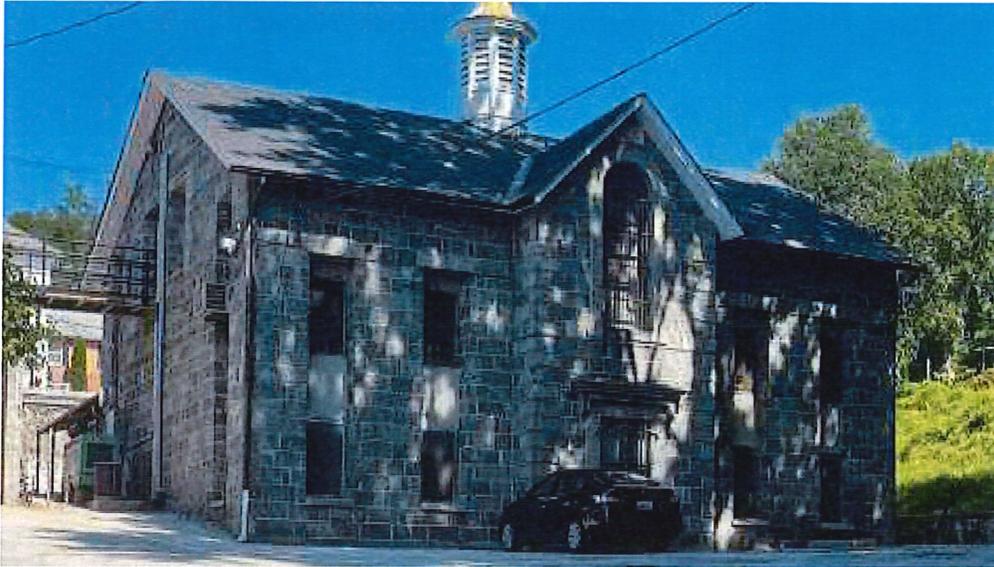
Gary W. Kuc
County Solicitor

Reviewing Attorney:

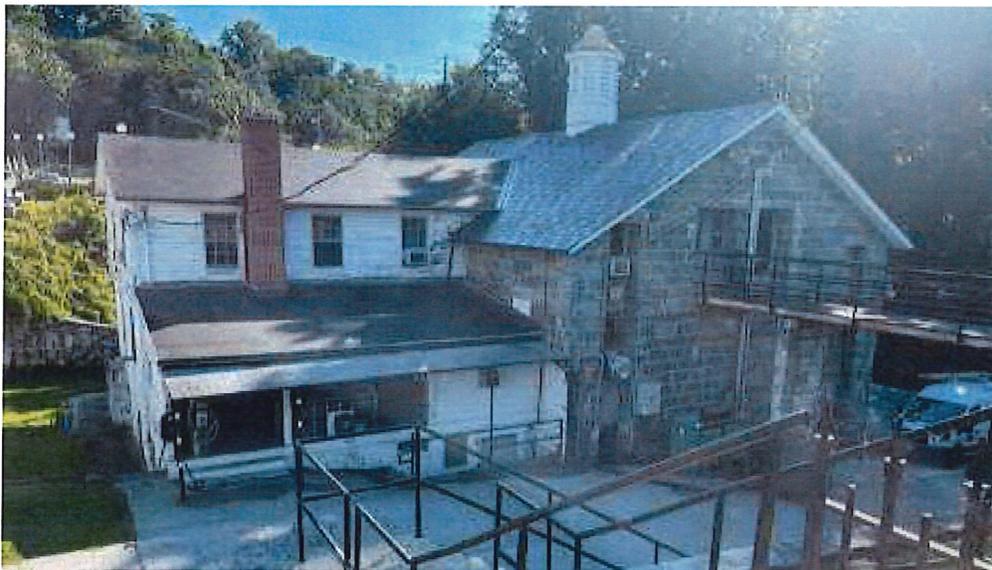
Kristen K. Haskins
Senior Assistant County Solicitor

EXHIBIT A – DEPICTION OF THE PROPERTY AND THE BUILDING

EXHIBIT A



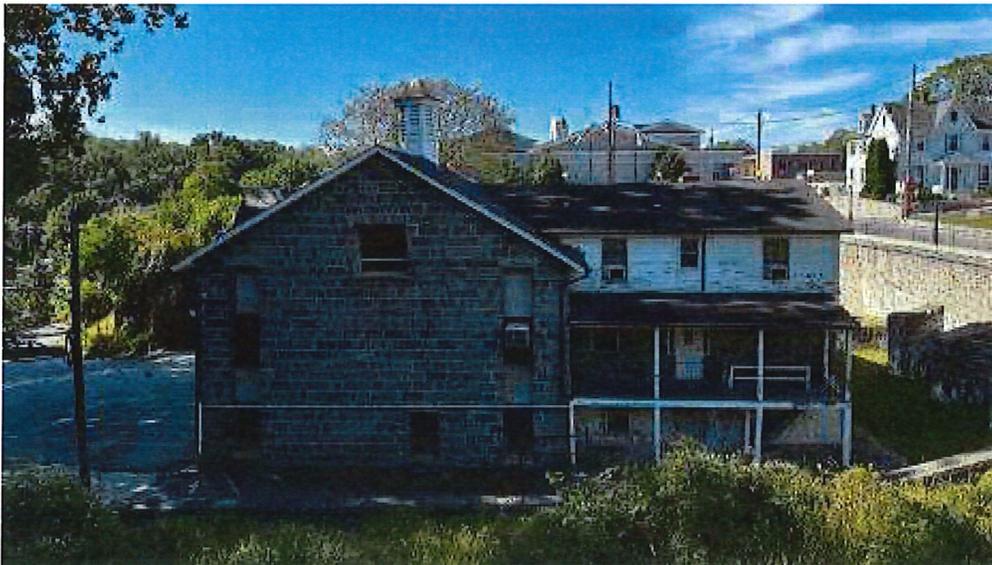
Southeast Elevation



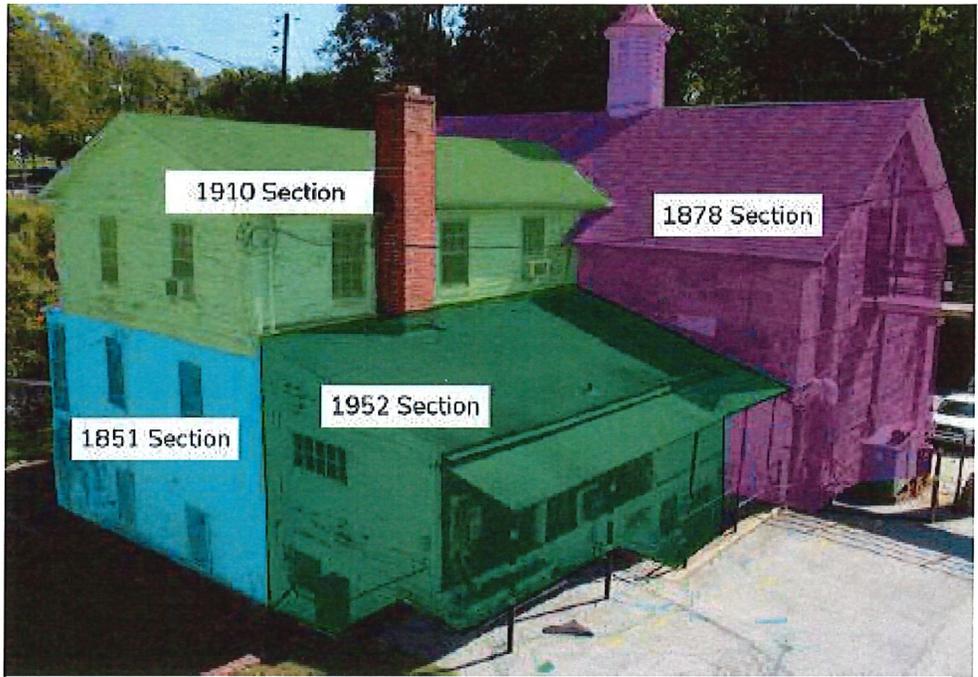
Southwest Elevation



Northwest Elevation



Northeast Elevation



Build Years

FINDER Online Map



5/4/2022, 10:43:13 AM
 Parcel Boundaries
 World Street Map

1:564
 0 0.01 0.01 0.02 mi
 0 0.01 0.01 0.03 km

MD MAP, MCP, SD, Sources: Esri, HERE, Garmin, USGS, Imagery, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Taiwan), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, MD DM, DDT

Baltimore County Government, MTA, Esri, HERE, Garmin, NOAA, USGS, NPS | MD MAP, USD4 | MD MAP, Ddt | MD MAP, MDE | MD MAP, MCP | MD MAP, MDP, U.S. Census | MD MAP, MCP, SD | MD MAP, NEP, MD4 | MD MAP, DNR | MD MAP, SHA, Ddt, MCP | MD Map, MDIT, MDP | Maryland

Parcel Boundary

EXHIBIT B – LIST OF SUBTENANTS

1. University of Maryland, College Park on behalf of the University’s School of Architecture, Planning and Preservation (collectively referred to in the Agreement as “UMD”)

EXHIBIT C – WORK AGREEMENT

WORK AGREEMENT

Capitalized terms not otherwise defined in this Work Agreement shall have the meanings set forth in the Agreement of Lease. In the event of any conflict between the terms of this Work Agreement and the other terms of the Agreement of Lease, the terms of this Work Agreement shall prevail for the design and construction of the Tenant Improvements.

A. TENANT IMPROVEMENTS. Preservation Maryland shall furnish and install in the Building in accordance with the terms of this Work Agreement, the improvements set forth in the Tenant's Plans (hereinafter defined) which shall have been approved by the County (the "Tenant Improvements"). Except as otherwise set forth herein, the costs of all space planning, and architectural and engineering work for or in connection with the Tenant Improvements, including without limitation all drawings, plans, specifications, permits or other approvals relating thereto, and all insurance, bonds and other requirements and conditions hereunder, and all costs of demolition and construction shall be paid for by Preservation Maryland.

B. INTENTIONALLY OMITTED.

C. PLANS AND SPECIFICATIONS

1. Architect. Preservation Maryland shall, at its sole cost and expense, shall cause Michael Graves Architecture (the "Architect") and, together with the Engineers (hereinafter defined), to design the Tenant Improvements and prepare the construction documents for the Building (the "Construction Documents") consistent with the concept plan already received and reviewed by the County and attached hereto as Exhibit C-1.

2. Engineers. Preservation Maryland, at its sole cost and expense, may retain the services of an engineering firm selected by Preservation Maryland or Architect and reasonably acceptable to the County (the "**Engineers**"; and, together with the Architect, the "**Design Professionals**") to: (a) design the type, number and location of all mechanical systems in the Building, including without limitation the heating, ventilating and air conditioning system therein, and to prepare all of the mechanical plans; (b) assist with the electrical design of the Building, including the location and capacity of light fixtures, electrical receptacles and other electrical elements, and to prepare all of the electrical plans; (c) assist with plumbing-related issues involved in designing the Building and to prepare all of the plumbing plans; (d) assist with the structural elements of the Design Professionals' design of the Building and retaining wall to prepare all the structural plans; (e) prepare the fire suppression and life-safety systems for the Building; and (f) assist with civil-engineering issues related to the Building and/or Property, including exploring stormwater management techniques consistent with the Ellicott City Watershed Master Plan.

3. County Review and Approval. The County shall be provided the draft Construction Documents at the 50% completion and at 90% completion. At each stage of completion, the County shall provide its written comments on the draft Construction Documents for Preservation Maryland to address in the draft Construction Documents no later than ten (10) business days after the County's receipt of the draft Construction Documents. The County's approval of the Construction Documents (including revisions thereto) shall not be unreasonably withheld, conditioned or delayed. The County shall note with reasonable particularity those items, if any, shown on the Construction Documents which are not acceptable to the County. The County's approval shall be limited to matters that (i) have not previously been approved in the Concept Plan or any other plan previously approved by the County, or (ii) affect the Building structure

or systems, or are visible from the exterior of the Building. For the avoidance of doubt, the County approval referenced in this Section does not include regulatory approvals, including, but not limited to permits.

4. Tenant Plans. The Construction Documents, once approved by the County and Preservation Maryland and as may be thereafter modified by such Change Orders as requiring County approval, are referred to collectively as the "**Tenant Plans.**"

D. CHANGES TO TENANT PLANS.

1. Change Order. Should substantial change(s) to the Tenant Plans or Tenant Improvements be necessary, Preservation Maryland shall submit such changes in writing to the County (each a "**Change Order**"). The County's approval of the Change Order(s) (including revisions thereto) shall not be unreasonably withheld, conditioned or delayed. The County shall note with reasonable particularity those items, if any, shown on the Change Order which are not acceptable to the County.

2. Change Order Costs and Delays. Preservation Maryland shall be solely responsible for all costs and expenses associated with any Change Order, and for any and all delay resulting therefrom, including without limitation costs or expenses relating to (a) any additional architectural or engineering services and related design expenses, (b) any changes to materials in process of fabrication, (c) cancellation or modification of supply or fabricating contracts, or (d) removal or alteration of work or plans completed or in process. All such costs and expenses shall be deemed Construction Costs (hereinafter defined).

E. COST OF TENANT IMPROVEMENTS

1. Construction Costs. All costs of design and construction of the Tenant Improvements, including without limitation the costs of all space planning, architectural and engineering work related thereto, all governmental and quasi-governmental approvals and permits required therefor, all construction costs, contractors' overhead and profit, insurance and other requirements, costs associated with any Change Orders, and all other costs and expenses incurred in connection with the Tenant Improvements (collectively, "**Construction Costs**"), shall be paid by Preservation Maryland, except as in herein otherwise provided.

2. Infrastructure Costs. Subject to the availability and appropriation of funds in the applicable fiscal year capital budget, Howard County intends to allocate capital dollars to select work items pertaining to stormwater management and/or site infrastructure on the Property. The corresponding work shall be completed by the licensed Contractor hired by Preservation Maryland, to the extent that funds are made available by the County.

F. CONSTRUCTION

1. Contractor. Preservation Maryland shall (a) solicit bids from licensed contractors, and (b) select the successful bidder for the contract for construction of the Tenant Improvements (the "**Construction Contract**"). Following the execution of the Construction Contract, Preservation Maryland shall cause Contractor to commence and diligently pursue to completion, in a good and workmanlike manner, the construction of the Tenant Improvements in accordance with the Tenant Plans and all federal, state, county and municipal laws, ordinances, or regulations.

2. Construction Supervision. All Tenant Improvements shall be performed by the Contractor. The County may, at its expense, retain another construction supervisor or use its County employees (the "**County's Construction Supervisor**") as the County's construction supervisor in connection with the construction of the Tenant Improvements.

3. **Periodic Inspection; Construction Meetings.** The County's Construction Supervisor is authorized by Preservation Maryland to make periodic inspections of the Building during construction during reasonable business hours.

G. ACCEPTANCE OF LEASED BUILDING.

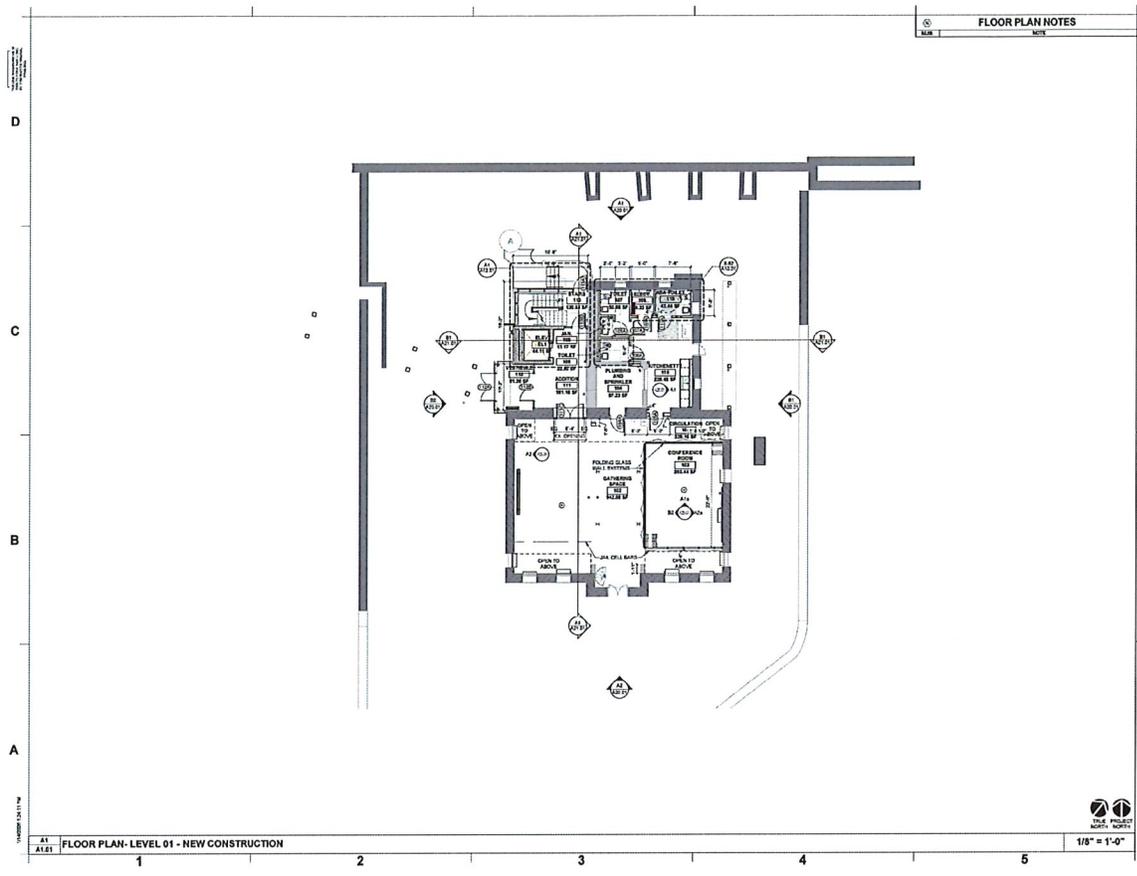
1. **Punch List.** Upon substantial completion of the Tenant Improvements, Preservation Maryland, the County, Design Professionals, and the Contractor shall make an inspection of the Building to determine whether the construction and installation of the Tenant Improvements has been completed in accordance with the Tenant Plans and to prepare a punch list (the "**Punch List**") of work requiring correction or completion by Contractor. Any disputes between the County and Preservation Maryland concerning any Punch List item not resolved by the County and Preservation Maryland shall be decided by a qualified design professional selected by the County and reasonably acceptable to Preservation Maryland, and any such decision reached by such professional(s) shall be binding on the County and Preservation Maryland.

H. TENANT IMPROVEMENTS REMAIN. Subject to section 2.c of this Agreement, all items of the Tenant Improvements, excluding personal property and furniture and equipment not permanently affixed, shall become the property of the County upon expiration or earlier termination of this Agreement and shall remain in the Building upon the termination of this Agreement.

I. COUNTY'S REPRESENTATIVE. The County hereby designates Samantha M. Cobb, Director Department of General Services, whose email address is scobb@howardcountymd.gov and whose telephone number is 410-313-6163, to act as County's representative for purposes of authorizing and executing any and all documents, workletters, plans, specifications, cost estimates, or other writings and changes thereto needed to effect this Work Agreement, and any and all changes, additions or deletions to the work contemplated herein, and Preservation Maryland shall have the right to rely on any documents executed by such authorized party.

EXHIBIT C-1 – CONCEPT PLANS

Exhibit C-1



FLOOR PLAN NOTES
NEW

MICHAEL GRAVES

ARCHITECT
MICHAEL GRAVES ARCHITECTS
2000 PARK AVENUE
ELLCOTT CITY, MD 21043
TEL: 410-286-1000
WWW.MICHAELGRAVES.COM

PROJECT ENGINEER
MICHAEL GRAVES ARCHITECTS
2000 PARK AVENUE
ELLCOTT CITY, MD 21043
TEL: 410-286-1000
WWW.MICHAELGRAVES.COM

DATE
2023.11.11

75% CONSTRUCTION DOCUMENTS FOR CONSTRUCTION

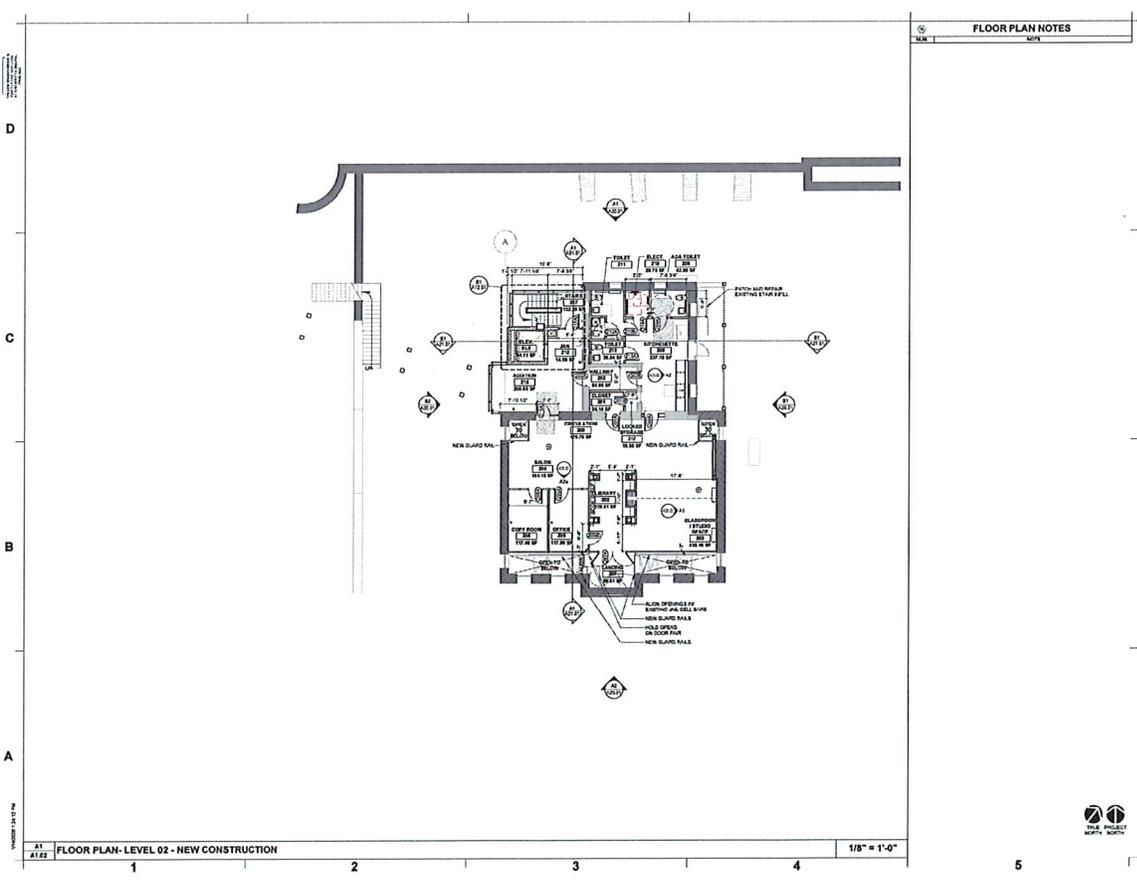
ELLCOTT CITY JAIL REDEVELOPMENT
3709 PARK AVENUE
ELLCOTT CITY, MD 21043
PROJECT: WAD-2020-00

DATE	DESCRIPTION
2023.11.11	REVISION 01 - 48 ROOM DEVELOPMENT
2023.11.11	75% CONSTRUCTION DOCS

SHEET NAME:
FLOOR PLAN-LEVEL 01

DATE SUBMITTED: 2023.11.11
CURRENT: 2023.11.27
75% CONSTRUCTION DOCS

SHEET: **A1.01**



FLOOR PLAN NOTES
NEW

MICHAEL GRAVES

ARCHITECT
MICHAEL GRAVES ARCHITECTS
2000 PARK AVENUE
ELLCOTT CITY, MD 21043
TEL: 410-286-1000
WWW.MICHAELGRAVES.COM

PROJECT ENGINEER
MICHAEL GRAVES ARCHITECTS
2000 PARK AVENUE
ELLCOTT CITY, MD 21043
TEL: 410-286-1000
WWW.MICHAELGRAVES.COM

DATE
2023.11.11

75% CONSTRUCTION DOCUMENTS FOR CONSTRUCTION

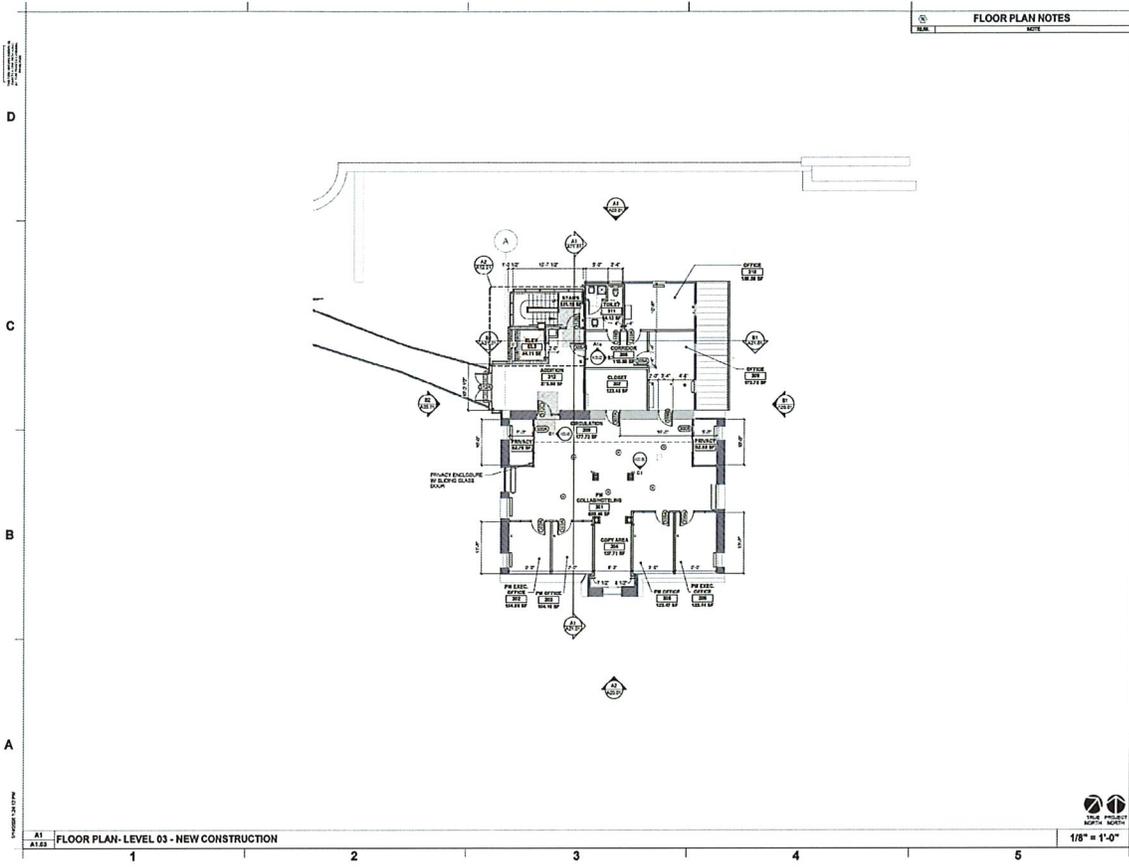
ELLCOTT CITY JAIL REDEVELOPMENT
3709 PARK AVENUE
ELLCOTT CITY, MD 21043
PROJECT: WAD-2020-00

DATE	DESCRIPTION
2023.11.11	REVISION 01 - 48 ROOM DEVELOPMENT
2023.11.11	75% CONSTRUCTION DOCS

SHEET NAME:
FLOOR PLAN-LEVEL 02

DATE SUBMITTED: 2023.11.11
CURRENT: 2023.11.27
75% CONSTRUCTION DOCS

SHEET: **A1.02**



FLOOR PLAN NOTES

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75% CONSTRUCTION DOCUMENTS FOR CONSTRUCTION

ELLICOTT CITY JAIL REDEVELOPMENT
 3709 PARK AVENUE, SUITE 1111
 ELLICOTT CITY, MD 21043
 PROJECT: WAC-2014-02

DATE: 08/11/11
 DESCRIPTION: 75% CONSTRUCTION DOCUMENTS FOR CONSTRUCTION

SHEET NAME:
 FLOOR PLAN-LEVEL 03

DATE: 08/11/11
 DESCRIPTION: 75% CONSTRUCTION DOCUMENTS FOR CONSTRUCTION

SHEET: **A1.03**



EXTERIOR ELEVATION NOTES

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75% CONSTRUCTION DOCUMENTS FOR CONSTRUCTION

ELLICOTT CITY JAIL REDEVELOPMENT
 3709 PARK AVENUE, SUITE 1111
 ELLICOTT CITY, MD 21043
 PROJECT: WAC-2014-02

DATE: 08/11/11
 DESCRIPTION: 75% CONSTRUCTION DOCUMENTS FOR CONSTRUCTION

SHEET NAME:
 EXTERIOR ELEVATIONS

DATE: 08/11/11
 DESCRIPTION: 75% CONSTRUCTION DOCUMENTS FOR CONSTRUCTION

SHEET: **A20.01**

MATERIAL LEGEND (EXTERIOR)

EXHIBIT D

Howard County Charter Section 901. - Conflict of interest.

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit of the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of more than nominal value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he or she receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his or her public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his or her office, or shall suffer such other penalty as provided by law. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he or she shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Editor's note— An amendment to § 901(b) proposed by Res. No. 16, 1990 was approved at an election held Nov. 6, 1990, and became effective Dec. 6, 1990. Amendments proposed by Res. Nos. 122, 123, and 126, 1996 were approved at an election held Nov. 5, 1996, and became effective Dec. 5, 1996.

Howard County Code

Sec. 22.204. - Prohibited conduct and interests.

(a) Participation Prohibitions.

(1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:

(i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.

(ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:

a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;

b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;

c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;

d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;

e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or

f. A business entity that:

1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and

2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.

(2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:

(i) The disqualification leaves a body with less than a quorum capable of acting;

- (ii) The disqualified official or employee is required by law to act; or
- (iii) The disqualified official or employee is the only person authorized to act.

(3) The prohibitions of paragraph 1. of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) Employment and Financial Interest Restrictions.

(1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:

- (i) Be employed by or have a financial interest in any entity:
 - a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or
 - b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or

(ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.

(2) The prohibitions of paragraph (1) of this subsection do not apply to:

(i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;

(ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;

(iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or

(iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) Post-Employment Limitations and Restrictions.

(1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.

(2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) *Contingent Compensation.* Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) *Use of Prestige of Office.*

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) *Solicitation and Acceptance of Gifts.*

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

(i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;

(ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;

(iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or

(iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:

a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;

b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or

c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:

a. Meals and beverages consumed in the presence of the donor or sponsoring entity;

b. Ceremonial gifts or awards that have insignificant monetary value;

c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;

d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;

e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;

f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;

g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or

h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) *Disclosure of Confidential Information.* Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) *Participation in Procurement.*

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

(C.B. 50, 2011, § 1)