

Introduced 4/3/17  
 Public Hearing 4/19/17  
 Council Action 5/1/17  
 Executive Action 5/5/17  
 Effective Date 5/5/17

**County Council of Howard County, Maryland**

2017 Legislative Session

Legislative Day No. 6

**Bill No. 27 -2017**

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

AN ACT approving, in accordance with Section 612 of the Howard County Charter, a Seventh Amendment to Agreement of Lease for the portion of the building consisting of approximately 5,728 square feet located at 3300 North Ridge Road, Suite 240, Ellicott City, Howard County, Maryland by and between Howard County and Executive Center LLC, a Maryland limited liability company; authorizing the County Executive to make changes to the Amendment, under certain conditions; authorizing the County Executive to execute the Amendment; and generally relating to the Amendment.

Introduced and read first time April 3, 2017. Ordered posted and hearing scheduled.  
 By order Jessica Feldmark  
 Jessica Feldmark, 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 April 19, 2017.  
 By order Jessica Feldmark  
 Jessica Feldmark, Administrator

This Bill was read the third time on May 1, 2017 and Passed , Passed with amendments \_\_\_\_\_, Failed \_\_\_\_\_.  
 By order Jessica Feldmark  
 Jessica Feldmark, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 3rd day of May, 2017 at 1 a.m./p.m.  
 By order Jessica Feldmark  
 Jessica Feldmark, Administrator

Approved by the County Executive May 5, 2017  
Allan H. Kittleman  
 Allan H. Kittleman, 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 *Agreement of Lease in the name of and on behalf of the County.*  
2

3 **Section 3. And Be It Further Enacted** by the County Council of Howard County, Maryland that  
4 *the County Executive, prior to execution and delivery of the Seventh Amendment to Agreement of*  
5 *Lease, may make such changes or modifications to the Amendment as he deems appropriate in*  
6 *order to accomplish the purpose of the transactions authorized by this Act, provided that such*  
7 *changes or modifications shall be within the scope of the transactions authorized by this Act;*  
8 *and the execution of the Amendment by the County Executive shall be conclusive evidence of the*  
9 *approval by the County Executive of all changes or modifications to the Amendment, and the*  
10 *Amendment shall thereupon become binding upon the County in accordance with its terms.*  
11

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

**AGREEMENT OF LEASE**

**THIS AGREEMENT OF LEASE** (this "Lease") is made this 5<sup>th</sup> day of August, 2009 by and between **EXECUTIVE CENTER, INC.**, a Maryland corporation, having an address at 1205 York Road, 4<sup>th</sup> Floor, Lutherville, Maryland 21093 (the "Landlord") and **HOWARD COUNTY, MARYLAND**, a body corporate and politic, having an address at 3430 Court House Drive, Ellicott City, Maryland 21043 (the "County").

**WHEREAS**, Landlord was the successful bidder in RFP # 2009 - 047 for the County's use of a portion of the building known as Executive Center, 3300 North Ridge Road, Ellicott City, Maryland.

**WITNESSETH, THAT FOR AND IN CONSIDERATION** of the mutual entry into this Lease by Landlord and the County, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, Landlord hereby leases to the County and the County hereby leases from Landlord the Premises, hereinafter described, upon the terms and conditions set forth herein.

**SECTION 1. DEFINITIONS**

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

Building - means the four story building known as Executive Center, 3300 North Ridge Road, Ellicott City, Howard County, Maryland and the Building's access driveway, walkways, parking areas, and grassed areas.

Common Areas - means the common stairways, lobbies, common hallways, parking areas, ingress and egress drives, grounds, and other portions of the Building and Landlord's property intended for use by all occupants of the Building.

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

County's Portion - means the percentage of the Building leased to the County based upon the ratio of the area of the Premises to the area of the Building.

Event of Default - means an event of default described in Section 10.1 hereof.

Insurance - means the all-risk property insurance, general liability insurance, and workers' compensation insurance maintained by Landlord out of or in connection with its ownership of the Building throughout the Term.

Landlord - means Executive Center, Inc., a Maryland corporation, qualified and in good standing in the state of Maryland, and its successors and assigns.

does not (a) obtain County Council approval to extend the Original Term to June 30, 2012, and (b) either (i) does not exercise both renewal options provided for in Section 2.1.2, or (ii) exercises its Early Termination option in accordance with Section 2.1.4 of this lease, then the County shall reimburse the Landlord for all unamortized cost for Improvements (defined below).

2.1.2. Renewal Term. In the event the County Council does not approve extending the Original Term to June 30, 2012, the County shall have the option to renew the Lease for up to two additional terms of one year each (a "Renewal Term"), each Lease Year for each Renewal Term commencing on July 1 and ending on June 30 of the following year. The County may exercise the renewal option by giving sixty (60) days prior written notice of the County's intention to exercise its option for the Renewal Term prior to the expiration of the Original Term or any Renewal Term, as applicable.

2.1.3. Delivery of Possession. The Landlord shall deliver possession of the Premises upon the commencement of this Lease.

2.1.4. Early Termination. Notwithstanding anything to the contrary contained in this Lease, if either the Original Term is extended to June 30, 2012 or the County exercises its second renewal option, which Renewal Term would expire on June 30, 2012, then the County shall have the right to terminate the Lease at anytime within 8-months prior to the end of the Term expiring on June 30, 2012, without penalty, other than the payment provided for in Section 2.1.1, or without default, by delivering to Landlord sixty (60) days prior written notice of the early termination. If the County exercises its right of early termination, then the last day of the Term shall be the last day of the second full month from the date of the County's notice.

2.2. Surrender. The County shall, at its expense, at the expiration of the Term or any earlier termination of this Lease (a) promptly surrender to Landlord possession of the Premises in good order and repair (ordinary wear and tear excepted) and broom clean, and (b) remove the County's signs, goods and effects and any machinery, trade fixtures and equipment which are used by the County. The Improvements and all other Premises improvements approved by Landlord may remain. All other improvements made by the County shall be removed, and the County also may elect to remove the approved improvements, and the Premises shall be restored to substantially the same condition that existed at the commencement of the Lease, reasonable wear and tear excepted.

2.3. Holding over. If the County holds possession of the Premises after the expiration or termination of this Lease without Landlord's written consent, the County shall become a tenant from month to month at one hundred twenty-five percent (125%) of the monthly rent due during the last Lease Year of the Term and upon all other terms herein specified and shall continue to be such tenant from month to month until such tenancy shall be terminated by either party giving the other written notice of at least thirty (30) days of its intention to terminate such tenancy. Nothing contained in this Lease shall be construed as consent by Landlord to the occupancy or possession of the Premises by the County after the expiration or termination of this Lease. Upon the expiration or termination of this Lease, Landlord shall be entitled to the benefit of all public general or public local laws relating to the speedy recovery of the possession of lands and tenements held over by tenants, that may now or hereafter be in force.

4.2 Americans With Disabilities Act. The parties acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*) and regulations and guidelines promulgated thereunder, as amended and supplemented from time to time (collectively the "ADA"), establish requirements for business operations, accessibility and barrier removal, and that such requirements may apply to the Premises and Building depending on, among other things: (i) whether the County's business is deemed to be a "public accommodation" or "commercial facility", (ii) whether such requirements are "readily achievable", and (iii) whether a given alteration affects a "primary function area" or triggers "path of travel" requirements. Landlord shall be responsible for ADA Title III compliance in the Building and the Premises, including any leasehold improvements or other work to be performed in the Premises under or in connection with this Lease

## **SECTION 5. INSURANCE**

5.1 Landlord's Insurance. Landlord shall maintain the Insurance, at its cost, throughout the Term.

5.2 County's Insurance. The County is self-insured for general liability and property insurance. The County's Risk Management Administration may provide a certificate of insurance.

5.3 No Subrogation. County and Landlord each releases the other, and waives any right of recovery, from liability for any loss or damage to the extent that such loss is insurable under the terms of standard fire and extended coverage insurance policies. Each shall submit documentation that their insurance carriers agree to waive subrogation in the event of a loss. Each waives any right to recover from the other the amount of any deductible under their respective policies of insurance.

5.4 No Hazards. County shall not permit any hazardous substances within the Premises except the type and in the quantities typically required for an office.

## **SECTION 6. MAINTENANCE, SERVICES AND INDEMNIFICATION.**

6.1. Maintenance and Services Provided by Landlord. Landlord shall provide the Maintenance to maintain in a safe condition the structural elements of the Building including, without limitation, the roof, gutters, pipes, and utility lines on the exterior of the Building, the electrical supply system, water and sewer system, heating and air-conditioning systems, walkways, parking lot, access driveway, grassed areas, and all Common Areas.

6.2. Maintenance of the Premises by the County. The County shall at all times during the Term take good care of and keep the Premises and all improvements, fixtures, and equipment therein (including, but not limited to, interior windows, interior doors, including locks and hardware, interior pipes, interior plumbing but excluding interior water and sewer connections, light fixtures, floor coverings, thermostats and the HVAC system) in good order and condition and, at the County's sole cost and expense, shall make all necessary repairs thereto arising from

occupancy by such casualty. If, because of any such damage, the undamaged portion of the Premises is made unsuitable for use by the County, as determined by the County in its sole and absolute subjective discretion, or Landlord's repairs of the damaged portion are not completed within sixty (60) days or cannot be completed within sixty (60) days, then the County may terminate this Lease, and neither party shall have any further obligations or liability under this Lease as of the date of termination.

8.2 Condemnation. If all or substantially all of the Building is taken by the exercise of the governmental power of eminent domain, then this Lease shall automatically terminate as of the date of such taking. If, however, less than all or substantially all of the Premises or Building is subject to a taking, then Landlord shall have the option to repair or renovate the remaining area of the Building and the Premises to substantially the condition of the Building and Premises immediately before such casualty, and may temporarily enter and possess any or all of the Premises for such purposes. So long as the County is deprived of the use of any or all of the Premises on account of such taking, the Rent payable under the provisions of Section 3.1 shall be abated in proportion to the number of square feet of the Premises rendered unfit for occupancy by such taking. If, because of any such taking, any remaining portion of the Premises is made unsuitable for use by the County, as determined by the County in its sole and absolute subjective discretion, or Landlord's repairs of the remaining portion are not completed within sixty (60) days or cannot be completed within sixty (60) days, then the County may terminate this Lease, and neither party shall have any further obligations or liability under this Lease as of the date of termination.

## **SECTION 9. ASSIGNMENT AND SUBLETTING; USE OF PREMISES; QUIET ENJOYMENT.**

9.1 Assignment and Subletting. The County shall not enter into any lease, sublease, assignment license, concession or other agreement for the possession of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's prior written consent shall not be required for the County to assign this Lease or sublet all or part of the Premises to the County's governmental departments, agencies or commissions or related State departments, agencies or commissions, except for health-related agencies.

9.2 Use of Premises. The County intends to use the Premises for office purposes and the business operations of the Maryland Cooperative Extension.

9.3 Quiet Enjoyment. Landlord hereby covenants that the County, on paying the Rent and performing the covenants set forth herein, shall peaceably and quietly hold and enjoy, throughout the Term, the Premises (including, by way of example rather than of limitation, any such right to use any driveway or shared parking lot) and to use the Common Areas.

## **SECTION 10. DEFAULT.**

10.1 Definition: As used in the provisions of this Lease, each of the following events

10.3.3. EACH PARTY HEREBY WAIVES ALL RIGHTS WHICH IT MAY HAVE AT LAW OR IN EQUITY TO A TRIAL BY JURY IN CONNECTION WITH ANY SUIT OR PROCEEDING AT LAW OR IN EQUITY RELATING TO THIS LEASE.

#### SECTION 11. NOTICES.

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to a party shall be (a) in writing, and (b) deemed to have been provided (i) forty-eight (48) hours after being sent as certified mail in the United States mails, postage prepaid, return receipt requested to the address hereinabove provided; or (ii) (if such party's receipt thereof is acknowledged in writing) upon being given by hand or other actual delivery to such party. The individual to contact in the case of the County is the Chief of Real Estate Services Division, Department of Public Works and in the case of an issue with Rent, the Director of Finance, and the individual to contact in the case of Landlord is Robert J. Licata or such other person identified, respectively. The telephone and fax numbers for Landlord are: 410-583-8905 or 410-583-8985 (Fax).

#### SECTION 12. GENERAL.

12.1. Effectiveness. This Lease shall become effective upon and only upon its execution and delivery by each party hereto.

12.2. Complete understanding. This Lease represents the complete understanding between the parties hereto as to the subject matter hereof and supersedes all prior negotiations and agreements between the parties.

12.3. Amendment. This Lease may be amended only by an instrument fully executed and delivered by each party hereto.

12.4. Applicable law. This Lease shall be given effect and construed by application of the law of Maryland, and any action or proceeding arising hereunder shall be brought in the either in the District Court or Circuit Court for Howard County, Maryland.

12.5. Time of Essence. Time shall be of the essence of this Lease.

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

12.7. 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, subsection, paragraph or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to

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

**LANDLORD:**  
**EXECUTIVE CENTER, INC.**  
a Maryland corporation

**ATTEST:**

Linda Licata  
Linda Licata  
Corporate Secretary

BY: Louis Mangione (SEAL)  
Louis Mangione  
President

**WITNESS:**

Lonnie R. Robbins  
Lonnie R. Robbins  
Chief Administrative Office

**HOWARD COUNTY, MARYLAND**

By: Ken Ulman (SEAL)  
Ken Ulman  
County Executive

**APPROVED:**

James M. Irvin 8/5/09  
James M. Irvin, Director  
Department of Public Works

**APPROVED FOR SUFFICIENCY OF FUNDS:**

Sharon Greisz 8/5  
Sharon Greisz, Director  
Department of Finance

**APPROVED** for Form and Legal  
Sufficiency this 5 day of August, 2009

Margaret Ann Nolan  
Margaret Ann Nolan  
County Solicitor



## SEVENTH AMENDMENT TO AGREEMENT OF LEASE

**THIS SEVENTH AMENDMENT TO AGREEMENT OF LEASE** (this "Renewal") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **EXECUTIVE CENTER, LLC** (the "Landlord"), a Maryland limited liability company, and **HOWARD COUNTY, MARYLAND** (the "County"), a body corporate and politic.

**WHEREAS**, the County and the Landlord entered into an Agreement of Lease dated August 5, 2009 (the "Original Lease"), for the lease of the premises described as Suite 240 and comprising 5,728 square feet (the "Premises"), located within the building owned by the Landlord at 3300 North Ridge Road, Ellicott City, Howard County, Maryland (the "Building"). The "Original Term" of the Lease extended from September 1, 2009 through June 30, 2010.

**WHEREAS**, upon obtaining the approval of the County Council of Howard County ("Council"), the County and the Landlord amended the Original Lease by the First Amendment to Agreement of Lease, dated December 21, 2009, (the "First Amendment"), which amendment extended the Original Term of the Original Lease to June 30, 2012.

**WHEREAS**, by Second Amendment to Agreement of Lease dated June 6, 2012, the County and the Landlord amended the Agreement of Lease to (1) extend the Original Term (the "Term") of the Lease through June 30, 2013, and provide for four (4) additional renewal periods of one (1) year each (each a "Renewal Term"), (2) allow the County to terminate prior to the end of the Term or any Renewal Term by giving the Landlord 180 days prior notice, and (3) defining the rent for the Term and the amount by which the rent would increase for each Renewal Term.

**WHEREAS**, by Third Amendment to Agreement of Lease dated June 13, 2013, the County exercised its right of renewal for the first Extension Option Period and the Landlord agreed to extend the term of the Lease for the first Extension Option Period as set forth therein.

**WHEREAS**, by Fourth Amendment to Agreement of Lease dated May 14, 2014, the County exercised its right of renewal for the second Extension Option Period and the Landlord agreed to extend the term of the Lease for the second Extension Option Period as set forth therein.

**WHEREAS**, by Fifth Amendment to Agreement of Lease dated May 1, 2015, the County exercised its right of renewal for the third Extension Option Period and the Landlord agreed to extend the term of the Lease for the third Extension Option Period as set forth therein.

Landlord shall indemnify, defend and hold the County harmless from any charge, liability or expense (including reasonable attorneys' fees) that the County may suffer, sustain or incur in respect of any claim for a commission, finder's fee or other compensation by a broker, agent or finder claiming by, through or under the Landlord.

6. **Right of First Offer.**

6.1. The Landlord hereby grants the County the right during the Term to expand into any vacant or otherwise available space contiguous to the Premises in the Building ("Vacant Space") under the terms and conditions set forth below:

a. The Landlord shall provide the County with written notice of the availability of the Vacant Space (the "Landlord Notice") and shall offer to lease the Vacant Space to the County on the terms and conditions of the Lease and at the Rent rate per square foot applicable to the Premises at the time of availability of the Vacant Space.

b. The Landlord's notice to the County shall provide the County with ninety (90) days ("Notice Period") to accept Landlord's offer in writing.

c. If the County wishes to lease any Vacant Space, the County must advise Landlord in writing (the "County Notice") within thirty (30) days of the County's receipt of Landlord's written notice (i) of the amount of Vacant Space that the County desires to lease ("Expansion Space") and (ii) of the County's plan to seek Council approval, if applicable.

d. During the Notice Period, the County will use reasonable efforts to obtain Council approval, if applicable, for the lease of the Expansion Space.

e. Within the Notice Period and within a reasonable time of (i) the approval of the Council, or (ii) the County Notice, if Council approval is not required, the parties shall execute an amendment to the Lease setting forth the Effective Date, the exact square footage of and location of the Accepted Space, and such other modifications to the Lease as are reasonably required to document the lease of the Expansion Space.

f. Unless otherwise agreed by the Landlord and the County, the Expansion Space shall be delivered to the County in an "as is" condition.

g. Except as otherwise agreed by the Landlord and the County, Tenant's occupancy of the Expansion Space shall expire at the same time as provided with respect to the Premises.

6.2. Landlord shall not lease the Vacant Space to any third party without first offering the Vacant Space to the County pursuant to this Section 6. If the County declines expansion into the Vacant Space identified in Landlord Notice, or does not provide a written response as required in Section 6.1.c., the Landlord may proceed to lease the Vacant Space to a third party without the requirement of notifying the County

**IN WITNESS WHEREOF**, the Landlord and the County have caused this Renewal to be executed and delivered by its duly authorized officer, under seal, on the date first above written.

**LANDLORD:**

**WITNESS/ATTEST:**

**EXECUTIVE CENTER, LLC**  
a Maryland limited liability company

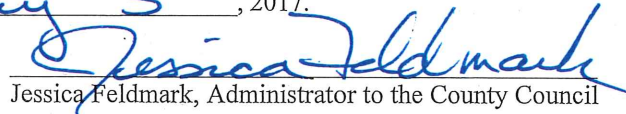
\_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)  
Louis Mangione  
Member and Authorized Signatory

[Signatures continue on the following page.]

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on May 5, 2017.

  
\_\_\_\_\_  
Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on \_\_\_\_\_, 2017.

\_\_\_\_\_  
Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on \_\_\_\_\_, 2017.

\_\_\_\_\_  
Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on \_\_\_\_\_, 2017.

\_\_\_\_\_  
Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on \_\_\_\_\_, 2017.

\_\_\_\_\_  
Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on \_\_\_\_\_, 2017.

\_\_\_\_\_  
Jessica Feldmark, Administrator to the County Council

CB 27



# Howard County

*Internal Memorandum*

**Subject:** Testimony & Fiscal Impact Statement  
Council Bill No. 27 - 2017, an Act pursuant to Section 612 of the Howard County Charter, approving a Seventh Amendment of Lease between Howard County, Maryland and Executive Center, LLC, a Maryland limited liability company, for the lease of approximately 5,728 square feet of space located at 3300 North Ridge Road, Suite 240, Ellicott City, Maryland during a multi-year term; authorizing the Executive to make changes to the Amendment, under certain conditions; authorizing the County Executive to execute the Amendment; and generally relating to the Amendment.

**To:** Lonnie R. Robbins,  
Chief Administrative Officer

**From:** James M. Irvin, Director  
Department of Public Works

**Date:** March 23, 2017

The Department of Public Works has been designated coordinator for preparation of testimony relative to approval of a Seventh Amendment for the leased space.

Howard County, Maryland (the "County") is currently leasing approximately 5,728 square feet of space for the Maryland Cooperative Extension, located at 3300 North Ridge Road, Suite 240, Ellicott City, Maryland, from Executive Center, LLC, a Maryland limited liability company, pursuant to an Agreement of Lease - see Exhibit A.

There have been six amendments to the Agreement of Lease that extended the original term of the Agreement by one-year terms (collectively, the "Agreement as Amended").

The Agreement as Amended is set to expire on June 30, 2017 and parties desire to extend the original term of the Agreement for an additional five years, to June 30, 2022, pursuant to a Seventh Amendment to Agreement of Lease – see Exhibit B.

The extension of the original term of the Agreement as Amended requires the expenditure of County funds in future fiscal years and therefore requires County Council approval as a multi-year agreement pursuant to Section 612 of the Howard County Charter.

CR 27



# Howard County

---

## *Internal Memorandum*

**Subject:** Testimony & Fiscal Impact Statement  
Council Bill No. \_\_\_\_\_ - 2017, an Act pursuant to Section 612 of the Howard County Charter, approving a Seventh Amendment of Lease between Howard County, Maryland and Executive Center, LLC, a Maryland limited liability company, for the lease of approximately 5,728 square feet of space located at 3300 North Ridge Road, Suite 240, Ellicott City, Maryland during a multi-year term; authorizing the Executive to make changes to the Amendment, under certain conditions; authorizing the County Executive to execute the Amendment; and generally relating to the Amendment.

**To:** Lonnie R. Robbins,  
Chief Administrative Officer

**From:** James M. Irvin, Director  
Department of Public Works

**Date:** March 23, 2017

The Department of Public Works has been designated coordinator for preparation of testimony relative to approval of a Seventh Amendment for the leased space.

Howard County, Maryland (the "County") is currently leasing approximately 5,728 square feet of space for the Maryland Cooperative Extension, located at 3300 North Ridge Road, Suite 240, Ellicott City, Maryland, from Executive Center, LLC, a Maryland limited liability company, pursuant to an Agreement of Lease - see Exhibit A.

There have been six amendments to the Agreement of Lease that extended the original term of the Agreement by one-year terms (collectively, the "Agreement as Amended").

The Agreement as Amended is set to expire on June 30, 2017 and parties desire to extend the original term of the Agreement for an additional five years, to June 30, 2022, pursuant to a Seventh Amendment to Agreement of Lease – see Exhibit B.

The extension of the original term of the Agreement as Amended requires the expenditure of County funds in future fiscal years and therefore requires County Council approval as a multi-year agreement pursuant to Section 612 of the Howard County Charter.