

Introduced \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Council Action \_\_\_\_\_  
Executive Action \_\_\_\_\_  
Effective Date \_\_\_\_\_

## County Council of Howard County, Maryland

2025 Legislative Session

Legislative Day No. 9

### Bill No. 49 -2025

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

Short Title: Amendment of Lease Agreement – 13,500 rentable square feet – 9515 Gerwig Lane

Title: AN ACT pursuant to Section 612 of the Howard County Charter, approving an Amendment of Lease Agreement between Howard County, Maryland and Merritt-HR, LLC for the lease of approximately 13,500 rentable square feet of space located at 9515 Gerwig Lane, Columbia, Maryland; and authorizing the County Executive to take certain actions in connection with the Agreement.

---

Introduced and read first time \_\_\_\_\_, 2025. 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 \_\_\_\_\_, 2025.

By order \_\_\_\_\_  
Michelle Harrod, Administrator

This Bill was read the third time on \_\_\_\_\_, 2025 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 \_\_\_\_\_, 2025 at \_\_\_\_ a.m./p.m.

By order \_\_\_\_\_  
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive \_\_\_\_\_, 2025

\_\_\_\_\_  
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”) is in need of space for the Board  
2 of Elections; and

3  
4           **WHEREAS**, the County entered into a Lease Agreement for the lease of the premises  
5 containing approximately 13,500 rentable square feet described as Suites 113-115 within the  
6 building located at 9515 Gerwig Lane, Columbia, pursuant to a Lease Agreement dated December  
7 28, 2017 (the “Original Lease”); and

8  
9           **WHEREAS**, the Original Lease was approved by the County Council as a multi-year  
10 agreement by the passage of Council Bill Number 79-2017; and

11  
12           **WHEREAS**, the Original Lease is set to expire on September 30, 2025; and

13  
14           **WHEREAS**, the County and the current landlord, Merritt-HR, LLC, desire to amend the  
15 Original Lease by entering into an Amendment of Lease Agreement, substantially in the form  
16 attached as Exhibit A; and

17  
18           **WHEREAS**, the Amendment of Lease Agreement proposes to extend the lease term for  
19 an additional two years; and

20  
21           **WHEREAS**, such a multi-year term requires the payment by the County of funds from an  
22 appropriation in a later fiscal year and therefore requires County Council approval as a multi-year  
23 agreement pursuant to Section 612 of the Howard County Charter.

24  
25           **NOW, THEREFORE,**

26  
27       ***Section 1. Be It Enacted** by the County Council of Howard County, Maryland that in accordance*  
28 *with Section 612 of the Howard County Charter, it approves the Amendment of Lease Agreement*  
29 *between Howard County and Merritt-HR, LLC for the two-year term, substantially in the form of*  
30 *Exhibit A attached to this Act.*

1  
2 **Section 2. And Be It Further Enacted** by the County Council of Howard County, Maryland that  
3 *the County Executive is hereby authorized to execute the Amendment of Lease Agreement for such*  
4 *term in the name of and on behalf of the County.*

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

15  
16 **Section 4. And Be It Further Enacted** by the County Council of Howard County, Maryland that  
17 *this Act shall be effective immediately upon its enactment.*

## AMENDMENT OF LEASE AGREEMENT

**THIS AMENDMENT OF LEASE AGREEMENT** (this "Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **MERRITT-HR, LLC**, a Maryland limited liability company (the "Landlord"), registered with and in good standing with the Maryland State Department of Assessments and Taxation and **HOWARD COUNTY, MARYLAND** (the "County"), a body corporate and politic.

**WHEREAS**, the Landlord and the County entered into a Lease Agreement dated December 28, 2017 (the "Lease"), authorized by the County Council of Howard County, Maryland as a multi-year agreement, by Bill Number 79-2017 pursuant to Section 612 of the Howard County Charter, for the lease of the premises containing approximately 13,500 rentable square feet described as Suites 113-115 within the building located at 9515 Gerwig Lane, Columbia, Howard County, Maryland 21046;

**WHEREAS**, the Term is set to expire September 30, 2025;

**WHEREAS**, the County has requested and the Landlord has agreed to grant an extension of the Term for an additional two (2) years commencing October 1, 2025 and expiring September 30, 2027, under the same terms and conditions as set forth in the Lease except as follows;

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are deemed a material and substantive part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and the County agree as follows:

1. **Defined Terms.** The capitalized terms and phrases used in this Amendment, unless otherwise indicated, shall have the meaning ascribed to them in the Lease.
2. **Term.** The term of the Lease is hereby extended for a term commencing October 1, 2025 and ending on September 30, 2027 (the "Extension Term"). All references to the Term in the Lease shall be deemed to mean the Term and the Extension Term, and all references in the Lease to the expiration date or to the end of the Term shall be considered to mean the termination or end of the Extension Term.
3. **Base Rent.** The base rental (the "Base Rent") during the Extension Term shall be in the amounts as follows:

Term	Base Rent per square foot	Monthly Installment of the Annual Rent Based on 13,057 square feet	Annual Rent Based on 13,057 square feet
Year 1 (months October 1, 2025 – September 30, 2026)	\$12.75 per square foot	\$14,343.75	\$172,125.00

Year 2 (months October 1, 2026 – September 30, 2027)	\$13.13 per square foot	\$14,771.25	\$177,255.00
--	-------------------------	-------------	--------------

Payable in equal monthly installments each, in advance, on the first day of each month during the Extension Term without setoff or deduction whatsoever.

4. **Landlord's Work.** The Landlord shall be under no obligation to perform any construction work in or to the Leased Premises or make any installation during Extension Term.

5. **HVAC Maintenance.** The annual cost for the HVAC maintenance agreement for the first year of the Extension Term is \$5,000.00. The costs for the HVAC maintenance agreement shall be subject to a 3% annual increase thereafter.

6. **No Further Extension/Termination.** The County shall have no further option to expand, renew or terminate the Lease except as is set forth herein, and all such rights of first offer, set forth in the Lease are hereby null and void.

7. **Building Performance Standards.** Within thirty (30) days of the Landlord's request (or such earlier timeframe as required by law), the County, at the County's sole cost and expense, shall deliver to the Landlord any data regarding electricity, natural gas, and other energy consumed in the operation of the Premises, and such other related data (e.g. employee count, number of computer screens in the Premises) requested by the Landlord ("Energy Data") for purposes of regulatory compliance, manual and automated benchmarking, energy management, building environmental performance labeling, and other similar purposes. The County hereby consents to Landlord obtaining Energy Data from any electric and gas company. The County acknowledges and agrees that Landlord may disclose Energy Data to governmental or quasi-governmental bodies as required by any Legal Requirements and, for benchmarking purposes, to utility companies, prospective or current lenders or purchasers, or such other third parties with a need to know, and that the Landlord 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 the County. The Landlord shall be entitled to utilize the Energy Data to request or obtain governmental and nongovernment incentives, which shall inure to the benefit of the Landlord. The County covenants and agrees that the Maryland Climate Solutions Now Act and the regulations promulgated thereunder are expressly included in the definition of "Legal Requirements" under the Lease, and the County shall comply with all requirements thereof. The County shall be responsible for all penalties, fines, or other fees or costs incurred by the Landlord and attributable to the County's failure to comply with all applicable Legal Requirements. The terms of this Section shall survive the expiration or earlier termination of the Lease.

8. **Broker.** The County and the Landlord hereby warrant to each other that that it has not dealt with any broker, agent or finder entitled to any commission, fee or others compensation by reason of the execution of this Amendment, except that the County has

retained Chartwell Enterprises, LLC as the County's broker ("County's Broker"), and that they know of no other real estate agent broker or agent who is entitled to a commission or fee in connection with this Amendment. The Landlord shall pay County's Broker a commission of in accordance with the terms of a separate commission agreement entered into between the Landlord and County's Broker. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than the County's Broker.

9. **Public Emergency.** The parties acknowledge that a pandemic, epidemic, outbreak, or similar circumstance arising from the spread or threatened spread of diseases, illnesses, infections, contagions, or similar health issues, civil unrest, riots, war, insurrection, natural disasters, or acts of God, may recur or arise in the future and that such issues may constitute a public emergency (a "Public Emergency"). The County agrees that no Public Emergency (including any recent, existing, or reoccurring COVID-19 outbreak or any government-imposed closures or declared state of emergency) shall give rise to any County right to terminate the Lease, to claim any offset, deduction or abatement of Base Rent, and/or to be relieved of any other obligations of the County under the Lease.

10. **Extent of Amendment.** Except as herein provided, the Lease shall remain unchanged and in full force and effect. In the event that any of the terms, conditions, and provisions of this Amendment conflict with the terms, conditions, and provisions of Original Lease, then the terms, conditions, and provisions of this Amendment shall control.

11. **Time.** Time is of the essence for all purposes in this Amendment.

12. **Authority.** The execution, delivery and performance by the County of its obligations under this Amendment are within the County's powers, and have been duly authorized by all necessary corporate action. The person executing this Amendment has been duly authorized to execute this Amendment and cause it to become a binding agreement of the County.

13. **Governing Law.** The provisions of the Lease shall be governed by the laws of the Howard County and the State of Maryland. The Landlord agrees that any dispute arising under this Amendment shall be filed in the Circuit Court of Maryland for Howard County.

14. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. **Counterparts.** This Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the

parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties execute this Amendment of Lease Agreement, under seal, the day and year first above written:

**WITNESS/ATTEST:**

\_\_\_\_\_

**LANDLORD:**

**MERRIT-HR, LLC**

a Maryland limited liability company

By: \_\_\_\_\_ (SEAL)

Scott E. Dorsey

CEO

[Signatures continue on the next page.]



**ATTEST:**

**HOWARD COUNTY, MARYLAND**

\_\_\_\_\_  
Brandee Ganz  
Chief Administrative Officer

By: \_\_\_\_\_(SEAL)  
Calvin Ball  
County Executive

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Guy Mickley, Director  
Board of Elections

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Yosef Kebede, Director  
Department of Public Works

**APPROVED FOR SUFFICIENCY OF FUNDS:**

\_\_\_\_\_  
Rafiu O. Ighile, Director  
Department of Finance

Approved for Form and Legal Sufficiency  
on this \_\_\_\_ day of \_\_\_\_\_, 2025:

\_\_\_\_\_  
Gary W. Kuc  
County Solicitor

\_\_\_\_\_  
Kristen K. Haskins  
Senior Assistant County Solicitor