

**LICENSE AGREEMENT**  
**BETWEEN**  
**MONTGOMERY COUNTY, MARYLAND**  
**AND**  
**SILVER SPRING UNITED METHODIST CHURCH**

THIS LICENSE AGREEMENT (the "Agreement") made this 27th day of January, 2024, by and between SILVER SPRING UNITED METHODIST CHURCH, 8900 Georgia Ave., Silver Spring, Maryland 20910 ("LICENSOR") and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County"), (the County and the LICENSOR together the "Parties").

**WITNESSETH:**

WHEREAS, the LICENSOR is the owner of fee simple title in the improvements and contiguous grounds located at 8900 Georgia Ave., Silver Spring, Maryland 20910 (the "Property"), and

WHEREAS, the LICENSOR has agreed to license the surface parking lot and parking spaces therein contained at the Property to the County, upon the terms and conditions contained herein.

NOW THEREFORE, and in consideration of the covenants contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows:

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

2. (a) This Agreement shall be for a term of five (5) years, shall retroactively commence January 1, 2024 (the “Commencement Date”) and expiring on December 31, 2028, unless earlier terminated in accordance with the terms of this Agreement.

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

(c) The annual license fee (“License Fee”) is set forth below, payable in monthly installments, according to the following schedule:

<b>License Year</b>	<b>Annual Rent</b>	<b>Monthly Rent</b>
01/01/2024 – 12/31/2024	\$45,792.00	\$3,816.00
01/01/2025 – 12/31/2025	\$47,165.76	\$3,930.48
01/01/2026 – 12/31/2026	\$48,580.73	\$4,048.39
01/01/2027 – 12/31/2027	\$50,038.15	\$4,169.85
01/01/2028 – 12/31/2028	\$51,539.30	\$4,294.94

The first month’s License Fee shall be paid on the Commencement Date and thereafter paid in advance on the first day of each month, partial months to be prorated. Any License Fee payment or portion thereof received more than ten (10) days from the date it is due shall be subject to a late fee of five percent (5%) of the License Fee at issue. Should COUNTY’S failure to pay the License Fee continue for more than thirty (30) calendar days after a License Fee payment becomes due and payable, LICENSOR shall have the right to terminate this Agreement for default and pursue any other legal remedies available to LICENSOR at law or under the terms of the Agreement.

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

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

4. The County agrees to indemnify LICENSOR and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with personal injury and/or damage to property arising from or out of any occurrence upon or at the Licensed Area, or the occupancy or use by the County of the Licensed Area or any part thereof occasioned wholly or in part, to such extent, by any negligent act or omission of the County, except in the case of the negligence, wrongful act or omissions of LICENSOR, its agents, contractors or employees. The County's liability under this paragraph is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2017); Md. Code Ann., Cts. & Jud. Proc. § 5-303, et seq. and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2017), and Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02 (together the "County Indemnification Statutes"), all as amended from time to time. This indemnification is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.

5. The LICENSOR agrees to indemnify the County and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with personal injury and/or damage to property arising from or out of any occurrence upon or at the Licensed Area or any of its obligations under this Agreement occasioned wholly or in part, to such extent, by any negligent act or omission of LICENSOR, its agents, contractors and employees, except in the case of the negligence, wrongful act or omissions of the County or its agents, contractors and employees. LICENSOR shall obtain and maintain during the term of this Agreement and until all of the LICENSORS' obligations which survive termination of this Agreement have been completed, a policy of public liability and property damage insurance as per EXHIBIT "B" attached hereto and incorporated herein.

6. COUNTY, upon the expiration and termination of this Agreement, either by lapse of time or otherwise, shall peaceably surrender to LICENSOR the Licensed Area in the same condition received at the Commencement Date, reasonable wear and tear and damage due to casualty excepted.

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

8. This Agreement and the performances thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Maryland, and venue for any dispute shall be the District Court and Circuit Court of Montgomery County, Maryland. Each Party waives any right to a trial by jury in any legal action relating to or arising out of this Agreement.

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

COUNTY:

Montgomery County Government  
Department of General Services  
101 Monroe St., 9<sup>th</sup> Floor  
Rockville, Maryland 20850  
Attention: Office of Real Estate

LICENSOR:

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

10. LICENSOR agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11-B-33 and Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The LICENSOR assures the COUNTY that, in accordance with applicable law, it does not and agrees that it will not

discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, sexual orientation or genetic status.

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

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

13. It is expressly understood that nothing contained in this Agreement shall be construed to create a partnership, co-venture or agency relationship between LICENSOR and COUNTY; it being expressly understood that the relationship between the Parties hereto is and shall remain at all time that of LICENSOR and LICENSEE.

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

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

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

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

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

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

LICENSOR:  
SILVER SPRING UNITED  
METHODIST CHURCH

By: David Ottalini (electronic)

By: 

Date: January 27th, 2024

COUNTY:  
MONTGOMERY COUNTY,  
MARYLAND

By: Monisola Brobbey

By:   
Fariba Kassiri, Deputy Chief  
Administrative Officer

Date: 02/07/2024

APPROVED AS TO FORM &  
LEGALITY OFFICE OF THE  
COUNTY ATTORNEY

RECOMMENDED

By: Neal Anker  
Neal Anker  
Associate County Attorney

By: Cynthia Brenneman  
Cynthia Brenneman, Director  
Office of Real Estate

Date: 2/6/2024

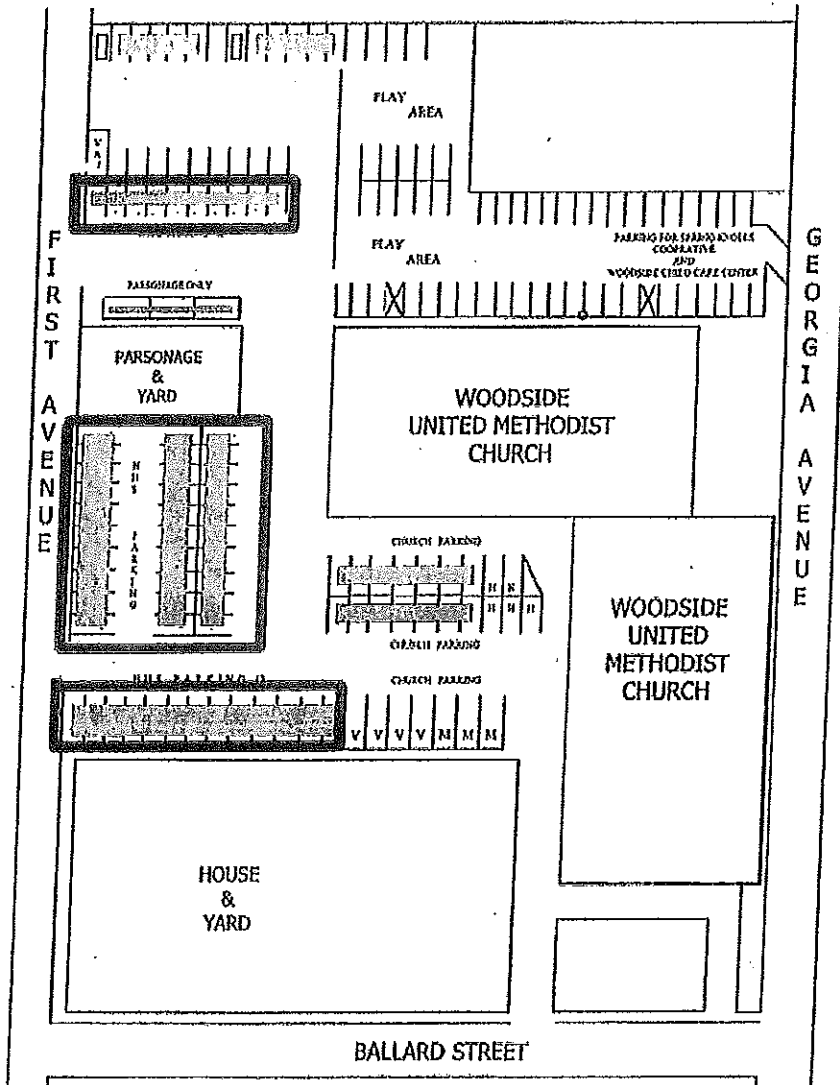
Date: \_\_\_\_\_

# Exhibit "A"

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

8900 Georgia Ave  
Silver Spring, MD 20910

For DHHS Employee Permit Parking



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

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



## **EXHIBIT B**

### **MANDATORY INSURANCE REQUIREMENTS:**

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

#### Commercial General Liability

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

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

#### Automobile Liability Coverage

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

- owned automobiles
- hired automobiles
- non-owned automobiles

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

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

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

#### Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Licensor's Commercial and Excess/Umbrella Insurance for liability arising out of obligations of this License Agreement.

#### Policy Cancellation

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

#### Certificate Holder

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