



100 West Washington Street, Suite 1101 | Hagerstown, MD 21740-4735 | P: 240.313.2200 | F: 240.313.2201
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BOARD OF COUNTY COMMISSIONERS
August 13, 2019
OPEN SESSION AGENDA

- 08:00 A.M. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President Jeffrey A. Cline*
APPROVAL OF MINUTES – August 6, 2019
- 08:05 A.M. CLOSED SESSION
(To consider the acquisition of real property for a public purpose and matters directly related thereto; To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; To consult with counsel to obtain legal advice.)
- 10:00 A.M. RECONVENE IN OPEN SESSION
- 10:05 A.M. COMMISSIONERS' REPORTS AND COMMENTS
- 10:15 A.M. REPORTS FROM COUNTY STAFF
- 10:25 A.M. CITIZENS PARTICIPATION
- 10:30 A.M. PROCLAMATION PRESENTATION – DISABLED AMERICAN VETERANS ORGANIZATION “FORGET-ME-NOT MONTH” SEPTEMBER 2019 – *Presented to Mr. James Arnold*
- 10:35 A.M. CERTIFICATE PRESENTATION – PARTICIPANTS IN THE 2019 CULTURAL EXCHANGE MENTORING PROGRAM AND TOUR OF WASHINGTON COUNTY
- 10:45 A.M. COUNTY SOLAR FACILITIES OVERVIEW – *Andrew Eshleman, P.E., Director, Public Works*
- 10:55 A.M. LEASE AGREEMENT FOR THE DOLEMAN BLACK HERITAGE MUSEUM – *Todd Moser, Real Property Administrator and Andrew Eshleman, P.E., Director, Public Works*
- 11:10 A.M. RECESS

EVENING MEETING AT THE TOWN OF KEEDYSVILLE

Location: 19 South Main Street, Keedysville, MD

- 06:00 P.M. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President Jeffrey A. Cline*
- 06:05 P.M. TOWN OF KEEDYSVILLE LEADERS' REPORTS AND COMMENTS
- 06:15 P.M. COMMISSIONERS' REPORTS AND COMMENTS
- 06:25 P.M. CITIZEN AWARD RECEIPT - *Sue Gemeny*
- 06:35 P.M. REPORTS FROM COUNTY STAFF
- 06:45 P.M. CITIZENS' PARTICIPATION
- 06:50 P.M. ADJOURNMENT



Open Session Item

SUBJECT: Presentation of Disabled American Veterans Organization “*Forget-Me-Not Month*”
September 2019

PRESENTATION DATE: August 13, 2019

PRESENTATION BY: Board of County Commissioners

RECOMMENDED MOTION: None

REPORT-IN-BRIEF: Proclamation Presentation

WHEREAS, The Disabled American Veterans organization offers free services to disabled veterans and their families in filing claims for government benefits as well as the resolution of problems regarding employment, health care and counseling, and;

WHEREAS, the Disabled American Veterans organization strives to respond to emergency needs arising in the family of any disabled veterans, and;

WHEREAS, the community wishes to express a deep and continuing sense of gratitude to those disabled veterans who gave so much to protect and preserve our way of life, and;

WHEREAS, the Disabled American Veterans organization has chosen September 2019 for its annual *Forget-Me-Not Drive* in Washington County and pledge that all contributions will be utilized for disabled veterans and their families in our community.

NOW THEREFORE, We the Board of County Commissioners of Washington County, Maryland, do hereby recognize September 2019 as “*Forget-Me-Not Month*” and encourage all citizens to join in and support those who have given so freely to protect and defend the rights and freedom of us all.



Open Session Item

SUBJECT: Certificate presentation to the young men who participated in the 2019 Cultural Exchange Mentoring Program and Tour of Washington County

PRESENTATION DATE: August 13, 2019

PRESENTATION BY: Brittany Higgins, Public Relations Coordinator, Art Hicks, Chair of Diversity and Inclusion Committee

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: Each summer Art Hicks hosts the Cultural Exchange Mentoring Program, which provides cultural enrichment to young men during the summer months. They learn Spanish and continuing growing academically. The County provides activities and tours to the group each summer. This year the students took a tour at HGR, visited the Ag Expo and learned from FFA students, learned the basics of golf at Black Rock Golf Course, took a Water Safety class at Marty Snook Pool, toured the Emergency Communications Center, and lastly, attended a Board of County Commissioners meeting.

Cultural Exchange Mentoring Participants

Tyijay Allen	Alexis Grande
Jahzear Denson	Henry Grande
Kahmear Denson	Jonathan Grande
Amari Ewing	Mehki Jones
Elmer Flores	Harvey Wentzel
Joseb Flores	Zachary Wright
Shamear Floyd	

DISCUSSION: Commissioners award certificates to participates

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL TO BE USED: N/A



Open Session Item

SUBJECT: County Solar Facilities Overview

PRESENTATION DATE: August 13, 2019

PRESENTATION BY: Andrew Eshleman, P.E., Director, Public Works

RECOMMENDED MOTION: This presentation is for informational purposes only.

REPORT-IN-BRIEF: The County has four operational solar facilities with site lease agreements and corresponding Power Purchase Agreements (PPA). The sites known as Creek, Resh S1, and Rubble 1 & 2 each have a 2 Megawatt power generating capacity and are virtual net metering systems. The total energy generated by the systems account for approximately 50% of the County's demand. There are an additional three site leases for solar facilities that were signed in 2015, but have not been developed or a PPA executed.

DISCUSSION: The four solar sites are operated as virtual net metering systems. Electricity is generated at the sites and distributed to the energy grid. The County receives a lease payment of \$0.01 per kilowatt hour generated from the lessee. The PPA requires the County to purchase the electricity generated from the seller (currently Spear Point Energy, LLC soon to be Clara Cressingham, LLC). The energy payment rate paid to the seller started at \$0.085 per kilowatt hour of energy generated and increases annually at 2.5%. The term of the PPA is 20 years, with an automatic 5 year extension, and upon mutual agreement of the Parties, up to two additional five (5) year periods. The energy output generated and recorded at the solar site master meters is credited to the County's Potomac Edison eligible accounts. The County has waterfall accounts with Potomac Edison for each solar generation facility that lists assigned County metered accounts and their ranking to receive available solar generation credits that are applied to the bills. The difference between the net cost of the solar electricity generated and the utility company's Standard Offer Service Rate and subsequent transmission and distribution charges determines the relative cost/benefit of the solar facilities.

The County will continue to monitor its energy demand, the solar site performance and seek ways to optimize the system. Upcoming energy and cost reduction actions include participation in a request for proposal for bulk electricity purchase with Washington County Public Schools and other Western Maryland municipal entities, issuance of an industrial grade energy audit request for proposal, and participation in the Potomac Edison Small Business Direct Install Program for no cost lighting upgrades.

FISCAL IMPACT: N/A

CONCURRENCES: Chief Financial Officer

ALTERNATIVES: N/A

ATTACHMENTS: Solar Site Location Map, Solar Electricity Summary Statement

AUDIO/VISUAL NEEDS: N/A



Washington County Solar Lease Locations

Summary of Solar Facility: Revenue, Expenses, Net Value and Taxes

Activation Fee Revenue: \$100,000. Received as one time startup payment

Renewable Energy Fee: None received to date. Equal to 5% of Solar Renewable Energy Credit sold after reaching \$200/share threshold. 1 SREC equals 1 MWh of electricity generated. Current MD SREC value at \$50.

Energy Rent Revenue

\$0.01 per kWh generated

Solar Facility	2016 Generated kWh	Generation Revenue	2017 Generated kWh	Generation Revenue	2018 Generated kWh	Generation Revenue	2019 Generated kWh YTD	Generation Revenue YTD
Creek	3,044,801	\$ 30,448	2,892,001	\$ 28,920	2,437,452	\$ 24,375	1,207,400.00	12,074
Resh	3,003,652	\$ 30,037	3,040,258	\$ 30,403	2,941,715	\$ 29,417	1,061,100.00	10,611
Rubble 1	2,612,777	\$ 26,128	3,110,474	\$ 31,105	2,839,104	\$ 28,391	1,428,900.00	14,289
Rubble 2	2,710,140	\$ 27,101	2,939,934	\$ 29,399	2,426,143	\$ 24,261	1,428,300.00	14,283
Total	11,371,370	113,714	11,982,667	119,827	10,644,414	106,444	5,125,700	51,257

Expenses

Power Purchase Agreement in place. Price per kWh is \$.085 in 2016 with 2.5% increase annually

Solar Facility	2016 Generated kWh	PPA Expense	2017 Generated kWh	PPA Expense	2018 Generated kWh	PPA Expense	2019 Generated kWh YTD	PPA Expense YTD
Creek	3,044,801	\$ 258,808	2,892,001	\$ 251,966	2,437,452	\$ 217,672	1,207,400	\$ 110,520
Resh	3,003,652	\$ 255,310	3,040,258	\$ 264,882	2,941,715	\$ 262,704	1,061,100	\$ 97,129
Rubble 1	2,612,777	\$ 222,086	3,110,474	\$ 271,000	2,839,104	\$ 253,541	1,428,900	\$ 130,795
Rubble 2	2,710,140	\$ 230,362	2,939,934	\$ 256,142	2,426,143	\$ 216,662	1,428,300	\$ 130,740
Total	11,371,370	\$ 966,566	11,982,667	\$ 1,043,990	10,644,414	\$ 950,579	\$ 5,125,700	\$ 469,185

Conversion of Production Credit Value to Standard Offer Service Rate

Note: Standard Offer Service (SOS) Rate for Potomac Edison Electricity calculated as \$0.07 based on average of electric bills over study period

Solar Facility	2016	2017	2018	2019 YTD
Creek	\$ 213,136	\$ 202,440	\$ 170,622	\$ 84,518
Resh	\$ 210,256	\$ 212,818	\$ 205,920	\$ 74,277
Rubble 1	\$ 182,894	\$ 217,733	\$ 198,737	\$ 100,023
Rubble 2	\$ 189,710	\$ 205,795	\$ 169,830	\$ 99,981
Total	\$ 795,996	\$ 838,787	\$ 745,109	\$ 358,799

Net Value of Solar Generation compared to SOS Rate

Note: Comparison limited to SOS rate and not generation, transmission and distribution charges

Solar Facility	2016	2017	2018	2019 YTD
Creek	\$ (15,224)	\$ (20,606)	\$ (22,676)	\$ (13,928)
Resh	\$ (15,018)	\$ (21,662)	\$ (27,367)	\$ (12,241)
Rubble 1	\$ (13,064)	\$ (22,162)	\$ (26,413)	\$ (16,483)
Rubble 2	\$ (13,551)	\$ (20,947)	\$ (22,571)	\$ (16,476)
Total	\$ (56,857)	\$ (85,377)	\$ (99,026)	\$ (59,129)

Taxes

PILOT - Payment in Lieu of Tax Agreements were signed for lease revenue payment to serve in place of personal/property tax.

Disclaimer:

The lease revenue numbers and expenses are based on total receipts received and invoices paid. Conversion of production credit value to the standard offer service rate is approximate and was calculated based on representative SOS rate across sample accounts and not a weighted average. No generation, transmission and distribution credits were assumed in calculating the net value of solar generation to the SOS Rate.



Agenda Report Form

Open Session Item

SUBJECT: Lease Agreement for the Doleman Black Heritage Museum

PRESENTATION DATE: August 13, 2019

PRESENTATION BY: Todd Moser, Real Property Administrator, Andrew Eshleman, Director, Public Works

RECOMMENDED MOTION: Move to approve the lease agreement for the Doleman Black Heritage Museum.

REPORT-IN-BRIEF: The Doleman Black Heritage Museum (DBHM) has proposed leasing part of the second floor of 33/35 West Washington Street as a temporary location for the museum.

DISCUSSION: The space at 33/35 West Washington Street will provide the museum a location to display exhibits for public viewing as well as continue fundraising, applying for appropriate grants, and working towards the goal of moving into their permanent location. One of the grants the museum intends to apply for requires the museum to have a physical location open to the public for 25 hours per week for a consecutive two-year period. The proposed lease will include the following:

1. The initial term will include a two-year lease with the DBHM paying One Dollar per year. Unless a thirty-day notice is given by the County or DBHM the lease will be considered as extended and binding in all its provisions on a year to year basis after the expiration of the initial term. The County, however may terminate the lease at any time during the original term of the lease or during any renewal term by giving written notice to the DBHM. The space consists of approximately 3,100 square feet and will not include the Veterans Affairs office or the County Information Technology (IT) Training Center.
2. Museum hours shall be limited to only during days and hours when the County offices are open for business, i.e., Monday through Friday from 7:00 AM through 4:30 PM, not including any County holidays observed by Washington County Government. No other hours shall be available unless approved in advance by the County in writing. All such requests by DBHM for additional hours shall be made at least fifteen days in advance. Before agreeing to any additional hours, issues such as building security, compensation for County staff overtime, and access shall be addressed.
3. DBHM shall not make any renovations to the leased premises without first obtaining written permission of the County. Any such renovation shall become and remain the sole property of the County.

4. The County will make no warranties or representations as to the suitability of the leased premises for storing, maintaining, preserving or protecting museum exhibits, artifacts, documents or other items in any way.
5. The County agrees to furnish hot and cold water, heat, air conditioning (equipment only), adequate plumbing facilities, reasonable repair services, maintenance for exterior premises, snow removal, electricity, and reasonable services.
6. DBHM shall, on a quarterly basis, fully disclose to the County any and all applications, requests, proposals or other efforts by DBHM to seek and obtain funding in the form of grants, subsidies, loan, or other financial assistance from any source.

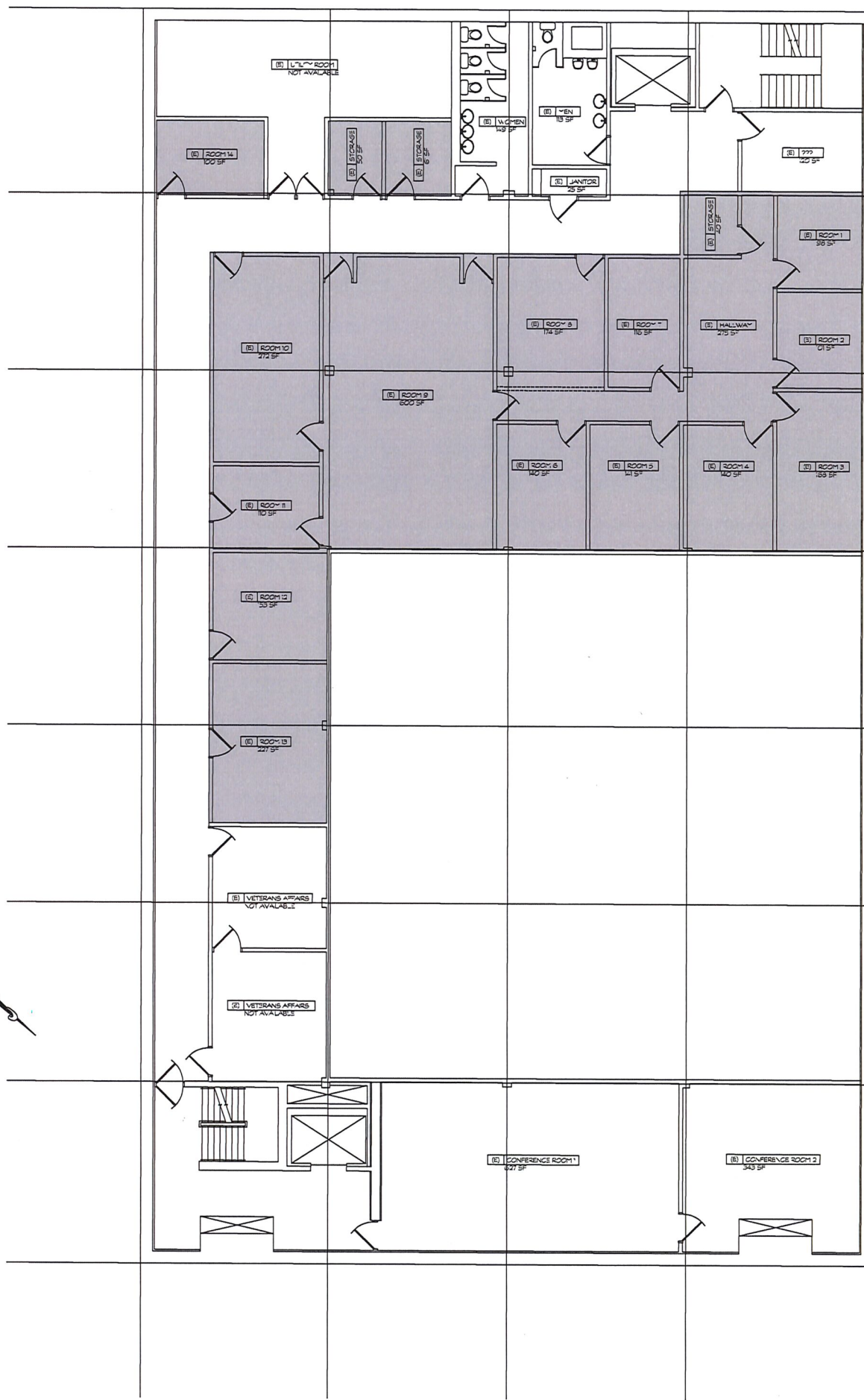
FISCAL IMPACT: N/A

CONCURRENCES: County Attorney

ALTERNATIVES: N/A

ATTACHMENTS: Floor Plan, Lease

AUDIO/VISUAL NEEDS: N/A



AVAILABLE SPACE
3100 SF +/-

WASHINGTON STREET

33/35 W. WASHINGTON STREET
EXISTING FLOOR PLAN

WASHINGTON COUNTY, MARYLAND
DIVISION OF ENGINEERING &
CONSTRUCTION MANAGEMENT

Washington County Administrative Annex Building
80 W. Baltimore St., Hagerstown, MD 21740
Phone: 240-313-2460 Fax: 240-313-2401



DESIGNED BY:	NO.	REVISION DESCRIPTION	BY	DATE
DRAWN BY:				
CHECKED BY:				
DATE:				

SCALE
1/8" = 1'-0"
SHEET NO.
1 OF 1
PROJECT NO.
28-267

LEASE AGREEMENT

This Lease Agreement ("Lease") is made this _____ day of _____, 2019, between the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, 100 W. Washington Street, Hagerstown, Maryland 21740 (hereinafter referred to as "Landlord", and **The Doleman Black Heritage Museum, Inc.,** a Maryland non-stock, non-profit corporation, 33-35 West Washington Street, Hagerstown, Maryland 21740 (hereinafter referred to as "Tenant").

RECITALS

- A. Landlord is the sole owner of the premises described below, and desires to lease the premises to the Tenant to be used for purposes of operating a museum only.
- B. The parties desire to enter into a lease agreement defining their rights, duties, and liabilities relating to the premises.

In consideration of the mutual covenants contained in this Lease, the parties agree as follows:

1. **LEASED PREMISES.**

Landlord does hereby lease unto Tenant and Tenant hereby leases and accepts from Landlord office space consisting of 3,100 square feet in the building located at 33-35 West Washington Street, Hagerstown, Washington County, Maryland (hereinafter the "Leased Premises") depicted on the diagram attached hereto as Attachment A. The Leased Premises is a portion of the second floor of an existing office building, occupied by other County offices and other tenants.

2. **DISCLAIMER OF WARRANTIES**

Tenant has examined the Leased Premises and accepts the same in an "AS IS" condition. Landlord makes no warranties to Tenant regarding the fitness of the Leased Premises for any particular use, and Landlord shall have no obligation to undertake any modification of the Leased Premises in any way. Specifically, Landlord makes no warranties or representations as to the suitability of the Leased Premises for storing,

maintaining, preserving or protecting museum exhibits, artifacts, documents or other items in any way.

3. **TERM.**

The term of this Lease shall be for a period of Two (2) years, commencing on September 1, 2019, and ending on August 31, 2021; subject however, to Landlord's right to terminate this Lease, pursuant to Section 21 hereinbelow.

4. **RENT.**

The Tenant agrees to pay to Landlord for the use of the Leased Premises the sum of One Dollar per year.

5. **PLACE AND METHOD OF PAYMENT.**

The monthly rent as aforesaid shall be promptly paid by the Tenant on the days and times specified herein without deduction or abatement, unless hereinafter provided to the contrary at the principal office of the Landlord, unless otherwise notified to the contrary in writing by the Landlord.

6. **LATE CHARGE.**

In the event Tenant fails to timely pay rent and rent remains due and delinquent in excess of ten (10) days, Tenant shall pay upon demand a late charge equal to one and one-half percent (1 ½%) per month of the amount of the rent delinquency.

7. **UTILITIES.**

Landlord agrees to furnish the following at Landlord's expense:

- (a) Hot and cold water
- (b) Heat
- (c) Air conditioning (equipment only)
- (d) Adequate plumbing facilities and reasonable repair services
- (e) Maintenance for exterior of premises
- (f) Snow removal

(g) Electricity and reasonable repair services

Tenant shall be responsible for providing, at Tenant's expense, any utilities or services not otherwise described in this Agreement, including cleaning and janitorial service.

8. **PARKING.**

No parking spaces are provided by Landlord for either the Tenant or its guests or invitees. Tenant shall make such arrangements as are necessary for parking for its employees, officers, agents, guests or invitees.

9. **OPERATING HOURS.**

The standard days and hours in which Tenant's museum is open to receiving visitors shall be limited to only during days and hours when the County offices are open for business, i.e., Monday through Friday from 7:00 AM through 4:30 PM, not including any County holidays observed by Washington County government. No other hours shall be available unless approved in advance by Landlord in writing. All such requests by Tenant for additional hours shall be made at least fifteen (15) days in advance. Before agreeing to any additional hours, issues such as building security, compensation for County staff overtime, and access shall be addressed.

Within the operating hours stated herein, Tenant shall be permitted to consistently operate at least twenty five (25) hours per week.

10. **REAL ESTATE TAXES.**

The Landlord shall pay all applicable real estate taxes.

11. **SUBLEASE OR ASSIGNMENT.**

The Leased Premises may not be subleased and this Lease shall not be assigned by Tenant without the prior written approval and consent of the Landlord, which consent may be withheld in the absolute sole subjective discretion of the Landlord.

12. **TENANT'S OBLIGATIONS.**

(a) No waste, damage, or injury to the Leased Premises shall be committed by the Tenant during the term of this Lease or any extension hereto.

(b) Tenant shall not misuse the Leased Premises and shall not use or permit upon said Leased Premises anything that will increase the rate of insurance thereon; or anything that will be dangerous to life or limb, and will do nothing and cause nothing be done upon said Leased Premises in any way tending to create a nuisance or disturb any other tenants; and shall comply with all laws, ordinances, and building, health, and police regulations respecting said Leased Premises.

(c) Tenant recognizes that the Leased Premises is a portion of an office building occupied by other County offices and other tenants. Tenant shall not engage in any activity that hinders, impedes, obstructs, or in any way interferes with the business activities of any other occupant of the building in which the Leased Premises is located. Tenant shall employ all reasonable measures to insure that Tenant's staff, guests and invitees do not enter upon or interfere with the other occupants of the building or the other business activities that take place therein.

(d) Following the expiration or earlier termination of this Lease, Tenant shall remove all personal property from the Leased Premises, leave the Leased Premises in a clean and orderly condition, and return all keys to the Landlord. Tenant shall return the Leased Premises in the same or better operating order, repair, condition and appearance as when received, reasonable wear and tear from authorized use excepted.

(e) Tenant shall, on a quarterly basis, fully disclose to Landlord any and all applications, requests, proposals or other efforts by Tenant to seek and obtain funding in the form of grants, subsidies, loans, or other financial assistance from any source. In each such disclosure, Tenant shall report: the date such application was made, the entity from whom such funding was sought, the amount of funding that was sought, the amount (if any) that was provided to Tenant, and the date(s) that such funding was paid or is expected to be paid.

13. LANDLORD'S RIGHTS.

(a) Right of Entry. The Landlord, its duly authorized agents, servants, employees and contractors, successors and assigns and others with the consent of the Landlord, shall have the right to enter the Leased Premises at reasonable times for the

purpose of inspecting the same, making repairs, improvements, or for any other lawful purpose, upon reasonable advance oral or written notice to Tenant. The Landlord reserves the right to have authorized persons enter the Leased Premises in an emergency, without notice, at any time, to ensure that it is free of hazards and debris, for required maintenance, or to investigate unusual circumstances, reported problems, or suspected violations of this Lease.

(b) Default.

(1) In the event the Tenant shall be in default of the performance of any of the terms, covenants, conditions or provisions of this Lease, then the Landlord may at its option, without notice to the Tenant or to any other person, terminate this Lease; and upon termination of said Lease, the Tenant shall at once surrender possession of said Leased Premises to the Landlord.

(2) The occurrence of the any of the following shall constitute an event of default under this Lease: (1) the Tenant shall fail to pay any rent or charges due hereunder and such failure to pay shall continue for a period of ten (10) days; (2) the Tenant shall fail to perform or fulfill any of the terms, conditions, obligations or covenants herein and such failure shall continue uncured for a period of fifteen (15) days after written notice thereof to the Tenant from the Landlord; (3) the Tenant becomes insolvent or bankrupt; (4) the Tenant suffers dissolution or termination of its existence or the disposition of all or substantially all of its assets; (5) the Tenant makes an assignment for the benefit of creditors; (6) the Tenant makes application for appointment of a receiver of the Tenant or any of Tenant's property; (7) the Tenant files, or has filed against it, a petition in any proceeding in bankruptcy or for reorganization, composition, arrangement or liquidation.

(3) In the event of a default by the Tenant of any term, provision or condition of this Lease, the Landlord shall have all of the rights accorded it under Maryland law, including but not limited to the right to recover consequential damages resulting from Tenant's occupancy of the Leased Premises beyond the expiration or earlier termination of this Lease. Landlord may also exercise any other right or remedy available under applicable law to enforce the terms of this Lease or recover damages for the breach of any terms of this Lease. In any action brought by or against the Landlord in the interpretation or enforcement of this Lease, Tenant, in addition to all other damages, shall pay the reasonable value of attorney's fees incurred by the Landlord in

such action, together with the Landlord's litigation expenses, and court costs. This provision shall apply regardless of whether the Landlord is represented in such proceedings by an attorney employed by the Landlord.

(4) In the event the Tenant shall vacate the Leased Premises during the term or any extension of this Lease, the Landlord may, at its option, without terminating this Lease, enter into said Leased Premises and relet the same for the account of the Tenant for such rent and upon such terms as the Landlord shall approve.

14. **FIXTURES, SIGNS AND RENOVATIONS.**

(a) Fixtures. Fixtures peculiarly common to the Tenant's business and function of the same (counters, vaults, etc.) shall be provided and installed by the Tenant, or by the Landlord at the Tenant's request and expense.

(b) Signs. It is mutually agreed between the parties that Tenant shall not place any signs on the exterior of the building or premises located at 33 W. Washington Street; however, Landlord agrees to include, at the expense of the Tenant, the Tenant in any building directory and to place small signs about the building indicating the location of Tenant's offices in said building.

(c) Renovations. Tenant shall not make any renovation to the Leased Premises without first obtaining the written permission of Landlord. Any such renovation shall become and remain the sole property of Landlord.

15. **RESPONSIBILITY OF LANDLORD PARTIAL OR TOTAL DESTRUCTION OF PROPERTY.**

In the event that the building or any portion thereof containing the Leased Premises shall, during the term of said Lease, or any renewal thereof, be destroyed or damaged by fire, casualty loss, or otherwise thereupon making the premises untenable and unfit or partially untenable and unfit for occupancy, either party shall have the right to cancel and terminate this Lease, unless said destruction or damage may be and is repaired within sixty (60) days, in which case rent shall be apportioned and paid to the day of such destruction or damage.

16. **INSURANCE.**

During the term of this Lease, Tenant shall maintain a policy of general liability insurance issued by a liability insurance carrier admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the Landlord.

Comprehensive General Liability Insurance: The Tenant shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limited Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees. Tenant shall name Landlord on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from Tenant's use of the Leased Premises.

The Tenant is ultimately responsible that Sublessees, if subleasing is authorized, procure and maintain at their sole expense, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

In addition to the foregoing, Tenant shall provide at its sole expense, adequate insurance to cover the cost of any loss, damage, destruction, theft or any other casualty to any and all museum exhibits, artifacts, artwork, or any other items of significance which Tenant may store, display or maintain within the Leased Premises.

Certificate(s) of Insurance. The Contractor shall provide certificates of insurance requiring a thirty (30) day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County, prior to commencement of this Lease.

The Landlord assumes no responsibility or liability whatsoever for Tenant's use of the Leased Premises, or for any loss, damage, or injury of whatsoever kind to personal property--including but not limited to any and all museum

exhibits, artifacts, artwork, or any other items of significance-- or to persons in or about the Leased Premises. Tenant shall hold the Landlord harmless of and from any and all loss or liability for such loss, damage, or injury unless such loss, damage, or injury is due to the Landlord, or any agent, servant, employee, invitee or contractor of the Landlord.

17. **INDEMNIFICATION.**

Tenant shall hold harmless and indemnify the Landlord from and against any and all fines, claims, suits, demands, actions, causes of action, liability and damages of any kind or nature including, but not limited to personal injury, death or property damage arising in connection with Tenant's use or occupancy of the Leased Premises or the act or omission of Tenant, Tenant's agents, servants, or invitees (including reasonable attorney's fees, litigation expenses and court costs incurred by the Landlord in defending against any such claim or in the enforcement of this paragraph).

18. **EMINENT DOMAIN.**

If the building or any portion thereof containing the Leased Premises shall be taken or condemned by any competent authority for a public use or purpose the term of this Lease shall end upon the date when possession of the part so taken shall be required for such use or purpose.

19. **POSSESSION DEFINED.**

That possession of the Leased Premises herein, includes the exclusive use of the same together with the use, in common with any other occupants of the building, of the hallways, stairs, elevator(s) (if any), restrooms, heat, air conditioning, electric, light, and water.

20. **QUIET ENJOYMENT.**

The Tenant, upon paying the said rent and performing the covenants of this Lease, on its part to be performed, shall and may peaceably and quietly have, hold, and enjoy the Leased Premises for the term aforesaid and any herein duly authorized additional term.

21. **RENEWAL / TERMINATION.**

Unless thirty (30) days written notice is given prior to the expiration of the current lease term by Landlord to Tenant of its desire to have possession of the premises or to change the conditions of this Lease after such expiration, or unless like notice is given by Tenant to Landlord of its intention to vacate the premises after such expiration, this Lease shall be considered as extended and binding in all its provisions on a year to year basis after its expiration. THE LANDLORD, HOWEVER, MAY TERMINATE THIS LEASE AT ANY TIME DURING THE ORIGINAL TERM OF THIS LEASE OR DURING ANY RENEWAL TERM, BY GIVING SIXTY (60) DAYS WRITTEN NOTICE TO TENANT OF ITS DESIRE TO HAVE POSSESSION OF THE LEASED PREMISES OR TO CHANGE THE CONDITIONS OF THE LEASE.

22. **BINDING EFFECT.**

This Lease shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, personal representatives, successors, and assigns.

23. **TIME OF THE ESSENCE**

It is specifically declared that time is of the essence in all provisions of this Lease.

24. **HEADINGS.**

The headings as used herein are used for convenience or reference only and do not in any way define, limit or describe the scope or intent of this Lease.

25. **NOTICES.**

Except as otherwise provided in this Lease, all notices to be given to the Tenant under the terms of this Lease shall be personally delivered to Tenant, or mailed by certified mail, return receipt requested, or commercial overnight courier to Tenant at the address specified on page 1 of this Lease or to such other mailing address provided by Tenant to the Landlord. All notices to the Landlord shall be given in the same manner, in care of the County Administrator.

26. **NON-WAIVER.**

The failure of the Landlord to insist upon compliance with any term of this Lease shall not be deemed a waiver of any right to enforce such provision.

27. **SEVERABILITY.**

The invalidity or unenforceability of one provision of this Lease will not affect the validity or enforceability of the other provisions.

28. **ENTIRE AGREEMENT.**

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

29. **GOVERNING LAW.**

This Lease shall be construed, interpreted and governed in accordance with the laws of the State of Maryland.

WITNESS the hands and seals of the parties hereto as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

LANDLORD:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

BY: _____(SEAL)
Jeffrey A. Cline, President

TENANT:

WITNESS:

THE DOLEMAN BLACK HERITAGE
MUSEUM, INC.,

BY: _____(SEAL)
Herman E. Davis, Jr., President

Approved:

Andrew Eshleman, Director
Washington County Division
of Public Works

Approved as to form
and legal sufficiency:

Kirk C. Downey
County Attorney