

JOINT-USE AGREEMENT

THIS JOINT-USE AGREEMENT (“Agreement”) is made this 13th day of March, 2018, by and among:

- (A) The County Commissioners of Caroline County, Maryland, a body politic and corporate and a political subdivision of the State of Maryland (hereinafter, the “County”); and
- (B) North Caroline Clergy Association, Inc., a 501(c)(3) nonprofit in good standing with the State of Maryland with its principal place of business located in Goldsboro (hereinafter, “NCCA”).

WHEREAS, the NCCA is hosting a weekday event for the purposes of the observance of the National Day of Prayer;

WHEREAS, the event activities are located on property owned by the County known as Courthouse Green (hereinafter the “Green”), located around the Circuit Courthouse located at 109 Market Street, Denton, Caroline County, Maryland; and

WHEREAS, the Green is a prominent public space and the center of government for the county.

NOW, THEREFORE, the County, and NCCA agree as follows:

1. This Agreement applies to only to those activities outlined in the *Proposal to Caroline County for NCCA National Day of Prayer* as forth in **Attachment A**, which is hereby incorporated herein by reference (the “Event”). Attachment A consists of a written statement of the activities for the Event. No other activities or events are authorized to take place on County property unless approved by the County in writing an attached to this Agreement as an amendment hereto.
2. The event is scheduled to take place on Thursday, May 3, 2018 from 12:00 PM to 1:00 PM. The Event is authorized by the County for this day only. This is a one-day, event-specific Use Agreement, and does not confer the right to the use of County property for any continuing or other purpose by the NCCA, now or at any time in the future. The NCCA may access the property the day of the Event for setup and until 8:00 AM the day after the Event for cleanup and to return the property to its original condition as required by §6.b. of this agreement.
3. The event will occur, in part, during the regular business hours of the Courthouse. Therefore:
 - a. The event must be limited to the West side of the Green. The Courthouse patio, portico, and steps may not be used.
 - b. Restroom facilities within the Courthouse are not available for event use.

c. The event may not, in any way, interfere with the business of the Courthouse. Ingress and egress to the Courthouse must not be impacted by the event, and noise from the event must be kept to a level which does not interfere with the business conducted within the Courthouse.

4. The NCCA agrees to provide proof that liability coverage sufficient to satisfy the County has been purchased and that the County Commissioners of Caroline County, Maryland are named as an additional insured on that policy. Proof of coverage is attached hereto as **Attachment B**, and is incorporated herein.

5. The NCCA agrees to protect, indemnify and save harmless Caroline County, Maryland and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the Event and activities taking place pursuant to this Agreement.

6. No party shall have the right to assign that party's interest in this Agreement.

7. The NCCA agrees:

a. The Event shall be conducted so as to protect the participants, visitors, and volunteers.

b. The land upon which the Event is located will be returned to the condition in which it was found, or better, by the NCCA, by Friday, May 4, 2018 at 8:00 AM, so as to repair damage to the land and to prevent deterioration to the value of the land as may be caused by the use as set forth in Attachment A.

8. Any violation of this Agreement that results in damage to the County's land as identified herein shall render the NCCA liable to the County to repair the Event land as in the form of a consent judgment. The NCCA agrees to be liable to return the land to condition in which it was found prior to the event by Friday, May 4, 2018 at 8:00 AM.

9. The NCCA acknowledges that:

a. While County property is being used for the Event, it is not a Caroline County Government sponsored event. Advertising for this event may not state or imply such sponsorship.

b. Caroline County Government will not provide staff assistance for the Event. Any items necessary for the Event, including power and water, must be provided by the NCCA.

c. It is responsible for obtaining any necessary and legally required permits associated with the Event and must abide by all applicable laws, rules, and regulations.

10. This Agreement, together with Attachments A & B, constitute the entire understand between the parties. Any previous oral or written agreement are hereby abolished and superseded by this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement causing same to be signed the day and year first written above.

**COUNTY COMMISSIONERS OF
CAROLINE COUNTY, MARYLAND**

Witness:

Jennifer Farina, Administrative Coordinator

Larry C. Porter, President

Witness:

**NORTH CAROLINE CLERGY
ASSOCIATION, INC.**

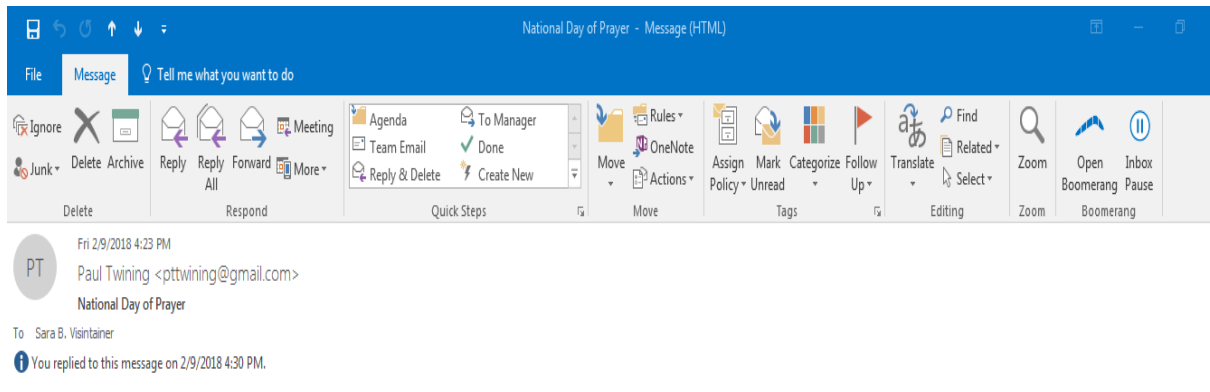
Name:
Title:

Name: Rev. Douglas Morley
Title: President & Treasurer

Approved for legal sufficiency:

Heather Price, County Attorney

Attachment A: Proposal to Caroline County for NCCA Day of Prayer Observance



January 30, 2018

To whom it may concern,

The Caroline County Ministerial Associations together with the National Day of Prayer Task Force are proposing to hold a Caroline County National Day of Prayer event on the National Day of Prayer, May 3, 2018, at the Caroline County Court House in Denton, Maryland from 12 noon to 1 PM.

Those from all walks of community life will be invited to be in attendance and participate. Prayers will be offered for those in business, churches, education, families, first responders, government, the media and our military.

Bag lunches will be provided to accommodate those will be taking their lunch breaks to attend. Special music is being provided as well as a National Day of Prayer proclamation from Governor Hogan and comments from state, county and community leaders.

The entity signing the agreement in providing the insurance is:
North Caroline Clergy Association

Providing the authorized signature is:
Rev. Douglas Morley

Sincerely,

Paul Twining
Caroline County Volunteer Coordinator for National Day of Prayer

