

SPACE AGREEMENT

THIS SPACE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____ 2020, for a portion the space in the improvements located on the property at 700 Old Line Road, Goldsboro, Maryland, by and between the Goldsboro Volunteer Fire Company, Incorporated, a Maryland not for profit corporation licensed to conduct business in the State (the "Company") and the County Commissioners of Caroline County, Maryland, a body politic and corporate and a political subdivision of the State of Maryland (the "County").

WITNESSETH:

WHEREAS, the Company is the owner of the real estate commonly referred to as the Goldsboro Volunteer Fire Company and known as 700 Old Line Road, Goldsboro, Maryland 21636 (the "Station");

WHEREAS, the County provides certain emergency medical personnel ("CCDES Employees") to staff responses to calls for emergency medical services throughout Caroline County, Maryland, including staff located at the Station; and

WHEREAS, the Company and the County wish to record in a written agreement certain terms, conditions, and understandings regarding or relating to the physical facilities for CCDES Employees at the Station.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Company and the County hereby agree as follows:

SECTION 1. Designated Space

(a) The designated space within the Goldsboro Fire Station designated for Caroline County Department of Emergency Services (CCDES) shall consist of space on the second floor of the station. The designated DES space shall include a functional living room space, two bunkrooms, kitchen area, and a bathroom. A designated space on the apparatus floor shall also be provided for Paramedic 17 or assigned CCDES EMS unit.

(b) The Space shall be utilized by the CCDES Employees for an office, unit housing, living quarters, and storage for assigned CCDES Employees during tours of duty, a kitchen for the use of such CCDES Employees, and operational and related purposes.

(c) The County and the Company acknowledge that the value of non-vehicular personal property stored, maintained, and/or utilized at, in, or from the Space is approximately \$40,000.00.

SECTION 2. Term and Rental

The Term of this Agreement shall be for one year, commencing on July 1, 2020 and automatically renewable on a year-to-year basis until either party notifies the other in writing at least three months in advance of the anniversary date of this Agreement of election to terminate this Agreement. The County will pay the Company \$3,000 annually paid by June 30 of each year.

Company shall pay all gas, electric, water, sewer, refuse collection, and other utilities for the premises as and when the same shall become due.

County shall pay all telephone charges that County incurs while using the leased premises.

Non-appropriations. In accordance with State law, anything in this contract to the contrary notwithstanding, should the County Commissioners of Caroline County, Maryland determine not to include funding for this contract in any budget for an upcoming fiscal year or portion thereof, the County shall be permitted to terminate its obligation pursuant to this Agreement upon thirty (30) days' written notice to the Company.

SECTION 3. Use of Workspace

(a) The Workspace is to be used for legitimate purposes related to the delivery and performance of emergency medical services by the CCDES Employees and the housing of such employees at the Station.

(b) Company agrees to provide at no charge, adequate parking for County and personal vehicles of CCDES Employees at the Station on official business.

(c) Company shall comply with any and all laws, ordinances, rules and orders of any and all governmental authorities affecting the cleanliness, use, occupancy and preservation of the Station.

(d) The "Workspace", shall be tobacco and smoke free. CCDES and the Company shall jointly determine an exterior designated smoking area.

(e) CCDES Employees shall be responsible for the cleanliness, orderliness, and general appearance of the Workspace, and as County employees they shall be subject to applicable Caroline County Personnel Rules and Regulations.

(f) Minor renovations and improvements desired by the County, such as hanging shelves and cabinet installation, message boards, etc., shall be notified to the Company and paid for by the County. The Workspace shall be returned to its original condition, normal wear and tear excepted and allowed, unless any such renovation or improvement by County is of a permanent nature requiring Company approval.

(g) Major renovations and improvements desired by the County shall be approved by the Company prior to commencing work. Said approval shall not be unreasonably withheld by the Company.

(h) Access to the Space shall be limited to CCDES Employees unless permission is granted by same for non-CCDES Employees to enter into the Space.

SECTION 4. Quiet Enjoyment

County, provided that it and the CCDES Employees observe the terms of this Agreement, shall and may have, hold and enjoy the peaceful and quiet use and enjoyment of said Workspace for the term hereof, giving due consideration to the operations of the Company.

SECTION 5. Indemnification

(a) To the extent permitted by applicable law, County shall indemnify and hold harmless the Company and its officers, employees or agents from and against any and all claims, demands, actions or suits and any ensuing liabilities, judgments, settlements, losses, costs or charges (including attorney's fees) (collectively, "Claims") incurred by Company or any of its officers, employees or agents as a result of any Claim arising out of, related to, or associated with the use of the Workspace by the County and/or the CCDES Employees (in the performance of their duties). It is agreed by the parties that the County and/or the CCDES Employees shall have no obligation to indemnify the Company with respect to any Claims resulting from, arising out of, or caused by negligence or intentional act of the Company or its officers, employees or agents.

(b) Company shall indemnify and hold harmless the County and its officers, employees or agents, including the CCDES Employees from and against any and all Claims incurred by the County or any of its officers, employees or agents, including the CCDES Employees as a result of any Claim arising out of, related to, or associated with the activities of the Company and/or its officers, agents, employees or invitees. It is agreed by the parties that the Company shall have no obligation to indemnify the Company with respect to any Claims resulting from, arising out of, or caused by negligence or intentional act of the County, or its officers, employees or agents, including the CCDES Employees.

SECTION 6. Property Damage

The County shall be responsible for all damage to the Workspace caused by the County or the CCDES Employees.

SECTION 7. Security and Insurance

The Company and the County may obtain insurance as they may individually determine with respect to their respective interests in the Station, Workspace, personal property and the like. Such policies may name the other party as an additional insured as its interests may be determined, and each party shall be deemed to have an insurable interest in the Station, Workspace, and personal property to allow for the purchase of such insurance.

SECTION 8. Assignment and Subletting

The County may not assign, sublet, or otherwise dispose of this Agreement, the Workspace, or any interest in this Agreement without the prior written consent of the Company, which consent shall not be unreasonable withheld.

SECTION 9. Default

The Company has the right to terminate this Agreement if the County fails to comply with any of the material provisions of this Agreement, or materially fails to comply with any duty imposed on County by statute, after written notice of such failure delivered to the Commissioners of Caroline County, and after ninety (90) days to correct such failure, or such longer reasonable period if such failure cannot be completed within such 90 day period (provided that commencement of such cure is started as soon as practicable after receipt of the written notice). If capital improvements to the structure, including, but not limited to, the Workspace, are required by any federal, State, or local law, rule, or regulation, the County shall have the option of terminating this Space Agreement on thirty (30) days' notice to the Company without any liability therefore.

SECTION 10. Termination

This Agreement shall terminate upon the earlier of:

- (a) At the expiration of the term specified herein, or, if renewed, at the expiration of the renewed term;
- (b) As the result of fire or other casualty that renders the Workspace unusable;
- (c) County's default as specified in Section 9;
- (d) The taking of the Station, or any part thereof, by virtue of eminent domain or condemnation proceedings, provided that in the case of a partial taking, such taking renders the use of the Workspace for its intended purposes impractical; or The County and the Company Management and Lessee.
- (e) One hundred eighty (180) days written notice from and to either party.

(f) Termination due to non-appropriation or pursuant to Section 9 hereof as to capital improvements.

Upon termination hereof, the County shall surrender and vacate the Workspace.

SECTION 11. Miscellaneous

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties, and it shall not be amended, altered, or changed except by written agreement signed by the parties.

(b) Notice. All notices and communications under this Agreement shall be in writing and shall be deemed given when sent by mail, postage prepaid, or by hand delivery, to the addresses set forth below:

If intended for the Company:

Goldsboro Volunteer Fire Company
Attention: President
P.O. Box 35
Goldsboro, Maryland 21636

If intended for the County:

County Commissioners of Caroline County
Attention: County Administrator
Courthouse
109 Market Street, Room 123
Denton, Maryland 21629

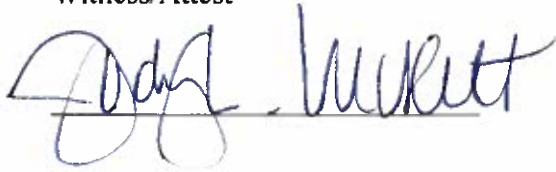
(c) Captions. Section titles in this Agreement are solely for convenience and reference, and are not intended for interpretation or construction of this Agreement.

(d) Binding Effect. The covenants, obligations and conditions herein contained are to be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties hereto.

(e) Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Maryland, without regard to its conflicts of laws principles.

IN WITNESS WHEREOF the said parties have hereunto set their hands having executed this Space Agreement to be effective as herein provided on the date first written above.

Witness/Attest



GOLDSBORO VOLUNTEER
FIRE COMPANY

By: 

Joe McGinnis, President

ATTEST:

COUNTY COMMISSIONERS OF
CAROLINE COUNTY, MARYLAND

Jennifer M. Farina
Administrative Coordinator

Larry C. Porter, President

Approved for Legal Sufficiency:

Heather L. Price, County Attorney