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BRIEFING MEMORANDUM

To: County Commissioners of Caroline County
From: Debbie Bowden
Date: April 5, 2022
Re: Caroline Economic Symposium Location Agreement

This memorandum provides background on the Caroline Economic Symposium, a request to sign the Location Agreement with Donovan Marine, Inc. for use of the space for the symposium, and an invitation for the Commissioners to provide Welcome Remarks.

BACKGROUND

As part of the grant funding through the Mid Shore Regional Council for the Eastern Shore Economic Recovery Project, Caroline County has funds available to conduct an event to the local business community. This event will be an Economic Symposium on June 2, 2022 and will be promoted to businesses in Caroline County and the Mid Shore Region.

The owners of 65 Engerman Drive Industrial Warehouse Space, aka Bartley Building, in Denton have agreed to provide space for the Symposium and for set-up and clean-up at a minimum charge of \$1.00, as shown in the attached "Location Agreement."

The keynote speaker will be Economist Anirban Basu, and other speakers include Mike Malandro, President and CEO of Choptank Electric and Melissa Quirk, President and CEO of Provident State Bank. Additionally, there will be a demonstration of the toolkits that have been developed from the Eastern Shore Economic Recovery Project. The event audience is anticipated at 150 to 200 people.

REQUEST

I request that the Commissioners agreed through the April 5, 2022, Consent Agenda to sign the "Location Agreement."

I request that the Commissioners attend the Symposium, and provide Welcome Remarks (either as a group or individually as is your pleasure).

LOCATION AGREEMENT

This Location Agreement (this "Agreement") is entered into this _____ day of _____, 2022, by and between the **COUNTY COMMISSIONERS OF CAROLINE COUNTY, MARYLAND**, a body politic and corporate, and a political subdivision of the State of Maryland (the "County") and **DONOVAN MARINE, INC.**, a Louisiana corporation duly qualified to do business in Maryland ("Grantor").

1. **IDENTITY OF LOCATION:** Grantor hereby agrees to permit the County's Department of Economic Development (the "Department") to use approximately 12,500 square feet of unoccupied warehouse space located on the property known as 65 Engerman Drive, Denton, Maryland (the "Property") to stage the Department's Economic Symposium on June 1 - 2, 2022 (the "Symposium"). Department staff and attendees will have the right to use the parking lot which adjoins the Property and to enter the building using the entrance closest to the parking lot. Grantor assumes no responsibility for the set-up or takedown for the Symposium. The Department will have access to the Property May 30 and 31, 2022, to set up for the Symposium.

2. **RIGHT OF ACCESS:** The County shall have the right to place temporary outdoor directional and informational signs on the Property, and to bring personnel and equipment (including lighting, PA system, decorative curtains, tables, chairs, and signage) onto the Property, and to remove same after completion of its use of the Property hereunder.

County staff and attendees may use the two restrooms and the interior of the ground floor of the building for storage and congregation. The County may use the power supply from the building for lighting and sound needs, including a 220 volt circuit or two 110 volt circuits.

The County must provide a licensed electrician to inspect and approve the adequacy of the power service for the equipment.

The County shall not assign, license, or transfer this Agreement and/or all or any part of its rights hereunder to any person, firm or corporation without the prior written approval of Grantor.

3. **TIME OF ACCESS:** The permission granted hereunder shall be for the period commencing on May 30, 2022, and continuing until June 3, 2022. The period may be extended by the County if there are changes in the Symposium schedule or delays due to weather conditions, but any such extensions shall require the written consent of Grantor.


4. **TERMINATION PRIOR TO EVENT:** If the Grantor finds a tenant for the Property, the Grantor may terminate this Agreement by giving written notice to the County at least one day prior to the effective date of termination.

5. **PAYMENT:** As consideration for the rights granted to the County in this Agreement, the County agrees to pay and has paid the

Grantor the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged by the Grantor.


6. **ALTERATIONS TO LOCATION:** The County shall cleanup the Property after the Symposium ends. The County agrees that (with Grantor's permission) if it becomes necessary to change, alter or rearrange any of the Property belonging to Grantor, the County shall return and restore said Property to its original place and condition, or repair it as per Grantor's direction. The County agrees to indemnify and hold harmless Grantor, from and against all liabilities, damages and claims of third parties arising from the County's use hereunder of the Property (unless such liabilities, damages or claims arise from breach of Grantor's warranty as set forth in the immediately following sentence) and from any physical damage to the Property proximately caused by the County, or any of its representatives, employees, or agents. Grantor warrants that it has the right and authority to enter into this Agreement and to grant the rights granted by it herein. Grantor agrees to indemnify and hold harmless the County from and against all claims relating to breach of its aforesaid warranty. The County agrees to hold Grantor harmless from and against all costs, fees, expenses, and damages (except as may relate to negligence of the Grantor) which may arise in connection with the County's use of the Property as described herein. The County shall leave the Property in the same condition as it was prior to the County's use hereunder, reasonable wear and tear, *force majeure* and the use permitted hereunder excepted.

IN WITNESS WHEREOF, the parties have hereunto set their names and signatures as of the date first above written.



CAMERON GILLY

DONOVAN MARINE, INC.

By: 

Bond Clement
CFO

**COUNTY COMMISSIONERS OF
CAROLINE COUNTY, MARYLAND**

By: _____
Larry C. Porter
President

Kaleigh Leager
Executive Assistant

Approved for Legal Sufficiency:

Stewart Barroll, County Attorney