MEMORANDUM OF UNDERSTANDING
William H. Amoss Performing Arts Center
Harford Technical High School Auditorium

This Memorandum of Understanding (MOU) and Agreement made this 25th day of October, 2000 by and between the Harford Community College, a body corporate and politic of the State of Maryland (hereinafter “College”), and the Board of Education of Harford County, a body corporate and politic of the State of Maryland (hereinafter “Board”), recites as follows:

WHEREAS, the parties have jointly obtained and/or have provided funds to construct the William H. Amoss Performing Arts Center, and related classrooms and work spaces which adjoin said auditorium (hereinafter “Facility”) in the following proportion - 74% for Board of Education and 26% for the Harford Community College and

WHEREAS, the Facility will be utilized by the parties for theatrical arts and activities including but not limited to presentations, teaching, performances and such other activities as the parties may agree upon and which the Facility can reasonably accommodate and

WHEREAS, the Facility will be attached to the South side of the existing Harford Technical High School (hereinafter “HTHS”) and will be as such located upon Board property and

WHEREAS, the parties enter into this MOU and Agreement for the purposes of setting forth the respective rights and obligations of the parties relative to the construction, use, maintenance and operation of the Facility.

NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants and promises herein contained, the parties agree as follows.
1. **Use.**

   a. The parties acknowledge and agree that the Facility will be located upon the real property owned by the Board and, as such, is or will be an improvement located upon Board's real property, which said improvement is solely owned in fee simple by the Board.

   b. The parties mutually agree that both parties will have unlimited access to the facilities and related premises, provided that such access does not conflict or interfere with regular or other scheduled activities of either party set forth in the master schedule described in section (c) below.

   c. Both parties shall designate a contact person, hereinafter identified, who shall serve as the official contact for all communications between the parties with regard to schedules and operations of the Facility. Such contact persons shall meet at least monthly, and as often as would be necessary between such meetings, to coordinate use schedules and ensure that neither party is unreasonably denied access or request for utilization of the Facility.

   d. In the event conflict exists between the designated contacts of the two parties, such conflict shall be reported to their immediate supervisors, who will attempt to resolve the conflict to the satisfaction of both parties. Should such
conflict still exist, the matter shall be referred to the Shared Use Committee hereinafter described.

e. Neither the College nor HTHS shall utilize the Facility or HTHS premises in any fashion or form which in any way interferes with the operation and functioning of HTHS or the College, or conflicts with the educational mission of the Board as more fully set forth in the Education Article of the Maryland Annotated Code and Title 13A of the Code of Maryland Regulations (COMAR), or of the College, where appropriate. By way of illustration and not limitation, the College agrees that it shall prohibit smoking, any use of tobacco products or any use of alcohol at the Facility or at the general premises of HTHS, whether exterior or interior of the buildings thereon; and that all materials used for public display will be subject to approval by the Board’s Superintendent or her designee.

f. The College agrees that its use of the Facility and the grounds of HTHS shall at all times be consistent with applicable federal, state and local law, regulation and ordinance.


a. The College agrees that it shall be responsible for providing custodial, maintenance and cleaning, including supplies, of the Facility subject to the following conditions:
1. Custodial care in preparation for, during, and as a result of all events scheduled at the Facility shall be billed directly to the scheduling party; and

2. Costs for all other normal and regular custodial care for the Facility will be shared equally between the two parties until data can be accumulated and evaluated by the Shared Use Committee and an agreement regarding same can be reached.

b. In situations or at times wherein the College or a client of the College is responsible for a scheduled event which requires the removal of snow or ice at such a time when the Board has not made provision for such snow or ice removal, the College shall be responsible for removing snow and ice on HTHS premises for the period of time appropriate for such scheduled use.

3. Improvements, Modifications, Replacement and Repairs.

a. Neither party shall make capital improvements or make any renovations, modifications, or alterations to the Facility for the purposes of updating or improving any equipment or any part of the Facility in or about the Facility without the consent of the other party, which said consent shall not be unreasonably withheld. The party which requests such capital improvement shall bear the full
and complete cost of such improvement unless both parties agree that the improvement serves to the benefit of both parties and they agree to share the cost in some reasonable ratio.

b. The party whose negligence or intentional conduct causes the need for replacement or repair relative to the Facility or other HTHS premises shall bear the cost of any such repair or replacement.

c. Subject to rule (d) below, the parties shall share the cost of any replacements and repairs relative to the Facility or the HTHS premises necessitated by ordinary wear and tear based upon the following cost schedule.

d. Each party shall be fully responsible for the replacement/repair cost of any items or equipment that were purchased and used exclusively by the party.

4. Liability/Indemnification/Insurance.

a. See Exhibit A attached hereto and made a part hereof.

b. Nothing set forth herein shall be construed as a waiver on the part of the Board or of the College of any defense, immunity, limitation of liability or restriction on damages provided either under Section 5-353 of the Courts and
Judicial Proceedings Article and Section 4-105 of the Education Article of the Maryland Annotated Code as amended or other law.

5. **Utility Service.**

   a. The cost of utility service including but not limited to electrical, water and sewer service to the Facility and HTHS shall be shared by the parties on a prorated basis proportionate to each's use of the Facility. Said costs will be determined for monthly, quarterly, and/or annual assessments.

6. **Shared Use Committee.**

   a. There is created a committee for the shared use of the Facility. Said committee shall consist of five members as follows:

      (1). The Superintendent of Schools for the Board of Education of Harford County or her/his designee.

      (2). The Principal of HTHS.

      (3). The Assistant Superintendent for Operations of the Board.

      (4). The President of the College or her/his designee.

      (5). A representative of the College as designated by the President.
b. The Committee shall meet, at a minimum, one time per semester to review and discuss the Master Schedule of Events and Activities, to review operation and management of the Facility and other topics of mutual concern. Minutes of all such meetings will be forwarded to the Superintendent of HCPS and the President of the Harford Community College.

7. In the event there is a dispute with respect to the terms and conditions of this agreement of either party's failure to abide by same, said dispute shall be referred for decision to the Shared Use Committee. The Shared Use Committee shall consider said dispute in whatever procedural manner it deems appropriate. The Shared Use Committee shall make a decision which resolves the dispute and which said decision shall be final.

8. This MOU/Agreement contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such agreement is in writing and signed by the parties.

9. **Severability.**

   a. The invalidity or unenforceability of any provision of this MOU/Agreement or any application thereof shall not affect or impair any of the provisions or the
validity or enforceability of the remainder of this MOU/Agreement or any other application thereof.

WHEREFORE, the parties intending to be legally bound affix their hands and seals this 25 day of October 2000.

Chair, Board of Trustees
Harford Community College

President
Harford Community College

Superintendent
Harford County Public Schools

President
Board of Education of Harford County
SUGGESTED INDEMNIFICATION AND INSURANCE LANGUAGE

LEASE/FACILITIES USE AGREEMENT BETWEEN COMMUNITY COLLEGE AND BOARD OF EDUCATION

Indemnification

To the extent permitted by law, the Board shall indemnify, defend and hold the College and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities (including without limitation, attorneys' fees) arising out of or related to the Board's occupancy or use of the College's Premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Board or any of the Board's employees, agents, officials or volunteers or anyone for whose acts the Board may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

To the extent permitted by law, the College shall indemnify, defend and hold the Board and its employees, agents, officials or volunteers harmless from and against any and all claims, (including without limitation, attorneys' fees) arising out of or related to the College's occupancy or use of the Board's Premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the College or any of the College's employees, agents, officials or volunteers or anyone for whose acts the College may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Property Insurance or Group Self-Insurance

The Board shall secure and maintain all risk (special form) property insurance or group self-insurance that insures against or covers direct physical loss of or damage to the buildings and contents of the Board located or in or at any premises of the Board, on a replacement cost valuation basis, with limits not less than 90% of the insurable replacement cost of all buildings and personal property, fixtures and equipment located therein.

The Board shall secure and maintain, at its own expense, all risk (special form) property insurance or group self-insurance which insures against or covers direct physical loss of or damage to the Board's personal property, fixtures and equipment located in or at any premises of the College, on a replacement cost valuation basis, with limits not less than 90% of the insurable replacement cost of all personal property, fixtures and equipment located therein.

The College shall secure and maintain all risk (special form) property insurance or group self-insurance that insures against or covers direct physical loss of or damage to the buildings and contents of the College located or in or at any premises of the College, on a replacement cost valuation basis, with limits not less than 90% of the insurable replacement cost of all buildings and personal property, fixtures and equipment located therein.

The College shall secure and maintain, at its own expense, all risk (special form) property insurance or group self-insurance which insures against or covers direct physical loss of or damage to the College's personal property, fixtures and equipment located in or at any...
premises of the Board, on a replacement cost valuation basis, with limits not less than 90% of the insurable replacement cost of all personal property, fixtures and equipment located therein.

**Commercial General Liability Insurance or Group Self-Insurance**

The Board shall secure and maintain, at its own expense, commercial general liability insurance or group self-insurance which insures against or covers bodily injury, property damage and personal injury claims arising from the Board's occupancy or use of any Premises of the College or operations incidental thereto, with a limit equal to or exceeding the limit of liability established under the applicable sovereign immunity statute ($100,000 per occurrence as of the inception of this Agreement), or a combined single limit of $1,000,000 should sovereign immunity afforded by statute not apply.

The College shall secure and maintain, at its own expense, commercial general liability insurance or group self-insurance which insures against or covers bodily injury, property damage and personal injury claims arising from the College's occupancy or use of any Premises of the Board or operations incidental thereto, with limits equal to or exceeding the limits of liability established under the applicable sovereign immunity statute ($200,000 per person and $500,000 per occurrence as of the inception of this Agreement), or a combined single limit of $1,000,000 should sovereign immunity afforded by statute not apply.

**Business Auto Liability Insurance or Group Self-Insurance**

The Board shall secure and maintain, at its own expense, business auto liability insurance or group self-insurance which insures against or covers bodily injury and property damage claims arising out of the Board's operation, maintenance or use of "any auto" with a limit equal to or exceeding the limit of liability established under the applicable sovereign immunity statute ($100,000 per occurrence as of the inception of this Agreement), or a combined single limit of $1,000,000 should sovereign immunity afforded by statute not apply.

The College shall secure and maintain, at its own expense, business auto liability insurance or group self-insurance which insures against or covers bodily injury and property damage claims arising out of the College's operation, maintenance or use of "any auto" with limits equal to or exceeding the limits of liability established under the applicable sovereign immunity statute ($200,000 per person and $500,000 per occurrence as of the inception of this Agreement), or a combined single limit of $1,000,000 should sovereign immunity afforded by statute not apply.

**Workers Compensation & Employers Liability Insurance or Group Self-Insurance**

The Board shall secure and maintain, at its own expense, workers compensation and employers liability insurance or group self-insurance. The workers compensation insurance or group self-insurance must satisfy the Board's workers compensation obligation to its employees in the state of Maryland. Employers liability insurance or group self-insurance must be secured with minimum limits of $100,000 for bodily injury by accident, $100,000 each employee for bodily injury by disease, and a $500,000 policy limit for bodily injury by disease.

The College shall secure and maintain, at its own expense, workers compensation and employers liability insurance or group self-insurance. The workers compensation insurance or
group self-insurance must satisfy the College's workers compensation obligation to its employees in the state of Maryland. Employers liability insurance or group self-insurance must be secured with minimum limits of $100,000 for bodily injury by accident, $100,000 each employee for bodily injury by disease, and a $500,000 policy limit for bodily injury by disease.

**Evidence of Insurance or Group Self-Insurance/Insurers**

The Board shall furnish certificates of insurance or group self-insurance, acceptable to the College, evidencing all policies or coverages required above at execution of this Agreement and prior to each renewal thereafter. Such insurance or group self-insurance shall be written with insurers licensed to do business in the State of Maryland, with a current A.M. Best Company rating of "A-" or better and a current A.M. Best Company financial size of "VII" or better, unless otherwise approved by the College. Specific exception is hereby granted to the Board to acquire group self-insurance coverage from the Maryland Association of Boards of Education Group Insurance Pool and/or the Maryland Association of Boards of Education Workers Compensation Group Self-Insurance Fund.

The College shall furnish certificates of insurance or group self-insurance, acceptable to the Board, evidencing all policies or coverages required above at execution of this Agreement and prior to each renewal thereafter. Such insurance or group self-insurance shall be written with insurers licensed to do business in the State of Maryland, with a current A.M. Best Company rating of "A-" or better and a current A.M. Best Company financial size of "VII" or better, unless otherwise approved by the Board. Specific exception is hereby granted to the College to acquire workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

**Mutual Waiver of Subrogation**

To the fullest extent permitted by law, the Board waives any right of recovery from the College for any loss of or damage to the Board's property (or resulting extra expense) to the extent that such loss or damage is insured under or covered by the Board's property insurance or group self-insurance, regardless of the cause of origin, including the negligence of the College or its employees, agents, officials or volunteers. To the fullest extent permitted by law, no property insurer or group self-insurer of the Board shall hold any right of subrogation against the College or its employees, agents, officials or volunteers. The Board shall advise its insurers and/or group self-insurers of the foregoing and such waiver shall be permitted under any property and/or time element insurance or group self-insurance policies or coverages maintained by the Board. Any deductible amount(s) selected by the Board or imposed by the Board's insurers or group self-insurers shall be the sole responsibility of the Board.

To the fullest extent permitted by law, the College waives any right of recovery from the Board for any loss of or damage to the College's property (or resulting loss of income or extra expense) to the extent that such loss or damage is insured under or covered by the College's property insurance or group self-insurance, regardless of the cause of origin, including the negligence of the Board or its employees, agents, officials or volunteers. To the fullest extent permitted by law, no property insurer or group self-insurer of the College shall hold any right of subrogation against the Board or its employees, agents, officials or volunteers. The College shall advise its insurers and/or group self-insurers of the foregoing and such waiver shall be
permitted under any property and/or time element insurance or group self-insurance policies or coverages maintained by the College. Any deductible amount(s) selected by the College or imposed by the College’s insurers or group self-insurers shall be the sole responsibility of the College.