

**BALTIMORE COUNTY PUBLIC SCHOOLS**

**DATE:** August 22, 2006

**TO:** **BOARD OF EDUCATION**

**FROM:** Dr. Joe A. Hairston, Superintendent

**SUBJECT:** **MIRAMAR DEVELOPMENT DONATION TO BALTIMORE COUNTY PUBLIC SCHOOLS**

**ORIGINATOR:** Michael G. Sines, Executive Director, Department of Physical Facilities

**RESOURCE PERSON(S):**

**RECOMMENDATION**

The Miramar Development Corporation has agreed to make a cash donation to Baltimore County Public Schools in support of public education.

Miramar Development Corporation recognizes the impact of the Miramar Landing development on Glenmar Elementary School and the surrounding community and will provide cash installments over a three-year period to improve the school facility for the benefit of the community. In addition, Miramar Development Corporation is proposing to construct a new entrance to the school and will rebuild a portion of existing paved areas and add two additional parking areas.

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Appendix I - Presentation

## **MEMORANDUM OF UNDERSTANDING**

by and between the  
**MIRAMAR DEVELOPMENT CORPORATION**  
and the  
**BALTIMORE COUNTY PUBLIC SCHOOLS**

WHEREAS, Miramar Development Corporation is currently developing a site adjacent to Glenmar Elementary School, a Baltimore County Public School, and

WHEREAS, Miramar Development Corporation desires to contribute to the school system and to donate its manual and professional resources for the benefit of Glenmar's students, and

WHEREAS, Miramar Development Corporation has made representations to county officials, during the zoning hearing for Case Number XV-819 and 04-528-SHA, that it would make improvements to Glenmar Elementary School in lieu of open space.

This Memorandum of Understanding, made this \_\_\_\_\_ day of \_\_\_\_\_ 2006, between Miramar Development Corporation and Baltimore County Public Schools sets forth the terms and conditions of Miramar Development Corporation's donations and contributions to Baltimore County Public Schools

NOW THEREFORE, BE IT RESOLVED THAT

**MIRAMAR DEVELOPMENT CORPORATION** agrees to:

1. Construct a new main entrance to Glenmar Elementary School subject to design approval by Baltimore County Public Schools and the Department of Public Works.
2. Design and construct an additional access road from Hickam Road (including parking lot) to Glenmar Elementary School at its own expense.
3. Design and construct pathways and sidewalks on BCPS property at its own expense, as shown on the plan marked Exhibit A, Miramar/Glenmar MOU prepared by KCI Technologies, dated June 27, 2006 and titled "Proposed Sidewalk Layout for Miramar Landing".
4. Donate \$750,000 to the Baltimore County Public Schools' Education Foundation, to be paid in three equal installments on or before the following dates: October 15, 2006, October 15, 2007, and October 15, 2008.

**BALTIMORE COUNTY PUBLIC SCHOOLS** agrees to:

1. Use funds donated to the Foundation for various improvements to Glenmar Elementary School including, but not limited to, window replacement, air conditioning, and site improvements.
2. Participate, where necessary and appropriate, in all zoning and variance hearings concerning the design and construction of the access road and main entrance.
3. Provide technical review and approval for the design of Glenmar's entrance and parking lot improvements.
4. Cooperate and coordinate scheduling of any construction undertaken by Miramar Development Corporation.

**Each party agrees to:**

Defend, indemnify, and hold harmless the other party against and from any and all claims, actions, damages injuries, losses, expenses, and costs of every nature and description, including reasonable attorney's fees, litigation expenses, including the fees of expert witnesses, and court costs, to which the other party may be subjected as a result of, arising from, or in connection with, any wrongdoing, controversies, causes of action, suits, damages, misconduct, want of care, default, or willful or negligent acts or omissions of the other party or of any of the other party's board members, employees, agents, servants, assigns, department affiliates, or representatives in the execution or performance of this agreement.

This agreement is deemed to be made under, and shall be construed in accordance with, the laws of the State of Maryland.

Baltimore County Public Schools may terminate the arrangements made under this agreement in whole, or in part, if it is determined that the termination is in the best interest of Baltimore County Public Schools.

**IN WITNESS WHEREOF**, each of the undersigned has executed this agreement by the signatures of their respective authorized representatives as of the date first written above.

Approvals

The individuals designated below, by signing this agreement, so indicate that they possess the necessary authority to bind the parties to the obligations described herein.

**BOARD OF EDUCATION OF  
BALTIMORE COUNTY**

**MIRAMAR DEVELOPMENT  
CORPORATION**

\_\_\_\_\_  
President  
Board of Education of Baltimore County

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent  
Baltimore County Public Schools