




TO: Board of Estimates, Office of the Comptroller

FROM: Colin Tarbert, President & CEO 

SUBMITTING AGENCY: Baltimore Development Corporation

DATE: June 29, 2022

SUBJECT: Memorandum of Understanding – Harbor Point Parks

CONTRACT/GRANT NUMBER: N/A

ACTION REQUESTED OF B/E: The Board is requested to approve the Memorandum of Understanding by and between the Mayor and City Council of Baltimore, Harbor Point Open Space Corp., and the Waterfront Management Authority of Baltimore City.

PERIOD OF CONTRACT/AGREEMENT: N/A

AMOUNT OF MONEY AND SOURCE OF FUNDS: N/A

BACKGROUND/EXPLANATION:

This agreement is between the Mayor and City Council of Baltimore acting by and through the Department of Recreation and Parks, Harbor Point Open Space Corp., and the Waterfront Management Authority of Baltimore City for the purpose of establishing rules, roles, and responsibilities for the management and maintenance of parks and public open space financed with Tax Increment Finance Bonds at Harbor Point, which is located within the Waterfront Management District of the City of Baltimore.

Pursuant to City Council Ordinances Nos. 13-0232, 13-0233, and 13-0234 approved by the City Council of September 9, 2013 and signed by the Mayor of Baltimore City on September 13, 2013, and on the approval of and upon the terms established by the Board of Finance, the City of Baltimore approved the issuance of one or more series of Tax Increment Finance Bonds in an amount not to exceed \$125,000,000.00 and an interest rate not to exceed seven percent (7%), in order to finance public infrastructure and open space associated with the Harbor Point Project.

As a requirement of the Tax Increment Finance Bonds, Harbor Point Open Space Corp., must dedicate or convey to the City of Baltimore the public improvements financed by the Bonds. This MOU establishes mutually agreeable rules, operational expectations and services provided by the parties to ensure high-quality operation of these public spaces.

MBE/WBE PARTICIPATION: N/A

COUNCIL DISTRICT: 1

EMPLOY BALTIMORE: N/A

LIVING WAGE: N/A

LOCAL HIRING: N/A

1% FOR PUBLIC ART: N/A

The headers below are for use by reviewing departments ONLY. Please leave them as blank spaces for official endorsements and signatures.

FINANCE HAS REVIEWED: N/A

LAW DEPARTMENT HAS REVIEWED: *James H. ... Chief ...*

MWBOO HAS REVIEWED: N/A

AUDITS HAS REVIEWED: N/A

APPROVED BY THE BOARD OF ESTIMATES:

MEMORANDUM OF UNDERSTANDING

(Harbor Point)

THIS MEMORANDUM OF UNDERSTANDING (this "MOU" or "Agreement") dated as of _____, 2022, is by and between HARBOR POINT OPEN SPACE CORP., a Maryland corporation ("HPOS"), THE WATERFRONT MANAGEMENT AUTHORITY, a body politic and corporate of the State of Maryland and the City of Baltimore (the "Authority"), and the MAYOR AND CITY COUNCIL OF BALTIMORE, a body politic and corporate of the State of Maryland acting through its Department of Recreation and Parks (collectively "City").

RECITALS

A. The Authority has been formed to provide certain maintenance and other services within the Waterfront Management District of the City of Baltimore, Maryland (the "District").

B. The Harbor Point development (the "Project") is included within the property comprising the District.

C. The Project contains the surface area of the public parks and all improvements located therein, as more particularly described and shown on Exhibit A, attached hereto and incorporated by reference herein (collectively, the "Parks").

D. The Department of Recreation and Parks ("BCRP" or "Department") is the City agency responsible for the City's public parks.

E. Under the terms of a Waterfront Management District Baseline Services Memorandum of Understanding dated August 17, 2011 (the "Baseline MOU"), the City and the Authority have agreed to terms pursuant to which the City will provide certain baseline services, and the Authority will provide certain supplemental services, as more particularly described therein, for the operation of City-owned properties in the Waterfront District of Baltimore City, which properties include the Project.

F. The parties are proud of the newly developed Parks and each is fully committed to ensure the Parks are maintained in accordance with the standards set forth herein.

G. The parties have engaged in negotiations to determine and clarify the nature of services that the City is obligated to provide in connection with the Parks (the "Baseline Services"), and the nature of services the Authority has agreed to provide in excess of such Baseline Services (the "Authority Services"), and to memorialize their agreements and understandings herein.

NOW, THEREFORE, in consideration of the mutual consideration of the Recitals set forth above and mutual understandings of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as hereafter set forth.

1. Recitals. The foregoing Recitals are hereby incorporated by reference into this MOU as if fully set forth herein.

2. Baseline Services. The City agrees to provide, at its sole cost and expense, and consistent with the Department's standards for the operation and maintenance of the City's parks, the following services as Baseline Services in connection with the Parks.

- below;
- (a) Pay all water bills, except those water bills associated with Events discussed below;
 - (b) Pay all electric bills, except those electric bills associated with Events discussed below;
 - (c) Change lights as necessary;
 - (d) Empty trash cans;
 - (e) Maintain all structural elements of all improvements within the Parks, excluding subsurface elements;
 - (f) Provide all safety and law enforcement services reasonably necessary and consider reasonable requests by HPOS or the Authority;
 - (g) Enforce all applicable laws and issue citations to provide for clean, safe and sanitary conditions in the Parks;
 - (h) Provide rodent control;
 - (i) Repair and replace all hardscape areas, and all light poles and fixtures, trash cans and other similar items, as needed;
 - (j) Provide periodic backfill of stone dust, as needed;
 - (k) Repair and maintain the existing irrigation system that services all grass areas; and
 - (l) Comply with its obligations set forth in those certain Deeds of Dedication relating to Harbor Point improvements and all future similar deeds conveying to the City any interests in the Parks.

3. Authority Services. The Authority agrees to provide the following services as Authority Services in connection with the Parks:

- (a) Cleaning services:
 - i. Provide supplemental manual (broom and dustpan) and mechanical (vacuum) services to provide litter removal ;
 - ii. Maintain cleanliness of hard surfaces (i.e. trash cans, parking signs, light pole bases);
 - iii. Remove graffiti and stickers;
 - iv. Power wash and maintain cleanliness of all hardscapes;
 - v. Report maintenance issues to HPOS and proper City agencies;
 - vi. Provide supplemental trash removal services and empty dog waste bins;
- and

vii. Except for stone dust backfill to be provided by the City pursuant to Section 2(i) hereof, provide stone dust maintenance.

(b) Landscaping for turf areas:

- i. Mow and trim all grass areas;
- ii. Edge curbs and walkways (string trimmer);
- iii. Provide turf maintenance program (quarterly):
 - Spring - Pre-emergent/Broadleaf turf application;
 - Summer - Fertilizer/Pre-emergent/Broadleaf turf application;
 - Fall - Fertilizer/Broad leaf turf application; and
 - Winter - Dormant turf fertilizer application.
- iv. Aerate and overseed (annually);
- v. Provide spring clean (e.g. light pruning, weeding, removal and replacement of dead plant material);
- vi. Mulch (twice annually), if appropriate;
- vii. Chemically remove crack and curb weeds (6' off Turf areas);
- viii. Provide fall clean (e.g., leaf removal, light pruning, weeding);
- ix. Provide regular pest maintenance; and
- x. Install annuals and other plants on an annual basis in appropriate areas.

(c) Safety:

- i. Provide periodic guide patrols (day and night) consistent with the level of service provided within the District;
- ii. Report issues of concern or violations of law or this Agreement to proper City Agencies;
- iii. Provide directions and answer questions related to Harbor Point and the City to business clientele and visitors;
- iv. Provide periodic check-ins with businesses; and
- v. Without limiting the foregoing, provide a level of service commensurate with special benefits surcharges received for work within the Parks.

4. Events.

(a) Events at the Parks within the Project require a permit and are subject to the Special Conditions of Use for Harbor Point Parks attached hereto as Exhibit B and incorporated by reference herein.

(b) The Department shall use its best efforts to grant use of the Parks for a minimum of five (5) private gatherings per calendar year, sponsored by HPOS or an affiliate, subject to the terms and conditions hereof.

5. Permitting. The Department is responsible for collecting permit fees and issuing permits for events in the Parks, with such fees to be directed toward maintenance, repair, marketing events, improvements, or any other cost related directly to or for the Parks.

6. Waterfront Partnership to Provide Services. The Authority shall have the right to cause Waterfront Partnership of Baltimore, Inc. to provide all or a portion of the Authority Services described herein.

7. Interpretation. The provisions of this Agreement and Exhibit B hereto shall be deemed to establish the parties' responsibilities and govern and control the use and enjoyment of and conduct within the Parks at all times, unless modified and approved in written form by all parties hereto. Without limiting the generality of the foregoing, any revisions to the Baseline MOU or any other rule or regulation shall not be deemed to modify or otherwise impact this Agreement unless approved in writing and signed by all parties hereto.

8. Self-Help. In the event that the City or the Authority (for purposes of this Section 8, a "Service Provider"), in the reasonable judgment of HPOS, has not timely and/or effectively provided any of the services required or contemplated herein, and provided that such failure continues for ten (10) days after notice from HPOS to the City or the Authority, as appropriate, and further provided that the City or the Authority, as the case may be, has agreed to the scope of the proposed work and its costs, which shall not exceed \$25,000, HPOS shall have the right to perform such services or take enforcement action. In the event that HPOS determines to perform such services or take such action, all of the reasonable costs and expenses incurred relating thereto, not to exceed \$25,000, shall be reimbursed to HPOS by the City or the Authority, as appropriate. In the event that the City or the Authority, as applicable, fails to so reimburse HPOS within thirty (30) days of notice from HPOS to the City or the Authority that HPOS has incurred such costs or expenses, the same shall accrue interest at the rate of five percent (5%) per annum until repaid in full. In addition, if the City is the Service Provider to which HPOS has provided notice of a failure to provide required services, HPOS agrees to consult with the Authority in connection with the performance of such services and the efforts to obtain reimbursement of related costs and expenses from the City.

9. Term. The term of this MOU shall commence on the date first written above and shall terminate (the "Initial Term Termination Date") on the fortieth (40th) anniversary of the date first written above (the "Initial Term"), provided that HPOS and the City shall each have the option to extend the Initial Term for an additional period of ten (10) years (the "Extension Term") by giving written notice to each of the other parties not less than one hundred twenty (120) days prior to the Initial Term Termination Date; and further provided that no less than one hundred twenty (120) days prior to the expiration of the Extension Term, if applicable, HPOS and the City at the request of either, shall use their respective good-faith efforts to negotiate and enter into an agreement on similar terms of this Agreement in order to cause the benefits and intent of this Agreement to continue to apply to the Project.

10. Notices. Any notices hereunder shall be sent by (1) certified mail or verified national overnight delivery service; AND (2) electronic mail, to the following recipients:

If to City: Mayor and City Council of Baltimore
Baltimore City Department of Recreation and Parks
3001 East Drive
Baltimore, Maryland 21217
Attention: Director _____
Email: _____

If to Authority: The Waterfront Management Authority
c/o Waterfront Partnership of Baltimore
650 South Exeter Street, Suite 200
Baltimore, Maryland 21202
Attention: Laurie Schwartz
Email:

with a copy to: Ballard Spahr LLP
300 E. Lombard Street, 18th Floor
Baltimore MD 21202
Attention: Mark Pollak, Esq.
Email:

If to HPOS: Harbor Point Open Space Corp.
c/o Beatty Development Group, LLC
1300 Thames Street, Suite 10
Baltimore, MD 21231
Attention: Michael S. Beatty
Email:

with a copy to: Gallagher Evelius & Jones LLP
218 N. Charles Street, Suite 400
Baltimore MD 21201
Attention: Mark P. Keener, Esq.
Email:

11. Tax Covenant. With respect to the Parks, the parties agree that they will not knowingly take any action which will, or fail to take any action which failure will, cause the interest on the City's bonds issued to finance the improvements located in the Parks to not be excludable from the gross income of the owners of such bonds for federal income tax purposes pursuant to the provisions of the Internal Revenue Code and the Treasury Regulations promulgated thereunder.

12. Interpretation. This MOU constitutes the full agreement of the parties hereto and shall be governed by and construed in accordance with the laws of the State of Maryland, without respect to conflict of laws provisions. The provisions of this MOU are not intended to benefit any person or entity not a party hereto. This MOU is binding on the parties and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the ____ day of _____, 2022.

WITNESS:

AUTHORITY:

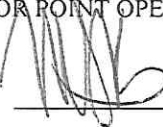
THE WATERFRONT MANAGEMENT AUTHORITY

By: _____
Name: _____
Title: _____

Robert Country

BEATTY:


HARBOR POINT OPEN SPACE CORP.

By:  _____
Name: _____
Title: _____

CITY:

MAYOR AND CITY COUNCIL OF BALTIMORE,
a body politic and corporate of the State of Maryland

Joan Smith

By:  _____
Name: Reginald Moore
Title: Executive Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

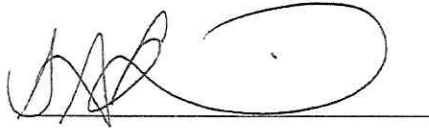
APPROVED BY THE BOARD OF ESTIMATES

~~W. Michael Mallen~~
Chief City Solicitor
Date: _____

CLERK
Date: _____

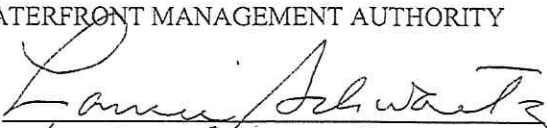
IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the ____ day of _____, 2022.

WITNESS:



AUTHORITY:

THE WATERFRONT MANAGEMENT AUTHORITY

By: 
Name: Laurie Schwartz
Title: Executive Director

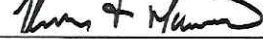
BEATTY:

HARBOR POINT OPEN SPACE CORP.

By: _____
Name: _____
Title: _____

CITY:

MAYOR AND CITY COUNCIL OF BALTIMORE,
a body politic and corporate of the State of Maryland

By: 
Name: Reginald Moore
Title: Executive Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

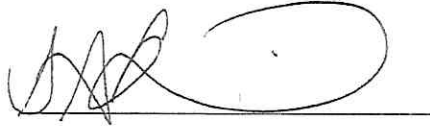
APPROVED BY THE BOARD OF ESTIMATES

~~W. Michael Mullen~~
Chief City Solicitor
Date: _____

CLERK
Date: _____

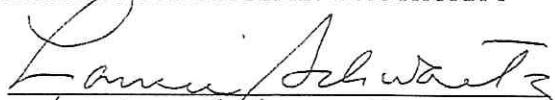
IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the ____ day of _____, 2022.

WITNESS:



AUTHORITY:

THE WATERFRONT MANAGEMENT AUTHORITY

By: 
Name: Laurie Schwartz
Title: Executive Director

BEATTY:

HARBOR POINT OPEN SPACE CORP.

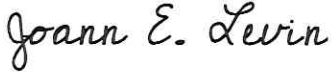
By: _____
Name: _____
Title: _____

CITY:

MAYOR AND CITY COUNCIL OF BALTIMORE,
a body politic and corporate of the State of Maryland

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



~~W. Michael Mullen~~ Joann Levin
Chief City Solicitor
Date: _____

APPROVED BY THE BOARD OF ESTIMATES

CLERK
Date: _____

Exhibit A

Parks

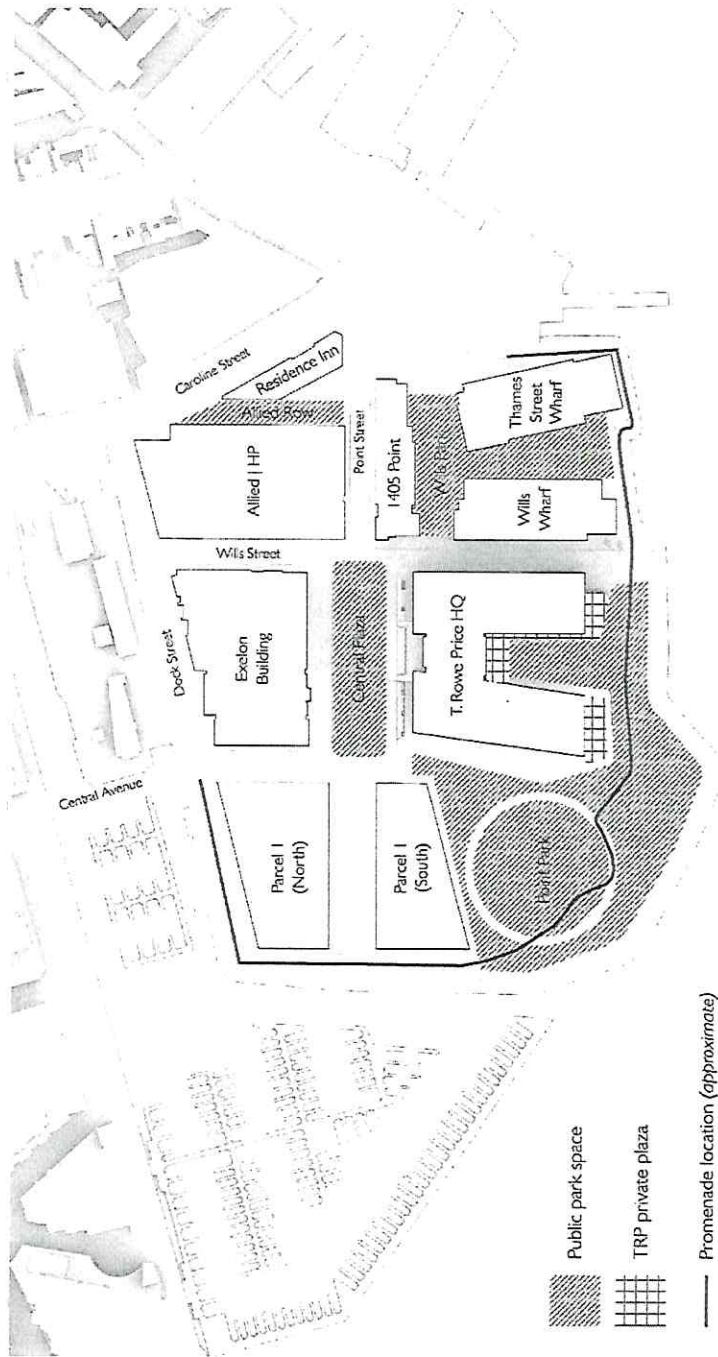


Exhibit B

Special Conditions of Use for Harbor Point Parks

For the use and enjoyment of or conduct within the Parks, including, but not limited to, any event or application to use the Parks (as defined in the Memorandum of Understanding to which these Special Conditions are attached as Exhibit B (the "MOU") and as shown on Exhibit 1 attached hereto), the Mayor and City Council of Baltimore (the "City"), acting through its Department of Recreation and Parks (the "Department"), has agreed with Harbor Point Open Space Corp. ("HPOS") and The Waterfront Management Authority (the "Authority"), that the special conditions set forth herein (collectively, "Special Conditions") shall apply to the Parks. The parties recognize that the Special Conditions apply to the use and enjoyment of the Parks because of the unique nature of all improvements at Harbor Point and the close proximity between the Parks and the private improvements at Harbor Point. To the extent that the Department's Rules and Regulations applicable to similarly-situated City parks (the "Park Rules") require a City Co-Sponsor for public events within Central Plaza and Point Park (as the same are identified on Exhibit A to the MOU), the City will designate HPOS as a Co-Sponsor, provided that such designation is not exclusive. The Department, HPOS, and the Authority agree to consult with one another from time to time to discuss possible modifications to the Special Conditions and Park Rules that may be necessary to preserve the first-class nature of the Parks and the other Harbor Point buildings and improvements. The Authority shall manage the use and operation of the Parks to the extent set forth in the MOU and may not be replaced without the prior written consent of the Department after good faith consultation with HPOS.

Introduction

The Special Conditions set forth the rules, regulations and criteria for conduct within the Parks, in addition to those established by the MOU. Although the parties agree that there are currently no conflicts between the Park Rules and the Special Conditions, in the event that the parties reasonably determine that a new Park Rule is proposed or under consideration in the future that may conflict with the Special Conditions or otherwise have a negative impact upon the Parks or the other private improvements at Harbor Point, the parties agree (a) that they will consult in good faith to resolve such conflict and/or negative impact; (b) that in connection with such good-faith consultation, they will take into consideration (i) the unique nature of the Parks and the private improvements at Harbor Point, and the interests of the owners, tenants, and occupants in the preservation thereof, and (ii) the close proximity between the Parks and the private improvements at Harbor Point; and (c) that no such proposed Park Rule shall be applicable to the Parks until and unless the parties have engaged in such good-faith consultation and have explored all reasonable alternatives and possible mitigation.

Special Conditions

1. **Alcohol.** Open air alcohol consumption is prohibited in the Parks, except on the premises of properly licensed establishments, or unless the City has granted a special permit for alcohol consumption.

2. **Bathrooms.** The Parks do not have public restrooms. If an applicant anticipates large crowds or other need for restroom capacity at an event (or if the Department determine that such need exists), the applicant shall include portable restrooms in its event proposal, to be sited at locations the Department approves after consultation with HPOS, all at the applicant's expense.
3. **Demonstrations and Leafletting.** The conduct of demonstrations and leafletting in the Parks, including permitting therefor, shall be determined in accordance with the Park Rules in effect from time to time and subject to applicable constitutional and legal constraints. Consistent with such constraints in effect from time to time, and in consultation with HPOS, the Department may institute such reasonable limitations and rules with respect to demonstrations and leafletting as may be reasonably necessary to prevent interference with the normal and customary operations of the Parks.
4. **Electricity.** There is a fee for electrical services. If an event requires its own generator, the applicant must place it at a location the Department approves, after considering the recommendation of HPOS.
5. **Furniture.** The chairs, tables, and benches in the Parks are for public use at all times during which the Parks are open (dawn to dusk). However, if an event applicant desires to use its own tables and chairs for the event or audience, it may be requested in the application and subject to the Department's approval.
6. **Gardens and Grounds.** The lawn, foliage, and all other hardscape and landscape items must be protected from damage at all times. The Department will work with an applicant to devise an appropriate protection plan with design, number, and location of load-in, load-out spaces, subject to approval of the Department after consultation with HPOS.
7. **Hours.** Park hours are dawn to dusk unless otherwise approved by the Department. Events with sound amplification scheduled past 9 p.m. require approval of the Department after good faith consultation with HPOS.
8. **Lawn.** The availability of any particular lawn area depends on weather conditions on the day of and in the days prior to the event. If an applicant plans to use lawn areas for an event, it must propose an alternate plan in case the lawn areas are unavailable. All vehicles, whether motorized or not, shall remain entirely on paved roadway areas at all times.
9. **Park Availability.** Although the Parks are generally open to the public, an event applicant may request that the Department direct non-participating members of the public to remain in areas not in active use for the event, such request to be approved or rejected by the Department in its discretion. Notwithstanding the foregoing or anything herein to the contrary, no public event, picnic or private gathering will be allowed within the areas outlined on Exhibit 2 attached hereto.
10. **Signage.** The Department must approve all event signage or signage distribution in the Parks, after consultation with HPOS.

11. **Sleeping.** Subject to the Park Rules in effect from time to time, no person shall sleep or lie upon any park bench, seat, rail, balustrade, fence, step, doorway, platform, paved area, or any other man-made surface or structure within the Parks on Harbor Point.
12. **Sound.** Subject to all other applicable noise restrictions, an 80-decibel sound limit applies in the Parks. No sound amplification or audio-visual equipment shall be allowed within a Park without a permit. The Department will work with an applicant to ensure the most effective sound scheme for an event, after consultation with HPOS.
13. **Structures.** Location of any temporary structures shall be on a paved roadway or sidewalk area only, unless otherwise approved by the Department. Any necessary anchoring of each stage, tent, or other temporary structure shall be by weights or other non-puncturing device, not by attachment to any trees, shrubbery, other hardscape or landscape, nor by anchors or punctures in lawn or landscaped areas of the Parks. All structures, regardless of location, shall be limited to a weight maximum of 250 pounds per square foot of live load.
14. **Trash.** An applicant is responsible to bag and remove all trash (including cardboard) generated from an event upon its conclusion. Applicants should consider hiring a private trash carting service or the City Bureau of Solid Waste for this service. Trash cannot be left next to garbage cans, on the curb, or anywhere else on Harbor Point. Failure to properly remove trash will result in an assessment to the applicant for the cost of removal. For any event attended by in excess of 200 people, the applicant shall arrange for placement of an adequate number of receptacles for recycling as well as trash and shall arrange for proper and timely pickup by the City or other private person or vendor, all at the applicant's expense.
15. **Vending.** The sales of services, food, merchandise, or any other item, including but not limited to, an exchange of an item or service for tips or donations, is expressly prohibited unless authorized specifically in the relevant event permit, to be determined by the Department after consultation with HPOS. All food vendors must use protective coverings to protect the ground against spillage, drainage, and damage to asphalt or other paving, grass, or other surface. Vendors who are frying, grilling, or using grease or oils must install rubber roofing or tar paper to cover the entire space. Vendors must place grease barrels on nonporous tar paper if located on pavement and shall not locate them on lawn areas.
16. **Weather.** Events are rain or shine. Weather-related postponements will be considered in accordance with the Department's policies in effect from time to time..
17. **Personal Conduct.** Without limiting the foregoing but subject to applicable constitutional and legal constraints applicable to the Parks, the following standards and conditions shall apply and govern all use and enjoyment of the Parks and the adjoining property within Harbor Point:
 - a. motorized bicycles, motorized skateboards, motorized scooters, and all other motorized vehicles, whether powered via electricity or internal combustion, shall not be operated within the Parks, except, but with respect only to legal motorized vehicles, on public streets or other rights-of-way expressly dedicated to public vehicular traffic;

- b. camping, abusive behavior, Aggressive Solicitation (as defined in the Park Rules) and all similar public nuisance activities are prohibited;
- c. diving, swimming, fishing, crabbing or other similar activities undertaken in or from the Parks in the water adjacent to the Parks are prohibited, unless part of a coordinated/programmatic educational or enrichment activity (e.g., aquaculture programs, water quality enhancement initiatives, etc.);
- d. except as otherwise set forth in (c) above, wild animals, birds and aquatic life shall not be fed from or within the Parks; and
- e. without limiting the foregoing, no other use shall be made of the Parks, nor any conduct or behavior permitted therein if the same shall have the effect of disturbing the peace or impeding the use and enjoyment of the Parks within Harbor Point.

Event Application Process

- 18. **Event Application.** An applicant applying for a Special Event Permit, General Park Use Permit, or any other use requiring approval of the Department is to submit the appropriate event application to the Department's Permits Office in accordance with the Park Rules. The Department will forward the application and any additional event information to the HPOS for comment as part of the event application review process.
- 19. **Submission.** Applications for any public event, shall be submitted at least 120 days preceding the event. Private event applications shall be submitted at least thirty (30) days preceding the event. The Department will provide the contact information for HPOS if a City Co-Sponsor is needed. For any new event or significant event, the applicant and the HPOS will be invited to attend a review meeting with the Department if the Department considers such a meeting appropriate. The Department will reasonably consider HPOS's comments and advice with respect to any proposed event or any particular type of event.
- 20. **Response Time.** The Department will review fully completed applications in accordance with the applicable provisions of the Park Rules and will provide any comments to the applicant to the Authority. The original proposal may require revisions based on time and space restrictions, park rules, protection of the Parks, logistical complications, comments from other City agencies or surrounding community organizations, as deemed appropriate by the Department.

Expenses and Permits

- 21. **Liability Insurance.** The applicant is to provide liability Insurance as the Department requires. A typical policy covers a minimum of \$1,000,000 per occurrence.
- 22. **Damage and Deposit.** The applicant shall pay for all damage to the in each instance in which such damage occurs as a result of or relating to the event in question. Pursuant to the Park Rules, the Department may require an applicant to provide a deposit to pay

for any damage to City property or other violation of the permit for the event. The deposit amount relates appropriately to the size and nature of the event, the use of the event is making of the various areas of Parks at issue.

23. **Security.** The City does not provide security personnel. Based upon the nature of the event, the Baltimore City Police Department, through the application review process, will determine the need and scope of security services needed for each event. For the protection of the Parks, however, HPOS may recommend the City require the applicant to hire security officers for appropriate times and places.
24. **Sanitation.** The City may provide sanitation services for events for a fee. Each event application requires the submission of a sanitation plan approved by the City after considering the recommendation of HPOS.
25. **Permits.** The applicant may need other permits associated with holding events in Baltimore City, including Department of General Services Special Events Permits, Amplified Sound Permits, Parking Permits, Transportation Department Permits, Department of Buildings Permits, music copyright licenses (BMI, ASCAP, or others), and any other license or permit that may be necessary. Following issuance, the applicant will provide the Department with copies of each permit immediately following issuance.

Modification of Provisions

26. Although the term "Parks" as used herein means all of the Parks at Harbor Point, the parties have agreed that, because of the difference in size and location of the Parks, only the Park areas shown on Exhibit 1 shall be available for, and the Department will consider applications only with respect to, events in the areas shown on Exhibit 1.

Incorporation in Park Rules

27. It is the City's intention to seek to incorporate these Special Conditions of Use for Harbor Point Parks within the Park Rules, subject to obtaining the required approvals therefor, including approval by the Baltimore City Council.

EXHIBIT 1

Parks

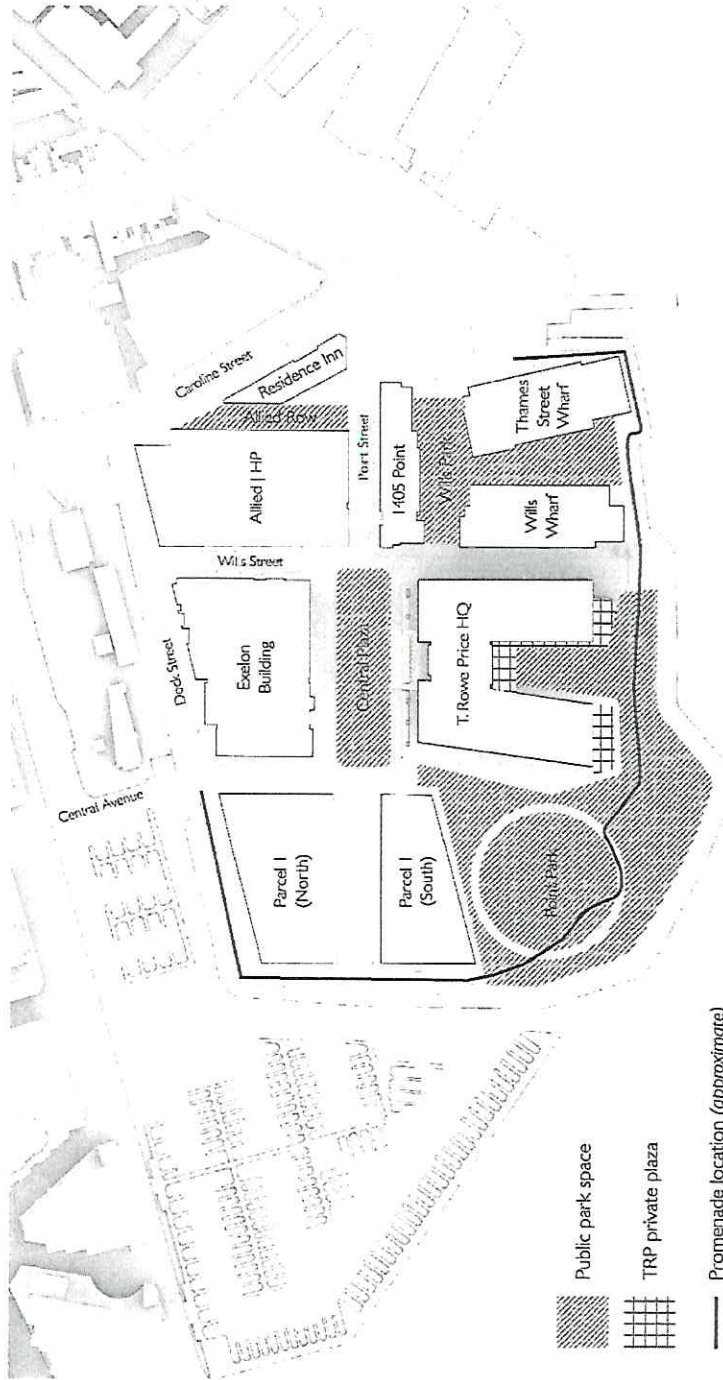


EXHIBIT 2

Buffer Areas

