

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License") made this 20th day of Dec., 2022, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and ROCKVILLE DAY CARE ASSOCIATION, INC., a not-for-profit corporation, and childcare provider organized and existing under the laws of the State of Maryland (the "Licensee"). (The County and the Licensee, together the "Parties").

BACKGROUND:

WHEREAS, the County and The Board of Education of Montgomery County ("Board") entered into a Lease Agreement dated July 11, 2022 ("Board Lease"), granting the County a leasehold interest in a portion of space, consisting of a childcare suite, located at the Parkside Elementary School, 9500 Brunett Avenue, Silver Spring, Maryland, 20901 ("Parkside") for the sole purpose of the operation of a childcare center ("Childcare Center") in Montgomery County, Maryland; and

WHEREAS, pursuant to the County's policy on use of Child Care in Public Space Facilities, the County is licensing space to the Licensee to carry out its program to establish consistent and reasonable rental rates for childcare in public buildings owned or leased by the County as well as to establish the responsibilities between the Parties and their commitment to providing childcare in the County.

WHEREAS, the Licensee has agreed to provide such services as further defined in this License Agreement, and the County has agreed to grant Licensee this License at Parkside for that purpose.

NOW, THEREFORE, in consideration of the above recitals, each of which is incorporated into the terms of this License as if fully stated herein, and the mutual covenants contained in this License and of the payment of a licensee fee to the County by the Licensee and for other good and valuable consideration, the receipt and sufficiency of

which is hereby expressly acknowledged by the Parties, the Parties hereto mutually agree as follows:

1. LICENSED PREMISES: The County does grant the Licensee the privilege, license and right to use a portion of the Parkside building modified as childcare space and identified specifically as the Preschool Room, School Aged Room, Two's Room, and an adjacent office, collectively containing approximately 2,188 square feet of space as indicated on the attached **Exhibit A** and incorporated as if fully set forth (the "Licensed Premises") for the exclusive purpose of providing the childcare services described in the Licensee's Childcare Proposal attached as **Exhibit B** and incorporated as if fully set forth (the "Program"). The Licensed Premises shall be delivered to the Licensee in "as is" condition.

2. LICENSE TERM: The term of this License commenced retroactively as of January 1, 2022 and shall expire on August 31, 2023 (the "License Term"). This License may be terminated at any time during the License Term or any extension of the License Term by the County upon thirty (30) days written notice to the Licensee, unless the Licensee's license or certification to operate a childcare center is suspended or revoked by the issuing entity, in which case the County is not required to provide thirty (30) days written notice to the Licensee. The County is under no obligation to provide alternative space for the Licensee and is not responsible for any moving costs or any expenses incurred by the Licensee as a result of the termination or expiration of this License for any reason. The Parties agree that the License shall only be terminated or revoked on the terms expressly set forth in this License.

3. RENEWAL OPTION: Intentionally Omitted.

4. LICENSE FEE AND ADDITIONAL LICENSE FEE:

A. License Fee: The Licensee will pay to the County as a License Fee in the amount of Nine Dollars and Fifty-Six Cents (\$9.56) per square foot for an annual rate of Twenty Thousand Nine Hundred Seventeen and Twenty-Eight Cents (\$20,917.20) payable in equal monthly installments of One Thousand Seven Hundred Forty-Three Dollars and Ten Cents (\$1743.10). Due to the Covid 19 Pandemic, the County and the Department of Health and Human Resources have agreed to abate the License Fee effective on the

Commencement Date through June 30, 2023. County and Licensee agree and acknowledge that Licensee has no obligation to make any License Fee payments to County for the period covered by the Covid 19 Abatement. Effective July 1, 2023 the licensee will commence to pay it License Fee through the end of the License Term.; and

All payments are to be made in advance on the first day of each month during each license year, and shall be payable by check to:

Montgomery County, Maryland
Department of General Services
Office of Real Estate
P.O. Box 829464
Philadelphia, Pennsylvania 19182-9464.

B. License Fee and Additional License Fee Increase: Commencing with January 1, 2023 and on the 1st of January thereafter during the License Term, and any Renewal Term, the County will establish the License Fee rate to be paid by the Licensee commencing July 1 of the same year , by determining the average per square foot operating cost for all childcare facilities operated and maintained by the County. For purposes of this License, operating costs shall include, but not be limited to, the following:

1. Utilities;
2. Janitorial – At the same level provided to other Montgomery County properties. The Licensee must perform day to day programmatic clean up (spills, crumbs, sand, food preparation areas, etc.);
3. Maintenance (major and minor);
4. Pest control;
5. Snow removal;
6. Grounds maintenance;
7. Fire Extinguishers;
8. Trash removal, recycling;

9. Renovations as required to meet State licensing regulations; and
10. Security in the form of locking the facility.

C. **Additional License Fees:** In addition to the License Fee payable under Paragraph 4(A), the Licensee shall pay to the County a share of the cost of debt service incurred by the County as a result of improvements and renovations to child care facilities operated and maintained by the County as an Additional Licensee Fee (the "Additional License Fee"). The Additional License Fee shall be equal to One Dollar and Seventy-Nine Cents (\$1.79) per 2,188 square feet, equivalent to Three Thousand Nine Hundred Sixteen Dollars and Fifty Two Cents (\$3,916.52), payable in equal monthly installments of Three Hundred Twenty Six Dollars and Thirty Seven Cents (\$326.37).

The Additional License Fee shall be due and payable in the same manner and on the same day as the License Fee. Any increase in the Additional License Fee is calculated on the cost of debt service and shall be determined annually by (1) adding all Capital Improvement Program costs for all County-owned and County-maintained childcare facilities; (2) multiplying the total cost by the average effective annual repayment rate for twenty (20) year bonds; and (3) dividing that result by the total square footage allocated to the county maintained childcare facilities.

D. **Waiver of Additional License Fees:** Pursuant to the policy on use of Child Care in Public Space Facilities, attached hereto and made a part hereof, as **Exhibit C**, a waiver on the repayment of debt service and the Additional License Fee, as stated above in Paragraph 4(C) shall be granted by the County to the Licensee provided that Licensee has established to the satisfaction of the County that Fifty-one percent (51%) or more of families served by the Licensee are eligible for or enrolled in the State of Maryland or Montgomery County subsidy programs.

E. Failure to Pay License Fees: If the Licensee fails to submit the monthly License Fee or Additional License Fee payments in the manner as provided for above (collectively the "License Fee Payment"), and if the failure continues for more than ten (10) calendar days after the first day of the month for which the License Fee Payment is due and payable, the Licensee will pay to the County, in addition to and as a part of the License Fee Payment in question, a late penalty of five percent (5%) of the monthly License Fee Payment. If the Licensee's failure to pay continues for more than twenty (20) calendar days after a monthly payment becomes due and payable the Licensee will pay to the County, in addition to and as a part of the License Fee Payment in question, a late penalty of fifteen percent (15%) of the monthly License Fee Payment. If the Licensee's failure to pay continues for more than thirty (30) calendar days after a monthly License Fee Payment becomes due and payable, the County will have the right to terminate this License Agreement, recover possession of the Licensed Premises and pursue any other remedies available to the County under all applicable federal, state, and local laws.

5. USE OF THE LICENSED PREMISES:

A. The Licensee must use the Licensed Premises only for the provision of infant and childcare services and those activities related to such services.

B. The Licensee must abide by any and all rules and regulations concerning the operation of its Program, which may, from time to time, be issued by the County or the Board. The Licensee agrees to abide by any and all rules and regulations concerning the operation of the Parkside building of which the Licensed Premises are a part, which may from time to time, be issued by the County or the owner operator of the Parkside building.

C. The Licensee must implement its Program in the manner set forth in the Licensee's Childcare Proposal and in its presentation to the Childcare Selection Committee.

D. The Licensee must implement its Program in accordance with any and all applicable state, local and federal laws pertaining to the operation of childcare centers and must maintain its license or certification to provide such services in accordance with the requirements of the entity issuing such license or certification.

6. ASSIGNMENT: The Licensee must not assign, transfer, mortgage or otherwise encumber this License or sublet or rent (or permit a third party to occupy or use) the Licensed Premises or any part of the Licensed Premises.

7. USE OF OUTDOOR PLAYGROUND AREAS: The Licensee shall have access to and the right to use the outdoor playground areas (if any) adjacent to the Licensed Premises when used by the Licensee in connection with its Program and during its normal hours of operation. Repair, maintenance and replacement of playground equipment will be the responsibility of the party that provided such playground equipment as described on the Licensed Premises Equipment Inventory attached as **Exhibit D**.

8. LICENSED CAPACITY: The Licensee acknowledges and agrees that the Licensed Premises can be used for no more than the maximum number of children permitted by the Maryland State Department of Education Office of Childcare Licensing. The Licensee agrees that a Certificate of Licensed Capacity will be posted in the Licensed Premises at all times.

9. PRIORITY PLACEMENT: The Licensee must provide children of County employees with priority placement in the Licensee's Program.

10. SPECIAL CONDITIONS: In addition to establishing priority placement for children of County employees, the Licensee must:

A. Comply with the Americans with Disabilities Act and all federal, state, and local laws regarding providing access and services to disabled persons for the interior of the Licensed Premises, but not related to the Parkside building which is County's responsibility;

B. Share its Program enrollment data with the County;

C. Accept children whose parents participate in state or local subsidy programs;

D. Maintain reports relating to the Licensee's license(s) or certification(s) as a childcare provider for inspection and evaluation for County and parental review;

E. Maintain compliance with all licensing requirements of its Program, whether state, local or federal; and

F. Obtain in a timely manner and then continue to maintain accreditation of its Program by the Maryland State Department of Education or the National Association for the Education of Young Children.

11. Intentionally Deleted:

12. SERVICES:

A. The Licensee, at its risk and expense, will be responsible for the provision of telephone services to the Licensed Premises, as deemed necessary by the Licensee.

B. The County will be responsible for providing to the Licensed Premises regular janitorial services on County workdays as specified in Article 4, Paragraph (B), including refuse removal, recycling, and pest control. Any janitorial services beyond

regular County services will be the responsibility of the Licensee. If pest control is required after normal working hours, the Licensee or the Licensee's representative must be available if requested by the County.

C. The County will provide fire extinguishers where needed.

D. The County will be responsible for the payment of utilities necessary for the operation of the Parkside building of which the Licensed Premises are a part.

E. The County will be responsible for maintenance of the grounds immediately adjacent to the Parkside building of which the Licensed Premises are a part.

F. The County will be responsible for snow and ice removal or treatment of walkways and the parking areas, as it becomes necessary.

G. The County will deliver an ADA compliant Licensed Premises and will be responsible for all renovations required to meet state licensing regulations.

H. Pursuant to the Board Lease, the Board will be responsible for repair and replacement of electrical, mechanical, plumbing and structural systems and components installed or constructed as a part of, or serving the Licensed Premises, which includes , but is not limited to, electronic systems, such as fire, security alarm and audio systems; electric lamp replacement; roofs, locks, doors, windows, walls, ceilings, walks, etc. (except to the extent such repair or replacement is necessitated due to the negligence or willful misconduct of the County, the County's Licensee or each of their respective agents, employees, contractors or invitees, in which such case, such maintenance and repair shall be done by Landlord but at the County's sole cost and expense).

I. The License Premises will have air conditioning and heat in the License

Premises.

- J. The County agrees to provide all paper towels, hand soap and toilet tissue in the restrooms located within the Parkside Building and the Licensed Premises.

13. FIXTURES AND EQUIPMENT: At the end of the Term, all items which are attached to the Parkside building and the Licensed Premises or are a part of the building's systems (to include but not be limited to plumbing, electrical and heating fixtures) at the time the Licensed Premises are delivered to the Licensee, must remain with the Parkside building and Licensed Premises, except trade fixtures, installed by the Licensee. All other items installed within the Licensed Premises at the Licensee's expense shall remain the property of the Licensee and shall be removed by the Licensee at the expiration or other termination of this License. The Licensee must repair any damage caused by reason of the removal of the Licensee's property. Any personal property remaining within the Licensed Premises after termination of the License will become property of the County. The County, at the Licensee's expense, will dispose of any such property in the manner it deems appropriate.

14. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Insurance: The Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of general liability insurance with a minimum limit of liability of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) annual aggregate, for bodily injury and property damage including Contractual Liability, Premises and Operations, Independent Contractors, Personal Injury, Day Care/Child Care Operations and Sexual Misconduct, and Fire Legal Liability coverage issued by an insurance company Licensed in the State of Maryland and acceptable to the County.

ii. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of Automobile Liability Coverage with a

minimum limit of liability of One Million Dollars (\$1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including owned automobiles, hired automobiles and non-owned automobiles.

iii. Licensee agrees to obtain and maintain, during the full term of this License, a policy of workers' compensation and employers' liability meeting all statutory requirements of the State of Maryland with the following minimum Employers' Liability limits; Bodily Injury by Accident - \$100,000 each accident, Bodily Injury by Disease - \$500,000 policy limits and Bodily Injury by Disease - \$100,000 each employee.

iv. The Licensee agrees to obtain and maintain, an All-Risk Property Policy during the License term and any renewal terms to protect the full replacement value of all business personal property and interests of the Licensee. Any deductibles under this policy shall be funded by the Licensee. The County is not responsible for and does not provide any coverage for Licensee's owned contents and improvements to the Licensed Premises.

B. Certificate of Insurance: The Licensee must, within thirty (30) days from execution of this License Agreement, deliver to the County and the Board a certificate(s) of insurance and copy of policies (if requested) evidencing the coverages required under this License Agreement. The certificates must be issued to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850; and The Board of Education, c/o Montgomery County Public Schools, Department of Facilities Management, 45 West Gude Drive, Suite 4000, Rockville, Maryland 20850. The Licensee/ has the obligation to assure that the County always has a valid Certificate of Insurance and complete copies of the policies if requested.

C. Additional Insured: The Licensee's General Liability, and Automobile Liability Policy must list Montgomery County, Maryland and the Board as an additional insured and all insurance policies obtained by the Licensee as required by this License Agreement must provide that the Licensee will give the County and the Board written notice of amendment, cancellation, termination or non-renewal, no later than forty-five (45) days prior to amendment, cancellation, termination or non-renewal. The Licensee must provide, on an annual basis, evidence that is satisfactory to the County and the Board of the insurance coverages required under this License Agreement.

D. County's Insurance: The County, per direction from the Board, will maintain fire and liability insurance on the Licensed Premises. The County has the right to self-insure.

E. Subrogation: If a casualty or other occurrence which should be covered by the insurance required by this License Agreement occurs, the Licensee must look solely to its insurer for reimbursement and the Licensee must ensure that such insurance is so written that the Licensee's insurer waives all rights of subrogation and shall have no cause of action against the County or the Board, its agents, or employees as a result of such casualty or occurrence. The Licensee waives and releases all right of recovery which it might otherwise have against the County or the Board or its agents or employees by reason of any loss or damage resulting from such casualty or other occurrence, to the extent that the Licensee would be covered by insurance if the Licensee complied with the requirements of this License Agreement pertaining to insurance.

F. Security System: In the event the County engages the services of a professional security system for the Licensed Premises or the premises of which the Licensed Premises are a part, it is understood that such engagement in no way increases the County's liability for occurrences and/or consequences which such a system is

designed to detect or avert and that the Licensee must look solely to its insurer as set forth above for claims for damages or injury to any person or property.

15. HOLD HARMLESS: The Licensee agrees to hold harmless and defend, or, at the County's or the Board's election, pay for the defense of the County and the Board from and against any and all claims of liability, actions, damages and expenses arising out of or related to the Licensee's breach of this License Agreement or use or possession of the Licensed Premises occasioned wholly or in part by any act or omission of the Licensee, its agents, contractors, guests, invitees, patrons, clients or employees, except such claims arising solely from the negligent acts or omissions of the County or the Board, the County's or the Board's employees, agents and contractors. The Licensee further specifically agrees to hold the County and the Board harmless and defend, or, at the County's or the Board's election, pay for the defense of the County or the Board from and against any claim of public liability made in connection with any construction or installation of equipment performed by the Licensee, its agents, employees or contractors, within the Licensed Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Licensed Premises, or such construction or installation of equipment shall have been approved by the County.

16. RESPONSIBILITIES OF LICENSEE: The Licensee covenants and agrees as follows:

A. The Licensee must not keep gasoline or other flammable material or any explosive within the Licensed Premises which will increase the rate of fire insurance on the Licensed Premises beyond the ordinary risk established for the type of operations described in Article 5. Any such increase in the insurance rate due to the presence of gasoline, other flammable material or explosives, or due to the Licensee's operations within the Licensed Premises, must be borne solely by the Licensee. The Licensee must not willfully do any act or thing in or about the Licensed Premises which may make void or voidable any insurance on the Licensed Premises or the premises of which the

Licensed Premises are a part, and the Licensee must conform to all rules and regulations established from time to time by the County, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

B. The Licensee must not use or allow the Licensed Premises or any part of the Licensed Premises to be used for any illegal, unlawful or improper purpose or for any act or thing that may be a nuisance, annoyance, inconvenience, or cause damage to the Licensed Premises, the premises of which the Licensed Premises are a part, adjacent properties or the adjacent neighborhood. The Licensee agrees that it will supervise and conduct its activities in a manner to ensure no disruption to the learning environment of the school, school activities or operations.

C. The Licensee must not place upon the Licensed Premises any placard, sign, lettering or awning except in such place and manner as shall have been first approved in writing by the County.

D. The Licensee acknowledges that all responsibilities of the Licensee relating to the use or misuse of the Licensed Premises shall be construed to include use or misuse of the Licensed Premises by the Licensee's agents, contractors, guests, invitees, patrons, clients or employees.

E. The Licensee must not have animals in or about the Licensed Premises. This provision does not limit the Licensee or the Licensee's clients, employee's or guest's right to have bona fide service animals on the Licensed Premises. The Licensee is solely responsible for the proper care of service animals in the Licensed Premises and in keeping the Licensed Premises clean and free of debris and waste associated with the care and feeding of service animals.

F. The Licensee must comply with all rules and regulations with regard to the use of the Licensed Premises that may be from time to time promulgated by the County or the Board. Any violation of said rules and regulations will be deemed to constitute a violation of this License. It is understood that such rules and regulations will not unreasonably interfere with or prevent the intended uses of the Licensed Premises as set forth in this License.

G. The Licensee must maintain in good condition, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures, except as provided for in Article 12.

H. The Licensee must close and lock all entrance doors and windows in the Licensed Premises when the Licensed Premises are not in use. Further, before closing and leaving the Licensed Premises at any time, the Licensee must close all windows and doors and secure the Licensed Premises. The Licensee must not place any additional locks or bolts of any kind upon any of the entrance or interior doors or windows. The Licensee must not change any existing locks without prior written approval of the County. In the event an approved change is made to the existing locks, the Licensee must provide the County with keys to the new locks. Upon the termination of this License Agreement, the Licensee must return all keys of the Parkside building, offices, and bathrooms, either furnished to, or otherwise procured by, the Licensee to the County. In the event of the loss of any keys provided to the Licensee, the Licensee must pay the County the cost of such keys and/or replacement locks.

I. The Licensee must establish and post in the Licensed Premises an appropriate fire evacuation plan and hold fire drills as required. All occupants of the Licensed Premises must be trained regarding the safe and proper operation of all appliances and equipment in the Licensed Premises.

J. The Licensee is responsible for on site management of the Licensed Premises and must keep posted, in a conspicuous place within the Licensed Premises, the Licensee's responsibilities and obligations as specified in Articles 12 and 16 of this License. The Licensee must keep a copy of this License at the Licensed Premises and ensure the Licensee's on site representative is adhering to the terms and conditions of this License.

K. The Licensee must not strip, overload, damage, or deface the Licensed Premises or any part of the premises of which the Licensed Premises are a part, including, but not limited to, hallways, stairways, or elevators. The Licensee will not permit any waste to, in or upon the Licensed Premises or any part of the Parkside building.

L. The Licensee must not permit any trade or occupation to be carried on or use made of the Licensed Premises outside the scope of this License (Article 5). Further the Licensee agrees to and must obey any and all federal, state, county and local laws and regulations relating to their operation of business on and in the Licensed Premises and premises of which the Licensed Premises are a part.

M. The Licensee must not move any furniture or equipment which is the property of the County or the Board into or out of the Licensed Premises without the County's prior written consent.

N. The Licensee must pay all of its bills and expenses relating to its use of the Licensed Premises on time and must not permit any disruption in any service, including but not limited to, utilities, to any portion of the Licensed Premises.

O. Intentionally Omitted.

P. The Licensee agrees to take appropriate measures to conserve and efficiently use energy and other resources (i.e., heat, cooling, water, and utilities). The Licensee agrees to abide by the Board's standards, policies, rules and regulations for operating and maintaining schools attached hereto and incorporated herein, as Exhibit E, "Resource Conservation Policy and Guidelines".

Q. The Licensee agrees to abide by emergency orders requiring that the school facility or school facilities and central offices be closed, during which time no programs will operate in the school.

R. The Licensee agrees that the County and the Board have the authority to review the records of the Maryland Childcare Administration relating to Licensee's operation as permitted by law.

S. The Licensee verifies and acknowledges that the person executing this License on behalf of the Licensee has the legal authority to bind the Licensee to the duties and obligations set forth in this License. The Licensee further verifies and acknowledges that such person's signature creates a binding obligation on the part of the Licensee for the term of this License.

T. The Licensee verifies and acknowledges that it is in good standing and/or qualified to do business in the State of Maryland.

U. The Licensee agrees to and must perform any and all obligations under this License in a timely manner.

V. Upon removal of the Licensee's property from the Licensed Premises, the Licensee at its sole expense must repair any damage to the Licensed Premises caused by such removal so that the Licensed Premises are in substantially the same condition as at the commencement of the License Term, reasonable wear and tear excepted.

17. DESTRUCTION OF LICENSED PREMISES: Intentionally Omitted.

18. DEFAULT: The Licensee shall be considered in default of this License Agreement and the County may terminate this License Agreement upon the occurrence of any of the following:

- i. Failure to perform under any term, covenant or condition of this License;
- ii. The commencement of any action or proceeding for the dissolution or liquidation of the Licensee, or for the appointment of a receiver or trustee of the Licensee's property;
- iii. The making of any assignment for the benefit of the Licensee's creditors;
- iv. The abandonment of the Licensed Premises by the Licensee;
- v. The revocation or suspension of the Licensee's license or certification as a childcare provider by the issuing entity; and
- vi. Any other default or breach of the terms and conditions this License.

With respect to any matters described in (i) and (vi) of this Section 18 that does not involve the payment of money to the County, Licensee shall have a period of fifteen (15) business days following written notice from the County to cure such default.

19. EMINENT DOMAIN: The Licensee is not entitled to any condemnation award granted to the Board as owner of the Licensed Premises. In the event that the Licensed Premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain or sold under threat of such taking, the Licensee will not be entitled to recover from the Board/County any capital expenditures for improvements and betterments made by the Licensee to the Licensed Premises at the Licensee's expense.

20. RIGHT OF ENTRY:

A. Routine Repairs and Inspection: The Licensee must permit the County and/or the Board, its agents or employees, at reasonable times and upon reasonable prior notice (not less than 48 Hours prior notice) to enter the Licensed Premises without charge and without diminution of License Fee payments to: (1) examine, inspect and protect the Licensed Premises; (2) to perform maintenance and repairs the County and/or the Board may in its sole discretion consider necessary or desirable; and (3) to exhibit the Licensed Premises to prospective purchasers, tenants, licensees or to present or future mortgagors.

B. Emergency Access: In cases of emergency involving imminent risk of injury or death to persons or damage to property, the County and/or Board, its agents or employees without prior notice to the Licensee, may enter the Licensed Premises, however the County will attempt, but is not required to notify the Licensee of any such entry under this section as soon as is practicable under the circumstances.

21. RETURN OF LICENSED PREMISES:

A. At the conclusion of the License Term as set forth in Article 2, or following the termination of this License for any other cause, the Licensee must remove all of the Licensee's goods and effects from the Licensed Premises and return to the County all keys, locks, and other fixtures belonging to the County, in good repair, reasonable wear and tear excepted.

B. The Licensee must return the Licensed Premises to the County in the same condition as received at the beginning of the License Term, in "broom clean" condition, reasonable wear and tear excepted.

C. In the event that Licensee's property is not removed from the Licensed Premises within seventy-two (72) hours after the termination of this License, the property remaining will become the property of the County.

D. Following termination of this License, the Licensee must remove any and all signs erected by or on behalf of the Licensee and must pay for or repair any damage caused by the installation or removal of such signage.

E. At the time of termination of this License and at the County's option, the Licensee must participate in a walk-through with the County's agent or employee to inspect the Licensed Premises.

22. NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES: The Licensee must give the County prompt verbal notice of accidents in or damages to the Licensed Premises and, within twenty-four (24) hours following the occurrence of such accident or damage, the Licensee must follow-up with a detailed written report to the County of such accidents or damages.

23. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that the Licensee, at the Licensee's expense, will promptly comply with, observe and perform all of the requirements of all of the codes, statutes, ordinances, rules, orders and regulations now in effect or later promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, the Board, and the municipality in which Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office.

24. WAIVER: The waiver of at any time by either of the Parties of any particular covenant, condition, obligation, or duty under this License shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver must not be construed or understood as waiving any further or other rights of either Party.

25. NON-DISCRIMINATION: The Licensee agrees to comply with the non-discrimination in policies in County contracts as required by Section 11B-33 and Section 27 of the Montgomery County Code (2014), as amended, as well as all other federal, state and local laws and regulations regarding employment discrimination. By signing this License Agreement, the Licensee assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

26. PUBLIC EMPLOYMENT: The Licensee understands and agrees that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code (2014), as amended, that it is unlawful for any person or entity transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

27. MAILING NOTICES: All notices required or desired to be given in accordance with this License by either party must be given by first class mail with a nationally recognized receipted delivery service, postage prepaid, addressed to the County or the Licensee, respectively. Notices to the Parties must be addressed as follows:

Licensee:

Rockville Day Care Association, Inc.,
622 Hungerford Drive, Suite 26
Rockville, Maryland 20850
Attn: Jamie Brown

County:

Montgomery County, Maryland
Office of Real Estate
Department of General Services:
101 Monroe Street, 9th Floor
Rockville, Maryland 20850

Attn: Director of Real Estate

With a copy, that does not constitute Notice to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

28. RESIDENT AGENT: The Resident Agent for the Licensee is Jamie Brown and its address for receipt of notices and service of process is 622 Hungerford Drive, Suite 26, Rockville, Maryland 21704. The Licensee must immediately notify the County of any change in resident agent or resident agent's address.

29. PROHIBITION OF HAZARDOUS SUBSTANCES: The Licensee agrees not to store or bring hazardous substances onto the Licensed Premises. The Licensee indemnifies the County against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the premises by the Licensee, its agents, contractors, employees or guests. For purposes hereof, the term "Hazardous Materials" means Hazardous Material, Hazardous Substance, Pollutant or Contaminant, and Petroleum and Natural Gas Liquids, as those terms are defined or used in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and any other substances regulated because of their effect or potential effect on public health, public safety, or the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials. The term Hazardous Materials excludes common cleaning and maintenance supplies in sufficient quantities to permit the efficient operation of the Licensed Premises and childcare center, provided that such supplies are stored, contained and otherwise dealt with in accordance with applicable Hazardous Materials Law. The term "Hazardous Materials Law" means any present or future federal, state, or local law, code, rule, regulation, ordinance, order, standard, permit, license, guidance document, or requirement (including consent decrees, judicial decisions and administrative orders)

together with all related amendments, implementing regulations and re-authorizations, relating to industrial hygiene, environmental or unsafe conditions and/or the protection, preservation, conservation, or regulation of the environment.

30. NON-APPROPRIATION: This License shall terminate automatically on July 1 of any year for which the County, for whatever reason does not appropriate funds to pay the County's obligations provided in this License. The Licensee shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

31. AMERICAN DISABILITIES ACT REQUIREMENTS: The County and the Licensee agree that during the License Term, any modifications made to the Licensed Premises, will be made by County and will be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility requested in Federal, State and County Laws and regulations.

32. MARYLAND LAWS REGARDING SEX OFFENDERS AND PERSONS WITH UNCONTROLLED ACCESS TO CHILDREN: Maryland Law requires that any person who enters into a contract with a local school system "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an employer who violates this requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five year's imprisonment and/or a \$5000 fine. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

A. A sexual offense in the third or fourth degree under § 3–307 or § 3–308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3–307 or § 3–308 of the Criminal Law Article if committed in Maryland.

B. Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or

C. A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

D. The County shall require its Licensee to submit within no later than thirty (30) days after execution of this License Agreement, a letter confirming that its direct employees and those of any subcontractors and/or independent contractors working in the Licensed Premises meet the obligations set forth above. Additionally, at the County's written request, the County may require the Licensee to confirm that it continues to meet these obligations throughout the Term.

33. PESTICIDES USE IN SCHOOL: The Licensee agrees to be in compliance and to follow procedures regarding the regulations regarding integrated pest management in schools, labeled ECF-RB, entitled, "Pesticide Use in Schools", attached hereto and incorporated herein as Exhibit "F".

34. RECYCLING: The Licensee agrees to be in compliance and to follow procedures regarding the regulations regarding recycling in schools, labeled Regulation ECF-RC, entitled, "Recycling", attached hereto and incorporated herein as Exhibit "G."

35. CONTRACT SOLICITATION/BROKER'S FEES OR COMMISSIONS:

The Licensee represents that it has not retained anyone to solicit or secure this License from the County upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established, licensed, commercial selling or leasing agencies maintained by the Licensee for the purpose of securing business or an attorney rendering professional legal services consistent with the applicable canons of ethics of the profession.

36. FORCE MAJEURE: Neither Party will be deemed in default with respect to the performance of any terms, covenants, and conditions of this License if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, inability to obtain any material or service, through natural or other cause beyond the control of either party; provided, however, that this provision shall not excuse any non-payment of License Fees. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a Party.

37. ENTIRE AGREEMENT: This License (which contains and includes the Exhibits) is the entire agreement between the Parties, and no representations, inducements, or agreement, oral or otherwise, between the Parties not contained in this License shall be of any force or effect.

38. MODIFICATION: This License (other than the Rules and Regulations, which may be changed from time to time) must not be modified in any manner except by an instrument in writing executed by both Parties with the same formality as this License.

39. GOVERNING LAW: This License and its performance is to be governed, interpreted, construed and regulated by the laws of Montgomery County and the State of Maryland.

40. CLAIMS: Any action brought by or on behalf of either Party in connection with the performance of this License must be filed and maintained in a court of competent jurisdiction in Montgomery County, Maryland.

41. INDEMNITY BOND: Upon the request of the County, concurrent with the effective date of this License or at any time during the term of this License, the Licensee must obtain and maintain an executed miscellaneous indemnity bond in the amount of the annual rent for the current License Term to remain in full force and effect throughout the remainder of the License Term as security for the Licensee's faithful performance of all terms and conditions of this License. The County shall have the right, but not the obligation, to request such a bond from the Licensee. The County, in its sole discretion, may accept an appropriate substitute surety. The Licensee must, within fifteen (15) business days from the date of the request by the County, deliver to the County, the said surety, evidencing the coverage stated in this Paragraph. Failure to deliver the bond or surety as required is considered by the County to be a default under this License. The Parties agree that the Licensee shall only be required to obtain this Indemnity Bond following an uncured event of default as set forth in Paragraph 18 of this License.

42. PARKING: The Licensee has use of the parking facilities which are a part of the Licensed Premises as of the date of execution of this License, as determined by the County at the sole risk of the Licensee or the vehicle owner. Parking for the Licensee and any other occupants of the Parkside building, their staff, clients and guests will be confined to the surfaced parking areas in existence as of the date of execution of this License.

43. Intentionally left blank.

44. REMEDIES. The rights stated in this License are cumulative and not in limitation of any rights of the County or the Licensee, or otherwise available at law or in equity, all of which are expressly reserved.

45. ACKNOWLEDGMENT OF AUTHORITY. The County acknowledges that it has the power and the authority to enter into this License and that no consent from

the Board is required in connection with the execution and delivery of this License Agreement by the Parties .

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

By: *Adrianne Cramer*

COUNTY:

Montgomery County, Maryland

By: *Fariba Kassiri*
Fariba Kassiri, Deputy
Chief Administrative Officer

Date: 2/3/23

LICENSEE:

Rockville Daycare Association, Inc.

By: *Jamie Brown*
Jamie Brown, Director

Date: 12/20/2022

APPROVED AS TO FORM &
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

RECOMMENDED

By: *Neal Anker*
Neal Anker
Associate County Attorney

By: *Cynthia Brenneman*
Cynthia Brenneman, Director
Office of Real Estate

Date: 1/31/2023 Date: 1/31/2023