

LICENSE AGREEMENT

MOCO KIDSCO, INC.

t/a KID MUSEUM, INC.

DATE: May 15, 2014

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License"), made this 15th day of May, 2014, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and MOCO KIDSCO, INC, a non-profit Maryland corporation t/a KID Museum, Inc. (the "Licensee"), (the County and the Licensee are together referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the County is the owner of fee simple title in the building known as the Davis Library located at 6400 Democracy Boulevard, Bethesda, Maryland, 20814 (the "Building"), and

WHEREAS, the Licensee's desire is to provide highly interactive programs for families and children designed to spark their interest in Science, Technology, Engineering and Math ("STEM") disciplines that will inspire innovative thinking and encourage exploration and appreciation of the diverse cultures represented in Montgomery County and around the world (the "KID Museum Program"), and

WHEREAS, the County has determined that the Licensee's program furthers the County's library programs and will serve the public interest, and

WHEREAS, the County entered into a Contract for Service with the Licensee to provide for the above referenced program, and

WHEREAS, the Licensee has agreed to provide the services set forth in the Contract for Service and the County has agreed to enter into a license with Licensee to access and utilize a portion of the lower level of the Building as more particularly defined in this License for this purpose, and

In consideration of the covenants contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows:

1. LICENSED PREMISES: The County does hereby grant Licensee the privilege, license and right to a portion of the lower level of the Building, including the kitchen, staff bathroom facilities and the room closest to the entry doors as shown located on **Exhibit A** (the "Licensed Premises"), which is attached to this License for the exclusive purpose of the Licensee providing services, which include utilization of the space for the KID Museum Program, KID Museum administrative offices, and, at the option of KID Museum, a KID Museum retail area (as more fully described in the Contract for Service as attached to this License as **Exhibit B** (the "Contract").

2. LICENSE TERM: The License Term shall commence on the date the Licensee occupies or begins renovations at the Licensed Premises and shall continue through the expiration of the Contract, and any extensions of the Contract, unless sooner terminated pursuant Paragraph 3, below.

3. EARLY TERMINATION: It is agreed between the Parties that this License may be terminated at any time during the License Term or any extension of the License Term by any of the Parties by giving thirty (30) days written notice of the termination to the other Party. If the Licensee is removed as the provider under the Contract this License shall automatically terminate on the date of termination of the Contract. The County is under no obligation to provide alternate space for Licensee and is not responsible for any moving costs or any expenses incurred by Licensee to relocate or move whether such move or relocation is the result of termination or any other reason.

4. LICENSE FEE: In consideration of services provided by the Licensee as set forth in the attached Contract, and for the rights and obligations provided for in this License, Licensee shall pay One Dollar (\$1.00) per year. All payments are to be made in advance on the first day of the Term, 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 9464, Gaithersburg, Maryland 20898-9464.

5. USE OF LICENSED PREMISES: Licensee covenants and agrees that the Licensed Premises shall be used to provide services, including utilization of the Licensed Premises for the KID Museum Program, KID Museum's administrative offices, at the option of KID Museum, a KID Museum retail area and the right to use the Building to access the Licensed Premises, all more fully described further in the Contract (the "Permitted Use"). Licensee agrees to ensure compliance with all licensing and operational requirements regulating the use of the Licensed Premises therein described. Licensee shall be responsible for obtaining all licenses and certifications required by State, Federal, and County law to operate the KID Museum Program as defined in the Contract. Failure to obtain and maintain any certifications and licenses required under State, Federal, or Local law to operate the KID Museum Program as defined in the Contract will constitute a breach of this License. Licensee will use and occupy the Licensed Premises during the License Term for no purpose other than the use as specified in the Contract. Licensee hours are not required to be concurrent with those of the Building. Licensee, its employees, contractors and agents shall have the right of access to the Licensed Premises during 24 hours a day, 7 days a week. Licensee shall have the right, with advance notice given to the County and at reasonable times agreed to by the County, to host KID Museum fundraising and development events at the Licensed Premises, provided parking for library patrons is not compromised by such events.

6. ASSIGNMENT: The Licensee shall 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.

7. CONDITION OF LICENSED PREMISES: Licensee accepts the Licensed Premises in "as is" condition. Subject to Sections 8 and 10 below, Licensee agrees to maintain the Licensed Premises in good condition and free of clutter throughout the License Term. Licensee acknowledges and agrees that at the end of the License Term, the Licensed Premises shall be returned to the County in good condition, reasonable wear and tear and damage due to casualty excepted.

8. ALTERATIONS AND IMPROVEMENTS:

A. As set forth in the Contract, the Licensee, using its own contractor(s), which contractors must be approved by the County, which approval shall not be unreasonably withheld or delayed, may make reasonable renovations to the Licensed Premises, including, without limitation, possible removal of the ceiling tiles, installation of plywood floors, painting (beyond painting necessary to remove the shelving and repaint the interior walls) and installation of an upgraded security system. All such alterations shall be at Licensee's sole cost and expense. The Licensee shall not undertake any such alterations, changes or improvements to the Licensed Premises, during any part of the License Term, without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. Once the County's consent has been obtained, Licensee shall be responsible for the acquisition of any and all necessary permits and for the observance of all building and zoning ordinances and regulations then in effect. Failure to adhere to any previously approved plans, applicable ordinances or regulations shall be deemed to be a breach of this License.

B. The County's Approval and Inspection: In order to secure the County's approval of any structural alterations or improvements, Licensee shall submit to the County plans and specifications clearly setting forth the work to be performed. The County shall respond in writing within thirty (30) days from receipt of plans and specifications. The County shall inspect the Licensed Premises upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes and regulations. In the event that the completed work is not reasonably satisfactory to the County, Licensee shall undertake any necessary corrections, at Licensee's risk and expense.

9. LIENS: Licensee shall not do or suffer anything to be done whereby the Licensed Premises shall be encumbered by any lien, including mechanic's liens. Licensee expressly covenants and agrees that it will, during the term hereof, within sixty (60) days after the filing thereof, promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon the Licensed Premises or any portion thereof by reason of or any act or omission on the part of Licensee, and hereby expressly agrees to save and hold harmless the County from and against any such lien or claim of lien. In the event any such lien does attach, or any claim of lien is made against said Licensed Premises, and shall not be thus released within said sixty (60) day period, the County, in its sole discretion (but nothing herein contained shall

be construed as requiring it so to do), may pay and discharge the said lien and relieve the said Licensed Premises from any such lien, and Licensee agrees to pay and reimburse the County upon demand for or on account of any expense which may be incurred by the County in discharging such lien or claim.

10. SERVICES AND OPERATING EXPENSES:

A. By County: Subject to annual appropriation, County agrees to provide within the Licensed Premises at the same level afforded to other County library facilities, at County's sole cost and expense the following:

i. General maintenance, including but not limited to: changing filters in HVAC equipment; exterior window cleaning; lawn maintenance, including grass mowing; general grounds keeping including mulching, trimming of shrubbery and trees; snow and ice removal from sidewalks adjacent to the Licensed Premises, from parking areas and driveway; gutter cleaning and light bulb replacement

ii. Repair or replacement of HVAC, mechanical, plumbing, fire and life safety and electrical systems;

iii. Maintain and repair the common areas of the Building, the exterior walls of the Building, exterior windows of the Building, any structural components of the Building, the roofing and gutters.

iv. Custodial services for the public restrooms on the lower level, the meeting rooms, central hallway on the lower level, and the book sale storage room, at the same frequency as it provides such services to the Building.

v. Utilities, including electric, gas, fuel oil and water.

vi. Pest control.

vii. Fire Extinguisher service and replacement, as necessary.

viii. Access to and use of the Building's trash dumpster, and Recycling containers.

ix. General building security, including access control. This does not extend to personal security services or upgraded security to protect the contents of the Licensed Premises.

B. By Licensee: Licensee, at Licensee's sole cost and expense, shall provide:

i. its own telephone and Internet Service.

ii. activity clean up and set up.

iii. custodial services in the Licensed Premises.

iv. management and replacement of any lighting equipment added to the space beyond the lighting provided and maintained by the County in Section 10A., above.

v. Upon notice from the County, the Licensee will be responsible for payment of any increase in cost for emptying of the Building's trash dumpster or recycling bins, if the activities of KID Museum cause the County to have to increase the frequency of trash and recycling collection beyond that currently in place for the Building.

vi. Upgraded or additional security equipment or resources necessary to protect the contents of the Licensed Premises.

Notwithstanding the obligations of the County regarding certain maintenance, Licensee will be responsible for damage to the contents of the Licensed Premises due to the willful or negligent acts of Licensee, Licensee's employees, patrons, or agents. In the event of such damage, the Licensee shall immediately make the necessary repairs or replacement to the reasonable satisfaction of the County, at Licensee's sole cost and expense or, if not done in a timely manner by Licensee, the County shall make such repairs or replacements for which Licensee shall promptly reimburse the County. A summary of such repairs shall be transmitted quarterly to the Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850, Attention: Director of Real Estate.

11. FURNITURE, FIXTURES AND EQUIPMENT: At the termination of this License, Licensee must deliver to the County the Licensed Premises in good, clean condition, reasonable wear and tear excepted. All items which are attached to the Licensed Premises, or are a part of the Licensed Premises systems at the time the Licensed Premises is delivered to Licensee, shall remain with the Licensed Premises. Any personal property remaining within the Licensed Premises after termination of the License and after Licensee has had thirty (30) days to remove such personal property, shall become property of the County. The County shall dispose of any such property in the manner it deems appropriate.

12. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Insurance Requirements:

i. 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) for bodily injury and property damage including Contractual Liability, Premises and Operations, Independent Contractors, Personal Injury and fire liability 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, 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*

iii. Licensee agrees to obtain and maintain, an All-Risks Property Policy during the License Term and any renewal terms to protect the full replacement value of all contents of the Licensed Premises and all interests of Licensee, the County and the Property of Others against any loss relating to the Licenses Premises. Any deductibles under this policy shall be funded by the Licensee. The County does not provide any coverage for the Licensee's owned contents and improvements to the Licensed Premises. County shall be named as a loss payee.

B. Additional Insured: The Licensee's Liability Policies must list Montgomery County, Maryland as an additional insured and all insurance policies obtained by the Licensee as required by this License Agreement must provide that the Licensee gives the County written notice of amendment, cancellation, termination or non-renewal, as provided by Licensee's policy provisions. The Licensee must provide on an annual basis evidence that is satisfactory to the County of the insurance coverages required under this License Agreement and if requested, copies of policies.

C. Certificate of Insurance: The Licensee must, within forty-five (45) days from execution of this License Agreement, deliver to the County a certificate(s) of insurance and copy of policies evidencing the coverage 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. The Licensee has the obligation to assure that the County always has a valid Certificate of Insurance and complete copies of the policies.

D. 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, its agents, or employees as a result of such casualty occurrence. The Licensee waives and releases all right of recovery which it might otherwise have against the County 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.

E. County's Insurance: The County will maintain its normal fire and liability insurance on the Licensed Premises. The County reserves the right to self-insure.

13. HOLD HARMLESS. The Licensee agrees to indemnify and hold harmless and pay for the defense of the County from any and all claims of liability,

actions, damages and expenses, including, but not limited to, reasonable attorneys fees and litigation costs, arising out of or related to the Licensee's use and possession of the Licensed Premises, from any breach of this License by the Licensee, or from any claim, action, damage, liability or expense occasioned wholly or in part by any negligent act, errors or omission of the Licensee, its agents, contractors, guests or employees, except such negligence as may be occasioned by the acts or omissions of the County, the County's employees, agents and contractors in which case the County agrees to indemnify and hold harmless Licensee. Licensee further specifically agrees to hold the County harmless and pay for the defense of the County from any claim of liability made in connection with any construction or installation of equipment by the Licensee within the Licensed Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Leased Premises hereinabove described.

Any obligation or liability of the County arising in any way from this License Agreement is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, et seq. (2013 Repl. Vol.) (the "LGTCA"); Md. Code Ann. Art. 25A, § 1A (2011 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2013 Repl. Vol.), (together the "County Indemnification Statutes"), all as amended from time to time. Any indemnification given by the County in this License Agreement is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.

14. RESPONSIBILITIES OF LICENSEE: Licensee covenants and agrees as follows:

A. Licensee shall 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 Paragraph 5, above. Any such increase in the insurance rate due to the above, or due to Licensee's operations within the Licensed Premises, shall be borne by Licensee. Licensee shall 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, and Licensee, upon receipt of the same in writing, agrees to 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. Licensee shall not proceed with any work in the Licensed Premises that use any unusual or hazardous materials in the performance of the same without prior consent of the County.

B. Licensee shall not use or allow the Licensed Premises or any part thereof 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.

C. Licensee shall not place upon the Licensed Premises any placard, sign or lettering, without written approval from the County. So long as the County's prior written consent is obtained, and at Licensee's sole expense, Licensee may place its corporate identification signs on or near the front entrance to the Licensed Premises, and directional signs at entry points to the Building.

D. Licensee acknowledges that all responsibilities of Licensee relating to the use or misuse of the Licensed Premises and anything therein shall be construed to include use or misuse thereof by Licensee's agents and employees, guests and invitees.

E. Licensee shall not have animals in or about the Licensed Premises. This provision does not limit Licensee or Licensee's clients' rights to have bona fide service animals on the Licensed Premises. 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. Licensee, upon receipt of the same in writing shall comply with all reasonable rules and regulations with regard to the use of the Licensed Premises that may be from time to time promulgated by County, and any violation of said rules and regulations upon the expiration of any applicable notice and cure period shall be deemed to constitute a violation of this License. It is understood that such rules and regulations shall not unreasonably interfere with or prevent the intended uses of the demised premises as set forth in this License. County shall not discriminate against Licensee in the enforcement of any rule or regulation. If there shall be a conflict between this License and rules and regulations, the terms of this License shall govern.

G. Licensee must maintain in good condition any trade fixtures in the Licensed Premises.

H. Licensee must require and assure that all entrance doors in the Licensed Premises shall be closed and locked when the Licensed Premises are not in use. No additional locks or bolts of any kind shall be placed upon any of the entrance or interior doors by Licensee nor shall any changes be made in existing locks or the mechanisms thereof unless consented to by the County. Licensee shall, upon the termination of its tenancy, restore to the County all keys, key cards, identifications cards of the Building, Licensed Premises and bathrooms, either furnished to, or otherwise procured by, the Licensee, and in the event of the loss of any keys so furnished the Licensee shall pay to the County the cost thereof.

I. All occupants of the Licensed Premises shall be informed as to the safe and proper operation of all equipment in the Licensed Premises.

J. The Licensee is responsible for on site management of the Licensed Premises.

K. The Licensee must not strip, overload, damage, or deface the Licensed Premises or any part of the Building of which the Licensed Premises are a part, including, but not limited to, hallways, stairways, or elevators.

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 and the Contract. 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 Building of which the Licensed Premises are a part.

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

15. DESTRUCTION OF LICENSED PREMISES: In the event of damage to or destruction of the Licensed Premises or any part of the Licensed Premises by fire, storm, flood or other casualty which would make it impossible for Licensee to conduct the KID Museum Program or if insurance proceeds are not sufficient to correct such damage, this License shall automatically terminate and the Parties shall be discharged from all responsibilities arising under this License.

16. DEFAULT: Licensee shall be considered in default of this License and the County may terminate this License 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 Licensee, or for the appointment of a receiver or trustee of Licensee's property;

iii. The making of any assignment for the benefit of Licensee's creditors;

iv. The abandonment of the Licensed Premises by Licensee;

v. Any default or breach of the terms and conditions of the Contract which is not cured prior to the expiration of any applicable notice and cure period;

vi. Use of the Licensed Premises by the Licensee or with the consent of Licensee, for uses other than the Permitted Uses; and

vii. The intentional use of the Licensed Premises by Licensee or by

Licensee's agents, employee, contractors, or guests, for any unlawful purpose.

17. ACCESS: Licensee shall allow County and County's employees or agents to have access to the Licensed Premises at all reasonable times for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work required to be performed by County, or which County considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Licensed Premises. If after hours, such employees shall provide KID Museum with reasonable notice. Unless in the case of an emergency, County employees shall not have access to KID Museum's administrative office without KID Museum's express consent.

18. SURRENDER OF POSSESSION: Licensee covenants and agrees, at the expiration or other termination of this License, to remove all goods and effects from the Licensed Premises not the property of County, and to yield up to the County the Licensed Premises and all keys, locks and other fixtures connected therewith (except property belonging to Licensee), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Licensee is not herein expressly made liable excepted. Subject to the terms of this License Agreement to the contrary, Licensee shall pay for all damages to the Licensed Premises, its fixtures, and appurtenances, as well as all damages sustained by Licensee or occupants of the Licensed Premises due to any waste, misuse, or neglect of said Licensed Premises, its fixtures, and appurtenances, by said Licensee, its employees, or any other person or persons upon the Licensed Premises by Licensee's permission.

19. NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES: Licensee shall give to the County prompt verbal notice of accidents in or damages to the Licensed Premises, and, within forty-eight (48) hours, the Licensee shall follow-up with a detailed written report of such accidents or damages.

20. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that Licensee, at Licensee's expense, shall promptly comply with, observe and perform all of the requirements of all of the applicable statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, or any municipality in which the Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office (the "Applicable Laws"). In no event shall Licensee be liable for any violations of Applicable Laws with respect to the Licensed Premises which are not existing as of the Commencement Date. The County shall be required to ensure that the Building and the land upon which the Building is located are in compliance with all Applicable Laws.

21. 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.

22. NON-DISCRIMINATION: The Licensee agrees to comply with the non-discrimination in policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2004), as amended, as well as all other Federal, state and local laws and regulations regarding discrimination. By signing this License, 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.

23. PUBLIC EMPLOYMENT: The Licensee understands and agrees that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code 2004, 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.

24. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and shall be deemed to be effective when received or refused by the addressee. Notices to the respective Parties shall be addressed as follows:

COUNTY:

Montgomery County, Maryland
Department of General Services
Office of Real Estate
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

And

Montgomery County Public Libraries
Office of the Director
21 Maryland Avenue, Suite 310
Rockville, Maryland 20850
Attn: Director

LICENSEE:

MOCO Kidsco, Inc. (KID Museum)
7979 Old Georgetown Road, 10th Floor
Bethesda, Maryland 20814
Attn: Executive Director

With a copy, that does not constitute Notice to:

Jill Chessen, Esq.
7715 Oldchester Road
Bethesda, Maryland 20817

25. RESIDENT AGENT: The Resident Agent for the Licensee is Cara Lesser and the address for receipt of notices and service of process is 8610 Ridge Road, Bethesda, Maryland 20817. Licensee must immediately notify County of any change in resident agent or address as provided herein.

26. 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 Licensed Premises by the Licensee, its agents, contractors or employees or guests.

27. 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 for the services specified 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.

28. AMERICAN DISABILITIES ACT REQUIREMENTS: County and Licensee agree that any future modifications made to the Licensed Premises shall be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility requirements in Federal, State, and County Laws and regulations. Licensee must obtain all required permits prior to making any modifications to the Licensed Premises and must comply with all applicable Building and Safety Codes.

29. EMINENT DOMAIN: The Licensee is not entitled to any condemnation award granted to the County 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 County any capital expenditures for improvements and betterments made by the Licensee to the Licensed Premises at the Licensee's expense.

30. 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.

31. 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.

32. 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.

33. 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.

34. CLAIMS: Should any controversy arise by and between the Parties concerning any of the terms and conditions contained in this License, each of the Parties hereby knowingly, voluntarily and intentionally waives its right to a jury trial and freely elects to be tried by a court of competent jurisdiction without a jury in the Montgomery County, Maryland where the Licensed Premises is located.

35. PARKING: The Licensee has no dedicated parking facilities under this License Agreement.

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

COUNTY:

LICENSEE:

Ramona Bell-Pearson Date: 5/15/14 Clessie Date: 5/14/14

Ramona Bell-Pearson
Assistant Chief Administrative Officer

Name: CALA LESSER

Its: CEO

Approved for Form and Legality
Office of County Attorney

Alal Meyer

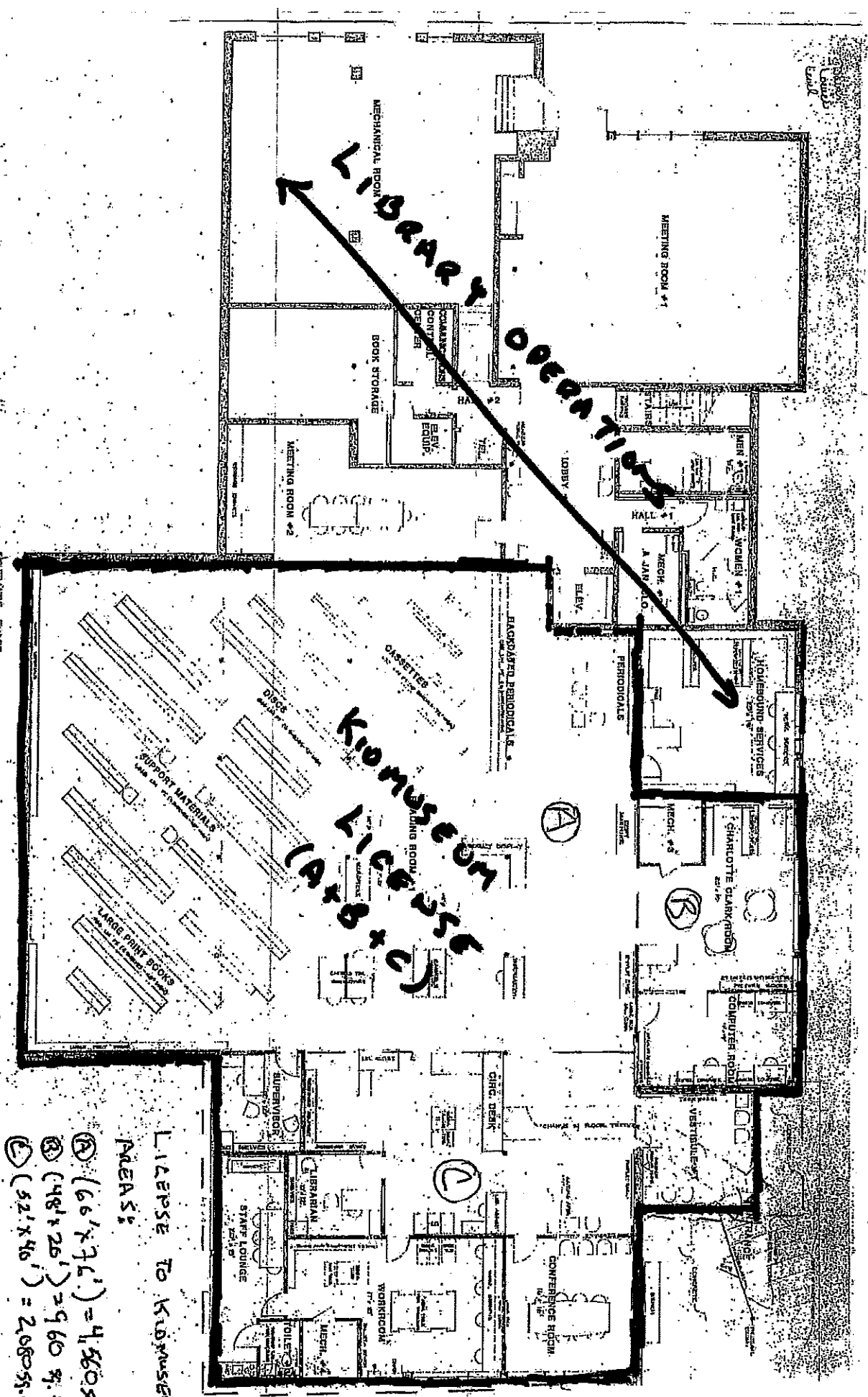
Date: 7/7/14

Recommended
Office of Real Estate

Cynthia Breneman
Cynthia Breneman, Director of Real Estate

Date: 5/17/14

SCHEMATIC SPACE
 LAYOUT FOR THE TRANSFORMED
 DAVIS LIBRARY
 LOWER LEVEL



LICENSE TO KIDMUSEUM
 PLEASE:
 (A) (66' x 76') = 4,560 sq. ft.
 (B) (48' x 26') = 960 sq. ft.
 (C) (52' x 46') = 2,080 sq. ft.
 TOTAL = 7,600
 sq. ft.

EXHIBIT A
 TO LICENSE



Contract # DPO 1041639

MOCO Kidsco, Inc.
t/a KID Museum
7979 Old Georgetown Road, 10th Floor
Rockville, Maryland 20814

Montgomery County, Maryland
Department of Public Libraries
21 Maryland Avenue, Suite 310
Rockville, MD 20850

This Contract for Services (this "Contract") is entered into between Montgomery County, Maryland (the "County") and MOCO Kidsco, Inc. t/a KID Museum ("KID Museum" or "Contractor"), 7979 Old Georgetown Road, 10th Floor, Rockville, MD 20814.

Section I. Background

- A. MOCO Kidsco, Inc., t/a KID Museum, Kids International Discovery Museum, is a non-profit corporation duly organized under the laws of the State of Maryland. KID Museum is an emerging children's museum that will offer highly interactive exhibits and programs to inspire innovative thinking and global citizenship. KID Museum's focus is on children ages 6-12 and three core programmatic themes: (1) international culture, (2) science, technology, engineering, art, math (STEAM), and (3) social responsibility. The mission of KID Museum is to cultivate creativity, curiosity and compassion through playful exploration of the world.
- B. This Contract will be coterminous with that certain License Agreement between the County and the Contractor dated as of even date herewith (the "License Agreement"), attached hereto as Attachment A, that will provide the Contractor with access to and use of the County's Davis Library lower level (the "Lower Level") for a three year period of time.
- C. KID Museum is raising funds for and planning for the establishment of an independent, permanent site in Montgomery County for a museum focused on the mission described above, in Paragraph A. A central feature of KID Museum's planned permanent home will be a "Makers' Studio" -- a 21st century creative workshop with family-oriented, high-quality "do-it-yourself" activities that encourage hands-on innovation and inquiry-based exploration.
- D. The County has recognized the unique nature of the Contractor's museum effort, and has provided funds for the planning and implementation of a comprehensive fundraising plan for the purpose of developing KID Museum in Montgomery County and to fund staff and

staff development of STEAM programming for KID Museum. This recognition has been made per Council Resolution 17-762, adopted on May 23, 2013, designating KID Museum for non-competitive contract award status, as implemented via Montgomery County Contract # 1028644.

- E. The County owns and operates the Davis Library which is located at 6400 Democracy Blvd. Bethesda, MD 20814. KID Museum desires to occupy the Lower Level to create a vibrant educational and cultural resource for children and families across the socio-economic spectrum that sparks passion for learning and engages children in becoming compassionate and creative leaders of the future, while it fundraises for its own permanent facility to be located in Montgomery County.
- F. The “Maker” and STEAM programming offered by KID Museum is a nationally supported learning style found in library systems, school systems, recreation departments, and other organizations dedicated to learning and skills development throughout the country.
- G. Montgomery County Public Libraries (MCPL) offers “Maker” programs at select library branches, subject to the limitations of its resources and competing service needs of MCPL customers. MCPL has sufficient staffing at the Davis Library branch to provide library services on the upper floor of the branch, and administer use of public meeting rooms on the lower level of the library branch. This leaves a space of approximately 7,600 square feet in the Lower Level that is suitable for the provision of public services, but for which MCPL does not have sufficient staff to consistently provide services.
- H. The programming that can be offered by KID Museum in the Lower Level is complementary to MCPL’s programming and other public library services efforts in support of lifelong learning for Montgomery County residents, and particularly in the pursuit of supporting STEAM learning and programming activities. Therefore, the County has determined that KID Museum’s program is the only program that furthers the County’s current library programs and will serve the public interest, in an immediate time frame, at the Davis branch.
- I. The space provided by the County to KID Museum will allow KID Museum to provide programming which will offer opportunities for children and families to experiment with tactile materials such as wood, fabric, paper and recycled materials in combination with new technologies including, electronics and digital arts. The space would also allow KID Museum to begin prototyping activities for its Maker Studio, deploying an iterative design process to test and refine its programming. MCPL will be able to use this joint programming as a model from which to develop STEAM programming in other branches in the library system, ; provided however MCPL can not replicate the trademarked Maker Playground concept without KID Museum's express written consent.

Section II. Scope of Services

A. KID Museum must provide programs that are available to all Montgomery County Public Libraries customers; provided however, some programs may require advance registration. Contractor must commence programming no later than 6 months after the execution of this Contract. KID Museum's programming focus will be on children ages 6-12 and will have three core programmatic themes: (1) international culture, (2) science, technology, engineering, art, math (STEAM), and (3) social responsibility. Programs must be offered in the following minimum quantities within three months of the commencement of programming:

1. Two sessions per day of no less than two hours in length, with a minimum capacity of 25 participants per session, offered at least 3 weekdays per week, for a total of six sessions per week, Monday – Friday.
2. Two sessions per weekend no less than two hours in length, with a minimum capacity of 25 participants per session, offered on at least one weekend day per weekend (Saturday or Sunday), for a total of two sessions per weekend (Saturday or Sunday).

B. Program sessions in a single week may be cancelled by KID Museum in the event of inclement weather or other unforeseen circumstances. KID Museum must notify the County of such cancellations in as timely a manner as circumstances permit. Program sessions must be cancelled by KID Museum if the County closes the Davis Library branch due to inclement weather, facility issue, or any other unforeseen circumstance.

C. A permanent change or multiple week exception to the weekly minimum quantities of programming described in Paragraph A, above, may be made if both parties agree in writing to a change. The party requesting the change must make their request in writing to the other party no later than 45 calendar days prior to the beginning of the requested change or exception. The party receiving the request must respond to the request within 25 calendar days of receipt of the request for change.

D. The County and KID Museum must meet on a quarterly basis to discuss the operation of the programming provided by KID Museum at the Davis Library.

E. The programs offered by KID Museum at the Davis Library will generally be presented as described below. The program content and presentation may be adjusted by mutual agreement of KID Museum and the County, via email exchange and/or in person discussions at the quarterly meeting.

KID Museum shall, unless otherwise agreed, provide programming in three key areas:

1. *Electronics:* Program participants will explore a variety of conductive materials to build circuits. A child or family may work on a small vibrating robot that draws on a surface, form a conductive sculpture out of malleable conductive materials, or design a series of light patterns with LEDs. Electronics activities will give program participants the opportunity to learn how to solder, how to reverse engineer electronic devices, and re-use parts from broken consumer electronics.

2. *Fabrics and Sewing*: Program participants will learn both machine and hand sewing techniques, creating unique wearable objects, functional objects or abstract forms in cloth, fused plastic, and a variety of other materials. Children and families can learn how to follow patterns and measure with traditional fabric experiences and also learn how to prototype and innovate with new e-textiles and sewable micro-controllers.

3. *Building Structures*: Program participants will learn how to use and play with a variety of construction materials as a means to understanding basic physics and materials science. Children and families will learn techniques for joining materials (gluing, nailing, riveting, taping) and shaping things (cutting, sawing, whittle, drilling). Projects could include the design and construction of functional shelters made from wood or whimsical immersive environments made of cardboard.

Part of the space provided to KID Museum via the License Agreement may be reserved as “gallery space” to showcase recent projects and exhibits.

Nothing in this Contract is intended to prohibit KID Museum from programming beyond the minimum requirements described in this Article II, Scope of Services, nor does it prohibit KID Museum from offering other types of programs, such as rotating workshops for different age groups (ages 5 and up), or holding “open making” sessions where families with children can drop in for informal “making” activities.

F. KID Museum must provide a sufficient number of suitably trained personnel to safely conduct its activities and secure the space in which it operates.

G. KID Museum may conduct administrative activities in the space provided by the County for KID Museum’s use as described in this Contract and in the License Agreement. KID Museum’s administrative activities may include volunteer and paid staff time for marketing and outreach, program development and fundraising.

H. KID Museum may charge program participants a reasonable admission fee to cover materials and other operating expenses of the programs provided by KID Museum in the space provided by the County. If fees are to be charged, KID Museum must first propose the fees to the County in writing. The initial fee proposal is \$8.00. KID Museum may also sell special items relating to the activities they are conducting pursuant to this Contract so children and families can continue to learn and explore on their own. Any subsequent permanent change or temporary exception to fee structures for admission and special items, must be approved by the County before they may be implemented by KID Museum. KID Museum must make these requests in writing to the County no later than 45 calendar days prior to the beginning of the requested change or exception. The County will respond to the request within 21 calendar days of receipt of the request.

I. KID Museum must inform the County in advance of any changes to the KID Museum organization that would alter the mission of the KID Museum. Notification should be provided 30 days in advance, or as soon as reasonably practical given the circumstances.

J. KID Museum hours are not required to be concurrent with those of the Davis Library; however, KID Museum visitors will not have access to the Davis Library upper level when Davis Library is closed. KID Museum must take all necessary precautions to ensure that their operations do not compromise the security of the Davis Library.

Section III. Compensation

- A. In exchange for the License Agreement, and a payment of \$1,236.30 per year, KID Museum must provide programming to Montgomery County Public Library customers as described in this Contract. KID Museum must use the premises described in the License Agreement solely for the purpose of developing and providing KID Museum activities and programming described in this Contract and for housing its administrative offices, including in the Lower Level in order to further its goal to establish an independent, permanent site in Montgomery County for KID Museum. KID Museum must sign the License Agreement and comply with its terms during the operation of this Contract. A breach of the License Agreement by the Contractor may result in a termination of this Contract for default.
- B. KID Museum will invoice MCPL for the amount of \$1,236.30, within 30 days of the end of each year of this Contract (for purposes of this section, the contract year will end one year after the commencement date of this Contract). The invoice must document the number of programs conducted during the contract year and the attendance at those programs.

Section IV. Term and Early Termination

- A. The term of this Contract begins upon the date of signature by the Director, Department of Public Libraries and Contractor and continues for a period of three (3) years. The Contractor must not occupy the Lower Level prior to the signature execution of the License Agreement by the County's Chief Administrative Officer or designee. Before this Contract term ends, the Director of Libraries may (but is not required to) renew this Contract if the Director of the Department of Public Libraries determines the renewal is in the best interest of the County. The Director of the Department of Public Libraries may renew this contract one time, for one-year, provided that the License Agreement is also renewed at this time by the County for the same one year period of time and provided that KID Museum agrees to such extension.
- B. This Contract may be terminated at any time during the contract term or any extension of the contract term by either of the Parties by giving, 120 days written notice of the termination to the other Party. The written notice will state the reasons for early termination of the Contract.

- C. The term of this Contract is to be coterminous with the License Agreement. If this Contract is terminated, the License Agreement for the Lower Level at Davis Library shall also automatically terminate on the date of termination of this Contract. If the License Agreement is terminated, this Contract shall also automatically terminate on the date of termination of the License Agreement. In the event of termination of this Contract or the License Agreement for any reason, the County is under no obligation to provide alternate space for KID Museum and is not responsible for any moving costs or any other expenses incurred by KID Museum to relocate or move whether such move or relocation is the result of termination or any other reason.
- D. Upon the termination of this Contract, KID Museum must vacate the space described in this Contract and the License Agreement at the Davis Library.
- E. If this Contract is terminated before the initially proposed term of three years, KID Museum will submit a pro-rated invoice to the County for any programming which has been or will be conducted through the date of termination, which has not already been paid for by the County per Section III of this Contract.

Section V. Liability

- A. Nothing herein shall be construed as a waiver of the County's governmental immunity.
- B. Any obligation or liability of the County arising in any way from this Contract is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements provided for in state law, including the Local Government Tort Claims Act. This Contract is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps established by law.

Section VI. Meetings, Reports and Notices

- A. In addition to the quarterly meetings described in Section II, Scope of Services, KID Museum must meet with the County regarding this Contract. The County will schedule a mandatory meeting with KID Museum during the first 30 calendar days after the execution of this Contract, to review operations arrangements and facility preparations. KID Museum must attend any other meeting required by the County at agreed upon reasonable times during the term of this Contract. The County shall provide reasonable notice for such meetings.
- B. KID Museum must provide the County reports that document the programming activity at Lower Level and confirm the resources being deployed to conduct those programs. Reports must be submitted as follows:
 - 1. Initial: Within 30 calendar days of the execution of this Contract, KID Museum must provide their latest approved budget and a statement in writing from the Executive Director or Chairperson of the Board, that the resources

budgeted for operations of programming at the Lower Level comply with this Contract.

2. Quarterly: The Contractor must provide a Quarterly Report describing the programming activity held in the Lower Level described in this Contract, including use of any "walk-in" times or "gallery" visits. This report must include detail on programs conducted, attendance, fees charged, and the outcome or character of any survey data taken of program participants by KID Museum. The Contractor's reports must describe each type of program conducted. The Contractor must submit Quarterly Reports no later than 45 days after the end of each quarter of each County fiscal year.
3. Annual: KID Museum must provide its annual approved budget, its estimated financial activity, balance statement, and budget-to-actuals data, and its audited financial statements to the County during each year in which this Contract is in effect. These reports must be provided to the County within 30 calendar days of their acceptance by the KID Museum Board of Directors.

C. The County's Contract Administrator may request other reports from KID Museum as deemed reasonably necessary by the County. The Contract Administrator will notify the Contractor 60 calendar days in advance of when any additional reports not described in this Contract are requested from the Contractor. The Contractor must reply in writing within 30 days of receipt of such a request confirming that the report can be completed on time, or describing any timing or content issues that they may have with completing the requested report.

D. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and shall be deemed to be effective when received or refused by the addressee. Notices to the respective Parties shall be addressed as follows:

COUNTY:

Montgomery County Public Libraries
Office of the Director
21 Maryland Avenue, Suite 310
Rockville, Maryland 20850
Attn: Director

CONTRACTOR: (prior to their moving into the Davis Library)

KID Museum
7979 Old Georgetown Road, 10th Floor
Bethesda, Maryland 20814
Attn: Executive Director

(after moving into the Davis Library per the License Agreement)

KID Museum
Davis Library, Lower Level
6400 Democracy Blvd.
Bethesda, Maryland 20817
Attn: Executive Director

Section VII. Administration

The Contract Administrator for this Contract will be

Eric Carzon
Department of Public Libraries
21 Maryland Avenue, Suite 310
Rockville, Maryland 20850
240-777-0048

The Contract Administrator has the duties and responsibilities outlined in Paragraph 6, Contract Administration of the General Conditions of Contract Between County and Contractor.

Section VIII. General Conditions and Insurance

The General Conditions of Contract Between County and Contractor ("General Conditions"), are attached hereto as Attachment C, are incorporated herein by reference and made a part of this Contract. The insurance requirements attached to this Contract as Attachment B, which are incorporated into and made a part of this Contract, supersede the insurance requirements contained in Provision 21 of the General Conditions.

Section IX. Priority of Documents

The following documents are incorporated by reference into and made a part of this Contract and are listed below in order of legal precedence in the event of a conflict in their terms:

- (1) This Contract document;
- (2) the General Conditions of Contract Between County and Contractor (Attachment C) including the mandatory insurance requirements (Attachment B); and
- (3) The License Agreement (Attachment A).

[Signature Page Follows]

SIGNATURES

MOCO Kidsco, Inc
t/a KID Museum
7979 Old Georgetown Road, 10th Floor
Rockville, Maryland 20814

Montgomery County, Maryland
Executive Office Building
101 Monroe Street
Rockville, MD 20850

By: Clessa
Cara Lesser, President and Chief Executive Officer

Date: 5.13.14

By: B. Parker Hamilton
B. Parker Hamilton, Director
Montgomery County Public Libraries

Date: 5/13/14

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY.

A. Q. Miller
Signature

Date: 5/12/14

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

TABLE A. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non- owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

*Professional services contracts only

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TABLE B. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

31. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

County – KID Museum Services Contact

**Attachment A (Licensing Agreement) & A.1 (Exhibit A to the
Licensing Agreement, Licensed Premises)**

Attachment B. Mandatory Insurance Requirements

MANDATORY INSURANCE REQUIREMENTS – The Kid Museum

Will teach classes to children (ages 6 – 12) at the Davis Library in Exchange for Space at Library (Separate License Agreement thru DGS)

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

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 the following coverages:

Contractual Liability

Premises and Operations

Independent Contractors

Products and Completed Operations

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
Libraries / Eric Carzon
21 Maryland Ave
Rockville, Maryland 20850