

## SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment ("Amendment") to Lease Agreement is being made this 2nd day of May, 2014, between the MONTGOMERY COUNTY BOARD OF EDUCATION (the "Board"), and MONTGOMERY COUNTY, MARYLAND (the "County"), (the Board and the County together the "Parties.").

WHEREAS, the Parties entered into a Lease Agreement dated January 8, 1999, and the First Amendment to the Lease dated December 21, 2009 (the "Lease") for a portion of land which the Board has fee simple title to, located at the Brooke Grove Elementary School, where the County has a modular building for the operation by the County of a child care center, more specifically located at 18303 Brooke Grove Road, Olney, Maryland, 20832, in Montgomery County, Maryland (the "Leased Premises"); and

WHEREAS, the Lease Term expires on June 30, 2013; and

WHEREAS, the Parties has agreed to extend the term of the Lease for an additional five (5) years;

WHEREAS, the Parties hereby elect to extend the Lease, subject to certain terms and conditions agreed upon by the Parties as follows:

NOW THEREFORE, for the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Unless otherwise set forth in this Second Amendment to Lease, all capitalized terms shall have the same meanings as set forth in the Lease.

2. Extended Term: Effective as of the date hereof, the Lease Term shall be extended for an additional five (5) years, commencing July 1, 2013 and terminating June 30, 2018, and is hereafter referred to as the "Extended Term".

3. Mailing Notices: Paragraph 26 of the Lease shall be deleted in its entirety and the following shall be added in lieu thereof:

"26. Mailing Notices: All notices required or desired to be given in accordance with this Lease by either party must be given by first class mail with a nationally recognized receipted delivery service, postage prepaid, addressed to the Board or the County, respectively. Notices to the Parties must 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

BOARD:  
Montgomery County Board of Education  
Department of Facilities Management  
45 West Gude Drive, Suite 4000  
Rockville, Maryland 20850

With copy that does not constitute a notice:

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

4. The following provisions are added to the original Lease Agreement Dated 1/8/1999:

28. **NON-APPROPRIATION**: This Lease shall terminate automatically on July 1 of any year for which the Montgomery County Council does not make an appropriation of funds to pay the obligations stated in this Lease. The County shall give Board at least thirty (30) days written notice of the lack of appropriation. The County shall not make or to be entitled to make any claims for reimbursement of any kind, except for prepaid items or as otherwise agreed to in this Lease in writing by the Parties.

29. STATUTORY PROVISIONS: It is understood, agreed and covenanted by and between the Parties that the Landlord and County, as their interests may appear and at their respective expense, will promptly comply with, observe and perform all of the requirements of all applicable Federal, State, County and Local statutes, ordinances, rules, orders and regulations in effect during the Lease Term.

30. MARYLAND SEX OFFENDER LAW: Tenant shall require that any person/contractor/subcontractor who enters a contract with a public or non public school “may not knowingly employ an individual to work at a school if the individual is a registered sex offender,” in accordance with Maryland law. An employer or contractor who violates this requirement may be found guilty of a misdemeanor and if convicted may be subject to up to five years in prison and/or a \$5,000 fine.

31. PESTICIDES USE IN SCHOOLS: The Board has implemented a regulation regarding integrated pest management in schools, labeled ECF-RB, attached hereto and incorporated herein as Exhibit “A” in accordance with the Annotated Code of Maryland, Article – Agriculture. Tenant agrees to comply with the integrated pest management program established for the school within its Leased Premises by following the procedures outlined in the regulation.

32. RECYCLING: All public facilities are required by the Montgomery County Government to recycle 50 percent of all solid waste material generated. The Board has implemented a regulation regarding recycling, labeled ECF-RC, attached hereto and incorporated herein as Exhibit “B.” Tenant agrees to comply with the recycling plan for the Leased Premises by collecting recyclable waste material generated by its operation into appropriate receptacles provided by Tenant for this purpose and pick-up equal to the service standards provided in Montgomery County Public Schools.

33. TEMPORARY SUSPENSION OF USE: Upon at least ninety (90) days prior written notice, Landlord may suspend the Tenant’s use and occupancy of the Leased Premises during summer months (June 15 to August 30), or at other times, if major renovations at the school site will prevent the safe operation of a child care program during the construction period.

34. GENERAL PROVISIONS:

(A) Entire Agreement: It is further understood and agreed that this instrument

contains the entire agreement between the Parties hereto and shall not be modified in any manner except by an instrument in writing duly executed by the Parties hereto.

(B) Rights and Remedies: In addition to any and all rights and remedies specifically mentioned in this Lease, Landlord and County shall have all rights and remedies granted by Law or in equity. Resort to one remedy shall not be construed as a waiver of any other remedy. Failure by Landlord or County to resort to any or all of their respective rights or remedies shall not be considered to be a waiver of such rights or remedies, nor to be acquiescence of any party in any action or default.

(C) Governing Law: The provision of this Lease shall be governed by the laws of the State of Maryland. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby.

This Second Amendment to Lease Agreement is incorporated into the Lease Agreement and shall be deemed a part thereof. All terms and provisions of the Lease Agreement not expressly modified in this Second Amendment shall remain the same and in full force and effect.

SIGNATURE PAGE FOLLOWS

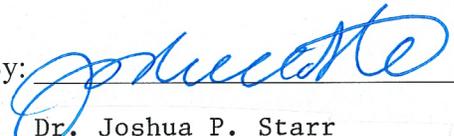
IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be properly executed.

WITNESS:

By: 

BOARD:

BOARD OF EDUCATION OF  
MONTGOMERY COUNTY

By:   
Dr. Joshua P. Starr  
Superintendent of Schools

Date: 5.2.2014

WITNESS:

By: Rebecca S Domaruk

COUNTY:

MONTGOMERY COUNTY, MARYLAND

By: 

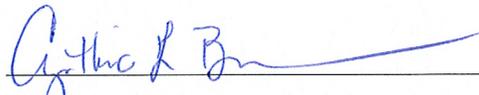
 Ramona-Bell Pearson  
Assistant Chief Administrative Officer

Date: 03/13/14

APPROVED AS TO FORM & LEGALITY  
OFFICE OF COUNTY ATTORNEY

By: 

RECOMMENDED:

By:   
Cynthia L. Brenneman, Director  
Office of Real Estate

Date: 3/5/14

Date: 2/27/14

# REGULATION

## MONTGOMERY COUNTY PUBLIC SCHOOLS

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**Related Entries:**

**Responsible Office:** Chief Operating Officer  
Facilities Management

### Pesticides Use in Schools

#### I. PURPOSE

To establish procedures to implement an integrated pest management program in accordance with the *Annotated Code of Maryland, Article - Agriculture*

#### II. DEFINITIONS

A. *Integrated Pest Management* is the use of combined pest control alternatives, most effective to prevent or reduce to acceptable levels pests and damage caused by pests.

B. *Pesticide* as defined in the law, means any substance or mixture of substances intended for:

1. Preventing, destroying, repelling or mitigating a pest
2. Use as plant regulator, defoliant, or dessicant
3. Use as a spray such as a wetting agent or adhesive

*Pesticide does not include:*

1. An antimicrobial agent, such as a disinfectant, sanitizer or deodorizer, used for cleaning purposes
2. A bait station

C. *Space spraying* means application of a pesticide by discharge into the air throughout an area. It does not include crack and crevice treatment.

#### III. PROCEDURES

A. Contact Person

The Integrated Pest Management Supervisor in the Division of Maintenance will be the contact person and will manage all information on pest control efforts in the school system, including material safety data sheets and product label of each pesticide or bait station that may be used in schools, or on school grounds and site-specific information on pest control activities at each school.

B. Notification by Schools

1. At the beginning of each school year, schools will include notice of the school's integrated pest management system in information to parents. The notice will include the following information:
  - a) A statement that explains the school's integrated pest management system and a list of any pesticides or bait station that may be used in the school building or on school grounds as part of the integrated pest management system
  - b) A statement that:
    - (1) The contact person maintains the product label and material safety data sheet of each pesticide or bait station that may be used by the certified applicator in buildings and on school grounds
    - (2) The label and material safety data sheet is available for review by a parent, guardian, staff member, or student attending the school
    - (3) The contact person is available to parents, guardians, and staff members for information and comment
  - c) The name, address, and telephone number of the contact person
  - d) Instructions for including a parent/guardian or staff member on a pesticide notification list (see Section C)
  - e) Information about the opportunity to provide public comments on the Integrated Pest Management practices of the school system during the a public comments segment of each regularly scheduled Board meeting
2. After the start of each school year, written notification will be provided to each newly employed staff member in the orientation packets or to the

parent/guardian of a student newly enrolled in the new student information packet.

3. Notification Lists

- a. At the start of each school year, each middle and high school will develop a pesticide notification list containing each staff member and parent/guardian of a student attending the school who requests in writing prior notification of a pesticide application made in the school or on school grounds during the school year. Elementary schools are required to notify each parent or guardian of a student attending the school and each staff member regardless of whether they have requested prior notification.
- b. The school will keep the pesticide notification list current and add names upon written request by a parent or guardian of a student attending the school or a staff member.
- c. The school will make the pesticide notification list available upon request to representatives of the Department of Agriculture of the State of Maryland.

C. Pesticide Applications

1. Elementary Schools

At least 24 hours before the pesticide is applied in a school building, or on school grounds, the Integrated Pest Management Supervisor will provide the following information to the school principal who in turn will provide written notification to each parent/guardian and staff member:

- a) Common name of the pesticide
- b) Location of the application
- c) Planned date and time of the application
- d) The following language:

"The Office of Pesticide Programs of the United States Environmental Protection Agency has stated: *Where possible, persons who potentially are more sensitive, such as pregnant*

*women and infants (less than two years old), should avoid any unnecessary pesticide exposure."*

2. Middle or High Schools

The Integrated Pest Management Supervisor will provide information to the school's principal, allowing sufficient time for the principal to notify students and staff. Principals will provide written notification to each parent, guardian, or staff member on the pesticide notification list, post notices at the site of the application and in conspicuous locations such as bulletin boards commonly seen by students and staff, and make an announcement on the school's public announcement system at least 24 hours before the application of a pesticide.

3. Space Spraying of Pesticides

a) Although space spraying of pesticides is not practiced in Montgomery County Public Schools, in the unlikely event that space spraying becomes necessary, the written notification to parents/guardians, staff, and students will be made at least one week before the space spraying.

b) The notice will be on a separate sheet of paper at least 8 1/2 inches by 11 inches in size and shall contain the following information:

- (1) Common name of the pesticide
- (2) Location of the space spraying
- (3) Planned date and time of space spraying
- (4) The following language:

*"The Office of Pesticide Programs of the United States Environmental Protection Agency has stated: Where possible, persons who potentially are more sensitive such as pregnant women and infants (less than two years old) should avoid any unnecessary pesticide exposure."*

- (5) If the pesticide is not addressed in the notice sent at the beginning of the school year, a brief description of the pesticide to be applied

## EXHIBIT "A"

ECF-RB

- (6) A brief description of potential adverse effects based upon the material safety data sheet of the pesticides to be applied
  - (7) The name and telephone number of the Integrated Pest Management Supervisor who is the designated contact person
4. For application on school grounds, the notice of planned date and time of application may specify that weather conditions or other extenuating circumstances may cause the actual date of application to be postponed to a later date or dates.
  5. If the actual date of application is more than 14 days later than the planned date provided in the notice, notice of the application required under this regulation shall be reissued.

### D. Emergency Pesticide Applications

A pesticide may be applied in a school building or on school grounds without prior notification only if an emergency pest situation exists.

In the case of an emergency pesticide application in an elementary school building or school grounds, within 24 hours after pesticide application or on the next school day, the school will provide to each parent, guardian, or staff member:

1. Common name of the pesticide
2. Location of the application
3. Date and time of the application
4. The following language:

"The Office of Pesticide Programs of the United States Environmental Protection Agency has stated: *Where possible, persons who potentially are more sensitive, such as pregnant women and infants (less than two years old) should avoid any unnecessary pesticide exposure.*"

5. A brief description of potential adverse effects based upon the material safety data sheet of the pesticide applied

E. Use of Bait Stations

Before a bait station is used in a school, the Integrated Pest Management Supervisor and/or his staff will place a notice or sign on the door of the room in which the bait station is placed indicating the date of placement, the name of the contact person for additional information including information on potential adverse effects. The notice or sign will remain posted until the bait station is removed.

F. Public Comments

The Integrated Pest Management Supervisor or his designee will monitor and address public comments regarding the Integrated Pest Management program practices of MCPS.

*Regulation History:* New Regulation July 17, 2000.

# REGULATION

## MONTGOMERY COUNTY PUBLIC SCHOOLS

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**Related Entries:**

**Responsible Office:** Chief Operating Officer  
Facilities Management

### Recycling

#### I. PURPOSE

To set forth the process and guidelines for Montgomery County Public Schools (MCPS) staff, students, and other users of school facilities for recycling in accordance with Montgomery County Government regulation

#### II. DEFINITION

- A. *Recycling* is any process by which materials are diverted from a disposal facility and are collected, separated, processed, and returned to the economic mainstream in the form of raw materials or product for reuse.
- B. A *recycling plan* is a plan describing a program for solid waste reduction and recycling.
- C. An *MCPS Site* is defined as any school or facility, including grounds owned or occupied by MCPS.
- D. The *facility administrator* is the principal of a school or the administrator responsible for facilities other than schools.
- E. The *building recycling coordinator* is the individual designated by the facility administrator to coordinate the facility recycling program.
- F. The *recycling material specialist* is the individual assigned to the Division of Maintenance to coordinate material pick up and assist facilities with recycling plan implementation.

#### III. PROCEDURES

All public facilities are required by the Montgomery County Government to recycle 50 percent of all solid waste material generated.

- A. The director of the Department of Facilities Management is responsible for ensuring that the procedures outlined below are properly implemented.
1. Facility administrators for MCPS facilities will designate a building recycling coordinator to complete the following tasks:
    - a) Establish a comprehensive recycling plan for the facility. The facility administrator will endorse the recycling plan and submit a copy to the recycling material specialist prior to September 30 of each school year.
    - b) Form a team of staff, students, and community members to increase awareness of the need to recycle, build school/community support for the program, and provide oversight for compliance with the recycling plan.
  2. Facility administrators will submit the name of the building recycling coordinator and a designated back-up to the recycling material specialist prior to September 15 of each school year.
  3. The recycling material specialist will be responsible for assisting the building recycling coordinator and school-based staff in the implementation and maintenance of recycling programs for MCPS facilities.
  4. The following items without food contamination will be recycled:
    - a) Paper
      - Office/classroom paper
      - Mixed paper
      - Magazines
      - Printer paper
      - Computer paper
      - Fax paper
      - Corrugated cardboard
      - Phone books
      - Newspaper
    - b) Other
      - Aluminum cans
      - Bi-metal (sheet and tin) cans

## EXHIBIT "D"

ECF-RC

Glass bottles and jars  
Plastic containers (must have a neck on them)  
Yard trim (grass, leaves, and brush)

5. The Montgomery County Division of Solid Waste Services (MCDSWS) will assist in the development of recycling plans upon request.
6. MCDSWS will conduct periodic on-site evaluations to monitor the effectiveness of recycling programs and provide assistance for improving recycling efforts. Evaluation results and recommendations will be provided to the school and director, Department of Facilities Management.

*Regulation History:* New Regulation March 10, 2000.