LEASE AGREEMENT BETWEEN MONTGOMERY COUNTY BOARD OF EDUCATION
AND
MONTGOMERY COUNTY, MARYLAND

DATED: 7/29, 2009

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") made this ____ day of _____, 2009__, by and between the MONTGOMERY COUNTY BOARD OF EDUCATION (the "Board), and MONTGOMERY COUNTY, MARYLAND (the "County"), (the Board and the County together the "Parties.").

WITNESSETH

WHEREAS, the Board is the owner of the fee simple title in the property known as the Galway Elementary School, located at 12612 Galway Drive, Maryland, in Montgomery County, Maryland, (the "Galway Elementary School"); and

WHEREAS, the Board has authorized use of a portion of the school for a child care program; and

WHEREAS, Board approves the licensing of a portion of the school to a licensed child care provider ("Licensee") to be selected by County for the sole purpose of operating a child care program; and

WHEREAS, it is the desire and intent of the Parties that such a facility be maintained and operated in accordance with and subject to the terms and conditions as set forth in this Lease.

NOW THEREFORE, in consideration of the above recitals, which are incorporated into the terms of this Lease, and of the mutual covenants contained in this Lease, and of the payment of rent to the Board by the County, and for the good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto mutually agree as follows:

1. LEASED PREMISES: Board hereby leases to the County and the County rents from Board that part of the Galway Elementary School building currently designated as Room 122, containing approximately 1,673 square feet (the "Leased Premises"). The Leased Premises includes the area shown crosshatched on the Exhibit A, which is attached and incorporated into this Lease.

2. TERM: The term of this Lease shall be four (4) years and six (6) months, commencing on January 5, 2009, and expiring June 30, 2013 (the "Initial Term"), unless terminated for cause as provided below before the expiration of such Initial Term. The Rent Commencement Date shall be the date that the Board delivered the Leased Premises to the County, which date was on or about January 5, 2009.

3. RENEWAL OPTION: Subject to the limitations contained in this Lease, the County shall have the option to extend the Initial Term of this Lease for two (2) five-year periods (the "Renewal Terms"). The County agrees to provide written notice to Board as to each renewal of the Lease, in writing, not less than six (6) months before the end of the Initial Term or the then Renewal Term. All of the terms, conditions and covenants in this Lease shall apply during the

Renewal Terms.

4. RENT: Commencing January 5, 2009, the County shall pay to Board for the first year of the Initial Term as reimbursement of operating costs an amount equal to Eleven Dollars and Seventy-Five Cents ($11.75) per square foot of the Leased Premises for an annual cost of Nineteen Thousand, Six Hundred Fifty-Seven Dollars and Seventy-Five Cents ($19,657.75) payable in equal monthly installments of One Thousand Six Hundred Thirty-Eight Dollars and Fourteen Cents ($1,638.14). All payments are to be made in advance on the first day of each month during each Lease Year and shall be payable to Department of Financial Services, Montgomery County Public Schools, 850 Hungerford Drive, Rockville, Maryland 20850. A "Lease Year" shall be the period from July 1 through June 30 of the following year. Beginning with July 1, 2009 and the first of July thereafter during the Term and any Renewal Term, Board will establish a per square foot rate to be paid by the County for each Lease Year, based on the rates charged to joint occupancy tenants in Montgomery County Public Schools ("MCPS").

5. USE OF THE LEASED PREMISES: The Leased Premises shall be used for a licensed child care program and no other use.

6. USE OF OUTDOOR PLAYGROUND AREAS: The County shall have access to the outdoor playground areas adjacent to the Leased Premises when used by the County in connection with its child care program during its normal hours of operations or to any other age-appropriate playground area designated by the building principal.

7. SERVICES: The Board shall provide the services indicated below to the Leased Premises, except on the following days: (i) when the Galway Elementary School is closed; (ii) when 12-month MCPS employees are not required to work; and (iii) when building services are not provided under the terms of this Lease:

A. Facilities maintenance services as follows:
   (i) Routine facility inspections;
   (ii) Preventive maintenance;
   (iii) Repair and replacement of electrical, mechanical, plumbing and structural systems and components installed or constructed as a part of the original child care facility, which includes, but is not limited to, electronic systems, such as fire, security alarm and audio systems; electric lamp replacement; roofs, locks, doors, windows, walls, ceilings, walks, etc; and
   (iv) Refuse removal and disposal.

B. Maintenance, security, sanitizing and utility services as follows:
   (i) Interior cleaning and sanitizing services;
   (ii) Exterior grounds maintenance;
   (iii) 24-hour security services; and
   (iv) Electrical, water, sewage and other utility services.

C. On days when Board is not required to provide such services, and the child care provider/Licensee chooses to continue its use of the Leased Premises it shall do so by contracting directly with the Inter-Agency Coordinating Board ("ICB") for necessary support services whose address is 600 Jefferson Plaza, Suite 300, Rockville, Maryland 20850. It will be the responsibility of the child care provider/Licensee to pay either directly to the ICB or through the County for any additional support services on the days that the Board is not required to provide such services.

8. RESPONSIBILITIES OF COUNTY'S LICENSEE: The County covenants and agrees to include the following responsibilities in its license agreement with the Licensee:

A. The County will not and will require its Licensee not to, not to strip, overload, damage or deface the Leased Premises or hallways, stairways, or other approaches thereto, of said building, or the fixtures therein or used therewith, nor to suffer or permit any waste to, in or upon the Leased Premises or any part of said building.

B. The County will not and will require that its Licensee not keep gasoline or other flammable material or any other explosive in the Leased Premises or in the building of which they are a part which will increase the rate of fire insurance on the building beyond the ordinary risk established for the types of operations above provided to be conducted therein or in violation of Board Regulations and any such increase in the insurance rate due to the above, or the County's special operations carried on within the Leased Premises, shall be borne by the County. The County will not, and will require its Licensee, not to do any act or thing upon the Leased Premises or in or about the building of which they are a part which makes void or voidable any insurance on the Leased Premises or building and County and the Licensee expressly agree to conform to all rules and regulations from time to time established by the Maryland Insurance Rating Bureau, or any other authority having jurisdiction.

C. The County will not, and will require its Licensee not use or allow any one else to use the Leased Premises for any illegal, unlawful, or improper purpose, or for any activity which will constitute a nuisance to adjacent properties or the adjacent neighborhood or disrupt school activities or operations.

D. That all covenants of the County relating to the use or misuse of the Leased Premises and of the property of which they are a part shall be construed to include use or misuse thereof by County's employees.

E. The County will require its Licensee to supervise and conduct its activities in such a manner as to ensure no disruption to the learning environment of the school.

F. The County will require its Licensee to comply with all rules and regulations for the building promulgated from time to time by the Board or at its direction and any violation of said rules and regulations shall be a violation of this Lease.

G. The County will require its Licensee, to the extent the Licensee makes improvements to the Leased Premises, to comply with the Americans with Disabilities Act and all federal, state and local laws regarding providing access and services to disabled persons. The Board agrees that the Leased Premises as delivered to the County will comply with the Americans with Disabilities Act and all federal, state and local laws regarding providing access and services to disabled persons.

H. The County will require the Licensee not to discriminate against children whose parents participate in state or local subsidy programs.

I. The County will require the Licensee to administer its Program in the manner set forth in its written proposal and presentation to the Child Care Selection Committee.

J. The County agrees that the Licensee shall be required to provide its Program in accordance with any and all applicable state, local and federal laws pertaining to the operation of child care centers and must maintain its license or certification to provide such services in accordance with the requirements of the entity issuing such license or certification.

K. The County agrees to, and to require its Licensee to not place upon the Leased Premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by the Board.

L. The County agrees that the Licensee shall be required to not have animals in or about the Leased Premises. This provision does not limit the Licensee or the Licensee's clients, employee's or guest's right to have bona fide service animals on the Leased Premises. The Licensee is solely responsible for the proper care of service animals in the Leased Premises and in keeping the Leased Premises clean and free of debris and waste associated with the care and feeding of service animals.

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

N. The County shall perform any and all obligations under this Lease in a timely manner.

O. The County agrees to repair or require its Licensee to repair any damage, at its sole expense, to the Leased Premises caused by removal of the County's property from the Leased Premises, so that the Leased Premises are in substantially the same condition as at the commencement of the Lease Term, reasonable wear and tear excepted.

P. The County agrees to require that the Licensee provide all paper towels, hand soap and toilet tissue in its restrooms, if included within the Leased Premises.

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

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

S. The County will require the Licensee to conduct all of its operations hereunder in an efficient, safe and careful manner; shall observe such safety precautions and rules in its operations as the Board from time to time may reasonably require. The County shall require its Licensee to maintain an adequate number of employees to supervise and regulate the use of the Leased Premises and shall maintain the Leased Premises at all times in safe and good operating condition and repair.

T. The County agrees that its agreement with its Licensee shall include a provision that gives the County and the Board written authorization to review the records of the Maryland Child Care Administration relating to Licensee's operation as permitted by law.

U. The County shall require its Licensee to provide evidence of insurance coverages as follows:

(i) A policy of comprehensive liability insurance in a company authorized to do business in Maryland and in a form satisfactory to the Board with coverage of not less than One Million Dollars ($1,000,000) liability per person and Two Million Dollars ($2,000,000) for one accident, and property damage of Five Hundred Thousand Dollars ($500,000) for each accident;

(ii) A policy of casualty insurance on the Leased Premises against fire and other casualties; and

(iii) Five Hundred Thousand Dollars ($500,000) auto liability (if Licensee has any company owned vehicles); and

(iv) Workers' Compensation per statute.

All policies shall contain provisions naming the County and the Board as additional insureds, and

shall contain a provision that each said policy shall not be canceled or terminated without forty-five (45) days written notice to the County and to the Board.

V. Licensee must agree to hold harmless the County and the Board from all claims, actions, damages, liability and expenses, including reasonable attorney fees, arising out of any occurrence or occupancy of the Leased Premises or of the exterior use of the building under a license agreement. The Licensee must provide copies of policies or certificates of insurance to the Board's Department of Facilities Management at the address set forth in paragraph 27 of this License and the County's Risk Management Office at 101 Monroe Street, Rockville, Maryland 20850, 15th Floor, Attn: Risk Management, within fifteen (15) calendar days of signing a license agreement.

9. PARKING: Parking arrangements for the Licensee on the school site will be determined by the school principal, building service manager, or other so designated administrative staff. The Licensee will be provided with written information of parking locations and policies, if any. Any vehicles parked at the site shall be at the sole risk of the Licensee or vehicle owner.

10. COUNTY'S IMPROVEMENTS: The County shall be permitted to perform minor remodeling and improvements to the Leased Premises when requested by the Licensee. Before performing any minor remodeling and improvements, the County will obtain formal approval from the MCPS Director of Facilities Management and perform such work in a manner that will not cause any disturbance to the instructional program at the school. Drawings or written plans for the improvements may be required. Improvements are limited to installation of shelving, minor changes in office arrangements, addition of electrical outlets, office repainting, carpet repairs and other non-structural changes. Work performed shall be in accordance with current construction and life safety codes. No structural, electrical or mechanical systems shall be altered without the concurrence of Board, which concurrence shall not be unreasonably conditioned, delayed or withheld.

11. MODERNIZATION OF ENTIRE HOST SCHOOL: The Board and the County agree that if modernization of the entire Galway Elementary School is undertaken by the Board, the Leased Premises shall also be modernized. The County shall share in the design and construction costs on a pro-rata basis, using the gross square footage of the Galway Elementary School as the denominator. The County reserves the option of relocating the child care facility within the host school, as space and other factors allow, for the period during which the school is being modernized. The County and its Licensee will cooperate with the Board on modernization projects by moving as required. The Board must provide the County and its Licensee with not less than 180 days written notice of any approved modernization project so that the parents can make alternate day care arrangements. All costs to provide a child care facility at another public school on a temporary basis shall be borne by the County at the same rates as the County pays at any of the other public schools that the County has day care space.

12. PROPERTY DAMAGE AND LIABILITY INSURANCE:

A. The County and the Montgomery County Board of Education agree to indemnify and hold each other harmless from any liability, damage, expense, cause of action, suits, claims or judgments arising from injury to persons or property or otherwise which arises out of the act, failure to act, or negligence of the indemnifying party in connection with or arising out of the activity which is the subject of this Agreement. Any obligation or liability of either the County or the Board of Education arising in any way from this 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 Maryland Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, et seq. (2002 Repl. Vol.) (the "LGTCA"); Md. Code Ann. Art. 25A, § 1A (2003 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2002 Repl. Vol.), all as amended from time to time. Any indemnification given in this Agreement is not intended to create any rights in any third parties.

B. The County and the Montgomery County Board of Education will continue as a participants in the Montgomery County self-insurance program and will give the other party thirty (30) days advance notice if such participation changes. The County and the Board of Education agree to accept that this self-insurance meets all insurance requirements of this Agreement.

C. The Board will maintain its normal fire and liability insurance on the Leased Premises.

13. DESTRUCTION OF LEASED PREMISES:

A. In the event of damage to or destruction of the Leased Premises or any part of the Leased Premises by fire, storm, flood or other casualty which does not require the County's Licensee to suspend entirely its business, the Board shall, as soon as practicable after said damage or destruction, repair and restore the Leased Premises to the condition they were in immediately prior to said damage or destruction. Should such damage or destruction of the Leased Premises or any substantial part of the Leased Premises render the Leased Premises wholly unavailable for use by the County's Licensee for use as a Child Care Center, the Board shall promptly begin and diligently pursue the repairing, restoration and rebuilding of the Leased Premises as nearly as possible to the condition they were in immediately prior to such damage or destruction or with such changes or alterations as the Board may determine appropriate. In the alternative, the Board may terminate this Lease within sixty (60) days following the date of the destruction of the Leased Premises as described above by sending a termination notice to the Licensee.

B. In the event of damage to or destruction of fifty percent (50%) or more of the building of which the Licensed Premises are a part, the Board may elect not to restore the building and this Lease shall automatically terminate and the Parties shall be discharged from all responsibilities arising under this Lease

14. BOARD'S RIGHT OF INSPECTION: The MCPS Department of Facilities Management shall be entitled to visit and inspect the Leased Premises during reasonable hours and after reasonable notice (by phone, fax or e-mail to the appropriate party) to both the County and the Licensee (except in the case of an emergency) but shall be under no obligation to make any visits of inspections. The MCPS Department of Facilities Management agrees to make all reasonable efforts not to disturb the child care program operating in the Leased Premises. In the event of fire, property damage or other emergency the MCPS Department of Facilities Management, its employers or agents may have access to the Leased Premises to prevent further damage or injury.

15. QUIET POSSESSION: The Board covenants and warrants that it will deliver to the County exclusive possession of the Leased Premises in conformity with the law, upon execution and delivery of this Lease for the purposes set forth in this Lease.

16. NOTICE OF ACCIDENTS AND/OR DEFECTS: The County and its Licensee shall give the Board prompt written notice to the MCPS Department of Facilities Management of accidents on or about or of damages or defects in the Leased Premises or the building in which the Leased Premises are a part.

17. EMINENT DOMAIN: Should the Leased Premises be taken by a public or quasi-public authority under any power of eminent domain or condemnation, this Lease shall terminate and the Board and the County shall be entitled to such award by the condemning authority as shall be proportionate to their interest in the premises.

18. DEFAULT: The Board or the County shall be deemed to be in default of this Lease, inless otherwise agreed to by the non-defaulting party in writing, when such Party shall wrongfully fail to perform any of the provisions, covenants, conditions, or agreements of this Lease which are to be performed by such Party after thirty (30) days written notice stating in detail wherein either Party has failed to so perform. The defaulting Party shall be liable for any and all loss or damage resulting to the other Party from any such default.

19. WAIVER: No waiver by the Board or the County of any breach of any covenant, condition, or agreement herein contained shall operate as a waiver of the covenant, condition, or agreement itself or of any subsequent breach thereof.

20. RIGHTS OF THE PARTIES: In the event the Board or the County shall default under any one or more of the events of default as described in the Lease, the Board and the County may, upon giving not less than thirty (30) days' written notice one to the other, after the respective period for compliance as previously described had expired, terminate this Lease and thereupon, or at any time thereafter, Board may re-enter the Leased Premises and have the possession of the same.

21. ASSIGNMENT AND LICENSING: The County shall not assign this Lease or license the

Leased Premises without the prior written consent of Board, provided that such consent will not be unreasonably withheld, conditioned or delayed. The above notwithstanding, the Board hereby approves the use of the Leased Premises by a licensed child care provider to be selected by the County for the sole purpose of operating a child care program. However, the County shall provide a copy of the proposed license agreement to the MCPS Director of Department of Facilities Management for approval prior to presentation to the Licensee and the failure of the Board to not approve the document within thirty (30) days of the receipt of the same will be deemed to be an approval by the Board of the proposed license agreement.

22. SURRENDER OF POSSESSION: The County covenants, at the expiration or other termination of this Lease, to remove all of the County's personal property from the Leased Premises, and to return the Leased Premises in broom clean and in good repair, order and condition in all respects, reasonable wear and tear excepted.

23. HOLDOVER: In the event that the County shall continue to occupy said Leased Premises or any part thereof after the conclusion of the Initial Term of this Lease, or any Renewal Term, the tenancy thus created shall be deemed to be upon a month-to-month basis and may be terminated by either Party giving the other not less than thirty (30) days' written notice, to expire on the day of the month from which the tenancy commenced. During any month-to-month tenancy, both Parties shall continue to observe all agreements and covenants contained in this Lease.

24. 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.

25. INTEGRATED AGREEMENT: This Lease contains all of the agreements and conditions made between the Parties and may not be modified orally or in any other manner other than by an agreement in writing signed by all the Parties or their respective successors in interest.

26. BENEFIT AND BURDEN: All of the covenants, provisions, terms, agreements, and conditions of this Lease shall inure to the benefit of and be binding upon the Board or its successors or assigns and upon the County, its successors or assigns.

27. MAILING NOTICES: All notices required or desired to be given hereunder by either party shall be given in writing and shall be addressed as follows:

COUNTY:
Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850
Attn: Director of Real Estate

BOARD:
Montgomery County Board of Education
Department of Facilities Management
2096 Gaither Road, Suite 200
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

28. STATUTORY PROVISIONS: It is understood, agreed and covenanted by and between the Parties that the Board 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 Initial Term or the Renewal Term. The County shall require its Licensee(s) to comply with all applicable statutes, ordinances, rules, regulations and MCPS policies and procedures in effect that have been provided to the County in writing and are available for review at http://www.montgomeryschoolsmd.org/departments/policy/.

29. NON-DISCRIMINATION: The Board and the County will, and the County will require its Licensee to comply with the non-discrimination policies as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2004), as amended, as well as all other applicable state and federal laws and regulations regarding discrimination. The Parties in accordance with applicable laws, do not, and will not discriminate in any manner on the basis of race, color, religious creed, sex, martial status, national origin, ancestry, disability, sexual orientation or genetic status.

The County will require its Licensee to comply with all applicable non-discrimination laws and policies.

30. SEX OFFENDER LAW: The County's agreement with its Licensee shall require compliance with Maryland laws regarding registered sex offenders. A registered sex offender is prohibited from entering onto real property used for a public or non-public elementary or secondary school or on property on which is located a "a licensed child care facility"(§11-722 of Criminal Procedure Article, Md. Ann. Code (2008 Replacement Volume). The County shall require that any person/contractor/subcontractor that enters a contract to provide services at the Leased Premises will not knowingly employ an individual to work at a school if the individual is a registered sex offender.

31. PESTICIDES USE IN SCHOOL: The Board has implemented a regulation regarding integrated pest management in schools, labeled ECF-RB, attached hereto and incorporated herein as Exhibit "C". The County agrees to require its Licensee 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 fifty percent (50%) of all solid waste material generated. The Board has implemented a regulation regarding recycling, labeled ECF-RC, attached hereto and incorporated herein as Exhibit "D." The County agrees to require its Licensee to comply with the recycling plan for the Leased Premises by collecting recyclable waste material generated by its operation into appropriate receptacles provided by the County for this purpose and pick-up equal to the service standards provided in Montgomery County Public Schools.

33. NO BROKERS: The Board represents that it has not retained anyone to solicit or secure this Lease from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established, licensed commercial selling or leasing agencies maintained by the Board for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics. If the Board has a retained a Broker, all Broker fees are solely the responsibility of the Board

34. PUBLIC EMPLOYMENT: The Board understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code (2004), as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

35. GENERAL PROVISIONS:

A. Entire Agreement: It is further understood and agreed that this instrument contains the entire agreement between the Parties and shall not be modified in any manner except by an instrument in writing duly executed by the Parties.

B. Rights and Remedies: In addition to any and all rights and remedies specifically

mentioned in this Lease, the Parties 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 the Parties 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. The Parties agree that, as governmental entities that work closely together to benefit Montgomery County residents, they will endeavor to meet and negotiate any disagreements arising under this Lease and will use best efforts to resolve all disputes amicably and in a cost effective manner.

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.

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: _____

Joseph J. Lavorgna, Acting Director
Department of Facilities Management
Montgomery County Public Schools

Date: 7/1/2009

WITNESS:

By: _____

COUNTY:

MONTGOMERY COUNTY, MARYLAND

By: _____

for Diane R. Schwartz-Jones
Assistant Chief Administrative Officer

Date: 07/29/09

APPROVED AS TO FORM & LEGALITY
OFFICE OF COUNTY ATTORNEY

By: _____

Date: 7/20/09

RECOMMENDED:

By: _____

Cynthia L. Brenneman, Director
Office of Real Estate

Date: 7/14/09

**EXHIBIT A**

**LEASED PREMISES**

# GALWAY ELEMENTARY SCHOOL

## DAYCARE AREA: 1,673.051 SQ FT

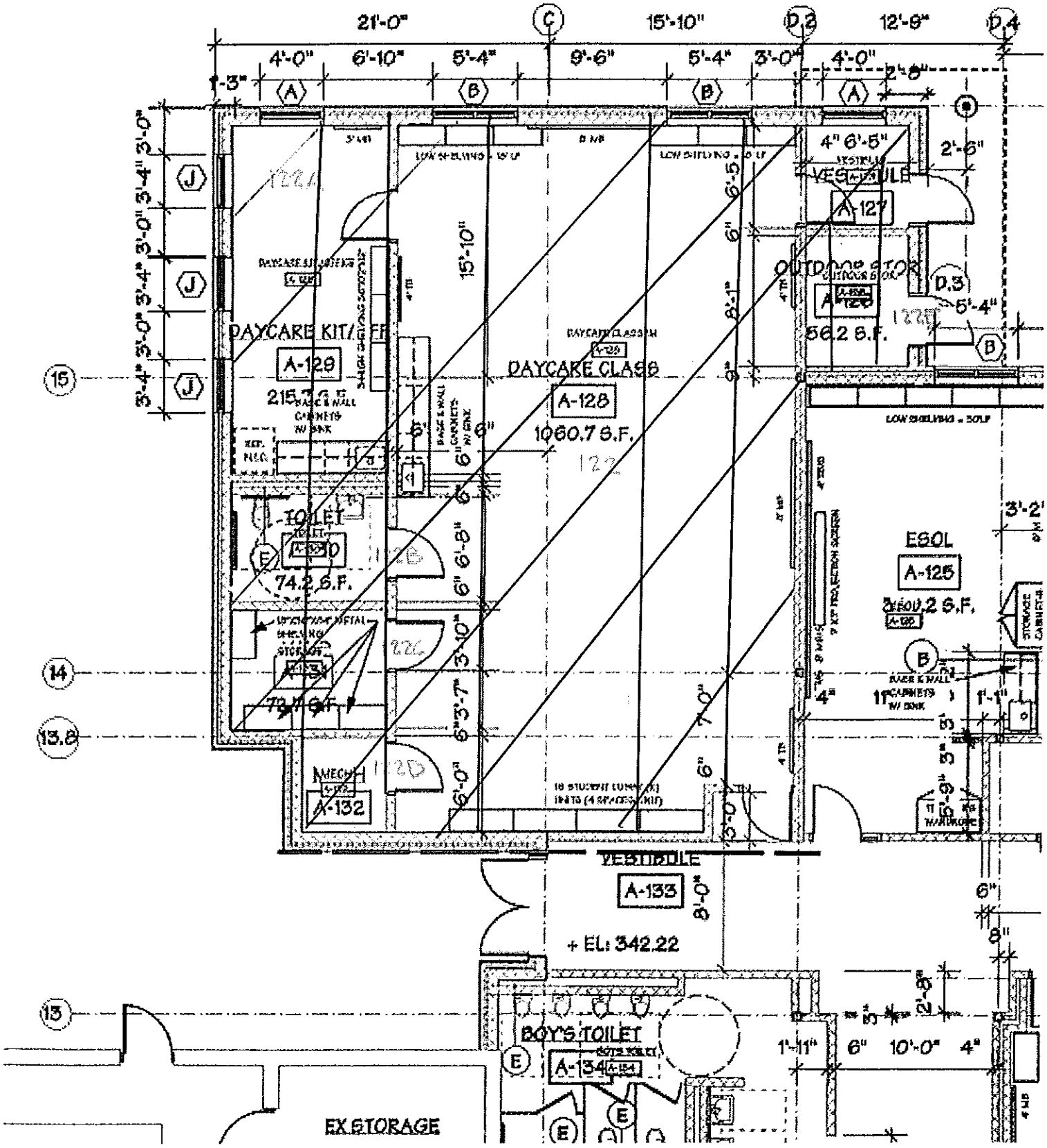

EXHIBIT B

RESOURCE CONSERVATION POLICY AND GUIDELINES

- Board of Education Policy On Energy Conservation
- Electricity Guidelines
- Heating Guidelines
- Food Preparation Guidelines
- Water Use Guidelines

# POLICY BOARD OF EDUCATION OF MONTGOMERY

**Related Entries:** ECM, ECM-RA
**Responsible Office:** Supportive Services

## Energy Conservation

### A. PURPOSE

To ensure that Montgomery County Public Schools pursues energy conservation efforts and practices that continue to preserve our natural resources while providing a safe and comfortable learning environment for all staff and students

### B. ISSUE

The nation is experiencing a depletion of its natural resources which include crude oil, natural gas, and other energy sources. The Montgomery County Public Schools is committed to reducing its consumption of natural resources and still improving the quality of its educational programs. The Montgomery County Board of Education desires to work with other agencies of government and plan school system activities so that the learning environment of essential education programs are not curtailed or compromised.

### C. POSITION

1. The superintendent of schools shall continue to establish procedures to ensure the conservation of natural resources by personnel at all levels of the school system, which shall include the following practices:
    a) Generation of a system-wide resource conservation plan that outlines goals and objectives
    b) Development of acceptable energy conservation guidelines as outlined in the resource conservation plan
    c) Continued development and implementation of conservation programs
    d) Performance of energy studies on all new MCPS construction
    e) Monitoring the general operation and maintenance of all heating, ventilation and air-conditioning equipment

f) Procurement and consumption management of fossil fuels and electricity

g) Continuing reminders to staff and students of the need for conservation of all natural resources

2. MCPS will participate in a coordinated effort by government authorities to establish appropriate resource conservation plans and utility price monitoring systems to ensure that public schools have adequate supplies of essential fuels and can obtain these at the best possible prices.

**D. DESIRED OUTCOME**

Create a healthy and comfortable learning environment while controlling energy consumption more efficiently and diverting the otherwise rising utility costs towards educational programs. Continue development of energy conservation efforts that proportionally reduces energy consumption in new and existing facilities.

**E. IMPLEMENTATION STRATEGIES**

1. Should natural resources be insufficient to meet normal operating needs, the superintendent will develop further plans for the consideration of the Board of Education to conserve energy.
2. Copies of this policy and the annual resource conservation plan will be sent to appropriate school system and county government officials.

**F. REVIEW AND REPORTING**

This policy will be reviewed on an on-going basis in accordance with the Board of Education's policy review process.

***Policy History:*** Adopted by Resolution No. 654-73, November 13, 1973; amended by Resolution No. 285-97, May 13, 1997.

# *Electricity*

1. **Temperature Set Point:** The maximum cooling level is 76° F. Set thermostats accordingly. Some temperature variation will occur as equipment cycles on and off. Report cooling problems only if room temperature measured with a thermometer stays three degrees or more above or below set point.

2. **Controls:** Do not attempt to tamper with energy management or HVAC controls on equipment. Any problems with controls or equipment should be dealt with promptly through the work order system. Provide frequent inspection of pneumatic controls, including system filter/dryer, automatic bleed, and compressor run time. Test and calibrate all pneumatic thermostats at the start of each cooling season.

3. **Computers:** Shutting down computers not in use is important. Computers in our schools consume more energy than the lighting. **Teachers and students should shut down the computer at the end of each use, unless a new user is waiting.** Sweeps should be made to shut down all computers immediately after school hours and before weekends, holidays, and breaks. Use of **flat panel monitors** is encouraged whenever procuring new displays. Flat panel monitors use 70 percent less energy than CRT models and help reduce excessive heat build-up in computer labs and closets.

4. **Lights:** Teachers should ensure lights are turned off when leaving the classrooms unoccupied, even for a few minutes. Every effort should be made to avoid accidentally leaving lights on in storerooms, crawl spaces, attics, and other unoccupied spaces. Corridor lighting should be reduced in over-illuminated areas and turned off during unoccupied periods. Gym, auditorium, and stadium lights should be controlled on a tight schedule. Gym lights should be turned off during class periods when the gym is not in use.

5. **Light Levels:** Light levels may be reduced to the acceptable levels for different activities as listed on the attached chart: **Recommended Footcandle Levels.** Your SERT Energy Facilitator will provide you with instruments and instructions to successfully reduce light levels and save energy.

6. **Task Lighting:** Use a desk lamp (with compact fluorescent bulb) instead of overhead lighting as much as possible, especially at teaching stations when students are out. Computer labs should use compact fluorescent uplights (torchiere lamps) to improve visibility of computer screens, and save energy by turning out overhead lights.

7. **Lighting Maintenance:** Maintain automatic lighting controls, occupancy sensors, or daylight sensors where installed. Light fixtures and lenses should be cleaned annually and the date documented.

8. **Daylighting:** Whenever possible, teachers should utilize natural light instead

of artificial light. Window shades should be adjusted to make best use of daylighting. Most classroom lights are controlled by two or more switches, so artificial lighting can be reduced when daylight is available.

9. **Exterior Lighting:** All outside lighting should be **off** during daylight hours. Building security lighting should be on from dusk to dawn daily. Parking lot lights should be turned off at the close of the regular school day or evening activities (by 12:00 midnight at the latest) and back on at 6:00 a.m., to dawn (unless sunrise is before 6:00 a.m.) Building service managers should notify the maintenance depot of any irregularities in exterior lighting control.

10. **Cleaning Crews:** All lights are to be turned **off** when students and teachers leave school. Building service workers are to turn on lights only in the areas in which they are currently working.

11. **Holidays and Breaks:** All electrical equipment should be shut down or unplugged per checklists before long weekends and school breaks.

12. **Off-Peak Use:** When possible, electricity use (for kilns, laminators, etc.) should be scheduled prior to 12:00 noon when lower, off-peak rates are in effect.

13. **Infiltration Control:** All windows and outside doors are to be kept closed when cooling systems are in operation. Corridor doors and doors to classrooms should remain closed when HVAC is provided. Doors to gyms and pools are to be kept closed. Report faulty door closers to the maintenance depot.

14. **Vending Machines:** Vending machines are major electric users that often cost more to operate than the school receives in revenues. A typical soft drink machine costs over $500 per year to operate. Measures should be taken to minimize the number of vending machines and the hours of use.

    a. Review your school's vending machine use and have little-used units removed.
    b. Vending machines must be removed from the main entrance or lobby of all schools effective with the 2004-2005 school year.
    c. Unplug vending machine units when "Sold Out" is displayed.
    d. Operation of vending machines must be automatically controlled per the following specifications.

# Vending Machine Specification
# for Montgomery County Public Schools

Effective Date: August 1st, 2006

Application: This specification applies to all vending machines in Montgomery County Public Schools (MCPS), located inside the buildings or in outside areas surrounding the school buildings. These items include beverages, such as soft drinks, fruit juice and juice beverages, water, sports drinks; and snacks, such as cookies, crackers, chips, ice cream and candy.

References: Maryland Code, Education, Section 7-423, Division II, title 7 subtitle 4, "Health and Safety of Students"

MCPS Policy JPG: *Wellness: physical and Nutritional Health;* MCPS Regulation JPG-RA: *Wellness: physical and Nutritional Health;* MCPS Policy ECA: *Energy Conservation*

Timing Controls: Vending machines in MCPS schools must have an integrated timing device to automatically shut off operation of the machine in accordance with nutrition policies established by the Board of Education and energy conservation policy.

Automatic shut off is to include the following features:

1. Prohibit access to products
2. Turn off all lighting
3. Turn off refrigeration

Hours of Operation

Machines containing approved items-

- Non-perishable—7:00 a.m. until midnight, with refrigeration timed to resume one hour before access.
- Perishable—Refrigeration units remain on 24 hours; however access by students is limited too 7:00 a.m. until midnight.
- Machines containing items not approved for sale during the instructional day must be programmed for automatic shutoff from midnight until the end of the instructional day. Refrigeration may be timed to resume one hour before access.
- Vending machines in teachers' lounges must be operational from 5:30 a.m. until midnight. Refrigeration may be timed to resume one hour before access.

Approved Items:

Beverages (container size not to exceed 16 ounces except for unflavored water)

- Flavored, non-carbonated water
- 100% fruit juice
- Fruit juice beverages with a minimum 50% fruit juice
- Low fat or nonfat milk
- Sports drinks (only allowed in the immediate area of the gymnasiums)

Snacks

- Single-serving size packages
- 7 grams or less of fat (except for nuts and seeds)
- 2 grams or less of saturated fat
- 15 grams or less of sugar (except for fruit)

**Recommended Footcandle (fc) Levels For Voluntary SERT De-Lamping Projects**

| | |
|---|---|
| Corridor and Stairways | 10 -20 fc<br>▪ As low as 10fc – for high reflectivity flooring/walls (white or pastel)<br>▪ Up to 20 fc for dark-colored flooring |
| Conference Rooms | 30 fc at table height |
| Reception Areas | 20 fc (average ambient)<br>50 fc (on task surface/desk) |
| Classrooms | 30 fc (reading/ writing) |
| Art class | 75 fc (preferably natural lighting) |
| Computer labs | 15 fc |
| Restrooms | 15 fc |
| Gyms | 30 fc |
| Cafeteria (seating area) | 30 fc |
| Cafeteria (food prep area) | 75 fc |

# Heating

1. **Temperature Setpoint:** The maximum heating level is 70° F. Set thermostats accordingly and recheck monthly. Some temperature variation will occur as equipment cycles on and off. Report heating problems only if room temperature measured with a thermometer stays 3° or more below set point.

2. **Controls:** Building staff or occupants should not attempt to manually control equipment by tampering with energy management or HVAC controls of equipment. Any problems with controls or equipment should be dealt with promptly through the work order system. Provide frequent inspection of pneumatic controls, including system filter/dryer, automatic bleed and compressor run time. Test and calibrate all pneumatic thermostats at the start of each heating season.

3. **Hours:** During non-school hours, heat is furnished only for MCPS activities and user groups with reservations through the ICB/CUPF. Consolidate necessary MCPS evening activities into the minimum number of zones possible. HVAC will not be provided for an individual to use a classroom or office outside of normal hours. HVAC systems will remain off during cleaning, except when ventilation is required for waxing or stripping activities.

4. **Filters:** Replace filters of all equipment at recommended intervals. Maintain documentation per your building maintenance plan.

5. **Boiler Maintenance:** Fuel oil burners should be cleaned and tuned for optimum combustion twice yearly.

6. **Pumps:** Only one main heating pump should be operated, except where additional pumps are provided for separate zones. Do not operate main pump and standby pump at the same time.

7. **Unit Ventilators:** Maintain unit ventilators free of obstruction, such as books, plants, and furnishings, both on the top grill and at the bottom intake, so that air can circulate efficiently throughout the room.

8. **Infiltration Control:** All windows and outside doors are to be kept closed when heating systems are in operation. Corridor doors and doors to classrooms should remain closed when HVAC is provided. Doors to gyms and pools are to be kept closed. Report faulty door closers to the maintenance depot.

9. **Storage Spaces:** Close unused storage rooms and set thermostat controls, where installed, to the lowest possible temperature setting that will prevent freezing.

10. **Personal Electric Space Heaters:** Personal space heaters will not be permitted. Such units, in addition to having high energy costs, are a fire and safety hazard. Only heaters installed by the Division of Maintenance for emergency use will be permitted; others will be confiscated.

# *Food Preparation*

## Cooking Equipment

1. Preheat only equipment to be used 15 minutes before using.
2. Reduce temperature or turn equipment off during slack periods.
3. Cook full loads on every cooking cycle when possible.
4. Use the correct size equipment for all operations.
5. Avoid slow loading and unloading of ovens and opening doors unnecessarily.
6. Keep equipment clean for efficient operation.

## Hot Food Holding and Transporting

1. Preheat equipment before loading.
2. Always use at full capacity when possible.
3. Clean thoroughly daily.

## Refrigeration Equipment

1. Keep doors tightly closed and avoid frequent or prolonged opening.
2. Place food in refrigerator or freezer immediately upon arrival from supplier.
3. Keep evaporator coils free of excessive frost.
4. Keep condenser coils free of dust, lint, or obstructions.
5. Unplug equipment that is not needed.

## Ware Washing Equipment

1. Always operate equipment at full capacity when possible.
2. Flush after heavy meal periods—clean thoroughly, daily.

## Water Heating

1. Repair leaking faucets as soon as possible.
2. Reduce storage temperature to 120° F where possible.
3. Insulate hot water pipes.

## Ventilating System

1. Use only the number of fans necessary at all times to provide adequate ventilation.
2. Turn fans off upon completion of cooking.
3. Operate two-speed fans on the lower speed when possible.
4. Keep filters and extractors clean.

# WATER USE

## GENERAL

1. **Be alert for water leaks** and water main breaks. Look for continuous water flow through the water meter at any time, ponding of water around the building, and report leaks to maintenance immediately. A broken water main can release tens of thousands of dollars in water a week until it is repaired.
2. **Report and repair leaking faucets** and faulty flush valves promptly. Check and adjust valves for proper timing annually.
3. **Water is an MCPS resource and not to be given away** or used by outsiders. Users scheduled through ICB are allowed to use water related to their activities. Do not provide free water to road maintenance tankers or any other non-MCPS agency.
4. Do not allow local residents to use school hose bibbs or to control irrigation.
5. **Car washes may not** use school water supplies. Off-site arrangements may be made with a local gas station to hold a car wash for fund raising.
6. The utility budget pays for bottled water only in elementary school portable classrooms.

## IRRIGATION

These general guidelines are supplied for the education of individuals operating turf irrigation equipment to help with the successful management of healthy turf.

1. **Avoid Excess Watering.** Excessive watering promotes fungal growth and prevents the development of long, deep root systems needed for healthy turf.

    a. **Use a simple rain gauge.** Turf in our climate needs only 1" of water per week for optimum health. Use weather reports or your school's rain gauge to determine whether irrigation is needed each week.

    b. **With timer systems, check zones for proper saturation levels.** Make sure water saturates the root zone when irrigating but no further. No runoff should occur from the area being watered.

    c. **Make sure irrigation systems are turned off when it rains.** The installation of rain switches on automated irrigation systems is highly recommended.

2. **Irrigate only in early morning or late evening hours**. This timing minimizes evaporation to the air.

3. **Irrigate only two or three times a week**. This interval promotes deeper root growth, which establishes healthier and sturdier turf.

EXHIBIT "C"



# REGULATION MONTGOMERY COUNTY PUBLIC SCHOOLS

**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

(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.

EXHIBIT "D"



# REGULATION MONTGOMERY COUNTY PUBLIC SCHOOLS

**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.

# EXHIBIT "D"



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

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.