

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (hereinafter referred to as "Lease") made this 11th day of February, 2025 by and between the MONTGOMERY COUNTY BOARD OF EDUCATION, (hereinafter referred to as "Lessor") and MONTGOMERY COUNTY, MARYLAND, (hereinafter referred to as "Lessee").

WITNESSETH

WHEREAS, the Lessor is the owner of the fee simple title in the land known as the **Brooke Grove Elementary School** site ("Brook Grove"), more specifically 18303 Brooke Grove Road, Olney, in Montgomery County, Maryland; and

WHEREAS, the parties hereto are also parties to a lease agreement dated August 15, 1990 ("Original Lease"), a Lease Agreement dated January 8, 1999, superseding the Original Lease, the First Amendment to Lease Agreement dated December 21, 2009, and the Second Amendment to Lease Agreement dated May 2, 2014, (collectively the "1999 Lease"), for the Leased Premises, as further defined in Paragraph 1 of this Lease, where the Lessee has a modular ("Modular") for the operation by the Lessee of a childcare center; and

WHEREAS, the 1999 Lease expired on June 30, 2018, and has been on a month to month Holdover as defined in Paragraph 23 of the 1999 Lease; and

WHEREAS, it is the desire and intent of both parties hereto to enter into a new agreement that supersedes in all respects the 1999 Lease.

NOW THEREFORE, in consideration of good and valuable consideration and mutual promises herein contained, the parties hereto mutually agree as follows:

1. LEASED PREMISES: Lessor hereby demises and leases unto the Lessee and the Lessee hereby rents from Lessor for and upon the provisions hereinafter specified the land

identified as a portion of the Brooke Grove site, as outlined in red on Exhibit "A" which is attached hereto and made a part hereof, which land is hereinafter referred to as the Leased Premises.

2. TERM:

A. The term hereby created shall be five (5) years commencing on July 1, 2024, and ending June 30, 2029, unless terminated for cause as herein provided before the expiration of such term.

B. From and after the commencement date hereof, this Lease shall supersede in all respects the 1999 Lease, and Lessor and Lessee are hereby released from all liability thereunder, subject only to obligations accrued prior to the commencement date set forth in Paragraph 2(A) above and not heretofore satisfied.

3. RENEWAL OPTION: Subject to the terms, conditions and limitations contained in this Lease, Lessee shall have the option to extend the term of this Lease for one additional five (5) year period ("Renewal Term"). Notice as to the extension of this Lease shall be provided by Lessee to Lessor, in writing, not less than six (6) months before the end of the previous term. All of the terms, conditions and covenants in this Lease shall apply during the Renewal Term.

4. USE OF THE LEASED PREMISES: The Leased Premises shall be used as a site for a Modular and Playground for childcare.

5. LESSEE'S IMPROVEMENTS:

A. Initial Improvements – In the Original Lease, the Lessor granted the Lessee the right at Lessee's expense to construct a Modular, playground and parking lot on the Leased Premises. Lessor acknowledges that Lessee is the sole owner of the Modular that Lessee constructed on the Leased Premises, and the Modular constitutes the personalty of Lessee and is not a fixture of the Leased Premises.

B. Future Improvements – The Lessee shall have the right at any time and from time to time during the Lease term and any extension thereof to make such alterations,

changes and improvements to the Modular or grounds located on the Leased Premises as the Lessee shall deem desirable for the operation of a childcare facility. Such non-structural alterations, changes and improvements to the Modular or grounds shall not require the prior written approval of the Lessor. Any structural alteration, change and/or construction to the Modular or grounds located on the Leased Premises shall require the prior written approval of the Lessor, which approval shall not be unreasonably withheld.

6. PROPERTY DAMAGE AND LIABILITY INSURANCE

A. Lessee shall be responsible for insuring or self-insuring improvements and betterments and Lessee's personal property on the Leased Premises. The Lessee agrees, within thirty (30) days hereof, to deliver to the Lessor the said policy or a certificate of insurance evidencing such insurance.

B. Notwithstanding any of the insurance requirements set forth in this Section 6, the Lessor and the Lessee shall have the right to self-insure. The Parties are both members of the Montgomery County Self-Insurance Program. Section 20-37(c) of the Montgomery County Code restricts the legal defense fund to members of the fund and does not allow for outside entities. The insurance coverage for the Lessee 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. (2017); Md. Code Ann., Cts. & Jud. Proc. § 5-303, et seq. and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2017), and Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02 (together the "County Indemnification Statutes"), all as amended from time to time. The insurance coverage for the Lessor is subject to the limitations set forth in § 4-105 of the Education Article, Annotated Code of Maryland. Membership in the Montgomery County Self-Insurance Program must be maintained continuously by the Lessee and the Lessor during the term of this Lease and during any Renewal Term. Notwithstanding anything to the contrary set forth in

this Lease, each Party agrees to notify the other Party, in writing, no later than thirty (30) days prior to any changes to such notifying Party's coverage.

C. The Lessee agrees, and will require the Lessee's Licensee to agree to, not keep in or upon the Leased Premises or any part thereof, any article, supplies, or equipment, which may be prohibited by the standard form of fire or hazard insurance policy, or to do any act or thing in or upon the Leased Premises which makes void or voidable any insurance on the Leased Premises. In the event that the Lessee or the Lessee's Licensee keeps articles on the Leased Premises that cause any increase in the insurance premiums for the Leased Premises, the Lessee, or the Lessee's Licensee, shall pay the additional premiums as they become due and payable within ten (10) days after notice or demand therefor. The Parties agree that the Lessee's Division of Risk Management or the Lessee's Licensee will purchase and maintain any required additional policies but that the requirement for additional policies will be notice to Lessee no less than sixty (60) days in advance of such coverage applicability. The Lessee agrees to conform to all rules and regulations from time to time established by the Maryland Insurance Rating Bureau, or any other authority having jurisdiction and will require the same of the Lessee's Licensee.

D. The Lessee agrees to hold harmless and hereby indemnifies the Lessor, from and against any and all claims, actions, damages, liability, and expense (including, reasonable attorneys' fees and court costs that may be awarded by a court of law) in connection with loss of life, personal injury, or damage to property arising from or occasioned by the negligence or wrongful acts of the Lessor at or upon the Leased Premises including the Modular, or the exterior areas designated by Lessor for the Lessee's use. For the purposes of this Section 6, the "Lessee" includes Montgomery County, Maryland and its officers, directors, managers, and officials. This indemnification is subject to the notice requirements and the liability and damage caps stated in the County Indemnification Statutes. This indemnification shall not be considered to be a waiver of governmental immunity and is not intended to create any rights or causes of action in third parties. Any indemnification by the Lessee is subject to the availability of appropriations from its funding authorities. The Lessee shall not,

however, be liable for damage or injury occasioned by the acts or omissions of the Lessor or its employees or agents, or the Lessor's failure to comply with its obligations hereunder. Nothing herein shall be construed to abrogate, impair, or waive any defense to liability, damages limitation, or governmental immunity of the Lessee's, its officials, officers, employees, or agents pursuant to Maryland law, or otherwise.

E. The Lessor agrees to hold harmless and hereby indemnifies the Lessee, from and against any and all claims, actions, damages, liability, and expense (including, reasonable attorneys' fees and court costs) in connection with loss of life, personal injury, or damage to property arising from or out of any occurrence occasioned by any negligent act or omission of the Lessor or its employees at or upon the Leased Premises, or the occupancy or use by the Lessor of the Leased Premises. For the purposes of this Section 6, the "Lessor" includes the Board of Education of Montgomery County and its officials, officers, employees, and agents. This indemnification is subject to the notice requirements and the liability and damage caps stated in the Maryland Education Article of the Annotated Code of Maryland. Nothing herein shall be construed to abrogate, impair, or waive any defense to liability, damages limitation, or governmental immunity of the Lessor, its officials, officers, employees, or agents pursuant to Maryland law, or otherwise. Any indemnification by the Lessor is subject to the availability of appropriations from its funding authorities. This indemnification is not intended to create any rights or causes of action in third parties. The Lessor shall not, however, be liable for damage or injury occasioned by the negligence or wrongful acts of the Lessee or the Lessee's Licensee or either of their respective agents, employees, contractors or invitees, or the Lessee's failure to comply with its obligations under this Lease.

F. The Lessee shall deliver to MCPS OFM a certificate of insurance or other reasonably acceptable proof evidencing the coverage described above within thirty (30) days after the execution of this Lease.

G. The Lessee shall require the Lessee's Licensee to provide evidence of insurance coverage for the occupancy of the Leased Premises (not for services rendered) as follows:

H. A policy of comprehensive general liability insurance, including fire legal liability coverage, issued by an insurance 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) limit of liability per occurrence and not less than Two Million Dollars (\$2,000,000) aggregate.

i. Automobile Liability coverage with a limit of liability of Five Hundred Thousand Dollars (\$500,000.00) combined limit for bodily injury and property damage (if the Lessee's Licensee has any company owned vehicles);

ii. Workers' Compensation per State of Maryland statute and Employers' Liability coverage in at least the amounts of \$100,000 each accident, \$100,000 each employee for disease and \$500,000 policy limit for disease.

iii. All liability policies shall contain provisions naming the Lessee and the Lessor as additional insureds and shall contain a provision that each said policy shall not be canceled or terminated without thirty (30) days written notice to the Lessee and to the Lessor per the Notice provisions in Section 26 of this Lease.

iv. The Lessee will require the Lessee's Licensee to provide the Lessor copies of the Licensee's insurance policies upon request and certificates of insurance within thirty (30) days of the execution of the Lessee's license agreement with the Lessee and on an annual basis thereafter.

I. All certificates of insurance shall be issued to: The Board of Education of Montgomery County, c/o Montgomery County Public Schools, Office of Facilities Management, 45 West Gude Drive, Suite 4000, Rockville, Maryland 20850.

J. The Lessee will require the Lessee's Licensee to indemnify, to pay for the defense of, and hold harmless the Lessee and the Lessor from all claims, actions, damages, liability, and expenses (including, without limitation, reasonable attorneys' fees, and court costs), arising out of any occurrence or occupancy of the Leased Premises arising under any license agreement between the Lessee and the Lessee's Licensee.

K. If a casualty or other occurrence which should be covered by the insurance required by this Lease occurs, the Lessee will require the Lessee's Licensee to look solely to its insurer for reimbursement, and the Lessee's Licensee shall ensure that such insurance is so written that the Lessee's Licensee's insurer waives all rights of subrogation and shall have no cause of action against the Lessee, the Lessor, or their respective agents, employees, contractors or invitees as a result of such casualty or occurrence. The Lessee will require the Lessee's Licensee to waive and release all right of recovery which it might otherwise have against the Lessee or the Lessor or their respective agents, employees, contractors or invitees by reason of any loss or damage resulting from such casualty or other occurrence.

L. Notwithstanding anything to the contrary in this Lease, from and after the date hereof, (i) any goods, automobiles, property, or personal effects stored or placed by the Lessee or the Lessee's Licensee in or about the Leased Premises shall be at the sole risk of such party, and the Lessee and the Lessee's Licensee hereby expressly waive their right to recover against the Lessor, except to the extent of the Lessor's negligence or wrongful misconduct, and subject always to applicable Laws, and (ii) each of the Lessor and the Lessee acknowledges to the other that neither Party shall be liable to the other for indirect, consequential, incidental or punitive damages or damages for lost profits, arising out of the loss or damage to any person or property of such Party, or otherwise in connection with this Lease.

7. PARKING: Lessor acknowledges that Lessee and Lessee's licensee and patrons shall be entitled to full use of the parking area indicated as "Daycare Parking" on the attached Exhibit "A" in the parking lot which Lessee built at its sole cost. Lessor agrees that it will not reduce the parking area in size or in the number of parking spaces, unless agreed to by the Parties. Lessor is responsible for the ongoing maintenance, snow, ice removal and repair of said parking lot. Lessor will make every reasonable effort to remove snow and ice from said parking lot. Lessor shall bill the Lessee on an annual basis for Lessee's pro-rata share of the cost of snow, ice removal and any repairs or maintenance of said Daycare Parking lot. Upon the annual receipt by Lessee of documentation of the Lessee's pro-rata share of the cost of snow, ice removal, repairs or maintenance of the Day Care Parking from Lessor, Lessee shall pay to Lessor such costs to Lessor.

8. MAINTENANCE OF LEASED PREMISES: Lessee shall maintain at Lessee's sole cost and expense, the Modular and the grounds related to such Modular as described on Exhibit "A" in a clean, safe and sanitary condition.

9. CONDUCT AND SAFETY OF MODULAR: Lessee or Lessee's Licensee shall conduct all of its operations hereunder in a workmanlike, efficient, safe and careful manner; shall observe such safety precautions and rules in its operations as the Lessor from time to time may reasonably require; shall maintain an adequate number of employees to supervise and regulate the use of the Modular and shall maintain the Modular at all times in safe and good operating condition and repair.

10. LESSOR'S RIGHT OF INSPECTION: The Lessor shall be entitled to visit and inspect the Leased Premises during reasonable hours and after reasonable notice but shall be under no obligation to make any visits of inspections.

11. CONDITION OF LEASED PREMISES: Lessee agrees to maintain the Leased Premises including all improvements therein, in good condition and state of repair throughout the term of this Lease and any Renewal Term. For purposes of maintenance and upkeep, the Leased Premises shall include the Modular, walkway, and grounds contiguous to the Modular as shown on Exhibit "A". Lessee agrees to keep the Leased Premises clean and neat in appearance at all times, and to keep grass trimmed, trees treated and shrubbery pruned as necessary to maintain them in good condition and appearance.

12. SIGNS: Lessee shall not place upon or remove from 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 Lessor. Lessor's approval shall not be unreasonably withheld, conditioned or delayed.

13. QUIET POSSESSION: Lessor covenants and warrants that it will deliver to the Lessee exclusive possession of the Leased Premises with appurtenances in conformity with the law, upon execution and delivery of this Lease for the purposes herein set forth.

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

15. OPERATING BUDGET: Lessee shall be responsible for all operating expenses relating to the use and occupancy of the Leased Premises, and the Modular constructed thereon to include all maintenance and repair of Modular and equipment, fixtures, roof, windows, electric systems, utilities, janitorial services, refuse removal, telephones, security, maintenance and repair of heating and air conditioning systems, plumbing systems, pest control and any other expense incurred by virtue of the Lessee's use of operation of the Lease Premises.

16. DEFAULT: The Lessor or Lessee shall be deemed to be in default of this Lease when said party shall wrongfully fail to perform any of the provisions, covenants, conditions, or agreements of this Lease which are to be performed by either the Lessor or Lessee within sixty (60) days, as either is reasonably required to so perform, and after written notice is sent from the Lessor or Lessee, one to the other, 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. It is understood that any time funds are not appropriated or provided for the operation and/or maintenance of the Modular, the Lessee shall have the right to terminate this Lease with thirty (30) days' written notice to the Lessor.

17. DESTRUCTION OF MODULAR ON LEASED PREMISES:

A. In the event that the Modular on the Leased Premises is destroyed or damaged from whatever cause so as to render all or a substantial portion of the Modular as unfit for the purposes for which the Modular is used, and the repair of said destruction or damage cannot reasonably be accomplished by Lessee within ninety (90) days from the date of such damage, Lessee and Lessor shall each be entitled to terminate this Lease by written notice to the other within thirty (30) days after the destruction or damage occurred.

B. In the event that the Lessee is able to undertake the repair of the Leased Premises, Lessee shall complete said repairs within ninety (90) days or a reasonable time given

the circumstances for the necessary repairs from the date of destruction or damage and this Lease shall not be affected.

C. In the event that Lessee is not able to repair the Modular on the Leased Premises as hereinabove provided, this Lease shall terminate immediately upon notice from Lessee and Lessee shall not be entitled to any compensation or payment from Lessor for the value of any remaining term of the Lease.

18. WAIVER: No waiver by the Lessor or Lessee 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.

19. RIGHTS OF LESSOR: In the event the Lessor or Lessee shall default under any one or more of the events of defaults as described in Paragraph 16 hereof, Lessor and Lessee may, upon giving not less than thirty (30) days' written notice one to the other, after the respective periods for compliance as previously described have expired, terminate this Lease and thereupon, or at any time thereafter, Lessor may re-enter the Leased Premises and have the possession of the same.

20. ASSIGNMENT AND SUB-LEASE: Lessee shall not assign this Lease or sublet the Leased Premises without the prior written consent of Lessor, provided that such consent will not be unreasonably withheld. The above notwithstanding, Lessor hereby approves the licensing of the Leased Premises to a child care provider to be selected by Lessee for the sole purpose of operation of a child care program.

21. SURRENDER OF POSSESSION: Lessee covenants, at the expiration or other termination of this Lease, to remove the Modular and all goods and fixtures installed on the Leased Premises not the property of Lessor within ninety (90) days of said expiration or other termination. Upon removal of the Modular, the foundation shall be leveled, the Leased Premises shall be covered with dirt and the lawn and grass area shall be restored to original order and condition in all respects, reasonable wear and tear caused by use thereof excepted.

22. HOLDOVER: In the event that the Lessee shall continue to occupy said Leased Premises or any part thereof after the conclusion of the term of this lease, or any extension thereof, 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.

23. 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.

24. 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 Lessor or its successors or assigns and upon Lessee, its successors or assigns.

25. MAILING NOTICE: 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 Lessor or the Lessee, respectively. Notices to the Parties must be addressed as follows:

LESSEE:

Montgomery County, Maryland  
Department of General Services  
Office of Real Estate  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, Maryland 20850  
Attn: Director of Real Estate

LESSOR:

Montgomery County Board of Education  
Office of Facilities Management  
45 W. Gude Drive, Suite 4000  
Rockville, Maryland 20850  
Attn: Deputy Chief

With copy that does not constitute a notice:

Office of the County Attorney for Montgomery County, Maryland  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, Maryland 20850  
Attn: County Attorney

26. NON-APPROPRIATION: The County's obligations under this Lease Agreement are subject to, limited by, and contingent upon the appropriation and availability of funds, provided however, that the County shall make all payments due to the Board through the last date of occupancy of the Leased Premises by the County or the County Licensee. This Lease shall terminate automatically on July 1 of any year for which the Montgomery County Council does not make an appropriation of funds for the County to pay the obligations stated in this Lease. The County shall give the 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.

27. STATUTORY PROVISIONS: It is understood, agreed and covenanted by and between the Parties that the Lessor and Lessee, 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.

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

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

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

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

D. The County shall require the County Licensee to submit within no later than thirty (30) days after execution of the License Agreement, a letter confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in the Leased Premises meet the obligations set forth above. Additionally, the County shall require the County Licensee to confirm that it continues to meet this obligation throughout the Term and/or when there are changes in the workforce that the County Licensee and/or its subcontractors use to operate its childcare program in the Leased Premises. The term “workforce” includes all of the County Licensee’s direct employees, subcontractors, and their employees, and/or independent contractors and their employees that the County Licensee uses to operate its childcare program in the Leased Premises.

29. MARYLAND CRIMINAL BACKGROUND CHECK LAW: The County shall require that its County Licensee comply with Maryland laws regarding required criminal background checks. § 5-551 of the Family Law Article of the Maryland Code requires that any local school system or childcare center, and any contractor or subcontractor of a local school system or childcare center, ensure that any individuals in its workforce undergo a criminal background check, including fingerprinting, if the individuals will work in a school or childcare facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. Upon the execution of the County's license agreement with the County Licensee, the County shall require the County Licensee to:

- A. Implement the background check process in accordance with Maryland law and MSDE childcare licensing requirements as set forth in Code of Maryland Regulations 13A.16.06;
- B. Comply with any determination by MSDE to prohibit the employment of an individual based on the criminal background check;
- C. Ensure that all individuals in the County Licensee's workforce receive training on recognizing, reporting, and preventing child abuse and neglect in accordance with Code of Maryland Regulations 13A.16.06.02; and
- D. Provide all individuals in the County Licensee's workforce with an identification badge to be worn at all times in the Building.

30. 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 "B" in accordance with the Annotated Code of Maryland, Article – Agriculture. Lessee's or Lessee's licensee 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.

31. RECYCLING: All public facilities are required by the Montgomery County Government to recycle 50 percent of all solid waste material generated. The Lessor has implemented a regulation regarding recycling, labeled ECF-RC, attached hereto and incorporated herein as Exhibit "C". Lessor and Lessor's Licensee 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 Lessee for this purpose and pick-up equal to the service standards provided in Montgomery County Public Schools.

32. TEMPORARY SUSPENSION OF USE: Upon at least ninety (90) days prior written notice, Lessor may suspend the Lessee'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 childcare program during the construction period.

33. 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, Lessor and Lessee 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.

C. Governing Law: The provision of this Lease shall be governed by the laws of the State of Maryland. If any term in 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 TO FOLLOW]

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

WITNESS

By: Monisola Brobbey

LESSEE:  
MONTGOMERY COUNTY, MARYLAND

By: Fariba Kassiri

Name: Fariba Kassiri  
Title: Deputy Chief Administrative Officer

Date: 01/23/2025

WITNESS

By: bandra h. rapala

LESSOR:  
MONTGOMERY COUNTY  
BOARD OF EDUCATION

By: Thomas W. Taylor

Thomas W. Taylor, Ed.D., M.B.A.

Title: Superintendent of Schools

Date: 2.11.2025

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: Neal Anker

Neal Anker  
Assistant County Attorney

Date: 1/22/2025

RECOMMENDED

By: Cynthia Brenneman

Date: 1/21/2025

**Exhibit "A"**

**Leased Premises  
at Brooke Grove Elementary School**



# 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

- (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

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.