

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY MARYLAND AND
CLARA BARTON DAY CARE CENTER, INC.

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 13 day of November 2020, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and CLARA BARTON DAY CARE CENTER, INC., a Maryland non-profit corporation (the "Licensee" or the "Provider"). (The "County" and the "Licensee" or "Provider", together the "Parties").

BACKGROUND:

1. The County is the owner of fee simple title in the building located at 7425 MacArthur Boulevard, Cabin John, Maryland 20818 known as the Clara Barton Community Center ("Clara Barton"); and
2. The County solicited requests for proposals from organizations interested in providing child care at Clara Barton; and
3. A County directed Child Care Provider Selection Committee reviewed applications and chose the Licensee to operate a child care center at Clara Barton appropriate to the needs of the community; and
4. The purpose of the County's Policy on Use of County Buildings for Child Care is:
 - a. To establish consistent and reasonable rental rates for child care in public buildings licensed from the County;
 - b. To establish responsibilities of the County and the Licensee; To establish affordable and quality child care and
 - d. To establish priority placement for children of County employees.
5. The Licensee is licensed by the Maryland State Department of Education Office of Child Care ("MSDEOCC") to provide requisite child care services for the Program.

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

1. LICENSED PREMISES: The County does grant the Licensee the privilege, license and right to use approximately 2,905 square feet of the space located at Clara Barton (the “Licensed Premises”), as cross-hatched on the attached **Exhibit A**, for the exclusive purpose of providing the child care services described in the Provider’s Child Care Proposal attached as **Exhibit B** and incorporated as if fully set forth (the “Program”), and as set forth in Section 5, below.

2. LICENSE TERM: The term of this License is for four (4) years, commencing on or about July 1, 2018 and expiring on June 30, 2022 (the “License Term”). This License may be terminated at any time during the License Term or any extension of the License Term by the County upon thirty (30) days written notice to the Licensee, unless the Licensee’s license or certification to operate a child care center is suspended or revoked by MSDEOOC, in which case the County is not required to provide thirty (30) days written notice to the Licensee. The County is under no obligation to provide alternative space for the Licensee and is not responsible for any moving costs or any expenses incurred by the Licensee as a result of the termination or expiration of this License for any reason. The Parties agree that the License shall only be terminated or revoked by the County on the terms expressly set forth in this License.

3. RENEWAL OPTION: The Licensee may, at its option, extend the License Term for one (1) additional three (3) year term (the “Renewal Term”), provided that: (a) the Licensee is current on its monthly License Fee payment; (b) the Licensee is in compliance with all licensing requirements of the Program, whether state, local or federal; (c) the Licensee has obtained its accreditation of its Program by the National Association for the Education of Young Children (“NAEYC”) and/or by Maryland State Department of Education (“MSDE”) or the Licensee is maintaining its accreditation of its Program by NAEYC or by the MSDE; (d) the Licensee is maintaining the Licensed Premises, including the playground area, in good condition and repair and free of clutter; (e) the Licensee is not in default of any provisions of this License; (f) the License is in full force and effect; (g) the County has not given the Licensee notice of the County’s

intention to terminate the License; (h) the Licensee's license to operate a child care center has not been revoked or suspended by the issuing entity; and (i) the Licensee provides the County with written notice that the Licensee intends to exercise Licensee's option to extend the License Term, one hundred and twenty (120) days prior to the expiration of the current License Term. Licensee shall be required to submit an updated insurance certificate within thirty (30) days after the renewal of this License. **TIME IS OF THE ESSENCE FOR THE LICENSEE'S NOTICE TO THE COUNTY.**

4. LICENSE FEE:

A. License Fee: Commencing July 1, 2018, the Licensee will pay to the County as a License Fee, Nine Dollars and Fifty Six Cents (\$9.56) per 2,905 licensable square foot for an annual rate of Twenty Seven Thousand Seven Hundred Seventy Seven Dollars and Eighty Cents (\$27,771.80) payable in equal monthly installments of Two Thousand Three Hundred Fourteen Dollars and Thirty One Cents (\$2,314.31). All payments are to be made in advance on the first day of each month during each license year, and shall be payable by check to:

Montgomery County Maryland
Department of General Services
Office of Real Estate
P.O. Box 826766
Philadelphia, PA 19182 -6766

B. License Fee Increase: Commencing with January 1, 2020 and on the 1st of each January thereafter during the License Term and any Renewal Term, the County will establish the License Fee rate to be paid by the Licensee for the next year, by determining the average per square foot operating cost for all child care facilities operated and maintained by the County. For purposes of this License, operating costs shall include, but not be limited to, the following:

1. Utilities;
2. Janitorial – At the same level provided to other County facilities. The Licensee must perform day to day programmatic clean up (spills, crumbs, sand, food preparation areas, etc.);
3. Maintenance (major and minor);
4. Pest control;
5. Snow removal;
6. Grounds maintenance;
7. Fire Extinguishers;
8. Trash removal, recycling;
9. Renovations as required to meet State licensing regulations; and
10. Security in the form of locking the facility.

C. Additional License Fees: In addition to the License Fee payable under Paragraph 4(A), the Licensee shall pay to the County a share of the cost of debt service incurred by the County as a result of improvements and renovations to child care facilities operated and maintained by the County as an Additional Licensee Fee (the “Additional License Fee”). The Additional License Fee shall be equal to One Dollar and Seventy-Nine Cents (\$1.79) per 2,905 licensable square foot for an annual rate of Five Thousand One Hundred and Ninety- Nine Dollars and Ninety-Five Cents (\$5,199.95) payable in equal monthly installments of Four Hundred Thirty -Three Dollars and Thirty Two Cents (\$433.32).

The Additional License Fee shall be due and payable in the same manner and on the same day as the License Fee and may be included in the License Fee. The cost of debt service shall be determined annually by (1) adding all Capital Improvement Program costs for all County-owned and County-maintained child care facilities; (2) multiplying the total cost by the average effective annual repayment rate for twenty (20) year bonds;

and (3) dividing that result by the total square footage allocated to the county maintained child care facilities.

D. Waiver of Additional License Fees: Pursuant to the Policy on Use of County Buildings for Child Care, attached hereto and made a part hereof as Exhibit C, a waiver on the repayment of debt service and the Additional License Fee, as stated above in Paragraph 4(C), shall be granted by the County to the Licensee provided that Thirty percent (30%) or more of families served by the Licensee are eligible for or enrolled in the State of Maryland or Montgomery County scholarship or subsidy programs.

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

5. USE OF THE LICENSED PREMISES:

A. The Licensee must use the Licensed Premises only for the provision of the Program.

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

C. The Licensee must implement its Program in the manner set forth in the Providers Child Care Proposal, Exhibit B, and in its presentation to the Child Care Selection Committee.

D. The Licensee must implement its Program in accordance with any and all applicable state, local and federal laws pertaining to the operation of 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.

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

7. USE OF OUTDOOR PLAYGROUND AREAS: The Licensee shall have access to and the right to use the outdoor playground areas (if any) adjacent to Clara Barton when used by the Licensee in connection with its Program and during its normal hours of operation. Repair, maintenance and replacement of playground equipment will be the responsibility of the party that provided such playground equipment.

8. LICENSED CAPACITY: The Licensee acknowledges and agrees that the Licensed Premises can be licensed for no more than the maximum number of children

permitted by the MSDEOCC Licensing. The Licensee agrees that a Certificate of Licensed Capacity will be posted in the Licensed Premises always.

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

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

A. Comply with the Americans with Disabilities Act and all federal, state and local laws regarding providing access and services to disabled persons within the Licensed Premises;

B. Share its Program enrollment data with the County;

C. Accept children whose parents participate in State of Maryland or Montgomery County scholarship or subsidy programs;

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

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

F. Obtain accreditation of its Program by the end of the first Term of the License and then continue to maintain accreditation of its Program by the Maryland State Department of Education or National Association for the Education of Young Children.

G. Provide to the County specific data as requested related to its Program such as staffing information, accrediting, number of families using tuition assistance and any other data which will not violate the privacy of the Provider or its families.

11. IMPROVEMENTS AND ALTERATIONS: The Licensee must not permit or undertake any alterations, changes, improvements, or additions to the Licensed Premises without the prior written consent of the County (“Licensee’s Work”). To secure the County’s approval of any Licensee’s Work, the Licensee must submit to the County written plans and specifications clearly setting forth Licensee’s Work to be performed. The plans and specifications for Licensee’s Work submitted by the Licensee to the County must demonstrate compliance with all applicable codes and regulations. The County will respond in writing to the Licensee within forty-five (45) days from receipt of said plans and specifications for Licensee’s Work. The County may impose any reasonable conditions to its consent, including, but not limited to (1) delivery to the County by the Licensee of written or unconditional waivers of mechanic’s and materialman’s liens as to the Licensed Premises or the premises of which the Licensed Premises are a part, for all work, labor and services to be performed and materials to be furnished, signed by all contractors, subcontractors, materialmen and laborers participating in the alterations; (2) prior approval of the plans and specifications by the Licensee’s contractors with respect to any Licensee’s Work; and (3) the right of the County’s representatives to inspect any Licensee’s Work during the course of any Licensee’s Work to be performed to the Licensed Premises or the premises of which the Licensed Premises are a part. Licensee’s Work must conform to the requirements of the County’s insurer and of the federal, state and local governments having jurisdiction over the premises of which the Licensed Premises are a part, and must be performed in accordance with the terms and conditions of this License in a good and workmanlike manner and shall not adversely affect the value, utility, or character of the Licensed Premises or the premises of which the Licensed Premises are a part. Notwithstanding the foregoing, if any mechanic’s or materialmen’s lien is filed against the Licensed Premises or the premises of which the Licensed Premises are a part, for work claimed to have been done for, or materials claimed to have been furnished to or for the benefit of the Licensee,

such lien must be discharged of record by the Licensee within sixty (60) days of such filing, or the filing of any bond required by law. If the Licensee fails to discharge any such lien, the County may (but is not obligated to) discharge the same, the cost of which must be paid by the Licensee upon demand by the County.

The County reserves the right to reject, in its sole discretion, any Licensee's Work proposed by the Licensee. The County will inspect the Licensed Premises upon completion of Licensee's Work to determine adherence to submitted plans and specifications. If Licensee's Work is not reasonably satisfactory to the County, the Licensee must undertake any necessary corrections, at the Licensee's sole risk and expense. Once the consent of the County has been obtained to perform Licensee's Work, the Licensee will be responsible for the acquisition of all necessary permits and for the observation of all building and zoning ordinances and regulations then in effect. The Licensee's failure to adhere to any such applicable ordinances or regulations shall be deemed to be a violation of this License Agreement. The cost of any Licensee's Work shall be borne solely by the Licensee.

12. SERVICES:

A. The County will be responsible for providing to the Licensed Premises regular janitorial services on County workdays as specified in Article 4, Paragraph (B), including refuse removal, recycling, and pest control. Any janitorial services beyond regular County services will be the responsibility of the Licensee. If pest control is required after normal working hours, the Licensee or the Licensee's representative must be available if requested by the County.

B. The County will provide fire extinguishers where needed.

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

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

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

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

G. The County will be responsible for major structural repairs, and maintenance and repair of the building's mechanical systems.

H. The License Premises will have air-conditioning and heat in the License Premises at the same level as provided to other spaces in the building.

I. The County and the Licensee agree that the County's maintenance responsibilities, as set forth in items (A), (B), (C), (D), (E), (F), (G) and (H) of this Section will be performed by the County, at the County's expense. On days when the County is not required to provide such services (i.e., County holidays, emergency closing, etc.) , and the Licensee chooses to continue its use of the Licensed Premises it shall do so by contracting directly with the Inter-Agency Coordinating Board ("ICB") for necessary support services. It will be the responsibility of the Licensee to pay for any additional support services on the days that the County is not required to provide such services either directly to the ICB or through the County. The address of the Community Use of Public Facilities is 255 Rockville Pike, Suite 201, Rockville Maryland, 20850. Main Office Number: 240-777-0311. cupf@montgomerycountymd.gov

13. **FIXTURES AND EQUIPMENT:** All items which are attached to the building or are a part of the building's systems at the time the Licensed Premises are

delivered to the Licensee must remain with the building. Plumbing, electrical and heating fixtures and all other fixtures, except trade fixtures installed by the Licensee, shall remain in the Licensed Premises at end of term. All other items installed within the Licensed Premises at the Licensee's expense shall remain the property of the Licensee and shall be removed by the Licensee at the expiration or other termination of this License.

14. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

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

ii. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of Automobile Liability Coverage with a minimum limit of liability of One Million Dollars (\$1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including owned automobiles, hired automobiles and non-owned automobiles.

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

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

provide any coverage for Licensee's owned contents and improvements to the Licensed Premises.

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

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

D. County's Insurance: The County will maintain its normal fire and liability insurance on the Licensed Premises. The County shall provide insurance covering general liability for the Property but will not cover any operations of the Tenant.

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

would be covered by insurance if the Licensee complied with the requirements of this License Agreement pertaining to insurance.

15. **HOLD HARMLESS:** The Licensee agrees to indemnify, hold harmless and defend the County and the County's other tenants, licensees, agents and employees (together the "Indemnitees") from any and all claims of liability, obligations, judgements, penalties, claims, costs, charges, actions, damages and expenses, including, but not limited to, reasonable attorney's fees and litigation costs, which may be imposed upon, incurred by, or asserted against the County or any of their Indemnities, arising, directly, indirectly, or related to the Licensee's breach of this License Agreement or the use, possession or occupancy of the Licensed Premises, or the provision of business services by the Licensee, its agents, servants, employees and contractors occasioned wholly or in part by negligence, negligent acts, errors or omission of the Licensee, its agents, contractors, guests or employees.

The Licensee further specifically agrees to hold the County and their Indemnitees harmless and pay for the defense of any claim of liability made in connection with any construction or installation of equipment performed by the Licensee, its agents, employees or contractors, within the Licensed Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Licensed Premises.

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

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

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

B. The Licensee will not use or allow the Licensed Premises or any part of the Licensed Premises to be used for any illegal, unlawful or improper purpose or for any act or thing that may be a nuisance, annoyance, inconvenience, or cause damage to the Licensed Premises, the premises of which the Licensed Premises are a part, adjacent properties or the adjacent neighborhood.

C. The Licensee must not place upon the Licensed 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 County.

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

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

F. The Licensee must comply with all rules and regulations regarding the use of the Licensed Premises that may be from time to time promulgated by the County. Any violation of said rules and regulations will be deemed to constitute a violation of this

License. It is understood that such rules and regulations will not unreasonably interfere with or prevent the intended uses of the Licensed Premises as set forth in this License.

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

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

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

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

ensure the Licensee's on-site representative is adhering to the terms and conditions of this License.

K. Security System: In the event the County engages the services of a professional security system for the Licensed Premises or the premises of which the Licensed Premises are a part, it is understood that such engagement in no way increases the County's liability for occurrences and/or consequences which such a system is designed to detect or avert and that the Licensee must look solely to its insurer as set forth above for claims for damages or injury to any person or property.

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

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

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

O. The Licensee must pay all its bills and expenses relating to its use of the Licensed Premises in a timely manner so as not to permit any disruption of services (i.e. utilities, etc.) to the Licensed Premises.

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

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

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

17. DESTRUCTION OF LICENSED PREMISES: In the event of damage to or destruction of the Licensed Premises or any part of the Licensed Premises by fire, storm, flood or other casualty, the County shall promptly begin and diligently pursue the repairing, restoration and rebuilding of the Licensed 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 County may determine appropriate. In the alternative, the County may terminate this License within thirty (30) days following the date of the destruction of the Licensed Premises as described above by sending a termination notice to the Licensee.

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

- i. Failure to perform under any term, covenant or condition of this License;

- ii. The commencement of any action or proceeding for the dissolution or liquidation of the Licensee, or for the appointment of a receiver or trustee of the Licensee's property;
- iii. The making of any assignment for the benefit of the Licensee's creditors;
- iv. The abandonment of the Licensed Premises by the Licensee;
- v. The revocation or suspension of the Licensee's license or certification as a child-care provider by the issuing entity;
- vi. Failure to pay the License Fee Payment within thirty (30) days after it becomes due and payable; and
- vii. Any other default or breach of the terms and conditions this License.

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

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

20. RIGHT OF ENTRY:

A. Routine Repairs and Inspection: The Licensee must permit the County, its agents or employees, at reasonable times and upon reasonable prior notice (not less than 1 days/24hours prior notice) to enter the Licensed Premises without charge and without diminution of License Fee payments to: (1) examine, inspect and protect the Licensed Premises; (2) to perform maintenance and repairs the County may in its sole discretion consider necessary or desirable; and (3) to exhibit the Licensed Premises to prospective purchasers, tenants, licensees or to present or future mortgagors.

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

21. RETURN OF LICENSED PREMISES: At the conclusion of the License Term as set forth in Article 2, or following the termination of this License for any other cause, the Licensee must remove all of the Licensee's goods and effects from the Licensed Premises and return to the Licensed Premises to the County, together with all keys, locks, and other fixtures belonging to the County, in substantially the same condition as received at the beginning of the License Term, reasonable wear and tear excepted. The Licensee must repair any damage caused by reason of the removal of the Licensee's property.

C. If the Licensee's property is not removed from the Licensed Premises within seventy-two (72) hours after the termination of this License, the property remaining will become the property of the County. The County will dispose of any such property in the manner it deems appropriate and, in such case, may charge Licensee the cost of any storage and disposal fees.

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

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

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

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

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

25. NON-DISCRIMINATION: The Licensee agrees to comply with the non-discrimination in policies in County contracts as required by Section 11B-33 and Section 27 of the Montgomery County Code (20014), as amended, as well as all other federal,

state and local laws and regulations regarding employment discrimination. By signing this License Agreement, the Licensee assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

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

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

Licensee:

Clara Barton Day Care Center, Inc.
7425 MacArthur Boulevard
Bethesda, Maryland 20818

County:

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

With a copy, that does not constitute Notice to:

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

28. RESIDENT AGENT: The Resident Agent for the Licensee is Linda Owen and its address for receipt of notices and service of process is 7425 MacArthur Boulevard, Cabin John, Maryland 20818. The Licensee must immediately notify the County of any change in resident agent or resident agent's address.

29. PROHIBITION OF HAZARDOUS SUBSTANCES: The Licensee agrees not to store or bring hazardous substances onto the Licensed Premises. The Licensee indemnifies the County against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the premises by the Licensee, its agents, contractors, employees or guests.

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

31. AMERICAN DISABILITIES ACT REQUIREMENTS: The County and the Licensee agree that any future modifications made to the Licensed Premises will be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility requested in Federal, State and County Laws and regulations. The Licensee must obtain all required permits to make any modifications to the Licensed Premises and must comply with all applicable building and safety codes.

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

33. FORCE MAJEURE: Neither Party will be deemed in default with respect to the performance of any terms, covenants, and conditions of this License if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, inability to obtain any material or service, through natural or other cause beyond the control of either party; provided,

however, that this provision shall not excuse any non-payment of License Fees. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a Party.

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

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

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

37. CLAIMS: Any action brought by or on behalf of either Party in connection with the performance of this License must be filed and maintained in a court of competent jurisdiction in Montgomery County, Maryland, and the Parties hereby knowingly and voluntarily waive their rights to a trial by jury.

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

39. PARKING: The Licensee is entitled to full use of the parking facilities which are a part of the Licensed Premises as of the date of execution of this License. Parking for the Licensee and any other occupants of the building, their staff, clients and guests will be confined to the surfaced parking areas in existence as of the date of execution of this License.

40. SEX OFFENDER LAW: The Licensee agrees to be in 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 (2014 Replacement Volume). The Licensee shall require that any person/contractor/subcontractor that enters a contract to provide services at the Licensed Premises will not knowingly employ an individual to work at a school if the individual is a registered sex offender.

INTENTIONALLY BLANK - SIGNATURES ON FOLLOWING PAGE

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

WITNESS:

By: 

LICENSEE:

CLARA BARTON DAY CARE CENTER, INC.

By: Paula Cunan

Title: Executive Director

Date: 10/14/2020

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

Neal Anker

By:

Date: 11/6/2020

RECOMMENDED

By: Cynthia Brenneman

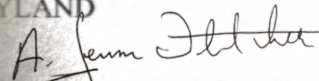
Cynthia L. Brenneman, Director
Office of Real Estate

Date: 11/3/2020

WITNESS:

By: Julie White

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: 

Jerome Fletcher
Assistant Chief Administrative
Officer

Date: 11/13/2020

Exhibit B

clara barton



January 12, 2018

Tenant Selection Committee
c/o Tamieka Thomasson
Program Manager
Child Care in Public Space
Department of Health and Human Services
1401 Rockville Pike
Suite 22
Rockville, MD 20852

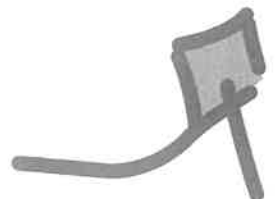
Dear Tenant Selection Committee,

It is with great pleasure that I submit seven (7) copies of our written proposal to re-apply for the Clara Barton Community Center lease. Since the Clara Barton Center for Children (CBCC) opened its doors at this location in 1975, we have provided continuous, high-quality, flexible childcare to the residents of Montgomery County. Along the way, we have become an integral part of the Cabin John Community.

Over the past forty-two years, the need for and type of child care has changed in the community, and Clara Barton has always responded to the needs of our families. As the demand for full-time child care has risen, CBCC has increased the number of full-day slots available, while still maintaining our small group sizes, and our low child to teacher ratios, and allowing families the ability to create flexible schedules. We appreciate the financial demands put on families in this high cost of living area. We have historically kept tuition rates low, or as in this past year, have not raised tuition at all. In addition, each year CBCC sets aside a scholarship fund to provide financial aid to families in need. We make an effort to ensure that all families feel welcome and included in our school, regardless of financial circumstance.

We continue to employ well-trained, nurturing teachers, nine of whom have been at CBCC for over a decade. We have been accredited by the Maryland State Department of Education (MSDE) since 2006, and we are proud to have earned a MD EXCELS Level 5 Quality rating, the highest possible level that can be attained.

Clara Barton Day Care, Inc.
7425 MacArthur Boulevard
Cabin John, MD 20818
301-320-4565



Sixteen of our seventeen eligible staff are credentialed by MSDE, and our newest staff member has applied for hers.

There are many threads that tie this community together and one of the strongest is Clara Barton Center for Children. We have not only provided a warm, nurturing and unique environment for over 2,200 children over the past 42 years; we have become part of the community fabric. From providing support to the Cabin John Citizens Association in their annual Crab Feast, Holiday party, Haunted House and wherever they require assistance, to supporting the local MCPS elementary school PTA's, CBCC is proud to be an important part of our community. Over the years, we have enhanced the grounds for the entire community to enjoy, most recently adding a sun shade on the front playground, and planting and maintaining a monarch butterfly garden as a place for all to experience and to find solitude. We partner with a national organization in a community-wide running program to promote healthy habits in young children, and have formed a partnership with the adjoining MC Senior Center to bring sing-alongs, puzzle parties and story time to these very important citizens.

Much has changed over the past forty-two years, but CBCC's commitment to creating unique, nurturing, high-quality, developmentally appropriate child care to all children remains true. The sign over our front door reads, "Clara Barton Center for Children-Nurturing and Educating Children since 1975". It would be our privilege to continue to be the thoughtful and attentive stewards of the Clara Barton Community Center into the future.

Thank you for considering our application.

Sincerely,



Paula M. Curran
Executive Director
Clara Barton Center for Children

Attachment

**Paula Curran, Executive Director
Deborah Duffy, Assistant Director
Clara Barton Center for Children**

**APPLICATION FOR: Clara Barton Child Care Facility
January 12, 2018**



APPLICATION: CLARA BARTON COMMUNITY CENTER
Clara Barton Day Care Center, Inc.

PART A: QUALIFICATIONS OF APPLICANT

1. Give the legal name of applicant(s), individual(s) or organization, mailing address, phone number, fax number and contact person. Please include the entity's status with the State Department of Assessments and Taxation.

Clara Barton Day Care Center, Inc.
d/b/a Clara Barton Center for Children
7425 MacArthur Boulevard
Cabin John, Maryland 20818
301-320-4565
301-320-2457 (fax)

Contact Persons: Paula Curran, Executive Director
Deborah Duffy, Assistant Director

Clara Barton Day Care Center, Inc. d/b/a Clara Barton Center for Children is a corporation duly incorporated and existing under and by virtue of the laws of Maryland and has filed all annual reports required, has no penalties on those reports, and has a resident agent. Therefore, Clara Barton Center for Children is in good standing with the Maryland State Department of Assessments and Taxation.

APPLICATION: CLARA BARTON COMMUNITY CENTER
Clara Barton Day Care Center, Inc.

PART A: QUALIFICATIONS OF APPLICANT

2. Include a statement of the applicant's experience in child care or related field

The Clara Barton Day Care Center, Inc., d/b/a Clara Barton Center for Children, has been providing quality childcare since 1975 at the Clara Barton Community Center location. During this period, we have provided full- and part-time childcare for over 2,200 families in the Cabin John, Glen Echo, Bethesda and surrounding areas.

Mrs. Paula Curran has been the Executive Director of the Clara Barton Center for Children since October 2016. Prior to that time, Mrs. Curran was the Administrator of the Clara Barton Center for Children for twelve years (from October 2004 until October 2016). Mrs. Curran has a Bachelor of Science in Business Administration. She has two years of preschool teaching experience, over 10 years experience as an administrator of a non-profit childcare/educational organization and an additional 15 years of experience as an administrator in other organizations.

Mrs. Deborah Duffy has been the Assistant Director of the Clara Barton Center for Children since January 2017. Prior to that time, she was a Senior Lead Preschool teacher at the Clara Barton Center for Children for over 11 years. Mrs. Duffy has a Bachelor of Arts in Geology and German, a Graduate School Diploma in Economic Geography and a College Certificate in Early Childhood Education. She has one year of experience as an administrator of a non-profit childcare/educational organization and an additional 11 years of experience as an administrator and analyst in federal and private organizations.

APPLICATION: CLARA BARTON COMMUNITY CENTER
Clara Barton Day Care Center, Inc.

PART A: QUALIFICATIONS OF APPLICANT

3. List all other programs currently operated by the applicant, including the name of the program(s), address(es), hours of operation, ages and number of children served, name of director(s), web address and, if applicable, the name(s) and phone number(s) and email addresses of the building manager(s).

The Clara Barton Center for Children provides childcare services at only the one location in Cabin John, MD. Our program serves up to 83 children from 2 to 5 years old and our hours of operation are Monday through Friday from 7:30 AM to 6:00 PM.

Clara Barton Day Care Center, Inc.
d/b/a Clara Barton Center for Children
7525 MacArthur Boulevard
Cabin John, Maryland 20818
(301) 320-4565
(301) 320-2457 (fax)
www.clarabartoncenter.org

Contact Persons: Paula Curran, Executive Director
Deborah Duffy, Assistant Director

Property Manager: Leslie Clark
Montgomery County
Office of Real Estate
(240) 777-6049
Leslie.Clark@montgomerycountymd.gov

APPLICATION: CLARA BARTON COMMUNITY CENTER
Clara Barton Day Care Center, Inc.

PART A: QUALIFICATIONS OF APPLICANT

4. Attach three **signed** current letters of professional reference. If possible, include at least one from a parent-client.

Letter from Ms. Susan Shipp, President, Cabin John Citizens Association
(and former parent at Clara Barton Center for Children). Please see Pages 4a and 4b.

CABIN JOHN CITIZENS ASSOCIATION

P.O. Box 31, Cabin John, MD 20818

Established 1919, Charter Member Montgomery County Civic Federation

Dec. 11, 2017

To: The Tenant Selection Committee
From: Susan Shipp, president of the Cabin John Citizens Association
Re: Support for the Clara Barton Center for Children

On behalf of the Cabin John Citizens Association, which represents the more than 700 families in Cabin John, I am writing in support of the lease renewal for the Clara Barton Center for Children (CBCC). The CBCC has been an integral part of our community for decades and is a critical and treasured resource to our families, especially those with working parents.

We have parents who attended CBCC as children now sending their children to the preschool. We also have teachers and staff who are beloved members of our community. Many of the children who attend Clara Barton, as it is often called, are walked there by a parent. They have playdates with their classmates at the local park. We just had our community holiday party last night. The CBCC teachers who attended were treated like rock stars by current and former students alike. In a county where local government represents more than a million people, having an organization such as the CBCC help to foster a sense of community in our neighborhood is invaluable.

Not only is Clara Barton a convenient day care alternative for Cabin John families, it is highly regarded for the wonderfully nurturing and creative play environment it provides to its students. My daughter attended the CBCC 13 years ago so I speak from experience. But as president of the Cabin John Citizens Association, I hear current families praising its good work too. In fact, I can honestly say that in my 16 years as a resident of Cabin John, I have never once heard a negative comment about its program.

In addition to doing a superb job in support of its students, the CBCC also looks outward for ways it can serve our community. For the last two years, they have partnered with the national Healthy Kids Running series to bring its fitness program to Cabin John. This fall some 110 kids, ages 2 to 12 participated. A number of years ago, Clara Barton established a monarch butterfly garden, designed, planted and maintained by CBCC children, parents and staff, along with some community members. This garden is now visited by people throughout Cabin John.

As you may know, the CBCC is physically connected to the Clara Barton community center, which is run by the Montgomery County Recreation Department. The CBCC supports a number of the community center's programs and activities, including the annual Haunted House, which was attended by some 250 kids and parents this year. More importantly, on an ongoing basis, CBCC children walk down the hall and visit the seniors attending community center programs. The children have joined the seniors for sing-alongs, stories and other shared activities. Clearly a benefit to both groups.

APPLICATION: CLARA BARTON COMMUNITY CENTER
Clara Barton Day Care Center, Inc.

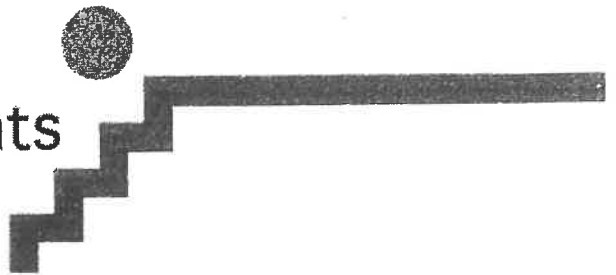
PART A: QUALIFICATIONS OF APPLICANT

4. Attach three current letters of professional reference. If possible, include at least one from a parent-client.

Letter from Ms. Amy Egan, Child Development Consultants, LLC. Please see Page 5a.

child development consultants

OBSERVE, ADVISE, STRATEGIZE



October 20, 2017

To Tenant Selection Committee:

On behalf of Child Development Consultants LLC, I am pleased to acknowledge our partnership with the Clara Barton Center for Children (CBCC), and lend my strong support to their lease renewal application. As a consultant in over 40 programs throughout Montgomery County and the larger D.C. metro area, I have visited this center regularly for over ten years (presently with Child Development Consultants LLC and formerly as part of Ivymount Outreach Programs/CORE). Our team has collaborated with CBCC to provide support, strategies and resources for young children who experience challenges or learning differences in the classroom. We partner with CBCC to support these children, their families and teachers to help them achieve success in their preschool environment.

We love working with the staff of CBCC to promote an inclusive environment for all children and families in the community. The staff is of exceptional quality, very nurturing and professional. They create a warm, safe, caring environment in which children who are both typical and atypical learners can thrive.

I am proud to be affiliated with CBCC, and I highly recommend this program.

Sincerely,

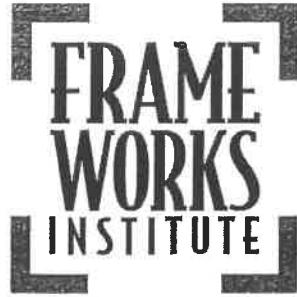
Amy Egan, M.A.
Early Childhood Special Educator
Partner, Child Development Consultants LLC

APPLICATION: CLARA BARTON COMMUNITY CENTER
Clara Barton Day Care Center, Inc.

PART A: QUALIFICATIONS OF APPLICANT

4. Attach three current letters of professional reference. If possible, include at least one from a parent-client.

Letter from Dr. Nathaniel Kendall-Taylor, current parent at Clara Barton Center for Children. Please see Pages 6a and 6b.



To: Montgomery County Government

From: Dr. Nathaniel Kendall-Taylor, CEO, The FrameWorks Institute; Senior Fellow, Harvard Center on the Developing Child; Visiting Professor, Yale University Child Studies Center

Re: Lease Renewal: Clara Barton Center for Children

Date: December 2nd, 2017

This letter represents my a strong and unequivocal endorsement of the Clara Barton Center for Children (CBCC)—for its quality curriculum; its highly trained and caring staff; and its integral position as part of the community. CBCC is an exemplary institution of child development that implements state of the art, science-based practices, to support the type of positive child development that results in strong citizens and contributing community members. CBCC is a vital institution for the families of the area that it serves, providing a vital and high-quality service to the community in supporting the growth and development of all of the children who pass through its doors.

My recommendation for the renewal of the CBCC lease and more general testament to the quality and importance of CBCC as an institution comes from two different roles that I play. First, I am the parent of three children, each of whom has attended the entire CBCC program. Second, I am an expert in the science of early childhood development.

As a parent, I have seen intimately how my three children have benefited, each in different ways, from the curriculum offered at CBCC and by the highly trained, deeply experienced, and unquestioningly caring staff at the Center. CBCC leadership has created a warm and welcoming context for children and their parents and has done an excellent job in selecting and supporting a truly fantastic staff of teachers and developmental experts. As my three children have moved through the CBCC program, I have had experience with every teacher on staff and can say without question that they are top-notch—well-trained, deeply caring about each and every child, and highly skilled and supportive in their interactions with not only children, but also their parents. Every single staff member at CBCC works hard at creating and maintaining the highest quality early childhood developmental experience for children. I have seen how the instruction and the more general context and culture of the Center have benefited each of my children individually and our family more generally. As parent, I feel unequivocally positive and deeply grateful for having been able to be part of