

LICENSE AGREEMENT

FAMILY SERVICES, INC.

1/a KIDS SPOT

DATE: 6/8/15

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 6 day of June, 2015, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and FAMILY SERVICES, INC., a non-profit Maryland corporation t/a Kids Spot (the "Licensee"), (the County and the Licensee together the "Parties").

WITNESSETH:

WHEREAS, the County is the owner of fee simple title in the building known as the Montgomery County Circuit Court, 50 Maryland Avenue, Rockville, Maryland, 20852 (the "Building"), and

WHEREAS, the County desires to provide child care supervision services on a first come first serve basis, free of charge for children 2-12 whose parents or guardians are conducting business in the Building, and

WHEREAS, the County entered into Contract Number 1050312 with Licensee to provide and operate a program to provide child care supervision services on a first come first serve basis, free of charge for children 2-12 whose parents or guardians are conducting business in the Building

WHEREAS, the Licensee has agreed to provide the services set forth in the Contract and the County has agreed to enter into a license with Licensee to access the South Tower Room 1441 of the Building as more particularly defined in the License Agreement for this purpose; and

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

1. LICENSED PREMISES: The County does hereby grant Licensee the privilege, license and right to a portion of the lower level of the Building, including the kitchen, staff bathroom facilities and the room closest to the entry doors as shown located on the **Exhibit A** (the "Licensed Premises"), which is attached to this License.

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

3. EARLY TERMINATION: It is agreed between the Parties that this License may be terminated at any time during the License Term or any extension of the

License Term by any of the Parties by giving, thirty (30) days written notice of the termination to the other Party. If the Licensee is removed as the provider under the Contract this License shall automatically terminate on the date of termination of the Contract. The County is under no obligation to provide alternate space for Licensee and is not responsible for any moving costs or any expenses incurred by Licensee to relocate or move whether such move or relocation is the result of termination or any other reason.

4. LICENSE FEE: In consideration of services provided by the Licensee as set forth in attached contract, and for the rights and obligations provided for in this License, Licensee shall pay One Dollar (\$1.00) per year. All payments are to be made in advance on the first day of the Term, during each license year, and shall be payable by check to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, P. O. Box 9464, Gaithersburg, Maryland 20898-9464.

5. USE OF LICENSED PREMISES: Licensee covenants and agrees that the Licensed Premises shall be used to operate a program to provide child care supervision services on a first come first serve basis, free of charge, for children 2-12 whose parents or guardians are conducting business in the Building for services, as more fully described in the Contract for Service as attached as **Exhibit B** (the "Permitted Use"). Licensee agrees to ensure compliance with all licensing and operational requirements regulating the use of the Licensed Premises therein described. Licensee shall be responsible for obtaining all licenses and certifications required by State, Federal, and County law to operate the program as defined in the Contract. Failure to obtain and maintain any certifications and licenses required under State, Federal, or Local law to operate the program as defined in the Contract will constitute a breach of this License. Licensee will use and occupy the Licensed Premises during the License Term for no purpose other than the use as specified in the Contract.

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

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

8. ALTERATIONS AND IMPROVEMENTS:

A. In accordance as set forth in the Contract, the Licensee shall make reasonable renovations to the Licensed Premises; however, the Licensee shall not undertake any alterations, changes or improvements to the Licensed Premises, during any part of the License Term, without the prior written consent of the County. Once the

County's consent has been obtained, Licensee shall be responsible for the acquisition of any and all necessary permits and for the observance of all building and zoning ordinances and regulations then in effect. Failure to adhere to any previously approved plans, applicable ordinances or regulations shall be deemed to be a breach of this License.

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

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

10. SERVICES AND OPERATING EXPENSES:

A. By County: Subject to annual appropriation by the County Council and except for work necessitated by reason of Licensee's negligent or wrongful act, the County agrees to provide within the Licensed Premises, at the County's sole cost and expense the services listed below. All such services shall be provided and performed at the same level and manner as provided and performed for all Montgomery County serviced properties.

- i. All repair and maintenance in the Licensed Premises over One Hundred Dollars (\$100.00).
- ii. Repair, replacement and preventive maintenance of HVAC, electrical and plumbing systems.

- iii. Office computers, telephones and appliances in the Licensed Premises that have been installed by the County will be the property of the County and maintained by the County's Department of Technology Services and County Maintenance;
- iv. Major structural repairs.
- v. Maintenance and repair to the exterior of the Licensed Premises including painting, roofing and gutters, including gutter cleaning.
- vi. General maintenance, including but not limited to interior and exterior window cleaning, lawn maintenance including grass mowing; general grounds keeping including mulching, trimming of shrubbery and trees, but excluding flower bed maintenance, snow and ice removal from sidewalks and parking lots adjacent to the Licensed Premises, from parking areas and driveway; gutter cleaning; light bulb replacement; carpet cleaning and repair; and maintenance required for code compliance.
- vii. Utilities, including electric, gas, fuel oil and water.
- viii. Trash removal, recycling and pest control.
- ix. Fire extinguisher service and replacements as necessary.
- x. Interior painting as needed or as required by the County.

B. By Licensee: Licensee agrees to provide within the Licensed Premises, at Licensee's sole cost and expense the services set forth below.

- i. All repair and maintenance in the Licensed Premises under One Hundred Dollars (\$100.00).
- ii. All custodial, janitorial and recycling services in the Licensed Premises.
- iii. Telephone service not provided by the County.
- iv. Appliance replacement when, in County's sole judgment, replacement is necessary due to abuse,

misuse, or negligence on the part of Licensee, its employees, patrons or agents. All appliances shall be approved by the County prior to their installation.

- v. Licensee shall not proceed with or use any unusual or hazardous materials in the performance of these requirements without consent of the County.
- vi. Notwithstanding the obligations of the County regarding certain maintenance, Licensee will be responsible for damage to the structure, grounds or contents of the Licensed Premises due to the willful or negligent acts of Licensee, Licensee's employees, patrons, residents, or agents. In the event of such damage, the Licensee shall immediately make the necessary repairs or replacement to the satisfaction of the County, at Licensee's sole cost and expense or the County shall make such repairs or replacements for which Licensee shall promptly reimburse the County.

A summary of such repairs shall be transmitted quarterly to the Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850, Attention: Director of Real Estate.

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

12. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Insurance Requirements:

i. The Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of general liability insurance with a minimum limit of liability of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) for bodily injury and property damage including Contractual Liability, Premises and Operations, Independent Contractors, Personal Injury and fire liability issued by an insurance company licensed in the State of Maryland and acceptable to the County.

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

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

B. Additional Insured: The Licensee's Liability Policies must list Montgomery County, Maryland as an additional insured and all insurance policies obtained by the Licensee as required by this License Agreement must provide that the Licensee 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.

C. Certificate of Insurance: The Licensee must, within forty-five (45) days from execution of this License Agreement, deliver to the County a certificate(s) of insurance and copy of policies evidencing the coverage required under this License Agreement. The certificates must be issued to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850. The Licensee has the obligation to assure that the County always has a valid Certificate of Insurance and complete copies of the policies.

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

damage resulting from such casualty or other occurrence, to the extent that the Licensee would be covered by insurance if the Licensee complied with the requirements of this License Agreement pertaining to insurance.

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

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

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

A. Licensee shall not keep gasoline or other flammable material or any explosive within the Licensed Premises which will increase the rate of fire insurance on the Licensed Premises beyond the ordinary risk established for the type of operations described in Paragraph 5, above. Any such increase in the insurance rate due to the above, or due to Licensee's operations within the Licensed Premises, shall be borne by Licensee. Licensee shall not willfully do any act or thing in or about the Licensed Premises which may make void or voidable any insurance on the Licensed Premises, and Licensee, upon receipt of the same in writing, agrees to conform to all rules and regulations established from time to time by the County, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

B. Licensee shall not use or allow the Licensed Premises or any part thereof to be used for any illegal, unlawful or improper purpose or for any act or thing that may be a nuisance, annoyance, inconvenience, or cause damage to the Licensed Premises.

C. Licensee shall not place upon the Licensed Premises any placard, sign or lettering, without written approval from the County.

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

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

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

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

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

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

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

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

L. The Licensee must not permit any trade or occupation to be carried on or use made of the Licensed Premises outside the scope of this License and the Contract. Further the Licensee agrees to and must obey any and all federal, state, county

and local laws and regulations relating to their operation of business on and in the Licensed Premises and Building of which the Licensed Premises are a part.

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

15. DESTRUCTION OF LICENSED PREMISES: In the event of damage to or destruction of the Licensed Premises or any part of the Licensed Premises by fire, storm, flood or other casualty this License shall automatically terminate and the Parties shall be discharged from all responsibilities arising under this License.

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

- i. Failure to perform under any term, covenant or condition of this License;
- ii. The commencement of any action or proceeding for the dissolution or liquidation of Licensee, or for the appointment of a receiver or trustee of Licensee's property;
- iii. The making of any assignment for the benefit of Licensee's creditors;
- iv. The abandonment of the Licensed Premises by Licensee;
- v. any default or breach of the terms and conditions of the Contract which is not cured prior to the expiration of any applicable notice and cure period;
- vi. Use of the Licensed Premises by the Licensee or with the consent of Licensee, for uses other than the Permitted Uses; and
- vii. The intentional use of the Licensed Premises by Licensee or by Licensee's agents, employee, contractors, or guests, for any unlawful purpose.

17. ACCESS: Licensee shall allow County and County's employees or agents to have access to the Licensed Premises at all times for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work required to be performed by County, or which County considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Licensed Premises.

18. SURRENDER OF POSSESSION: Licensee covenants and agrees that, at the expiration or other termination of this License, to remove all goods and effects from the Licensed Premises not the property of County, and to yield up to County the Licensed

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

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

20. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that Licensee, at Licensee's expense, shall promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, or any municipality in which the Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office (the "Applicable Laws"). In no event shall Licensee be liable for any violations of Applicable Laws with respect to the Licensed Premises which are existing as of the Commencement Date. The County shall be required to ensure that the Building and the land upon which the Building is located are in compliance with all Applicable Laws.

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

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

23. PUBLIC EMPLOYMENT: The Licensee understands and agrees that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code 2004, as amended, that it is unlawful for any person or entity transacting business

with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

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

COUNTY:

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

With a copy, that does not constitute Notice to:

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

LICENSEE:

Family Services, Inc.
610 East Diamond Avenue
Suite 100
Gaithersburg, Maryland 20877
Attn: Executive Director

25. RESIDENT AGENT: The Resident Agent for the Licensee is Richard W. Lawlor, Esq. and the address for receipt of notices and service of process is 1668 Gude Drive, Rockville, Maryland 20850. Licensee must immediately notify County of any change in resident agent or address as provided herein.

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

27. NON-APPROPRIATION: This License shall terminate automatically on July 1 of any year for which the County, for whatever reason does not appropriate funds to pay for the services specified in this License. The Licensee shall not make or be

entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

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

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

30. FORCE MAJEURE: Neither Party will be deemed in default with respect to the performance of any terms, covenants, and conditions of this License if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, inability to obtain any material or service, through natural or other cause beyond the control of either party; provided, however, that this provision shall not excuse any non-payment of License Fees. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a Party.

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

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

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

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

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

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

COUNTY:

LICENSEE:

Ramona Bell-Pearson Date: 6/8/15

_____ Date: _____

Ramona Bell-Pearson

Name: _____

Assistant Chief Administrative Officer

Its: _____

WITNESS:

Julie L. White

WITNESS:

Approved for Form and Legality
Office of County Attorney

Recommended
Office of Real Estate

Wade Thayer

Date: 9/30/15

Cynthia B. Date: 9/28/15
Cynthia Brenneman, Director of Real Estate

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

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

COUNTY:

LICENSEE:

Ramona Bell-Pearson Date: 6/8/15

Thomas E. Harr Date: 5/8/15

Ramona Bell-Pearson

Thomas E. Harr

Assistant Chief Administrative Officer

Chief Executive Officer

WITNESS:

Julie L. White

Approved for Form and Legality
Office of County Attorney

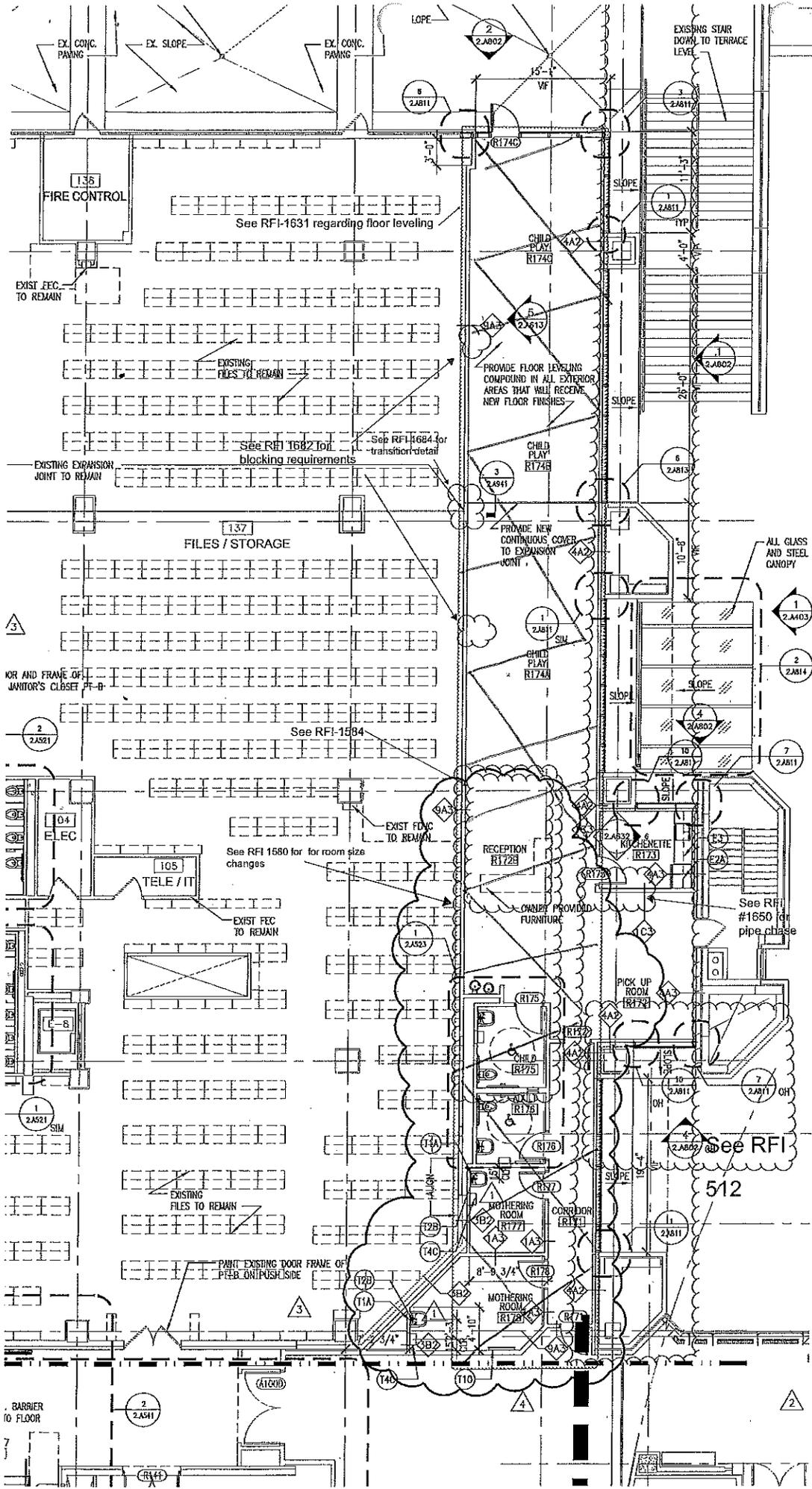
WITNESS:

Meredith Myers MEREDITH MYERS
5/8/15

Recommended
Office of Real Estate

_____ Date: _____

_____ Date: _____
Cynthia Brenneman, Director of Real Estate



- 3) REFER TO A911 FOR OPENING SCHEDULE
- 4) REFER TO F-SERIES DRAWINGS FOR OWNER PROVIDED FURNITURE LAYOUT FOR INFORMATION ONLY.
- 5) PROVIDE COLUMN CORNER GUARDS AT ALL EXPOSED COLUMN CORNERS IN PARKING AREA TO 4'-0" A.F.F.
- 6) ALL EXTERIOR STEEL TO BE HOT DIPPED GALVANIZED WITH BOLTED CONNECTIONS.
- 7) REFER TO ENLARGED PLANS FOR ALL DETAIL, ELEVATION TAGS IN ENLARGED AREAS OF PLAN.
- 8) ALL JANITOR'S CLOSETS TO RECEIVE MOP HOOK/ SHELF LOCATED AT 57" A.F.F.
- 9) WHERE WALLS ABOUT WINDOW MULLION, CENTER WALL ON MULLION.
- 10) SECURE ARWAYWAY GRATING BELOW GRATE WITH TAMPER PROOF SCREWS.

PLAN KEYNOTES

- P-1 PROVIDE 48" X 96" WHITE BOARD CENTERED ON WALL U.N.O, LOCATE TOP OF BOARD AT 7'-2" A.F.F.
- P-2 DOCKET MONITOR - COORDINATE WITH AV DRAWINGS.
- P-3 ELECTRONICALLY OPERATED CEILING MOUNTED PROJECTION SCREEN. REFER AV DRAWINGS.
- P-4 TRIPLE-TIER MTL. LOCKERS-TYPE 2
- P-5 6" CONCRETE-FILLED STEEL TUBE BOLLARD, SEE STRUCTURAL.
- P-6 PROVIDE 2'-6" P.L.M. SHELF AND ROD AT 57" A.F.F., SEE SIM DETAIL 9/1.A947 AND 4/2.A934.
- P-7 DOUBLE-TIER MTL. LOCKERS-TYPE 1
- P-8 SINGLE-TIER MTL. LOCKERS WITH BASE DRAWER-TYPE 3
- P-9 SINGLE-TIER MTL. LOCKERS W/ BENCH-TYPE 4
- P-10 PLAN COUNTER AT 2'-10" AFF, SEE DETAIL 11/1.A945 AND 12/2.A932.
- P-11 GLASS PANELS - SEE INTERIOR ELEVATIONS AND SIGNAGE.
- P-12 CONC. RAMP WITH HOT DIPPED GALV. RAIL, BOTH SIDES.
- P-13 5-TIER MTL LOCKERS- TYPE 5
- P-14 SINGLE-TIER UNDERCOUNTER LOCKERS - TYPE 6
- P-15 CMU OPENING FOR MECH. EQUIP

DETENTION EQUIPMENT

- DE1 DEAL TRAY
- DE2 DETENTION BENCH TYPE 1
- DE3 DETENTION STOOL
- DE4 DETENTION BENCH TYPE 2
- DE5 GUN LOCKER, 10-COMPARTMENT
- DE6 SECURITY MESH SLIDING DOOR
- DE7 MODESTY SCREEN
- DE8 SECURITY ACCESS PANEL
- DE9 DETENTION GRAB BAR
- DE10 GUN LOCKER, 4-COMPARTMENT

KITCHENETTE EQUIPMENT

- E1 VENDING MACHINE (N.I.C.)
- E2A FULL SIZE REFRIGERATOR
- E2B UNDERCOUNTER REF.
- E3 MICROWAVE
- E4 DISHWASHER
- E5 ICE MAKER

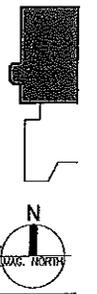
AHLI NOTE -
OWNER WILL TAKE NECESSARY STEPS TO RELOCATE FURNITURE TO PROVIDE ADEQUATE ACCESS TO EXISTING FIRE EXTINGUISHER CABINETS AND FIRE HOSE CABINETS.

REGISTRATION

PROFESSIONAL CERTIFICATES APPROVED BY ME, / JUNE 22, 2014.

NO.	DA
1	09.15
1	10.22
2	11.11
3	12.08
4	01.25

PROJECT DRAWN BY CHECKED I KEY PLAN:



**MONTGOMERY COUNTY, MARYLAND
CIRCUIT COURT**

CONTRACT #1050312

**CONTRACT FOR CHILD SUPERVISION SERVICES FOR THE CIRCUIT COURT
KIDS SPOT WAITING ROOM**

This **CONTRACT** is made this 25th day of March, 2015, by and between Montgomery County, Maryland, hereinafter referred to as the "**COUNTY**" and Family Services, Inc. hereinafter referred to as the "**CONTRACTOR**."

BACKGROUND

1. The **COUNTY** desires to enter into this **CONTRACT** with the **CONTRACTOR** for the provision of child supervision services for the **COUNTY**'s Kids Spot Child Waiting Room located at the Montgomery County Circuit Court, 50 Maryland Avenue, South Tower Room 1441, Rockville, MD. This supervised waiting area will be available on a first come, first serve basis, free of charge for children aged 2 – 12 whose parent(s)/guardian(s) are conducting business in the Circuit Court building.
2. The Director, Department of General Services, or the Director's designee, is the duly authorized signatory of this **CONTRACT** on behalf of the **COUNTY** and is responsible for all contractual modifications and changes on its behalf thereto.
3. The **COUNTY** issued Request for Proposals #1050312 Circuit Court Kids Spot Waiting Room Child Supervision Services on January 5, 2015 and issued Solicitation Amendment # 1 on January 21, 2015. The Request for Proposals #1050312 and Solicitation Amendment # 1 are collectively referred to as the "RFP".
4. The **CONTRACTOR** submitted a Proposal in response to the RFP on February 4, 2015.
5. The **COUNTY** has awarded this Contract to the **CONTRACTOR** in accordance with the RFP.

ARTICLE 1. PRIORITY OF DOCUMENTS

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

1. This **CONTRACT** document;
2. The General Conditions of Contract between County & Contractor (“General Conditions”) (Exhibit A) including the Mandatory Insurance Provisions (Exhibit B). The Mandatory Insurance Provisions supersede the insurance provisions set forth in Paragraph 21 of the General Conditions;
3. The County’s RFP #1050312 dated January 5, 2015 and Solicitation Amendment # 1 issued on January 21, 2015 (Exhibit C)
4. The Contractor’s Proposal dated February 4, 2015 (Exhibit D).

ARTICLE 2. SCOPE OF SERVICES

The **CONTRACTOR** must

1. Operate the Kids Spot Child Waiting Area (hereinafter referred to as “Kids Spot”) as a secure, child-friendly drop-in supervision center for a maximum of 10 to 16 children (dependent on the age of the children) between the ages of 2 to 12 from the hours of 8:00 AM to 12:30 PM and 1:15 PM to 5:00 PM on all days that the Circuit Court for Montgomery County is in operation, typically 5 days per week, Monday through Friday, excluding Court holidays.
2. Follow all requirements of the Code of Maryland Regulations (COMAR) including but not limited to MD Child Care Center COMAR 13a 16.03d; revised 4/14/14 in the operation of the Kids Spot waiting area. The Contractor must maintain current records at all times to determine the maximum number of children, based on their ages, allowed at any given time in compliance with State and County laws and regulations.
3. Sign and comply with the requirements of a Space License Agreement with the County’s Department of General Services, Real Estate and Management Services for the Kids Spot facility located in Room 1441, South Tower, Montgomery County Circuit Court at 50 Maryland Avenue, Rockville, Maryland 20850. The Space License Agreement between the County and the Contractor is incorporated by reference and made a part of this Contract as Exhibit E.
4. Provide daily housekeeping of the Kids Spot waiting area and notify the County Facilities Department of the need for minor repairs as described in the Space License Agreement. The County is responsible for providing major repairs, trash and snow removal, electrical, water, and sewer services, telephone, computer & peripherals, network, and required operational & child processing software.

5. Maintain a license as a child care provider in good standing with the Maryland State Department of Education (MSDE), Division of Early Childhood Development, Office of Child Care (OCC), Licensing Branch. The Contractor must operate the Kids Spot consistent with licensed childcare center health and safety standards. The Contractor must provide a copy of the valid license to Circuit Court, Court Administrator at the inception and each renewal period of this Contract and must immediately notify Judy Rupp, Court Administrator of any changes in the Contractor's license status.
6. Provide child care services only in Room 1441 which has been approved for this use.
7. Supervise, at all times, each child in a manner appropriate to the child's age, activities, and individual needs.
8. When snacks are provided, store, prepare and serve food in a safe, sanitary and healthful manner in accordance with all applicable laws, rules and regulations.
9. Offer indoor activities that are appropriate to the age, needs and capabilities of each child.
10. Maintain an up-to-date emergency information card on file for each child in the Kids Spot waiting area, including identity kit data that is obtained upon registration from the child's parent or guardian.
11. Respond to courthouse emergencies as directed by the Montgomery County Sheriff's office and the Sheriff's Deputy in charge of courthouse security. Follow emergency procedures as directed by the Court and its representatives.
12. Post an approved emergency evacuation plan and conduct evacuation drills in conjunction with the Circuit Court.
13. Ensure child discipline procedures are appropriate to a child's age and maturity level and are in accordance with all applicable state and local laws and regulations and do not include the deliberate infliction of physical or emotional pain.
14. Follow procedures for reporting emergencies as directed by the Court.
15. Employ a sufficient number of staff who are qualified to provide direct services to children in order to staff Kids Spot on each day that the Circuit Court is open with a Lead Child Specialist and Child Specialist who will plan and organize activities for a mixed age group of children between the ages of 2 years old and 12 years old each day as well as a Program Coordinator who will supervise the performance of the Lead Child Specialist and Child Specialist and direct the overall operations of the Kids Spot. Maintain one staff member on duty with fluency in Spanish at all times.
16. Employ the following staff members:
 - a. Program Coordinator who is responsible for the following:
 - i. Providing direction and oversight for the Kids Spot program, including the hiring, evaluation and discharge of staff, in compliance with applicable

performance standards, policies and procedures, as well as organizational values and philosophies.

- ii. Acting as a liaison with Courthouse personnel to ensure smooth running of the Kids Spot program. Ensure compliance with the provisions of this Contract.
 - iii. Arrange or provide training for staff sufficient to accomplish job performance required by applicable state and local rules, regulations and laws and maintain quality assurance standards.
- b. Lead Child Specialist:
- i. Serve as primary caregiver for up to 8 children mixed ages 2 years old to 12 years old while the children are in Kids Spot. Plan activities and interact with children throughout their stay at Kids Spot.
 - ii. Maintain a safe and developmentally appropriate area for children. Ensure that all supplies and equipment are clean, organized and well maintained.
 - iii. Welcome guardians and children to Kids Spot and oversee the registration process.
 - iv. Review all paperwork filled out by guardians and staff to ensure accuracy and completeness.
 - v. Serve as primary coordinator of administrative duties for Kids Spot, and maintain contact with other Court personnel.
- c. Assistant Child Specialist:
- i. Serve as primary caregiver for up to 8 children mixed ages 2 years old and 12 years old while the children are in Kids Spot. Plan activities and interact with children throughout their stay in the center
 - ii. Maintain a safe and developmentally appropriate waiting area for children. Keep all supplies and equipment clean, organized and well maintained.
 - iii. Assist with administrative duties for Kids Spot.
 - iv. Maintain resource library stocked with up to date resources of interest to families.

17. Conduct a criminal background and child welfare screening on all Kids Spot staff prior to hire for work under this Contract. The Contractor must not use personnel who have not successfully passed a criminal background and child welfare screening in work performed under this Contract.

18. Submit a medical clearance and TB screening for all staff. Staff may not provide direct supervision services to children until clearance and a negative TB screening have been obtained.

19. Inform staff of their status as mandated reporters and require that Kids Spot staff report any suspected child abuse, neglect or exploitation of minor children as required by law.

20. Train staff prior to providing supervision services at Kids Spot on the following:

- a. Child Welfare Services: Mandated Reporter Training
- b. Emergency Medication Awareness/Administration
- c. Orientation to Policies and Procedures for Kids Spot, Operations Manual
- d. Courthouse Policies and Procedures

- e. Incident Reporting Protocol
 - f. Emergency Preparedness
 - g. First Aid and CPR for Infant/Child/Adult (Certification of training within last 12 months prior to hire may be accepted.)
 - h. Any additional training required by law or regulation
21. The County will provide the Contractor with the Operations Manual for the Kids Spot waiting area. The County and the Contractor will meet once per contract term to review the Operations Manual. Either party may suggest updates to the Operations Manual during the term of the Contract, however, no change to the Operations Manual is final without the County's written approval and issuance of an updated Operations Manual.
22. Maintain confidentially at all times and secure Registration Forms and other personal information in locked filing cabinets.
23. Complete the Morning Checklist duties for Staff, as described in the Operations Manual, on each and every day that the Circuit Court and Kids Spot are open.
24. Complete the End-of-Day Closing Checklist duties for Staff, as described in the Operations Manual, on each every day that the Circuit Court and Kids Spot are open.
25. Follow the Daily Operations tasks, policies, and procedures as described in the Operations Manual developed by the County for this program on each and every day that the Circuit Court and Kids Spot are open, including:
- a. Registration procedure, including use of any identity kits provided by Circuit Court;
 - b. Supervision of children, including encouragement of good behavior and dealing with inappropriate behavior;
 - c. Provision of light snack and water (or labeled bottle to toddler provided by a parent or guardian). Snacks will only be provided to children whose parent or guardian has indicated that the child may have a snack;
 - d. Recordation of changes in courthouse location of parents/guardians;
 - e. Child pick-up procedure;
 - f. Pick up by emergency contact;
 - g. Unauthorized pick up;
 - h. Custody and related Court orders changing custody;
 - i. No Show (failure to pick up) procedure; and
 - j. Any and all additional daily operations tasks, policies and procedures that are included in the Operations Manual in consultation with and upon approval by Circuit Court Administration.
26. Follow the Safety and Security tasks, policies, and procedures per the Operations Manual on each and every day that the Circuit Court and Kids Spot are open, including:
- a. Locking the entry door at all times;
 - b. Use of the emergency exit only in the case of an emergency requiring evacuation;
 - c. Ensuring, through appropriate supervision, that children do not leave the Kids Spot facility unless they have been released to the authorized parent/guardian or

- the emergency contact provided at the time of registration, or are evacuated by law enforcement or fire/rescue personnel in the event of an emergency;
- d. Incident procedure, including reporting and obtaining medical or other assistance if and when necessary;
 - e. Evacuation procedures;
 - f. Maintenance of an emergency evacuation kit; and
 - g. Any and all additional daily operations tasks, policies and procedures that are included in the Operations Manual in consultation with and upon approval by Circuit Court Administration.
27. Follow the Health tasks, policies, and procedures per the Operations Manual on each and every day that the Circuit Court and Kids Spot are open, including:
- a. Procedure for addressing sick children;
 - b. Provision of light snack and water (or labeled bottle to toddler provided by a parent or guardian);
 - c. Medication administration, including emergency medication;
 - d. Hand washing (staff and children);
 - e. Use of gloves;
 - f. Safekeeping of hazardous materials;
 - g. Sanitation;
 - h. Sanitary facilities;
 - i. Diaper changing procedures; and
 - j. Any and all additional daily operations tasks, policies and procedures that are included in the Operations Manual in consultation with and upon approval by Circuit Court Administration.
28. Maintain an open and transparent relationship with the Circuit Court for Montgomery County. Notify Court Administration of any operational issues and propose changes or additions to the Operations Manual and its tasks, policies and procedures to address those issues as soon as is practicable.
29. Maintain in a secure and locked location in the Kids Spot facility all Registration and Check Out forms, related documentation as to identity of children and parents or guardians, any and all incident reports, as well as any sign in-out logs. These must be scanned on a daily basis and stored in the imaging system provided by the Circuit Court.
30. Provide a monthly report noting the days and hours of operation, summarizing the number and make-up (by age) of children supervised in the previous month as well as cumulative year to date totals. Further, the report must log the names, (first name, last initial) and the total length of time each child was supervised by date. The report must describe any incidents and the Contractor's response.
31. Conduct a survey to evaluate the customer satisfaction of parents/guardian with the supervision provided and must, upon approval, make it available in both English and Spanish in the reception area of Kids Spot. The Circuit Court will provide a locked box for deposit of the completed surveys. Survey results will be shared with the

Contractor by the Circuit Court. Any emergent issues identified in surveys will be brought to the attention of the Contractor for immediate investigation and resolution.

32. The **COURT's** rights under this Contract shall not be assigned, sublicensed, or otherwise transferred to any other entity.

ARTICLE 3. COMPENSATION/METHOD OF PAYMENT

The **COUNTY** will make payment to the **CONTRACTOR** as follows:

- A. **CONTRACTOR** will submit monthly invoices and supporting documentation in a format approved by the Circuit Court and County no later than 15 days following the end of each month.
- B. Payment of the **CONTRACTOR's** invoice by the **COUNTY** will be made within 30 calendar days after the **COUNTY's** receipt of an invoice submitted in a form and format approved by the **COUNTY** that has been reviewed, accepted, and approved for payment by the **COUNTY**. Invoices must be sent to Montgomery County Circuit Court, 50 Maryland Avenue, Administration, Room 3040, Rockville, Maryland 20850.
- C. The amount of compensation payable to the **CONTRACTOR** under this **CONTRACT** for the first year of the program is a firm fixed fee of **One Hundred Forty Six Thousand Dollars (\$146,000.00)**. The **CONTRACTOR's** invoices must be based on the hourly rates and expenses identified in the **CONTRACTOR's** proposal.
- D. The **COUNTY** representative shall notify the **CONTRACTOR** in writing within 14 calendar days of any disputed amount included on the **CONTRACTOR's** invoice. The undisputed amount will be paid in accordance with Paragraph B above.
- E. The Contractor's fiscal year line item budget as approved by the County (the "Contractor's Budget") is incorporated by reference into, and made a part of this Contract as Attachment E.
- F. Modifications to the Contractor's approved budget during the fiscal year must be justified, in writing, by the Contractor and must be approved, in writing, by the County, prior to implementation.

- G. The County will reimburse the Contractor for all costs incurred in providing the goods and services described in the Contract, subject to the following limitations:
1. No compensation will be paid for any costs that exceed the relevant line item in the Contractor's Budget by more than 10%.
 2. No compensation will be paid for any costs that exceed the overall total of the Contractor's Budget for each fiscal year.
 3. No services shall be performed by the Contractor under this Contract prior to the execution of a County Purchase Order for those services, and the Contractor's receipt of the said County Purchase Order.
 4. Compensation must not exceed funds appropriated by the County and encumbered in the County Purchase Order issued to the Contractor.
 5. The maximum compensation for the initial term of this Contract must not exceed \$96,021.

Price Adjustments

PRICE ADJUSTMENTS

Prices quoted are firm for a period of two years following the initial contract period. Any request for a price adjustment for supervision services, after this two-year period is subject to the following:

- Approval or rejection by the Director, Department of General Services or designee
- Submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the county sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- Submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
- May not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.

- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the contractor's request.
- Executed by written contract amendment.

ARTICLE 4. TERM

The effective date of this Contract begins upon signature by the Director, Department of General Services. The period in which Contractor must perform all work under the Contract begins on the Contract's effective date upon the County's issuance of a Notice to Proceed and ends after a one year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term two (2) times for one (1) year each.

ARTICLE 5. NOTICES AND COMMUNICATION

For purposes of contract administration, any communication must be sent as follows: the **CONTRACTOR** – Family Services, Inc., 610 East Diamond Avenue, Suite 100, Gaithersburg, Maryland 20877, and if addressed to the **COUNTY** -- Office of Procurement, 255 Rockville Pike, Suite 180, Rockville, MD 20850, with a copy that does not constitute Notice to the Office of the County Attorney, 101 Monroe Street, 3rd Floor, Rockville, Maryland 20850 and if addressed to the **COURT** -- Circuit Court for Montgomery County, Judicial Center, 50 Maryland Avenue, Room 3040, Rockville, MD 20850.

SIGNATURE PAGE FOLLOWS

IN WITNESS THEREOF, the parties herein have executed this agreement as of the day and date of signature by the Director, Department of General Services.

SIGNATURES

FAMILY SERVICES, INC.

MONTGOMERY COUNTY,
MARYLAND

BY: [Signature]

BY: [Signature]
David E. Dise, CPPO
Director, Department of General
Services

Typed: Kylie McCreath

Date: 3/25/15

Title: Deputy Director

RECOMMENDED:

Date: 3/17/15

By: [Signature]
Judy K. Rupp, Court Administrator
Montgomery County Circuit Court

Date: 3-11-2015

APPROVED AS TO FORM ~~AND~~
LEGALITY BY THE OFFICE OF THE
COUNTY ATTORNEY.

By: [Signature]
County Attorney, Paralegal

Date: 3/16/15