

**MEMORANDUM OF UNDERSTANDING  
BETWEEN MONTGOMERY COUNTY AND  
MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION**

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This Memorandum of Understanding (“MOU”) is made on this 15 day of June, 2022, between MONTGOMERY COUNTY, MARYLAND (the “County”) and the MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION (“Commission”). This MOU becomes effective once all designated representatives of both parties have signed it. The MOU may be amended by the mutual consent of the parties, in writing.

**PURPOSE**

The County and the Commission enter into this MOU to establish the parameters of the County’s financial contribution towards the Commission’s child care facility and program (“Child Care”) at the Commission’s Montgomery County Regional Headquarters building located at Wheaton, Maryland (“WHQ”), including the amount and timing of such contribution.

**BACKGROUND**

- A. The parties previously entered into a Development Agreement with the last signature date of August 25, 2014 (“Development Agreement”), under which agreement the County designed, developed, and constructed the WHQ as a turnkey project under County RFP No. 1030213.
- B. The County subsequently delivered the WHQ to the Commission and the Air Rights Deed to the WHQ was recorded on May 27, 2021, among the Land Records of Montgomery County, Maryland, at Book 63129 Page 313.
- C. It is the Commission’s intent to situate the Child Care at WHQ for the benefit of the staff based at the WHQ as well as the public at large, through a Commission procurement process as follows:
- (1) issuance of a request for proposal to select a successful design-build contractor to design and build the Child Care facility (“Design Builder”), and a separate request for proposal to select a Child Care operator (“Child Care Operator”) to manage and operate the day to day Child Care program; or
  - (2) issuance of a request for proposal to select a one source Design Builder and Child Care Operator (“Design Builder/Operator”).
- D. The County recognizes the benefits of situating and operating the Child Care facility at WHQ (“Child Care Facility”) and desires to financially contribute towards the cost of the Child Care Facility buildout and the accompanying startup cost of the Child Care Operator.

E. The parties enter into this MOU to memorialize each of their obligations and responsibilities hereunder.

#### COUNTY RESPONSIBILITIES

1. Upon the selection of a successful proposer for the Design Builder or Design Builder/Operator, as the case may be, and subject to the fulfillment of the Commission Responsibilities set forth in this MOU, the County agrees to transfer \$1,000,000 for the buildout of the Child Care Facility within 10 days from the date of the Commission's notice to the County informing the County of the release of the selection of the successful Design Builder or Design Builder/Operator proposer.
2. Upon (i) selection of a successful proposer of the Child Care Operator; or (ii) substantial completion of the Child Care Facility (if Design Builder/Operator procurement method utilized), the County will transfer \$500,000 for start-up costs of the Child Care operation within 10 days from the date of the Commission's notice to the County of the release of the selection of the successful Child Care Operator proposer or substantial completion of the Child Care Facility, as the case may be.
3. The total County contribution will total \$1,500,000 ("County Contribution").
4. The County agrees to transfer the County Contribution via applicable wire transfer, upon receipt an appropriate notice from the Commission.
5. The primary contact to carry out this MOU on behalf of the County ("County Contact") is as follows:

Barbara Andrews  
Administrator, Early Childhood Services  
Department of Health and Human Services  
Email: [Barbara.Andrews@montgomerycountymd.gov](mailto:Barbara.Andrews@montgomerycountymd.gov)

#### COMMISSION RESPONSIBILITIES

6. The Commission agrees to issue the Commission RFP(s) to select the Design Builder and Child Care Operator, or the Design Builder/Operator, as the case may be, to construct and operate the Child Care Facility at the WHQ in a diligent and responsible manner.
7. The Commission shall notify the County of the Commission's chosen procurement method promptly upon issuance.

8. The Commission will submit the appropriate notices, to the County Contact upon selection of a successful proposer(s) for the Commission RFP(s) and upon substantial completion (as defined in the Commission RFP(s)) of the build-out.

9. The Commission must require the Child Care Operator selected under the Commission RFP to reserve up to 50% of the Child Care enrollment space at all times while the Child Care Operator operates the Child Care at WHQ for families using Child Care subsidy payment via the State and/or County subsidies, such as State Child Care Scholarship (CCS) through Maryland State Department of Education (MSDE) and County Working Parent's Assistance Program (WPA) through the Department of Health and Human Services (DHHS) ("**Mandatory Reservation**").

10. The primary contact to carry out this MOU on behalf of the Commission ("**Commission Contact**") is as follows:

Karen Warnick  
Chief, Management Services Division  
Montgomery County Planning Department  
Email: [Karen.Warnick@montgomeryplanning.org](mailto:Karen.Warnick@montgomeryplanning.org)

11. The *Mandatory Reservation does not obligate the Commission to provide any direct subsidy for the Child Care services at the Child Care Facility, but only to require the Mandatory Reservation by the Child Care Operator.*

12. If the Commission determines that no qualified Child Care operator may be selected from the Commission RFP proposers, then the Commission reserves the right to cancel the Commission RFP(s) and issue a new request for proposal at a later time. In the event that the Commission and its chosen contractors fail to complete the build-out and the start-up and operation of the Child Care Facility, the Commission will promptly return any unspent portion of the County Contribution to the County.

13. If the Commission later determines not to locate the Child Care Facility at WHQ, then the Commission shall return the County Contribution to the County upon such final determination without delay.

TERM

14. The terms of this MOU are applicable as long as the Child Care Operator operates the Child Care at the WHQ.

{SIGNATURE APPEARS ON THE FOLLOWING PAGE}

**Maryland-National Capital  
Park and Planning Commission**

By: *Asuntha Chiang Smith*  
Asuntha Chiang Smith  
Executive Director

Date: 15-Jun-2022

ATTEST:

By: *Gavin Cohen*  
Gavin Cohen  
Secretary-Treasurer

Date: 15-Jun-2022

Approved as to Legal Sufficiency

By: *Megan Chung*  
M-NCPPC Legal Department

Date: 13-Jun-2022

**Montgomery County, Maryland**

By: *Sonia E. Mora* For  
Sonia E. Mora (Jul 3, 2022 19:49 EDT)  
Name: Fariba Kassiri  
Title: Deputy Chief Administrative Officer

Date: Jul 3, 2022

Approval Recommended:

By: *R. Crowel*  
Name: Raymond L. Crowel, Psy.D.  
Title: Director, Health and Human Services

Date: 6/30/22

Approved as to form and legal sufficiency

By: *Travis Adams*  
Associate County Attorney

Date: 6/23/22