

LICENSE AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY, MARYLAND  
AND  
INTERFAITH WORKS, INC.

DATE: 10/8/14

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 8<sup>th</sup> day of October, 2014, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and INTERFAITH WORKS, INC., (the "Licensee"), (the County and the Licensee together the "Parties").

WITNESSETH:

WHEREAS, the County has a leasehold interest in the improvements and contiguous grounds located at 751 Twinbrook Parkway, Rockville, Maryland ("Broome"), and

WHEREAS, the County, through Department of Health and Human Services wishes to provide at Broome a program to receive and make donations of clothing for free distribution to low income persons; and

WHEREAS, the County has agreed to enter into a License with the Licensee to provide at Broome a program to receive and make donations of clothing for free distribution to low income persons as more specifically set forth in Contract Number 1017954 between the County and the Licensee: and

WHEREAS, the Licensee, as the "Service Provider", has agreed to provide such services at the Licensed Premises and the County agrees to enter into a license for the Licensed Premises for this purpose.

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 use approximately 5,000 square feet of floor space at Broome located on the first floor below the gym and just beyond the tennis courts as shown cross-hatched on EXHIBIT A (the "Licensed Premises"), which is attached to this License. The Service Provider agrees to provide at the Licensed Premises a program to receive and make donations of clothing for free distribution to low income persons as more specifically set forth in Contract Number 1017954 between the County and the Licensee attached as Exhibit B and incorporated as if fully set forth herein (the "Contract").

2. LICENSE TERM: The License Term shall July 1, 2014 and shall run concurrently with the Contract unless sooner terminated, and will expire automatically upon the termination of the Contract. Notice of any early termination of the Contract shall be given by Licensee to the County as detailed in 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 Licensed Term by the County giving, thirty (30) days written notice of the termination. If the Licensee is removed as Service 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 the attached Contract, and for the rights and obligations provided for in this License, Licensee shall pay One Dollar (\$1.00) per year to the County. 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 for the exclusive purpose of the Service Provider providing at the Licensed Premises a program to receive and make donations of clothing for free distribution to low income persons as more specifically set forth in the Contract,

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 or any part of 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, with reasonable wear and tear excepted.

8. ALTERATIONS AND IMPROVEMENTS:

A. Licensee shall not undertake any alterations, changes or improvements to the Licensed Premises 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 forty-five (45) 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 Lessor 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. 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, 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. 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 the 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 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 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.

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's 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, 9<sup>th</sup> Floor, Rockville, Maryland 20850. 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 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.

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: 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 Licensee's use of possession of the Licensed Premises, including but not limited to play fields and play areas, from any breach of this License by Licensee, or from any claim, action, damage, liability or expense occasioned wholly or in part by any negligent act, errors or omission of 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 Licensed 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, adjacent properties or the adjacent neighborhood.

C. Licensee shall 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 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 pets 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 Licensed 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, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures.

H. Licensee must require and assure that all entrance doors and windows in the Licensed Premises shall be closed and locked when the Licensed Premises are not in use. Further, Licensee before closing and leaving the Licensed Premises at any time must close all windows and doors and secure the Licensed Premises. No additional locks or bolts of any kind shall be placed upon any of the entrance or interior doors or windows by Licensee nor shall any changes be made in existing locks or the mechanisms thereof without prior written approval of County and in the event of an approved change, shall provide County with keys to the facility. Licensee shall, upon the termination of its tenancy, restore to the County all keys of the building, offices, 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 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 the Contract.

K. The Licensee must not strip, overload, damage, or deface the Licensed Premises or any part of the Broome 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 Broome of which the Licensed Premises are a part.

M. 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:

A. 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 which does not require the Licensee to suspend entirely its business, the County shall, as soon as practicable after said damage or destruction, repair and restore the Licensed Premises to the condition they were in immediately prior to said damage or destruction. Should such damage or destruction of said Licensed Premises or any substantial part of the Licensed Premises render the Licensed Premises wholly unavailable for use by the Licensee for the Use, 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.

B. In the event of damage to or destruction of fifty percent (50%) or more of the building of which the Licensed Premises are a part, the County may elect not to restore the said building and 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:

Licensee:

Interfaith Works, Inc.  
114 Montgomery Ave.  
Rockville, Maryland, 20850  
Rebecca Wagner

County:

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

With a copy, that does not constitute Notice to:

Montgomery County, Maryland  
Office of the County Attorney

101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, Maryland 20850  
Attn: County Attorney

25. RESIDENT AGENT: The Resident Agent for the Licensee is Rebecca Wagner and the address for receipt of notices and service of process is 8231 Osage Lane, Bethesda, Maryland, 20817. 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 the Contract. 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 usurped 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: 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.

35. 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.

SIGNATURE PAGE FOLLOWS

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

WITNESS:

By: Julie White

COUNTY:

MONTGOMERY COUNTY,  
MARYLAND

By: Ramona Bell-Pearson

Ramona-Bell Pearson, Assistant  
Chief Administrative Officer

Date: 10/8/14

WITNESS:

By: Debra Lee

LICENSEE:

INTERFAITH WORKS, INC.

By: Shane Rock

Rebecca Wagner Shane Rock, CEO  
Date: 9/18/2014

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: Dale Moore

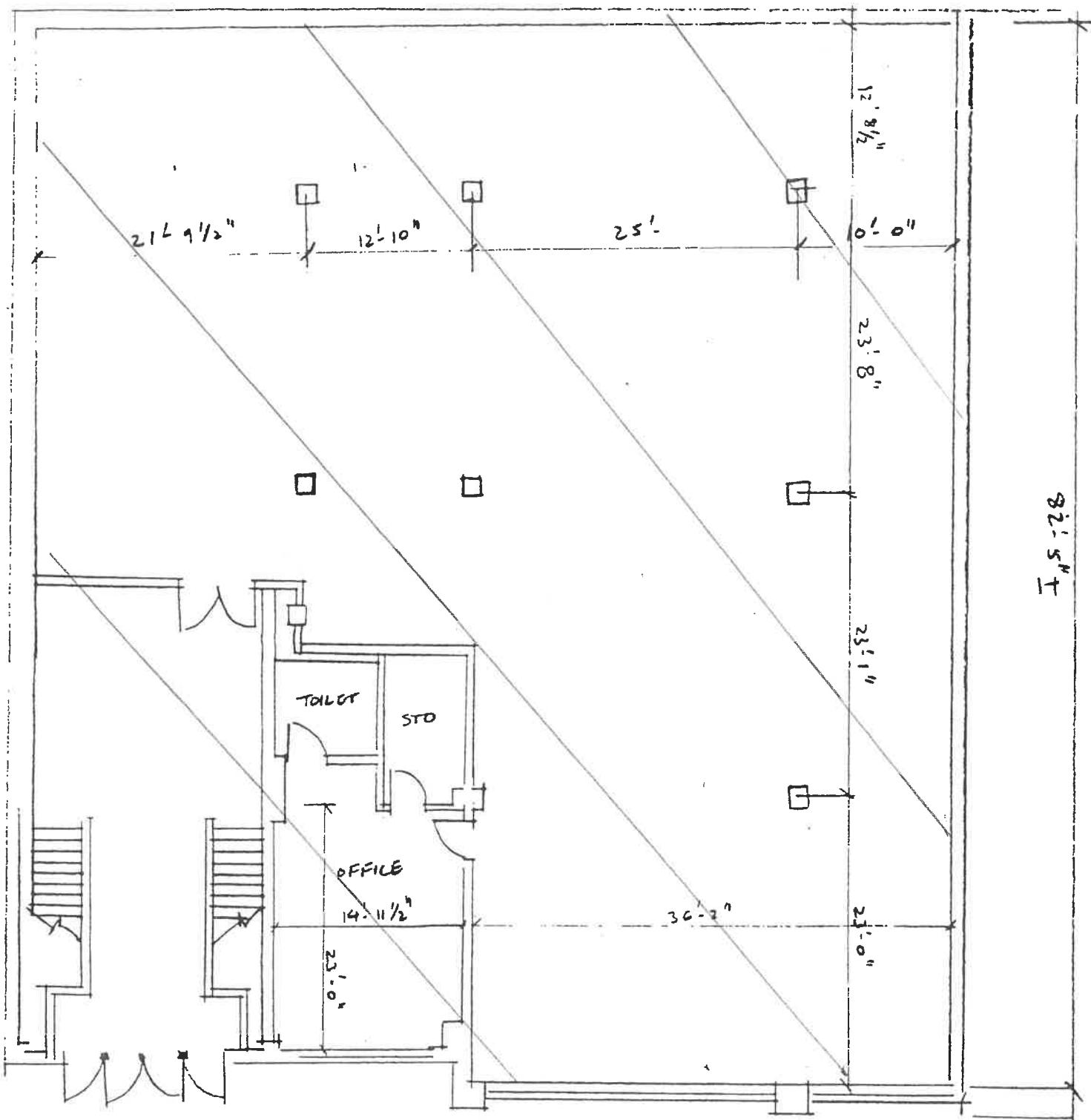
Date: 8/25/14

RECOMMENDED

By: Cynthia L. Brenneman

Cynthia L. Brenneman, Director  
Office of Real Estate

Date: 8/19/14



BROOME SCHOOL  
WAREHOUSE SPACE  
9/9/92



MONTGOMERY COUNTY  
MARYLAND

PURCHASE ORDER (PO)

Isiah Leggett  
County Executive

Department of General Services  
Office of Procurement  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4186

David E. Dise  
DGS Director

Supplier:

Ship To:

Bill To:

INTERFAITH WORKS INC (26962) 114 W MONTGOMERY AVE(ACH) ROCKVILLE, MD 20850 (301) 762 8682 REBECCA WAGNER	HEALTH AND HUMAN SERVICES CONTRACT MANAGEMENT TEAM 401 HUNGERFORD DR 6TH FL Rockville, MD 20850	HEALTH AND HUMAN SERVICES CONTRACT MANAGEMENT TEAM 401 HUNGERFORD DR 6TH FL Rockville, MD 20850
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Purchase Order Information:

MC Buyer Samuel Flood	PO Type Purchase Order	PO No. 1043854	Revision No. 0	Revision Date	MC Revision Buyer
MC Dept. Contact Phone/Email	MC Dept. Contact Phone/Email	Contract No.	FOB	Payment Terms	MC Customer Acct. No.
Requested By: Dukes, Kara I	Requester Info: 240-777-4453 kara.dukes@montgomerycountymd.gov	1017954	Destination	Net	

THIS BLANKET PURCHASE ORDER IS NOT VALID UNTIL JULY 1, 2014.

This purchase order is Contract Amendment #4, to Contract #1017954 (the "Contract").

This Contract is renewed for an additional term and the new contract term end date is June 30, 2015.

The maximum amount payable under this Contract for all goods and services provided from the date of original contract execution is increased by \$48,845, from \$96,266.66 to \$145,111.66. The maximum amount payable for goods or services provided during the additional term is \$48,845.

This contract amendment is effective July 1, 2014, upon signature by the Director, Department of General Services.

Existing contract terms remain in effect unless specifically changed by this contract amendment.

Terms:

This blanket purchase order is issued in accordance with the terms, conditions, scope of services, and compensation of the Contract listed above, and is effective from July 1, 2014, through June 30, 2015.

Total charges against this blanket purchase order shall not exceed the total of this blanket purchase order listed below.

The Contractor's budget dated April 2, 2014 is attached, and is incorporated into, and made a part of the contract as Attachment A to this Amendment.

Questions concerning this blanket purchase order should be directed to Kara Ingram Dukes (240) 777-4453.

Revised:

PMMD-20  
Contract  
EXHIBIT B



MONTGOMERY COUNTY  
MARYLAND

PURCHASE ORDER (PO)

PURCHASE ORDER 1043854

Line No. Description Good/Service/Construction

1 FY15 RQ for Interfaith Works, Inc., Contract #1017954, amendment #4  
PO Unilateral Renewal

Quantity    UOM    Unit Price    Extended Price

48,845.00

Attachments:

Total:

48,845.00

MC Contracting Officer:

A handwritten signature in black ink, appearing to read "J. D. [Signature]".

Date: 20-JUN-2014

PO 1043854

Revised:

PMMD-20

This Contract is between Montgomery County, Maryland (the "County") and the Interfaith Works, Inc. 114 W Montgomery Avenue, Rockville, MD 20850 (the "Contractor").

### BACKGROUND

1. The County is committed to providing a Clothing Center for emergencies and for homeless persons in Montgomery County.
2. The Contractor, through its Interfaith Works Clothing Closet, operates a clothing distribution center for low-income and homeless residents in Montgomery County.
3. The Contractor represents that it has the appropriate experience and expertise to provide the services required under this Contract.
4. The Contractor has been designated as a grantee for this purpose by County Council resolution and this Contract is entered into pursuant to Section 11B-14(a)(4) of the Montgomery County Code.

### TERMS AND CONDITIONS

#### I. SCOPE OF SERVICES

- A. The Contractor must operate the Interfaith Works Clothing Closet at 754 Twinbrook Parkway, Rockville, Maryland. The Contractor, within 30 days of execution of this Contract and before occupying the space, must sign a space license agreement with the County's Department of General Services for use of these facilities. This space license agreement may require insurance coverage in addition to the requirements specified in Article VI. General Conditions and Insurance.
- B. The Contractor must provide 2-bilingual (English & Spanish) employees to service the clients of the Interfaith Works Clothing Closet. The Contract will provide partial funding for their salaries. *C. m. it.*
- C. The Contractor must provide free clothing, household goods, layette set and school supplies during the back to school seasons to verified low income residents who are referred to the Contractor by service providers in the County.
- D. The Contractor must recruit and train volunteers to assist in operating the Interfaith Works Clothing Closet and be open to the public at least 24 hours a week for at least 50 weeks a year to receive and dispense merchandise.
- E. The Contractor must seek donations sufficient to provide for the clients needs.
- F. The Contractor must include the following phrase on all printed or other media materials prepared as a result of this Contract: "Funded by the Montgomery County Department of Health and Human Services. This material may be reproduced." All public relations materials produced by the Contractor become the property of the County upon termination of this Contract.

## II. REPORTS

### A. Monthly Reports

The Contractor must submit a monthly report to the County in a format approved by the County. The report must accompany the monthly invoice and include at a minimum, a summary of the services provided during the month.

### B. Community Grant Report

The Contractor must submit a one-page report semi-annually to the Department of Health and Human Services (DHHS), with a copy to the Office of Management and Budget. This report must describe the results achieved with the funds awarded in the Community Grant. The required report format is attached to this Contract as Attachment B.

As noted above, the report must be submitted two times a year, and is due on January 15<sup>th</sup> of the grant year and July 15<sup>th</sup> immediately following the grant year.

This report is only applicable for funds received via a Community Grant. If no Community Grant funds are received, this report is not required.

## III. COMPENSATION

A. 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 B.

B. 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.

C. The County will reimburse the Contractor for all costs incurred in providing the goods and services described in this 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 \$46,500.

#### IV. INVOICES

The Contractor must submit monthly invoices and supporting documentation in a format approved by the County no later than 15 days following the end of each month. Upon receipt, acceptance and approval of the Contractor's invoice, the County will make payment, net 30 days, for expenses incurred by the Contractor in providing the goods and services described in this Contract. All required reports and other supporting documentation must be provided with the Contractor's monthly invoice. All invoices must be sent to the Contract Monitor designated by the County.

#### V. TERM

This Contract is effective July 1, 2012 upon signature of the Director, Department of General Services and will end on June 30, 2013. Before the Contract term ends, the Director, at his or her sole option, may (but is not required to) renew this Contract for additional one-year periods, if the Director determines that renewal is in the best interest of the County. Renewal of this Contract is contingent upon the County Council's designation of the Contractor as a grantee under Section 11B-14(a)(4) of the Montgomery County Code for the purposes described in this Contract. Contractor's satisfactory performance does not guarantee renewal of this Contract.

#### VI. GENERAL CONDITIONS AND INSURANCE

The General Conditions of Contract Between County and Contractor ("General Conditions") are incorporated by reference into and made a part of this Contract as Attachment A. The insurance requirements listed below supersede the insurance requirements set forth in Paragraph 21 of the General Conditions.

Prior to the execution of the contract by the County, the Contractor must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability A minimum limit of liability of one million dollars (\$300,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

Contractual Liability  
Premises and Operations  
Independent Contractors  
Products and Completed Operations

Worker's Compensation/Employer's Liability (Waive if no employees) Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

Bodily Injury by Accident - \$100,000 each accident  
Bodily Injury by Disease - \$500,000 policy limits  
Bodily Injury by Disease - \$100,000 each employee

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation Forty-five (45) days written notice of cancellation or material change of any of the policies is required.

Certificate Holder

Montgomery County, Maryland  
Department of Health and Human Services/ CMT  
401 Hungerford Drive, 6th Floor, Rockville, Maryland 20850

**VII. PRIORITY OF DOCUMENTS**

The following documents are incorporated by reference into and made a 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 County's General Conditions of Contract Between County & Contractor (Attachment A);
3. Contractor's Budget (Attachment B); and
4. Community Grant Outcomes Report (Attachment C)

**SIGNATURE PAGE FOLLOWS**

Interfaith Works, Inc.  
Contract # 1017954  
Page 5 of 5

SIGNATURES

INTERFAITH WORKS, INC.

By: C. M. H

Typed Name: Camille Henderson

Title: Executive Director

Date: 5/21/12

MONTGOMERY COUNTY, MARYLAND

By: Samuel Hood Jr.  
David E. Dise, CPPO, Director  
Department of General Services

Date: 06/25/12

RECOMMENDED

By: Bruce J. Ahluwalia  
Uma S. Ahluwalia, Director  
Department of Health and Human Services

Date: 5/10/12

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

By: John Reed

Date: 5/19/12



## MONTGOMERY COUNTY MARYLAND

### PURCHASE ORDER (PO)

Isiah Leggett  
County Executive

Department of General Services  
Office of Procurement  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4186

David E. Dise  
DGS Director

Supplier:	Ship To:	Bill To:
INTERFAITH WORKS INC (26962) 114 W MONTGOMERY AVE(ACH) ROCKVILLE, MD 20850 (301) 762 8682 REBECCA WAGNER	HEALTH AND HUMAN SERVICES CONTRACT MANAGEMENT TEAM 401 HUNGERFORD DR 6TH FL Rockville, MD 20850	HEALTH AND HUMAN SERVICES CONTRACT MANAGEMENT TEAM 401 HUNGERFORD DR 6TH FL Rockville, MD 20850

#### Purchase Order Information:

MC Buyer	PO Type	PO No.	Revision No.	Revision Date	MC Revision Buyer
Samuel Flood	Purchase Order	1019322	0		
MC Dept. Contact	MC Dept. Contact Phone/Email	Contract No.	FOB	Payment Terms	MC Customer Acct. No.
Requested By:	Requester info:	1017954	Destination	Net	

THIS BLANKET PURCHASE ORDER IS ISSUED IN ACCORDANCE WITH THE TERMS, CONDITIONS, SCOPE OF SERVICES, AND COMPENSATION OF CONTRACT #1017954.

\*

TOTAL CHARGES AGAINST THIS BLANKET PURCHASE ORDER SHALL NOT EXCEED THE TOTAL LISTED BELOW.

\*

QUESTIONS REGARDING THIS BLANKET PURCHASE ORDER SHOULD BE DIRECTED TO Jesus Salaum (240) 777-1510.  
THIS PO IS NOT VALID PRIOR TO JULY 1, 2012.

PURCHASE ORDER 1019322		Quantity	UOM	Unit Price	Extended Price
1	FY13 Encumbrance for new contract #1017954 with Interfaith Works on behalf of Jesus Salaum				46,492.00

Attachments:

	Total:	46,492.00
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MC Contracting Officer:

A handwritten signature in black ink, appearing to read "HR".

Date: 24-JUN-2012

PO 1019322

Revised:

PMMD-20  
Page 1 of 2