

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
SILVER SPRING COMMUNITY VISION

DATE:

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter referred to as "License"), made this 21st day of Nov., 2003, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and Silver Spring Community Vision ~~VANGUARD SERVICES UNLIMITED~~ (the "Licensee"). (County and Licensee together the "PARTIES").

WITNESSETH:

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. PREMISES: County does hereby grant Licensee the privilege, license and right to use the premises known as 8210 Colonial Lane, Silver Spring, Maryland, the "Licensed Premises". The Licensed Premises shall include the improvements and contiguous grounds, walkways and parking area, as outlined in red on **EXHIBIT A**, for the exclusive purpose of providing the services described in the Service Contract attached as Exhibit B and incorporated as if fully set forth, ("the "Service Contract").

2. TERM: The License shall run concurrently with the Service Contract unless sooner terminated, and will expire automatically upon the termination of the Service Contract. Notice of any early termination of the Service Contract shall be given by Licensee to 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, unless the Licensee is removed as Service Provider under the Service

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. CONSIDERATION: In Consideration of services required by the Service Contract and for the rights and obligations provided for in this License by the Parties, it shall be the Licensee's obligation to keep the Licensed Premises in neat and habitable condition, to maintain them in a good state of repair, and to perform routine grounds keeping duties as set forth in Paragraph 11 (B) below.

5. USE OF PREMISES: Licensee covenants and agrees that the Licensed Premises shall be used only for provision of the services described in the Service Contract (the "Permitted Uses"). Licensee agrees to ensure compliance with all licensing requirements regulating the use of the Licensed Premises herein described. Licensee shall be responsible for obtaining Use and Occupancy Permit in the Licensee's name from the proper County authorities, and all other licenses and certifications required by State, Federal, and County law. Failure to obtain and maintain any certifications and licenses required under State, Federal, or Local law to operate the program defined in the Service Contract will constitute a breach of this License. Licensee will use and occupy the Licensed Premises continuously during the period hereof for no purpose other than the use specified in the Service Contract.

6. PARKING: Licensee agrees to keep the parking area litter free and neat in appearance. Licensee will also keep this area as well as contiguous walkways free of ice and snow.

7. ASSIGNMENT: This License must not be Assigned by Licensee.

8. CONDITION OF PREMISES: Licensee accepts the Licensed Premises in "as is" condition. Licensee agrees to maintain the Licensed Premises in good condition and state of repair and free of clutter throughout the term of this Agreement. Licensee is responsible for any damage to the structure, grounds or contents of the building belonging to County due to the willful or negligent acts of Licensee, Licensee's employees, patrons or agents. In the event of such damage, Licensee shall make the

necessary repairs or replacement to the satisfaction of the County. Licensee acknowledges and agrees that at the end of the License, the Licensed Premises shall be returned to the County in the same condition as they were when Licensee accepted premises, with reasonable wear and tear excepted.

9. 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 45 days from receipt of plans and specifications. The County shall inspect the 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.

10. 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 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.

11. 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 following:

- i. Repair, replacement and preventive maintenance of HVAC, electrical and plumbing systems.
- ii. Major structural repairs.
- iii. Maintenance and repair to the exterior of the Licensed Premises including painting, roofing and gutters, except gutter cleaning.
- iv. Utilities, including electric, gas, fuel oil and water.
- v. Trash removal, recycling and pest control.
- vi. Fire extinguisher service and replacements as necessary.

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

- i. 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; snow and ice removal from sidewalks 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.

Licensee shall not proceed with or use any unusual or hazardous materials in the performance of these requirements without consent of the County.

- ii. All custodial, janitorial and recycling services
- ii. Telephone service.
- iii. 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.
- iv. All grounds maintenance, snow and ice removal
- v. 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.
- vi. Interior painting as needed or as required by the County.

A summary of such repairs shall be transmitted quarterly to the Department of Public Works and Transportation, Division of Operations, 101 Orchard Ridge Drive, 2nd Floor, Gaithersburg, Maryland 20878.

12. FIXTURES AND EQUIPMENT: All items which are attached to the building, or are a part of the building's systems at the time the building is delivered to Licensee, shall remain with the building and shall be delivered to Licensee along with the building. Plumbing, electrical and heating fixtures and all other fixtures, except trade fixtures, installed by the Licensee shall remain in the Licensed Premises at end of term. All items installed within the Licensed Premises at Licensee's expense shall remain the property of Licensee and shall be removed by Licensee at the expiration or other termination of this License. Licensee shall, however, repair any damage caused by reason of said removal. 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.

13. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Licensee agrees to obtain and maintain, during the full term of this License, a policy of liability insurance with minimum combined bodily injury and property damage in the amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for each occurrence, and ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in the aggregate, issued by an insurance company licensed in the State of Maryland and acceptable to the County.

B. Licensee agrees to obtain and maintain, during the term of this License, a policy of Workers' Compensation and Employers' Liability coverage. The Workers' Compensation policy must be in amounts as required by statute and the Employers' Liability Policy must be in amounts of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) for each accident for bodily injury by accident, FIVE HUNDRED THOUSAND (\$500,000) DOLLARS for policy limits for bodily injury by

disease and ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) each employee for bodily injury by disease.

C. Licensee must maintain adequate fire, theft and vandalism insurance for the contents on the Licensed Premises.

D. The County must maintain the County's normal fire and liability insurance on the Licensed Premises. The County reserves the right to self-insure.

E. Licensee shall, within the earlier of thirty (30) days from execution of this License or Licensee's entry onto the Licensed Premises, deliver to the County the required policies or certificates of insurance, evidencing the coverage hereinabove stated and naming the County as an additional insured and/or loss payee. The policies shall provide 45 days notice of cancellation to the County. Licensee has the obligation, without notice, to assure that the County always has a valid unexpired Certificate of Insurance.

G. The certificate holder shall be Montgomery County Government, Department of Public Works and Transportation, Office of Real Estate, 101 Monroe Street, 10th Floor, Rockville, Maryland 20850.

14. HOLD HARMLESS: Licensee agrees to hold harmless and defend the County from and against any and all claims of liability, actions, damages and expenses arising out of or related to Licensee's breach of this agreement or use or possession of the Licensed Premises occasioned wholly or in part by any act or omission of Licensee, its agents, contractors,³ guests or employees, except such claims arising solely from the negligent acts or omissions of the County, the County's employees, agents and contractors. Licensee further specifically agrees to hold the County harmless and defend the County from and against any claim of public liability made in connection with any construction or installation of equipment performed by Licensee, its agents,

employees or contractors, within the Licensed Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Licensed Premises hereinabove described, or such construction or installation of equipment shall have been approved by the County.

15. 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 agrees to conform to all rules and regulations established from time to time by the Licensor, 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 Licensor.

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, employees, patrons and residents.

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 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 the County, and any violation of said rules and regulations 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.

G. Licensee acknowledges that all glass is in good condition at time of occupancy and Licensee will be responsible for the breakage of all glass in the Licensed Premises, and agrees to replace the same without delay regardless of how the same was broken. Licensee further acknowledges that all appliances and equipment are in working order.

H. 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.

I. Licensee must require all entrance doors and windows in the Licensed Premises shall be closed and locked when said Licensed Premises are not in use. Further, Licensee before closing and leaving the 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 the County and in the event of an approved change, shall provide the County with keys to the facility. Licensee shall, upon the termination of its license, 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.

J. Licensee must establish and post in the Licensed Facility an appropriate fire evacuation plan and hold fire drills as required. All occupants of the Licensed Premises shall be trained regarding the safe and proper operation of all appliances and equipment in the Licensed Premises.

K. Licensee must be responsible for on site management of the Licensed Premises and must keep posted the Licensee's responsibilities and obligations as specified in Sections 11 and 15 of this License Agreement. Licensee must keep a copy of this License Agreement at the Licensed Premises and ensure the Licensee's on site representative is adhering to the terms and conditions herein.

16. DESTRUCTION OF PREMISES:

A. In the event of damage to or destruction of the Licensed Premises or any part thereof by fire, storm, flood or other casualty which does not require 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 premises or any substantial part thereof render the Licensed Premises wholly unavailable for use by the County for the Permitted Uses, 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 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 of the 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, County may elect not to restore the said building and this License shall automatically terminate and the Parties shall be discharged from all responsibilities thereafter arising under this License.

17. 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 other default or breach of the terms and conditions of this License or the Service Contract.

18. EMINENT DOMAIN: Licensee is not entitled to any condemnation award 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 thereof, Licensee shall not be entitled to recover from Montgomery County any capital expenditures for improvements and betterments made by Licensee to the Licensed Premises at the Licensee's expense.

19. ACCESS: Licensee shall allow the County and the County's employees or agents to have access to the Licensed Premises at all reasonable 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 the County, or which the County considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Licensed Premises.

20. SURRENDER OF POSSESSION: Licensee covenants and agrees that, at the expiration or other termination of this License and/or the Service Agreement the Licensee must remove all goods and effects from the Licensed Premises not the property of the County, and to yield up to the County the Licensed Premises and all keys, locks and other fixtures connected to the Licensed Premises, 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. 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 Premises, its fixtures, and appurtenances, by said Licensee, its employees, or any other person or persons upon the premises by Licensee's permission.

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

22. 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 codes, statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government and the municipality in which Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office.

23. BENEFIT AND BURDEN: The provisions of this License are personal to the Parties.

24. WAIVER: No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself or of any subsequent breach thereof.

25. NON-DISCRIMINATION: Licensee agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Licensee assures the County that in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, sexual orientation, or genetic status.

26. PUBLIC EMPLOYMENT: Licensee understands that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code 1994, as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

27. MAILING NOTICES: All notices required or desired to be given 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:
SILVER SPRING COMMUNITY VISION
8210 Colonial Lane
Silver Spring, Maryland 20903

Licensor:
MONTGOMERY COUNTY,
MARYLAND
Office of Real Estate
101 Monroe Street
10th Floor,
Rockville, Maryland 20850

With a copy which does not
constitute notice to:
Montgomery County Government
Office of the County Attorney
101 Monroe Street, 2nd Floor
Rockville, Maryland 20850

28. RESIDENT AGENT: The Resident Agent for the Licensee is and its address for receipt of notices and service of process is Barbara Reed Martin 8210 Colonial Lane, Silver Spring, Maryland 20903. Licensee must immediately notify ~~Licensee~~ *County* of any change in resident agent or address as provided herein.

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

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

31. AMERICAN DISABILITIES ACT REQUIREMENTS: The County and 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 requested in Federal, State and County Laws and regulations. Licensee must obtain all required permits to making any modifications to the Licensed Premises and must comply with all applicable building and safety codes.

SIGNATURE PAGE FOLLOWS

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

WITNESS:

By: Rebecca S. Domaruk

LICENSOR:
MONTGOMERY COUNTY,
MARYLAND

By: William M. Mooney
William M. Mooney,
Assistant Chief Administrative Officer

Date: 11/21/03

WITNESS:

By: _____

LICENSEE:
SILVER SPRING COMMUNITY
VISION

By: Margaret H. Barker
Title: Interim Executive Director

Date: 11/04/03

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Lileen J. Bassman

RECOMMENDED

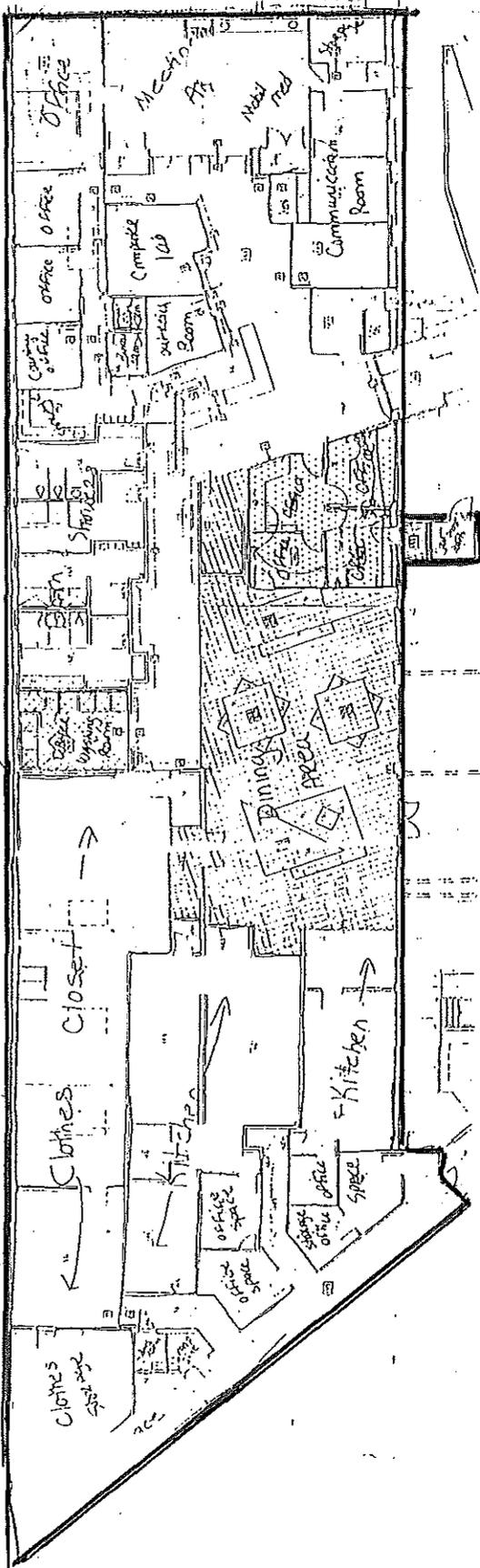
By: Michael C. Hoyt
Michael C. Hoyt, Deputy Director
Department of Public Works and
Transportation

Date: 10/24/2003

Date: 10/14/03

Counseling and Renewal Center

Community Vision, INC
 Shepherd Trunks
 Common Area (to be distributed by user)
 Hallways



9210 Colonial Lane, Silver Spring, MD

Exhibit A

COPY

CONTRACT

This Contract is between Montgomery County, Maryland (the "County") and Silver Spring Community Vision, 8210 Colonial Lane, Silver Spring, Maryland 20903 (the "Contractor").

BACKGROUND

1. The County wishes to provide a coordinated daytime program which includes the provision of meals, outreach, counseling, employment assistance, recovery meetings, showers, clothing distribution, medical services, and other services for homeless persons in the downtown section of Silver Spring, Maryland.
2. The Contractor began a consensus process in 1991 which included the Montgomery County Government, religious communities, the Montgomery County Coalition for the Homeless, the Silver Spring business community, civic associations in Montgomery County and the District of Columbia, the Greater Silver Spring Chamber of Commerce, and homeless persons. The consensus process resulted in agreement on a comprehensive program and site for a Silver Spring Counseling and Renewal Center (the "Center").
3. The Contractor provides program management and coordination services at the Center, which is a Montgomery County-owned facility located at 8210 Colonial Lane, Silver Spring, Maryland.
4. The Contractor has been designated as a grantee under Section 11B-14(a)(4) of the Montgomery County Code by the County Council for FY 2003 to provide this program of services.

TERMS AND CONDITIONS

I. SCOPE OF SERVICES

A. Facility, Furniture, and Equipment

1. The Contractor must maintain a lease with the County to occupy space at the Center for the provision of services to homeless persons in the downtown Silver Spring area. The County will provide the building space for the delivery of services as described in this Contract.
2. The County will provide the furniture and equipment shown in Attachment C to this Contract for use by the Contractor, the Contractor's staff, and any subcontractors providing services under this Contract (and other service providers) at the Center. The Contractor must maintain an inventory of this equipment, submit an updated inventory to the County each year that this Contract is in effect, and notify the County when furniture and equipment need to be repaired or replaced.

Exhibit B

B. Core Services:

1. The Contractor must ensure, through a subcontract with Shepherd's Table, Inc., that the following services are provided to homeless persons in the downtown Silver Spring area:
 - a. a soup kitchen which provides meals 365 days per year;
 - b. clothing distribution services at least two days per week, year round;
 - c. shower facilities at least two days per week, year round; and
 - d. counseling services at least five days per week, year round.
2. The Contractor must ensure that the following services are provided for homeless persons:
 - a. an outreach and engagement program to connect homeless people to the County's tiered shelter system;
 - b. an employment training program for formerly or currently homeless people, including those completing and coming out of recovery programs; and
 - c. educational programs.
3. The Contractor must employ an outreach worker who must actively engage homeless people on the streets of Silver Spring and connect them to the services provided at the Center or other services in Montgomery County as needed. The outreach worker must provide a minimum of 20 hours per week conducting outreach services, at appropriate locations both on and off-site. These locations are subject to County approval.
4. The Contractor must provide space at the Center for one meeting of a recognized recovery group (i.e., Alcoholics Anonymous, Narcotics Anonymous) at least five (5) days per week.
5. The Contractor must provide space at the Center as needed to agencies of the Montgomery County Government for the delivery of social services and mental health services to clients. Space must be provided in offices on a schedule to be mutually agreed upon by the County and the Contractor.

C. Management and Coordination of Services

1. The Contractor must manage and coordinate the delivery of all services at the Center through subcontracts and service agreements approved in advance by the County.

2. The Contractor must develop, in coordination with the County and to be approved by the County in advance, a Policy and Procedure Manual for the operation of the Center.
- D. The Contractor must abide by all Community Development Block Grant and Emergency Shelter Grant regulations and guidelines, which are attached and incorporated by reference into this Contract as Attachment D.
- E. During periods of severe weather conditions, at the County's request, the Contractor must open the Center and provide staff for the Center on Saturdays, Sundays, and holidays, for the Center's usual hours of operation.
- F. The Contractor must provide a Substance Abuse Case Manager who must:
 1. Assess all clients for substance addiction and recommend the appropriate level of treatment (i.e., inpatient services or outpatient services, recovery/relapse group, etc.) and make referrals to other providers as needed;
 2. Provide staff with updated information on clients who have been referred by the Contractor's Program Director for substance abuse treatment;
 3. Participate in discharge and aftercare planning for all clients referred to the program and coordinate with treatment service providers to assure follow-up on all referrals;
 4. Develop and facilitate group recovery and relapse prevention sessions as needed;
 5. Arrange for guest speakers as needed or requested by clients to address issues of chemical addiction, recovery, and related topics at the Center;
 6. Maintain case records which include history, assessment, and referral information in accordance with accepted case management practice approved by the County's Contract Monitor. The Contractor must maintain complete client records which include the following, at a minimum:
 - a. written documentation and case histories developed for all clients for quality assurance purposes; and
 - b. case histories and progress notes.
 7. Contact clients who have not attended the Contractor's group sessions regularly and document their reasons for not attending group sessions; and
 8. Complete client intakes within seven days of assignment of the client to a case manager.

G.. The Contractor must provide a currently licensed mental health professional who must:

1. Maintain a caseload of at least 20 chronically mentally ill adults;
2. Perform mental status evaluations for clients at intake and provide clinical diagnostic impression on intake assessment;
3. Provide consultation to the Contractor's Substance Abuse Case Manager for dual diagnosis clients' issues that arise during group meetings;
4. Establish contacts with appropriate resources for psychiatric clients;
5. Establish a link to all psychiatric services through the Mental Health Association of Montgomery County, Inc., and other service providers;
6. Facilitate three therapeutic group sessions concerning mental health issues each week;
7. Provide support to staff regarding clinical issues and advocate for clients who require long-term care;
8. Work with the Contractor's Program Director to recruit clients for the student internship program at the Center;
9. Maintain monthly statistics regarding:
 - a. client caseload;
 - b. group activities; and
 - c. intakes and assessments.
10. Assist in coordination of outreach activities, outreach assessments, and linkage with the Assertive Community Treatment team.

H. The Contractor must provide a Facility Manager/Instructor who must:

1. Serve as liaison between the Contractor's staff and all tenants of the Center and the County on facility issues;
2. Review and recommend the schedules on all maintenance, maintenance contracts, repairs, and improvements, and develop and coordinate a cost effective purchasing program and supply inventory system;
3. Develop and maintain maintenance budget records;
4. Maintain and keep accurate records of building inventory (i.e., furniture, equipment, keys, etc.);

5. Develop and monitor the security and parking procedures for the facility;
6. Work with the Contractor's Program Director and other staff to develop and implement a 16-week facility management job training program for clients, and maintain records on client attendance and progress in the job training program;
7. Recruit and train an optimal class of 8-10 clients, if available, per program cycle as described in subparagraph 6. above; and
8. Attend staff meetings, and meet with the Contractor's Executive Director on facility issues as needed.

I. The Contractor must coordinate with a psychiatric consultant or Crisis Center personnel to:

1. Assist with all crisis intervention and management;
2. Prescribe medication as needed; and
3. Establish, develop, and maintain a plan with:
 - a. the Montgomery County, Maryland Police Department;
 - b. the local courts for assistance with petitioning clients; and
 - c. Springfield Hospital or another long-term inpatient facility for clients who have chronic mental illness who are non-compliant with treatment.

II. OUTCOME MEASURES

The Contractor must implement outcome measures which are designed to monitor the impact of services on the well-being of clients served. Within 30 days of execution of this Contract, the Contractor must develop a set of outcome measures which will be used to monitor results of this Contract. The Contractor must develop these outcome measures, and the instruments used to collect any data, in coordination with the County. All outcome measures developed by the Contractor are subject to County approval. The outcome measures and instruments developed must conform to the Montgomery Organizational Development Group model.

- A. The Contractor must submit reports on these outcome measures on a monthly basis, by a date specified and required by the County.
- B. The Contractor must submit reports on service quality measures, as required by the County, on an annual basis. These reports must assess the quality of the Contractor's services under the Contract.

III. RECORDS AND REPORTS

- A. The Contractor must keep accurate records of client use of the Center and must provide to the County monthly and quarterly program and statistical reports as required by the County in a format approved by the County. The Contractor must submit Annual Progress Reports (APR) to the County, within 30 days of the end of the fiscal year.
- B. The Contractor must maintain adequate eligibility records as prescribed by the County's Department of Housing and Community Affairs (DHCA) to prove that at least 70% of households or individuals served under this Contract qualify as earning low or moderate income, based on the federal Department of Housing and Urban Development's current determination. The current HUD Section 8 income limits and acceptable methods of determining eligibility are specified in "DHCA Guidelines and Documentation Requirements", which is incorporated by reference and made a part of this Contract as Attachment E. The Contractor must also prepare the "Quarterly Benefit Data Report", which is incorporated by reference and made a part of this Contract as Attachment F, and must submit it to the County on a quarterly basis, no later than 15 days following the end of the quarter.

IV. COMPENSATION

- A. The County will provide a rent-free facility at 8210 Colonial Lane, Silver Spring, Maryland 20903, at an annual market value of \$50,000.
- B. The Contractor's fiscal year line item budget, as approved by the County, is incorporated by reference and made a part of this Contract as Attachment B. Modifications to the Contractor's approved budget during the fiscal year must be justified by the proposing party and must be approved by the County's Contract Monitor.
- 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. the maximum compensation payable from the County to the Contractor under this Contract must not exceed \$372,087, inclusive of the market value of the rental property, for the contractual fiscal year. A fiscal year for this Contract shall start on July 1 and expire on the following June 30th;
 - 2. no compensation will be paid for any costs that exceed the relevant line item in the Contractor's approved contractual fiscal year budget by more than 10%; and
 - 3. no compensation will be paid for any costs that exceed the Contractor's approved contractual fiscal year budget.

D. All capital items for which the County reimburses the Contractor shall become the property of the County upon expiration of the Contract.

V. INVOICES

A. The Contractor must submit monthly invoices for program expenses to the County in a format approved by the County within 15 days after the close of each month. All payments will be made on receipt of and acceptance by the County of a monthly invoice detailing the Contractor's activities. Invoices must accompany any required monthly reports, and must be sent to the Department of Health and Human Services, Attention: Diane Homing, 1301 Piccard Drive, Rockville, MD 20850.

B. The Contractor must include the following statement on any invoices involving Community Development Block Grant (CDBG) funds which are submitted to DHCA, through the County, for payment: "This certifies that no program funds have been generated through the use of CDBG funds for the period covered by this invoice. All supporting documentation has been submitted and a copy is included with this invoice."

VI. TERM

This Contract is effective ^{July 1, 2002,} upon signature by the County's Director, Office of Procurement (the "Director"), through June 30, 2003. The Director may (but is not required to) renew this Contract for additional one-year terms, if the Director determines that renewal is in the best interests of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. Renewal of this Contract by the County is contingent upon designation as a grantee under Section 11B-14 (a)(4) of the Montgomery County Code.

VII. GENERAL CONDITIONS AND INSURANCE

The attached General Conditions of Contract between County and Contractor (Attachment A) are incorporated and made part of this Contract. The following insurance requirements supersede those outlined in the General Conditions:

Prior to the execution of the contract by the County, the Contractor must obtain at its own cost and expense and keep in force and effect until termination of the contractual relationship with the County the following insurance with insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance must be primary.

Commercial General Liability

A minimum limit of liability of five hundred thousand dollars (\$500,000) 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

All Risk Property Coverage

The Contractor must purchase and carry all-risk property coverage to cover its own business personal property and contents (furniture and equipment). The Contractor must be responsible for its own contents used under this Contract.

Worker's Compensation/Employer's Liability

Meeting all requirements of Maryland Law and with the following minimum 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 Government must be named as an additional insured on general liability policies.

Policy Cancellation

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

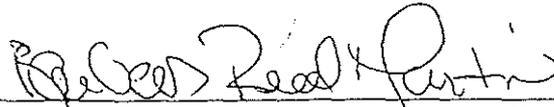
Certificate Holder

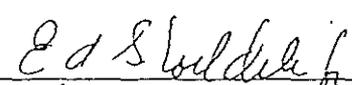
Montgomery County, Maryland
DHHS - CIVS
ATTN: Kristin Bailey
401 Hungerford Drive, 6th Floor
Rockville, Maryland 20850

SIGNATURES

SILVER SPRING COMMUNITY VISION

MONTGOMERY COUNTY, MARYLAND


Signature (Seal)


Beatrice P. Tignor, Ph.D., Director
Office of Procurement

Typed BARBARA REED MARTIN

Date 7/31/02

Title INTERIM EXECUTIVE DIRECTOR

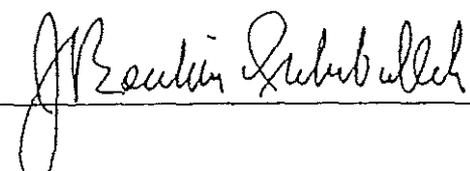
RECOMMENDED

Date 7/2/02


Corinne Stevens, Acting Director
Department of Health and Human Services

I hereby affirm that the above named person is empowered to sign contractual agreements for the organization.

Date: 6/24/02

Signed 

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

Typed JULIUS B. FAHNBULLEH


Assistant County Attorney

Title Financial Director

Date 6/27/02

Date 7/2/02


Elizabeth Davison, Director
Department of Housing and
Community Affairs

Date 7/11/02

ATTACHMENT A

SECTION B GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference and made a part of this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by THE DIRECTOR, OFFICE OF PROCUREMENT. Unless performance is separately and expressly waived in writing by THE DIRECTOR, OFFICE OF PROCUREMENT, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of THE DIRECTOR, OFFICE OF PROCUREMENT.

5. CHANGES

THE DIRECTOR, OFFICE OF PROCUREMENT may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Any claim about an adjustment in time or money due to a change must be given in writing to the contract administrator within 30 days from the date THE DIRECTOR, OFFICE OF PROCUREMENT, issued the change, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by THE DIRECTOR, OFFICE OF PROCUREMENT, in writing and is authorized to:

- (1) serve as liaison between the County and Contractor;
- (2) give direction to the Contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract;
- (5) accept or reject the Contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to THE DIRECTOR, OFFICE OF PROCUREMENT and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to THE DIRECTOR, OFFICE OF PROCUREMENT;
- (10) issue notices to proceed; and