

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
THE NATIONAL CENTER FOR CHILDREN AND FAMILIES, INC. (NCCF)

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "**License**"), is by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "**County**") and THE NATIONAL CENTER FOR CHILDREN AND FAMILIES, INC., (the "**Licensee**"), (the County and the Licensee together the "**Parties**").

WITNESSETH:

WHEREAS, the County is the owner of the improvements and contiguous grounds located at 12009 Tildenwood Drive, No. Bethesda, Maryland 20852 (the "**Licensed Premises**"); and

WHEREAS, the County, through Department of Health and Human Services ("**HHS**"), wishes to provide a transitional shelter program for homeless women and their children who are victims of domestic abuse and sexual assault; and

WHEREAS, the County has agreed to enter into a License with the Licensee to provide at the Licensed Premises a residential facility for up to four (4) homeless women and their children who are victims of domestic abuse and sexual assault to receive services (the "**Services**") more specifically set forth in a Memorandum of Understanding by and among HHS, the Licensee and Catholic Charities of the Archdiocese of Washington, DC ("**CC**") dated January 9, 2009 (referred to as either the "**MOU**" or the "**Contract**"); and

WHEREAS, the Licensee, as the Service Provider under the MOU, 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 the improvements and contiguous grounds, walkways located at 12009 Tildenwood Drive, No. Bethesda, Maryland 20852 as more particularly described in **EXHIBIT A** (the "**Licensed Premises**"), which is attached to this License and incorporated as if fully set forth, for the exclusive purpose of the Licensee, as the Service Provider, providing a residential facility in which up to four (4) homeless women and their children will receive the Services set forth in the MOU attached as **EXHIBIT B** and incorporated as if fully set forth herein (referred to as either the "**MOU**" or the "**Contract**").

2. LICENSE TERM: The License Term shall commence ^{November} ~~October~~ 5, 2009 which date is the Effective Date of this License Agreement, 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 License 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 must 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 must be payable by check to: Montgomery County, Maryland, Office of Real Estate, P. O. Box 75549, Baltimore, Maryland 21275-5549.

5. USE OF LICENSED PREMISES: Licensee covenants and agrees that the Licensed Premises must be used for the exclusive purpose of providing a residential facility for up to four (4) homeless women and their children who are victims of domestic abuse and sexual assault to receive services described 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 must be responsible for obtaining all licenses and certifications required by State, Federal, and County law to operate the program as defined in the Contract and Licensee must be responsible for providing copies of all licenses and certifications to the County's Department of Health and Human Services ("HHS") (to the attention of Nadim A. Khan) prior to the Licensed Premises being occupied for the permitted use. 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 and failure to provide copies to HHS will each constitute a breach of this License. Licensee will use and occupy the Licensed Premises during the License Term for no purpose other than the Permitted Use, which is more particularly described in the Contract.

6. ASSIGNMENT: The Licensee must not assign, transfer, mortgage or otherwise encumber this License or the Licensed Premises; further, Licensee must not 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. Following the rehabilitation of the Licensed Premises as set forth in Paragraph 8, below, 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 must be returned to the County in good, clean and habitable condition, with reasonable wear and tear excepted.

8. LIENS: Licensee must not do or suffer anything to be done whereby the Licensed Premises is encumbered by a lien, including but not limited to, mechanic's liens. Licensee expressly covenants and agrees that it will, during the term hereof, within thirty (30) 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 thirty (30) 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.

9. 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. Following the rehabilitation of the Licensed Premises, and except for those maintenance items to be performed by the Licensee outlined in Section 10B, below: all repair and maintenance in the Licensed Premises over Five Hundred Dollars (\$500.00); and

ii. Following the rehabilitation of the Licensed Premises: any major structural repairs not under warranty (including but not limited to repairs to the siding, the roof, the gutters, the plumbing and the electrical).

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

i. All repairs of and maintenance to the Licensed Premises costing equal to or less than Five Hundred Dollars (\$500.00); and

ii. All custodial, janitorial and recycling services; and

iii. All utilities including but not limited to electrical, plumbing, cable and telephone services; and

iv. Appliance replacement, unless the appliance is no longer under warranty; and

v. Snow and ice removal from the sidewalks and driveway; lawn maintenance (including mowing, weeding, mulching, trimming trees and shrubs, and maintaining the flower beds); trash removal recycling; gutter cleaning; interior painting; carpet cleaning and repair; light bulb and fire extinguisher replacement; and

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

vii. 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 must 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 must promptly reimburse the County.

A summary of such repairs must be transmitted quarterly to the Department of Public Works and Transportation, Office of Real Estate, 101 Monroe Street, 10th Floor, Rockville, Maryland 20850, Attention: Director of Real Estate.

10. 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 scope of work in Exhibit C is completed, must remain with the Licensed Premises. Any personal property remaining within the Licensed Premises after termination of the License, and reasonable opportunity to remove personal property from the premises, shall become property of the County. The County shall dispose of any such property in the manner it deems appropriate.

11. 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 must be funded by the Licensee. The County does not provide any coverage for Licensee's owned contents and improvements to the Licensed Premises. County must 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 coverages required under this License Agreement. The certificates must be issued to: Montgomery County, Maryland, Department of Public Works and Transportation, Office of Real Estate, 101 Monroe Street, 10th 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.

12. 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 or possession of the 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, residents, 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, except to the extent the County, County employees, agents and contractors are responsible for such claim of liability, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Leased Premises hereinabove described.

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

A. Licensee must 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, must be borne by Licensee. Licensee must 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 must 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 must not place upon the Licensed Premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by 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, residents, guests and invitees.

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

G. Licensee must require and assure that all entrance doors and windows in the Licensed Premises must 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 accessible at ground level and secure the Licensed Premises. No additional locks or bolts of any kind must be placed upon any of the entrance or interior doors or windows by Licensee nor must 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, must provide County with keys to the facility. Licensee must, upon the termination of its tenancy, return to the County all keys to the Licensed Premises.

H. All residents of the Licensed Premises must be informed as to the safe and proper operation of all appliances and equipment in the Licensed Premises, including but not limited to, appliances, HVAC system, water shutoff valve, smoke detectors and fire extinguishers.

I. 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.

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

K. 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 premises of which the Licensed Premises are a part.

L. 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.

14. 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 premises or any substantial part of the Licensed Premises render the Licensed Premises wholly unavailable for use by the Licensee for the Permitted 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 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 house of which the Licensed Premises are a part, the County may elect not to restore the house and this License shall automatically terminate and the Parties shall be discharged from all responsibilities arising under this License.

15. 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:

A. Failure to perform under any material term, covenant or condition of this License;

B. 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;

C. The making of any assignment for the benefit of Licensee's creditors;

D. The abandonment of the Licensed Premises by Licensee;

E. Any material 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;

F. Use of the Licensed Premises by the Licensee for uses other than the Permitted Uses without the prior written consent of the Licensor; and

G. The intentional use of the Licensed Premises by Licensee or by Licensee's agents, employee, contractors, or guests, for any unlawful purpose.

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

17. 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 provisions of this License Agreement to the contrary, Licensee must pay for all damages

to the Licensed Premises, its fixtures, and appurtenances, as well as all damages sustained by Licensee or residents of the Licensed Premises due to any waste, misuse, or neglect of said Licensed Premises, its fixtures, and appurtenances, by said Licensee, its employees, residents or any other person or persons upon the Licensed Premises by Licensee's permission.

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

19. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that Licensee, at Licensee's expense, must 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").

20. WAIVER: The waiver 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.

21. 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 applicable 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 applicable federal, state or local laws, rules and regulations.

22. 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.

23. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other must 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 must be addressed as follows:

Licensee:

The National Center for
Children and Families, Inc.
6301 Greentree Road
Bethesda, Maryland 20817
Sheryl Brissett-Chapman, Ed.D, ACSW
Executive Director

County:

Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850
Attn: Director of Real Estate

With a copy, that does not constitute
Notice to:

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

24. RESIDENT AGENT: The Resident Agent for the Licensee is Susan Schaefer and the address for receipt of notices and service of process is 5301 Greentree Road, Bethesda, Maryland 20817. Licensee must immediately notify County of any change in resident agent or address as provided herein.

25. 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, guests or residents.

26. 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 or does not appropriate funds to pay for the County's maintenance responsibilities outlined in Paragraph 10, above. The Licensee must not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

27. AMERICAN DISABILITIES ACT REQUIREMENTS: County and Licensee agree that any future modifications made to the Licensed Premises must be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and applicable 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.

28. 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 is 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.

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

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

31. MODIFICATION: This License must not be modified in any manner except by an instrument in writing executed by both Parties with the same formality as this License.

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

33. 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. In the event that an action is maintained in a court in Montgomery County, Maryland, the parties hereto acknowledge and agree that they waive their right to a jury trial.

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: Diane R. Schwartz Jones
Diane R. Schwartz Jones, Assistant
Chief Administrative Officer

Date: 11/5/09

WITNESS:

By: Jason Davis

LICENSEE:
THE NATIONAL CENTER FOR
CHILDREN AND FAMILIES, INC.

By: Sheryl Brissett-Chapman
Sheryl Brissett-Chapman, Ed.D., ASCW
Title: Executive Director

Date: 10/22/09

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Vickie L. Gaul
Vickie L. Gaul
Associate County Attorney
Date: 10-27-09

RECOMMENDED

By: Cynthia L. Brenneman
Cynthia L. Brenneman, Director
Office of Real Estate
Date: 10/28/09

EXHIBIT A

(Legal Description of 12009 Tildenwood Drive)

Lot numbered Eleven (11) in Block Numbered Two (2) in the subdivision known as "Plat 17-Tildenwoods" as per plat thereof recorded among the Land Records of Montgomery County, Maryland in Plat Book 71 at Plat No. 7108, and having a street address of 12009 Tildenwood Drive, North Bethesda, Maryland 20852.

Tax ID No.: 04-00110655

EXHIBIT B

(Copy of MOU Dated 1/9/09)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) will be effective as of February 1, 2009 and is between Montgomery County, Maryland through its Department of Health and Human Services Abused Persons Program (the County) and; the National Center for Children and Families (NCCF), 6301 Greentree Road, Bethesda, Maryland 20817; and Catholic Charities of the Archdiocese of Washington DC (CC), 924 G Street, N.W. Washington, DC 20001.

Article I. BACKGROUND

1. Montgomery County, Maryland through its Department of Health and Human Services Abused Persons Program (the County's APP), the National Center for Children and Families (NCCF), and Catholic Charities (CC) have been involved in collaboration to aid victims of domestic violence for several years, most intensively since 2003. NCCF provides comprehensive services at the Betty Ann Krahnke Center to women and their children who are victims of domestic violence/partner abuse, sexual assault and trafficking, as well as shelter and other family support services to homeless families and victims of child abuse and neglect. CC provides immigration advocacy and case management to individuals served by the County's Abused Persons Program (the County's APP) and NCCF, who are victims of domestic violence/partner abuse, sexual assault and trafficking. The parties also benefit from several efforts of the County to coordinate victim advocacy and law enforcement services, provide victim-centered access to these services and to identify and intervene in high risk cases through the Assessment, Lethality and Emergency Response Team (ALERT), Lethality Assessment Protocol for first offenders, Domestic Violence Fatality Review team and the Domestic Violence Coordinating Council and Victim Services Advisory Board.
2. The County's APP, NCCF and CC have come together this year in the development and implementation of the "Domestic Violence Transitional Housing Project" (the "Project") to further the goal of empowering victims and building a county of safe homes. This Project will provide transitional housing in a therapeutic framework to connect survivors of domestic violence/partner abuse and sexual assault to the larger community and move them toward self-sufficiency for themselves and their children. This Project will include a special focus on addressing the needs of victims who are particularly vulnerable because they are recent immigrants.
3. The County's APP, NCCF and CC intend to collaborate in the implementation of the Domestic Violence Transitional Housing Project to be funded by a Transitional Housing Assistance Grant from the Office on Violence against Women of the United States Department of Justice to NCCF. The County's APP, NCCF and CC are committed to the achievement of the goals of the Department of Justice program.
4. The planning and development team for this Project includes Sheryl Brissett-Chapman, Ed.D, ACSW, Executive Director, NCCF; Ralph D. Belk, LICSW, LCSW-C, Deputy Executive Director, Program Administration, NCCF; Tonya Fulwood, MSW, Division

Manager, Family Services, NCCF; Felicia Kolodner, LCPC-NCCF, Clinical Director, Betty Ann Krahnke Center, NCCF; Jeanne Atkinson, Program Director, CC; Eugene Morris, LCSW-C, Manager, Montgomery County APP; and Cornelia Skipton, LCPC, Therapist/Contract Monitor, APP.

5. This MOU sets forth the responsibilities and contributions of each party involved in this Project.

Article 2. RESPONSIBILITIES:

1. The National Center for Children and Families (NCCF)

NCCF will have responsibility for:

- Serving as the lead applicant for the application for funding for the "Domestic Violence Transitional Housing Project," acting as the fiduciary agent for the grant funds which will be used for the implementation of this Project, and for reporting on the Project as required by the Department of Justice.
- Maintaining the physical facility of the location where the clients would be housed and managing all other expenses incurred in providing services to the clients served under the Project. It is anticipated that the County will provide the facility and NCCF will provide routine maintenance and utilities.
- Providing a case manager to assist clients in understanding and applying for benefits, connecting to the community and community resources, identifying work and housing search activities, utilizing other services including those offered by CC and the County's APP, and maximizing the therapeutic benefits of co-housing arrangements. The case manager will work closely with NCCF's Community Liaison who will identify additional resources for immigrant woman that are not easily accessible. The case manager will also participate in regular consultations or team meetings with other staff supporting and serving the Domestic Violence Transitional Housing Project and in the quarterly meetings to review the project.
- Providing a supervisor to direct the Project staff and coordinate with the other parties to this MOU and the broader community partners to be engaged in the support of the survivors served by the project.
- Providing leadership at regular consultations or team meetings with the staff/case manager serving the Domestic Violence Transitional Housing Project and participating in quarterly meetings to review the process of the project and plan for future changes or expansion.

- Identifying and supporting agency staff to participate in Office on Violence Against Women (OVW) and non-OVW trainings.
- Providing ongoing Project evaluation and planning for sustaining and/or expansion of the Project.

2. Montgomery County, Maryland

The County through its Abused Persons Program (the County's APP) will have responsibility for:

- Providing victim individual and group counseling services at offices of the APP to domestic violence or sexual assault survivors in the Domestic Violence Transitional Housing Program. No funding is requested for this position under the grant for which NCCF is applying, as these services will be an in-kind contribution.
- Providing victim advocacy services to participant survivors as needed to include assistance with filing protective orders or immigration applications under the Violence against Women Act and Trafficking and Violence Protection Act provisions of federal law, court companionship for civil and criminal proceedings, advocacy with the State's Attorney's office, etc. No funding is requested for these positions under the grant for which NCCF is applying, as these services will be an in-kind contribution.
- Providing a staff therapist and victim advocate to participate in regular consultations or team meetings with the staff/case manager serving the Domestic Violence Transitional Housing Project and management or supervisory staff to attend quarterly meetings to review the process of the Project and plan for future changes or expansion.
- Facilitating the County's provision of a house for the Domestic Violence Transitional Housing Project through the County's Department of Housing and Community Affairs (DHCA).
- Facilitating access to and providing leadership to the County's network of governmental and non-profit victim-serving agencies and related community groups, such as Victim Assistance and Sexual Assault Program, Child Assessment Center, Casa de Maryland, Asian Pacific American Legal Resource Center, Boat People SOS, Korean Community Service Center, Interfaith Coalition against Domestic Violence, Maryland Network against Domestic Violence, etc.
- Providing program staff to participate in Office on Violence Against Women (OVW) and non-OVW trainings identified for the Project staff by the grantor.

3. Catholic Charities of the Archdiocese of Washington (CC)

CC will have responsibility for:

- Providing consultation to the Project to maximize awareness of cultural and immigration issues for immigrant clients and to foster accessibility and effectiveness of services for immigrant survivors.
- Provide advice to and representation for Project participants making immigration applications under the Violence Against Women Act and Trafficking and Violence Protection Act provisions of federal law.
- Participating in regular consultations or team meetings with the staff/case manager serving the Project and quarterly meetings to review the process of the Project and plan for future changes or expansion.
- Providing agency staff to participate in OVW and non-OVW trainings identified for the Project staff.

4. All partners agree to:

1. The proposed budget for the Domestic Violence Transitional Housing Project.
2. Participate in ongoing Project evaluation and planning for the sustaining and/or expansion of the Project
3. Collect and contribute data as needed in a timely manner for the required grant reports to be completed by NCCF.

Article 3 TERM

This MOU shall be effective from February 1, 2009 through December 31, 2012, and may be extended thereafter upon mutual written agreement of NCCF, Catholic Charities and the County. The Parties to this MOU may terminate this MOU at any time upon written notice to the other Parties, such termination will be effective thirty (30) days after the date of the notice.

Article 4 GENERAL CONDITIONS

1. Indemnification

NCCF, Catholic Charities and the County agree to indemnify and hold each other harmless from any liability, damage, expense, cause of action, suits, claims or judgments arising from injury to persons or property or otherwise which arises out of the act, failure to act, or negligence of the indemnifying party in connection with or arising out of the activity which is the subject of this MOU. Any obligation or liability of the County arising in any way from this MOU is subject to,

limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Maryland Local Government Tort Claims Act, currently found at Maryland Code Annotated, Courts & Judicial Proceedings, Section 5-301, et seq., (the "LGTCA"). Any indemnification given by the County in this MOU is not intended to create any rights in any third parties.

SIGNATURE PAGE TO FOLLOW

NATIONAL CENTER FOR CHILDREN AND FAMILIES

Sheryl Brissett-Chapman, Ed.D, ACSW, Executive Director

Date _____

Catholic Charities of the Archdiocese of Washington

By: _____
Timothy J. Sawina, Chief Operating Officer

Montgomery County, Maryland

By: Timothy L. Firestine
Timothy L. Firestine, Chief Administrative Officer

Date: 1/7/08

RECOMMENDED

By: Uma S. Ahluwalia
Uma S. Ahluwalia, Director
Montgomery County Department of Health and Human Services

Date: 1-6-08

APPROVED AS TO FORM AND LEGALITY

By: Karen L. Federman Henry
Karen L. Federman Henry, Division Chief

Date: January 7, 2009

NATIONAL CENTER FOR CHILDREN AND FAMILIES

Sheryl Brissett-Chapman 1/7/09
Sheryl Brissett-Chapman, Ed.D., MSW, Executive Director

Date 1/7/09

Catholic Charities of the Archdiocese of Washington

By: *Timothy J. Saxing* 1-7-09
Timothy J. Saxing, Chief Operating Officer

Montgomery County, Maryland

By: *Timothy L. Firestine*
Timothy L. Firestine, Chief Administrative Officer

Date: ~~1/9/08~~ 1-9-09 adp

RECOMMENDED

By: *Uma S. Ahluwalia*
Uma S. Ahluwalia, Director
Montgomery County Department of Health and Human Services

Date: ~~1-6-08~~ 1-6-09 adp

APPROVED AS TO FORM AND LEGALITY

By: *Karen L. Federman Henry*
Karen L. Federman Henry, Division Chief

Date: January 7, 2009