

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
INTERAGES

DATE: 3/17/98

TABLE OF CONTENTS

Paragraph

1. Premises
2. Term
3. Early Termination
4. Consideration
5. Use of Premises
6. Parking
7. Assignment and Subleasing
8. Condition of Premises
9. Alterations and Improvements
10. Liens
11. Services and Operating Expenses
12. Fixtures and Equipment
13. Liability, Property Damage and Fire Insurance
14. Hold Harmless
15. Responsibilities of Licensee
16. Destruction of Premises
17. Default
18. Eminent Domain
19. Access
20. Surrender of Possession
21. Holdover
22. Notice of Accidents, Defects or Damages
23. Compliance with Laws
24. Benefit and Burden
25. Disputes
26. Waiver of Trial by Jury
27. Waiver
28. Non-Discrimination
29. Contract Solicitation
30. Public Employment
31. Mailing Notices
32. Resident Agent
33. Prohibition of Hazardous Substances
34. Non-Appropriation
35. American Disabilities Act Requirements

Exhibit A - Licensed Premises

Exhibit B - Service Contract

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter referred to as "License"), made this 17th day of March, 1998, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (hereinafter referred to as "Licensor") and INTERAGES (hereinafter referred to as "Licensee").

WITNESSETH:

In consideration of the covenants hereinafter contained, and for other good and valuable consideration as hereinafter provided, the parties hereto mutually agree as follows:

1. PREMISES: Licensor does hereby grant the privilege unto Licensee to use approximately 2,040 square feet within the building known as 3950 Ferrara Drive, Aspen Hill, Maryland, which area within the building will hereinafter be referred to as the Premises. The Premises shall include access to the conference room, the improvements and contiguous grounds, walkways and parking area, as outlined in red on Exhibit A attached hereto and made a part hereof.
2. TERM: The License hereby created shall be effective for three (3) years, commencing February 1, 1998, and expiring at midnight on January 31, 2001, subject to the provisions of Section 3 herein and unless sooner terminated.
3. EARLY TERMINATION: It is agreed between the parties that this License may be terminated at any time during its term or any extension thereof by either party giving, one to the other, not less than four (4) months' written notice in advance of the early termination date. Furthermore, upon termination of the Service Contract attached hereto as Exhibit B, this License Agreement shall automatically terminate, simultaneous therewith. Notice of any early termination of the Service Contract shall be given by Licensee to Licensor as detailed in Paragraph 32 hereof. Licensor is under no obligation to provide alternative space for Licensee.
4. CONSIDERATION: In consideration for the rights and obligations provided for herein by and among the parties hereto, it shall be the Licensee's obligation to keep the Premises in neat and habitable condition, and to maintain them in a good state of repair. The Licensor does hereby license the Premises to the Licensee for the monetary consideration of ten dollars per year (\$10.00), payable within 30 days of the commencement of the term, and for other consideration as stated herein.

5. USE OF PREMISES: Licensee covenants and agrees that the Premises shall be used only to provide a program for intergenerational activities between senior citizens and youth. Licensee agrees to ensure compliance with all licensing requirements regulating the use of the Premises herein described. Licensee shall be responsible for obtaining Use and Occupancy Permit in the Licensee's name from the proper County authorities. Licensee will use and occupy the Premises continuously during the term hereof for no purpose other than the use stated hereinabove.

6. PARKING: Licensee shall have shared, first come first served use of the parking areas adjoining the building, and cooperate in keeping the parking area litter free and neat in appearance.

7. ASSIGNMENT: Licensee shall not be entitled to and shall not assign this License Agreement or sublicense all or any part of the Premises.

8. CONDITION OF PREMISES: Licensee accepts the Premises in "as is" condition. Licensee agrees to maintain the 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 Licensor due to the willful or negligent acts of Licensee, Licensee's employees, patrons, guests, invitees or agents. In the event of such damage, Licensee shall make the necessary repairs or replacement to the satisfaction of the Licensor. Licensee acknowledges and agrees that at the end of the license agreement, the Premises shall be returned to the Licensor in the same condition as they were when Licensee accepted the Premises reasonable wear and tear excepted.

9. ALTERATIONS AND IMPROVEMENTS:

A. Licensee shall not undertake any alterations, changes or improvements to the Premises without the prior written consent of the Licensor. Once Licensor'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. Licensor's Approval and Inspection: In order to secure Licensor's approval of any alterations or improvements, Licensee shall submit to Licensor plans and specifications clearly setting forth the work to be performed. Licensor shall respond in writing within 45 days from receipt of plans and specifications. Licensor 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 Licensor, 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 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 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 Premises, and shall not be thus released within said sixty (60) day period, Licensor, 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 Premises from any such lien, and Licensee agrees to pay and reimburse Licensor upon demand for or on account of any expense which may be incurred by Licensor in discharging such lien or claim. Licensor shall have the right to collect any such reimbursements as additional license fees owed under this Agreement.

11. SERVICES AND OPERATING EXPENSES:

- A. By Licensor: Licensor agrees to provide within the Premises, at Licensor's sole cost and expense the following , so long as it does not result from the negligence, tortious, intentional acts or willful violation of this License by the Licensee or its agents, and subject to annual appropriation of funds:
- i. All repairs costing in excess of THREE HUNDRED and NO/100 (\$300.00) DOLLARS per repair.
 - ii. Repair or replacement of HVAC and electrical systems.

- iii. Major structural repairs.
 - iv. Maintenance and repair to the exterior of the Premises including painting, roofing and gutters, except gutter cleaning.
 - v. Fire extinguishers and fire protection systems in the building.
 - vi. Utilities, including electric, gas, fuel oil and water.
- B. By Licensee: Licensee agrees to pay the first THREE HUNDRED AND NO/100 (\$300.00) DOLLARS in each instance for each and every repair required within the Premises, at Licensee's sole cost and expense. A summary of such repairs, if any, shall be transmitted quarterly to the Department of Public Works and Transportation, Division of Facilities and Services, 110 North Washington Street, Room 318, Rockville, Maryland 20850.
- C. Licensee, at Licensee's sole cost and expense, shall provide the following:
- i. General upkeep within the Premises, such as interior painting; interior window cleaning; and light bulb replacement. Licensee shall not proceed with any painting or use any unusual or hazardous materials in the performance of these requirements without prior written consent of the Licensor.
 - ii. Telephone service.
 - iii. All custodial services.
 - iv. Refuse removal and pest control.
 - v. Fire Extinguisher service and replacement, as necessary.
 - vi. Painting of the interior of the Premises as needed during the term of this License and any renewal thereof or at such other less frequent intervals as may be specified by Licensor.
 - vii. Notwithstanding the obligations of the Licensor regarding certain maintenance, Licensee will be responsible for damage to the structure, grounds or contents of the

Premises due to the willful or negligent acts of Licensee, Licensee's employees, patrons, residents, guests or agents. In the event of such damage, the Licensee shall immediately make the necessary repairs or replacement to the satisfaction of the Licensor, at Licensee's sole cost and expense or Licensor shall make such repairs or replacements for which Licensee shall promptly reimburse Licensor.

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. All items installed within the 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 Premises after termination of the License shall become property of the Licensor. The Licensor 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 FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS for each occurrence, and ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in the aggregate, issued by an insurance company licensed in the State of Maryland and acceptable to Licensor.
- 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 (\$100,000) each accident for bodily injury by accident, FIVE HUNDRED THOUSAND (\$500,000) for policy

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

- C. Licensee is responsible for fire, theft and vandalism insurance for the contents on the Premises.
- D. Licensor shall maintain Licensor's normal fire and liability insurance on the Premises. Licensor 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 on to the Licensed Premises, deliver to Licensor the required policies or certificates of insurance, evidencing the coverage hereinabove stated and naming Licensor as an additional insured. The policies shall provide 30 days notice of cancellation to Licensor. Licensee has the obligation, without notice, to maintain and assure that Licensor always has a valid unexpired Certificate of Insurance.
- F. The certificate holder will be Montgomery County Government, Department of Public Works and Transportation, Division of Facilities and Services, 110 N. Washington Street, Rockville, MD, 20850, Attention: Office of Leasing Management.

14. HOLD HARMLESS: Licensee agrees to hold harmless and pay for the defense of the Licensor from and against 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, breach of this Agreement or occasioned wholly or in part by any act or omission of Licensee, its agents, contractors, guests or employees, except such claims as may be occasioned by the negligent acts or omissions of the Licensor, the Licensor's employees, agents and contractors. Licensee further specifically agrees to hold Licensor harmless and pay for the defense of Licensor from and against any claim of liability made in connection with any construction or installation of equipment performed by Licensee, its agents, employees or contractors, within the Premises,

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

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 Premises which will increase the rate of fire insurance on the Premises beyond the ordinary risk established for the type of operations described in Paragraph 5 hereof. Any such increase in the insurance rate due to the above, or due to Licensee's special operations within the Premises, shall be borne by Licensee. Licensee shall not willfully do any act or thing in or about the Premises which may make void or voidable any insurance on the 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 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 Premises, adjacent properties or the adjacent neighborhood.
- C. Licensee shall not place upon the 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 Premises and anything therein shall be construed to include use or misuse thereof by Licensee's agents, employees, patrons, guests and residents.

- E. Licensee shall not have pets in or about the Premises.
- F. Licensee shall comply with all reasonable rules and regulations with regard to the use of the Premises that may be from time to time promulgated by Licensor, 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 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 said 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 shall maintain in good condition, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures and other fixtures, machinery, and equipment including without limitation attached floor coverings, hanging cabinets, railings, screens, screen and storm doors, glass, storm shutters, awnings, water heaters, bathtubs, sinks, water closets, water basins, drinking fountains, faucets, etc., installed in or attached to the Premises. Licensee further agrees to paint the interior of the Premises at least once every three years during the term of this License and any renewal thereof or at such other less frequent intervals as may be specified by Licensor.
- I. Licensee shall ensure that all entrance doors and windows in the Premises shall be closed and locked when said Premises are not in use. Further, Licensee before closing and leaving the premises at any time, shall close all windows and doors and secure the 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 Licensor and in the event of an approved change, shall provide Licensor with keys to the facility. Licensee shall, upon the termination of its tenancy, restore to the Licensor 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 Licensor the cost thereof or rekeying the Premises.

- J. Licensee will establish an appropriate fire evacuation plan and hold fire drills as required. All occupants of the Premises will be trained regarding the safe and proper operation of all appliances in the Premises.
 - K. Licensee shall monitor fuel oil consumption, septic system, and other utility-related items. In the event such monitoring indicates that corrective action is necessary, this shall be reported to Division of Facilities and Services in a timely manner.
 - L. Licensee will conserve energy, and keep heating and cooling temperature levels set within reasonable ranges determined by Licensor from time to time.
16. DESTRUCTION OF PREMISES:
- A. In the event of damage to or destruction of the Premises or any part thereof by fire, storm, flood or other casualty which does not require Licensee to suspend entirely its business, Licensor shall, as soon as practicable after said damage or destruction, repair and restore the 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 Premises wholly untenable, Licensor will promptly begin and diligently pursue the repairing, restoration and rebuilding of the 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 Licensor and Licensee may determine; or Licensor and Licensee, at either's election, may terminate this License and the tenancy hereby created by giving the other, within thirty (30) days following the date of such occurrence, written notice of the election to terminate, and in the event of such termination, rent shall be adjusted as of the date of the casualty.

- B. In the event of damage to or destruction of fifty percent (50%) or more of the building of which the Premises are a part, Licensor 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 Licensor 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 or the Service contract attached hereto as Exhibit B.
- 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 Premises by Licensee.

18. EMINENT DOMAIN: Licensee hereby assigns any condemnation award to Licensor for which Licensee may be entitled as to its leasehold interest. In the event that the 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 Premises at the Licensee's expense.

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

20. 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 Premises not the property of Licensor, and to yield up to Licensor the Premises and all keys, locks and other fixtures connected therewith (except trade fixtures 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 provided that insurance proceeds from fire or other casualty or damage, if not used to restore the Licensed Premises, have been paid to the Licensor. Licensee will pay for all damages to the Premises, its fixtures, and appurtenances, as well as all damages sustained by Licensee or occupants of the 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. HOLDOVER: In the event that the Licensee shall continue to occupy the Premises or any part thereof after the conclusion of this License and any renewal thereof, with prior written authorization of Licensor the tenancy thus created shall be deemed to be upon a month-to-month basis and may be terminated by either party giving the other not less than thirty (30) days' written notice, to expire on the day of the month from which the tenancy commenced. During any month-to-month License, both parties shall continue to observe all agreements and covenants contained in this License.

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

23. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the parties hereto that Licensee, at Licensee's expense, will 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 and municipality in which Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office. The foregoing shall not be construed to preclude the Licensee from exercising its legal right to contest the validity of legislation through judicial process, provided that the Licensee shall continue to fully comply with the provisions of this paragraph pending the outcome of the Licensee's efforts.

24. BENEFIT AND BURDEN: The provisions of this License shall be binding upon, and shall inure to the benefit of the parties hereto and each of their respective successors, assignees or representatives.

25. DISPUTES: Licensor and Licensee agree that any dispute arising under this License which is not resolved by agreement of the parties shall be decided by a mutually agreed upon neutral third party, who shall notify the parties in writing of the determination made. Each party will be responsible for their own expenses associated with any dispute resolutions. The Licensee and Licensor shall be afforded an opportunity to be heard and offer evidence in support of their respective positions. Pending final decision of a dispute hereunder, Licensee and Licensor shall proceed diligently with the performance of all provisions under this License Agreement. The decision of the neutral third party shall be final and conclusive.

26. WAIVER OF JURY TRIAL: The parties hereto agree that they mutually waive trial by jury on any matter arising out of this License.

27. 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.

28. 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 age, color, creed, national origin, race, religious belief, sexual preference or disability.

29. CONTRACT SOLICITATION: Licensee represents that Licensee has not retained anyone to solicit or secure this License from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling or leasing agencies maintained by Licensee for the purpose of securing business or an attorney rendering professional legal services consistent with applicable canons of ethics.

30. 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.

31. 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:
INTERAGES
3950 Ferrara Drive
Aspen Hill, Maryland 20906

LICENSOR:
MONTGOMERY COUNTY,
MARYLAND
Division of Facilities & Services
Office of Real Estate Management
110 N. Washington St., Suite 318
Rockville, Maryland 20850

32. RESIDENT AGENT: The Resident Agent for the Licensee is I. Austin
Heyman and its address for receipt of notices and service of process is
6308 Poe Road, Bethesda, Maryland 20817. Licensee shall immediately notify Licensor of any change in resident agent or address as provided herein.

33. PROHIBITION OF HAZARDOUS SUBSTANCES: The Licensee agrees not to store or bring hazardous substances onto the Premises. The Licensee shall be responsible for and shall indemnify and defend Licensor 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.

34. 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 Licensor's obligations as herein stated. Licensor shall give Licensee at least thirty (30) days written notice of the lack of appropriation. The Licensee shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

35. AMERICAN DISABILITIES ACT REQUIREMENTS: Licensor and Licensee agree that any future modifications made to the Premises shall be made in conformance with ADA requirements.

SIGNATURE PAGE TO FOLLOW

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

WITNESS:

LICENSOR:
MONTGOMERY COUNTY, MARYLAND

By: *Bethanne Nestert*

By: *[Signature]*
GORDON AOYAGI, SENIOR ASSISTANT
CHIEF ADMINISTRATIVE OFFICER

Date: *3/12/98*

WITNESS:

LICENSEE:
INTERAGES

By: *Patricia A. Mulh*

By: *[Signature]*

Title: *EXECUTIVE DIRECTOR*

Date: *March 9, 1998*

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

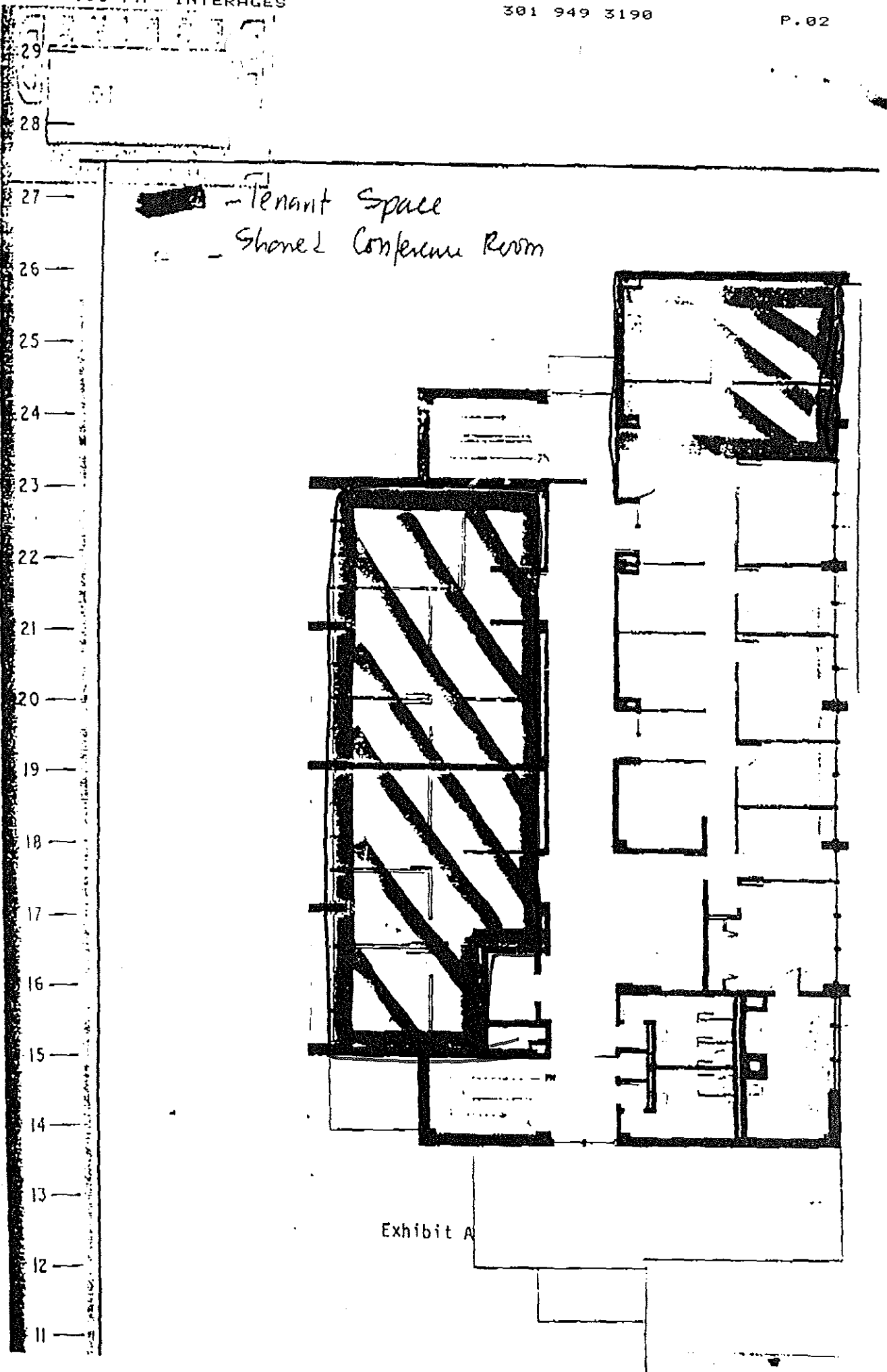
By: *Ramona Bell-Pearson*

By: *[Signature]*
REY JUNQUERA, LEASING MANAGER
DIVISION OF FACILITIES AND SERVICES

Date: *11/24/97*

Date: *3/13/98*

DISK\INTERAGES.wpd



664400032AA

COPY

This Contract is dated October 1, 1995 and is between Montgomery County, Maryland (the "County") and INTERAGES, INC., 9411 Connecticut Avenue, Kensington, Maryland 20895 (the "Contractor").

I. BACKGROUND

1. Montgomery County wishes to provide a County-wide intergenerational resource center and this program will be jointly funded and monitored by Montgomery County Government and the Montgomery County Public Schools.
2. The Contractor has the experience and qualifications to provide this program of services.
3. The County Council has designated the Contractor as a grantee To receive County funding to provide an intergenerational resource center.

II. SCOPE OF SERVICES

1. The Contractor must serve as a broker and provide technical assistance to County agencies and organizations to stimulate intergenerational programming and project development. The Contractor must provide the following:
 - a. technical assistance to a minimum of five individuals or organizations per quarter. Technical assistance will be in the form of providing information, materials and advice, assisting in developing work plans, planning for evaluation, generating project ideas, and, as appropriate, providing information on funding sources; and
 - b. providing documentation of two model projects, at a minimum, that will enable other agencies to replicate those projects by June 30, 1995 and each year the contract is renewed; and 1996 *[Signature]*
 - c. convene and conduct a minimum of five meetings of the Montgomery County Intergenerational Committee and conduct activities as suggested by committee consensus; and
 - d. initiate technical assistance to individuals or groups working with at least one new hard-to-reach population such as incarcerated youth, Hispanic youth and elderly or learning disabled youth and elderly, to encourage the development of an intergenerational program which meets the proposed clients needs each year of the contract; and
 - e. conduct an annual survey among agencies, and/or the general public receiving services from the center, to evaluate the usefulness of technical assistance provided and to determine if the intergenerational services are meeting the stated goals.

Contract #684400032A
Interages, Inc.
Page two

2. The Contractor must create a greater public awareness of intergenerational issues, programs and goals by utilizing the following:
 - a. Publicize intergenerational activities on a regular basis in the County through newspapers and other media by issuing a minimum of three press releases each year of the contract and by seeking to obtain each quarter one or more press articles, videos or radio broadcasts; and
 - b. plan and conduct a minimum of one County wide intergenerational workshop for Montgomery County organizations and agencies to participate in awareness and network building activities for intergenerational programming each year of the contract; and
 - c. demonstrate that a minimum of three new private sector organizations became involved in supporting intergenerational projects and solving intergenerational problems as a result of the Contractor's effort during each year of the contract; and
 - d. make public presentations and speeches, at least two times each quarter, to heighten the awareness of intergenerational issues; and
 - e. publish twice a year, a newsletter on intergenerational programs and issues to include, but not be limited to:
 - i. new programs and services models/ innovative programs in other communities, conferences/training workshops etc. This newsletter will be distributed to a minimum of 500 citizens and agencies in Montgomery County; and
 - f. at least once quarterly, identify one successful local program and provide opportunities for this program to serve as a model for other agencies through publicity and recognition in workshops, media coverage and other means.
3. The Contractor must develop and strengthen linkages between service providers and client provider organizations to develop ongoing intergenerational programming. The Contractor must:
 - a. Demonstrate that at least two groups of clients and service providers engage in intergenerational activity programming as a result of the Contractor's outreach efforts, during each year of the contract; and
 - b. each quarter, link at least one organization interested in volunteering with one in need of volunteers.

Contract #6644000032A .
Interages, Inc.
Page three

III. COMPENSATION

- A. The Contractor must submit a fiscal year line item budget to the County no later than a date set by the County to review and approve the line item budget. Modifications to the Contractor's approved budget during the fiscal year must be justified by the proposing party and must be approved by the Contract Administrator.
- B. The County will reimburse the Contractor for all costs incurred in providing the goods and services described in the Scope of Services, subject to the following limitations:
1. the maximum compensation payable by the County to the Contractor under this Contract shall not exceed \$77,941 for the contractual fiscal year. A fiscal year for this Contract shall start on July 1 and expire on the following June 30; and
 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
- C. All capital items for which the County reimburses the Contractor shall become the property of the County at the expiration of the term of the contract.

IV. INVOICES

The County will reimburse the Contractor on a monthly basis upon submission of an invoice to the County in a format approved by the County. Invoices must be accompanied by a report of the Contractor's activities during the invoice period in a format approved by the Contract Administrator, a copy of the purchase order under which the services were performed, and a balance sheet indicating the total amount of all invoices submitted under the purchase order and the unobligated balance remaining. Invoices must be sent to the Contract Management Team, Health and Human Services 401 Fleet Street, Rockville, Maryland 20850 and must be submitted within 30 days of the close of the month. The Contractor agrees to the County's payment term of net 30 days