

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
CONFLICT RESOLUTION CENTER OF MONTGOMERY COUNTY

DATE: 11/14/11

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 11 day of November 2011, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and CONFLICT RESOLUTION CENTER OF MONTGOMERY COUNTY, (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 Bethesda-Chevy Chase Regional Services Center, located at 4805 Edgemoor Lane, Bethesda, Maryland 20814 (the "Building"), and

WHEREAS, the County has agreed to enter into a License with the Licensee with respect to the certain space within the Building outlined on Exhibit "A" attached hereto and incorporated herein (the "Licensed Premises" and the "Proposed Space Plan") to provide the programs and services specifically set forth in the Agreement between Montgomery County, Maryland and the Conflict Resolution Center of Montgomery County, Inc. dated October 7, 2011 ("Agreement"), at the Licensed Premises; and

WHEREAS, the Licensee has agreed to provide such services at the Licensed Premises and the County and the Licensee agree 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 to the Licensed Premises for the exclusive purpose of the Licensee providing programs and services specifically set forth in the Agreement attached as Exhibit B and incorporated as if fully set forth herein.

2. LICENSE TERM: The License Term shall commence upon the date this License Agreement and the attached Agreement are fully executed by all the parties and shall run concurrently with the Agreement unless sooner terminated, and will expire automatically upon the termination of the Agreement. Notice of any early termination of the Agreement shall be given by Licensee to the County as detailed in Paragraph 3, below.

3. EARLY TERMINATION: It is agreed between the Parties that this License may be terminated at any time during the License Term or any extension of the Licensed Term by the County giving, thirty (30) days written notice of the termination. If the Licensee is removed under the Agreement this License shall automatically terminate on the date of termination of the Agreement. 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 accordance with the Waiver Memorandum dated October 5, 2011, attached hereto as Exhibit C, and in consideration of services provided by the Licensee as set forth in the attached Agreement, and for the rights and obligations provided for in this License, Licensee shall be exempt from paying any monetary fee to the County. All payments are to be made in advance on the first day of the Term, during each license year, and shall be payable by check to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, P. O. Box 9464, Gaithersburg, Maryland 20898-9464.

5. USE OF LICENSED PREMISES: Licensee covenants and agrees that the Licensed Premises shall be used only for the provision of the services set forth in the Agreement attached hereto as Exhibit B (the "Permitted Use"). Licensee agrees to ensure compliance with all licensing and operational requirements regulating the use of the

Licensed Premises therein described. Licensee shall be responsible for obtaining all licenses and certifications required by State, Federal, and County law to operate the program as defined in the Agreement. Failure to obtain and maintain any certifications and licenses required under State, Federal, or Local law to operate the program as defined in the Agreement will constitute a breach of this License. Licensee will use and occupy the Licensed Premises during the License Term for no purpose other than the use as specified in the Agreement.

6. ASSIGNMENT: The Licensee shall not assign, transfer, mortgage or otherwise encumber this License or sublet or rent the Licensed Premises or any part of the Licensed Premises to persons not affiliated with the Licensee.

7. CONDITION OF LICENSED PREMISES: Licensee accepts the Licensed Premises in "as is" condition. Licensee agrees to maintain the Licensed Premises in good condition and free of clutter throughout the License Term. Licensee acknowledges and agrees that at the end of the License Term, the Licensed Premises shall be returned to the County in the same condition as they were when Licensee accepted the Licensed Premises, with reasonable wear and tear and damage due to casualty excepted.

8. ALTERATIONS AND IMPROVEMENTS:

A. Licensee shall not undertake any alterations, changes or improvements to the Licensed Premises without the prior written consent of the County. Once the County's consent has been obtained, Licensee shall be responsible for the acquisition of any and all necessary permits and for the observance of all building and zoning ordinances and regulations then in effect. Failure to adhere to any previously approved plans, applicable ordinances or regulations shall be deemed to be a breach of this License.

B. The County's Approval and Inspection: In order to secure the County's approval of any structural alterations or improvements, Licensee shall submit to the County plans and specifications clearly setting forth the work to be performed. The County shall respond in writing within forty-five (45) days from receipt of plans and specifications. The County shall inspect the premises upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes and regulations. In the event that the completed work is not satisfactory to the County, Licensee shall undertake any necessary corrections, at Licensee's risk and expense.

9. LIENS: Licensee shall not do or suffer anything to be done whereby the Licensed Premises shall be encumbered by any lien, including mechanic's liens. Licensee expressly covenants and agrees that it will, during the term hereof, within sixty (60) days after the filing thereof, promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon the Licensed Premises or any portion thereof by reason of or any act or omission on the part of Licensee, and hereby expressly agrees to save and hold harmless the 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.

10. SERVICES AND OPERATING EXPENSES:

A. By County: Subject to annual appropriation by the County Council and except for work necessitated by reason of Licensee's negligent or wrongful act, the County agrees to provide within the Licensed Premises, at the County's sole cost and expense, and to the scope and extent that the services are provided at similar County facilities, the following:

- i. All repairs in the Licensed Premises costing in excess of Three Hundred Dollars (\$300.00) per repair;
- ii. Repair, replacement and preventive maintenance of HVAC, electrical and plumbing systems;
- iii. Major structural repairs;
- iv. Maintenance and repair to the exterior of the Licensed Premises including painting, roofing and gutters, including gutter cleaning;
- v. 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 and parking lots adjacent to the Licensed Premises, from parking areas and driveway; gutter cleaning; light bulb replacement; carpet cleaning and repair; and maintenance required for code compliance;

- vi. Utilities, including electric, gas, fuel oil and water;
- vii. Trash removal, recycling and pest control;
- viii. Fire extinguisher service and replacements as necessary; and
- ix. Interior painting as needed or as required by the County.

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

- i. Licensee agrees to pay the first Three Hundred Dollars (\$300.00) in each instance for each and every repair within the Licensed Premises, except those repairs set forth as the County's responsibility in Paragraph 10(A) above.
- ii. All custodial, janitorial and recycling services;
- iii. Telephone service;
- iv. Appliance replacement when, in County's sole judgment, replacement is necessary due to abuse, misuse, or negligence on the part of Licensee, its employees, patrons or agents. All appliances shall be approved by the County prior to their installation;
- v. Licensee shall not proceed with or use any unusual or hazardous materials in the performance of these requirements without consent of the County; and
- vi. Notwithstanding the obligations of the County regarding certain maintenance, Licensee will be responsible for damage to the structure, grounds or contents of the Licensed Premises due to the

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

A summary of such repairs shall be transmitted quarterly to the Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850, Attention: Director of Real Estate.

11. FURNITURE, FIXTURES AND EQUIPMENT: At the termination of this License, Licensee must deliver to the County the Licensed Premises in good, clean condition, reasonable wear and tear excepted. All items which are attached to the Licensed Premises, or are a part of the Licensed Premises systems at the time the Licensed Premises is delivered to Licensee, shall remain with the Licensed Premises. In the event any alterations are made to the Licensed Premises in accordance with Paragraph 8 hereof, plumbing, electrical and heating fixtures and all other fixtures, except trade fixtures, installed by the Licensee shall remain in the Licensed Premises at the end of the Term. All other non-permanent fixtures installed within the Licensed Premises at the Licensee's expense shall remain the property of Licensee and shall be removed by Licensee at the expiration or other termination of this License. Any personal property remaining within the Licensed Premises after termination of the License shall become property of the County. The County shall dispose of any such property in the manner it deems appropriate.

12. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Insurance Requirements:

i. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of general liability insurance with a minimum limit of

liability of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) for bodily injury and property damage including Contractual Liability, Premises and Operations, Independent Contractors, Personal Injury and fire liability issued by an insurance company licensed in the State of Maryland and acceptable to the County.

ii. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of Automobile Liability Coverage with a minimum limit of liability of One Million Dollars (\$1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including owned automobiles, hired automobiles and non-owned automobiles.

iii. Licensee agrees to obtain and maintain, during the full term of this License, a policy of workers' compensation and employers' liability meeting all statutory requirements of the State of Maryland with the following minimum Employers' Liability limits; *Bodily Injury by Accident - \$100,000 each accident, Bodily Injury by Disease - \$500,000 policy limits and Bodily Injury by Disease - \$100,000 each employee*

iv. Licensee agrees to obtain and maintain, an All-Risks Property Policy during the License term and any renewal terms to protect the full replacement value of all contents of the Licensed Premises and all interests of the Licensee, the County and the Property of Others against any loss. Any deductibles under this policy shall be funded by the Licensee. The County does not provide any coverage for Licensee's owned contents and improvements to the Licensed Premises. County shall be named as a loss payee.

B. Additional Insured: The Licensee's Liability Policies must list Montgomery County, Maryland as an additional insured and all insurance policies obtained by the Licensee as required by this License Agreement must provide that the Licensee will give the County written notice of amendment, cancellation, termination or non-renewal, no later than forty-five (45) days prior to amendment, cancellation, termination or non-renewal. The Licensee must provide on an annual basis evidence that is satisfactory to the County of the insurance coverages required under this License Agreement and if requested copies of policies.

C. Certificate of Insurance: The Licensee must, within forty-five (45) days from execution of this License Agreement, deliver to the County a certificate(s) of insurance and copy of policies evidencing the coverages required under this License Agreement. The

certificates must be issued to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850. Licensee has the obligation to assure that the County always has a valid Certificate of Insurance and complete copies of the policies.

D. Subrogation: If a casualty or other occurrence which should be covered by the insurance required by this License Agreement occurs, the Licensee must look solely to its insurer for reimbursement and the Licensee must ensure that such insurance is so written that the Licensee's insurer waives all rights of subrogation and shall have no cause of action against the County, its agents, or employees as a result of such casualty or occurrence. The Licensee waives and releases all right of recovery which it might otherwise have against the County or its agents or employees by reason of any loss or damage resulting from such casualty or other occurrence, to the extent that the Licensee would be covered by insurance if the Licensee complied with the requirements of this License Agreement pertaining to insurance.

E. County's Insurance: The County will maintain its normal fire and liability insurance on the Licensed Premises. The County reserves the right to self-insure.

13. HOLD HARMLESS. Licensee agrees to indemnify and hold harmless and pay for the defense of the County from any and all claims of liability, actions, damages and expenses, including, but not limited to, reasonable attorneys fees and litigation costs, arising out of or related to Licensee's use of possession of the premises, including but not limited to play fields and play areas, from any breach of this License by Licensee, or from any claim, action, damage, liability or expense occasioned wholly or in part by any negligent act, errors or omission of Licensee, its agents, contractors, guests or employees, except such negligence as may be occasioned by the acts or omissions of the County, the County's employees, agents and contractors. Licensee further specifically agrees to hold the County harmless and pay for the defense of the County from any claim of liability made in connection with any construction or installation of equipment by the Licensee within the Licensed Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Leased Premises hereinabove described.

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

A. Licensee shall not keep gasoline or other flammable material or any explosive within the Licensed Premises which will increase the rate of fire insurance on the Licensed Premises beyond the ordinary risk established for the type of operations described in Paragraph 5, above. Any such increase in the insurance rate due to the above, or due to Licensee's operations within the Licensed Premises, shall be borne by Licensee. Licensee shall not willfully do any act or thing in or about the Licensed Premises which may make void or voidable any insurance on the Licensed Premises, and Licensee, upon receipt of the same in writing, agrees to conform to all rules and regulations established from time to time by the County, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

B. Licensee shall not use or allow the Licensed Premises or any part thereof to be used for any illegal, unlawful or improper purpose or for any act or thing that may be a nuisance, annoyance, inconvenience, or cause damage to the Licensed Premises, adjacent properties or the adjacent neighborhood.

C. Licensee shall not place upon the Licensed Premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by County.

D. Licensee acknowledges that all responsibilities of Licensee relating to the use or misuse of the Licensed Premises and anything therein shall be construed to include use or misuse thereof by Licensee's agents and employees, guests and invitees.

E. Licensee shall not have pets in or about the Licensed Premises. This provision does not limit Licensee or Licensee's clients' rights to have bona fide service animals on the Licensed Premises. Licensee is solely responsible for the proper care of service animals in the Licensed Premises and in keeping the Licensed Premises clean and free of debris and waste associated with the care and feeding of service animals.

F. Licensee, upon receipt of the same in writing shall comply with all reasonable rules and regulations with regard to the use of the Licensed Premises that may be from time to time promulgated by County, and any violation of said rules and regulations upon the expiration of any applicable notice and cure period shall be deemed to constitute a violation of this License. It is understood that such rules and regulations

shall not unreasonably interfere with or prevent the intended uses of the 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 maintain in good condition, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures.

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

I. All occupants of the Licensed Premises shall be informed as to the safe and proper operation of all appliances and equipment in the Licensed Premises.

J. The Licensee is responsible for on site management of the Licensed Premises and must keep posted, in a conspicuous place within the Licensed Premises, the Licensee's responsibilities and obligations as specified in the Agreement.

K. The Licensee must indemnify, defend and hold the County and the County's other tenants, licensees, agents and employees (together the "Indemnities") harmless from and against all liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including, without limitation, reasonable architects' and attorney's fees, which may be imposed upon, incurred by, or asserted against any of the Indemnities and arising, directly or indirectly, out of or in connection with (i) The Licensee's breach of its obligations under this License; (ii) the acts or negligence of the

Licensee, its agents, contractors, and employees in the premises or on the Licensed Premises; and (iii) the use or occupancy of the Licensed Premises, and by the Licensee, its agents, servants, employees and contractors. In case any action or proceeding is brought against any of the Indemnities by reason of any of the foregoing, the Licensee must reimburse the County the cost of defending such action or proceeding, or upon the County's written demand and at the Licensee's sole cost and expense, the Licensee must defend such action and proceeding by counsel approved by the County.

L. 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, including, but not limited to, hallways, stairways, or elevators.

M. 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 Agreement. 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.

N. The Licensee must not move any furniture or equipment which is the property of the County into or out of the Licensed Premises without the County's prior written consent.

15. DESTRUCTION OF LICENSED PREMISES:

A. In the event of damage to or destruction of the Licensed Premises or any part of the Licensed Premises by fire, storm, flood or other casualty which does not require the Licensee to suspend entirely its business, the County shall, as soon as practicable after said damage or destruction, repair and restore the Licensed Premises to the condition they were in immediately prior to said damage or destruction. Should such damage or destruction of said 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 as described above by sending a termination notice to the Licensee.

B. In the event of damage to or destruction of fifty percent (50%) or more of the building of which the Licensed Premises are a part, the County may elect not to restore the said building and this License shall automatically terminate and the Parties shall be discharged from all responsibilities arising under this License.

16. DEFAULT: Licensee shall be considered in default of this License and the County may terminate this License upon the occurrence of any of the following:

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

ii. The commencement of any action or proceeding for the dissolution or liquidation of Licensee, or for the appointment of a receiver or trustee of Licensee's property;

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

iv. The abandonment of the Licensed Premises by Licensee;

v. any default or breach of the terms and conditions of the Agreement which is not cured prior to the expiration of any applicable notice and cure period;

vi. Use of the Licensed Premises by the Licensee or with the consent of Licensee, for uses other than the Permitted Uses; and

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

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

18. SURRENDER OF POSSESSION: Licensee covenants and agrees that, at the expiration or other termination of this License, to remove all goods and effects from the Licensed Premises not the property of County, and to yield up to County the Licensed Premises and all keys, locks and other fixtures connected therewith (except property belonging to Licensee), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Licensee is not herein expressly made liable excepted. Subject to the terms of this License Agreement to the contrary, Licensee shall pay for all damages to the Licensed Premises, its fixtures, and appurtenances, as well as all damages sustained by Licensee or occupants of the Licensed Premises due to any waste, misuse, or neglect of said Licensed Premises, its fixtures, and appurtenances, by said Licensee, its employees, or any other person or persons upon the Licensed Premises by Licensee's permission.

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

20. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that Licensee, at Licensee's expense, shall promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, or any municipality in which the Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office (the "Applicable Laws"). In no event shall Licensee be liable for any violations of Applicable Laws with respect to the Licensed Premises which are existing as of the

Commencement Date. The County shall be required to ensure that the Building and the land upon which the Building is located are in compliance with all Applicable Laws.

21. WAIVER: The waiver of at any time by either of the Parties of any particular covenant, condition, obligation, or duty under this License shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver must not be construed or understood as waiving any further or other rights of either Party.

22. NON-DISCRIMINATION: The Licensee agrees to comply with the non-discrimination in policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2004), as amended, as well as all other federal, state and local laws and regulations regarding discrimination. By signing this License Agreement, the Licensee assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations. . .

23. PUBLIC EMPLOYMENT: The Licensee understands and agrees that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code (2004), as amended, that it is unlawful for any person or entity transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

24. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and shall be deemed to be effective when received or refused by the addressee. Notices to the respective Parties shall be addressed as follows:

Licensee:

Conflict Resolution Center of Montgomery
County
4805 Edgemoor Lane
Bethesda, Maryland 20814

County:

Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor

Attn: Carolyn Stillwell
Executive Director

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

25. RESIDENT AGENT: The Resident Agent for the Licensee is Carolyn Stillwell and the address for receipt of notices and service of process is 7505 Blair Road, #102, Takoma Park, MD. 20912. Licensee must immediately notify County of any change in resident agent or address as provided herein.

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

27. NON-APPROPRIATION: This License shall terminate automatically on July 1 of any year for which the County, for whatever reason does not appropriate funds to pay for the services specified in the Agreement. The Licensee shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

28. AMERICAN DISABILITIES ACT REQUIREMENTS: County and Licensee agree that any future modifications made to the Licensed Premises shall be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility requirements in Federal, State, and County Laws and regulations. Licensee must obtain all required permits prior to

making any modifications to the Licensed Premises and must comply with all applicable Building and Safety Codes.

29. EMINENT DOMAIN: The Licensee is not entitled to any condemnation award granted to the County as owner of the Licensed Premises. In the event that the Licensed Premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain or sold under threat of such taking, the Licensee will not be entitled to recover from the County any capital expenditures for improvements and betterments made by the Licensee to the Licensed Premises at the Licensee's expense.

30. FORCE MAJEURE: Neither Party will be deemed in default with respect to the performance of any terms, covenants, and conditions of this License if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or 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.

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

32. MODIFICATION: This License (other than the Rules and Regulations, which may be changed from time to time) must not be modified in any manner except by an instrument in writing executed by both Parties with the same formality as this License.

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

34. CLAIMS: Any action brought by or on behalf of either Party in connection with the performance of this License must be filed and maintained in a court of competent jurisdiction in Montgomery County, Maryland.

SIGNATURE PAGE FOLLOWS

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

WITNESS:

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: Jillie White

By: Ramona Bell-Pearson
Ramona Bell-Pearson, Assistant
Chief Administrative Officer

Date: 11/14/11

WITNESS:

LICENSEE:
CONFLICT RESOLUTION CENTER
OF MONTGOMERY COUNTY

By: Ken Hunt

By: Carolyn Stillwell
Carolyn Stillwell
Title: Executive Director

Date: 10/27/11

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: Dale Drape

By: Cynthia L. Brenneman
Cynthia L. Brenneman, Director
Office of Real Estate

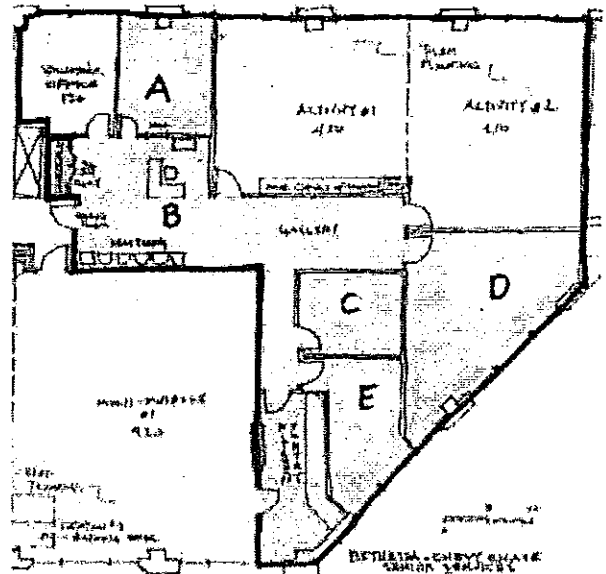
Date: 10/21/11

Date: 10/14/11

Proposed Space Plan

Bethesda Chevy Chase Center:

CRCMC Main Offices (see map)



A) Office (either this office or the one next to it)

- 2 Workstations (2 desks, 2 computers, 2 chairs, 2 phones)
 - Facilitation Manager, AmeriCorps Member

B) Reception

- 1 Workstation (1 desks, 1 computers, 1 chairs, 1 phone)
 - AmeriCorps Member, Interns/Volunteers
- 2 admin numbers : 301-942-2181 and 301-942-2182
 - Shared between office A and E
- 1 fax number: 301-942-7970
 - We would be willing to share this with partners in return for sharing phone line expenses/paper/ink or other in-kind exchange.
- Photocopier could go here or in Gallery space.
 - Once purchased, we would also be willing to share this with partners in return for paper/ink/expenses/other.

C) Shared meeting room

- 1 table and 4 chairs.
- Non-confidential file storage/supplies.
- This space would be used primarily for meetings, mediations, etc. It would be shared with space partners.

D) Office

- 4 Workstations (4 desks, 4 computers, 4 chairs, 4 phones)
 - Mediation Manager, Intake Specialist, Youth Program Director, Youth Program Assistant
- Three main intake numbers: 301-942-7700, 301-942-5160, 301-942-5170

E) Office

- 2 Workstations (2 desks, 2 computers, 2 chairs, 1 phone)
 - Executive Director, Intern/Volunteer

F) Shared meeting room (1st floor room)

- 1 larger table and 6 chairs.
- Small supplies cabinet.
- This space would be used primarily for meetings, mediations, etc. It would be shared with space partners.

Other:

- The Gallery/Hallway would be used for supplies storage (cabinets).
 - This space would be shared with space partners.
 - If CRCMC or partners expand, this space could be accommodated to fit one more workstation.
- Storage cabinet would be used for supplies storage.

Space Activities:

CRCMC Activities and Services Provided on Site:

- Mediation (FREE) – Interpersonal conflicts dealing with a variety of topics.
- Small Group Facilitation (FREE, may charge sliding scale as program grows) – For Organizations, Neighborhoods, Meeting Facilitation, etc.
 - Larger group facilitations generally take place closer to where the participants live or work, however intake for these facilitations would still occur at this office.
- Community Conferencing (FREE) – restorative justice process that brings youth who have been involved in a conflict and the affected community (parents, school, neighborhood, etc) together. Aims to develop accountability and build community.
- Conflict Management Training (SLIDING SCALE or FREE)– Introduction to Conflict Management, Communication Skills, and Creative Problem Solving. Available upon request for groups of 5 or more.
- In-Person Intake for all services
- Phone Intake for all services
- Referrals to other services/agencies (when our services are not applicable, or in addition to our services)
- Volunteer Continuing Education
- Board and Committee meetings

Spaces C and F:

- These spaces would be used to hold Mediations, Community Conferences, small group trainings, and organizational meetings.

Reception Area, B:

- This space would be staffed at least 35 hours a week (9am-4pm, M-F)
- The person at the desk would receive and refer clients

Agreement
Between
Montgomery County, Maryland
And
Conflict Resolution Center of Montgomery County

This Agreement is between Montgomery County, Maryland (the "County") and Conflict Resolution Center of Montgomery County, 2424 Reedy Dr. #301; Wheaton, MD 20902 ("CRCMC").

BACKGROUND

1. The County wishes to encourage greater use of non-adversarial approaches to resolving disputes between opposing parties; build internal and public capacity to facilitate meetings and manage conflict; and strengthen community programming at the Bethesda-Chevy Chase Regional Services Center (BCCRSC).
2. CRCMC's mission is to promote collaborative problem solving throughout Montgomery County. CRCMC makes its mediation, meeting facilitation and other conflict resolution services available at no or low cost to the parties.
3. BCCRSC provides a variety of services to residents of Montgomery County through partnerships with local non-profit organizations and operates a facility that is available for use by residents of the County.
4. Collaboration between CRCMC and the County enhances services to the general public and is in the interest of both organizations.

TERMS AND CONDITIONS

I. SCOPE AND RESPONSIBILITIES

- A. CRCMC agrees to provide at no charge mediation, meeting facilitation and other conflict resolution services facilitation and mediation services and training to BCCRSC, the Community Engagement Cluster, and other County agencies, departments, and commissions. In addition, CRCMC will provide free or low cost services to community groups and residents.

The minimum level of services CRCMC will provide each year under this agreement include:

Agreement between Montgomery County, MD and
Conflict Resolution Center of Montgomery County
Page 2

1. 30 free trainings in conflict management and conflict resolution skills to anyone who lives, works, or goes to school in Montgomery County. Value: \$6,000 (\$200/session)
2. Free facilitations for County departments and agencies. Value: \$300 per facilitation
3. Low cost facilitations and coaching services for anyone who lives, works, or goes to school in Montgomery County.
4. A minimum of 400 free mediations for anyone who lives, works, or goes to school in Montgomery County. Value: \$40,000 (\$100/mediation)
5. A minimum of 50 free community conferences for youth and their communities in Montgomery County. Value: \$5,000 (\$100/conference)
6. One free Mediation training to 20 County residents. Value \$16,000 (\$800 per resident)

Total value of minimum annual services = \$70,000 (assumes 10 facilitations for County departments and agencies)

Montgomery County will provide at no cost space at the BCCRSC for CRCMC offices and programs under a separate space license agreement. The value of the space is \$23,100. Montgomery County and CRCMC will enter into a space license agreement within 60 days of execution of this Agreement; unless the County notifies the CRCMC that it will occur within a certain period of time after the 60 days.

- B. Montgomery County and CRCMC will work together to advertise the availability of CRCMC services to County agencies, departments, and commissions. CRCMC will work with the BCCRSC and Community Engagement Cluster to market training and services to the various and diverse community groups and residents within the County.

II. RECORDS AND REPORTS

CRCMC must provide an annual report to the County, no later than a date required by the County and in a format approved by the County verbally or in writing, detailing services provided for the year. At a minimum, CRCMC must provide descriptions of the services provided under this Agreement (as detailed under I.A.), number of clients served for each category of services detailed under I.A., and demographic information regarding clients served.

Agreement between Montgomery County, MD and
Conflict Resolution Center of Montgomery County
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III. TERM

This Agreement begins upon signature by the Chief Administrative Officer (CAO) or designee and ends on **September 30, 2013**. Before this term for performance ends, the CAO, at his/her sole option may (but is not required to) renew the term. The CAO may exercise the option to renew the term two times, for two (2) years each.

(Signature Page Follows)

SIGNATURES

CONFLICT RESOLUTION CENTER
OF MONTGOMERY COUNTY




Carolyn Stillwell
Executive Director

Date 10/6/11

Date _____


MONTGOMERY COUNTY,
MARYLAND



Timothy J. Firestine,
Chief Administrative Officer

Date 10/7/11

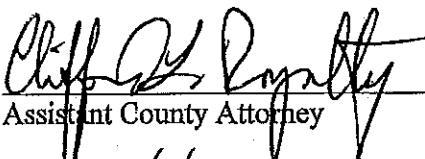
RECOMMENDED



Kenneth B. J. Hartman, Director
Bethesda-Chevy Chase Regional Services
Center

Date 10/6/11

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



Assistant County Attorney

Date 10/6/11



BETHESDA-CHEVY CHASE REGIONAL SERVICES CENTER

Isiah Leggett
County Executive

Kenneth B. J. Hartman
Director

MEMORANDUM

October 5, 2011

TO: Timothy J. Firestine, Chief Administrative Officer

FROM: Kenneth B. J. Hartman, Director, BCCRSC
Kenneth B. J. Hartman

SUBJECT: Waiver for Conflict Resolution Center of Montgomery County to use County-owned space at 4805 Edgemoor Lane, Bethesda, Maryland

As required by Administrative procedure 5-12, this memorandum requests a waiver for the Conflict Resolution Center of Montgomery County (CRCMC) to use County-owned space with no monetary rental at 4805 Edgemoor Lane, Bethesda, Maryland in exchange for services.

Since February 2005, the County has partnered with CRCMC to promote greater use of non-adversarial approaches to resolving disputes between opposing parties and build internal and public capacity to facilitate meetings. Free services provided by CRCMC include trainings in conflict management and conflict resolution skills to residents; facilitations for County departments and agencies, community groups, and individuals; and community conferences for youth and their communities. In exchange for the above services, the County has provided office space at the Mid-County Regional Services Center under a license agreement.

CRCMC has outgrown the space in Wheaton and has been in discussion with the Bethesda-Chevy Chase Regional Services Center to relocate to vacant office space at that location. BCCRSC provides a variety of services to residents of Montgomery County through partnerships with local non-profit organizations and operates a facility that is available for use by residents of the County. The addition of CRCMC offices and programs will enhance the utilization of the BCCRSC and services offered by the Community Engagement Cluster. The County will again provide the space as its contribution to this public/private partnership. This will be done by an agreement for services and a license agreement which will not grant possession of the property.

This waiver should be granted for a time period commencing on October 7, 2011 and extending as long as the contract is renewed.

Decision:

Approval Not Approved Schedule Briefing See/Call Me

cc: Office of Real Estate