

LICENSE AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY, MARYLAND  
AND  
CASA DE MARYLAND, INC.

DATE: 6/9/2010

TABLE OF CONTENTS

<u>Paragraph</u>	
1.	Licensed Premises
2.	License Term
3.	Early Termination
4.	License Fee
5.	Use Licensed Premises
6.	Assignment
7.	Condition of Licensed Premises
8.	Alterations and Improvements
9.	Liens
10.	Services and Operating Expenses
11.	Furniture, Fixtures and Equipment
12.	Liability, Property Damage and Fire Insurance
13.	Hold Harmless
14.	Responsibilities of Licensee
15.	Destruction of Licensed Premises
16.	Default
17.	Access
18.	Surrender of Possession
19.	Notice of Accidents, Defects or Damage
20.	Compliance with Laws
21.	Waiver
22.	Non-Discrimination
23.	Public Employment
24.	Mailing Notices
25.	Resident Agent
26.	Prohibition of Hazardous Substances
27.	Non-Appropriation
28.	American Disabilities Act Requirements
29.	Eminent Domain
30.	Force Majeure
31.	Entire Agreement
32.	Modification
33.	Governing Law
34.	Claims
35.	Parking

Exhibit A – Licensed Premises

Exhibit B – Contract

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 9<sup>th</sup> day of June, 2010, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and CASA DE MARYLAND, INC., (the "Licensee"), (the County and the Licensee together the "Parties").

### WITNESSETH:

WHEREAS, the County is the owner of fee simple title in the improvements and contiguous grounds located at 734 University Boulevard, Silver Spring, Maryland, 20901 (the "Licensed Premises"), and

WHEREAS, the County through the Department of Health and Human Services wishes to provide a program of employment training opportunities for foreign born residents who do not speak English proficiently and as a result experience difficulties in finding employment; and

WHEREAS, the County entered into Contract Number 9643510046-AA with Licensee to provide and operate a program of employment training and support services for low income, foreign born residents in the County at the County's Silver Spring Employment and Training Center located at the Licensed Premises; and

WHEREAS, the Licensee has agreed to provide such services at the Licensed Premises and the County has agreed to enter into a license at 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 and parking area located at 734 University Boulevard, Silver Spring, Maryland, 20901 as cross hatched on **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 operating a program of employment training and support services for low income, foreign born residents in the County located at the Licensed Premises which services are described in the Contract attached as **Exhibit B** and incorporated as if fully set forth herein (the "Contract").

2. LICENSE TERM: The License Term shall commence on January 1, 2010 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 County as detailed in Paragraph 3, below.

3. EARLY TERMINATION: It is agreed between the Parties that this License may be terminated at any time during the License Term or any extension of the Licensed Term by the County giving, thirty (30) days written notice of the termination. If the Licensee is removed as the 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 attached Contract, and for the rights and obligations provided for in this License, Licensee shall pay One Dollar (\$1.00) per year. 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 to operate a program of employment training and support services for low income, foreign born residents in the County at the Licensed

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

6. ASSIGNMENT: The Licensee shall not assign, transfer, mortgage or otherwise encumber this License or sublet or rent (or permit a third party to occupy or use) the Licensed Premises or any part of the Licensed Premises.

7. CONDITION OF LICENSED PREMISES: Licensee accepts the Licensed Premises in "as is" condition. Licensee agrees to maintain the Licensed Premises in good condition and free of clutter throughout the License Term. Licensee acknowledges and agrees that at the end of the License Term, the Licensed Premises shall be returned to the County in the same condition as they were when Licensee accepted the Licensed Premises, with reasonable wear and tear 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 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. Utilities, including electric, gas, fuel oil and water; and
- v. Fire extinguisher service and replacements as necessary.

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

- i. 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 Maintenance and repair to the exterior of the Licensed Premises including painting, roofing and gutters, including gutter cleaning;
- iii 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.
- iv Trash removal, recycling and pest control, all custodial, janitorial and recycling services;
- v. Telephone service;
- vi. 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;
- vii. Licensee shall not proceed with or use any unusual or hazardous materials in the performance of these requirements without consent of the County; and
- viii. Notwithstanding the obligations of the County regarding certain maintenance, Licensee will be responsible for damage to the structure, grounds or contents of the Licensed Premises due to the willful or negligent acts of Licensee, Licensee's employees, patrons, residents, or agents. In the event of such damage, the Licensee shall immediately make the necessary repairs or replacement to the satisfaction of the County, at Licensee's sole cost and expense or the County shall make such repairs or replacements for which Licensee shall promptly reimburse the County.

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

11. FURNITURE, FIXTURES AND EQUIPMENT: At the termination of this License, Licensee must deliver to the County the Licensed Premises in good, clean condition, reasonable wear and tear excepted. All items which are attached to the Licensed Premises, or are a part of the Licensed Premises systems at the time the Licensed Premises is delivered to Licensee, shall remain with the Licensed Premises.

Any personal property remaining within the Licensed Premises after termination of the License shall become property of the County. The County shall dispose of any such property in the manner it deems appropriate.

12. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Insurance Requirements:

i. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of general liability insurance with a minimum limit of liability of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) for bodily injury and property damage including Contractual Liability, Premises and Operations, Independent Contractors, Personal Injury and fire liability issued by an insurance company licensed in the State of Maryland and acceptable to the County.

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

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

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

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

C. Certificate of Insurance: The Licensee must, within forty-five (45) days from execution of this License Agreement, deliver to the County a certificate(s) of insurance and copy of policies evidencing the 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, 9<sup>th</sup> Floor, Rockville, Maryland 20850. Licensee has the obligation to assure that the County always has a valid Certificate of Insurance and complete copies of the policies.

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

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

13. HOLD HARMLESS. Licensee agrees to indemnify and hold harmless and pay for the defense of the County from any and all claims of liability, actions,



damages and expenses, including, but not limited to, reasonable attorneys fees and litigation costs, arising out of or related to Licensee's use of possession of the 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 animals 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 Contract

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 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.

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 Contract which is not cured prior to the expiration of any applicable notice and cure period;
- vi. Use of the Licensed Premises by the Licensee or with the consent of Licensee, for uses other than the Permitted Uses; and
- vii. The intentional use of the Licensed Premises by Licensee or by Licensee's agents, employee, contractors, or guests, for any unlawful purpose.

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

18. SURRENDER OF POSSESSION: Licensee covenants and agrees that, at the expiration or other termination of this License, to remove all goods and effects from the Licensed Premises not the property of County, and to yield up to County the Licensed Premises and all keys, locks and other fixtures connected therewith (except property belonging to Licensee), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Licensee is not herein expressly made liable excepted. Subject to the

terms of this License Agreement to the contrary, Licensee shall pay for all damages to the Licensed Premises, its fixtures, and appurtenances, as well as all damages sustained by Licensee or occupants of the Licensed Premises due to any waste, misuse, or neglect of said Licensed Premises, its fixtures, and appurtenances, by said Licensee, its employees, or any other person or persons upon the Licensed Premises by Licensee's permission.

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

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

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

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

sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

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

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

Licensee:

CASA de Maryland, Inc.  
310 Tulip Avenue  
Takoma Park, Maryland 20912  
Attn: Gustavo Torres  
Executive Director

County:

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

With a copy, that does not constitute Notice to:

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

25. RESIDENT AGENT: The Resident Agent for the Licensee is Betty Hoover and the address for receipt of notices and service of process is 1504 Stanford Road, Silver Spring, Maryland, 20902. Licensee must immediately notify County of any change in resident agent or address as provided herein.

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

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

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

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

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

35. PARKING: The Licensee is entitled to full use of the parking facilities which are a part of the Licensed Premises as of the date of execution of this License. Parking for the Licensee and any other occupants of the building, their staff, clients and guests will be confined to the surfaced parking areas in existence as of the date of execution of this License.

SIGNATURE PAGE FOLLOWS

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

WITNESS:

By: Julee White

COUNTY:  
MONTGOMERY COUNTY,  
MARYLAND -

By: Diane Schwartz-Jones  
Diane Schwartz-Jones  
Title: Assistant Chief Administrative  
Officer 6/9/10

Date:

WITNESS:

By: \_\_\_\_\_

LICENSEE:  
CASA DE MARYLAND, INC.

By: Gustavo Torres  
Gustavo Torres  
Title: Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: Algebra Thompson

Date: 5/11/2010

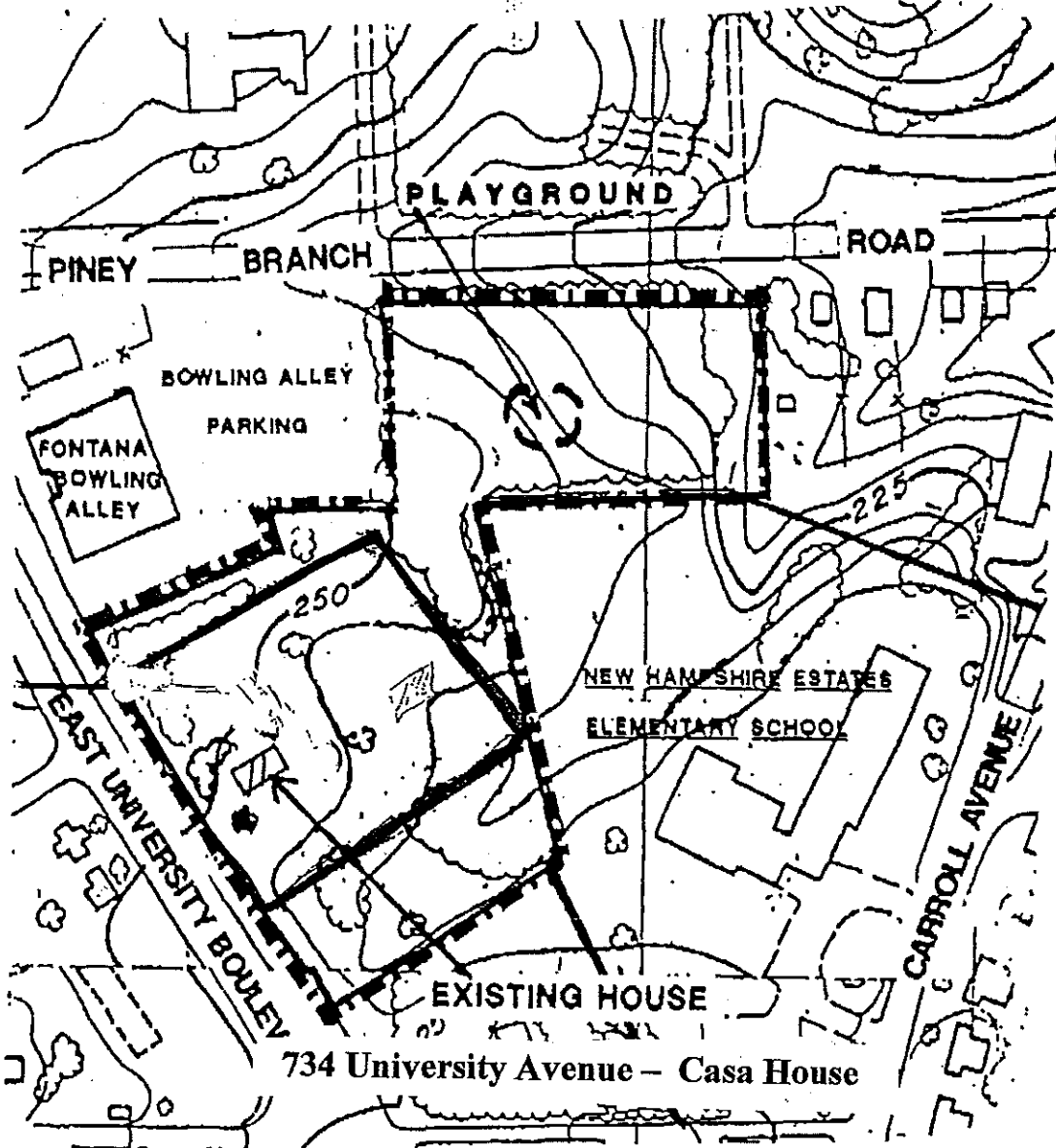
RECOMMENDED

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

Date: 5/6/10

734 University Avenue – Casa House

(Swallow but same cost)  
Privacy fence



MNCPPC STAFF GUIDE 40-1B

SCALE 1" = 200'

ACREAGE	4.9	REGION III, AREA C	N
FACILITY CODE	B37		

EXHIBIT A



Montgomery County Government  
Department of Health and Human Services

NOTICE OF CONTRACT ACTION  
12/30/09

TO: CASA de Maryland  
310 Tulip Ave.  
Takoma Park, MD 20912

ATTN: Jenny Freedman, Director of Development

FROM: Patricia Ross for: *PCR*  
Jeri Cauthorn, Contract Administrator  
Contract Management Team

SUBJECT: Contract Number- 9643510046-AA  
Fiscal Year- FY10  
Program/Services- Employment and Training Center  
Program Monitor- Aizat Oladapo  
Monitor Phone- 301-565-7469  
PO #- 0643510057  
Dollar Amount of PO- \$185,195

Unless otherwise noted, please consider this your organization's Notice to Proceed with Services, as delineated in the referenced contractual document.

Attached, please find copies of the following document(s):

<input type="checkbox"/> New Contract	<input type="checkbox"/> Amendment and PO
<input checked="" type="checkbox"/> New Contract and Purchase Order (PO)	<input type="checkbox"/> Delivery Order PO
<input type="checkbox"/> Amendment	<input type="checkbox"/> Accounting Change Order

Please forward related invoices to the Program Monitor designated above, and include the contract number and purchase order number in the invoice.

Thank you for your support of the Department's efforts. If you have questions, please contact your Program Monitor.

c: Maureen Cook  
CAW # 8560

CASA de Maryland, Inc.  
9643510046-AA

This Contract is between Montgomery County, Maryland (the County) and CASA de Maryland, Inc. (CASA), 310 Tulip Ave., Takoma Park, MD 20912 (the Contractor).

#### BACKGROUND/INTENT

1. A significant portion of the population of Montgomery County is foreign born. Many of these foreign-born residents who do not speak English proficiently experience difficulties in finding employment. The County wishes to increase employment and training opportunities for these residents; assist them in finding short and long term employment; and support and address their safety needs and concerns as well as those of the local neighborhood.

2. The Contractor was selected to provide these services pursuant to Request for Proposals # 9643510046- Employment and Training Services.

#### I. SCOPE OF SERVICES

A. The Contractor must provide and operate a program of employment, training and support services for low-income, multi-cultural residents in Montgomery County intended to help the target population access jobs in the County to enable them to achieve economic self-sufficiency. The Contractor must operate the program at the County's East Silver Spring Employment and Training Center, 734 University Boulevard, Silver Spring (the facility) and as part of the services provided must:

1. Design and operate an employment program at the facility to operate for a minimum of 40 hours per week that services the needs of residents seeking day jobs and of potential employers and neighbors.
2. Assess each participant's skill level in order to make referrals to job training and other employment programs as appropriate.
3. Place worker participants with local employers for day labor work as well as permanent, full time job openings.
4. Establish and maintain positive working relationships with employers, and follow up with both employers and workers to improve job retention.
5. Publicize services to prospective employers, and develop and expand relationships with employers to increase number of employers regularly seeking workers through the Contractor's program.
6. Develop and maintain a structured process for the orderly pick-up of program participants by employers.
7. Provide leadership development and civic engagement opportunities for program participants to contribute to the program's goals.
8. Respond to County requests to conduct outreach to workers on the street corners to encourage them to use the center.
9. Provide pre-employment/life skills training to help workers learn how to search for and obtain employment.



# MONTGOMERY COUNTY PURCHASE ORDER

PAGE

0001

THE PO NUMBER MUST APPEAR ON  
ANY CORRESPONDENCE  
PURCHASE ORDER NO.

P00643510057

*[Signature]*  
CONTRACTING OFFICER

DATE

REQUISITION NO. R00643510072	VENDOR NO. 6960060209	BUYER SCF	CHANGE ORDER NO.
<b>VENDOR INFORMATION</b> CASA DE MARYLAND INC 310 TULIP AVE (ACH) TAKOMA PARK MD 20912 ATT: JENNIFER FREEDMAN DIRECT OF DEVL TEL: 301 270 7471 FAX: 301 270 8659		<b>DELIVER TO / BILL TO</b> AIZAT OLADAPO 401 HUNGERFORD DRIVE ROCKVILLE MD 20850 TEL: 240 777 1151 FAX:	

ITEM AND DESCRIPTION	QUANTITY	U/M	UNIT PRICE	EXTENDED PRICE
001 952-39 EMPLOYMENT GENERATING ACTIVITIES CONTRACT NO. 9643510046-AA TRAINING AND EMPLOYMENT SUPPORT SERVICES NEW CONTRACT-AS THE RESULT OF: RFP FY10 ENCUMBRANCE			185,195.00 EA	1.0000 185,195.00

**TERMS:**

THIS BLANKET PURCHASE ORDER IS ISSUED IN ACCORDANCE WITH THE TERMS, CONDITIONS, SCOPE OF SERVICES, AND COMPENSATION OF CONTRACT #9643510046-AA.

\*

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

\*

QUESTIONS REGARDING THIS BLANKET PURCHASE ORDER SHOULD BE DIRECTED PATRICIA ROSS (240)777-1265.

DELIVERY DATE	TERMS	FOB	TOTAL				
28/DEC/09	NET 30	DEST	185,195.00				
SUFFIX	INDEX CODE	SUB OBJ	PROJECT	PROJECT DET	GRANT	GRANT DET	AMOUNT
01	643501101	2011					185,195.00
							185,195.00

RECEIVED

DEC 30 2009

BY:

RECEIVED  
DEC 30 2009  
BY:

10. Provide opportunities for workers to learn skills such as carpentry, wallpapering, etc. either by providing classes on site or by enrolling workers in classes sponsored by other training groups.
  11. Provide English language instruction for workers by coordinating and developing classes or by enrolling workers in classes sponsored by other training groups that prioritize day laborers' participation.
  12. Provide referrals for support services, including childcare, transportation, health and mental health care which are necessary to obtain and maintain employment.
  13. Operate a legal service program to assist workers with employment related issues, including wage disputes; to advise and assist workers in obtaining work permits; and to refer individuals to other resources for assistance with non-employment related legal issues.
  14. Post all signs regarding schedules, employment opportunities and facility information in the language(s) spoken by the clients served at the facility.
  15. Document incidents and violations of program/facility ground rules by participants, and not allow participants who commit serious violations to return to the Program site for a period of 1 month to 1 year or more depending on the seriousness of the violation.
  16. Establish a relationship with the Montgomery County Police Department in reporting incidents and follow-up on security matters.
  17. Include the following phrase on all printed or other media materials prepared as a result of this Contract: "Funded by the Montgomery County Department of Health and Human Services. This material may be reproduced." All public relations materials produced by the Contractor become the property of the County upon termination of this Contract.
- B. The Contractor must manage and maintain the facilities at 734 University Boulevard including all structures on the premises. Maintenance includes, but is not limited to:
1. Grass cutting
  2. Trash removal
  3. Daily cleaning of all structures on the premises, and
  4. Painting and upkeep of all structures on the premises.
- C. The Contractor, within 30 days of execution of this Contract, must sign a space license agreement with the County's Department of General Services for these facilities. This space license agreement may require insurance coverage in addition to that specified in this Contract.
- D. The Contractor must maintain security for the premises, including:
1. maintaining orderliness and peace on the premises
  2. monitoring the area
  3. ensuring that only authorized persons enter the premises, and
  4. maintaining security awareness of employers coming to the program for services.
- E. The Contractor must operate the Employment and Training Center for a minimum of 40 hours each week. The hours of operation must be posted in a conspicuous place on the premises and must appear in the language(s) spoken by the clients served at the facility. Any changes to the

hours of operation schedule must be submitted in writing to the contract monitor one week prior to the posted schedule change.

## II. RECORDS AND REPORTS

A. The Contractor must submit a monthly statistical report on persons served in the program to the County designated program monitor by the 15<sup>th</sup> of the month following the service month. The report must contain the following data:

1. The number of individuals coming to the Program seeking employment
2. The number of new individuals coming to the Program seeking employment
3. The number of permanent\* jobs obtained through the Program
4. The number of temporary jobs\* obtained through the Program
5. The number of day labor\* jobs obtained through the Program
6. The number of visits from new employers and repeat employers
7. The number of Worker Performance Reports received during the month
8. The average score of the Worker Performance Reports\*\* received during the month
9. The number of internet ads and print ads (excluding fliers) publicized during the month
10. The number of fliers and postcards distributed during the month
11. The number of presentations and attendees conducted in vocational training, legal rights, health promotion, and financial literacy.
12. The average number of workers enrolled in ESOL classes daily.
13. The number of individuals receiving legal assistance
14. Number of students enrolled and completing vocational training courses.
15. Number of legal consultations, cases opened, cases closed, and amount of wages recovered on behalf of workers at the Center.
16. Number of health screenings provided.
17. Number of bank accounts opened.
18. Number of general consultations and inquiries responded to.

The report must include the results of the satisfaction surveys required below under 'Performance Measures'.

\*For the purposes of this contract, "day labor" jobs are for 1 day or more and for less than 6 weeks. For the purposes of this contract, "temporary" jobs are for 6 weeks or more and for less than 6 months. For the purposes of this contract, "permanent" jobs are for 6 months or longer.

\*\* Workers Performance Reports are evaluations of the workers, conducted by the employers. Evaluations are converted into numerical "scores" between 1 and 4.

B. The Contractor must also submit a quarterly narrative on the 15<sup>th</sup> of the month after the end of each quarter, addressing the measures the Contractor is taking to increase the number of employers (both new and repeat). This should include a description of both marketing and customer service measures targeting employers. The report for the final quarter must accompany the year-end invoice.



C. The Contractor must provide an annual demographic data report on the clients served under this contract. This report must be submitted with the year-end invoice. The report must include age, gender, countries of origin, education level, family size and type, and housing status of the clients served.

### III. PERFORMANCE MEASURES

- A. 60% of workers looking for employment over the course of 1 year will be placed in day labor or full time employment.
- B. 20% of day laborers registering at the center over the course of 1 year will move into fulltime unsubsidized employment
- C. 75% of workers placed in permanent employment will still be employed after 3 months.

The Contractor must conduct a customer satisfaction survey. This survey will be conducted during the month of April at CASA's Center. CASA staff will introduce the survey during the monthly center meeting. The County will make an original copy of the survey available in English, Spanish, and French. Community members will voluntarily complete the survey and deposit it in a closed and locked box to be provided by the County. This survey includes the following:

**How would you rate your recent experience with this program in each of the following areas:**

	Very Satisfied	Satisfied	Not satisfied	Very Unsatisfied	Don't Know / Not applicable
Responsiveness/ Timeliness					
Courtesy/Respect					
Overall Experience					

Survey results will be collected by the County on-site at the end of the month, tabulated by the County, and results will be shared with the Contractor before being shared with any outside party or made public.

### IV. COMPENSATION

- A. The Contractor's fiscal year line item budget as approved by the County (the "Contractor's Budget") is incorporated by reference into, and made a part of this Contract as Attachment B.
- B. Modifications to the Contractor's approved budget during the fiscal year must be justified, in writing, by the Contractor and must be approved, in writing, by the County, prior to implementation.

C. The County will reimburse the Contractor for all costs incurred in providing the goods and services described in this Contract, subject to the following limitations:

1. No compensation will be paid for any costs that exceed the relevant line item in the Contractor's Budget by more than 10%.
2. No compensation will be paid for any costs that exceed the overall total of the Contractor's Budget for each fiscal year.
3. No services shall be performed by the Contractor under this Contract prior to the execution of a County Purchase Order for those services, and the Contractor's receipt of the said County Purchase Order.
4. Compensation may not exceed funds appropriated by the County and encumbered in the County Purchase Order issued to the Contractor.
5. The maximum compensation for January 1, 2010 to June 30, 2010 must not exceed \$185,195.

V. INVOICES

The Contractor must submit invoices and supporting documentation, including but not limited to, any required reports, to the County, in a format approved by the County, within 15 days after the close of each billing period. Invoices are subject to County approval and acceptance.

VI. TERM

This Contract is effective January 1, 2010, upon signature by the Director, Department of General Services, and extends through June 30, 2011. The Contractor must perform all work in accordance with the time periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. The Director may exercise this option to renew the term three times for one year each. Satisfactory performance does not guarantee renewal of this Contract.

Funds have been appropriated for this Contract through June 30, 2010. For the period after June 30, 2010 and for any subsequent period that the Contract remains in effect, payments under the Contract are contingent upon the appropriation and encumbrance of funds. If the County Council fails to approve an appropriation to fund this Contract for an additional period, no work is to be done after June 30, 2010, and the Contract will terminate on July 1, 2010, without further cost to the County.

## VII. GENERAL CONDITIONS AND INSURANCE

The attached General Conditions of Contract between County and Contractor ("General Conditions") are incorporated by reference into, and made part of this Contract as Attachment A. The following insurance requirements supersede those outlined in Provision #21 of the General Conditions:

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

### Commercial General Liability

A minimum limit of liability of *one million dollars (1,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

### Professional Liability - LEGAL

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least *one million dollars (\$1,000,000)* per claim and aggregate and a maximum deductible of \$25,000. Contractor/proposer agrees to provide a one-year discovery period under this policy.

### Worker's Compensation/Employer's Liability (Waive if no employees)

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

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

### Additional Insured

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

CASA de Maryland, Inc.  
9643510046-AA

Policy Cancellation

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

Certificate Holder

Montgomery County, Maryland  
Health and Human Services, CMT / Jeri Cauthorn  
401 Hungerford Drive, 6<sup>th</sup> Floor  
Rockville, Maryland 20850

**VII. PRIORITY OF DOCUMENTS**

The following documents are incorporated into, and made a part of this Contract, and are listed in order of legal precedence below in the event of a conflict in their terms:

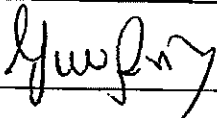
- A. This Contract document;
- B. The County's General Conditions of Contract Between the County and Contractor and Wage Requirements for Services Contract, Addendum to the General Conditions, Attachment A; and
- C. The Contractor's County-approved fiscal year line item budget, Attachment B.

[SIGNATURE PAGE FOLLOWS]

CASA de Maryland, Inc.  
9643510046-AA

CASA DE MARYLAND, INC.  
310 Tulip Ave.  
Takoma Park, MD 20912

MONTGOMERY COUNTY, MARYLAND

  
Signature

Typed Name GUSTAVO TORRES

Title: Executive Director

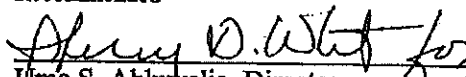
Date: 12/23/09



David E. Dise, CPPO  
Director, Department of General Services

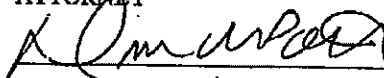
Date: 12/28/2009

Recommended

  
Uma S. Ahluwalia, Director  
Department of Health and Human Services

Date: 12/9/08

APPROVED, OFFICE OF THE COUNTY  
ATTORNEY



Date: 12/5/09