



MAYOR AND COUNCIL

Meeting No. 05-26
Monday, February 23, 2026 - 6:30 PM

AGENDA

Agenda item times are estimates only. Items may be considered at times other than those indicated.

Ways to Participate

If you require a reasonable accommodation, for community forum or a public hearing and need reasonable accommodations, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280 or cityclerk@rockvillemd.gov or by filling this form: <https://www.rockvillemd.gov/services/request-a-reasonable-accommodation/>

Translation Assistance

If you wish to participate in person at a Mayor and Council meeting during community forum or a public hearing and may need translation assistance in a language other than English, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280, or cityclerk@rockvillemd.gov, or by using this form: <https://www.rockvillemd.gov/services/participate-in-a-community-forum/>

In-Person Attendance

Community members attending in-person who wish to speak during Community Forum, or a Public Hearing, should sign up using the form at the entrance to the Mayor and Council Chamber. In-person speakers will be called upon in the order they are signed to speak and before virtual speakers.

Note: In-Person Speakers will be called upon to speak before those who have signed up to speak virtually for Community Forum and Public Hearings.

Viewing Mayor and Council Meetings

The Mayor and Council are conducting hybrid meetings. The virtual meetings can be viewed on Rockville 11, Comcast, Verizon cable channel 11, livestreamed at www.rockvillemd.gov/rockville11, and available a day after each meeting at www.rockvillemd.gov/videoondemand.

Participating in Community Forum & Public Hearings:

If you wish to submit comments in writing for Community Forum or Public Hearings:

- Please email the comments to mayorandcouncil@rockvillemd.gov no later than 10:00 am on the date of the meeting.

If you wish to participate in-person or virtually in Community Forum or Public Hearings during the live Mayor and Council meeting:

1. Send your Name, Phone number, For Community Forum and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov or <https://www.rockvillemd.gov/services/participate-in-a-community-forum/> no later than 10:00 am on the day of the meeting. Each speaker will receive 3 minutes.
2. Send your Name, Phone number, the Public Hearing Topic and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov or <https://www.rockvillemd.gov/services/participate-in-a-public-hearing/> no later than 10:00 am on the day of the meeting.
3. On the day of the meeting, you will receive a confirmation email with further details, and two Webex invitations: 1) Optional Webex Orientation Question and Answer Session and 2) Mayor & Council Meeting Invitation.
4. Plan to join the meeting no later than approximately 20 minutes before the actual meeting start time.
5. Read for <https://www.rockvillemd.gov/DocumentCenter/View/38725/Public-Meetings-on-Webex> meeting tips and instructions on joining a Webex meeting (either by computer or phone).
6. If joining by computer, Conduct a WebEx test: <https://www.webex.com/test-meeting.html> prior to signing up to join the meeting to ensure your equipment will work as expected.

Participating in Mayor and Council Drop-In (Mayor Ashton and Councilmember Fulton)

The next scheduled Drop-In Session will be held by phone or in-person on Monday, March 9, 2026 from 5:15-6:15 pm with Mayor Ashton and Councilmember Fulton. Please sign up by 10 am on the meeting day using the form at:

<https://www.rockvillemd.gov/formcenter/city-clerk-11/sign-up-for-dropin-meetings-227>

1. **Convene 6:30 PM**
2. **Pledge of Allegiance**
3. **Proclamation and Recognition - NONE**
4. **Agenda Review - 6:35 PM**
5. **City Manager's Report - 6:40 PM**
6. **Boards and Commissions Appointments and Reappointments - NONE**
7. **Community Forum - 6:45 PM**
8. **Special Presentations - NONE**
9. **Consent Agenda - 7:15 PM**

- A. Authorize the City Manager to Award and Execute a Contract with Kittelson & Associates, Inc. for Planning and Engineering Services for the Safe Streets and Roads for All Vision Zero Intersection Safety Audit Project, Responsive to RFP #01-26, in an Amount Not to Exceed \$398,945.15
- B. Authorize the City Manager to sign a rider agreement with IPS GROUP, Inc. to continue service of parking enforcement management and citation processing.
- C. Approve and Authorize the City Manager to Execute the Project Agreement with the State of Maryland Department of Natural Resources (DNR) to proceed with a grant agreement to apply for a \$1,500,000 grant to fund Phase II for grading, excavation as well as build pathways, bridges, deck overlook, and signage, at RedGate Park and Arboretum, consistent with the RedGate Park Master Plan.
- D. Authorize the City Manager to Enter into Electricity Supply Agreements with WGL Energy Services, Inc. for a Term between December 2025 and September 2026
- E. Approval of Minutes

10. Public Hearing - NONE

11. Action Items - NONE

12. Worksession - 7:20 PM

- A. Chapter 18 Code Update (Rental Facilities and Landlord-Tenant Relations) - Work Session

13. Mock Agenda - 9:20 PM

- A. Mock Agenda

14. Old / New Business - 9:30 PM

15. Adjournment - 9:45 PM



MAYOR AND COUNCIL Meeting Date: February 23, 2026

Agenda Item Type: CONSENT

Department: PW - TRAFFIC & TRANSPORTATION

Responsible Staff: BRYAN BARNETT-WOODS

Subject

Authorize the City Manager to Award and Execute a Contract with Kittelson & Associates, Inc. for Planning and Engineering Services for the Safe Streets and Roads for All Vision Zero Intersection Safety Audit Project, Responsive to RFP #01-26, in an Amount Not to Exceed \$398,945.15

Department

PW - Traffic & Transportation

Recommendation

Staff recommends that the Mayor and Council award and authorize the City Manager to execute a contract for transportation planning and engineering services for the Safe Streets and Roads for All Vision Zero Intersection Safety Audit Project, with Kittelson & Associates, Inc. in an amount not to exceed \$398,945.15.

Discussion

The City issued a Request for Proposal (RFP) #01-26 for Transportation Planning and Engineering Services for the Safe Streets and Roads for All Vision Zero Intersection Safety Audit Project on August 5, 2025. Kittelson & Associates, Inc. has demonstrated experience completing similar projects and can deliver the project within the necessary timeline.

This project consists of evaluating 30 intersections to identify safety concerns and propose potential safety improvements. Ten city-owned intersections and twenty state-owned intersections will be evaluated. This project is consistent with the City's Vision Zero Action Plan and directly attributes to the following two action items:

Action Item 4: Evaluate Crossings and Unsignalized Intersections

Action Item 6: Improve Traffic Signals

The consultant will use their expertise and experience to conduct the intersection safety audits, which include an evaluation of past crash history, traffic volumes and patterns, and vulnerable roadway user activity. The consultant will use the collected information to identify traffic safety concerns for all modes and opportunities to prevent future crashes.

The intersections will be evaluated in two phases. The consultant will conduct the intersection safety audits and propose improvements for the following intersections.

Table 1 – Intersections for Analysis

#	Phase	Intersection Ownership	Street	Cross-Street	Injury + Fatal Crashes (2017 – 2021)
1	1	City of Rockville	Wootton Pkwy	Pasture Brook Way	1
2	1	City of Rockville	Wootton Pkwy	W Edmonston Dr (north)	6
3	1	City of Rockville	King Farm Blvd	Grand Champion Dr	4
4	1	City of Rockville	Redland Blvd	Pleasant Dr	3
5	1	City of Rockville	Redland Blvd	Thompson Dairy Way	3
6	1	City of Rockville	Gaither Rd	Piccard Dr	4
7	1	City of Rockville	E Jefferson St	Congressional Ln	6
8	1	City of Rockville	Halpine Rd	Shopping Center Entrance	7
9	1	City of Rockville	Baltimore Rd	S Stonestreet Ave	4
10	1	City of Rockville	Woodland Dr	Park Rd	4
11	1	MDOT SHA	Rockville Pike (MD 355)	Edmonston Dr	18
12	1	MDOT SHA	Hungerford Dr (MD 355)	N Washington St	18
13	1	MDOT SHA	Frederick Rd (MD 355)	Watkins Pond Blvd	17
14	1	MDOT SHA	Hungerford Dr (MD 355)	Mannakee St	17
15	1	MDOT SHA	Viers Mill Rd (Md 586)	Broadwood Dr	16
16	1	MDOT SHA	Rockville Pike (MD 355)	First St/Wootton Pkwy	15

17	1	MDOT SHA	Rockville Pike (MD 355)	Templeton Pl	15
18	1	MDOT SHA	Norbeck Rd (MD 28)	Avery Rd	13
19	1	MDOT SHA	First St (MD 28)	Grandin Ave	2
20	1	MDOT SHA	Rockville Pike (MD 355)	Congressional Ln	13
21	2	MDOT SHA	Rockville Pike (MD 355)	Veirs Mill Rd (MD 28)	13
22	2	MDOT SHA	First St (MD 28)	Baltimore Rd	13
23	2	MDOT SHA	Rockville Pike (MD 355)	Richard Montgomery St	12
24	2	MDOT SHA	Frederick Rd (MD 355)	Ridgemont Ave	12
25	2	MDOT SHA	Hungerford Dr (MD 355)	Beall Ave	12
26	2	MDOT SHA	Rockville Pike (MD 355)	Talbott St	12
27	2	MDOT SHA	W Montgomery Ave (MD 28)	Hurley Ave	11
28	2	MDOT SHA	Hungerford Dr (MD 355)	Frederick Avenue	9
29	2	MDOT SHA	Viers Mill Rd (MD 586)	Woodburn Rd	7
30	2	MDOT SHA	Rockville Pike (MD 355)	Mt Vernon Pl	7

Lastly, the consultant will prepare an improvements matrix to help guide staff for the evaluation of intersections in the future. This matrix will include a wide variety of contemporary and best practice intersection improvement and identify the contexts in which the improvement(s) would be used to address different safety concerns.

Mayor and Council History

The Mayor and Council authorized the City Manager to execute an agreement with the U.S. Department of Transportation Federal Highways Administration for the FY 2023 Safe Streets and Roads for All Program grant on September 9, 2024. On December 8, 2025, the Mayor and Council authorized the City Manager to execute an agreement with the U.S. Department of Transportation Federal Highways Administration to extend the period of performance for the FY 2023 Safe Streets and Roads for All Program to September 15, 2027. The original agreement's period of performance date was set for December 13, 2025.

Boards and Commissions Review

The Transportation and Mobility Commission, the Rockville Bicycle Advisory Committee, and the Rockville Pedestrian Advocacy Committee provided letters of support for the grant application for this project.

Procurement

Staff prepared and publicly advertised RFP #01-26, Safe Streets and Roads for All Vision Zero Intersection Safety Audits, in accordance with the City of Rockville Procurement requirements and consistent with Federal requirements provided in Code of Federal Regulations, Title 2, Federal Financial Assistance, Subtitle A, Office of Management and Budget Guidance for Federal Financial Assistance, Chapter II, Office of Management and Budget Guidance, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. RFP #01-26 and the 2 related addenda are linked here: [RFP #01-26](#), [Addendum #1](#), [Addendum #2](#).

On August 5, 2025, RFP #01-26 was posted on the City’s website and information was also publicized on the State of Maryland’s eMaryland Marketplace Advantage (eMMA). Notice was provided to suggested sources as well as 98 vendors in the State’s vendor registration including 16 MBE, 2 VSBE, 21 DBE, and 23 SBE registered vendors. On the proposal due date of September 5, 2025, the City received nine proposals from the following consulting firms.

1. A. Morton Thomas & Associates, Inc.
2. Brudis & Associates, Inc.
3. EXP
4. Kittelson & Associates, Inc.
5. Mead and Hunt, Inc.
6. Precision Systems, Inc.
7. Toole Design Group, LLC
8. Wallace Montgomery & Associates, LLP
9. T3 Designs

The evaluation committee reviewed and ranked all nine proposals based on the criteria found in Table 2. Since this project is for engineering services, a qualifications-based evaluation was used in which final pricing is negotiated with the most qualified firm. If final pricing cannot be negotiated, a price quote from the second highest scoring firm is requested. This evaluation approach is an industry standard that has been used by the City and is also utilized by federal agencies and many state/local government agencies.

Table 2 - Evaluation Criteria

Evaluation Criteria		
Tab Assignment	Category	Maximum Points
A	Firm Information	N/A
B	Firm’s Qualifications and Experience	20
C	Similar Projects/References	15
D	Project Approach	25
E	Project Schedule	20

F	Technical Questions	20
G	Additional Information	N/A
MAXIMUM TOTAL POINTS		100

The selection committee considered the nine proposals and evaluated them as set forth in the Table 3 below:

Table 3 – evaluation rankings

Respondent	MFD-V Status	Ranking Written Proposals
Kittleson	Non-MFD-V	1
Mead & Hunt	Non-MFD-V	2
Morton Thomas	Non-MFD-V	3 [tied with 4]
Toole Designs	Non-MFD-V	4 [tied with 3]
T3 Designs	MFD-V	5
EXP	Non-MFD-V	6
Wallace Montgomery	Non-MFD-V	7 [tied with 8]
Brudis	Non-MFD-V	8 [tied with 7]
Precision Systems	MFD-V	9

The selection committee chose Kittelson & Associates, Inc. as the top proposer. This consultant has demonstrated experience with similar intersection and Vision Zero projects, prepared a reasonable project completion schedule that would be completed within the required timeframe, and has worked on recent projects in the city including the Beall Avenue Intersection Analysis and Complete Streets Study and the Mannakee Street Complete Streets Study. Kittelson & Associates, Inc. response is linked here: [Kittelson Response](#)

After the selection, City of Rockville Procurement Department requested a quote for completing the project to confirm that the cost was within the budgeted amount and negotiated a best and final offer (BAFO). The BAFO is linked here: [BAFO](#)

In accordance with Rockville City Code, Section 17-39(a), Awarding Authority, all contracts involving more than two hundred and fifty thousand dollars (\$250,000.00) shall be awarded by the Mayor and Council. The final draft of the contract for this project is attached (Attachment 1).

Fiscal Impact

This project is funded in part by the FY 2023 Safe Street and Roads for All grant program. The project total is \$398,945.15. The federal share of this is \$319,982, the local match is \$78,963.15. Funding for this project has been included in the Pedestrian and Bicycle Safety: FY21 – FY25

(TD21) project (Attachment 2) and will carry forward into the new five-year Pedestrian and Bicycle Safety: FY26 – FY30 (TD26) project (Attachment 3).

Next Steps

Upon Mayor and Council award, the Procurement Department will obtain contract signatures, appropriate insurance, and issue the final contract to Kittelson & Associates, Inc.

Attachments

Attachment 1 - Final Draft Contract 1-29-2026, Attachment 2 - FY 26 Budget - TD21 Pedestrian and Bicycle Safety, Attachment 3 - FY 26 Budget - TD26 Pedestrian and Bicycle Safety

CITY OF ROCKVILLE, MARYLAND
Contract for Services

This **CITY OF ROCKVILLE CONTRACT FOR SERVICES** (this “**Agreement**”) is made this [redacted] day of December, 2025 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body politic and municipal corporation of the State of Maryland, acting through its City Manager (the “**Mayor and Council**” or the “**City**”), and **KITTELSON & ASSOCIATES, Inc.** a foreign corporation authorized to conduct business in the State of Maryland (the “**Contractor**”). Individually, the Mayor and Council and the Contractor may each be referred to as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

- A. WHEREAS**, the Mayor and Council desires to procure, on behalf of the City of Rockville Public Works Department (the “**Department**”), safety-focused intersection evaluation and reports for the Safe Streets and Roads for All (SS4A) Vision Zero Intersection Safety Audits, funded in part by through a United States Department of Transportation (U.S DOT) Safe Streets and Roads for All grant, Fiscal Year 2023; and
- B. WHEREAS**, in accordance with Chapter 17 of the Rockville City Code, as amended (the “**Purchasing Ordinance**”), on August 2, 2025, the City of Rockville issued Request for Proposal #01-26; followed by Addendum 1 dated August 20, 2025; Addendum 2 dated August 22, 2025; and as amended by notice to all bidders by email dated November 10, 2025 (collectively, “**RFP 01-26**”); and
- C. WHEREAS**, on September 5, 2025, the Contractor submitted its proposal in response to RFP #01-26 (the “**Contractor Proposal**”), pursuant to which the Contractor agreed to provide the City with services to conduct the safety audits and associated deliverables, in accordance with the terms and conditions of RFP 01-26 and those terms pertinent to contracts funded through federal financial assistance included in the General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program (US DOT); and Title 2 U.S. Code of Federal Regulations Par 200 Uniform Administrative Requirements, Cost Principles ad Audit Requirements for Federal Awards (the “**Contractor Services**”); and
- D. WHEREAS**, on September 26, 2025, the Contractor submitted its Best and Final Offer relative to RFP 01-26 and subsequently consented to the timeline adjustment by email of the project deliverables no later than 75 days from the issuance of a Notice to Proceed; and
- E. WHEREAS**, on [redacted], in accordance with Rockville’s Procurement Ordinance the City awarded this Agreement to Contractor, subject to approval as to legal form by the City Attorney, for the provision of the Contractor Services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

OPERATIVE PROVISIONS

ARTICLE I. CONTRACTOR SERVICES

Section 1.01. Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall, in the usual and customary manner consistent with the highest quality industry standards, provide to the City the Contractor Services described in the RFP attached hereto as **Exhibit A** and incorporated herein by this reference, which requires work to be performed and invoices to be submitted consistent with US Department of Transportation General Terms and Conditions under the fiscal year 2022 Safe Streets and Roads for All Grant Program and Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200).

Section 1.02. Contractor's Proposal. The Contractor Services shall include the services to conduct intersection safety audits at ten intersections within the city limits and 20 state-owned and maintained intersections which have a history of injury and/or fatal crashes, detailed in the Contractor Proposal, attached hereto as **Exhibit B**, which is attached and incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms and conditions of the Contractor Proposal and this Agreement, the terms and conditions of this Agreement shall govern.

Section 1.03. Contract Administrator. The Department will designate a contract administrator for this Agreement (“**Contract Administrator**”). The Contractor shall provide the Contractor Services to the City under the direction of the following designated representatives of the Contract Administrator:

Brian Barnett Woods, Principal Transportation Planner, Public Works

Tel: 240-314-8527;

Email: bbwoods@rockvillemd.gov

It shall be the Contractor’s responsibility to ensure that the Contract Administrator is kept informed on the progress of the work related to the provision of the Contractor Services. The Contractor shall refer any decisions which must be made by the City to the Contract Administrator. The City Manager or his designee may modify the foregoing list of Contract Administrators by notifying the Contractor of such modification in writing.

Section 1.04. Notice to Proceed. The Contractor must not commence work under this Agreement until all conditions for commencement are met, including execution of the Agreement by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of a notice to proceed.

(a) Any work performed outside the scope of an authorized written Notice to Proceed is at Contractor’s risk and faces the probability of delayed or denied payment.

(b) Any agreements or stipulations in a request for services or response that are contrary to the terms of this Agreement shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Agreement.

Section 1.05. Modification of the Scope of Services.

(a) Duty of Contractor to Request the City to Approve Proposed Modifications and Changes to the Scope of Services. The Contractor shall immediately advise the Contract Administrator in writing of any proposed change to the Scope of Services, including, without limitation, schedule of performance, and shall obtain the written consent of the City Manager or his designee to the proposed change prior to implementing any changes to the Scope of Services and is subject to the City’s written approval to proceed. In no event shall the City’s consent be construed to relieve the Contractor from its duty to provide all Contractor Services in accordance with applicable law and industry standards.

(b) Additional Work. Subject to the approval requirements set forth in Section 17-40 of the Purchasing Ordinance, the City shall have the right to request, at any time during the performance of the Scope of Services, that the Contractor provide additional services beyond those described in the Scope of Services (the “**Additional Work**”). Before the Contractor commences the Additional Work, the Parties must agree upon a fee in writing for the Additional Work, including reasonably related expenses, and must agree to any adjustments to the “**Schedule of Performance**” in accordance with Section 3.03 below. It is expressly understood by the Contractor that the provisions of this subsection shall not apply to the Contractor Services specifically set forth in the Scope of Services or reasonably contemplated therein.

ARTICLE II. COMPENSATION AND PAYMENT

Section 2.01. Compensation; Required Appropriation of Funds.

(a) In order to compensate for the Contractor’s availability and the provision of the Contractor Services in accordance with the terms and conditions of this Agreement, the Mayor and Council agrees to pay the Contractor, subject to any limitations set forth in this Agreement, the amounts specified in the “**Compensation and Fee Schedule**” attached hereto as **Exhibit D** and incorporated herein by this reference, which total amount, including reimbursements for actual expenses, shall not exceed **THREE HUNDRED NINETY EIGHT THOUSAND NINE HUNDRED FORTY FIVE AND 15/100 DOLLARS (\$398,945.15)** for the term of this Agreement (the “**Contract Sum**”). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 2.01 shall be at no cost to the Mayor and Council unless additional compensation is approved for Additional Work pursuant to Section 1.05(b) above.

Section 2.02. Manner and Method of Payment.

(a) **Payment.** The City shall pay the Contractor in accordance with the Compensation and Fee Schedule. The Contractor is not entitled to a total payment, including fees for expenses, that exceed the Contract Sum. The method of compensation is detailed in the Compensation and Fee Schedule, and may include (i) a lump sum payment upon completion and acceptance of Contractor Services, (ii) payment in accordance with specified tasks or the percentage of completion of the provision of the Contractor Services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Compensation and Fee Schedule, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum, or (iv) such other methods as may be specified in the Compensation and Fee Schedule.

(b) **Electronic Payment Option.** The City's Vendor ACH Payment Program allows payments to be deposited directly into a designated financial institution account. Funds will be deposited into the account identified automatically and on time. There is no additional cost to participate. All transactions are conducted in a secure environment.

(c) **Payment to Subcontractor.** Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this Agreement, the Contractor shall either: (i) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this Agreement; or (ii) notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment and the reason for non-payment. In no event shall the City be liable for the Contractor's failure to pay a subcontractor. It is the Contractor's responsibility to ensure that no lien for work performed by the Contractor or subcontractor is placed on the City.

Section 2.03. Invoices.

(a) In accordance with the Compensation and Fee Schedule, the Contractor shall submit to the Contract Administrator periodic invoices, in duplicate, for all work performed, tasks and deliverable completed, and expenses incurred during the preceding month in a form approved by City of Rockville Chief Financial Officer or her designee. The invoice shall include detailed charges for all necessary and actual expenses by the following categories: labor (by sub-category), materials, equipment, supplies, and Subcontractor contracts. Subcontractor charges shall also be detailed by such categories.

(b) The City Manager or his designee will independently review each invoice submitted by the Contractor to determine whether the work performed, tasks and deliverables completed, and expenses incurred for the Contractor Services comply with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by the Contractor which are disputed by the City, or as provided in Section 9.03, the City will use its best efforts to cause the Contractor to be paid within thirty (30) days of receipt the Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by the City, the original invoice shall be returned by the City to the Contractor for correction and resubmission.

Section 2.04. Waiver. Payment to the Contractor for work performed and expenses incurred for the Contractor Services pursuant to this Agreement shall not be deemed to waive defects in the work performed by the Contractor.

Section 2.05. Errors and Omissions. The Contractor is solely responsible for costs, including, but not limited to, increases in the cost of providing the Contractor Services, arising from or caused by the Contractor's errors and omissions, as applicable, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

Section 2.06. Notification of Cost Overruns. The Contractor shall promptly notify the Contract Administrator in writing of any potential cost overruns. Cost overruns include, but are not limited to, the following: (i) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the Contract Sum; or (ii) where the total cost of the work performed and expenses incurred by the Contractor for the Contractor Services will be greater than the Contract Sum.

ARTICLE III. CONTRACT TERM AND PERFORMANCE SCHEDULE

Section 3.01. Contract Term. The term of this Agreement shall begin on the Effective Date and shall expire Seventy-five (75) Days from the issuance of a Notice to Proceed at 11:59 p.m. (the "Contract Term"), unless earlier terminated in accordance with Article IX below.

Section 3.02. Time of Essence. Time is of the essence in the performance of this Agreement.

Section 3.03. Schedule of Performance. The Contractor shall commence the work related to the provision of the Contractor Services pursuant to this Agreement upon receipt of a written notice to proceed in accordance with Section 1.04 above, and shall perform all work related to the provision of the Contractor Services within the time period(s) established in the "**Schedule of Performance**" attached hereto as **Exhibit C** and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Administrator. Extensions approved by the Contract Administrator shall not exceed one hundred eighty (180) days cumulatively.

Section 3.04. Force Majeure. The time period(s) specified in the Schedule of Performance for work related to the provision of the Contractor Services shall be extended for delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, and wars, provided the Contractor, within five (5) days of the commencement of such delay, notifies the Contract Administrator in writing of the causes of the delay. The Contract Administrator shall ascertain the facts and the extent of delay and extend the time for performing the work related to the provision of the Contractor Services for the period of the enforced delay when and if in the judgment of the Contract Administrator such delay is justified. The Contract Administrator's

determination shall be final and conclusive. In no event shall the Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, the Contractor's sole remedy being extension of the Agreement pursuant to this Section.

Section 3.05. Review and Final Acceptance of Contractor Services. The Contract Administrator shall review and accept or reject any of the Contractor's work under this Agreement, either during performance or when completed. The Contract Administrator shall reject or finally accept the Contractor's work related to the provision of the Contractor Services within forth five (45) days after the work is submitted to the Contract Administrator by the Contract for final review. The Contract Administrator's acceptance of the work be provided to the Contractor in writing. The Contract Administrator's acceptance shall be conclusive as to such work related to the provision of the Contractor Services, except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by the Contract Administrator shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Article VII, pertaining to indemnification and insurance, respectively.

ARTICLE IV. COORDINATION OF WORK

Section 4.01. Representatives and Personnel of Contractor. The following key personnel of the Contractor (the "Key Personnel") are hereby designated as being the principals and representatives of the Contractor, authorized to act on its behalf with respect to the work related to the provision of the Contractor Services and make all decisions in connection therewith.

Alek Pochowski, PE, Associate Engineer/Planner (Project Manager)

(202) 836-4002; apochowski@kittelson.com

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing personnel were a substantial inducement for the City to enter into this Agreement. Therefore, the foregoing Key Personnel shall be responsible during the Term of this Agreement for directing all activities of the Contractor and devoting sufficient time to personally supervise the work hereunder. All personnel of the Contractor, and any authorized agents and Subcontractors, shall at all times be under the exclusive direction and control of the Key Personnel. For purposes of this Agreement, the foregoing Key Personnel may not be replaced, nor may their responsibilities be substantially reduced by the Contractor without the express written approval of Contract Administrator. Additionally, the Contractor shall make every reasonable effort to maintain the stability and continuity of the Contractor's staff and Subcontractors, if any, assigned to perform the work related to the provision of the Contractor Services.

Section 4.02. Status of Contractor. The Contractor shall have no authority to bind the officials, officers, employees or agents of the City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the City Manager. The Contractor shall not at any time or in any manner represent that the Contractor or any of the Contractor's officers, employees, agents, or Subcontractors are in any manner

officials, officers, employees or agents of the City. Neither the Contractor, nor any of the Contractor's officers, employees, agents, or Subcontractors, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the City's employees. The Contractor expressly waives any claim the Contractor may have to any such rights.

Section 4.03. Independent Contractor. Neither the City, nor any of its officials, officers, employees or agents shall (i) have control over the manner, mode or means by which the Contractor, its employees, agents, or Subcontractors perform the work related to the provision of the Contractor Services, except as otherwise set forth herein; or (ii) have a voice in the selection, discharge, supervision or control of the Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall perform all services required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

Section 4.04. Subcontractors.

(a) **Subcontractor Approval.** The experience, knowledge, capability and reputation of the Contractor and its principals and employees were a substantial inducement for the City to enter into this Agreement; therefore, the Contractor's hiring or retaining of any third parties ("Subcontractors") to perform work related to the provision of the Contractor Services ("Subcontractor Services") is subject to the Contract Administrator's prior written approval. When requesting the Contract Administrator's prior written approval, the Contractor must provide in writing a justification for the need of a Subcontractor, a description of the work the Subcontractor will perform, and an estimated cost of the Subcontractor Services.

(b) **Subcontractor Contract.** The Contractor shall require each Subcontractor to obtain and maintain insurance policies as required by the City for the duration of this Agreement. The Contractor shall determine Subcontractor policy limits and required endorsements proportionate to the work performed by Subcontractor.

(i) The Contractor is obligated to pay Subcontractor, for Contractor and City approved invoice amounts, out of the compensation paid by the City to the Contractor not later than fourteen working days from the Contractor's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Contractor and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

(ii) If Subcontractor's performance is deficient, the Contractor shall notify the Contract Administrator in writing of any withholding of payment to Subcontractor, specifying: (A) the amount withheld; (B) the specific cause under the terms of the subcontract for withholding payment; (C) the connection between the cause for withholding payment and the amount withheld; and (D) the remedial action Subcontractor must take in order to receive the amount withheld. Once

Subcontractor corrects the deficiency, the Contractor shall pay Subcontractor the amount withheld within fourteen working days of the Contractor 's receipt of the City's next payment.

(iii) The City shall not be made a party to any judicial or administrative proceedings to resolve any dispute between the Contractor and Subcontractor. The Contractor agrees to defend and indemnify the City as described in Section 7.02 below, in any dispute between the Contractor and Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

(iv) The City is an intended beneficiary of any work performed by Subcontractor for purposes of establishing a duty of care between Subcontractor and City.

ARTICLE V. CONTRACTOR COVENANTS AND OBLIGATIONS

Section 5.01. Contractor Qualifications. The Contractor covenants that it, its employees, agents and subcontractors, if any, have and shall maintain during the Term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform work related to the provision of the Contractor Services.

Section 5.02. Standard of Care. The Contractor covenants that it shall follow the professional standards in performing the work related to the provision of the Contractor Services required hereunder. For purposes of this Agreement, the phrase “professional standards” shall mean those standards of practice recognized by one or more firms performing similar work under similar circumstances, at the same time and in the same local.

Section 5.03. Compliance with Law. The Contractor covenants that it shall keep itself informed concerning and shall render all services hereunder in accordance with all ordinances, resolutions, rules, and regulations of the City and any applicable Federal, State or local governmental entity having jurisdiction in effect at the time services are rendered.

Section 5.04. Licenses, Permits, Fees and Assessments. The Contractor covenants that it shall obtain at its sole cost and expenses such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless the City, its officers, employees or agents of the City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City hereunder.

Section 5.05. Conflict of Interest. The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder the Contractor’s performance of work related to the provision of the Contractor Services. The Contractor asserts that it has fully disclosed to the City any and all practices and or contracts of whatever nature or duration that could give rise to even the appearance of a conflict of interest with the parties or subject matter of this contract and will continue to do so during the term of this Agreement and

any renewals or extensions. The Contractor further covenants that in the performance of work related to the provision of the Contractor Services, no person having any such interest shall be employed by it as an officer, employee, agent or Subcontractor without the express written consent of the City Manager. The Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. The Contractor further covenants that, in the performance of this Agreement, it will not employ Subcontractors or other persons or parties having such an interest. The Contractor certifies that no person who has or will have any financial interest under this Agreement is a member, officer or employee of the City; this provision will be interpreted in accordance with the applicable provisions of the Rockville City Code, as amended from time to time. The Contractor agrees to notify the City Manager or designee if any conflict arises.

Section 5.06. Compliance with ADA. The Contractor understands and agrees that pursuant to the Americans with Disabilities Act of 1990, as amended (“ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor or Subcontractor, are required to be accessible to the disabled public. Contractor will provide the Contractor Services specified in this Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. The Contractor will not discriminate against persons with disabilities in the provision of services, benefits or activities provided under this Agreement.

ARTICLE VI. RECORDS, REPORTS, AUDITS, AND RELEASE OF INFORMATION

Section 6.01. Records. The Contractor shall keep, and require Subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, records, reports, studies, documents or other information relating to the disbursements charged to City and services performed hereunder (the “**Books and Records**”), as shall be necessary to perform the work related to the provision of the Contractor Services required by this Agreement and enable the Contract Administrator to evaluate the performance of such Services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City Manager and his designee shall have full and free access to such Books and Records at all times during normal business hours of the City of Rockville, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the Contractor Services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of the Contractor’s business, custody of the Books and Records may be given to City, and access shall be provided by the Contractor’s successor in interest.

Section 6.02. Reports. The Contractor shall periodically prepare and submit to the Contract Administrator such reports concerning the performance related to the provision of the Contractor Services as the Contract Administrator shall require. The Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, the Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if the Contractor is providing design services, the

cost of the project being designed, the Contractor shall promptly notify the Contract Administrator of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if the Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

Section 6.03. Right to Audit. The City retains the right to review and audit, and the reasonable right of access to the Contractor's and any Subcontractor's premises, to review and audit the Contractor 's or Subcontractor's compliance with the provisions of this Agreement (the “**City's Audit Right**”). The City's Audit Right includes the right to inspect, photocopy, and retain copies of the Books and Records, outside of the Contractor 's premises if deemed necessary by the City in its sole discretion. The City shall keep these Books and Records confidential to the extent permitted by law.

(a) Audit. The City's Audit Right includes the right to examine the Books and Records of procedures and practices that the City determines are necessary to discover and verify that the Contractor or Subcontractor is in compliance with all requirements under this Agreement.

(b) Cost Audit. If there is a claim for additional compensation or for Additional Work, the City's Audit Right includes the right to Books and Records that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

(c) Accounting Records. The Contractor and all Subcontractors shall maintain complete and accurate Books and Records in accordance with generally accepted accounting practices. The Contractor and Subcontractors shall make available to the City for review and audit all Books and Records relating to the Contractor Services. Upon the City's request, the Contractor and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

(d) City's Audit Right Binding on Subcontractors. The Contractor shall include the City's Audit Right as described in this Section 6.03 in any and all of their subcontracts and shall ensure that these sections are binding upon all Subcontractors.

(e) Expenses. The Contractor shall be responsible for repayment of any and all applicable audit exceptions, including any City expenses related thereto, which the City, State or Federal auditors or their designated representatives may identify and are material and adverse to the City as to create an audit disallowance.

Section 6.04. Ownership of Documents. Any and all deliverables, including but not limited to reports, drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, electronic files and documents, records, documents and other materials (the “**Documents and Materials**”) prepared by the Contractor, its employees, Subcontractor and agents in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Administrator or upon the termination of this Agreement, and the Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. The Contractor shall not use, willingly allow, or cause the Documents

and Materials to be used for any purpose other than performance of the Contractor's obligations under this Agreement. Any modification of the project deliverables without Contractor's consent or reuse for any purpose other than the purpose stated in this Agreement shall be at the City's sole risk.

Section 6.05. Confidentiality and Release of Information.

(a) All information gained or work product produced by the Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to the Contractor. The Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Administrator. The Contractor will not make use thereof other than for the performance of these contractual obligations and will only release it to employees requiring such information.

(b) If the Contractor requires access to the City's electronic information resources and/or its electronic data assets, the Contractor must adhere to all requirements, terms and conditions of the City's Contractor/Vendor on-site and remote access confidentiality agreement, which can be viewed at: <http://www.rockvillemd.gov/documentcenter/view/74>.

(c) The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Administrator or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided the Contractor gives City notice of such court order or subpoena.

(d) If the Contractor, or any officer, employee, agent or subcontractor of the Contractor, provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from the Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of the Contractor's conduct.

(e) The Contractor shall promptly notify the City should the Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. The City retains the right, but has no obligation, to represent the Contractor or be present at any deposition, hearing or similar proceeding. The Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by the Contractor. However, this right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response.

ARTICLE VII. INSURANCE AND INDEMNIFICATION

Section 7.01. Insurance Requirement.

(a) The Contractor shall be required to obtain and maintain, at its sole cost and expense, in a form and content satisfactory to the Risk Manager for the City of Rockville, during the entire term of this Agreement including any extensions thereof, the insurance coverages described in **Exhibit E**, entitled “**Insurance Requirements**”, which Insurance Requirements shall cover the Mayor and Council, its appointed officers, and employees and agents of the City of Rockville.

(b) In the event the Contractor subcontracts any portion of the Scope of Services hereunder, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 7.01, and such certificates and endorsements shall be provided to the Risk Manager.

Section 7.02. Indemnification.

(a) To the full extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Mayor and Council and its appointed officers, employees and agents (“**Indemnified Parties**”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “**Claims or Liabilities**”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of the Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable (“**Indemnors**”), or arising from the Contractor’s reckless or willful misconduct, or arising from the Contractor’s Indemnors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith.

(b) The Contractor shall defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith.

(c) The Contractor shall promptly pay any judgment rendered against the Mayor and Council, its appointed officers, agents or employees for any such Claims or Liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of the Contractor hereunder; and the Contractor agrees to save and hold the Mayor and Council, its appointed officers, agents, and employees harmless therefrom.

(d) In the event the Mayor and Council, its appointed officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the Mayor and Council, its appointed officers, agents or employees, any and all costs and

expenses incurred by the Mayor and Council, its appointed officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

(e) The Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so the Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of the Contractor in the performance of services hereunder. The provisions of this Section do not apply to Claims or Liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Agreement.

(f) Notwithstanding the foregoing and anything else in this Agreement, for claims for professional services performed and covered by Contractor's professional liability insurance, Contractor shall be required only, to the fullest extent permitted by law, to indemnify and hold harmless City and its directors, officers, and employees from liabilities, judgments, damages, losses (including but not limited to attorneys' and expert witnesses' fees and related costs) to the extent caused by the negligence of Contractor or anyone for whom Contractor is legally liable. For avoidance of doubt, Contractor shall have no upfront duty to defend with respect to claims under this sub-paragraph.

Section 7.04. Intentionally Omitted.

Section 7.05. Sufficiency of Insurer or Surety. Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in Maryland, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond (if any) may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Manager within 10 days of receipt of notice from the Risk Manager.

ARTICLE VIII. CONTRACTOR REPRESENTATIONS AND WARRANTIES

As a material inducement to the Mayor and Council's entry into this Agreement, the Contractor hereby (i) makes the following representations and warranties to the Mayor and Council, as of the Effective Date, (ii) covenants that until the expiration or earlier termination of

this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Agreement not to be true, the Contractor shall promptly give written notice of such fact or condition to the City Manager or his authorized designee, (iii) acknowledges that the Mayor and Council shall rely upon the Contractor's representations made herein notwithstanding any investigation made by or on behalf of the Mayor and Council, and (iv) agrees that such representations and warranties shall survive until the expiration or termination of this Agreement:

Section 8.01. Organization. The Contractor is duly organized, validly existing and in good standing under the laws of the state in which it is organized and is duly qualified to conduct business in the State of Maryland.

Section 8.02. Authority of the Contractor. The Contractor has full power and authority to execute and deliver this Agreement, and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

Section 8.03. Authority of Persons Executing Documents. This Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Contractor, and all actions required under the Contractor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken (to the extent such actions are required as of the date of execution and delivery of the above-named documents).

Section 8.04. No Breach of Law or Agreement. To the Contractor's knowledge, neither the execution nor delivery of this Agreement or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Contractor, or any provision of the organizational documents of the Contractor, or will materially conflict with or constitute a material breach of or a material default under any agreement to which the Contractor is a party, or will result in the creation or imposition of any lien upon assets or property of the Contractor, other than liens established pursuant hereto.

Section 8.05. Qualifications. The Contractor, its employees, agents and subcontractors, if any, possess the necessary professional expertise, qualifications and capabilities, and all required licenses and certifications to perform the Scope of Services and provide the Contractor Services.

Section 8.06. Familiarity with Work. By executing this Agreement, the Contractor warrants that it (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, the Contractor warrants that it has or will investigate

the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, the Contractor shall immediately inform the Contract Administrator of such fact and shall not proceed except at its own risk until written instructions are received from the Contract Administrator.

Section 8.07. Standard of Care. The Contractor shall perform the Services with the same care and skill ordinarily used by members of its profession practicing under similar circumstances at the same time and in the same locality. Contractor shall perform such duties as may be assigned without neglect. Contractor agrees to perform each assignment in an efficient and economical manner consistent with the City's interests and consistent with the City's stated objectives and recognized professional standards as defined above. Should Contractor not meet this Standard of Care, Contractor will correct its work at its own cost.

ARTICLE IX. ENFORCEMENT OF AGREEMENT AND TERMINATION

Section 9.01. Maryland Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of Montgomery County, State of Maryland, and the Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the State of Maryland, Southern Division.

Section 9.02. Disputes; Default. In the event that the Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating the Contractor for any work performed after the date of default. Instead, the City may give notice to the Contractor of the default and the reasons for the default. The notice shall include the timeframe in which the Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that the Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If the Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

Section 9.03. Retention of Funds. The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (i) any amounts the payment of which may be in dispute hereunder and (ii) all amounts for which the City may be liable to third parties, by reason of the Contractor's negligent or tortious acts or omissions in performing or failing to perform the Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the City may withhold from any payment due,

without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the City as elsewhere provided herein.

Section 9.04. Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

Section 9.05. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 9.06. Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

Section 9.07. Intentionally Omitted.

Section 9.08. Termination for Non-availability of Funds. The validity of this Agreement is subject to appropriation and encumbrance of funding pursuant to Maryland law and Rockville Code, Article VII.

- (a) The Mayor and Council appropriates funds on a fiscal year basis; the City fiscal year runs from July 1 through June 30. Funds have been appropriated for the first year of this Contract through the end of the fiscal year (June 30, 2026). For any subsequent Contract and/or Agreement extension, payments are contingent upon appropriation and encumbrance of funds. If the Mayor and Council fail to approve an appropriation to fund this Contract for a fiscal year that begins after this Contract is entered into, this Contract terminates on the first day of that fiscal year without further cost to the City. Rockville Code § 17-41.
- (b) In the event federal or state funding the City relies upon to pay for services under this Agreement is reduced, withdrawn, frozen or otherwise cannot be made in full, this Agreement shall automatically terminate, unless both parties agree to a modification of the obligations under this Agreement. The effective date of such termination shall be ninety

(90) days after the Contractor receives written notice of the reduction in payment, unless available funds are insufficient to continue payments in full during the ninety (90) day period. A reduction in federal or state funding does not reduce monies due and owing to the Contractor on or before the effective date of the termination of the Agreement.

Section 9.09. Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the City Manager or his designee. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to the City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, the Contractor shall immediately cease all work hereunder except such as may be specifically approved by the City Manager or his designee. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all Contractor Services rendered prior to the effective date of the notice of termination and for any Contractor Services authorized by the City Manager or his designee thereafter in accordance with the Compensation and Fee Schedule or such as may be approved by the City Manager or his designee, except as provided in Section 7.02. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 9.02.

Section 9.10. Termination for Default by Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, the City may, after compliance with the provisions of Section 9.02, take over the work related to the provision of the Contractor Services and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Contractor Services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and the City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

Section 9.11. Attorneys' Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the Parties agree each is responsible for its attorney's fees unless otherwise required by this Agreement.

ARTICLE X. MISCELLANEOUS PROVISIONS

Section 10.01. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Contractor and the City shall be given either by (a) personal service, (b) delivery by reputable overnight document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing utilizing a certified

or mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed to:

To the City: Mayor and Council of Rockville
c/o Office of the City Clerk / Director of Council Operations
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Clerk / Director of Council Operations
cityclerk@rockvillemd.gov
Telephone: (240) 314-8283

With copies to:

Office of the City Manager
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Manager
Email: cmo@rockvillemd.gov
Telephone: (240) 314-8102

Office of the City Attorney
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Attorney
Email: cityattorney@rockvillemd.gov
Telephone: (240) 314-8150

Procurement Department
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Director
Email: procurement@rockvillemd.gov
Telephone: (240) 314-8432

To the Contractor: Bailey Lozner, PE, EVP
100 M Street SE, Suite 910
Washington, D.C. 20003
blozner@kittelson.com

Notices personally delivered shall be deemed effective upon receipt or refusal thereof. Notices given by a reputable overnight document delivery service shall be deemed effective one (1) business day after delivery by such service. Notices mailed shall be deemed effective on the fifth (5th) business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing. As used herein, “business day” means a day

other than Saturday, Sunday, or a federal holiday, state holiday in the State of Maryland, or a city holiday in the City of Rockville, Maryland.

Section 10.02. Incorporation of Recitals; Interpretation.

(a) Incorporation of Recitals. The Recitals, RFP #23-25, Contractor’s Proposal, and Exhibits hereto are an integral part of this Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Agreement. Accordingly, the Recitals above, RFP #23-25, Contractor’s Proposal, and Exhibits hereto are fully incorporated into this Agreement by this reference as if fully set forth herein. In the event of any conflict between this Agreement and any documents referenced herein, the terms of this Agreement shall govern and control.

(b) Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Agreement.

Section 10.03. – Non-Liability of City Officers and Employees. No member, official, employee or agent of the Mayor and Council shall be personally liable to the Contractor in the event of any default or breach by the City or for any amount which may become due to the Contractor or its successors or assigns or on any obligation under the terms of this Agreement.

Section 10.04. No Waiver of Sovereign Immunity by Mayor and Council. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement nor any action taken by the Mayor and Council pursuant to this Agreement nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Mayor and Council and its appointed officials, officers, and employees.

Section 10.05. No Third-Party Beneficiaries. No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

Section 10.06. Equal Opportunity Employment. Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment regarding the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If Contractor fails to comply with nondiscrimination clauses of this Agreement or fails to include such contract provisions in all subcontracts, this Agreement may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts with the Mayor and Council. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

Section 10.07. Authority of the City Manager in Disputes. Any dispute concerning a question of fact arising under this Agreement which is not disposed of by this Agreement shall be decided by the City Manager in accordance with the Chapter 17 of the Rockville City Code, who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under this Agreement. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.

Section 10.08. Tax Exemption. The City is exempt from the payment of any federal excise or any Maryland sales tax.

Section 10.09. Local Government. Notwithstanding anything herein contained to the contrary, Contractor acknowledge the Mayor and Council is a political subdivision and its obligations hereunder are given on the to the extent permitted by applicable law, contingent upon the appropriation and encumbrance of funding, the open records law presumption that all records within the custody of the City are available to the public for review, and subject to the notice requirements and damage limitations stated in applicable law, including, but not limited to, the Local Government Tort Claims Act, Md. Code Ann., Ct & Jud Proc. § 5-301, et seq. (2013 Repl. Vol.), as amended from time to time.

Section 10.10 Surviving Provisions. Provisions of this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination will so survive.

Section 10.11. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by

law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.

Section 10.12. Entire Agreement, Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties.

Section 10.13. Assignment. This Agreement cannot be assigned by either Party without the prior written consent of the other Party.

Section 10.14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Section 10.15. Electronic Signatures. This Agreement may be executed by electronic signature, which will be construed as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g., via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as DocuSign or Adobe Sign.

(Signature pages to follow)

IN WITNESS WHEREOF, the Mayor and Council and the Contractor have each executed, or caused to be duly executed, this Agreement for Contract Services under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives thereunto duly authorized) as of the day and year first written above.

MAYOR AND COUNCIL

Approved as to form:

**THE MAYOR AND COUNCIL OF
ROCKVILLE**, a body corporate and municipal
corporation of the State of Maryland

Robert E. Dawson, City Attorney

By: _____
Jeff Mihelich, City Manager

CONTRACTOR

KITTELSON & ASSOCIATES, INC., an Oregon
corporation

By: _____
Bailey Lozner, Executive Vice President

EXHIBIT A
Request for Proposal #01-26

See attached

Safe Streets and Roads for All Vision Zero Intersection Safety Audits, #01-26
(Retained in Procurement Records)

EXHIBIT B
Scope of Services

The City of Rockville Safe Streets and Roads for All supplemental planning project is to conduct intersection safety audits at ten intersections within the city limits and 20 state-owned and maintained intersections which have a history of injury and/or fatal crashes, identified beginning at p. 13 of RFP 01-26. All engineering services shall be performed in accordance with the good industry practice and guidance identified at p. 12 of RFP 01-26.

As described beginning at p. 15 of RFP 01-26, this audit will include field observations, assessment of crash data, evaluation of traffic patterns, signal timings, roadway volumes, traffic speeds, and pedestrian and bicycle movements, as well as review of intersection geometry and lines-of-sight.

Once all data has been collected and analyzed, the contractor will prepare an existing conditions report for each intersection highlighting safety challenges to address as well as opportunities to proactively address and improve multimodal facilities and user ability to navigate the selected intersections.

After the existing conditions report is shared with the City of Rockville and the public, the contractor will develop a list of recommended improvements to address existing roadway safety challenges and proactive multimodal improvements. These recommended improvements will be organized for each intersection and further organized by improvements that are considered low-cost quick build improvements that the City could undertake within a year and long-term improvements that would require specific budget allocation and additional design and planning. While low-cost quick build improvements will be proposed as part of the final report and deliverable, this project does not include any construction or implementation of the low-cost quick build improvements.

The recommended potential improvements will be shared with the City and the public in a final report. The final report will also include a best practices table to identify intersection improvements and the criteria appropriate to warrant those improvements.

Contractor acknowledges and agrees to perform work, provide invoices and cooperate as the City may require to comply with the U.S. DOT under Fiscal Year 2023 Safe Streets and Roads for All (“SS4A”) Grant Program,” dated November 4, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under “Fiscal Year 2023”;

AND recognizes this Contract is SUBJECT TO additional terms and conditions associated with the use of federal financial assistance, as follows:

EXHIBIT B
Scope of Services

**ADDITIONAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL
FINANCIAL ASSISTANCE**

Contractor recognizes that this agreement is subject to Title 2 U.S. Code of Federal Regulations (CFR) Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (the “Uniform Guidance”). The following terms and conditions set forth below are incorporated in the parties’ agreement:

- A. **Nondiscrimination** – In performing this contract, CONTRACTOR will not exclude a person from participating in, deny them a benefit of, or discriminate against them because of race, color, religion, national origin, sex, disability, or age. *See* 42 U.S.C.A. § 2000d *et seq.*; 42 U.S.C.A. § 3601 *et seq.*; 42 U.S.C.A. § 6101 *et seq.*; 29 U.S.C.A § 794; 42 U.S.C.A § 12132; and 49 U.S.C.A. § 5332. The CONTRACTOR also agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or age. *See* 29 U.S.C.A. § 623; 42 U.S.C.A. § 12101. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations regarding the subject matter of this clause.
- B. **Recycled Products** - CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- C. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended**—CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations of these standards by the CONTRACTOR must be reported to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).
- D. **Debarment and Suspension.** CONTRACTOR certifies that neither it nor any of its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- E. **Byrd Anti-Lobbying Amendment.** In accordance with 31 U.S.C. 1352, the CONTRACTOR certifies that it adheres to the federal restrictions on lobbying using federal funds. Each tier of CONTRACTOR certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. For contracts exceeding \$100,000, the CONTRACTOR shall require that the language of this certification be included in the award documents for all contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.
- F. **Termination for Convenience.** This Contract may be terminated in whole or in part by the City in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the City. Any such termination will be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price, as determined by the Purchasing Agent, will be made for completed service, but no amount will be allowed for anticipated profit on unperformed services.
- G. **Termination for Cause**
 - 1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the City has the right to terminate the contract. Any such termination will be affected by delivery to the

EXHIBIT B

Scope of Services

Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

2. Termination of the Contract for Cause does not relieve the Contractor of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

H. Prohibition on certain telecommunications and video surveillance services or equipment. CONTRACTOR certifies that equipment, services, or systems used in covered telecommunications equipment and provided to the City is not produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- I. Equal Employment Opportunity** - During the performance of this contract, CONTRACTOR agrees as follows:
1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. CONTRACTOR will comply with all provisions of the rules, regulations, and relevant orders of the Secretary of Labor.
6. CONTRACTOR will furnish all information and reports required by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

EXHIBIT B
Scope of Services

7. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts, and such other sanctions may be imposed and remedies by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- J. **Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR § 200.321):** If subcontracts are to be let, the contractor is required to take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- K. **Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).**
 1. CONTRACTOR must comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). CONTRACTOR must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. CONTRACTOR must pay wages not less than once a week. By executing this Contract, CONTRACTOR accepts the Department of Labor wage determination for this work.
 2. CONTRACTOR must comply with the **Copeland “Anti–Kickback” Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- L. **Contract Work Hours and Safety Standards Act.** CONTRACTOR agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. Specifically, CONTRACTOR must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. This clause does not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or

EXHIBIT B
Scope of Services

transmission of intelligence.

M. Program Fraud, False or Fraudulent Statements, and Related Acts

1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et. seq.* and all appropriate federal agency regulations apply to CONTRACTOR's actions pertaining to this Contract. Upon execution of this Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying CONTRACT. When submitting requests for payment under this Contract, the CONTRACTOR is deemed to certify or affirm the truthfulness and accuracy of any statement made in support of its request for payment. In addition to other penalties that may be applicable CONTRACTOR further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor, to the extent the Federal Government deems appropriate. Finally, CONTRACTOR acknowledges that that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this CONTRACT, the Federal Government reserves the right to impose the additional penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
2. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

N. Interest of Members of Congress

No member of or delegates to the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

O. Protections for Whistleblowers.

1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress.
 - b. An Inspector General.
 - c. The Government Accountability Office.
 - d. A Treasury employee responsible for contract or grant oversight or management.
 - e. An authorized official of the Department of Justice or other law enforcement agency.
 - f. A court or grand jury; and/or
 - g. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
3. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

P. Domestic Preference

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

EXHIBIT C
Schedule of Performance

Contractor to provide all deliverables in accordance with the following:

Notwithstanding the language at RFP 01-26, pp. 17-18, Contractor agrees to provide all deliverables no later than 75 days from the issuance of a Notice to Proceed, with milestones reflecting steady progress consistent with the RFP and the 75 day completion period.

EXHIBIT D
Compensation and Fee Schedule

All items identified will be billed as lump sum tasks. The tasks will be billed as not to exceed figures, as follows:

ITEM	DESCRIPTION	COST	SUBTOTAL
1	Intersection Safety Audits and proposed improvements - Submittal #1 – Intersections 1-10		
a.	Intersection Field visits	<u>\$16,642.80</u>	
b.	Existing conditions findings summary	<u>\$25,821.19</u>	
c.	Proposed quick build improvements concepts, and cost estimates	<u>\$33,143.64</u>	
d.	Proposed medium or long-term improvements concepts, and cost estimates	<u>\$24,918.24</u>	
e.	Summary report of intersection audit analysis and proposed improvements.	<u>\$27,633.03</u>	
	Subtotal for Item #1		\$128,158.90
2	Intersection Safety Audits and proposed improvements - Submittal #1 – Intersections 11-20		
a.	Intersection Field visits	<u>\$13,869.00</u>	
b.	Turning movement counts (6 intersections)	<u>\$8,430.00</u>	
c.	Existing conditions findings summary	<u>\$15,429.33</u>	
d.	Proposed quick build improvements concepts, and cost estimates	<u>\$27,619.70</u>	
e.	Proposed medium or long-term improvements concepts, and cost estimates	<u>\$20,765.20</u>	

EXHIBIT D
Compensation and Fee Schedule

f.	Summary report of intersection audit analysis and proposed improvements.	<u>\$23,027.53</u>	
	Subtotal for Item #2		\$109,140.75
3	Intersection Safety Audits and proposed improvements - Submittal #1 – Intersections 21-30		
a.	Intersection Field visits	<u>\$13,869.00</u>	
b.	Turning movement counts (5 intersections)	<u>\$7,025.00</u>	
c.	Existing conditions findings summary	<u>\$16,834.33</u>	
d.	Proposed quick build improvements concepts, and cost estimates	<u>\$27,619.70</u>	
e.	Proposed medium or long-term improvements concepts, and cost estimates	<u>\$20,765.20</u>	
f.	Summary report of intersection audit analysis and proposed improvements.	<u>\$23,027.53</u>	
	Subtotal for Item #3		\$109,140.75
4	Improvements Matrix		
a.	Data and research	<u>\$9,737.98</u>	
b.	Improvement Matrix	<u>\$14,161.65</u>	
	Subtotal for Item #4		\$23,899.63
5	Meetings and Coordination		
a.	Meetings with City of Rockville Staff	<u>\$28,605.12</u>	
	Subtotal for Item #5		\$28,605.12
	PROJECT TOTAL		\$398,945.15

EXHIBIT E
Insurance Requirements

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary. The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this Agreement the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
<ol style="list-style-type: none"> 1. <i>Workers' Compensation</i> 2. <i>Employers' Liability</i> 	<p>Bodily Injury by Accident: \$100,000 each accident</p> <p>Bodily Injury by Disease: \$500,000 policy limits</p> <p>Bodily Injury by Disease: \$100,000 each employee</p>	<p>Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement dated.</p>
<ol style="list-style-type: none"> 3. <i>Commercial General Liability</i> <ol style="list-style-type: none"> a. Bodily Injury b. Property Damage c. Contractual Liability 	<p>Each Occurrence: \$1,000,000</p>	<p>City to be listed as additional insured and provided 30 day notice of cancellation.</p>

EXHIBIT E
Insurance Requirements

d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury		CG 20 37 07 04 and CG 20 10 07 04 or their equivalent forms to be dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation. Form CA20 48 02 99 or equivalent blanket form to be dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation.
6. Professional Liability	Each Claim/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this Agreement, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the

EXHIBIT E
Insurance Requirements

Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this Agreement. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
(Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850

Pedestrian and Bicycle Safety: FY21-FY25 (TD21)



Description: This project develops and constructs pedestrian and bicycle safety facilities associated with the Vision Zero Action Plan and the Bikeway and Pedestrian master plans. It includes feasibility analyses, design work, and construction of new multimodal traffic control devices and facilities. When available, federal and State grant resources will be used.

Changes from Previous Year: Construction completion changed to FY 2026 to complete ongoing work and project close out.

Current Project Appropriations

Prior Appropriations:	2,577,797
Less Expended as of 4/15/25:	898,723
Total Carryover:	1,679,074
New Funding:	-
Total FY 2026 Appropriations:	1,679,074

Guiding Principle: Public Safety

Mandate/Plan: Vision Zero Action Plan; 2017 Bikeway Master Plan; 2023 Pedestrian Master Plan; Guidelines for Neighborhood Traffic Management; Complete Streets Policy

Anticipated Project Outcome: Safer and better connected streets for pedestrians, bicyclists, and transit riders.

Project Timeline and Total Cost by Type: Funding was added to accelerate the implementation of Vision Zero action items, recognize awarded grants, and carry over work not completed in the prior five year project (4B71). Project completion changed to FY 2026 to complete ongoing work and project close out.

Type	Estimated Start		Estimated Completion		Estimated Cost (FY 2021 through FY 2025 only)			
	Original	Current	Original	Current	Original	Current	\$ Change	% Change
Planning / Design	FY 2021	FY 2021	FY 2025	FY 2026	50,000	1,572,245	1,522,245	3044%
Construction	FY 2021	FY 2021	FY 2025	FY 2026	300,000	1,005,552	705,552	235%
Other	-	-	-	-	-	-	-	-
Project Total (\$):					350,000	2,577,797	2,227,797	637%

Project Funding: This project is fully funded. This project is considered a routine capital maintenance project and is funded in five year increments.

Source	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
Paygo (Cap)	980,549	-	-	-	-	-	-	980,549
Grants (Cap)	1,228,900	-	-	-	-	-	-	1,228,900
Paygo (Act)	322,598	-	-	-	-	-	-	322,598
Paygo (Spd)	45,750	-	-	-	-	-	-	45,750
Total Funded (\$)	2,577,797	-	-	-	-	-	-	2,577,797
Unfunded (Act)	-	-	-	-	-	-	-	-
Total w/Unfunded (\$)	2,577,797	-	-	-	-	-	-	2,577,797

Operating Cost Impact: Signal maintenance, signs, line striping, repairs, stormwater management, and landscaping.

Fund	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
General	3,000	-	-	-	-	-	-	3,000

Project Manager: Bryan Barnett-Woods, Principal Transportation Planner, 240-314-8527.

Notes: FY 2026 work includes completing Vision Zero intersection safety audits, implementation of Twinbrook Safe Routes to School intersection improvements, design of a shared use path improvement on Yale Place, carrying out the road-diet demonstration project on Redland Blvd, procuring and installing on-street bicycle parking corrals, fix-it racks, and bike lockers, and ongoing traffic safety and pedestrian improvements.

Pedestrian and Bicycle Safety: FY26-FY30 (TD26)



Description: This project develops and constructs pedestrian and bicycle safety facilities associated with the Vision Zero Action Plan and the Bikeway and Pedestrian master plans. It includes feasibility analyses, design work, and construction of new pedestrian and bicycle traffic control devices and facilities. When available, federal and State grant resources will be used.

Changes from Previous Year: None.

Current Project Appropriations

Prior Appropriations:	-
Less Expended as of 4/15/25:	-
Total Carryover:	-
New Funding:	471,200
Total FY 2026 Appropriations:	471,200

Guiding Principle: Public Safety

Mandate/Plan: Vision Zero Action Plan; 2017 Bikeway Master Plan; 2023 Pedestrian Master Plan; Guidelines for Neighborhood Traffic Management

Anticipated Project Outcome: Streets that are safer and better connected for pedestrians, bicyclists, and transit riders.

Project Timeline and Total Cost by Type: No change.

Type	Estimated Start		Estimated Completion		Estimated Cost (FY 2026 through FY 2030 only)			
	Original	Current	Original	Current	Original	Current	\$ Change	% Change
Planning / Design	-	-	-	-	-	-	-	-
Construction	FY 2026	FY 2026	FY 2030	FY 2030	871,200	871,200	-	-
Other	-	-	-	-	-	-	-	-
Project Total (\$):					871,200	871,200	-	-

Project Funding: This project is fully funded. This project is considered a routine capital maintenance project and is funded in five year increments. The city will continue to apply for grants for this project. Grant funding of \$371,200 from the State Carbon Reduction Program funds the installation of bike share stations in Twinbrook.

Source	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
Paygo (Cap)	-	100,000	100,000	100,000	100,000	100,000	-	500,000
Grants (Cap)	-	371,200	-	-	-	-	-	371,200
Total Funded (\$)	-	471,200	100,000	100,000	100,000	100,000	-	871,200
Unfunded (Act)	-	-	-	-	-	-	-	-
Total w/Unfunded (\$)	-	471,200	100,000	100,000	100,000	100,000	-	871,200

Operating Cost Impact: Signal maintenance, signs, line striping, repairs, stormwater management, and landscaping.

Fund	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
General	-	1,000	1,000	1,000	1,000	1,000	-	5,000

Project Manager: Bryan Barnett-Woods, Principal Transportation Planner, 240-314-8527.

Notes: FY 2026 work includes procuring and installing bike share stations in Twinbrook, and evaluating and designing a shared-use path along Research Boulevard.



MAYOR AND COUNCIL Meeting Date: February 23, 2026
Agenda Item Type: CONSENT
Department: POLICE
Responsible Staff: MAJOR WILLIAM NIEBERDING

Subject

Staff recommends the Mayor and Council award and authorize the City Manager to execute an agreement with IPS Group, Inc. to continue service of parking enforcement management and citation processing in the amount of \$85,000 per year through January 15, 2028, with the possibility of three additional one-year renewals.

Department

Police

Recommendation

Staff recommends the Mayor and Council award and authorize the City Manager to execute an agreement with IPS Group, Inc. to continue service of parking enforcement management and citation processing in the amount of \$85,000 per year through January 15, 2028, with the possibility of three additional one-year renewals.

Discussion

The Rockville City Police Department assures safe passage of vehicular and pedestrian traffic throughout the corporate limits of Rockville. This effort includes the responsibility of traffic and parking enforcement on all streets within its jurisdiction. The Rockville City Police Department has had a working relationship with IPS Group, Inc. since 2022 for parking citation processing including equipment and backend processing support services.

The Rockville City Police Department seeks to enter into a new rider agreement with IPS GROUP, Inc. via Sourcewell contract: RFP #120423 for the purpose of continuing service of parking enforcement management and citation processing without interruption. This agreement has been established through a competitive procurement process.

Mayor and Council History

This initial agreement was last before the Mayor and Council and approved in 2022.

Procurement

This request rides Sourcewell contract: RFP #120423. The City of Rockville is a Sourcewell participating member, account #24036. Sourcewell serves as a municipal contracting agency throughout the nation with competitively awarded contracts. The City Procurement Department has used Sourcewell for the purchase of goods and services in the past.

Purchasing through a Sourcewell contract provides the City with highly competitive pricing, as Sourcewell competitively bids for a variety of services that are purchased nationwide by its 50,000+ members. By using the Sourcewell contract, the City is able to benefit from high volume discount pricing that would not be attainable by the City solely issuing a competitive solicitation.

In accordance with Section 17-71(b) of the Rockville City Code, Cooperative Procurement, the City may contract with any contractor who offers goods, services, insurance, or construction on the same terms as provided to other State or local governments or agencies thereof, who have arrived at those terms through a competitive procurement procedure similar to the procedures used by the City.

In accordance with Rockville City Code, Section 17-39(a), Awarding Authority, all contracts, including purchase orders, over \$250,000 shall be awarded by the Mayor and Council. Since the contract amount for the initial term plus all renewal option years exceeds \$250,000, approval is required by the Mayor and Council.

IPS Group, Inc. is a non-Minority, Female, Disabled or Veteran (MFD-V) business.

The draft contract is provided as Attachment 1

To view all contract documents, please click the link below:

[Sourcewell Contract](#)

[Sourcewell Contract – IPS Pricing](#)

Fiscal Impact

There is sufficient funding available in the Parking Fund FY 2026 operating budget to support this award for parking enforcement processing services. All future years are subject to Mayor and Council budget appropriations.

Next Steps

If approved, the Procurement Department will obtain all signatures on the contract and issue a purchase order for these services.

Attachments

Attachment 1 - Rider Agreement RV-Sourcewell IPS Group Draft 20260202 Final Draft

**CITY OF ROCKVILLE
RIDER AGREEMENT**

This **CITY OF ROCKVILLE, MARYLAND RIDER AGREEMENT** (this “**Rider Agreement**”) is, made this ___ day of _____, 2026 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body politic and municipal corporation of the State of Maryland, acting through its City Manager (the “**Mayor and Council**” or the “**City**”), and **IPS GROUP, INC.**, a foreign corporation authorized to do business in Maryland (the “**Contractor**”). Individually, the Mayor and Council and the Contractor may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

1. **WHEREAS**, the Mayor and Council desire to procure, on behalf of the Rockville City Police Department (“the “**Department**”), a solution for Traffic Enforcement Management and Citation Processing which will enable the Department to, continue to utilize the City’s intelligent parking technology including smart meters for traffic enforcement, citation processing and collection of fees (“**Services**”); and
2. **WHEREAS**, in accordance with Section 17-71(b) of the Rockville City Code, the City may enter into a contract to procure the Services from the Contractor without utilizing the City’s formal solicitation process if (a) the Contractor has entered into a contract to provide the Services to “other state or local governments or agencies,” (b) the other state or local government or agency arrived at the contract terms for the Services with the Contractor “through a competitive procurement procedure similar to the procedure used by the City,” and (c) the City obtains the same contract terms the Contractor offered to the other state or local government or agency for the Services; and
3. **WHEREAS**, Sourcewell is a local government unit and service cooperative created under the laws of the State of Minnesota and issued a Request for Proposals RFP #120423, soliciting competitive proposals for Curb Management Technologies with Related Services (the “**Sourcewell RFP**”).and the City is a Sourcewell participating member, account #24036; and
4. **WHEREAS**, on December 4, 2023 the Contractor submitted a bid in response to RFP #120423 agreeing to provide Sourcewell with certain parking equipment/goods and related services, including, among other things, the Services the City wishes to procure (“**Bidder Response**”); and
5. **WHEREAS**, on January 10, 2024, Sourcewell entered into a contract with the Contractor, # 120423-IPS (the “**Sourcewell Procurement Agreement**”), attached hereto as **Exhibit A**, and incorporated by this reference, pursuant to which the Contractor agreed to provide Sourcewell with, among other things, the Services; and

6. **WHEREAS**, the City determined Sourcewell’s competitive procurement procedure is similar to the competitive procurement procedure utilized by the City; and
7. **WHEREAS**, the Parties agree that (i) the terms and conditions of the Sourcewell Procurement Agreement are modified by the specific modifications, if any, identified herein and on the attached **Exhibit B** and incorporated by this reference; and (ii) that where the terms of this Rider Agreement vary from the terms and conditions of the Sourcewell Procurement Agreement, the terms and conditions of this Rider Agreement shall prevail; and
8. **WHEREAS**, the Contractor agrees to provide the Services to the City on the same terms and conditions as provided in the Sourcewell Procurement Agreement, subject to the terms and conditions of this Rider Agreement.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the covenants, warranties and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

OPERATIVE PROVISIONS

ARTICLE I. CONTRACTOR PROVISION OF GOODS AND/OR SERVICES

Section 1.01. Scope of Work. The Contractor shall, in the usual and customary manner consistent with the highest quality industry standards and in accordance with the terms and conditions of this Agreement, provide to the City those Services specified in the “**Scope of Work**” attached hereto as **Exhibit B** and incorporated by this reference. Contract changes must be in writing and approved by the City, and pursuant to Rockville Code Section 17-40 certain contract changes must be approved by Mayor and Council.

Section 1.02. Project Administrators. The following staff members of the Departments are the City’s designated “**Project Administrators**”:

Theresa Broad, Fiscal Manager
2 W. Montgomery Ave.
Rockville, MD. 20850
tbroad@rockvillemd.gov
240-314-8918

It shall be the Contractor's responsibility to ensure that the applicable Project Administrator is kept informed on the progress of the Scope of Work for the Notice to Proceed submitted by that Project Administrator. The City Manager or authorized designee may modify the forgoing list of Project Administrators by notifying the Contractor of such modification in writing.

Section 1.03. Notices to Proceed. Upon execution of the contract Contractor will provide access to the Services subscription in accordance with the Scope of Work and Schedule of Performance indicated in Exhibits B and C.

ARTICLE II. CONTRACT TERM

Section 2.01. Contract Term. The term of this Rider Agreement shall begin on the Effective Date and shall expire on January 15, 2028. Sourcewell at its sole discretion may exercise an option to renew three (3) times for one (1)-year each. If Sourcewell exercises its option to extend the term of the Sourcewell Procurement Agreement the City may extend the term of this Rider Agreement in accordance with Sourcewell's extension by notifying Contractor of such extension and confirmation of pricing in writing at least 60 days in advance and subject to Mayor and Council appropriation of adequate funds.

Section 2.02. Time of Essence. Time is of the essence in the performance of the Scope of Work.

ARTICLE III. COMPENSATION AND PAYMENT

Section 3.01. Compensation; Required Appropriation of Funds.

(a) In order to compensate the Contractor for its provision of Services, the Mayor and Council agrees to pay the Contractor, subject to any limitations set forth in this Rider Agreement, the amounts specified in the "**Compensation and Fee Schedule**" attached hereto as **Exhibit D (Enforcement Management System and Citation Processing Services)** and incorporated herein by reference, which total amount, including reimbursements for actual expenses, shall not exceed **Eighty-five Thousand Dollars and zero cents DOLLARS (\$85,000.00)** per year (the "**Contract Sum**"). If the term of this Rider Agreement is extended in accordance with Section 2.01, the annual maximum total compensation shall not exceed Eighty-five Thousand Dollars and zero cents (\$85,000.00) for each fiscal year the term of this Rider Agreement is extended, subject to appropriation by the Mayor and Council. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 3.01 shall be at no cost to the Mayor and Council.

(b) This Rider Agreement does not guarantee any minimum level of purchases or any minimum amount of compensation.

Section 3.02. Manner and Method of Payment; Invoices.

(a) Manner and Method of Payment. The City shall pay the Contractor in accordance with the Compensation and Fee Schedule at Exhibit D. The Contractor is not entitled to a total payment, including fees for expenses, that exceed the Contract Sum. The method of compensation is detailed in the Compensation and Fee Schedule, and may include (i) a lump sum payment upon completion and acceptance of Services, (ii) payment in accordance with specified tasks or the percentage of completion of the provision of the Services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Compensation and Fee Schedule, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum, or (iv) such other methods as may be specified in the Compensation and Fee Schedule.

(b) Invoices.

(i) Prior to activation of the software subscription and support the Contractor shall submit to the Contract Administrator an invoice for the annual amount due for Services.

(ii) The Contract Manager or authorized designee will independently review the invoices submitted by the Contractor to determine whether the work performed, tasks and deliverables completed, and expenses incurred for the provision of Services comply with the provisions of this Rider Agreement. Except as to any charges for work performed or expenses incurred by the Contractor which are disputed by the City, or as provided in Section 9.03, the City will use its best efforts to cause the Contractor to be paid within thirty (30) days of receipt the Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by the City, the original invoice shall be returned by the City to the Contractor for correction and resubmission.

(iii) All invoices shall be forwarded to the following address:

Ms. Theresa Broad
Fiscal Manager
Rockville City Police Department
240-314-8900 (Main)
240-314-8918 (Direct)
240-314-8498 (Fax)
TBroad@rockvillemd.gov

(iv) Electronic Payment Option. The City's Vendor ACH Payment Program allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account identified automatically and on time. There is no additional cost to participate. All transactions are conducted in a secure environment.

(v) Payment to Subcontractor. Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this Rider Agreement, the Contractor shall either: (A) pay the subcontractor for the proportionate share of the total payment received

from the City attributable to the work performed by the subcontractor under this Rider Agreement; or (B) notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment and the reason for non-payment. In no event shall the City be liable for the Contractor's failure to pay a subcontractor. It is the Contractor's responsibility to ensure that no lien for work performed by the Contractor or subcontractor is placed on the City.

Section 3.03. Waiver. Payment to the Contractor for work performed and expenses incurred for the provision of Services pursuant to this Rider Agreement shall not be deemed to waive defects in the work performed by the Contractor.

Section 3.04. Errors and Omissions. The Contractor is solely responsible for costs, including, but not limited to, increases in the cost of providing the Services, arising from or caused by the Contractor's errors and omissions, as applicable, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

ARTICLE IV. COORDINATION OF WORK

Section 4.01. Representatives and Personnel of Contractor. The following Contractor's representative is authorized to act on its behalf with respect to the work related to the provision of the Services and make all decisions in connection therewith.

Eleonore Adkins, VP, Customer Success

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing personnel were a substantial inducement for the City to enter into this Rider Agreement. Therefore, the foregoing Key Personnel shall be responsible during the Term of this Rider Agreement for directing all activities of the Contractor and devoting sufficient time to personally supervising the work hereunder.

Section 4.02. Status of Contractor. The Contractor shall have no authority to bind the officials, officers, employees or agents of the City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Rider Agreement or is otherwise expressly conferred in writing by the City Manager. The Contractor shall not at any time or in any manner represent that the Contractor or any of the Contractor's officers, employees, agents, or subcontractors, if any, are in any manner officials, officers, employees or agents of the City. Neither the Contractor, nor any of the Contractor's officers, employees, agents, or subcontractors, if any, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the City's employees. The Contractor expressly waives any claim the Contractor may have to any such rights.

Section 4.03. Independent Contractor. Neither the City, nor any of its officials, officers, employees or agents shall (i) have control over the manner, mode or means by which the Contractor, its employees, agents, or subcontractors perform the work related to the provision of the Services, except as otherwise set forth herein; or (ii) have a voice in the selection, discharge, supervision or control of the Contractor’s employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall perform all services required herein as an independent contractor of the City and shall always remain as to the City a wholly independent contractor with only such obligations as are consistent with that role. The City shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

Section 4.04. Intentionally Omitted.

ARTICLE V. CONTRACTOR COVENANTS AND OBLIGATIONS

Section 5.01. Contractor Qualifications. The Contractor covenants that it, its employees, agents and subcontractors, if any, have and shall maintain during the term of this Rider Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform Scope of Work related to the provision of the Services.

Section 5.02. Standard of Care. The Contractor covenants that it shall follow the highest professional standards in performing the work related to the provision of the Services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Rider Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Section 5.03. Compliance with Law. The Contractor covenants that it shall keep itself informed concerning and shall perform all Services in accordance with all ordinances, resolutions, rules, and regulations of the City and any applicable Federal, State or local governmental entity having jurisdiction in effect at the time services are rendered and the Scope of Work performed.

Section 5.04. Licenses, Permits, Fees and Assessments. The Contractor covenants that it shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Scope of Work required by this Rider Agreement. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the Scope of Work required by this Rider Agreement, and shall indemnify, defend and hold harmless the City, its officers, employees or agents of the City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City hereunder.

Section 5.05. Conflict of Interest. The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder the Contractor’s

performance of work related to the provision of the Services. The Contractor further covenants that in the provision of the Services, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, if any, without the express written consent of the City Manager. The Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Rider Agreement. The Contractor further covenants that, in the performance of this Rider Agreement, it will not employ subcontractors or other persons or parties having such an interest. The Contractor certifies that no person who has or will have any financial interest under this Rider Agreement is a member, officer or employee of the City; this provision will be interpreted in accordance with the applicable provisions of the Rockville City Code, as amended from time to time. The Contractor agrees to notify the City Manager or authorized designee if any conflict arises.

Section 5.06. Compliance with ADA. The Contractor covenants and agrees that pursuant to the Americans with Disabilities Act of 1990, as amended (the “ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. The Contractor will perform the Scope of Work specified in this Rider Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. The Contractor will not discriminate against persons with disabilities in the performance of the Scope of Work for the provision of services, benefits or activities provided under this Rider Agreement.

ARTICLE VI. RECORDS, REPORTS, AND RELEASE OF INFORMATION

Section 6.01. Records. The Contractor shall keep, and require subcontractors, if any, to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, records, reports, studies, documents or other information relating to the disbursements charged to City and services performed hereunder (the “Books and Records”), as shall be necessary to perform the work related to the provision of the Services required by this Rider Agreement and enable the Contract Administrator to evaluate the performance of such Services. All such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City Manager and authorized designee shall have full and free access to such Books and Records at all times during normal business hours of the City of Rockville, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the Scope of Work hereunder and final payment, and the City shall have access to such records in the event any audit is required. In the event of dissolution of the Contractor’s business, custody of the Books and Records may be given to City, and access shall be provided by the Contractor’s successor in interest.

Section 6.02. Reports. The Contractor shall periodically prepare and submit to the City Manager or authorized designee such reports concerning the performance related to the provision of the Services as the City Manager or authorized designee shall require. The Contractor hereby acknowledges that the cost of work and services to be performed pursuant to this Rider Agreement is a priority for the City. For this reason, the Contractor agrees that if the Contractor becomes

aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if the Contractor is providing design services, the cost of the project being designed, the Contractor shall promptly notify the Contract Administrator of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if the Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

Section 6.03. Intentionally Omitted.

Section 6.04. Intentionally Omitted.

Section 6.05. Confidentiality and Release of Information.

(a) All information gained or work product produced by the Contractor in performance of this Rider Agreement shall be considered confidential, unless such information is in the public domain or already known to the Contractor. The Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Administrator.

(b) The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or authorized designee or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Rider Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided the Contractor gives City notice of such court order or subpoena.

(c) If the Contractor, or any officer, employee, agent or subcontractor of the Contractor, provides any information or work product in violation of this Rider Agreement, then the City shall have the right to reimbursement and indemnity from the Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred because of the Contractor's conduct.

(d) The Contractor shall promptly notify the City should the Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Rider Agreement and the work performed there under. The City retains the right, but has no obligation, to represent the Contractor or be present at any deposition, hearing or similar proceeding. The Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by the Contractor. However, this right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response.

(e) Contractor acknowledged City is a governmental entity – public records, including financial information must be provided.

ARTICLE VII. INSURANCE AND INDEMNIFICATION

Section 7.01. Insurance Requirement.

(a) The Contractor shall be required to obtain and maintain, at its sole cost and expense, in a form and content satisfactory to the Risk Manager for the City of Rockville (the “**Risk Manager**”) during the entire term of this Rider Agreement including any extensions thereof, the insurance coverages described in **Exhibit E**, entitled “**Insurance Requirements**”, which Insurance Requirements shall cover the Mayor and Council, its appointed officers, and employees and agents of the City of Rockville.

(b) In the event the Contractor subcontracts any portion of the Scope of Work hereunder, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 7.01, and such certificates and endorsements shall be provided to the Risk Manager.

Section 7.02. Indemnification. To the full extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Mayor and Council and its appointed officers, employees and agents (“**Indemnified Parties**”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “**Claims or Liabilities**”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of the Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable (“**Indemnors**”), or arising from the Contractor’s reckless or willful misconduct, or arising from the Contractor’s Indemnors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Rider Agreement, and in connection therewith:

(a) The Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) The Contractor will promptly pay any judgment rendered against the Mayor and Council, its appointed officers, agents or employees for any such Claims or Liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of the Contractor hereunder; and the Contractor agrees to save and hold the Mayor and Council, its appointed officers, agents, and employees harmless therefrom;

(c) In the event the Mayor and Council, its appointed officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the Mayor and Council, its appointed officers, agents or employees, any and all

costs and expenses incurred by the Mayor and Council, its appointed officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

The Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so the Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of the Contractor in the performance of services hereunder. The provisions of this Section do not apply to Claims or Liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Rider Agreement.

Section 7.03. Intentionally Omitted.

Section 7.04. Sufficiency of Insurer or Surety. Insurance or bonds required by this Rider Agreement shall be satisfactory only if issued by companies qualified to do business in Maryland, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager due to unique circumstances. If this Rider Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Rider Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond (if any) may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Manager within 10 days of receipt of notice from the Risk Manager.

ARTICLE VIII. CONTRACTOR REPRESENTATIONS AND WARRANTIES

As a material inducement to the Mayor and Council's entry into this Rider Agreement, the Contractor hereby (i) makes the following representations and warranties to the Mayor and Council, as of the Effective Date, (ii) covenants that until the expiration or earlier termination of this Rider Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Rider Agreement not to be true, the Contractor shall promptly give written notice of such fact or condition to the City Manager or authorized designee, (iii) acknowledges that the Mayor and Council shall rely upon the Contractor's representations made herein notwithstanding any investigation made by or on behalf of the Mayor and Council, and (iv) agrees that such representations and warranties shall survive until the expiration or termination of this Rider Agreement:

Section 8.01. Organization. The Contractor is duly organized, validly existing and in good standing under the laws of the state in which it is organized and is duly qualified to conduct business in the State of Maryland.

Section 8.02. Authority of the Contractor. The Contractor has full power and authority to execute and deliver this Rider Agreement, and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement, and to perform and observe the terms and provisions of all the above.

Section 8.03. Authority of Persons Executing Documents. This Rider Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Contractor, and all actions required under the Contractor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Rider Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement, have been duly taken (to the extent such actions are required as of the date of execution and delivery of the above-named documents).

Section 8.04. No Breach of Law or Agreement. To the Contractor's knowledge, neither the execution nor delivery of this Rider Agreement or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Rider Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Contractor, or any provision of the organizational documents of the Contractor, or will materially conflict with or constitute a material breach of or a material default under any agreement to which the Contractor is a party, or will result in the creation or imposition of any lien upon assets or property of the Contractor, other than liens established pursuant hereto.

Section 8.05. Qualifications. The Contractor, its employees, agents and subcontractors, if any, possess the necessary professional expertise, qualifications and capabilities, and all required licenses and certifications to perform the Scope of Work and provide the Services.

ARTICLE IX. ENFORCEMENT OF AGREEMENT AND TERMINATION

Section 9.01. Maryland Law. This Rider Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Rider Agreement shall be instituted in the Circuit Court of Montgomery County, State of Maryland, and the Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the State of Maryland, Southern Division.

Section 9.02. Disputes; Default. If the Contractor is in default under the terms of this Rider Agreement, the City shall not have any obligation or duty to continue compensating the Contractor for any work performed after the date of default. Instead, the City may give notice to the Contractor of the default and the reasons for the default. The notice shall include the timeframe in which the Contractor may cure the default. This timeframe is presumptively twenty (20) days, but may be extended, though not reduced, if circumstances warrant. During the period that the Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all the outstanding invoices during the period of default. If the Contractor does not cure the default, the City may take necessary steps to terminate this Rider Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Rider Agreement.

Section 9.03. Retention of Funds. The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and (ii) all amounts for which the City may be liable to third parties, by reason of the Contractor's acts or omissions in performing or failing to perform the Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the City as elsewhere provided herein.

Section 9.04. Waiver. Waiver by either Party to this Rider Agreement of any term, condition, or covenant of this Rider Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Rider Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Rider Agreement. Acceptance by the City of any work or services by the Contractor shall not constitute a waiver of any of the provisions of this Rider Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Rider Agreement.

Section 9.05. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Rider Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 9.06. Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Rider Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Rider Agreement.

Section 9.07. Intentionally Omitted.

Section 9.08. Termination Prior to Expiration of Term. This Section shall govern any termination of this Rider Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Rider Agreement at any time, with or without cause, upon thirty (30) days' written notice to the Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the City Manager or authorized designee. Upon receipt of any notice of termination, the Contractor shall immediately cease all work hereunder except such as may be specifically approved by the City Manager or authorized designee. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all portions of the Scope of Work performed prior to the effective date of the notice of termination for any Scope of Work authorized by the City Manager or his designee thereafter in accordance with the Compensation and Fee Schedule or such as may be approved by the City Manager or his designee, except as provided in Section 7.02. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 9.02.

Section 9.09. Termination for Default by Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Rider Agreement, the City may, after compliance with the provisions of Section 9.02, take over the work related to the provision of the Services and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and the City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

Section 9. Termination for Non-availability of Funds. The validity of this Agreement is subject to appropriation and encumbrance of funding pursuant to Maryland law and Rockville Code, Article VII.

(a) The Mayor and Council appropriates funds on a fiscal year basis; the City fiscal year runs from July 1 through June 30. Funds have been appropriated for the first year of this Contract through the end of the fiscal year (June 30, 2026). For any subsequent Contract and/or Agreement extension, payments are contingent upon appropriation and encumbrance of funds. If the Mayor and Council fail to approve an appropriation to fund this Contract for a fiscal year that

begins after this Contract is entered into, this Contract terminates on the first day of that fiscal year without further cost to the City. Rockville Code § 17-41.

(b) In the event federal or state funding the City relies upon to pay for services under this Agreement is reduced, withdrawn, frozen or otherwise cannot be made in full, this Agreement shall automatically terminate, unless both parties agree to a modification of the obligations under this Agreement. The effective date of such termination shall be ninety (90) days after the Contractor receives written notice of the reduction in payment, unless available funds are insufficient to continue payments in full during the ninety (90) day period. A reduction in federal or state funding does not reduce monies due and owing to the Contractor on or before the effective date of the termination of the Agreement.

Section 9.10. Attorneys' Fees. If either Party to this Rider Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Rider Agreement, the Parties agree each is responsible for its attorney's fees unless otherwise required by this Rider Agreement.

ARTICLE X. MISCELLANEOUS PROVISIONS

Section 10.01. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Contractor and the City shall be given either by (a) personal service, (b) delivery by reputable overnight document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing utilizing a certified or mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed to:

To the City:

Mayor and Council of Rockville
c/o Office of the City Clerk / Director of Council
Operations
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Clerk / Director of Council Operations
Email: cityclerk@rockvillemd.gov
Telephone: (240) 314-8283

With copies to:

Office of the City Manager
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Manager
Email: cmo@rockvillemd.gov
Telephone: (240) 314-8102

Office of the City Attorney
111 Maryland Avenue

Rockville, Maryland 20850
Attn: City Attorney
Email: cityattorney@rockvillemd.gov
Telephone: (240) 314-8150

Department of Procurement
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Director
Email: procurement@rockvillemd.gov
Telephone: (240) 314-8432

To the Contractor:

IPS Group, Inc.
7737 Kenamar Court
San Diego, CA 92122
Attn : Brian Webber, General Counsel
Email : brian.webber@ipsgroupinc.com

Notices personally delivered shall be deemed effective upon receipt or refusal thereof. Notices given by a reputable overnight document delivery service shall be deemed effective one (1) business day after delivery by such service. Notices mailed shall be deemed effective on the fifth (5th) business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing. As used herein, “business day” means a day other than Saturday, Sunday, or a federal holiday, state holiday in the State of Maryland, or a city holiday in the City of Rockville, Maryland.

Section 10.02. Incorporation of Recitals; Interpretation.

(a) Incorporation of Recitals. The Recitals and Exhibits are an integral part of this Rider Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Rider Agreement. Accordingly, the Recitals above and Exhibits attached are fully incorporated into this Rider Agreement by this reference as if fully set forth and state the obligations as if the parties to the Sourcewell Procurement Agreement were identical to the parties of this Rider Agreement.

(b) Interpretation. The terms of this Rider Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Rider Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Rider Agreement. In the event of any conflict or inconsistency between the provisions of this Rider Agreement and provisions of the Sourcewell Procurement Agreement, the provisions of this Rider Agreement will prevail and govern the interpretation thereof.

Section 10.03. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Mayor and Council shall be personally liable to the Contractor in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Contractor or its successors or assigns or on any obligation under the terms of this Rider Agreement.

Section 10.04. No Waiver of Sovereign Immunity by Mayor and Council. Notwithstanding any other provisions of this Rider Agreement to the contrary, nothing in this Rider Agreement nor any action taken by the Mayor and Council pursuant to this Rider Agreement nor any document which arises out of this Rider Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Mayor and Council and its appointed officials, officers and employees.

Section 10.05. No Third-Party Beneficiaries. No provision of this Rider Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

Section 10.06. Equal Opportunity Employment. Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment regarding the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If Contractor fails to comply with nondiscrimination clauses of this Rider Agreement or fails to include such contract provisions in all subcontracts, this Rider Agreement may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts with the Mayor and Council. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

Section 10.07. Authority of the City Manager in Disputes. Any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by this Rider Agreement shall be decided by the City Manager pursuant to Rockville Code section 17-173, and shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with

performance under this Rider Agreement. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.

Section 10.08. Tax Exemption. The City is exempt from the payment of any federal excise or any Maryland sales tax.

Section 10.09. Local Government. Notwithstanding anything herein contained to the contrary, Contractor acknowledge the Mayor and Council is a political subdivision and its obligations hereunder are given on the to the extent permitted by applicable law, contingent upon the appropriation and encumbrance of funding, the open records law presumption that all records within the custody of the City are available to the public for review, and subject to the notice requirements and damage limitations stated in applicable law, including, but not limited to, the Local Government Tort Claims Act, Md. Code Ann., Ct & Jud Proc. § 5-301, et seq. (2013 Repl. Vol.), as amended from time to time.

Section 10.10 Severability. If any term, provision, covenant, or condition of this Rider Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Rider Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Rider Agreement. In the event that all or any portion of this Rider Agreement is found to be unenforceable, this Rider Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Rider Agreement or that portion which is found to be unenforceable.

Section 10.11. Entire Agreement, Waivers and Amendments. This Rider Agreement integrates all the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties. All waivers of the provisions of this Rider Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties.

Section 10.12. Surviving Provisions. Provisions of this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination will so survive.

Section 10.13. Counterparts. This Rider Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Section 10.14. Electronic Signatures. This Agreement may be executed by electronic signature, which will be construed as an original signature for all purposes and have the same force

and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g., via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as DocuSign or Adobe Sign.

(Signature pages to follow)

DRAFT

IN WITNESS WHEREOF, the Parties have each executed, or caused to be duly executed, this Rider Agreement in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives thereunto duly authorized) as of the day and year first written above.

MAYOR AND COUNCIL

Approved as to form:

**THE MAYOR AND COUNCIL OF
ROCKVILLE**, a body corporate and municipal
corporation of the State of Maryland

Robert Dawson, City Attorney

By: _____
Jeff Mihelich, City Manager

CONTRACTOR

IPS Group, Inc., a Pennsylvania corporation

By: _____

Brian Webber, General Counsel

EXHIBIT A
Sourcewell Procurement Agreement

Please see attached.

EXHIBIT B
Scope of Work [and Modifications]

Contractor will provide the following enforcement management system and citation processing services, listed on the IPS pricing list:

Third Party Integration Ongoing Maintenance and Support

Enforcement Management System Ongoing Fee

Handheld Device License and Support

Registered Owner Acquisition**

Delinquent Notice Processing & Mailing (includes postage)

Additional Letter and Correspondence (includes postage, but can be adjusted based on rates from USPS)

Online and IVR Secure Credit Card Gateway Fee

*Can be charged to the public

*Assume the use of the client merchant account

Advanced/ Delinquent Collections

MODIFICATIONS

Notwithstanding the Parties enter this Agreement for the same contract terms as the Sourcewell Procurement Agreement, the terms of the Rider Agreement and the following modify the Sourcewell Procurement Agreement to state more particularly the post award requirements among these Parties:

- i. Section 5, para. E is revised to refer to the governing law and venue of the State of Maryland.
- ii. Contractor's representations, covenants and certifications are made hereby relative to Mayor and Council of Rockville.
- iii. Reference to locations for the performance of work are revised to refer to Services to be provided in the City of Rockville, Maryland. Rockville city limits.

EXHIBIT C
Schedule of Performance

Services to be provided upon execution of this Agreement.

EXHIBIT D
Compensation and Fee Schedule

Mayor and Council is a governmental entity exempt from taxation.

Pricing shall be in accordance with the contractor's proposal, reproduced here.

Insert Rate sheet here – pp. 11-12 pertain to the Services being purchased:

EXHIBIT D Compensation and Fee Schedule

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ENFORCEMENT MANAGEMENT SYSTEM AND CITATION PROCESSING SERVICES

Enforcement Management System	Units	Unit Price
One Time Setup & Configuration*	Per Unit	\$5,000 - \$10,000
Extended Project Management *Free for the first 90 days, then charged monthly until implementation is live.	Per Month	\$5,000.00
Data Conversion from Existing Citation Management System	One-Time	\$2,500.00
Third Party Integration One-Time Setup	Per Integration	\$1,500.00
Third Party Integration Ongoing Maintenance & Support	Per integration/month	\$75.00
<i>FKA Monthly API</i> Enforcement Management System Ongoing Fee	Per citation	Greater of \$1.50 per citation or \$1,750.00 per month
Handheld Device Mobile Data Plan (Voice/Text not included)	Per unit/Per month	\$57.50
Handheld Device License & Support	Per unit/Per month	\$57.50
Manual Citation Entry Fee	Per unit	\$1.50
Registered Owner Acquisition**	Per unit	\$1.25
Delinquent Notice Processing & Mailing (Includes postage)	Per unit	\$1.25
Certified Letters (can be to be adjusted based on updated rates from USPS)	Per unit	\$12.50
Additional Letters and Correspondence (Includes postage, but can be adjusted based on rates from USPS)	Per letter	\$1.25
Online & IVR Secure Credit Card Gateway Fee *Can be charged to the public *Assumes the use of the client merchant account	Per citation	\$3.50
Optional: IPS Merchant Hosting Fee *Can be charged to the public	Per transaction	\$3.50 + Interchange Fees
Estimated Travel Expenses for Installation	Per trip	\$2,000.00
On-site training and installation	Per day	\$600.00
Remote training and installation	Per unit	INCLUDED

*Depends on scope and level of complexity.

**Registered owner acquisition fees subject to change based on local DMV rates and access to NLETS data (ORI required).

Note: Postage and mailing fees may be increased based on increased introduced by USPS.

EXHIBIT D Compensation and Fee Schedule

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IVR & LOCKBOX SERVICES

Enforcement Management System	Units	Unit Price
IVR Setup & Configuration	One-Time	\$1,500.00
IVR Ongoing Maintenance & Support	Per month	\$250.00
IVR Record & Store Calls (Optional)	Per call	\$0.50
IVR Call Transcription (Optional)	Per call	\$1.00
Lockbox Setup & Configuration	One-Time	\$750.00
Lockbox Operations	Per month	\$95.00
Lockbox Mail-in Payments	Per unit	\$1.50

DELINQUENT COLLECTION SERVICES

Collections	Units	Unit Price
Advanced/Delinquent Collections	% of amount collected	35% of amount collected *

PUBLIC CLIENT 24 HOUR CALL CENTER

Call Center Services	Units	Unit Price
Cost Per Minute	Per minute	\$1.50

NOTE: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes (if applicable) and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average compounded annually or as allowed by the contract terms and conditions. Additionally, IPS shall be entitled to increase pricing above inflation for items that IPS purchases on behalf of the client or items for which IPS cannot control, for example postage rates established by USPS.

EXHIBIT E
Insurance Requirements

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor’s insurance shall be primary. The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this Rider Agreement the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor’s insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor’s insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers’ Compensation 2. Employers’ Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability	Each Occurrence/Aggregate:	

EXHIBIT E
Insurance Requirements

	\$1,000,000	
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Alternative and/or additional insurance requirements, when outlined under the special provisions of this Rider Agreement, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor’s Commercial and Excess/Umbrella Insurance for liability arising out of contractor’s products, goods, and services provided under this Rider Agreement. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor’s Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
(Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850



Subject

Approve and Authorize the City Manager to Execute the Project Agreement with the State of Maryland Department of Natural Resources (DNR) to proceed with a grant agreement to apply for a \$1,500,000 grant to fund Phase II for grading, excavation as well as build pathways, bridges, deck overlook, and signage, at RedGate Park and Arboretum, consistent with the RedGate Park Master Plan.

Department

Recreation & Parks

Recommendation

Staff recommends that the Mayor and Council of Rockville approve and authorize the City Manager to execute the project agreement (Attachment A) to apply for a \$1,500,000 grant administered by the State of Maryland Department of Natural Resources funded from the National Parks Service (NPS) Land and Water Conservation Fund (LWCF). This grant has a dollar-for-dollar match requirement, and the matching funds would need to be included within the RedGate Park Master Plan Implementation (RE23) CIP project.

Discussion

The Recreation and Parks Department has been given preliminary approval (Attachment B) to apply for a competitive grant from the DNR. The funds originate from the NPS LWCF State Assistance Program. DNR will submit the final proposal to the NPS on the City's behalf. Among other requirements, acceptance of the LWCF fund requires compliance with the [Land Water Conservation Act of 1965](#). Section 6(f)(3) of the LWCF Act of 1965 notes that *"sites receiving assistance are to be opened, operated, and maintained in perpetuity for 'public outdoor recreation use', or be replaced by lands of equal market value and recreation usefulness."* It is important to note that all but two small exclusion areas near the clubhouse and Taft Court are already within a LWCF restriction as described above (attachment D). The City must also comply with the LWCF Grants Manual requirements which incorporate the US Department of Interior standard terms and conditions for federal financial assistance, updated July 2025. By approving this Project Sponsor Agreement for the Phase II scope of work, the City is agreeing to the same terms affecting the property pursuant to the Phase I grant and indicates it will accept the grant subject to confirming its terms and conditions if NPS makes an award to the City.

Mayor and Council History

The Mayor and Council of Rockville approved an LWCF Phase I grant for \$1.5 million at the November 17, 2025 meeting. The scope of work for Phase II project sponsor agreement is based on the Master Plan (attached Exhibit C) similar to Phase I, and no changes have occurred to the terms and requirements associated with Phase I award accepted in November 2025.

Fiscal Impact

This grant requires a dollar-for-dollar match. If awarded, the RedGate Park Master Plan Implementation (RE23) (Attachment C) CIP project would require \$1,500,000 in matching funds from the city in FY 2027.

Next Steps

Phase II of the LWCF grant is consistent with the previously approved Phase I. If approved by Mayor and Council, staff will work with State of Maryland DNR representative to complete the grant application process.

Attachments

Attachment A LWCF DNR Project Sponsor Agreement_FILLABLE.pdf, Attachment B Preliminary-Local-Application REVISED.pdf, Attachment C RedGate Park Master Plan Implement 1 (RE23).pdf, Attachment D LWCF Site Plan 2_Final 2025 (003).pdf

Project Agreement
Land and Water Conservation Fund Assistance

This Project Agreement is made and entered into this ____ day of _____, 20__ by and between the State of Maryland Department of Natural Resources (“DNR”), and the _____ (“Project Sponsor”).

1. Purpose. Project Sponsor is the recipient of grant funds from the National Park Service (“NPS”), Land and Water Conservation Fund (“LWCF”) State Assistance Program, in which DNR is the primary grantee of the grant. The purpose of this Project Agreement is to establish terms and conditions under which the LWCF grant will be administered and managed between DNR and the Project Sponsor, both during the application process, active grant period, and post grant period requirement in perpetuity. This Project Agreement is pursuant to LWCF Grant _____ (the “LWCF Grant”).

DNR, as the primary grantee of the LWCF grant, is responsible for compliance with the LWCF grant requirements, and is liable to the NPS for failure to comply with such requirements. Pursuant to this Project Agreement, the Project Sponsor shall be liable to DNR for failure to comply with the provisions, policies and procedures contained in the LWCF Manual, referenced below, applicable to the Project Sponsor’s implementation of, and continued maintenance of, the project.

3. Term of Agreement. This Project Agreement is effective when both parties sign the document and the grant is approved by NPS. Projects receiving LWCF assistance must be completed within three years from the project start date established by the NPS.

4. General Provisions.

This Project Agreement establishes requirements for participation in the LWCF grant process through DNR. Requirements for participation, details about LWCF program, application instructions, and Project Sponsor compliance and commitments can be found in the LWCF Manual (found at: <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>, the “LWCF Manual”) which may be amended or updated periodically. By executing this Project Agreement, the Project Sponsor pursuant to the LWCF Grant, agrees to be bound by the provisions, policies and procedures contained in the LWCF Manual which pertain to the Project Sponsor’s management and maintenance of the project, and the LWCF Manual is hereby incorporated into this Project Agreement and made a part hereof.

The following is an outline of certain NPS requirements for participation in the LWCF grant process. The LWCF Manual includes more detailed information on these requirements, along with additional compliance commitments and information that the Project Sponsor is agreeing to by signing this Project Agreement.

A. Compliance Summary - Properties acquired, improved or developed with LWCF assistance must be open, maintained and operated in perpetuity for public outdoor recreation. Other commitments include proper maintenance and operation, nondiscrimination, posting a LWCF Acknowledgement sign, and maintaining the integrity of the LWCF Boundary.

B. Compliance with Land and Water Conservation Act of 1965- Acceptance of LWCF funding requires the grant recipient (DNR) to assume responsibility for compliance with the Land and Water Conservation Act of 1965 and the program requirements therein, as well as all applicable Federal, State and Local laws. In signing this project agreement with DNR, the Project Sponsor accepts the responsibility for compliance including the legal consequences of non-compliance. In most instances the LWCF boundary falls under an entire park being acquired or developed with LWCF assistance funds, meaning LWCF compliance commitments are required in perpetuity over the entire park boundary.

C. Public Outdoor Recreation *in perpetuity* —As stated in Section 6(f)(3) of the LWCF Act of 1965, sites receiving assistance are to be opened, operated, and maintained in perpetuity for “public outdoor recreation use,” or be replaced by lands of equal market value and recreation usefulness. The Project Sponsor must read and comply with the program compliance requirements in the LWCF Manual. The LWCF boundary is the legal description of the area that is being protected in perpetuity by Section 6(f)(3) of the LWCF Act of 1965; sufficient detail acceptable to DNR and NPS is required so as to legally identify the lands afforded protection under Section 6(f)(3), such as a metes and bounds survey description. Section 6(f)(3) states that the property acquired, developed or improved with LWCF assistance shall not be converted to uses other than public outdoor recreation. The LWCF Boundary map goes on record with the locality, NPS and DNR, showing the area being placed under protection of the Land and Water Conservation Act. In most instances, the LWCF Boundary falls under an entire park being acquired or developed with LWCF assistance funds.

Signed and dated copies of the LWCF Boundary map are required from all Project Sponsors and will be approved by DNR and NPS. Project Sponsors will be required to record in the deed of the property (for acquisition projects) that the area is protected through Section 6(f) of the LWCF Act of 1965, or record this language in a restrictive covenant (for development projects). Deed wording will be provided to approved Project Sponsors.

Section 6(f)(3) of the Land and Water Conservation Act states that: “No property acquired or developed with assistance under this section shall without approval of the Secretary of the Interior be converted to other than public outdoor recreation uses.” Therefore, regardless of whether a conversion of use process has been initiated by the Project Sponsor, in the event the NPS determines that a conversion of use has occurred on the LWCF Site that is the subject of this Project Agreement, the Project Sponsor shall be liable to DNR to undertake whatever actions are deemed necessary in order to fully address the conversion and to bring the project into compliance with LWCF requirements including, if applicable, full replacement of the project.

D. Environmental, Historical and Cultural Resources — All projects must comply with the National Environmental Policy Act (NEPA), the Endangered Species Act and the Historic Preservation Act. All projects carry potential impacts to the environment (stream sedimentation, noxious weeds, wildlife displacement, habitat fragmentation, visual, potential noise, etc.) and, depending on the severity of the impacts, may require additional NEPA assessments and/or documentation to be submitted to the NPS. All projects will undergo review by federal tribes in a process led by the NPS.

- E. Public Comment** — Solicitation of public comment is required for all applications.
- F. Compliance with the Americans with Disabilities Act (ADA)** — All projects must comply with ADA. All projects must be accessible to (and usable by) disabled citizens. The intent is to enable disabled citizens to participate in outdoor recreation activities in a way that parallels as closely as possible with participation of non-disabled citizens
- G. Overhead Power Lines** — Overhead lines (both electrical or communication) must be installed underground; and LWCF funds can be used to remove, relocate, or bury overhead power lines for beautification of outdoor recreation area
- H. Procurement, Contracts and Bidding** — Project Sponsors receiving federal LWCF assistance must comply with all applicable local, state and federal requirements regarding contracts and bidding.
- I. Quarterly Reports** — All Project Sponsors are required to submit quarterly performance status reports during the active grant period. The active grant period is the three year grant period as approved by NPS.
- J. Expenditures** - The LWCF program is a 50-50 matching reimbursement program. The applicant must incur 100 percent of the total project cost; submit evidence of eligible expenditures throughout project implementation and payment thereof; and request reimbursement from DNR after the project has been completed and NPS has officially approved this completion. Project Sponsors are required to submit quarterly financial invoices throughout the active grant period. Only expenditures incurred within the approved LWCF project period are eligible for reimbursement. Expenses incurred prior to authorization of the LWCF grant agreement or after the expiration date are ineligible for reimbursement.
- K. Acknowledgment Sign** — LWCF requires that all recreation areas assisted by the program post an acknowledgement. See sign requirements at <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>.
- L. Retention of Records** — All documents related to the LWCF project, should be retained according to the requirements outlined in the LWCF Manual.
- M. Operation and Use** — All LWCF assisted areas must be open to the public (everyone) during reasonable hours of operation, preferably from sunrise to sunset. Land assisted with LWCF, either through acquisition or development, is to be protected and maintained in public outdoor recreation in perpetuity. Certain activities are not permitted according to the requirements outlined in the LWCF Manual. When a change in use is being contemplated, the Project Sponsor should contact DNR to confirm proposed changes are in compliance with 6(f) requirements.
- N. Maintenance** — LWCF assisted properties must receive regular maintenance to ensure continued public use in a safe and sanitary manner.

O. Fees — Reasonable user fees may be charged to offset operation and maintenance costs. A higher fee to non-residents may be charged as long as the higher fee is realistic, comparable to what is charged at other local parks, does not preclude use by non-residents and is no more than twice the residential fees.

P. Inspections — Inspections are regularly performed on LWCF assisted areas to monitor compliance with program requirements. Inspections are to be conducted by DNR at least every five years. Project sponsors will be notified in writing when recreation areas are found in non-compliance including a time frame for remediation. In cases, where inspections discover conversions of use, DNR, in consultation with NPS, will provide direction to the Project Sponsor on the Conversion of Use process and a time frame for initiating it.

5. Project Sponsor’s Failure to Perform; Remedies. In the event Project Sponsor fails to perform any of its obligations under the Project Agreement, whether in whole or in part, DNR may exercise any right or remedy under the law, either at law or in equity, including the initiation of legal action to enforce the terms of this Project Agreement.

SIGNATURES

In witness whereof, the parties to this Project Agreement through their duly authorized representatives have executed this Project Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Project Agreement as set forth herein.

The effective date of this Project Agreement is the date of the signature last affixed to this page.

BY: _____

Date

BY: _____

Date

State of Maryland Department of Natural Resources

BY: _____

Molly Pickel, Alternate State Liaison Officer

Date

**Maryland Department of Natural Resources
Land and Water Conservation Fund (LWCF)
Limited Grant Round Federal FY26**

Preliminary Local Application

To apply, please:

1. Read the LWCF Competitive Grant Announcement and the Open Project Selection Process Criteria for Local Government Projects documents, found on the [LWCF webpage](#), which provide information about the requirements and commitments of LWCF assistance and the selection criteria.
2. Complete the following form, the **Preliminary Local Application**.
3. For Development Projects: Gather the additional required documents listed below.
 - a. **Site development plan** indicating all anticipated improvements. This can be a marked-up version of aerial imagery for the location.
 - b. **SDAT record(s) or deed(s)** showing ownership by applicant. Consult the LWCF manual for guidance on projects situated on properties with less than fee simple ownership.
4. Email the application form and required documents to Molly Pickel (molly.pickel@maryland.gov) with the subject, "LWCF Grant Application: [Jurisdiction Name], [Name of Grant]."

Preliminary applications are due by 5 p.m. on June 25, 2025.

If you have questions, please contact Molly Pickel
molly.pickel@maryland.gov | 443-223-4302.



1. PROJECT INFORMATION:

Type of project	Acquisition _____ Development <u>X</u> Combination _____
Project Title	<u>RedGate Park</u>
Estimated Total Project Cost	<u>\$3 million</u>
Estimated Total LWCF Request	<u>\$1,500,000</u>

2. PROJECT SITE

Street Address or Coordinates 14500 Avery Road

City/Town Rockville County Montgomery Zip Code 20850

SDAT Account Identifier(s) 04-00151815

District-Subdivision-Account Number or Ward-Section-Block-Lot (as applicable). Please list all parcels included in the acquisition or park and attach separate sheet if necessary.

3. APPLICANT INFORMATION: Note that the Applicant is also the County or Municipality that will be receiving the funding at reimbursement.

Applicant Entity Mayor and Council of Rockville

Contact Name Elisabeth Deal

Street Address 111 Maryland Ave

City/Town Rockville County MD Zip Code 20850

Phone Number 240-314-8658 Email Address edeal@rockvillemd.gov

4. PROJECT DETAILS: The [LWCF Public Viewer](#) can help determine the answers to these questions.

Does the applicant have an open/active LWCF project? Yes XX No _____

Has the project site previously received LWCF assistance? Yes XX No _____

If yes, please list the LWCF Project Number(s) and Title(s):

Uncertain. Parcel ID no. 04-03707296

The sections below can be expanded as needed. You may also attach a separate sheet with this information, using the headers listed below.

5. PROJECT DESCRIPTION: Please explain the proposed project and be specific about what is included. Consider ways in which the project **meets recreational needs, preserves ecological value, and creates a unique experience for users.** Provide all the information that you feel is necessary to explain and justify the project. Attach a separate sheet, if necessary.

With a population of 67,100, the City of Rockville is the tenth largest city in Maryland. According to census data, the population has grown nearly 9% since 2010. This growth has led to increased pressures on open space and the desire to preserve park and recreational areas for the environmental health and wellness of future generations.

RedGate Park is an approximately 130-acre site located in the City of Rockville at the intersection of Norbeck and Avery Roads. Formerly a golf course, the site is currently enjoyed by the community for events and predominantly passive uses. In early 2021, the planning process began to convert the golf course into a public park and arboretum.

RedGate Park is envisioned to be a predominantly passive park that emphasizes natural habitat and pathway enhancements throughout. Passive areas of the park represent approximately 90% of the total park acreage. The central park area will include features and amenities interwoven with the natural habitat areas—including a community gardens, picnic area, playground, dog park, visitor center, and amphitheater with an associated deck overlook. Over time, the park will be established as an arboretum, which will include various botanical garden collections, specimen and tree collections and other focal plantings. Interpretive signage will be added as an

educational opportunity to highlight important landscape and natural features which will have access provided along the pathway network.

Environmental Site Design (ESD)—including an emphasis on native and adaptive vegetation, bioswales, rain gardens, pervious paving, and/or green roofs—will be utilized and integrated into the landscape design of park features. While some natural areas of the park may not be accessible to visitors with mobility concerns due to the existing steep terrain in certain locations, most park features, and all experiences will be accessible to all.

The estimated cost to develop the entire park is \$20 million over the next ten years. The focus of this proposal to the LWCF is to develop several components: design, site work, paths, natural trails, pedestrian bridges, deck overlook, benches, environmental educational signage, and elements of an arboretum, and is estimated to cost \$3 million.

One of the primary features of RedGate Park is the trail and pathway network. This network is comprised of both existing and new trails and pathways that create a series of circuits of varying lengths (from less than ½-mile to about 3 miles). These paths provide park users opportunities for walking and hiking, general exercise, enjoyment of nature, and connectivity among park features, and will be marked with mile markers. Some segments of the existing pathway system (originally designed to support golf activities) will be removed while remaining segments are joined by connecting paths to provide logical circulation throughout the park. Some paths will have a slope less than 5% and be paved with an appropriate surface for accessibility. Some segments of existing paths that are greater than 5% will remain to provide connections between circuits and to provide more challenging experiences for those seeking them. These paths will be marked with signage advising park users of the steeper conditions. Two pedestrian bridges will be replaced to improve safety and access. Pathway materials will include asphalt, permeable paving, natural surface, boardwalks, and pedestrian bridges. In addition to the primary pathway network, rugged natural trails will provide access to woodland areas and will develop over time to accommodate park programming and usage. The entire pathway network will allow for programming of cross-country running events, nature walks of varying course lengths, and for the flexibility to establish different routes as needed. While the pathway network within RedGate Park is extensive, connections between RedGate Park, the surrounding community, and regional assets also need to be considered as the master plan is implemented, but is not included in this phase of park development.

The deck overlook will be installed around portions of the pond using boardwalk materials to enable visitors to observe the aquatic habitat and facilitate nature-based programming. Accessible benches will be placed throughout the park. Environmental education signs will be used to inform the public about the various species and thriving ecosystem that can be found at RedGate Park.

Portions of RedGate Park are envisioned to be an arboretum—implemented incrementally—with a majority of the park reserved for passive recreation and natural habitats. Arboretum elements, including tree identification labels, will be integrated into the landscape and park features. Most of the arboretum will be comprised of the natural habitat areas located throughout RedGate Park. These features include existing natural habitat areas (forests and meadows currently present in RedGate Park) and enhanced habitat areas (new forests and feature landscapes, or non-forest habitats, including meadows and limited-mow areas). The arboretum will utilize labeled native and naturalized plant collections to highlight these habitats and aquatic habitats along RedGate’s streams and pond edges. With all arboretum features, there is an emphasis on protecting and improving bird habitat. The design of various habitat types will create unique opportunities for a variety of nature-based programming. The pathway network will provide accessibility to most of the habitat areas and arboretum features. Where habitats and arboretum features are not accessible to those facing mobility challenges, duplicative landscapes and/or interpretive signage will be provided within nearby accessible areas in order to provide an enjoyable and equally informative experience.

6. ALIGNMENT WITH THE COUNTY LPPRP: Please briefly explain how the proposed project advances goals identified in your county’s Land Preservation, Parks and Recreation Plan (LPPRP).

7. ALIGNMENT WITH STATE LPRP: Please briefly explain how the proposed project advances goals identified in the state of Maryland's Land Preservation and Recreation Plan (LPRP). Those goals are included in the box below for your reference. Your project is not required to meet all these goals; you may delete any that are not applicable.

1. *Promote the Benefits of Outdoor Recreation and Conservation of Natural Lands*
2. *Increase Access to Open Spaces and Waterfronts*
3. *Improve What's Already Available*
4. *Develop an Informed Stewardship Culture*

The Reimagining RedGate Park proposal aligns with several of Maryland's Land Preservation and Recreation Plan goals.

1. Promote the Benefits of Outdoor Recreation and Conservation of Natural Lands

Having a 130-acre park in a city as densely populated as Rockville provides an opportunity to not only conserve natural lands, but to also incorporate recreational elements. RedGate Park is located adjacent to key habitat restoration areas within or next to Upland Corridor Restorable Gaps as identified by Maryland's Environmental Resource & Land Information Network (MERLIN) maps. The RedGate Park Master Plan includes the reestablishment of native habitat and will manage non-native invasive plant species. Tree planting for the arboretum and related work within RedGate Park will prioritize and emphasize the protection of trees and understory species supportive of local-regional ecosystem, and habitat appropriate for local and migratory animal and bird species. Where possible, plantings and habitat restoration will provide essential habitat to threatened or sensitive species. With the addition of picnic pavilions and access to water, the community can gather for celebrations, recreational programs, and other outdoor activities at RedGate Park that is currently not feasible. The Master Plan calls for preservation and enhancement of the natural qualities of the site, with close attention to protecting and supporting the ecosystem due to its proximity to state-recognized green corridors and zones of high ecological value at nearby Rock Creek Regional Park, Rock Creek, North Branch Creek, and Lake Frank. Mindful removal-replacement-upgrades of existing utility infrastructure in the future will protect watershed function.

Revising RedGate Park with new habitat restoration should be looked at as part of an important central-county greenspace corridor system. RedGate has approximately 1,425 linear feet (.27 mile) of shared boundary alongside the Rock Creek Regional Park – Rock Creek Stream Valley system, which stretches across 1,800 acres and includes recognized important wetland areas. Portions of RedGate Park along this boundary area are considered significant for bio-diversity conservation. There is a sub-portion along this boundary area that is targeted as an upland corridor restorable gap zone. Future habitat restoration efforts within RedGate Park will be responsive and sympathetic to those opportunities.

2. Increase Access to Open Spaces and Waterfronts

The proposed pathways and trails will provide access to large portions of the park. As previously noted, many paths will have a slope less than 5% and be paved with an appropriate surface for accessibility. Some segments of existing paths that are greater than 5% will remain to provide connections between circuits and to provide more challenging experiences for those seeking them. The Park also features various ponds and wetland habitats that provide a unique experience for visitors with connecting pathways and bridges. The deck overlook will add a unique opportunity to observe the aquatic habitat of the pond. Park paths will be marked with signage advising park users of the steeper conditions as well as directions to get to the various park amenities. Accessible paths will lead from parking lots to multiple amenities including picnic pavilions, playground equipment, and open space.

3. Improve What's Already Available

As noted, there are existing golf cart paths throughout RedGate Park. Many paths are currently in disrepair or are not ADA accessible. Support from the LWCF would enable the city to improve or replace pathways.

4. Develop an Informed Stewardship Culture

The arboretum will provide educational opportunities for the community to learn about trees as well as the local ecosystem. With improved trails and the deck overlook, it will be more feasible for Rockville's naturalists to

conduct educational workshops, camps, tours, and community clean up days on site. RedGate Park will provide the city with an opportunity to provide unique pond and wetland habitats to improve and utilize for educational events.

8. PROJECT TIMELINE AND READINESS: LWCF projects must be completed within three years of the start date assigned by the National Parks Service. Please provide an estimated timeline for the completion of your project. You can use the estimated start date of March 1, 2025 or provide estimates (e.g. 2-3 months) of how long each step of the project will take. Please be as specific as possible about the duration of different elements of the project. For acquisitions, please provide evidence that you are ready to acquire the property (e.g. have a current Yellow Book appraisal or there is a purchase agreement completed). For development, please indicate any work, such as design or master planning that is already complete, as well as any permits you anticipate needing.

February 2026: The Design Team selection process begins, RFP submittals reviewed. Committee recommendation forwarded to Council for approval and Design Notice to Proceed.
Spring 2026: Design process completed (12 months)
Summer 2027: Permitting, bidding, construction completed. (2 years)

9. PUBLIC ENGAGEMENT: Please provide a description of prior public comment/engagement or an explanation of how public comments/engagement will be conducted prior to the start of the project

In 2021, the City of Rockville led a planning process for the development of the [Re-Imagining RedGate Park](#) Master Plan that will be implemented over time. The Master Plan process has been informed by extensive public input via public tours at RedGate, Community Forum at Mayor and Council meetings and surveys, as well as analysis of existing park conditions, guidance by the Rockville Recreation and Park Advisory Board, and the Mayor and Council. In addition, the RedGate Master Plan is consistent with the City's Climate Action Plan (CAP) with the goal of meeting Maryland's 2030 Greenhouse Gas Reduction Act Plan to achieve a 50% reduction of greenhouse gases by 2030. Specifically highlighted as a goal in CAP is managing open space to improve ecological health and services, contribute to mitigating the impacts of climate change, support ecosystem resiliency, and enhance human health and recreation opportunities.

10. PUBLIC ACCESS AND ADA-ACCESSIBILITY: Please briefly describe the public access that will be available on the property and note any restrictions or limitations, both prior and subsequent to development. Please note that acquisitions will need to have public access within three years of acquisition. Please indicate any ways in which ADA-accessibility is being incorporated.

Park is closed Sunset to Sunrise. Design process to make featured amenities accessible.

11. ITEMIZED DETAILED COST ESTIMATE: Please provide estimates of the project budget with as much detail as possible. At least 50% of the project must be funded by matching funds. If your project is split 50/50 between LWCF and Match funds and it is allowable by your matching funds, it is recommended that each budget item be split 50/50. Please see the LWCF manual for a detailed description of allowable and non-allowable costs. Use the narrative section to add detail (e.g. if the budget item is picnic tables, detail how many tables will be included and whether they will be under a pavilion or scattered throughout the park).

	Total Cost	LWCF Share	Match Share	Narrative
Administrative and legal expenses				
Item				
Land, structures, rights-of-way, appraisals, etc.				
Item				
Relocation Expenses and Payments				
Item				
Architectural and Engineering Fees				
Design	350,000	175,000	175,000	
Project Inspection Fees				
Item				
Site Work				
Item				
Demolition and Removal				
Item				
Construction				
Paths	1,300,000	650,000	650,000	Asphalt, Flexipave (pervious), natural trails, - approx. 1-2 miles
Pedestrian Bridges (2)	850,000	425,000	425,000	Site work, abutments, bridge structure, connections, etc.
Deck overlook	400,000	200,000	200,000	Raised boardwalk and deck overlook of the stormwater facility (pond), abutments, land connections, site work, etc.
Equipment				
Benches with companion pads, interpretive educational signs, etc.	100,000	50,000	50,000	12 benches with concrete pad for companion, 8 educational signs.
Miscellaneous				
Total	\$3,000,000	1,500,000	1,500,000	

Are there any pre-award design/engineering costs anticipated? Yes, the City will award the design and engineering contract by March 2026. If approved costs for design, borings, testing, engineering, etc. will be incurred pre-award

How was this budget developed? Estimates based on RedGate Master Plan order of magnitude cost estimates. Prices include a 20 percent contingency and 3 percent escalation each year.

Are there any items not included in this budget that contribute to the project (e.g. previous planning, design, outreach efforts)? Other funding that contributes to the project includes but is not limited to, design/engineering costs for amenities and site work outside of this LWCF grant application, \$100,000 for Re-Imagining RedGate Park process that included community engagement/outreach and planning efforts and approximately \$100,000 for a natural resource inventory and forest stand delineation plan. In addition, Program Open Space funding for construction of other amenities in the RedGate Park Master Plan will be used for the park build out (\$2 million). Chesapeake Bay Trust grant funding for afforestation was received in 2023 (\$199,000) and 2024 (\$181,720). LWCF application 2024 (request of \$1.5 million with City match of \$1.5 million)

What are the sources and amounts of your matching funds?

City of Rockville Capital Improvement Program project funding (\$1,500,000 million)

Additional Notes:

12. LOCAL GOVERNMENT AUTHORIZATION

As the authorized representative of this local jurisdiction, I read the LWCF Manual and the Federal FY26 LWCF Grant Application Information document and I agree to perform all work in accordance with the LWCF Act of 1965 and Manual. If this project is selected to be submitted to the National Park Service, then the applicant will be required to sign an agreement with the MD DNR, which acknowledges responsibility for compliance with the Land and Water Conservation Act of 1965; signing this agreement is a condition for DNR to submit the application to the National Park Service. Some of these agreed to terms include items such as:

1. Understanding that land assisted with LWCF, either through acquisition or development, is to be protected and maintained in public outdoor recreation in perpetuity.
2. No agricultural leases or profit from agriculture of any kind may exist on the 6(f) property.
3. Structures not in direct support of public outdoor recreation are not allowed on the 6(f) property.
4. All development and acquisition projects must be completed within three years from the provided start date. Only expenditures incurred within the approved LWCF project period are eligible for reimbursement. Grantees do not receive funds at the time of approval. The applicant must incur 100 percent of the total project cost; submit evidence of eligible expenditures throughout project implementation and payment thereof; and request reimbursement from MD DNR after the project has been completed and National Park Service has officially closed the grant.

Signature of Authorized Contact

Date

Print Name

Print Title

RedGate Park Master Plan Implementation (RE23)



Description: This project funds design and construction of the infrastructure and amenities within the park based on the RedGate Park Master Plan. Phase one work includes completing the dog park, trail and pathway improvements, SWM facilities, picnic pavilions, and accessibility improvements. Remaining design and construction will be determined based on funding availability. Staff will pursue outside funding for construction.

Changes from Previous Year: Prior project funding has shifted from 'grants' to 'paygo' to more accurately reflect paygo funding supported by ARPA revenue replacement. Chesapeake Bay Trust (CBT) grant (\$181,720) for reforestation was added in a budget amendment in FY 2025, and Program Open Space funding (\$288,324) was added. Design completion moved to FY 2026.

Current Project Appropriations

Prior Appropriations:	4,114,499
Less Expended as of 4/15/25:	421,461
Total Carryover:	3,693,038
New Funding:	288,324
Total FY 2026 Appropriations:	3,981,362

Guiding Principle: Stewardship of the Env. and Infrastructure

Mandate/Plan: 2022 RedGate Park Master Plan; 2020 Recreation & Parks Strategic Plan; 2016 ADA Transition Plan; Comprehensive Plan

Anticipated Project Outcome: Provide a safe, exciting, well planned destination park.

Project Timeline and Total Cost by Type: Funding was reallocated from Construction to Other for the CBT grants for reforestation and additional Program Open Space funds were added.

Type	Estimated Start		Estimated Completion		Estimated Cost			
	Original	Current	Original	Current	Original	Current	\$ Change	% Change
Planning / Design	FY 2024	FY 2025	FY 2025	FY 2026	2,021,173	2,021,173	-	-
Construction	FY 2025	FY 2025	FY 2027	Future	1,000,000	2,000,000	1,000,000	100%
Other	FY 2025	FY 2025	FY 2026	FY 2026	-	381,650	381,650	-
Project Total (\$):					3,021,173	4,402,823	1,381,650	46%

Project Funding: This project is partially funded, and includes \$381,650 from CBT grants for tree planting, and \$2 million in Project Open Space funding for construction.

Source	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
Paygo (Cap)	2,021,173	-	-	-	-	-	-	2,021,173
Grants (Cap)	381,650	-	-	-	-	-	-	381,650
POS (Other-Cap)	1,711,676	288,324	-	-	-	-	-	2,000,000
Total Funded (\$)	4,114,499	288,324	-	-	-	-	-	4,402,823
Unfunded (Cap)	-	-	2,200,000	2,300,000	2,200,000	2,000,000	3,085,000	11,785,000
Total w/Unfunded (\$)	4,114,499	288,324	2,200,000	2,300,000	2,200,000	2,000,000	3,085,000	16,187,823

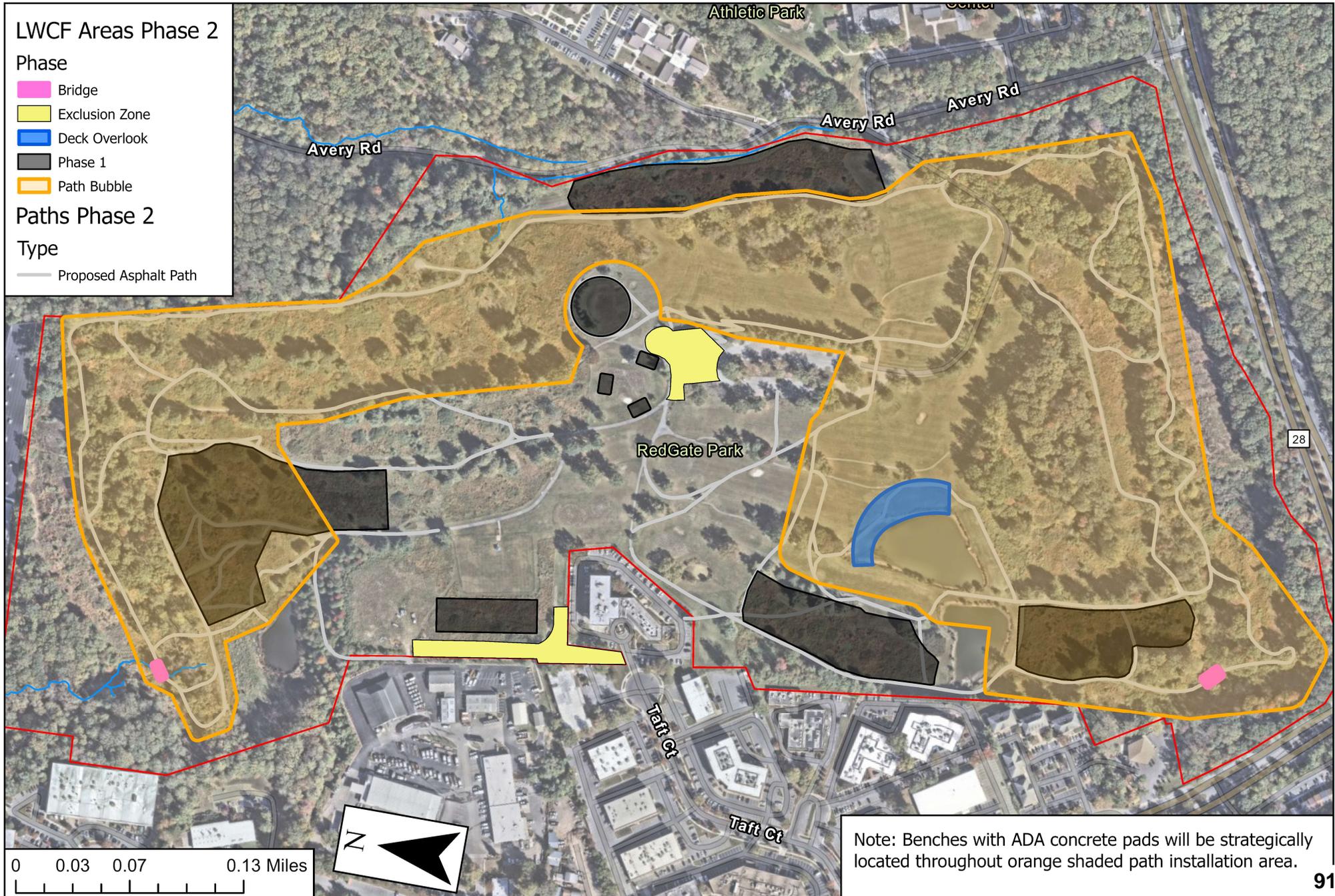
Operating Cost Impact: Landscape maintenance and accessibility remediation.

Fund	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
General	-	30,000	-	-	-	-	-	30,000

Project Manager: Eric Grieshaber, Senior Construction Project Manager, 240-314-8609.

Notes: This project first appeared in the CIP in FY 2023. FY 2026 work includes continuation of design.

LWCF Phase 2 Site Plan





Subject

Authorize the City Manager to Enter into Electricity Supply Agreements with WGL Energy Services, Inc. for a Term between December 2025 and September 2026

Department

Rec & Parks - Parks & Facilities

Recommendation

Staff recommends that the Mayor and Council authorize the City Manager to monitor and execute agreements to lock-in prices for City electricity supply accounts from WGL Energy Service, Inc. in a form approved by the Office of the City Attorney and substantially similar to the sample agreement with WGL for SL Accounts (Attachment 1), by utilizing the Baltimore Regional Cooperative Purchasing Committee (BRCPC) RFP No P-146 Contract #00003312 for a term between December 2025 and September 2026.

Discussion

Background

Maryland operates under a deregulated electricity market where the industry is separated into two main functions:

- 1) **Supply services**, which is competitive and provided by various companies that generate and sell power; and
- 2) **Distribution services**, which is a regulated monopoly managed by local utilities within a defined geographic service area and involves the physical delivery of electricity to customers through infrastructure such as power lines, poles, wires, meters, and related equipment.

Potomac Electric Power Company (PEPCO) operates under the oversight of the Maryland Public Service Commission and is the sole electricity distributor serving City of Rockville (City) facilities and infrastructure. While PEPCO is the City's only electricity utility, the City can contract separately with a competitive electricity supply provider. PEPCO is responsible for metering electricity usage and issuing utility bills that collect all applicable charges, including the supply, distribution and transmission fees, taxes, surcharges and taxes.

Electricity Supply

The City has approximately 120 Pepco accounts within four Pepco Maryland commercial rate schedules. Each schedule has different rates and pricing conditions, as follows:

- **Commercial large usage accounts:** Pepco Maryland Medium General Service Low Voltage Type II (MGT LV II) rate schedule.
- **Water Treatment Plant account:** Pepco Maryland Time Meter Medium General Service Primary Service Type III (MGT III) rate schedule.
- **Small usage accounts:** Pepco Maryland General Service (GS) rate schedule.
- **Street light accounts:** Pepco Maryland Street List Service (SL) rate schedule.

For each rate schedule type listed above, the City can enter into a contract with an electricity supply provider or return the accounts to Pepco. If the accounts are returned, Pepco will buy electricity for City electric accounts and charge the City according to rates approved by the Maryland Public Service Commission. This is called the "Standard Offer Service" (SOS) program and is administered under rules established by the Commission. Pepco updates the SOS rates in each rate schedule every few months and some rate schedules vary by hour or by time of day.

While Section 17-87(3) of the Rockville City Code (Code) exempts purchases of electricity from competitive procurement; historically, the City utilizes energy supply contracts that are competitively bid and awarded by other state/local governments or public agencies for standard terms and conditions and competitive rates. This allows the city to enter into fixed price agreements to protect against price volatility and support budget planning.

The BRCPC manages electricity supply for various Maryland county, city and local government jurisdictions, boards of education, and other government entities; leveraging collective buying power to get lower prices. The BRCPC solicitation for Electric Supply Services Contract under RFP No. P-146 and Contract #00003312 was hosted by Baltimore County and awarded to WGL Energy Services, Inc. with a start date of August 1, 2016, and renewals through September 2026. Under the terms and conditions of this contract, the City entered into an electricity supply service contracts with WGL in 2022 and renewed in 2024 for a term through December 2025 meter read dates. Through this agenda, staff is requesting renewal of the WGL contracts retroactively for the December 2025 meter read dates through the September 2026 meter read dates.

WGL provided indicative pricing for each rate schedule type listed above through the end of September 2026. Table 1 summarizes the current rate, WGL 9-month indicative pricing retroactive to the December 2025 meter dates for continuity of service, and Pepco SOS rates for comparison. The recommended option for each electricity account type is highlighted in blue. The Pepco SOS rates listed below factor in both generation and transmission rates to be comparable with WGL indicative pricing.

The City's utility consultant recommends the City consider a fixed price agreement with WGL to protect against price volatility. The Pepco SOS prices for large commercial accounts and the water treatment plant are variable and either change every couple of months or hourly (for MGT III). MGT III hourly prices are unknown and will fluctuate each hour of the day with no

price ceiling. This volatility associated with SOS pricing can have significant budget impacts; therefore, it is not recommended to take a chance on hourly prices for the larger meter accounts. WGL indicative pricing for streetlights and small accounts are below Pepco’s SOS rate, but higher than current rates.

Table 1: Electricity Supply Option Summary and Recommended Approach (highlighted in blue)*

Account Type	Current Contract Electricity Supply Pricing (Fixed Price \$ per kWh)	WGL Indicative Electricity Supply Pricing for 9 Months (Fixed Price \$ per kWh)**	PEPCO Maryland Standard Offer Service (SOS) (\$ per kWh)
Large Commercial Accounts (Pepco MGT LV II Accounts) (such as City Hall and various community centers, facilities and parks)	\$0.09575 to 12/25	\$0.11198 to 9/26	\$0.12696 MGTLV Rate generation + transmission from 12/2025 through 2/2026
Sandy Landing/Water Treatment Plant Account Pepco Time Meter Medium GS Prim Svc III (MGT III) Rate	\$0.08625 to 12/25	\$0.10185 to 9/26	Variable hourly rates
Small Usage Accounts Pepco General Service (GS) Rate	\$0.09495 to 12/25	\$0.1123 to 9/26	\$0.12252 GS Rate generation + transmission from 10/2025 through 5/2026
Streetlight Accounts Pepco Street Lighting (SL) Rate	\$0.07227 to 12/25	\$0.08367 to 9/26	\$0.12226 SL Rate generation + transmission from 10/2025 through 5/2026

* These rates are a main component of electricity prices; however, there are additional fees added to the contract rate by Pepco, such as distribution fees and other charges that make up the total electricity cost.

** Rates are based upon indicative prices obtained by WGL Energy Services on January 13, 2026.

Given the December 2025 expiration of the City’s electricity rate contracts with WGL and the volatile energy market, the City needs a strategy to minimize costs and risks for all electricity accounts. The electricity market can be quite volatile and requires contracts to be signed to

lock-in prices within one to three hours of receiving final prices. According to the City's utility consultant, there are several drivers for the price volatility: natural gas is a global commodity, there is increased demand for natural gas as the fuel source for electric power generation, and the production of natural gas has not kept pace with increased global demand. The U.S. Energy Information Administration (EIA) forecasts natural gas prices will rise through 2026.

The City's utility consultant recommends the City be in the position to monitor pricing and take advantage of pricing when it exists for the different account types. For this reason, staff recommends that the Mayor and Council authorize the City Manager to utilize the BRCPC electricity supply contract #00003312 and execute agreements in a form approved by the Office of the City Attorney, at the most appropriate opportunity for accounts in each of the four rate schedules. A sample agreement with WGL for SL Accounts is attached, and staff does not believe this will substantially change (Attachment A).

Pepco meters electricity usage and issues utility bills collect all distribution, transmission, supply charges. Pepco bills typically include a supply charge section with the name of the third-party supplier and rate. Payments for electricity supply are incorporated in the Pepco billing and payment process.

Mayor and Council History

The Mayor and Council have authorized the City Manager to utilize competitively bid electricity supply contracts to lock into favorable pricing on several occasions. The Mayor and Council initially authorized the BRCPC Contract #00003312 on October 3, 2022, and a renewal on October 28, 2024. Other historic authorizations occurred on July 15, 2019; October 24, 2016; April 4, 2016; June 16, 2014; and October 17, 2011. This practice enables the City to take advantage of favorable market commodity rates when they are available, to secure electricity supply rates for future budgets, and to protect against variable price increases.

Procurement

Section 17-87(3) of the Rockville City Code (Code) exempts purchases of water, sewer, electric, postage, or other utility services and motor vehicle license plates from competitive procurement.

Section 17-38 of the Code states that "except for the purchase of goods and equipment, formal written contracts signed by the City Manager and the contractor shall be required for procurements exceeding fifty thousand dollars (\$50,000.00), including requirements contracts estimated to exceed fifty thousand dollars (\$50,000.00) in any given fiscal year."

Section 17-39 (a) of the Code requires all contracts involving more than two hundred fifty thousand dollars (\$250,000) to be awarded by the Council.

Although competitive procurement is not required for the purchase of utility services, staff proposes to utilize the terms and conditions of the BRCPC contract described above in a

manner consistent with a competitive procurement authorized under 17-71(b). The BRCPC/Baltimore County Solicitation No. P-146 for electric supply services was opened on February 29, 2016, and awarded to WGL Energy Services, Inc. The solicitation resulted in twenty-three separate contract awards, one for each BRCPC member. WGL agreed to make the effective date for the contract September 2016 for all entities and maintain staggered end dates of September 2026, December 2026 and February 2027 for different entities so that in the future if there is a change of suppliers, all accounts for each group would not be enrolled at one time.

In 2022, the City entered into an electricity supply service contract with WGL Energy Services, Inc. through Baltimore Regional Cooperative Purchasing Committee Electric (BRCPC) Supply Services Solicitation No. P-146 and Master Agreement ID #00003312 with amendments, together referenced as the “BRCPC Contract.” The City renewed this Contract in 2024 for pricing through December 2025. In order to lock-in rates through September of 2026, the City can utilize the underlying BRCPC contract which has an annual automatic renewal term remaining.

WGL Energy Services, Inc. is a non-Minority, Female, Disabled or Veterans (non-MFD-V) business.

To view the BRCPC contract and associated documents, click the links below:

[BRCP Master Agreement with Exhibits](#)
[BCRP Master Agreement – clarification of term](#)
[WGL and City of Rockville Base Agreement](#)

Fiscal Impact

Funds for the purchase of electricity are budgeted annually in various operating accounts in the Department of Recreation and Parks and the Department of Public Works. The FY 2026 electricity budget for all funds is \$3.1 million. Upon contract execution, the Budget Office will evaluate impacts for each fund for the remainder of FY 2026 and FY 2027.

The electricity supply contract accounts for roughly 50 percent of the electricity costs and does not include distribution charges, energy charges and taxes, and other charges by Pepco. Actual costs will be dependent on the lock-in price, additional fees and charges added to the supply rate, and future usage.

Next Steps

Upon Mayor and Council approval, the utility consultant will monitor the market and notify staff

when to seek indicative prices from WGL Energy Service for each type of rate category. When the City, in consultation with the utility consultant, decides that prices reflect a favorable time to lock-in pricing, a final set of firm prices will be obtained. Once firm prices are received, the City Manager will execute the appropriate agreement(s) to lock in the rates from December

2025 to September 2026, in a form approved by the Office of the City Attorney and substantially similar to the sample agreement with WGL for SL Accounts (Attachment 1).

Attachments

ATTACHMENT 1 - SAMPLE AGREEMENT

**EXHIBIT DS - CONFIRMATION
FIRM ELECTRIC POWER**

THIS FIRM ELECTRIC POWER CONFIRMATION is effective 01/13/2026 by and between WGL Energy Services, Inc. ("Seller") and Mayor and Council of Rockville ("Buyer") for the sale and delivery of Buyer's full requirements for Electric Power for all accounts listed on Attachment A and is subject to the terms and conditions of the Baltimore Regional Cooperative Purchasing Committee (BRCPC) RFP No. P-146 Contract#00003312 executed by both parties. Buyer agrees that Seller's delivery obligations hereunder are subject to, and depend upon, verification by Buyer's Utility that the accounts herein meet the requisite utility load profile and rate classification.

Buyer agrees to use its best efforts to inform Seller of any changes that will have a material effect on the load of the accounts served under this Confirmation.

TYPE OF SERVICE:

Buyer will purchase, and Seller will sell, Electric Power to the Delivery Point for Buyer's account which shall include all necessary (a) electric energy and congestion services obtained from wholesale suppliers active in the energy market administered by PJM, (b) generation capacity obtained from generators that participate in Reliability Pricing Model auctions conducted by PJM, (c) Network Integrated Transmission Service (NITS) including enhancements, expansion and reallocation provided by transmission providers subject to the PJM Open Access Transmission Tariff (OATT), (d) ancillary services provided by PJM for reliability including, but not limited to, reactive services and reserves, (e) auction revenue rights credits administered by PJM ("PJM Costs" are defined as (b) through (e)) and (f) energy deliveries that comply with applicable state Renewable Portfolio Standards (RPS) and local utility tariff requirements ("Utility Costs"). Seller is obligated to deliver, and Buyer is obligated to purchase, said Electric Power under all circumstances except Force Majeure.

BUYER'S UTILITY:

Pepco

BILLING:

Utility Billing

TAX:

Buyer must provide to Seller a tax-exempt certificate or other documented evidence of Buyer's tax-exempt status for accounts covered under this Confirmation prior to the effective account enrollment date. If Buyer fails to provide Seller such documentation, Seller shall be obligated to bill Buyer for the applicable sales tax.

TARIFFS AND REGULATIONS:

If, after this Confirmation is executed, any of Seller's costs to supply Electric Power hereunder increase from the costs that underlie the Fixed Price because (1) FERC issues an order or PJM revises its OATT, an operating protocol, or market rule, (2) a PJM Emergency Operations Event occurs, (3) a change in Federal, State or Local law is enacted, or (4) the applicable Public Service Commission issues an order, or Buyer's utility revises its tariff, an operating protocol or market rule, then Seller shall pass through such cost increases with an appropriate allocation to Buyer by separate monthly charge. Seller shall provide Buyer with a written explanation describing the charge in reasonable detail, upon request.

If, at the time this Confirmation is executed, any month(s) of the term of this Confirmation extends beyond the last published Capacity Base Residual Auction, the Capacity cost estimates underlying the Price hereunder will be utilized based on the last Base Residual Auction results, as may be adjusted or corrected by PJM and as approved by FERC. To the extent actual Capacity costs differ from the Capacity cost estimates underlying the Price, Seller shall pass through such cost increases or decreases as appropriate.

Prices for Maryland customers receiving Electric Power from Pepco, Baltimore Gas & Electric, Delmarva Power, Southern Maryland Electric Cooperative or Potomac Edison exclude RPS Costs related to Offshore Renewable Energy Credits (OREC). OREC costs shall be passed through to Maryland customers at such time when the costs are assessed to Seller.

To the extent Capacity and/or Transmission are included in the Price, Seller reserves the right to adjust the Price to reflect recovery of Capacity and Transmission costs attributable to (1) Buyer's participation in PJM Demand Response or local utility Net Metering programs during the term of this Confirmation, or (2) increased Capacity and Transmission costs caused by the effect of any distributed generation and/or peak shaving devices which were in use at any time during the twelve (12) months prior to this Confirmation. This condition does not apply to any emergency generation used solely in the event of a power outage.

HOLDOVER PROCESS:

Unless Buyer and Seller agree to execute a new confirmation, this Confirmation shall remain in effect on a month-to-month basis at an applicable Monthly Fixed Price for each subsequent monthly meter read period after the end of the initial Term of this Confirmation. Each Monthly Fixed Price shall be established the 25th day of the calendar month preceding the applicable calendar month of delivery. Either party may cancel such holdover confirmation either by executing a new confirmation, or by providing written notice of cancellation. Upon the provision of such notice by either Party, Seller shall terminate the confirmation in accordance with utility drop rules and procedures.

BUYER NAME:

Mayor and Council of Rockville

Term/Price - Fixed Price Capacity and Transmission Included

TERM:

From the December 2025 meter read date to the September 2026 meter read date. (09 months)

PRICE: For deliveries hereunder, Buyer shall pay Seller a Price equal to \$0.08367/kWh (\$83.67/MWh).

If, at any time, accounts served under this Fixed Rate Confirmation were converted from an executed LMP Rate Confirmation, this Fixed Rate

Confirmation supersedes such LMP Rate Confirmation for the term specified above.

All prices quoted are subject to change prior to written confirmation by Seller. All prices are quoted at the Delivery Point, including line losses to the Buyer's facilities, in \$ per Kilowatt (kW) or Kilowatt-hour (kWh) unless otherwise noted.

The undersigned represents, warrants and agrees to provide documentation, upon Seller's request, that the undersigned has the contractual authority, either as representing Buyer as a principal, or as Buyer's authorized agent, to bind Buyer for the supply service being purchased hereunder.

This Confirmation is agreed to on the date first written above by:

Buyer's Signature: _____ Title: _____

Print Name: _____ Tax Exempt: Yes _____ No _____ Date: _____
Partial _____

Seller: WGL Energy Services, Inc.

By: _____ Date: _____
Megan Sparks, Vice-President

Business Development Manager: Karen Pinder-McDuffie

Property Manager: Mayor and Council of Rockville

26929.244211.000: Mayor and Council of Rockville
Attachment "A": Account Information (2 account(s))
Exhibit DS Account Data

Business Development Manager: Karen Pinder-McDuffie Phone: 410-209-2470 Email: kpmcduffie@wglenergy.com

Customer	Account #	Address	LDC	Rate Class/Load Profile
City of Rockville	0550173041677001231752 (N)	100 STREET LGTS ST LOC PKROC ROCKVILLE MD 20850	PEM	Street Lighting (SL)(S2)/SL
City of Rockville	0550173036647001231643 (N)	100 STLGT ROCKVILLE PIKE ROCKVILLE MD 20850	PEM	Street Lighting (SL)(S2)/SL



MAYOR AND COUNCIL Meeting Date: February 23, 2026
Agenda Item Type: CONSENT
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: SARA TAYLOR-FERRELL

Subject

Approval of Minutes

Recommendation

Staff recommends the Mayor and Council approve the following minutes:

February 2 , 2026 (Meeting No. 03-26)

February 9, 2026 – Closed Session (Meeting No. 04A-26)

February 9, 2026 (Meeting No. 04-26)

Attachments



MAYOR AND COUNCIL Meeting Date: February 23, 2026
Agenda Item Type: WORKSESSION
Department: HOUSING AND COMMUNITY DEVELOPMENT
Responsible Staff: JANE LYONS-RAEDER

Subject

Chapter 18 Code Update (Rental Facilities and Landlord-Tenant Relations) – Work Session

Department

Housing and Community Development

Recommendation

Staff recommend that the Mayor and Council receive the presentation, discuss, and provide direction on updates to City Code Chapter 18, Rental Facilities and Landlord-Tenant Relations. The feedback received from the Mayor and Council will guide staff's draft of the updated code. Do you agree with staff's recommendations for:

1. Background check restrictions
 2. Relocation assistance
 3. Penalties
 4. Programmatic actions and future code amendments
-

Discussion

PURPOSE

The purpose of this work session is to provide the Mayor and Council with an overview of the changes to City Code Chapter 18, Rental Facilities and Landlord-Tenant Relations under consideration by staff. Changes include minor alterations to the current code and significant, new city policies. This is the final work session on Chapter 18. Following this work session, staff will present a draft of the rewritten code, based on Mayor and Council's feedback, for review and approval.

BACKGROUND

In Fall 2024, a comprehensive rewrite of Chapter 18 was identified as a key action in the city's Housing Strategies Work Plan. Research and engagement for the rewrite commenced in Spring 2025. The goals for the rewrite are as follows:

- Provide clarity on existing code elements.
- Consider alignment with surrounding jurisdictions' codes.

- Improve housing stability and opportunities for tenant agency.
- Require greater transparency for tenants.
- Ensure alignment with the state of Maryland law.
- Review local and national best practices.
- Better connect data collection and city goals.

FOLLOW-UP RESEARCH

During the previous Mayor and Council work session on Chapter 18, members of the body asked staff for additional research on fees, two-year lease terms, and eviction assistance.

Fee Restrictions

As discussed in the previous work session, staff recommend prescribing what types of fees are allowed to be charged and, in certain cases, setting maximum amounts that may be charged. Members of the body asked for a jurisdictional comparison on the effect of capping fees. Unfortunately, there are no studies investigating the effect of fee caps on jurisdictions locally nor nationally.

That said, it is generally thought that fee caps could have similar drawbacks to rent caps by limiting a landlord's ability to generate revenue and thus pay for services they must provide. However, fee caps as proposed are generally limited to the actual cost to the landlord. Staff also propose the ability for landlords to levy optional fees that must be consented to by the tenant, providing additional flexibility.

If a landlord in Rockville currently generates a significant amount of revenue from fees that are then made illegal through the Chapter 18 update, the landlord may decide to raise units' base monthly rent to cover the lost fee revenue. Ultimately, staff believe that any short-term adjustments in the rental market will be worthwhile to have a fairer rental fee regime that is easy for both landlords and tenants to understand.

Two-Year Lease Terms

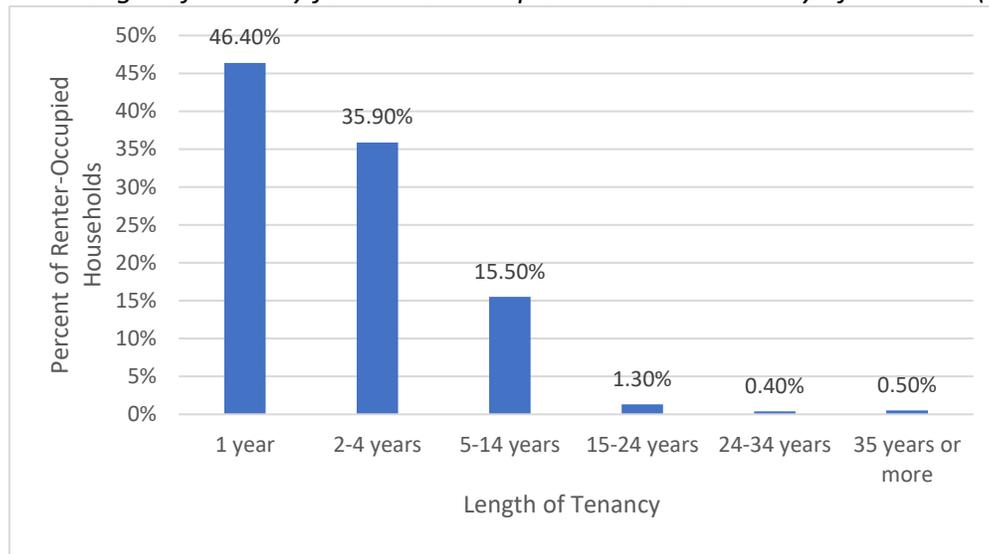
In the previous work session, staff recommended requiring landlords to *offer* tenants two-year lease term, rather than one year as it is currently. There was discussion regarding a need for certain exceptions to this requirement, particularly for small landlords. However, staff have determined that the current code language regarding reasonable cause for the landlord not offering a one-year term is sufficient to address Mayor and Council's concerns.

Current code language states that all tenants must be offered an initial term of one year, unless a "reasonable cause" exists of offering an initial term of other than one year. "Reasonable cause" is defined as "those situations which would create undue hardship or expense for a landlord to enter into a one-year lease." The code continues: "When the landlord claims such a cause, a statement citing the reasonable cause and advising the prospective tenant of his right to challenge the statement by filing a complaint with the City Manager shall be included as an addendum to the lease, signed and dated by the parties and a copy given to the prospective tenant."

Furthermore, members of the body requested additional research into the effects of two-year versus one-year lease terms, including possible unintended consequences. The breadth of research around this question is almost non-existent. However, research from the Brookings Institution found that about half of renters stay in the same place for more than two years.¹ They also cite that National Multifamily Housing Council found that “about one-third of current renters would prefer a lease term lasting more than one year” and note that “residential leases lasting for several years are fairly common in Germany and Japan.”²

Renter occupancy data for Rockville shows most tenants (46.4%) have only been at their current place of residence for one year, as shown in Figure 1. Nearly 36% have been in the same place for two to four years and 15.5% have been in their home for between five and 14 years. This indicates that there is a large percentage of Rockville renters who could potentially benefit from a two-year lease term.

Figure 1. Length of Tenancy for Renter-Occupied Households in City of Rockville (2024)



Source: U.S. Census, 2024 American Community Survey 1-Year Estimates S2502

Table 1 provides a summary of benefits and risks of longer lease terms to both tenants and landlords.

¹ <https://www.brookings.edu/articles/offering-renters-longer-leases-could-improve-their-financial-health-and-happiness/>

² <https://www.brookings.edu/articles/offering-renters-longer-leases-could-improve-their-financial-health-and-happiness/>

Table 1. Benefits and Risks of Longer Lease Terms

	Landlords	Tenants
<i>Benefits</i>	<ul style="list-style-type: none"> • Stable income stream • Lower risk of vacancy and associated costs from tenant turnover • Lower administrative burden • Stronger relationship with tenant • Insurance against declining market rents 	<ul style="list-style-type: none"> • More stable living situation • Stable housing costs, for the length of the lease • Reduced moving costs • Increased negotiation power to ask for property improvements or alterations • Stronger relationship with landlord
<i>Risks</i>	<ul style="list-style-type: none"> • Unable to keep up with market rents since would not be able to raise rent as frequently • More significant turnover costs due to longer tenancy causing more wear and tear • Risk of a problematic tenant that is more difficult to sever ties with • Less flexibility to sell property or for future building owner 	<ul style="list-style-type: none"> • Less flexibility to relocate • Increased likelihood of needing to break lease and uphold lease break terms (e.g., early termination fees) • Potentially high lease-to-lease rent increases since increases would not be spread out from year-to-year • Risk of a problematic landlord that is more difficult to sever ties with • Cannot take advantage of decreases in market rents • Longer exposure to poor quality apartment

To address consumer protection concerns in offering longer leases, Brookings recommends 1) requiring more consistency and transparency of leases, which staff has already recommended, 2) allowing renters to “shop” for leases independently from apartments, and 3) increased resources for enforcing fair housing laws.³

Finally, it should be noted that although this requirement would ensure that landlords provided the option of a two-year lease term, landlords may offer better rates for other lease term lengths.

Eviction Assistance

A member of the body requested additional information on how to help households facing eviction. There are five key strategies to prevent evictions, all of which the city either currently offers, is working to enhance, or is exploring.

1. *Emergency rental assistance*: The primary function of the Rockville Emergency Assistance Program (REAP) is to pay off households’ rental arrears so that they can avoid eviction. Households in need can also combine funds from Montgomery County and other emergency assistance providers to pay off significant amounts of rent debt and avoid eviction. Over the past two years, demand for REAP has grown exponentially.

³ <https://www.brookings.edu/articles/offering-renters-longer-leases-could-improve-their-financial-health-and-happiness/>

As federal cuts to social services and affordability challenges persist, demand is expected to remain high. More households face eviction every year and Montgomery County has the region's fastest growing homeless population. REAP is the city's premiere program for preventing homelessness and will continue to be a vital program to support residents experiencing financial emergencies.

2. *Security deposit assistance:* Sometimes the best decision for households facing eviction is to move to a more affordable property. In this case, households frequently need help paying for the initial security deposit. In certain circumstances, REAP allows households to receive security deposit assistance. REAP staff will continue to work with clients to assess this as an option.
3. *Access to legal counsel:* When tenants are provided legal counsel, they are two to three times more likely to stay in their homes.¹⁶ One of the stability actions in Rockville Housing Strategies is to supplement the state's access to legal counsel for evictions program. Currently, tenants earning 50% of the state's median income are provided access to legal representation in eviction and subsidy termination cases. There may be an opportunity for the City of Rockville to supplement the state's program by providing funding to serve residents making 50% of the city's median income (rather than the state's median income) and to serve residents earning beyond 50% of the state and city's median incomes. Staff will continue to explore this as a part of Rockville Housing Strategies.
4. *Investments in affordable housing:* Rents in Rockville are among the highest in the region, which is a key predictor in high rates of homelessness. Cities can help create more affordable housing opportunities through investments in affordable housing preservation and construction, as well as ongoing rental supplement programs. Rockville does not currently offer the latter, but helps navigate struggling clients to the county's ongoing rental assistance program. DHCD is taking steps to deploy the Housing Opportunities Fund in a way that will enhance affordable housing options throughout the city.
5. *Investments in preventative programs:* Residents face eviction due to financial emergencies and ongoing struggles with poverty. The household income of the median REAP recipient is \$20,800. Investments in job training, financial empowerment programs like Bank On Rockville, service navigation, and other social services can help households to achieve financial stability and upward mobility so that they are able to weather emergencies more easily and stay current on rent. DHCD staff have taken steps to expand this type of programming by providing service navigation and restarting the city's Bank On coalition.

NEW POLICIES

Background Check Restrictions

Background

Eviction and incarceration operate as twin, compounding systems of exclusion. With the Fair Housing Act in 1968, the government hoped to eliminate discrimination by landlords against individuals based on race, gender, religion, national origin, and disability.⁴ Despite this, these same obstacles to housing continue to exist today based on structural inequalities, such as through exclusionary zoning practices and urban renewal, there emerged gaps that negatively impacted individuals in certain racial and socioeconomic groups.⁵ These economic disparities can then spiral into poor credit histories and inequities that lead to disproportionate rates of incarceration and eviction for those same groups.

After release, many men face steep barriers to employment and formal residential leases because a criminal record limits job prospects and makes “proof of income” harder to produce. At the same time, women, especially mothers, are more likely to become the tenant of record because they are more connected to children’s schooling and benefits systems and are less likely to rely on informal work that cannot be documented on an application. Yet women leaseholders are often economically worse off than men in the same communities due to persistent wage gaps, caregiving demands, and the need for larger (and more expensive) units. Those realities combine to make women, particularly Black women with children, disproportionately vulnerable to eviction and its cascading harms.

Background checks are a tool for landlords to screen potential tenants on their rental, criminal, and credit histories prior to renting out their homes. Ideally, these checks provide protection for landlords against high-risk tenants. The results of these checks, however, can prove to be a barrier to securing housing for individuals with red flags on their record.⁶ Significant portions of the population both locally and nationally could have a record show up on background checks that creates a barrier to housing.

Even in cases where evictions are dismissed, withdrawn, or won, having an eviction case on file can lead to negative consequences for renters if the case comes up in tenant screening reports, according to a study from the University of Michigan.⁷ Sixty-five percent of renters who moved following an eviction filing that did not end in removal said a prospective landlord asked about their record and over half had been explicitly denied because of it.

Many jurisdictions have acknowledged the toll that criminal records can have on housing and employment opportunities and have looked to enact “clean slate” legislation.⁸ Places like Washington, D.C.; Atlanta, GA; and California have all proposed or enacted legislation to treat individuals with a criminal record as a protected class. In fact, California has proposed a law in which criminal records would automatically be sealed four years following their sentence

⁴ <https://www.justice.gov/crt/fair-housing-act-1>

⁵ <https://www.habitat.org/historic-housing-discrimination-us>

⁶ <https://www.ojp.gov/pdffiles1/bjs/grants/309360.pdf>; <https://www.cleanslateinitiative.org/data>

⁷ <https://poverty.umich.edu/2024/07/16/research-shows-far-reaching-costs-of-eviction-filings-to-tenants-regardless-of-the-outcome-in-court/>

⁸ <https://www.themarshallproject.org/2023/04/01/criminal-record-job-housing-barriers-discrimination>

provided they are not convicted again.⁹ There are also proposals among public housing agencies to limit screening to only consider criminal charges that might endanger the health and safety of staff and residents.¹⁰ The massive swell in policy across the country shows a recognition of the barriers to long-term housing for individuals with a criminal history while demonstrating a commitment to not forcing those individuals to suffer the lasting impacts of the past.

Reducing discrimination based on criminal and eviction history in a live conversation at the Maryland General Assembly. In 2025, Maryland considered HB 1077, which would have prevented landlords from requesting information regarding criminal history in the initial screening. Following the initial screening, the landlord would also only be able to screen for the most serious criminal offenses.¹¹ This bill did not pass, but Maryland's 2024 eviction-record reform recognizes that an eviction filing can function like a lifelong "scarlet letter," even when a tenant is never actually removed, and it takes a first step toward limiting that damage.¹² For Failure to Pay Rent cases filed on or after October 1, 2024, the District Court must automatically shield the case record within 60 days of final resolution if the case did not result in a judgment of possession, meaning the filing should not remain broadly visible on public case-search systems or to many screening databases when the outcome was not displacement. Even where a judgment of possession occurred, tenants may petition to shield the record if they paid to stay (right of redemption) and at least 12 months have passed since the case's final resolution, or if the court finds good cause.

Montgomery County has a Ban the Box law that was recently expanded upon with new legislation.¹³ In 2021, the Housing Justice Act passed the Council with the intention of preventing landlords from inquiring into misdemeanors when considering applicants for housing. The newest iteration of the Housing Justice Act reinforced the original law by requiring landlords to post information regarding tenant's rights as well as adding new county housing staff to ensure compliance.

Additionally, Montgomery County repurposed the Office of Human Rights to hear complaints regarding violations of the Housing Justice Act as a means of providing enforcement. In addition to providing education on tenant rights under the new law, the Office of Human Rights conducts quarterly inspections of rental properties to assess compliance. Furthermore, landlords are required communicate these rights to their prospective tenants during the leasing process. The code also gives the County Executive flexibility to enact additional methods of enforcement.

⁹ <https://apnews.com/article/arrests-california-legislature-gavin-newsom-government-and-politics-a8ced0a719da790859ff26736a1c017c>

¹⁰ <https://www.phada.org/Publications/Breaking-News-Administrator/View/ArticleId/17694/Criminal-Records-and-Tenant-Screening-Proposed-Rule-Published>

¹¹ <https://mgaleg.maryland.gov/mgawebwebsite/Legislation/Details/hb1077?ys=2025RS>

¹² https://mgaleg.maryland.gov/2024RS/chapters_noln/Ch_347_sb0019T.pdf

¹³

https://montgomerycountymd.granicus.com/MetaViewer.php?view_id=169&event_id=16232&meta_id=182793

Recommendation

Staff recommend adopting code provisions to reduce discrimination based on both criminal and eviction history. Compliance would be assessed during the rental license renewal process by collecting standard applications.

First, staff recommend adopting the Montgomery County Housing Justice Act as laid out in Section 27-15A of Chapter 27, which specifically gives attention to the following components:

- *Ban the Box*: Prevents housing providers from asking about criminal records in an application or conducting a background check prior to a conditional housing offer.
- *Anti-discrimination*: Prohibits housing providers from factoring in arrest records that did not result in a conviction as well as diminishing the impact of misdemeanors that are more than two years old.

To implement the Ban the Box policy, Montgomery County has required increased transparency by compelling landlords to disclose the process providers use in their screening as well as what their requirements are when screening tenants. These requirements have also been broken down into what information can and cannot be requested at various stages of the screening process. During the preliminary screening a provider cannot: ask an applicant to disclose their arrest/conviction record or conduct a criminal record check. Additionally, at no point during an application can a provider consider information regarding an arrest that did not result in conviction or arrest/conviction for the following charges:

- Trespass
- Theft under misdemeanor
- A refusal to leave public areas
- Indecent exposure
- Public urination
- Open container violations
- Possession of marijuana as a misdemeanor
- First conviction of disturbing the peace
- A vehicle law violation
- Any misdemeanor that more than two years have passed since the conviction or end of incarceration period

The landlord cannot also base a decision of tenancy on any of the above information. However, the landlord can make decisions about tenancy on a very specific set of factors including conviction of sex crime and presence on a sex offender registry.

Following the conditional offer, if the provider chooses to conduct a criminal check while excluding the appropriate misdemeanors, they do have an option to rescind an offer in writing. However, if they do so they must provide a copy of the record, notify the applicant as to the revocation, and the reason why. The provider must delay the revocation by seven days to provide the applicant with an opportunity to assess the accuracy of the report.

Second, to reduce the lasting harms of eviction, Rockville should prohibit landlords from asking about eviction history on rental applications, similar in spirit to “fair chance” approaches used in employment. This reform recognizes that housing access should be based on current ability to sustain tenancy — not on a past court filing that can permanently lock households out of safe, stable housing long after a temporary crisis has passed. Eliminating eviction history questions would help keep households connected to safe housing, reduce repeat displacement, and protect children from the destabilizing effects of frequent moves, all while advancing equity by curbing a practice that disproportionately burdens low-income renters, women with children, and Black communities.

Eviction Filing

More and more frequently, staff encounter tenants facing eviction due to extremely high balances over \$10,000. With balances of this size, there are rarely enough resources between Montgomery County, the city, and non-profit organizations to pay off the tenant’s balance and prevent the eviction. Despite many property management companies having policies that require filing after a single missed payment, tenants with months of rental arrears continue to apply for emergency rental assistance.

Both the city and county require tenants to have an active court summons or judgement in order to be eligible for assistance. This requirement is important for prioritizing limited funds for the households most at-risk of eviction and homelessness. However, this means that landlords need to file for eviction before tenants can receive help. Staff are concerned that some landlords may act in bad faith by intentionally not filing for eviction until the tenant’s rental arrears are too large to be paid off by the public and non-profit sector, making it easier for the landlord to evict the tenant in question.

Staff do not have a recommendation at this time, but want to raise the issue for discussion and feedback.

Relocation Assistance

Background

Finding a new place to live can be a financial challenge. There are times when a tenant may need to move for reasons outside of their control and is left paying for moving and other relocation expenses. For this reason, localities across the country have passed ordinances requiring landlords to pay for temporary and/or permanent relocation expenses in certain situations where the landlord is found to be responsible for the tenant’s displacement.

Local Case Studies

- *Montgomery County, MD:* In 2020, Montgomery County enacted Bill 18-19, which requires landlords to pay relocation payments if rental housing is condemned as unfit for human habitation.¹⁴ It covers both temporary and permanent displacement, with

¹⁴ https://www2.montgomerycountymd.gov/mcgportalapps/Press_Detail.aspx?Item_ID=23770&Dept=1

the former being defined as 30 days or less, and provides displaced tenants with a right to reoccupy the property, once habitable.¹⁵

- *City of Takoma Park, MD:* Takoma Park's tenant displacement and relocation expenses code addresses both temporary and permanent displacement in cases wherein the rental housing is condemned as unfit for human habitation. For permanent displacement, the landlord must return the tenant's security deposit and pay two months of the tenant's rent.¹⁶ For temporary displacement, the landlord must pay for comparable housing, storage, and moving costs.
- *Washington, D.C.:* Landlords in D.C. must provide relocation assistance in cases of substantial rehabilitation, demolition, or discontinuation.¹⁷ The amount of assistance is determined by the mayor or otherwise based on the number of rooms. Additionally, the city has a relocation assistance office which provides relocation advisory services.
- *Arlington and Fairfax Counties, VA:* In Virginia, both Arlington and Fairfax Counties provide guidelines regarding tenant displacement. Arlington's applies to any rental property proposed for demolition, rehabilitation, or conversion.¹⁸ Fairfax's guidelines are expanded to include opportunities to return, but only applies for properties which are both 1) proposed for demolition, redevelopment, rehabilitation, acquisition, or condominium conversion and 2) subject to the county's Affordable Housing Preservation Policy Administrative Guidelines, or has financing provided by the county's redevelopment authority.¹⁹ In both jurisdictions, owners are encouraged to develop a relocation plan and provide tenants with payments based on the displaced household's income and unit size.

National Case Studies

- *Minneapolis, MN:* In Minneapolis, landlords must provide relocation assistance when tenants are displaced due to an issue that resulted from the landlord's actions, inactions, or negligence, and impacts the entire unit.²⁰ If the landlord does not pay the tenant by the required date, funds are issued by the city and the recouped from the landlord. Minneapolis city staff report that the quickest timeline for collection is

¹⁵ <https://mgaleg.maryland.gov/pubs/LegisLegal/County-Legislation/2021-Montgomery-County-18-19.pdf>

¹⁶ City of Takoma Park, MD Code Section 6.6.180 <https://ecode360.com/47259017>

¹⁷ <https://code.dccouncil.gov/us/dc/council/code/titles/42/chapters/35/subchapters/VII>

¹⁸ <https://www.arlingtonva.us/files/sharedassets/public/v/2/housing/documents/relocation-guidelines-final-2025.pdf>

¹⁹

<https://www.fairfaxcounty.gov/housing/sites/housing/files/Assets/documents/homeownership/Fairfax%20County%20Relocation%20Guidelines%20-%2009.9.25.pdf>

²⁰

<https://lms.minneapolismn.gov/Download/RCAV2/52446/Tenant%20Relocation%20Assistance%20Staff%20Presentation.pdf>

approximately two years.²¹ Over three years, the city gave \$170,523 to tenants and only \$43,390.38 (about a quarter) was recovered by the city. The city is considering creating a grant funded by the city for short-term displacement when neither the landlord nor tenant is at fault.

- *Portland, OR:* Portland’s Mandatory Rent Relocation Assistance policy applies in situations of permanent displacement where a landlord has given the tenant certain termination notices, proposes to increase rent by 10% or more, or did not renew lease on substantially similar terms.²² Payments range from \$2,900 for a studio apartment to \$4,500 for apartments with three or more bedrooms.²³
- *Seattle, WA:* Seattle’s Tenant Relocation Assistance Ordinance applies in circumstances when tenants are being displaced due to redevelopment or substantial renovation, use changed from an apartment, or if affordability covenants expire.²⁴ When those cases apply, property owners must get a Tenant Relocation license and low-income tenants receive \$5,354, half paid by the landlord and the other half paid by the city.²⁵
- *State of California:* Under the State of California’s 2019 Tenant Protection Act, landlords statewide are required to provide relocation assistance in the amount of one-month’s rent for no-fault evictions.²⁶ Additionally, the Housing Crisis Act of 2019 (amended in 2021) includes provisions for relocation assistance, primarily for low-income tenants displaced due to redevelopment, and California Health and Safety Code requires landlords or property owners to provide relocation assistance to tenants displaced by the demolition, conversion, or significant rehabilitation of affordable housing.²⁷ “It specifies the calculation of relocation assistance, which includes moving expenses and temporary housing costs, which varies depending on the tenant’s income and household size.”²⁸

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<https://lms.minneapolismn.gov/Download/RCAV2/52446/Tenant%20Relocation%20Assistance%20Staff%20Presentation.pdf>

22 <https://oregonlawhelp.org/media/193/download?inline>

23 <https://www.portland.gov/phb/rental-services/renter-relocation-assistance>

24 [https://www.seattle.gov/sdci/codes/codes-we-enforce-\(a-z\)/tenant-relocation-assistance-ordinance](https://www.seattle.gov/sdci/codes/codes-we-enforce-(a-z)/tenant-relocation-assistance-ordinance)

25 [https://www.seattle.gov/sdci/codes/codes-we-enforce-\(a-z\)/tenant-relocation-assistance-ordinance](https://www.seattle.gov/sdci/codes/codes-we-enforce-(a-z)/tenant-relocation-assistance-ordinance)

26 <https://abag.ca.gov/sites/default/files/documents/2025-04/Tenant-Relocation-Assistance-Profile-04-03-2025.pdf>

27 <https://abag.ca.gov/sites/default/files/documents/2025-04/Tenant-Relocation-Assistance-Profile-04-03-2025.pdf>

28 <https://abag.ca.gov/sites/default/files/documents/2025-04/Tenant-Relocation-Assistance-Profile-04-03-2025.pdf>

Many cities in California have built upon state law. Santa Monica stands out for the breadth of situations in which tenants are entitled to permanent relocation assistance, and largely served as a model for staff's recommendations.²⁹ Their policy applies in situations where:

- The tenant must move out due to a no-fault eviction.
- The tenant decides to move out after receiving a large rent increase after their formerly rent controlled apartment home is exempted from rent control.
- The tenant elects to relinquish a tenancy following rent increase of more than 5% plus inflation, or 10%, whichever is lower.
- The tenant elects to relinquish a tenancy after a temporary relocation lasting at least six months.
- Code Enforcement determines that the tenant has been forced out by landlord misconduct.
- The Building Officer determines that health and safety conditions in the unit exist and cannot be fixed.
- The tenant elects to relinquish the tenancy in a bootleg unit that cannot be permitted for residential use.

Recommendation – General

Staff recommend establishing a requirement for landlords to provide tenants with temporary and permanent relocation assistance in certain circumstances, as further described in the following sections. Assistance would be provided on a per household basis, not a per tenant basis. Timing of payments and notice requirements will be further fleshed out once code language is drafted.

Recommendation – Temporary Relocation Assistance

Temporary relocation assistance would be required when the city has deemed that a rental housing unit cannot be occupied.

Landlords would not have to pay for temporary relocation benefits if the tenant is in a week-to-week lease or if the displacement is caused by a natural disaster or other incident not directly caused by the landlord, such as vehicle accident, criminal activity, public utility failure, or adjacent building failure. When an incident that happens off the property results in the displacement of the tenant, the person responsible for the incident would be held responsible for providing the temporary relocation benefits.

In addition, if a tenant were to remain in their unit following an order directing temporary relocation or if the tenant interferes, obstructs, or delays a landlord's ability to conduct necessary repairs to restore the unit to habitable status, the landlord's obligation to provide relocation benefits may be lifted by the city.

29

https://santamonicacityca.iqm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=1395&MediaPosition=&ID=6115&CssClass=

The landlord would be required to provide temporary relocation assistance as long as the tenant is required to stay out of the unit. Temporary relocation benefits would end when either 1) the tenant returns to the unit or 2) the tenancy is legally terminated. This would work in coordination with another proposal from the December work session to allow tenants to terminate their lease early, with proper notice, in situations where:

- The unit is deemed unable to be occupied for a certain number of days;
- The landlord's rental license is revoked for reasons related to the tenant's units; or
- The landlord is failing to make certain repairs required to correct a violation of applicable law that affects the health and safety of the tenant.

Should the relocation order come from the city, city staff would estimate the length of assistance required at the time of the displacement and given to both parties in a written notice. Extensions may be approved. If the landlord relocates the tenant on their own, the landlord must provide the tenant written notice of how long the relocation is expected to be. Assistance would be required based on the amount of time that the displacement is expected to occur:

- If 30 days or less, the tenant may be temporarily placed in a safe and sanitary hotel/motel, receive per diem money for temporary housing and expenses, or alternate comparable housing, plus all reasonable moving and storage costs.
- If 31 days or more, the tenant receives per diem money or alternate comparable housing, plus all reasonable moving and storage costs.

Comparable housing must be similar in location and have a similar number of bedrooms, accessibility, and pet allowance (if the tenant has pets). Landlords and tenants would be allowed to reach their own agreement about how the tenant will be temporarily housing that is different from what the code says, as long as the tenant is first informed, in writing, of what is required by law before entering into such an agreement.

Per diem payments would be due daily if relocation is less than 30 days and pre-paid weekly if more than 30 days. Staff recommend that the Mayor and Council set per diem amounts via an annual resolution. The resolution would address the amount of the per diem payments for a hotel or motel, meal expenses (if the temporary accommodation lacks cooking facilities), laundry (if the rental property included laundry facilities), and pet accommodations (if the temporary relocation does not accept pets). If the tenant rejects the accommodation provided by the landlord, they would not be entitled to the per diem payments.

A landlord may require a tenant to use their renters insurance, if any, but is responsible for covering any costs that are required by code but not covered by renters insurance and the cost of alternative housing after the expiration of such benefits.

The tenant would remain responsible for paying rent during the displacement period but not for any fees for amenities or services which the tenant is unable to use or access. In cases where the tenant is behind on rent, the relocation assistance requirement would still apply, but

the landlord would be in their right to move forward with eviction proceedings for Failure to Pay Rent.

Finally, once repairs are completed and the unit is deemed safe to inhabit, the tenant would have the first right to return to their home.

Recommendation – Permanent Relocation Assistance

For tenants in a six-month or longer lease, permanent relocation assistance would be required when:

- A rental license is suspended or revoked. Currently, when a rental license is suspended or revoked in Rockville, the landlord must provide the impacted tenant with 60 days' notice to relocate. This policy would remain the same, but the landlord would also be responsible for providing relocation assistance, should the tenant relinquish the tenancy.
- The city issues an order for permanent relocation based on the determination that the rental housing unit is not habitable and cannot be made habitable or based on the tenant's election to relinquish a tenancy in a rental housing unit that is not permitted for residential use and cannot or will not be permitted for residential use.
- The tenant elects to relinquish tenancy following a period of temporary tenant relocation that has lasted for at least six months, but before the tenant has returned to the rental unit.
- The unit will be demolished, redeveloped, substantially renovated, or changed in use, requiring a tenant household earning less than 50% of the area median income to move.

The relocation assistance payment would include:

- A full refund of security deposit with accumulated interest;
- Pro rata rent for the remainder of the month;
- The cash equivalent of three-month median market rate rent for a similar-sized apartment; and
- All actual reasonable moving costs.

For example, with a \$2,000 per month apartment for a tenant who has lived in an apartment for five years and must vacate in the middle of the month, the payment would be estimated at \$2,282 for the security deposit with accumulated interest over five years, \$1,000 for the pro rata rent, \$6,000 for the cash equivalent of three-month median market rent, and \$500 in moving costs, for a total of \$9,782. If the tenant owes rent, the owed rent would be subtracted from the relocation assistance payment. If the tenant is formally evicted in court, the landlord would not have to pay relocation assistance.

Staff also recommend requiring the landlord to provide an additional sum for households where one tenant is over 62 years of age, handicapped, disabled, or a legally dependent child, given the additional burden of displacement. This amount could be set via the annual resolution for per diem temporary relocation assistance payments.

Finally, the policy would include a right to return provision stating that should the property be able to operate as rental housing again in the future, the displaced tenant must be provided the first right to reoccupy the property.

Penalties

Background

To hold landlords and tenants accountable for following the requirements of code and disincentivize code violations, there need to be appropriate consequences set in place. There are multiple forms of penalties that can include: municipal infractions, lawsuits, and license penalties. Of these, the most commonly employed method across the nation is the imposition of fines via municipal infractions. Currently in Rockville, the maximum fine that can be levied against landlords for a violation of Chapter 18 is \$100.

In Washington, D.C., the minimum fine for violations of their landlord-tenant chapter is \$100, but that can go up to \$5,000 per violation.³⁰ Similarly, as of October 2025, Maryland increased the maximum penalty for municipal infractions from \$1,000 to \$5,000.³¹ Virginia considers each day that passes a separate infraction and meaning penalties could stack up quickly, even though the maximum penalty for such occurrences initially is only \$2,500.³² The Virginia code also goes a step further in stating that a third offense in 10 years, where the previous two were convicted, could lead to a maximum penalty of \$10,000. Suffice to say, Rockville's current standard remains significantly below these marks and as such does not provide as much of an incentive to dissuade potential bad actors compared to neighboring jurisdictions.

Recommendation

Staff recommend amending the fee resolution to allow for a range of fees up to \$5,000, with varying fees depending on the violation.

PROGRAMMATIC ACTIONS AND FUTURE CODE AMENDMENTS

Staff recognize that creating a healthy ecosystem for both landlords and tenants goes beyond what can be covered in Chapter 18 alone. As such, the following recommendations are outside of the scope of the current chapter rewrite, but are nonetheless important to consider when aiming to achieve the goals of housing stability, transparency, and tenant agency.

1. Increase landlord and tenant education.

Following the adoption of the Chapter 18 update, staff intend to create a Landlord-Tenant Handbook and other educational materials that will allow both parties to clearly understand their rights and responsibilities as well as city resources. Examples of educational materials include updating the Rockville lease addendum for landlords to use to ensure compliance with

³⁰ <https://code.dccouncil.gov/us/dc/council/code/sections/42-3509.01>

³¹

<https://mgaleg.maryland.gov/mgaweb/Legislation/Details/sb0820?ys=2025RS&search=True#:~:text=Increasing%20from%20%241%2C000%20to%20%245%2C000,resolutions%20enacted%20by%20the%20municipality.>

³² <https://codes.findlaw.com/va/title-36-housing/va-code-sect-36-106/>

city code and providing a fee schedule template. In addition, staff intend to host regular city-wide landlord and tenant events to build community, share resources, and receive feedback.

2. Support tenant outreach and organizing.

Staff recommend taking additional steps to further empower tenants to exercise their rights and connect each other with resources. The city could provide grants to existing or nascent tenant organizations to assist them in paying for food, printing materials, events, or other needs. Another option could be to contract with non-profit organizations who specialize in tenant outreach and can provide guidance on how to establish a tenant organization.

3. Continue and expand support for tenants facing eviction.

Eviction is the ultimate example of housing instability. As Rockville faces an upward trend in evictions, the city should continue to support tenants through REAP. As discussed earlier, there are other strategies the city can take to further prevent and mitigate evictions, such as by expanding the right to legal counsel for evictions.

4. Consider amendments to other chapters of city code.

In the future, Mayor and Council could consider code amendments addressing the following policies:

- *Tenant Opportunity to Purchase (TOPA)* – City code currently provides an opportunity for tenants renting condominiums to purchase the unit if it goes on the market. Additionally, state law requires “landlords who plan to sell a property with three or fewer residential rental units must provide the current tenant(s) the first opportunity to make an offer to purchase the property.”³³ This leaves out tenants in buildings with four or more units who may want to purchase the property or designate their right of first refusal to a non-profit or mission-driven owner. This can be a strategy for affordable housing preservation and homeownership.
- *Cooling requirements* – City Code Chapter 5, Building and Property Maintenance Regulations incorporates the 2021 International Property Maintenance Code (IPMC), which includes heating but not cooling requirements.³⁴ If a rental property already provides air conditioning, the IPMC requires the system to be maintained in safe working condition and capable of its intended function. Montgomery County is the only locality in the D.C. region with cooling requirements, which state that rental facilities must be capable of maintaining a temperature of 80°F or less from June 1 to September 30. Recognizing the extreme heat experienced in the region and its harmful effects on health, staff recommend considering a similar requirement to Montgomery County.

³³ <https://dhcd.maryland.gov/Tenant-Landlord-Affairs/Pages/Right-of-First-Refusal.aspx>

³⁴ From October 1 to May 15, rental facilities must maintain a minimum temperature of 68°F in all habitable rooms, bathrooms, and toilet rooms.

- *Protections for commercial landlords and tenants* – Chapter 18 focuses on residential rental facilities but does not cover commercial rental facilities. The Maryland Consumer Protection Act provides some protection for commercial tenants, but generally commercial leases are thought to be between two parties with a high degree of knowledge to protect their interests in lease negotiations. While this may be true, the University of Maryland’s Small Business Anti-Displacement Network identifies that small businesses, especially immigrant-owned small businesses, might be at-risk of being taken advantage of due to exploitative or unclear lease terms.³⁵ As such, staff recommend this as a future area of research and potential action for the Mayor and Council.
- *Consumer protections for senior living facilities* – Tenants of senior living facilities are considered month-to-month tenants and are afforded protections under Chapter 18 as such. The State of Maryland provides the Office of Health Care Quality, which monitors the quality of care in Maryland’s health care facilities, investigates complaints, and can fine nursing homes or assisted living facilities.³⁶ There is also a Long-Term Care Ombudsman who helps residents in long-term care facilities maintain their legal rights, control their care, and retain their personal dignity.³⁷ However, there may be additional opportunities for enhanced consumer protection of seniors given their unique situation.

Mayor and Council History

Housing is one of the Mayor and Council’s five focus areas. In June 2024, a high-level briefing was presented outlining the city’s housing crisis and policy landscape. Later in 2024, there were three work sessions on the city’s housing strategies, during which updating City Code Chapter 18, Rental Facilities and Landlord-Tenant Relations was approved by the Mayor and Council as one of the strategies.

The following work sessions related to Chapter 18 were held previously:

- June 16, 2025 – An initial work session specifically related to transparency. During that work session, staff presented preliminary recommendations on data collection and reporting requirements, lease requirements, and other posting requirements. Mayor and Council feedback was incorporated into
- November 10, 2025 – During a work session on rental licensing inspections, staff recommended enhancements to the programs that will be codified in the updated chapter.
- December 8, 2025 – Staff presented proposed changes to current code as well as new policies related to algorithmic rent pricing, court costs and legal fees, fee transparency and restrictions, guarantor requirements, and repair and deduct.

³⁵ <https://antidisplacement.org/toolkit/strategies/commercial-tenant-protections/>

³⁶ <https://www.peoples-law.org/protecting-your-rights-long-term-care-facilities>

³⁷ <https://www.peoples-law.org/protecting-your-rights-long-term-care-facilities>

Feedback from previous work sessions was incorporated into this work session and will be reflected in staff's proposed draft of Chapter 18.

Public Notification and Engagement

Staff hosted two virtual input meetings: one with landlords on May 20, 2025 and one with tenants on May 27, 2025. During these meetings, participants received a presentation about the landlord-tenant code update project, answered polling questions, and participated in breakout rooms where staff members facilitated discussion with preset questions. Additionally, staff held interviews with and received feedback from stakeholder organizations.

Since the spring, staff have also solicited feedback through the project's Engage Rockville webpage. The webpage includes project information, a survey, comment form, and question portal. An email sharing information about the December 8, 2025 Mayor and Council work session on the landlord-tenant code rewrite was sent out on November 24, 2025 to those who had registered to receive updates about the project.

Feedback from meetings, interviews, emails, and the Engage Rockville tools has been thoroughly reviewed and taken into consideration in forming staff's recommendations for the Chapter 18 rewrite. Below is a summary of the feedback received:

Tenant concerns primarily included:

- Rising rents and desire for rent stabilization.
- New fees, including but not limited to technology, amenity, application, hold, court, eviction, and month-to-month fees.
- Discrepancies between the city and county can be confusing and result in fewer protections for tenants.
- Lack of information, including but not limited to rental license status, code infractions, landlord contact information, and past rent increases.
- Desire for a relocation assistance policy, but recognition that the county's policy has had implementation challenges.
- Neglected or untimely maintenance.
- Protection against retaliation.
- Lack of an air conditioning requirement.

Landlord concerns primarily included:

- Increasing costs, including but not limited to taxes, fees, and HOA/condo payments.
- Length and difficulty of eviction proceedings.
- Difficulty of applying for a rental license, particularly when compared with Montgomery County.
- Responsiveness of city staff and lack of clear points of contact.
- Keeping up with and adhering to code requirements, especially when differentiating between Montgomery County and City of Rockville.

- Confusion around Voluntary Rent Guidelines.

Next Steps

The feedback received from the Mayor and Council will be incorporated into staff's final recommendations for the comprehensive update to City Code Chapter 18, Rental Facilities and Landlord-Tenant Relations. The updated chapter is tentatively scheduled for May 18, 2026, for consideration and adoption.

Staff will conduct additional outreach and engagement to receive feedback from landlords, tenants, and other community stakeholders on the initial draft of the new chapter. Staff will then be able to make appropriate changes to the draft code language prior to its consideration and adoption at the May 18 Mayor and Council meeting. At that time, the Mayor and Council will also receive a summary of public feedback collected during the additional outreach and engagement period.

Attachments

02.23.2026 Chapter 18 Rewrite Work Session Presentation final (2)



Mayor and Council

Work Session – Chapter 18 Code Update,
Rental Facilities and Landlord-Tenant
Relations

February 23, 2026



Outline

- Requested Feedback
- Background
- Follow-up Research
- New Policies
- Programmatic Actions & Future Code Amendments
- Next Steps
- Requested Feedback



Requested Feedback

Do you agree with staff's recommendations for:

1. Background Check Restrictions
2. Relocation Assistance
3. Penalties
4. Programmatic Actions & Future Code Amendments



Background

A large green triangle pointing to the right, located in the top-left corner of the slide.

Background

- Housing is one of five focus areas.
- Fall 2024: Three work sessions on the city's housing strategies. Comprehensively updating Chapter 18 was approved as a strategy by the Mayor and Council.
- June 2025: Work session on data reporting and transparency.
- November 2025: Work session on rental licensing inspections.
- December 2025: Work session on existing code and new policies.



Background

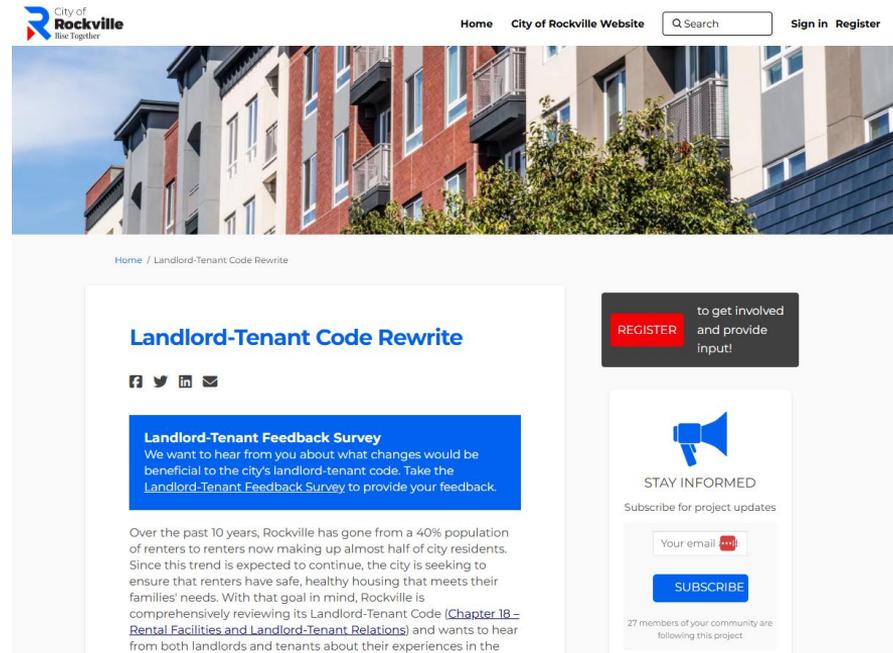
Goals for the Landlord-Tenant Code Rewrite

- Provide clarity on existing code elements.
- Consider alignment with surrounding jurisdictions' codes and ensure alignment with state of Maryland law.
- Improve housing stability and opportunities for tenant agency.
- Require greater transparency for tenants.
- Review local and national best practices.
- Better connect data collection and city goals.

Background

Public Engagement

- Hosted two virtual input meetings – one with landlords, one with tenants
- Published Engage Rockville webpage with project information, survey, comment form, and question portal
- Received input and met with stakeholders



Screenshot of Engage Rockville Webpage



Background

Public Feedback – Tenant Concerns

- Rising rents and desire for rent stabilization
- New fees
- Discrepancies between the city and county protections
- Lack of information regarding landlord and property
- Desire for a relocation assistance policy
- Neglected or untimely maintenance
- Protection against retaliation
- Lack of an air conditioning requirement



Background

Public Feedback – Landlord Concerns

- Increasing costs (taxes, fees, HOA payments)
- Length and difficulty of eviction proceedings
- Difficulty of rental license application process
- Responsiveness of city staff and lack of clear points of contact
- Keeping up with and adhering to code requirements
- Confusion around Voluntary Rent Guidelines



Follow-up Research



Follow-up Research

Fee Restrictions

- No studies on the effect of fee caps locally or nationally
- Similar downsides to rent caps
- Potential unintended consequence: short-term rent adjustments to compensate for lost fee revenue

Follow-up Research

Two-Year Lease Terms

- Recommendation for landlords to *offer* a two-year lease term
- Current code language allows for landlords with “reasonable cause” to not provide an initial lease term of one-year
- No studies on the effects of two-year versus one-year leases
- Over half of Rockville renters have been in the same home for more than one year
- Longer lease terms can pose benefits and risks to both landlords and tenants

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Follow-up Research

Eviction Assistance

City either currently offers, is working to enhance, or is exploring all key strategies:

1. Emergency rental assistance
2. Security deposit assistance
3. Access to legal counsel
4. Investments in affordable housing
5. Investments in preventative programs



New Policies

New Policies

Background Check Restrictions

Background

- Tool for landlords to protect against risky tenants but can end up being overly punitive for prospective tenants with criminal or eviction records
- Can lead to decisions based on historic and systemic inequities rather representing of a person's current capacity to be a good tenant
- Clean slate policies have become increasingly popular

Recommendation

- Align with Montgomery County's Housing Justice Act, including Ban the Box and anti-discrimination components
- Prohibit landlords from asking about eviction history on rental applications
- Confirm compliance as a part of the rental license renewal process

New Policies

Eviction Filing

Background

- Increased frequency of tenants with large rental arrears (>\$10k) that cannot be cleared with public/non-profit funds
- Tenants must have an active court summons or judgement to receive assistance from both Rockville and Montgomery County
- Potential for bad faith landlords to abuse this system by waiting to file for eviction until balance is too large to clear
- Mandatory evictions are not

Recommendation

- None at this time



New Policies

Relocation Assistance

Background

- Can be required in situations where landlord is found to be responsible for tenant's displacement, whether temporary or permanent
- Local case studies from Montgomery County, Takoma Park, D.C., and Arlington and Fairfax Counties
- National case studies from Minneapolis, Portland, Seattle, and California

Recommendation

- Establish temporary and permanent relocation assistance requirements

New Policies

Temporary Relocation Assistance Recommendations

Required when:

- When the city has deemed that a rental housing unit cannot be occupied.

Assistance required:

- 30 days or less: tenant may be temporarily placed in a safe and sanitary hotel/motel, receive per diem money for temporary housing and expenses, or alternate comparable housing
- 31 days or more: tenant receives per diem money or alternate comparable housing, plus all reasonable moving and storage costs.

New Policies

Temporary Relocation Assistance Recommendations

- Comparable housing must be similar in location and have a similar number of bedrooms, accessibility, and pet allowance (if tenant has pets)
- Per diem payments would be set by annual Mayor and Council resolution
- Landlord may require tenant to use renters insurance but is responsible for costs required by code but not covered by renters insurance
- Tenant would remain responsible for rent during displacement period but not for fees for amenities/services they are unable to use or access
- Once unit is safe to inhabit, tenant would have first right to return

New Policies

Permanent Relocation Assistance Recommendations

Required when:

- Rental license is suspended or revoked;
- City deems unit uninhabitable and cannot be made habitable;
- Tenant relinquishes tenancy in unpermitted rental housing that cannot or will not be permitted;
- Tenant relinquishes tenancy following temporary displacement of at least six months; or
- Unit will be demolished, redeveloped, substantially renovated, or changed in use, requiring a tenant household earning less than 50% of the area median income to move.

New Policies

Permanent Relocation Assistance Recommendations

Payment would include:

- A full refund of security deposit with accumulated interest;
- Pro rata rent for the remainder of the month;
- The cash equivalent of three-month median market rate rent for a similar-sized apartment;
- All actual reasonable moving costs; and
- If applicable, an additional sum for households where one tenant is over 62 years of age, handicapped, disabled, or a legally dependent child.

Example: \$2,000/month apartment with a five-year tenancy that must vacate in middle of month would receive an estimated \$9,782.

Tenants would have first right to return should the property operate as rental housing in the future.

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Penalties

Background

- Penalties can be municipal infractions, license penalties, or legal action
- Current maximum fine for violation of Chapter 18 is \$100, which is out of alignment with Maryland maximums and regional counterparts

Recommendation

- Amend the fee resolution to allow for a range of fees up to \$5,000, with varying fees depending on the violation



Programmatic
Actions &
Future Code
Amendments

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Programmatic Actions & Future Code Amendments

1. Increase landlord and tenant education.
2. Support tenant outreach and organizing.
3. Continue and expand support for tenants facing eviction.
4. Consider amendments to other chapters of city code.
 - Tenant Opportunity to Purchase
 - Cooling requirements
 - Protections for commercial landlords and tenants
 - Consumer protections for senior living facilities



Next Steps & Requested Feedback

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Next Steps

1. Staff draft new code based on Mayor and Council feedback
2. Additional outreach and engagement for stakeholder/community feedback on staff draft
3. Consider adoption on May 18, 2026

Requested Feedback

Do you agree with staff's recommendations for:

1. Background Check Restrictions
2. Relocation Assistance
3. Penalties
4. Programmatic Actions & Future Code Amendments



MAYOR AND COUNCIL Meeting Date: February 23, 2026
Agenda Item Type: MOCK AGENDAS
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: DORIS STOKES, ACTING CITY CLERK

Subject

Mock Agenda

Recommendation

Staff recommends the Mayor and Council review and provide comments.

Attachments

March 2, 2026 (Mock)



MAYOR AND COUNCIL

Meeting No. 06-26
Monday, March 2, 2026 - 5:30 PM

MOCK AGENDA

Agenda item times are estimates only. Items may be considered at times other than those indicated.

Ways to Participate

If you require a reasonable accommodation, for community forum or a public hearing and need reasonable accommodations, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280 or cityclerk@rockvillemd.gov or by filling this form: <https://www.rockvillemd.gov/services/request-a-reasonable-accommodation/>

Translation Assistance

If you wish to participate in person at a Mayor and Council meeting during community forum or a public hearing and may need translation assistance in a language other than English, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280, or cityclerk@rockvillemd.gov, or by using this form: <https://www.rockvillemd.gov/services/participate-in-a-community-forum/>

In-Person Attendance

Community members attending in-person who wish to speak during Community Forum, or a Public Hearing, should sign up using the form at the entrance to the Mayor and Council Chamber. In-person speakers will be called upon in the order they are signed to speak and before virtual speakers.

Note: In-Person Speakers will be called upon to speak before those who have signed up to speak virtually for Community Forum and Public Hearings.

Viewing Mayor and Council Meetings

The Mayor and Council are conducting hybrid meetings. The virtual meetings can be viewed on Rockville 11, Comcast, Verizon cable channel 11, livestreamed at www.rockvillemd.gov/rockville11, and available a day after each meeting at www.rockvillemd.gov/videoondemand.

Participating in Community Forum & Public Hearings:

If you wish to submit comments in writing for Community Forum or Public Hearings:

- Please email the comments to mayorandcouncil@rockvillemd.gov no later than 10:00 am on the date of the meeting.

If you wish to participate in-person or virtually in Community Forum or Public Hearings during the live Mayor and Council meeting:

1. Send your Name, Phone number, For Community Forum and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov or <https://www.rockvillemd.gov/services/participate-in-a-community-forum/> no later than 10:00 am on the day of the meeting. Each speaker will receive 3 minutes.
2. Send your Name, Phone number, the Public Hearing Topic and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov or <https://www.rockvillemd.gov/services/participate-in-a-public-hearing/> no later than 10:00 am on the day of the meeting.
3. On the day of the meeting, you will receive a confirmation email with further details, and two Webex invitations: 1) Optional Webex Orientation Question and Answer Session and 2) Mayor & Council Meeting Invitation.
4. Plan to join the meeting no later than approximately 20 minutes before the actual meeting start time.
5. Read for <https://www.rockvillemd.gov/DocumentCenter/View/38725/Public-Meetings-on-Webex> meeting tips and instructions on joining a Webex meeting (either by computer or phone).
6. If joining by computer, Conduct a WebEx test: <https://www.webex.com/test-meeting.html> prior to signing up to join the meeting to ensure your equipment will work as expected.

Participating in Mayor and Council Drop-In (Mayor Ashton and Councilmember Fulton)

The next scheduled Drop-In Session will be held by phone or in-person on Monday, March 9 from 5:15-6:15 pm with Mayor Ashton and Councilmember Fulton. Please sign up by 10 am on the meeting day using the form at:

<https://www.rockvillemd.gov/formcenter/city-clerk-11/sign-up-for-dropin-meetings-227>

1. **Convene - 5:30 PM**
2. **Pledge of Allegiance**
3. **Proclamation and Recognition - 5:35 PM**
 - A. Proclamation Declaring March 8-14, 2026, as Multiple Sclerosis Awareness Week
 - B. Proclamation Declaring March 10, 2026, as Harriet Tubman Day in Rockville, Maryland
 - C. Proclamation Declaring March 29, 2026, as National Vietnam War Veterans Day in Rockville, Maryland
 - D. Proclamation Declaring March 2026, as Women's History Month
4. **Agenda Review - 6:30 PM**

5. **City Manager's Report - 6:35 PM**
6. **Boards and Commissions Appointments and Reappointments - NONE**
7. **Community Forum - 6:40 PM**
8. **Special Presentations - 7:00 PM**
 - A. Bi-Annual Vision Zero Update
9. **Consent Agenda - 7:20 PM**
 - A. Authorize the City Manager to Execute a Contract with Espina Paving, Inc., M.T. Laney Co., Inc., and Manuel Luis Construction Co., Inc. for Asphalt Maintenance Responsive to IFB #08-26, in an Amount Not to Exceed \$6,000,000
 - B. Authorization for the City Manager to Execute Amendment 1 to the Grant Agreement Between the City and the Maryland Energy Administration for the Streetlight and Outdoor Lighting Efficiency FY2024 Grant Program
 - C. Authorization for the City Manager to Execute Two Easements for Public Improvements and Water Meter on Parcel A-1 and Lot 2, MetroPlace at Twinbrook
10. **Public Hearing - NONE**
11. **Action Items - 7:25 PM**
 - A. Introduction of an Ordinance Declaring 5,867 sq. ft. of Property Located at 301 Frederick Avenue to be No Longer Necessary for Public Use and Authorizing the Conveyance of Said Property to the 715 Douglass Avenue Property Owner for Nominal Consideration
12. **Worksession - 7:40 PM**
 - A. JEDI Strategic Plan Process and Approach
13. **Mock Agenda - 8:40 PM**
 - A. Mock Agenda
14. **Old / New Business - 8:45 PM**
15. **Adjournment - 9:00 PM**