



MAYOR AND COUNCIL

Meeting No. 15-26
Monday, June 1, 2026 - 5:30 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 Shaw)

The next scheduled Drop-In Session will be held by phone or in-person on Monday, June 8 from 5:15-6:15 pm with Mayor Ashton and Councilmember Shaw. 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 July 17, 2026, as Mattie J. T. Stepanek Peace Day in Rockville, Maryland
 - B. Proclamation Declaring June 5, 2026, as National Gun Violence Awareness Day, June 5-7, 2026, as Awareness Weekend, and June 2026 Awareness Month in Rockville, Maryland
 - C. Proclamation Declaring June 14, 2026, as Flag Day in Rockville, Maryland
 - D. Proclamation Declaring June 15-21, 2026, as Men's Health Week in Rockville, Maryland

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- E. Proclamation Declaring June 19, 2026, as Juneteenth in Rockville, Maryland
 - F. Proclamation Declaring June 20, 2026, as World Refugee Day
 - G. Proclamation Declaring June 2026 as Caribbean-American Heritage Month
 - H. Proclamation Declaring June 2026 as LGBTQ+ Pride Month in Rockville, Maryland
 - I. Proclamation Declaring July 26, 2026, as the 36th Anniversary of the Americans with Disabilities Act of 1990.
 - J. Proclamation Declaring July 2026 as Park and Recreation Month in Rockville, Maryland
- 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. Presentation of Board of Appeals 2025 Annual Report
 - 9. **Consent Agenda - 7:20 PM**
 - A. Approve and authorize the City Manager to execute the Fiscal Year 2027 agreements that extend resident community performing arts organization status to Rockville Little Theatre, Rockville Musical Theatre, and Victorian Lyric Opera Company to enable these organizations to provide performances at the F. Scott Fitzgerald Theatre & Social Hall and use storage units located at Rockville Civic Center Park.
 - B. Authorize the City Manager to Execute the Youth and Teen Swim Team Support Agreement with the RMSC Parents Club, Inc. to formalize the City's long-standing arrangement to receive support for the City's competitive swim team program.
 - C. Approve and Authorize the City Manager to Execute a Project Agreement with the State of Maryland Department of Natural Resources (DNR) requesting Program Open Space funding in the amount of \$153,000 to fund a portion of the renovation of David Scull Park Improvements project.
 - D. Authorize the City Manager to enter into a Memorandum of Agreement with the Montgomery County Department of Police to assign a sworn member of the Rockville City Police Department to the Vice and Intelligence Unit.

- E. Approval of, and authorization of the City Manager to Execute the Moderately Priced Dwelling Unit Homeownership Program Agreement; and Approval of, and authorization of the City Manager to Execute the Declaration of Restrictive Covenants for Rockshire Project between the Mayor and Council of Rockville and EYA Development LLC, Subject to Approval as to Legal Form by the Acting City Attorney
- F. Award and Authorize the City Manager to Execute a Contract with T.Y. Lin International for Planning and Engineering Services for the Twinbrook Pedestrian and Bicycle Bridge Study Project, Responsive to RFP #05-26, in an Amount Not to Exceed \$381,296.00
- G. Approval of Minutes

10. Public Hearing - NONE

11. Action Items - 7:25 PM

- A. Consider Approval of Proposed 2027 MML Legislative Action Requests

12. Worksession - 7:45 PM

- A. Work Session #4 on Zoning Text Amendment Application TXT2026-00271, for the Zoning Ordinance Rewrite and Map Amendment Application MAP2026-00126, for the Comprehensive Map Amendment; Mayor and Council of Rockville, Applicants - Articles 9-13: Nonconformities, Signs, Historic Preservation, and Plats and Subdivision
- B. JEDI Strategic Plan Update

13. Mock Agenda - 9:45 PM

- A. Mock Agenda

14. Old / New Business - 9:50 PM

15. Adjournment - 10:00 PM



MAYOR AND COUNCIL Meeting Date: June 1, 2026
Agenda Item Type: PROCLAMATION
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: DANNY WINBORNE

Subject

Proclamation Declaring July 17, 2026, as Mattie J. T. Stepanek Peace Day in Rockville, Maryland

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommend Mayor and Council read, approve, and present proclamation to Dr. Jeni Stepanek, The Mattie J.T. Stepanek Foundation President.

Discussion

Mattie J. T. Stepanek, who was a young poet and peacemaker hero, passed away on June 22, 2004, from a rare form of muscular dystrophy. Mattie's poems of peace and hope have touched millions of lives, and his "Heartsongs" continues to reach out to people of all ages around the world.

Mattie's family chose to live in Rockville, Maryland, and Mattie loved his neighbors in the King Farm Community and his many friends throughout the City. Shortly after Mattie's death, his friends and neighbors in King Farm established the Mattie J.T. Stepanek Foundation with the mission of spreading Mattie's message of hope and peace. Mattie's Foundation offers educational and recreational programs, activities, and resources that encourage peacemaking and support the understanding of peace for individuals and our world.

In 2014, a congressional resolution was passed to declare July 17 (Mattie's birthday) as "National Peace Day" to honor Mattie's life and peace legacy.

Special Event:

Celebrate Mattie's 36th Birthday on July 11, 2026 (see below under Public Notification and Engagement).

Mayor and Council History

The Mayor and Council proclaim this proclamation annually.

Public Notification and Engagement

Celebrate Mattie’s 36th Birthday on July 11, 2026, and attend the inaugural **Cornhole for Peace Tournament** to benefit the **Mattie Stepanek Peace Foundation,** along with a **“Toast2Peace on Peace Day”** event, and **World of Beer in Downtown Rockville.** **This event will take place from 2:00 p.m. to 5:00 p.m.,** and include entertainment (music, dance, comedy) and our traditional peace activities - including a 2026 community mosaic!

Attachments

Proclamation Declaring July 17, 2026, as Mattie J. T. Stepanek Peace Day in Rockville, Maryland



WHEREAS, Mattie J. T. Stepanek was an American poet, ambassador, and advocate for peace in our world; and

WHEREAS, at the age of 3, Mattie started to write poetry, which he referred to as his “Heartsongs,” enabling him to cope with a rare and fatal form of muscular dystrophy, a disease that also claimed the lives of his sister and two brothers; and

WHEREAS, the message contained in Mattie’s “Heartsongs” touched the lives of people around the world, reaching individuals of all ages, races, nationalities, faiths, abilities, and aspirations; and

WHEREAS, after his death on June 22, 2004, *Just Peace*, a collection of essays on peace and Mattie’s correspondence with former President Jimmy Carter, was published and awarded the Independent Publisher Gold Medal Award for the Outstanding Book of the Year in 2007 in the Peacemaker Category, and June 2026 marked the 22nd anniversary of Mattie’s passing.

WHEREAS, the Stepanek family chose to live in Rockville, and Mattie loved his City, neighbors, and friends; and

WHEREAS, on October 18, 2008, the City of Rockville honored Mattie J. T. Stepanek for his remarkable contributions to his community and to people all over the world by naming 26 acres of park area in the King Farm community for him; and

WHEREAS, the Mattie J. T. Stepanek Foundation will host “Toast2Peace on Peace Day” celebrating Mattie’s 36th Birthday, and the inaugural Cornhole for Peace Tournament to benefit the Mattie Stepanek Peace Foundation - July 11, 2026, from 2:00 p.m. to 5:00 p.m., - World of Beer - 196 E. Montgomery Ave., Rockville, MD.

NOW, THEREFORE, the Mayor and Council of the City of Rockville, Maryland, do hereby proclaim **July 17, 2026, as Mattie J. T. Stepanek Peace Day**, and encourage all members of the community to recognize the many contributions of Mattie J. T. Stepanek by thinking gently, speaking gently, and living gently, the motto by which this courageous young man lived his life.




Monique Jackson, Mayor


Kate Futsy, Councilmember


Izola (Zola) Shaw, Councilmember


Barry Jackson, Councilmember


Marissa Valeri, Councilmember


David Myles, Councilmember


Adam Van Grack, Councilmember

June 1, 2026



MAYOR AND COUNCIL Meeting Date: June 1, 2026

Agenda Item Type: PROCLAMATION

Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE

Responsible Staff: DANNY WINBORNE

Subject

Proclamation Declaring June 5, 2026, as National Gun Violence Awareness Day, June 5-7, 2026, as Awareness Weekend, and June 2026 Awareness Month in Rockville, Maryland

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommend the Mayor and Council read, approve, and present proclamation to Maria Pekala, Maryland Chapter, Moms Demand Action for Gun Sense in America, and other Chapter members.

Discussion

National Gun Violence Awareness Day, also known as **#WearOrange Day**, is on June 5, 2026, the first Friday of the month. The day recognizes the more than 100,000 people killed or wounded by gunfire in the United States each year. The day also kicks off Wear Orange Weekend, which will take place June 5–7, 2026, and will feature virtual and in-person events across the country. Orange is the color Hadiya Pendleton's friends wore in her honor and is worn throughout the nation to raise awareness about gun violence.

Every day, more than 300 people are directly impacted by gun violence in the United States. Gun Violence Awareness Month was created to draw attention to this tragic reality and demand life-saving change. Every day, nearly 130 people in the United States are killed with guns, and more than twice as many are shot and wounded, and countless others are impacted by acts of gun violence.

Of the 300 largest U.S. cities, cities in states with the strongest gun laws experienced 19.4 percent fewer total gun homicides in 2023 than in 2022, while cities in states with the weakest gun laws saw only 5.1 percent fewer total gun homicides. Analysis of incident-level data from the Gun Violence Archive reveals of the 300 largest U.S. cities, cities in states with the strongest gun laws experienced 19.4 percent fewer total gun homicides in 2023 than in 2022, while cities in states with the weakest gun laws saw only 5.1 percent fewer total gun homicides—more than a 14 percent difference between cities in states with the strongest gun laws and those with the weakest gun laws.

GUN VIOLENCE IN MARYLAND

The Maryland Department of Health Center for Firearm Violence Prevention and Intervention created a Maryland Firearm Violence Data Dashboard. From the dashboard, we can learn important statistics about gun violence in our state. In 2024, Maryland experienced 671 firearm fatalities, including homicides, suicides, and unintentional shootings. The gun violence rate in the state has gone down by about 17% over the last five years (2020-2024).

According to data released by the U.S Attorney’s Office in Baltimore, Maryland saw a major reduction in violent crimes in 2024. Statewide violent crime from 2021 to 2024 is down:

Maryland Statewide Violent Crimes – 2021 - 2024				
	2021	2022	2023	2024
Homicides	659	599	519	455
Non-Fatal	1332	1287	1190	891

There is more good news!

In 2025, Maryland saw a reduction in gun violence, with homicides and non-fatal shootings decreasing in Baltimore. The Baltimore Police Department reported a 23% decrease in homicides and a 34% decrease in non-fatal shootings in Baltimore City. Statewide, homicides decreased by 32% since 2021, with Baltimore City experiencing a 41% decrease.

Additional Statistics:

Homicides: In 2025, there were 608 fatalities caused by firearms in Maryland; among those deaths, 45.4% were homicides and 52.6% were suicides.

Suicides: In 2025, 51% of all suicides involved firearms. 1 out of every 5 firearm suicides involved a long gun, such as a rifle or a shotgun.

Non-fatal shootings: In 2025, there were 644 Emergency Department visits for non-fatal firearms-related injuries.

Youth Victims: Montgomery County has recently experienced gun violence in its schools.

Victims’ Families: Firearm violence has a devastating effect on victims, family, friends, and the community.

While numbers are trending down, there is still work to be done to totally eradicate gun violence in Maryland and throughout America.

Mayor and Council History

The Mayor and Council proclaim this proclamation annually.

Public Notification and Engagement

Event #1 - **Wear Orange** will take place on Friday, June 6, 2026. Join everyone wearing orange to honor survivors and build community with those working to end gun violence.

Attachments

Proclamation Declaring June 5, 2026 as Gun Violence Awareness Day and June 5-7, 2026, as Gun Violence Awareness Weekend



WHEREAS, in 2024, Maryland experienced 671 firearm fatalities, including homicides, suicides, and unintentional shootings; and

WHEREAS, while homicides and gun violence are down significantly in Maryland compared to nationwide, guns are still the leading cause of death among children and teens every year, and we still need to work to eliminate gun violence and gun homicides across the country; and

WHEREAS, Rockville, Maryland, and other cities across the nation are working to end this senseless violence with evidence-based solutions, and in support of these efforts, the State of Maryland passed legislation in 2024 restricting ghost guns; and

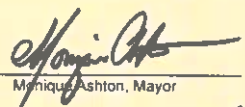
WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 5, 2026, people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to - (1) Hadiya Pendleton and other victims of gun violence; and (2) the loved ones of those victims; and


WHEREAS, vigils and events will be held in Montgomery County and throughout Maryland to raise awareness regarding gun violence, and to honor the lives of gun violence victims and survivors in our area and across the nation; and


WHEREAS, Rockville community members renew their commitment to reduce gun violence and pledge to do all they can to keep firearms out of the wrong hands and encourage responsible gun ownership to help keep our communities safe, and the City of Rockville, in partnership with the Montgomery County State's Attorney's Office, participates in the Gun Buy-Back program annually.


NOW, THEREFORE, the Mayor and Council of the City of Rockville, Maryland, declare **June 5, 2026**, as **Gun Violence Awareness Day**, **June 5-7, 2025**, as **Gun Violence Awareness Weekend**, and **June 2026**, as **National Gun Violence Awareness Month**, and encourage all residents to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.






Monique Ashton, Mayor

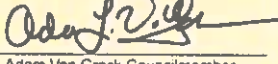

Kate Fulton, Councilmember


Izola (Zola) Shaw, Councilmember


Barry Jackson, Councilmember


Manissa Valeri, Councilmember


David Myles, Councilmember


Adam Van Grack, Councilmember

June 1, 2026



MAYOR AND COUNCIL Meeting Date: June 1, 2026

Agenda Item Type: PROCLAMATION

Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE

Responsible Staff: DANNY WINBORNE

Subject

Proclamation Declaring June 14, 2026, as Flag Day in Rockville, Maryland

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommend the Mayor and Council read, approve, and present proclamation to Henderson Smith Edmonds, American Legion Post 86 Color Guard.

Discussion

The American Flag is a living symbol of our great nation. Its care is essential to honor our country's past, present, and future.

Flag Day, also called **National Flag Day**, in the United States, is a day honoring the national flag, observed on June 14. The holiday commemorates the date in 1777 when the United States approved the design for its first national flag.

Many Americans celebrate Flag Day by displaying the Red, White, and Blue in front of homes and businesses. The day commemorates the adoption of the Stars and Stripes as the official flag of the United States.

Flag Day is a non-federal holiday in the United States that honors the history and meaning of the American Flag. To celebrate Flag Day, get a high-quality American flag and display it in a prominent location outside of your home. Raise the flag at sunrise and lower it at sunset to adhere to the U.S. Flag Code.

Respect for the flag:

No disrespect should be shown to the flag of the United States of America; the flag should not be dipped to any person or thing. Regimental colors, State flags, and organization or institutional flags are to be dipped as a mark of honor.

- (a) The flag should never be displayed with the union down, except as a signal of dire distress in instances of extreme danger to life or property.

- (b) The flag should never touch anything beneath it, such as the ground, the floor, water, or merchandise.
- (c) The flag should never be carried flat or horizontally, but always aloft and free.
- (d) The flag should never be used as wearing apparel, bedding, or drapery. It should never be festooned, drawn back, nor up, in folds, but always allowed to fall free. Bunting of blue, white, and red, always arranged with the blue above, the white in the middle, and the red below, should be used for covering a speaker's desk, draping the front of the platform, and for decoration in general.
- (e) The flag should never be fastened, displayed, used, or stored in such a manner as to permit it to be easily torn, soiled, or damaged in any way.
- (f) The flag should never be used as a covering for a ceiling.
- (g) The flag should never have placed upon it, nor on any part of it, nor attached to it any mark, insignia, letter, word, figure, design, picture, or drawing of any nature.
- (h) The flag should never be used as a receptacle for receiving, holding, carrying, or delivering anything.
- (i) The flag should never be used for advertising purposes in any manner whatsoever. It should not be embroidered on such articles as cushions or handkerchiefs and the like, printed or otherwise impressed on paper napkins or boxes, or anything that is designed for temporary use and discard. Advertising signs should not be fastened to a staff or halyard from which the flag is flown.
- (j) No part of the flag should ever be used as a costume or athletic uniform. However, a flag patch may be affixed to the uniform of military personnel, firemen, policemen, and members of patriotic organizations. The flag represents a living country and is itself considered a living thing. Therefore, the lapel flag pin, being a replica, should be worn on the left lapel near the heart.
- (k) The flag, when it is in such condition that it is no longer a fitting emblem for display, should be destroyed in a dignified way, preferably by burning.

Position and manner of display

- When flags of two or more nations are displayed, they are to be flown from separate staffs of the same height. The flags should be of approximately equal size. International usage forbids the display of the flag of one nation above that of another nation in time of peace.
- The flag of the United States of America, when it is displayed with another flag against a wall from crossed staffs, should be on the right, the flag's own right, and its staff should be in front of the staff of the other flag.
- The flag of the United States of America should be at the center and at the highest point of the group when several flags of States or localities or pennants of societies are grouped and displayed by the staff.

Mayor and Council History

The Mayor and Council proclaim this proclamation annually.

Attachments

Proclamation Declaring June 14, 2026, as Flag Day in Rockville, Maryland (250th Anniversary of the Army Recognition added)

Proclamation



ROCKVILLE • MARYLAND

WHEREAS, by resolution of the second Continental Congress dated June 14, 1777, the first official flag of the United States was adopted; and

WHEREAS, by Act of Congress dated August 3, 1949, June 14 of each year was designated as "**National Flag Day**;" and

WHEREAS, on December 8, 1982, the National Flag Day Foundation was chartered to conduct educational programs and to encourage all Americans to **PAUSE FOR THE PLEDGE** of Allegiance as part of National Flag Day ceremonies; and

WHEREAS, the American flag is a living symbol of our great nation. It is essential to honor our country's past, present, and future, and the American flag should never be displayed lower than any other flag, and should not be used as wearing apparel, bedding, costume, or as an athletic uniform, among other things; and

WHEREAS, on **July 4, 2026**, we will celebrate the **250th Anniversary of America**, and we will pause to thank our dedicated military for their service on this special anniversary; and

WHEREAS, Flag Day celebrates our nation's symbol of unity, a democracy in a republic, and stands for our country's devotion to freedom and to equal rights for all.

NOW, THEREFORE, the Mayor and Council of the City of Rockville, Maryland, do hereby proclaim **June 14, 2026**, as **FLAG DAY**, and also celebrate the **250th Anniversary of America**, and urge the Rockville community to pause at 7:00 p.m. on this date for the annual **PAUSE FOR THE PLEDGE**, and recite with all Americans, the Pledge of Allegiance to our Flag and Nation.




Monique Ashton, Mayor


Kate Fulton, Councilmember


Izola (Zola) Shaw, Councilmember


Barry Jackson, Councilmember


Manissa Valeri, Councilmember


David Myles, Councilmember


Adam Van Grack, Councilmember

June 1, 2026



MAYOR AND COUNCIL Meeting Date: June 1, 2026

Agenda Item Type: PROCLAMATION

Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE

Responsible Staff: DANNY WINBORNE

Subject

Proclamation Declaring June 15-21, 2026, as Men's Health Week in Rockville, Maryland

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommend the Mayor and Council read and approve the proclamation.

Discussion

International Men's Health Week 2025 is June 15-21, 2026

Men's Health Week originated in the United States in 1994 and has since spread to countries around the world. The week was established as an opportunity to address the disparities in men's health outcomes and advocate for improved health education and awareness among men.

Led by Men's Health Network, representatives from six leading men's health organizations around the world met at the 2nd World Congress on Men's Health in Vienna, Austria, in 2002 and resolved to work together to launch International Men's Health Week (IMHW). The goal is to increase awareness of male health issues globally and to encourage inter- and intra-national institutions to develop health policies and services that meet the specific needs of men, boys, and their families.

By focusing on preventive measures, early detection, and proactive health management, Men's Health Week plays a crucial role in encouraging men to take responsibility for their well-being. It aims to reduce the stigma surrounding men's health issues, promote open dialogue, and empower men to make informed decisions about their health.

Men's Health Week 2026 presents a valuable opportunity to prioritize men's well-being, address health challenges, and promote healthy lifestyles. By actively participating in this empowering week, we can make a positive impact on the lives of men in our communities. Whether it's encouraging regular check-ups, organizing educational sessions, engaging in physical activities, sharing health information, or supporting men's health organizations, every effort counts towards creating a culture of proactive and holistic health among men.

Let us embrace Men’s Health Week 2026 as a time to raise awareness, foster open conversations, and empower men to take control of their physical and mental well-being. Together, we can make a difference and inspire a healthier future for all.

Men’s Health Week/Men’s Health Month

This awareness period was created by Senator Bob Dole and Congressman Bill Richardson with support from Men’s Health Network. It was passed by the U.S. Congress and signed into law by President Bill Clinton in 1994 as Men’s Health Week (The Week ending on the U.S. Father’s Day). Men’s Health Week is still celebrated as “a special awareness period recognized by Congress and the President’ and international Men’s Health Week is celebrated around the globe.

Men’s Health Month (June) is an annual awareness period designed to heighten the awareness of preventable health problems (mental and physical) and encourage early detection and treatment of disease among men and boys. Medical professionals and community activities use this opportunity to encourage regular self-exams and screenings.

Men’s Health Week is a dedicated week that shines a spotlight on the unique health concerns impacting men. It serves as a reminder of the importance of addressing and managing health issues proactively. Men’s Health Week encourages men to take charge of their well-being, make informed decisions about their lifestyle choices, and seek appropriate medical support when needed.

Wear BLUE Day is celebrated on the Friday of Men’s Health Week (Friday, June 19, 2026).

Mayor and Council History

The Mayor and Council proclaim this proclamation annually.

Public Notification and Engagement

‘**Wear Blue Day,**’ an annual event during Men’s Health Week, occurs on Friday, June 19, 2026.

Attachments

Proclamation Declaring June 15 - 21, 2026, as Men's Health Week and June 2026 as Men's Health Month



WHEREAS, despite advances in medical technology and research, men's life expectancy continues to average five years less than women's, with men of Native American and African American ethnic backgrounds having the lowest life expectancy overall; and

WHEREAS, educating the public about the importance of a healthy lifestyle and early detection of male health issues will assist in reducing the number of deaths caused by detectable and preventable diseases; and

WHEREAS, men who understand the important role that preventative health can play in prolonging their lifespan and role as productive family members, will be more likely to participate in health screenings; and

WHEREAS, Men's Health Week ends with Father's Day, to celebrate fathers, and those who strive to maintain a healthy lifestyle, as they are role models for their children, their families, friends, colleagues, and their community; and

WHEREAS, Men's Health Network worked with Congress to develop a national men's health awareness period as a special campaign to help educate men, boys, and their families about the importance of positive health attitudes and preventative health practices.

NOW, THEREFORE, the Mayor and Council of the City of Rockville, Maryland, do hereby proclaim **June 15 - 21, 2026, Men's Health Week and June 2026 Men's Health Month**, and encourage the Rockville community to support increased awareness and the importance of a healthy lifestyle, regular exercise, and medical checkups for men and their families.




Monique Ashton, Mayor


Kate Fulton, Councilmember


Izola (Zola) Shaw, Councilmember


Barry Jackson, Councilmember


Marissa Valeri, Councilmember


David Myles, Councilmember


Adam Van Grack, Councilmember

June 1, 2026



MAYOR AND COUNCIL Meeting Date: June 1, 2026

Agenda Item Type: PROCLAMATION

Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE

Responsible Staff: DANNY WINBORNE

Subject

Proclamation Declaring June 19, 2026, as Juneteenth in Rockville, Maryland

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommend Mayor and Council read, approve, and present proclamation to Jeanne Booth, Director of Justice, Equity, Diversity, and Inclusion (JEDI), City Manager's Office.

Discussion

Juneteenth is recognized each year on June 19th. In June 1865, Major General Gordon Granger and his Union troops landed in Galveston, Texas, and announced that the Civil War had ended. Major General Gordon read a proclamation declaring that all enslaved people were free, two-and-a-half years after President Abraham Lincoln's Emancipation Proclamation had declared that enslaved people living in the secessionist Confederate states were free. The first Juneteenth was celebrated in Texas. The name **Juneteenth** was derived by combining the word "**June**" and "**Nineteen.**" Today, Juneteenth is recognized across the country.

In 1996, Michigan Congresswoman Barbara-Rose Collins introduced the first legislation to recognize "Juneteenth Independence Day." Today, Juneteenth celebrates African American freedom and achievements. The day also encourages continuous self-development and improvement. While Juneteenth celebrates freedom, it also serves as a reminder of the need to recognize and eliminate systemic racism towards African Americans.

On July 20, 2020, the Mayor and Council unanimously voted to make Juneteenth a City holiday in Rockville.

Mayor and Council History

The Mayor and Council proclaim this proclamation annually.

Public Notification and Engagement

The City of Rockville will join Montgomery County to celebrate Juneteenth at a special event featuring live music, food, art, films, and awards from 1 p.m. to 10 p.m., Saturday, June 20, 2026, at the Annual Montgomery County Juneteenth Celebration.

This Year's Theme: JUNETEENTH – PUSHING BACK – THE FIGHT FOR FREEDOM IS NOT OVER

The Montgomery County Office of Human Rights coordinates the program, which also features the Living Legends Awards honoring County residents who have helped shape the cultural heritage of the African American community. Look for a City of Rockville table and City representatives at the celebration.

Reminder and Event Address:

Saturday, June 20, 2026, 1 pm - 10 pm

BlackRock Center for the Arts

12901 Town Commons Drive, Germantown, MD 20874

Attachments

Proclamation Declaring June 19 2026, as Juneteenth in Rockville, Maryland (JB Edits)

Proclamation



WHEREAS, in August 1619, the first recorded enslaved Africans arrived in Jamestown, Virginia, after enduring the brutal journey known as the Middle Passage; and

WHEREAS, for generations, enslaved Africans and their descendants endured the injustice and cruelty of enslavement while persevering with strength, resilience, and hope, contributing immeasurably to the foundation and progress of the United States; and

WHEREAS, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, declaring enslaved people in Confederate states to be free and paving the way for the abolition of slavery through the 13th Amendment; and

WHEREAS, on June 19, 1865, Major General Gordon Granger arrived in Galveston, Texas, and announced General Order No. 3, informing enslaved African Americans in Texas that they were free, marking a defining moment in American history; and

WHEREAS, Juneteenth commemorates both the celebration of freedom and the ongoing pursuit of justice, equality, and opportunity for all people; and

WHEREAS, since 1866, Juneteenth has been observed through gatherings, education, storytelling, music, civic engagement, and recognition of the enduring contributions of African Americans to our nation and communities; and

WHEREAS, in July 2020, the Mayor and Council of the City of Rockville unanimously voted to recognize June 19th as a City holiday, and Juneteenth officially became a federal holiday on June 17, 2021; and

NOW, THEREFORE, the Mayor and Council of the City of Rockville, Maryland, do hereby proclaim **June 19, 2026**, as **Juneteenth** in the City of Rockville and encourage all employees, residents, and visitors to commemorate this important day through reflection, learning, celebration, and renewed commitment to freedom, justice, dignity, and unity for all.




Monique Ashton, Mayor


Kate Fulton, Councilmember


Izola (Zola) Shaw, Councilmember


Barry Jackson, Councilmember


Marissa Valeri, Councilmember


David Myles, Councilmember


Adam Van Grack, Councilmember

June 1, 2026



MAYOR AND COUNCIL Meeting Date: June 1, 2026

Agenda Item Type: PROCLAMATION

Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE

Responsible Staff: DANNY WINBORNE

Subject

Proclamation Declaring June 20, 2026, as World Refugee Day

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommend the Mayor and Council read and approve the proclamation.

Discussion

World Refugee Day is an International Day organized by the United Nations every year on June 20. It is designed to celebrate and honor refugees from around the world. The day was first established on June 20, 2001, in recognition of the 50th anniversary of the 1951 Convention Relating to the Status of Refugees.

The event aims to recognize the strength of the refugees who have fled the conflict and persecution of their country in the hope of finding sanctuary and living a better life. World Refugee Day builds the concept of understanding for their plight, which shows one's resilience and courage in the rebuilding of their future.

The day is seen as an opportunity for everyone to experience, understand, and celebrate "the rich diversity" of the communities of refugees. Events such as theatre, dance, films, and music aim to allow refugee community organizations, voluntary and statutory organizations, local councils, and schools to host events during the week in order to honor the cause.

Theme for World Refugee Day 2026

The theme for World Refugee Day 2026 is "**Solidarity with Refugees.**" This theme highlights the importance of treating refugees with respect and advocating for their rights. It calls for communities and governments to take effective action to support and integrate refugees into society.

Key Aspects of the Theme

- **Respect and Dignity:** Emphasizes the need to treat refugees as individuals deserving of respect.
- **Advocacy:** Encourages active support for refugee rights and their integration into communities.

- **Community Engagement:** Urges local communities to create welcoming environments for refugees.

Goals of the Theme

- **Promote Equality:** Ensure refugees have equal opportunities in society.
- **Combat Prejudice:** Work against discrimination and negative stereotypes associated with refugees.
- **Support Integration:** Facilitate the process for refugees to become contributing members of their new communities.

World Refugee Day is also celebrated through World Refugee Week and is designed to provide an important chance for asylum seekers and refugees to be seen, listened to, and valued by the community in which they live.

Background

A refugee is an individual who leaves their country due to the ramifications of war, conflict, persecution, and violence they have faced within their home country. Through undertaking the process of crossing international borders, some refugees are often found to leave everything behind, carrying only the minimal clothing and possessions, with the plan to find safety and haven in a different country.

The 1951 Refugee Convention acknowledges a refugee as an individual who is unable to return to their country of origin owing to the well-founded fear of being affected by their race, religion, participation in a social group, or different political opinions.

From June 15 - 21, 2026, we will celebrate Refugee Week with the theme **“Courage.”**

What **“Courage”** means for Refugee Week 2026

The 2026 theme highlights:

- The daily courage refugees show in facing uncertain journeys, learning new languages, and navigating unfamiliar systems.
- The quiet, everyday acts of bravery—asking for help, sharing one’s story, trying something new, or simply continuing forward despite uncertainty.
- A call for communities to show collective courage: welcoming newcomers, standing up for dignity and protection, and celebrating culture and connection.
- The significance of 2026 marking the 75th anniversary of the 1951 Refugee Convention, reinforcing the global commitment to protection and hope.

Mayor and Council History

The Mayor and Council proclaim this proclamation annually.

Attachments

Proclamation Declaring June 20, 2026, as World Refugee Day, and June 15 - 21, 2026, as World Refugee Week in Rockville, Maryland



WHEREAS, World Refugee Day is an annual commemoration adopted by the United Nations in 2000 to honor and raise awareness of refugees; and

WHEREAS, more than 122.6 million displaced people have been forced from their homes worldwide, more than at any time in recorded history, including over 30 million refugees around the world; and

WHEREAS, refugees have fled their country because they have a well-founded fear of persecution because of their race, religion, nationality, sexual orientation, political opinion, or membership in a particular social group; and

WHEREAS, resettlement provides a haven when refugees cannot return home and cannot rebuild their lives in the country, and have fled due to lack of access to safety, shelter, health care, education, or protection; and

WHEREAS, World Refugee Day is dedicated to providing refugees with opportunities to rebuild and enjoy their lives in a safe environment with dignity and grace, and **World Refugee Week** is dedicated to bringing people together, bridging divides, and offering support and resilience, and the 2026 theme is **"Courage;"** and

WHEREAS, the City of Rockville is a welcoming city that celebrates the growing diversity of its residents and acknowledges that refugees, immigrants, and all newcomers enhance the culture and the economy; and

WHEREAS, residents of Rockville aspire to live up to our highest societal values of acceptance, equity, and inclusion, treat newcomers with decency and respect, and create a vibrant community for all.

NOW, THEREFORE, the Mayor and Council of the City of Rockville, Maryland, proclaim **June 20, 2026,** as **World Refugee Day,** and **June 15 - 21, 2026,** as **World Refugee Week,**




Monique Ashton, Mayor


Kate Fulton, Councilmember


Izola (Zola) Shaw, Councilmember


Barry Jackson, Councilmember


Mahasa Valeri, Councilmember


David Myles, Councilmember


Adam Van Greck, Councilmember



MAYOR AND COUNCIL Meeting Date: June 1, 2026

Agenda Item Type: PROCLAMATION

Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE

Responsible Staff: DANNY WINBORNE

Subject

Proclamation Declaring June 2026 as Caribbean-American Heritage Month

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommend Mayor and Council read, approve, and present proclamation to Althea Grey-McKenzie, Chair, National Caribbean American Heritage Month Steering Committee.

Discussion

National Caribbean American Heritage Month (NCAHM) began in 1999 with outreach to President Bill Clinton, asking for the recognition of August as National Caribbean American Heritage Month. This resulted in the first White House Caribbean American Community Briefing being held at the Clinton White House in 1999.

Congresswoman Barbara Lee led the effort to establish June as Caribbean American Heritage Month over a decade ago. On February 14, 2006, the resolution similarly passed the Senate, culminating a two-year, bipartisan, and bicameral effort. The Proclamation was issued by President George Bush on June 6, 2006.

Since the declaration, the White House has issued an annual proclamation recognizing June as Caribbean-American Heritage Month. This year marks the eighteenth celebration of June as National Caribbean American Heritage Month.

The campaign to designate June as National Caribbean American Heritage Month was spearheaded by Dr. Claire Nelson, Founder and President of the Institute of Caribbean Studies. Through the commemoration of this month, we hope to ensure that America is reminded that its greatness lies in its diversity, with Caribbean immigrants from founding father Alexander Hamilton to journalist Malcolm Gladwell, who have shaped the American dream.

In June 2000, National Caribbean American Heritage Month, and events were organized under that banner. In 2001, the Institute of Caribbean Studies was joined by the Trans Africa Forum and the Caribbean Staff Association of the World Bank to organize events during June, promoting recognition of June as National Caribbean American Heritage Month, and the momentum slowly began to build. In 2004, the efforts gathered steam when an Official

Campaign for June as National Caribbean American Heritage Month was launched upon the tabling of a Bill in the US Congress by Congresswoman Barbara Lee, with language provided by ICS Founder and President, Dr. Claire Nelson. ICS worked with the Office of Congresswoman Barbara Lee to galvanize support for the Bill from organizations across the country and organized events on Capitol Hill in recognition of June 2004. The Bill was reintroduced and passed the House in June 2005 and the Senate in February 2006. A Proclamation making the Resolution official was signed by President George Bush on June 5, 2006.

Mayor and Council History

The Mayor and Council proclaim this proclamation annually.

Attachments

Proclamation Declaring June 2026 as Caribbean American Heritage Month in Rockville, Maryland



WHEREAS, the commemoration of Caribbean-American Heritage Month was initiated in 2004 by Ms. Claire Nelson, Ph.D., and adopted by the U.S. House of Representatives in 2005, to recognize the significance of Caribbean people and their descendants on the history and culture of the United States; and

WHEREAS, since the declaration, the White House has issued an annual proclamation recognizing June as **Caribbean-American Heritage Month**; and


WHEREAS, during Caribbean-American Heritage Month, we acknowledge the significant ways Americans with roots in the Caribbean have shaped our culture and heritage, greatly enriching our society as scholars, business leaders, authors, community leaders, inventors, activists, athletes, artists, and musicians. Some notable leaders include Alexander Hamilton, the first Secretary of Treasury; Former Secretary of State Colin Powell; Celia Cruz, the world-renowned Salsa music pioneer; Shirley Chisholm, the first African American Congresswoman, Academy Award-winning actor Sidney Portier; Harlem Renaissance poet James Weldon Johnson author of *Lift Every Voice and Sing*, and his brother, John Rosamond Johnson, who composed the music to this famous poem; Supreme Court Justice Sonia Sotomayor, among many others. Caribbean Americans have made their mark in every facet of our society and have contributed to the betterment and diversity of our Nation, State, and City; and

WHEREAS, as we celebrate **Caribbean-American Heritage Month**, let us hold fast to the spirit that makes our country a beacon to the world. This month, let us remember that we are always at our best when we focus on what we can build up, and together let us strengthen the bonds that hold together the most diverse Nation on earth.

NOW, THEREFORE, the Mayor and Council of the City of Rockville, Maryland, do hereby proclaim **June 2026** as **Caribbean-American Heritage Month** in the City of Rockville, and urge all of the residents of our City to honor these cultural and historical bonds and be reminded that America's greatness lies in its diversity.





Monique Ashton, Mayor


Kate Fulton, Councilmember


Izola (Zota) Shaw, Councilmember


Barry Jackson, Councilmember


Manissa Valeri, Councilmember


David Myles, Councilmember


Adam Van Grack, Councilmember

June 1, 2026



MAYOR AND COUNCIL Meeting Date: June 1, 2026

Agenda Item Type: PROCLAMATION

Department: DEPARTMENT OF COMMUNICATIONS AND COMMUNITY ENGAGEMENT

Responsible Staff: CARLOS APARICIO

Subject

Proclamation Declaring June 2026 as LGBTQ+ Pride Month in Rockville, Maryland

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommend the Mayor and Council read, approve, and present proclamation to Gabrielle Zwi, Co-Chair of the Rockville Human Rights Commission, and members of the Rockville Pride Planning Committee.

Discussion

Lesbian, Gay, Bisexual, Transexual, Queer/Questioning Plus (LGBTQ+) Pride Month is celebrated in the United States to commemorate the Stonewall Riots, which occurred at the end of June 1969. The commemorative month also recognizes the impact LGBTQ+ individuals have had on history—locally, nationally, and internationally.

In June of 1969, patrons and supporters of the Stonewall Inn in New York City staged an uprising to resist the police harassment and persecution to which LGBTQ Americans were commonly subjected. This uprising marks the beginning of a movement to outlaw discriminatory laws and practices against LGBTQ Americans.

PRIDE Month celebrations include parades, picnics, parties, workshops, symposia, and concerts. LGBTQ Pride Month events attract millions of participants from around the world. Memorials are held during PRIDE month for those community members lost to hate crimes and/or HIV/AIDS. Two former US presidents, Bill Clinton and Barack Obama, have issued proclamations declaring June as Pride Month. The City of Rockville has issued proclamations declaring LGBTQ+ Pride Month since June 2017.

WorldPride 2026 will take place in Amsterdam from July 25 to August 8, 2026. It travels across the globe. **WorldPride 2025** took place in Washington, DC, and it was an honor to have the event held in this part of the world.

Mayor and Council History

The Mayor and Council proclaim this proclamation annually.

Public Notification and Engagement

The City of Rockville’s Human Rights Commission and the Rockville Pride Planning Committee will celebrate the tenth annual Rockville Pride in Town Square on Sunday, June 7, 2026, from 2-5 p.m.

Attachments

Proclamation Declaring June 2026 as LGBTQ+ Pride Month in Rockville



WHEREAS, the riots at the Stonewall Inn (Manhattan, New York) in June of 1969 are recognized as the beginning of the modern-day Lesbian, Gay, Bisexual, Transgender Queer+(LGBTQ+) civil rights movement; and

WHEREAS, the rainbow flag, also known as the LGBTQ+ Pride flag, or Gay Pride flag, has been used since the 1970s as a symbol of LGBTQ+ pride and social movements; and

WHEREAS, Rockville has a diverse LGBTQ+ community and is committed to supporting visibility, dignity, and equity for all people in the community; and

WHEREAS, the City of Rockville proudly recognizes the efforts that made Bayard Rustin Elementary School the first school in Montgomery County named after a gay American civil rights activist; and

WHEREAS, the City of Rockville remains committed to the goal of ensuring equal treatment for LGBTQ+ employees, residents, and those who work and visit Rockville, by continuing to review and update policies, facilities, and programs, and by providing staff training to meet that goal; and

WHEREAS, the City of Rockville joins Montgomery County in observing Pride Month with a Pride flag-raising ceremony to honor the history of the LGBTQ+ liberation movement, and to support the rights of all citizens to experience equality and freedom from discrimination.

NOW, THEREFORE, the Mayor and Council of the City of Rockville proclaim **June 2026** as **Lesbian, Gay, Bisexual, Transgender, Queer+ Pride Month**.




Monica Ashton, Mayor


Kate Fulton, Councilmember


Izola (Zola) Shaw, Councilmember


Barry Jackson, Councilmember


Marissa Valeri, Councilmember


David Myles, Councilmember


Adam Van Grack, Councilmember

June 1, 2026



MAYOR AND COUNCIL Meeting Date: June 1, 2026

Agenda Item Type: PROCLAMATION

Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE

Responsible Staff: DANNY WINBORNE

Subject

Proclamation Declaring July 26, 2026, as the 36th Anniversary of the Americans with Disabilities Act of 1990.

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommend the Mayor and Council read, approve, and present proclamation to Rockville resident, Vincent Sabol.

Discussion

The Americans with Disabilities Act (ADA) prohibits discrimination against people with disabilities in several areas, including employment, transportation, public accommodations, communications, and access to state and local government programs and services.

The Americans with Disabilities Act was signed into law at the White House by President George H.W. Bush on July 26, 1990.

The history of the Americans with Disabilities Act did not start there. It was a long time in the making.

There is an excellent article regarding the history of the Americans with Disabilities Act on the Disability Rights Education and Defense Fund website entitled "The History of the Americans with Disabilities Act – A Movement Perspective, written by Arlene Mayerson in 1992. Here are some excerpts from this article.

"The history of the ADA did not begin on July 26, 1990, at the signing ceremony at the White House. It did not begin in 1988 when the first ADA was introduced in Congress. The ADA story began a long time ago in cities and towns throughout the United States when people with disabilities began to challenge societal barriers that excluded them from their communities, and when parents of children with disabilities began to fight against the exclusion and segregation of their children. It began with the establishment of local groups to advocate for the rights of people with

disabilities. It began with the establishment of the independent living movement which challenged the notion that people with disabilities needed to be institutionalized, and which fought for and provided services for people with disabilities to live in the community.

The ADA owes its birthright not to any one person, or any few, but to the many thousands of people who make up the disability rights movement – people who have worked for years organizing and attending protests, licking envelopes, sending out alerts, drafting legislation, speaking, testifying, negotiating, lobbying, filing lawsuits, being arrested – doing whatever they could for a cause they believed in. There are far too many people whose commitment and hard work contributed to the passage of this historic piece of disability civil rights legislation to be able to give appropriate credit by name. Without the work of so many – without the disability rights movement – there would be no ADA.

The disability rights movement, over the last couple of decades, has made the injustices faced by people with disabilities visible to the American public and to politicians. This required reversing the centuries long history of “out of sight, out of mind” that the segregation of disabled people served to promote. The disability rights movement adopted many of the strategies of the civil rights movements before it.

Like the African-Americans who sat in at segregated lunch counters and refused to move to the back of the bus, people with disabilities sat in federal buildings, obstructed the movement of inaccessible buses, and marched through the streets to protest injustice. And like the civil rights movements before it, the disability rights movement sought justice in the courts and in the halls of Congress.

For the first time, the exclusion and segregation of people with disabilities was viewed as discrimination

The ADA, as we know it today, went through numerous drafts, revisions, negotiations, and amendments since the first version was introduced in 1988. Spurred by a draft bill prepared by the National Council on Disability, an independent federal agency whose members were appointed by President Reagan, Senator Weicker and Representative Coelho introduced the first version of the ADA in April 1988 in the 100th Congress.

The disability community began to educate people with disabilities about the ADA and to gather evidence to support the need for broad anti-discrimination protections. A national campaign was initiated to write “discrimination diaries.” People with disabilities were asked to document

daily instances of inaccessibility and discrimination. The diaries served not only as testimonials of discrimination, but also to raise consciousness about the barriers to daily living which were simply tolerated as a part of life. Justin Dart, Chair of the Congressional Task Force on the Rights and Empowerment of People with Disabilities, traversed the country holding public hearings which were attended by thousands of people with disabilities, friends, and families documenting the injustice of discrimination in the lives of people with disabilities.

The 1964 Civil Rights Act prohibited employment discrimination by the private sector against women and racial and ethnic minorities and banned discrimination against minorities in public accommodations. Before the ADA, no federal law prohibited private sector discrimination against people with disabilities, absent a federal grant or contract.

The job of the disability rights movement during the ADA legislative process was to demonstrate to Congress and the American people the need for comprehensive civil rights protections to eradicate fundamental injustice -to demonstrate not only how this injustice harms the individual subjected to it, but also how it harms our society.

A woman testified that when she lost her breast to cancer, she also lost her job and could not find another one as a person with a history of cancer. Parents whose small child had died of AIDS testified about how they couldn't find any undertaker that would bury their child.

At this Senate hearing and in all the many hearings in the House, members of Congress heard from witnesses who told their stories of discrimination. With each story, the level of consciousness was raised and the level of tolerance to this kind of injustice was lowered. The stories did not end in the hearing room. People with disabilities came from around the country to talk to members of Congress, to advocate for the Bill, to explain why each provision was necessary, to address a very real barrier or form of discrimination. Individuals came in at their own expense, slept on floors by night, and visited Congressional offices by day. People who couldn't come to Washington told their stories in letters, attended town meetings, and made endless phone calls.

While some in the media portray this new era as falling from the sky unannounced, the thousands of men and women in the disability rights movement know that these rights were hard fought for and are long overdue. The ADA is radical only in comparison to a shameful history of outright exclusion and segregation of people with disabilities. From a civil

rights perspective, the Americans with Disabilities Act is a codification of simple justice.”

Mayor and Council History

The Mayor and Council proclaim this proclamation annually.

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Attachments

Proclamation Declaring July 26, 2026, as the 36th Anniversary of the Americans with Disabilities Act in Rockville, Maryland



WHEREAS, individuals with disabilities have long faced mistreatment, discrimination, indignities, and exclusion; and

WHEREAS, people with disabilities, along with parents and advocates, challenged these barriers and fought for inclusion, equal opportunity, and the right to fully participate in their communities; and

WHEREAS, during the 1980s, a national movement emerged to establish laws protecting individuals with disabilities from discrimination, ensuring equal access to employment, public spaces, commercial facilities, transportation, and essential services; and

WHEREAS, the **Americans with Disabilities Act (ADA)**, a landmark civil rights law prohibiting discrimination against people with disabilities in employment, transportation, public accommodations, communications, and state and local government programs, was signed into law by President George H. W. Bush on July 26, 1990; and

WHEREAS, the City of Rockville, Maryland, is committed to fostering an inclusive community by supporting accessibility, treating all individuals with dignity and respect, and upholding the rights of residents with disabilities to experience equality and freedom from discrimination.

NOW, THEREFORE, the Mayor and Council of the City of Rockville, Maryland, do hereby proclaim **July 26, 2026**, as the **36th Anniversary of the Americans with Disabilities Act**, and encourage all residents to recognize the importance of this landmark legislation and the ongoing work to advance accessibility, equity, and inclusion for people with disabilities.




Monique Ashton, Mayor


Kate Fulton, Councilmember


Izola (Zola) Shaw, Councilmember


Barry Jackson, Councilmember


Mahssa Valeri, Councilmember


David Myles, Councilmember


Adam Van Grack, Councilmember

June 1, 2026



MAYOR AND COUNCIL Meeting Date: June 1, 2026
Agenda Item Type: PROCLAMATION
Department: RECREATION & PARKS
Responsible Staff: CHRIS HENRY

Subject

Proclamation Declaring July 2026 as Park and Recreation Month in Rockville, Maryland

Department

Recreation & Parks

Recommendation

Staff recommend Mayor and Council read, approve, and present proclamation to Recreation and Park Advisory Board Chair, Jack Thirolf.

Discussion

Since 1985, people in the United States have celebrated Park and Recreation Month in July to promote building strong, vibrant, and resilient communities through the power of parks and recreation and to recognize the more than 160,000 full-time park and recreation professionals — along with hundreds of thousands of part-time and seasonal workers and volunteers — that maintain our country’s local, state, and community parks and programs.

In July 2026, Park and Recreation Month highlights **“The Power Of”** parks and recreation and the people who make it all possible. Parks and recreation bring us together, strengthen our health and well-being, and build more resilient, connected communities.

Throughout the month, we’re celebrating the many ways parks and recreation reveal the power of what connects us:

- **The Power of Connection:** Parks and recreation is where relationships grow, cultures meet, and communities bond.
- **The Power of Play:** From playgrounds to programs to youth sports, play fuels creativity, joy, and lifelong learning.
- **The Power of Community:** Public spaces offer room for everyone to gather, celebrate, and heal.
- **The Power of Nature:** Nature restores and inspires us, and parks ensure everyone can access its benefits.
- **The Power of Belonging:** Welcoming parks and programs make every person feel valued.
- **The Power of Well-Being:** Parks and recreation advance health, resilience, and shared community benefits.

Through efforts by the National Recreation and Parks Association, the U.S. House of Representatives passed an official resolution for Park and Recreation Month in 2009 and introduced the resolution in 2017 and 2018.

Mayor and Council History

The Mayor and Council proclaim this proclamation annually.

Attachments

Proclamation Declaring July 2026 as Park and Recreation Month in Rockville, Maryland (CH Version 5.19.26)



WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month, as parks and recreation are an integral part of communities throughout this country, including Rockville, Maryland; and

WHEREAS, parks and recreation promote health and wellness, improving the physical and mental health of people who live near parks, and promote time spent in nature, which positively impacts mental health by increasing cognitive performance and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming, youth sports, and environmental education, are critical to childhood development, and encourage physical activities by providing space for popular sports, hiking trails, swimming pools, and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation are fundamental to the environmental well-being of our community and are essential to an adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors, and Rockville recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, the Mayor and Council of Rockville, Maryland, do hereby proclaim **July 2026 as Park and Recreation Month**, and urge everyone to take full advantage of our beautiful park and recreation facilities and amenities, now and throughout the year!




Mimiqa Ashton, Mayor


Kate Fulton, Councilmember


Izola (Zola) Shaw, Councilmember


Barry Jackson, Councilmember


Marissa Valeri, Councilmember


David Myles, Councilmember


Adam Van Grack, Councilmember

June 1, 2026



MAYOR AND COUNCIL Meeting Date: June 1, 2026
Agenda Item Type: SPECIAL PRESENTATION
Department: COMMUNITY PLANNING AND DEVELOPMENT SERVICES (CPDS)
Responsible Staff: JIM WASILAK

Subject

Presentation of Board of Appeals 2025 Annual Report

Department

CPDS - Zoning Review & Other

Recommendation

Staff recommends that the Mayor and Council receive the 2025 Annual Report (see Attachment 1 – Board of Appeals 2025 Annual Report)

Discussion

As a quasi-judicial board tasked with acting on variances, special exceptions, and appeals of certain staff decisions, the Board conducts regular public hearings that allow staff, applicants, and members of the public to testify. The Board is therefore deliberate in its meeting procedures, and in most cases, renders a decision on the evening of the hearing. The Board also allows for reconsideration of its decisions for good cause or if some irregularity has been noted in its proceedings. This allows applicants or members of the public the opportunity to request such reconsideration when there is merit, in their view.

The Board meets on an as-needed basis when applications have been filed requiring their action. Accordingly, the Board met three times during Calendar Year 2025 and acted on three variance applications during the year. All applications were approved.

The Board has continued to conduct hybrid meetings, which allow for maximum flexibility to those wishing to participate in the meetings and for applicants to receive decisions on their applications in a timely manner.

Looking to the future, the Board expects to continue its practice of conducting public meetings that are open to anyone who wishes to provide testimony, and to consider all application requests objectively, fairly, and based on the information, evidence, and testimony that is presented or is available. The Board will ensure that all decisions are made in a timely manner and are based on findings that the Board is required to make as specified in the Zoning Ordinance.

Mayor and Council History

Previous annual reports have been presented to the Mayor and Council.

Boards and Commissions Review

The Board of Appeals members, which include Chair Alan Frankle and members Roy Deitchman and Jimmy Hauer, reviewed the Annual Report at the May 20, 2026, meeting and provided comments that have been incorporated into the document.

Attachments

2025 Annual Report Final



Board of Appeals 2025 Annual Report

Board of Appeals Responsibilities

- Review and act on applications for special exceptions and zoning variances.
- Review and act on appeals from administrative decisions per the Zoning Ordinance
- All appeals from administrative decisions are de novo and shall be considered by the Board in accordance with State law.

2025 Accomplishments

- Three applications for variances from setback requirements on residential properties were reviewed and approved.
- The Board received regular updates and a briefing on the Zoning Ordinance Rewrite (ZOR) and Comprehensive Map Amendment (CMA) during the year.

2026 Goals and Objectives

- Consider all application requests objectively, fairly, and based on the information and evidence presented and/or available.
- Allow applicants to present application requests fully and completely.
- Provide maximum opportunities for the public to participate in and testify at Board proceedings.
- Ensure all actions on applications are based on required findings and made in a timely manner.
- Learn about the revised Zoning Ordinance when adopted, to ensure seamless consideration of applications.



MAYOR AND COUNCIL Meeting Date: June 1, 2026
Agenda Item Type: CONSENT
Department: RECREATION & PARKS
Responsible Staff: PAIGE JANZEN

Subject

Approve and authorize the City Manager to execute the Fiscal Year 2027 agreements that extend resident community performing arts organization status to Rockville Little Theatre, Rockville Musical Theatre, and Victorian Lyric Opera Company to enable these organizations to provide performances at the F. Scott Fitzgerald Theatre & Social Hall and use storage units located at Rockville Civic Center Park.

Department

Recreation & Parks

Recommendation

Staff recommends that the Mayor and Council of Rockville authorize the City Manager to continue to extend resident community performing arts organization status to Rockville Little Theatre, Rockville Musical Theatre, and Victorian Lyric Opera Company in Fiscal Year 2027 and authorize the City Manager to execute the attached agreements.

Discussion

The Fiscal Year 2027 agreements confer renewed designation as a resident community performing arts organization (RESCO) to Rockville Little Theatre (RLT), Rockville Musical Theatre (RMT), and Victorian Lyric Opera Company (VLOC), along with associated benefits for use of City of Rockville facilities commonly known as the F. Scott Fitzgerald Theatre & Social Hall and storage units located at Rockville Civic Center Park to both encourage all aspects of theatrical production and facilitate the administration of City affairs.

Historically, the Mayor and Council of Rockville have supported RESCO status for RLT, RMT and VLOC. RLT was designated a RESCO in 1960, followed by RMT in 1974 and VLOC in 1990. Extending the City's long-standing partnership with its legacy RESCOs into Fiscal Year 2027 will foster continued community engagement and participation in the performing arts. The City and RESCOs mutually recognize the value of support and expertise of each towards accomplishing their shared goal for the public benefit, such as:

- Ability to make available to the community the opportunity to participate in legacy performing arts organizations with a complete theater experience by allowing their members to fully participate in every aspect of a theatrical production.
- Enhancement of the Rockville cultural arts community through enhanced visibility via association with the F. Scott Fitzgerald Theatre & Social Hall.
- Contribution of expertise, labor, and resources to community engagement through theatrical productions.
- Rockville citizens benefit from a full production season which showcases different performing styles.
- City receives a minimum number of productions from the RESCOs each season, along with a minimum number of contracted hours.
- Agreed level of participation from the RESCOs in City “give-back” events.
- Allows for limited resources to be redirected knowing quality cultural programming is being provided.

Mayor and Council History

The first time the RESCO agreements were brought to the Mayor and Council of Rockville was in Fiscal Year 2023. The agreements are brought to the body for consent annually.

Next Steps

If approved by the Mayor and Council of Rockville, the RESCO and City Manager will execute the attached Fiscal Year 2027 agreements, which have been reviewed for legal sufficiency by the Office of the City Attorney.

Attachments

Rockville Little Theatre Agreement (FY27), Rockville Musical Theatre Agreement (FY27), Victorian Lyric Opera Company Agreement (FY27)

CITY OF ROCKVILLE, MARYLAND
Cooperative Agreement

This **CITY OF ROCKVILLE Cooperative Agreement** (“**Agreement**”) is made this ___ day of _____ 2026 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, acting through its City Manager (the “**Mayor and Council**” or the “**City**”), and the **ROCKVILLE LITTLE THEATRE** (“**RESCO**”). Individually, the Mayor and Council and RESCO may each be referred to as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

- A. WHEREAS**, the Mayor and Council is a municipal corporation duly organized and existing under the laws of the State of Maryland with the power to carry on its business as it is now being conducted under the laws of the State of Maryland and the Rockville City Charter. Through its Department of Recreation and Parks (“**Department**”) the City administers facilities and programs that strive to provide a wide range of opportunities for creative expression for the benefit of the health and welfare of all people of the City to live enriched lives. Rockville Charter, Art. IV, Sec.1(b)(48), further described in Rockville Code Chapters 4 and 14; and
- B. WHEREAS**, Rockville Little Theatre is a 501(c)(3) nonprofit corporation duly organized and in good standing in the state of Maryland situated in Rockville, with a mission to engage in community activities that promote and encourage the performing arts; and
- C. WHEREAS**, the City wishes to continue to collaborate by conferring renewed designation as a Resident Community Performing Arts Organization (“**RESCO**”) to Rockville Little Theatre, along with associated benefits for use of City facilities commonly known as the F. Scott Fitzgerald Theatre and Social Hall to both encourage all aspects of theatrical production and facilitate the administration of City affairs; and
- D. WHEREAS**, Maryland law authorizes the use of outside groups to aid in the implementation of its programs at Md. Local Gov’t Code Ann. § 1-605; notwithstanding R.C. § 17-87(11) exempts services for City-sponsored social, cultural and recreational programs from competitive procurement this exchange of cooperation must be made by appropriate agreement in writing per R.C. § 17-36; and
- E. WHEREAS**, on [REDACTED], the Mayor and Council voted to renew the RESCO designation to Rockville Little Theatre pursuant to the following terms and conditions and authorized the City Manager to execute this Cooperative Agreement on its behalf, subject to approval as to legal form by the City Attorney.

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



SECTION 1: GENERAL PROVISIONS

- 1.1 **Term:** This Agreement begins on the July 1, 2026 and continues through June 30, 2027 (“**Term**”), unless terminated sooner as set forth in the Section relating to termination. An award of RESCO status during the Term of this Agreement is not a guarantee of future RESCO status.
- 1.2 **Consideration:** This Agreement describes the contributions of each Party to combine resources, expertise and efforts toward their shared goal to encourage performing arts opportunities in Rockville to accomplish together more than either party could do on its own.
- 1.2.1 The City may designate as a Resident Community Performing Arts Organization a community organization that is (i) a registered 501 (c)(3); (ii) located within the City’s municipal boundaries; and (iii) with a demonstrated record of support for Rockville Theatre productions.
- 1.2.2 In exchange for the RESCO’s commitment to provide certain theatre opportunities in the Rockville community and other in-kind contributions and fees described at **Exhibit B**, the City makes available preferred facility, equipment and storage rates and expertise.
- 1.3 **Relationship of the Parties:** No relationship of employment, partnership, joint venture, or other joint enterprise shall be deemed to be created by the Parties by this Agreement.
- 1.3.1 RESCO shall not assign or transfer any interest in this Agreement nor the performance of any of the RESCO’s obligations hereunder, without the prior written consent of the City Manager.
- 1.3.2 In the event the City determines that any of the rights, duties, or obligations under this Agreement have been subcontracted or assigned to another vendor by RESCO, without the written consent of the City Manager, then the City may exercise its right to take any appropriate remedy including, without limitation, termination of this Agreement.
- 1.4 **Incorporation.** The recitals and exhibits 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 this Agreement. Accordingly, the recitals and exhibits are fully incorporated by reference as if fully set forth herein.
- 1.5 **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.
- 1.6 **Agreement Administrator**

The RESCO shall refer any decisions and direct all fees which must be made by or paid to the City to the following Agreement Administrator (“**Agreement Administrator**”):

David Monagas, Theatre Supervisor
Glenview Mansion at Rockville Civic Center Park
603 Edmonston Drive
Rockville, MD 20851
(240) 314-8664
dmonagas@rockvillemd.gov

- 1.6.1 The City may modify the foregoing by notice in writing.



SECTION 2: STATEMENT OF MUTUAL BENEFIT

The City and RESCO mutually recognize the value of support and expertise of each towards accomplishing their shared goal for the public benefit.

2.1 Benefits to the City

Mayor and Council receives the following benefits:

- 2.1.1 The ability to make available to the community the opportunity to participate in legacy performing arts organizations with a complete theatre experience by allowing their members to fully participate in every aspect of a theatrical production.
- 2.1.2 Enhancement of the Rockville cultural arts community through enhanced visibility via association with the Theatre.
- 2.1.3 The contribution of expertise, labor and resources to community engagement through theatrical productions.
- 2.1.4 Rockville citizens benefit from a full production season which showcases different performing styles. The City receives a minimum number of productions from the RESCO each season, along with a minimum number of contracted hours.
- 2.1.5 Agreed level of participation from the RESCO in City “give-back” events.
- 2.1.6 Allows for limited resources to be redirected knowing quality cultural programming is being provided.

2.2 Benefits to the RESCO

The RESCO receives the following benefits:

- 2.2.1 The RESCO can present multiple productions with multiple performances per production in the Theatre each season.
- 2.2.2 The RESCO will receive placement in the Theatre and Social Hall master calendars for contracted productions before contracted are accepted from the public. If the RESCO would like to add production rehearsal and/or performance dates, it must be discussed in advance of contract execution with the Superintendent of Community Facilities, Theatre Supervisor, Theatre Production Specialist, and Box Office and Marketing Manager.
- 2.2.3 The RESCO may use the following facility areas during rehearsal and performance rental hours for a production: Lobby, Concessions Stand, Auditorium (the “**House**”), Full Stage, Stage Wings, Technical Bridge, Green Room, Large Dressing Room, Small Dressing Room, and Loading Dock. The Social Hall may also be rented during contracted rehearsal and performance dates and times.
- 2.2.4 With proper training from the City’s Recreation and Parks Department “**Theatre Supervisor**” and/or “**Theatre Production Specialist**”, the RESCO production crews will have supervised access to use the Theatre equipment during contracted rental times in the Theatre and Social Hall, specifically access to lighting equipment, sound equipment, curtains, and intercom systems. No access will be given to ladders over 10 feet in height; the motorized lighting bar; catwalk; or the Genie aerial work platform, super straddle, and its accessories.
- 2.2.5 Up to two technical walk throughs per production will be held with the City’s Theatre Supervisor and/or Theatre Production Specialist and the RESCO production staff and crew. The walk through(s) will be used to review, approve, and finalize all production details and requests and reiterate the policies and procedures



outlined in the F. Scott Fitzgerald Theatre and Social Hall Information Packet. The latest version of the F. Scott Fitzgerald Theatre and Social Hall Information Packet will be attached to each production contract.

- 2.2.6 The RESCO technical crews may receive up to two light and sound trainings each City fiscal year (available upon request).
- 2.2.7 The RESCO will receive a set of hourly facility rental rates for Theatre and Social Hall rehearsals, performances, and non-fundraiser social events that are lower than the lowest published Theatre and Social Hall rental rates the Mayor and Council offers to the public.
- 2.2.8 The Mayor and Council will waive down payments and security deposits for contracted production rehearsals and performances and non-fundraiser social events in the Theatre and Social Hall.
- 2.2.9 Itemized charges listed in production contracts and/or addendums are paid after the production and come out of the RESCO's ticket revenue.
- 2.2.10 The RESCO will pay a reduced rental fee on Theatre equipment.
- 2.2.11 The RESCO may sell season ticket packages and individual production tickets for performances which take place in the Theatre through the Theatre Box Office.
- 2.2.12 The RESCO may collect donations through the Theatre Box Office during the entire season without a Theatre per donation fee.
- 2.2.13 The RESCO may reserve the Social Hall for a minimum of three rental hours per contracted date.
- 2.2.14 Patrons who are RESCO season subscribers can exchange tickets through the Theatre Box Office for a Theatre per ticket fee, which is charged back to the RESCO.
- 2.2.15 The RESCO ushers will be seated at no charge in the auditorium during a performance.
- 2.2.16 The Theatre Box Office will provide the RESCO reports on ticket sales and a patron list per production.
- 2.2.17 The RESCO will pay a reduced Theatre per ticket fee for each type of ticket sold through the Theatre Box Office. Theatre Box Office buy outs are prohibited for contracted productions which have the associated policy, as outlined in this Agreement, requiring a minimum number of productions each season, along with a minimum number of contracted hours.
- 2.2.18 The RESCO will be provided with one City Theatre Technician Specialist for contracted rehearsals and performances and one City House Manager on contracted performances dates.
- 2.2.19 The RESCO may request three meetings with Theatre staff each City fiscal year.



SECTION 3: RESCO RESPONSIBILITIES

To retain its status the RESCO must comply with the following terms and conditions.

- 3.1 Obtain and retain insurance, including all extensions, that meets the City requirements of insurance each season/fiscal year (see “**Attachment A**”). This is at the RESCO’s own expense and must always be kept in full force and effect during the term of the Agreement. The RESCO must submit its certificate of liability insurance to the Theatre Supervisor prior to execution of the Agreement by the City.
- 3.2 Allow the City Manager or his designee to supervise its access to and use of Theatre equipment during contracted rental times, including light equipment, sound equipment, curtains, and intercom systems. No access will be given to ladders over 10 feet in height; the motorized lighting bar; catwalk; or the Genie aerial work platform, super straddle, and its accessories.
- 3.3 Work with City staff to properly train volunteers and/or contracted personnel to work with Theatre equipment. Only trained individuals may perform technical work on City property and equipment. Individuals who will perform such work must be approved by the Theatre Supervisor and/or Theatre Production Specialist.
- 3.4 Be liable for and responsible to pay for the replacement value of all City-owned property and equipment which is damaged, lost, or stolen by the RESCO participants, employees, volunteers, contractors, or patrons during the term of the Agreement. The City may, at its sole discretion, repair or replace the damaged, lost, or stolen property and bill the RESCO for the related expense. The RESCO must remit full payment to the City within 30 days of receipt of such a bill.
- 3.5 Align its season to coincide with the City’s fiscal year timeframe, which is July 1 to June 30 annually.
- 3.6 Provide three production per City fiscal year/season with six performances per production. Each production must have a minimum of 58 contracted hours.
- 3.7 Completely clear the following areas for a half strike: Lobby, Concessions Stand, Auditorium (“**the House**”), downstage of the mid-curtain on the Stage, Stage Wings, Green Room, Small Dressing Room, Social Hall, and Loading Dock. The RESCO will receive the Large Dressing Room for storage and the upstage area from the mid-curtain during its production contract. The coat room/storage room in the Lobby cannot be used for RESCO storage.
- 3.8 Provide two to four ushers for all performances. The ushers work with the City House Manager at each performance.
- 3.9 Every season, participate as requested or available in up to two City of Rockville community giveback events, such as performances at City events, as well as other "in-kind" contributions agreed upon by the City, Theatre, and RESCO. The RESCO must inform the Theatre Supervisor in writing after each occurrence of community giveback is completed.
- 3.10 Attend three annual all-RESCO meetings with Theatre staff to discuss mutual topics, such as marketing and advertising, Theatre operations, ticket sales, etc.
- 3.11 Only sell tickets for productions that are performed in the Theatre through the Theatre Box Office. Theatre Box Office buy outs are prohibited for contracted productions which have the associated policy, as outlined in this Agreement, requiring a minimum number of productions each season, along with a minimum number of contracted hours.
- 3.12 Execute a City contract and/or addendum and pay all fees for Theatre and Social Hall use for each production, rehearsal, and non-fundraiser social event. All rental, equipment, extra labor, and special package fees will be itemized on the contract and/or addendum. Rates listed at Exhibit B.



- 3.13 Submit its season and production ticket information to the Theatre Box Office and Marketing Manager for processing at least 90 calendar days before the start of ticket sales.
- 3.14 Provide a complimentary ticket list to the Box Office and Marketing Manager at least 72 hours in advance of each contracted performance date.
- 3.15 Complete a production meeting with the Theatre Supervisor and/or Theatre Production Specialist at least 30 business days before the first contracted date on a production or non-fundraiser social event contract and/or addendum.
- 3.16 Comply with current United States of America Federal Americans with Disabilities Act (“ADA”) regulations when using City property. If American Sign Language (“ASL”) Interpreters are requested during the contracted hours of a RESCO production, the cost for interpreter services will be split 50/50 between the RESCO and the City.
- 3.17 Not discriminate against any person, including any employee or applicant for employment, because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status.
- 3.18 Prior to any season or individual production tickets being placed on sale, disclose in writing to the Box Office and Marketing Manager, Theatre Supervisor, Theatre Production Specialist, and Superintendent of Community Facilities all content that includes but is not limited to: (i) Any material that may be offensive to some audiences due to adult language; (ii) violence; (iii) racially, ethnically, or sexually charged subject matter; (iv) nudity; (v) alcohol or substance abuse; (vi) self-harm or suicide; and (vii) depictions of smoking or vaping (viii) weapons; strobe lights; sudden loud noises or flashes of light; projectiles; interaction with audience members; and fog or other atmospheric effects. All pyrotechnics of any kind are strictly prohibited.
- 3.19 Prior to any season or individual production tickets being on sale, the City reserves the right to deny the RESCO presenting content that is in violation of Federal, State of Maryland, Montgomery County, and/or City of Rockville laws or regulations or City of Rockville, Department of Recreation and Parks and/or Mayor and Council priorities or initiatives.
- 3.20 Indemnify and save harmless the Mayor and Council and its appointed officials, employees, and volunteers, and all others working on behalf of the Mayor and Council from all suits, actions, damages and costs, of every name and description to which the City may be subjected or put by reason of injury, accident, theft, or damage to persons or property as a result of the RESCO’s use or operation of City property or facilities under this Agreement, whether caused by negligence or carelessness on the part of the RESCO, its servants, agents, employees, assignees or invitees, or other cause. Claims that are brought against the Mayor and Council are subject to the limits of the City’s scope of insurance coverage and subject to the limitations and immunities provided by law.
- 3.20.1 RESCO shall further indemnify and hold the City harmless for any personal injury or property damage resulting from the actions of RESCO, its employees, agents, or participants.
- 3.20.2 The City assumes no liability whatsoever for the safety of RESCO, its employees or agents, or for the participants in RESCO’s activities described herein.
- 3.20.3 RESCO releases the City, its employees and agents, from and agrees that the City, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses,



expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by or asserted or imposed against the City, its employees and agents, as a result of or in connection with RESCO's activities conducted pursuant to this Agreement, except for the gross negligence or willful misconduct of the City, its employees and agents.

3.20.4 This section shall survive the term of this Agreement.

- 3.21 Abide by, and require all agents, servants, employees, assignees, and invitees to abide by, all applicable Federal, State, County, and/or municipal laws and ordinances when using or operating City property or facilities.
- 3.22 Waive any and all claims of entitlement to workers' compensation benefits from the Mayor and Council and agree that at no time during the term of this Agreement, including any extensions, is there an employment relationship between the Mayor and Council and the RESCO or its servants, agents, employees, assignees, or invitees.
- 3.23 Waive any claims of liability against the Mayor and Council for loss or reimbursement due to cancellation or termination of a scheduled event due to force majeure, act of God, or inclement weather. If the Theatre and Social Hall adjusts or cancels a contract and/or addendum for any unforeseen reason, the contract and addendums will be reviewed and may include an amendment for a change of date or consideration of a partial or full refund, in addition to evaluating if the required minimum number of contracted hours for the impacted production should be reduced to remove the cancelled contract dates and/or times, which shall not be unreasonably withheld.
- 3.24 Follow all the regulations outlined in the F. Scott Fitzgerald Theatre and Social Hall Information Packet, which is attached to the RESCO's contract unless the regulation contradicts the terms and conditions outlined in this Agreement
- 3.25 Storage Space. Pay all fees, comply with all terms and conditions to maintain RESCO status and comply with additional terms and conditions in SECTION 3A related to use of storage space assigned by the City in the storage building located at 850 Avery Lane and situated on the ground of the Rockville Civic Center.



SECTION 3A: STORAGE SPACE ADDITIONAL TERMS

As a benefit of RESCO designation the City grants the RESCO authorization to use storage space the City assigns to them in the storage building, measured at 43 feet by 44 feet in size, designated herein as the “**Storage Space**,” for use in building and storing stage sets and storing other material in connection with performances at the Theatre, and for such other purposes as may be approved by the Superintendent of Community Facilities in writing, subject to the following terms.

3A.1 Fee. RESCO shall pay the fee identified in **Exhibit B1** (\$3,549) to the City to the attention of the designated representative on or before July 15, 2026 or forfeit use of the space for the year.

3A.2 Term. The period of time for use the Storage Space shall be on an annual basis unless terminated earlier upon revocation of RESCO status or other event of termination.

3A.3 Utilities. The City will pay for the following utilities serving the Storage Space: water, electricity, gas.

3A.4 Maintenance Responsibilities

3A.4.1 City responsibilities.

Base building maintenance and repairs by the City shall include electrical repairs to existing electrical panels and existing light fixtures; plumbing (collapsed pipe, snake to main drain, leaking fixtures, etc.); exterior of the storage building envelope (roof, roll-up doors, and main doors); gas heaters; windows; pest control within storage building; light bulb replacements; and stopped up sinks, toilets, and drains. City maintenance and repairs will not extend to the window A/C units. Once the window A/C units are deemed unrepairable or at end-of-life by the City, the equipment will be removed permanently from the Storage Space and will not be replaced by the City.

Repair to any damages to drywall, flooring, infrastructure, building envelope (roof, roll-up doors, and main doors), windows, or window A/C units caused by RESCO members, employees, servants, agents, or contractors will be the maintenance responsibility, but not the financial responsibility, of the City. In the event the City conducts such repairs, it shall issue a written invoice to the RESCO. The RESCO must pay the full amount of the invoice within thirty (30) days of receipt of the invoice.

3A.4.2 RESCO responsibilities.

The RESCO shall maintain the Storage Space and use of surrounding area in a clean and safe condition and always maintain clear access to the storage building driveway, storage building entryways, and storage building electrical panels. The City shall provide the RESCO keys for access to the storage building. Requests for keys should be directed to the Superintendent of Community Facilities.

The RESCO will be financially responsible for any repairs to damage, other than ordinary wear and tear, caused to the interior and exterior of the storage building by its members, employees, servants, agents, or contractors. Damages include but are not limited to drywall, flooring, infrastructure, building envelope (roof, roll-up doors, and main doors), windows, and window A/C units. An on-site walk through of the storage unit will be conducted with RESCO and City representatives to review and outline the damages and repairs, and an itemized invoice will be provided to the RESCO for payment to the City. The RESCO must pay the full amount of the invoice within thirty (30) days of receipt of the invoice.

3A.5 The RESCO will be responsible for security of their Storage Space; custodial cleaning; and trash and recycling removal (the RESCO can use the City dumpsters and recycling bins).



- 3A.6 RESCO shall not have authority to make improvements to the Storage Space except by written permission. Any improvement (additional outlets, new light fixtures, tiled floor, etc.) or new maintenance items to the RESCO's Storage Space is the responsibility of the RESCO. All proposals, specifications, and solicitations must be submitted to the Superintendent of Community Facilities and the City Facilities Property Manager for review and approval before any servants, agents, and/or contractors access City property or work commences.
- 3A.7 The City shall not be liable for any accident, theft, or damage whatsoever caused to the property of the RESCO, its agents, servants, employees, assignees, and invitees, resulting from the use or operation of the Storage Space by the RESCO, its agents, servants, employees, or invitees. All personal property of the RESCO, its agents, servants, employees, or invitees, stored or otherwise left in the Storage Space shall be at its (their) sole risk. The City assumes no liability or responsibility whatsoever with the respect to the conduct and operation of the RESCO's business.
- 3A.8 Transfer. Any attempt by the RESCO to assign, transfer or otherwise authorize use of any portion of the Storage Space to any other individual or entity shall be void.
- 3A.9 Property. The RESCO assumes all risk related to its property in the Storage Space.
- 3A.9.1 The RESCO is responsible to ensure the Storage Space and contents are properly described in the Certificate of Insurance required to retain the RESCO designation.
- 3A.9.2 The RESCO must remove all property at the expiration of the Term. Any remaining items shall be treated as abandoned and may be discarded at the discretion of the City or removed at RESCO cost to be invoiced and paid by RESCO within 30 days.
- 3A.10 Termination. At the expiration of the term of this Agreement or other termination event RESCO shall return to the City the Storage Space keys and Storage Space free of RESCO property at the expiration of the term in the same condition at the beginning of the term, normal wear and tear excepted, and upon all events of termination.
- 3A.10.1 Termination for convenience. Authorization to use the storage space may be terminated by either party prior to the Agreement Term upon written notice to the other party specifying the effective date of terminations at least ninety (90) days before said effective date. If this storage space is terminated pursuant to this paragraph, the City will refund to the RESCO a prorated amount of the annual rent for the period of time the storage building is not used.
- 3A.10.2 Termination for cause. If the RESCO breaches any of its obligations under this agreement, the City may terminate this Agreement for cause by sending written notice to the RESCO specifying the effective date of termination, at least thirty (30) days before said effective date. If the City terminates this agreement for cause pursuant to this paragraph, the RESCO shall not be entitled to any rent refund.
- 3A.10.3 Rescission of RESCO status. RESCO shall not be authorized to use the Storage Space in the event Mayor and Council rescinds the RESCO designation.



SECTION 4: CITY RESPONSIBILITIES

In addition to conferring to the RESCO designation, the Mayor and Council agrees to:

- 4.1 Provide the RESCO with a contract and/or addendum for each production that itemizes all rental, equipment, extra labor, and special package fees.
- 4.2 Serve as a resource for technical support and concept ideas for RESCO productions.
- 4.3 Attend three annual all-RESCO meetings to discuss mutual topics, such as marketing and advertising, Theatre operations, ticket sales, etc.
- 4.4 Offer rental of City box truck for transportation of set pieces and production equipment in the Rockville Civic Center storage building to the Theatre during their contracted production load-in and strike rental hours. If the City requires a RESCO to completely strike the Theatre stage and dressing rooms during a contracted production, the City will assist the RESCO with the load-out and load-in through use of the Civic Center's box truck and one Theatre Technician Specialist to serve as driver at no additional fee. This term and condition does not apply to Theatre stage and dressing room half-strikes that are a standard policy and practice in the RESCOs' production contracts.
- 4.5 Promote the RESCO performances through the City's online ticketing system and various marketing and advertising tools. In conjunction with the City's ticketing service provider, the City's Box Office will provide sales and marketing support for RESCO contracted productions, including placement on the City of Rockville and Theatre websites, social media accounts, and e-mail promotion to the Theatre's patron database. Additionally, the City will include RESCO contracted productions in F. Scott Fitzgerald Theatre marketing initiatives, including local publications and events calendars. The RESCO must meet City deadlines in order to be included in marketing and advertising support. At its discretion, the City reserves the right to reevaluate and revise its marketing and advertising offerings at any point in time.
- 4.6 Provide space in Rockville Civic Center Park storage building subject to the following terms and conditions described at Section 3A (rate listed at **Exhibit B.1**).



SECTION 5: CITY AND RESCO FINANCIAL RESPONSIBILITIES

The RESCO contracts, addendums, and production close-out reports must include the following criteria:

- 5.1 The RESCO agrees to pay all their production rental fees, equipment fees, extra labor fees, special package fees, overtime, and damages and loss.
- 5.2 If a City outside agency grant for funding support is provided to the RESCO, then a grant agreement will be prepared by the City separately from the Agreement.
- 5.3 A production close-out report will be provided to the RESCO at the close of each production within 30 business days from the last contracted date of each production. This report will include a patron list of individuals who purchased tickets, a breakdown of ticket sales by ticket type (including season ticket sales), Theatre per ticket fees, contract and addendum fees, and revenue owed to the RESCO and City.
- 5.4 The RESCO pay for its production rental fees, equipment fees, extra labor fees, and special package fees from season and individual ticket sale revenue, rather than upfront. After each production, the City will either issue payment to the RESCO in the amount of the net ticket sale balance (which is after withholding Theatre per ticket fees, rental fees, equipment fees, extra labor fees, and special package fees) or issue a bill to the RESCO for any remaining balance owed to the City.
- 5.5 If the City owes money to the RESCO, it shall be paid by check made out in the RESCO's name or through an Automated Clearing House ("ACH") electronic payment transfer.
- 5.6 If the RESCO owes money to the City, it shall be paid by check made out to the City of Rockville and submitted to the Theatre Supervisor for processing. Payment shall be due within 30 business days from the date on the City-issued memo that is included within the RESCO's production close out report.
- 5.7 The City shall provide payment of the net ticket sale balance (which is after withholding Theatre per ticket fees) based on the production close-out report within 30 business days from the last contracted date of each production.
- 5.8 The City shall provide the RESCO with quarterly payments for all donations collected throughout the season and a one-time payment of all donations collected during the designated timeframe for season ticket sales. The City does not withhold a fee per donation or percentage from the donation amount.
- 5.9 The RESCO will grant the Theatre Box Office and Marketing Manager full access to handle all ticket sales through third party or discounted ticketing companies:
 - i. The Box Office and Marketing Manager will work with the RESCO on each production to develop the ticket offer; discuss the timeline to ensure proper staff coverage for fulfillment; and establish the chain of command and communication for questions, cancellations, etc.
 - ii. The RESCO is prohibited from selling and/or managing all ticket sales through third party or discounted ticketing companies. All aspects of this process must only be handled by the Box Office and Marketing Manager.



SECTION 6. RESCISSION OF RESCO STATUS

The Mayor and Council may rescind the RESCO's RESCO status and terminate this agreement at its discretion and without cause by giving the RESCO 60 days prior written notice.

- 6.1 If the Mayor and Council rescinds an organization's RESCO status:
- i. The City may terminate the authority to use the assigned Rockville Civic Center Park Storage Space.
 - ii. The City may cancel the RESCO's remaining productions at the Theatre.
 - iii. The City may cancel all season and individual ticket sales associated with the cancelled productions.
 - iv. The RESCO will not pay for the unused rental dates, equipment, extra labor, or special package for each contract and/or addendum date that is cancelled.
 - v. The RESCO must reimburse the City for the Theatre per ticket fees the City paid to its ticketing service provider within 30 days of the effective date of the termination of this Agreement.
 - vi. The RESCO will not receive the discounted rental rates in the Theatre or Social Hall for any already contracted non-fundraiser social event. Contracts and/or addendums will be revised to require the payment of the non-discounted, publicly posted rental rates.
 - vii. The City will handle the ticket refunds with all customers for each cancelled season or performance date.
 - viii. The City will use collected season ticket revenue to refund season ticket patrons for cancelled productions.



SECTION 7. CANCELLATIONS

If the RESCO cancels a season, production, or performance, the cancellation request must be submitted in writing to the Theatre Supervisor and Superintendent of Community Facilities for review and approval/denial.

7.1 If the cancellation request is denied, the Theatre Supervisor will provide an explanation in writing to the RESCO, and the RESCO may ask that an appeal is submitted to the Director of Recreation and Parks. If the cancellation request is denied by the Director of Recreation and Parks, the RESCO may ask that an appeal be submitted to the City Manager's Office for review.

7.2 If the cancellation request is approved:

- i. The RESCO will not pay for the unused rental dates, equipment, extra labor, or special package for each contract and/or addendum date that is requested to be cancelled.
- ii. The RESCO must reimburse the City for the Theatre per ticket fees the City paid to its ticketing service provider within 30 days of the cancellation. It is at the discretion of the Director of Recreation and Parks and/or City Manager's Office to uphold or reverse this requirement.
- iii. The City will handle the ticket refunds with all customers for each cancelled season or performance date.
- iv. The City will use collected season ticket revenue to refund season ticket patrons for cancelled productions.

7.3 If the cancellation request is denied:

- i. The RESCO must pay the City a cancellation fee of 25% of the rental rate per cancelled rehearsal date and 50% of the rental rate per cancelled performance date.
- ii. The RESCO will not pay for the unused rental dates, equipment, extra labor, or special package for each contract and/or addendum date that is requested to be cancelled.
- iii. The RESCO must reimburse the City for the Theatre per ticket fees the City paid to its ticketing service provider within 30 days of the cancellation.
- iv. The City will handle the ticket refunds with all customers for each cancelled season or performance date.
- v. The City will use collected season ticket revenue to refund season ticket patrons for cancelled productions.



SECTION 8. RESCO REPORTING RESPONSIBILITIES

The RESCO must meet the following reporting obligations:

- 8.1 By July 1 each City fiscal year, the RESCO must provide the City with the contact information of each RESCO Board Member and indicate the Executive Members. The Executive Members are the individuals that have the power to sign contracts and addendums on behalf of the RESCO, make management and operational decisions on behalf of the RESCO, and will be the City's point of contact. Typically, the President, Vice President, and Treasurer are the Executive Members.
- 8.2 By July 1 each City fiscal year, the RESCO must submit its strategic plan detailing the strategies to support ongoing operations. If the RESCO is part of a consortium with another RESCO organization, the RESCOs must split out the strategic plans for each organization since operations may differ between organizations. A strategic plan may include a cover page, executive summary, company overview, industry analysis, customer analysis, competitive analysis, marketing and advertising plan, operations plan, management team, and financial plan, including financial projections.
- 8.3 By September 15 each City fiscal year, the RESCO must submit to the City an accurate financial report of the previously completed season detailing the total expenses and revenue for each production, the total dollar amount of received donations, and the total dollar amount of received grants.



SECTION 9: RATES AND FEES

9.1 RESCO Rate and Fee Increases

The benchmark date for setting rates is 2026.

Every three (3) years, all rates and fees shall be reviewed with the option to increase. Increases will not exceed the September three-year average of the Consumer Price Index (CPI), Washington-Arlington-Alexandria area.

9.2 Warehouse Storage Space Fee

Rental rate for Storage Space described at **Exhibit B.1**.

9.3 Theatre and Social Hall Rental Rates

Rental Rates for the F. Scott Fitzgerald Theatre and Social Hall are listed at **Exhibit B.2**.

9.4 Equipment Rental Fees

Equipment rental fees are listed at **Exhibit B.3**.

9.5 Special Package Fees

Special package fees are listed at **Exhibit B.4**.

9.6 Theatre Per Ticket Fees

Theatre per ticket fees are listed at **Exhibit B.5**.



SECTION 10. MISCELLANEOUS

10.1 Notices and Demands

Formal notices, demands, and communications between the RESCO 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

To RESCO: Rockville Little Theatre
c/o President and Treasurer
PO Box 4466
Rockville, MD 20849

10.1.1 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.

10.1.2 RESCO shall promptly notify City with any changes to entity or address throughout the Term.

10.2 Governing 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.

10.2.1 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 RESCO 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.

10.2.2 Notwithstanding anything herein contained to the contrary, RESCO acknowledges the Mayor and Council is a municipal corporation and its obligations hereunder are given only to the extent permitted by applicable law, contingent upon the appropriation and encumbrance of funding; are subject to the Maryland Public Information Act presumption that all records within the custody of the City are available to the public for review; and are 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.

10.3 **Survival**

The parties agree that 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 representations, warranties, acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination will so survive.

10.4 **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.

10.5 **Entire Agreement**

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties.

10.6 **Waivers and Amendments, Writing Required**

10.6.1 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.

10.6.2 No waiver by any party at any time of any of the terms, conditions, or covenants shall be deemed as a waiver at any time thereafter of the same or of any other terms, condition or covenant.

10.7 **No Third-Party Beneficiary**



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

10.8 Successors

The covenants of this Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors, administrators, executors, and assigns.

10.9 Signatures

10.9.1 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.

10.9.2 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.

[Signatures on Following Page]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

THE MAYOR AND COUNCIL OF ROCKVILLE:

Jeff Mihelich, City Manager

APPROVED AS TO FORM AND LEGALITY:

Robert E. Dawson, City Attorney

WITNESS:

ROCKVILLE LITTLE THEATRE:

Aaron Skolnik
Treasurer
Rockville Little Theatre

Jeff McDermott
President
Rockville Little Theatre



EXHIBIT A

Insurance

RESCO must obtain, at its own cost and expense, and keep in full force and effect during the term of the Agreement including all extensions, the following insurance with an insurance company licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies.

The procuring of such required policy or policies of insurance will not be construed to limit RESCO’s liability hereunder nor to fulfill the indemnification provisions of this Agreement.

RESCO must submit to the City’s Safety & Risk Management Division, a certificate of insurance and all requested insurance endorsements evidencing the insurance as follows:

a. Mandatory Requirements for Insurance.

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

RESCO must obtain Commercial General Liability with a minimum per occurrence liability limit of \$1,000,000.

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. <i>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</i>
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b. Policy Cancellation

No change, cancellation or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the City’s Safety & Risk Management Division. RESCO shall furnish a new certificate prior to any change or cancellation date. The failure of RESCO 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.

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

CERTIFICATE HOLDER

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



EXHIBIT B

Fees – Rate Schedule

RESCO status is subject to timely payment of fees as described in the following schedules.

- B.1 **Warehouse Storage Space Fee**
- B.2 **Theatre and Social Hall Rental Rates**
- B.3 **Equipment Rental Fees**
- B.4 **Special Package Fees**
- B.5 **Theatre Per Ticket Fees**



EXHIBIT B.1

Storage Space

The fee for storage space use is: \$3,549.00 for the Term.

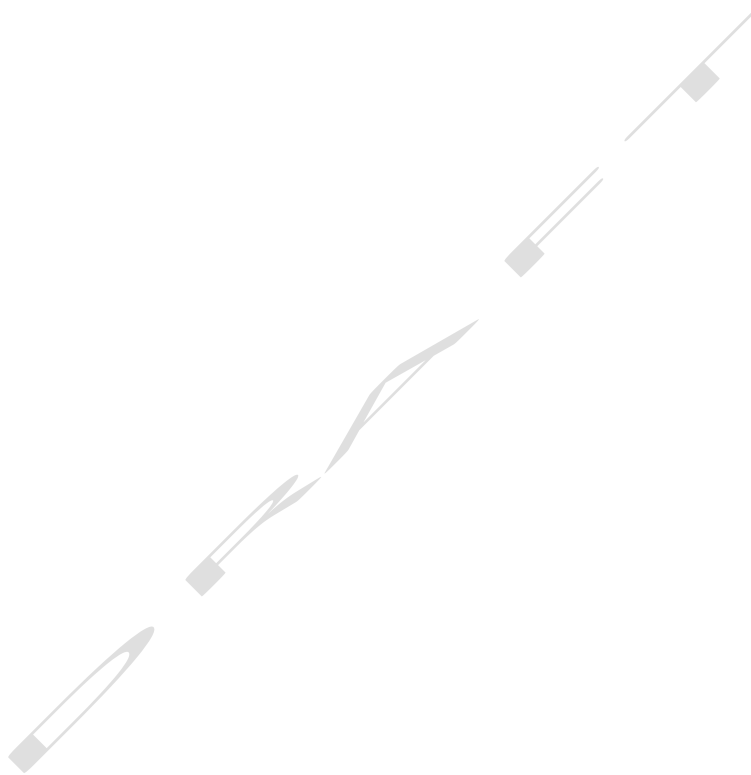


EXHIBIT B.2

Theatre and Social Hall Rental Rates

A four-hour rental minimum per contracted date is required to reserve the Theatre. For pick-up technical rehearsals scheduled in the Theatre on the Thursday of the second and/or third week of a contracted production, a three-hour required rental minimum is allowed. A three-hour rental minimum per contracted date is required to reserve the Social Hall. The following rental rates only apply to contracted production rehearsals and performances, including non-fundraiser social events.

Theatre Rental Rates	
Monday, Tuesday & Wednesday	\$141 per hour
Thursday & Sunday	\$220 per hour
Friday & Saturday	\$261 per hour

Social Hall Rental Rates	
Monday, Tuesday, Wednesday & Thursday (anytime)	\$54 per hour
Friday, Saturday & Sunday (anytime)	\$103 per hour
General Use During Production Contracted Dates & Times*	\$255 flat daily fee
Temporary Extra Dressing Room Space and/or Storage	\$100 flat fee for an entire contracted production run

* Cannot be used for temporary extra dressing room space and/or storage.

Temporary Extra Dressing Room Space and/or Storage

The RESCO may rent the Social Hall for temporary extra dressing space and/or storage during its contracted rehearsal and performance hours in the Theatre. This use is allowed when the RESCO with a higher onstage and backstage participant count exceeds the established fire code capacity for the backstage, dressing rooms, and green rooms areas or when their equipment exceeds the allowable capacity and functional space backstage. This space is only allowed for performers and crew (NOT the public). The space cannot be used for meals, fundraisers, lectures/Q&A sessions, social gatherings, events, etc. City staff must always have access to the Social Hall, at any time, due to safety requirements. The Social Hall is only offered Wednesday through Sunday, can be reserved based on availability, and must be included in the rental contract and/or addendum before use is granted.



EXHIBIT B.3

Equipment Rental Fees

Equipment rental fees are for an entire contracted production or non-fundraiser social event in the Theatre and Social Hall unless otherwise indicated.

Equipment Description	Price
Wired Clear-Com intercom system (up to 6 units)	\$0 flat fee
Wireless Clear-Com intercom system (up to 4 units)	\$25 flat fee
Hanging microphone (for 4 units total)	\$0 flat fee
Labor to move a hanging microphone	\$25 flat fee
Wireless lavalier or handheld microphone (up to 4 units of either types)	\$25 per item
Wired microphone	\$25 per item
Additional hanging microphone	\$25 per item
Spike tape	\$15 per item
Glow tape	\$25 per item
Gaffer tape	\$35 per item
Lectern	\$10 flat fee
Surround sound speakers (Social Hall only)	\$25 flat fee
Mic & podium	\$35 per item
Standing chorus riser (up to 3 risers)	\$35 flat fee
4ft x 8ft Platform riser (up to 12 risers)	\$35 flat fee
Set-up and breakdown of 15 or less music stands and/or chairs	\$0 flat fee
Set-up and breakdown of 16 to 49 music stands and/or chairs	\$50 flat fee
Set-up and breakdown of 50 to 85 music stands and/or chairs	\$100 flat fee
Rows A & B auditorium seating (black interlocking wire chairs)	\$100 flat fee
Set-up and breakdown of pipe-and-drape or other temporary curtain systems	\$100 flat fee
Floor monitor (up to 4 units with 4 separate mixes)	\$50 per item
Supertitles projector (mounted on catwalk)	\$75 flat fee
LCD front projector with screen (ceiling mounted at back of house)	\$200 flat fee



EXHIBIT B.3

Equipment Rental Fees

MAC Viper Profiles	\$0 flat fee
Follow spotlight (up to 2 follow spotlights)	\$100 flat fee
Upright piano (includes tuning)	\$250 per item
Grand piano (includes tuning)	\$350 per item
Wenger 3-panel acoustic concert sound shells (6 shells cover the full stage width)	\$120 flat fee
City box truck (for use during contracted load-in and strike rental hours only)	\$200 flat fee
Orchestra Pit	\$0 flat fee
Stage extension thrust and edge extensions (full stage width)	\$400 flat fee
Stage extension thrust (sized to cover orchestra pit only)	\$200 flat fee
Dance floor (Marley-type)	\$300 flat fee



EXHIBIT B.4

Special Package Fees

Special package hours do not go towards the minimum amount of contracted production hours.

Additional Theatre Technician Specialist	Established City hourly rate for position (minimum of 3 hours)
The Light & Sound Package	\$75 per 30 minutes (minimum of 30 minutes)
Red Wine and Purple/Red Beverages	\$500 flat fee per production/non-fundraiser social event contract
Customized Seating Map for Ticket Sales	\$300 per seating map

Additional Theatre Technician Specialist

The RESCO can request extra Theatre Technician Specialist labor during the contracted hours of a production.

The Light & Sound Package

The Light and Sound Package can be added on immediately before the beginning of the rental contract to allow the user group to install, remove, or make light and/or sound adjustments on-site with our technical staff. Up to two representatives from the RESCO can be on-site during use of this package. No guests, deliveries, vendors, set-up, rehearsals, etc. are allowed in the Theatre during this timeframe. The Theatre will open for the light and sound representatives only and then close again after arrival. All other services must take place during your contracted rental period.

Red Wine and Purple/Red Beverages

Red wine and purple/red beverages are allowed in the Social Hall only. Passing of red wine and/or purple and red beverages by wait staff is strictly prohibited. Bar and table service only are allowed.

Customized Seating Maps for Ticket Sales

The Theatre Box Office can make any seat map it offers into general admission seating and has two available seat maps for tiered seating. If the RESCO requires a customized seat map to be created for an event, it will take seven to 10 business days to complete.



EXHIBIT B.5

Theatre Per Ticket Fees

Theatre per ticket fees are collected by the City as revenue.

- \$3.00 per exchanged ticket
- \$2.25 per general admission ticket
- \$2.25 per assigned seating ticket
- \$2.25 per third party or discounted ticketing companies
- \$1.75 per season ticket
- \$0.65 per complimentary ticket
- Consignment tickets, printed tickets, and Theatre box office buy-outs are prohibited*

*This restriction only applies to production contracts that have the associated policy, as outlined in this Agreement, requiring a minimum number of productions each season, along with a minimum number of contracted hours.

The RESCO is allowed to handle the ticketing for up to one student matinee performances each season, which will not be subject to Theatre per ticket fees or Theatre Box Office buy-out fee. The student matinee is beneficial to both RESCO and City/Theatre and can also be considered community giveback.



DRAFT



CITY OF ROCKVILLE, MARYLAND
Cooperative Agreement

This **CITY OF ROCKVILLE Cooperative Agreement** (“**Agreement**”) is made this ___ day of _____ 2026 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, acting through its City Manager (the “**Mayor and Council**” or the “**City**”), and the **ROCKVILLE MUSICAL THEATRE (“RESCO”)**. Individually, the Mayor and Council and RESCO may each be referred to as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

- A. WHEREAS**, the Mayor and Council is a municipal corporation duly organized and existing under the laws of the State of Maryland with the power to carry on its business as it is now being conducted under the laws of the State of Maryland and the Rockville City Charter. Through its Department of Recreation and Parks (“**Department**”) the City administers facilities and programs that strive to provide a wide range of opportunities for creative expression for the benefit of the health and welfare of all people of the City to live enriched lives. Rockville Charter, Art. IV, Sec.1(b)(48), further described in Rockville Code Chapters 4 and 14; and
- B. WHEREAS**, Rockville Musical Theatre is a 501(c)(3) nonprofit corporation duly organized and in good standing in the state of Maryland situated in Rockville, with a mission to engage in community activities that promote and encourage the performing arts; and
- C. WHEREAS**, the City wishes to continue to collaborate by conferring renewed designation as a Resident Community Performing Arts Organization (“**RESCO**”) to Rockville Musical Theatre, along with associated benefits for use of City facilities commonly known as the F. Scott Fitzgerald Theatre and Social Hall to both encourage all aspects of theatrical production and facilitate the administration of City affairs; and
- D. WHEREAS**, Maryland law authorizes the use of outside groups to aid in the implementation of its programs at Md. Local Gov’t Code Ann. § 1-605; notwithstanding R.C. § 17-87(11) exempts services for City-sponsored social, cultural and recreational programs from competitive procurement this exchange of cooperation must be made by appropriate agreement in writing per R.C. § 17-36; and
- E. WHEREAS**, on [REDACTED], the Mayor and Council voted to renew the RESCO designation to Rockville Musical Theatre pursuant to the following terms and conditions and authorized the City Manager to execute this Cooperative Agreement on its behalf, subject to approval as to legal form by the City Attorney.

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



SECTION 1: GENERAL PROVISIONS

- 1.1 **Term:** This Agreement begins on the July 1, 2026 and continues through June 30, 2027 (“**Term**”), unless terminated sooner as set forth in the Section relating to termination. An award of RESCO status during the Term of this Agreement is not a guarantee of future RESCO status.
- 1.2 **Consideration:** This Agreement describes the contributions of each Party to combine resources, expertise and efforts toward their shared goal to encourage performing arts opportunities in Rockville to accomplish together more than either party could do on its own.
- 1.2.1 The City may designate as a Resident Community Performing Arts Organization a community organization that is (i) a registered 501 (c)(3); (ii) located within the City’s municipal boundaries; and (iii) with a demonstrated record of support for Rockville Theatre productions.
- 1.2.2 In exchange for the RESCO’s commitment to provide certain theatre opportunities in the Rockville community and other in-kind contributions and fees described at **Exhibit B**, the City makes available preferred facility, equipment and storage rates and expertise.
- 1.3 **Relationship of the Parties:** No relationship of employment, partnership, joint venture, or other joint enterprise shall be deemed to be created by the Parties by this Agreement.
- 1.3.1 RESCO shall not assign or transfer any interest in this Agreement nor the performance of any of the RESCO’s obligations hereunder, without the prior written consent of the City Manager.
- 1.3.2 In the event the City determines that any of the rights, duties, or obligations under this Agreement have been subcontracted or assigned to another vendor by RESCO, without the written consent of the City Manager, then the City may exercise its right to take any appropriate remedy including, without limitation, termination of this Agreement.
- 1.4 **Incorporation.** The recitals and exhibits 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 this Agreement. Accordingly, the recitals and exhibits are fully incorporated by reference as if fully set forth herein.
- 1.5 **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.
- 1.6 **Agreement Administrator**

The RESCO shall refer any decisions and direct all fees which must be made by or paid to the City to the following Agreement Administrator (“**Agreement Administrator**”):

David Monagas, Theatre Supervisor
Glenview Mansion at Rockville Civic Center Park
603 Edmonston Drive
Rockville, MD 20851
(240) 314-8664
dmonagas@rockvillemd.gov

- 1.6.1 The City may modify the foregoing by notice in writing.



SECTION 2: STATEMENT OF MUTUAL BENEFIT

The City and RESCO mutually recognize the value of support and expertise of each towards accomplishing their shared goal for the public benefit.

2.1 Benefits to the City

Mayor and Council receives the following benefits:

- 2.1.1 The ability to make available to the community the opportunity to participate in legacy performing arts organizations with a complete theatre experience by allowing their members to fully participate in every aspect of a theatrical production.
- 2.1.2 Enhancement of the Rockville cultural arts community through enhanced visibility via association with the Theatre.
- 2.1.3 The contribution of expertise, labor and resources to community engagement through theatrical productions.
- 2.1.4 Rockville citizens benefit from a full production season which showcases different performing styles. The City receives a minimum number of productions from the RESCO each season, along with a minimum number of contracted hours.
- 2.1.5 Agreed level of participation from the RESCO in City “give-back” events.
- 2.1.6 Allows for limited resources to be redirected knowing quality cultural programming is being provided.

2.2 Benefits to the RESCO

The RESCO receives the following benefits:

- 2.2.1 The RESCO can present multiple productions with multiple performances per production in the Theatre each season.
- 2.2.2 The RESCO will receive placement in the Theatre and Social Hall master calendars for contracted productions before contracted are accepted from the public. If the RESCO would like to add production rehearsal and/or performance dates, it must be discussed in advance of contract execution with the Superintendent of Community Facilities, Theatre Supervisor, Theatre Production Specialist, and Box Office and Marketing Manager.
- 2.2.3 The RESCO may use the following facility areas during rehearsal and performance rental hours for a production: Lobby, Concessions Stand, Auditorium (the “**House**”), Full Stage, Stage Wings, Technical Bridge, Green Room, Large Dressing Room, Small Dressing Room, and Loading Dock. The Social Hall may also be rented during contracted rehearsal and performance dates and times.
- 2.2.4 With proper training from the City’s Recreation and Parks Department “**Theatre Supervisor**” and/or “**Theatre Production Specialist**”, the RESCO production crews will have supervised access to use the Theatre equipment during contracted rental times in the Theatre and Social Hall, specifically access to lighting equipment, sound equipment, curtains, and intercom systems. No access will be given to ladders over 10 feet in height; the motorized lighting bar; catwalk; or the Genie aerial work platform, super straddle, and its accessories.
- 2.2.5 Up to two technical walk throughs per production will be held with the City’s Theatre Supervisor and/or Theatre Production Specialist and the RESCO production staff and crew. The walk through(s) will be used to review, approve, and finalize all production details and requests and reiterate the policies and procedures



outlined in the F. Scott Fitzgerald Theatre and Social Hall Information Packet. The latest version of the F. Scott Fitzgerald Theatre and Social Hall Information Packet will be attached to each production contract.

- 2.2.6 The RESCO technical crews may receive up to two light and sound trainings each City fiscal year (available upon request).
- 2.2.7 The RESCO will receive a set of hourly facility rental rates for Theatre and Social Hall rehearsals, performances, and non-fundraiser social events that are lower than the lowest published Theatre and Social Hall rental rates the Mayor and Council offers to the public.
- 2.2.8 The Mayor and Council will waive down payments and security deposits for contracted production rehearsals and performances and non-fundraiser social events in the Theatre and Social Hall.
- 2.2.9 Itemized charges listed in production contracts and/or addendums are paid after the production and come out of the RESCO's ticket revenue.
- 2.2.10 The RESCO will pay a reduced rental fee on Theatre equipment.
- 2.2.11 The RESCO may sell season ticket packages and individual production tickets for performances which take place in the Theatre through the Theatre Box Office.
- 2.2.12 The RESCO may collect donations through the Theatre Box Office during the entire season without a Theatre per donation fee.
- 2.2.13 The RESCO may reserve the Social Hall for a minimum of three rental hours per contracted date.
- 2.2.14 Patrons who are RESCO season subscribers can exchange tickets through the Theatre Box Office for a Theatre per ticket fee, which is charged back to the RESCO.
- 2.2.15 The RESCO ushers will be seated at no charge in the auditorium during a performance.
- 2.2.16 The Theatre Box Office will provide the RESCO reports on ticket sales and a patron list per production.
- 2.2.17 The RESCO will pay a reduced Theatre per ticket fee for each type of ticket sold through the Theatre Box Office. Theatre Box Office buy outs are prohibited for contracted productions which have the associated policy, as outlined in this Agreement, requiring a minimum number of productions each season, along with a minimum number of contracted hours.
- 2.2.18 The RESCO will be provided with one City Theatre Technician Specialist for contracted rehearsals and performances and one City House Manager on contracted performances dates.
- 2.2.19 The RESCO may request three meetings with Theatre staff each City fiscal year.



SECTION 3: RESCO RESPONSIBILITIES

To retain its status the RESCO must comply with the following terms and conditions.

- 3.1 Obtain and retain insurance, including all extensions, that meets the City requirements of insurance each season/fiscal year (see “**Attachment A**”). This is at the RESCO’s own expense and must always be kept in full force and effect during the term of the Agreement. The RESCO must submit its certificate of liability insurance to the Theatre Supervisor prior to execution of the Agreement by the City.
- 3.2 Allow the City Manager or his designee to supervise its access to and use of Theatre equipment during contracted rental times, including light equipment, sound equipment, curtains, and intercom systems. No access will be given to ladders over 10 feet in height; the motorized lighting bar; catwalk; or the Genie aerial work platform, super straddle, and its accessories.
- 3.3 Work with City staff to properly train volunteers and/or contracted personnel to work with Theatre equipment. Only trained individuals may perform technical work on City property and equipment. Individuals who will perform such work must be approved by the Theatre Supervisor and/or Theatre Production Specialist.
- 3.4 Be liable for and responsible to pay for the replacement value of all City-owned property and equipment which is damaged, lost, or stolen by the RESCO participants, employees, volunteers, contractors, or patrons during the term of the Agreement. The City may, at its sole discretion, repair or replace the damaged, lost, or stolen property and bill the RESCO for the related expense. The RESCO must remit full payment to the City within 30 days of receipt of such a bill.
- 3.5 Align its season to coincide with the City’s fiscal year timeframe, which is July 1 to June 30 annually.
- 3.6 Provide one production per City fiscal year/season with eight performances per production. Each production must have a minimum of 78 contracted hours.
- 3.7 Completely clear the following areas for a half strike: Lobby, Concessions Stand, Auditorium (“**the House**”), downstage of the mid-curtain on the Stage, Stage Wings, Green Room, Small Dressing Room, Social Hall, and Loading Dock. The RESCO will receive the Large Dressing Room for storage and the upstage area from the mid-curtain during its production contract. The coat room/storage room in the Lobby cannot be used for RESCO storage.
- 3.8 Provide two to four ushers for all performances. The ushers work with the City House Manager at each performance.
- 3.9 Every season, participate as requested or available in up to two City of Rockville community giveback events, such as performances at City events, as well as other "in-kind" contributions agreed upon by the City, Theatre, and RESCO. The RESCO must inform the Theatre Supervisor in writing after each occurrence of community giveback is completed.
- 3.10 Attend three annual all-RESCO meetings with Theatre staff to discuss mutual topics, such as marketing and advertising, Theatre operations, ticket sales, etc.
- 3.11 Only sell tickets for productions that are performed in the Theatre through the Theatre Box Office. Theatre Box Office buy outs are prohibited for contracted productions which have the associated policy, as outlined in this Agreement, requiring a minimum number of productions each season, along with a minimum number of contracted hours.
- 3.12 Execute a City contract and/or addendum and pay all fees for Theatre and Social Hall use for each production, rehearsal, and non-fundraiser social event. All rental, equipment, extra labor, and special package fees will be itemized on the contract and/or addendum. Rates listed at Exhibit B.



- 3.13 Submit its season and production ticket information to the Theatre Box Office and Marketing Manager for processing at least 90 calendar days before the start of ticket sales.
- 3.14 Provide a complimentary ticket list to the Box Office and Marketing Manager at least 72 hours in advance of each contracted performance date.
- 3.15 Complete a production meeting with the Theatre Supervisor and/or Theatre Production Specialist at least 30 business days before the first contracted date on a production or non-fundraiser social event contract and/or addendum.
- 3.16 Comply with current United States of America Federal Americans with Disabilities Act (“ADA”) regulations when using City property. If American Sign Language (“ASL”) Interpreters are requested during the contracted hours of a RESCO production, the cost for interpreter services will be split 50/50 between the RESCO and the City.
- 3.17 Not discriminate against any person, including any employee or applicant for employment, because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status.
- 3.18 Prior to any season or individual production tickets being placed on sale, disclose in writing to the Box Office and Marketing Manager, Theatre Supervisor, Theatre Production Specialist, and Superintendent of Community Facilities all content that includes but is not limited to: (i) Any material that may be offensive to some audiences due to adult language; (ii) violence; (iii) racially, ethnically, or sexually charged subject matter; (iv) nudity; (v) alcohol or substance abuse; (vi) self-harm or suicide; and (vii) depictions of smoking or vaping (viii) weapons; strobe lights; sudden loud noises or flashes of light; projectiles; interaction with audience members; and fog or other atmospheric effects. All pyrotechnics of any kind are strictly prohibited.
- 3.19 Prior to any season or individual production tickets being on sale, the City reserves the right to deny the RESCO presenting content that is in violation of Federal, State of Maryland, Montgomery County, and/or City of Rockville laws or regulations or City of Rockville, Department of Recreation and Parks and/or Mayor and Council priorities or initiatives.
- 3.20 Indemnify and save harmless the Mayor and Council and its appointed officials, employees, and volunteers, and all others working on behalf of the Mayor and Council from all suits, actions, damages and costs, of every name and description to which the City may be subjected or put by reason of injury, accident, theft, or damage to persons or property as a result of the RESCO’s use or operation of City property or facilities under this Agreement, whether caused by negligence or carelessness on the part of the RESCO, its servants, agents, employees, assignees or invitees, or other cause. Claims that are brought against the Mayor and Council are subject to the limits of the City’s scope of insurance coverage and subject to the limitations and immunities provided by law.
- 3.20.1 RESCO shall further indemnify and hold the City harmless for any personal injury or property damage resulting from the actions of RESCO, its employees, agents, or participants.
- 3.20.2 The City assumes no liability whatsoever for the safety of RESCO, its employees or agents, or for the participants in RESCO’s activities described herein.
- 3.20.3 RESCO releases the City, its employees and agents, from and agrees that the City, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses,



expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by or asserted or imposed against the City, its employees and agents, as a result of or in connection with RESCO's activities conducted pursuant to this Agreement, except for the gross negligence or willful misconduct of the City, its employees and agents.

3.20.4 This section shall survive the term of this Agreement.

- 3.21 Abide by, and require all agents, servants, employees, assignees, and invitees to abide by, all applicable Federal, State, County, and/or municipal laws and ordinances when using or operating City property or facilities.
- 3.22 Waive any and all claims of entitlement to workers' compensation benefits from the Mayor and Council and agree that at no time during the term of this Agreement, including any extensions, is there an employment relationship between the Mayor and Council and the RESCO or its servants, agents, employees, assignees, or invitees.
- 3.23 Waive any claims of liability against the Mayor and Council for loss or reimbursement due to cancellation or termination of a scheduled event due to force majeure, act of God, or inclement weather. If the Theatre and Social Hall adjusts or cancels a contract and/or addendum for any unforeseen reason, the contract and addendums will be reviewed and may include an amendment for a change of date or consideration of a partial or full refund, in addition to evaluating if the required minimum number of contracted hours for the impacted production should be reduced to remove the cancelled contract dates and/or times, which shall not be unreasonably withheld.
- 3.24 Follow all the regulations outlined in the F. Scott Fitzgerald Theatre and Social Hall Information Packet, which is attached to the RESCO's contract unless the regulation contradicts the terms and conditions outlined in this Agreement
- 3.25 Storage Space. Pay all fees, comply with all terms and conditions to maintain RESCO status and comply with additional terms and conditions in SECTION 3A related to use of storage space assigned by the City in the storage building located at 850 Avery Lane and situated on the ground of the Rockville Civic Center.



SECTION 3A: STORAGE SPACE ADDITIONAL TERMS

As a benefit of RESCO designation the City grants the RESCO authorization to use storage space the City assigns to them in the storage building, measured at 43 feet by 44 feet in size, designated herein as the “**Storage Space**,” for use in building and storing stage sets and storing other material in connection with performances at the Theatre, and for such other purposes as may be approved by the Superintendent of Community Facilities in writing, subject to the following terms.

3A.1 Fee. RESCO shall pay the fee identified in **Exhibit B1** (\$3,549) to the City to the attention of the designated representative on or before July 15, 2026 or forfeit use of the space for the year.

3A.2 Term. The period of time for use the Storage Space shall be on an annual basis unless terminated earlier upon revocation of RESCO status or other event of termination.

3A.3 Utilities. The City will pay for the following utilities serving the Storage Space: water, electricity, gas.

3A.4 Maintenance Responsibilities

3A.4.1 City responsibilities.

Base building maintenance and repairs by the City shall include electrical repairs to existing electrical panels and existing light fixtures; plumbing (collapsed pipe, snake to main drain, leaking fixtures, etc.); exterior of the storage building envelope (roof, roll-up doors, and main doors); gas heaters; windows; pest control within storage building; light bulb replacements; and stopped up sinks, toilets, and drains. City maintenance and repairs will not extend to the window A/C units. Once the window A/C units are deemed unrepairable or at end-of-life by the City, the equipment will be removed permanently from the Storage Space and will not be replaced by the City.

Repair to any damages to drywall, flooring, infrastructure, building envelope (roof, roll-up doors, and main doors), windows, or window A/C units caused by RESCO members, employees, servants, agents, or contractors will be the maintenance responsibility, but not the financial responsibility, of the City. In the event the City conducts such repairs, it shall issue a written invoice to the RESCO. The RESCO must pay the full amount of the invoice within thirty (30) days of receipt of the invoice.

3A.4.2 RESCO responsibilities.

The RESCO shall maintain the Storage Space and use of surrounding area in a clean and safe condition and always maintain clear access to the storage building driveway, storage building entryways, and storage building electrical panels. The City shall provide the RESCO keys for access to the storage building. Requests for keys should be directed to the Superintendent of Community Facilities.

The RESCO will be financially responsible for any repairs to damage, other than ordinary wear and tear, caused to the interior and exterior of the storage building by its members, employees, servants, agents, or contractors. Damages include but are not limited to drywall, flooring, infrastructure, building envelope (roof, roll-up doors, and main doors), windows, and window A/C units. An on-site walk through of the storage unit will be conducted with RESCO and City representatives to review and outline the damages and repairs, and an itemized invoice will be provided to the RESCO for payment to the City. The RESCO must pay the full amount of the invoice within thirty (30) days of receipt of the invoice.

3A.5 The RESCO will be responsible for security of their Storage Space; custodial cleaning; and trash and recycling removal (the RESCO can use the City dumpsters and recycling bins).



- 3A.6 RESCO shall not have authority to make improvements to the Storage Space except by written permission. Any improvement (additional outlets, new light fixtures, tiled floor, etc.) or new maintenance items to the RESCO's Storage Space is the responsibility of the RESCO. All proposals, specifications, and solicitations must be submitted to the Superintendent of Community Facilities and the City Facilities Property Manager for review and approval before any servants, agents, and/or contractors access City property or work commences.
- 3A.7 The City shall not be liable for any accident, theft, or damage whatsoever caused to the property of the RESCO, its agents, servants, employees, assignees, and invitees, resulting from the use or operation of the Storage Space by the RESCO, its agents, servants, employees, or invitees. All personal property of the RESCO, its agents, servants, employees, or invitees, stored or otherwise left in the Storage Space shall be at its (their) sole risk. The City assumes no liability or responsibility whatsoever with the respect to the conduct and operation of the RESCO's business.
- 3A.8 Transfer. Any attempt by the RESCO to assign, transfer or otherwise authorize use of any portion of the Storage Space to any other individual or entity shall be void.
- 3A.9 Property. The RESCO assumes all risk related to its property in the Storage Space.
- 3A.9.1 The RESCO is responsible to ensure the Storage Space and contents are properly described in the Certificate of Insurance required to retain the RESCO designation.
- 3A.9.2 The RESCO must remove all property at the expiration of the Term. Any remaining items shall be treated as abandoned and may be discarded at the discretion of the City or removed at RESCO cost to be invoiced and paid by RESCO within 30 days.
- 3A.10 Termination. At the expiration of the term or other event of termination RESCO shall return to the City the Storage Space keys and Storage Space free of RESCO property in the same condition at the beginning of the term, normal wear and tear excepted.
- 3A.10.1 Termination for convenience. Authorization to use the storage space may be terminated by either party prior to the Agreement Term upon written notice to the other party specifying the effective date of terminations at least ninety (90) days before said effective date. If this storage space is terminated pursuant to this paragraph, the City will refund to the RESCO a prorated amount of the annual rent for the period of time the storage building is not used.
- 3A.10.2 Termination for cause. If the RESCO breaches any of its obligations under this agreement, the City may terminate this Agreement for cause by sending written notice to the RESCO specifying the effective date of termination, at least thirty (30) days before said effective date. If the City terminates this agreement for cause pursuant to this paragraph, the RESCO shall not be entitled to any rent refund.
- 3A.10.3 Rescission of RESCO status. RESCO shall not be authorized to use the Storage Space in the event Mayor and Council rescinds the RESCO designation.



SECTION 4: CITY RESPONSIBILITIES

In addition to conferring to the RESCO designation, the Mayor and Council agrees to:

- 4.1 Provide the RESCO with a contract and/or addendum for each production that itemizes all rental, equipment, extra labor, and special package fees.
- 4.2 Serve as a resource for technical support and concept ideas for RESCO productions.
- 4.3 Attend three annual all-RESCO meetings to discuss mutual topics, such as marketing and advertising, Theatre operations, ticket sales, etc.
- 4.4 Offer rental of City box truck for transportation of set pieces and production equipment in the Rockville Civic Center storage building to the Theatre during their contracted production load-in and strike rental hours. If the City requires a RESCO to completely strike the Theatre stage and dressing rooms during a contracted production, the City will assist the RESCO with the load-out and load-in through use of the Civic Center's box truck and one Theatre Technician Specialist to serve as driver at no additional fee. This term and condition does not apply to Theatre stage and dressing room half-strikes that are a standard policy and practice in the RESCOs' production contracts.
- 4.5 Promote the RESCO performances through the City's online ticketing system and various marketing and advertising tools. In conjunction with the City's ticketing service provider, the City's Box Office will provide sales and marketing support for RESCO contracted productions, including placement on the City of Rockville and Theatre websites, social media accounts, and e-mail promotion to the Theatre's patron database. Additionally, the City will include RESCO contracted productions in F. Scott Fitzgerald Theatre marketing initiatives, including local publications and events calendars. The RESCO must meet City deadlines in order to be included in marketing and advertising support. At its discretion, the City reserves the right to reevaluate and revise its marketing and advertising offerings at any point in time.
- 4.6 Provide space in Rockville Civic Center Park storage building subject to the following terms and conditions described at Section 3A (rate listed at **Exhibit B.1**).



SECTION 5: CITY AND RESCO FINANCIAL RESPONSIBILITIES

The RESCO contracts, addendums, and production close-out reports must include the following criteria:

- 5.1 The RESCO agrees to pay all their production rental fees, equipment fees, extra labor fees, special package fees, overtime, and damages and loss.
- 5.2 If a City outside agency grant for funding support is provided to the RESCO, then a grant agreement will be prepared by the City separately from the Agreement.
- 5.3 A production close-out report will be provided to the RESCO at the close of each production within 30 business days from the last contracted date of each production. This report will include a patron list of individuals who purchased tickets, a breakdown of ticket sales by ticket type (including season ticket sales), Theatre per ticket fees, contract and addendum fees, and revenue owed to the RESCO and City.
- 5.4 The RESCO pay for its production rental fees, equipment fees, extra labor fees, and special package fees from season and individual ticket sale revenue, rather than upfront. After each production, the City will either issue payment to the RESCO in the amount of the net ticket sale balance (which is after withholding Theatre per ticket fees, rental fees, equipment fees, extra labor fees, and special package fees) or issue a bill to the RESCO for any remaining balance owed to the City.
- 5.5 If the City owes money to the RESCO, it shall be paid by check made out in the RESCO's name or through an Automated Clearing House ("ACH") electronic payment transfer.
- 5.6 If the RESCO owes money to the City, it shall be paid by check made out to the City of Rockville and submitted to the Theatre Supervisor for processing. Payment shall be due within 30 business days from the date on the City-issued memo that is included within the RESCO's production close out report.
- 5.7 The City shall provide payment of the net ticket sale balance (which is after withholding Theatre per ticket fees) based on the production close-out report within 30 business days from the last contracted date of each production.
- 5.8 The City shall provide the RESCO with quarterly payments for all donations collected throughout the season and a one-time payment of all donations collected during the designated timeframe for season ticket sales. The City does not withhold a fee per donation or percentage from the donation amount.
- 5.9 The RESCO will grant the Theatre Box Office and Marketing Manager full access to handle all ticket sales through third party or discounted ticketing companies:
 - i. The Box Office and Marketing Manager will work with the RESCO on each production to develop the ticket offer; discuss the timeline to ensure proper staff coverage for fulfillment; and establish the chain of command and communication for questions, cancellations, etc.
 - ii. The RESCO is prohibited from selling and/or managing all ticket sales through third party or discounted ticketing companies. All aspects of this process must only be handled by the Box Office and Marketing Manager.



SECTION 6. RESCISSION OF RESCO STATUS

The Mayor and Council may rescind the RESCO's RESCO status and terminate this agreement at its discretion and without cause by giving the RESCO 60 days prior written notice.

- 6.1 If the Mayor and Council rescinds an organization's RESCO status:
- i. The City may terminate the authority to use the assigned Rockville Civic Center Park Storage Space.
 - ii. The City may cancel the RESCO's remaining productions at the Theatre.
 - iii. The City may cancel all season and individual ticket sales associated with the cancelled productions.
 - iv. The RESCO will not pay for the unused rental dates, equipment, extra labor, or special package for each contract and/or addendum date that is cancelled.
 - v. The RESCO must reimburse the City for the Theatre per ticket fees the City paid to its ticketing service provider within 30 days of the effective date of the termination of this Agreement.
 - vi. The RESCO will not receive the discounted rental rates in the Theatre or Social Hall for any already contracted non-fundraiser social event. Contracts and/or addendums will be revised to require the payment of the non-discounted, publicly posted rental rates.
 - vii. The City will handle the ticket refunds with all customers for each cancelled season or performance date.
 - viii. The City will use collected season ticket revenue to refund season ticket patrons for cancelled productions.



SECTION 7. CANCELLATIONS

If the RESCO cancels a season, production, or performance, the cancellation request must be submitted in writing to the Theatre Supervisor and Superintendent of Community Facilities for review and approval/denial.

7.1 If the cancellation request is denied, the Theatre Supervisor will provide an explanation in writing to the RESCO, and the RESCO may ask that an appeal is submitted to the Director of Recreation and Parks. If the cancellation request is denied by the Director of Recreation and Parks, the RESCO may ask that an appeal be submitted to the City Manager's Office for review.

7.2 If the cancellation request is approved:

- i. The RESCO will not pay for the unused rental dates, equipment, extra labor, or special package for each contract and/or addendum date that is requested to be cancelled.
- ii. The RESCO must reimburse the City for the Theatre per ticket fees the City paid to its ticketing service provider within 30 days of the cancellation. It is at the discretion of the Director of Recreation and Parks and/or City Manager's Office to uphold or reverse this requirement.
- iii. The City will handle the ticket refunds with all customers for each cancelled season or performance date.
- iv. The City will use collected season ticket revenue to refund season ticket patrons for cancelled productions.

7.3 If the cancellation request is denied:

- i. The RESCO must pay the City a cancellation fee of 25% of the rental rate per cancelled rehearsal date and 50% of the rental rate per cancelled performance date.
- ii. The RESCO will not pay for the unused rental dates, equipment, extra labor, or special package for each contract and/or addendum date that is requested to be cancelled.
- iii. The RESCO must reimburse the City for the Theatre per ticket fees the City paid to its ticketing service provider within 30 days of the cancellation.
- iv. The City will handle the ticket refunds with all customers for each cancelled season or performance date.
- v. The City will use collected season ticket revenue to refund season ticket patrons for cancelled productions.



SECTION 8. RESCO REPORTING RESPONSIBILITIES

The RESCO must meet the following reporting obligations:

- 8.1 By July 1 each City fiscal year, the RESCO must provide the City with the contact information of each RESCO Board Member and indicate the Executive Members. The Executive Members are the individuals that have the power to sign contracts and addendums on behalf of the RESCO, make management and operational decisions on behalf of the RESCO, and will be the City's point of contact. Typically, the President, Vice President, and Treasurer are the Executive Members.
- 8.2 By July 1 each City fiscal year, the RESCO must submit its strategic plan detailing the strategies to support ongoing operations. If the RESCO is part of a consortium with another RESCO organization, the RESCOs must split out the strategic plans for each organization since operations may differ between organizations. A strategic plan may include a cover page, executive summary, company overview, industry analysis, customer analysis, competitive analysis, marketing and advertising plan, operations plan, management team, and financial plan, including financial projections.
- 8.3 By September 15 each City fiscal year, the RESCO must submit to the City an accurate financial report of the previously completed season detailing the total expenses and revenue for each production, the total dollar amount of received donations, and the total dollar amount of received grants.



SECTION 9: RATES AND FEES

9.1 RESCO Rate and Fee Increases

The benchmark date for setting rates and fees is 2026.

Every three (3) years, all rates and fees shall be reviewed with the option to increase. Increases will not exceed the September three-year average of the Consumer Price Index (CPI), Washington-Arlington-Alexandria area.

9.2 Warehouse Storage Space Fee

Rental rate for Storage Space described at **Exhibit B.1**.

9.3 Theatre and Social Hall Rental Rates

Rental Rates for the F. Scott Fitzgerald Theatre and Social Hall are listed at **Exhibit B.2**.

9.4 Equipment Rental Fees

Equipment rental fees are listed at **Exhibit B.3**.

9.5 Special Package Fees

Special package fees are listed at **Exhibit B.4**.

9.6 Theatre Per Ticket Fees

Theatre per ticket fees are listed at **Exhibit B.5**.



SECTION 10. MISCELLANEOUS

10.1 Notices and Demands

Formal notices, demands, and communications between the RESCO 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

To RESCO: Rockville Musical Theatre
c/o President and Treasurer
PO Box 1248
Rockville, MD 20849

10.1.1 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.

10.1.2 RESCO shall promptly notify City with any changes to entity or address throughout the Term.

10.2 Governing 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.

10.2.1 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 RESCO 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.

10.2.2 Notwithstanding anything herein contained to the contrary, RESCO acknowledges the Mayor and Council is a municipal corporation and its obligations hereunder are given only to the extent permitted by applicable law, contingent upon the appropriation and encumbrance of funding; are subject to the Maryland Public Information Act presumption that all records within the custody of the City are available to the public for review; and are 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.

10.3 **Survival**

The parties agree that 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 representations, warranties, acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination will so survive.

10.4 **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.

10.5 **Entire Agreement**

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties.

10.6 **Waivers and Amendments, Writing Required**

10.6.1 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.

10.6.2 No waiver by any party at any time of any of the terms, conditions, or covenants shall be deemed as a waiver at any time thereafter of the same or of any other terms, condition or covenant.

10.7 **No Third-Party Beneficiary**



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

10.8 Successors

The covenants of this Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors, administrators, executors, and assigns.

10.9 Signatures

10.9.1 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.

10.9.2 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.

[Signatures on Following Page]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

THE MAYOR AND COUNCIL OF ROCKVILLE:

Jeff Mihelich, City Manager

APPROVED AS TO FORM AND LEGALITY:

Robert E. Dawson, City Attorney

WITNESS:

ROCKVILLE MUSICAL THEATRE:

Courtney Knoerlein, Vice President

Megan Evans, President



EXHIBIT A

Insurance

RESCO must obtain, at its own cost and expense, and keep in full force and effect during the term of the Agreement including all extensions, the following insurance with an insurance company licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies.

The procuring of such required policy or policies of insurance will not be construed to limit RESCO’s liability hereunder nor to fulfill the indemnification provisions of this Agreement.

RESCO must submit to the City’s Safety & Risk Management Division, a certificate of insurance and all requested insurance endorsements evidencing the insurance as follows:

a. Mandatory Requirements for Insurance.

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

RESCO must obtain Commercial General Liability with a minimum per occurrence liability limit of \$1,000,000.

<p>3. Commercial General Liability</p> <p>a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury</p>	<p>Each Occurrence: \$1,000,000</p>	<p>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.</p>
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b. Policy Cancellation

No change, cancellation or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the City’s Safety & Risk Management Division. RESCO shall furnish a new certificate prior to any change or cancellation date. The failure of RESCO 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.

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

CERTIFICATE HOLDER

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



EXHIBIT B

Fees – Rate Schedule

RESCO status is subject to timely payment of fees as described in the following schedules.

- B.1 **Warehouse Storage Space Fee**
- B.2 **Theatre and Social Hall Rental Rates**
- B.3 **Equipment Rental Fees**
- B.4 **Special Package Fees**
- B.5 **Theatre Per Ticket Fees**



EXHIBIT B.1

Storage Space

The fee for storage space use is: \$ 3,549.00 for the Term.

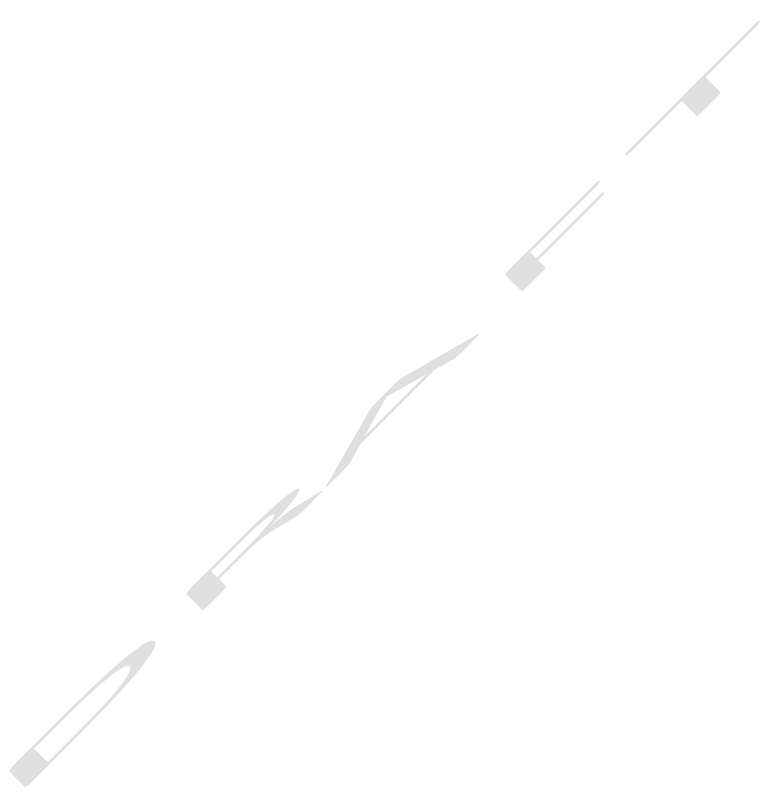


EXHIBIT B.2

Theatre and Social Hall Rental Rates

Exhibit B.2: Theatre and Social Hall Rental Rates

A four-hour rental minimum per contracted date is required to reserve the Theatre. For pick-up technical rehearsals scheduled in the Theatre on the Thursday of the second and/or third week of a contracted production, a three-hour required rental minimum is allowed. A three-hour rental minimum per contracted date is required to reserve the Social Hall. The following rental rates only apply to contracted production rehearsals and performances, including non-fundraiser social events.

Theatre Rental Rates	
Monday, Tuesday & Wednesday	\$141 per hour
Thursday & Sunday	\$220 per hour
Friday & Saturday	\$261 per hour

Social Hall Rental Rates	
Monday, Tuesday, Wednesday & Thursday (anytime)	\$54 per hour
Friday, Saturday & Sunday (anytime)	\$103 per hour
General Use During Production Contracted Dates & Times*	\$255 flat daily fee
Temporary Extra Dressing Room Space and/or Storage	\$100 flat fee for an entire contracted production run

* Cannot be used for temporary extra dressing room space and/or storage.

Temporary Extra Dressing Room Space and/or Storage

The RESCO may rent the Social Hall for temporary extra dressing space and/or storage during its contracted rehearsal and performance hours in the Theatre. This use is allowed when the RESCO with a higher onstage and backstage participant count exceeds the established fire code capacity for the backstage, dressing rooms, and green rooms areas or when their equipment exceeds the allowable capacity and functional space backstage. This space is only allowed for performers and crew (NOT the public). The space cannot be used for meals, fundraisers, lectures/Q&A sessions, social gatherings, events, etc. City staff must always have access to the Social Hall, at any time, due to safety requirements. The Social Hall is only offered Wednesday through Sunday, can be reserved based on availability, and must be included in the rental contract and/or addendum before use is granted.



EXHIBIT B.3

Equipment Rental Fees

Exhibit B.3: Equipment Rental Fees

Equipment rental fees are for an entire contracted production or non-fundraiser social event in the Theatre and Social Hall unless otherwise indicated.

Equipment Description	Price
Wired Clear-Com intercom system (up to 6 units)	\$0 flat fee
Wireless Clear-Com intercom system (up to 4 units)	\$25 flat fee
Hanging microphone (for 4 units total)	\$0 flat fee
Labor to move a hanging microphone	\$25 flat fee
Wireless lavalier or handheld microphone (up to 4 units of either types)	\$25 per item
Wired microphone	\$25 per item
Additional hanging microphone	\$25 per item
Spike tape	\$15 per item
Glow tape	\$25 per item
Gaffer tape	\$35 per item
Lectern	\$10 flat fee
Surround sound speakers (Social Hall only)	\$25 flat fee
Mic & podium	\$35 per item
Standing chorus riser (up to 3 risers)	\$35 flat fee
4ft x 8ft Platform riser (up to 12 risers)	\$35 flat fee
Set-up and breakdown of 15 or less music stands and/or chairs	\$0 flat fee
Set-up and breakdown of 16 to 49 music stands and/or chairs	\$50 flat fee
Set-up and breakdown of 50 to 85 music stands and/or chairs	\$100 flat fee
Rows A & B auditorium seating (black interlocking wire chairs)	\$100 flat fee
Set-up and breakdown of pipe-and-drape or other temporary curtain systems	\$100 flat fee
Floor monitor (up to 4 units with 4 separate mixes)	\$50 per item



EXHIBIT B.3**Equipment Rental Fees**

Supertitles projector (mounted on catwalk)	\$75 flat fee
LCD front projector with screen (ceiling mounted at back of house)	\$200 flat fee
MAC Viper Profiles	\$0 flat fee
Follow spotlight (up to 2 follow spotlights)	\$100 flat fee
Upright piano (includes tuning)	\$250 per item
Grand piano (includes tuning)	\$350 per item
Wenger 3-panel acoustic concert sound shells (6 shells cover the full stage width)	\$120 flat fee
City box truck (for use during contracted load-in and strike rental hours only)	\$200 flat fee
Orchestra Pit	\$0 flat fee
Stage extension thrust and edge extensions (full stage width)	\$400 flat fee
Stage extension thrust (sized to cover orchestra pit only)	\$200 flat fee
Dance floor (Marley-type)	\$300 flat fee



EXHIBIT B.4

Special Package Fees

Exhibit B.4: Special Package Fees

Special package hours do not go towards the minimum amount of contracted production hours.

Additional Theatre Technician Specialist	Established City hourly rate for position (minimum of 3 hours)
The Light & Sound Package	\$75 per 30 minutes (minimum of 30 minutes)
Red Wine and Purple/Red Beverages	\$500 flat fee per production/non-fundraiser social event contract
Customized Seating Map for Ticket Sales	\$300 per seating map

Additional Theatre Technician Specialist

The RESCO can request extra Theatre Technician Specialist labor during the contracted hours of a production.

The Light & Sound Package

The Light and Sound Package can be added on immediately before the beginning of the rental contract to allow the user group to install, remove, or make light and/or sound adjustments on-site with our technical staff. Up to two representatives from the RESCO can be on-site during use of this package. No guests, deliveries, vendors, set-up, rehearsals, etc. are allowed in the Theatre during this timeframe. The Theatre will open for the light and sound representatives only and then close again after arrival. All other services must take place during your contracted rental period.

Red Wine and Purple/Red Beverages

Red wine and purple/red beverages are allowed in the Social Hall only. Passing of red wine and/or purple and red beverages by wait staff is strictly prohibited. Bar and table service only are allowed.

Customized Seating Maps for Ticket Sales

The Theatre Box Office can make any seat map it offers into general admission seating and has two available seat maps for tiered seating. If the RESCO requires a customized seat map to be created for an event, it will take seven to 10 business days to complete.



EXHIBIT B.5

Theatre Per Ticket Fees

Theatre per ticket fees are collected by the City as revenue.

- \$3.00 per exchanged ticket
- \$2.25 per general admission ticket
- \$2.25 per assigned seating ticket
- \$2.25 per third party or discounted ticketing companies
- \$1.75 per season ticket
- \$0.65 per complimentary ticket
- Consignment tickets, printed tickets, and Theatre box office buy-outs are prohibited*

*This restriction only applies to production contracts that have the associated policy, as outlined in this Agreement, requiring a minimum number of productions each season, along with a minimum number of contracted hours.



DRAFT



CITY OF ROCKVILLE, MARYLAND
Cooperative Agreement

This **CITY OF ROCKVILLE Cooperative Agreement** (“**Agreement**”) is made this ___ day of _____ 2026 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, acting through its City Manager (the “**Mayor and Council**” or the “**City**”), and the **VICTORIAN LYRIC OPERA COMPANY** (“**RESCO**”). Individually, the Mayor and Council and RESCO may each be referred to as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

- A. WHEREAS**, the Mayor and Council is a municipal corporation duly organized and existing under the laws of the State of Maryland with the power to carry on its business as it is now being conducted under the laws of the State of Maryland and the Rockville City Charter. Through its Department of Recreation and Parks (“**Department**”) the City administers facilities and programs that strive to provide a wide range of opportunities for creative expression for the benefit of the health and welfare of all people of the City to live enriched lives. Rockville Charter, Art. IV, Sec.1(b)(48), further described in Rockville Code Chapters 4 and 14; and
- B. WHEREAS**, the Victorian Lyric Opera Company is a 501(c)(3) nonprofit corporation duly organized and in good standing in the state of Maryland situated in Rockville, with a mission to engage in community activities that promote and encourage the performing arts; and
- C. WHEREAS**, the City wishes to continue to collaborate by conferring renewed designation as a Resident Community Performing Arts Organization (“**RESCO**”) to Victorian Lyric Opera Company, along with associated benefits for use of City facilities commonly known as the F. Scott Fitzgerald Theatre and Social Hall to both encourage all aspects of theatrical production and facilitate the administration of City affairs; and
- D. WHEREAS**, Maryland law authorizes the use of outside groups to aid in the implementation of its programs at Md. Local Gov’t Code Ann. § 1-605; notwithstanding R.C. § 17-87(11) exempts services for City-sponsored social, cultural and recreational programs from competitive procurement this exchange of cooperation must be made by appropriate agreement in writing per R.C. § 17-36; and
- E. WHEREAS**, on [REDACTED], the Mayor and Council voted to renew the RESCO designation to Victorian Lyric Opera Company pursuant to the following terms and conditions and authorized the City Manager to execute this Cooperative Agreement on its behalf, subject to approval as to legal form by the City Attorney.

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



SECTION 1: GENERAL PROVISIONS

- 1.1 **Term:** This Agreement begins on the July 1, 2026 and continues through June 30, 2027 (“**Term**”), unless terminated sooner as set forth in the Section relating to termination. An award of RESCO status during the Term of this Agreement is not a guarantee of future RESCO status.
- 1.2 **Consideration:** This Agreement describes the contributions of each Party to combine resources, expertise and efforts toward their shared goal to encourage performing arts opportunities in Rockville to accomplish together more than either party could do on its own.
- 1.2.1 The City may designate as a Resident Community Performing Arts Organization a community organization that is (i) a registered 501 (c)(3); (ii) located within the City’s municipal boundaries; and (iii) with a demonstrated record of support for Rockville Theatre productions.
- 1.2.2 In exchange for the RESCO’s commitment to provide certain theatre opportunities in the Rockville community and other in-kind contributions and fees described at **Exhibit B**, the City makes available preferred facility, equipment and storage rates and expertise.
- 1.3 **Relationship of the Parties:** No relationship of employment, partnership, joint venture, or other joint enterprise shall be deemed to be created by the Parties by this Agreement.
- 1.3.1 RESCO shall not assign or transfer any interest in this Agreement nor the performance of any of the RESCO’s obligations hereunder, without the prior written consent of the City Manager.
- 1.3.2 In the event the City determines that any of the rights, duties, or obligations under this Agreement have been subcontracted or assigned to another vendor by RESCO, without the written consent of the City Manager, then the City may exercise its right to take any appropriate remedy including, without limitation, termination of this Agreement.
- 1.4 **Incorporation.** The recitals and exhibits 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 this Agreement. Accordingly, the recitals and exhibits are fully incorporated by reference as if fully set forth herein.
- 1.5 **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.
- 1.6 **Agreement Administrator**

The RESCO shall refer any decisions and direct all fees which must be made by or paid to the City to the following Agreement Administrator (“**Agreement Administrator**”):

David Monagas, Theatre Supervisor
Glenview Mansion at Rockville Civic Center Park
603 Edmonston Drive
Rockville, MD 20851
(240) 314-8664
dmonagas@rockvillemd.gov

- 1.6.1 The City may modify the foregoing by notice in writing.



SECTION 2: STATEMENT OF MUTUAL BENEFIT

The City and RESCO mutually recognize the value of support and expertise of each towards accomplishing their shared goal for the public benefit.

2.1 Benefits to the City

Mayor and Council receives the following benefits:

- 2.1.1 The ability to make available to the community the opportunity to participate in legacy performing arts organizations with a complete theatre experience by allowing their members to fully participate in every aspect of a theatrical production.
- 2.1.2 Enhancement of the Rockville cultural arts community through enhanced visibility via association with the Theatre.
- 2.1.3 The contribution of expertise, labor and resources to community engagement through theatrical productions.
- 2.1.4 Rockville citizens benefit from a full production season which showcases different performing styles. The City receives a minimum number of productions from the RESCO each season, along with a minimum number of contracted hours.
- 2.1.5 Agreed level of participation from the RESCO in City “give-back” events.
- 2.1.6 Allows for limited resources to be redirected knowing quality cultural programming is being provided.

2.2 Benefits to the RESCO

The RESCO receives the following benefits:

- 2.2.1 The RESCO can present multiple productions with multiple performances per production in the Theatre each season.
- 2.2.2 The RESCO will receive placement in the Theatre and Social Hall master calendars for contracted productions before contracted are accepted from the public. If the RESCO would like to add production rehearsal and/or performance dates, it must be discussed in advance of contract execution with the Superintendent of Community Facilities, Theatre Supervisor, Theatre Production Specialist, and Box Office and Marketing Manager.
- 2.2.3 The RESCO may use the following facility areas during rehearsal and performance rental hours for a production: Lobby, Concessions Stand, Auditorium (the “**House**”), Full Stage, Stage Wings, Technical Bridge, Green Room, Large Dressing Room, Small Dressing Room, and Loading Dock. The Social Hall may also be rented during contracted rehearsal and performance dates and times.
- 2.2.4 With proper training from the City’s Recreation and Parks Department “**Theatre Supervisor**” and/or “**Theatre Production Specialist**”, the RESCO production crews will have supervised access to use the Theatre equipment during contracted rental times in the Theatre and Social Hall, specifically access to lighting equipment, sound equipment, curtains, and intercom systems. No access will be given to ladders over 10 feet in height; the motorized lighting bar; catwalk; or the Genie aerial work platform, super straddle, and its accessories.
- 2.2.5 Up to two technical walk throughs per production will be held with the City’s Theatre Supervisor and/or Theatre Production Specialist and the RESCO production staff and crew. The walk through(s) will be used to review, approve, and finalize all production details and requests and reiterate the policies and procedures



outlined in the F. Scott Fitzgerald Theatre and Social Hall Information Packet. The latest version of the F. Scott Fitzgerald Theatre and Social Hall Information Packet will be attached to each production contract.

- 2.2.6 The RESCO technical crews may receive up to two light and sound trainings each City fiscal year (available upon request).
- 2.2.7 The RESCO will receive a set of hourly facility rental rates for Theatre and Social Hall rehearsals, performances, and non-fundraiser social events that are lower than the lowest published Theatre and Social Hall rental rates the Mayor and Council offers to the public.
- 2.2.8 The Mayor and Council will waive down payments and security deposits for contracted production rehearsals and performances and non-fundraiser social events in the Theatre and Social Hall.
- 2.2.9 Itemized charges listed in production contracts and/or addendums are paid after the production and come out of the RESCO's ticket revenue.
- 2.2.10 The RESCO will pay a reduced rental fee on Theatre equipment.
- 2.2.11 The RESCO may sell season ticket packages and individual production tickets for performances which take place in the Theatre through the Theatre Box Office.
- 2.2.12 The RESCO may collect donations through the Theatre Box Office during the entire season without a Theatre per donation fee.
- 2.2.13 The RESCO may reserve the Social Hall for a minimum of three rental hours per contracted date.
- 2.2.14 Patrons who are RESCO season subscribers can exchange tickets through the Theatre Box Office for a Theatre per ticket fee, which is charged back to the RESCO.
- 2.2.15 The RESCO ushers will be seated at no charge in the auditorium during a performance.
- 2.2.16 The Theatre Box Office will provide the RESCO reports on ticket sales and a patron list per production.
- 2.2.17 The RESCO will pay a reduced Theatre per ticket fee for each type of ticket sold through the Theatre Box Office. Theatre Box Office buy outs are prohibited for contracted productions which have the associated policy, as outlined in this Agreement, requiring a minimum number of productions each season, along with a minimum number of contracted hours.
- 2.2.18 The RESCO will be provided with one City Theatre Technician Specialist for contracted rehearsals and performances and one City House Manager on contracted performances dates.
- 2.2.19 The RESCO may request three meetings with Theatre staff each City fiscal year.



SECTION 3: RESCO RESPONSIBILITIES

To retain its status the RESCO must comply with the following terms and conditions.

- 3.1 Obtain and retain insurance, including all extensions, that meets the City requirements of insurance each season/fiscal year (see “**Attachment A**”). This is at the RESCO’s own expense and must always be kept in full force and effect during the term of the Agreement. The RESCO must submit its certificate of liability insurance to the Theatre Supervisor prior to execution of the Agreement by the City.
- 3.2 Allow the City Manager or his designee to supervise its access to and use of Theatre equipment during contracted rental times, including light equipment, sound equipment, curtains, and intercom systems. No access will be given to ladders over 10 feet in height; the motorized lighting bar; catwalk; or the Genie aerial work platform, super straddle, and its accessories.
- 3.3 Work with City staff to properly train volunteers and/or contracted personnel to work with Theatre equipment. Only trained individuals may perform technical work on City property and equipment. Individuals who will perform such work must be approved by the Theatre Supervisor and/or Theatre Production Specialist.
- 3.4 Be liable for and responsible to pay for the replacement value of all City-owned property and equipment which is damaged, lost, or stolen by the RESCO participants, employees, volunteers, contractors, or patrons during the term of the Agreement. The City may, at its sole discretion, repair or replace the damaged, lost, or stolen property and bill the RESCO for the related expense. The RESCO must remit full payment to the City within 30 days of receipt of such a bill.
- 3.5 Align its season to coincide with the City’s fiscal year timeframe, which is July 1 to June 30 annually.
- 3.6 Provide three productions per City fiscal year/season – one small-scale production and two large-scale productions. The small-scale production must have three performances with a minimum of 22.50 contracted hours. Each large-scale production must have six performances with a minimum of 63.50 contracted hours.
- 3.7 Completely clear the following areas for a half strike: Lobby, Concessions Stand, Auditorium (“**the House**”), downstage of the mid-curtain on the Stage, Stage Wings, Green Room, Small Dressing Room, Social Hall, and Loading Dock. The RESCO will receive the Large Dressing Room for storage and the upstage area from the mid-curtain during its production contract. The coat room/storage room in the Lobby cannot be used for RESCO storage.
- 3.8 Provide two to four ushers for all performances. The ushers work with the City House Manager at each performance.
- 3.9 Every season, participate as requested or available in up to two City of Rockville community giveback events, such as performances at City events, as well as other "in-kind" contributions agreed upon by the City, Theatre, and RESCO. The RESCO must inform the Theatre Supervisor in writing after each occurrence of community giveback is completed.
- 3.10 Attend three annual all-RESCO meetings with Theatre staff to discuss mutual topics, such as marketing and advertising, Theatre operations, ticket sales, etc.
- 3.11 Only sell tickets for productions that are performed in the Theatre through the Theatre Box Office. Theatre Box Office buy outs are prohibited for contracted productions which have the associated policy, as outlined in this Agreement, requiring a minimum number of productions each season, along with a minimum number of contracted hours.



- 3.12 Execute a City contract and/or addendum and pay all fees for Theatre and Social Hall use for each production, rehearsal, and non-fundraiser social event. All rental, equipment, extra labor, and special package fees will be itemized on the contract and/or addendum. Rates listed at Exhibit B.
- 3.13 Submit its season and production ticket information to the Theatre Box Office and Marketing Manager for processing at least 90 calendar days before the start of ticket sales.
- 3.14 Provide a complimentary ticket list to the Box Office and Marketing Manager at least 72 hours in advance of each contracted performance date.
- 3.15 Complete a production meeting with the Theatre Supervisor and/or Theatre Production Specialist at least 30 business days before the first contracted date on a production or non-fundraiser social event contract and/or addendum.
- 3.16 Comply with current United States of America Federal Americans with Disabilities Act (“ADA”) regulations when using City property. If American Sign Language (“ASL”) Interpreters are requested during the contracted hours of a RESCO production, the cost for interpreter services will be split 50/50 between the RESCO and the City.
- 3.17 Not discriminate against any person, including any employee or applicant for employment, because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status.
- 3.18 Prior to any season or individual production tickets being placed on sale, disclose in writing to the Box Office and Marketing Manager, Theatre Supervisor, Theatre Production Specialist, and Superintendent of Community Facilities all content that includes but is not limited to: (i) Any material that may be offensive to some audiences due to adult language; (ii) violence; (iii) racially, ethnically, or sexually charged subject matter; (iv) nudity; (v) alcohol or substance abuse; (vi) self-harm or suicide; and (vii) depictions of smoking or vaping (viii) weapons; strobe lights; sudden loud noises or flashes of light; projectiles; interaction with audience members; and fog or other atmospheric effects. All pyrotechnics of any kind are strictly prohibited.
- 3.19 Prior to any season or individual production tickets being on sale, the City reserves the right to deny the RESCO presenting content that is in violation of Federal, State of Maryland, Montgomery County, and/or City of Rockville laws or regulations or City of Rockville, Department of Recreation and Parks and/or Mayor and Council priorities or initiatives.
- 3.20 Indemnify and save harmless the Mayor and Council and its appointed officials, employees, and volunteers, and all others working on behalf of the Mayor and Council from all suits, actions, damages and costs, of every name and description to which the City may be subjected or put by reason of injury, accident, theft, or damage to persons or property as a result of the RESCO’s use or operation of City property or facilities under this Agreement, whether caused by negligence or carelessness on the part of the RESCO, its servants, agents, employees, assignees or invitees, or other cause. Claims that are brought against the Mayor and Council are subject to the limits of the City’s scope of insurance coverage and subject to the limitations and immunities provided by law.
- 3.20.1 RESCO shall further indemnify and hold the City harmless for any personal injury or property damage resulting from the actions of RESCO, its employees, agents, or participants.
- 3.20.2 The City assumes no liability whatsoever for the safety of RESCO, its employees or agents, or for the participants in RESCO’s activities described herein.



3.20.3 RESCO releases the City, its employees and agents, from and agrees that the City, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by or asserted or imposed against the City, its employees and agents, as a result of or in connection with RESCO's activities conducted pursuant to this Agreement, except for the gross negligence or willful misconduct of the City, its employees and agents.

3.20.4 This section shall survive the term of this Agreement.

3.21 Abide by, and require all agents, servants, employees, assignees, and invitees to abide by, all applicable Federal, State, County, and/or municipal laws and ordinances when using or operating City property or facilities.

3.22 Waive any and all claims of entitlement to workers' compensation benefits from the Mayor and Council and agree that at no time during the term of this Agreement, including any extensions, is there an employment relationship between the Mayor and Council and the RESCO or its servants, agents, employees, assignees, or invitees.

3.23 Waive any claims of liability against the Mayor and Council for loss or reimbursement due to cancellation or termination of a scheduled event due to force majeure, act of God, or inclement weather. If the Theatre and Social Hall adjusts or cancels a contract and/or addendum for any unforeseen reason, the contract and addendums will be reviewed and may include an amendment for a change of date or consideration of a partial or full refund, in addition to evaluating if the required minimum number of contracted hours for the impacted production should be reduced to remove the cancelled contract dates and/or times, which shall not be unreasonably withheld.

3.24 Follow all the regulations outlined in the F. Scott Fitzgerald Theatre and Social Hall Information Packet, which is attached to the RESCO's contract unless the regulation contradicts the terms and conditions outlined in this Agreement

3.25 Storage Space. Pay all fees, comply with all terms and conditions to maintain RESCO status and comply with additional terms and conditions in SECTION 3A related to use of storage space assigned by the City in the storage building located at 850 Avery Lane and situated on the ground of the Rockville Civic Center.



SECTION 3A: STORAGE SPACE ADDITIONAL TERMS

As a benefit of RESCO designation the City grants the RESCO authorization to use storage space the City assigns to them in the storage building, measured at 43 feet by 44 feet in size, designated herein as the “**Storage Space**,” for use in building and storing stage sets and storing other material in connection with performances at the Theatre, and for such other purposes as may be approved by the Superintendent of Community Facilities in writing, subject to the following terms.

- 3A.1 Fee. RESCO shall pay the fee identified in **Exhibit B1** (\$3,163.00, comprised of \$2,204 for Unit 1 and \$959.00 for Unit 2) to the City to the attention of the designated representative on or before July 15, 2026 or forfeit use of the space for the year.
- 3A.2 Term. The period of time for use the Storage Space shall be on an annual basis unless terminated earlier upon revocation of RESCO status or other event of termination.
- 3A.3 Utilities. The City will pay for the following utilities serving the Storage Space: water, electricity, gas.
- 3A.4 Maintenance Responsibilities
 - 3A.4.1 City responsibilities.

Base building maintenance and repairs by the City shall include electrical repairs to existing electrical panels and existing light fixtures; plumbing (collapsed pipe, snake to main drain, leaking fixtures, etc.); exterior of the storage building envelope (roof, roll-up doors, and main doors); gas heaters; windows; pest control within storage building; light bulb replacements; and stopped up sinks, toilets, and drains. City maintenance and repairs will not extend to the window A/C units. Once the window A/C units are deemed unrepairable or at end-of-life by the City, the equipment will be removed permanently from the storage unit and will not be replaced by the City.

Repair to any damages to drywall, flooring, infrastructure, building envelope (roof, roll-up doors, and main doors), windows, or window A/C units caused by RESCO members, employees, servants, agents, or contractors will be the maintenance responsibility, but not the financial responsibility, of the City. In the event the City conducts such repairs, it shall issue a written invoice to the RESCO. The RESCO must pay the full amount of the invoice within thirty (30) days of receipt of the invoice.

- 3A.4.2 RESCO responsibilities.

The RESCO shall maintain the Storage Space and use of surrounding area in a clean and safe condition and always maintain clear access to the storage building driveway, storage building entryways, and storage building electrical panels. The City shall provide the RESCO keys for access to the storage building. Requests for keys should be directed to the Superintendent of Community Facilities.

The RESCO will be financially responsible for any repairs to damage, other than ordinary wear and tear, caused to the interior and exterior of the storage building by its members, employees, servants, agents, or contractors. Damages include but are not limited to drywall, flooring, infrastructure, building envelope (roof, roll-up doors, and main doors), windows, and window A/C units. An on-site walk through of the storage unit will be conducted with RESCO and City representatives to review and outline the damages and repairs, and an itemized invoice will be provided to the RESCO for payment to the City. The RESCO must pay the full amount of the invoice within thirty (30) days of receipt of the invoice.

- 3A.5 The RESCO will be responsible for security of their Storage Space; custodial cleaning; and trash and recycling removal (the RESCO can use the City dumpsters and recycling bins).



- 3A.6 RESCO shall not have authority to make improvements to the Storage Space except by written permission. Any improvement (additional outlets, new light fixtures, tiled floor, etc.) or new maintenance items to the RESCO's Storage Space is the responsibility of the RESCO. All proposals, specifications, and solicitations must be submitted to the Superintendent of Community Facilities and the City Facilities Property Manager for review and approval before any servants, agents, and/or contractors access City property or work commences.
- 3A.7 The City shall not be liable for any accident, theft, or damage whatsoever caused to the property of the RESCO, its agents, servants, employees, assignees, and invitees, resulting from the use or operation of the Storage Space by the RESCO, its agents, servants, employees, or invitees. All personal property of the RESCO, its agents, servants, employees, or invitees, stored or otherwise left in the Storage Space shall be at its (their) sole risk. The City assumes no liability or responsibility whatsoever with the respect to the conduct and operation of the RESCO's business.
- 3A.8 Transfer. Any attempt by the RESCO to assign, transfer or otherwise authorize use of any portion of the Storage Space to any other individual or entity shall be void.
- 3A.9 Property. The RESCO assumes all risk related to its property in the Storage Space.
- 3A.9.1 The RESCO is responsible to ensure the Storage Space and contents are properly described in the Certificate of Insurance required to retain the RESCO designation.
- 3A.9.2 The RESCO must remove all property at the expiration of the Term. Any remaining items shall be treated as abandoned and may be discarded at the discretion of the City or removed at RESCO cost to be invoiced and paid by RESCO within 30 days.
- 3A.10 Termination. At the expiration of the term or other event of termination RESCO shall return to the City the Storage Space keys and Storage Space free of RESCO property in the same condition at the beginning of the term, normal wear and tear excepted.
- 3A.10.1 Termination for convenience. Authorization to use the storage space may be terminated by either party prior to the Agreement Term upon written notice to the other party specifying the effective date of terminations at least ninety (90) days before said effective date. If this storage space is terminated pursuant to this paragraph, the City will refund to the RESCO a prorated amount of the annual rent for the period of time the storage building is not used.
- 3A.10.2 Termination for cause. If the RESCO breaches any of its obligations under this agreement, the City may terminate this Agreement for cause by sending written notice to the RESCO specifying the effective date of termination, at least thirty (30) days before said effective date. If the City terminates this agreement for cause pursuant to this paragraph, the RESCO shall not be entitled to any rent refund.
- 3A.10.3 Rescission of RESCO status. RESCO shall not be authorized to use the Storage Space in the event Mayor and Council rescinds the RESCO designation.



SECTION 4: CITY RESPONSIBILITIES

In addition to conferring to the RESCO designation, the Mayor and Council agrees to:

- 4.1 Provide the RESCO with a contract and/or addendum for each production that itemizes all rental, equipment, extra labor, and special package fees.
- 4.2 Serve as a resource for technical support and concept ideas for RESCO productions.
- 4.3 Attend three annual all-RESCO meetings to discuss mutual topics, such as marketing and advertising, Theatre operations, ticket sales, etc.
- 4.4 Offer rental of City box truck for transportation of set pieces and production equipment in the Rockville Civic Center storage building to the Theatre during their contracted production load-in and strike rental hours. If the City requires a RESCO to completely strike the Theatre stage and dressing rooms during a contracted production, the City will assist the RESCO with the load-out and load-in through use of the Civic Center's box truck and one Theatre Technician Specialist to serve as driver at no additional fee. This term and condition does not apply to Theatre stage and dressing room half-strikes that are a standard policy and practice in the RESCOs' production contracts.
- 4.5 Promote the RESCO performances through the City's online ticketing system and various marketing and advertising tools. In conjunction with the City's ticketing service provider, the City's Box Office will provide sales and marketing support for RESCO contracted productions, including placement on the City of Rockville and Theatre websites, social media accounts, and e-mail promotion to the Theatre's patron database. Additionally, the City will include RESCO contracted productions in F. Scott Fitzgerald Theatre marketing initiatives, including local publications and events calendars. The RESCO must meet City deadlines in order to be included in marketing and advertising support. At its discretion, the City reserves the right to reevaluate and revise its marketing and advertising offerings at any point in time.
- 4.6 Provide space in Rockville Civic Center Park storage building subject to the following terms and conditions described at Section 3A (rate listed at **Exhibit B.1**).



SECTION 5: CITY AND RESCO FINANCIAL RESPONSIBILITIES

The RESCO contracts, addendums, and production close-out reports must include the following criteria:

- 5.1 The RESCO agrees to pay all their production rental fees, equipment fees, extra labor fees, special package fees, overtime, and damages and loss.
- 5.2 If a City outside agency grant for funding support is provided to the RESCO, then a grant agreement will be prepared by the City separately from the Agreement.
- 5.3 A production close-out report will be provided to the RESCO at the close of each production within 30 business days from the last contracted date of each production. This report will include a patron list of individuals who purchased tickets, a breakdown of ticket sales by ticket type (including season ticket sales), Theatre per ticket fees, contract and addendum fees, and revenue owed to the RESCO and City.
- 5.4 The RESCO pay for its production rental fees, equipment fees, extra labor fees, and special package fees from season and individual ticket sale revenue, rather than upfront. After each production, the City will either issue payment to the RESCO in the amount of the net ticket sale balance (which is after withholding Theatre per ticket fees, rental fees, equipment fees, extra labor fees, and special package fees) or issue a bill to the RESCO for any remaining balance owed to the City.
- 5.5 If the City owes money to the RESCO, it shall be paid by check made out in the RESCO's name or through an Automated Clearing House ("ACH") electronic payment transfer.
- 5.6 If the RESCO owes money to the City, it shall be paid by check made out to the City of Rockville and submitted to the Theatre Supervisor for processing. Payment shall be due within 30 business days from the date on the City-issued memo that is included within the RESCO's production close out report.
- 5.7 The City shall provide payment of the net ticket sale balance (which is after withholding Theatre per ticket fees) based on the production close-out report within 30 business days from the last contracted date of each production.
- 5.8 The City shall provide the RESCO with quarterly payments for all donations collected throughout the season and a one-time payment of all donations collected during the designated timeframe for season ticket sales. The City does not withhold a fee per donation or percentage from the donation amount.
- 5.9 The RESCO will grant the Theatre Box Office and Marketing Manager full access to handle all ticket sales through third party or discounted ticketing companies:
 - i. The Box Office and Marketing Manager will work with the RESCO on each production to develop the ticket offer; discuss the timeline to ensure proper staff coverage for fulfillment; and establish the chain of command and communication for questions, cancellations, etc.
 - ii. The RESCO is prohibited from selling and/or managing all ticket sales through third party or discounted ticketing companies. All aspects of this process must only be handled by the Box Office and Marketing Manager.



SECTION 6. RESCISSION OF RESCO STATUS

The Mayor and Council may rescind the RESCO's RESCO status and terminate this agreement at its discretion and without cause by giving the RESCO 60 days prior written notice.

- 6.1 If the Mayor and Council rescinds an organization's RESCO status:
- i. The City may terminate the authority to use the assigned Rockville Civic Center Park Storage Space.
 - ii. The City may cancel the RESCO's remaining productions at the Theatre.
 - iii. The City may cancel all season and individual ticket sales associated with the cancelled productions.
 - iv. The RESCO will not pay for the unused rental dates, equipment, extra labor, or special package for each contract and/or addendum date that is cancelled.
 - v. The RESCO must reimburse the City for the Theatre per ticket fees the City paid to its ticketing service provider within 30 days of the effective date of the termination of this Agreement.
 - vi. The RESCO will not receive the discounted rental rates in the Theatre or Social Hall for any already contracted non-fundraiser social event. Contracts and/or addendums will be revised to require the payment of the non-discounted, publicly posted rental rates.
 - vii. The City will handle the ticket refunds with all customers for each cancelled season or performance date.
 - viii. The City will use collected season ticket revenue to refund season ticket patrons for cancelled productions.



SECTION 7. CANCELLATIONS

If the RESCO cancels a season, production, or performance, the cancellation request must be submitted in writing to the Theatre Supervisor and Superintendent of Community Facilities for review and approval/denial.

7.1 If the cancellation request is denied, the Theatre Supervisor will provide an explanation in writing to the RESCO, and the RESCO may ask that an appeal is submitted to the Director of Recreation and Parks. If the cancellation request is denied by the Director of Recreation and Parks, the RESCO may ask that an appeal be submitted to the City Manager's Office for review.

7.2 If the cancellation request is approved:

- i. The RESCO will not pay for the unused rental dates, equipment, extra labor, or special package for each contract and/or addendum date that is requested to be cancelled.
- ii. The RESCO must reimburse the City for the Theatre per ticket fees the City paid to its ticketing service provider within 30 days of the cancellation. It is at the discretion of the Director of Recreation and Parks and/or City Manager's Office to uphold or reverse this requirement.
- iii. The City will handle the ticket refunds with all customers for each cancelled season or performance date.
- iv. The City will use collected season ticket revenue to refund season ticket patrons for cancelled productions.

7.3 If the cancellation request is denied:

- i. The RESCO must pay the City a cancellation fee of 25% of the rental rate per cancelled rehearsal date and 50% of the rental rate per cancelled performance date.
- ii. The RESCO will not pay for the unused rental dates, equipment, extra labor, or special package for each contract and/or addendum date that is requested to be cancelled.
- iii. The RESCO must reimburse the City for the Theatre per ticket fees the City paid to its ticketing service provider within 30 days of the cancellation.
- iv. The City will handle the ticket refunds with all customers for each cancelled season or performance date.
- v. The City will use collected season ticket revenue to refund season ticket patrons for cancelled productions.



SECTION 8. RESCO REPORTING RESPONSIBILITIES

The RESCO must meet the following reporting obligations:

- 8.1 By July 1 each City fiscal year, the RESCO must provide the City with the contact information of each RESCO Board Member and indicate the Executive Members. The Executive Members are the individuals that have the power to sign contracts and addendums on behalf of the RESCO, make management and operational decisions on behalf of the RESCO, and will be the City's point of contact. Typically, the President, Vice President, and Treasurer are the Executive Members.
- 8.2 By July 1 each City fiscal year, the RESCO must submit its strategic plan detailing the strategies to support ongoing operations. If the RESCO is part of a consortium with another RESCO organization, the RESCOs must split out the strategic plans for each organization since operations may differ between organizations. A strategic plan may include a cover page, executive summary, company overview, industry analysis, customer analysis, competitive analysis, marketing and advertising plan, operations plan, management team, and financial plan, including financial projections.
- 8.3 By September 15 each City fiscal year, the RESCO must submit to the City an accurate financial report of the previously completed season detailing the total expenses and revenue for each production, the total dollar amount of received donations, and the total dollar amount of received grants.



SECTION 9: RATES AND FEES

9.1 RESCO Rate and Fee Increases

The benchmark date for setting rates is 2026.

Every three (3) years, all rates and fees shall be reviewed with the option to increase. Increases will not exceed the September three-year average of the Consumer Price Index (CPI), Washington-Arlington-Alexandria area.

9.2 Warehouse Storage Space Fee

Rental rate for storage unit described at **Exhibit B.1**.

9.3 Theatre and Social Hall Rental Rates

Rental Rates for the F. Scott Fitzgerald Theatre and Social Hall are listed at **Exhibit B.2**.

9.4 Equipment Rental Fees

Equipment rental fees are listed at **Exhibit B.3**.

9.5 Special Package Fees

Special package fees are listed at **Exhibit B.4**.

9.6 Theatre Per Ticket Fees

Theatre per ticket fees are listed at **Exhibit B.5**.



SECTION 10. MISCELLANEOUS

10.1 Notices and Demands

Formal notices, demands, and communications between the RESCO 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

To RESCO: Victorian Lyric Opera Company
c/o President and Treasurer
PO Box 10391
Rockville, MD 20849

10.1.1 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.

10.1.2 RESCO shall promptly notify City with any changes to entity or address throughout the Term.



10.2 **Governing 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.

10.2.1 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 RESCO 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.

10.2.2 Notwithstanding anything herein contained to the contrary, RESCO acknowledges the Mayor and Council is a municipal corporation and its obligations hereunder are given only to the extent permitted by applicable law, contingent upon the appropriation and encumbrance of funding; are subject to the Maryland Public Information Act presumption that all records within the custody of the City are available to the public for review; and are 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.

10.3 **Survival**

The parties agree that 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 representations, warranties, acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination will so survive.

10.4 **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.

10.5 **Entire Agreement**

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties.

10.6 **Waivers and Amendments, Writing Required**

10.6.1 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.

10.6.2 No waiver by any party at any time of any of the terms, conditions, or covenants shall be deemed as a waiver at any time thereafter of the same or of any other terms, condition or covenant.



10.7 No Third-Party Beneficiary

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

10.8 Successors

The covenants of this Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors, administrators, executors, and assigns.

10.9 Signatures

10.9.1 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.

10.9.2 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.

[Signatures on Following Page]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

THE MAYOR AND COUNCIL OF ROCKVILLE:

Jeff Mihelich, City Manager

APPROVED AS TO FORM AND LEGALITY:

Robert E. Dawson, City Attorney

WITNESS:

VICTORIAN LYRIC OPERA COMPANY

Stephen Brown, Treasurer

Bill Rogers, President



EXHIBIT A

Insurance

RESCO must obtain, at its own cost and expense, and keep in full force and effect during the term of the Agreement including all extensions, the following insurance with an insurance company licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies.

The procuring of such required policy or policies of insurance will not be construed to limit RESCO’s liability hereunder nor to fulfill the indemnification provisions of this Agreement.

RESCO must submit to the City’s Safety & Risk Management Division, a certificate of insurance and all requested insurance endorsements evidencing the insurance as follows:

a. Mandatory Requirements for Insurance.

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

RESCO must obtain Commercial General Liability with a minimum per occurrence liability limit of \$1,000,000.

<p>3. Commercial General Liability</p> <p>a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury</p>	<p>Each Occurrence: \$1,000,000</p>	<p>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.</p>
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b. Policy Cancellation

No change, cancellation or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the City’s Safety & Risk Management Division. RESCO shall furnish a new certificate prior to any change or cancellation date. The failure of RESCO 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.

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

CERTIFICATE HOLDER

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



EXHIBIT B

Rates and Fees

RESCO status is subject to timely payment of fees as described in the following schedules.

- B.1 **Warehouse Storage Space Fee**
- B.2 **Theatre and Social Hall Rental Rates**
- B.3 **Equipment Rental Fees**
- B.4 **Special Package Fees**
- B.5 **Theatre Per Ticket Fees**



EXHIBIT B.1

Storage Space

The fee for storage space use is: \$ 3,163.00 for the Term

(comprised of \$2,204 for Unit 1 and \$959.00 for Unit 2)

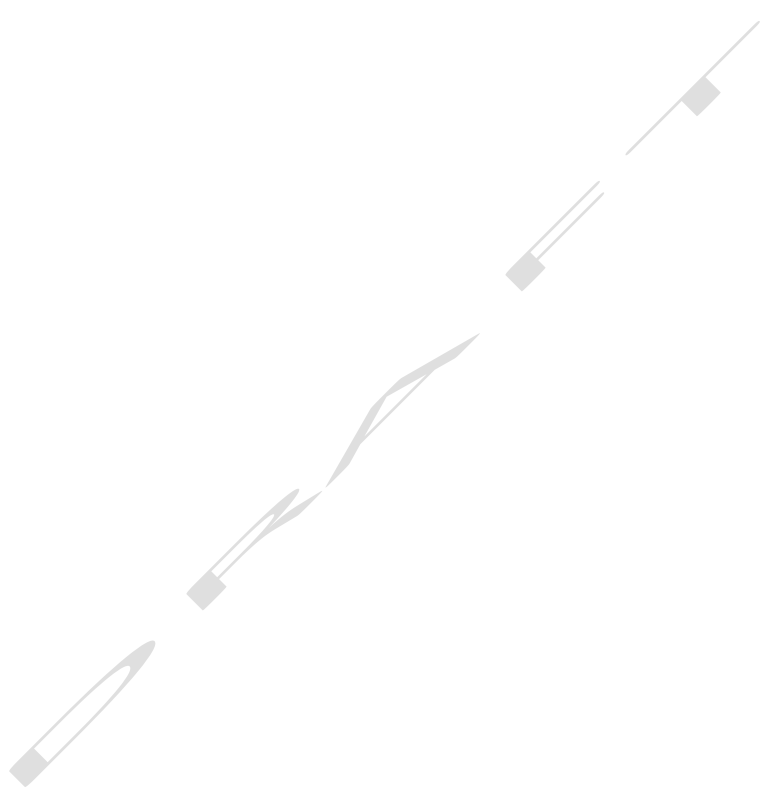


EXHIBIT B.2

Theatre and Social Hall Rental Rates

A four-hour rental minimum per contracted date is required to reserve the Theatre. For pick-up technical rehearsals scheduled in the Theatre on the Thursday of the second and/or third week of a contracted production, a three-hour required rental minimum is allowed. A three-hour rental minimum per contracted date is required to reserve the Social Hall. The following rental rates only apply to contracted production rehearsals and performances, including non-fundraiser social events.

Theatre Rental Rates	
Monday, Tuesday & Wednesday	\$141 per hour
Thursday & Sunday	\$220 per hour
Friday & Saturday	\$261 per hour

Social Hall Rental Rates	
Monday, Tuesday, Wednesday & Thursday (anytime)	\$54 per hour
Friday, Saturday & Sunday (anytime)	\$103 per hour
General Use During Production Contracted Dates & Times*	\$255 flat daily fee
Temporary Extra Dressing Room Space and/or Storage	\$100 flat fee for an entire contracted production run

* Cannot be used for temporary extra dressing room space and/or storage.

Temporary Extra Dressing Room Space and/or Storage

The RESCO may rent the Social Hall for temporary extra dressing space and/or storage during its contracted rehearsal and performance hours in the Theatre. This use is allowed when the RESCO with a higher onstage and backstage participant count exceeds the established fire code capacity for the backstage, dressing rooms, and green rooms areas or when their equipment exceeds the allowable capacity and functional space backstage. This space is only allowed for performers and crew (NOT the public). The space cannot be used for meals, fundraisers, lectures/Q&A sessions, social gatherings, events, etc. City staff must always have access to the Social Hall, at any time, due to safety requirements. The Social Hall is only offered Wednesday through Sunday, can be reserved based on availability, and must be included in the rental contract and/or addendum before use is granted.



EXHIBIT B.3

Equipment Rental Fees

Equipment rental fees are for an entire contracted production or non-fundraiser social event in the Theatre and Social Hall unless otherwise indicated.

Equipment Description	Price
Wired Clear-Com intercom system (up to 6 units)	\$0 flat fee
Wireless Clear-Com intercom system (up to 4 units)	\$25 flat fee
Hanging microphone (for 4 units total)	\$0 flat fee
Labor to move a hanging microphone	\$25 flat fee
Wireless lavalier or handheld microphone (up to 4 units of either types)	\$25 per item
Wired microphone	\$25 per item
Additional hanging microphone	\$25 per item
Spike tape	\$15 per item
Glow tape	\$25 per item
Gaffer tape	\$35 per item
Lectern	\$10 flat fee
Surround sound speakers (Social Hall only)	\$25 flat fee
Mic & podium	\$35 per item
Standing chorus riser (up to 3 risers)	\$35 flat fee
4ft x 8ft Platform riser (up to 12 risers)	\$35 flat fee
Set-up and breakdown of 15 or less music stands and/or chairs	\$0 flat fee
Set-up and breakdown of 16 to 49 music stands and/or chairs	\$50 flat fee
Set-up and breakdown of 50 to 85 music stands and/or chairs	\$100 flat fee
Rows A & B auditorium seating (black interlocking wire chairs)	\$100 flat fee
Set-up and breakdown of pipe-and-drape or other temporary curtain systems	\$100 flat fee
Floor monitor (up to 4 units with 4 separate mixes)	\$50 per item
Supertitles projector (mounted on catwalk)	\$75 flat fee
LCD front projector with screen (ceiling mounted at back of house)	\$200 flat fee



EXHIBIT B.3

Equipment Rental Fees

MAC Viper Profiles	\$0 flat fee
Follow spotlight (up to 2 follow spotlights)	\$100 flat fee
Upright piano (includes tuning)	\$250 per item
Grand piano (includes tuning)	\$350 per item
Wenger 3-panel acoustic concert sound shells (6 shells cover the full stage width)	\$120 flat fee
City box truck (for use during contracted load-in and strike rental hours only)	\$200 flat fee
Orchestra Pit	\$0 flat fee
Stage extension thrust and edge extensions (full stage width)	\$400 flat fee
Stage extension thrust (sized to cover orchestra pit only)	\$200 flat fee
Dance floor (Marley-type)	\$300 flat fee



EXHIBIT B.4

Special Package Fees

Special package hours do not go towards the minimum amount of contracted production hours.

Additional Theatre Technician Specialist	Established City hourly rate for position (minimum of 3 hours)
The Light & Sound Package	\$75 per 30 minutes (minimum of 30 minutes)
Red Wine and Purple/Red Beverages	\$500 flat fee per production/non-fundraiser social event contract
Customized Seating Map for Ticket Sales	\$300 per seating map

Additional Theatre Technician Specialist

The RESCO can request extra Theatre Technician Specialist labor during the contracted hours of a production.

The Light & Sound Package

The Light and Sound Package can be added on immediately before the beginning of the rental contract to allow the user group to install, remove, or make light and/or sound adjustments on-site with our technical staff. Up to two representatives from the RESCO can be on-site during use of this package. No guests, deliveries, vendors, set-up, rehearsals, etc. are allowed in the Theatre during this timeframe. The Theatre will open for the light and sound representatives only and then close again after arrival. All other services must take place during your contracted rental period.

Red Wine and Purple/Red Beverages

Red wine and purple/red beverages are allowed in the Social Hall only. Passing of red wine and/or purple and red beverages by wait staff is strictly prohibited. Bar and table service only are allowed.

Customized Seating Maps for Ticket Sales

The Theatre Box Office can make any seat map it offers into general admission seating and has two available seat maps for tiered seating. If the RESCO requires a customized seat map to be created for an event, it will take seven to 10 business days to complete.



EXHIBIT B.5

Theatre Per Ticket Fees

Theatre per ticket fees are collected by the City as revenue.

- \$3.00 per exchanged ticket
- \$2.25 per general admission ticket
- \$2.25 per assigned seating ticket
- \$2.25 per third party or discounted ticketing companies
- \$1.75 per season ticket
- \$0.65 per complimentary ticket
- Consignment tickets, printed tickets, and Theatre box office buy-outs are prohibited*

*This restriction only applies to production contracts that have the associated policy, as outlined in this Agreement, requiring a minimum number of productions each season, along with a minimum number of contracted hours.

DRAFT





Subject

Authorize the City Manager to Execute the Youth and Teen Swim Team Support Agreement with the RMSC Parents Club, Inc. to formalize the City's long-standing arrangement to receive support for the City's competitive swim team program.

Department

Recreation & Parks

Recommendation

Staff recommend that the Mayor and Council authorize City Manager to execute the Youth and Teen Swim Team Support Agreement to formalize the City's long-standing arrangement to receive support for the City's competitive swim team program.

Discussion

The City of Rockville has worked with the RMSC Parents Club for decades to support the City's year-round competitive swim team program, known as the Rockville-Montgomery Swim Club (RMSC).

RMSC, which was established in Rockville in 1968, is a joint program operated in accordance with USA Swimming requirements by the City of Rockville Department of Recreation and Parks at the Rockville Swim and Fitness Center (RFSC) and Montgomery County Recreation Department at sites outside the City of Rockville. The RMSC Parents Club (RMSC-PC) was chartered in 1979 to support youth programs by promoting athletic development, teamwork, health education, and broad access to organized swimming activities at all levels by providing assistance to RMSC, such as fundraising and other financial support, and in-kind support services such as record-keeping, coordinating travel arrangements, hosting social activities, contributing to the cost of certification of officials, and related services, and volunteer staffing for the competitive swim program at the RFSC for the benefit of residents of the City and surrounding communities.

This agreement quantifies and formalizes longstanding practices between the parties and will allow the City to continue to receive benefits and support from the Parents Club, in accordance with pertinent City policies. RMSC has been a popular program among the community since its inception and has become well known for providing healthy out-of-school time activities for youth and teens and cultivating many talented athletes who have gone on to swim at the

collegiate level and beyond. The Parents Club consistently provided scholarship funding to athletes in need, has supported the organization of swim meets at the Rockville Swim and Fitness Center and assisted with travel arrangements for athletes to compete at regional and national levels. The Parents Club has also helped fund facility improvements at the Swim and Fitness Center such as starting block replacements in 2023.

This agenda item requests authorization for the City Manager to execute the Youth and Teen Swim Team Support Agreement on behalf of the Mayor and Council to continue this beneficial relationship.

Mayor and Council History

The Mayor and Council have previously recognized the success of the RMSC program in past meetings and proclamations. This is the first time the formal agreement between the City and RMSC Parents Club has been brought before the Mayor and Council. The agreement has been reviewed and approved for legal sufficiency by the City Attorney's Office.

Fiscal Impact

No City funding is required for this agreement as the RMSC Parents Club pays expenses related to its support directly to vendors on an as needed basis.

Next Steps

Once the agreement is approved and executed, staff will continue working with RMSC Parents Club as specified in the agreement to support the RMSC competitive swim program at the Rockville Swim and Fitness Center.

Attachments

Attachment 1 - Youth and Teen Swim Team Support Agreement

YOUTH AND TEEN SWIM TEAM SUPPORT AGREEMENT

This Youth and Teen Swim Team Support Agreement (this “**Agreement**”) is made this ___ day of _____, 2026 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a Maryland municipal corporation acting through its City Manager (the “**Mayor and Council**” or “**City**”), and **RMSC PARENTS, CLUB, INC.**, a nonstock corporation duly organized and in good standing in the State of Maryland (“**RMSC-PC**”). Individually, the Mayor and Council and RMSC-PC may each be referred to as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

WHEREAS, pursuant to Maryland law and Article VI, Section 1(b)(48) of the Rockville City Charter, the City establishes and maintains public parks and recreation programs; and

WHEREAS, the Mayor and Council owns and operates the Rockville Swim and Fitness Center (“**RSFC**”), which is available for the recreational use of the general public; and

WHEREAS, the RSFC currently serves approximately 450 youth and teen athletes in a well supervised, year-round program that fosters principles of sportsmanship, inclusivity, wellness, healthy competition, and individual development; and

WHEREAS, the Rockville-Montgomery Swim Club (“**RMSC**”), which was established in Rockville in 1968, is a joint program operated in accordance with USA Swimming requirements by the City of Rockville Department of Recreation and Parks at the RSFC and Montgomery County Recreation Department at sites outside the City of Rockville; and

WHEREAS, RMSC-PC was chartered in 1979 to support youth programs by promoting athletic development, teamwork, health education, and broad access to organized swimming activities at all levels by providing assistance to RMSC, such as fundraising and other financial support, and in-kind support services such as record-keeping, coordinating travel arrangements, hosting social activities, contributing to the cost of certification of officials, and related services, and volunteer staffing for the competitive swim program at the RSFC for the benefit of residents of the City and surrounding communities, subject to City review and the City’s right to request changes, refuse, or accept contributions; and

WHEREAS, the City is solely responsible for the programming and operation of the RSFC, and such is authorized to accept services and donation in furtherance of such programming and operations; and

WHEREAS, Maryland law authorizes the use of outside groups to aid in the implementation of recreational programs at Md. Local Gov’t Code Ann. § 1-611, and notwithstanding that Rockville City Code § 17-87(11) exempts services for recreational programs from competitive procurement, this exchange of cooperation must be made by appropriate agreement in writing per Rockville City Code § 17-37; and

WHEREAS, the City is willing to provide designated space and incidental City staff support for RMSC-PC uses that clearly demonstrate the fiscal and cooperative services for the general welfare in exchange for cooperative contributions; and

WHEREAS, RMSC-PC and the City desire to enter into this Agreement to memorialize the mutual understanding of their respective roles and responsibilities.

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:

- I. Term.** This Agreement begins on the Effective Date and expires after three years unless renewed for up to two additional one-year terms pursuant to Section II or terminated sooner in accordance with Section XI.
- II. Renewals.** The Parties may renew this Agreement for not more than two additional one-year terms in writing signed by both the City Manager and RMSC-PC.
- III. Annual Review.** Upon each annual anniversary of this Agreement, the Parties shall meet to discuss the efficiency and effectiveness of their cooperative efforts based on public interest and resources available to each Party.
- IV. Scope.** This Agreement relates only to the portion of the RMSC swim program sponsored by the City and based at the RSFC.
- V. RSFC Facility Use.**
 - a. Subject to availability and approval by the City Manager or the City Manager's designee, the City agrees to make the following space and equipment at the RSFC available to the RMSC-PC:
 - (1) Conference Room and/or Activity Room(s) for RMSC-PC meetings, social events, and officials training;
 - (2) Storage areas for RMSC-PC swim meet equipment; and
 - (3) One shared computer workstation for RMSC-PC correspondence and other business needs.
 - b. RMSC-PC agrees that its use of City facilities and equipment shall be in accordance with all applicable City rules and policies.
 - c. RMSC-PC's use of the RSFC under this Agreement is an incidental use of a public resource aligned with delivering public services by a non-public organization for no monetary compensation.

VI. RMSC-PC Responsibilities.

- a. RMSC-PC shall maintain enough RMSC-PC Board members to enable the Board to meet with a quorum at least annually, at which time the Board shall take such official actions as are required by the RMSC-PC Articles of Incorporation and Bylaws as these documents may be amended from time to time.
- b. RMSC-PC shall maintain one ex-officio non-voting position on its Board for the City Manager or the City Manager's designee. Unless otherwise expressly designated by the City Manager, the ex-officio member shall be the full-time Head Swim Coach employed by the City.
- c. RMSC-PC shall advise the City Manager or the City Manager's designee of the RMSC Board meetings at least 7 business days in advance of the meeting via email.
- d. RMSC-PC shall keep its corporation in good standing and registered with the State of Maryland as a domestic non-stock corporation, with appropriate filings and records as is required by State and Federal law.
- e. RMSC-PC shall maintain financial records, supporting documents and other relevant documents for three years, and shall make its books and annual audit available to the City Manager or City Manager's designee during regular business hours.
- f. RMSC-PC will comply with all applicable federal, state and local laws, including, without limitation, those requiring confidentiality, privacy, and nondiscrimination.
- g. RMSC-PC is solely responsible for determining RMSC-PC registration fees for each season. These fees shall be set annually in accordance with the RMSC-PC Bylaws; once set, RMSC-PC shall provide information regarding these fees to the City Manager or the City Manager's designee.
- h. RMSC-PC is solely responsible for any fundraising activities initiated by RMSC-PC, and no City employees shall participate in any RMSC-PC fundraising activities as part of their official responsibilities. RMSC-PC fundraising shall be conducted in accordance with the RMSC-PC Bylaws.
- i. RMSC-PC is solely responsible for recruiting, selecting, and managing volunteers to support the work of RMSC-PC, except for City support as specified in this Agreement. RMSC-PC is responsible for handling any complaints against volunteers under RMSC-PC's purview. In cases of alleged misconduct that occur on City property, at a City-supervised event, and/or that involves City staff or youth participants, the City Manager or the City Manager's designee must be consulted upon learning of the complaint and throughout the investigation and resolution process. RMSC-PC must also comply with pertinent sections of USA Swimming's and United States Center for Safe Sport and Minor Athlete Abuse Prevention Program.

- j. RMSC-PC is solely responsible for the following:
 - (1) Collecting fees from other swim clubs that participate in meets hosted at RSFC by RMSC-PC;
 - (2) Funding and otherwise coordinating travel and lodging for swim meets, subject to Section VI.k(2), including payment of all applicable taxes;
 - (3) Selecting scholarship fund recipients and collecting and distributing scholarship funds to support RMSC swimmers based at RSFC with financial need;
 - (4) Aiding in the training of certified meet officials which are required for competitions; and
 - (5) Organizing swim meet logistics for events hosted at RSFC such as meet volunteers, refreshments, vendors, and other providers of goods and services as needed.

- j. RMSC-PC will pay the following expenses associated with RMSC swimmers and coaches based at the RSFC:
 - (1) Swim meet entries for competitions at other facilities and required sanctioning fees for meets at RSFC;
 - (2) Team apparel and outfitting;
 - (3) Training, professional development, certification, and other professional support of coaching staff, pursuant to Section VI.k(1);
 - (4) Funding for travel, lodging, and related expenses for competitions which may require travel, pursuant to Section VI.k(2);
 - (5) Team building, strength training, and social events outside of swim practices and meets;
 - (6) Facility equipment specific to competitive swimming needs, which shall be donated to the City for use at the RSFC;
 - (7) Refreshments, vendors, and other providers of goods and services to support the RMSC program based at the RSFC;
 - (8) Other expenses approved by the RMSC-PC Board; and

- (9) Other expenses associated with the RMSC program based at the RSFC, excluding swim coach salaries and benefits and normal maintenance and upkeep costs of the RSFC.
- k. RMSC-PC's responsibility for payment of expenses that benefit RMSC coaches employed by the City is subject to the following provisions.
- (1) The City is responsible for initial payment of any expenses related to coach training, professional development, certification, and professional support, excluding expenses related to USA Swimming coach certification, including, but not limited to CPR and safety training and Safe Sport required background checks. The City shall provide RMSC-PC a quarterly invoice of any such expenses incurred by the City in the preceding quarter. Within 14 days of receipt of such invoice, RMSC-PC shall reimburse the City the full invoiced amount.
 - (2) Before RMSC-PC incurs any costs or expenses related to USA Swimming coach certification, coach travel, lodging, meals, apparel, or any other good or service not expressly listed in this subsection k, RMSC-PC must notify the City Manager or the City Manager's designee of the expense in writing and receive the written approval of the City Manager or the City Manager's designee.

VII. City Responsibilities.

- a. The City agrees to:
- (1) Notify the RMSC-PC of any decision by the City to close the RSFC based on weather conditions, repair needs, or other considerations, if said closure would affect any meet, meeting, or event for which the RMSC-PC has provided organization or logistical support;
 - (2) Provide for complete swim team program administration, including, but not limited to, determining practice groups, their schedules, and City program fees; tryout administration and swimmer selection; program fee collection; recruitment, selection, hiring, payroll and supervision of coaching staff; responding to customer concerns regarding the program; and evaluation of program outcomes;
 - (3) Be solely and fully responsible for employing, managing, and handling any complaints against coaches and other paid City staff providing team support;
 - (4) Require all coaches to receive and maintain a USA Swimming Coach Certification and maintain coach's certification records;

- (5) Be responsible for compliance with pertinent USA Swimming rules and regulations for competition, practices, coaching, athlete protection, and all other related elements of the program;
- (6) Be responsible for ensuring that all athletes and coaches are registered directly with USA Swimming in addition to their City of Rockville registration;
- (7) Provide City-employed coaches, certified in accordance with the requirements of USA Swimming, to supervise athletes at all practices and meets;
- (8) Determine competition schedules and athlete's participation level in competitions, and in case of travel meets, determine itineraries and coordinate with RMSC-PC to make travel arrangements consistent with provisions in Section VI.k(2);
- (9) Maintain and operate City-owned facilities / pools and all associated overhead and staffing expenses;
- (10) Provide one person to attend RMSC-PC Board meetings as an ex-officio non-voting member;
- (11) Provide administrative staff support as needed and approved by the City Manager or the City Manager's designee (examples include, but are not limited to, administrative support, meet logistics, and travel planning); and
- (12) Take such steps as are necessary to ensure that travel, training, certification, and other activities undertaken by City employees in furtherance of this Agreement are in accordance with City employment policy, travel policy, and the Public Ethics requirements found in City Code Chapter 16, including, but not limited to Section 16-23, Gifts and Favors, and Section 16-28, Use of Prestige of Office.

VIII. Reports.

- a. RMSC-PC must provide an annual report to the City Manager or City Manager's designee by December 15 of each year of this Agreement. The annual report must be based on the template provided in Exhibit A of this Agreement. If RMSC-PC has Federal 501(c)(3) status, the annual report must also include proof of RMSC-PC's current 501(c)(3) tax exempt status.

IX. RMSC-PC Staff and Volunteers. RMSC-PC agrees that each year of this Agreement, RMSC-PC will:

- a. Follow USA Swimming’s current requirements for applicable volunteers to submit to and pass a criminal background check;
- b. Comply with pertinent sections of the most current version of United States Swimming Safe Sport Requirements and Minor Athlete Abuse Protection Plan;
- c. Comply with posted and published Rockville Swim and Fitness Facility Rules, as well as staff instructions as they pertain to safe and appropriate interactions with others and use of the facility; and
- d. Identify a primary point of contact for the administration of this Agreement to the City Manager or the City Manager’s designee.

X. Insurance. RMSC-PC must obtain, at its own cost and expense, and keep in full force and effect during the term of the Agreement including all extensions, a Commercial General Liability or Directors and Officers Liability and Employment Practices Liability policy with a minimum per occurrence liability limit of \$1,000,000 with an insurance company licensed to do business in the State of Maryland as evidenced by a certificate of insurance and/or copies of the insurance policies. For services performed by RMSC-PC, RMSC-PC’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 RMSC-PC’s insurance and shall not be called upon to contribute with it.

Policy Cancellation

No change, cancellation or non-renewal shall be made in any insurance coverage without a 30-day written notice to the City’s Risk Manager. RMSC-PC shall furnish a new certificate prior to any change or cancellation date. The failure of RMSC-PC 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.

XI. Termination. This Agreement may be terminated in whole or in part under the following circumstances.

- a. Each of the RMSC-PC’s obligations under this Agreement shall be deemed material. If RMSC-PC fails to perform any of its obligations under this Agreement, the City Manager may terminate this Agreement upon 10 business days advance notice (“**Notice Period**”) to RMSC-PC. At the City Manager’s discretion, the City Manager may instead provide RMSC-PC with a notice to cure, specifying RMSC-PC’s breach and providing RMSC-PC with the opportunity to cure the specified breach within the Notice Period or in those instances where the specified breach cannot reasonably be cured within the Notice Period, the opportunity to commence to cure the specified breach. In the event RMSC-PC fails to cure or commence to cure the specified breach within the Notice Period, this Agreement shall be terminated.

- b. The City Manager is authorized to terminate this Agreement pursuant to this Section on behalf of the Mayor and Council.
- c. In the event of a termination pursuant to this Section, the RMSC-PC must disburse to the City the balance of all fees collected for the current or future swim seasons held by the RMSC-PC at the time of termination. Disbursement of such fees must occur within fourteen (14) days of the date of termination of this Agreement.

XII. Miscellaneous Provisions.

- a. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between RMSC-PC and the City shall be given either by (a) personal service, (b) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (c) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (d) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the City:

City of Rockville

111 Maryland Avenue

Rockville, Maryland 20850

Attn: Steve Mader, Acting Director of Recreation & Parks

Email: smader@rockvillemd.gov

With Copies to:

Jeff Mihelich, City Manager

Email: jmihelich@rockvillemd.gov

Cynthia Walters, Acting City Attorney

Email: cwalters@rockvillemd.gov

Adam Goldstein

Swim and Fitness Center Superintendent

Email: agoldstein@rockvillemd.gov

To RMSC-PC:

[Redacted]
[Redacted]
[Redacted]

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. 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.

- b. Relationship of the Parties. No relationship of employment, partnership, joint venture, or other joint enterprise shall be deemed to be created by the Parties by this Agreement.
- c. 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.
- d. Assignment. RMSC-PC shall not assign or transfer any interest in this Agreement nor the performance of any of the RMSC-PC's obligations under this Agreement, without the prior written consent of the City Manager. In the event the City Manager determines that any of the rights, duties, obligations under this Agreement have been subcontracted or assigned to another vendor by RMSC-PC without the written consent of the City Manager, then the City Manager may exercise its right to take any appropriate remedy including, without limitation, termination of this Agreement.
- e. 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 to this Agreement, whether a third-party beneficiary or otherwise.
- f. 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 by the court's decision 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.
- g. Indemnification. RMSC-PC indemnifies and holds harmless, the Mayor and Council, its employees, agents, successors and assigns against liability for any suits, actions or claims of any character arising from or related to the performance by RMSC-PC (or its officers, agents, employees, successors and assigns) of any of its rights or obligations under this Agreement or its operation of a competitive swim program pursuant to this Agreement. This section shall survive the term of this Agreement.
 - h. Liability. RMSC-PC releases the Mayor and Council, its employees and agents, from and agrees that the Mayor and Council, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by or asserted or imposed against the Mayor and Council, its employees and agents, as a result of or in connection with RMSC-PC's support of the City's youth and teen competitive swim program and any activities conducted pursuant to this Agreement, except for the gross negligence or willful misconduct of the Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.
 - i. No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing Party shall not be entitled to attorneys' fees.
 - j. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland. Each Party consents to the jurisdiction and venue of the courts of Montgomery County, Maryland.
 - k. Entire Agreement, Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned, or incidental, 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 must be in writing and signed by the appropriate authorities of the Parties. The Mayor and Council's failure to act with respect to a breach by RMSC-PC does not waive its right to act with respect to subsequent or similar breaches. The failure of the Mayor and Council to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
 - l. Exhibits. All Exhibits referred to in this Agreement are by such references fully incorporated in this Agreement.

- m. 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.

[signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

**THE MAYOR AND COUNCIL OF
ROCKVILLE**, a Maryland municipal corporation

By: _____
Jeff Mihelich, City Manager

Date: _____

Approved as to form and legality:

Office of the City Attorney

RMSC PARENTS, CLUB, INC., a Maryland
nonstock corporation

By: _____
Blake Warner
RMSC-PC, President (2025-2027)

Date: _____

Exhibit A – Annual Report Template

- A. RMSC Parents Club Inc. Mission
 - a. Please briefly describe your mission and note if it has changed over the past year
- B. List Names and Titles of elected officers and members of the Board of Directors, and their term expiration.
- C. Have there been any changes to the RMSC-PC’s bylaws and/or Articles of Incorporation. If so, please describe.
- D. Summary of Accomplishments
 - a. Describe major initiatives of the RMSC-PC over the past year including but not limited to swim meets the group organized, team travel trips, major accomplishments, fundraising activities and volunteer recruitment.
- E. Summary of Challenges
 - a. Describe major challenges encountered by RMSC-PC over the past year, and include resolutions or proposed solutions / changes as appropriate.
- F. Financial
 - a. Provide past year’s actual revenues and expenses by category
 - b. Provide upcoming year’s budgets revenue and expense by category
 - c. Describe status of all pertinent state and federal tax and business entity filings for the past year.
 - d. Provide a summary of the required Audit of RMSC-PC’s as required by the group’s bylaws
- G. Additional Information
 - a. Any information which the group wishes to share as part of their annual report to the City of Rockville.



MAYOR AND COUNCIL Meeting Date: June 1, 2026
Agenda Item Type: CONSENT
Department: RECREATION & PARKS
Responsible Staff: CHRIS HENRY

Subject

Approve and Authorize the City Manager to Execute a Project Agreement with the State of Maryland Department of Natural Resources (DNR) requesting Program Open Space funding in the amount of \$153,000 to fund a portion of the renovation of David Scull Park Improvements project.

Department

Recreation & Parks

Recommendation

Staff recommend the Mayor and Council of Rockville approve and authorize the City Manager to execute the project agreement (Attachment 1) to apply for a \$153,000 Program Open Space grant administered by the State of Maryland Department of Natural Resources. This grant requires a 25% city match in the amount of \$38,250 which is already included with in the David Scull Park Improvements (RA19) project.

Discussion

Program Open Space Local provides financial and technical assistance to local subdivision for the planning, acquisition, and/or development of recreation land or open space areas. Established under the Department of Natural Resources in 1969, Program Open Space symbolizes Maryland's long-term commitment to conserving our natural resources while providing exceptional outdoor recreation opportunities within our community.

POS Local funds are allocated annually to the 23 Maryland Counties and Baltimore City based on a formula. Funds may be used to acquire or develop land for public recreation or open space use. Projects must be included in the county's [POS Local Annual Program](#) and funding must be authorized by the county for projects to be considered. Individual projects funded are determined by the local jurisdiction and then brought to the Maryland Board of Public Works for approval. Rockville's local jurisdiction is Maryland National Capital Park and Planning Commission.

David Scull Park Improvements project would be one of more than 30 Rockville parks that have received POS funding during the past 35 years. Montgomery Parks and the State of Maryland DNR have been strong supporters and partners in developing throughout the Rockville park

system. The City is working with Montgomery Parks to secure this POS grant funding from the State.

Mayor and Council History

This is the first time a POS grant for David Scull Park has come to the Mayor and Council.

Boards and Commissions Review

The Recreation and Park Advisory Board reviews CIP projects during the budget process.

Fiscal Impact

If approved, the POS grant of \$153,000 will be added to the David Scull Park Improvements project via a FY 2027 budget amendment. The grant requires a 25% city match in the amount of \$38,250 which is already included within the David Scull Park Improvements (RA19) project.

Next Steps

If approved and authorized by Mayor and Council, the City Manager will execute the attached agreement, and City staff will administer the application and the grant process with Montgomery Parks and the State of Maryland DNR.

Attachments

Program Open Space Project Agreement David Scull Park

Maryland Department of Natural Resources Program Open Space (POS) Local Grant

Development & Capital Renewal Application and Project Agreement

POS PROJECT #

(DNR Use Only)

1. PROJECT INFORMATION: Please fill out all sections of the form completely unless otherwise indicated.

PARK NAME David Scull Park

PROJECT NAME David Scull Park Improvement

2. PROJECT LOCATION: Please identify all applicable parcels.

Street Address: 1133 First Street

MD Legislative District 17

City/Town Rockville

County Montgomery

Zip Code 20850

County Tax Map GR53

Grid 0000

Parcel P384

Lot NA

SDAT Account Identifier 00151917

District-Subdivision-Account Number or Ward-Section-Block-Lot (as applicable)

3. PROJECT DETAILS:

a. Type of project: Development Capital Renewal

b. Is this project located in a Priority Funding Area (PFA)? Yes No

If this project is not in a PFA, does it serve population from more than one PFA? Yes No

c. Is this project constructing an indoor facility? (If 'Yes', please answer the following) Yes No

i. Is the indoor facility 7,500 square feet or greater? Yes No

ii. If this is an indoor facility and the facility is 7,500 square feet or greater, please acknowledge the following:

iii. The facility will meet the equivalent of LEED Green Building Rating System Silver rating. Initial Here

iv. The facility will incorporate the nonstructural site design practices in the Maryland Stormwater Design Manual in COMAR 26.17.02. Initial Here

d. Is this project located within a Coast Smart Climate Ready Action Boundary? Yes No
<https://mdfloodmaps.net/CRAB/> (If 'Yes', please answer the following)

i. Is the total cost of this project \$500,000 or greater? Yes No

ii. Does this project include a structure? For the Coast Smart Construction Program, a "structure" is defined as a walled or roofed building; a manufactured home; or a gas or liquid storage tank that is principally above ground. Yes No

iii. If this project is located within a Coast Smart Climate Ready Action Boundary, is \$500,000 or greater, and includes a structure, it may be subject to the Coast Smart Siting and Design Criteria. Please review the Coast Smart Construction Program document, and fill out and submit with your application the Coast Smart Project Screening Form in Appendix A: <https://dnr.maryland.gov/climateresilience/Documents/2020-Coast-Smart-Program-Documents-FINAL.pdf>. Note that this form is still required even if the project qualifies for a categorical exemption.

iv. A waiver may be requested from one or more of the specific Siting or Design Criteria. To request a Waiver Consideration, please fill out and submit with your application the Coast Smart Criteria Waiver Form in Appendix B of the Coast Smart Construction Program document: <https://dnr.maryland.gov/climateresilience/Documents/2020-Coast-Smart-Program-Documents-FINAL.pdf>

v. Please acknowledge that the project will meet any Coast Smart Siting and Design Criteria, as applicable. Initial Here

- e. Please describe the public access that will be available on the property and note any restrictions or limitations, both prior and subsequent to park development:

Approximately, 1.35 acres of the park will be accessible during the renovation. The amenities available during the construction include one basketball court, playground, picnic tables, and open space. The remaining acreage will be under construction. There is a sidewalk surrounding the park for public access during construction. This route will have limited interruptions during the utility installation for the pavilion. During this time the public will be directed to use the sidewalk on the other side of the street. Within the construction area, the old structure will be removed and accessible pathways and a new pavilion with restroom facilities will be constructed.

4. PROJECT DESCRIPTION: Descriptions are written into the agenda item, which is presented to the Maryland Board of Public Works for approval. Please explain the proposed project and be specific. Why is it being done and how does it relate to local recreation needs? Is it a new development, does it build upon an existing facility, or is it a capital renewal project? Provide all of the information that you feel is necessary to explain and justify the project. Attach a separate sheet, if necessary.

David Scull Park consists of 4.10 acres across four parcels. The proposed project will occur on three of those parcels and will affect approximately 2.75 acres.

David Scull Park is located adjacent to the David Scull Courts community, part of the Rockville Housing Enterprises (RHE) property and adjoining community center. Established in 1955 as the Housing Authority of the City of Rockville, RHE serves as the City's Public Housing Authority, providing affordable rental and homeownership opportunities for low- and moderate-income residents. The park directly connects to this housing community and provides essential recreational opportunities. It is located at the intersection of East Gude Drive and Taft Street, and sits along the Carl Henn Millennium Trail, a major pedestrian/bicycle commuting route that connects the entire City of Rockville. The park also functions as a key connection between the Southlawn Industrial Area and the nearby neighborhoods of East Rockville and Burgundy Knolls. The Maryland Department of Natural Resources identifies the area surrounding David Scull Park as an overburdened and underserved community.

The 2040 City of Rockville Comprehensive Plan identifies the Southlawn Industrial Area as an important light and service industrial district that provides employment and services to residents. The plan recommends improvements to David Scull Park to address safety concerns (e.g., stormwater facilities, street traffic), modernize park equipment and structures, and enhance the park's borders along East Gude Drive, Taft Street, and First Street. A second recommendation calls for a gateway monument or pylon at First Street and Taft Street to mark the entrance to the Southlawn Industrial Area and the East Rockville neighborhood, with a focus on David Scull Park. Both recommendations will be implemented as part of, or in coordination with, the David Scull Park Improvement Project.

The park currently includes a 1970s-era restroom/shelter building, a playground, basketball courts, several picnic amenities (tables and grills), and a baseball field. The existing building is no longer used by the City, so a major focus of the project is its demolition and replacement with a new pavilion that can be used by the community and the adjacent housing authority for picnics and gatherings. The proposed pavilion will be approximately 640 square feet and will include four covered picnic tables, a publicly accessible ADA-compliant restroom with an adult changing table, and a small storage closet. Additional project elements include installation of new fencing along Taft Street and First Street; removal of the existing baseball field and conversion into a multi-purpose rectangular athletic field; construction of a gateway entrance and artwork (outside the scope of this project) at East Gude Drive and Taft Street; creation of a new pathway connecting the Carl Henn Millennium Trail to First Street and park amenities; installation of benches, picnic tables, and landscaping (trees, shrubs, and perennials); and safety improvements at the stormwater inlet through new landscaping and fencing. The project will also ensure ADA compliance throughout all new amenities.

This project supports the goals of both the City's 2040 Comprehensive Plan and the City of Rockville 2020 Recreation and Parks Strategic Plan adopted by the Mayor and Council. This project meets the following visions: 1,2,5,6,7 and 8 established by the 1992 Economic Growth, Resource Protection and Planning Act.

The POS application project scope includes all labor, equipment, tools and materials, for the construction of a pre-engineered, prefabricated building and the demolition and removal of an existing 1970's park shelter including capping and moving utilities. The new building shall have an ADA-accessible restroom to include all related items; plumbing, water and sewer, electrical and mechanical components.

5. PROJECT PERIOD: From: _____ Date of Letter of Acknowledgement or Letter of Concurrence (DNR Use Only)
 To: _____ Estimated Date of Completion (Must be filled in by Applicant)

Please provide a proposed development schedule:

Design Start Date (if applicable) March 2024 Design End Date January 2026
 Construction Start Date July 2026 Construction End Date June 2027

6. ITEMIZED DETAILED COST ESTIMATE: Round to the nearest dollar.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED COST
13	Prefabricated large picnic pavilion structure with bathroom facility	\$110,000
14	Installation and construction of picnic pavilion structure with bathroom facility including site work, utility installation, foundation, etc.	\$93,500
TOTAL DEVELOPMENT COSTS:		\$203,500

7. PROJECT FUNDING:

POS FUNDS REQUESTED: \$ 153,000 75 %
 PRIOR POS FUNDS APPROVED: \$ _____ %
 LOCAL FUNDS: \$ 38,250 25 %
 OTHER FUNDS: \$ _____ % (Specify Source/Type) \$250,000 State Bond Bill
 TOTAL PROJECT COST: \$ 191,250 100 %

8. FEDERAL FUNDS: (check one of the options below)

a. The Applicant certifies that it has received Federal funds for this project. No
 Please indicate type of Federal fund received and amount: _____
 b. The Applicant certifies that it has not received Federal funds for this project. X

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

APPLICANT Mayor and Council of Rockville APPLICANT'S FEDERAL ID # 52-6001573

10. LOCAL PROJECT COORDINATOR:

Steve Mader Acting Director Recreation and Parks City of Rockville
 (Print Name) (Title) (Department) (Organization)
 6 Taft Court Rockville Maryland 20850
 (Mailing Address) (City) (State) (Zip)
 240-314-8702 240-743-7519 smader@rockvillemd.gov
 (Phone Number) (Mobile Number) (Email Address)

11. LOCAL GOVERNMENT AUTHORIZATION:

As the authorized representative of this Political Subdivision, I have read the terms of the "Project Agreement and General Conditions" of the Local Program Open Space (POS) Grants Manual and I agree to perform all work in accordance with the Manual, POS Law and Regulations, all applicable Local, State and Federal statutes and regulations, and with the attachments included herewith and made a part thereof.

Jeff Mihelich, City Manager City of Rockville, Maryland

(Signature)

(Print Name)

(Title/Organization)

(Date)

PROGRAM ADMINISTRATIVE REVIEW: (DNR Use Only)

ON-SITE INSPECTION: DATE _____ BY _____

DEPARTMENT OF NATURAL RESOURCES – PROGRAM OPEN SPACE APPROVAL:

(Signature)

(BPW Approval Date)

(BPW Agenda Item Number)

Revised 06/23

David Scull Park Street Map



David Scull Park Site Plan



8.00

LIBER 4 066 PAGE 228

MONTGOMERY COUNTY RECORDS - CODE

Voluntary Acknowledgment Form No. 10
1911 Rev. & 1937, Washington, D.C. 20540

DEB - ACK

CLK. CT. M. S.

MAY 10 71

MAY 9 1 5

This deed, made this 7th day of May, 1971, by and between KATHERINE O. LOFSTRAND, surviving tenant by the entirety of Anders R. Lofstrand, Jr., who died on March 9, 1953

party of the first part, and THE MAYOR AND COUNCIL OF ROCKVILLE, a

municipal corporation

party of the second part:

Witnesseth, that in consideration of ten dollars and other good and valuable considerations, the receipt of which is hereby acknowledged

the said party of the first part does grant and convey unto The Mayor and Council of Rockville

party of the second part, ^{its successors} ~~heirs~~ and assigns, in fee simple all that piece or

parcel of unimproved land situate, lying and being in Montgomery

County, State of Maryland, being a part of the same land which the said party of the

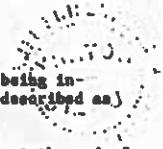
first part Katherine O. Lofstrand

obtained from R.W. and F.D. Nichols, by deed dated May 25, 1948, recorded June 3, 1948 in Liber 1158, at Folio 496

and being described as follows to wit:

All that piece or parcel of land, situate, lying and being in Montgomery County, State of Maryland and being more particularly described as follows:

Beginning for the same at a stone found being located at the end of the fourteenth line of the property described in Liber 3365 at Folio 516 among the Land Records of Montgomery County, Maryland, and running thence to include a part of the lands described in Liber 1158, Folio 496 and recorded among the Land Records of Montgomery County, Maryland, with courses and distances adjusted to correspond with corner markings found by a field survey, S 76° 15' 25" W, 233.30 feet to a point, thence N 02° 47' 54" W, 545.66 feet to intersect a curve, thence along said curve to the right with a radius of 3183.23 feet; and arc distance 139.17 feet (chord 139.16 feet, chord bearing S 42° 49' 56" E) to a point, thence N 48° 25' 10" E, 118.50 feet to a point, thence S 10° 00' 35" W, 69.69 feet to an iron pipe found, thence S 11° 40' 23" E, 405.93 feet to the point of beginning, containing 90,960 square feet (or 2.088 acres) of land more or less.



1971 MAY 10 AM 10:58
CLERK'S OFFICE
MONTG. CO. MD.

Together with the building and improvements thereupon erected, made, or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining.

LIBER 4066 FOLIO 229

We have and to hold the said piece or parcel of land and premises above described, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Mayor and Council of Rockville

And the said party of the first part covenant that she will warrant specially and generally the property hereby conveyed; that she is seized of the land hereby conveyed; that she has a right to convey said land; that the said party of the second part shall quietly enjoy said land; that she has done no act to encumber said land;

and that she will execute such further assurances of said land as may be requisite.

Witness my hand and seal.

TEST:

M. Katherine Self
M. KATHERINE SELF

Katherine O. Lofstrand
KATHERINE O. LOFSTRAND

[SEAL]

[SEAL]

WE HEREBY CERTIFY THIS PROPERTY HAS BEEN DULY REGISTERED ON THE MONTGOMERY COUNTY ASSESSMENT BOOKS

STATE OF Maryland
COUNTY OF Montgomery

To Wit:

Notary Public 59961
TRANSFER CLERK DIVISION OF ASSESSMENTS

On this 7th day of May, 1971, before me,

the undersigned officer, personally appeared Katherine O. Lofstrand

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: 7-1-74

M. Katherine Self
M. KATHERINE SELF Notary Public



THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

William N. Busbee
Attorney

MAY 10 1971
TRANSFER TO GOVERNMENTAL, EXECUTIVE, & COMMUNITY DEVELOPMENT DIVISION

Collection of Taxes for Montgomery County
This instrument is for the purpose of creating
Principals, Montgomery County, Md.
No. 63-4024-11
All taxes on instruments related to the
Collection of Taxes for Montgomery County
shall be paid to the Treasurer of the County
at the time of recording this instrument.
This instrument is not to be recorded for
recording fees and to not record for
recording fees for this purpose, nor does it
constitute satisfaction of recording fees.

Beed
MARYLAND

KATHERINE O. LOFSTRAND
TO
THE MAYOR AND COUNCIL OF ROCKVILLE

Received for Record on the 16th day
of May A.D. 1971
at 11:58 a.m. of P.M. 228
Liber No. 4066 of P.M. 228
the Land Records for County,
State of Maryland
Housed in Smith
Clerk

Return to:
The Mayor and Council
of Rockville
111 South Perry Street
Rockville, Maryland 20850
The Virginia Lee Roberts Center
and The Hon. R.C. Williams, R.E. Sims

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 3947 p 0226 MSA_CE_53_3905 Date available 3/4/2005 Print: 4-3012025

MS 3947 no 226

DEED

THIS DEED, made this 16th day of March, 1970, by and between GERALD JAN SCHIFFER and MARTHA TAYLOR SCHIFFER, his wife, hereinafter referred to as Parties of the First Part, and THE MAYOR AND COUNCIL OF ROCKVILLE, a municipal corporation of the State of Maryland, hereinafter referred to as Party of the Second Part;

WITNESSETH, that in consideration of the sum of ONE DOLLAR (\$1.00), the receipt of which is heroby confessed and acknowledged, the said Parties of the First Part do heroby grant and convey unto the said Party of the Second Part in fee simple all that piece or parcel of land situate, lying and being in the City of Rockville, County of Montgomery, State of Maryland, and being more particularly described as follows:

Being all of that conveyance from Mavorly Associates, Inc. to Gerald Jan Schipper, by deed dated February 20, 1968, and recorded among the Land Records of Montgomery County, Maryland, in Liber 3722 at Folio 217, and being more particularly described as follows:

Being Lot Numbered One (1), in Block Numbered Five (5), in the subdivision known as "Southtown Office & Industrial Center" as per plat recorded in Plat Book 84 at Plat No. 8847, one of the Land Records for Montgomery County, Maryland.

TOGETHER with the buildings and improvements thereupon made or being; and all and every, the rights, alloys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the pieces or parcels of ground and premises above described or mentioned, and heroby intended to be conveyed together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Party of the Second Part.

AND the said Parties of the First Part covenant that they will warrant specially the property heroby conveyed and that they will execute such further assurances of said land as may be requisite.

WITNESS our hands and seals the day and year first above written.

WITNESS:

Hazel N. Hestand
HAZEL N. HESTAND

Gerald Jan Schipper (SEAL)
GERALD JAN SCHIFFER

CLERK'S OFFICE
MONTG. CO., MD.

15788817 PK 2-15

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UMR 3947 no 227

Page Two

WITNESS:

Hazel N. Hestand
HAZEL N. HESTAND

Martha Taylor Schipper [SEAL]
MARTHA TAYLOR SCHIPPER

STATE OF MARYLAND)
COUNTY OF) ss:

I HEREBY CERTIFY that on this 16th day of March, 1970,
before me, the undersigned officer, personally appeared GERALD JAN SCHIPPER
and MARTHA TAYLOR SCHIPPER, his wife, known to me to be the persons whose
names are subscribed to the within instrument and acknowledged that they
executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereto set my hand and official seal.



Hazel N. Hestand [SEAL]
Notary Public - HAZEL N. HESTAND

My Commission Expires: July 4, 1970

I hereby certify that the foregoing Deed
was prepared under my supervision, and I
further certify that I have been admitted
to practice law before the Court of
Appeals of Maryland.

Roger W. Titus
Roger W. Titus

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 3947 p 0227 MSA_CE_53_3905 Date available 8/4/2005 Printed 4/30/2025

W/ 3947 MAR 22 2005

RECEIVED BY THE
MONTGOMERY COUNTY CIRCUIT COURT
CLERK'S OFFICE
1000 PENNSYLVANIA AVENUE
BETHESDA, MARYLAND 20814

NOTICE TO THE
CITY OF BETHESDA
RE: THE PROPOSED
REVISIONS TO THE
LOCAL GOVERNMENT
CHARTER OF THE
CITY OF BETHESDA
AND THE PROPOSED
REVISIONS TO THE
LOCAL GOVERNMENT
ORDINANCES OF THE
CITY OF BETHESDA

MONTGOMERY COUNTY, MARYLAND

11:59

GERALD JAY SCHIFFER and MARTHA
TAYLOR SCHIFFER, his wife,
Parties of the First Part

vs

THE MAYOR AND COUNCIL OF
ROCKVILLE, a municipal corpora-
tion of the State of Maryland,
Party of the Second Part.

D E E D

Please mail to:

City Clerk
City of Bethesda
11000 Fox Street
Bethesda, Maryland 20814

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LIBER 3851 P. 51

DEED

THIS DEED made this 28th day of February, 1970, by and between MAVERLY ASSOCIATES, INC., a Maryland corporation, Party of the First Part, and THE MAYOR AND COUNCIL OF ROCKVILLE, a municipal corporation of the State of Maryland, Party of the Second Part:

WITNESSETH, that in consideration of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, the said Party of the First Part does hereby grant and convey unto the said Party of the Second Part in fee simple all that piece or parcel of land situate, lying and being in the City of Rockville, County of Montgomery, State of Maryland, and being more particularly described as follows:

Part of the property of Waverly Associates, Inc. described in a conveyance from Anders R. Lofstrand, et ux, by Deed dated June 30, 1966 and recorded in Liber 3236 at Folio 136 among the Land Records of Montgomery County, Maryland.

Beginning for the same at a concrete monument on the southwest corner of Lot 1, Block 5, Southlawn Office and Industrial Center recorded in Plat Book 84 at Plat 8847 among the Land Records of Montgomery County, Maryland. Said point being on the northerly margin of Taft Street, 70.00 feet wide; thence with said northerly margin the arc of a curve to the right whose radius is 965.00 feet, arc of 159.74 feet and a chord bearing and distance of

- South 72° 06' 23" West, 159.56 feet, thence
- South 76° 50' 55" West, 50.00 feet, thence
- North 58° 09' 05" West, 35.36 feet to the easterly margin of First Street, 70.00 feet wide, thence with said easterly margin
- North 13° 09' 05" West, 242.02 feet, thence leaving the easterly margin of First Street and with the outline of lands of the Public Housing recorded in Liber 3236, Folio 81
- North 76° 50' 55" East, 113.18 feet, thence
- North 13° 09' 05" West, 70.00 feet, thence with the land of A. R. Lofstrand recorded in Liber 1158, Folio 496
- North 76° 14' 31" East, 226.50 feet to the westerly margin of the right-of-way M-8, 120.00 feet wide as shown in Plat Book 79 at Plat 8002, thence with said westerly margin with the arc of a curve to the right whose radius is 3065.23 feet, arc 79.00 feet and a chord bearing and distance of
- South 33° 31' 26" East 79.00 feet to the northeast corner of the above-mentioned Lot 1, Block 5,

CLERK'S OFFICE
MONTG. CO., MD.

NOTAR-2, APR 9, 1970

APR 9 1970 5 56 PM REC'D
CLERK'S OFFICE
MONTG. CO., MD.
700

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) PMS 3951 p 0052 MSA_CE_63_3909 Date available 8/4/2005 Printed 4/30/2006

LIBA 3951 rlu 52

Page Two

thence leaving said M-8 and with the outlines of Lot 1, Block 5

South 54° 54' 43" West, 201.37 feet, thence

South 29° 59' 36" East, 184.87 feet to the beginning, containing 77,076 square feet or 1.7694 acres.

TOGETHER with the buildings and improvements thereupon, made or being; and all and every, the rights, alloys, ways, waters, privileges, appurtenances, and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Party of the Second Part.

AND the said Party of the First Part covenants that it will warrant specially the property hereby conveyed and that it will execute such further assurances of said land as may be requisite.

IN WITNESS WHEREOF, WAVERLY ASSOCIATES, INC., a Maryland corporation, has hereunto caused these presents to be signed by ROGER W. EISINGER, JR., its President, attested by JOHN K. KILBANE, its Secretary, and its corporate seal to be hereunto affixed, and does hereby appoint ROGER W. EISINGER, JR. its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

WAVERLY ASSOCIATES, INC.

By: *[Signature]* (SEAL)
Roger W. Eisinger, Jr., President

ATTEST:
CORPORATE SEAL
John K. Kilbane, Secretary
STATE OF MARYLAND)
COUNTY OF MONTGOMERY) ss:

I hereby certify that the foregoing deed was prepared under my supervision, and I further certify that I have been admitted to practice law before the Court of Appeals of Maryland.

[Signature]
John W. Egan, Notary Public

On this 28 day of February, 1970, before me, the undersigned officer, personally appeared ROGER W. EISINGER, JR., known to me to be the person whose name is subscribed as attorney-in-fact for Waverly Associates, Inc., and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

Witness my hand and official seal.

NOTARY PUBLIC
STATE OF MARYLAND

[Signature] (SEAL)
Notary Public
My Commission Expires July 1, 1972

3951 file 53

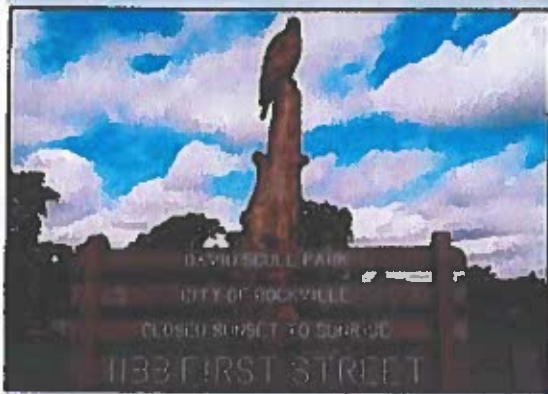
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Di...
MONTGOMERY COUNTY CIRCUIT COURT
CLERK OF COURT

ALL Taxes on instruments recorded in the
Office of the Montgomery County
Recorder, Land Records, of Montgomery County,
Maryland, shall be paid by the
person or persons who are the parties to the
instrument or instruments recorded in the
Office of the Recorder, Land Records, of
Montgomery County, Maryland.

MONTGOMERY COUNTY, MARYLAND, RECORDERS,
HMS 3951

132	HAVENLY ASSOCIATES, INC., a Maryland Corporation, Party of the First Part, vs THE MAYOR AND COUNCIL OF ROCK- VILLE, a municipal corporation of the State of Maryland, Party of the Second Part.
D E E D	<p><i>...</i></p> <p>Mr. Clerk: Please mail to: City Hall 111 South First Street Rockville, Maryland 20850 (301) 771-1100</p>

David Scull Park Improvements (RA19)



Description: This project funds improvements to David Scull Park based on recommendations in the 2015 Southlawn Industrial Area Study and responds to Implementation Items in the 2007 Lincoln Park Neighborhood Plan, 2004 East Rockville Neighborhood Plan, 2020 Recreation and Parks Strategic Plan, and the Comprehensive Plan. Design will provide a transition between the Southlawn Industrial area and adjacent residential neighborhoods with the park as the featured access point.

Changes from Previous Year: Maryland State bond bill funding was added by budget amendment during FY 2025. Construction completion moved out to FY 2027 to allow for project close out.

Current Project Appropriations

Prior Appropriations:	850,000
Less Expended as of 4/15/25:	50,406
Total Carryover:	799,594
New Funding:	-
Total FY 2026 Appropriations:	799,594

Guiding Principle: Stewardship of the Env. and Infrastructure

Mandate/Plan: 2015 Southlawn Industrial Area Study; 2007 Lincoln Park Neighborhood Plan; 2004 East Rockville Neighborhood Plan; 2020 Recreation & Parks Strategic Plan; Comprehensive Plan

Anticipated Project Outcome: Providing the David Scull and Maryvale neighborhoods with an improved park that serves as a gateway to each community.

Project Timeline and Total Cost by Type: Construction cost increased due to inflation. Project received a Maryland State bond bill. Construction completion moved out one year to FY 2027 to allow for project close out.

Type	Estimated Start		Estimated Completion		Estimated Cost			
	Original	Current	Original	Current	Original	Current	\$ Change	% Change
Planning / Design	FY 2025	FY 2024	FY 2025	FY 2025	100,000	100,000	-	-
Construction	FY 2026	FY 2025	FY 2026	FY 2027	444,700	750,000	305,300	69%
Other	-	-	-	-	-	-	-	-
Project Total (\$):					544,700	850,000	305,300	56%

Project Funding: This project is fully funded.

Source	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
Paygo (Cap)	600,000	-	-	-	-	-	-	600,000
State Bond Bill (Other-Cap)	250,000	-	-	-	-	-	-	250,000
Total Funded (\$)	850,000	-	-	-	-	-	-	850,000
Unfunded (Cap)	-	-	-	-	-	-	-	-
Total w/Unfunded (\$)	850,000	-	-	-	-	-	-	850,000

Operating Cost Impact: Cost for pavilion maintenance, landscaping, and custodial services.

Fund	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
General	-	10,500	-	-	-	-	-	10,500

Project Manager: Charles Reed, Parks Maintenance Manager, 240-314-8711.

Notes: This project first appeared in the FY 2019 CIP. FY 2026 work includes construction.



MAYOR AND COUNCIL Meeting Date: June 1, 2026
Agenda Item Type: CONSENT
Department: POLICE
Responsible Staff: CHIEF JASON WEST

Subject

Authorize the City Manager to enter into a Memorandum of Agreement with the Montgomery County Department of Police to assign a sworn member of the Rockville City Police Department to the Vice and Intelligence Unit.

Department

Police

Recommendation

Staff recommends the Mayor and Council authorize the City Manager to enter into a Memorandum of Agreement (MOA) (Attachment 1) with the Montgomery County Department of Police to assign a sworn member of the Rockville City Police Department to the Vice and Intelligence Unit.

Change in Law or Policy

None

Discussion

The Rockville City Police Department has filled all current police officer vacancies and is now assigning additional personnel to special assignments such as the Community Engagement Officer program, the Traffic Unit, and the Criminal Investigations Unit. Filling these positions increases the capabilities of the Rockville City Police Department and provides professional growth opportunities for current police officers. The expansion of these units not only increases public safety in the City of Rockville in various disciplines of law enforcement, but it also keeps the Rockville City Police Department competitive in recruiting the best and brightest future police officers.

As part of the department's strategic plan to enhance law enforcement services to the City of Rockville, the Rockville City Police Department is establishing a Special Assignment Unit. In addition to other duties, the Special Assignment Unit will conduct investigations into quality-of-life crimes, narcotics complaints, retail theft, and organized crime. The Special Assignment Unit will be initiative-driven and will implement strategies in the areas of the City of Rockville where crime patterns and trends are identified through crime analysis.

The Rockville City Police Department and the Montgomery County Department of Police work collaboratively to investigate and reduce crime in the City of Rockville. The Rockville City Police Department seeks to assign one member from the Special Assignment Unit to the Montgomery County Department of Police's Vice and Intelligence Unit. The sworn member will participate in the investigation of organized crime that includes human trafficking and prostitution offenses, illegal distribution of pornographic material, illegal gambling operations and public corruption within the City of Rockville. These investigations currently take place with little to no involvement of the Rockville City Police Department. The sworn member will have access to real time intelligence information that will assist Rockville City Police Department with investigations into violent crime in the City of Rockville.

As part of the assignment, the sworn member will be embedded in the Special Investigations Division of the Montgomery County Department of Police. This assignment demonstrates the Rockville City Police Department's collaborative approach to maintaining the highest level of public safety in the City of Rockville and will be formalized through a Memorandum of Agreement (MOA) between the Mayor and Council of Rockville and the Montgomery County Department of Police.

The assigned sworn, member will receive supervision and oversight from the Montgomery County Department of Police's Special Investigations Division and the Rockville City Police Department's Special Operations Division. The respective Chiefs of Police will receive a weekly report on the status of investigative progress and will evaluate the value and necessity of the agreement on or about June 1 of subsequent years.

Mayor and Council History

This has never been before the Mayor and Council.

Fiscal Impact

The City of Rockville will continue to pay the salary and benefits for the assigned sworn member. As part of the Memorandum of Agreement (MOA), the City of Rockville will receive 30% of all assets seized and forfeited through court proceedings.

Next Steps

Upon Mayor and Council approval, the City Manager will enter into an agreement with the Montgomery County Department of Police to assign a sworn member of the Rockville City Police Department to the Vice and Intelligence Unit.

Attachments

Attachment 1_Vice and Intelligence MOA

***TASK FORCE AGREEMENT BETWEEN
MONTGOMERY COUNTY DEPARTMENT OF POLICE AND THE MAYOR
AND COUNCIL OF ROCKVILLE***

The Mayor and Council of Rockville, a Maryland municipal corporation and the Rockville City Police Department (RCPD) agree to assign one (1) of its officers to the Montgomery County Department of Police (MCPD), Special Investigations Division (SID), Vice and Intelligence Unit (V&I), to participate in a countywide investigative unit.

• PURPOSE:

The purpose of the V&I is to conduct covert investigations into human trafficking and prostitution offenses, the distribution of pornographic material, illegal gambling operations, and corruption involving public officials.

• AUTHORITY AND RESPONSIBILITY:

The primary assignment of the RCPD Officer assigned to the V&I will be to investigate human trafficking and prostitution-related criminal activity within the City of Rockville, as a means of furthering the mission of RCPD. The assigned RCPD Officer will assist the V&I detectives in furthering their overall mission in so doing.

The RCPD will pay all salaries, overtime, and benefits of the RCPD Officer assigned to the unit, and will provide Workers' Compensation coverage in the event personal injuries occur to its officer while engaged in the course of their V&I duties. The RCPD Officer assigned to the V&I shall at all times remain an employee of the RCPD.

Each agency shall, during the entire period of participation, maintain adequate insurance to cover its obligations and liability for its officer. This includes, but is not limited to, coverage for officer and vehicle while operating a vehicle, even if the vehicle is owned by another agency.

The Officer's authority and immunity coverage are delineated in Maryland Criminal Procedure Article 2-102.

• ACCOUNTABILITY:

The RCPD Officer assigned to the unit will be under the direct supervisory control of the V&I supervisor. The assigned Officer will be trained in proper human trafficking and prostitution investigative and enforcement techniques by MCPD, SID, V&I.

The assigned RCPD Officer will maintain regular contact with the RCPD to keep it informed of the V&I activities as relates to Rockville City and the RCPD assigned duties. A weekly Team report will be sent to each participating Chief, or designee, to advise them of the unit's activities

and to evaluate the results and continued necessity of their participation. In instances where release of any information may compromise an ongoing investigation, the Director of SID shall make the decision not to share confidential information until appropriate.

The RCPD Officer assigned will have a minimum of two years of police experience, preferably in a plainclothes capacity with an investigative background. When possible, the assigned officer should have experience investigating human trafficking and prostitution related offenses.

The RCPD Officer will maintain compliance with their respective agency's policies and procedures, as well as those of the MCPD, SID. In the event of any conflict, the SID standard operating procedures will be followed.

SID is a covert location and all officers operating out of SID operate in a covert, undercover capacity. MCPD policies relating to undercover officers and undercover operations shall be followed at all times.

• RESOURCES:

The MCPD, SID, will provide and maintain a suitable vehicle to be used by the RCPD Officer assigned.

The MCPD, SID, will also provide and maintain a cellular telephone to be used by the RCPD Officer assigned.

The MCPD, SID will provide funds for human trafficking and prostitution investigations, including but not limited to informant payments, investigative expenses, use of specialized equipment, human trafficking and prostitution-related training, and all other resources available within the SID and in furtherance of the mission.

The MCPD and the RCPD will share assets seized and forfeited through court proceedings, subject to applicable laws and forfeiture regulations. Asset sharing shall occur only for seizures made within the RCPD's jurisdiction. The MCPD shall retain 70 percent of the assets, and the RCPD shall retain 30 percent.

• TERMINATION AND REVIEW PROCESS:

This Agreement shall take effect on June 1, 2026, and may be terminated by either party upon written notice to the other party at least thirty (30) days in advance.

This Agreement will be reviewed yearly on or about June 1 of subsequent years by the parties herein named.

Signed, this _____ day of _____, 2026.

Jason West
Chief of Police
Rockville City Police Department

Marc Yamada
Chief of Police
Montgomery County Department of Police

Jeff Mihelich
City Manager
Mayor and Council of Rockville

Approved as to form and legality,

Office of the County Attorney

Office of the City Attorney

Haley M. Roberts
Assistant County Attorney

Cynthia Walters
Acting City Attorney



Subject

Approval of, and authorization of the City Manager to Execute the Moderately Priced Dwelling Unit Homeownership Program Agreement; and Approval of, and authorization of the City Manager to Execute the Declaration of Restrictive Covenants for Rockshire Project between the Mayor and Council of Rockville and EYA Development LLC, Subject to Approval as to Legal Form by the Acting City Attorney

Department

Housing and Community Development

Recommendation

Staff recommend that the Mayor and Council approve and authorize the City Manager to execute the Moderately Priced Dwelling Unit Homeownership Program Agreement and approve and authorize the City Manager to execute the Declaration of Restrictive Covenants between the Mayor and Council and EYA Development LLC.

Discussion

Per Section 13.5-5(a) of the City Code on Moderately Priced Housing, prior to obtaining a building permit, an applicant must submit a written Moderately Priced Dwelling Unit (MPDU) program agreement that has been approved by the Mayor and Council and the City Attorney to the building permit application.

The attached MPDU Homeownership Program Agreement (Attachment A) is for Rockshire Project. The applicant will be constructing 31 single-family detached dwelling units and 29 townhomes, including nine townhomes designated as MPDUs. A substantially final version of the MPDU Homeownership Program Agreement is attached, ready for the Mayor and Council to approve and to authorize the City Manager to execute on the Mayor and Council's behalf.

Additionally, the building permit application must execute and record covenants. This is to assure that the restrictions included in Section 13.5-5 run with the land for the entire period of control and bind the applicant, any assignee, mortgagee, or buyer and all other parties that receive title to the property. The covenants are to be senior among the instruments for

securing permanent financing. Staff and the City Attorney’s Office drafted the Declaration of Restrictive Covenants (Attachment B) for EYA Development LLC.

Mayor and Council History

On May 20, 2024, the Mayor and Council adopted Resolution No. 09-24 approving Project Plan Application PJT2024-00017 for the development of the Rockshire Project, allowing for, among other things, the development of 31 single-family detached dwelling units and 29 townhomes, and up to 5,200 square feet of commercial and office use, a neighborhood park and associated amenities and infrastructure on an area consisting approximately 7.32 acres of land located at 2401 Wooton Parkway.

Boards and Commissions Review

On October 23, 2024, the Planning Commission approved the Level 2 Site Plan Application STP2024-00493 to allow for the construction of the Rockshire Project, subject to compliance with certain conditions set forth in the approval letter, including a requirement to provide nine MPDUs at certain varying levels of income and minimum square footage.

Next Steps

The Moderately Priced Dwelling Unit Homeownership Program Agreement and Declaration of Restrictive Covenants between the Mayor and Council and EYA Development LLC will be finalized for execution by all parties.

Attachments

Rockshire Project MPDU Homeownership Program Agreement, Rockshire Project Deed of Declaration of Restrictive Covenants

CITY OF ROCKVILLE, MARYLAND
MODERATELY PRICED DWELLING UNITS PROGRAM AGREEMENT
FOR SALE UNITS
(Rockshire)

This **MODERATELY PRICED DWELLING UNITS PROGRAM AGREEMENT – FOR SALE UNITS** (this “**Agreement**”) is entered into as of this [redacted] day of [redacted] 2026 (the “**Effective Date**”) by and among **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body corporate and municipal corporation of the State of Maryland (the “**Mayor and Council**”), **RK HOMES ASSOCIATES LLC**, a Delaware limited liability company qualified to conduct business in the State of Maryland, having a principal address at 4800 Hampden Lane, Suite 300, Bethesda, Maryland 20814 (the “**Owner**”), and **EYA DEVELOPMENT LLC**, a Maryland limited liability company, having a principal address at 4800 Hampden Lane, Suite 300, Bethesda, Maryland 20814 (the “**Site Plan Applicant**”). Individually, the Mayor and Council, the Owner, and the Site Plan Applicant may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

- A. **WHEREAS**, on July 11, 2023, the Site Plan Applicant submitted Project Plan Application PJT2024-00017 (“**PJT2024-00017**”) to the City of Rockville Department of Community Planning and Development Services (“**CPDS**”) pursuant to Section 25.14.07.e of the Zoning Ordinance of the City of Rockville to allow for the development of 31 single-family detached dwelling units and 29 single-family attached dwelling units (townhouses), including a minimum of 15% Moderately Priced Dwelling Units, and up to 5,200 square feet of commercial and office use, a neighborhood park and associated amenities and infrastructure (the “**Rockshire Project**”) on an area consisting of approximately 7.32 acres of land located at 2401 Wootton Parkway in the City of Rockville (the “**Rockshire Land**”); and
- B. **WHEREAS**, on May 20, 2024, pursuant to Resolution No. 09-24(the “**Resolution**”), the Mayor and Council approved Project Plan Application PJT2024-00017 for the development of the Rockshire Project, subject to certain conditions set forth in the Resolution; and
- C. **WHEREAS**, Level 2 Site Plan Application STP2024-00493 (“**STP2024-00493**”) was approved by the Planning Commission for the City of Rockville (the “**Planning Commission**”) on October 23, 2024 (the “**Approval**”) as set forth in letter dated November 8, 2024 (the “**Approval Letter**”) to allow for the construction of the Rockshire Project, subject to compliance with certain conditions set forth in the Approval Letter, including, without limitation, compliance with the conditions set forth in the Resolution (“**Approval Conditions**”). The Approval Conditions include a requirement that the Rockshire Project comply with the MPDU Ordinance (as hereinafter defined) and in that regard, that 9 Moderately Priced Dwelling Units (“**Moderately Priced Dwelling Units**”

or “MPDUs”) must be included in the Rockshire Project, of which 7 MPDUS shall be at 80% of AMI (as hereinafter defined), 1 MPDU at 60% of AMI and 1 MPDU at 50% of AMI, and that the minimum square footage for an MPDU townhouse with three (3) bedrooms and two (2) bathrooms must be 1,200 square; and

- D. **WHEREAS**, on June 11, 2025 the Planning Commission approved Subdivision Plats 26244, 26245 and 26246 which were recorded on June 25, 2025 among the Land Records of Montgomery County, Maryland; and
- E. **WHEREAS**, the Owner was formed and organized as a Delaware limited liability company for the purpose of, among other things, acquiring the fee simple title to a portion of the Rockshire Land (the "**Rockshire Residential Land**") and developing, financing, constructing, owning and selling sixty (60) residential dwelling units on the Rockshire Residential Land consisting of 31 single-family detached dwelling units ("**Single-Family Detached Units**") and 29 single-family attached dwelling units (the "**Townhouse Units**"), as well as public use space, private open space, and private alleys; and
- F. **WHEREAS**, the Owner acquired title to the Rockshire Residential Land which is subject to Project Plan Application PJT2024-00017 and Level 2 Site Plan Application STP2024-00493, by virtue of that certain Special Warranty Deed dated July 15, 2025, and recorded on July 31, 2025, in Book 69458 and Page 493, among the Montgomery County land records; and
- G. **WHEREAS**, pursuant to the Approval Conditions, a minimum of fifteen percent (15%) of the residential units constructed in the Rockshire Project are required to be designated as MPDUs which must be reserved for sale to Eligible Households (as defined below) (the "**Rockville Affordable Housing Contribution Requirement**") in accordance with the Chapter 13.5 of the Rockville City Code (the "**MPDU Ordinance**") and the associated City of Rockville, Maryland Moderately Priced Housing Regulations (the "**MPDU Regulations**"); and
- H. **WHEREAS**, pursuant to the MPDU Ordinance and the terms of this Agreement, the Owner shall designate, administer, and sell nine (9) of the Townhouse Units as MPDUs (the "**MPDU Townhouse Units**"), of which (i) one (1) shall be reserved for sale to and occupancy by an Eligible Household with an annual income at or below fifty percent (50%) of the AMI, (ii) one (1) shall be reserved for sale to and occupancy by an Eligible Household with an annual income at or below sixty percent (60%) of the AMI, and (iii) seven (7) shall be reserved for sale to and occupancy by Eligible Households with annual incomes at or below eighty percent (80%) of the AMI; and
- I. **WHEREAS**, as required by the MPDU Ordinance, (i) in order to obtain a building permit for all or portions of the Rockshire Project, the Owner is required to submit to the CPDS a fully executed copy of this Agreement that has been approved by the Mayor and Council and the City Attorney, and (ii) the Owner and the Site Plan Applicant are required to

execute certain documents in order to evidence compliance with the Rockville Affordable Housing Contribution Requirement and, pursuant thereto, the execution of this Agreement and the Owner's execution of the MPDU Restrictive Covenant (as defined below) shall evidence such compliance, as more particularly set forth below.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the covenants 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:

**ARTICLE I
INCORPORATION OF RECITALS; DEFINITIONS; AND EXHIBITS**

Section 1.01. Incorporation of Recitals. The foregoing recitals above 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 foregoing recitals are fully incorporated into this Agreement by this reference as if fully set forth herein.

Section 1.02. Specific Definitions. In addition to other terms defined herein, each of the following terms shall have the meaning assigned to it in this Section, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders:

“Area Median Income” or ***“AMI”*** means the median income for the Washington, DC-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area, adjusted for Household Size, as published from time to time by HUD pursuant to Section 4 of the United States Housing Act of 1937.

“Construction Staging Plan” shall have the meaning described in Section 2.03(a),

“CPDS” shall have the meaning described in Recital A.

“DHCD” means the City of Rockville Department of Housing and Community Development.

“Director” means the Director of the City of Rockville Department of Housing and Community Development.

“Eligible Household” means a person or household whose annual gross income qualifies the person or household to participate in the Mayor and Council's moderately priced dwelling unit (MPDU) homeownership program, as determined by the City Manager or his authorized designee.

“Eligibility List” means the list, maintained by DHCD in accordance with the MPDU Ordinance, of Eligible Households who are seeking to purchase moderately priced dwelling units in the City of Rockville pursuant to the Mayor and Council’s moderately priced dwelling unit (MPDU) homeownership program.

“Household Size” means the actual number of persons in the Eligible Household.

“Housing Agency” means Rockville Housing Enterprises, the successor entity to the Housing Authority of the City of Rockville, or such other agency or organization as the Mayor and Council may designate.

“HUD” means the United States Department of Housing and Urban Development.

“Moderately Priced Dwelling Units” or **“MPDUs”** shall have the meaning described in Recital C.

“MPDU Ordinance” shall have the meaning described in Recital G.

“MPDU Regulations” shall have the meaning described in Recital G.

“MPDU Restrictive Covenants” means that certain *Deed of Declaration of Restrictive Covenants and Conditions for the Mayor and Council of Rockville’s Moderately Priced Dwelling Unit (MPDU) Homeownership Program*, dated the Effective Date and recorded among the Montgomery County, Maryland land records (the **“Land Records”**) by the Owner for the benefit of the Mayor and Council and its MPDU Home Ownership Program, containing covenants, conditions and restrictions regarding the ownership, operation, use, sale and occupancy of each MPDU Townhouse Unit during the MPDU Townhouse Unit Compliance Control Period, substantially in the form attached hereto as **Exhibit C**.

“MPDU Townhouse Unit Compliance Control Period” means the thirty (30) year period commencing upon the date of the first sale and settlement of each MPDU Townhouse Unit and terminating thirty (30) years later at 11:59 p.m., during which time the Owner covenants and agrees for itself, its successors, or its assigns, that each MPDU Townhouse Unit shall be conveyed subject to the MPDU Restrictive Covenants and Article II of this Agreement.

“MPDU Townhouse Units” shall have the meaning described in Recital H.

“Owner” means RK Homes Associates LLC, a Delaware limited liability company, qualified to do business in the State of Maryland, having a principal address at 4800 Hampden Lane, Suite 300, Bethesda, Maryland 20814, and its successors and approved assigns.

“PJT2024-00017” shall have the meaning described in Recital A.

“Planning Commission” shall have the meaning described in Recital C.

“Priority Eligibility List” means that certain list, maintained by DHCD, of Eligible Households who are seeking to purchase moderately priced dwelling units in the City of Rockville pursuant to the Mayor and Council’s moderately priced dwelling unit homeownership program, that includes: (i) persons in an Eligible Households that live or work within the corporate boundaries of the City of Rockville, (ii) Eligible Households that are headed by a person or persons over the age of fifty-five, or (iii) Eligible Households that are seeking to purchase an MPDU with 3 or more bedrooms.

“Priority Marketing Period” means the ninety (90) day period, as determined by DHCD, during which time only Eligible Households who are listed on the Priority Eligibility List may contract to purchase MPDUs listed in an Offering Notice.

“Rockshire Project” shall have the meaning described in Recital A.

“Rockshire Land” shall have the meaning described in Recital A

“Rockshire Residential Land” shall have the meaning described in Recital E.

“Rockville Affordable Housing Contribution Requirement” shall have the meaning described in Recital G.

“Single-Family Detached Units” shall have the meaning described in Recital E.

“STP 2024-00493” shall have the meaning described in Recital C.

“Term” means from the Effective Date through the date of the closing of the sale of the last MPDU Townhouse Unit, during which time the Owner covenants and agrees for itself, its successors or its assigns under this Agreement, to comply with each restriction and covenant set forth in the MPDU Restrictive Covenants and this Agreement.

“Townhouse Real Property” shall mean the real property on which the Townhouse Units are to be constructed.

“Townhouse Units” shall have the meaning described in Recital E.

Section 1.03. General. Any capitalized term to which a meaning is expressly given in this Agreement shall have the meaning assigned to it hereunder, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders.

Section 1.04. Exhibits. The following Exhibits are attached to this Agreement and are fully incorporated into this Agreement by this reference as if fully set forth herein:

Exhibit A Legal Description of the Townhouse Real Property

Exhibit B Intentionally Omitted

Exhibit C Form of MPDU Restrictive Covenants

Exhibit D Construction Staging Plan

DRAFT

**ARTICLE II
ROCKVILLE AFFORDABLE HOUSING CONTRIBUTION COVENANTS**

Section 2.01. General Covenant. In accordance with the MPDU Ordinance, the Owner hereby covenants and agrees for itself, its successors, and its assigns, to comply with each restriction and covenant set forth in the MPDU Restrictive Covenants and this Article II for the duration of the Term.

Section 2.02. Affordable Housing Contribution Requirement – Designation of MPDUs.

(a) Intentionally Omitted.

(b) MPDU Townhouse Units. The Owner covenants and agrees to comply with the Rockville Affordable Housing Contribution Requirement and the MPDU Ordinance by designating the following nine (9) residential Townhouse Units on the Rockshire Residential Land as Moderately Priced Dwelling Units solely for sale to and occupancy by Eligible Households pursuant to the terms of this Agreement and the MPDU Restrictive Covenants:

Address	Tax ID Number	Eligible Household Maximum Income	Number Of BRs/ BAs	Approx. NET Sq Ft	Initial Maximum Sale Price
1. 2440 Rockshire Place	04-03905828	80% AMI	3 / 2.5	1,471	\$380,200.00
2. 2442 Rockshire Place	04-03905830	80% AMI	3 / 2.5	1,471	\$380,200.00
3. 2427 Rockshire Place	04-03905998	80% AMI	3 / 2.5	1,471	\$380,200.00
4. 2429 Rockshire Place	04-03906003	80% AMI	3 / 2.5	1,471	\$380,200.00
5. 2437 Rockshire Place	04-03906047	80% AMI	3 / 2.5	1,471	\$380,200.00
6. 2439 Rockshire Place	04-03906048	80% AMI	3 / 2.5	1,471	\$380,200.00
7. 2441 Rockshire Place	04-03906060	80% AMI	3 / 2.5	1,471	\$380,200.00
8. 2414 Rockshire Place	04-03905885	60% AMI	3 / 2.5	1,471	\$285,000.00
9. 2412 Rockshire Place	04-03905896	50% AMI	3 / 2.5	1,471	\$237,500.00

(c) Intentionally Omitted.

Section 2.03. Construction of MPDU Townhouse Units.

(a) Construction Staging. In accordance with the MPDU Ordinance, and pursuant to that certain plan for staging construction of the Townhouse Units (the “**Construction Staging Plan**”), attached hereto as **Exhibit D**, the Owner covenants and agrees to construct, or cause to be

constructed, the MPDU Townhouse Units contemporaneously with or before the market-rate Townhouse Units, as provided for in the Construction Staging Plan.

(b) The Owner covenants and agrees that each MPDU Townhouse Unit constructed shall be comparable in infrastructure, construction quality, and exterior design to market-rate units constructed on the Townhouse Real Property. Interior features and finishes must be durable, of good quality, and consistent with contemporary standards for new housing and comparable in quality to the market-rate units constructed on the Townhouse Real Property.

(c) The Owner covenants and agrees that each MPDU Townhouse Unit constructed shall comply with all applicable local, state, and federal laws, statutes, ordinances, and regulations necessary to permit occupancy of the MPDU Townhouse Unit.

(d) The Owner covenants and agrees that, upon completion of construction and prior to the sale of each MPDU Townhouse Unit, the City Manager or his authorized designee shall have the right to perform on-site inspections during normal business hours after reasonable prior written notice to the Owner in order to confirm compliance with the terms of this Agreement. The Owner shall cooperate with any such inspection.

Section 2.04. Offering of MPDU Townhouse Units.

(a) Offering to the General Public. The Owner covenants and agrees to offer the MPDU Townhouse Units to the general public for sale to Eligible Households in accordance with the MPDU Ordinance and the terms of this Agreement.

(b) Offering Notice. Prior to offering any MPDU Townhouse Unit for sale, the Owner covenants and agrees that it shall provide the DHCD Director with an “**Offering Notice**” that shall include the following information:

- i. The number of MPDU Townhouse Units being offered for sale;
- ii. The bedroom mix of the MPDU Townhouse Units being offered for sale;
- iii. The floor area for each MPDU Townhouse Unit type being offered for sale;
- iv. A description of the amenities offered in each MPDU Townhouse Unit being offered for sale;
- v. A statement of the availability of MPDU Townhouse Units for sale, including information regarding any mortgage financing available to potential buyers;
- vi. The date on which the Owner will be ready to begin marketing the MPDU Townhouse Units listed in the Offering Notice to Eligible Households;

- vii. A vicinity map of the area where the MPDU Townhouse Units that will be offered are located; and
- viii. A fully executed copy of the approved development, subdivision or site plan, as applicable, for the Rockshire Project, and such information or documents as the DHCD Director may require.

(c) Acceptance of Offering Notice. In accordance with the MPDU Ordinance, upon acceptance by the DHCD Director of a complete Offering Notice, the DHCD Director shall:

- i. notify the Housing Agency that it has an option to purchase up to 33 and 1/3% of the MPDU Townhouse Units listed in the Offering Notice (In order to exercise its option, the Housing Agency must submit to the Owner, within twenty-one (21) calendar days of receipt of the notification from the DHCD Director, a notice of intent to exercise its option to purchase specific MPDU Townhouse Units); and

- ii. notify the Owner (A) as to when the Priority Marketing Period will begin for the available MPDU Townhouse Units listed in the Offering Notice, and (B) as to whether the Owner will be required to offer the available MPDU Townhouse Units listed in the Offering Notice to Eligible Households pursuant to a lottery or by another method that will assure that Eligible Households will have an equitable opportunity to purchase the available MPDU Townhouse Units not otherwise purchased by the Housing Agency.

Section 2.05. Initial Sale of MPDU Townhouse Units.

(a) Sale – Eligible Households on the Priority Eligibility List.

- i. During the ninety (90) day Priority Marketing Period, all of the MPDU Townhouse Units listed in the Offering Notice (excluding those units that the Housing Agency will purchase pursuant to its option) shall be exclusively offered for sale to Eligible Households selected from the Priority Eligibility List, in accordance with DHCD’s notification, marketing, and selection procedures. The Owner shall make a good faith effort to enter into purchase contracts with Eligible Households selected from the Priority Eligibility List during the Priority Marketing Period.

- ii. Notwithstanding subsection (a)i., the Owner shall not offer any MPDU Townhouse Units for sale to an Eligible Household selected from the Priority Eligibility List, unless and until the Owner has first executed and recorded the MPDU Restrictive Covenants among the Land Records.

(b) Sale – Eligible Households on the Eligibility List. If any of the MPDU Townhouse Units listed in the Offering Notice remain unsold after the Priority Marketing Period, then all of the remaining unsold MPDU Townhouse Units listed in the Offering Notice shall be offered for

sale to Eligible Households selected from the Eligibility List, in accordance with DHCD’s notification, marketing, and selection procedures.

(c) Agreement of Sale. A final executed copy of the agreement of sale for each MPDU Townhouse Unit must be delivered to the DHCD Director no later than thirty (30) days prior to settlement. The agreement of sale for each MPDU Townhouse Unit must include a notice provision which fully and completely discloses the resale price restrictions and controls established in this Agreement.

(d) Notification, Marketing, and Selection Procedures. The Owner covenants and agrees to comply with all notification, marketing, and selection procedures established by the DHCD Director in order to assure Eligible Households an equitable opportunity to purchase available MPDU Townhouse Units listed in the Offering Notice.

Section 2.06. Maximum Sale Price Restrictions.

(a) In accordance with the MPDU Ordinance, the Owner covenants and agrees that the MPDU Townhouse Units shall not be sold by the Owner at prices that exceed the initial maximum sale prices established by the Mayor and Council, as listed in Section 2.02(b).

(b) The Owner covenants and agrees that the owners of the MPDU Townhouse Units shall have full access to all amenities provided to owners of the market-rate Townhouse Units, if any, subject to the rules, regulations and conditions governing the use of these facilities for all owners as reasonably established by the Owner, its agent, or a home owners association created for the Rockshire Project (“**HOA**”). For the duration of the MPDU Townhouse Unit Compliance Control Period, each owner of a MPDU Townhouse Unit shall pay no more than fifty percent (50%) of the regular monthly HOA assessment charged to owners of the market-rate Townhouse Units. The fifty percent (50%) cap on regular monthly HOA assessments for each owner of a MPDU Townhouse Unit will not apply to special HOA assessments charged to such owner.

Section 2.07. Buyer Certification.

(a) In accordance with the MPDU Ordinance, every buyer of a MPDU Townhouse Unit shall certify on a certificate prescribed by the City Manager (the “***Certificate of Eligibility***”) that such buyer will be purchasing the MPDU Townhouse Unit under the Mayor and Council of Rockville’s MPDU Homeownership Program for such buyer’s own use, or as the primary residence of the buyer’s family. A copy of each Certificate of Eligibility must be provided to the DHCD Director and must be maintained on file with DHCD.

(b) The Owner covenants and agrees that it shall not sell any MPDU Townhouse Units without first obtaining the buyer’s Certificate of Eligibility.

Section 2.08. Required Deed Language.

(a) The Owner covenants and agrees that each deed from the Owner to the initial purchaser of a MPDU Townhouse Unit shall contain the following language setting forth that the townhouse unit being conveyed is subject to the MPDU Restrictive Covenants, and that all future deeds transferring the MPDU Townhouse Unit being conveyed shall be subject to the MPDU Restrictive Covenants for the duration of the MPDU Townhouse Unit Compliance Control Period:

THIS TOWNHOUSE UNIT IS SUBJECT TO THAT CERTAIN DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR THE MAYOR AND COUNCIL OF ROCKVILLE'S MODERATELY PRICED DWELLING UNIT (MPDU) HOMEOWNERSHIP PROGRAM, RECORDED IN DEED BOOK _____, PAGE _____ AMONG THE MONTGOMERY COUNTY LAND RECORDS. This provision shall run with the property and bind upon the property and shall bind Grantee(s) and each Grantee's, heirs, personal representatives, successors and assigns. All future deeds for this property shall contain this provision.

(b) Intentionally Omitted.

(c) The Owner covenants and agrees that during the Term, the Owner shall submit to the DHCD Director a copy each fully executed purchase agreement and, upon closing of the sale of each MPDU Townhouse Unit, the closing statement and a copy of the recorded deed. Further, the Owner covenants and agrees to provide any additional information reasonably requested by the DHCD Director. The City Manager or his written designee shall have the right to examine and make copies of all books, records or other documents of the Owner which pertain to the MPDU Townhouse Units.

Section 2.09. Intentionally Omitted.

Section 2.10. Term of this Agreement. The Parties hereby declare their express intent that the covenants and restrictions set forth in this Article II shall bind the Owner during the Term. Upon the expiration of the Term (*i.e.*, the closing date of the sale of the last MPDU Townhouse Unit, subject to the terms of this Agreement), the Owner shall have no further obligation under this Article II. Every contract, deed or other instrument hereafter executed covering MPDU Townhouse Units during the Term, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument.

Section 2.11. Restrictive Covenants to Run with the Land. The Owner covenants and agrees to record in the Land Records the MPDU Restrictive Covenants, dated the Effective Date, substantially in the form attached hereto as **Exhibit C**. The Mayor and Council and the Owner hereby declare their express intent that the MPDU Restrictive Covenants shall run with the land and shall bind all successors in title to each of the MPDU Townhouse Units. All deeds to purchasers of the MPDU Townhouse Units shall state that the real property which is encumbered by such deed is subject to the MPDU Restrictive Covenants for the duration of the MPDU

Townhouse Unit Compliance Period as set forth in Section 2.08(a) above. The City Manager (or his authorized designee) shall administer, implement, and enforce the requirements of the MPDU Restrictive Covenants for every MPDU Townhouse Unit. After the initial sale of the MPDU Townhouse Units by the Owner, the Owner shall have no obligation to administer, implement or enforce the MPDU Restrictive Covenants.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE OWNER

The Owner hereby (i) makes the following representations and warranties to the Mayor and Council, as of the Effective Date, (ii) covenant 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 in any material respect, the Owner shall promptly give written notice of such fact or condition to the City Manager or his written designee, and (iii) acknowledge that the Mayor and Council shall rely upon the Owner's representations made herein notwithstanding any investigation made by or on behalf of the Mayor and Council:

Section 3.01. Organization.

(a) Intentionally Omitted.

(b) The Owner is duly organized, validly existing and in good standing under the laws of the State of Delaware, is duly qualified to do business under the laws of the State of Maryland and has the power and authority to own the Townhouse Real Property and carry on its business as now being conducted.

(c) Intentionally Omitted.

Section 3.02. Authority of the Owner. The Owner 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 3.03. 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 Owner, and all actions required under the Owner'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 3.04. Valid Binding Agreements. This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed, and delivered constitute, legal, valid, and binding obligations of the Owner enforceable against the Owner in accordance with their respective terms, subject to laws affecting creditors rights and principles of equity.

Section 3.05. No Breach of Law or Agreement. To the knowledge of the Owner, neither the execution nor delivery of this Agreement nor 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 Owner, or any provision of the organizational documents of the Owner, or will materially conflict with or constitute a material breach of or a material default under any agreement to which the Owner is a Party, or will result in the creation or imposition of any lien upon assets or property of the Owner.

Section 3.06. Pending Proceedings. To the Owner's knowledge, the Owner is not in default in any material respect under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the Owner, threatened against or affecting the Owner or the Townhouse Real Property, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the Owner, materially affect the Owner's obligations under this Agreement.

Section 3.07. Title to Land. At the time of recordation of the MPDU Restrictive Covenants, the Owner shall have good and marketable fee title to the Townhouse Real Property, subject to any ground leases, mortgages, deeds of trusts, easements, rights of way, and other encumbrances, none of which interferes with the use and intended use of Townhouse Real Property or the MPDU Restrictive Covenants.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.01. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Owner and Mayor and Council 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 first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed to:

To the Mayor and Council: Mayor and Council of Rockville
c/o Office of the City Clerk

111 Maryland Avenue
Rockville, Maryland 20850
Attn: Sara Taylor-Ferrell, City Clerk / Director of
Council Operations

With copies to:

Office of the City Attorney
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Cynthia Walters, Acting City Attorney

Office of the City Manager
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Jeff Mihelich, City Manager

Department of Housing and Community Development
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Ryan Trout, Director

**To the Owner:
To the Site Plan Applicant:**

RK Homes Associates LLC
c/o EYA Development LLC
4800 Hampden Lane, Suite 300
Bethesda, Maryland 20814
Attn: Rafael Muniz

With copies to:

Greenstein DeLorme & Luchs PC
801 17th Street, N.W., Suite 1000
Washington, D.C. 20006
Attn: Judith R. Goldman, Esq.

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 third (3rd) 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 4.02. Relationship of Parties. The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the Parties and no relationship of

partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Parties pursuant to this Agreement.

Section 4.03. 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 4.04. Indemnification. The Owner shall indemnify, defend and hold the Mayor and Council and its respective officers, employees, agents, successors and assigns harmless from and against: (a) any and all claims, liabilities and losses whatsoever (together with any expenses directly related thereto, including but not limited to, damages, court costs and reasonable attorneys' fees) occurring to or resulting from any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, (b) any and all claims, liabilities and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Owner's performance of this Agreement, including but not limited to any such claims, liabilities or losses which occur on the Townhouse Real Property, and (c) such claims, liabilities, or losses which arise out of the renovation, construction and operation of the Townhouse Real Property. "Owner's performance" includes Owner's action or inaction and the action or inaction of the Owner's officers, employees, agents, contractors, and subcontractors. This indemnification and hold harmless obligation shall not extend to any claim arising solely out of the gross negligence or willful misconduct of the Mayor and Council and its respective employees and agents. The provision of this Section 4.04 shall survive the expiration of the MPDU Townhouse Unit Compliance Control Period.

Section 4.05. Non-Liability of Officials, Employees and Agents. No member of the Mayor and Council or any of its respective officers, employees, successors or agents shall be personally liable to the Owner in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Owner or its respective successors or assigns or on any obligation under the terms of this Agreement.

Section 4.06. 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 4.07. Parties Bound. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land shall bind the Owner and its respective successors and assigns for the entire Term, and the benefit hereof shall inure to the benefit of the Mayor and Council and its successors and assigns.

Section 4.08. 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 4.09. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland. The Parties consent to the jurisdiction and venue of the Circuit Court for Montgomery County, Maryland.

Section 4.10. Liability of the Mayor and Council. The Mayor and Council, by the acceptance and performance of this Agreement does not assume any liability (other than to the Owner pursuant to the terms hereof), and the Owner hereby releases the Mayor and Council and any of its individual agents or employees from any such liability, and no claim shall be made by the Owner upon the Mayor and Council or such employees or agents for or on account of any matter or thing.

Section 4.11. Exhibits. All Exhibits referred to in this Agreement are by such references fully incorporated herein.

Section 4.12. 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 with respect to the Rockville Affordable Housing Contribution Requirement. 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 4.13. Time of the Essence. Time is of the essence in the performance of this Agreement.

Section 4.14. Language Construction. The language of each and all paragraphs, terms and/or provisions of this Agreement, shall in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any Party and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

Section 4.15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be original, and such counterparts shall constitute one and the same instrument.

Section 4.16. 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 City of Rockville's elected and appointed officials, officers, and employees.

Section 4.17. Violation. Any breach, default, or violation of or under this Agreement by the Owner that is not cured within a reasonable period of time after written notice by the City Manager shall also be considered a violation of the MPDU Ordinance.

(Signature pages to follow)

DRAFT

IN WITNESS WHEREOF, the Mayor and Council and the Owner have each executed, or caused to be duly executed, this Moderately Priced Dwelling Units Program Agreement – For Sale Units 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

Cynthia Walters, Acting City Attorney

By: _____
Jeff Mihelich, City Manager

ATTEST

By: _____
Sara Taylor-Ferrell, City Clerk / Director of
Council Operations

OWNER

RK HOMES ASSOCIATES LLC, a Delaware limited liability company.

By: RK Manager LLC, a Delaware limited liability company,
Manager

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ___ day of _____ 2026, before me, personally appeared _____, who acknowledged [himself/herself] to be the _____ of RK Manager LLC, a Delaware limited liability company, Manager of RK Homes Associates LLC, a Delaware limited liability company and named as Owner in the above instrument, and that [he/she], as _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of RK Homes Associates LLC, a Delaware limited liability company by [him/her] as the _____ of said RK Manager LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

SITE PLAN APPLICANT

EYA DEVELOPMENT LLC, a Maryland limited liability company.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ___ day of _____ 2026, before me, personally appeared _____, who acknowledged [himself/herself] to be the _____ of EYA Development LLC, a Maryland limited liability company named as the Site Plan Applicant in the above instrument, and that [he/she], as _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of EYA Development LLC, a Maryland limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

Exhibit A
LEGAL DESCRIPTION OF
TOWNHOUSE REAL PROPERTY

Legal Description

All those lots or parcels of land, together with the improvements thereon and appurtenances thereunto belonging, lying, situate and being in the City of Rockville, Montgomery County, Maryland, being more particularly described as follows:

Lots numbered 28, 29, 34 and 35, Block A, as shown on “Subdivision Plat, Rockshire Village, Lots 19 -37, Parcels E-I, Block A, and Street Dedication of Rockshire Place”, as per plat recorded among the Land Records of Montgomery County, Maryland as Plat numbered 26245.

Lots numbered 16, 17, 21, 22 and 23, Block B, as shown on “Subdivision Plat, Rockshire Village, Lots 14-24, Parcels E-H, Block B”, as per plat recorded among the Land Records of Montgomery County, Maryland as Plat numbered 26246.

NOTE FOR INFORMATIONAL PURPOSES ONLY:

Address	Lot	Block	Tax ID Number
2440 Rockshire Place	28	A	04-03905828
2442 Rockshire Place	29	A	04-03905830
2427 Rockshire Place	16	B	04-03905998
2429 Rockshire Place	17	B	04-03906003
2437 Rockshire Place	21	B	04-03906047
2439 Rockshire Place	22	B	04-03906048
2441 Rockshire Place	23	B	04-03906060
2414 Rockshire Place	34	A	04-03905885
2412 Rockshire Place	35	A	04-03905896

(End of Exhibit A)

Exhibit B
INTENTIONALLY OMITTED

Intentionally Omitted

(End of Exhibit B)

Exhibit C
FORM OF MPDU RESTRICTIVE COVENANTS

(See Attached)

(End of Exhibit C)

Exhibit C

Tax Identification Numbers: 04-3905828, 04-03905830, 04-03905998, 04-03906003, 04-03906047, 04-03906048, 04-03906060, 04-03905885, 04-03905896

AFTER RECORDING RETURN TO:

Office of the Rockville City Attorney
111 Maryland Avenue, 3rd Floor
Rockville, Maryland 20850
Attn: Cynthia Walters, Acting City Attorney

(For Recorder's Use)

DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS
For
The Mayor and Council of Rockville's
Moderately Priced Dwelling Unit (MPDU) Homeownership Program

THIS DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR THE MAYOR AND COUNCIL OF ROCKVILLE'S MODERATELY PRICED DWELLING UNIT (MPDU) HOMEOWNERSHIP PROGRAM (this "**Declaration**") is made this _____ day of _____ 2026 (the "**Effective Date**"), by **RK HOMES ASSOCIATES LLC**, a Delaware limited liability company qualified to conduct business in the State of Maryland, having a principal address at 4800 Hampden Lane, Suite 300, Bethesda, Maryland 20814 (the "**Declarant**"), in order to comply with Chapter 13.5 of the Rockville City Code (the "**MPDU Ordinance**") and the associated City of Rockville, Maryland Moderately Priced Housing Regulations (the "**MPDU Regulations**").

RECITALS

WHEREAS, the Declarant is the fee owner of a portion of those certain parcel(s) of land located in the City of Rockville, Maryland, as more particularly described in that certain Special Warranty Deed dated July 15, 2025 and recorded in Book 69458 at page 493 among the Land Records of Montgomery County, Maryland, and in **Exhibit A**, which land owned by the Declarant is part of a development in the City of Rockville (the "**Rockshire Land**") consisting of, among other things, thirty-one (31) lots on which 31 single-family detached dwelling units and twenty-nine (29) single-family attached dwelling units (townhouses), and up to 5,200 square feet of commercial and office use, a neighborhood park and associated amenities and infrastructure (the "**Rockshire Project**") on an area consisting of approximately 7.32 acres of land located at 2401 Wootton Parkway in the City of Rockville; and

WHEREAS, on October 23, 2024, the Planning Commission for the City of Rockville approved Level 2 Site Plan Application STP 2024-00493 ("**STP #2024-00493**"), permitting, subject to certain conditions of approval, the development of, among other things, the Rockshire Project; and

WHEREAS, in accordance with the MPDU Ordinance, a minimum of nine (9) single-family attached townhouse units developed and constructed in the Rockshire Project are required to be designated as Moderately Priced Dwelling Units (“**MPDUs**”) that must be reserved for sale to and occupancy by Eligible Households; and

WHEREAS, the Declarant was formed and organized as a Delaware limited liability company for the purpose of, among other things, developing, financing, constructing, owning and selling the residential portion of the Rockshire Project (the "**Rockshire Residential Land**") consisting of thirty-one (31) lots on which 31 single-family detached dwelling units ("**Single-Family Detached Units**") and twenty-nine (29) lots on which 29 single-family attached dwelling units (townhouses) ("**Townhouse Units**"), including nine (9) lots on which 9 single-family attached dwelling units (townhouses) which are to be MPDUs are to be constructed (the "**MPDU Townhouse Lots**"), as well as common area parcels (the "**Rockshire Residential Development**"); and

WHEREAS, in order to comply with the MPDU Ordinance, the Declarant has agreed to designate, construct, administer, and offer for sale nine (9) single-family detached townhouse dwelling units to be constructed on the MPDU Townhouse Lots as Moderately Priced Dwelling Units, listed in Section 1 below (the “**MPDU Townhouse Units**”), that will be reserved and designated for purchase and occupancy by Eligible Households pursuant to the terms and conditions of this Declaration, and Article II of that certain Moderately Priced Dwelling Unit Program Agreement -For Sale Units (Rockshire), by and among the Declarant, EYA Development LLC, and The Mayor and Council of Rockville, a body corporate and politic and municipal corporation of the State of Maryland (the “**Mayor and Council**”), dated as of the date of this Declaration (the “**MPDU Program Agreement**”); and

WHEREAS, the Declarant shall by this Declaration impose upon each MPDU Townhouse Lot and MPDU Townhouse Unit listed herein certain restrictive covenants, conditions and requirements for the benefit of the Mayor and Council and Eligible Households who desire to reside in the City of Rockville, Maryland and purchase available MPDU Townhouse Units in the Rockshire Residential Development; and

WHEREAS, the Declarant is required to record this Declaration among the Land Records of Montgomery County, Maryland in order to provide notice that the MPDU Townhouse Lots and the MPDU Townhouse Units constructed thereon are subject to the restrictive covenants, conditions and requirements set forth below to maintain the long-term affordability of the MPDU Townhouse Units for the duration of the MPDU Townhouse Unit Compliance Control Period; and

WHEREAS the Declarant has agreed to execute all necessary documents in order to evidence compliance with the MPDU Ordinance, which this Declaration is intended to evidence, as more particularly set forth below; and

WHEREAS, all capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the MPDU Program Agreement.

NOW, THEREFORE, the Declarant hereby declares that the MPDU Townhouse Lots and each of the MPDU Townhouse Units constructed thereon shall be held, transferred, conveyed, and sold subject to the following restrictive covenants, conditions and requirements which are for the purpose of offering for sale moderately priced dwelling units to Eligible Households for the duration of the MPDU Townhouse Unit Compliance Control Period, as further described herein, and such restrictive covenants, conditions and requirements shall run with the MPDU Townhouse Lots submitted to this Declaration and each MPDU Townhouse Unit constructed thereon and shall be binding on all parties having any right, title, or interest in the MPDU Townhouse Lots and each MPDU Townhouse Unit constructed thereon, their respective heirs, successors, successors-in-title and assigns.

DECLARATIONS

1. **Designation of Moderately Priced Dwelling Units.** In compliance with the MPDU Ordinance, the Declarant covenants, declares, and agrees to designate the following MPDU Townhouse Units to be constructed on the MPDU Townhouse Lots as Moderately Priced Dwelling Units, solely for sale to and occupancy by Eligible Households during the MPDU Townhouse Unit Compliance Control Period, in accordance with the terms of this Declaration and Article II of the MPDU Program Agreement:

Address	Tax ID Number	Initial Maximum Sale Price
2440 Rockshire Place	04-03905828	\$380,200.00
2442 Rockshire Place	04-03905830	\$380,200.00
2427 Rockshire Place	04-03905998	\$380,200.00
2429 Rockshire Place	04-03906003	\$380,200.00
2437 Rockshire Place	04-03906047	\$380,200.00
2439 Rockshire Place	04-03906048	\$380,200.00
2441 Rockshire Place	04-03906060	\$380,200.00
2414 Rockshire Place	04-03905885	\$285,00.00
2412 Rockshire Place	04-03905896	\$237,500.00

2. **Initial MPDU Sale Price Restrictions.**

- (a) In accordance with the MPDU Ordinance, the Declarant covenants, declares, and agrees that the initial sale price for each of the MPDU Townhouse Unit shall not exceed the initial maximum sale price established by the Mayor and Council, as listed in Section 1 above. The initial maximum sale price shall include closing costs and brokerage fees (if any).

- (b) The Declarant covenants and agrees that the owners of the MPDU Townhouse Units shall have full access to all amenities provided to owners of the market-rate Townhouse Units, if any, subject to the rules, regulations and conditions governing the use of these facilities for all owners as reasonably established by the Declarant, its agent, or a homeowners association created for the Rockshire Residential Development (“HOA”). For the duration of the MPDU Townhouse Unit Compliance Control Period, each owner of an MPDU Townhouse Unit shall pay no more than fifty percent (50%) of the regular monthly HOA assessment charged to owners of the market-rate Townhouse Units within the Rockshire Residential Development. The fifty percent (50%) cap on regular monthly HOA assessments for each owner of an MPDU Townhouse Unit will not apply to special HOA assessments charged to such owner.

3. Initial Sale of MPDUs.

- (a) Offering to the General Public. The Declarant covenants, declares, and agrees to offer each of the MPDU Townhouse Units for sale to an Eligible Household purchaser pursuant to the MPDU Ordinance and the terms of the MPDU Program Agreement.
- (b) Notice must be included in any agreement of sale which fully and completely discloses the resale price restrictions and controls established in this Declaration. A copy of the agreement signed by all parties shall be delivered to the DHCD Director no later than thirty (30) days prior to settlement.
- (c) The deed from Declarant to the initial purchaser of each MPDU Townhouse Unit shall contain the following language setting forth that the townhouse unit is subject, for the duration of the MPDU Townhouse Unit Compliance Control Period, to this Declaration, and that all future deeds transferring the MPDU Townhouse Unit shall be subject to this Declaration.

THIS TOWNHOUSE UNIT IS SUBJECT TO THAT CERTAIN DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR THE MAYOR AND COUNCIL OF ROCKVILLE’S MODERATELY PRICED DWELLING UNIT (MPDU) HOMEOWNERSHIP PROGRAM, RECORDED IN DEED BOOK _____, PAGE _____ AMONG THE MONTGOMERY COUNTY LAND RECORDS. This provision shall run with the property and bind upon the property and shall bind Grantee(s) and each Grantee’s, heirs, personal representatives, successors and assigns. All future deeds for this property shall contain this provision.

- (d) Notwithstanding anything herein to the contrary, failure to comply with the terms of this Section 3 shall not in any way diminish or invalidate this Declaration as to any MPDU Townhouse Unit.

4. **Subsequent MPDU Sale Price Restrictions.** In accordance with the MPDU Ordinance, during the MPDU Townhouse Unit Compliance Control Period, and subject to the foreclosure regulations set forth in Section 13.5-9(e) of the MPDU Ordinance, the MPDU Townhouse Units shall not be resold or refinanced by either the initial purchasers of the MPDU Townhouse Units or any subsequent purchasers (each referred to herein as an “Owner”) for a price greater than the original selling price for the applicable MPDU Townhouse Unit, plus: (a) a percentage of the applicable MPDU Townhouse Unit’s original selling price equal to the increase in the cost of living, as determined by the consumer price index, (b) an allowance for improvements made to the applicable MPDU Townhouse Unit by the selling Owner, not to exceed ten percent (10%) of the selling price calculated in accordance with subsection (a) of this Section 4, (c) an allowance for closing costs which were not paid by the Declarant, but which was paid by the initial buyer of the applicable MPDU Townhouse Unit, for the benefit of the subsequent buyer of the applicable MPDU Townhouse Unit, and (d) a reasonable sales commission if the applicable MPDU Townhouse Unit is not sold within sixty (60) days to an Eligible Households from the Eligibility List (the “MPDU Resale Price”).
5. **Subsequent Sale of MPDUs – During the MPDU Townhouse Unit Compliance Control Period.**
- (a) **Notification Requirements.** An Owner shall immediately notify the DHCD Director in the event such Owner wants to offer his or her MPDU Townhouse Unit for resale during the MPDU Townhouse Unit Compliance Control Period.
- (b) **Offering.** Each MPDU Townhouse Unit that is offered for resale during the MPDU Townhouse Unit Compliance Control Period must be offered as follows:
- i. *Housing Agency.* The MPDU Townhouse Unit shall first be exclusively offered for resale to the Housing Agency. The DHCD Director shall notify the Housing Agency of any MPDU Townhouse Unit that will be offered for resale. Upon receipt of such notice, the Housing Agency will have twenty-one (21) days to indicate to the selling Owner of its interest in acquiring the MPDU Townhouse Unit.
 - ii. *Eligible Households on the Eligibility List.* If the Housing Agency does not exercise its right to purchase the MPDU Townhouse Unit being offered for resale within the timeframes set forth in the MPDU Ordinance, the MPDU Townhouse Unit shall next be exclusively offered for resale to Eligible Households who are on the Eligibility List for forty-five (45) days.
 - iii. *General Public.* If an Eligible Household from the Eligibility List does not exercise its right to purchase the MPDU Townhouse Unit being offered for resale within the forty-five (45) day period, the selling Owner may then offer the MPDU Townhouse Unit to Eligible Households from the general

public. No later than thirty (30) days prior to settlement of any resale to an Eligible Household from the general public, the selling Owner shall deliver to the DHCD Director written proof of buyer's eligibility, which shall be satisfactory to the DHCD Director.

- iv. *Market Rate Sale.* If the MPDU Townhouse Unit remains unsold 180 days after the unit is offered for resale to the general public, then the City Manager may permit the selling Owner to sell the MPDU Townhouse Unit at a price in excess of the MPDU Resale Price (the "**Market Rate Price**"). If the MPDU Townhouse Unit is sold at the Market Rate Price, the selling Owner must pay to the Mayor and Council all sales proceeds in excess of the MPDU Resale Price. Once the sales proceeds are paid to the Mayor and Council for deposit into its Moderately Priced Housing Fund, the Mayor and Council will release this Declaration from the applicable MPDU Townhouse Unit.
- (c) Notice must be included in any agreement of sale for a MPDU Townhouse Unit which fully and completely discloses the resale price restrictions and controls established in this Declaration. A copy of the agreement of sale signed by all parties shall be delivered to the DHCD Director no later than thirty (30) days prior to settlement.
- (d) Intentionally Omitted.
- (e) No transfer or conveyance of any MPDU Townhouse Unit shall occur without the written consent of the City Manager, or his authorized designee, as evidenced by the City Manager's or authorized designee's signature on the deed. Additionally, the deed from an Owner to a subsequent purchaser of each MPDU Townhouse Unit shall contain the following language setting forth that the townhouse unit is subject, for the remaining duration of the MPDU Townhouse Unit Compliance Control Period, to this Declaration, and that all future deeds transferring the MPDU Townhouse Unit shall be subject to this Declaration.

THIS TOWNHOUSE UNIT IS SUBJECT TO THAT CERTAIN DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR THE MAYOR AND COUNCIL OF ROCKVILLE'S MODERATELY PRICED DWELLING UNIT (MPDU) HOMEOWNERSHIP PROGRAM, RECORDED IN DEED BOOK _____, PAGE _____ AMONG THE MONTGOMERY COUNTY LAND RECORDS. This provision shall run with the property and bind upon the property and shall bind Grantee(s) and each Grantee's, heirs, personal representatives, successors and assigns. All future deeds for this property shall contain this provision.

- (f) Failure to comply with the terms of this Section 5 shall not in any way diminish or invalidate this Declaration as to any MPDU Townhouse Unit.

6. **Subsequent Sale of MPDUs – Post MPDU Townhouse Unit Compliance Control Period.**

- (a) If a MPDU Townhouse Unit is sold or resold following the expiration of the MPDU Townhouse Unit Compliance Control Period, the price and resale restrictions set forth in Section 5 above shall not apply. However, for the first sale of each MPDU Townhouse Unit following the expiration of the MPDU Townhouse Unit Compliance Control Period, the selling Owner shall pay to the Mayor and Council, for deposit into its Moderately Priced Housing Fund, one-half (1/2) of the excess of the total resale price over the sum of the following: (i) the original selling price, (ii) a percentage of the MPDU Townhouse Unit's original selling price equal to the increase in the cost of living as determined by the consumer price index, (iii) an allowance for improvements made to the MPDU Townhouse Unit not to exceed ten percent (10%) of the selling price calculated in accordance with subsection (a)(ii) of this Section 6, and (iv) a reasonable sales commission. The City Manager shall adjust the amount paid into the Moderately Priced Housing Fund so that the selling Owner retains at least \$10,000 of the excess of the resale price over the sum of the items in (i) through (iv).
- (b) When the City Manager determines that the price and terms of the sale or resale of the MPDU Townhouse Unit covered by Section 6(a) have been met, and the Mayor and Council receives the amount due, the Mayor and Council will release this Declaration from the applicable MPDU Townhouse Unit.

7. **Principal Residence Requirement.**

- (a) Subject to Section 13.5-8(a)(6) of the MPDU Ordinance, Owners of MPDU Townhouse Units (i) shall occupy the MPDU Townhouse Unit subject to this Declaration as his/her principal residence, and (ii) shall not lease, sublease, rent or otherwise accept compensation for use of the MPDU Townhouse Unit premises or any portion thereof. In the event of any violation of this provision, Owner shall be liable to the Mayor and Council for 150% of the compensation collected by such Owner for the period the lessee (or sublessee) is in violation, in addition to any other remedies to which the Mayor and Council is entitled in law or equity.
- (b) Owner further agrees to submit to the DHCD Director annually a notarized affidavit executed by Owner on the anniversary date of initial settlement certifying Owner's continuing occupancy of the MPDU Townhouse Unit as the purchaser's primary residence.

8. **Obligation to Maintain.** Declarant and each successor Owner of a MPDU Townhouse Unit is obligated during its ownership of the MPDU Townhouse Unit to keep and maintain the MPDU Townhouse Unit in good order, repair, and condition.

9. **Financing.** This Declaration shall be superior to all instruments securing financing with respect to each MPDU Townhouse Unit, and this Declaration shall be binding upon all assignees, mortgagees, purchasers and other successors in interest, except that, subject to Section 13.5-9(e) of the MPDU Ordinance, this Declaration may be released in the event of foreclosure by lending institution holding a first priority purchase money deed of trust on the MPDU Townhouse Unit.
10. **Non-Discrimination.**
- (a) The Declarant shall not, in the offering for sale of MPDU Townhouse Units, discriminate against any person on the grounds of Race, National Origin, Color, Marital Status, Sex, Religion, Age/Elderliness, Disability (physical or mental), Sexual Orientation, or Familial Status (being pregnant or having children under age 18), or discriminate in violation of any applicable law or regulation. The Declarant shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations.
- (b) The Declarant agrees not to discriminate against prospective Owners on the basis that they receive or are eligible to receive housing assistance under any Federal, State, or local housing assistance program.
11. **Administration of Declaration.**
- (a) Declarant, for itself and its heirs, assigns and successors, hereby irrevocably assigns, transfers, and conveys unto the Mayor and Council and its designees all of its rights, title, interest or obligation to enforce and maintain in full force and effect the terms and conditions, and requirements of this Declaration.
- (b) The Mayor and Council and its designee shall monitor and evaluate and the Owners' efforts in performing the Owners' obligations under this Declaration, and each Owner agrees to cooperate fully with the Mayor and Council's monitoring and administration efforts. Each Owner shall submit to the Mayor and Council or its designee any documents or information that may be reasonably required by the Mayor and Council from time to time.
12. **Default; Enforcement.** In the event that the Declarant defaults in the performance of any of the covenants or its obligations under this Declaration, the Mayor and Council may, after providing notice of such default to the Declarant and a reasonable period within which Declarant may cure such default, at its option, pursue any one or more of the remedies provided by the MPDU Program Agreement, at law or in equity, including but not limited to the right to apply to any court of competent jurisdiction within the State of Maryland to enforce specific performance by the Declarant of its obligations hereunder or to obtain an injunction against any violations hereof, or to obtain any other such relief as may be appropriate.

13. **Waiver; Forbearance.** The Mayor and Council shall have the right to waive at its option any of the rights granted to it hereunder to enforce the terms hereof, provided that the Mayor and Council's election not to pursue any particular remedy in the event of a default hereunder shall not be construed to preclude or be a waiver of the Mayor and Council's right to pursue any of the other remedies with respect to the violation for which such remedy was pursued or with respect to any other violation prior or subsequent thereto. In addition, any forbearance by the Mayor and Council in exercising any of its rights hereunder shall not constitute a waiver or preclude the exercise of such rights.
14. **Estoppels.** From time to time upon the written request of the Declarant, the City Manager shall provide to any purchasers of a MPDU Townhouse Unit or any lender making a loan secured by the MPDU Townhouse Unit an estoppel certificate confirming the provisions of the Declaration; certifying, to the best of the City Manager's knowledge, that the Declarant remains in full force and effect; and specifying whether any default(s) exist under any of the provisions of the Declaration.
15. **Amendment.** This Declaration may be amended only by written agreement by and between the Declarant and the Mayor and Council.
16. **Governing Law.** This Declaration shall be governed by the laws of the State of Maryland.
17. **Severability.** The invalidity of any clause, part, or provision of this Declaration shall not affect the validity of the remaining portions hereof.
18. **Covenants Run with the Land.** The covenants set forth herein shall be deemed covenants running with the land and shall be an encumbrance on each of the MPDU Townhouse Units for the duration of the MPDU Townhouse Unit Compliance Control Period. Such covenants shall be binding upon the Declarant and its successors and assigns, including any successors in title to each of the MPDU Townhouse Units.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the date first above written.

DECLARANT

RK HOMES ASSOCIATES LLC, a Delaware limited liability company.

By: RK Manager LLC, a Delaware limited liability company, Manager

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of _____ 2026, before me, personally appeared _____, who acknowledged [himself/herself] to be the _____ of RK Manager LLC, a Delaware limited liability company, Manager of RK Homes Associates LLC, a Delaware limited liability company and named as Owner in the above instrument, and that [he/she], as _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of RK Homes Associates LLC, a Delaware limited liability company by [him/her] as the _____ of said RK Manager LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

ACKNOWLEDGED AND AGREED TO:

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

By: _____
Jeff Mihelich, City Manager

Approved as to form:

By: _____
Cynthia Walters, Acting City Attorney

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ___ day of _____, 2026, before me, personally appeared Jeff Mihelich, who acknowledged himself to be the Acting City Manager of The Mayor and Council of Rockville and that he, as Acting City Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The Mayor and Council of Rockville by him as the Acting City Manager of The Mayor and Council of Rockville.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

Exhibit A

Legal Description

All those lots or parcels of land, together with the improvements thereon and appurtenances thereunto belonging, lying, situate and being in the City of Rockville, Montgomery County, Maryland, being more particularly described as follows:

Lots numbered 28, 29, 34 and 35, Block A, as shown on “Subdivision Plat, Rockshire Village, Lots 19 -37, Parcels E-I, Block A, and Street Dedication of Rockshire Place”, as per plat recorded among the Land Records of Montgomery County, Maryland as Plat numbered 26245.

Lots numbered 16, 17, 21, 22 and 23, Block B, as shown on “Subdivision Plat, Rockshire Village, Lots 14-24, Parcels E-H, Block B”, as per plat recorded among the Land Records of Montgomery County, Maryland as Plat numbered 26246.

NOTE FOR INFORMATIONAL PURPOSES ONLY:

Address	Lot	Block	Tax ID Number
2440 Rockshire Place	28	A	04-03905828
2442 Rockshire Place	29	A	04-03905830
2427 Rockshire Place	16	B	04-03905998
2429 Rockshire Place	17	B	04-03906003
2437 Rockshire Place	21	B	04-03906047
2439 Rockshire Place	22	B	04-03906048
2441 Rockshire Place	23	B	04-03906060
2414 Rockshire Place	34	A	04-03905885
2412 Rockshire Place	35	A	04-03905896

(End of Exhibit A)

Exhibit D
CONSTRUCTION STAGING PLAN

(See Attached)

(End of Exhibit D)

Tax Identification Numbers: 04-3905828, 04-03905830, 04-03905998, 04-03906003, 04-03906047, 04-03906048, 04-03906060, 04-03905885, 04-03905896

AFTER RECORDING RETURN TO:

Office of the Rockville City Attorney
111 Maryland Avenue, 3rd Floor
Rockville, Maryland 20850
Attn: Cynthia Walters, Acting City Attorney

(For Recorder's Use)

DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS
For
The Mayor and Council of Rockville's
Moderately Priced Dwelling Unit (MPDU) Homeownership Program

THIS DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR THE MAYOR AND COUNCIL OF ROCKVILLE'S MODERATELY PRICED DWELLING UNIT (MPDU) HOMEOWNERSHIP PROGRAM (this "**Declaration**") is made this _____ day of _____ 2026 (the "**Effective Date**"), by **RK HOMES ASSOCIATES LLC**, a Delaware limited liability company qualified to conduct business in the State of Maryland, having a principal address at 4800 Hampden Lane, Suite 300, Bethesda, Maryland 20814 (the "**Declarant**"), in order to comply with Chapter 13.5 of the Rockville City Code (the "**MPDU Ordinance**") and the associated City of Rockville, Maryland Moderately Priced Housing Regulations (the "**MPDU Regulations**").

RECITALS

WHEREAS, the Declarant is the fee owner of a portion of those certain parcel(s) of land located in the City of Rockville, Maryland, as more particularly described in that certain Special Warranty Deed dated July 15, 2025 and recorded in Book 69458 at page 493 among the Land Records of Montgomery County, Maryland, and in **Exhibit A**, which land owned by the Declarant is part of a development in the City of Rockville (the "**Rockshire Land**") consisting of, among other things, thirty-one (31) lots on which 31 single-family detached dwelling units and twenty-nine (29) single-family attached dwelling units (townhouses), and up to 5,200 square feet of commercial and office use, a neighborhood park and associated amenities and infrastructure (the "**Rockshire Project**") on an area consisting of approximately 7.32 acres of land located at 2401 Wootton Parkway in the City of Rockville; and

WHEREAS, on October 23, 2024, the Planning Commission for the City of Rockville approved Level 2 Site Plan Application STP 2024-00493 ("**STP #2024-00493**"), permitting, subject to certain conditions of approval, the development of, among other things, the Rockshire Project; and

WHEREAS, in accordance with the MPDU Ordinance, a minimum of nine (9) single-family attached townhouse units developed and constructed in the Rockshire Project are required to be designated as Moderately Priced Dwelling Units (“**MPDUs**”) that must be reserved for sale to and occupancy by Eligible Households; and

WHEREAS, the Declarant was formed and organized as a Delaware limited liability company for the purpose of, among other things, developing, financing, constructing, owning and selling the residential portion of the Rockshire Project (the "**Rockshire Residential Land**") consisting of thirty-one (31) lots on which 31 single-family detached dwelling units ("**Single-Family Detached Units**") and twenty-nine (29) lots on which 29 single-family attached dwelling units (townhouses) ("**Townhouse Units**"), including nine (9) lots on which 9 single-family attached dwelling units (townhouses) which are to be MPDUs are to be constructed (the "**MPDU Townhouse Lots**"), as well as common area parcels (the "**Rockshire Residential Development**"); and

WHEREAS, in order to comply with the MPDU Ordinance, the Declarant has agreed to designate, construct, administer, and offer for sale nine (9) single-family detached townhouse dwelling units to be constructed on the MPDU Townhouse Lots as Moderately Priced Dwelling Units, listed in Section 1 below (the “**MPDU Townhouse Units**”), that will be reserved and designated for purchase and occupancy by Eligible Households pursuant to the terms and conditions of this Declaration, and Article II of that certain Moderately Priced Dwelling Unit Program Agreement -For Sale Units (Rockshire), by and among the Declarant, EYA Development LLC, and The Mayor and Council of Rockville, a body corporate and politic and municipal corporation of the State of Maryland (the “**Mayor and Council**”), dated as of the date of this Declaration (the “**MPDU Program Agreement**”); and

WHEREAS, the Declarant shall by this Declaration impose upon each MPDU Townhouse Lot and MPDU Townhouse Unit listed herein certain restrictive covenants, conditions and requirements for the benefit of the Mayor and Council and Eligible Households who desire to reside in the City of Rockville, Maryland and purchase available MPDU Townhouse Units in the Rockshire Residential Development; and

WHEREAS, the Declarant is required to record this Declaration among the Land Records of Montgomery County, Maryland in order to provide notice that the MPDU Townhouse Lots and the MPDU Townhouse Units constructed thereon are subject to the restrictive covenants, conditions and requirements set forth below to maintain the long-term affordability of the MPDU Townhouse Units for the duration of the MPDU Townhouse Unit Compliance Control Period; and

WHEREAS the Declarant has agreed to execute all necessary documents in order to evidence compliance with the MPDU Ordinance, which this Declaration is intended to evidence, as more particularly set forth below; and

WHEREAS, all capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the MPDU Program Agreement.

NOW, THEREFORE, the Declarant hereby declares that the MPDU Townhouse Lots and each of the MPDU Townhouse Units constructed thereon shall be held, transferred, conveyed, and sold subject to the following restrictive covenants, conditions and requirements which are for the purpose of offering for sale moderately priced dwelling units to Eligible Households for the duration of the MPDU Townhouse Unit Compliance Control Period, as further described herein, and such restrictive covenants, conditions and requirements shall run with the MPDU Townhouse Lots submitted to this Declaration and each MPDU Townhouse Unit constructed thereon and shall be binding on all parties having any right, title, or interest in the MPDU Townhouse Lots and each MPDU Townhouse Unit constructed thereon, their respective heirs, successors, successors-in-title and assigns.

DECLARATIONS

1. **Designation of Moderately Priced Dwelling Units.** In compliance with the MPDU Ordinance, the Declarant covenants, declares, and agrees to designate the following MPDU Townhouse Units to be constructed on the MPDU Townhouse Lots as Moderately Priced Dwelling Units, solely for sale to and occupancy by Eligible Households during the MPDU Townhouse Unit Compliance Control Period, in accordance with the terms of this Declaration and Article II of the MPDU Program Agreement:

Address	Tax ID Number	Initial Maximum Sale Price
2440 Rockshire Place	04-03905828	\$380,200.00
2442 Rockshire Place	04-03905830	\$380,200.00
2427 Rockshire Place	04-03905998	\$380,200.00
2429 Rockshire Place	04-03906003	\$380,200.00
2437 Rockshire Place	04-03906047	\$380,200.00
2439 Rockshire Place	04-03906048	\$380,200.00
2441 Rockshire Place	04-03906060	\$380,200.00
2414 Rockshire Place	04-03905885	\$285,00.00
2412 Rockshire Place	04-03905896	\$237,500.00

2. **Initial MPDU Sale Price Restrictions.**

- (a) In accordance with the MPDU Ordinance, the Declarant covenants, declares, and agrees that the initial sale price for each of the MPDU Townhouse Unit shall not exceed the initial maximum sale price established by the Mayor and Council, as listed in Section 1 above. The initial maximum sale price shall include closing costs and brokerage fees (if any).

- (b) The Declarant covenants and agrees that the owners of the MPDU Townhouse Units shall have full access to all amenities provided to owners of the market-rate Townhouse Units, if any, subject to the rules, regulations and conditions governing the use of these facilities for all owners as reasonably established by the Declarant, its agent, or a homeowners association created for the Rockshire Residential Development (“HOA”). For the duration of the MPDU Townhouse Unit Compliance Control Period, each owner of an MPDU Townhouse Unit shall pay no more than fifty percent (50%) of the regular monthly HOA assessment charged to owners of the market-rate Townhouse Units within the Rockshire Residential Development. The fifty percent (50%) cap on regular monthly HOA assessments for each owner of an MPDU Townhouse Unit will not apply to special HOA assessments charged to such owner.

3. Initial Sale of MPDUs.

- (a) Offering to the General Public. The Declarant covenants, declares, and agrees to offer each of the MPDU Townhouse Units for sale to an Eligible Household purchaser pursuant to the MPDU Ordinance and the terms of the MPDU Program Agreement.
- (b) Notice must be included in any agreement of sale which fully and completely discloses the resale price restrictions and controls established in this Declaration. A copy of the agreement signed by all parties shall be delivered to the DHCD Director no later than thirty (30) days prior to settlement.
- (c) The deed from Declarant to the initial purchaser of each MPDU Townhouse Unit shall contain the following language setting forth that the townhouse unit is subject, for the duration of the MPDU Townhouse Unit Compliance Control Period, to this Declaration, and that all future deeds transferring the MPDU Townhouse Unit shall be subject to this Declaration.

THIS TOWNHOUSE UNIT IS SUBJECT TO THAT CERTAIN DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR THE MAYOR AND COUNCIL OF ROCKVILLE’S MODERATELY PRICED DWELLING UNIT (MPDU) HOMEOWNERSHIP PROGRAM, RECORDED IN DEED BOOK _____, PAGE _____ AMONG THE MONTGOMERY COUNTY LAND RECORDS. This provision shall run with the property and bind upon the property and shall bind Grantee(s) and each Grantee’s, heirs, personal representatives, successors and assigns. All future deeds for this property shall contain this provision.

- (d) Notwithstanding anything herein to the contrary, failure to comply with the terms of this Section 3 shall not in any way diminish or invalidate this Declaration as to any MPDU Townhouse Unit.

4. **Subsequent MPDU Sale Price Restrictions.** In accordance with the MPDU Ordinance, during the MPDU Townhouse Unit Compliance Control Period, and subject to the foreclosure regulations set forth in Section 13.5-9(e) of the MPDU Ordinance, the MPDU Townhouse Units shall not be resold or refinanced by either the initial purchasers of the MPDU Townhouse Units or any subsequent purchasers (each referred to herein as an “Owner”) for a price greater than the original selling price for the applicable MPDU Townhouse Unit, plus: (a) a percentage of the applicable MPDU Townhouse Unit’s original selling price equal to the increase in the cost of living, as determined by the consumer price index, (b) an allowance for improvements made to the applicable MPDU Townhouse Unit by the selling Owner, not to exceed ten percent (10%) of the selling price calculated in accordance with subsection (a) of this Section 4, (c) an allowance for closing costs which were not paid by the Declarant, but which was paid by the initial buyer of the applicable MPDU Townhouse Unit, for the benefit of the subsequent buyer of the applicable MPDU Townhouse Unit, and (d) a reasonable sales commission if the applicable MPDU Townhouse Unit is not sold within sixty (60) days to an Eligible Households from the Eligibility List (the “MPDU Resale Price”).
5. **Subsequent Sale of MPDUs – During the MPDU Townhouse Unit Compliance Control Period.**
- (a) **Notification Requirements.** An Owner shall immediately notify the DHCD Director in the event such Owner wants to offer his or her MPDU Townhouse Unit for resale during the MPDU Townhouse Unit Compliance Control Period.
- (b) **Offering.** Each MPDU Townhouse Unit that is offered for resale during the MPDU Townhouse Unit Compliance Control Period must be offered as follows:
- i. *Housing Agency.* The MPDU Townhouse Unit shall first be exclusively offered for resale to the Housing Agency. The DHCD Director shall notify the Housing Agency of any MPDU Townhouse Unit that will be offered for resale. Upon receipt of such notice, the Housing Agency will have twenty-one (21) days to indicate to the selling Owner of its interest in acquiring the MPDU Townhouse Unit.
 - ii. *Eligible Households on the Eligibility List.* If the Housing Agency does not exercise its right to purchase the MPDU Townhouse Unit being offered for resale within the timeframes set forth in the MPDU Ordinance, the MPDU Townhouse Unit shall next be exclusively offered for resale to Eligible Households who are on the Eligibility List for forty-five (45) days.
 - iii. *General Public.* If an Eligible Household from the Eligibility List does not exercise its right to purchase the MPDU Townhouse Unit being offered for resale within the forty-five (45) day period, the selling Owner may then offer the MPDU Townhouse Unit to Eligible Households from the general

public. No later than thirty (30) days prior to settlement of any resale to an Eligible Household from the general public, the selling Owner shall deliver to the DHCD Director written proof of buyer's eligibility, which shall be satisfactory to the DHCD Director.

- iv. *Market Rate Sale.* If the MPDU Townhouse Unit remains unsold 180 days after the unit is offered for resale to the general public, then the City Manager may permit the selling Owner to sell the MPDU Townhouse Unit at a price in excess of the MPDU Resale Price (the "**Market Rate Price**"). If the MPDU Townhouse Unit is sold at the Market Rate Price, the selling Owner must pay to the Mayor and Council all sales proceeds in excess of the MPDU Resale Price. Once the sales proceeds are paid to the Mayor and Council for deposit into its Moderately Priced Housing Fund, the Mayor and Council will release this Declaration from the applicable MPDU Townhouse Unit.
- (c) Notice must be included in any agreement of sale for a MPDU Townhouse Unit which fully and completely discloses the resale price restrictions and controls established in this Declaration. A copy of the agreement of sale signed by all parties shall be delivered to the DHCD Director no later than thirty (30) days prior to settlement.
- (d) Intentionally Omitted.
- (e) No transfer or conveyance of any MPDU Townhouse Unit shall occur without the written consent of the City Manager, or his authorized designee, as evidenced by the City Manager's or authorized designee's signature on the deed. Additionally, the deed from an Owner to a subsequent purchaser of each MPDU Townhouse Unit shall contain the following language setting forth that the townhouse unit is subject, for the remaining duration of the MPDU Townhouse Unit Compliance Control Period, to this Declaration, and that all future deeds transferring the MPDU Townhouse Unit shall be subject to this Declaration.

THIS TOWNHOUSE UNIT IS SUBJECT TO THAT CERTAIN DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR THE MAYOR AND COUNCIL OF ROCKVILLE'S MODERATELY PRICED DWELLING UNIT (MPDU) HOMEOWNERSHIP PROGRAM, RECORDED IN DEED BOOK _____, PAGE _____ AMONG THE MONTGOMERY COUNTY LAND RECORDS. This provision shall run with the property and bind upon the property and shall bind Grantee(s) and each Grantee's, heirs, personal representatives, successors and assigns. All future deeds for this property shall contain this provision.

- (f) Failure to comply with the terms of this Section 5 shall not in any way diminish or invalidate this Declaration as to any MPDU Townhouse Unit.

6. **Subsequent Sale of MPDUs – Post MPDU Townhouse Unit Compliance Control Period.**

- (a) If a MPDU Townhouse Unit is sold or resold following the expiration of the MPDU Townhouse Unit Compliance Control Period, the price and resale restrictions set forth in Section 5 above shall not apply. However, for the first sale of each MPDU Townhouse Unit following the expiration of the MPDU Townhouse Unit Compliance Control Period, the selling Owner shall pay to the Mayor and Council, for deposit into its Moderately Priced Housing Fund, one-half (1/2) of the excess of the total resale price over the sum of the following: (i) the original selling price, (ii) a percentage of the MPDU Townhouse Unit's original selling price equal to the increase in the cost of living as determined by the consumer price index, (iii) an allowance for improvements made to the MPDU Townhouse Unit not to exceed ten percent (10%) of the selling price calculated in accordance with subsection (a)(ii) of this Section 6, and (iv) a reasonable sales commission. The City Manager shall adjust the amount paid into the Moderately Priced Housing Fund so that the selling Owner retains at least \$10,000 of the excess of the resale price over the sum of the items in (i) through (iv).
- (b) When the City Manager determines that the price and terms of the sale or resale of the MPDU Townhouse Unit covered by Section 6(a) have been met, and the Mayor and Council receives the amount due, the Mayor and Council will release this Declaration from the applicable MPDU Townhouse Unit.

7. **Principal Residence Requirement.**

- (a) Subject to Section 13.5-8(a)(6) of the MPDU Ordinance, Owners of MPDU Townhouse Units (i) shall occupy the MPDU Townhouse Unit subject to this Declaration as his/her principal residence, and (ii) shall not lease, sublease, rent or otherwise accept compensation for use of the MPDU Townhouse Unit premises or any portion thereof. In the event of any violation of this provision, Owner shall be liable to the Mayor and Council for 150% of the compensation collected by such Owner for the period the lessee (or sublessee) is in violation, in addition to any other remedies to which the Mayor and Council is entitled in law or equity.
- (b) Owner further agrees to submit to the DHCD Director annually a notarized affidavit executed by Owner on the anniversary date of initial settlement certifying Owner's continuing occupancy of the MPDU Townhouse Unit as the purchaser's primary residence.

8. **Obligation to Maintain.** Declarant and each successor Owner of a MPDU Townhouse Unit is obligated during its ownership of the MPDU Townhouse Unit to keep and maintain the MPDU Townhouse Unit in good order, repair, and condition.

9. **Financing.** This Declaration shall be superior to all instruments securing financing with respect to each MPDU Townhouse Unit, and this Declaration shall be binding upon all assignees, mortgagees, purchasers and other successors in interest, except that, subject to Section 13.5-9(e) of the MPDU Ordinance, this Declaration may be released in the event of foreclosure by lending institution holding a first priority purchase money deed of trust on the MPDU Townhouse Unit.
10. **Non-Discrimination.**
- (a) The Declarant shall not, in the offering for sale of MPDU Townhouse Units, discriminate against any person on the grounds of Race, National Origin, Color, Marital Status, Sex, Religion, Age/Elderliness, Disability (physical or mental), Sexual Orientation, or Familial Status (being pregnant or having children under age 18), or discriminate in violation of any applicable law or regulation. The Declarant shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations.
- (b) The Declarant agrees not to discriminate against prospective Owners on the basis that they receive or are eligible to receive housing assistance under any Federal, State, or local housing assistance program.
11. **Administration of Declaration.**
- (a) Declarant, for itself and its heirs, assigns and successors, hereby irrevocably assigns, transfers, and conveys unto the Mayor and Council and its designees all of its rights, title, interest or obligation to enforce and maintain in full force and effect the terms and conditions, and requirements of this Declaration.
- (b) The Mayor and Council and its designee shall monitor and evaluate and the Owners' efforts in performing the Owners' obligations under this Declaration, and each Owner agrees to cooperate fully with the Mayor and Council's monitoring and administration efforts. Each Owner shall submit to the Mayor and Council or its designee any documents or information that may be reasonably required by the Mayor and Council from time to time.
12. **Default; Enforcement.** In the event that the Declarant defaults in the performance of any of the covenants or its obligations under this Declaration, the Mayor and Council may, after providing notice of such default to the Declarant and a reasonable period within which Declarant may cure such default, at its option, pursue any one or more of the remedies provided by the MPDU Program Agreement, at law or in equity, including but not limited to the right to apply to any court of competent jurisdiction within the State of Maryland to enforce specific performance by the Declarant of its obligations hereunder or to obtain an injunction against any violations hereof, or to obtain any other such relief as may be appropriate.

13. **Waiver; Forbearance.** The Mayor and Council shall have the right to waive at its option any of the rights granted to it hereunder to enforce the terms hereof, provided that the Mayor and Council's election not to pursue any particular remedy in the event of a default hereunder shall not be construed to preclude or be a waiver of the Mayor and Council's right to pursue any of the other remedies with respect to the violation for which such remedy was pursued or with respect to any other violation prior or subsequent thereto. In addition, any forbearance by the Mayor and Council in exercising any of its rights hereunder shall not constitute a waiver or preclude the exercise of such rights.
14. **Estoppels.** From time to time upon the written request of the Declarant, the City Manager shall provide to any purchasers of a MPDU Townhouse Unit or any lender making a loan secured by the MPDU Townhouse Unit an estoppel certificate confirming the provisions of the Declaration; certifying, to the best of the City Manager's knowledge, that the Declarant remains in full force and effect; and specifying whether any default(s) exist under any of the provisions of the Declaration.
15. **Amendment.** This Declaration may be amended only by written agreement by and between the Declarant and the Mayor and Council.
16. **Governing Law.** This Declaration shall be governed by the laws of the State of Maryland.
17. **Severability.** The invalidity of any clause, part, or provision of this Declaration shall not affect the validity of the remaining portions hereof.
18. **Covenants Run with the Land.** The covenants set forth herein shall be deemed covenants running with the land and shall be an encumbrance on each of the MPDU Townhouse Units for the duration of the MPDU Townhouse Unit Compliance Control Period. Such covenants shall be binding upon the Declarant and its successors and assigns, including any successors in title to each of the MPDU Townhouse Units.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the date first above written.

DECLARANT

RK HOMES ASSOCIATES LLC, a Delaware limited liability company.

By: RK Manager LLC, a Delaware limited liability company, Manager

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of _____ 2026, before me, personally appeared _____, who acknowledged [himself/herself] to be the _____ of RK Manager LLC, a Delaware limited liability company, Manager of RK Homes Associates LLC, a Delaware limited liability company and named as Owner in the above instrument, and that [he/she], as _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of RK Homes Associates LLC, a Delaware limited liability company by [him/her] as the _____ of said RK Manager LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

ACKNOWLEDGED AND AGREED TO:

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

By: _____
Jeff Mihelich, City Manager

Approved as to form:

By: _____
Cynthia Walters, Acting City Attorney

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ___ day of _____, 2026, before me, personally appeared Jeff Mihelich, who acknowledged himself to be the Acting City Manager of The Mayor and Council of Rockville and that he, as Acting City Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The Mayor and Council of Rockville by him as the Acting City Manager of The Mayor and Council of Rockville.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

Exhibit A

Legal Description

All those lots or parcels of land, together with the improvements thereon and appurtenances thereunto belonging, lying, situate and being in the City of Rockville, Montgomery County, Maryland, being more particularly described as follows:

Lots numbered 28, 29, 34 and 35, Block A, as shown on “Subdivision Plat, Rockshire Village, Lots 19 -37, Parcels E-I, Block A, and Street Dedication of Rockshire Place”, as per plat recorded among the Land Records of Montgomery County, Maryland as Plat numbered 26245.

Lots numbered 16, 17, 21, 22 and 23, Block B, as shown on “Subdivision Plat, Rockshire Village, Lots 14-24, Parcels E-H, Block B”, as per plat recorded among the Land Records of Montgomery County, Maryland as Plat numbered 26246.

NOTE FOR INFORMATIONAL PURPOSES ONLY:

Address	Lot	Block	Tax ID Number
2440 Rockshire Place	28	A	04-03905828
2442 Rockshire Place	29	A	04-03905830
2427 Rockshire Place	16	B	04-03905998
2429 Rockshire Place	17	B	04-03906003
2437 Rockshire Place	21	B	04-03906047
2439 Rockshire Place	22	B	04-03906048
2441 Rockshire Place	23	B	04-03906060
2414 Rockshire Place	34	A	04-03905885
2412 Rockshire Place	35	A	04-03905896

(End of Exhibit A)



MAYOR AND COUNCIL Meeting Date: June 1, 2026
Agenda Item Type: CONSENT
Department: PW - TRAFFIC & TRANSPORTATION
Responsible Staff: BRYAN BARNETT- WOODS

Subject

Award and Authorize the City Manager to Execute a Contract with T.Y. Lin International for Planning and Engineering Services for the Twinbrook Pedestrian and Bicycle Bridge Study Project, Responsive to RFP #05-26, in an Amount Not to Exceed \$381,296.00

Department

PW - Traffic & Transportation

Recommendation

Staff recommends the Mayor and Council authorize the City Manager to execute a contract with T.Y. Lin International for planning and engineering services for the Twinbrook Pedestrian and Bicycle Bridge Study project, responsive to RFP # 05-26, for an amount not to exceed \$381,296.00.

Discussion

The City of Rockville was awarded a Neighborhood Access and Equity grant for \$284,000.00 to conduct a feasibility study for the Twinbrook pedestrian and bicycle bridge. This project will evaluate the feasibility of construction and will prepare benefit-cost analyses for four railroad crossings near the Twinbrook Metrorail Station.

A pedestrian and bicycle bridge near the Twinbrook Metrorail Station was included in the city's 2040 Comprehensive Plan, as well as the Pedestrian Master Plan. In 2022, DPW staff initiated a study of two potential crossings. At that time, staff determined that federal funding would be required for construction of any crossing and a much more detailed study as well as a benefit-cost analysis would be required to apply for federal funding. In 2024, DPW staff applied for, and the city was awarded, a Neighborhood Access and Equity grant, to conduct the study and benefit cost analysis. This grant award was originally for \$568,000 and included a second phase to prepare preliminary designs of a preferred railroad crossing. However, this phase was rescinded by the Federal Highway Administration (FHWA) in 2025.

The study and benefit-cost analysis included in this project are necessary first steps to advance this project to design and construction phases. This project also includes additional community outreach to solicit comments from residents that traditionally do not participate in public meetings. The expected project deliverables include feasibility study findings evaluating the constructability of each crossing, cost estimates for construction, a benefit-cost ratio for each

crossing, and identification of a preferred crossing option. This project is expected to begin in summer 2026 and be complete by June 2027.

Mayor and Council History

The Mayor and Council ratified and approved the City Manager’s execution of an agreement with FHWA for the Neighborhood Access and Equity grant on January 13, 2025. The agreement was fully executed on December 30, 2024.

Public Notification and Engagement

The Twinbrook Community Association provided a letter of support for the grant application and will be included in the public outreach efforts of the project.

Boards and Commissions Review

The Rockville Transportation and Mobility Commission, Rockville Bicycle Advisory Committee, and Rockville Pedestrian Advocacy Committee provided letters of support for this project’s grant application and will be included in the public outreach efforts of the project.

Procurement

DPW and Procurement staff prepared and publicly advertised RFP #05-26, Twinbrook Pedestrian and Bicycle Bridge Study Project, 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.

The study was solicited as a Request for Proposal and advertised as RFP # 05-26 on December 8, 2025. The solicitation was advertised on the city’s procurement website and on the State of Maryland’s eMaryland Marketplace. The RFP and addenda may be found at this link: [RFP #05-26 and Addenda](#)

Notice was provided to 13 suggested sources as well as 308 vendors in the State of Maryland’s electronic procurement system including 76 MBE, 2 VSBE, 78 DBE, and 89 SBE registered vendors. Four proposals were received from:

1. Precision Systems, Inc.
2. T.Y. Lin International
3. Wallace, Montgomery & Associates, Inc.
4. WSP USA, Inc.

The evaluation committee consisted of staff from DPW assisted by the Procurement Department. DPW staff ranked the proposals based on five 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 proposals were ranked as follows:

Proposer	MFV-D Status	Rank
T.Y. Lin International	Non-MFD-V	First
WSP USA, Inc.	Non-MFD-V	Second
Precision Systems, Inc.	MFD-V	Third
Wallace, Montgomery & Associates, Inc.	Non MFD-V	Fourth

The evaluation committee determined T.Y. Lin to have best met the criteria and requested a cost proposal. This proposer demonstrated experience with similar projects, a reasonable project schedule, and a project approach consistent with the needs of the city. The T.Y. Lin response may be found at this link: [T.Y. Lin Response](#)

The initial price proposal exceeded the city's internal estimate based on expected staff hours. DPW and Procurement staff entered into negotiation with T.Y. Lin International, which resulted in a reduced price of \$381,296.00. DPW staff has determined that this is a fair and reasonable price, has available funding, and accepted this best and final offer. The Best and Final Offer may be found at this link: [Best and Final Offer](#)

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

There is sufficient funding for this award within the Twinbrook Pedestrian-Bicycle Bridge (TC22) project (Attachment 2). The total project cost is \$381,296. As a Neighborhood Access and Equity grant project, \$284,000 will be reimbursed by FHWA. The city will provide the local match of \$97,296.

Next Steps

Upon Mayor and Council award, the Procurement Department will obtain contract signatures, appropriate insurance, and issue the final contract to T.Y. Lin International.

Attachments

Attachment 1 - Final Draft Contract from OCA 5-13-2026, Attachment 2 - FY 26 - TC 22
Twinbrook Pedestrian-Bicycle Bridge

CITY OF ROCKVILLE, MARYLAND
Neighborhood Access and Equity
Twinbrook Quarter Pedestrian and Bicycle Bridge Feasibility Study Contract

This City of Rockville **SERVICES CONTRACT** (“**Contract**”) is made this ___ day of _____ 2026 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, acting through its City Manager (the “**Mayor and Council**” or the “**City**”), and **T.Y. Lin International (A California Corp.) a/k/a T.Y. Lin International** (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 is a municipal corporation duly organized and existing under the laws of the State of Maryland with the power to carry on its business as it is now being conducted under the laws of the State of Maryland and the Rockville City Charter; and
- B. WHEREAS**, the Contractor is a corporation duly organized and in good standing in the state of California, authorized to conduct business in the State of Maryland, and has the background, knowledge, experience and expertise to perform the obligations set forth in this Services Contract; and
- C. WHEREAS**, the Mayor and Council desires to procure consulting services for a study of pedestrian and bicycle bridge options in the Twinbrook neighborhood of the City of Rockville consistent with RFP #05-26: Neighborhood Access and Equity, Twinbrook Pedestrian and Bicycle Bridge Feasibility Study (the “**Services**”); and
- D. WHEREAS**, in accordance with Rockville City Code Chapter 17 (“**Procurement Ordinance**”), on December 8, 2025, the City issued RFP # 05-26: Neighborhood Access and Equity, Twinbrook Pedestrian and Bicycle Bridge Feasibility Study, as amended by Addendum #1, dated January 13, 2026, Addendum #3, dated January 30, 2026, and Addendum #4, dated February 10, 2026 (collectively, the “**Solicitation**”).
- E. WHEREAS**, in response to the Solicitation the Contractor submitted a proposal dated February 19, 2026, and provided a revised Best and Final Offer dated April 23, 2026 (collectively, the “**Proposal**”); and
- F. WHEREAS**, on _____, 2026, the Mayor and Council awarded this Contract to the Contractor pursuant to the following terms and conditions, subject to approval as to legal form by the Office of the City Attorney.

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

ARTICLE 1. PRELIMINARY PROVISIONS

1.1 Recitals

All of the Solicitation, Proposal (together, the “**Bid Documents**”), recitals, and exhibits attached are substantive parts of this Services Contract and are hereby incorporated by reference as though fully restated.

1.2 Contract Documents

Contract Documents consist of the following documents, which are records retained on file with the City and are hereby incorporated into this Contract as though fully restated by reference (“**Contract Documents**”):

1. City of Rockville Change Order
2. This Services Contract
3. City of Rockville – Notice to Proceed
4. City of Rockville RFP #05-26 – Addenda #1, #3, and #4
5. City of Rockville RFP #05-26
6. Contractor Proposal
7. Contractor’s Proof of Insurance.

1.2.1 Order of Precedence. For purposes of resolving inconsistencies between and among the provisions of this Contract, the Contract Documents shall have the order of precedence as set forth above. If a claimed inconsistency cannot be resolved through the order of precedence, the City Manager shall have the sole power to decide which document or provision shall govern as may be in the best interests of the City.

1.3 Interpretation

This Contract shall be interpreted as follows:

1.3.1 Capitalized terms shall have the meanings set forth in this Contract and the Bid Documents, including its General Conditions. If there is a conflict between the definitions in this Contract and the General Conditions, the definitions in the Contract shall prevail.

- 1.3.2 Definitions are to be applicable equally to the singular and the plural forms of such terms and to all genders.
- 1.3.3 The titles and headings of the sections of this Contract have been inserted for convenience of reference only and shall not be construed to limit or extend the meaning of this Contract.
- 1.3.4 Terms 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 Contract or any other rule of construction which might otherwise apply.

End of Article 1 – Preliminary Provisions

ARTICLE 2: WORK TO BE PERFORMED: SCOPE, TERM, SCHEDULE OF PERFORMANCE

2.1 Scope of Work

The Contractor shall provide to the City the Services identified in the Bid Documents, as amended and revised, in accordance with requirements and deliverables identified therein (“**Scope of Work**”).

- 2.1.1 The Contractor shall provide all labor, materials, equipment, services, permits, fees, licenses, taxes, and all things necessary for the Contractor to provide the Services in accordance with recognized standards of the applicable industry or profession and in accordance with the terms, conditions, technical specification of the Bid Documents and applicable codes in a timely, diligent and professional manner.
- 2.2.2 The Services shall be consistent with the Bid Documents on file with the City and incorporated by reference herein. In the event of any inconsistency between the terms and conditions of the Contractor’s Proposal and this Contract, the terms and conditions of this Contract shall govern.

2.2 Term

The term of this Contract shall begin on the Effective Date. Contractor must complete all Services pursuant to this Contract by June 30, 2027 (the “**Contract Time**”).

2.3 Schedule of Performance

Time of is the essence in the performance of the Services under this Contract.

- 2.3.1 Contractor shall complete the Services within the Contract Time. Any Services for which times for performance are not specified shall be completed in a reasonably prompt and timely manner.
- 2.3.2 Coordination of work and communication of work progress shall be in accordance with the terms of this Contract.
- 2.3.3 City working days are as follows: any calendar day other than Saturday, Sunday, or the following holidays as observed by the City of Rockville: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Thanksgiving Friday, Christmas Day, and all days of general and congressional elections throughout the State of Maryland (“**Working Days**”).

The City’s agreement to extend the term or the schedule of performance shall not preclude the City’s recovery of damages for delay if the extension is required due to the fault of the Contractor.

End of Article 2 – Work to be Performed

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ARTICLE 3 - COMPENSATION

3.1 Contract Sum

The total maximum compensation to provide the Services shall be Three Hundred Eighty-One Thousand Two Hundred Ninety-six and 00/100 dollars (\$381,296.00). (“**Contract Sum**”).

3.1.1 Any work performed, or expenses incurred for which payment would result in a total exceeding the maximum compensation identified herein shall be at no cost to the City. The Contractor agrees to complete all services and provide all Services within this amount. No additional payment will be made for travel expenses.

3.2 Tax exempt

The City is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payment issued to the City; the City shall not be liable for or pay or reimburse the Contractor for any such taxes.

3.3 Method and Manner of Payment

The Contractor shall submit to the Contract Administrator identified herein an invoice in the form of an application for payment for all Services performed, including tasks and deliverables completed, and expenses incurred (“**Application for Payment**”). The application for payment must be accompanied by supporting data and documents.

3.3.1 Review: The Contract Administrator will independently review the Applications for Payment submitted by the Contractor to determine whether the Services performed and expenses incurred comply with the provisions of the Contract Documents.

3.3.2 Timing: Except as to any charges for Services performed or expenses incurred by the Contractor which are disputed by the City, 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 Application for Payment. In the event any charges or expenses are disputed by the City, the original Application for Payment shall be returned by the City to the Contractor for correction and resubmission.

3.3.3 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.

3.4 Applications for Payment

All applications for payment shall be forwarded to the following address (email preferred):

Emad Elshafei
Chief of Traffic and Transportation Division
City of Rockville Department of Public Works
111 Maryland Avenue
Rockville, MD 20850
Phone: 240-314-8508
Email: eelshafei@rockvillemd.gov

3.5 Final Payment

Final payment is the last payment made in the completion of the Contract, made after all Services and conditions outlined have been fully delivered or completed and accepted by the City (“**Final Payment**”).

3.6 Payment to Subcontractor

The Contractor shall promptly and fully pay each authorized subcontractor and supplier for work completed upon receipt of payment from the City the amount to which said subcontractor is entitled. Payments to authorized subcontractors must be made no later than 30 days from receipt of such payment from the City, in accordance with the requirements of 49 CFR § 26.29. If the Contractor withholds retainage from any subcontractors, the Contractor must pay all retainage owed to such subcontractors for satisfactory completion of any accepted work within 30 days of the City’s payment to the Contractor for such work.

3.6.1 The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make prompt payments to his subcontractors in a similar manner.

3.6.2 The City shall be under no obligation to pay or to see to the payment of any moneys to any subcontractor except as may otherwise be required by law.

3.6.3 If any subcontractor refuses to furnish a release or waiver of liens required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney fees.

3.7 Release of Claims

Acceptance by the Contractor of Final Payment shall operate as a release to the Mayor and Council and every officer and agent thereof, from all claims and liabilities to the Contractor for anything done or furnished or relating to the Services and work under the Contract Documents.

3.8 Waiver

Payment to the Contractor for Services performed and expenses incurred pursuant to this Contract shall not be deemed to waive defects in the Services performed by the Contractor.

3.9 Errors and Omissions

The Contractor is solely responsible for costs, including, but not limited to, increases in the cost of performing 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-related markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

- 3.9.1 The Contractor acknowledges that prior to executing this Contract, the Contractor has reviewed the Contract Documents and notified the City of any errors, omissions, or discrepancies in the Contract Documents of which it was aware.

End of Article 3 - Compensation

ARTICLE 4 - COORDINATION OF WORK

4.1 Contract Administrator

The Department will designate personnel responsible for contract and Services administration (“**Contract Administrator**”). The Contractor shall deliver the Services to the City under the direction of the following designated representatives of the City:

Faramarz Mokhtari
Senior Transportation Planner
City of Rockville Department of Public Works
111 Maryland Avenue
Rockville, MD 20850
Phone: 240-314-8509
Email: fmokhtari@rockvillemd.gov

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

4.2 Representative 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 provision of the Services and make all decisions in connection therewith.

Soumya Dey, PE, PMP
Vice President
Planning & Advisory Sector Manager – Mid-Atlantic
T.Y. Lin International
80 M Street SE
Suite 215
Washington, DC 20003
Phone: 571-317-7638
Email: soumya.dey@tylin.com

- 4.2.1 The Contractor acknowledges that the experience, knowledge, capability and reputation of the foregoing personnel were a substantial inducement for the City to enter into this Contract. Therefore, the foregoing Key Personnel shall be responsible during the Contract

Time 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.

- 4.2.2 For purposes of this Contract, 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.
- 4.2.3 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 Services.

4.3 Notice to Proceed

The Contractor must not commence work under this Contract until all conditions for commencement are met, including execution of the Contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of a notice to proceed which may be in the form of a purchase order, also referenced herein as a notice to proceed (“**Notice to Proceed**”).

- 4.3.1 Work Outside the Scope: 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.
- 4.3.2 Work Contrary to Terms: Any agreements or stipulations that are contrary to the terms of this Contract shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Contract.

4.4 [Intentionally Blank.]

4.5 Delay

If the Contractor is delayed in the Services by any act of neglect of the City or by a separate contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension of time in writing if warranted. All claims for extensions must be made by written notice sent to the Contract Administrator within ten (10) calendar days after the date when the alleged cause for the extension of time occurred.

- 4.5.1 Writing required: All such claims shall state specifically the amount of time of the delay the Contractor believes to have suffered. If the Contract Administrator does not receive such written notice within the prescribed time, the claim for extension of time shall be

forfeited and invalidated. No extension of time shall be deemed granted by the passage of time.

- 4.5.2 Waiver of claim of damages for delay: By executing this Contract, the Contractor expressly waives any claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever.

4.6 **Modification of Scope of Services**

All changes to the Contract shall require a written agreement signed by the Parties prior to the any change. Contractor shall obtain the written consent of the City Manager or his designee to the proposed change prior to implementing any changes to the 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 Services in accordance with applicable law and industry standards.

4.6.1 Change Orders.

The City, without invalidating the contract, may issue written City of Rockville Change Orders pursuant to Section 17-40 of the Procurement Ordinance. All such changes, or additional work must be authorized in writing by the Purchasing Agent or her authorized designee prior to starting such work. Costs shall be limited to the cost of materials, labor, field supervision and field office personnel directly involved in and attributed to the change. All costs and/or credits to the City for a change in the work shall be determined by the unit price bid or by mutual agreement.

4.6.1.1 The Contractor shall do all work that may be required to complete the work contemplated by a City of Rockville Change Order at the unit prices bid or at a lump sum price to be mutually agreed upon.

4.6.1.2 The Contractor shall perform extra Services, for which there is no quantity or price included in the Contract, whenever it is deemed necessary or desirable, to complete fully the Services as modified by a City of Rockville Change Order, and such work shall be done in accordance with the specifications therefore, or in the best workmanlike manner as directed.

4.6.1.3 The Contractor may submit a written request for a City of Rockville Change Order to the Contract Administrator in the event the Contractor believes a City of Rockville Change Order is warranted or desirable. The City will consider the request but is under no obligation to issue a City of Rockville Change Order.

4.7 **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 Services, that the

Contractor provide additional services beyond those described in the Scope of Work (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 2. It is expressly understood by the Contractor that the provisions of this subsection shall not apply to the Services specifically set forth in the Scope of Work or reasonably contemplated therein.

4.7.1 Notwithstanding the foregoing, to comply with federal grant requirements, any supplemental agreement to this Contract must remain within the original scope of work as advertised in the Solicitation.

4.8 Force Majeure

The time period(s) specified in the Contract for work related to the provision of the Scope of Work 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.

4.8.1 The Contract Administrator shall ascertain the facts and the extent of delay and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Administrator such delay is justified.

4.8.2 The Contract Administrator’s determination shall be final and conclusive.

4.8.3 In no event shall the Contractor be entitled to recover damages against the City for any delay in the performance of this Contract, however caused, the Contractor’s sole remedy being extension of the Contract pursuant to this Section.

4.9 Review and Final Acceptance

The Contract Administrator shall review and accept or reject any of the Contractor’s work under this Contract, either during performance or when completed.

4.9.1 The Contract Administrator’s acceptance shall be conclusive as to such work related to the provision of the Services, except with respect to latent defects, fraud and such gross mistakes as amount to fraud.

4.9.2 Acceptance of any work by the Contract Administrator shall not constitute a waiver of any of the provisions of this Contract including, but not limited to, Article 7, pertaining to indemnification and insurance, respectively.

End of Article 4 – Coordination of Work

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ARTICLE 5 - CONTRACTOR REQUIREMENTS AND CONTINUING OBLIGATIONS

As a material inducement to the Mayor and Council's entry into this Contract, the Contractor hereby

- (i) makes the following representations and warranties and confirms the representations and warranties made regarding its financial condition in its Proposal, and
- (ii) covenants that until the expiration or earlier termination of this Contract, upon learning of any fact or condition which would cause any of the warranties and representations in this Contract 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 Contract.

5.1 Qualifications

5.1.1 Permits and insurance

The Contractor covenants that it, its employees, agents and subcontractors, if any, have and shall maintain or obtain at its sole cost and expense during the term of this Contract all licenses, permits, qualifications, insurance and approvals of whatever nature that are required by law to perform work related to providing the Services and are capable of performing the type, scope and complexity of work in the Scope of Work to prevailing professional standards.

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 Contract, 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..

5.1.2 Qualified for Type, Scope and Complexity of Work

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 and provide the Services.

5.2 Covenants and Certifications

The Contractor makes or confirms the following certification upon which Mayor and Council rely.

5.2.1 Free from 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 Services related to the provision of the Scope of Work.

5.2.1.1 The Contractor certifies 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 Contract and any renewals or extensions.

5.2.1.2 The Contractor covenants that in the performance of work related to the provision of the 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 Contract.

5.2.1.3 The Contractor covenants that, in the performance of this Contract, 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 Contract 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.

5.2.2 Improper Practices

5.2.2.1 The Contractor confirms the certifications in its Proposal to the Mayor and Council that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Contract.

5.2.2.2 The Contractor covenants it has not agreed to pay any person or entity a fee or any other consideration contingent on the making this Contract.

5.3 Authorized to Conduct Business in Maryland and Enter this Contract

5.3.1 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, including registration in good standing with the Maryland Department of Assessments and Taxation.

- 5.3.2 The Contractor represents and warrants it has full power and authority to execute and deliver the Contract Documents, and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Contract, and to perform and observe the terms and provisions of all of the above.
- 5.3.3 The Contractor represents and warrants that this Contract, the other Contract Documents, and all other documents or instruments executed and delivered or to be executed and delivered pursuant to this Contract have been (to the extent scheduled to be delivered as of the date hereof) or will be (to the extent scheduled to be delivered subsequent to the date hereof) 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 Contract and the other Contract Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Contract, have been or will be duly taken prior to delivery of each document or instrument and constitute, legal, valid and binding obligations of the Contractor enforceable against it in accordance with their respective terms.

5.4 **No Breach of Law or Contract**

Contractor covenants that to the Contractor's knowledge, neither the execution nor delivery of this Contract or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Contract, 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.

- 5.4.1 No Pending Litigation, Etc. Neither Contractor nor any principal (or beneficiary) of Contractor is subject to any pending, threatened or current litigation, merger or acquisition, corporate or other restructuring or financial oversight.
- 5.4.2 No Bankruptcy, Insolvency. Neither Contractor nor any of Contractor's principals (or beneficiaries) is currently subject to any voluntary or involuntary bankruptcy or other insolvency, reorganization, bankruptcy, receivership or other similar proceeding, Contractor has no knowledge of any of the same pending or being imminent, none of such parties have been subject to any of the same at any time during the 10 year period immediately preceding the Effective Date, and Contractor has not made an assignment for the benefit of its creditor.

- 5.4.3 No Violation of Order, Etc. Contractor is not in violation of any order, decree or judgment arising out of, connected with or otherwise related to the design, services, operation or management of any facility, building, Services or system.
- 5.4.4 Intellectual Property Contractor covenants that it possesses all legal permission to use the materials, supplies, equipment or services involved with this Contract and agrees to indemnify and save harmless the City, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

5.5 Covenants and Obligations of Performance

Contractor must perform and shall deliver the Services in accordance with the terms and conditions herein, including the technical specifications and other Bid Document requirements incorporated by reference as though fully restated as well as any additional terms such as those that may be required by the use of state and federal financial assistance, if applicable.

5.5.1 Standard of Care

The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by design professionals for the scope, type and complexity of Services herein, practicing in the same or similar locality under the same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care.

5.5.2 [Intentionally Blank.]

5.5.3 Legal compliance

The Contractor covenants that it shall keep itself informed concerning and shall render all services hereunder in accordance with all codes, 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 including, without limitation, the following:

- 5.5.3.1 **ADA:** The Americans with Disabilities Act of 1990, Title II (“**ADA**”), requires City programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor or Subcontractor, to be accessible to the disabled public, and at Titles I, III and V incorporates requirements for accessibility and specific prohibitions of discrimination on the basis of disability. The Contractor will provide the Services specified in this Contract 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 Contract.

5.5.3.2 **Nondiscrimination:** 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.

5.5.3.2.1 Contractor will take affirmative measures 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.

5.5.3.2.2 If Contractor fails to comply with nondiscrimination clauses of this Contract or fails to include such contract provisions in all subcontracts, this Contract 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.

5.5.3.2.3 In addition to the above requirements, the Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

5.5.3.3 All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U. S. and Maryland Occupational Safety and Health Act

standards.

5.5.3.4 **Title VI Assurances:** Contractor agrees to be subject to and comply with the requirements of DOT Order No. 1050.2, as may be amended from time to time, regarding compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252).

5.6 Documents and Release of Information

5.6.1 Ownership of Documents

All finished or unfinished work or work product including any and all deliverables, including but not limited to reports, drawings, specifications, maps, designs, photographs, studies, surveys, data including artificial intelligence inputs and outputs, 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 Contract shall be the property of the City.

5.6.1.1 All Documents and Materials shall be delivered to the City upon request of the Contract Administrator or upon the termination of this Contract.

5.6.1.2 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 Contract.

5.6.1.3 The City remains at all times the owner of all of the City’s information.

5.6.2 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 Contract and enable the Contract Administrator to evaluate the performance of such Services.

5.6.2.1 Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City Manager, the Manager’s designee, the Federal Highway Administration, the U.S. Department of Transportation’s Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives 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.

5.6.2.2 Such records shall be maintained for a period of three (3) years following Final Payment for the 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.

5.6.3 Reports

The Contractor shall periodically prepare and submit to the Contract Administrator such reports concerning the performance related to the provision of the Services as the Contract Administrator shall require.

5.6.3.1 The Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Contract. 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 the Contractor shall promptly notify the Contract Administrator of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.7 [Intentionally Blank.]

5.8 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 Contract (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.

5.8.1 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 Contract.

5.8.2 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.

5.8.3 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.

- 5.8.4 The Contractor shall include the City's Audit Right in all of their subcontracts and shall ensure that these sections are binding upon all Subcontractors.
- 5.8.5 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.

5.9 Confidentiality

All information gained or work product produced by the Contractor in performance of this Contract shall be considered confidential, unless such information is in the public domain or already known to the Contractor.

- 5.9.1 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.
- 5.9.2 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 of Maryland data privacy and security laws and the 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>. which requires the City's consent for any secondary use of data or input of City data into public AI-tools, requires the Contractor to implement and maintain appropriate security measures to safeguard City data, inputs, and output from unauthorized access or use; and will notify City if it becomes aware of any unauthorized third-party access to City data.
- 5.9.3 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 Contract. Response to a subpoena or court order shall not be considered "voluntary" provided the Contractor gives City notice of such court order or subpoena.
- 5.9.4 If the Contractor, or any officer, employee, agent or subcontractor of the Contractor, provides any information or work product in violation of this Contract, 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.

- 5.9.5 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 Contract 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.

End of Article 5 – Contractor Requirements

ARTICLE 6 – RELATIONSHIP OF THE PARTIES

6.1 Status of Contractor

- 6.1.1 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 Contract or is otherwise expressly conferred in writing by the City Manager.
- 6.1.2 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.
- 6.1.3 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.

6.2 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 Scope of Work, 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.
- (iii) 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.

6.3 Non-assignability

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 Contract. Contractor shall not assign or transfer any interest nor the performance of obligations without the prior written approval of the City Manager. Any purported assignment without approval in writing shall be void.

6.4 Subcontractors

Notwithstanding the above, if the City agrees that subcontractors may be used to provide products or services, the Contractor's hiring or retaining of any third parties (“**Subcontractors**”) to perform work related to providing the 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.

6.4.1 Subcontract Requirements

The Contractor shall expressly understand and agree the Contractor shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract, and use of a subcontract shall in no way relieve the Contractor of the responsibility to provide the Services described herein.

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

6.4.1.2 The subcontract must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations and to ensure the City is held harmless from all claims of damage, loss and cost of any kind related to the subcontract.

6.4.1.3 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.

6.4.2 Deficient Subcontractor Performance

If Subcontractor's performance is deficient, the Contractor shall notify the Contract Administrator in writing of any withholding of payment to Subcontractor, specifying: (i) the amount withheld; (ii) the specific cause under the terms of the subcontract for withholding payment; (iii) the connection between the cause for withholding payment and the amount withheld; and (iv) 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. It is the Contractor's responsibility to ensure that no lien for work performed by the Contractor or subcontractor is placed on the City.

6.4.3 Indemnification

6.4.3.1 The City shall not be made a party to any judicial or administrative proceedings to resolve any dispute between the Contractor and Subcontractor.

6.4.3.2 The Contractor agrees to defend and indemnify the City as described in Section 7 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.

6.4.4 Intended Beneficiary

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

End of Article 6 – Relationship of the Parties

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ARTICLE 7 – LIABILITIES

7.1 Insurance

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 Contract including any extensions thereof, the insurance coverages described in the Bid Documents, which shall cover the Mayor and Council, its appointed officers, and employees and agents of the City of Rockville.

- 7.1.1 Certificates evidencing insurance shall be filed with the City concurrently with executing this Contract. If not received the parties agree this Contract may be suspended.
- 7.1.2 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.
- 7.1.3 Insurance or bonds required by this Contract 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 Contract 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 Contract 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.
- 7.1.4 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, and such certificates and endorsements shall be provided to the Risk Manager.
- 7.1.5 The procuring of such required policy or policies of insurance will not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions of this Contract. Notwithstanding the policy or policies of insurance, Contractor will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Contract, including such damage, injury, or loss arising after the Contract is terminated or the term has expired.

7.2 Indemnification

To the full extent permitted by law, the Contractor shall indemnify 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 Contract, and in connection therewith.

- 7.2.1 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.
- 7.2.2 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.
- 7.2.3 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.
- 7.2.4 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 negligence or willful acts or omissions.
- 7.2.5 The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Contract.

7.3 **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 Contract.

7.4 No Waiver of Sovereign Immunity

Notwithstanding any other provisions of this Contract to the contrary, nothing in this Contract nor any action taken by the Mayor and Council pursuant to this Contract nor any document which arises out of this Contract 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.

End of Art. 7 - Liabilities

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ARTICLE 8. ENFORCEMENT AND TERMINATION

The City may proceed at any time or from time to time to protect and enforce all rights and remedies available.

Default of this Contract shall include circumstances where any of the scope of Services are not performed in good faith; any representation or warranty is found to be not true and correct; failure to comply with any covenant, condition or warranty of this Contract or disregard of law, ordinances or instructions of the City; failure to satisfy a condition precedent to receive a disbursement; failure to make prompt payment to any subcontractors; or if Contractor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or a receiver be appointed on account of its insolvency (“**Default**”).

8.1 Governing Law

This Contract 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.

8.2 No third-party beneficiary

The Services to be performed by the Contractor are intended solely for the benefit of the City. No provision of this Contract 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.

8.3 Disputes

8.3.1 Resolution by City Manager

Any dispute concerning a question of fact arising under this Contract which is not disposed of by this Contract shall be decided by the City Manager in accordance with the Rockville Procurement Code, who shall notify the Contractor in writing of the determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim and shall cooperate during any such investigation. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under this Contract. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance. Pending final resolution of a dispute the Contractor shall proceed diligently with Contract performance.

8.3.2 Retain funds

The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (whether or not arising out of this Contract) (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 Contract. 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.

8.3.3 City Duties during Dispute

In the event that the Contractor is in Default under the terms of this Contract, the City shall not have any obligation or duty to continue compensating the Contractor for any work performed after the date of Default.

8.3.3.1 The City may give notice to the Contractor of the Default and the reasons for the Default.

8.3.3.2 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.

8.3.3.3 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 Contract under this Contract.

8.3.3.4 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 Contract.

8.4 No Waiver of Claims

Waiver by any party to this Contract of any term, condition, or covenant of this Contract shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Contract shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by the City of any work or services by the Contractor shall not constitute a waiver of any of the provisions of this Contract. 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 Contract.

8.5 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 Contract, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Contract.

8.5.1 Delay damages. By executing this Services Contract, the Contractor expressly waives any claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever.

8.6 Cumulative Rights and Remedies

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, 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.

8.7 Termination

8.7.1 Duty Upon Notice of Termination

After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Contractor shall:

- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- (b) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by Notice of Termination;
- (d) Assign to the City in the manner, at the times, and to the extent the City directs, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) Settle all outstanding liabilities and all claims arising out of the termination of orders and subcontracts, with the approval or ratification of the procurement officer, to the extent the City may require, which approval or ratification shall be final for all the purposes of this clause;
- (f) Transfer title and deliver to the City, in the manner, at the times and to the extent, if any, directed by the City, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed

or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the City;

(g) Use the Contractor's best effort to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the City, any property of the types referred to in (f) of this clause; provided, however, that the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the City; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the City may direct;

(h) Complete performance of such part of the Services as may not have been terminated by the Notice of Termination.

8.7.2 Termination for No Appropriation or Availability of Funds

The validity of this Contract is subject to appropriation and encumbrance of funding pursuant to Maryland law and the Rockville City Code. If Mayor and Council fails to approve an appropriation to fund a multi-year contract, the Contract shall terminate on the first day of that fiscal year without further cost to the City per Rockville Code § 17-41.

8.7.3 Loss of Federal or State Funding

In the event federal or state funding used to pay for the Services under this Contract is reduced, withdrawn, frozen or otherwise cannot be made in full, this Contract shall automatically terminate, unless both Parties agree to a modification of the obligations under this Contract. 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 Contract.

8.7.4 Termination for Convenience

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause.

8.7.4.1 The City reserves the right to terminate this Contract 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.

- 8.7.4.1.1 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.
- 8.7.4.1.2 Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any 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.
- 8.7.4.2 The Contractor reserves the right to terminate this Contract 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.
- 8.7.4.2.1 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.
- 8.7.4.3 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.

8.7.5 Termination for Cause

The Contract may be cancelled or annulled by the City in whole or in part by providing notice in writing of Default.

- 8.7.5.1 If termination is due to the failure of the Contractor to fulfill its obligations under this Contract or other condition of Default, the City may, after compliance with the provisions of Section 8.3.3, take over the work related to the provision of the Scope of Work and prosecute the same to completion by contract or otherwise.
- 8.7.5.2 The Contractor shall be liable to the extent that the total cost for completion of the Scope of Work 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.

End of Art. 8 – Enforcement and Termination

ARTICLE 9 - MISCELLANEOUS

9.1 Notices and Demands

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

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

To the Contractor: T.Y. Lin International
80 M Street SE
Suite 215
Washington, DC 20003

Attn: Soumya Dey, Vice President, Planning & Advisory Sector
Manager – Mid-Atlantic
Email: soumya.dey@tylin.com
Telephone: (571) 317-7638

- 9.1.1 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.
- 9.1.2 Contractor must inform City immediately of any changes of entity name or contact information during the contract term and warranty period.

9.2 Governing Law

This Contract 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.

- 9.2.1 Legal actions concerning any dispute, claim or matter arising out of or in relation to this Contract 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.
- 9.2.2 Notwithstanding anything herein contained to the contrary, Contractor acknowledge the Mayor and Council is a municipal corporation and its obligations hereunder are given only to the extent permitted by applicable law; contingent upon the appropriation and encumbrance of funding; subject to the Maryland Public Information Act 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.

9.3 Survival

The parties agree that provisions of this Contract which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Contract, including provisions relating to representations, warranties, acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination will so survive.

9.4 Severability

If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Contract shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Contract. In the event that all or any portion of this Contract is found to be unenforceable, this Contract 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 Contract or that portion which is found to be unenforceable.

9.5 Entire Agreement

This Contract integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties.

9.6 Waivers and Amendments, Writing Required

9.6.1 All waivers of the provisions of this Contract 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.

9.6.2 No waiver by any party at any time of any of the terms, conditions, or covenants shall be deemed as a waiver at any time thereafter of the same or of any other terms, condition or covenant.

9.7 Successors

The covenants of this Contract shall be binding upon and shall inure to the benefit of the parties, their respective successors, administrators, executors, and assigns.

9.8 Signatures

9.8.1 This Contract 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.

9.8.2 This Contract 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.

End of Article 9 – Miscellaneous Provisions

(Signature page follows)

IN WITNESS WHEREOF, the Mayor and Council and the Contractor have each executed, or caused to be duly executed, this Services Contract 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

Cynthia Walters
Acting City Attorney

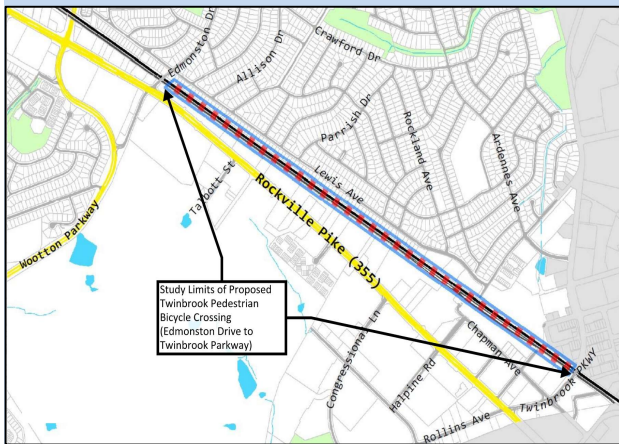
By: _____
Jeff Mihelich, City Manager

CONTRACTOR

T.Y. Lin International (A California Corp.) a/k/a T.Y. Lin International, a California corporation

By: _____
Soumya Dey, PE, PMP, Vice President, Planning & Advisory Sector Manager – Mid-Atlantic

Twinbrook Pedestrian/Bicycle Bridge (TC22)



Description: This project provides a new pedestrian/bicycle bridge that will extend from the Twinbrook neighborhood to Rockville Pike (MD 355) across the CSX and WMATA railroad tracks with access to the Twinbrook Quarter development. This connection will significantly improve east-west access and enhance pedestrian and bicycle mobility and safety. Current funding covers feasibility and 30 percent design only.

Changes from Previous Year: None.

Current Project Appropriations

Prior Appropriations:	968,000
Less Expended as of 4/15/25:	51,605
Total Carryover:	916,395
New Funding:	-
Total FY 2026 Appropriations:	916,395

Guiding Principle: Public Safety

Mandate/Plan: Comprehensive Plan; Vision Zero Action Plan; 2016 Rockville Pike Neighborhood Plan; 2009 Twinbrook Neighborhood Plan

Anticipated Project Outcome: Improved east-west mobility and enhanced pedestrian/bicycle safety.

Project Timeline and Total Cost by Type: Funding was added to support 30 percent design. Original costs only included a feasibility study.

Type	Estimated Start		Estimated Completion		Estimated Cost			
	Original	Current	Original	Current	Original	Current	\$ Change	% Change
Planning / Design	FY 2022	FY 2022	Future	FY 2028	50,000	968,000	918,000	1836%
Construction	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
Project Total (\$):					50,000	968,000	918,000	1836%

Project Funding: This project is funded for feasibility and 30 percent design only, and includes a federal Neighborhood Access Equity Grant. If the project is deemed feasible, staff will seek additional federal funding to complete design. Construction estimates will depend on the design and the location of the bridge.

Source	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
Paygo (Cap)	400,000	-	-	-	-	-	-	400,000
Grants (Cap)	568,000	-	-	-	-	-	-	568,000
Total Funded (\$)	968,000	-	-	-	-	-	-	968,000
Unfunded (Cap)	-	-	-	-	-	-	-	-
Total w/Unfunded (\$)	968,000	-	-	-	-	-	-	968,000

Operating Cost Impact: Specific ongoing operating cost impacts will be determined during the design phase.

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

Project Manager: Famararz Mokhtari, Senior Transportation Planner, 240-314-8509.

Notes: This project first appeared in FY 2022. FY 2026 work includes planning work to evaluate four separate alternatives, including a cost-benefit analysis, identification and selection of the preferred alternative with community input, and 30 percent design ensuring accessibility for pedestrians and bicyclists of all abilities. Design past 30 percent and construction will depend on the outcome of the feasibility study.



MAYOR AND COUNCIL Meeting Date: June 1, 2026

Agenda Item Type: CONSENT

Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE

Responsible Staff: SARA TAYLOR-FERRELL

Subject

Approval of Minutes

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommends that the Mayor and Council approve the following minutes:

May 11, 2026 (Regular- Meeting No. 13-26)

May 18, 2026 (Regular- Meeting No. 14-26)

Attachments



MAYOR AND COUNCIL Meeting Date: June 1, 2026
Agenda Item Type: ACTION ITEM
Department: CITY MANAGER'S OFFICE (CMO)
Responsible Staff: LINDA MORAN

Subject

Consider Approval of Proposed 2027 MML Legislative Action Requests

Department

City Manager's Office (CMO)

Recommendation

Discuss the recommended 2027 MML Legislative Action Requests and approve them for submittal to the Maryland Municipal League.

Discussion

Consideration of proposed Maryland Municipal League (MML) Legislative Action Requests (LAR) is the first step in the Mayor and Council's development of the City of Rockville's comprehensive 2027 State legislative program. MML has invited each member municipality to submit as many as three LARs for consideration to be included in the League's priority program. MML members are required to have their elected officials approve the LARs by July 1, 2026.

LARs are issues that are resolved through State legislation and have a broad impact on the MML membership. The League does not typically advocate for issues that impact a small number of municipalities and does not engage with State legislation introduced by local Delegations. As the lead entity with whom decision makers in Annapolis engage on State legislation affecting municipalities, MML focuses on high-profile issues with significant impact on its membership. The Legislative Committee meets in the summer and may select up to four priority program issues to recommend to the Board of Directors for approval.

Rockville-specific State legislative issues are discussed and approved by the Mayor and Council in the early fall, after the MML priority program is adopted. Rockville's approved LARs are incorporated into the City's comprehensive State legislative priority program. In recent years, advocating in support of educational needs across the spectrum, including capital and operating funding, legislation in support of the City's vision zero and pedestrian master plan, climate action plan goals, and legislation supporting renters are examples of items that are Rockville-specific that have been included in Rockville's State legislative program. In recent years, the Mayor and

Council's comprehensive State legislative program has included MML-adopted priorities and Rockville-specific initiatives.

The recommended 2027 LARs are based on high-priority issues of interest to the Mayor and Council, including legislation the body supported in the 2026 Session. Three proposed LARS are provided for the Mayor and Council's consideration.

Proposed 2027 Legislative Action Requests

1. Legislation Supporting the Findings and Recommendations of the Task Force to Modernize County and Municipal Revenue Sources, and Protect Municipal Highway User Revenue and State Aid for Police Protection

This legislative action request contains two related components:

- Support any related Legislation based on Task Force Recommendations that MML would advocate for in the 2027 Session to modernize municipal revenue structures; and
- Preserve full funding for Municipal Highway User Revenue and State Aid for Police Protection funding.

Please see the following sections for additional background on the two components included in this proposed 2027 MML LAR.

Task Force to Modernize County and Municipal Revenue Sources

HB 1142, MML's priority legislation, and a Rockville 2026 State legislative priority, passed. The legislation establishes the Task Force to Modernize County and Municipal Revenue Sources and to make recommendations regarding the authority of County and municipal governments to increase sources of revenue. The study and analysis will include:

- The current revenue sources available to each County and municipal government;
- Optional revenue sources not currently utilized by County and municipal governments;
- The authority of each County and municipal government to raise revenues from additional sources;
- The revenue sources used by Counties and municipal governments in other states; and
- An analysis of the impact of potentially new county and municipal revenue sources on overall affordability and the cost of living generally (including an accounting of existing taxes).

The Commission is required to submit a report to the Senate Budget and Taxation Committee, the House Appropriations Committee, and the House Ways and Means Committee by December 1, 2026. This 2027 LAR aligns with MML's strategic focus aimed at expanding municipal revenue-generating authority.

Preserving Full Funding for Municipal Highway User Revenue and Police Aid Funding

Highway User Revenues are the share of the gas tax and vehicle titling tax dedicated to the construction and maintenance of local roadways and bridges. All the revenues are levied by the State, as there are no local gas taxes in Maryland. Since local governments maintain most roads in Maryland, the State has historically shared a portion of these revenues

through a formula with County and municipal governments. Municipal Highway User revenues help to fund municipal transportation projects, including street and sidewalk maintenance, and pedestrian safety initiatives. In the 2026 Session, FY27 Municipal HURs were preserved. Rockville's projected FY27 Highway User Revenue allocation is \$4.7 million. In FY28 and beyond, according to State law, Municipal HUR is scheduled to be reduced from 3.0% to 2.4%. According to MML, this "cliff" will result in a \$12 million reduction per year to the Municipal Highway User Revenue allocation to municipalities.

The State Aid for Police Protection Fund is a formula-driven funding program used to supplement resources for police protection in counties and municipalities. The State funds provide additional revenue to support the operational costs of local and county police agencies by providing additional funds for salaries, equipment, and other resources. Rockville's FY27 Police aid allocation from the State is \$1.1 million.

While the General Assembly's actions in the 2026 Session addressed a projected \$1.5 billion gap for FY27, the outlook in future years continues to be negative. According to the Maryland Department of Legislative Services, the FY 28 structural gap is \$2.5 billion, \$2.8 billion in FY29, \$3.4 billion in FY30, and \$3.3 billion in FY31. Continued uncertainty at the Federal level and persistent inflation could result in additional negative impacts on the State. It will be critical in the 2027 Session and beyond to preserve these State resources that help the City to maintain its transportation infrastructure and provide Police protection for Rockville residents, as well as to advocate for legislation providing additional revenue-raising authority for municipalities.

This LAR aligns with the Mayor and Council's public safety, Vision Zero, and stewardship of infrastructure priorities.

2. Legislation Exempting Municipalities from the FAMLI Program Requirements

While Rockville supports the State's goal of expanding access to family and medical leave, the FAMLI program, as currently configured, places significant operational and financial burdens on local governments. This LAR request focuses on Rockville requesting that the Maryland Municipal League advocate in 2027 for the State to reconsider applying the FAMLI program to municipal governments due to its significant fiscal and operational impacts.

Rockville anticipates additional annual costs to cover employees, creating substantial pressure on municipal budgets in an environment of inflation and uncertainty. Municipalities statewide have also raised concerns about the administrative complexity of implementing and coordinating FAMLI with existing local leave policies, the duplication of benefits for jurisdictions that already offer comprehensive leave programs, the compressed implementation timeline, and the challenges of maintaining essential public services during extended employee absences. The cost of compliance with FAMLI will direct municipal resources away from core public services that benefit residents in Rockville and other municipalities.

The Maryland Department of Labor is in the process of establishing the FAMLI (Family and Medical Insurance Leave) program. FAMLI offers up to twelve weeks of job-protected leave

from work for eligible employees to care for a family member or themselves and receive up to \$1,000 per week. All employers with at least one employee are required to participate in the program. Currently, no exemptions are available. Eligible employees can participate if they have worked at least 680 hours in a position located in Maryland (any combination of employers) for the 12-month period immediately preceding the date on which the leave is to begin. FAMLI benefits will apply to all full-time and part-time staff. The program will take effect in January 2028.

An employee can use FAMLI leave for the following qualifying events:

- To welcome a child by birth, adoption, or foster care;
- To manage their own serious health condition;
- To care for a family member who has a serious health condition; and
- To arrange for the deployment of a family member.

In the absence of an exemption from FAMLI for local governments, Rockville has joined the Maryland Association of Counties/Maryland Municipal League/Maryland Association of Boards of Education collaborative that is helping public-sector employers evaluate and potentially opt in to a collaborative insured Equivalent Private Insurance Plan (EPIP), which would serve as an alternative to the state-run FAMLI plan. The collaborative will work to identify insurance carriers that can offer an EPIP. After full approval from the Maryland Insurance Administration in 2027, the collaborative will solicit actual premium proposals for insured EPIP coverage beginning in January 2028. While the timing is to be determined, the collaborative plans to have more specific information on the actual cost before the January 2028 start of the program.

The benefits to local governments include:

- A structured alternative to the State FAMLI plan;
- Potential cost savings;
- Streamlined administrative burden; and
- Shared expertise and coordinated compliance support.

It would be beneficial for Rockville to partner with MML and its member municipalities to advocate for the State to reconsider the mandatory application of FAMLI to local governments and explore alternatives that recognize the unique fiscal and operational needs of local governments.

This LAR aligns with the Mayor and Council's efficient and effective service delivery priority.

3. Legislation Requiring Boards of Education to Consult with Municipalities and Incorporate Municipal Data into their Annual Student Residency and School Zones Report

In the 2026 Session, the Mayor and Council supported this concept in an amendment added by Senator Kagan to SB 31- School Construction and Housing – School Zones and Adequate Public Facilities Ordinances sponsored by Senator Lam. While the bill primarily impacted Counties, the Mayor and Council supported SB 31, as amended, which would have required County Boards of Education in their annual student residency and school zones report to the Maryland Department

of Planning and the Interagency Commission on School Construction to consult with each municipality located in the County that exercises planning and zoning authority, and incorporate data provided by the municipalities into the plan's enrollment projections and analysis of future facility needs. This LAR has broad applicability. According to the Maryland Department of Planning, there are 108 municipalities in Maryland with planning and zoning authority.

This LAR is highly relevant to Rockville. The community was heavily impacted by the Board of Education's (BOE) decision to move Wootton High School to the new Crown Farm High School, which will open at the start of the 2027-2028 school year, and use the Wootton High School campus on Wootton Parkway as a holding school. During the Mayor and Council's advocacy in support of keeping the high school at the Wootton Parkway Campus, the Mayor and Council expressed significant concern to the school system that, at their March 3 meeting, MCPS staff confirmed that enrollment projections are based solely on site-approved development and adopted planning documents are not directly included in the MCPS projections.

Rockville objected to this methodology, as significant residential growth in the City has been planned and adopted through approved development and master plans, but the final site plans may not yet be approved. The City advocated that major decisions relating to the use of a school service area should be based on projections that fully reflect the communities that are intended to be served by schools and should include an in-depth review of cluster planning considerations that reflect municipal growth planning. Rockville requested that when determining enrollment projections, the BOE incorporate growth reflected in all approved development and adopted planning documents, to ensure that MPCS aligns its facility planning decisions with Rockville's long-range planning efforts. Additionally, the City requested that the school system include the 2040 Comprehensive Master Plan and Town Center Master Plan in the FY27 Capital Budget and FY27-32 Capital Improvements program.

Advocating for this request through a 2027 MML LAR would heighten MML's awareness of this issue and, if selected by MML, would strengthen Rockville's advocacy in support of potential 2027 legislation. Given that 108 municipalities have planning and zoning authority, a significant number of MML members are impacted by this issue, which is a key element that MML looks for when considering potential priorities to adopt for the next State legislative Session.

This legislation aligns with the Mayor and Council's housing and economic development priorities.

Impact Statements

Equity – The LAR to require Boards of Education to incorporate municipal planning data into their facility planning and enrollment projections has the potential for more equitable outcomes, as school communities may receive the educational facilities and services needed to support a high-quality education. The LAR associated with modernizing municipal revenue

structures, including the preservation of HURs, also supports equity as it would generate or preserve resources used to invest in public infrastructure used by communities who walk, bike, roll, and use public transportation.

Environment – The LAR associated with modernizing municipal revenue structures, including the preservation of HURs and Police Aid, could generate additional investment in public infrastructure designed to facilitate and enhance safety for walking, rolling, and use of transit, which supports the environment by reducing greenhouse gas emissions, and aligns with Rockville’s Climate Action Plan goals.

Economy – The LAR to advocate for legislation to modernize municipal revenue structures and preserve HURs and Police aid could generate additional municipal revenues, which could stimulate Rockville's investment in public infrastructure, policing, and other critical city services. Quality public infrastructure and additional public safety resources may attract private development in Rockville, which could generate additional economic activity in Rockville.

Mayor and Council History

The Mayor and Council annually discuss and approve LAR items to forward to MML for consideration in the League’s priority program for the next General Assembly Session.

Next Steps

Staff will forward the approved LARs to MML for consideration by the League’s Legislative Committee. Staff will update the Mayor and Council on the 2027 priority issues approved by the MML Board of Directors. The Mayor and Council will consider and approve Rockville-specific priorities in its discussion of the City’s comprehensive 2027 State legislative priorities program in the early fall of 2025 (TBD), after MML’s priorities are adopted.

Attachments



MAYOR AND COUNCIL Meeting Date: June 1, 2026
Agenda Item Type: WORKSESSION
Department: CPDS - ZONING REVIEW & OTHER
Responsible Staff: HOLLY SIMMONS/JIM WASILAK

Subject

Work Session #4 on Zoning Text Amendment Application TXT2026-00271, for the Zoning Ordinance Rewrite and Map Amendment Application MAP2026-00126, for the Comprehensive Map Amendment; Mayor and Council of Rockville, Applicants – Articles 9-13: Nonconformities, Signs, Historic Preservation, and Plats and Subdivision

Department

CPDS - Zoning Review & Other

Discussion

Project History

In 2023, the city began a comprehensive rewrite of the city's Zoning Ordinance. This project, known as the Zoning Ordinance Rewrite (ZOR), kicked off shortly after the adoption of the Rockville 2040 Comprehensive Plan. The Zoning Ordinance Rewrite project will produce a new Zoning Ordinance for the City of Rockville. In conjunction with the ZOR, the city's zoning map will be updated through an amendment to the zoning map.

Adoption Process

On December 1, the Mayor and Council authorized applications for staff's recommended drafts of the Zoning Text Amendment (ZTA) and Comprehensive Map Amendment (CMA) with the City Clerk (colloquially called the "Staff Draft Zoning Ordinance" and "Staff Draft zoning map"). Authorization to file initiated the formal adoption process.

The adoption process consists of a series of public hearings and work sessions in which the Staff Drafts are reviewed, first by the city's Planning Commission and then by the Mayor and Council. The Planning Commission concluded its review of the Staff Drafts on February 25, transmitting recommendations to the Mayor and Council. The Mayor and Council began their review on April 13. During the review process, community members are also able to review, comment, and testify on the Staff Drafts. The full adoption process is planned to last from December 2025 to June 2026.

Following the April 13 meeting, a Revised Staff Draft Zoning Ordinance and zoning map were published to the project's Engage Rockville page. The Revised Staff Drafts reflect Mayor and

Council direction on most Planning Commission recommendations, along with technical corrections, minor policy changes, and plain language revisions.

Work Session

Background

This work session is the fourth in a series of work sessions that the Mayor and Council will hold during the adoption process. During this work session, Mayor and Council will discuss Articles 9 through 13 of the Staff Draft Zoning Ordinance, focusing on the “Key Changes” between the current ordinance and the proposed ordinance as identified in *Highlights: Staff Draft Zoning Ordinance*. Per the Mayor and Council’s request, the work session will also address potential regulations for electronic message centers (EMCs). EMCs are addressed in more detail in Attachment 1 – Electronic Message Centers. Also per Mayor and Council’s request, the staff report provides additional information on the treatment of ADA parking where there are no minimum parking requirements, as well as information related to the two proposed rezonings from the Light Industrial (I-L) zone to Mixed-Use zones (Attachment 2 – Parking and I-L Rezonings).

The following materials can be accessed via the project webpage, engagerockville.com/zoningrewrite:

- Staff Draft Zoning Ordinance Table of Contents
- Original Staff Drafts, Authorized for Filing on December 1, 2025
 - *Highlights: Staff Draft Zoning Ordinance*
 - Staff Draft Zoning Ordinance (full text)
 - Staff Draft Zoning Map
- Revised Staff Draft published to Engage Rockville on April 20, 2026
 - Revised Staff Draft zoning map
 - Revised Staff Draft Zoning Ordinance ("Clean" Version)
 - Revised Staff Draft Zoning Ordinance ("Redline" Version)
 - *Changes in the Revised Staff Draft Zoning Ordinance*

Key Changes by Article

The information below is adapted from *Highlights: Staff Draft Zoning Ordinance*. Key Changes from the current Zoning Ordinance to the Revised Staff Draft Zoning Ordinance are listed. Changes corresponding with specific direction from Mayor and Council, received either during the pre-release work session held in 2025 or during the April 13 work session, are denoted in ***red italics***.

Article 9. Nonconformities

Rationale

This article addresses uses and structures that were lawful when established, but which no longer conform to the requirements of the zone in which they are located. The goal in amending the article was to simplify and clarify the requirements for such uses and structures to continue and to be brought into compliance with the Zoning Ordinance.

Key Changes

1. Renames the ‘Nonconforming Alterations’ approval process to the ‘Nonconforming Use Expansion’ approval process for accuracy and clarity.
2. ***Allows for nonconforming uses to expand by up to 20%, subject to the Nonconforming Use Expansion approval process (additional findings and Planning Commission approval).***
3. ***Allows certain site improvements to be approved through the standard process (not the Nonconforming Use Expansion approval process), including:***
 - a. ***Bringing the nonconforming use into greater conformity with the Code;***
 - b. ***Maintenance, safety, and ADA compliance work; or***
 - c. ***Improvements to façades, stormwater management, or pedestrian and bicycle facilities.***
4. ***Allows nonconforming uses and structures to be replaced or repaired in kind in the event of a fire, flood, or other natural disaster or emergency.***

Article 10. Signs

Rationale

The updated sign ordinance modernizes and reorganizes regulations to improve clarity, usability, and consistency across zoning districts while ensuring compliance with content-neutral requirements.

Key Changes

1. Significantly reorganizes the article for ease of use. Permitted signs are clearly identified, and regulations for each zone are housed within the sign types.
2. Exempts certain signs, including directional signs, signs regulated by Chapter 21, and ***gas station and EV charging price signs.***
3. Ensures regulations are content-neutral (i.e., regulating sign size, location, design, rather than the text, color, or images on a sign).
4. Introduces new sign types, including A-frame signs, window signs, and building-mounted banner signs, and associated regulations.
5. Eliminates different regulations for real estate, temporary noncommercial, and yard sale signs and regulates them as temporary freestanding signs, with different regulations for zone, lot, and use types. Allows up to three temporary freestanding signs on lots with single-unit detached dwellings, townhouses, and multiplexes without a permit.
6. Prohibits certain signs, including feather flags and electronic message centers (unless they are pedestrian-oriented). ***Clarifies that electronic menu boards, bank and pharmacy drive-through signs, and parking garage capacity signs are not electronic message centers.***

7. Consolidates sign types for consistent regulation of signs in the Industrial and Mixed-Use zones.
8. Increases the permitted size of certain signs in the Industrial and Mixed-Use zones.
9. Expands the scope of repairs allowed for nonconforming signs.
10. Eliminates sign concept plans (which regulate content) and new optional sign packages (which have only been used once).
11. Revises and updates the required approval findings for a sign variance. Findings focus on effective signage and compatibility with structures on the site.

Article 11. Historic Preservation

Rationale

Beyond the overarching objectives for the ZOR, the Historic Preservation Work Plan, endorsed by the Historic District Commission (HDC) and Mayor and Council in 2023, laid out a series of recommended Zoning Ordinance updates to modernize Rockville’s historic preservation program and practices.

Key Changes

- 1. Codifies Rockville’s nine designation criteria.**
- 2. Modifies who can submit an application to nominate a property for historic designation.**
- 3. Expands work in the Historic District Overlay Zone that can be approved administratively by staff (as opposed to full HDC review).**
- 4. Prohibits demolition by neglect of historic properties.**
- 5. Outlines a process to remove historic designation from properties in rare circumstances.**

Article 12. Plats & Subdivision

Rationale

This article provides the regulations for subdividing land in the City, including approval of preliminary plans of subdivision, record plats, and ownership plats. The new Zoning Ordinance reorganizes and simplifies the article and authorizes administrative approval of minor subdivisions.

Key Changes

1. Creates two processes for subdividing property:
 - a. Minor subdivision, which requires a record plat approval.
 - b. Major subdivision, which requires a preliminary plan of subdivision followed by a record plat.
- 2. Subject to delegation by the Planning Commission, allows record plats for minor subdivisions to be approved by the Chief of Zoning (currently, this requires Planning**

Commission approval). Approval of preliminary plans of subdivision and record plats for major subdivisions will continue to be approved by the Planning Commission.

- 3. Revises and updates the required approval findings for preliminary plans of subdivision, ensuring that required findings are non-discretionary and based on conformance to the law or the Comprehensive Plan. (Findings are the same as for Project Plans and Site Plans.)**
4. Consistent with other sections of the Zoning Ordinance, it removes the list of preliminary plan application requirements (e.g., what needs to be shown on the plan, at what scale, etc.), which will be included in the Development Review Manual. This Manual is being updated through a separate process.
5. Allows the creation of lots for multiplexes where only one unit fronts the street, modeled on language from Montgomery County's Attainable Housing Solutions.
- 6. Permits pipestem lots (which are currently expressly prohibited) to increase options for housing diversity.**
7. Updates requirements for streets, pedestrian and bicycle connections, public utilities, floodplains, and sediment control.
- 8. Places the authority to accept land dedications or reservations at the time of subdivision with the Mayor and Council (currently, this authority lies with the Planning Commission).**
9. Adds a requirement for access to burial sites, as required by State law.
10. Clarifies the provision allowing for waivers of certain subdivision regulations.
- 11. Eliminates provisions related to "cluster developments," which are unlikely to be used again in the City.** Relocates provisions relevant to existing cluster developments to the Cluster Development Overlay Zone section of Article 7.

Article 13. Enforcement

Rationale

This article describes the enforcement of the Zoning Ordinance, including penalties associated with Zoning Ordinance Violations. Currently, violations are addressed through notices of violation, typically followed in the case of noncompliance with a municipal infraction citation, although other remedies are available. The new Zoning Ordinance does not propose any substantive changes to this article.

Key Changes

1. No substantive changes.

Mayor and Council History

The Mayor and Council approved a project charter for the ZOR and CMA in October 2022. From project initiation to the time drafting of the new ordinance began in January 2025, staff provided periodic updates on the project via email. During the drafting phase of the project, the Mayor and Council held work sessions on a variety of topics to provide guidance in drafting. These work sessions were as follows:

- January 27, 2025: Comprehensive Map Amendment
- April 24, 2025: Process improvements
- May 5, 2025: New zones, revisions to existing zones, height transitions, and CMA follow-up
- August 4, 2025: Land uses, parking, and process improvement follow-up
- October 6, 2025: Remaining topics, including Historic Preservation, Amenity Space, Nonconformities, Subdivision & Plats, Approval Findings, Neighborhood Conservation District Plans, and CMA follow-up

The Mayor and Council authorized the filing of the ZTA and CMA applications on December 1, 2025.

Public hearings and work sessions for the Mayor and Council's portion of the project's adoption phase were held on April 13, and May 4 and 11, 2026.

Public Notification and Engagement

Engagement for the ZOR and CMA has been ongoing since Fall 2024. In the time since the last staff report was written for the Mayor and Council Authorization to File on December 1, 2025, staff have conducted notification and engagement actions, as follows:

- Rockville Reports, City social media channels, email blasts, and newsletters to inform the community about the adoption process, scheduled meetings (both community meetings and Mayor and Council/Planning Commission work sessions), and opportunities to learn more.
- Virtual orientation sessions on December 4, 2025, and January 7, 2026, to help the public understand how and where to review the Staff Drafts. 8 and 9 people attended, respectively.
- Direct emails to all Rockville neighborhood associations providing notice of the Staff Draft publication and ongoing review and adoption process.
- In-person meeting with neighborhood associations, as follows:
 - Twinbrook Community Association, January 20, 2026
 - New Mark Commons Homes Association, May 7, 2026 (planned)
- Newspaper notice of the April 13, May 4, and May 11 public hearings, as required by law.

Finally, this project also builds on and furthers the goals and policies established through the Rockville 2040 Comprehensive Plan. Extensive outreach and engagement were conducted over a period of five years to inform the Rockville 2040 Plan.

Boards and Commissions Review

Adoption Process

The adoption process began with the Planning Commission review. The Planning Commission held public hearings and work sessions on January 14 and 28 and February 4 and 11. During work sessions, the Planning Commission considered topics of interest as identified by the Commission, the Mayor and Council, and staff, as well as topics raised in public comment. The Commission considered potential revisions to the Staff Drafts, ultimately adopting their recommendations to the Mayor and Council on February 25. Additional information regarding Planning Commission recommendations is contained above in the “Planning Commission Recommendations” section of this staff report.

During the adoption process, staff also offered all City boards and commissions the opportunity to learn about the project, including how to provide input during the adoption process. The following boards and commissions accepted this offer and received project briefings:

- Board of Appeals, December 17, 2025
- Environment Commission, January 8, 2026
- Community Policing Advisory Board, January 8, 2026
- Commission on Aging, January 15, 2026
- Historic District Commission, January 15, 2026
- Recreation and Park Advisory Board, January 22, 2025
- Transportation and Mobility Commission, January 27, 2026
- Youth Commission, February 11, 2026
- Rockville Pedestrian Advocacy Commission, February 12, 2026
- Rockville Bicycle Advisory Committee, March 4, 2026
- Cultural Arts Commission, March 11, 2026

Comment letters have been received from the following boards and commissions:

- Transportation & Mobility Commission, April 10, 2026
- Environment Commission, April 10, 2026
- Rockville Pedestrian Advocacy Commission, April 10, 2026
- Rockville Bicycle Advisory Committee, April 10, 2026

Pre-Adoption Process

Prior to the adoption process, the Planning Commission received regular updates on project progress. The Environment Commission and the Transportation and Mobility Commission also requested and received briefings on November 7, 2024, and May 27, 2025, respectively.

Additionally, the Historic District Commission was briefed on the project and provided feedback on the proposed changes to historic preservation regulations at their meeting on July 17, 2025.

Next Steps

Adoption Process

The following schedule outlines the Mayor and Council adoption process, including three public hearings each for the ZOR and CMA, and four work sessions. Three of the work sessions are devoted to review and discussion of the “Key Changes” identified by the article in *Highlights: Staff Draft Zoning Ordinance*.

The schedule includes two updates to the Staff Draft Zoning Ordinance and zoning map, as follows:

1. On April 20, Revised Staff Drafts of the Zoning Ordinance and zoning map were produced and posted to the Engage Rockville project page, engagerockville.com/zoningrewrite. Both reflect direction from the Mayor and Council received on April 13, along with technical corrections, minor policy changes, and plain language revisions.
2. By June 15, Final Staff Drafts of the Zoning Ordinance and zoning map will be produced and posted to the Engage Rockville project page. Both will reflect direction from the Mayor and Council received on or before June 1, along with technical corrections and minor policy changes.

Adoption is planned for June 29, 2026.

Mayor and Council Meeting	Topic
April 13, 2026 ZOR public hearing #1 CMA public hearing #1 Work session #1	Public hearings are formal opportunities for the public to provide oral testimony to the Mayor and Council. Because the ZOR and CMA are two separate legislative items, individual public hearings for each item will be held. <ul style="list-style-type: none"> • Members of the general public will be afforded 3 minutes per item. • Those representing an organization will be afforded 5 minutes per item. Discussion and direction on Planning Commission recommendations <ul style="list-style-type: none"> • Staff Draft Zoning Ordinance • Staff Draft zoning map
April 20, 2026	<i>Publish Revised Staff Drafts to Engage Rockville</i>
May 4, 2026 ZOR public hearing #2 CMA public hearing #2 Work session #2	Public hearings (see notes above) Discussion and direction on Articles 1-5 <ul style="list-style-type: none"> • 1: General Provisions • 2: Definitions, Interpretations, & Measurement • 3: Administration

	<ul style="list-style-type: none"> • 4: Development Applications, Permits, & Procedures • 5: Zones & Zoning Map
May 11, 2026 ZOR public hearing #3 CMA public hearing #3 Work session #3	Public hearings (see notes above) Discussion and direction on Articles 6-8 <ul style="list-style-type: none"> • 6: Uses & Use Standards • 7: Zone Standards • 8: General Development Requirements
June 1, 2026 Work session #4	Discussion and direction on Articles 9-13 <ul style="list-style-type: none"> • 9: Nonconformities • 10: Signs • 11: Historic Preservation • 12: Plats & Subdivision • 13: Enforcement
June 15, 2026	<i>Publish Final Staff Drafts to Engage Rockville</i>
June 29, 2026 ZOR adoption CMA adoption	<i>Direction on the Final Staff Draft Zoning Ordinance</i> Mayor and Council take formal action to adopt the ZOR and CMA. This will require two separate votes, one for each legislative item.

Post-Adoption

Finally, it is important to recognize that the Zoning Ordinance and zoning map are living documents. While the ZOR and CMA effort is intended to produce the strongest possible versions for adoption on July 6, these documents will be tested most effectively through their application and administration over time.

The Zoning Ordinance establishes processes for amending both the text and the zoning map, and periodic amendments are anticipated as part of implementation. For context, since the last comprehensive Zoning Ordinance rewrite in 2009, the city has processed 40 Zoning Text Amendments, including 6 within the first two years of adoption. Early refinements are common following comprehensive updates, as real-world use identifies opportunities for clarification, technical corrections, and policy adjustments.

Attachments

ATTACHMENT 1_Electronic Message Centers, Attachment 2_Parking and I-L rezonings

Attachment 1: Electronic Message Centers

At the April 13 work session, Mayor and Council requested that staff develop policy to permit and regulate Electronic Message Centers (EMCs), balancing small business support with quality-of-life concerns. Staff propose the below requirements to meet these ends. The proposal is informed by the city’s existing requirements for changeable copy signs, guidance from the International Sign Association, and regulations of nearby jurisdictions.

Category	Proposed Requirement
Zones Where Permitted	MXTD family of zones MXCD MXCT MXNC MXE MXB I-L I-H
Sign Type	Freestanding signs
Brightness	<ul style="list-style-type: none"> • Not more than 0.3 footcandles above ambient light; and • Must have a light-sensing device to automatically adjust the display as ambient light conditions change
Rate of Message Change	<ul style="list-style-type: none"> • Once every 30 seconds, maximum • Change must be an entire sign change and not fade or pixelate in and out
Additional Requirements	An electronic message sign must go dark or freeze the display in the event of a malfunction.

Attachment 1: Parking and I-L Rezoning

At the May 11 work session, Mayor and Council requested that staff provide additional information on the treatment of ADA parking where there are no minimum parking requirements, as well as information related to the two proposed rezonings from the Light Industrial (I-L) zone to Mixed-Use zones.

ADA Parking where No Minimum Required

The Revised Staff Draft provides:

Sec. 25.8.2.3(c)(1)A: Uses are exempt from the parking minimums [...] if they are located within the following distance from transit:

- 1. ½ mile of a Metro station.*
- 2. ¼ mile of an existing Bus Rapid Transit station or a Bus Rapid Transit station that has been funded for construction in the Montgomery County, Maryland, 6-year Capital Improvements Program at the time of application.*

In these cases, no parking is required to be provided.

This proposal is consistent with the Americans with Disabilities Act (ADA) and Maryland Accessibility Code requirements, both of which contemplate sites with no parking; these regulations are in fact structured to provide flexibility for cases where parking is not provided. ADA parking requirements are based on the number of parking spaces supplied; therefore, where no parking is provided, the ADA does not require accessible parking spaces to be provided.

Staff supports this structure for several additional reasons:

- As Mayor and Council have previously discussed, eliminating regulatory parking minimums does not mean parking will stop being built. Staff anticipates most development projects will continue to provide parking based on market demand. Projects remain subject to ADA accessibility requirements, including minimum accessible parking requirements based on the number of spaces provided.
- Parking facilities require driveways and curb cuts, which reduce the amount of curb space available for on-street parking and create additional pedestrian conflict points. Staff estimates that each commercial driveway can require the equivalent of 1-3 on-street parking spaces, depending on driveway configuration.
- Most people who require ADA accommodations rely on walking, rolling, transit, and paratransit. Reducing land dedicated to vehicular parking can improve accessibility by supporting safer and more direct pedestrian access, improved streetscapes, and reduced distances between building entrances and sidewalks, bike lanes, and transit stops.

Rezoning from Light Industrial (I-L) zone

Two sets of properties are proposed to be rezoned from the I-L zone. Per Mayor and Council request, Staff discussed the rezonings with Rockville Economic Development, Inc. (REDI).

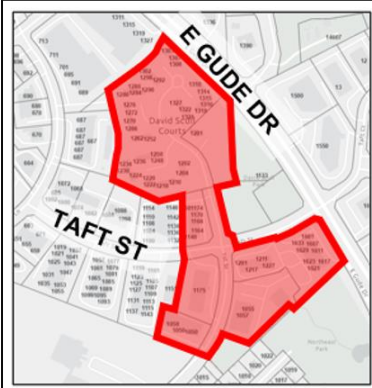
REDI assisted staff in identifying minor revisions in the Revised Staff Draft Zoning Ordinance aimed at ensuring the rezoning from I-L to MXB would not impact existing businesses and would continue to support economic development objectives. Specifically, the Food Preparation Establishment definition and Wholesale Establishment use standards will be revised in the Final Staff Draft Zoning Ordinance.



A map showing a residential and commercial area. A red-shaded polygon highlights a specific lot bounded by Lewis Ave to the north, Halpine Rd to the east, and MD-355 to the west. A large black 'M' is located in the bottom right corner of the map area.

- ▶ Existing zone: I-L (Light Industrial)
- ▶ Proposed zone: MXB (Mixed-Use Business)

REDI expressed no concerns about the rezoning from I-L to MXE located in the vicinity of First Street and the David Scull Courts community.



A map showing a residential area with a red-shaded polygon highlighting a specific lot. The lot is bounded by Egude Dr to the north and Taft St to the south. The map includes street names and lot numbers.

- ▶ Existing zone: I-L (Light Industrial)
- ▶ Proposed zone: MXE (Mixed-Use Employment)



MAYOR AND COUNCIL Meeting Date: June 1, 2026
Agenda Item Type: WORKSESSION
Department: CITY MANAGER'S OFFICE (CMO)
Responsible Staff: JEANNE BOOTH

Subject

JEDI Strategic Plan Update

Department

City Manager's Office (CMO)

Recommendation

Staff recommends the Mayor and Council receive the JEDI Strategic Plan update and provide feedback on the following questions.

1. Do you support the proposed additional outreach?
2. Are there specific groups you would like prioritized in the outreach?

Discussion

Following the [March 2, 2026, work session](#) with Mayor and Council, The Executive Learning Lab launched a comprehensive assessment, collaborative engagement, utilizing structured facilitation with city staff, nonprofit partners and community members.

The comprehensive assessment is designed to include the following:

- Policy Audit and Foundational Review
 - Policy Review
 - Best Practices Research
- Collaborative Engagement¹
 - Internal Employee Survey
 - Internal Employee Focus Groups
 - Community Listening Sessions
- Data Driven Analysis
 - Quantitative Analysis
 - Qualitative Analysis

Plan-Do-Check-Act Model

¹ The JEDI Strategic Planning Engagement Strategy aims to build an informed, inclusive, and actionable understanding of community experiences, needs, and aspirations in order to shape policies, programs, and investments that advance fairness, access, and shared benefit across Rockville. Community engagement will serve as both a data-gathering and relationship-building process, ensuring that the Strategic Plan is grounded in lived experiences, particularly from historically underrepresented and disengaged communities, while also strengthening trust and transparency between the city and its residents, partners, and workforce.

The strategic planning process includes the Plan-Do-Check-Act continuous improvement model. The DO phase began in March with comprehensive data collection from employees and community partners as well as policy and best practice review.

The policy audit and foundational review encompassed two complementary components: a structured review of existing City policies and programs, and a review of national best practices in municipal equity work.

Policy Review

The Office of JEDI conducted a comprehensive inventory of City programs and policies across all departments to identify those with parameters or eligibility requirements connected to JEDI initiatives, specifically those with ethnicity, identity, or income thresholds. The inventory spans programs administered by the Department of Housing and Community Development (including the Moderately Priced Dwelling Unit programs, Single-Family Rehabilitation Program, Home Energy Assistance Program, and youth development programs), Finance (including the Homeowners Tax Credit Program and Budget Equity Toolkit), Recreation and Parks (financial assistance and swim scholarship programs), Public Works (Climate Action Plan equity provisions), Procurement (Minority, Female, Disabled, or Veteran-Owned Business Outreach Program), Human Resources (discrimination, harassment, and disability accommodation policies), and the Rockville City Police Department (impartial policing, mental illness response, and disability interaction policies, as well as mandated trainings in cultural diversity, anti-discrimination, hate crimes, and implicit bias). The inventory is intended to provide a foundational baseline rather than an exhaustive catalog, and relevant eligibility requirements may also be embedded in grant conditions and comprehensive plan documents and could require modification of policy to ensure compliance.

Best Practices Review

The assessment drew on two primary sources. The first is the Government Alliance on Race and Equity (GARE) and its racial equity analysis framework. GARE supports local governments in implementing six core strategies: using a racial equity framework; building organizational capacity; implementing racial equity tools; using data to drive decision-making; partnering with other institutions and governments; and operating with accountability and urgency. Critically, GARE's framework requires that jurisdictions use a racial equity lens that clearly names the history of government in creating and maintaining racial inequities, envisions and operationalizes a new role for government, and utilizes clear and easily understood definitions of racial equity and inequity. While GARE provides a rigorous foundation, the City's approach recognizes that equity work must extend beyond race alone to encompass the full range of identity, ability, and socioeconomic dimensions reflected in the JEDI framework.

The second source is a national survey of municipal equity offices conducted by Tony Favro, Senior Fellow at City Mayors Research, which analyzed the mission, scope, and activities of 32 city equity offices across the United States. That research identified the most common functions performed by local government equity offices, including receiving and investigating discrimination and harassment complaints to ensure equal employment opportunity; training

staff on racial issues, bias, and other forms of inequity; advancing equity in government procurement policies and practices; and collecting data on equity and disparity.

Research also found that the most effective organizations leading this work, link budget allocation decisions to equity outcomes, build shared language and understanding across departments, and partner with both national organizations and local community leaders to advance their work. These findings informed the structure of Rockville's JEDI strategic planning process.

Internal Stakeholders

On March 11, 2026, the Equity Champions met and reviewed and finalized the survey structure and internal communication plan. The organization-wide survey launched on March 16, 2026, and the close date was extended to April 21, 2026. Participation across each department exceeded 30%. The survey was completed by 210 City employees across all 13 departments, representing an overall response rate of 38.3%. Median completion time was 10.7 minutes per respondent.

Employee Survey assessed four thematic areas:

1. **JEDI Office Perception:** Organizational perception of the effectiveness and impact of office efforts, and overall communication effectiveness
2. **Inclusion:** Organizational value and respect of all employees, effectiveness of supports, opportunities for and barriers to success, presence of bias and/or microaggressions
3. **Leadership Readiness:** Individual preparedness for advancement of equity and inclusion priorities and barriers to achievement of goals
4. **Employee Belonging:** Sense of authenticity, voice, and equitable access across the organization

Key Survey Findings

The survey revealed several meaningful **areas of strength** in the City's workplace culture:

1. **Hiring & Workforce Diversity (75%):** The City's most visible JEDI achievement, rated highest of all six program areas. The Police Department meets or exceeds the citywide average on all 8 measures; Recreation & Parks does so on 7 of 8.
2. **Dedicated JEDI Office & Leadership Visibility:** The existence and accessibility of the JEDI director was the most frequently cited strength in open-ended responses. Staff interpret that presence as a signal that JEDI is a genuine organizational priority.
3. **Equity Impact Statements:** Staff widely recognized the embedding of equity impact statements into budget and policy review as a concrete structural mechanism, the kind of institutionalized practice the Strategic Plan can build upon.
4. **Leader Confidence in Core Competencies:** Among leaders (n=91), confidence is highest for creating inclusive team environments (98%), followed by applying a JEDI lens to decision-making (85%) and equitably allocating resources across diverse communities and staff (84%); a solid values foundation.

5. **Internal Communication (62%):** Internal JEDI communication outpaces external communication (46%), indicating measurable progress in keeping staff informed, a baseline to build from.
6. **Leadership Support (82%):** 82% of leaders feel supported by City leadership in advancing JEDI priorities; an organizational asset that creates favorable conditions for Strategic Plan implementation and sustained accountability.
7. **Interpersonal Respect (81%):** 81% of employees feel valued and respected by colleagues regardless of identity; the strongest inclusion finding and a foundation for deeper structural equity work.

To assess departmental performance, the survey asked employees whether their department is making efforts across eight JEDI program areas.

- Internal JEDI Communication
- External JEDI Communication
- Hiring & Retaining Diverse Staff
- Language & Translation Services
- Disability Accommodations
- Engaging with Diverse Communities
- Using Data to Identify Disparities
- Training on JEDI Topics

Critical gaps were revealed in program areas and in strategic direction indicating a need for action. These gaps focus on training gaps, bias exposure, and communication consistency.

1. **JEDI Training:** Employees across all levels called for mandatory, in-person, role-relevant training in open-ended responses. Women, Employees 45-54, and Other Race/Ethnicity employees rate this area significantly lower than other subgroups.
2. **Data Use to Identify Disparities:** Most staff don't know whether or how their department uses equity data. This is a foundational gap for an evidence-based Strategic Plan.
3. **External Communication & Resident Awareness:** Only 38% believe residents are aware of JEDI efforts. Staff point to insufficient multilingual outreach and limited proactive community engagement.
4. **Accountability:** Both supervisors and managers score lower than senior leaders here, meaning the gap sits at the levels closest to frontline implementation. Nearly 1 in 3 leaders (31%) rarely or never discuss JEDI with their teams.
5. **Strategic Clarity:** Respondents are unclear what the City's JEDI priorities are, what success looks like, or how to embed JEDI into their roles. The Strategic Plan will be the direct answer to this gap.
6. **Organizational Leadership Barriers:** Among staff in leadership roles, the top barriers to advancing JEDI are unclear expectations from executive leadership (51%), competing priorities (49%), and insufficient data to identify disparities (40%).

7. **Department-Level Inconsistency:** JEDI implementation varies widely across departments. Without centralized guidance and practical tools, equity in service delivery will remain uneven.
8. **Accommodation Request Process:** Focus groups revealed that accommodation requests are routed through supervisors rather than HR, creating inconsistency. Invisible disabilities are underreported due to fear of identification.
9. **Language Access Systems:** The internal language bank is slow and places burden on bilingual staff without additional compensation. The language line exists but is difficult to use and not well publicized. Staff default to personal phones and Google Translate to assist residents in crisis situations.

Responses assessed by intersectional identities reveal unique employee experiences and impacts. Significant disparities in JEDI program awareness, inclusion, and workplace equity are not equally distributed across the workforce. Citywide, 25% of employees report personally experiencing or witnessing discrimination, bias, or harassment in the past year, and 36% report microaggressions — rates that are significantly higher among women, Black/AA, and Hispanic employees.

GROUP	KEY FINDING	EQUITY PRIORITY
Frontline Staff	Higher discrimination rates vs. managers	Equitable access to JEDI programs & information
Women	Microaggression rate nearly 2x that of men; lower voice & feeling valued	Workplace safety, reporting culture, & inclusion
Black/African American	Lower authentic self & voice ratings; higher discrimination & microaggression rates	Psychological safety & representation
Hispanic/Latino	Highest discrimination & microaggression rates; gap on equal access to advancement	Equitable advancement pathways
Newer Employees (<1 yr)	Significantly lower ratings on hiring, language access, accommodations & community engagement	JEDI onboarding & early integration

Survey results reflect a workforce that broadly supports the City's JEDI mission and recognizes real progress, particularly in workforce diversity, community programming, and leadership visibility. It also reveals where the work must go next: toward a structured plan with defined goals, meaningful training, strengthened accountability, and a community-facing presence that matches the quality of internal programming.

Employee Focus Groups were designed and facilitated by TELL. This participatory process ensures that all perspectives have meaningful opportunities to contribute to long-term vision development. Strategic group configuration allowed participants to build community with others engaged in similar work and included 7 groups labeled operations, programming, RCPD, internal and administrative staff, supervisors and leads, deputies and senior leadership, and

executive leadership. Discussions centered on core questions on the impact of JEDI programming on day-to-day work within the organization at all levels, workplace climate and culture, accessibility and inclusion, training and resources, and communication and transparency. All findings were reported in aggregate to protect participant confidentiality.

Key Focus Group Findings

Four themes were identified from feedback gathered in focus groups.

Theme 1: Need for a Shared Organizational Definition of JEDI

The most significant cross-cutting finding is that there is no shared organizational definition of JEDI. Most frontline operational staff had never heard the acronym before the focus groups. Once defined, different groups understood it differently, some equated it with fair treatment, others with customer service, others saw it as a leadership initiative with little relevance to their day-to-day work. There is no common language and no operationalized model telling a parks maintenance worker, a police officer, an administrative assistant, or a department head what JEDI looks like in their specific role. This foundational gap means that without shared understanding, no other intervention will create cohesion.

Theme 2: Equitable Workplace Culture Is Localized, Not Organizational

Staff experience of workplace climate is almost entirely determined by their immediate supervisor and department. Where a supervisor models inclusive practices, staff feel valued and psychologically safe. Where they don't, staff hesitate to raise concerns and feel issues may go unaddressed. This results in a patchwork of micro-cultures rather than a unified organizational identity. Some staff praised open-door policies while others had never experienced them, a significant equity issue, since an employee's experience should not depend on the luck of supervisor assignment.

Theme 3: Training Exists But Is Not Effective

The message was consistent across all seven groups: training is available but not useful. Online modules are too long, too general, and not followed up with discussion or accountability. Only 34–35% of staff report participating in any JEDI-related training. The overwhelming preference across every group was for shorter, in-person, scenario-based, role-specific content that answers the question: 'What do I actually do when this happens?' Current formats create barriers for field staff and part-time workers without regular computer access, and there is no accountability or follow-through after module completion.

Theme 4: Leadership Intent Does Not Match Operational Reality

Leaders genuinely believe JEDI efforts are underway. Staff experience those efforts as sporadic, unclear, and not actionable. This reflects a structural failure to translate intent into behavior, policy, and accountability. Leaders themselves lack the tools, scripts, and clear expectations needed to implement JEDI consistently. 51% of leaders cited unclear expectations from senior leadership as their top barrier. Supervisors reported being asked to implement JEDI without guidance, authority, or resources.

Additional Cross-Cutting Themes

1. **Psychological Safety Varies by Department:** Operational groups showed initial reluctance to speak openly; must be addressed department by department, not through blanket interventions.
2. **JEDI Seen as Compliance, Not Culture:** Described in terms of trainings and external mandates, not understood as integrated into hiring, performance, and supervision. Must embed in core operating systems.
3. **Federal Climate Creating Uncertainty:** Grant applications are avoiding DEI terminology. Immigration enforcement is causing documented community members to disengage from City services. Leadership needs legal and communications guidance for navigating compliance versus mission integrity.

External Stakeholders

External Listening Sessions were designed to gather community perspectives to assess how the city can better serve all residents and create a more inclusive, accessible, and equitable Rockville. Questions explored resident experiences with City services, programs, and engagement opportunities. Outreach was conducted through public flyers at all City facilities, Engage Rockville, targeted email outreach to public partners, and through staff liaisons to all Boards, Commissions, and Task Forces. Personal contacts were made to over 250 organizations and/or individuals. Seven sessions were conducted in April 2026.

Session	Status
Mayor & Council Interviews	Underway
<i>Housing & Economic Development</i>	<i>Additional recruitment needed</i>
<i>Faith-Based & Community Service Organizations</i>	<i>Additional recruitment needed</i>
Education & Youth	Converted to individual interview
Seniors / Special Populations	✓ Sufficient for analysis
<i>Business & Civic Organizations</i>	<i>Additional recruitment needed</i>
<i>Small Business & Targeted Businesses</i>	<i>Additional recruitment needed</i>

Note: Findings from italicized groups reflect the perspectives of the individuals present and are presented transparently with this limitation noted. Group 11 (Seniors/Special Populations) achieved sufficient attendance for substantive thematic analysis and is treated as a full session. Additional recruitment rounds are recommended before finalizing strategic recommendations from this data.

Key Preliminary Listening Session Findings

Mayor and Council Interviews

To date, three individual 30-minute interviews have been conducted (April 14–16, 2026) with elected officials. Common themes across all three interviews:

1. **Geographic Equity:** The east-west divide was named explicitly as a persistent equity concern. East-side neighborhoods, including Twinbrook, described as less seen, less

heard, and less resourced. Engagement and budget processes noted as skewing toward more affluent communities.

2. **Language & Communication Access:** Near-unanimous call for materials, meetings, and surveys in multiple languages. Current outreach (email, website, newsletters) reaches only those already engaged. Meeting residents where they are, grocery stores, faith communities, laundromats, is essential.
3. **Training for Elected Officials and Boards:** All three participants noted training gaps extend to elected officials and City boards and commissions, not just staff. Implicit bias and microaggression training recommended at all levels of leadership.
4. **Accountability & Measurement:** Strong consensus that JEDI goals need clear, measurable KPIs, outcome metrics, not just process metrics. City Manager should be accountable for implementation; a JEDI lens should apply to every budget decision.
5. **Federal Climate:** Immigration enforcement causing Latino and immigrant community members to disengage from City services. City asked to proactively make services visible and accessible through trusted intermediaries.

Housing and Economic Development

Two participants. Key themes: navigation complexity is itself a JEDI issue, residents don't know what services exist, and eligibility is difficult to determine. Approximately 40% of Rockville residents speak a language other than English at home; most lack awareness of available City services. Renters, transient residents, and seniors aging in isolation are hardest to reach through current outreach channels. One participant suggested that 'whole person community' framing may broaden reach in some contexts.

Faith-Based and Community Service Organizations

Two participants, both leaders of safety-net organizations. Key themes: populations most in need, Latino immigrants, transient families, seniors, are largely invisible to City engagement infrastructure. Immigration enforcement climate has heightened fear of police; clients are disengaging from City services. Faith communities (mosques, temples, churches) identified as underutilized but essential trusted access points. Translation alone is insufficient, cultural relevance and trusted messengers are equally important.

Education and Youth (Individual Interview)

One participant; converted from group format. Key themes: significant resource disparities between after-school programs in majority-Latino/low-income areas versus wealthier areas. Immigration enforcement causing families to stay indoors and children to miss school. Older and less tech-connected residents rely on print communications; multi-channel outreach is needed. Greater ethnic and cultural representation needed on City commissions, boards, and in public events.

Seniors and Special Populations (Full Session)

Seven participants representing disability rights, aging, and immigrant community perspectives. This was the most substantively attended external session. Key themes:

- **Digital Accessibility:** City emails are not properly ARIA-tagged or screen-reader compatible. Images on the City website and social media lack audio descriptions and alternative text. Quarterly screen reader audits recommended.
- **Physical Accessibility:** Equipment at community centers requires staff assistance, exclusionary for people with disabilities. Twinbrook Community Center specifically named as having sidewalk and transit access barriers.
- **Transportation:** FlexRide has insufficient geographic coverage and limited evening hours. Bus routes in Twinbrook don't safely cross Rockville Pike at night. Expansion of virtual (Zoom) access recommended as a partial accommodation.
- **AAPI & Immigrant Community Barriers:** AAPI communities are internally diverse, Chinese and Taiwanese residents do not share media. First-generation residents face confidence barriers navigating government agencies. Ethnic grocery stores are primary information sources for some residents.
- **Jurisdictional Confusion:** Residents cannot easily distinguish City vs. County services. A clear service map with direct contacts was recommended as a high-impact, low-cost improvement.
- **What's Working:** The Autism Acceptance Proclamation was described as profoundly moving. The emergency housing program was praised as far more accessible than County equivalents. Library, City Hall accessibility, and Town Center cultural events were all cited positively.

Business and Civic Organizations / Small Business (Separate sessions)

Two to four participants across both sessions, primarily civic insiders with existing City relationships. From that vantage point, Rockville is seen as 'genuinely trying.' Key concerns: Twinbrook and low-income apartment residents feel left behind in City decisions; award programs and advisory boards skew toward white residents; renter and apartment communities are systematically excluded from outreach designed around homeowner associations; notification failures on zoning and land-use changes prevent civic participation.

Cross-Cutting Themes Across All Sessions

- **The People Most in Need Are the Hardest to Reach:** Structural gaps in outreach design, reliance on digital channels, English-only communications, evening scheduling, and self-selection, exclude those whose experiences most urgently need to inform the JEDI strategy.
- **Language Access Is a System, Not a Translation:** Translation alone is insufficient. Cultural relevance, trusted messengers, face-to-face engagement, and multi-channel outreach are equally important. Dedicated bilingual liaisons and engagement at places where residents already gather are needed.
- **Geographic Equity Is Rockville's Most Visible Gap:** The east-west divide was raised explicitly by Mayor and Council and echoed by community participants. Twinbrook was named specifically and repeatedly. A geographic equity framework with specific east-side investments is essential.
- **The City's Best Is Genuinely Good, But Unevenly Distributed:** Exceptional examples exist. The challenge is replicating them across departments and communities.

- **Measurement and Accountability Are Non-Negotiable:** Participants want clear commitments, measurable outcomes, and visible accountability, not more planning. The strategic plan must answer: 'How will we know if it's working, and who is responsible?'

Next Steps

Staff anticipates doing additional outreach and engagement with the external stakeholders and the internal program staff. Following these sessions, the team will complete data collection, integrate survey data, focus group outcomes and community input and begin drafting the strategic plan with a roadmap for the first year.

Attachments

PRESENTATION DECK 6_1_2026 JEDI to Mayor and Council

JEDI Strategic Plan Update

Jeanne Booth, LCSW, Director, Office of JEDI
Dr. Patricia Morgan, CEO, The Executive Learning Lab (TELL)
June 1, 2026





Outline



- I. Background, Purpose & Objectives
- II. Requested Feedback
- III. Preliminary Results
- IV. Requested Feedback
- V. Next Steps and Future Mayor and Council meetings



Project Purpose & Outcomes



Why This Matters:

- Assess current JEDI landscape across City operations and the community
- Identify strengths, gaps, and opportunities for improvement
- Develop an actionable 5-year strategic roadmap with measurable outcomes

Desired Outcomes:

- Enhanced organizational culture and employee experience
- Strengthened community trust and partnership
- Equitable service delivery and access across all populations
- Sustainable JEDI framework integrated into City operations



Background



January 2026

- The Executive Learning Lab (TELL) engaged as contractor
- Kick off meeting with JEDI Office

February 2026

- Equity Champions kick off meeting 2/17
- Core assesment framework established & confirmed 2/25

March 2026

- Mayor & Council Work Session 3/2
- Equity Champions finalized survey and community partner recommendations
- Survey conducted
- Employee Focus Groups completed

April 2026

- Community Listening Sessions conducted

May 2026

- Mayor & Council Work Session 5/18





Overall Engagement Strategy



The engagement efforts will serve, first, as a data and feedback collection effort, second, as a relationship-building process and lastly, as the foundation that ensure that the strategic plan reflects the lived experiences of stakeholders centered needs.



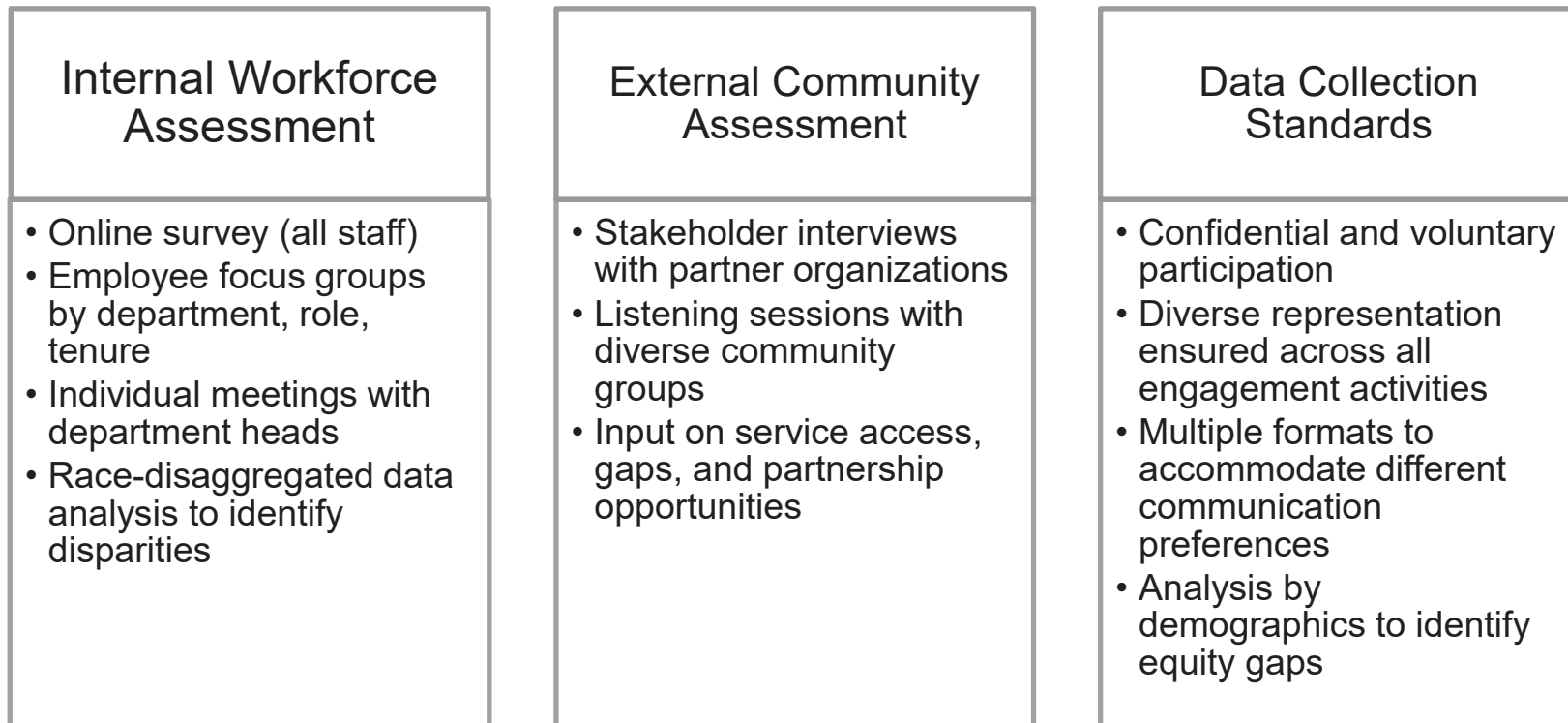
Requested Feedback



1. Do you support additional outreach?
2. Are there specific groups you would like prioritized in the outreach efforts?



JEDI Strategic Plan: Assessment and Engagement Framework





Overall Engagement Status Update



✓ COMPLETED	IN PROGRESS
Internal Staff Survey	Mayor & Council Interviews
7 Internal Staff Focus Groups	
Survey data analysis	External Community Focus Groups
Crosstab analysis by demographics & department	

UPCOMING:

- Strategic Planning Sessions with Equity Champions (May)
- Integrated Data Analysis
- Drafting Strategic Plan
- Final Plan Presentation



INTERNAL Engagement Efforts



- Intentional & targeted strategies
- Wide net to reach all
- Accessible & welcoming spaces
- Strengthen existing partnerships
- Promote transparency & trust
- Establish ongoing communication plan
- Support & protect sound data

rockvillemd.gov



Internal Survey Overview & Findings



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Staff Responses

Responses by Role Level

- Mid-level: 43%
- Frontline/Operations: 14%
- Supervisor/Leads: 22%
- Senior Leadership: 6%
- CMO/Directors: 15%





Internal Survey Overview & Findings



Areas of Strength

- ✓ 82% Feel valued and respected by colleagues
- ✓ 69% Can be authentic at work (**note disparity when cross tabulation for ethnicity*)
- ✓ 71% Feel their voice is heard in decision-making
- ✓ 75% Agree department is making efforts to hire/retain diverse staff



Survey Findings: Who Is Being Left Behind?

GROUP	KEY FINDING	EQUITY PRIORITY
Frontline Staff	Significantly lower on 7 of 8 program areas; higher discrimination rates vs. managers	Equitable access to JEDI programs & information
Women	Microaggression rate nearly 2x men's (48% vs. 27%); lower voice & feeling valued	Workplace safety, reporting culture, & inclusion
Black/African American	Lower authentic self & voice ratings; higher discrimination & microaggression rates	Psychological safety & representation
Hispanic/Latino	Highest discrimination & microaggression rates; gap on equal access to advancement	Equitable advancement pathways
Newer Employees (<1 yr)	Significantly lower on hiring, language access, accommodations & community engagement	JEDI onboarding & early integration



Survey Findings: Opportunities

Challenges Requiring Action

Training	Bias	Communication
<ul style="list-style-type: none">• 34% are aware of available JEDI trainings• Respondents provided narrative recommendations for trainings	<ul style="list-style-type: none">• 37% have experienced or witnessed microaggressions in past year• 25% have experienced or witnessed discrimination in the past year	<ul style="list-style-type: none">• 46% believe their department communicates well internally about JEDI• 62% believe their department communicates well externally about JEDI



Survey Findings: Inclusion Opportunities



Current State:

61% Agree department provides accommodations for visible disabilities

61% Agree department provides language services when needed

Feedback on Current Systems:

- Language bank (internal employees) is slow and inequitable
- Overburdening bilingual staff
- Language line exists but difficult to use, not well publicized
- Staff rely on personal phones and Google Translate
- No centralized translator directory
- Rec One registration has no language preference prompt

**Note: Only 5% reported having a visible/invisible disability (11% preferred not to answer)*



Survey Findings: Opportunities



Top Barriers for Leaders Advancing JEDI:

- Competing priorities/time constraints: 49%
- Unclear expectations from senior leadership: 51%
- Insufficient data to inform decisions: 40%
- Limited resources/budget: 35%





Internal Focus Groups: Findings

NEED Shared Organizational Definition of JEDI

We heard:

- No shared understanding of what JEDI means
- No common language across role levels
- No role-specific model for daily practice





Internal Focus Groups: Findings

CONCERN Culture Is Supervisor-Dependent vs. Organizational



We heard:

- Workplace culture varies significantly by supervisor
- Inclusive supervisors create safety; others create silence
- Results in patchwork of micro-cultures, not one City



Internal Focus Groups: Findings



CONCERN Training Exists but Needs Improvement

We heard:

- Training is available but not effective, online modules too long, too general, not followed up
- Only 34-35% participation rate across organization
- Overwhelming preference for in-person, scenario-based, role-specific content
- Training must answer: 'What do I actually do when this happens?'
- Format barriers for frontline staff and part-time workers without regular computer access
- No accountability or follow-through after completing training modules





Internal Focus Groups: Findings



CONCERN Leadership Intent Does Not Match Operational Reality



We heard:

- Leaders believe JEDI efforts are underway
- Staff experience efforts as sporadic, unclear, and not actionable
- Gap is structural, not a matter of intent



Additional Internal Focus Group Findings





EXTERNAL Engagement Efforts



- Intentional & targeted strategies
- Wide net to reach all
- Accessible & welcoming spaces
- Strengthen existing partnerships
- Promote transparency & trust
- Establish ongoing communication plan
- Support & protect sound data

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External Engagement Update: Listening Sessions



External Community Focus Groups (Target: 10-12 per group)	
Seniors & Targeted Communities (7)	Sufficient for session
Education Partners & Youth Leaders (1)	Converted to interview + Youth Commission
Housing & Economic Development (2)	<i>Additional recruitment needed</i>
Faith Community & Community Service Organizations (2)	<i>Additional recruitment needed</i>
Business & Civic Organizations (2)	<i>Additional recruitment needed</i>
Small Business (4)	<i>Additional recruitment needed</i>

*Outreach to date: 247 emails x2 + posters, flyers, postcards



Listening Sessions: Mayor & Council Interviews



Geographic Equity	Language & Communication Access	Training & Staff Behavior	Accountability & Measurement	Federal Climate & Access
<ul style="list-style-type: none">• Persistent East-West divide• Engagement & budget equity	<ul style="list-style-type: none">• Expanded material touchpoints• Enhanced language & formats	<ul style="list-style-type: none">• Increase training audience• Practical and nuanced topics	<ul style="list-style-type: none">• Clear & measurable indicators for progress• Defined accountability	<ul style="list-style-type: none">• Proactive approach to implications of federal realities



Listening Sessions: Housing, Faith-based & Education



Housing & Economic Development	Faith-Based & Community Service Organizations	Education & Youth Groups
<ul style="list-style-type: none">• Awareness of services• Clarity regarding eligibility• Isolation	<ul style="list-style-type: none">• Organizational awareness of need• Impact of federal enforcement activity• Underutilized faith communities	<ul style="list-style-type: none">• Resource disparities persist• Impact of federal enforcement activity• Multi-channel outreach needed



Listening Sessions: Seniors & Diverse Communities



Digital Accessibility	Physical Accessibility	Transportation Gap	Immigration Specific	Jurisdictional Challenges
<ul style="list-style-type: none">• Communication compatibility• Ongoing audits for accessibility	<ul style="list-style-type: none">• Exclusionary equipment• Ongoing transit barriers	<ul style="list-style-type: none">• Public transit coverage limitations• Expansion of virtual opportunities	<ul style="list-style-type: none">• Community isolation• Informal resources for sharing information	<ul style="list-style-type: none">• City vs. County services

Words from the Room: *“It took me so much to work up the nerve just to go to a city agency. If something went wrong, I may not want to pursue it again.” “The city emails are not properly ARIA-tagged. I would suggest the city run their emails through a screen reader before sending.”*



Listening Sessions: Business, Civic & Small Business



What was heard:

- City seen as “genuinely trying” by an insider
- Twinbrook residents and low-income renters feel left behind in decisions & engagement
- Affordable community residents feel their needs are not addressed
- Award programs & boards overwhelming white
- Awareness of processes remains low
- Renters and condo residents are excluded from outreach
- Notification process needs improvement and expanded reach



Next Steps



- Internal
- External
- Timeline



Next Steps: Internal Efforts



Additional Focus Group Sessions

Programming Staff

Issue: Low registration rates across these internal focus groups

Why This Matters: These staff design and deliver community programs, they are frontline JEDI implementers who interact directly with diverse residents and make daily decisions about inclusive programming, accessibility, and equitable service delivery



Next Steps: External Efforts



1

Housing & Economic Development

Residents experiencing housing insecurity, landlord-tenant issues

2

Faith-Based Organizations

Faith leaders serving vulnerable populations, community trust-builders

3

Education & Youth

Educators, youth advocates, families

4

Business & Civic Organizations

Business owners interacting with permitting, economic development

5

Small Business

Minority-owned, immigrant-owned businesses navigating City processes



Revised Timeline



MAY +

- Complete Mayor & Council interviews
- Conduct additional staff focus group (Programming Staff)
- Conduct additional community focus groups with extended recruitment
- Begin strategic planning sessions with JEDI Champions

JUNE

- Complete all data collection, finalize crosstab analysis
- Integrate survey, focus groups, interviews, and community input
- Incorporate Council feedback into final plan
- Draft 5-year strategic plan with Year 1 roadmap

JULY

- Finalize JEDI Strategic Plan
- Launch Year 1 implementation
- Establish baseline metrics and progress tracking system
- Present findings and plan to Mayor & Council



Requested Feedback



1. Do you support additional outreach?
2. Are there specific groups you would like prioritized in the outreach efforts?

Housing & Economic Development & Business	Faith-based & Community Service	Education & Youth	Seniors, Disability & Ethnic Communities
Rockville Housing Enterprises, Montgomery County HOC, Civic Associations (all), REDI, Neighborhood Connect reps, Renters United, local developers	Interfaith Works, CAST, Tikvat Israel, Mt. Calvary, Community Reach, Action Comm. for Transit, B’Nai Israel, Christ Episcopal	Youth Commission, Latino Youth Development, RHE Youthbuild, Lincoln Park & Twinbrook CC Advisory, PTA (all), Rainbow YA	Rockville Senior Center, NAMI, NAACP, CASA, MOCO Pride Center, CCACC, Gilchrist IRC, Mainstreet Connects, Centro Cristiano Peniel

*Outreach was conducted through email, personal contact, public flyers at all City facilities, Engage Rockville, and staff liaisons to all Boards, Commissions, and Task Forces. The table above summarizes the categories and representative organizations contacted as part of the external engagement process.



Reference



Training Research & Best Practice Foundation

Type	Sources
Peer-Reviewed Research	Blessett et al. (2019); Flores et al. (2024); Kwon & Nguyen (2024); Martínez Guzmán et al. (2024); Newman et al. (2023)
National Framework & Tools	Government Alliance on Race and Equity — Racial Equity Toolkit; Getting to Results; Federal Agency Framework
Government Benchmarking	San Francisco Budget & Legislative Analyst's Office (2019); Favro/City Mayors Foundation (2020) - analysis of 32 U.S. city equity offices; City of Seattle Office for Civil Rights — Race and Social Justice Initiative; City of Minneapolis — Strategic and Racial Equity Action Plan; King County, WA; City of Austin, TX; City of Portland, OR



MAYOR AND COUNCIL Meeting Date: June 1, 2026
Agenda Item Type: MOCK AGENDAS
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: SARA TAYLOR-FERRELL

Subject

Mock Agenda

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommend the Mayor and Council review and provide comments.

Attachments

June 8, 2026 Mock (Rev. 5.22)



MAYOR AND COUNCIL

**Meeting No.
Monday, June 8, 2026 - 6:30 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 Valeri)

The next scheduled Drop-In Session will be held by phone or in-person on Monday, July 27 from 5:15-6:15 pm with Mayor Ashton and Councilmember Valeri. 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 - 7:15 PM**
 - A. Presentation by Montgomery County Department of Transportation on Bus Rapid Transit (BRT)

B. Special Presentation - Planning Commission 2025 Annual Report**9. Consent Agenda - 7:55 PM**

- A.** Adoption of a Resolution to Revise the City's Statement of Investment Policy for the Investment of the City's Operating and Capital Funds
- B.** Award and authorize the City Manager to execute a Rider Agreement with Astound Business Solutions for the purchase of dark fiber, upgraded and new Internet Lines at the following City locations: City Hall, Senior Center, Police Station, Taft Court Center, and Equinix data center in Ashburn, VA, in the Amount Not to Exceed \$729,980.00 for 5 years, with the first year cost of \$185,996 (\$135,996 service and \$50,000 installation) and four (4) optional 1-year renewals of \$135,996 per year.

10. Public Hearing - NONE**11. Action Items - 8:00 PM**

- A.** Adoption of an Ordinance to amend Ordinance No. 2A-26 to appropriate funds and levy taxes for FY 2026 (Budget Amendment #4)

12. Worksession - 8:20 PM

- B.** Worksession - Election Code Rewrite Recommendations from the Board of Supervisors of Elections (BSE)
- A.** Worksession on FAST 2 improvements to the development review and permitting process.

13. Mock Agenda - 10:20 PM**14. Old / New Business - 10:25 PM****15. Adjournment - 10:30 PM**