

## **MAYOR AND COUNCIL**

# Meeting No. 17-25 Monday, June 16, 2025 - 6:30 PM

#### **AGENDA**

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

Any person who requires assistance in order to attend a City meeting should call the ADA Coordinator at 240-314-8108.

#### **Translation Assistance**

Individuals who wish to participate in-person at Mayor and Council meetings during Community Forum or Public Hearings and who may need assistance with translation service other than English, please contact the City Clerk's Office at 240-314-8280, 3 business days prior to the meeting date (the Wednesday before the Monday meeting) or email at cityclerk@rockvillemd.gov, or by using this form: https://www.rockvillemd.gov/FormCenter/City-Clerk-11/Sign-Up-for-Translation-Assistance-at-Co-368

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.

#### **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.

## **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:**

Mayor and Council June 16, 2025

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 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 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 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 Van Grack)

The next scheduled Drop-In Session will be held by phone or in-person on Monday, July 21 from 5:15-6:15 pm with Mayor Ashton and Councilmember Van Grack. 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 6:45 PM
  - A. Board and Commission Appointment and Reappointment
- 7. Community Forum 6:50 PM
- 8. Special Presentations 7:10 PM
  - A. Special Presentation Preservation of Affordable Housing in Rockville

Mayor and Council June 16, 2025

#### 9. Consent Agenda - 7:30 PM

**A.** Award and authorize the City Manager to Execute a Rider Agreement for the purchase of comprehensive technical support services with DSI (DISYS Solutions Inc.) of Ashburn, VA to renew the City's expiring support agreement for a wide range of support services, including hardware replacement, software updates, technical assistance, and proactive diagnostics, required to maintain functionality of the City's productional network, security and telecommunications infrastructure in an amount not to exceed \$1,190,015.26.

- **B.** Approval of the City of Rockville Standard Form FY 2026 Community Services and Enrichment Grant Agreement, and Authorization for the City Manager to Execute Thirty-Four FY 2026 Community Services and Enrichment Grant Agreements in order to disburse a total of \$1,531,110 in city grant funds to selected nonprofit organizations
- **C.** Approval and Authorization of the City Manager to execute the First Amendment to the REDI Funding Agreement for Fiscal Years 2025-2027.
- D. Authorize the City Manager to enter into a Memorandum of Agreement with Montgomery County for the provision of a Mental Health Specialist for the Rockville City Police Department.

#### 10. Public Hearing - 7:35 PM

**A.** Public Hearing on the Proposed Amendments to Modify Economic Development Revenue Bonds Previously Issued for the Benefit of The Village at Rockville, Inc.

#### 11. Action Items - 7:45 PM

- **A.** Adoption of Resolution Authorizing Amendments to Modify Economic Development Revenue Bonds Previously Issued for the Benefit of The Village at Rockville, Inc.
- **B.** Consider adopting an Ordinance amending certain sections of Chapter 15 (Personnel) of the City Code

#### 12. Worksession - 8:05 PM

- **A.** Chapter 18 Rental Facilities and Landlord-Tenant Relations Rewrite: Transparency (Data Collection, Reporting, and Posting Requirements)
- **B.** Work Session on City Election Reform #2

# 13. Mock Agenda - 10:35 PM

- A. Mock Agenda
- 14. Old / New Business 10:40 PM
- 15. Adjournment 10:45 PM



MAYOR AND COUNCIL Meeting Date: June 16, 2025
Agenda Item Type: APPOINTMENTS & REAPPOINTMENTS
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: VERONICA MITCHELL

# **Subject**

**Board and Commission Appointment and Reappointment** 

# Recommendation

The Mayor put forth the following nomination for membership to the Boards and Commissions for confirmation by Councilmembers.

## **Cultural Arts Commission**

May "Liz" Ortuzar – reappointment to serve a full three-year term until July 1, 2028.

# **Landlord-Tenant Affairs Commission**

Barry Stadd- reappointment to serve a full three-year term until July 1, 2028.

#### **Attachments**



MAYOR AND COUNCIL Meeting Date: June 16, 2025
Agenda Item Type: PRESENTATION

Department: HOUSING AND COMMUNITY DEVELOPMENT

Responsible Staff: JANE LYONS-RAEDER

# **Subject**

Special Presentation – Preservation of Affordable Housing in Rockville

# **Department**

**Housing and Community Development** 

#### Recommendation

Staff recommend that the Mayor and Council read graduate researcher Thomas Garda's report and hear his presentation on affordable housing preservation in Rockville with the expectation of later hearing from the Department of Housing and Community Development on implementation of these recommendations and others to further the goal of affordable housing preservation.

#### Discussion

#### **Background**

The overarching goal of the research was to analyze the current state of subsidized and naturally occurring affordable housing preservation in the City of Rockville. To do this, the graduate researcher conducted stakeholder interviews to better understand the policies supporting or impeding preservation, identify gaps in policy support, and collect best practices from around the country that are most applicable to the city. In addition, the researcher reviewed existing data.

When discussing affordable housing preservation, the report includes both naturally occurring affordable housing (NOAH) and subsidized affordable housing. NOAH is defined as housing that has relatively low rents compared to the regional housing market, but is not income-restricted, deed-restricted, or receiving a subsidy. NOAH is often older and may be ripe for redevelopment if not preserved through intervention strategies. In subsidized affordable housing, the property receives a subsidy either from public, private, and/or non-profit entities, resulting in the homes being income- or deed-restricted. For purposes of this report, the umbrella term of "affordable housing" refers to both NOAH and subsidized housing.

#### **Findings**

#### Preservation Strengths

Rockville has its own affordable housing fund, the Housing Opportunities Fund (HOF). Additionally, projects within the city are eligible to apply for funds from Montgomery County's Housing Initiative Fund and the Nonprofit Preservation Fund. The funding for affordable housing preservation can equip developers with much-needed capital to carry out projects to rehabilitate and preserve affordable housing.

Additionally, the county's recently amended Right of First Refusal policy allows the City of Rockville to directly exercise this right rather than having to go through the county, giving the city more leverage to preserve affordable housing.

One of the most significant strengths in Rockville is the area's nonprofit network. The substantial nonprofit sector includes a large number of affordable housing developers, which greatly strengthens support for housing production and preservation.

#### Preservation Weaknesses

While financing is a strength, especially when compared with peer jurisdictions, the city and county still lack adequate funding for the level of rehabilitation and preservation needed. Existing funding is also often not dedicated specifically to the purposes of rehabilitation and preservation. For example, Maryland's Qualified Allocation Plan for Low-Income Housing Tax Credits (LIHTC), the largest source of affordable housing funding, does not have any incentives or set-asides specifically for preservation.

Another significant weakness is the lack of adequate data collection. Best practices have underscored the importance of adequate property-level data collection to identify properties in need of preservation. While both the city and county have separately conducted analyses, stakeholders highlighted the lack of a centralized database to make the process smoother.

## Housing Stock and Risk Analysis

The researcher analyzed which subsidized properties in the city may need to be prioritized for preservation based on four factors: years until rental covenant expiration, owner type, total affordable units, and proximity to transit. Reviewed properties included Moderately Priced Dwelling Unit (MPDU), LIHTC, and NOAH properties. With existing data, the researcher was only able to assign a risk priority level to the MPDU properties. More data and information on these properties will be collected and analyzed as part of the upcoming housing needs assessment.

#### Recommendations

1. Subsidized Housing Preservation Database and Market Assessment
Based on national best practices, the researcher recommends creating a database of subsidized housing preservation and market assessments. This database should include factors that indicate a property's need to be preserved, such as subsidy expiration date, proximity to transit, owner type, and building size, among other factors. This would equip developers and city officials to identify what buildings are at risk of affordability loss and better target those with the greatest need. Additionally, an assessment of market factors such as areas of high/low

investment, areas with higher/lower rents, and market drivers will help to indicate where NOAH is located and what is needed to preserve those units.

- 2. Revive Rehabilitation Loan Program with Montgomery County
  Several stakeholders mentioned that sometimes it makes more sense to demolish a building and construct it new rather than rehabilitate the existing structure. They noted that this is because of the lack of financing for rehabilitation and that there was previously a program from Montgomery County called the Small Landlord Rehab Program. This program provided funding for landlords with a small number of properties to rehabilitate their units. The researcher recommends that the city advocate for and collaborate with Montgomery County to revive this program and better support owners with properties in need of rehabilitation.
- 3. Build Upon County Affordable Housing Preservation Networks
  Collaboration among stakeholders is one of the most effective and important strategies for affordable housing preservation. A preservation network would allow public officials, developers, and other stakeholders to work together to identify properties in need of preservation, share helpful information and resources, and efficiently preserve at-risk properties. Examples of effective preservation networks include the Chicago Preservation Compact, the Denver Mile High Connects Program, and the Purple Line Corridor Coalition.

This would be best paired with adequate financing and data to access which properties need funds. Once these tools are in place, communication and support across stakeholders become an incredibly powerful tool in preserving affordable housing. Preservation is most effective when done through a systematic approach, which engages all relevant stakeholders, tracks property data across the city, and works to ensure that properties in need of preservation are connected with adequate funds.

# **Mayor and Council History**

Housing is one of the Mayor and Council's five focus areas. In June 2024, a high-level briefing was presented outlining the city's housing crisis and policy landscape. Later in 2024, there were three work sessions on the city's housing strategies, during which staff recommended the following in support of affordable housing preservation:

- 1. Developing an affordable housing preservation plan, informed by graduate student research and a housing needs assessment.
- 2. Offer payments-in-lieu-of-taxes.
- 3. Establish stable, dedicated sources of funding for the Housing Opportunities Fund (HOF).
- 4. Develop a HOF deployment strategy.
- 5. Explore ways to bring down construction costs.

## **Next Steps**

Staff will take the findings and recommendations of the graduate researcher and the report from the upcoming housing needs assessment, and create a detailed affordable housing preservation plan.

# **Attachments**

Affordable Housing Preservation in Rockville Report by Thomas Garda

# Affordable Housing Preservation in Rockville, Maryland



Thomas Garda
Final Capstone Project

22 April 2025

# **Executive Summary**

This report looks into the state of housing preservation in Rockville, Maryland as well as the surrounding Montgomery County. This includes interviews with stakeholders as well as data collection on properties in the city and their need for preservation. The most relevant findings include preservation strengths in the county, such as government support, nonprofit network, and resource capacity. Preservation weaknesses are also highlighted, such as resources specifically for preservation, high costs associated with a high-income Montgomery County, and lack of adequate data collection. The final recommendations build upon these, with varying degrees of feasibility. These three recommendations include more robust housing data collection by the city government, advocacy for more funding for rehabilitation, and the creation of a network of stakeholders committed to preservation of affordable housing.

# **Background/Relevant Language**

The language around affordable housing preservation is complex and overlapping, with different meanings for similar or sometimes identical words or phrases. The list below outlines the topics discussed in this report and the context in which they are discussed.

# Affordable Housing

This refers to any housing that is affordable to low-income individuals and families.

Often, this includes rents that are up to 110% of Area Median Income (AMI), but most often includes rents up to 80% of AMI.

#### **Preservation**

Housing preservation has many meanings: affordable preservation, rehabilitation, or historic preservation. This report discusses preservation in terms of *affordable* preservation. This means ensuring the continued affordability of a rental unit, either through a government subsidy or rental covenant that restricts the rents to affordable. It is important to note that affordable

preservation includes rehabilitation in most cases. So, while these two overlap, the overall goal of this report is to look into affordable preservation needs, which may include rehabilitation, but does not have to.

#### Rehabilitation

Rehabilitation (rehab) refers to any improvements to an existing building, either interior or exterior, that mitigate or alleviate any deterioration due to age of building. This is often discussed in comparison to New Construction of a new building, because rehab is another way of ensuring future units, because they otherwise would have been lost due to building deterioration.

#### **New Construction**

New Construction refers to the development of a new building, either on an empty plot or after the destruction of a previous building.

# Subsidized/unsubsidized Affordable Housing (NOAH)

Subsidized affordable housing is discussed as rental housing that is restricted as affordable because of a government subsidy or rental covenant. These buildings are required to charge affordable rents in exchange for capital infusion for the development of the building. Unsubsidized affordable housing, often called Naturally Occurring Affordable Housing (NOAH) is rental housing that charges affordable rents as a market price, without a need for a government subsidy or restriction. These are often homes in need of rehabilitation, or are in lower-resourced areas, which results in lower market rents.

#### <u>Inclusionary Zoning</u>

Inclusionary zoning is a policy that incentivizes or requires a certain amount of affordable units when a multifamily building is being constructed. This often involves a 'set-aside' requirement for how many units in the new building must be affordable, and sometimes includes

a bonus that allows more density in the building than previously allowed. This allows the property owner to have more cash flow to support the affordable units. The relevant inclusionary zoning law discussed in this paper is Montgomery County's Moderately Priced Dwelling Unit Program (MPDU).

#### **Upzoning**

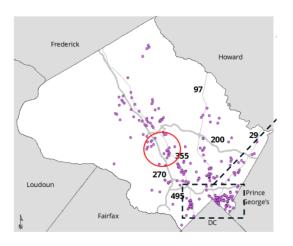
Upzoning refers to increasing density in residential areas to allow for more units on one plot of land. For example, single family zoning only allows one unit (a house) on a plot of land, while multifamily zoning allows multiple and can range from two units to hundreds.

# Scoping the Problem - Rockville Case Study

Rockville is a suburb of Washington, D.C., and part of Montgomery County, Maryland. While this area is historically one that has supported affordable housing, it is not immune to the housing crisis, especially with respect to preservation. Preservation of affordable housing refers to ensuring the extended affordability of naturally occurring or subsidized affordable housing. Many owners of subsidized affordable housing decide to opt-out of continued affordability after rental covenant expiration, with one study attributing this to for-profit ownership, increasing property values, and expiring affordability restrictions (Reina & Begley, 2014). This literature review aims to analyze the current literature on best practices for housing preservation and their generalizability to Rockville. The structure will first include a case study of Rockville—and specifically Montgomery County—and its current state of affordable housing and preservation. This will be followed by the literature on best practices around the country. Best practices will be broken into two categories: overall best practices from around the US, and 'closest' practices, meaning best practices in similar, nearby areas to Rockville to increase generalizability.

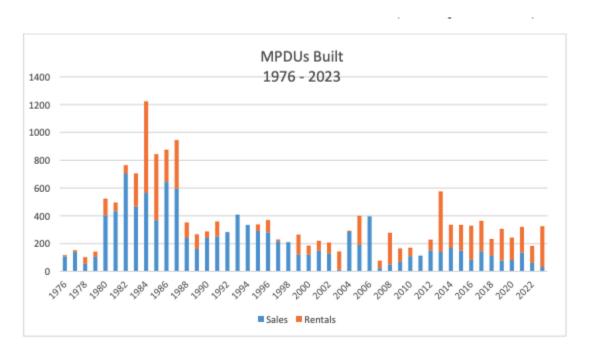
Similarities and common practices among these case studies will provide insight into the most effective strategies that Rockville can employ to foster further preservation of affordable housing.

Housing policy, data, and assessments surrounding Rockville's market are fairly difficult to find, as much of the available data is county-wide, despite Rockville having their own housing authority and trust fund. For this reason, the case study of Rockville's housing stock and preservation needs will largely focus on Montgomery County as a whole. However, it is important to note that Montgomery County includes 3 cities—one of which is Rockville—12 towns, 4 villages, and 33 census-designated places, and 5 unincorporated communities (*County Information*, n.d.). With this, it is also important to note that much of the subsidized, or deed-restricted, affordable housing is more concentrated closer to Washington, D.C. (*Montgomery County Preservation Study*, 2020). Shown below is a map of subsidized housing in Montgomery County, with a red circle indicating a rough estimate of Rockville's location. This indicates the large concentration of units near Washington, D.C., which needs to be taken into account when considering Montgomery County's housing numbers in relation to Rockville:



(Montgomery County Preservation Study, 2020)

With that being said, Montgomery County has been incredibly successful in building new affordable housing units when compared to similar counterparts. This is due to a number of factors, including political will, increased investment, and a high median income (*Montgomery County, Maryland - Census Bureau Profile*, n.d.). While these factors have equipped the county with more resources to build affordable housing, one of the main reasons for Montgomery County's success is the result of the Moderately Priced Dwelling Units (MPDU) program. The MPDU program was created in 1974, and is an inclusionary zoning ordinance that requires developers building over 20 units to reserve a portion of their development as affordable. In turn, the county awards the developer a density bonus, which allows them to build more units on site than previously zoned for (Lerman, 2006). Below is a graph outlining the amount of for sale and rental units created as a result of the MPDU program:



(Department of Housing and Community Affairs, 2024)

The MPDU program has seen significant housing production since its creation, and has produced mostly rental units in recent years. Despite the MPDU program's success in new

construction, Brian Lerman points out its drawbacks, explaining that the program's relatively short affordability period of 10 to 20 years "creates a constant need for new affordable units (Lerman, 2006). This was recently changed to a 99 year affordability period, but many other affordable units, both MPDUs and otherwise, still require rehabilitation and preservation in order to maintain affordability. This important point emphasizes the need for preservation to ensure long-term affordability of subsidized units.

Luckily, Montgomery County has also recognized the importance of preservation, and as a result, released their *Montgomery County Preservation Study* in July of 2020, which analyzes the housing inventory, policy needs, and a preservation framework for the county. To start, the study developed risk criteria to identify high-risk subsidized housing. This risk criteria included age, ownership, subsidy expiration, market trends, and other factors. According to this criteria, the study found 1,400 properties at risk of losing affordability in the next 20 years, many of which are affordable to extremely low income families at 30% of area median income (AMI) or below (*Montgomery County Preservation Study*, 2020). The study also used slightly different criteria to forecast a loss of naturally occurring affordable housing (NOAH) units, which are units that are affordable to low or moderate incomes without a government subsidy or restriction. This loss is much more stark, with a forecast of a loss of 7,000 to 11,000 NOAH units by 2030 (*Montgomery County Preservation Study*, 2020). This large loss of NOAH units is a massive preservation challenge for the county, and could potentially worsen in the coming years.

While Montgomery County has seen success in constructing and preserving affordable housing, like much of the nation, they still face shortfalls. The adoption of new policies like the amendment to the county's Right of First Refusal (ROFR) law indicate the county's commitment to continued preservation efforts, which prove positive for the future of affordable housing in

Montgomery County. However, it is important to reiterate that this case study and information comes from county-wide data, and is not specific to Rockville. The lack of literature around Rockville preservation specifically emphasizes the importance of a housing needs assessment for the city. Despite this, the preservation-friendly policies and outcomes from Montgomery County indicate Rockville's favorable position in a county that supports housing needs, which is vital in continued preservation efforts.

# **Research Question**

The research question for this paper is structured as a general, overarching question followed by deeper, specific sub-questions. The sub-questions aim to get at the main idea provided by the main question. They are as follows:

What is the current state of subsidized and naturally occurring affordable housing preservation in Rockville, Maryland?

## **Sub Questions**

- What are the biggest policies that are supporting or impeding preservation and how?
- What data is available on subsidized and unsubsidized affordable housing stock in and around Rockville, and what does it tell us about the need for preservation?
- What are the best practices that are applicable to Rockville that support affordable housing preservation, according to stakeholders and experts in the field?

# <u>Literature Review - Preservation Best Practices</u>

One of the clearest recurring lessons from the literature on preservation is the importance of collaboration. This can refer to collaboration between developers and local governments, or collaboration between developers, housing policy advocates, tenants, and other stakeholders in the housing process. Howell and Wilson write about this in their qualitative case-study analysis of cities involved in 'radical collaboration,' which is when multiple stakeholders work together for a collective goal or purpose. In this case, this looks like housing advocates, developers, housing finance agencies, and other actors involved in the preservation process working towards successful housing preservation. This report outlines three case studies where radical collaboration has been successful in preserving affordable housing: Chicago, IL, Washington, D.C., and Denver, CO (Howell & Wilson, 2019). These three cases are examples of large cities that have created networks of support to further increase capacity, increase public resources, and further push preservation-friendly policy.

#### Chicago Preservation Compact

The Chicago Preservation Compact has existed since 2007, coordinated by the Community Investment Corporation (CIC), and is a common example of the success of housing collaboration. Funded by the MacArthur Foundation, the Preservation Compact engages in developer support, lending, and policy advocacy on the local, state, and federal level. This is done through some of the many stakeholders in the compact, including legal advocates, tenants advocates, and DePaul University, who collects relevant housing data on housing quality and at-risk properties (*About Us* | *The Preservation Compact*, 2020). This diverse network of support and resources has enabled the compact to identify and support buildings facing deterioration through green energy retrofits, subsidies from the city government, and financing to maintain

affordable buildings and prevent them from being sold or destroyed (Howell & Wilson, 2019). The network of support allows for more efficient identification of at-risk properties, and more successful preservation of those properties. The Preservation Compact identified landlords of smaller, multifamily buildings as some of the most at risk of losing their properties to deterioration or rising costs. This inevitably results in displacement of longtime residents, and loss of an affordable building in exchange for an often larger, higher-cost development. However, the compact's ability to engage stakeholders in every sector of the housing process creates a more streamlined approach to preservation.

A very important arm of the compact that was previously mentioned is DePaul University's data analysis contribution. DePaul University's Institute for Housing Studies (IHS), which conducts extensive research on the city's housing stock, market trends, and any preservation challenges (*Models for Affordable Housing Preservation* | *HUD USER*, n.d.). One impactful report that IHS conducted was a study of the increased loss of two to four unit buildings, putting "increasing pressure on the city's available affordable housing stock" (*IHS Technical Assistance*, 2021). Studies like this enable the Preservation Compact to more effectively target areas, building sizes, or building types that are most at risk of being lost. Extensive data collection and analysis is often a very important aspect of successful preservation cases, and Chicago is just one example of where this is successful.

# Denver Mile High Connects Program

Denver's Mile High Connects (MHC) is a community-led collaborative of several nonprofit entities and foundations, similar to that of Chicago's Preservation Compact. However, Denver's program differs from Chicago's because it was created in response to the transit expansion in 2004, creating more buses and commuter rails, and with it, increased housing costs.

Denver's program similarly focuses on policy advocacy and developer capacity, but Denver's lack of legal and financial resources like Chicago's means that these efforts are operating in a completely different environment (Howell & Wilson, 2019). The MHC program successfully advocated for changes to better enable preservation, with the Denver City Council adopting their recommendations. Partnerships like these have resulted in more resources for the city's housing trust fund, as well as the creation of a preservation program manager position at the city government (Howell & Wilson, 2019). Denver's program's strength is its ability to serve as a bridge between private and public sector actors to better understand and adapt local policies to the city's needs.

Denver's MHC Program also goes beyond policy advocacy to ensure preservation of affordable housing, largely as a result of data collection and analysis. Similar to Chicago's partnership with DePaul University, Denver's program is partnered with the Urban Land Conservancy, who created an early warning system for housing preservation. This tool is essentially a database of housing developments with all of their relevant information such as age and financial situation, and identifies buildings at risk of being lost, enabling members of the MHC program to quickly respond to these cases and successfully preserve these buildings and their affordability. In addition to the collaboration involved in the program, Denver further emphasizes the importance of accurate and timely data analysis to successfully advance preservation.

#### **Preservation Closest Practices**

#### Purple Line Neighborhoods

In the Maryland suburbs of Washington, D.C., there is currently construction underway for the "Purple Line," a transit system that connects metro lines, and with it, many communities

and business districts. This large investment is supposed to open in 2026, and many housing advocates have been looking into its effect on neighboring communities, possibly displacing many residents. This is certainly relevant to Rockville, as the proposed line lies just under 10 miles away. For these reasons, the strategies currently being proposed and implemented to curb displacement and promote housing preservation are certainly a close practice, both in proximity and situation. The Purple Line Corridor Coalition (PLCC) released a report on "Equitable Transit Oriented Development Strategy" for potentially affected areas. This report mentions several strategies, including expanding local housing trust funds and prioritizing at-risk housing (Knaap et al., 2022). One of the report's most relevant strategies involves increasing Montgomery County's MPDU requirements in conjunction with 'transit-driven market rent increases' (Knaap et al., 2022). This would increase preservation alongside increasing rental costs from the Purple Line. While these strategies may be applicable to Rockville, they are still only proposals and have not been implemented. However, the Urban Institute released an evaluation of the Purple Line Collaborative's use of a 3-Year grant in actively preserving communities along the Purple Line. This grant went to the preservation of affordable housing and small businesses in the area. The evaluation shared their 'Lessons Learned' from the 3 years. The most relevant lessons include the emphasis on collaboration, as we have seen several times in this literature review. They emphasize the importance of a formal convening of stakeholders to coordinate preservation efforts, similar to those seen in Chicago, Ohio, D.C., and other locations that best practices were drawn from. One new piece of information that the report provided is the importance of understanding that development projects take large amounts of time. While this may seem quite obvious, it also comes with the idea that long, time-consuming projects require strong connections with residents, community members, community organizations, and other local

stakeholders (Nunna et al., 2023). This is certainly a best practice that is relevant for not only Rockville, but for all jurisdictions. Housing is incredibly long-term, both in terms of construction and the life of a project, so engagement, communication, and understanding with local communities is not only beneficial but vital to implementing a successful housing strategy.

## Conclusion

Housing advocates not only emphasize the importance of longtime residents' right to housing when a community is facing increased investment, but they also cite preservation as a sustainable, effective way to do so (Bratt et al., 2006). This point emphasizes the importance of this literature review and its findings' implications for Rockville. An analysis of Montgomery County showed that it has a history of supporting affordable housing, which has resulted in more affordable outcomes when compared to similar counties. Despite this, it still faces large preservation issues, which need to be addressed to combat further loss of that affordable housing. The literature on best practices around the US outlined the massive importance of collaboration among stakeholders in the public and private sectors, adequate government financing for preservation, and data analysis to target at-risk properties. From here, a look at the closest practices for preservation showed the success of Washington, D.C.'s TOPA law in preserving housing for decades. Additionally, the current Purple Line construction relatively close to Rockville has yielded significant literature on how to prevent housing displacement with this increased investment and inevitable increased housing costs in the area. While this is more preliminary, as the Purple Line is not finished yet, the literature emphasized the importance of prioritizing preservation, and also provided unique solutions to displacement, such as adjusting the MPDU program to require more affordable housing in areas where rents are increasing as a result of the construction. Overall, many strategies learned from these best practices were

repeated in several different settings, which can signify the effectiveness and generalizability for Rockville. Many lessons can be learned from those that are most effectively prioritizing preservation, and if they are used to inform Rockville's strategy, while adjusting for the area's unique economic and political situation, it has the potential to yield even further success in affordable housing production and preservation.

# **Methods**

The methods for this analysis include stakeholder interviews as well as a housing market data analysis. The methods for each section are outlined below.

#### **Stakeholder Interviews**

10 stakeholder interviews were conducted to get first-hand expertise of the preservation barriers in Rockville and how to better support preservation. The three main groups of people that were interviewed were: local affordable housing developers, local city/county officials involved in housing production, and experts on housing data collection. Local affordable housing developers consisted of developers who have worked in Rockville and the surrounding Montgomery County area. Nonprofit developers were the only developers included because of time and capacity, and because of nonprofits' substantial expertise in affordable housing development. This allows for a first-hand account of challenges, funding sources used, and policy levers that nonprofit developers have worked with to preserve affordable housing. City and county officials were interviewed to provide the perspective of the public sector, and were asked for their opinion on their jurisdiction's support, or lack thereof, for affordable preservation, and any future legislation that they recommend to better encourage preservation. Lastly, housing

data experts were interviewed to give insight into the importance of data collection, their experience and challenges, and any advice or recommendations they have to work towards better housing data collection. These data experts include local officials involved in data collection as well as individuals from outside organizations that are considered 'best practices' in collecting affordable housing data.

The interview questions were as standardized as possible across all interviews to provide for easy analysis, but also include flexibility to follow the flow of conversation since a wide variety of individuals were interviewed. General guidelines for interview structure and topics is shown below, separated by the groups of people interviewed:

Public Officials and Developers	Data Experts	
1. Introductions/background on project	1. Introductions/background on project	
2. Montgomery County Preservation Strengths	2. Preservation Strengths/Positives for the future	
3. Preservation Challenges	3. Data Challenges for Preservation	
a. Physical deterioration (NOAH and subsidized)	b. Which variables are most predictive of preservation risk (Affordability expiration, market rents, deterioration risk, etc.)	
c. Financial viability, ownership type	c. Which parts of housing data are hardest and easiest to locate? (how to include NOAH?)	
d. Market loss (high rents)	d. Market loss (high rents) and how that data is collected/used.	
e. Zoning	4. Thoughts/recommendations for jurisdictions that are lacking robust data collection? What is the first step?	

# **Housing Stock and Market Trends Data Analysis**

The data analysis section of this report will look at all of the subsidized properties in Rockville that data can be found on. However, the MPDU properties specifically will be the sample that are assigned risk levels, since the other properties had incomplete data. This sample of buildings will each be assigned a risk-level in terms of their relative likelihood of losing affordability, also referred to as their "preservation risk." To determine risk levels, risk criteria from the Montgomery County Preservation Study will be looked at. That criteria is as follows: upcoming subsidy expirations, ownership type, age of building, proximity to transit, rent trends in neighborhood, number of affordable units, and income trends in community. Due to the capacity of this project, every criterion will not be included, instead only the following: subsidy expiration, ownership type, number of affordable units, and proximity to transit. Each property will then be put into a table and assigned a 'level of risk' based on each of the aforementioned criteria. This will provide an overall look at the current subsidized housing stock and the relative likelihood of its continuation. A sample of the table is shown below:

	Upcoming Subsidy Expiration	Ownership Type	Proximity to Transit	# of Affordable Units
Property A	Risk Level (i.e. 1-5)			

Affordable housing data analysis is very complex, and needs to include many different factors in order to get a robust and accurate picture of the preservation need in a given jurisdiction. The table approach depicted is not sufficient to provide a holistic view of housing preservation in Rockville, but instead only provides a 'snapshot' of housing preservation needs

for a select number of properties. The other potential use of this data analysis is to provide an 'inventory' of the available data on properties to the city, as well as provide a 'skeleton' of what a future database can look like for the city.

# Limitations

The limitations of this report relate mostly to capacity. As a one person project with no funding, the capacity of this work is much less than an average professional consulting report. For stakeholder interviews, the main limitation is time. A longer time period with many more stakeholder interviews would be more well-informed. Additionally, after the first round of stakeholder interviews, it would be helpful to evaluate the findings and conduct a second round of interviews to build upon those findings and dig deeper. For this project, there was only one round of 10 interviews. For the data analysis portion, the main limitation is resource capacity. Finding all relevant property-level data on affordable units in Rockville is complex and requires access to the right people and information. While resources were certainly made available, and greatly benefited the project, there were still limitations, including missing properties and incomplete data on subsidized and unsubsidized housing units.

# **Findings**

The findings section will be categorized into findings from stakeholder interviews as well as findings from the data analysis. The stakeholder findings are organized by "Preservation Strengths" and "Preservation Weaknesses." The data analysis section will include an analysis of Rockville's current housing stock followed by an analysis of rent market trends.

# **Stakeholder Findings**

# **Preservation Strengths**

## **Financing**

After conducting interviews with stakeholders in the affordable housing field, including developers, planning board members, county officials, and more, several preservation strengths and weaknesses became clear. One of the biggest strengths of Rockville and the surrounding Montgomery County is the funding network. First and foremost, the county has several funding sources to support affordable housing, mostly through the Housing Opportunities Commission (HOC), which is the county's public housing authority. It is important to note that Rockville has a separate housing authority, Rockville Housing Enterprises (RHE), but the large funding sources come from the County, and can be used in Rockville. One source of financing that several stakeholders mentioned is the Housing Production Fund, though this fund is primarily for new construction rather than preservation. Another funding source mentioned is the Housing Initiative Fund (HIF), which is a loan program for new construction, acquisition, or rehabilitation of affordable housing. This flexible loan program is very effective because it combines several funding sources to collectively address affordable housing needs in the county. The HIF was created in the 1980s, showing the longtime commitment that Montgomery County has had to affordable housing. Lastly, the Nonprofit Preservation Fund is a newer loan fund specifically for the acquisition and preservation of unsubsidized affordable housing. As mentioned in the scoping the problem section, Montgomery County has a large stock of naturally occurring affordable housing (NOAH) that is at risk of losing affordability, either through deterioration or rent increases. This fund directly addresses that with financing to attach subsidies to these units,

ensuring their long term affordability. Financing is one of the most important parts of affordable housing production and preservation, so a robust network of local resources to supplement state and federal funding is one of the areas that Montgomery County has excelled at.

# **Policies**

Funding sources are created through policy, so it makes sense that, alongside a robust funding network, Montgomery County also has several affordable housing-friendly policies. One of the most important of these is the MPDU program, which is the county's inclusionary zoning ordinance—the first of its kind—created in the 1970s. Outlined in the scoping the problem section, the MPDU program requires that new multifamily developments set aside a portion of their units as affordable. This has been incredibly successful at producing affordable units, with hundreds and sometimes thousands of affordable units being created each year. The MPDU program somewhat supports preservation because when NOAH units are demolished for larger, multifamily developments, that development will include affordable units alongside the more expensive, market rate units. The MPDU requirement ensures that, in a high-income, high-cost county, some units must be designated as affordable. This indirectly supports preservation while also encouraging new construction of affordable housing.

Montgomery County also has a policy in place that directly supports preservation of affordable housing, ensuring that affordable units are not lost to market conversion. Montgomery County has a Right of First Refusal (ROFR) law in place, which requires anyone selling a multifamily rental property to give the county the ability to purchase the building. This would allow for the preservation or conversion of this building to become or remain affordable, rather than being sold to become market-rate. Montgomery County's right of first refusal has been in place since 1980, which shows the county's longtime commitment to preserving affordability

(ROFR, n.d.). This right of first refusal is certainly being put to use in Montgomery County, with stakeholders citing its importance in supporting their preservation efforts. Montgomery County's Department of Housing and Community Affairs has received ROFR notices for 22 buildings, or 3,619 units in 2023 alone. Additionally, in 2023, they preserved 2 properties, or 189 units through agreements not to convert affordable units as an alternative to the ROFR (Department of Housing and Community Affairs, 2024). These 2023 numbers show the large impact that the Right of First Refusal has had in a single year, proving to play a large role in housing preservation. More recently, the County Council has expanded upon this law, previously only allowing the county a right of first refusal that can then be passed on to a qualified entity, now amending the law to allow the county to defer these rights directly to a qualified entity. (Winston & Noonan, 2023). This creates a much more streamlined process, as one stakeholder explained, since the county previously needed capital to 'purchase' the property before immediately selling it to a qualified entity. Now, that entity can buy the property directly, better equipping developers to exercise this right. Additionally, the City of Rockville as well as Rockville Housing Enterprises were named as qualified entities, further streamlining the process for Rockville to exercise this right of first refusal instead of having to go through the county government.

The last policy that was mentioned by stakeholders as supportive of housing production and preservation is the county's Payment in Lieu of Taxes (PILOT) policy, which reduces or eliminates a development's property taxes in exchange for affordable units. This greatly reduces owners' costs, better equipping them to maintain affordability. Since affordable housing results in less cash flow for the owner, reducing costs in ways such as this are very simple yet efficient ways to better support affordable owners and developers, as well as increase the likelihood for long-term preservation. One stakeholder mentioned a big challenge to affordable housing

production being production costs that add up, such as property taxes, impact taxes, code requirements, etc. This policy combats that, and helps to lighten the burden on developers that are creating and preserving much needed affordable housing.

# Nonprofit Network

Another one of Montgomery County's biggest strengths that was mentioned by several stakeholders is its nonprofit network. Montgomery County is equipped with an unusually large nonprofit network. As a suburb of Washington, D.C. many Montgomery County residents work in the public or nonprofit sector, making it a very big industry. In Montgomery County, from 2007-2017, employment in the nonprofit sector grew 20.2%, while employment in the for-profit sector *decreased* by 3.1%, with the nonprofit industry having a higher employment than any for-profit industry in the county ("Interactive Data Dashboard," n.d.). This large support network of nonprofits has a huge impact in housing production. More organizations committed to affordable housing results in policies like the ones mentioned above working so much more effectively, as there is a much higher likelihood that someone is able to take advantage of them. Montgomery County's affordable housing-friendly policies, funding sources, and nonprofit network put the county in a great position to create and preserve affordable housing.

#### **Preservation Weaknesses**

#### **Funding**

As previously discussed, Montgomery County has robust support for affordable housing, with several funding sources, including separate funding specifically for preservation. While this is certainly a strength for the county, stakeholders still mentioned a lack of sufficient funding for preservation. It is worth noting that this is not an issue specific to Rockville or Montgomery

County, but a nationwide issue. Many claim that our country is currently in a housing crisis, with not enough homes or funding to build more homes ("Americans Recognize Housing Affordability Crisis...," 2024). A common sentiment shared by stakeholders is that 'there's never enough' when it comes to funding for affordable housing, but especially with respect to housing preservation. One of the issues that was mentioned was the fact that the 9% Low-Income Housing Tax Credit does not incentivize or support housing preservation. Maryland's Qualified Allocation Plan (QAP) does not have any incentives or set-asides for preservation specifically. The Low-Income Housing Tax Credit is the largest funding source for affordable housing, so this lack of support for preservation has a large impact on developers. Additionally, the 4% Tax Credit, which is a smaller subsidy, is a noncompetitive source of funding more commonly used for preservation. However, stakeholders shared that this is often not a sufficient amount of funding for preservation deals. The tax credit program is a federal program, and Maryland's QAP is written by the state government, so these issues are not a weakness of Rockville or Montgomery County. However, Maryland's lack of tax-credit funding for preservation can certainly inform local officials when creating new, local funding sources. As previously mentioned, Montgomery County has financial resources specifically for preservation, but it is important to emphasize that developers and planning officials still recognize a need for more robust financing.

# <u>Policies</u>

In addition to Montgomery County's funding sources, there are also several policies in place that support housing production and preservation. However, stakeholders also mentioned some drawbacks in terms of policies in place as well as policies that are lacking. One policy mentioned by multiple stakeholders was the rent stabilization law passed in the past few years,

which limits the increase of rents. This is obviously effective in slowing the increase in rents, which has certainly been an issue in Montgomery County's extremely high-income, high-cost market. However, the county's planning board has seen a noticeable decline in development applications, which in turn impacts the ability for developers to obtain financing. Additionally, less developments results in less new supply, which also decreases the amount of MPDUs that are being added to the housing stock. The rent stabilization policy is a conflicting one, as it slows drastic rent increases, but also has been seen to limit supply in the county according to early evidence. While this does not directly affect preservation, it is still very relevant to affordable housing production.

One of the most recurring issues mentioned by stakeholders was in regards to maintenance and rehabilitation issues. Both subsidized and NOAH stock are often facing issues of deferred maintenance and deteriorating buildings. One stakeholder cited the small landlord rehab program that used to be available in the county as a loss of a useful policy. Lack of funding for rehab was cited by several interviewees, with multiple explaining a 'sweet spot' for redeveloping NOAH units that are deteriorating. This 'sweet spot' is a time when an unsubsidized unit has enough deferred maintenance that it is time to be redeveloped as an MPDU property—but not so much deferred maintenance that it is too costly to rehabilitate. Developers sometimes find that, because most financing sources support new construction instead of preservation, that it sometimes makes more financial sense to knock down a building to construct a new one instead of rehabilitating the existing structure for a lower cost. This is because there is more funding for new construction, making this option more feasible despite being more expensive. This exemplifies a clear gap in policy that is affecting preservation in the area.

Another important point that was directly asked to all stakeholders interviewed, with very similar responses from all, was in regards to single-family zoning. While Montgomery County has significant funding and support for affordable housing production, the topic of single-family zoning is a contentious one. After an attempt by the county to upzone areas that were originally zoned as single-family, many residents and homeowners organized against it, pushing back in fear of their home values declining (Wiener, 2024). Despite this, however, the stakeholders interviewed all expressed clear views *against* single-family zoning, citing its exclusionary effects, racist history, and impediments to preservation. One developer shared that the cost of acquiring, rehabilitating, and preserving a single-family home as affordable is simply not worth it because of the high cost for just one unit. The problem with this is that single-family zoning prevents additional units to make preservation deals more feasible, which obviously limits the amount of units, then further driving up the cost of homes. This cycle continues, reinforcing the exclusionary nature of single-family zoning by reducing housing preservation and creating high cost homes that combine to limit the amount of less-wealthy individuals living in the community.

# Montgomery County Data Collection Efforts

One of the lessons learned from best practices around the country was the use of data collection and analysis, as seen in places like Chicago and Denver. A researcher and housing expert that was interviewed helped to qualify the importance of data in any jurisdiction. They explained that rehabilitating and preserving individual units and properties as they come on the market is somewhat helpful in protecting the housing stock, however, adequate data is required in order to take a more *systematic* approach to preservation. Without getting a holistic view of the local housing market, housing stock, and needs to preserve, one would be unable to successfully address the issues and needs of their local housing market. Interviews with county

officials involved in housing data collection noted the shortcomings of the county's data collection efforts. There is certainly housing data being collected in both Rockville's city government as well as Montgomery County, but it is relatively scattered. While data is being collected, it does not appear that there is a centralized or holistic view of the subsidized and unsubsidized stock in the area to best tailor future policies off of.

It should be emphasized that, while Montgomery County's data collection/analysis could be improved, it is also not entirely a weakness, as the county has still engaged in robust housing preservation data analysis. The Montgomery County Preservation study, published in 2020, is the most recent and relevant example. The preservation study included unit counts, of both subsidized and unsubsidized housing, for each AMI level and geographic area. The study took into account risk factors such as proximity to transit, ownership type, and building age. Alongside the unit counts, the study also projected the loss of unsubsidized (NOAH) units in the coming years (Montgomery County Preservation Study, 2020). This study is extensive and a very impressive data tool that helps to support housing preservation. It is important to note that a robust data collection system, especially one comparable to Chicago and Denver, is one that takes an incredible amount of resources, which is not necessarily feasible to Rockville or Montgomery County. The most important gaps in data collection for the City of Rockville are the lack of a centralized database. While more specific analyses of property-level data, market trends, and high-risk geographic areas will be incredibly beneficial, the biggest missing piece is simply tracking which subsidized properties are in the city and when their subsidies are expiring. Despite this, it is still important to emphasize the substantial work already being done, while also noting the drawbacks and limitations of the city and county's current data on housing.

# **Housing Stock and Rental Analysis Findings**

## Preservation Priority Table

For the data analysis of the current housing stock in Rockville, 4 factors are looked at:

Years until rental covenant expiration ('expiration years'), Owner Type, Total Affordable Units, and Proximity to Transit. Based on each factor, a certain number of 'Priority Points' is assigned to each property, meant to represent the general need or importance of preserving that property in the near future. For example, properties that are closer to transit, thus in higher-cost areas, get more priority points, since they are at a higher risk of loss. Similarly, properties that have over 50 affordable units get more priority points because of the larger loss of affordable homes if that property is not preserved. The way that points are assigned is shown below. It is important to note that these scoring systems are simplified, and are not meant to provide a clear ranking of priority among the properties, but instead give a general idea of each property's preservation need. This points system should not be used to compare properties to others (i.e. ranking) because it is not a precise system, but should be looked at individually to get a sense of the preservation risk.

Expiration Years	Priority Points		Owner Type	Priority Points
0-1	4	1	Nonprofit	0
2-5	3	ı	For-profit	1
6-10	2			
11-15	1			
16+	0			
Total Affordable Units	Priority Points	'	Prox. to Transit	Priority Points
1-10	0		mmediate	3
11-25	1		<1 miles	2

26-50	2	1-2 miles	1
51+	3	2+ miles	0

The preservation risk table (Appendix, Table 1) has three sections. The first section consists of the properties in Rockville that have affordable MPDUs. These units are required by the county when building housing developments, regardless of the developer. All of the MPDU properties have for-profit developers, which is 1 priority point across the list. The rest of the factors differ across buildings, and the total priority points are shown in the "Priority Level" column. Possible priority points range from 0-11, and each property on the list ranges from 4 to 8. Looking at each individual risk factor for a property will provide a more nuanced view of the preservation risk, as well as what is needed. The point system may give a rough idea of the risk level, but another use for this table is to provide a generalizable system to be formalized and replicated at the city level. A more extensively researched and tested preservation point system could be developed and applied to a database of properties, equipping the city government and developers with the information to adequately target properties.

The second section in the table consists of the Low-Income Housing Tax Credit properties. These properties are fully affordable, and owned by a variety of owners, including nonprofit organizations, for-profit organizations, and local housing authorities. The third section includes the city's market-rate affordable buildings, or naturally occurring affordable housing (NOAH). These buildings are affordable, but do not have a subsidy or rental covenant. For these last two sections, the full data seen in the first section was not available for these properties. So, a priority level is not assigned to them, but the owner type is listed, as well as the proximity to transit. For the proximity to transit, the darker shades of purple are associated with a closer proximity, and thus a higher preservation risk.

It is important to note that this table has limitations beyond the simple scoring system. The compiling of this list involved information from city officials as well as publicly available data. It is intended to be a complete list of affordable housing properties in the city, though there may be properties that were not included. However, this table is merely a starting point for what a preservation database in Rockville can look like.

## Market-Rate Rental Analysis

A simple market-rate rental analysis was conducted using the Rental Facility Survey, which is a survey conducted by the Montgomery County Government that collects rent levels for multifamily buildings. The data was filtered to only include Rockville, and the average rent level was compared to the 80% AMI rent level from 2016 to 2022 (2016 data was not available for the AMI rent). The graph representing this relationship (Appendix, Figure 1) shows a very close relationship between the market rent and AMI rent. The zoomed in graph (Appendix, Figure 2) shows that recent years have seen an increase in market rent above AMI rent, but not by a large factor. For the most part, the market rent and 80% AMI rent have stayed close together for the years shown.

Despite the fact that the market rent and AMI rent are close together, that does not necessarily mean that the rents in Rockville are affordable. This is because of the AMI in Rockville and the surrounding Montgomery County. Montgomery County has an unusually high median income, which obviously makes the 80% AMI rent also unusually high, even though it may not be affordable for low-income residents. In 2023, the median income for Montgomery County was \$100,044 (*Maryland Economy - Income*, n.d.). In Rockville, that number was even higher, at \$122,384 (*Montgomery County, Maryland - Census Bureau Profile*, n.d.). For comparison, the median household income for the neighboring Prince George's County in 2023

was \$57,096 (*Maryland Economy - Income*, n.d.). While these counties have very different demographic and economic makeups, this stark difference shows that lower-income families are prevalent in the area, but the higher costs associated with a higher-income county like Montgomery County discourage them from living there. This is the important point to note about this graph. While the 'affordable' and market-rent appear to be very close together, this does not necessarily make the market affordable to low-income renters because of the skew of such a high-income county like Montgomery County.

# **Recommendations**

After conducting interviews with relevant stakeholders as well as a data analysis of the current housing stock in Rockville, below are my three recommendations. The recommendations are presented in order of feasibility, with the first being the most feasible, and the third being the least feasible.

# Recommendation #1: Subsidized Housing Preservation Database and NOAH Assessment

My first recommendation is for the Rockville Department of Housing and Community Development to make a Subsidized Housing Preservation Database. This database would look similar to the data analysis table above, with each property as well as the preservation priority factors for each building (expiration date, # of units, proximity to transit, owner type). This is especially important for MPDUs, since they are a county requirement and thus more widespread. However, a robust, comprehensive database would include all of the subsidized properties in Rockville. This is very important in order to ensure targeted and effective preservation in the city. When interviewing an academic expert about the importance of data collection and tracking for preservation, they emphasized the need for data to achieve *systematic* preservation. They pointed out that preservation deals can be done as properties come on the market, but that is a slower, less effective approach. If the intention is systematic preservation—meaning preserving affordable housing across the jurisdiction, then an accurate, reliable data collection system is needed.

The feasibility of a data collection system can vary depending on the jurisdiction's needs.

The least feasible part of this is the fact that one or more staff members will need to be hired, and

resources will need to be dedicated to creating and maintaining this database. However, the database can be a simple model like the one seen in Table 1, or could be an extensive analysis conducted by experts. For example, Chicago's Preservation Compact includes a data arm, which is DePaul University's data analysis contribution. DePaul University's Institute for Housing Studies (IHS), which conducts extensive research on the city's housing stock, market trends, and any preservation challenges (Models for Affordable Housing Preservation | HUD USER, n.d.). One impactful report that IHS conducted was a study of the increased loss of two to four unit buildings, putting "increasing pressure on the city's available affordable housing stock" (IHS Technical Assistance, 2021). Studies like this enable the Preservation Compact to more effectively target areas, building sizes, or building types that are most at risk of being lost. Extensive data collection and analysis is often a very important aspect of successful preservation cases, and Chicago is just one example of where this success is seen.

For Rockville, this may include a subsidized housing database, as well a market analysis to get an understanding of the market-rate rents and any naturally occurring affordable housing (NOAH). It is important to also conduct a NOAH analysis, because these are also homes that are at risk of increasing costs, and thus in need of preservation. The database should cover both subsidized and unsubsidized housing, but the amount of resources and robustness assigned to the database is entirely up to the city government, and can include a wide range of complexity.

#### Recommendation #2: Revive Rehabilitation Loan Program with Montgomery County

My second recommendation based on my findings comes from the importance of rehabilitation in preservation. Many stakeholders—including developers—expressed one of the barriers to effective preservation being the need for rehabilitation. They explained that, while

Montgomery County is a high-resourced county, and rehabilitation is not as much of an issue as in other, lower-resourced jurisdictions, it is certainly still an impediment. Some form of rehabilitation is needed in almost all preservation deals, but capital is often not available to accommodate that. More than one stakeholder said that sometimes it makes more financial sense to knock down a building and construct a new one rather than rehabilitate it. This is not always because the building is too much in disrepair, though that is sometimes the case. Instead, stakeholders explained that even though rehabilitation would cost less, there is a lack of funding programs for that purpose, so it is more financially feasible to opt for the more expensive and less timely new construction because there is more funding available for those kinds of projects. This is especially concerning, especially for the preservation of naturally occurring affordable housing, as those are often in need of extensive rehabilitation. Not only is new construction more expensive and time consuming, but it also results in more carbon emissions and waste, which has detrimental environmental effects. There is a clear and stark gap in financing for rehabilitation, despite the fact that it is a required step in so many preservation projects.

The most obvious solution to this gap in funding is to create funding sources that address rehabilitation, either at the city or the county level. At the city level, the City of Rockville can pass legislation to create a program that provides funding for rehabilitation of subsidized and unsubsidized housing in exchange for continued affordability. Currently, not all, but most of the local affordable housing funding is through Montgomery County rather than Rockville. So, establishing a fund that would have a dedicated funding source to ensure continued capital is relatively infeasible. Instead, a collaborative advocacy effort with the Montgomery County government for a similar funding source could be more realistic. To increase feasibility even further, Rockville can look to funding that has already existed in the county. One stakeholder

cited the county's previous "Small Rehab Loan Program," which provided capital for rehabilitation of small, affordable buildings. This program is no longer active, and unfortunately there is not much public information available about the program. However, one of the most feasible ways that Rockville can increase funding for rehabilitation would be to collaborate with the county and other stakeholders to advocate for the reviving of this program. There is clearly a stark gap in funding for rehabilitation, and to promote more cost-efficient preservation of affordable housing, this gap needs to be filled with much-needed capital for developers.

#### Recommendation #3: Build Upon an Affordable Housing Preservation Network

One very effective way of preserving affordable housing, as seen in the literature on best practices, is through a network of stakeholders. Cases such as the Chicago Preservation Compact and Denver's Mile High Connects Program show the value of collaboration between stakeholders in preserving at-risk affordable housing. This could be similarly replicated in Rockville, and while Chicago and Denver have considerably more resources, the main idea of collaboration still translates. Collaboration in Rockville could be supported through the creation of a 'Rockville Preservation Network,' which would be made up of nonprofit developers, city officials, planning board members, contractors, and other stakeholders relevant to Rockville affordable housing. Also, this recommendation of a preservation network builds upon the previous two recommendations. The basis for a preservation network, as seen in these best practices, is effective data collection and adequate funding sources. This basis gives the preservation network the leverage to identify buildings in need of preservation, identify organizations that want to preserve those buildings, and coordinate funding to achieve that. The effectiveness of the network comes from the increased communication between stakeholders in

the housing process. Local government officials, housing developers, housing contractors, and other stakeholders all specialize in a different part of the process, so easy and efficient communication between these entities allows for information sharing and more streamlined development. Moreover, when a property is identified as high-risk and in need of preservation, having all relevant stakeholders as part of one network allows for easy communication of that need, and a quick and efficient response. Affordable housing development is quite a long process, but affordable housing preservation is often an urgent need. This conflict is mediated by an efficient preservation network, which is why it is seen as such an effective solution.

The biggest drawback of a preservation network is certainly feasibility. The creation of a preservation network from the ground up would require a lot of resources, including staffing, logistics, outreach, convening of stakeholders, and other operational requirements. A more feasible option could involve building upon existing networks in the area, such as the Montgomery Housing Alliance (MHA). MHA is similar to a preservation network, as it is a group of affordable housing stakeholders in the county committed to common policy goals, one of which being housing preservation. MHA does support stakeholders through capacity building, but also involves advocacy work, and does not include a preservation database. Additionally, Montgomery County's Housing Opportunities Commission is a member, but Rockville Housing Enterprises is not. While MHA differs from what a network like Chicago's Preservation Compact may look like, the mission and goals are similar. So, a more feasible solution than creating a preservation network could be to take the previous two recommendations of increasing funding capacity and data collection, and apply that to the existing MHA network with the City of Rockville as a member. While this may increase feasibility because of the existing organization, it may still be infeasible because Rockville is not associated with MHA. This

would require a partnership between Rockville and MHA, as well as an interest in creating a partnership with the City of Rockville, which is not known. Both the creation of a preservation network or the partnership with an existing network are less feasible than the previous recommendations because of the needed capacity and resources, but are a very effective way to ensure systematic preservation of affordable housing.

# **Conclusions**

Affordable housing preservation in Rockville, Maryland, when compared to other jurisdictions around the country, has seen above average success, especially in recent years. The combination of the longstanding MPDU program ensuring continued supply of units, supportive county and local governments providing adequate funding for housing, and an abnormally robust network of nonprofit support in the county contribute to this success. This has equipped developers in the county to produce a large number of affordable units, with some developers focusing specifically on preservation. Despite this, there are certainly impediments to preservation in the county. Stakeholders shared several issues, including lack of funding for preservation or rehabilitation, lack of adequate data on affordable properties, and the unusually high median income in the county resulting in higher costs of housing production.

Despite these issues, there are several policy solutions that can address these issues. Data collection is very important, and can be implemented at the local level to track properties in need of preservation. Additionally, funding dedicated to preservation or rehabilitation will ensure programs specifically target preservation. Lastly, the importance of a network of stakeholders can not be emphasized enough, as clear communication, adequate information and resource sharing, and support are some of the most effective ways to preserve affordable housing.

Preservation is much less effective when done on a property-by-property basis, and instead should be done through a *systematic* approach, which engages all relevant stakeholders, tracks property data across the city, and works to ensure that properties in need of preservation go through the correct path to achieve that.

# Appendix

Figure 1: Rent Level Graph

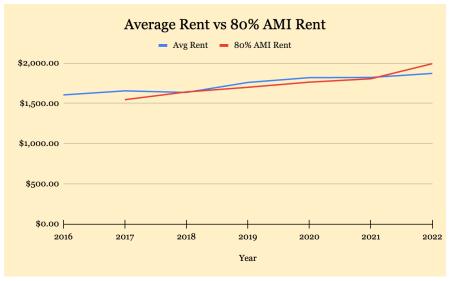
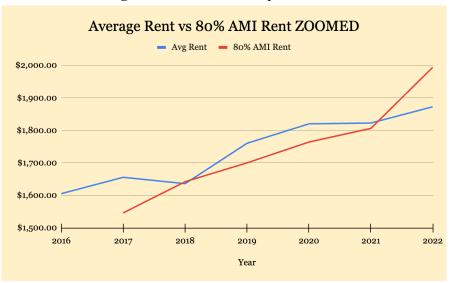


Figure 2: Rent Level Graph Zoomed



**Table 1: Preservation Priority Table** 

		Risk Priority	Expiration			
MPDU Property	Address	Level	Years	Owner Type	Total MPDUs	Proximity to Transit
The Galvan	1801 Chapman Avenue	7	21	For-Profit	54	Immediate
Bainbridge Shady Grove Metro	15955 N. Frederick Road, Rockville, MD	7	21	For-Profit	63	Immediate
Post at Falls Grove	102 Fallsgrove Blvd, Rockville, MD	5	7	For-Profit	44	3 miles
Camden at Falls Grove	719 Fallsgrove Drive, Rockville, MD	5	9	For-Profit	35	3 miles
The Stories at Congressional Plaza	1620 E. Jefferson Street, Rockville, MD	5	9	For-Profit	22	1 mile
Fenestra at Town Square	20 Maryland Avenue, Rockville, MD (241+142+109) Total 492	8	10	For-Profit	73	0.5 miles
Residences at Congressional Village	198 Halpine Road, Rockville, MD	8	9	For-Profit	52	0.4 Miles
Rollins Ridge	130 Rollins Avenue, Rockville, MD	5	13	For-Profit	15	0.4 Miles
Westchester at Rockville Station	100 1st Street, Rockville, MD	5	14	For-Profit	29	1 mile
The Alaire	1101 Higgins Place, Rockville, MD	6	15	For-Profit	42	0.3 Miles
Mira Upper Rock I	70 Upper Rock Circle, Rockville, MD	4	17	For-Profit	35	1.5 Miles
The Terano	5720 Fisher Lane, Rockville, MD	5	20	For-Profit	32	0.3 Miles
The Upton I/Blvd Forty Four	44 Maryland Avenue, Rockville, MD	5	21	For-Profit	40	0.4 Miles
The Flats at Shady Grove	1380 Piccard Drive, Rockville, MD	4	22	For-Profit	26	1.7 Miles
The Metropolitan	255 North Washington St., Rockville, MD	5	23	For-Profit	42	0.4 Miles
The Escher	1900 Chapman Avenue, Rockville, MD	6	23	For-Profit	48	Immediate
Kanso Twinbrook	12503 Ardennes Avenue	5	26	For-Profit	30	0.4 Miles
The Main Street Apartments (Tax Credit)	50 Monroe Place, Rockville	7	25	For-Profit	53	Immediate

Brightview at Town Center	285 N. Washington Street		4 23 For-Profit
The Milton	850 Festival St.		'
LIHTC Properties	Address	Owner Type	Proximity to Transit
Bealls Grant Apartments	254 N Washington St	Nonprofit	0.5 mile
Bethany House	199 Rollins Ave	Nonprofit	0.5 mile
David Scull Courts	1301 First st	Housing Authority	1.2 miles
Heritage House	95 Dawson ave	Nonprofit	0.6 miles
Parkside Landing	735 Monroe st	Housing Authority	0.8 miles
Residences on the lane	2 Helen Heneghan Way	Housing Authority	Immediate
Scarbourough Square	438 College Parkway	Housing Authority	1.6 miles
The Fields of Rockville	600 Mt Vernon Place	For-Profit	0.6 miles
ROCKVILLE COMMONS	401 BLANDFORD ST	n/a	0.4 Miles
Market-Rate Affordable Housing (NOAH)	Address	Owner Type	Proximity to Transit
Huntington at King Farm	81 Elmcroft Blvd	For-Profit	0.7 miles
Wood Edge	14001 Cove Lane, Rockville, MD	For-Profit	1.7 miles
The Residences at King Farm	105 King Farm Blvd	For-Profit	0.5 miles
The Congressional Tower	261 Congressional Lane	For-Profit	0.9 miles
Woodmont Park	1001 Rockville Pike	For-Profit	1.2 miles
Center Gate at King Farm	801 Elmcroft blvd	For-Profit	0.7 miles
The Villas at Rockville	1699 Yale Place	For-Profit	1.7 miles

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MAYOR AND COUNCIL Meeting Date: June 16, 2025
Agenda Item Type: CONSENT
Department: IT

Responsible Staff: BENITA KOCH

#### Subject

Award and authorize the City Manager to Execute a Rider Agreement for the purchase of comprehensive technical support services with DSI (DISYS Solutions Inc.) of Ashburn, VA to renew the City's expiring support agreement for a wide range of support services, including hardware replacement, software updates, technical assistance, and proactive diagnostics, required to maintain functionality of the City's productional network, security and telecommunications infrastructure in an amount not to exceed \$1,190,015.26.

#### **Department**

IT

#### Recommendation

Staff recommends the Mayor and Council award and authorize the City Manager to Execute a Rider Agreement for the purchase of various hardware, software, support, and professional services with DSI (DISYS Solutions Inc.) of Ashburn, VA to renew the City's expiring technical support services, required to maintain functionality of the City productional network, security, and telecommunications infrastructure in an amount not to exceed \$1,190,015.26.

#### **Discussion**

This contract award will enable the City to continue offering secure network, security, and telecommunications services to all city staff and the public and is required to maintain functionality of City's IT infrastructure.

#### **Mayor and Council History**

This is the first time this item has been brought before the Mayor and Council.

#### **Procurement**

This purchase rides the University of Virginia, Virginia Higher Education Procurement Consortium (VHEPC) contract UVA-AGR-IT-000183-DISYS. The University conducted a competitive procurement for these goods and services.

The Rockville City Code Sec. 17-71. - *Cooperative procurement authorized* states at subsection (b): "The City may contract with any contractor who offers goods, services, insurance, or construction on the same terms as provided other state or local governments or agencies thereof who have arrived at those terms through a competitive procurement procedure similar to the procedure used by the City."

The Virginia Higher Education Procurement Consortium (VHEPC) issued a Request for Proposal (RFP) for broad range of technology products, services and solutions, including Smartnet technical support services. On February 28, 2020, VHEPC awarded a contract to DISYS Solutions, Inc. to provide Smartnet services with a contract term through December 31, 2025, with two (2) two-year renewal options.

DISYS Solutions, Inc. is offering the Smartnet services on the same terms as provided in the VHEPC Contract UVA-AGR -IT-000183-DISYS. The services are being offered on these same terms even if the City Agreement extends beyond the term of the VHEPC Contract.

In accordance with Rockville City Code, Section 17-39(a), Awarding Authority, all contracts involving more than two hundred fifty thousand dollars (\$250,000.00) shall be awarded by the Council.

DISYS Solutions, Inc. is a non-Minority, Female, Disabled or Veterans (non-MFD-V) business.

To view draft contract, please see Attachment 1.

To view quote, please see Attachment 2.

To view all contract documents, click link below: https://www.swisstransfer.com/d/e21361e9-f241-428f-a75d-5cc13c0a5cf9

# **Fiscal Impact**

Sufficient appropriations will be available in the FY 2026 Operating budget for this renewal within the IT Voice Communications and IT Security divisions as of July 1, 2025. The first-year cost is \$396,671.25 with two one-year renewal options at the same annual cost. All future appropriations are subject to Mayor and Council approval.

#### **Next Steps**

Upon Mayor and Council approval, the Procurement Division will complete the execution of the Rider Agreement with DSI (DISYS Solutions Inc.) for the purchase of technical support services.

# **Attachments**

Attachment 1 - Draft \_DISYS Solutions Smartnet Rider Contract 2025\_COR accepted edits 6.3.25 rev 6-5-2025, Attachment 2 - CISCO16744H- 3 year (Annual Payments)\_3



# CITY OF ROCKVILLE RIDER CONTRACT

This CITY OF ROCKVILLE, MARYLAND RIDER CONTRACT (this "Rider Contract") is, made this \_\_\_day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, a body politic and municipal corporation of the State of Maryland (the "Mayor and Council" or "City"), acting through its City Manager, and DISYS Solutions, Inc., a Virginia Corporation having its local business address at 44670 Cape Court, Suite 100, Ashburn, VA 20147 (the "Contractor" or "DISYS"). Individually, the Mayor and Council and Contractor may each be referred to hereinafter as the "Party," or collectively as the "Parties."

#### **RECITALS**

- 1. The University of Virginia, on behalf of Virginia Higher Education Procurement Consortium, ("VHEPC") issued Request for Proposal RFP-UVA-00011-MW082019 ("VHEPC RFP") for broad range of technology products, services and solutions, including Smartnet technical support services ("Smartnet").
- 2. In February of 2020, Contractor submitted its responsive proposal to the VHEPC RFP.
- **3.** On February 28, 2020, VHEPC and Contractor entered into a contract ("VHEPC Contract") to provide Smartnet at the price and terms agreed to in the VHEPC Contract #UVA-AGR-IT-00183-DISYS. The VHEPC Contract is attached as "Attachment A".
- **4.** The term of the VHEPC Contract is through December 31, 2025, with two two-year renewal options.
- **5.** Because the City has determined that the City needs precisely the Smartnet services which have been provided by Contractor to VHEPC, the City Manager has recommended entering into this Rider Contract to obtain these services at the price provided to VHEPC under substantially the same terms as provided to VHEPC.
- **6.** Pursuant to Rockville City Code Sec. 17-71(b), the Mayor and Council is authorized to "contract with any contractor who offers . . .services . . . on the same terms as provided other state or local governments or agencies thereof who have arrived at those terms through a competitive procurement procedure similar to the procedure used by the City."
- 7. The Contractor has agreed to provide the Mayor and Council Smartnet to be used by the City at the price contained in the VHEPC Contract.
- 8. The Smartnet equipment will be provided to the City before the expiration of the first term of 1 | P a g e

CITY OF ROCKVILLE, MD RIDER CONTRACT

Mayor and Council of Rockville
DISYS Solutions, Inc.
Approved on Agenda on \_\_\_\_, \_2025

the VHEPC Contract.

- **9.** Any subsequent payments from the City after the first payment made to the Contractor that may extend beyond the expiration of the first term of the VHECP Contract, and any renewals, will, pursuant to the quote from Contractor, be at the price and under the terms of the VHEPC Contract.
- 10. The Parties agree that the terms and conditions set forth in the VHEPC Contract have been incorporated herein except to the extent expressly modified herein. All modifications to the VHEPC Contract have been summarized in this Rider Contract. Where the terms of this Rider Contract vary from the terms and conditions of the VHEPC Contract, the terms and conditions of this Rider Contract shall prevail.

**NOW, THEREFORE, IN CONSIDERATION** of the foregoing and the covenants, warranties and Contracts 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:

#### **TERMS OF CONTRACT**

#### I. INCORPORATION OF RECITALS

The foregoing recitals above are an integral part of this Rider Contract and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Rider Contract. Accordingly, the foregoing recitals above are fully incorporated into this Rider Contract by this reference as if fully set forth herein.

- II. Notwithstanding the requirements that the VHEPC Contract is fully binding on the Parties; the Parties have agreed to modify certain provisions of the VHEPC Contract as applied to the Mayor and Council. Changes are made to the following areas of the VHEPC Contract:
  - A. All references in the VHEPC Contract to "The Rector and Visitors of the University of Virginia" and "University" and "VHEPC" have been revised to refer to the Mayor and Council, the City of Rockville, or the City of Rockville's Purchasing Agent ("Purchasing Agent"), as appropriate for the context.
  - **B.** The City has authorized a not-to-exceed amount of \$396,671.75 annually with the term of this Rider Contract beginning from the Effective Date for the next Three (3) years with an effective end date of June 30, 2028. This payment will be at the price set forth in the VHEPC Contract, which the Contractor has agreed to provide the City through the term of this Rider Contract regardless of whether the Rider Contract term extends beyond the term of the VHEPC Contract, including any renewals or extensions of the VHEPC Contract.
  - **C.** Payment shall be invoiced and paid as set forth in the Additional Provisions below.

- **D.** The schedule of performance for this Rider Contract is as follows:
  - a) This is a contract for purchase of Smartnet technical support services.
  - b) Deliverables per DISYS Quote # CISCO16744H ("Quote").
  - c) Total amount for all Cisco Smartnet services for Three (3) years is \$1,190,015.26 which is at a price that is contained in the VHECP Contract and that will be honored even if the VHEPC Contract expires before the City's Rider Contract.

#### III. ADDITIONAL PROVISIONS

# A. <u>Term, Payment Terms and Conditions.</u>

The term of this Rider Contract is from the Effective Date for the next Three (3) years through December 31, 2028.

The City agrees to pay the Contractor a sum not-to-exceed NTE \$396,671.75 annually pursuant to Terms of Contract Section II B above.

The City expects all vendors to provide year over year cost reduction recommendations. Should any of the Smartnet prices have cost efficiencies that can be implemented, Contractor agrees to implement such efficiencies and update these prices accordingly.

Price decreases are acceptable at any time, need not be verifiable, and are required should Contractor experience a decrease in costs associated with the execution of the contract.

Should the Contractor be able to offer additional discounts based on the quantity and scope of the order, Contractor shall offer those to the City.

The Contract Administrator shall make payment upon proper application by the Contractor for payment for Smartnet.

The invoice, with the Purchase Order number referenced, shall be directed to:

City of Rockville

Attn: Donnie Johnson 240-314-8161 djohnson@rockvillemd.gov

Contractor may choose to use the City's ACH Payment Process.

Contractor shall submit the invoice printed on Contractor letterhead, dated, and

signed; each deliverable must be identified separately with the associated amount due. The invoices can be submitted via email. The Contract Administrator will verify Smartnet was received from Contractor before authorizing payment.

The Mayor and Council will not pay in excess of the amounts approved. Contractor's submission of invoices exceeding these amounts will be rejected.

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

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

#### B. Insurance.

# MANDATORY REQUIREMENTS FOR INSURANCE

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

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

5			
6	i. Professional Liability	Each Claim /Aggregate: \$1,000,000	

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

#### POLICY CANCELLATION

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

#### ADDITIONAL INSURED

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

#### SUBCONTRACTORS

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

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

C. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Contractor and the Mayor and Council shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) 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 (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the Mayor and Council: City of Rockville

111 Maryland Avenue Rockville, Maryland 20850

Attention: Sara Taylor-Ferrell, City Clerk

Email: SFerrell@rockvillemd.gov

Telephone: (240) 314-8283

With a Copy to: Robert E. Dawson, City Attorney

Email: <u>RDawson@rockvillemd.gov</u>

Telephone: (240) 314-8150

Jeff Mihelich, City Manager

Email: JMichelich@rockvillemd.gov

Telephone: (240) 314-8102

To the Contractor: Theresa Suwal

DISYS Solutions, Inc.

(571)707-3609

Theresa.Suwal@dsitech.com

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.

- **D.** <u>Interpretation</u>. The terms of this Rider Contract shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Rider Contract or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Rider Contract.
- **E.** <u>Indemnification</u>. The Contractor shall indemnify the Mayor and Council in the same manner and to the same extent as is stated in VHEPC Contract; Attachment A: General Contractual Provisions; Section O.
- F. Sensitive Documents. Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all

sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:

https://www.rockvillemd.gov/DocumentCenter/View/36407/IT-ACCESS-CONFIDENTIALITY-POLICY?bidId=

- **G.** Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Mayor and Council shall be personally liable to the Contractor in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Contractor or its successors or assigns or on any obligation under the terms of this Rider Contract.
- **H.** No Waiver of Sovereign Immunity by Mayor and Council. Notwithstanding any other provisions of this Rider Contract to the contrary, nothing in this Rider Contract nor any action taken by the Mayor and Council pursuant to this Rider Contract nor any document which arises out of this Rider 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.
- **I.** No Third-Party Beneficiaries. No provision of this Rider 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.
- **J. Equal Opportunity Employment.** Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If Contractor fails to comply with nondiscrimination clauses of this 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.

- K. Severability. If any term, provision, covenant, or condition of this Rider Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Rider 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 Rider Contract. In the event that all or any portion of this Rider Contract is found to be unenforceable, this Rider 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 Rider Contract or that portion which is found to be unenforceable.
- L. Authority of the City Manager in Disputes. Any dispute concerning a question of fact arising under the Contract signed by the City and the Contractor which is not disposed of by this Contract shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the Contract. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.
- M. <u>Governing Law.</u> This Rider Contract shall be construed in accordance with and governed by the laws of the State of Maryland. The exclusive venue for litigation shall be Montgomery County. If the Parties are not able to resolve disputes directly with each other, the Parties may, prior to litigation, attempt to resolve any disputes that arise out of this Rider Contract through mediation before a mutually acceptable mediator.
- N. Entire Contract, Waivers and Amendments. This Rider Contract integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous Contracts between the Parties. All waivers of the provisions of this Rider 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.

- **O.** <u>Language Construction</u>. The language of each and all paragraphs, terms and/or provisions of this Rider Contract, 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 Rider Contract.
- **P.** <u>Time of the Essence</u>. Time is of the essence in the performance of this Rider Contract.
- **Q.** <u>Counterparts</u>. This Rider 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.

[Signatures and acknowledgments appear on the following pages]

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

	MAYOR AND COUNCIL						
Approved as to form:	THE MAYOR AND COUNCIL OF ROCKVILLE, a body corporate and municipal corporation of the State of Maryland						
Robert E. Dawson, City Attorney	By:  Jeff Mihelich, City Manager						
<u>CONTRACTOR</u>							
DISYS SOLUTIONS, INC.							
a Virginia corporation							
Ву:							
Vinu Luthra, COO							



DISYS Solutions Inc 44670 Cape Court, Suite 100 Ashburn, VA 20147 Phone: 1-888-286-3896 Fax: 1-800-601-2944 http://www.dsitech.com Company: City of Rockville
Contact: Benita Koch
Quote: CISCO16744H
Date 5/22/2025

Smartnet 3-Year Renewal Option

Product Number	Last Date of Support	PAK/Serial Number	Instance Number	Category	Major/Mino	Service Level	SKU	Target Contract Number	Start Date	End Date	Quantity	Unit List Price	Prorated List Price	Customer's Price
WS-C2960X-24PD-L	Capport	FOC1743S2HK	1471404736	NET	Major	SNT	CON-SNT-WSC604DL	202470955	01-Jul-202			1 \$402.60	\$940.87	\$865.6
NS-C3850-48F-E		FOC1746U05R	1491345083	NET	Major	SNTP	CON-SNTP-WSC388FE	95669891	01-Jul-202			1 \$3,875.63	\$1,306.03	\$1,201.5
NS-C3850-48F-E		FOC1746X0BC	1491345210	NET	Major	SNTP	CON-SNTP-WSC388FE	95669891	01-Jul-202			1 \$3.875.63	\$1,306.03	\$1,201.5
NS-C2960XR-24TS-I		FDO1811B0KZ	1525969915	NET	Major	SNT	CON-SNT-WS296X24	95669891	01-Jul-202			1 \$427.97	\$1,000.16	\$920.1
ISR4451-X/K9		FTX1903AJCN	1622594442	NET	Major	SNTP	CON-SNTP-ISR45XK9	95669891	01-Jul-202			1 \$6,261.16		
ISR4451-X/K9		FTX1903AJCM	1622594648	NET	Major	SNTP	CON-SNTP-ISR45XK9	95669891	01-Jul-202			1 \$6,261.16		\$17,280.8
WS-C2960X-24PD-L		FCW1902A575	1638169980	NET	Major	SNT	CON-SNT-WSC604DL	95669891	01-Jul-202			1 \$402.60	\$940.87	\$865.6
WS-C2960X-24PD-L		FOC1902S1R7	1638429378	NET	Major	SNT	CON-SNT-WSC604DL	95669891	01-Jul-202			1 \$402.60	\$940.87	\$865.6
WS-C2960X-24PD-L		FCW1902A4UR	1638538635	NET	Major	SNT	CON-SNT-WSC604DL	95669891	01-Jul-202			1 \$402.60	\$940.87	\$865.6
WS-C2960X-24PD-L		FCW1902A4UF	1638538660	NET	Major	SNT	CON-SNT-WSC604DL	95669891	01-Jul-202			1 \$402.60	\$940.87	\$865.6
N5K-C5672UP		FOC1850R0EX	1638974015	NET	Major	SNTP	CON-SNTP-5672UP	95669891	01-Jul-202			1 \$4.961.31	\$4.553.53	\$4,189.2
N5K-C5672UP		FOC1850R0F9	1638974415	NET	Major	SNTP	CON-SNTP-5672UP	95669891	01-Jul-202			1 \$4,961.31	\$4,553.53	\$4,189.2
N2K-C2232T8F-E	31-May-2026		1639241129	NET	Major	SNTP	CON-SNTP-2232T8FE	95669891	01-Jul-202			1 \$0.00	\$0.00	\$0.0
N2232TP-E-FA-BUN		SSI184904AK	1639241136	NET	Minor	SNTP	CON-SNTP-2232TEFA	95669891	01-Jul-202			1 \$778.00	\$196.10	
N2K-C2232T8F-E	31-May-2026		1639253758	NET	Major	SNTP	CON-SNTP-2232T8FE	95669891	01-Jul-202			1 \$0.00	\$0.00	\$0.00
N2232TP-E-FA-BUN		SSI184609MW	1639253761	NET	Minor	SNTP	CON-SNTP-2232TEFA	95669891	01-Jul-202			1 \$778.00	\$196.10	\$180.41
N2K-C2232T8F-E	31-May-2026		1639253784	NET	Major	SNTP	CON-SNTP-2232T8FE	95669891	01-Jul-202			1 \$0.00	\$0.00	\$0.00
N2232TP-E-FA-BUN		SSI184900EL	1639253785	NET	Minor	SNTP	CON-SNTP-2232TEFA	95669891	01-Jul-202			1 \$778.00	\$196.10	\$180.4
N2K-C2232T8F-E	31-May-2026		1639253808	NET	Major	SNTP	CON-SNTP-2232T8FE	95669891	01-Jul-202			1 \$0.00	\$0.00	\$0.0
N2232TP-E-FA-BUN		SSI184900EG	1639253809	NET	Minor	SNTP	CON-SNTP-2232TEFA	95669891	01-Jul-202			1 \$778.00	\$196.10	\$180.4
WS-C4500X-16SFP+		JAE190508AG	1639317956	NET	Major	SNTP	CON-SNTP-WSC16SFX	95669891	01-Jul-202			1 \$3,014.00	\$1,015.68	\$934.43
WS-C3850-48F-S		FOC1905X1FB	1640157030	NET	Major	SNTP	CON-SNTP-WSC388FS	95669891	01-Jul-202			1 \$2,465.20	\$830.74	\$764.28
WS-C3850-48F-S		FCW1905C1CS	1640157212	NET	Major	SNTP	CON-SNTP-WSC388FS	95669891	01-Jul-202			1 \$2,465,20	\$830.74	\$764.28
WS-C3850-48F-S		FCW1906C1JS	1640157373	NET	Major	SNTP	CON-SNTP-WSC388FS	95669891	01-Jul-202			1 \$2,465,20	\$830.74	\$764.28
WS-C3850-48F-S		FOC1906X1FB	1640157498	NET	Major	SNTP	CON-SNTP-WSC388FS	95669891	01-Jul-202			1 \$2,465.20	\$830.74	\$764.28
WS-C3850-48F-S		FOC1905X1F5	1640286123	NET	Major	SNT	CON-SNT-WSC388FS	95669891	01-Jul-202			1 \$1,540.62	\$519.17	\$477.64
WS-C3850-48F-S		FOC1906X1G8	1640286583	NET	Major	SNTP	CON-SNTP-WSC388FS	95669891	01-Jul-202			1 \$2,465.20	\$830.74	\$764.28
C6807-XL-S2T-BUN		SMC1903001Q	1643458017	NET	Major	SNTP	CON-SNTP-6807S2TB	95669891	01-Jul-202			1 \$12,760.00	\$4.299.95	\$3.955.95
C6807-XL-S2T-BUN		SMC19030018	1643517061	NET	Major	SNTP	CON-SNTP-6807S2TB	95669891	01-Jul-202			1 \$12,760.00	\$4,299.95	\$3,955.95
WS-C2960XR-24TS-I		FDO1915I0AR	1679287716	NET	Major	SNT	CON-SNT-WS296X24	95669891	01-Jul-202			1 \$427.97	\$1,000.16	
CP-8845-K9=		PUC193906PM	1740622430	TEL	Major	SNT	CON-SNT-P8NK94N7	202204205	01-Jul-202			1 \$48.00	\$144.00	\$132.48
CP-8845-K9=		PUC193906QI	1740622453	TEL	Major	SNT	CON-SNT-P8NK94N7	202204205	01-Jul-202			1 \$48.00	\$144.00	\$132.48
CP-8845-K9=		PUC193906XE	1740622464	TEL	Major	SNT	CON-SNT-P8NK94N7	202204205	01-Jul-202			1 \$48.00	\$144.00	\$132.48
CP-8845-K9=	31-Jul-2029	PUC1939044K	1740622512	TEL	Major	SNT	CON-SNT-P8NK94N7	New	9-Apr-202			1 \$48.00	\$154.92	\$142.53
CP-8845-K9=		PUC193904KV	1740622523	TEL	Major	SNT	CON-SNT-P8NK94N7	202204205	01-Jul-202			1 \$48.00	\$144.00	\$132.48
CP-8845-K9=		PUC193906OJ	1740622537	TEL	Major	SNT	CON-SNT-P8NK94N7	202204205	01-Jul-202			1 \$48.00	\$144.00	\$132.48
CP-8845-K9=	31-Jul-2029	PUC193906RK	1740622550	TEL	Major	SNT	CON-SNT-P8NK94N7	202204205	01-Jul-202	5 30-Jun-2028	3	1 \$48.00	\$144.00	\$132.48
CP-8845-K9=		PUC193906TM	1740622566	TEL	Major	SNT	CON-SNT-P8NK94N7	202204205	01-Jul-202			1 \$48.00	\$144.00	\$132.48
CP-8845-K9=		PUC193906PQ	1740622583	TEL	Major	SNT	CON-SNT-P8NK94N7	202204205	01-Jul-202			1 \$48.00	\$144.00	\$132.48
CP-8845-K9=		PUC193906YC	1740622591	TEL	Major	SNT	CON-SNT-P8NK94N7	202204205	01-Jul-202			1 \$48.00	\$144.00	\$132.48
CP-8845-K9=		PUC193906YG	1740622601	TEL	Major	SNT	CON-SNT-P8NK94N7	202204205	01-Jul-202			1 \$48.00	\$144.00	\$132.48
CP-8845-K9=		PUC193906YO	1740622612	TEL	Major	SNT	CON-SNT-P8NK94N7	New	9-Apr-202			1 \$48.00	\$154.92	\$142.53
CP-8845-K9=		PUC194603Y3	1740623121	TEL	Major	SNT	CON-SNT-P8NK94N7	New	9-Apr-202			1 \$48.00	\$154.92	
CP-8845-K9=	31-Jul-2029	PUC19380E4H	1740623145	TEL	Major	SNT	CON-SNT-P8NK94N7	New	9-Apr-202		3	1 \$48.00	\$154.92	\$142.5
CP-8845-K9=	31-Jul-2029	PUC19380E5O	1740623323	TEL	Major	SNT	CON-SNT-P8NK94N7	New	9-Apr-202	5 30-Jun-2028	3	1 \$48.00	\$154.92	\$142.53
CP-8845-K9=		PUC193906YH	1740623654	TEL	Major	SNT	CON-SNT-P8NK94N7	New	9-Apr-202			1 \$48.00	\$154.92	\$142.5
CP-8845-K9=	31-Jul-2029	PUC193906HO	1740623689	TEL	Major	SNT	CON-SNT-P8NK94N7	New	9-Apr-202	5 30-Jun-2028	3	1 \$48.00	\$154.92	\$142.5
CP-8845-K9=		PUC193906O7	1740623799	TEL	Major	SNT	CON-SNT-P8NK94N7	New	9-Apr-202			1 \$48.00	\$154.92	
CP-8845-K9=		PUC1939046U	1740624246	TEL	Major	SNT	CON-SNT-P8NK94N7	New	9-Apr-202			1 \$48.00	\$154.92	\$142.53
CP-8845-K9=		PUC19390493	1740625589	TEL	Major	SNT	CON-SNT-P8NK94N7	New	9-Apr-202			1 \$48.00	\$154.92	\$142.5
CP-8845-K9=		PUC193904MV	1740625778	TEL	Major	SNT	CON-SNT-P8NK94N7	New	9-Apr-202			1 \$48.00	\$154.92	\$142.5
CP-8845-K9=		PUC19380AX9	1740626120	TEL	Major	SNT	CON-SNT-P8NK94N7	New	9-Apr-202			1 \$48.00	\$154.92	\$142.5
CP-8845-K9=		PUC194602ZG	1740626279	TEL	Major	SNT	CON-SNT-P8NK94N7	New	9-Apr-202			1 \$48.00	\$154.92	\$142.5
CP-8845-K9=		PUC1946030L	1740626313	TEL	Major	SNT	CON-SNT-P8NK94N7	New	9-Apr-202			1 \$48.00	\$154.92	\$142.5
CP-8845-K9=		PUC194603QX	1740626424	TEL	Major	SNT	CON-SNT-P8NK94N7	New	9-Apr-202			1 \$48.00	\$154.92	\$142.5
CP-8845-K9=		PUC194505DS	1740626521	TEL	Major	SNT	CON-SNT-P8NK94N7	New	9-Apr-202			1 \$48.00	\$154.92	\$142.5
CP-8845-K9=		PUC194603Y0	1740626588	TEL	Major	SNT	CON-SNT-P8NK94N7	New	9-Apr-202			1 \$48.00	\$154.92	\$142.5
CP-8865-K9=	0.00.2020	PUC194103T1	1741936609	TEL	Major	SNT	CON-SNT-P8TK96T9	95669949	01-Jul-202			1 \$65.00	\$195.00	
CP-8865-K9=		PUC194103U3	1741936628	TEL	Major	SNT	CON-SNT-P8TK96T9	95669949	01-Jul-202			1 \$65.00	\$195.00	\$179.4

CP-8865-K9=	PUC194103V3	1741936641	TEL	Major	SNT	CON-SNT-P8TK96T9	95669949	01-Jul-2025	30-Jun-2028	1	\$65.00	\$195.00	\$179.40
CP-8865-K9=	PUC1941040S	1741936649	TEL	Major	SNT	CON-SNT-P8TK96T9	95669949	01-Jul-2025	30-Jun-2028	1	\$65.00	\$195.00	\$179.40
CP-8865-K9=	PUC1941046B	1741936683	TEL	Major	SNT	CON-SNT-P8TK96T9	95669949	01-Jul-2025	30-Jun-2028	1	\$65.00	\$195.00	\$179.40
CP-8865-K9=	PUC1942065T	1741936696	TEL	Major	SNT	CON-SNT-P8TK96T9	95669949	01-Jul-2025	30-Jun-2028	1	\$65.00	\$195.00	\$179.40
CP-8865-K9=	PUC1942044K	1741936709	TEL	Major	SNT	CON-SNT-P8TK96T9	95669949	01-Jul-2025	30-Jun-2028	1	\$65.00	\$195.00	\$179.40
CP-8865-K9=	PUC1942044L	1741936720	TEL	Major	SNT	CON-SNT-P8TK96T9	95669949	01-Jul-2025	30-Jun-2028	1	\$65.00	\$195.00	\$179.40
CP-8865-K9=	PUC19350653	1741936853	TEL	Major	SNT	CON-SNT-P8TK96T9	New	9-Apr-2025	30-Jun-2028	1	\$65.00	\$209.78	\$193.00
CP-8865-K9=	PUC194103R1	1741936897	TEL	Major	SNT	CON-SNT-P8TK96T9	New	9-Apr-2025	30-Jun-2028	1	\$65.00	\$209.78	\$193.00
CP-8865-K9=	PUC1942066D	1741937027	TEL	Major	SNT	CON-SNT-P8TK96T9	New	9-Apr-2025	30-Jun-2028	1	\$65.00	\$209.78	\$193.00
CP-8865-K9=	PUC1942069B	1741937144	TEL	Major	SNT	CON-SNT-P8TK96T9	New	9-Apr-2025	30-Jun-2028	1	\$65.00	\$209.78	\$193.00
CP-8865-K9= CP-8865-K9=	PUC194206A4 PUC194206OA	1741937157 1741937192	TEL TEL	Major Major	SNT SNT	CON-SNT-P8TK96T9 CON-SNT-P8TK96T9	New New	9-Apr-2025 9-Apr-2025	30-Jun-2028 30-Jun-2028	1	\$65.00 \$65.00	\$209.78 \$209.78	\$193.00 \$193.00
CP-8865-K9=	PUC1942043D	1741937192	TEL	Major	SNT	CON-SNT-P8TK96T9	New	9-Apr-2025 9-Apr-2025	30-Jun-2028	1	\$65.00	\$209.78	\$193.00
CP-8865-K9=	PUC1942069Y	1741937250	TEL	Major	SNT	CON-SNT-P8TK96T9	New	9-Apr-2025	30-Jun-2028	1	\$65.00	\$209.78	\$193.00
CP-8865-K9=	PUC194206FX	1741937230	TEL	Major	SNT	CON-SNT-P8TK96T9	New	9-Apr-2025	30-Jun-2028	1	\$65.00	\$209.78	\$193.00
CP-8865-K9=	PUC194206QW		TEL	Major	SNT	CON-SNT-P8TK96T9	New	9-Apr-2025	30-Jun-2028	1	\$65.00	\$209.78	\$193.00
CP-8865-K9=		1741937328	TEL	Major	SNT	CON-SNT-P8TK96T9	New	9-Apr-2025	30-Jun-2028	1	\$65.00	\$209.78	\$193.00
CP-8865-K9=	PUC1942068M	1741937359	TEL	Major	SNT	CON-SNT-P8TK96T9	New	9-Apr-2025	30-Jun-2028	1	\$65.00	\$209.78	\$193.00
CP-8865-K9=	PUC194206BH	1741937381	TEL	Major	SNT	CON-SNT-P8TK96T9	New	9-Apr-2025	30-Jun-2028	1	\$65.00	\$209.78	\$193.00
CP-8865-K9=		1741937395	TEL	Major	SNT	CON-SNT-P8TK96T9	New	9-Apr-2025	30-Jun-2028	1	\$65.00	\$209.78	\$193.00
CCX10-10U-S-E-S1		1790505507	TEL	Major	ECMU	CON-ECMU-CCX101SE	95550873	01-Jul-2025	30-Jun-2028	10	\$368.00	\$11,040.00	\$10,156.80
WS-C2960XR-48FPS-I	31-Oct-2027 FDO2011B0PX	1794166234	NET	Major	SNT	CON-SNT-WSC296FP	95550873	01-Jul-2025	31-Oct-2027	1	\$916.84	\$2,142.64	\$1,971.23
WS-C2960XR-48FPS-I	31-Oct-2027 FDO2011B0QN	1794166257	NET	Major	SNT	CON-SNT-WSC296FP	95669891	01-Jul-2025	31-Oct-2027	1	\$916.84	\$2,142.64	\$1,971.23
WS-C2960XR-48FPS-I	31-Oct-2027 FDO2011B0RB	1794166274	NET	Major	SNT	CON-SNT-WSC296FP	95669891	01-Jul-2025	31-Oct-2027	1	\$916.84	\$2,142.64	\$1,971.23
WS-C2960XR-48FPS-I	31-Oct-2027 FDO2011B0RC	1794166293	NET	Major	SNT	CON-SNT-WSC296FP	95550873	01-Jul-2025	31-Oct-2027	1	\$916.84	\$2,142.64	\$1,971.23
CP-8865-K9=	PUC201803JN	1803115206	TEL	Major	SNT	CON-SNT-P8TK96T9	95669949	01-Jul-2025	30-Jun-2028	1	\$65.00	\$195.00	\$179.40
CP-8865-K9=	PUC2024015D	1818739854	TEL	Major	SNT	CON-SNT-P8TK96T9	95669949	01-Jul-2025	30-Jun-2028	1	\$65.00	\$195.00	\$179.40
WS-C4500X-16SFP+	31-Oct-2025 JAE202200CZ	1825421761	NET	Major	SNTP	CON-SNTP-WSC16SFX	95669891	01-Jul-2025	31-Oct-2025	1	\$3,014.00	\$1,015.68	\$934.43
WS-C3850-12XS-E	30-Apr-2027 FCW2027C1DW	1825663231	NET	Major	SNTP	CON-SNTP-WSC3851E	95669891	01-Jul-2025	30-Apr-2027	1	\$3,155.98	\$5,784.52	\$5,321.76
WS-C3850-12XS-E	30-Apr-2027 FCW2029C03L	1825663301	NET	Major	SNTP	CON-SNTP-WSC3851E	95669891	01-Jul-2025	30-Apr-2027	1	\$3,155.98	\$5,784.52	\$5,321.76
N2K-C2232T8F-E	31-May-2026	1826532885	NET	Major	SNTP	CON-SNTP-2232T8FE	95669891	01-Jul-2025	31-May-2026	1	\$0.00	\$0.00	\$0.00
N2232TP-E-FA-BUN	30-Sep-2025 SSI202104ES	1826533045	NET	Minor	SNTP	CON-SNTP-2232TEFA	95669891	01-Jul-2025	30-Sep-2025	1	\$778.00	\$196.10	\$180.41
N2K-C2232T8F-E	31-May-2026	1826545245	NET	Major	SNTP	CON-SNTP-2232T8FE	95669891	01-Jul-2025	31-May-2026	1	\$0.00	\$0.00	\$0.00
N2232TP-E-FA-BUN	30-Sep-2025 SSI202200ZS	1826545397	NET	Minor	SNTP	CON-SNTP-2232TEFA	95669891	01-Jul-2025	30-Sep-2025	1	\$778.00	\$196.10	\$180.41
N2K-C2232T8F-E	31-May-2026	1826554750	NET	Major	SNTP	CON-SNTP-2232T8FE	95669891	01-Jul-2025	31-May-2026	1	\$0.00	\$0.00	\$0.00
N2232TP-E-FA-BUN	30-Sep-2025 SSI202200BP	1826554770	NET	Minor	SNTP	CON-SNTP-2232TEFA	95669891	01-Jul-2025	30-Sep-2025	1	\$778.00	\$196.10	\$180.41
N2K-C2232T8F-E	31-May-2026	1826587197	NET	Major	SNTP	CON-SNTP-2232T8FE	95669891	01-Jul-2025	31-May-2026	1	\$0.00	\$0.00	\$0.00
N2232TP-E-FA-BUN	30-Sep-2025 SSI2022015C	1826587206	NET	Minor	SNTP	CON-SNTP-2232TEFA	95669891	01-Jul-2025	30-Sep-2025	1	\$778.00	\$196.10	\$180.41
N5K-C5672UP DCNM-SAN-N5K-K9	31-May-2026 FOC2028R2C3 31-May-2026 3231J14E618	1827175137 1827175206	NET NET	Major Minor	SW ECMU	CON-SW-5672UP CON-ECMU-N5SDCNM	95669891 95669891	01-Jul-2025 01-Jul-2025	31-May-2026	1 1	\$2,519.21 \$1.841.00	\$2,312.15 \$1.689.68	\$2,127.18 \$1.554.51
DCNM-LAN-N5K-K9	31-May-2026 5511J37128E	1827175214	NET	Minor	ECMU	CON-ECMU-N5LDCNM	95669891	01-Jul-2025 01-Jul-2025	31-May-2026 31-May-2026	1	\$1,641.00	\$286.36	\$263.45
N5K-C5672UP	31-May-2026 FOC2028R2DZ	1827175214	NET	Major	SW	CON-SW-5672UP	95669891	01-Jul-2025 01-Jul-2025	31-May-2026	1	\$2,519.21	\$2,312.15	\$2,127.18
DCNM-SAN-N5K-K9	31-May-2026 3231J767E52	1827175359	NET	Minor	ECMU	CON-ECMU-N5SDCNM	95669891	01-Jul-2025	31-May-2026	1	\$1,841.00	\$1,689.68	\$1,554.51
DCNM-LAN-N5K-K9	31-May-2026 5511J538E21	1827175364	NET	Minor	ECMU	CON-ECMU-N5LDCNM	95669891	01-Jul-2025	31-May-2026	1	\$312.00	\$286.36	\$263.45
CP-8865-K9=	PUC20358M5T	1845117993	TEL	Major	SNT	CON-SNT-P8TK96T9	New	9-Apr-2025	30-Jun-2028	1	\$65.00	\$209.78	\$193.00
C6807-XL-S2T-BUN	31-Oct-2025 FGE20320LDL	1845220135	NET	Major	SNTP	CON-SNTP-6807S2TB	95669891	01-Jul-2025	31-Oct-2025	1	\$12,760.00	\$4,299.95	\$3,955.95
C6807-XL-S2T-BUN	31-Oct-2025 FGE20320KQ7	1845554064	NET	Major	SNTP	CON-SNTP-6807S2TB	95669891	01-Jul-2025	31-Oct-2025	1	\$12,760.00	\$4,299.95	\$3,955.95
ISE-VM-K9=	01 001 2020 1 022002011q.	1852502158	SEC	Major	ECMU	CON-ECMU-ISEVM	96070459	01-Jul-2025	30-Jun-2028	2	\$1,282.00	\$7,692.00	\$7,076.64
ISR4321-SEC/K9	30-Nov-2028 FLM2112Y0BA	5100435019	NET	Major	SNTP	CON-SNTP-ISR4321S	202470955	01-Jul-2025	30-Jun-2028	1	\$856.00	\$2,568.00	\$2,362.56
CP-8865-K9=	PUC21198LCB	5138036409	TEL	Major	SNT	CON-SNT-P8TK96T9	201391303	01-Jul-2025	30-Jun-2028	1	\$65.00	\$195.00	\$179.40
ASR1001-X	31-Jul-2027 FXS2132Q2DS	5183245821	NET	Major	SNTP	CON-SNTP-ASR1001X	204771180	01-Jul-2025	31-Jul-2027	1	\$3,002.00	\$6,258.96	\$5,758.24
SLASR1-AIS		5183245823	NET	Minor	SNTP	CON-SNTP-SLASR1AK	204771180	01-Jul-2025	31-Jul-2027	1	\$1,223.00	\$2,549.87	\$2,345.88
FLSA1-BIN-1X10GE	31-Jul-2027 5591J7E54BA	5183245907	NET	Minor	SNTP	CON-SNTP-FLSABGEX	204771180	01-Jul-2025	31-Jul-2027	2	\$571.00	\$2,381.00	\$2,190.52
FLSA1-1X-2.5-10G	31-Jul-2027 4721J322BA1	5183245914	NET	Minor	SNTP	CON-SNTP-FLSA11XM	204771180	01-Jul-2025	31-Jul-2027	1	\$1,705.00	\$3,554.81	\$3,270.43
ASR1001-X	31-Jul-2027 FXS2132Q2CQ	5184329016	NET	Major	SNTP	CON-SNTP-ASR1001X	204771180	01-Jul-2025	31-Jul-2027	1	\$3,002.00	\$6,258.96	\$5,758.24
SLASR1-AIS		5184329089	NET	Minor	SNTP	CON-SNTP-SLASR1AK	204771180	01-Jul-2025	31-Jul-2027	1	\$1,223.00	\$2,549.87	\$2,345.88
FLSA1-BIN-1X10GE	31-Jul-2027 5591J79700D	5184329858	NET	Minor	SNTP	CON-SNTP-FLSABGEX	204771180	01-Jul-2025	31-Jul-2027	2	\$571.00	\$2,381.00	\$2,190.52
FLSA1-1X-2.5-10G	31-Jul-2027 4721J227731	5184329878	NET	Minor	SNTP	CON-SNTP-FLSA11XM	204771180	01-Jul-2025	31-Jul-2027	1	\$1,705.00	\$3,554.81	\$3,270.43
ISR4321-SEC/K9	30-Nov-2028 FLM2247W1LA	5300289844	NET	Major	SSSNE	CON-SSSNE-ISR4321S	200671033	01-Jul-2025	30-Jun-2028	1	\$970.00	\$2,910.00	\$2,677.20
FPR9K-SM-48=	FCH23037HVK	5376104215	SEC	Major	SNT	CON-SNT-FPR9KM48	96070459	01-Jul-2025	30-Jun-2028	1	\$29,620.00	\$88,860.00	\$81,751.20
FPR9K-SM-48=	FCH23037HRB	5376106047	SEC	Major	SNT	CON-SNT-FPR9KM48	96070459	01-Jul-2025	30-Jun-2028	1	\$29,620.00	\$88,860.00	\$81,751.20
FMC2600-K9	30-Nov-2028 WZP23250ZBW	5381753038	SEC	Major	SNT	CON-SNT-FC2600K9	96070459	01-Jul-2025	30-Jun-2028	1	\$10,803.00	\$32,409.00	\$29,816.28
FPR-CH-9300-AC	JMX2333Z09Z	5382913689	SEC	Major	SNT	CON-SNT-FPRC93AC	96070459	01-Jul-2025	30-Jun-2028	1	\$2,904.00	\$8,712.00	\$8,015.04
FPR9K-SUP	JAD23321N59	5382913798	SEC	Minor	SNT	CON-SNT-FPR9KSUP	96070459	01-Jul-2025	30-Jun-2028	1	\$2,991.00	\$8,973.00	\$8,255.16
FPR-CH-9300-AC	JMX2333Z09X	5382919598	SEC	Major	SNT	CON-SNT-FPRC93AC	96070459	01-Jul-2025	30-Jun-2026	1	\$0.00	\$0.00	\$0.00
FPR9K-SUP	JAD23321N5Q	5382919603	SEC SEC	Minor	SNT	CON-SNT-FPR9KSUP	96070459	01-Jul-2025	30-Jun-2026	1	\$2,991.00	\$2,991.00	\$2,751.72
FPR4125-NGFW-K9	JMX2337Z021	5390566541	SEC	Major	SNT	CON-SNT-FPR4125N	96070459	01-Jul-2025	30-Jun-2028	1	\$18,943.00	\$56,829.00	\$52,282.68
FPR4125-NGFW-K9 FPR4125-NGFW-K9	JMX2337Z025 JMX2337Z027	5390566551 5390566557	SEC	Major Major	SNT SNT	CON-SNT-FPR4125N CON-SNT-FPR4125N	96070459 96070459	01-Jul-2025 01-Jul-2025	30-Jun-2028 30-Jun-2028	1	\$18,943.00 \$18,943.00	\$56,829.00 \$56,829.00	\$52,282.68 \$52,282.68
FPR4125-NGFW-K9	JMX2337Z027 JMX2337Z024	5390566561	SEC	Major Major	SNT	CON-SNT-FPR4125N CON-SNT-FPR4125N	96070459	01-Jul-2025 01-Jul-2025	30-Jun-2028 30-Jun-2028	1	\$18,943.00	\$56,829.00 \$56,829.00	\$52,282.68 \$52,282.68
FPR4125-NGFW-K9	JMX2337Z0Z4 JMX2339Z0DG	5395598098	SEC	Major	SNT	CON-SNT-FPR4125N	96070459	01-Jul-2025 01-Jul-2025	30-Jun-2028	1	\$16,943.00	\$74,775.00	\$68,793.00
FPR4145-NGFW-K9	JMX2339Z0DG JMX2339Z04U	5395598100	SEC	Major	SNT	CON-SNT-FPR4145N	96070459	01-Jul-2025	30-Jun-2028	1	\$24,925.00	\$74,775.00	\$68,793.00
FPR4145-NGFW-K9	JMX2339Z040	5395598100	SEC	Major	SNT	CON-SNT-FPR4145N	96070459	01-Jul-2025 01-Jul-2025	30-Jun-2028	1	\$24,925.00	\$74,775.00	\$68,793.00
HXAF240C-M5SX	31-Oct-2028 WZP2337119D	5410630331	NET	Major	C4P	CON-OSP-AF240CSX	96070459	01-Jul-2025	30-Jun-2028	1	\$3,682.11	\$11,046.33	\$10,162.62
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HXAF240C-M5SX	31-Oct-2028 WZP23370JCR	5410630341	NET	Major	C4P	CON-OSP-AF240CSX	96070459	01-Jul-2025	30-Jun-2028	1	\$3,682.11	\$11,046.33	\$10,162.62
HXAF240C-M5SX	31-Oct-2028 WZP2337119H	5410630348	NET	Major	C4P	CON-OSP-AF240CSX	96070459	01-Jul-2025	30-Jun-2028	1	\$3,682.11	\$11,046.33	\$10,162.62
HXAF240C-M5SX	31-Oct-2028 WZP2337119J	5410630356	NET	Major	C4P	CON-OSP-AF240CSX	96070459	01-Jul-2025	30-Jun-2028		\$3,682.11	\$11,046.33	\$10,162.62
	31-001-2026 WZF23371193												
HX-MSWS-19-DC16C		5410630361	NET	Minor	ISV1	CON-ISV1-HXMS1916	96070459	01-Jul-2025	30-Jun-2028	1	\$3,692.00	\$11,076.00	\$10,189.92
HX-MSWS-19-DC16C		5410630373	NET	Minor	ISV1	CON-ISV1-HXMS1916	96070459	01-Jul-2025	30-Jun-2028	1	\$3,692.00	\$11,076.00	\$10,189.92
HX-MSWS-19-DC16C		5410630383	NET	Minor	ISV1	CON-ISV1-HXMS1916	96070459	01-Jul-2025	30-Jun-2028	1	\$3,692.00	\$11,076.00	\$10,189.92
HX-MSWS-19-DC16C		5410630393	NET	Minor	ISV1	CON-ISV1-HXMS1916	96070459	01-Jul-2025	30-Jun-2028	1	\$3,692.00	\$11,076.00	\$10,189.92
HX-MSWS-19-DCA2C		5410633717	NET	Minor	ISV1	CON-ISV1-HXMS9WS1	96070459	01-Jul-2025	30-Jun-2028	10		\$13,860.00	\$12,751.20
HX-MSWS-19-DCA2C		5410633723	NET	Minor	ISV1	CON-ISV1-HXMS9WS1	96070459	01-Jul-2025		10		\$13,860.00	\$12,751.20
									30-Jun-2028				
HX-MSWS-19-DCA2C		5410633727	NET	Minor	ISV1	CON-ISV1-HXMS9WS1	96070459	01-Jul-2025	30-Jun-2028	10		\$13,860.00	\$12,751.20
HX-MSWS-19-DCA2C		5410633731	NET	Minor	ISV1	CON-ISV1-HXMS9WS1	96070459	01-Jul-2025	30-Jun-2028	10	\$462.00	\$13,860.00	\$12,751.20
CS-KIT-MINI-K9	31-Oct-2029 FOC2403PLQL	5441871634	TEL	Major	SNT	CON-SNT-CS8GK9KI	New	22-May-2025	30-Jun-2028	1	\$419.20	\$1,303.54	\$1,199.26
CS-KIT-MINI-K9	31-Oct-2029 FOC2403PLC7	5441871647	TEL	Major	SNT	CON-SNT-CS8GK9KI	New	22-May-2025	30-Jun-2028	1	\$419.20	\$1,303.54	\$1,199.26
CP-8845-K9=	31-Jul-2029 FCH2411ERT8	5452970751	TEL	Major	SNT	CON-SNT-P8NK94N7	95669949	01-Jul-2025	30-Jun-2028	1	\$48.00	\$144.00	\$132.48
C9500-48Y4C-E	CAT2431L2AN	5496315995	NET	Major	SSSNT	CON-SSSNT-C95084EY	201947861	01-Jul-2025	30-Jun-2028	1	\$2,339.00	\$7,017.00	\$6,455.64
C9500-48Y4C-E	CAT2431L27V	5496316007	NET	Major	SSSNT	CON-SSSNT-C95084EY	201947861	01-Jul-2025	30-Jun-2028	1	\$2,339.00	\$7,017.00	\$6,455.64
C9500-48Y4C-E	CAT2431L2AY	5496316014	NET	Major	SSSNT	CON-SSSNT-C95084EY	201947861	01-Jul-2025	30-Jun-2028	1	\$2,339.00	\$7,017.00	\$6,455.64
C9500-48Y4C-E	CAT2431L2CQ	5496316019	NET	Major	SSSNT	CON-SSSNT-C95084EY	201947861	01-Jul-2025	30-Jun-2028	1	\$2,339.00	\$7,017.00	\$6,455.64
CS-KITPRO-K9	FJC2447Q0B1	5524652628	TEL	Major	ECDN	CON-ECDN-CS0CK9KI	95550873	01-Jul-2025	30-Jun-2028	1	\$3,576.43	\$10,729.29	\$9,870.95
CS-KITPRO-K9	FJC2447Q0B0	5524652630	TEL	Major	ECDN	CON-ECDN-CS0CK9KI	95550873	01-Jul-2025	30-Jun-2028		\$3,576.43	\$10,729.29	\$9,870.95
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FMC2600-K9	30-Nov-2028 WMP244200HX	5528180139	SEC	Major	SNT	CON-SNT-FC2600K9	96070459	01-Jul-2025	30-Jun-2028	1	\$10,803.00	\$32,409.00	\$29,816.28
FPR1150-NGFW-K9	JMX2446X0Q6	5529091674	SEC	Major	SNT	CON-SNT-FPR1150N	204771180	01-Jul-2025	30-Jun-2028	1	\$1,412.00	\$4,236.00	\$3,897.12
FPR1150-NGFW-K9	JMX2446X0Q7	5529091679	SEC	Major	SNT	CON-SNT-FPR1150N	204771180	01-Jul-2025	30-Jun-2028	1	\$1,412.00	\$4,236.00	\$3,897.12
CS-KIT-K9	31-Jan-2030 FOC2511N6Y8	5587639969	TEL	Major	SNT	CON-SNT-CS6EK9KI	New	9-Apr-2025	30-Jun-2028	1	\$1,064.25	\$3,434.76	\$3,159.98
CS-KIT-K9	31-Jan-2030 FOC2511N6VU		TEL	Major	SNT	CON-SNT-CS6EK9KI	New	9-Apr-2025	30-Jun-2028	1	\$1,064.25	\$3,434.76	\$3,159.98
CS-KIT-K9	31-Jan-2030 FOC2511N6ZA		TEL	Major	SNT	CON-SNT-CS6EK9KI	New	9-Apr-2025	30-Jun-2028	1	\$1,064.25	\$3,434.76	\$3,159.98
CS-KIT-K9	31-Jan-2030 FOC2511N6YA	5587640030	TEL	Major	SNT	CON-SNT-CS6EK9KI	New	9-Apr-2025	30-Jun-2028	1	\$1,064.25	\$3,434.76	\$3,159.98
C9200L-24P-4X-E	FOC25253QBF	5590353710	NET	Major	SSSNT	CON-SNT-C920024X	204235644	17-Jul-2026	30-Jun-2028	1	\$413.00	\$807.90	\$743.27
CS-DESKPRO-K9	FOC2527ND2B	5598402020	TEL	Major	SNT	CON-SNT-CS0YK9DE	New	9-Apr-2025	30-Jun-2028	1	\$836.59	\$2,700.01	\$2,484,01
C9200L-48PXG-4X-E	JAE2536150V	5614140438	NET	Major	SSSNT	CON-SSSNT-C20L94XG	204385328	06-Oct-2026	30-Jun-2028	1	\$984.00	\$1,706.50	\$1,569.98
C9200L-DNA-E-48	3AL2330130V	5614140523	NET	Minor	SSTCM	CON-SSTCM-C92LE48	204385328	06-Oct-2026	30-Jun-2028	1	\$75.00	\$130.07	\$119.66
CS-DESK-K9	FOC2601N9MR		TEL	Major	SNT	CON-SNT-CS9NK9DE	New	9-Apr-2025	30-Jun-2028	1	\$461.79	\$1,490.38	\$1,371.15
C9200L-48P-4X-E	JAE26110U6Z	5666124423	NET	Major	SSSNT	CON-SSSNT-C9200L4X	204385328	03-Apr-2027	30-Jun-2028	1	\$697.00	\$866.95	\$797.59
C9200L-48P-4X-E	JAE26110U4G	5666124467	NET	Major	SSSNT	CON-SSSNT-C9200L4X	204385328	03-Apr-2027	30-Jun-2028	1	\$697.00	\$866.95	\$797.59
C9200L-48P-4X-E	JAE26110U34	5666124486	NET	Major	SSSNT	CON-SSSNT-C9200L4X	204385328	03-Apr-2027	30-Jun-2028	1	\$697.00	\$866.95	\$797.59
C9200L-48P-4X-E	JAE26110U2Y	5666124502	NET	Major	SSSNT	CON-SSSNT-C9200L4X	204385328	03-Apr-2027	30-Jun-2028		\$697.00	\$866.95	\$797.59
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C9200L-48P-4X-E	JAE26110RXE	5666124525	NET	Major	SSSNT	CON-SSSNT-C9200L4X	204385328	03-Apr-2027	30-Jun-2028	1	\$697.00	\$866.95	\$797.59
C9200L-48P-4X-E	JAE26110TT7	5666124551	NET	Major	SSSNT	CON-SSSNT-C9200L4X	204385328	03-Apr-2027	30-Jun-2028	1	\$697.00	\$866.95	\$797.59
C9200L-48P-4X-E	JAE26110TNX	5666124577	NET	Major	SSSNT	CON-SSSNT-C9200L4X	204385328	03-Apr-2027	30-Jun-2028	1	\$697.00	\$866.95	\$797.59
C9200L-48P-4X-E	JAE26110T2S	5666124596	NET	Major	SSSNT	CON-SSSNT-C9200L4X	204385328	03-Apr-2027	30-Jun-2028	1	\$697.00	\$866.95	\$797.59
C9200L-48P-4X-E	JAE26110SBN	5666124615	NET	Major	SSSNT	CON-SSSNT-C9200L4X	204385328	03-Apr-2027	30-Jun-2028	1	\$697.00	\$866.95	\$797.59
C9200L-48P-4X-E			NET		SSSNT	CON-SSSNT-C9200L4X	204385328				\$697.00	\$866.95	\$797.59
	JAE26110TV5	5666124633		Major				03-Apr-2027	30-Jun-2028	!			
C9200L-DNA-E-48		5666125797	NET	Minor	SSTCM	CON-SSTCM-C92LE48	204385328	03-Apr-2027	30-Jun-2028	1	\$75.00	\$93.29	\$85.83
C9200L-DNA-E-48		5666125826	NET	Minor	SSTCM	CON-SSTCM-C92LE48	204385328	03-Apr-2027	30-Jun-2028	1	\$75.00	\$93.29	\$85.83
C9200L-DNA-E-48		5666125840	NET	Minor	SSTCM	CON-SSTCM-C92LE48	204385328	03-Apr-2027	30-Jun-2028	1	\$75.00	\$93.29	\$85.83
C9200L-DNA-E-48		5666125855	NET	Minor	SSTCM	CON-SSTCM-C92LE48	204385328	03-Apr-2027	30-Jun-2028	1	\$75.00	\$93.29	\$85.83
C9200L-DNA-E-48		5666125872	NET	Minor	SSTCM	CON-SSTCM-C92LE48	204385328	03-Apr-2027	30-Jun-2028	1	\$75.00	\$93.29	\$85.83
C9200L-DNA-E-48		5666125889	NET	Minor	SSTCM	CON-SSTCM-C92LE48	204385328	03-Apr-2027	30-Jun-2028	1	\$75.00	\$93.29	\$85.83
C9200L-DNA-E-48		5666125908	NET	Minor	SSTCM	CON-SSTCM-C92LE48	204385328	03-Apr-2027	30-Jun-2028	1	\$75.00	\$93.29	\$85.83
C9200L-DNA-E-48		5666125924	NET	Minor	SSTCM	CON-SSTCM-C92LE48	204385328	03-Apr-2027	30-Jun-2028	1	\$75.00	\$93.29	\$85.83
C9200L-DNA-E-48		5666125938	NET	Minor	SSTCM	CON-SSTCM-C92LE48	204385328	03-Apr-2027	02-Apr-2028	1	\$75.00	\$75.00	\$69.00
C9200L-DNA-E-48		5666125951	NET	Minor	SSTCM	CON-SSTCM-C92LE48	204385328	03-Apr-2027	30-Jun-2028	1	\$75.00	\$93.29	\$85.83
C9200L-48P-4X-E	JAE26110TPS	5666142347	NET	Major	SSSNP	CON-SSSNP-C9200L4X	204385328	02-May-2027	30-Jun-2028	1	\$1,115.00	\$1,298.29	\$1,194.43
					SSSNP					1			
C9200L-48P-4X-E	JAE26110TA2	5666142360	NET	Major		CON-SSSNP-C9200L4X	204385328	02-May-2027	30-Jun-2028		\$1,115.00	\$1,298.29	\$1,194.43
C9200L-48P-4X-E	JAE26110SSA	5666142367	NET	Major	SSSNP	CON-SSSNP-C9200L4X	204385328	02-May-2027	30-Jun-2028	1	\$1,115.00	\$1,298.29	\$1,194.43
C9200L-48P-4X-E	JAE26110U4K	5666142373	NET	Major	SSSNP	CON-SSSNP-C9200L4X	204385328	02-May-2027	30-Jun-2028	1	\$1,115.00	\$1,298.29	\$1,194.43
C9200L-48P-4X-E	JAE26110SJU	5666142383	NET	Major	SSSNP	CON-SSSNP-C9200L4X	204385328	02-May-2027	30-Jun-2028	1	\$1,115.00	\$1,298.29	\$1,194.43
C9200L-48P-4X-E	JAE26110S41	5666142392	NET	Major	SSSNP	CON-SSSNP-C9200L4X	204385328	02-May-2027	30-Jun-2028	1	\$1,115.00	\$1,298.29	\$1,194.43
C9200L-48P-4X-E	JAE26110S2J	5666142399	NET	Major	SSSNP	CON-SSSNP-C9200L4X	204385328	02-May-2027	30-Jun-2028	1	\$1,115.00	\$1,298.29	\$1,194.43
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C9200L-48P-4X-E	JAE26110SN7	5666142406	NET	Major	SSSNP	CON-SSSNP-C9200L4X	204385328	02-May-2027	30-Jun-2028	1	\$1,115.00	\$1,298.29	\$1,194.43
C9200L-48P-4X-E	JAE26110SFV	5666603759	NET	Major	SSSNT	CON-SSSNT-C9200L4X	204385328	05-Apr-2027	30-Jun-2028	1	\$697.00	\$863.13	\$794.08
C9200L-DNA-E-48		5666603789	NET	Minor	SSTCM	CON-SSTCM-C92LE48	204385328	05-Apr-2027	04-Apr-2028	1	\$75.00	\$75.00	\$69.00
C9200L-24P-4X-E	JAE26141NXF	5672636666	NET	Major	SSSNT	CON-SSSNT-C920024X	204385328	23-Apr-2027	30-Jun-2028	1	\$413.00	\$491.07	\$451.78
C9200L-DNA-E-24		5672636749	NET	Minor	SSTCM	CON-SSTCM-C92LE24	204385328	23-Apr-2027	22-Apr-2028	1	\$41.00	\$41.00	\$37.72
C9500-DNA-48Y4C-E=		5682015126	NET	Major	SSTC	C9500-DNA-E-3Y	201947861	01-Jul-2025	30-Jun-2028	1	\$749.16	\$2,247.48	\$2,067.68
			NET		SSTCM					1		\$336.00	
C9500-DNA-48Y4C-E=		5682015126		Major		CON-SSTCM-C9548YCE		01-Jul-2025	30-Jun-2028	1	\$112.00		\$309.12
C9500-DNA-48Y4C-E=		5682015216	NET	Major	SSTCM	CON-SSTCM-C9548YCE		01-Jul-2025	30-Jun-2028	1	\$112.00	\$336.00	\$309.12
C9500-DNA-48Y4C-E=		5682015216	NET	Major	SSTC	C9500-DNA-E-3Y	201947861	01-Jul-2025	30-Jun-2028	1	\$749.16	\$2,247.48	\$2,067.68
C9500-DNA-48Y4C-E=		5682015242	NET	Major	SSTCM	CON-SSTCM-C9548YCE	New	01-Jul-2025	30-Jun-2028	1	\$112.00	\$336.00	\$309.12
C9500-DNA-48Y4C-E=		5682015242	NET	Major	SSTC	C9500-DNA-E-3Y	201947861	01-Jul-2025	30-Jun-2028	1	\$749.16	\$2,247.48	\$2,067.68
C9500-DNA-48Y4C-E=		5682015255	NET	Major	SSTC	C9500-DNA-E-3Y	201947861	01-Jul-2025	30-Jun-2028		\$749.16	\$2,247.48	\$2,067.68
										1			
C9500-DNA-48Y4C-E=	00 N 0000 F:	5682015255	NET	Major	SSTCM	CON-SSTCM-C9548YCE		01-Jul-2025	30-Jun-2028	1	\$112.00	\$336.00	\$309.12
ISR4331-V/K9	30-Nov-2028 FLM2622107A	5683465184	TEL	Major	SSSNT	CON-SSSNT-ISR4331V	206170019	01-Jul-2025	30-Jun-2028	1	\$951.00	\$2,853.00	\$2,624.76
CP-8865-K9=	FCH2627449J	5700980745	TEL	Major	SNT	CON-SNT-P8TK96T9	New	13-Feb-2025	30-Jun-2028	1	\$65.00	\$209.78	\$193.00

C9300L-48P-4X-E	FOC2628Y68N	5701090935	NET	Major	SSSNP	CON-SSSNP-C93004X4	204385328	23-Sep-2027	30-Jun-2028	1	\$1,441.00	\$1,109.37	\$1,020.62
C9300L-48P-4X-E	FOC2628Y32K	5701149877	NET	Major	SSSNP	CON-SSSNP-C93004X4	204385328	24-Aug-2027	30-Jun-2028	1	\$1,441.00	\$1,227.81	\$1,129.59
C9300L-48P-4X-E	FOC2628Y2ZM	5701149919	NET	Major	SSSNP	CON-SSSNP-C93004X4	204385328	24-Aug-2027	30-Jun-2028	1	\$1,441.00	\$1,227.81	\$1,129.59
C9300L-48P-4X-E C9300L-48P-4X-E	FOC2628Y2ZJ FOC2628Y2ZH	5701149931 5701149946	NET NET	Major Major	SSSNP SSSNP	CON-SSSNP-C93004X4 CON-SSSNP-C93004X4	204385328 204385328	24-Aug-2027 24-Aug-2027	30-Jun-2028 30-Jun-2028	1	\$1,441.00 \$1.441.00	\$1,227.81 \$1,227.81	\$1,129.59 \$1,129.59
C9300L-48P-4X-E	FOC2628Y2ZE	5701149946	NET	Major	SSSNP	CON-SSSNP-C93004X4	204385328	24-Aug-2027 24-Aug-2027	30-Jun-2028	1	\$1,441.00	\$1,227.81	\$1,129.59
C9300L-48P-4X-E	FOC2628Y2ZC	5701149968	NET	Major	SSSNP	CON-SSSNP-C93004X4	204385328	24-Aug-2027 24-Aug-2027	30-Jun-2028	1	\$1,441.00	\$1,227.81	\$1,129.59
C9300L-48P-4X-E	FOC2628Y0YZ	5701149976	NET	Major	SSSNP	CON-SSSNP-C93004X4	204385328	24-Aug-2027	30-Jun-2028	1	\$1,441.00	\$1,227.81	\$1,129.59
C9300L-48P-4X-E	FOC2628Y2ME	5701149995	NET	Major	SSSNP	CON-SSSNP-C93004X4	204385328	24-Aug-2027	30-Jun-2028	1	\$1,441.00	\$1,227.81	\$1,129.59
C9300L-48P-4X-E	FOC2628Y2L7	5701150009	NET	Major	SSSNP	CON-SSSNP-C93004X4	204385328	24-Aug-2027	30-Jun-2028	1	\$1,441.00	\$1,227.81	\$1,129.59
C9300L-48P-4X-E	FOC2628Y2FG	5701150027	NET	Major	SSSNP	CON-SSSNP-C93004X4	204385328	24-Aug-2027	30-Jun-2028	1	\$1,441.00	\$1,227.81	\$1,129.59
C9300L-48P-4X-E	FOC2628Y2CK	5701150038	NET	Major	SSSNP	CON-SSSNP-C93004X4	204385328	24-Aug-2027	30-Jun-2028	1	\$1,441.00	\$1,227.81	\$1,129.59
C9300L-48P-4X-E	FOC2628Y28F	5701150046	NET	Major	SSSNP	CON-SSSNP-C93004X4	204385328	24-Aug-2027	30-Jun-2028	1	\$1,441.00	\$1,227.81	\$1,129.59
C9300L-48P-4X-E	FOC2628Y2YM 30-Nov-2028 FLM265111XU	5701150063	NET TEL	Major Major	SSSNP SNT	CON-SSSNP-C93004X4	204385328	24-Aug-2027	30-Jun-2028	1	\$1,441.00 \$761.00	\$1,227.81 \$2,283.00	\$1,129.59 \$2,100.36
ISR4331-V/K9 ISR4331-V/K9	30-Nov-2028 FLM265111XR	5756707069 5757708472	TEL	Major Major	SNT	CON-SNT-ISR4331V CON-SNT-ISR4331V	206170019 206170019	01-Jul-2025 01-Jul-2025	30-Jun-2028 30-Jun-2028	1	\$761.00	\$2,283.00	\$2,100.36
C9300L-24P-4X-E	FOC2653Y1VX	5770730851	NET	Major	SSSNP	CON-SSSNP-C9300L2X	204385328	01-Apr-2028	30-Jun-2028	1	\$979.00	\$244.08	\$224.55
C9300-24P-E	FJC271329WM	5811821900	NET	Major	SNT	CON-SNT-C93002PE	201947861	26-May-2028	30-Jun-2028	1	\$507.12	\$50.02	\$46.02
C9300-24P-E	FJC271329HS	5811821902	NET	Major	SNT	CON-SNT-C93002PE	201947861	26-May-2028	30-Jun-2028	1	\$507.12	\$50.02	\$46.02
BE7H-M6-K9	WZP272609B1	5842331821	TEL	Major	SNTP	CON-SNTP-BE7HM6KM	96070459	27-Aug-2025	30-Jun-2028	1	\$1,250.00	\$3,554.79	\$3,270.41
BE7H-M6-K9	WZP27270LEG	5842331833	TEL	Major	SNTP	CON-SNTP-BE7HM6KM	96070459	27-Aug-2025	30-Jun-2028	1	\$1,250.00	\$3,554.79	\$3,270.41
BE7H-M6-K9	WZP27270LE3	5842331837	TEL	Major	SNTP	CON-SNTP-BE7HM6KM	96070459	27-Aug-2025	30-Jun-2028	1	\$1,250.00	\$3,554.79	\$3,270.41
BE7H-M6-K9	WZP27270LCN	5842331839	TEL	Major	SNTP	CON-SNTP-BE7HM6KM	96070459	27-Aug-2025	30-Jun-2028	1	\$1,250.00	\$3,554.79	\$3,270.41
CP-8875-K9= CP-8875-K9=	FVH27160050 FVH2716007Y	5843041359 5843041365	TEL TEL	Major	SNT SNT	CON-SNT-CP8875KV CON-SNT-CP8875KV	New New	22-May-2025	30-Jun-2028 30-Jun-2028	1	\$77.00 \$77.00	\$239.44 \$239.44	\$220.28 \$220.28
CP-8875-K9= CP-8875-K9=	FVH2716007Y FVH271600D7	5843041365	TEL	Major Major	SNT	CON-SNT-CP8875KV	New	22-May-2025 22-May-2025	30-Jun-2028 30-Jun-2028	1	\$77.00 \$77.00	\$239.44 \$239.44	\$220.28 \$220.28
CP-8875-K9=	FVH271600J7	5843041378	TEL	Major	SNT	CON-SNT-CP8875KV	New	22-May-2025 22-May-2025	30-Jun-2028	1	\$77.00	\$239.44	\$220.28
CP-8875-K9=	FVH27170BH9	5843041391	TEL	Major	SNT	CON-SNT-CP8875KV	New	22-May-2025	30-Jun-2028	1	\$77.00	\$239.44	\$220.28
CP-8875-K9=	FVH2716070F	5843041398	TEL	Major	SNT	CON-SNT-CP8875KV	New	22-May-2025	30-Jun-2028	1	\$77.00	\$239.44	\$220.28
CP-8875-K9=	FVH27170AVS	5843041408	TEL	Major	SNT	CON-SNT-CP8875KV	New	22-May-2025	30-Jun-2028	1	\$77.00	\$239.44	\$220.28
FPR4145-NGFW-K9	JMX2551X1BT	5915238133	SEC	Major	SNT	CON-SNT-FPR4145N	New	01-Jul-2025	30-Jun-2028	1	\$24,925.00	\$74,775.00	\$68,793.00
ISR4331-V/K9	30-Nov-2028 FLM2045W092	5926446391	TEL	Major	SSSNT	CON-SSSNT-ISR4331V	206170019	1-Jul-2025	30-Jun-2028	1	\$951.00	\$2,853.00	\$2,624.76
ISA-3000-4C-FTD	FCH2829Y08P	5928682643	SEC	Major	SNT	CON-SNT-ISA3004D	New	1-Jul-2025	30-Jun-2028	1	\$639.81	\$2,064.92	\$1,899.73
C9200L-DNA-E-48=			NET	Major	SSTC	C9200L-DNA-E-48-1R	204385328	04-Nov-2026	30-Jun-2028	1	\$709.53	\$1,174.13	\$1,080.20
C9200L-DNA-E-48=			NET	Major	SSTC	C9200L-DNA-E-48-1R	204385328	02-May-2027	30-Jun-2028	1	\$709.53	\$826.17	\$760.08
C9200L-DNA-E-48=			NET NET	Major	SSTC SSTC	C9200L-DNA-E-48-1R	204385328	02-May-2027	30-Jun-2028	1	\$709.53 \$709.53	\$826.17	\$760.08
C9200L-DNA-E-48= C9200L-DNA-E-48=			NET	Major Major	SSTC	C9200L-DNA-E-48-1R C9200L-DNA-E-48-1R	204385328 204385328	02-May-2027 02-May-2027	30-Jun-2028 30-Jun-2028	1	\$709.53	\$826.17 \$826.17	\$760.08 \$760.08
C9200L-DNA-E-48=			NET	Major	SSTC	C9200L-DNA-E-46-1R	204385328	02-May-2027 02-May-2027	30-Jun-2028	1	\$709.53 \$709.53	\$826.17	\$760.08
C9200L-DNA-E-48=			NET	Major	SSTC	C9200L-DNA-E-48-1R	204385328	02-May-2027 02-May-2027	30-Jun-2028	1	\$709.53	\$826.17	\$760.08
C9200L-DNA-E-48=			NET	Major	SSTC	C9200L-DNA-E-48-1R	204385328	02-May-2027	30-Jun-2028	1	\$709.53	\$826.17	\$760.08
C9200L-DNA-E-48=			NET	Major	SSTC	C9200L-DNA-E-48-1R	204385328	02-May-2027	30-Jun-2028	1	\$709.53	\$826.17	\$760.08
C9200L-DNA-E-48=			NET	Major	SSTC	C9200L-DNA-E-48-1R	204385328	02-May-2027	30-Jun-2028	1	\$709.53	\$826.17	\$760.08
C9200L-DNA-E-48=			NET	Major	SSTC	C9200L-DNA-E-48-1R	204385328	02-May-2027	30-Jun-2028	1	\$709.53	\$826.17	\$760.08
C9200L-DNA-E-48=			NET	Major	SSTC	C9200L-DNA-E-48-1R	204385328	02-May-2027	30-Jun-2028	1	\$709.53	\$826.17	\$760.08
C9200L-DNA-E-48=			NET	Major	SSTC	C9200L-DNA-E-48-1R	204385328	02-May-2027	30-Jun-2028	1	\$709.53	\$826.17	\$760.08
C9200L-DNA-E-48=			NET	Major	SSTC	C9200L-DNA-E-48-1R	204385328	02-May-2027	30-Jun-2028	1 1	\$709.53	\$826.17	\$760.08
C9200L-DNA-E-48= C9200L-DNA-E-48=			NET NET	Major Major	SSTC SSTC	C9200L-DNA-E-48-1R C9200L-DNA-E-48-1R	204385328 204385328	02-May-2027 02-May-2027	30-Jun-2028 30-Jun-2028	1	\$709.53 \$709.53	\$826.17 \$826.17	\$760.08 \$760.08
C9200L-DNA-E-48=			NET	Major Major	SSTC	C9200L-DNA-E-48-1R	204385328	02-May-2027	30-Jun-2028	1	\$709.53	\$826.17	\$760.08
C9200L-DNA-E-48=			NET	Major	SSTC	C9200L-DNA-E-48-1R	204385328	02-May-2027	30-Jun-2028	1	\$709.53	\$826.17	\$760.08
C9200L-DNA-E-48=			NET	Major	SSTC	C9200L-DNA-E-48-1R	204385328	02-May-2027	30-Jun-2028	1	\$709.53	\$826.17	\$760.08
C9200L-DNA-E-48=			NET	Major	SSTC	C9200L-DNA-E-48-1R	204385328	04-May-2027	30-Jun-2028	1	\$709.53	\$822.28	\$756.50
C9200L-DNA-E-24=			NET	Major	SSTC	C9200L-DNA-E-24-1R	204385328	22-May-2027	30-Jun-2028	1	\$378.89	\$420.41	\$386.78
C9200L-DNA-E-48=			NET	Major	SSTCM	CON-SSTCM-C92LE48	204385328	02-May-2027	30-Jun-2028	1	\$75.00	\$87.33	\$80.34
C9200L-DNA-E-48=			NET	Major	SSTCM	CON-SSTCM-C92LE48	204385328	02-May-2027	30-Jun-2028	1	\$75.00	\$87.33	\$80.34
C9200L-DNA-E-48=			NET	Major	SSTCM	CON-SSTCM-C92LE48	204385328	02-May-2027	30-Jun-2028	1	\$75.00	\$87.33	\$80.34
C9200L-DNA-E-48=			NET	Major	SSTCM	CON-SSTCM-C92LE48	204385328	05-Apr-2028	30-Jun-2028	1	\$75.00	\$17.88	\$16.45
C9200L-DNA-E-48= C9200L-DNA-E-24=			NET NET	Major Major	SSTCM SSTCM	CON-SSTCM-C92LE48 CON-SSTCM-C92LE24	204385328 204385328	02-May-2027 23-Apr-2028	30-Jun-2028 30-Jun-2028	1	\$75.00 \$41.00	\$87.33 \$7.75	\$80.34 \$7.13
C9200L-DNA-E-24= C9200L-DNA-E-48=			NET	Major	SSTCM	CON-SSTCM-C92LE24	204365326	23-Apr-2026 02-May-2027	30-Jun-2028	1	\$75.00	\$87.33	\$80.34
C9200L-DNA-E-48=			NET	Major	SSTCM	CON-SSTCM-C92LE48	204385328	02-May-2027	30-Jun-2028	1	\$75.00	\$87.33	\$80.34
C9200L-DNA-E-48=			NET	Major	SSTCM	CON-SSTCM-C92LE48	204385328	03-Apr-2028	30-Jun-2028	1	\$75.00	\$18.29	\$16.83
C9200L-DNA-E-48=			NET	Major	SSTCM	CON-SSTCM-C92LE48	204385328	02-May-2027	30-Jun-2028	1	\$75.00	\$87.33	\$80.34
C9200L-DNA-E-48=			NET	Major	SSTCM	CON-SSTCM-C92LE48	204385328	02-May-2027	30-Jun-2028	1	\$75.00	\$87.33	\$80.34
C9300L-DNA-E-48=			NET	Major	SSTCM	CON-SSTCM-C93LE48	204385328	24-Aug-2027	30-Jun-2028	1	\$66.00	\$56.24	\$51.74
C9300L-DNA-E-48=			NET	Major	SSTCM	CON-SSTCM-C93LE48	204385328	24-Aug-2027	30-Jun-2028	1	\$66.00	\$56.24	\$51.74
C9300L-DNA-E-48=			NET	Major	SSTCM	CON-SSTCM-C93LE48	204385328	24-Aug-2027	30-Jun-2028	1	\$66.00	\$56.24	\$51.74
C9300L-DNA-E-48=			NET	Major	SSTCM	CON-SSTCM-C93LE48	204385328	24-Aug-2027	30-Jun-2028	1	\$66.00	\$56.24	\$51.74
C9300L-DNA-E-48=			NET	Major	SSTCM	CON-SSTCM-C93LE48	204385328	24-Aug-2027	30-Jun-2028	1	\$66.00	\$56.24	\$51.74
C9300L-DNA-E-48=			NET	Major	SSTCM	CON-SSTCM-C93LE48	204385328	24-Aug-2027	30-Jun-2028	1	\$66.00	\$56.24	\$51.74
C9300L-DNA-E-48=			NET	Major Major	SSTCM SSTC	CON-SSTCM-C93LE48	204385328	24-Aug-2027 24-Aug-2027	30-Jun-2028	1	\$66.00 \$709.68	\$56.24	\$51.74 \$556.31
C9300L-DNA-E-48= C9300L-DNA-E-48=			NET NET	Major Major	SSTC	C9300L-DNA-E-48-1M C9300L-DNA-E-48-1M	204385328 204385328	24-Aug-2027 24-Aug-2027	30-Jun-2028 30-Jun-2028	1	\$709.68 \$709.68	\$604.69 \$604.69	\$556.31 \$556.31
03300L-DIAA-E-40-			INET	Majol	5516	23300E-DIAM-E-40-IM	204000020	24-Aug-2021	JU-JUI1-2020		ψι υσ.υο	ψυυ <del>4</del> .υθ	ψυυυ.υ I

									Year 1 Year 2 Year 3	Due 8/1/2025 Due 8/1/2026 Due 8/1/2027	\$396,671.75 \$396,671.75 \$396,671.75
Quote prepared by: Theresa Suwal DISYS Solutions Inc Ph: 571-707-3771 Theresa.Suwal@dsitech.com										Summary NET SEC TEL	\$365,021.20 \$743,230.21 \$81,807.83
	This quote is being offered in accordance with the	pricing structur	re, terms and c	onditions of the UVA Cont	ract UVA-AGR-I	T-00183-DISYS				TOTAL:	\$1,190,015.26
							Quote Number	392126110			
C9300L-DNA-E-48=	NET	Major	SSTCM	CON-SSTCM-C93LE48	204385328	24-Aug-2027	30-Jun-2028	1	\$66.00		\$51.74
C9300L-DNA-E-48=	NET	Major	SSTCM	CON-SSTCM-C93LE48	204385328	24-Aug-2027	30-Jun-2028	1	\$66.00		\$51.74
C9300L-DNA-E-48=	NET	Major	SSTCM	CON-SSTCM-C93LE48	New	23-Sep-2027	30-Jun-2028	1	\$66.00		\$46.75
C9300L-DNA-E-48=	NET	Major	SSTCM	CON-SSTCM-C93LE48	204385328	24-Aug-2027 24-Aug-2027	30-Jun-2028	1	\$66.00		\$51.74 \$51.74
C9300L-DNA-E-46= C9300L-DNA-E-48=	NET NET	Major	SSTCM	CON-SSTCM-C93LE48	204365326	24-Aug-2027 24-Aug-2027	30-Jun-2028	1	\$66.00		\$51.74
C9300L-DNA-E-48= C9300L-DNA-E-48=	NET NET	Major Major	SSTC	C9300L-DNA-E-48-1M	204385328	24-Aug-2027 24-Aug-2027	30-Jun-2028 30-Jun-2028	1	\$709.68		\$556.31 \$556.31
C9300L-DNA-E-48= C9300L-DNA-E-48=	NET NET	Major	SSTC	C9300L-DNA-E-48-1M C9300L-DNA-E-48-1M	204385328 204385328	24-Aug-2027 24-Aug-2027	30-Jun-2028 30-Jun-2028	1	\$709.68 \$709.68		\$556.31 \$556.31
C9300L-DNA-E-48=	NET	Major	SSTC SSTC	C9300L-DNA-E-48-1M	204385328	24-Aug-2027	30-Jun-2028	1	\$709.68		\$556.31
C9300L-DNA-E-48=	NET	Major	SSTC	C9300L-DNA-E-48-1M	New	23-Sep-2027	30-Jun-2028	1	\$709.68		\$502.65
C9300L-DNA-E-48=	NET	Major	SSTCM	CON-SSTCM-C93LE48	204385328	24-Aug-2027	30-Jun-2028	1	\$66.00		\$51.74
C9300L-DNA-E-48=	NET	Major	SSTCM	CON-SSTCM-C93LE48	204385328	24-Aug-2027	30-Jun-2028	1	\$66.00		\$51.74
C9300L-DNA-E-48=	NET	Major	SSTCM	CON-SSTCM-C93LE48	204385328	24-Aug-2027	30-Jun-2028	1	\$66.00		\$51.74
C9300L-DNA-E-48=	NET	Major	SSTCM	CON-SSTCM-C93LE48	204385328	24-Aug-2027	30-Jun-2028	1	\$66.00		\$51.74
C9300L-DNA-E-24=	NET	Major	SSTCM	CON-SSTCM-C93LE24	New	01-Apr-2028	30-Jun-2028	1	\$36.00		\$8.26
C9300L-DNA-E-48=	NET	Major	SSTCM	CON-SSTCM-C93LE48	204385328	24-Aug-2027	30-Jun-2028	1	\$66.00		\$51.74
C9300L-DNA-E-48=	NET	Major	SSTCM	CON-SSTCM-C93LE48	204385328	24-Aug-2027	30-Jun-2028	1	\$66.00		\$51.74
C9300L-DNA-E-48=	NET	Major	SSTCM	CON-SSTCM-C93LE48	204385328	24-Aug-2027	30-Jun-2028	1	\$66.00		\$51.74
C9300L-DNA-E-48=	NET	Major	SSTCM	CON-SSTCM-C93LE48	204385328	24-Aug-2027	30-Jun-2028	1	\$66.00	\$56.24	\$51.74
C9300L-DNA-E-48=	NET	Major	SSTCM	CON-SSTCM-C93LE48	204385328	24-Aug-2027	30-Jun-2028	1	\$66.00		\$51.74
C9300-DNA-E-24=	NET	Major	SSTC	C9300-DNA-E-24-1M	201947861	24-Jun-2028	30-Jun-2028	1	\$383.25		\$6.76
C9300-DNA-E-24=	NET	Major	SSTC	C9300-DNA-E-24-1M	201947861	24-Jun-2028	30-Jun-2028	1	\$383.25		\$6.76
C9300L-DNA-E-24=	NET	Major	SSTC	C9300L-DNA-E-24-1M	New	01-Apr-2028	30-Jun-2028	1	\$397.45		\$91.16
C9300L-DNA-E-48=	NET	Major	SSTC	C9300L-DNA-E-48-1M	204385328	24-Aug-2027	30-Jun-2028	1	\$709.68		\$556.31
C9300L-DNA-E-48=	NET	Major	SSTC	C9300L-DNA-E-48-1M	204385328	24-Aug-2027	30-Jun-2028	1	\$709.68		\$556.31
C9300L-DNA-E-48=	NET	Major	SSTC	C9300L-DNA-E-48-1M	204385328	24-Aug-2027	30-Jun-2028	1	\$709.68		\$556.31
C9300L-DNA-E-48=	NET	Major	SSTC	C9300L-DNA-E-48-1M	204385328	24-Aug-2027	30-Jun-2028	1	\$709.68		\$556.31
C9300L-DNA-E-48=	NET	Major	SSTC	C9300L-DNA-E-48-1M	204385328	24-Aug-2027	30-Jun-2028	1	\$709.68		\$556.31
C9300L-DNA-E-48=	NET	Major	SSTC	C9300L-DNA-E-48-1M	204385328	24-Aug-2027 24-Aug-2027	30-Jun-2028	1	\$709.68		\$556.31
C9300L-DNA-E-48=	NET	Major	SSTC	C9300L-DNA-E-48-1M	204385328	24-Aug-2027	30-Jun-2028	1	\$709.68	3 \$604.69	\$556.31



MAYOR AND COUNCIL Meeting Date: June 16, 2025

Agenda Item Type: CONSENT

Department: HOUSING AND COMMUNITY DEVELOPMENT

Responsible Staff: SARAH MAIZEL

# **Subject**

Approval of the City of Rockville Standard Form FY 2026 Community Services and Enrichment Grant Agreement, and Authorization for the City Manager to Execute Thirty-Four FY 2026 Community Services and Enrichment Grant Agreements in order to disburse a total of \$1,531,110 in city grant funds to selected nonprofit organizations

#### **Department**

**Housing and Community Development** 

#### Recommendation

Staff recommends that the Mayor and Council approve the attached form agreement and authorize the City Manager to execute the grant agreements with 34 grantees that will collectively administer 41 programs during fiscal year 2026. Upon the Mayor and Council authorization, staff will coordinate with grantees to duly execute the grant agreements, effectuating the issuance of purchase orders and notice to proceed. The form agreement is attached.

#### **Discussion**

The City of Rockville supports city residents with enrichment programs and human services needs through an annual grant allocation to local nonprofit organizations. Each year, the Department of Housing and Community Development (HCD) coordinates, reviews, and evaluates caregiver funding requests, and recommends funding allocations to the Mayor and Council for its consideration. However, for FY2026, the merging of the Community Organization and Human Services Nonprofit Grant programs created this new Community Services and Enrichment Grant Program

On May 5, 2025 the Mayor and Council adopted a budget allocation of \$1,531,110 in Community Services and Enrichment Grant Program to 34 grantees and 41 programs for FY 2026. Below is the list of awardee organizations, programs, and the corresponding award and contract amounts.

Program	Organization		AWARD
De Jeille Dieser Con Clini	Makila Makaal Cara Ina	•	50,000
Rockville Primary Care Clinic	Mobile Medical Care Inc.	\$	50,000
Manna Food Center	MANNA	\$	50,000
	D. 1-71 (C CC)		
	Rockville Sister Cities		40.000
Rockville Sister Cities Corp	Corp	\$	18,000
Standing Stands Shalter	Staming Stames Shalter	e	20,000
Stepping Stones Shelter	Stepping Stones Shelter	\$	20,000
Comprehensive Community	Korean Community		
Empowerment Project	Services Center	\$	15,000
Delivering Good Network	Bender JCC of GW	\$	6,000
Hospitality Training Program	Sunflower Bakery	\$	30,000
Rockvile City Theatre Summer Camp			
and OST Classes	Adventure Theater	\$	20,000
POP-UP Primary Care Clinic@ Mt			
Calvery Church	Care for your Health Inc.	\$	30,000
	Victorian Lyric Opera		
Theater Programming 2026 Season	Company	\$	17,500

Rockville Little Theater 2025-2026	Rockville Little Theater	\$ 24,500
Heritage Education and Preservation Services	Peerless Rockville	\$ 95,000
Rockville Science Center	Rockville Science Center	\$ 80,000
Interfaith Works Womens Center	Interfaith Works	\$ 60,000
	Metropolitan Center for	
VisArts in the Community	the Visual Arts	\$ 68,500
Hope Housing	МССН	\$ 48,000
Nebel Street Emergency Shelter	МССН	\$ 70,000
Rockville Area Village Exchange		
(RAVE)	Village Support Network	\$ 10,000
Youth Development Programming	So What Else INC	\$ 15,000
Food Distribution	So What Else INC	\$ 25,000
Self-Advocacy and Career Dev		
Seminar	Future Link INC	\$ 25,000

	Chinese Culture and Community Service	
CCACC Health Center	Center, Inc	\$ 41,500
City of Rockville Scholarships	Montgomery College	\$ 20,000
Social Mainstays for Adults		
of All Abilities	Main Street Connect Inc.	\$ 25,000
STEM Robotics Educ in Rockville	Weestar Corporation	\$ 30,000
Rockland House	Community REACH	\$ 24,860
Jefferson House	Community REACH	\$ 26,220
Mansfield Kaseman Clinic	Community REACH	\$ 109,000
Senior Reach	Community REACH	\$ 100,000
Language Outreach Program	Community REACH	\$ 50,000
Rockville Musical Theatre 25-25	Rockville Musical Theater	\$ 22,500
Offstie Family Food Distribution	Nourish Now	\$ 37,500

GRAND TOTAL		\$	1,531,110
Refuse and Trash	Enterprises	\$	59,330
	Rockville Housing		
Water Subsidy Cost	Dept	\$	12,000
Water Sale The Cont	Rockville Volunteer Fire	e	12.000
Rockville Bike Hub	Rockville Bike Hub	\$	5,000
Luncheon	Ministires	S	8,000
Restore the Joy Empowerment	Women Who Care		
Rainbow Place Shelter for Women	Rainbow Place Shelter	\$	20,000
Essential Needs and Clothing Center	Interfaith Works	\$	76,000
F Scott Fitzgerald Literary Festival	Festival	\$	6,700
	F Scott Fitzgerald Literary		
Rockville Residents	NAMI of MoCo	\$	30,000
Mental Health Support and Ed for			
Psychology Services	Treehouse CAC of MoCo	\$	50,000
Treehouse CAC Medical and			

<sup>\*</sup>The FY 2026 total for Sunflower Bakery included a one- time \$5,000 adjustment. The base funding is considered \$25,000

# **Mayor and Council History**

The Mayor and Council approved a total allocation of \$1,531,110 as part of the FY26 Budget at its meeting on May 5, 2025.

## **Next Steps**

The next step is for the Mayor and Council to approve the attached form contract and authorize the City Manager to execute the grant agreements with 34 grantees that will collectively administer 41 programs during fiscal year 2026. Upon the Mayor and Council authorization, staff will coordinate with grantees to duly execute the grant agreements, effectuating the issuance of purchase orders and notice to proceed. The form agreement is attached.

#### **Attachments**

FORM - FY26 Community Services & Enrichment Grant Agreement (May 2025) v1, Program Descriptions\_FY26 (4)

## CITY OF ROCKVILLE, MARYLAND COMMUNITY SERVICES AND ENRICHMENT GRANT AGREEMENT

THIS COMMUNITY SERVICES AND ENRICHMENT GRANT AGREEMENT (this "Agreement") is entered into this 1<sup>st</sup> day of July 2025 (the "Effective Date"), by and between THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, a body politic and municipal corporation of the State of Maryland ("Mayor and Council"), acting through its City Manager (the "City Manager") and [insert LEGAL NAME OF ENTITY], a Maryland [insert type of entity] (the "Grantee") (Mayor and Council and the Grantee each a "Party" and collectively the "Parties").

#### RECITALS

- A. WHEREAS, Mayor and Council annually provides "Community Services and Enrichment Grants" to support nonprofit organizations that provide aid to City of Rockville residents who are experiencing difficulty meeting one or more basic needs related to housing, food, clothing, financial resources, health care and/or family well-being, as well as to support other nonprofit organizations that provide other benefits that enhance the quality of life for Rockville residents; and
- **B. WHEREAS,** on May 5, 2025, Mayor and Council approved the City of Rockville Fiscal Year 2026 Operating Budget and Capital Improvement Program (the "FY **2026 City Budget**"), and authorized the City Manager to, among other things, provide certain Community Services and Enrichment Grant funds to eligible nonprofit organizations listed in the FY 2026 City Budget; and
- C. WHEREAS, the Grantee submitted a City of Rockville Community Services and Enrichment Grant Application for fiscal year 2026 requesting certain Community Services and Enrichment Grant funds (the "CS&E Grant Funds") to support its [insert] Name of the Grantee program(s)] for [insert] general program information on how the grant funds will be utilized by the Grantee] (the "Grantee's CS&E Grant Funded Programs"); and

NOW, THEREFORE, IN CONSIDERATION of the Recitals, which are incorporated

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herein by reference, the mutual promises and covenants in this Agreement, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

#### **AGREEMENT**

**1. Term of Agreement.** The term of this Agreement shall commence on the Effective Date, and shall expire on June 30, 2026, unless extended or sooner terminated in accordance with Section 12 of this Agreement.

## 2. Program Services.

- a. The Grantee shall perform those services related to the implementation of the Grantee's CS&E Grant Funded Programs (the "**Program Services**") as specified in **Exhibit A** entitled "Scope of Program Services" which is attached hereto and incorporated herein.
- b. <u>Time of Performance</u>. The Grantee's performance of the Program Services shall begin on the Effective Date and end on the 30<sup>th</sup> day of June 2026. All of the various obligations to be undertaken by the Grantee pursuant to this Agreement, including the performance of Program Services must be completed by no later than June 30, 2026, unless the City Manager grants an extension for good cause shown.
- c. <u>Performance Monitoring</u>. The City Manager or his designee will monitor the performance of the Grantee against the program performance measures described in the Scope of Program Services attached hereto as <u>Exhibit A</u>. Substandard performance as solely determined by the City Manager or his designee shall constitute noncompliance with this Agreement.

#### 3. Fiscal Year 2026 Community Services and Enrichment Grant Funds.

- b. In consideration for accepting the FY 2026 Community Services and Enrichment Grant from Mayor and Council, the Grantee shall administer the Grantee's CS&E Grant Funded Programs in a manner satisfactory to the City Manager and consistent with any standards required by all applicable federal, state and City of Rockville rules and regulations.

- **4.** <u>Disbursement of FY 2026 Community Services and Enrichment Grant Funds.</u> The City Manager or his designee will disburse FY 2026 Community Services and Enrichment Grant funds to the Grantee pursuant to the terms of this Agreement.
  - a. On or about [insert] the exact date(s) of how often the Grantee will be permitted to submit a request for disbursement (e.g., the annual date, the quarterly dates, the monthly dates)], the Grantee shall submit a request for the disbursement of FY 2026 Community Services and Enrichment Grant funds to the City Manager or his designee in order to help pay for certain eligible expenses for Program Services related to the Grantee's CS&E Grant Funded Programs (the "Program Expenses"). The Program Expenses for which a disbursement of FY 2026 Community Services and Enrichment Grant funds is requested must have either been actually incurred by the Grantee or approved by the City Manager or his designee.
  - b. The Grantee shall submit a request for the disbursement of FY 2026 Community Services and Enrichment Grant funds utilizing the "Disbursement of Grant Funds" form, a sample of which is attached hereto as **Exhibit B** and incorporated herein. When submitting the request for disbursement, the Grantee must specifically identify the Program Expenses for which a disbursement of FY 2026 Community Services and Enrichment Grant funds is requested. In addition, the Grantee must attach to its request:
    - i. copies of all receipts and any other documentation as may be requested by the City Manager or his designee for Program Expenses actually incurred; and
    - ii. copies of all invoices and any other documentation as may be requested by the City Manager or his designee for Program Expenses that have not yet been incurred by the Grantee, but for which approval is requested.

The City Manager shall have the right at any time to request that the Grantee provide additional reasonable supporting documentation with any request for disbursement of FY 2026 Community Services and Enrichment Grant funds.

- c. The Grantee's request for disbursement of FY 2026 Community Services and Enrichment Grant funds should be made allowing at minimum twenty-one (21) calendar days to receive the grant funds. The request for disbursement shall not exceed the Program Expenses actually incurred or approved by the City Manager or his designee.
- d. The Grantee hereby acknowledges and expressly agrees that all disbursements of FY 2026 Community Services and Enrichment Grant funds to the Grantee by Mayor and Council under this Agreement shall be:
  - i. subject to the availability of sufficient funds in the FY 2026 City Budget, and

- ii. subject to the Grantee's compliance with all terms and conditions of this Agreement, including the monitoring and audit requirements set forth herein.
- e. Drawdowns for the disbursement of eligible expenses shall be made against the Grantee's CS&E Grant Funded Programs Budget, a copy of which is attached hereto as **Exhibit C** and incorporated herein, and in accordance with this Agreement.
- f. All FY 2026 Community Services and Enrichment Grant funds that have been disbursed by the City Manager or his designee but have not been expended by the Grantee pursuant to this Agreement by June 30, 2026, shall be returned to Mayor and Council by not later than July 15, 2026. All FY 2026 Community Services and Enrichment Grant funds by the Grantee that have not been approved and disbursed by the City Manager or his designee by August 15, 2026, shall remain with Mayor and Council.
- g. The Grantee shall not expend any FY 2026 Community Services and Enrichment Grant funds disbursed in violation of any federal, state, or local law existing during the term of this Agreement. In the event any such unlawful expenditures are made by the Grantee; the Grantee shall refund to Mayor and Council the FY 2026 Community Services and Enrichment Grant funds that were expended in violation of law.
- h. If applicable, the Grantee is obligated to take one of the following actions within seven (7) days after the receipt of FY 2026 Community Services and Enrichment Grant funds paid to the Grantee by Mayor and Council to pay for services and/or work related to the Grantee's obligations under this Agreement performed by an approved subcontractor of the Grantee:
  - Pay the subcontractor for the proportionate share of the total disbursement received from Mayor and Council attributable to the services and/or work related to the Grantee's obligations under this Agreement performed by the approved subcontractor; or
  - ii. Notify the City Manager and the subcontractor, in writing, of the Grantee's intention to withhold all or a part of the subcontractor's payment, with an explanation for the nonpayment.
- 5. <u>Independent Contractor</u>. The Grantee covenants and agrees that in the performance of the various obligations to be undertaken by the Grantee pursuant to this Agreement, including the performance of Program Services, it shall act as and be an independent contractor and not an agent or employee of the City of Rockville. In addition, the Grantee covenants and agrees that it will not in any manner hold itself out as an agent or representative of Mayor and Council or act in such a fashion that would give the

impression to a reasonable person that the Grantee is acting in such capacity.

- **6.** <u>Insurance</u>. Prior to the execution of this Agreement, the Grantee shall obtain, at its own costs and expense, the policies set forth in <u>Exhibit D</u> entitled "Insurance Requirements," which is attached hereto and incorporated herein, and maintain and keep in full force and effect those policies for the term of this Agreement. All policies, endorsements, certificates and/or binders shall be subject to approval by the City of Rockville's Safety and Risk Manager (the "**Risk Manager**") as to form and content. These requirements are subject to amendment or waiver if approved in writing by the Risk Manager. The Grantee shall provide the Risk Manager with a copy of said policies, certificates and/or endorsements demonstrating that the required insurance policies are in effect prior to the Effective Date. Self-insurance in the Montgomery County self-insurance fund shall be deemed sufficient to meet the requirements of this section.
- 7. Records. The Grantee shall be solely responsible for the implementation of internal controls and record keeping procedures that comply with this Agreement and all applicable laws. The Grantee's administrative, programmatic, and financial records pertaining to this Agreement must sufficiently support the determination that expenditures are allowable. City Manager and the City Attorney, or any of their duly authorized representatives, shall have access and the right to examine the Grantee's administrative, programmatic, and financial records pertaining to this Agreement. The Grantee shall retain all records pertinent to this Agreement for a period of five (5) years from the date of final disbursement for each fiscal year. Grantee shall retain such records beyond five (5) years so long as any litigation, audit, dispute, or claim relating to the Grantee's performance under this Agreement is pending.

#### 8. Reports.

- a. <u>Interim Progress Report</u>. Six months following the Effective Date, the Grantee shall provide the City Manager or his designee with an interim progress report (the "**Interim Progress Report**") in a manner and form to be determined by the City Manager or his designee. The Interim Progress Report shall contain such information as the City Manager or his designee requests, including but not limited to work accomplished and problems encountered, past and projected expenditures made against the Grantee's CS&E Grant Funded Programs Budget, and benchmarks reached. The Grantee shall ensure that each Interim Progress Report is received by the City Manager or his designee no later than ten (10) business days after the due date.
- b. <u>Final Report</u>. On or about June 30, 2026, the Grantee shall submit to the City Manager or his designee a final report in a manner and form to be determined by the City Manager or his designee that describes the completed obligations of the Grantee under this Agreement, including the completed Program Services, the

- success of the Grantee's CS&E Grant Funded Programs, any problems encountered in completing the Grantee's CS&E Grant Funded Programs, and such other information as the City Manager or his designee requires.
- c. In addition to the requirements set forth above, the Grantee shall provide the City Manager or his designee with such additional records, reports, and other documentation as may be required by the City Manager or his designee.

## 9. Monitoring / Audits.

- a. The Grantee agrees that the City Manager and the City Attorney, or any of their duly authorized representatives, shall have access to and the right to examine all facilities and activities of the Grantee related to the Grantee's performance under this Agreement, including, but not limited to, the right to audit, conduct further financial review, examine and make excerpts or transcripts of all contracts, subcontracts, invoices, payroll records, personnel records, and all other data or financial records relating to matters covered by this Agreement. The Grantee shall cooperate with the City Manager and the City Attorney, or any of their duly authorized representatives, in such audit, examination, or further review and shall provide them with access to the Grantee's facilities, staff and to all relevant records, documents, and data, including but not limited to, management letters, board minutes, and payroll.
- b. The Grantee shall comply with any audits by the City Manager and the City Attorney, or any of their duly authorized representatives, at Grantee's sole expense. The City Manager, or his duly authorized representatives, shall monitor the Grantee a minimum of once per year, which shall include a desk review and an annual site visit. The Grantee shall pay to Mayor and Council, from neither local nor federal funds, the full amount of liability resulting from disallowances or other audit or monitoring exceptions which are attributed to the Grantee's error, omission, or violation of any provision of this Agreement.
- **10.** <u>City Acknowledgment</u>. The Grantee shall acknowledge the support of Mayor and Council, where appropriate, in written documents and informational materials regarding the Grantee's CS&E Grant Funded Programs.
- 11. <u>Representations and Warranties of the Grantee</u>. The Grantee represents and warrants to Mayor and Council that:
  - a. The Grantee is duly formed, validly existing and in good standing under the laws of the State of Maryland and has the legal power and authority to conduct its business, to own its properties and to execute and deliver, and to perform its obligations under, this Agreement.
  - b. This Agreement has been duly authorized, executed and delivered by the Grantee,

- and constitutes a legal, valid and binding obligation of the Grantee for the benefit of Mayor and Council.
- c. All proceedings legally required to be taken by the Grantee in connection with the authorization of this Agreement and of the transactions related thereto, and all approvals, authorizations, consents and other orders of public boards or bodies as may be legally required to be obtained by the Grantee prior to the date hereof with respect to all or any of such matters, have been taken or obtained.
- d. The execution and delivery of this Agreement by the Grantee, and the performance of the Grantee of its obligations hereunder, do not (i) violate any provisions of the articles of incorporation, bylaws or other governing instrument of the Grantee, (ii) violate any law, rule or regulation having applicability to the Grantee or any order, writ, judgment, decree, determination or award to which the Grantee is a party, or (iii) result in the breach of or constitute a default under any agreement, lease or instrument to which the Grantee is a party or by which the Grantee is bound.
- **12.** <u>Termination</u>. This Agreement may be terminated in whole or in part under any of the following circumstances:
  - a. <u>Termination for Convenience</u>. Mayor and Council may, through the City Manager, terminate this Agreement without cause by giving the Grantee sixty (60) calendar days written notice.
  - b. Termination for Cause. Each of the Grantee's obligations under this Agreement, including the performance of Program Services, shall be deemed material. If the Grantee fails to perform any of its obligations under this Agreement, or any other Agreement with Mayor and Council, Mayor and Council may terminate this Agreement upon ten (10) business days advance notice ("Notice Period") to the Grantee, specifying Grantee's breach and providing the Grantee with the opportunity to cure the specified breach within the Notice Period, the opportunity to commence to cure the specified breach. In the event the Grantee fails to cure or commence to cure the specified breach within the Notice Period, this Agreement shall be terminated.
  - c. <u>Termination for Unavailability of Funds</u>. In the event of reduction, suspension, discontinuance or other unavailability of funds, Mayor and Council unilaterally may take appropriate action(s) including, but not limited to, immediately reducing the maximum dollar amount of the FY 2025 Community Organization Grant. Mayor and Council shall give the Grantee no less than sixty (60) days' advanced written notice of the action(s) Mayor and Council intends to take as a result of the unavailability of funds.

- d. In the event of termination under this section, the Grantee shall have the following obligations:
  - i. No later than thirty (30) days following the date of termination, the Grantee shall refund to Mayor and Council any unused portion of the FY 2026 Community Services and Enrichment Grant, including interest accrued, except that the Grantee shall have no obligation to refund to Mayor and Council any portion of the FY 2026 Community Services and Enrichment Grant expended as of the date of termination in accordance with the terms of this Agreement. Grantee shall also provide Mayor and Council with a written report detailing the expenditures, if any, from the FY 2026 Community Services and Enrichment Grant, including an accounting of its administrative expenses to the date of termination.

Nothing in this Agreement shall be deemed to be a waiver of Mayor and Council's right to recover from the Grantee any portion of the FY 2026 Community Services and Enrichment Grant that has not been spent in accordance with this Agreement.

- ii. Upon termination, the Grantee shall immediately deliver to Mayor and Council any and all copies of materials used or developed including, but not limited to, all data collection forms, studies and other work perform, whether or not completed by the Grantee or Grantee's subcontractor, if any, under this Agreement.
- e. The City Manager is authorized to terminate this Agreement on Mayor and Council's behalf.
- f. The City Manager may, at his sole option, pursue a course correction process with the Grantee to address issues with the Grantee's performance under this Agreement. However, the City Manager is under no obligation to pursue a course correction prior to exercising his right to suspend disbursement to the Grantee or to terminate this Agreement. Nothing in this Agreement shall be construed so as to deprive Mayor and Council of its rights and remedies at law or in equity against the Grantee.

#### 13. Miscellaneous Provisions.

a. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Grantee and Mayor and Council 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 Mayor and Council:** City of Rockville

111 Maryland Avenue Rockville, Maryland 20850

Attn: Sara Taylor-Ferrell, City Clerk / Director of

**Council Operations** 

Email: sferrell@rockvillemd.gov

With a Copies to: Jeff Mihelich, City Manager

Email: jmiheich@rockvillemd.gov

Robert E. Dawson, City Attorney Email: rdawson@rockvillemd.gov

Ryan Trout, Director of City of Rockville Housing

and Community Development

Email: rtrout@rockvillemd.gov

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Rock	ville, Maryland	
Attn:	· ·	
Email	:	

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. <u>Relationship of Parties</u>. The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the Parties as grantor and grantee 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.
- c. <u>Interpretation</u>. 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. The Parties agree that the expertise and experience of the Grantee are material considerations for this Agreement. Grantee shall not assign or transfer any interest in this Agreement nor the performance of any of the Grantee's obligations hereunder, without the prior written consent of Mayor and Council. In the event Mayor and Council determines that any of the rights, duties, obligations under this Agreement have been subcontracted or assigned to another vendor by Grantee, without the written consent of the City Manager, then Mayor and Council may exercise its right to take any appropriate remedy including, without limitation, termination of this Agreement.
- e. 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 FY 2026 Community Services and Enrichment Grant funds. 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. Mayor and Council's failure to act with respect to a breach by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of Mayor and Council to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- f. <u>No Third-Party Beneficiaries</u>. 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.
- g. <u>Conflict of Interests</u>. No member of Mayor and Council or any employee of the City of Rockville, Maryland shall be entitled to receive any funds provided pursuant to this Agreement or to any pecuniary benefit that may arise therefrom.
- h. <u>Severability</u>. 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.
- i. <u>Indemnification</u>. The Grantee shall indemnify and hold harmless, 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 the Grantee (or its officers, agents, employees, successors and assigns) of any of it right or obligations under this Agreement.
- j. <u>Liability</u>. The Grantee releases Mayor and Council, its employees and agents from, agrees that 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 Mayor and Council, its employees and agents, as a result of or in connection with the Grantee's CS&E Grant Funded Programs, except for the gross negligence or willful misconduct of Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.
- k. <u>No Attorneys' Fees</u>. In the event of any dispute or legal action arising under this Agreement, the prevailing Party shall not be entitled to attorneys' fees.
- No Waiver of Sovereign Immunity by the City. Notwithstanding any other provisions
  of this Agreement to the contrary, nothing in this Agreement nor any action taken by
  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 Mayor and Council's elected and appointed
  officials, officers and employees.
- m. <u>No Discrimination</u>. The Grantee shall not discriminate against any person in employment or in the provision of its obligations under this Agreement, including the performance of Program Services, because of race, gender, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation, or age.
- n. <u>Governing Law</u>. 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.
- o. <u>Exhibits</u>. All Exhibits referred to in this Agreement are by such references fully incorporated herein.
- p. <u>Counterparts</u>. 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 and acknowledgments appear on the following pages]

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

	MAYOR AND COUNCIL		
Approved as to form:  Robert E. Dawson, City Attorney	THE MAYOR AND COUNCIL OF ROCKVILLE, a body corporate and municipal corporation of the State of Maryland		
	By:  Jeff Mihelich, City Manager		
	ATTEST		
	By: Sara Taylor-Ferrell, City Clerk / Director of Council Operations		

# **GRANTEE**

# [INSERT LEGAL NAME OF THE GRANTEE], a Maryland, as Grantee

	By:	
		Name:
ACKNOWLEDGMENT		Title:
STATE OF MARYLAND COUNTY OF MONTGOMERY		
, known to me (or and title is subscribed to within the instr of, being authorized so	satisfactoricument, who in the a to do, execute the name	26, before me, personally appeared by proven) to be the person whose name acknowledged [herself / himself] to be bove instrument, and that [she / he], as cuted the foregoing instrument for the of, by [herself /
IN WITNESS WHEREOF, I hereunto s	set my hand	and official seal.
Notary Public		
My Commission Expires:		

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## **EXHIBIT A**

# FY 2026 Community Services and Enrichment Grant Scope of Program Services

[insert Name of Grantee]

[Staff is responsible for providing the following information]

## **PROGRAM SERVICES**

# PERFORMANCE MEASURES

(End of Exhibit "A")

## **EXHIBIT B**

## FY 2026 Community Services and Enrichment Grant Disbursement of Grant Funds

[insert Name of Grantee]

[Staff is responsible for drafting and inserting the standard Disbursement of Grant Funds form]

(End of Exhibit "B")

## **EXHIBIT C**

# FY 2026 Community Services and Enrichment Grant Program Budget

[insert Name of Grantee]

[Staff is responsible for inserting the Program Budget]

(End of Exhibit "C")

## **EXHIBIT D**

# FY 2026 Community Services and Enrichment Grant Insurance Requirements

[insert Name of Grantee]

[Staff is responsible for obtaining the Insurance Requirements from the City's Risk Manager]

(End of Exhibit "D")

## FY 2026 Community Services and Enrichment Program Descriptions

#### Adult Education

City of Rockville Scholarships – Montgomery College, a public two-year community college founded in 1946 with three campus sites and other facilities in Montgomery County including a campus with administrative facilities in Rockville. Grants funds from city are used for scholarship assistance for Rockville residents-students.

**Hospitality Training Program** – Established in 2010, Sunflower Bakery provides vocational training / job placement in hospitality and culinary arts for young people with disabilities, and life skills to individuals with physical/developmental handicaps.

Main Street Social Mainstays for Adults of All Abilities - Main Street owns-operates a supportive living facility in Town Center focused on young people with disabilities. Grant will continue funding assistance to support individuals with disabilities and their families, who seek housing for their family members, and program participation with Main Street. Main Street develops outreach and public presentation programs on related topics.

**Language Outreach Program** – Established in 1993 and operated by Community Reach of Montgomery County, this educational program provides English language instruction and citizenship classes to immigrant adults while their children receive childcare and tutoring.

**Future Link, Inc.** Future Link provides low-income, first-generation-to-college young adults with the tools, skills and resources to achieve economic self-sufficiency through education, career immersion activities, mentoring, and personalized academic support.

#### **Arts and Culture**

**F. Scott Fitzgerald Literary Festival 2025** – This festival was established in 1996 to celebrate the centenary of Fitzgerald's birth. F. Scott and family are buried in the cemetery of St. Mary's Roman Catholic Church in Rockville. FSFLF is dedicated to advancing Fitzgerald's the cultural-historic legacy of his work and honors contemporary literary luminaries. The annual event includes writing workshops, keynote speakers, panel discussions, films, short story contests, and presentation of the F. Scott Fitzgerald Award for Achievement in American Literature.

Heritage Education and Preservation Services. - A community-based organization founded in 1974 to help preserve, archive and protect physical and historic-cultural assets of the Rockville community for future generations. The group promotes preservation and adaptive use of local historic buildings and places, manages archival-storage and provides research opportunities for historic-cultural artifacts unique to the city, and hosts educational-cultural events open to all within city facilities and elsewhere.

**Rockville Little Theatre 2025-2026 Season-** Volunteer organization founded in 1948 dedicated to the presentation of inclusive theatre to both enrich the community's cultural offerings and to showcase local talent. RLT provides opportunities for community members to gain collaborative experience within theatre arts. RLT season operates in Rockville's Fitzgerald Theatre with city supported facility and rental fees.

**Rockville Musical Theatre 2026 Season** – The Rockville Musical Theater is a volunteer organization founded in 1947 dedicated to the presentation of inclusive musical theatre to both enrich the community's cultural offerings and to showcase local talent. Includes individuals with collegiate and professional experience with aspects of theatrical arts. RMT season operates in Rockville's Fitzgerald Theatre with city supported facility and rental fees.

**Rockville Sister City Corporation** – This is a volunteer organization founded in 1957, affiliated with Sister Cities International, Inc. RSCC hosts local visits and events, organizes exchanges and fosters good relations with Rockville sister cities of Pinneburg, Germany and Yilan City, Taiwan. Past and present cultural events organized by Rockville Sister Cities have grown to be regular annual programs.

**Victorian Lyric Opera Company** – This is a light opera company founded in 1978 featuring combinations of professional and volunteer opera artists striving to preserve and expand the scope of the operatic theatrical form among contemporary audiences. VLOC season operates in Rockville's Fitzgerald Theatre with city supported facility and rental fees, and grant funding through other sources.

VisArts in the Community – The Metropolitan Center for the Visual Arts -VisArts offers hands-on art programs for many age groups in a variety of artistic techniques and disciplines. It also manages group art class-studio spaces for groups and individuals along with managing a special events rental space. It is a regional resource for program support for artistic and cultural events with a Rockville focus. Grants funds will be used for Rockville Arts Festival, Arts in the Square, and other arts programs in the city.

# Food and Clothing Distribution

**Delivering Good Network** – Bender JCC of Greater Washington. As an intermediary, Delivering Good Network prepares meals, packs bags of goods and nonperishable foods, and holds collections to support organizations that then deliver those products directly to those who need them.

Emergency Hunger Relief Program - So What Else, Inc. has provided free after school and summer programming to underserved youth throughout the Baltimore-Washington Metropolitan Area since 2009. In 2021, the program expanded its food distribution services because of a demonstrated increase in community need, due to the COVID-19 pandemic.

Interfaith Clothing Center – Established in 1965, this Interfaith Works program collects and distributes free clothing, furniture, and household items to low-income men, women, and children who are referred by public or private service agencies. Interfaith Clothing Center is operated by Interfaith Works, and in 2017 moved to expanded space within the same building located at 751

Twinbrook Parkway, which allowed for increased services. In 2021, the program expanded its services to include food distribution because of a demonstrated increase in community need, due to the COVID-19 pandemic. In 2022, it increased its capacity for vocational training.

Manna Food Center – Established in 1983, Manna Food distributes food donated by the community and purchased with donated funds to individuals and families in need. Food supplies also are provided to local shelters, schools, and other human services organizations. Manna offers nutrition education and administers a food recovery network of food providers, recipient organizations, and volunteers.

**Multi-Cultural Mobile Food Assistance -** Nourish Now, established in 2011, runs this program. They recover food from restaurants, caterers, farms, and other licensed food providers and distributes it to individuals and families in need, as well as to partner organizations.

#### Health Care

**CCACC** Health Services – The Chinese Culture and Community Service Center operates this program, which was established in 2003 as the Pan Asian Volunteer Health Clinic, and provides free or low-cost primary care, pain management, diabetic care, mental health, and social services, as well as ACA outreach and training events for the public and healthcare professionals. In 2020, CCACC Health Center expanded scope of services to offer rehabilitation services (physical therapy, occupational therapy) and started to provide chronic disease management services. Recently, they began to offer service to the insured, but underserved community members.

Comprehensive Community Empowerment Project – This program is operated by the Korean Community Center of Greater Washington and was established in 2003. The program provides information and referrals, case management, health care education, and mental health services to low-income Asian residents.

Mansfield Kaseman Health Clinic – Established in 2004 and operated by Community Reach of Montgomery County, this program provides medical care to uninsured Montgomery County residents and those on Medicaid. Services include primary and specialty health care, behavioral health, education, and information and referral. The clinic suffered a flood in December 2021 due to a pipe leak in restaurant above the clinic. For several months limited services were offered from its temporary site at the Rockville United Church. The clinic has returned to its permanent home but continues to offer a vaccination clinic at the church.

**Mental Health Support and Education** – The National Alliance on Mental Illness (NAMI, Montgomery County) was established in 1978. This program provides mental health education and support groups for individuals living with mental illness and their support system.

**Pop-up Primary Care Clinics and Food as Medicine to Improve Health** – Care for Your Health provides a pop-up clinic at Mt. Calvary Baptist Church. With this clinic, the goal is to implement a holistic approach that integrates high-quality primary healthcare and access to fresh local produce in low-income populations over 18 years of age. Care for your Health provides regular primary care visits, cancer screening, women's health, and mental health services. They recently added a Black Men's Clinic. Fresh produce is provided through Community Farm Share.

**Restore The Joy Empowerment Luncheon** – The Women Who Care Ministries was founded in 2002. It provides crisis counseling and safety net services for people who suffer from impacts of domestic violence, substance abuse, and those in recovery from life-altering challenges and trauma. Women Who Care Ministries also hosts an annual celebratory event to gather and honor those going through life changing crisis, and the many area partners who support the work of this organization

**Rockville Primary Care Medical Home and Women's Clinic** – Mobile Medical Care, Inc. has provided services to Rockville residents since 1974. This agency established a Rockville based clinic in 2011. This program provides primary health care to persons who face barriers in accessing medical services. The clinic provides primary and secondary medical care, including behavioral health, diabetes care, and gynecology. The Clinic moved, in FY 2022, to 1500 East Gude Drive.

Tree House CAC Medical & Psychology Services - The Tree House Child Advocacy Center (CAC) of Montgomery County, MD, is dedicated to reducing trauma and promoting healing for child and adolescent victims of sexual abuse, physical abuse, and neglect. Through an innovative, collaborative process between the private and public sectors, key professionals come together on behalf of the best interests of victims. The Tree House is where hope and healing take root. The medical care clinic is a division of the medical department. It serves as a medical entry for child victims, including children newly placed into the foster care system. As the most medically underserved and neglected pediatric population, it is our goal that each child patient will receive unlimited clinical individual attention, including a complete examination, referrals if needed, and a follow-up visit to address any and all medical issues. The psychologist will assist with evidence-based mental health therapies such as Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) and Problematic Sexual Behavior Cognitive-Behavioral Therapy<sup>TM</sup> (PSB-CBT) to children ages 7 to 12 exhibiting problematic sexual behaviors in Rockville, Maryland. All Tree House mental health therapists are currently completing PSB-CBT training and certification.

Mental Health Counseling for Christ Episcopal School Students -Christ Episcopal School has 111 students. With support from Rockville and an anonymous, the school would provide part-time individual and group counseling support to students who are struggling with anxiety, depression, and other emotional challenges that are caused in part by the Covid pandemic, remote learning environments, and increased isolation and empowering and equipping teachers to support students better in their emotional experiences and development, through consultation and continued education by a trained psychologist or counselor, and through the "Stop and Think Social Skills Program". Not recommended for funding.

# **Housing Services**

**Hope Housing** – Established in 2002 by Montgomery County Coalition for the Homeless, this program provides low-rent housing for single adults with physical and/or mental disabilities. Residents receive case management and other supportive services. In recent years, Hope Housing has increased its capacity through assumption of programs from other service providers, leading to an increased presence in Rockville.

**Interfaith Works Women's Center** – Established in 1997 by the Community Reach of Montgomery County, this program is now operated by Interfaith Works. It provides year-round emergency

transitional shelter for 70 single women to address their needs for housing and access to community services. The program moved to a larger space from Taft Court in 2017. And, has a second location on Crabbs Branch Way. During the pandemic, Taft Court, which had housed 70 women, housed only 35 for safe distancing. The decision was made to keep the capacity at that after the pandemic. Therefore, each of the two shelters houses 35 women.

**Jefferson House** – Established in 1991 as a Personal Living Quarters, this program provides affordable housing and support services for six formerly homeless men who have completed a formal addiction treatment program. Jefferson House is operated by Community Reach of Montgomery County (formerly, Community Ministries of Rockville).

**Nebel Street Men's Shelter-** (formerly, Home Builders Care Assessment Center)— Established in 1990 by Montgomery County Coalition for the Homeless, this program provides year-round overnight shelter to homeless men. In January 2022, MCCH began operations at the new emergency shelter on Nebel Street. This facility has a capacity for 200 men year-round. This increased capacity is significantly higher than previous, potentially serving 60 men in the summer and around 175 men in the winter per night. The new facility brings residents, staff and all supportive services into one facility with a significant increase in bed capacity.

**Refuse cost subsidy for affordable housing units** for Rockville Housing Enterprises. Founded in 1959, Rockville Housing Enterprises is the Housing Authority for the City of Rockville. Refuse cost subsidy for affordable housing units.

**Rockland House** – Established in 2014, this program provides affordable housing and ongoing support services, including case management meetings and workshops, for five formerly homeless women. Rockland House is operated by Community Reach of Montgomery County.

**Stepping Stones Shelter** – Established in 1980, this organization provides year-round emergency shelter to homeless families. Its services include provision of meals; housing referrals; case management; workshops and seminars; and clothing, furniture, and household items.

Rainbow Place Women's Shelter- Opened in 1982 as a very basic program offering a warm, safe place to sleep and little else. Over the years, services have greatly expanded and today, Rainbow is a well respected part of the Montgomery County Continuum of Care providing shelter, 3 meals per day, supplies, showers, laundry, supportive staff, counseling, case management, and other resources necessary to transition shelter guests out of homelessness. On average we serve between 80-100 women a year. Rainbow has a committed, experienced staff who return year after year.

# **Public Safety Services**

Water cost subsidy for The Rockville Volunteer Fire Department Incorporated, which provides firefighting, rescue and EMT services to all Rockville constituents at no charge to residents, supports Rockville Police and provides volunteer services for city sponsored events.

#### **Senior Services**

Senior Reach – Established in 1981 and operated by Community Reach of Montgomery County, this program provides basic housekeeping and personal care to frail, homebound, elderly and disabled individuals, as well as case management to assess clients' need for additional social services. Additionally, the Safe and Habitable Home Project offers free home repairs, maintenance, and modifications to ensure safety and functionality.

**RAVE (Rockville Area Village Exchange)** – Village Support Network (VSN), a DBA of Rockville Area Village Exchange, was established in 2017 to address gaps in Rockville's Village program. Villages are unique grassroots neighborhood organizations that provide support services, activities, and transportation to address social isolation of older residents. VSN provides essential resources, technology, marketing, and insurance support for developing Villages.

# Youth Development

**Rockville Science Center** — Established in 1989 to increase science literacy in the general public, and to encourage young people to develop and maintain their natural interest in science. RSC is an educational resource that provides hands on training and related event participation within a maker space, and partnership youth programs with area groups and educational institutions. Mentorship-partnership programs were recently augmented by a tool library for all. RSC developed and hosts activities, presentations, classes, and development projects at the Rockville Science Center and elsewhere with partners. Partnership projects include student engineering teams; field trips; exhibits and festivals, Science Bowl; Science Day Camp; and science themed expositions.

Rockville Youth Development Out-of-School Time Programs – the organization, So What Else, Inc., has provided free after school and summer programming to underserved youth throughout the Baltimore-Washington Metropolitan Area since 2009. This program provides after school programs, summer camps, spring break camps, volunteer opportunities and healthy meals for children ages 5-18 in Rockville sites—Maryvale ES Linkages to Learning, Rockville Housing Enterprises, etc. Programs are free and provide nurturing environment for enrichment and fun.

**STEM/Robotics Education in Rockville** – Weestar Corporation focuses on promoting STEM education among youth with hands on training in robotics and related computer coding skills. Their youth teams participate in regional – national-international robotics competitions.

Rockville City Theatre Summer Camp and Out of School Time Theatre Classes -Adventure Theater, established in 1951, started camps in Rockville in 2020. In FY25, ATMTC expanded its partnership with the city by adding school-year classes at two elementary schools, Beall and College Gardens. With full funding, ATMTC could reduce the cost for students in classes and camps, as the grant would subsidize operational costs, including Teaching Artist salaries.

**Teens Learn to Care About Adults with Dementia** – Link Generations, Inc. - Pair students with older adults at Ingleside who suffer with dementia, with goal to combat isolation for adults and to educate the future workforce on one type of geriatric care. This is not recommended for funding.

Bringing the Arts to Life at Twinbrook Elementary School - Carpe Diem Arts, established in 2016, mission is to provide theater arts to children in the community. Three parts to the program are included in this funding request. Ukes on the Move builds skills and confidence through music-making, songwriting and performing. Drum Circle, for 5<sup>th</sup> graders, releases emotional trauma, increases self-confidence, reduces anger and depression, and improves a sense of belonging. Assemblies for entire school help improve youth mental health and expand horizons. This is not recommended for funding.

#### Miscellaneous

**Paramedic Chase Vehicle Replacement** – Provides firefighting, rescue and EMT services to all Rockville constituents at no charge to residents, supports Rockville Police and provides volunteer services for city sponsored events. This funding is recommended in different part of the general fund.

**Rockville Emergency Assistance Program**, Community Reach of Montgomery County - REAP currently receives funding in the city's budget that it distributes as emergency financial assistance to City of Rockville residents. This funding request seeks salary support for the time spent by REAP director to distribute CoR funding to approximately 38 households and to help other City of Rockville residents who receive funding from other sources. This funding is recommended in different part of the general fund.

**Open Shop Hours-** The Rockville Bike Hub (RBH) is a nonprofit Community bike shop incorporated in September 2014. They are an all-volunteer organization with a working board. Their mission is to provide resources to help people learn how to maintain and repair their bicycles. They operated as a "pop-up" shop at the Pike Central Farmers Market, setting up there twice a month. RBH has also provided mechanical support for charity rides in the Rockville area such as Tour de Cookie. This is not recommended for funding.



MAYOR AND COUNCIL Meeting Date: June 16, 2025
Agenda Item Type: CONSENT

Department: CITY MANAGER'S OFFICE (CMO)
Responsible Staff: JEFF MIHELICH

## Subject

Approval and Authorization of the City Manager to execute the First Amendment to the REDI Funding Agreement for Fiscal Years 2025-2027.

## **Department**

City Manager's Office (CMO)

#### Recommendation

Staff recommends that the Mayor and Council approve the First Amendment to the REDI Funding Agreement for Fiscal Years 2025-2027 and authorize the City Manager to execute the Agreement on behalf of the Mayor and Council, subject to approval as to legal form by the City Attorney.

#### **Discussion**

On May 5, 2025, the Mayor and Council approved the FY26 Operating Budget and Capital Improvements Program. The approved budget included a budgeted allocation of \$1,472,880 for REDI to fund and implement REDI's economic development programs and activities and administrative operating expenses pursuant to a funding agreement. The FY26 REDI budget consists of the following:

Budget Item	Amount
Operating Expenses	\$912,895
Economic Development Program and	\$559,985
Activities	
Total	\$1,472,880

## **Mayor and Council History**

On June 6, 1997, the Mayor and Council established REDI's predecessor, Greater Rockville Partnership, Inc. (GRPI), and approved its Articles of Incorporation, which organized GRPI as a nonstock charitable "supporting organization" to be operated for the following purposes:

- To support and assist the Mayor and Council by conducting and performing the functions previously conducted by the Economic Development Division of the Department of Community Development;
- To establish the City of Rockville as a leading center for economic development while sustaining an equitable balance between the commercial and residential segments of the City of Rockville;
- To promote the retention and expansion of resident businesses in the City of Rockville;
- To encourage the formation of new business enterprises in the City of Rockville and to attract new businesses to the City of Rockville;
- To create, retain, and attract jobs within the City;
- To foster education and communication between the City of Rockville's business community and the general public;
- To assemble, maintain, and disseminate information on the City's business community, workforce, and economic climate; and
- To promote workforce development and a positive business climate within the City of Rockville.

On November 19, 2003, GRPI, with the consent and authorization of the Mayor and Council amended its Articles of Incorporation and changed its name to "Rockville Economic Development, Inc."

On January 1, 2021, the Mayor and Council and REDI entered into a funding agreement from FY21-FY24 in an amount totaling \$5,622,900. That Agreement expired on June 30, 2024. On July 1, 2024, the Mayor and Council and REDI entered into the REDI Funding Agreement – FY 2025 -2027. The governing body allocated \$1,418,960 for Fiscal Year 2025.

## Fiscal Impact

Funding in the approved amount of \$1,472,880 will be available at the start of FY26 (July 1, 2025) in the REDI cost center in the City Manager's Office operating budget.

#### **Next Steps**

Upon approval of the Agreement, the City Manager will execute the First Amendment to the REDI Funding Agreement – Fiscal Years 2025 - 2027.

#### **Attachments**

1st Amendment to REDI Funding Agreement - FY 2025-2027 (Draft for M&C Approval)

#### MAYOR AND COUNCIL OF ROCKVILLE

#### FIRST AMENDMENT

**REDI Funding Agreement – Fiscal Years 2025 - 2027** 

This **FIRST AMENDMENT TO THE REDI FUNDING AGREEMENT** – **FISCAL YEARS 2025-2027** (this "**First Amendment**"), effective July 1, 2025 (the "**Effective Date**"), is entered by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body corporate and municipal corporation of the State of Maryland (the "**Mayor and Council**"), acting through its City Manager (the "**City Manager**"), and **ROCKVILLE ECONOMIC DEVELOPMENT**, **INC.**, a Maryland nonstock corporation ("**REDI**"). Individually, the Mayor and Council and REDI may each be referred to hereinafter as the "**Party**," or collectively as the "**Parties**."

## **RECITALS**

- **A. WHEREAS,** effective July 1, 2024, the Mayor and Council and REDI entered into that certain REDI Funding Agreement Fiscal Years 2025-2027 (the "**REDI Funding Agreement**"), pursuant to which the Mayor and Council agreed to provide REDI with \$1,418,960 in local taxpayer funds for Fiscal Year 2025 (the "**FY 2025 City Funds**"), and REDI agreed to utilize those funds for the sole purpose of (i) funding and implementing REDI's "Economic Development Programs and Activities" set forth in <u>Exhibit A</u> of the REDI Funding Agreement, and (ii) funding REDI's "Administrative Operating Expenses" set forth in <u>Exhibit B</u> of the REDI Funding Agreement; and
- **B. WHEREAS,** on May 5, 2025, the Mayor and Council approved its Fiscal Year 2026 City of Rockville Operating Budget and Capital Improvements Program and, among other things, included a budgeted allocation to REDI of up to One Million Four Hundred Seventy-Two Thousand Eight Hundred Eighty and 00/100 Dollars (\$1,472,880.00) in local taxpayer funds for Fiscal Year 2026 (the "FY 2026 City Funds"); and
- **C. WHEREAS,** the Parties have agreed to amend the REDI Funding Agreement, which this First Amendment is intended to hereby amend, in order to, among other things, disburse and account for the FY 2026 City Funds, and to provide full transparency regarding the expenditure by REDI of the FY 2026 City Funds and the FY 2025 City Funds, and any other funds that may be made available under the REDI Funding Agreement.

**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:

1. <u>Recitals</u>. Recitals D, E, and F of the REDI Funding Agreement are hereby amended and shall hereinafter be and read as follows:

- D. WHEREAS, (i) on May 5, 2025, the Mayor and Council approved its Fiscal Year 2026 City of Rockville Operating Budget and Capital Improvements Program, and among other things, included a budgeted alloction to REDI of up to One Million Four Hundred Seventy-Two Thousand Eight Hundred **Eighty and 00/100 Dollars (\$1,472,880.00) in local taxpayer** funds for Fiscal Year 2026 (the "FY 2026 City Funds"), and (ii) on May 6, 2024, the Mayor and Council approved its Fiscal Year 2025 City of Rockville Operating Budget and Capital Improvements Program and, among other things, included a budgeted allocation to REDI of up to One Million Four Hundred Eighteen Thousand Nine Hundred Sixty and 00/100 Dollars (\$1,418,960.00) in local taxpayer funds for Fiscal Year 2025 (the "FY 2025 City Funds" and together with the FY 2026 City Funds, the "City of Rockville Taxpayer Funds"); and
- E. WHEREAS, REDI shall utilize FY 2025 the City of Rockville Taxpayer Funds for the sole purpose of (i) funding and implementing REDI's "Economic Development Programs and Activities" set forth in Exhibit A, and (ii) funding REDI's "Administrative Operating Expenses" set forth in Exhibit B-in order to implement REDI's Economic Development Programs and Activities; and
- F. WHEREAS, the Parties have entered into this Agreement in order to ensure accountability and to provide full transparency regarding the expenditure by REDI of FY 2025 the City of Rockville Taxpayer Funds, and any other funds made available under this Agreement.
- **2.** Section 3 of the REDI Funding Agreement is hereby amended and shall hereafter be and read as follows:
  - 3. FY 2025 City of Rockville Taxpayer Funds. In consideration of the various obligations and covenants to be undertaken by REDI pursuant to this Agreement, the Mayor and Council agrees to provide REDI with the FY 2026 City Funds and the FY 2025 City Funds, to be used for the sole purpose of (i) funding and implementing REDI's Economic Development Programs and Activities set forth in Exhibit A, and (ii) funding REDI's Administrative Operating Expenses set forth in Exhibit B-in order to implement REDI's Economic Development Programs and Activities, subject to the terms of this Agreement.

- **3.** Section 4 of the REDI Funding Agreement is hereby amended and shall hereafter be and read as follows:
  - **4.** <u>Disbursement of FY 2026</u> <u>2025</u> <u>City Funds</u>. The City Manager or the City Manager's designee will disburse <u>FY 2025</u> <u>FY 2026</u> City Funds to REDI pursuant to the terms of this Agreement.
    - a. On or about **July 1**, 2025 2024, the City Manager shall direct the Department of Finance to disburse to REDI up to \$943,940 \$896,980 of the FY 2025 FY 2026 City Funds for utilization by REDI solely to fund the following:

REDI's Administrative Operating Expenses \$431,987.50 **\$456.447.50** REDI's Economic Development Programs and Activities Small Business Impact Fund Grant Program \$150,000.00 **Incentive Grant Program** \$175,000.00 Life Sciences Branding Program \$ 50,000.00 Rockville Rewards Program: \$ 12,500.00 Economic Development Activities \$ <del>40,750.00</del> **23,250.00** Marketing Activities: \$ 36,742.50 **Maryland Women's Business Center** \$ 40,000.00 Sub-Total: \$487,492,50 Total **Initial Disbursement**: <del>\$896,980</del> **\$943,940.00** 

b. On or about **January** 12, 2026–13, 2025, REDI shall submit a request to the City Manager for the disbursement of the remaining \$528,940 \$521,980 of the FY 2025 FY 2026 City Funds. Upon review of REDI request by the City Manager, and subject to REDI's compliance with the terms of this Agreement, the City Manager will direct the Department of Finance to disburse up to the remaining \$528,940 \$521,980 of the FY 2025 FY 2026 City Funds for utilization by REDI solely to fund the following:

<del>\$431,987.50</del> **\$456,447.50** REDI's Administrative Operating Expenses REDI's Economic Development Programs and Activities Small Business Impact Fund Grant Program **Incentive Grant Program** \$ \$ Life Sciences Branding Program Rockville Rewards Program: \$ 12,500.00 Economic Development Activities \$ <del>40,750.00</del> **23,250.00** \$ 36,742.50 Marketing Activities: **Maryland Women's Business Center** Sub-Total: **\$** 72,492.50 \$521,980 **\$528,940.00 Total Final Disbursement:** 

c. REDI hereby acknowledges and expressly agrees that all

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disbursements of <u>FY 2025</u> <u>FY 2026</u> City Funds to REDI under this Agreement shall be:

- i. subject to the availability of sufficient funds in the City of Rockville FY 2025 FY 2026 City Budget, and
- ii. subject to REDI's compliance with all terms and conditions of this Agreement, including the reporting requirements and the monitoring and audit requirements set forth in this Agreement.
- d. Upon a finding by the City Manager that REDI has made an unauthorized or undocumented use of any FY 2025 City of Rockville Taxpayer Funds, and upon a demand for repayment issued by the City Manager and supported by the reason for the finding, REDI shall promptly repay such amounts to the Mayor and Council.
- e. The City Manager will monitor REDI's actual operating fund reserve balance and when the actual operating fund reserve balance exceeds the target operating fund reserve balance, then the City Manager may decrease future REDI operating fund requests in the City Manager's proposed budget by the amount over the target reserve as reasonably determined by REDI's Board of Directors.
- f. REDI shall not expend <del>FY 2025</del> City of Rockville Taxpayer Funds in violation of federal, state, or local laws existing during the Term of this Agreement. In the event any such unlawful expenditures of <del>FY 2025</del> City of Rockville Taxpayer Funds are made, REDI shall refund to the Mayor and Council the <del>FY 2025</del> City of Rockville Taxpayer Funds that were expended in violation of law.
- **4.** <u>Section 6</u>. Section 6 of the REDI Funding Agreement is hereby amended and shall hereafter be and read as follows:
  - 6. <u>Insurance</u>. Prior to the execution of this Agreement, REDI shall obtain, at its own costs and expense, the policies set forth in <u>Exhibit C</u> entitled "Insurance Requirements," which is attached hereto and incorporated herein, and maintain and keep in full force and effect those policies for the Term of this Agreement. All policies, endorsements, certificates and/or binders shall be subject to approval by the City of Rockville's Safety and Risk Manager (the "Risk Manager") as to form and content. These requirements are subject to amendment or waiver if approved in writing by the Risk Manager. REDI shall provide the Risk Manager with a copy of said policies, certificates and/or endorsements

demonstrating that the required insurance policies were in effect as of July 1, 2024–2025, and will remain in effect for the duration of this Agreement.

- 5. <u>Section 8</u>. The first paragraph of Section 8 and Section 8.c. of the REDI Funding Agreement is hereby amended and shall hereafter be and read as follows:
  - 8. Monitoring Use of the FY 2025 City of Rockville Taxpayer Funds. As a way of ensuring that the FY 2025 City of Rockville Taxpayer Funds will be used in compliance with the terms of this Agreement, the City Manager or the City Manager's designee shall monitor the FY 2025 City of Rockville Taxpayer Funds as follows:
    - c. Audited Financial Records. On or before September 30<sup>th</sup> during the term of this Agreement, REDI shall submit to the Mayor and Council and the City Manager its audited financial statements for the previous fiscal year, in a form approved by the City of Rockville Department of Finance, prepared in accordance with Generally Accepted Accounting Principles established by the Financial Accounting Standards Board or the American Institute of Certified Public Accountants, and certified by an independent firm of certified public accountants (the "REDI Audited Financial Statements"). The REDI Audited Financial Statements must include a schedule which details REDI's expenditure of the FY 2025 City of Rockville Taxpaver Funds. If REDI is unable to submit its audited financial statements by September 30<sup>th</sup>, then REDI shall provide City of Rockville Department of Finance with preliminary financial statements or other financial information requested for the City to prepare its Annual Financial Statements and then REDI shall submit the REDI Audited Financial Statements on or before October 31st.
- **6.** <u>Section 12</u>. Section 12.b. of the REDI Funding Agreement is hereby amended and shall hereafter be and read as follows:
  - b. REDI shall utilize the <u>FY 2026 City Funds</u> and the FY 2025 City Funds <u>respectively</u> for the sole purpose of:
    - i. Funding and implementing REDI's Economic Development Programs and Activities set forth in **Exhibit A**; and
    - ii. Funding REDI's Administrative Operating Expenses set forth in **Exhibit B**; and

- 7. <u>Section 13.</u> Section 13.a., c. and d. of the REDI Funding Agreement is hereby amended and shall hereafter be and read as follows:
  - a. The following shall constitute a default of REDI under this Agreement:
    - i. Breach of any of REDI's covenants, agreements, or certifications in this Agreement, including the expenditure of FY 2025 City of Rockville Taxpayer Funds for any use other than for the purposes set forth in this Agreement or in an unauthorized manner; or
    - ii. REDI's failure to comply with federal, state, or local laws, regulations, or rules related to the expenditure of FY 2025 City of Rockville Taxpayer Funds.
  - c. To the extent that any such default is curable, REDI shall have ten (10) business days from the date the Mayor and Council's notice of default is postmarked or sent via electronic mail (whichever is sooner) to cure the default; provided, however, if the default is of a nature that cannot be cured within ten (10) business days, an event of default shall not arise hereunder if REDI commences to cure the default within ten (10) business days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than thirty (30) calendar days after receipt of the notice of default. After the conclusion of the cure period, if REDI has not cured the default to the satisfaction of the Mayor and Council, the Mayor and Council may, at its option:
    - i. Direct the City Manager to assist REDI in curing the default;
    - ii. Suspend its disbursement of FY 2025 City of Rockville Taxpayer
      Funds to REDI until such time as the default has been cured by
      REDI; or
    - iii. Immediately terminate this Agreement for cause.
  - d. In the event the Mayor and Council terminates this Agreement for cause:
    - i. REDI's authority to request disbursements shall cease and REDI shall have no right, title, or interest in or to any of the FY 2025
       City of Rockville Taxpayer Funds not already disbursed or appropriately encumbered;
    - ii. The Mayor and Council may demand repayment from REDI of any amounts the City Manager determines were not expended in

accordance with this Agreement;

- iii. The Mayor and Council, at its sole discretion, may demand repayment of all FY 2025 City of Rockville Taxpayer Funds disbursed to REDI; provided that REDI shall not be required to repay those FY 2025 City of Rockville Taxpayer Funds that have either been appropriately (A) disbursed by REDI pursuant to the terms of this Agreement, or (B) encumbered by REDI for payment to a third party pursuant to the terms of this Agreement, prior to the Mayor and Council's notice of termination; and
- iv. The Mayor and Council, at its sole discretion, may bar REDI from receiving additional funds from the Mayor and Council.
- **8.** <u>Section 14.</u>a. Section 14.a. and e. of the REDI Funding Agreement is hereby amended and shall hereafter be and read as follows:
  - a. Notices, Demands, and Communications Between the Partiers. Formal notices, demands, and communications between REDI and the Mayor and Council 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 Mayor and Council: City of Rockville

111 Maryland Avenue Rockville, Maryland 20850

Attn: Sara Taylor-Ferrell, City Clerk / Director of

Council Operations Email: cityclerk@rockvillemd.gov

With a Copies to: Barack Matite, Acting City Manager

<u>Jeff Mihelich, City Manager</u> Email: <u>bmatite@rockvillemd.gov</u> <u>Email: jmihelich@rockvillemd.gov</u>

Robert E. Dawson, City Attorney Email: <u>cityattorney@rockvillemd.gov</u>

**To REDI:** Rockville Economic Development, Inc.

51 Monroe Street, PE-20 Rockville, Maryland 20850 Attn: Chief Executive Officer Email: Admin@rockvilleredi.org Notices personally delivered or delivered by document delivery service or United States mail shall be deemed effective upon receipt. 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.

- e. 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 FY 2025 City of Rockville Taxpayer Funds. 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. A Party's failure to act with respect to a breach by the other Party does not waive its right to act with respect to subsequent or similar breaches. The failure of either Party to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- 9. <u>Exhibit A</u>. Exhibit A to the REDI Funding Agreement is hereby amended and restated in its entirety to read as set forth in <u>Exhibit A</u> hereto.
- **10.** Exhibit B to the REDI Funding Agreement is hereby amended and restated in its entirety to read as set forth in Exhibit B hereto.
- 11. Except as provided in this First Amendment, all terms used in this First Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the REDI Funding Agreement.
- 12. This First Amendment embodies the entire agreement between the Mayor and Council and REDI with respect to the amendment of the REDI Funding Agreement. In the event of any conflict or inconsistency between the provisions of the REDI Funding Agreement and this First Amendment, the provisions of this First Amendment shall control and govern.
- 13. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the REDI Funding Agreement remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this First Amendment shall not, in any manner impair the REDI Funding Agreement, the purpose of this First Amendment being simply to amend and ratify the REDI Funding Agreement, as hereby amended and ratified, and to confirm and carry forward the REDI Funding Agreement, as hereby amended, in full force and effect.

14. THIS FIRST AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF MARYLAND.

[Signatures and acknowledgements appear on the following page]

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

	MAYOR AND COUNCIL  THE MAYOR AND COUNCIL OF ROCKVILLE, a body corporate and municipal corporation of the State of Maryland	
Approved as to form:		
Robert E. Dawson, City Attorney	By:	
Attest		
Sara Taylor-Ferrell, City Clerk / Director of Council Operations		

# **REDI**

# **ROCKVILLE ECONOMIC DEVELOPMENT, INC.**, a Maryland nonstock corporation

B ACKNOWLEDGMENT	y: Cynthia Rivarde, Chief Executive Officer
STATE OF MARYLAND COUNTY OF MONTGOMERY	
(or satisfactorily proven) to be the person winstrument, who acknowledged herself to be the Development, Inc. in the above instrument, authorized so to do, executed the foregoing in	personally appeared Cynthia Rivarde, known to me whose name and title is subscribed to within the he Chief Executive Officer of Rockville Economic and that she, as Chief Executive Officer, being instrument for the purposes therein contained, by opment, Inc., by herself as Chief Executive Officer
IN WITNESS WHEREOF, I hereunto set my l	nand and official seal.
Notary Public My Commission Expires:	

# Amendment and Restatement of REDI Funding Agreement – Exhibit A

# EXHIBIT A REDI ECONOMIC DEVELOPMENT PROGRAMS AND ACTIVITIES

Fiscal Years 2025 and 2026

#### Amount of Funding Allocated by Mayor and Council for Each REDI Program and Activity

	FY 2025	<b>FY 2026</b>
REDI Programs		
MOVE Incentive Grant Program	\$175,000	\$175,000
Small Business Impact Fund Grant Program	\$150,000	\$150,000
Life Sciences Branding Program	\$ 50,000	\$ 50,000
Rockville Rewards & Global Bites Program	\$ 25,000	\$ 25,000
REDI Activities		
Economic Development	\$ 81,500 <sup>1</sup>	\$ 46,500
Marketing	\$ 73,485	\$ 73,485
Maryland Women's Business Center	<u>\$</u> 0	\$ 40,000
TOTAL:	<u>\$554,985</u>	<u>\$559,985</u>

# Brief Description and Expected Goals and Accomplishments for each REDI Program and Activity Funded by Mayor and Council

#### 1. MOVE Incentive Grant Program

## Brief Description of Program

The MOVE program attracts businesses to Rockville from outside the city limits or allows a business to move into its first space in the city. Eligible businesses may receive up to \$4 per square foot of space. The Expansion program retains businesses that are growing in the city limits by providing up to \$4 per square foot of new space for at least 1,000 square feet for office/industrial/flex or 500 square feet of retail. The maximum award for both is \$40,000 and the commitment for the space must be for at least three years.

#### Mayor and Council's Expected Goal(s) and Accomplishment(s)

REDI will advertise and implement the grant program with a goal to assist eligible businesses with the provided funds. They will do so utilizing a committee in accordance with written and published procedures, currently the Incentive Review Process, as adopted by the REDI board of directors on February 22, 2024. They will report on awards make using their website and in

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FIRST AMENDMENT REDI FUNDING AGREEMENT – FISCAL YEARS 2025 - 2027

> Mayor and Council of Rockville (Funder) Rockville Economic Development, Inc. (Recipient)

<sup>&</sup>lt;sup>1</sup> In fiscal year 2025, the \$81,500 allocated by the Mayor and Council to REDI for Economic Development activities included \$46,500 for business development and \$35,000 for the Maryland Women's Business Center.

# Amendment and Restatement of REDI Funding Agreement – Exhibit A

other reports. They should ensure the funds for this grant program are not comingled with operating funds or with other grant programs.

#### 2. Small Business Impact Fund Grant Program

## **Brief Description of Program**

The SBIF program aims to foster economic vitality by providing financial assistance through grants to existing, qualified businesses in the City of Rockville looking to scale their businesses through the use of specific improvements to their operations such as marketing, tenant improvements, signage & facade implementation upgrades, and equipment purchases or upgrades. The business must also identify how it contributes to the public.

#### Mayor and Council's Expected Goal(s) and Accomplishment(s)

REDI will advertise and implement the grant program with a goal to assist eligible businesses with the provided funds. They will do so utilizing a committee in accordance with written and published procedures, currently the Incentive Review Process, as adopted by the REDI board of directors on February 22, 2024. They will report on awards made using their website and in other reports. They should ensure the funds for this grant program are not comingled with operating funds or with other grant programs.

#### 3. Life Sciences Branding Program

# **Brief Description of Program**

REDI developed and launched a Biotech Corridor brand for the life/bio science cluster of which Rockville is part. REDI launched the mark with a Rockville identifier in the Spring of 2025, and plans to continue to place ads, sponsorships, and other materials and collateral into use to raise awareness of Rockville's strong bio/life science cluster, and to encourage others to adopt use of the brand through licensing agreements.

#### Mayor and Council's Expected Goal(s) and Accomplishment(s)

The FY 26 goal is to grow the brand through name recognition and adoption. This effort is anticipated to continue to grow as an asset for placemaking, attraction, retention, and identity. The funding for this program will be used to execute on the brand implementation plan. The brand was developed with input from Montgomery County, Montgomery County Economic Development Corporation, the City of Gaithersburg, the Maryland Tech Council, and the Universities of Shady Grove, which would be target organizations for licensing use

#### 4. Rockville Rewards and Global Bites Program

#### **Brief Description of Program**

The program has been transformed to allow for an electronic card that can be used in the "wallet" app. REDI staff work with businesses to develop the "deals" they are offering to rewards holders and working to keep the deals fresh. In addition, REDI is using the Rockville Rewards program to promote restaurants during Global Bites. Global Bites is a campaign that highlights the diverse international dining scene that is part of Rockville's identity, and which

# Amendment and Restatement of REDI Funding Agreement – Exhibit A

also attracts visitors. This should be part of the regular Marketing budget line but is separated to show that this was not an addition to the budget, but rather a transfer from the Chamber to REDI.

# Mayor and Council's Expected Goal(s)and Accomplishment(s)

REDI will execute the Rockville Rewards and Global Bites program by selling rewards cards for use through the wallet apps on mobile devices, and boost donations to nonprofits through the promotion of restaurant week that encourages customers to explore local restaurants and learn more about the Rockville Rewards program. The sale of rewards cards continues to provide donations to certain nonprofit organizations in Rockville.

## 5. Economic Development Activities

#### **Brief Description of Activities**

The annual funding for Economic Development supports attraction, retention and expansion support for businesses looking at Rockville or operating in Rockville. This includes location support through Co-Star subscriptions, prospecting programs and demographic information needed by businesses to make their location decisions, some of which data is purchased. In addition, economic development activities include partnership building and prospecting, which include attending trade shows and conferences for staff. The main conference that REDI attends is the International Bio Conference.

#### Mayor and Council's Expected Goal(s) and Accomplishment(s)

REDI will continue to pay the Co-Star subscriptions, fund other data needs, attend trade shows and conferences, partnership building and prospecting.

#### 6. Marketing Activities

#### **Brief Description of Activities**

Marketing funds support Economic Development, tourism, and small business support. This includes websites, social media platforms, constant contact, etc. Funds are used for creation of collateral and branded items for promotion. \$20,000 per year is set aside for the MOU with Visit Montgomery, which built and maintains the Explore Rockville website content. This allows REDI to leverage the VM SEO for greater reach in our messaging.

#### Mayor and Council's Expected Goal(s) and Accomplishment(s)

REDI will use the marketing funds to promote Rockville as a city of choice for residents, visitors, workers, and businesses. REDI will determine the right mix of resource information for general use, as well as targeted pieces for specific industry areas or prospects. They will also create collateral (digital and hardcopy), advertising, public relations, social media, and support for strategic events and trade shows.

#### 7. Maryland Women's Business Center

**Brief Description** 

# Amendment and Restatement of REDI Funding Agreement – Exhibit A

REDI operates the Maryland Women's Business Center (MWBC), a program that provides technical assistance to anyone who would like information and support to start or grow a business. This includes free one-on-one business counseling, workshops and training, and networking opportunities. MWBC also operates a retail incubator program, with a store location in Rockville Town Center. MWBC serves clients beyond Rockville but services outside of the city are funded by other sources.

Mayor and Council's Expected Goal(s)and Accomplishment(s)

REDI will use the funds designated for MWBC to operate the Rockville Shop Local location and to provide technical assistance to businesses located in or moving to Rockville.

(End of Exhibit "A")

# **EXHIBIT B**

# Amendment and Restatement of REDI Funding Agreement – Exhibit B

# EXHIBIT B REDI ADMINISTRATIVE OPERATING EXPENSES FUNDED BY THE MAYOR AND COUNCIL

# Fiscal Years 2025 and 2026

	Allocated FY 2025	Allocated FY 2026
Employee Salaries	\$454,837	\$478,870
Professional Services	\$149,500	\$153,985
Employee Benefits / Payroll Taxes	\$ 90,142	\$106,390
Office Rent	\$102,600	\$105,200
Office Expenses	\$ 42,746	\$ 44,050
Travel / Parking	\$ 9,900	\$ 9,900
Employee Professional Development	t \$ 8,250	\$ 8,500
Insurance	\$ 6,000	\$ 6,000
TOTAL:	<u>\$863,975</u>	<u>\$912,895</u>



MAYOR AND COUNCIL Meeting Date: June 16, 2025
Agenda Item Type: CONSENT
Department: POLICE
Responsible Staff: A/CHIEF JASON WEST

# Subject

Authorize the City Manager to enter into a Memorandum of Agreement with Montgomery County for the provision of a Mental Health Specialist for the Rockville City Police Department.

## **Department**

Police

#### Recommendation

Staff recommends the Mayor and Council authorize the City Manager to enter into a Memorandum of Agreement (MOA) with Montgomery County for the provision of Mental Health Specialist services for the Rockville City Police Department.

## Change in Law or Policy

None

#### **Discussion**

The Rockville City Police Department contracted a mental health clinician from the Montgomery County Department of Health and Human Services in FY 2022. This position is embedded in the Rockville City Police Department to provide additional support in the handling of calls for those in crisis. Since the program's inception, the Mental Health Specialist has been responding to calls for service, providing on scene support and guidance to Rockville City Police Department personnel. The Mental Health Specialist works in concert with Rockville City Police Officers in de-escalating situations. The Mental Health Specialist plays a critical role in assisting community members navigate various resources as needed through post incident follow-up. The Rockville City Police Department handled 26,047 calls for service in 2024; 742 of those calls were mental health related. The Department provides guidance to personnel in the handling of calls for service involving mental health emergencies in General Order 5-25. The Mental Health Specialist augments the police response by providing on scene, clinical support and intervention.

The Rockville City Police Department and Montgomery County continue to work collaboratively to develop behavioral health intervention strategies. Through the course of this agreement, the Montgomery County Department of Health and Human Services will continue to provide one merit employee licensed by the State of Maryland and maintained during employment as a Mental Health Specialist to the Rockville City Police Department. In addition, the contracted

employee will continue to provide training for Rockville City Police Department personnel on best practices when responding to behavioral health incidents

# **Mayor and Council History**

The Mayor and Council previously approved this contract position in the FY 2022 budget.

# **Fiscal Impact**

Montgomery County's salary for the contract position is not to exceed \$160,000. There is sufficient funding included in the FY 2025 and FY 2026 adopted operating budgets within the Office of the Chief of Police, for these contracted services.

# **Next Steps**

Upon Mayor and Council approval, the City Manager will enter into a one-year agreement with Montgomery County to maintain the Mental Health Specialist within the Rockville City Police Department.

# **Attachments**

ATTACHMENT 1 - Memorandum of Agreement for Use of a Professional Service Provider

#### **Attachments**

Rockville Police FY25 MOA Agreement 060625

# MEMORANDUM OF AGREEMENT FOR USE OF A PROFESSIONAL SERVICE PROVIDER

between

Montgomery County, by and through its Department of Health and Human Services

and

The Mayor and Council of Rockville

#### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement for use of a Professional Services Provider (this "Agreement") is entered into and shall be effective as of this 1st day of July 2024, by and between THE MAYOR AND COUNCIL OF ROCKVILLE, a body corporate and politic and municipal corporation of the State of Maryland (the "City"), acting through its City Manager, and MONTGOMERY COUNTY, MARYLAND, a public body, (the "County"), acting through its Department of Health and Human Services ("DHHS"). Individually, the County and the City may each be referred to hereinafter as the "Party," or collectively as the "Parties."

#### RECITALS

- **A. WHEREAS,** the Rockville City Police Department ("**RCPD**") provides, among other things, direct patrol services to the public by responding to incidents within the municipal corporate boundaries of the City of Rockville, including incidents which involve individuals who are experiencing an emotional or behavioral health crisis ("**BHC**"); and
- B. WHEREAS, in order to enhance RCPD's capacity for responding to incidents involving individuals who are experiencing a BHC, the City desires to utilize the services of a trained mental health professional employed by the County for the purpose of (i) responding to complicated mental health situations with RCPD law enforcement personnel as part of a "Co-Responder Team," and providing telephonic assistance for individuals in crisis that have been in contact with RCPD law enforcement personnel, with the goal of reducing emergency room visits, psychiatric hospitalizations and arrests, as well as providing referrals to community-based services, (ii) coordinating crisis intervention training ("CIT"), mental health first aid course training, and other in-service trainings on mental health situation responses for RCPD law enforcement personnel, (iii) providing limited outreach and case management services for individuals that are in frequent contact with RCPD and other law enforcement personnel; and (iv) any other such services as deemed necessary consistent with the Scope of Work; and
- C. WHEREAS, DHHS employs "Therapist II 24 Crisis Services" employees ("County Crisis Response and Support Division Therapists") who are members of the Montgomery County Police Department's Crisis Response and Support Division that, among other things, (i) provide advanced and specialized mental health services to assist sworn Montgomery County Police Department ("MCPD") police officers and non-sworn MCPD staff in identifying, evaluating, and providing mental health resources to individuals experiencing a BHC, and (ii) provide assistance to the County CIT Coordinator with the operations and training of County CIT teams; and
- **D. WHEREAS,** the City desires to utilize the professional services of County Crisis Response and Support Division Therapists from the County in order to facilitate the City in enhancing RCPD's capacity for responding to incidents involving individuals who are experiencing a BHC, and the County, through its DHHS, agrees to provide the professional services of a

County Crisis Response and Support Division Therapists, pursuant to the terms of this Agreement; and

- E. WHEREAS, the status of the County Crisis Response and Support Division Therapist shall remain employees of the County and not agents, servants, employees or representatives of the City in the performance of this Agreement. The County shall remain responsible to the therapists for all salary, performance, and benefits purposes. No term or provision of, or any act of the Parties, including the County Crisis Response and Support Division Therapist, shall be construed as changing the status of the County Crisis Response and Support Division Therapists; and
- **F. WHEREAS,** pursuant to Section 17-87(a)(5) of the Rockville City Code, the City has authority to enter into this Agreement for the use of the professional services of a County Crisis Response and Support Division Therapists from the County.

#### **AGREEMENT**

**NOW, THEREFORE, IN CONSIDERATION** of the foregoing and the cooperative actions contemplated hereunder, 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 agree as follows:

#### I. 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 above are fully incorporated into this Agreement by this reference as if fully set forth herein.

# II. SERVICES, RESPONSIBILITIES AND OBLIGATIONS

- A. <u>Services.</u> The County, through its DHHS, shall provide the professional services of a County Crisis Response and Support Division Therapist to the City, as more specifically described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Services"), in a manner consistent with the accepted practices for other similar services and when and as specified by the City Manager and his authorized designee(s).
- B. <u>Policies</u>. Parties shall develop and agree to procedures and protocols which delineate public safety and behavioral health activities.
- C. <u>Cooperation</u>. The City shall afford to the County cooperation in all matters required for the performance of the County's obligations under the Agreement. The City shall promptly and fully respond to all communications of the County relating to the provision of the Services and liaise with the County on matters relevant to the provision of the Services.

- D. <u>Verification of Licensure</u>. The County will provide proof of verification of professional licensure and other information, as needed, to confirm that staff employed by the County are certified to provide the Work.
- E. <u>IT Support</u>. RCPD will provide a computer and computer support and also username and access to their network as necessary for the County Crisis Response and Support Division Therapists to perform their responsibilities. The County will provide username and access to the montgomerycountymd.gov networks. Activity on Montgomery County network will be in accordance with county policies and procedures. Montgomery County assumes no responsibility for City of Rockville network, data, information or IT equipment.

#### III. TERM

This Agreement shall have a term of two (2) fiscal years, commencing upon July 1, 2024, and ending two (2) years later at 11:59 p.m., unless this Agreement is earlier terminated pursuant to Article IV below (the "Term").

#### IV. TERMINATION

Prior to the expiration of the Term, either Party may terminate this Agreement with or without cause, by giving the other Party written notice of at least three (3) months.

#### V. PAYMENT

A. Total Compensation. As full compensation for the Services provided hereunder by the County, through its DHHS, and performed by a County Crisis Response and Support Division Therapist, the City shall reimburse to the County in arrears the costs of employing one (1) full-time County Crisis Response and Support Division Therapist employee. During the Term of this Agreement, the City's reimbursement payments to the County shall be made quarterly, in arrears, and shall not exceed a total of One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00)each fiscal year (July 1, 2024 to June 30, 2025, and July 1, 2025 to June 30, 2026, respectively) – which total amount includes, but is not limited to, the salary and benefits, overtime, and the multilingual pay differential (if any) of one (1) full-time County Crisis Response and Support Division Therapist employee, and the one-time expense of County issued personal computer with software for the County employee.

#### B. Method of Payment.

1. On or about the date which is four (4) months following commencement of the Term, and every four (4) months thereafter during the Term, the County shall submit an invoice to designated staff of the City Manager's Office, for the time and any overtime provided by the County Crisis Response and Support Division

Therapist employee (the "County Invoice for Services") during the respective invoicing period.

2. Upon approval of the County Invoice for Services by designated staff of the City Manager's Office, which approval shall not be unreasonable withheld, the City shall pay the County within thirty [30] days receipt of the invoice.

#### VI. COMPLIANCE WITH LAWS

The County and the County Crisis Response and Support Division Therapists are responsible for compliance, h and performance of the Services, in accordance with all applicable federal, state, and local laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended during the Term.

#### VII. ASSURANCES

The County affirms that the County Crisis Response and Support Division Therapists have the requisite training, skill and experience necessary to provide the Services and are appropriately accredited and licensed by all applicable agencies and governmental entities.

#### VIII. CONFLICT OF INTEREST

- A. The Parties understand and acknowledge that the County Crisis Response and Support Division Therapists are employees of the County and that the City shall be neither liable nor obligated to pay the County Crisis Response and Support Division Therapists sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment.
- B. Insurance that is purchased pursuant to Section X of this agreement, for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the County Crisis Response and Support Division Therapists, shall not be deemed to convert this Agreement to an employment contract.
- C. Other Services. The parties recognize and understand that the County Crisis Response and Support Division Therapists may perform professional services during the Term for parties other than the City; provided, however, that such performance of other services shall not conflict with or interfere with the County Crisis Response and Support Division Therapists performance of the Services. The County agrees to resolve any such conflicts in favor of the City.

#### IX. CONFIDENTIALITY

A. <u>Non-Disclosure</u>. The County agrees that the County Crisis Response and Support Division Therapists shall not disclose any information and/or documentation obtained

by the County Crisis Response and Support Division Therapists in performance of this Agreement that has been expressly declared confidential by the City ("Confidential Information").

- B. <u>Applicable Laws Compliance.</u> Parties will make certain that their activities are consistent with all applicable laws, regulations, and sound administrative practices and procedures.
- C. <u>HIPAA Compliance</u>. City shall cooperate with County in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164, Maryland State and local laws and regulations governing confidentiality.
- D. <u>Confidential Information</u>. No Party shall release any confidential information regarding or resulting from this Agreement to the public, government or outside stakeholders, except as required by law, including the Maryland Public Information Act (MPIA) without prior written approval of each party. This information includes, but is not limited to, press releases, promotional literature and research.
- E. <u>Required Disclosure</u>. In case Confidential Information is required to be disclosed by a Party by virtue of a court order or statutory duty, the disclosing Party shall be allowed to do so, provided that it shall without delay inform the other Party in writing of receipt of such order or duty and enable the Party reasonably to seek protection against such order or duty.

#### X. INDEMNIFICATION / INSURANCE

- A. <u>Indemnification / Hold Harmless</u>. The Parties shall indemnify and hold each other harmless for the negligent acts or omissions of the indemnifying party's employees, agents, or officials in performing its responsibilities under this agreement. Any indemnification is limited by the damage caps and notice requirements stated in the Local Government Tort Claims Act, LGTCA, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq.; Md. Code Ann., Cts. & Jud. Proc. § 5-303, et seq. and Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02 (together the "County Indemnification Statutes"), all as amended from time to time, and is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.
- B. <u>Insurance Term</u>. The County shall procure and maintain for the duration of the Agreement, coverage against claims for injuries to persons or damage to property which may arise from or in connection with the negligent acts of omissions in the performance of the Services hereunder by employees of the County Crisis Response and Support Division Therapists. County shall have the right to self-insure.

- C. No Limitation. The County's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the County to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The County's insurance coverage shall be primary insurance as respects to the City and any insurance or self-insurance maintained by the City shall be excess of the County's insurance and shall not be called upon to contribute with it. Any indemnification is limited by the damage caps and notice requirements stated in the Local Government Tort Claims Act, LGTCA, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq.; Md. Code Ann., Cts. & Jud. Proc. § 5-509, and Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02 (together the "County Indemnification Statutes"), all as amended from time to time, and is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.
- D. <u>Minimum Scope of Insurance</u>. County shall maintain coverage, or evidence of self-insurance, of the types and limits described below:
  - 1. Workers' Compensation insurance coverage with statutory minimum limits.
  - 2. Commercial General Liability insurance with limits of \$400,000 per an individual claim and \$800,000 per total claims that arise from the same occurrence.
  - 3. Professional liability (errors and omissions liability) insurance with limits of \$400,000 per an individual claim and \$800,000 per total claims that arise from the same occurrence.

#### XI. WORK PRODUCT

Any deliverables identified in the Services or otherwise identified in writing by the City that are produced by the County Crisis Response and Support Division Therapists in performing the Services under his Agreement and which are delivered to the City shall belong to the City. Any such work product shall be delivered to the City Manager, or his designee by the County Crisis Response and Support Division Therapists at the termination or cancellation date of this Agreement, or as soon thereafter as possible.

#### XII. NON-APPROPRIATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue this Agreement after the end of the current fiscal period. At least ninety (90) days prior to the depletion of the allocated funds, parties will reconvene to discuss the terms of this agreement.

#### XIII. MISCELLANEOUS PROVISIONS

A. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the County and the City shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) 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 (iv) 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

Attention: Jeff Mihelich, City Manager Email: JMihelich@rockvillemd.gov

With Copies to: Robert E. Dawson, City Attorney

Email: RDawson@rockvillemd.gov

Jason West

Rockville Interim Chief of Police Email: JWest@rockvillemd.gov

Susan Seling

Director of Human Resources Email: SSeling@rockvillemd.gov

To the County: Mónica A. Martín

Chief, Behavioral Health and Crisis Services

401 Hungerford Drive, 5<sup>th</sup> Floor Rockville, Maryland 20850

Email: monica.martin@montgomerycountymd.gov

With Copies to: Dorné Hill

Senior Administrator, Crisis Center 1301 Piccard Drive, 1<sup>st</sup> Floor Rockville, Maryland 20850

Email: dorne.hill@montgomerycountymd.gov

Beth Tabachnick Manager, Crisis Center 1301 Piccard Drive, 1st Floor Rockville, Maryland 20850

Email: beth.tabachnick@montgomerycountymd.gov

Joy Royes Chief, Governance, Risk and Compliance

401 Hungerford Drive, 5<sup>th</sup> Floor Rockville, Maryland 20850

Email: joy.royes@montgomerycountymd.gov

Mark Hodge Chief Operating Officer 401 Hungerford Drive, 5<sup>th</sup> Floor Rockville, Maryland 20850

Email: mark.hodge@montgomerycountymd.gov

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. <u>Interpretation</u>. 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 be 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.
- C. <u>No Third-Party Beneficiary</u>. 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.
- D. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland. The exclusive venue for litigation shall be Montgomery County. If the Parties are not able to resolve disputes directly with each other, the Parties may, prior to litigation, attempt to resolve any disputes that arise out of this Agreement through mediation before a mutually acceptable mediator.
- E. <u>Entire Agreement, Waivers and Amendments</u>. 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 provision of professional services by the County, through its DHHS. 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.
- F. <u>Time of the Essence</u>. Time is of the essence in the performance of this Agreement.

- G. <u>Language Construction</u>. 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 plain meaning, 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.
- H. <u>Counterparts</u>. 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.
- I. <u>Exhibits</u>. All Exhibits referred to in this Agreement are by such reference fully incorporated herein.

[Signatures and acknowledgments appear on the following page]

IN WITNESS WHEREOF, Montgomery County, acting through its Department of Health and Human Services, and the Mayor and Council of Rockville have each executed this Agreement under seal in duplicate, in the name and on behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first written above.

	THE CITY OF ROCKVILLE	
Approved as to form:	THE MAYOR AND COUNCIL OF ROCKVILLE, a Maryland municipal corporation	
Robert E. Dawson, City Attorney	By:	
	MONTGOMERY COUNTY, MARYLAND	
Approved as to form:		
Trevor Ashbarry 2/12/25 Trevor Ashbarry, Chief Division of Finance and Procurement Office of the County Attorney	By: 64/29/2025 Earl P. Stoddard, III, Ph.D., MPH, CEM Assistant Chief Administrative Officer	
	Recommended	
	By:   James C. Bridgers, Jr., PhD 03/04/2025  James C. Bridgers, Jr., Ph.D., MBA  Director, Department of Health and  Human Services	

# Services to be provided by **County Crisis Response and Support Division Therapist**

#### Statement of Work

#### Description of major duty and supporting tasks

Major Duty: Provide Consultation and Conduct Evaluations

#### Tasks Include:

- Serve as primary mental health consultant for RCPD sworn officers and professional staff
- Conduct mental health evaluations, formulate diagnostic impressions, and facilitate appropriate clinical referrals as indicated for individuals in behavioral health crises who come into contact with the police
- Initiate Emergency Evaluation Petitions as appropriate
- Assist RCPD as appropriate with critical incident response, including conducting defusings/debriefings as necessary
- Provide information on behavioral health resources and general psychoeducation to community members as needed

Major Duty: Training

#### Tasks Include:

- Assist RCPD officers and DHHS partners with conducting basic and advanced level trainings on a variety of prescient behavioral health topics
- Identify behavioral health training needs for focused audiences (eq: specialized units, professional staff, and community partners) and develop appropriate training curriculum
- Provide advanced trainings to RCP officers as indicated
- Provide consultation as indicated regarding effective behavioral health curriculum for law enforcement agencies
- Assist, plan and present with/for the Training Division on behavioral health issues, for the professional development of department personnel.

Major Duty: Research and Record Keeping

#### Tasks Include:

- Maintain and update clinical records in accordance with all applicable local and federal regulations for protected health information Maintain and update clinical records in accordance with all applicable local and federal regulations for protected
- Using Emergency Evaluation Petitions and other data, identify individuals with mental health needs who are high utilizers of RCP resources and assist in coordinating intervention with community partners to aid in more effectively connecting individuals with behavioral health providers and reducing frequency of interactions with RCP
- Research behavioral health related issues and make policy recommendations as requested
- May prepare court testimony as needed

Major Duty: Liaison and attend meetings

#### Tasks Include:

- Serve as a clinical liaison with community behavioral health providers (e.g.: DHHS programs, hospitals, inpatient behavioral health facilities,) attending meetings as indicated, to identify and problem solve challenges that arise between providers and law enforcement Serve as a clinical liaison with community behavioral health providers (e.g.: DHHS programs, hospitals, inpatient behavioral health facilities,) attending meetings as indicated, to identify and problem solve challenges that arise between providers and law enforcement
- Facilitate referrals to Montgomery County Mental Health Court as indicated/appropriate
- Serve on any relevant community behavioral health panels as a liaison between clinical providers and law enforcement
- Serve as a liaison with outside groups and agencies that deal with the mentally ill in order to stay current on available resources, programs, and trainings, as well as coordinate for partnerships in training each other and having access to the EHR.
- Attend RCP staff meetings when requested to provide updates, make recommendations regarding community members, describe services provided to clients, and address needs of the department

Signature: Apr 3, 2025 08:53 EDT)

Email: James.Bridgers@montgomerycountymd.gov

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MAYOR AND COUNCIL Meeting Date: June 16, 2025
Agenda Item Type: PUBLIC HEARING
Department: FINANCE
Responsible Staff: STACEY WEBSTER

# Subject

Public Hearing on the Proposed Amendments to Modify Economic Development Revenue Bonds Previously Issued for the Benefit of The Village at Rockville, Inc.

## **Department**

Finance

#### Recommendation

Staff recommends that the Mayor and Council hold a public hearing on the proposed modifications to the Economic Development Revenue Bonds (Series 2012A and Series 2012B) for The Village at Rockville, Inc.

#### **Discussion**

The city previously participated in issuing economic development revenue bonds for The Village at Rockville, Inc. The project funded improvements to the senior living facility.

The Maryland Economic Development Revenue Bond Act authorizes this type of transaction. Economic development revenue bonds are tax-exempt bonds issued by a government entity to finance private-sector projects that are expected to promote public benefits — such as job creation, revitalization, or increased tax revenue. Economic development revenue bonds are not general obligations of the city. Instead, they are secured solely by revenues generated by the project being financed. The city neither backs the bonds with its credit nor pledges any public funds — it simply acts as a conduit to facilitate financing for projects that benefit the community.

The borrower, The Village at Rockville, Inc. has requested that the city enter into modifications to the original bond documents to adjust the principal payment and optional redemption dates and make other administrative modifications. If approved, the modifications will extend the maturity date by three years from 2042 to 2045. Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, the city is required to hold a public hearing for the purpose of apprising the residents of Rockville of the proposed modifications.

# **Mayor and Council History**

The Mayor and Council approved economic development revenue bonds for the National Lutheran Home & Village at Rockville Project via a resolution on December 12, 2011. These

bonds provided funding for improvements to the senior living facility located at 9701 Viers Drive, Rockville, MD 20850.

These economic development revenue bonds were modified under a first amendment in January 2021 following a public hearing via an executive order which was signed by Mayor Newton. The proposed amendments to modify the bonds would constitute the second amendment to the economic development revenue bonds (Series 2012A and Series 2012B).

# **Public Notification and Engagement**

This public hearing was advertised on June 5, 2025 in the Washington Post. Community members were also provided the option of providing comments in writing.

# **Fiscal Impact**

There is no cost to the city other than staff time, associated with the modification of the economic development revenue bonds. The Village at Rockville, Inc. will bear all of the legal costs associated with the modification of the bonds. The city does receive an annual administrative fee for each year that the bonds are outstanding, and these fees will continue to be received by the city following the modifications to the bonds.

## **Next Steps**

Following the approval of the resolution to authorize the amendments to the economic development revenue bonds (Series 2012A and Series 2012B) bond counsel will work with the borrower to execute the amendment documents.

#### **Attachments**



MAYOR AND COUNCIL Meeting Date: June 16, 2025
Agenda Item Type: ADOPTION
Department: FINANCE
Responsible Staff: STACEY WEBSTER

# **Subject**

Adoption of Resolution Authorizing Amendments to Modify Economic Development Revenue Bonds Previously Issued for the Benefit of The Village at Rockville, Inc.

# **Department**

Finance

#### Recommendation

Staff recommends that the Mayor and Council adopt a resolution approving the proposed modifications to the Economic Development Revenue Bonds (Series 2012A and Series 2012B) for The Village at Rockville, Inc.

#### **Discussion**

The city previously participated in issuing economic development revenue bonds for The Village at Rockville, Inc. The project funded improvements to the senior living facility.

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# Impact Statements Equity

There are no equity impacts associated with the execution of the amendment to the economic development revenue bonds.

#### **Environment**

There are no environmental impacts associated with the execution of the amendment to the economic development revenue bonds.

## **Economy**

While the economic development revenue bonds do play a role in promoting job creation, revitalization, and increased revenue, there are no direct economic impacts associated with the execution of the amendment to the economic development revenue bonds.

# **Mayor and Council History**

The Mayor and Council approved economic development revenue bonds for the National Lutheran Home & Village at Rockville Project via a resolution on December 12, 2011. These bonds provided funding for improvements to the senior living facility located at 9701 Viers Drive, Rockville, MD 20850.

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# **Next Steps**

Following the approval of the resolution to authorize the amendments to the economic development revenue bonds (Series 2012A and Series 2012B) bond counsel will work with the borrower to execute the amendment documents.

# **Attachments**

Attach1\_TheVillageAtRockville 2025 - Resolution

A RESOLUTION TO AMEND RESOLUTION 43-11 AND AUTHORIZING AND EMPOWERING THE MAYOR AND COUNCIL OF ROCKVILLE TO ENTER INTO AMENDMENTS TO ITS ECONOMIC DEVELOPMENT REVENUE BONDS (NATIONAL LUTHERAN HOME & VILLAGE AT ROCKVILLE PROJECT), SERIES 2012 CURRENTLY OUTSTANDING IN A PRINCIPAL AMOUNT OF \$17,845,000, PURSUANT TO THE **PROVISIONS** OF THE MARYLAND ECONOMIC DEVELOPMENT REVENUE BOND ACT, SECTIONS 12-101 TO 12-118, INCLUSIVE, OF THE ECONOMIC DEVELOPMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED; PROVIDING **REVENUE BONDS** THAT **SUCH AND INTEREST THEREON** SHALL BE LIMITED OBLIGATIONS OF THE MAYOR AND COUNCIL OF ROCKVILLE, REPAYABLE SOLELY FROM THE REVENUES DERIVED FROM LOAN REPAYMENTS (AS TO BOTH PRINCIPAL AND INTEREST) MADE AVAILABLE FOR SUCH PURPOSE, AND THAT NEITHER SUCH REVENUE BONDS NOR THE INTEREST THEREON SHALL EVER CONSTITUTE AN INDEBTEDNESS OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE MAYOR AND COUNCIL OF ROCKVILLE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR **CHARTER PROVISION** OR **STATUTORY** LIMITATION AND THAT NEITHER SHALL EVER CONSTITUTE OR GIVE RISE TO ANY PECUNIARY LIABILITY OF THE MAYOR AND COUNCIL OF ROCKVILLE.

WHEREAS, the Maryland Economic Development Revenue Bond Act, Sections 12-101 to 12-118, inclusive, of the Economic Development Article of the Annotated Code of Maryland, as amended (the "Act"), empowers all the counties and municipalities of the State of Maryland to issue revenue bonds and to loan the proceeds of the sale of such revenue bonds to a "facility user" to finance the improvement (as defined in the Act) by such "facility user" of any facility (as described in the Act). As defined in the Act, a "facility user" includes any person, public or private corporation, or other entity whether for-profit or nonprofit, that owns, leases, or uses all or part of a facility.

WHEREAS, the Act declares it to be the legislative purpose to relieve conditions of unemployment in the State of Maryland, to encourage the increase of industry and commerce and a balanced economy in the State of Maryland, to assist in the retention of existing industry and

commerce in and the attraction of new industry and commerce to the State of Maryland through among other things, the development of ports, the control or abatement of environmental pollution, and the use and disposal of waste, to promote economic development, to protect natural resources and encourage resource recovery and to promote the health, welfare, and safety of the residents of the State of Maryland.

WHEREAS, by and pursuant to resolution adopted December 12, 2011 (the "2012 Bond Resolution"), and a Bond Trust Indenture dated as of February 1, 2012 (the "Original Bond Indenture"), between the Mayor and Council of Rockville, a body politic and corporate and a municipal corporation of the State of Maryland (the "City"), and Wilmington Trust, National Association (as successor trustee to Wells Fargo Bank, National Association), as trustee, the City issued its Economic Development Revenue Bond (National Lutheran Home & Village at Rockville Project), Series 2012 (the "Original Bonds") for the benefit of The Village at Rockville, Inc., a District of Columbia non-profit corporation (the "Borrower"), and a "facility applicant," as defined in the Act.

WHEREAS, the City loaned the proceeds of the Original Bonds to the Borrower for the purpose of improving the Borrower's facility upon the terms and conditions of a Loan Agreement dated as of February 1, 2012 (the "Original Loan Agreement"), between the City and the Borrower, all as permitted by the Act (such loan being herein referred to as the "Loan").

WHEREAS, the Facility constitutes improvements to various portions of the Borrower's existing senior living facilities located at 9701 Veirs Drive, Rockville, Maryland 20850, is a "facility" as defined in the Act, is further described on <u>Schedule 1</u> attached hereto and made a part hereof, which description is hereafter collectively referred to as the "Facility."

WHEREAS, the 2012 Bond Resolution authorizes the execution and delivery of supplements and amendments to the Original Bonds, the Original Loan Agreement, Original Bond Indenture (the Original Bond Indenture collectively with the Original Bonds and the Original Loan Agreement, the "Original Bond Documents").

WHEREAS, pursuant to a letter of intent dated June 5, 2025, the Borrower has requested that the City enter into modifications to the Original Bond Documents to adjust the principal payment and optional redemption dates and make other related modifications (collectively, the "Modifications"), which will result in a reissuance of the Original Bonds under the Internal Revenue Code of 1986, as amended (the "Tax Code").

WHREAS, the City, in compliance with Section 147(f) of the Tax Code, held a public hearing on June 16, 2025, pursuant to notice (in form attached hereto as <u>Exhibit A</u>) published in *The Washington Post*, a newspaper of general circulation in the City of Rockville, on June 5, 2025, for the purpose of apprising affected residents of the City of Rockville, Maryland of the Modifications. The City has determined following such public hearing, and after having duly considered the necessity for the delivery of the documents evidencing the Modifications (the "Modification Documents") for promotion of economic development purposes and of the health and welfare of the residents of the City and surrounding areas, that there will be a substantial public benefit from the reissuance of the Original Bonds, that the reissuance of the Original Bonds to refinance the Facility

is in the public interest and for a public purpose and, by this Resolution, has given its approval to the Modifications, the Bonds (as defined below) and the Facility.

WHEREAS, the City, based upon the findings and determinations set forth below, has determined to participate in the Modifications by (a) amending and restating the Original Bonds as provided by the Modifications and not increasing the amount of principal outstanding (the "Bonds"), and (b) entering into amendments, if any as needed to the Original Loan Agreement (as amended, the "Loan Agreement") and the Original Bond Indenture (as amended, the "Bond Indenture"), all as permitted by the Act.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Rockville,

SECTION 1. That, acting pursuant to the Act, it is hereby found and determined as follows:

- (1) The City reaffirms and ratifies the authorizations contained in the 2012 Bond Resolution and hereby authorizes the execution and delivery of the Modification Documents. The City finds that the delivery of the Modification Documents pursuant to the Act will facilitate and expedite the maintenance and operation of the Facility by the Borrower.
- (2) The maintenance and operation of the Facility by the Borrower and the refinancing thereof as provided in this Resolution will promote the declared legislative purposes of the Act by (a) creating jobs and employment, thus relieving conditions of unemployment in the State of Maryland and in the City of Rockville, Maryland; (b) assisting in the retention of existing industry and commerce and in the attraction of new industry and commerce in the State of Maryland and in the City of Rockville, Maryland; (c) promoting economic development; and (d) promoting the health, welfare and safety of the residents of the State of Maryland and the City of Rockville.
- (3) The terms of the Modifications shall be substantially in compliance with the forms of the Modification Documents on file with the City.
- (4) NEITHER THE BONDS NOR THE INTEREST THEREON SHALL EVER CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE CITY OR A CHARGE AGAINST, OR PLEDGE OF THE GENERAL CREDIT OR TAXING POWERS OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR CHARTER PROVISION OR STATUTORY LIMITATION, AND NEITHER SHALL EVER CONSTITUTE OR GIVE RISE TO ANY PECUNIARY LIABILITY OF THE CITY. THE BONDS AND THE INTEREST THEREON SHALL BE LIMITED OBLIGATIONS OF THE CITY, REPAYABLE BY THE CITY SOLELY FROM THE REVENUES DERIVED FROM LOAN REPAYMENTS (BOTH PRINCIPAL AND INTEREST) MADE TO THE CITY BY THE BORROWER ON ACCOUNT OF THE LOAN AND FROM ANY OTHER MONIES MADE AVAILABLE TO THE CITY FOR SUCH PURPOSE.

SECTION 2. That the City hereby approves the Modifications, the Bonds and the Facility and is authorized and empowered to deliver the Bonds, and, if and as needed, the other Modification Documents. The City Manager and any officer designated by the City Manager are hereby

authorized to enter into the Modification Documents and such other instruments or certificates that may be requested by the Borrower in connection with the Modifications.

SECTION 3. That this Resolution is intended to be, and shall constitute, evidence of the City's approval to the extent required under Section 147(f) of the Tax Code of the Bonds and the Modification Documents.

SECTION 4. That the provisions of this Resolution are severable, and if any provision, sentence, clause, section or part hereof is held illegal, invalid or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Resolution or their application to other persons or circumstances and the remaining provisions shall be construed so as to give practical realization to the public purposes intended to be achieved hereunder and the protection against pecuniary liability to be afforded to the City. It is hereby declared to be the legislative intent that this Resolution would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstance to which this Resolution or any part hereof is inapplicable had been specifically exempted therefrom.

SECTION 5. That in the event that the financing transactions contemplated by this Resolution shall not have occurred by December 31, 2025, the City's authorization under this Resolution shall terminate unless otherwise extended by resolution of the City.

SECTION 6. That this Resolution shall take effect from the date of its adoption.

#### SCHEDULE 1

# THE FACILITY

The proceeds from the sale of the Bonds will be loaned to the Borrower to be used by the Borrower to finance or refinance (or reimburse for prior capital expenditures in connection with) the design, improvement, acquisition, construction, renovation, equipping and development of a portion of the costs of improvements to the Borrower's existing senior living facilities located at 9701 Veirs Drive, Rockville, Maryland 20850, including renovations to existing apartment units and the reconfiguration of certain skilled nursing units to add an additional level of care. The proceeds from the sale of the Bonds may also be used by the Borrower to fund a debt service reserve fund and capitalized interest for the Bonds, and to pay certain costs of issuance and other related costs.

Public Notice

(attached)



MAYOR AND COUNCIL Meeting Date: June 16, 2025 Agenda Item Type: INTRODUCTION AND POSSIBLE ADOPTION Department: HUMAN RESOURCES Responsible Staff: JEFF MIHELICH

# **Subject**

Consider adopting an Ordinance amending certain sections of Chapter 15 (Personnel) of the City Code

# **Department**

**Human Resources** 

#### Recommendation

Staff recommends that the Mayor and Council consider and adopt the Ordinance amending Chapter 15 (Personnel) of the City Code.

To adopt the ordinance at the same meeting, the ordinance should first be introduced, and then a motion should be moved to waive the layover period. If the motion to waive the layover period is approved by an affirmative vote of six or more members of the Mayor and Council, a motion to adopt the ordinance may then proceed.

# Change in Law or Policy

If adopted, the ordinance will result in changes to the respective sections of the city code.

#### **Discussion**

#### **Revisions for Chapter 15-Personnel**

City staff reviews the city code regularly and, as needed, brings forth proposal(s) for change. The impetus for a proposed change could be the need to provide clarity, align with best practices, and respond to changes in state laws, Mayor and Council directives, or policy, as well as alignment with the City Charter, among others. As part of the reorganization and recent personnel actions, staff identified sections of Chapter 15 (Personnel) of the city code that require revisions. The proposed revisions are meant to provide clarity, align our practices with the City Charter and best practices. These changes include:

1. Amending Chapter 15. Sec. 15-2 to clarify and provide for the administrative approval of personnel policies and procedures. This amendment will ensure that discrepancies between General Orders and personnel policies can be addressed quickly, and changes

- to personnel-related policies and procedures are responsive to meeting employee needs.
- Amending Chapter 15. Sec. 15-2 and Sec. 15-3 to make it clear that the Mayor and Council approve the employment contracts of the appointed officials; and the appointed officials approve the employment agreement of their respective Non-Merit Civil Service employees.
- 3. Amending Chapter 15. Sec. 15-63 and Sec. 15-64 to provide more time for when the Personnel Appeals Board may schedule a hearing.

To effectuate the proposed amendments to Chapter 15 (Personnel) of the City Code, staff prepared the attached draft ordinance (Attachment 1) for your consideration and adoption.

# **Mayor and Council History**

This is the second time this item is being presented.

On June 9<sup>th</sup>, the Mayor and Council reviewed the proposed changes to Chapter 15 and provided feedback. Based on that, staff made additional changes to Chapter 15 to include the following:

- 1. Language has been included in the ordinance, noting that existing contracts for employees will be honored. Sec. 15-3 (b)1
- 2. The review of disciplinary matters by the Personnel Appeals Board (PAB) is no longer recommended to change. Their review and findings, including a determination of disciplinary action, will be binding and final. The City Manager may not overturn. Based on comments from Mayor and Council, we continue to recommend providing additional time for employees to prepare for PAB hearings and for the PAB to make its decision. Sec. 16-63(a) and Sec. 15-64.
- 3. A section has been added to the ordinance regarding amendments to the personnel policy and procedures manual wherein the City Manager will notify City Council in advance of any changes and will provide Council with an annual report listing changes made to the Personnel Policies and Procedures during the previous fiscal year. Sec. 15-3 (b)10.
- 4. Language has been added to the proposed ordinance regarding city staff participation in elections. In general, it notes that staff will not be directed by any city official to participate in any election, nor will staff be allowed to use their city employee knowledge, position, influence, or city resources to assist with any election. Sec. 15-42 (c).

# **Fiscal Impact**

The recommended ordinance change has no substantial fiscal impact.

# **Next Steps**

Following the approval of the ordinance, staff will proceed with implementation.

# **Attachments**

Attachment 1\_Ordinance Amending Chapter 15 of City Code Final 6-11-25

Ordinance No	<b>ORDINANCE:</b> To amend Chapter 15 of the Rockville City Code
	so as to amend the provisions regarding nonmerit
	positions; to amend the provisions regarding the
	Personnel Appeals Board; and to rename the
	Director of Personnel to the Director of Human
	Pasourcas

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF ROCKVILLE**, a body corporate and municipal corporation of the State of Maryland, that Chapter 15 of the Rockville City Code entitled "Personnel" be amended as follows:

# Chapter 15 PERSONNEL

#### ARTICLE I. IN GENERAL

# Sec. 15-1. Application and effect.

There is hereby established a City Civil Service, consisting of both a merit and nonmerit system, for the City. All offices, employments and positions now existing and hereafter created within the City service (except those filled by election of the people, the positions of City Manager, City Clerk/Director of Council Operations, City Attorney, and such other appointments as may be required by statute) are hereby placed under Civil Service and shall be subject to such rules and procedures as may be included within, or established pursuant to, this chapter or as provided by resolution of the Council. Where such rules and procedures conflict with the provisions of a written agreement between the City and any employee or employee organization, the provisions of the written agreement shall apply and take precedence over City rules and procedures, but only to the extent of any conflict.

#### Sec. 15-2. Council's responsibilities.

The Council shall:

- (1) Approve Personnel Policies and Procedures for the regulation of personnel matters in conformity with and in furtherance of this chapter.
- (2)(a) Adopt a classification plan and set compensation rates as part of the annual budget for all Civil Service positions, both merit and nonmerit.
- (3)(b) Approve, when necessary, procedures and rules governing relationships between the City and any employee organization which may be created for the purpose of representing a group of City employees on matters relating to conditions of employment including: recognition of such employee organization, bargaining and negotiation with an employee organization, and adoption of a written agreement with an employee organization. Any agreement entered into with a recognized employee organization may include provisions concerning the administration of personnel matters which alter procedures set forth in this chapter but which do not alter the intent

- or application thereof. Any written agreement with an employee organization shall be approved by the Council before it becomes effective.
- (4)(c) Provide by resolution those positions in the Civil Service which shall be placed in the nonmerit Civil Service.
- (5)(d) Approve the contracts of employment for the City Manager, City Attorney, and City Clerk/Director of Council Operations, nonmerit Civil Service employees, which contracts and not this chapter, shall govern the terms and conditions of employment, unless otherwise provided.

## Sec. 15-3. City Manager.

- (a) Except as provided in subsection (c) below, the responsibility for implementing the provisions of this chapter and for general supervision of the Civil Service is vested in the City Manager. Authority to administer and direct the provisions of this chapter may be delegated to the Director of Human Resources Personnel by the City Manager.
- (b) These responsibilities include:
  - Approval of the terms of employment for nonmerit civil service employees, and continue administering the employment contracts, in effect as of June 30, 2025, for certain nonmerit civil service employees whose employment contracts, not this chapter, shall govern the terms and conditions of employment unless otherwise provided.
  - (2) Recommendations to the Council for the establishment and the classification or reclassification of all positions in the Civil Service;
  - (2)(3) Recommendations for, and after adoption by the Council, the administration of rates of compensation covering all classes of positions in the Civil Service. Such recommendations shall be included each year as a part of the budget recommendations of the City Manager;
  - (3)(4) Establishing standards of qualifications for all employment positions established by the Council;
  - (4)(5) Recruiting, examining, investigating and determining qualifications of applicants for all positions in the Civil Service;
  - (5)(6) The appointment, transfer, promotion, demotion, suspension, dismissal or any other change in status of an employee;
  - (6)(7) Maintenance of such personnel records as may be required;
  - (7)(8) Recommending measures calculated to increase efficiency and to promote the interest and welfare of employees;
  - (8)(9) Recommending for approval by the Council, when necessary Approve and implement, policies, procedures and rules governing relationships between the City and individual employees, employee groups, and/or employee organizations which may be created for the purpose of representing a group of City employees on matters relating to conditions of employment for the regulation of personnel matters in conformity with and in furtherance of this chapter (Personnel Policies and Procedures);

- (9) Establishing and proposing for approval by the Mayor and Council Personnel Policies and Procedures implementing this chapter and the policies of the Mayor and Council and otherwise governing personnel matters and employment with the City. A summary of any proposed Personnel Policies and Procedures, and any amendments thereto, shall be transmitted to the Mayor and Council. If within fifty-five (45) days of said transmittal no action is taken by the Mayor and Council to formally consider the proposal, said proposed Personnel Policies and Procedures, or any amendments thereto, shall be deemed to have been approved by the Mayor and Council and shall become effective upon the expiration of said fifty-five (45) days or upon such other date set by the City Manager, whichever date comes later. Any provision of this chapter that requires approval by the Mayor and Council may be approved as part of the approval of the Personal Policies and Procedures.
- (10) Advising the Council of all substantive changes to the Personnel Policies and Procedures Manual in advance of such changes and, by no later than August 1<sup>st</sup> of each year, providing the Council with an annual report listing all changes made to the Personnel Policies and Procedures during the previous fiscal year.
- (10)(11)Establishing or authorizing supervisors to establish, work rules for their subordinates. Work rules so established shall not require the approval of the Mayor and Council.
- (11) Devising necessary administrative policies and procedures to execute and implement the approved Personnel Policies and Procedures and any work rules. Such administrative policies and procedures shall not require the approval of the Mayor and Council.
- (12) Administering such rules and procedures as may be set forth relating to the Civil Service.

\* \* \*

#### Sec. 15-4. Records, forms and reports.

The Director of <u>Human Resources</u> <u>Personnel</u> shall maintain appropriate files each Civil Service employee containing records, memoranda or other data which will aid in developing a record of the employee's service within the City.

## Sec. 15-5. Classification of positions.

The Director of <u>Human Resources</u> Personnel shall recommend to the City Manager classification of all the positions in the Civil Service, both merit and nonmerit, assigning to each the appropriate title and prerequisites for appointment. The classification plan shall be so developed as to designate appropriate salary grades and/or rates of compensation for all recommended classes and positions. A classification plan shall be reviewed and adopted with or without modification by the Council as part of the annual budget. Between budgets, the City Manager may make provisional classifications of positions and appointments thereto provided that such positions are classified consistently with the system adopted by the Council and that funds are budgeted for personnel services for the programs in which the positions exist.

## Sec. 15-6. Part-time merit system employees.

\* \* \*

#### Sec. 15-7. Health care and life insurance.

The Director of <u>Human Resources</u> <u>Personnel</u>-may arrange for, and administer health care and life insurance programs and plans for coverage of all merit system City employees.

#### Sec. 15-8. Hours of work.

The number of hours in a normal work week shall be established either by resolution of the Council or by the approved Personnel Policies and Procedures, provided that all authorized work in excess of the prescribed working hours per week, as listed in the adopted compensation plan, shall be compensated for at the rate prescribed in section 15-24.

## Secs. 15-9, 15-10. Reserved.

#### ARTICLE II. APPOINTMENTS

#### Sec. 15-11. Nondiscrimination policy.

All appointments to the City Civil Service shall be made on the basis of merit without discrimination because of any factor as defined in Chapter 11, Article 1, Section 11-1, of the Rockville City Code. It shall be the policy of the City to ensure equal opportunities for its employees without any discrimination.

#### Sec. 15-12. Vacancies.

- (a) In the event that a vacancy occurs in any position established under the Civil Service system, the Director of <u>Human Resources</u> <u>Personnel</u> shall seek the best qualified job applicant available by advertisement or by such other means as may be deemed appropriate.
- (b) All vacancies will be announced within the organization.
- (c) All applicants for employment shall be required to complete an application on forms provided by the City, complete information as to education, special training, experience and skills, as well as a chronological statement of previous employment together with references and such other information as may be deemed necessary by the Director of <a href="Human Resources"><u>Human Resources Personnel.</u></a>.
- (d) The Director of <u>Human Resources</u> <u>Personnel</u> shall make, or cause to be made, such investigation as is necessary to verify the facts, contained in the application and shall manage the conduct of such oral interviews as may be deemed necessary. The Director of <u>Human Resources</u> <u>Personnel</u> may conduct such tests and examinations as may be deemed necessary.

# Sec. 15-13. Probational appointments.

(a) Except as provided under section 15-34, all appointments to merit system positions shall be subject to a one (1) year probationary period; provided however, that a probationary period of shorter duration may be permitted for employees in classes of positions covered by a written agreement between the City and any employee organization. Terms of probation

- may be extended to offset absences without pay or periods of required training on a day for day basis.
- (b) During the probationary period, the appointee's performance shall be closely reviewed to determine the appointee's ability to carry out assigned tasks, efficiency, and other characteristics relative to the requirements of the position. Such a review shall be conducted by the appointee's immediate supervisor and reviewed by the appropriate department director, and by the Director of <u>Human Resources Personnel</u>.
- (c) If the Director of <u>Human Resources</u> <u>Personnel</u> determines that continued employment is not in the best interest of the City, the Director of <u>Human Resources</u> <u>Personnel</u> may recommend to the City Manager release of the probationary appointee from the job with appropriate notice. Only the City Manager may approve the release of an appointee. A probationary appointee may be released for any non-discriminatory reason and the probationary employee is not entitled to the protections of the merit system. If the appointee so released was promoted or transferred to the position from within the Civil Service and the appointee's work was satisfactory prior to the transfer or promotion, the appointee shall be returned to the previous position or to another suitable position in the same class as previously held, if such a position is available.

# Sec. 15-14. Regular appointments.

Upon satisfactory completion of the prescribed probationary period, each employee in a merit system position shall be granted a regular appointment in the Civil Service merit system. In each case, the Director of <u>Human Resources Personnel</u> shall include in the appointee's personnel file a statement evaluating the employee's performance during the probationary period. In the event the Director of <u>Human Resources Personnel</u> is unable to make a determination as to whether an employee subject to a probationary period shall be granted a regular appointment at the end of the probationary period, the Director of <u>Human Resources Personnel</u> may extend the employee's probation for up to an additional six (6) month period, at which time the decision must be made whether or not to grant the probationary employee a regular appointment.

Sec. 15-15. Temporary appointments.

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Secs. 15-16—15-20. Reserved.

#### ARTICLE III. COMPENSATION PLAN

**DIVISION 1. GENERALLY** 

Sec. 15-21. Generally.

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# Sec. 15-22. Initial pay rate.

The minimum rate established for a class shall be paid upon appointment unless the City Manager shall determine upon advice of the Director of <u>Human Resources</u> <u>Personnel</u> that due to

extraordinary difficulty in recruitment or extraordinary qualifications of an individual applicant, appointment at another step is necessary.

# Sec. 15-23. Reimbursement for travel, etc.

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# Sec. 15-24. Overtime pay and compensatory time.

- (a) Employees may be compensated for overtime as defined by the Federal Fair Labor Standards Act (FLSA), City of Rockville Personnel Policies and Procedures, and/or any contractual agreement. Overtime hours worked must be required by an actual emergency or such other unusual circumstances requiring the assignment of employees to overtime hours of work and must be certified by the department director and approved by the City Manager or a designee.
- (b) Compensatory leave time may be granted, in lieu of overtime pay, to any employee in accordance with such rules as the City Manager may establish as long as it does not conflict with State or Federal law. Exempt employees (as defined by the FLSA) shall be eligible only for compensatory leave time.
- (c) The City Manager shall make such rules and regulations as are necessary to carry out the provisions of this section relating to additional compensation for work in excess of regular hours worked.
- (d) Nothing in this section requires the payment of overtime compensation to an employee who, because of a secondary part-time job with the City, works in excess of forty (40) hours per week, provided those hours in excess of the forty (40) hours for the City are performed in a different capacity from the employee's regular job, and nothing in the United States Fair Labor Standards Act requires the payment of overtime.

#### Secs. 15-25—15-30. Reserved.

#### **DIVISION 2. PAY ADJUSTMENTS**

## Sec. 15-31. Limitations and career incentive plans.

\* \* \*

#### Sec. 15-32. Anniversary dates for increment purposes.

For the purpose of granting increments, anniversary dates shall be as established by the City Manager or by contractual agreement.

## Sec. 15-33. In-grade salary increases.

An in-grade salary increase may be granted new merit system appointees after completion of the employee's probationary service if the Director of <u>Human Resources</u> <u>Personnel</u> determines that the quality of performance is satisfactory. In the event an in-grade salary increase is granted after the probationary service period, the employee will not be eligible for regular in-grade increment for one (1) full year from the date thereof.

# Sec. 15-34. Promotions or position upgrade.

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#### Sec. 15-35. Demotion or reassignment to lower grade.

In the event an employee is demoted or reassigned to a lower grade, the Director of <u>Human Resources Personnel</u> shall have the authority to place the employee in any pay rate of the grade in which the new position is classified.

#### Secs. 15-36—15-40. Reserved.

#### ARTICLE IV. EMPLOYEE DISCIPLINE

#### **DIVISION 1. GENERALLY**

#### Sec. 15-41. Non-Civil Service employees.

Personnel subject to appointment by the Council and not covered under Civil Service as provided in section 15-1 shall serve at the pleasure of the Council.

#### Sec. 15-42. Political activities.

- (a) No employee shall directly or indirectly use or seek to use the employee's official position, authority or influence to control or modify the political action of any other person, nor shall any employee, during duty hours, engage in any form of political activity.
- (b) With respect to City elections, employees shall not take part in any political movement, nor actively support any candidates or group of candidates in any manner other than by casting their own ballots.
- (e)(b) No public officer or employee shall receive or be in any manner concerned with receiving any money or things of value from any other City employee for any political purpose.
- (c) No employee shall assist with an election by either directing or coercing in any manner another employee or by using their knowledge, position or City of Rockville resources.
- (d) Violation of any provision of this section is grounds for immediate dismissal.

#### Sec. 15-43. Outside employment.

Employees shall not take any employment other than their regular City position without the express permission of the City Manager, City Attorney, or City Clerk/Director of Council Operations. Violation of this section is grounds for immediate dismissal.

# Secs. 15-44—15-50. Reserved.

# **DIVISION 2. CIVIL SERVICE EMPLOYEES**

## Sec. 15-51. Generally.

(a) The City Manager, through the Director of <u>Human Resources</u> <u>Personnel</u>, may establish as part of the approved Personnel Policies and Procedures, or through appropriate work rules and other administrative policies and procedures, such rules and regulations governing the

- behavior and discipline of employees in accordance with existing laws, applicable labor union agreements, accepted labor relation standards and principles of progressive discipline as may be appropriate.
- (b) Disciplinary measures shall include, but not be limited to, oral warnings, written warnings, reprimands, demotion, transfer, disciplinary probation, suspension, and dismissal.

#### Sec. 15-52. Grievance procedure.

A grievance procedure shall be established as part of the approved Personnel Policies and Procedures. The grievance procedure shall provide for an appeal to the City Manager whose decision on the grievance shall be final, except that an appeal from the City Manager's decision to the Personnel Appeals Board shall be available in cases of disciplinary dismissals. At any time prior to the conclusion of the grievance process, the employee and the City may reach a binding settlement of the grievance.

#### Secs. 15-53—15-60. Reserved.

#### DIVISION 3. PERSONNEL APPEALS BOARD

## Sec. 15-61. Composition.

- (a) The Council shall appoint a Personnel Appeals Board of three (3) persons for the purpose of hearing appeals by employees from disciplinary dismissals. Membership upon the Board shall be restricted to qualified votes of the City who are not City employees and who are not officials of the City. Appointments shall be for terms of three (3) years.
- (b) The Mayor shall designate a Chairman for the Board.

#### Sec. 15-62. Procedure for appeal to Personnel Appeals Board.

- (a) Any regular employee who has been subject to disciplinary dismissal and is not satisfied with the decision of the City Manager, may within seven (7) calendar days file a written notice of appeal to the Personnel Appeals Board. The notice of appeal shall be filed with the City Clerk/Director of Council Operations.
- (b) The notice of appeal shall contain particulars as to the nature of the grievance and the remedy requested, and may not raise any issue not previously raised before the City Manager during the grievance process.

## Sec. 15-63. Hearing of appeal by Personnel Appeals Board.

- (a) Upon the timely filing of the notice of appeal, the Personnel Appeals Board shall schedule a hearing as soon as practicable, but no later than <u>sixty (60)</u> thirty-five (35) days from the filing of the notice of appeal, unless a later date is required due to the unavailability of any member of the Personnel Appeals Board.
- (b) The hearings shall be closed to the public unless the parties agree otherwise. The employee may be represented by counsel, and may present witnesses or other evidence in their own behalf. The employee, insofar as administratively possible, may request the presence of City employees as witnesses. The City shall require such witnesses, up to a maximum of three (3), to attend the hearing and such witnesses shall be considered to be in a duty status during

the time they serve as witnesses. All testimony shall be upon oath or affirmation given by the person duly authorized to administer oaths within this State, and a verbatim transcript of the hearing shall be taken. The City Attorney shall act in behalf of the City. The right of cross-examination of all witnesses shall be available.

(c) At any time prior to the decision of the Personnel Appeals Board, the employee and the City may reach a binding settlement of the grievance.

# Sec. 15-64. Decision and opinion by Personnel Appeals Board.

Within thirty (30) fifteen (15) calendar days following the hearing, the Personnel Appeals Board shall render a written opinion in which findings of fact are made with respect to the action taken. The Board shall have the power to approve, rescind, or modify the dismissal action, and shall file the decision with the City Clerk.

Secs. 15-65—15-70. Reserved.

#### ARTICLE V. LEAVE

#### **Sec. 15-71. Records.**

The Director of <u>Human Resources</u> <u>Personnel</u> shall cause to be maintained adequate current records for leave accounting. The records shall be a part of the personnel and/or fiscal records of the City.

# Sec. 15-72. Types of leave.

Regular merit system employees may be eligible for various forms of leave as defined by personnel policies and procedures. Such leave may include, but not be limited to, leave of absence without pay, official leave, administrative leave, jury leave, family and medical leave, military leave, annual leave, sick leave, death leave, job injury leave, and holiday leave. Such leave may be paid or non-paid in accordance with the policy and procedures as established by the City Manager as approved by the Council.

#### Secs. 15-73—15-80. Reserved.

\*\*\*\*\*\*\*\*\*\*

NOTE: Strikethrough indicates material deleted.

<u>Underlining</u> indicates material added.

Asterisks \* \* \* indicate material unchanged by this ordinance.

\*\*\*\*\*\*\*\*\*\*\*

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Mayor and Council of Rockville as its meeting of June 16, 2025.

Sara Taylor-Ferrell, City Clerk and Director of Council Operations



MAYOR AND COUNCIL Meeting Date: June 16, 2025

Agenda Item Type: WORKSESSION

Department: HOUSING AND COMMUNITY DEVELOPMENT

Responsible Staff: JANE LYONS-RAEDER

# Subject

Chapter 18 – Rental Facilities and Landlord-Tenant Relations – Rewrite: Transparency (Data Collection, Reporting, and Posting Requirements)

# **Department**

Housing and Community Development

#### Recommendation

Staff recommend that the Mayor and Council receive the presentation, discuss, and provide direction on strategies to improve transparency in the city's rental market. The feedback received from the Mayor and Council will guide staff's research and be incorporated into recommendations for the comprehensive update to City Code Chapter 18 (Rental Facilities and Landlord-Tenant Relations).

The following feedback is requested from the Mayor and Council to guide next steps:

- 1. Does staff's definition of transparency accurately reflect how the Mayor and Council were thinking about transparency in the context of the Chapter 18 update?
- 2. Do you agree with staff's preliminary recommendations for data collection and reporting requirements?
- 3. How should rent increase information be displayed?

#### **Discussion**

#### **Background**

Staff is currently in the research and engagement phase for a comprehensive update to City Code Chapter 18 (Rental Facilities and Landlord-Tenant Relations). In previous discussions, the Mayor and Council have noted their interest in measures to improve transparency for current and prospective renters, which also relates to the city's data collection and reporting requirements for landlords. Through this work session, staff hope to gain a clearer understanding of what rental transparency strategies the body is interested in pursuing in order to best guide the Chapter 18 update process. The preliminary recommendations included in this report will be further developed in future work sessions.

Rental transparency, including data collection and reporting, is only one of many components to Chapter 18. This chapter also covers landlord and tenant rights and responsibilities, the Landlord-Tenant Affairs Commission, inspections, lease and notification requirements, rental licensing, minimum facilities requirements, and more. Staff will ultimately review the entire chapter and provide recommendations in accordance with the following goals:

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

The implementation and enforcement of Chapter 18 is primarily shared responsibility between the Community Enhancement and Code Enforcement Division of the Department of Community Planning and Development Services (CPDS), which handles code enforcement and rental licensing, and the Housing Programs Division of the Department of Housing and Community Development (DHCD), which handles landlord-tenant affairs.

#### **Data Collection and Reporting Requirements**

#### Current Code

Chapter 18 Article V covers rental housing data collection and voluntary rent stabilization guidelines. It applies to all rental units in the city. However, the mandatory reporting requirements only apply to apartment complexes with eight or more units. Apartment complexes owned and operated by a non-profit organization are exempt from the requirements.<sup>1</sup>

Firstly, the code requires landlords to provide tenants and the Director of DHCD with information related to rent increases 90 days prior to the effective date of any rent increase.<sup>2</sup> Landlords of single dwelling units are specifically not required to provide the information to the Director of DHCD.

Secondly, the code requires landlord to provide the following information monthly to the Director of DHCD:

"The location of the rental facility;

<sup>1</sup> The code specifically states: "Apartment complexes which contain eight (8) or more units and are owned and operated by a nonprofit organization, whose rents are based upon standards imposed by housing programs of local, State or Federal governments are exempt from the requirements of subsections 18-195(a) and (c)." However, complexes owned and operated by a non-profit whose rents are not "based upon standards imposed by housing programs..." may apply for a waiver of the requirements to the City Manager.

<sup>&</sup>lt;sup>2</sup> This includes the old rent, new rent, effective data of the increase, percentage of the increase, recommended guidelines, information prepared by the city and furnished to the landlord with respect to rent subsidy programs which might be available to the tenants, and such other information as the landlord deems useful in explaining the rent increase.

- The type of structure;
- The year the structure was built;
- The distribution of units by standard bedroom sizes;
- The number of units by bedroom size which were rerented during the month;
- The number of vacant days applicable to those units;
- The rent charged for each rental unit;
- The rent charged for each rerental unit prior to vacancy; and
- The new turnover rent charged for each rerented unit."

The Director of DHCD is required to prepare and make available a survey form to the landlord for them to submit the data. The Director is also supposed to provide a quarterly report to the City Manager summarizing the information accumulated from the required information submitted by landlords.

Fourthly, there is a record holding requirement so that the city can request such information after the Director of DHCD has determined that it is relevant and necessary. This includes the following:

- "A description of the utilities which are included in the rent;
- The landlord's actual monthly utility costs including gas, electric, heating, fuel, trash removal, and water and sewer;
- The availability of certain amenities including air-conditioning, wall-to-wall carpeting, dishwasher, garbage disposal, washer/dryer in apartment unit or on-site, patio-balcony, swimming pool and tennis courts;
- The actual operating expenses by category;
- The actual operating revenues by category;
- A schedule of any other fees and income; and
- Tenant rent/income ratio for prospective tenants which protects the confidentiality of personal information and which is available to the landlord as part of the normal renting process."

Fifthly, Chapter 18 Sec. 147(b) (not a part of Article V) requires "any type of lease used by any landlord" to be filed with the City Manager.

#### **Current Data Collection Practices**

Staff currently collect some but not all of the required data. The data that is collected is done so through the annual rental licensing process. The city does not have the staff capacity to collect all the required data at the frequency provided in the code. Upon revising Chapter 18, staff will analyze the additional support needed to fully implement the new code.

Below is a list of the data that is currently collected through the annual rental licensing process:

- Location of the rental facility
- Type of structure
- Year structure was built
- Distribution of units by standard bedroom sizes

- Rent range charged by bedroom sizes
- Utilities included in rent
- Amenities
- Standard multi-family leases and individual leases for single-family

#### Preliminary Recommended Changes

- Lease Collection: Amend the requirement for "any type of lease used by any landlord" to be filed with the City Manager. Instead, staff recommends requiring landlords to submit standard leases, but not individual leases for each tenancy. This is a substantial regulatory and administrative burden and does not provide staff with useful information in support of the goals of the Chapter 18 update.
- Applicability: Remove the exemption for apartments owned and operated by a non-profit organization whose rents are based upon standards imposed by housing programs of local, state, or federal governments. Staff would like to include properties with affordable housing opportunities on any future public dashboard and without data from those properties, that would not be possible.
- Notice of Requirements of Rent Increases: Remove the requirement for landlords to
  provide the Director of DHCD with rent increase information for individual units. To do
  this for every lease renewal would be a significant burden on landlords to report as well
  as staff to review and collect. The department would be able to receive the information
  necessary to monitor general rent increase trends by collecting the data recommended
  in the next section. Landlords would still be required to provide rent increase notice and
  information to the applicable tenant, even if they are not reporting it to the
  department.
- *Mandatory Reporting Requirements:* Alter the mandatory data reporting to include the following:
  - Location of the rental facility
  - Type of structure
  - Owner information
  - Year structure was built
  - Amenities
  - Utilities included in rent
  - Fees charged
  - Total number of units
  - Individual unit information:
    - Unit number
    - Number of bedrooms
    - Square footage
    - Current monthly rent

With this information, staff would be able to track the year-to-year rent increases of individual units and calculate the average rent increases across all units.

- Reporting Frequency: Change the reporting frequency from monthly to annual at the
  time of rental license renewal and collect the data through the regular rental license
  rental process. Rental licenses are renewed annually in March. This would better
  integrate the reporting into existing processes, reducing the burden for landlords and
  minimizing the additional staff capacity needed to implement the data collection and
  analysis. Additionally, remove the requirement that the Director of DHCD provide
  monthly reports to the City Manager since staff also propose that data would be publicly
  posted online.
- Record Holding Requirement: Remove the requirement for landlords to maintain certain records for each property to be made available to the city upon request. Some of these records, such as available amenities, would be included in the mandatory data reporting.
- Fines: Chapter 18 does not currently have a specific enforcement mechanism outside of standard code infractions. Staff recommend that if a landlord has not fulfilled mandatory reporting requirements, the landlord would be charged a daily fine, and then after a certain period of time, their rental license would be revoked.

# Publishing and Displaying Data

The data collected by the city will only be helpful to the public if it is published in an easily accessible, user-friendly place. Staff would like to display the data on an interactive online map where a user may click on any given rental property to see the following information:

- Location of rental facility
- Type of structure
- Owner information
- Year structure was built
- Total number of units
- Amenities
- Utilities included in rent
- Fees charged
- Rental license status
- Code infractions
- Rent information:
  - Average monthly rent by unit bedroom size
  - Average monthly rent per square foot
  - Annual increase of monthly rent information

There are several ways in which rent increase information could be displayed:

• Option 1: Average year-over-year monthly rent increase for all units in the past year.

- Staff do not recommend this option because the most recent average increase may not be indicative of that property's typical behavior. Additionally, rental properties may be able to use this information to artificially inflate rents if they see that many other rental properties have recently increased their rents to a certain rate.
- Option 2: Average year-over-year monthly rent increase for all units in the past five years.
- Option 3: Use the data from Option 2 to create a color-coded or tiered system so that
  the raw percentage is not shown but so that the general level of increase is still
  indicated. For example, a property with an average five-year increase of less than three
  percent could either be labeled as a "green" or "low increase" property, and so forth,
  with properties with consistently high increases labeled as such.
  - Staff recommend this option because it further obfuscates the raw increase percentage while still providing prospective tenants with useful information.

#### **Summary**

Table 1 provides a summary of the data that is currently required to be collected or held, currently collected, recommended to be required, and recommended to be published on a public dashboard.

Table 1. Summary of the Data Collection for Rental Properties

Table 1. Summary of the Data Collection for Rental Properties						
Data	Current Requirement	Currently Collected	Recommended Requirement	Recommended for Public Dashboard		
	Note: Gray cells indicate that that data type is included in the corresponding column's category. Any text provides further information about the specific					
	data that is either currently required, collected, recommended to be					
collected, or recommended for a public dashboard.  Rental Facility Characteristics						
Location of rental facility						
Type of structure						
Year structure was built						
Total number of units						
Distribution of units by				N/A		
standard bedroom sizes				•		
Square footage of each unit				N/A		
Amenities	*Record holding					
	requirement					
Rent Information	•					
Number of units by bedroom						
size which were rerented						
during the month						
Number of vacant days						
applicable to those units						
Rent charged	Rent charged for each rental unit / New turnover rent charged for each rerented unit / New rent	Rent range charged by bedroom sizes	Current monthly rent	Avg. monthly rent by unit bedroom size / Avg. monthly rent by square foot		
Rent charged for each rerental						
unit prior to vacancy / Old rent						
Effective date of the increase						
Rent increase	Percentage of the increase		N/A – staff would calculate based off other reported data			
Additional Costs to Tenant						
Utilities included in rent	*Record holding requirement					
Actual monthly utility costs	*See above					
Fees charged						
Other						
Owner information						

Rental license status	N/A	N/A	N/A	
Code infractions	N/A	N/A	N/A	
Lease	Any type of lease used by any landlord	Standard lease for multi-family and individual lease for single-family	Standard lease for both multi- and single- family	
Operating expenses	*Record holding requirement			
Operating revenues	*See above			
Schedule of any other fees and income	*See above			
Tenant rent/income ratio for prospective tenants	*See above		_	

#### **Lease Requirements**

Staff recommend considering requirements for certain information to be provided on leases or at the time of lease signing, such as:

- A simplified renter's bill of rights, with language to be provided by the city.
- The property's average and/or unit's last three rent increases.
- Recent code violations.
- Average utility costs, if not included in rent.
- Schedule of fees not included in rent.
- Information about Rockville and State Office of Landlord-Tenant Affairs.

#### **Other Posting Requirements**

Another strategy to improve transparency is to require additional information to be posted on the rental property's website. Staff recommend considering a requirement for certain rental properties to post the most recent fee schedule on the property's website, in addition to monthly rental rates.

# **Mayor and Council History**

Housing is one of the Mayor and Council's five focus areas. In June 2024, a high-level briefing was presented outlining the city's housing crisis and policy landscape. Later in 2024, there were three work sessions on the city's housing strategies, during which updating City Code Chapter 18 (Rental Facilities and Landlord-Tenant Relations) was approved by the Mayor and Council as one of the strategies to pursue and there was broad discussion related to rental transparency initiatives. This is the first time the Mayor and Council have had a work session specifically on rental transparency.

# **Public Notification and Engagement**

As a part of the comprehensive update to City Code Chapter 18 (Rental Facilities and Landlord-Tenant Relations), staff are in the process of engaging landlords, tenants, and other stakeholders. One of the questions being asked in the engagement process is: "What data/information would be the most helpful for you to see on a public dashboard of rental properties?" Staff will continue to compile feedback on this question and others over the next several months and will include a summary of the received feedback when returning to the Mayor and Council for further work sessions on Chapter 18.

# **Fiscal Impact**

Depending on the ultimate direction that is enacted via the City Code Chapter 18 (Rental Facilities and Landlord-Tenant Relations) update process, there may be fiscal impacts regarding software improvements or additional staffing needed to implement the rental transparency and data collection requirements in the new code.

# **Next Steps**

The feedback received from the Mayor and Council will be incorporated into staff's final recommendations for the comprehensive update to City Code Chapter 18 (Rental Facilities and Landlord-Tenant Relations). Staff intend to initiate work sessions on Chapter 18 in Fall 2025.

# **Attachments**



MAYOR AND COUNCIL Meeting Date: June 16, 2025

Agenda Item Type: WORKSESSION

Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE

Responsible Staff: SARA TAYLOR-FERRELL

# **Subject**

Work Session on City Election Reform #2

# **Department**

City Clerk/Director of Council Operations Office

#### Recommendation

Staff recommends that the Mayor and Council have a facilitated discussion with the election consultant, Gant Group, and provide input on the following:

- 1. Does the Mayor and Council agree with the proposed high focus areas? (The high focus areas will be the subject of in-depth research, issue analyses, and the consultant will provide recommendations and approaches for the Mayor and Council to consider as part of the final report.)
  - a. Election Code
  - b. Campaign Finance
  - c. Board of Supervisors of Election (BSE)
  - d. Enforcement and Education
- Does the Mayor and Council agree with the proposed lower focus areas? (The lower focus areas will not be the subject of in-depth research, issue analyses, or have recommended options for Mayor and Council consideration as part of the final report.)
  - a. Technology
  - b. Public Funding of Campaigns
  - c. Ranked Choice Voting
  - d. Ballot Measures

#### **Discussion**

On Monday, May 19, 2024, the Mayor and Council held their first work session on city election reform. The discussion was facilitated by Jason Gant, the election consultant, where members of the body provided feedback on various aspects of City of Rockville elections and election code that should be subject to reform, e.g., the financing of campaigns, campaigning practices, and enforcement of election code violations, among other things. Following this initial discussion with the Mayor and Council, the consultant held two public engagement sessions (June 5<sup>th</sup> and June 7<sup>th</sup>) to solicit community feedback on city election reform.

Following the two community engagement sessions, the Gant Group reviewed and combined all the comments from the community, BSE, Mayor and Council, and staff. Below is an excerpt of the summary of the general comments from the engagement activities. The complete list is attached to this report as Attachment 1.

#### **Election Process**

- City needs to utilize County and State resources
- Standard Operating Procedures (SOPs) are needed
- People love mail-in voting
- Protect election workers
- Make ballots more ADA accessible

#### **Election Laws**

- Completely rewrite the entire election code
- Need to be simple and easily understood
- No changes should be made during the election season
- Differentiate between general municipal election infractions and election code infractions

#### **Board of Supervisors of Elections**

- The number of BSE members should be increased
- BSE should be more independent
- Authority should be limited
- Stipend for BSE members

#### **Campaign Finance**

- City's campaign needs to mirror state campaign laws
- Define what a PAC is
- Require more disclaimers
- Define what a campaign activity is
- Violations need a 48-hour turnaround

# **Mayor and Council History**

This is the second work session with the election consultant on City election reform. The first work session was held on May 19, 2025.

# **Public Notification and Engagement**

There were two community engagement sessions. The first session was held on Thursday, June 5, 2025, 7 - 9 pm, and the second session was held on Saturday, June 7, 9-12 pm. Approximately thirty (30) people attended the first session and twenty-five (25) the second session. If members of the community were unable to attend either session, they were also

encouraged to submit their comments to the City Clerk/Director of Council Operations by close of business on June 9, and twenty-six (26) written comments were received.

#### **Boards and Commissions Review**

The consultant met with the Board of Supervisors of Elections (BSE) on April 24, 2025, where the board members provided input.

# **Next Steps**

Following this work session, should the Mayor and Council affirm the proposed high and lower focus areas, the consultant will commence in-depth research and analyses and draft the final report with recommendations. The final report, inclusive of the recommendations, will be presented to the Mayor and Council on July 21, 2025.

#### **Attachments**

GeneralComments, Election Reform Work Session PPT 6.16.25.pdf, Election Reform Public Comments Received Through 6.15.25.pdf

# **GENERAL COMMENTS**

#### **ELECTION PROCESS**

- Drop Boxes
- Law Enforcement cooperation
- Election Day voting locations
- Canvas
- Use ballot tracking
- Make voting easier
- Website update
- Utilize State and County resources
- SOPs
- Use more technology
- Implement Ranked Choice Voting
- Love mail in voting
- Names alphabetical on ballot
- Collaborate with USPS
- Ballots more ADA accessible
- Protect election workers
- Public advertising
- Ballot security

#### **ELECTION LAWS**

- Election code definitions
- General municipal infractions vs election infractions
- Election Districts needed
- Count ballots received after Election Day
- Need to be simple and easily understood
- No changes during election season
- Complete an entire re-write of the code
- Better layout of code

#### **BSE**

- Number of members
- Appointment
- Qualifications
- Staff needed at meetings
- Need more authority
- Should be more independent
- Authority should be limited
- Stipend

- Create clear responsibilities
- Enforcement authority

#### **CAMPAIGN FINANCE**

- Needs overhaul
- Define what a campaign activity is
- Reporting deadlines
- Outside campaign funds
- Independent expenditures
- Require more disclaimers
- Define what a PAC is
- Lower campaign contribution amounts
- How to find outside expenditures
- Force reporting by independent groups
- More transparency
- Registration of independent groups
- Violations need 48-hour turnaround
- Violations simple like a speeding ticket
- More regulation needed
- Less regulation needed
- Mirror State campaign laws
- Public financing of campaigns

#### STAFF RESPONSIBLITIES

- Enforcement Authority
- Who has final say

#### **COMMUNITY ENGAGEMENT**

- More involvement needed
- More education on voting

#### **BALLOT QUESTIONS**

- Support all questions
- Oppose all questions
- Waste of time to vote on if nothing done
- Add more ideas to the ballot

Gant Group, Inc.

# City Election Reform

**Mayor and Council Work Session** 

June 16, 2025







- Thursday, June 5, 2025
- Saturday, June 7, 2025



# **Presentation Outline:**

- High Focus Areas
- Lower Focus Areas
- Requested Feedback





- > Election Code
- > Campaign Finance
- > BSE Role
- > Enforcement & Education

# **Election Code**



- > Definitions
- Voting By Mail Procedures
- Ballot Delivery and Security
- Election Publicity and Outreach
- > 16 & 17 Year-olds Voting



# **Campaign Finance**

- Becoming a Candidate
- > Independent Expenditures
- Reporting and Forms
- > Transparency

# **BSE Role**



- > Membership
- > Responsibilities
- > Authority





- > Clear Procedures
- Complaint Steps
- > Fines
- Website



# **Lower Focus Areas**

- > Technology
- Public Funding of Campaigns
- Ranked Choice Voting
- > Ballot Measures



# **Mayor and Council Feedback**

- Do you support the proposed High Focus Areas?
- Do you support the proposed Lower Focus Areas?



# **Next Steps**

- Research and Analysis
- Final Report with Recommendations
   Presented on July 21<sup>st</sup>

# **Judy Penny**

From:

Barry Jackson <br/>
<br/>
bjackson@rockvillemd.gov>

Sent:

Friday, June 13, 2025 2:33 PM

To:

City Clerk

Subject:

Fw: Election Discussion

Here is a comment on the election that I received from Art Stigile who was a campaign treasurer last election and I believe previous ones.



Barry Jackson
COUNCILMEMBER
City of Rockville
C: 202-641-4018
P: 240-314-8295
www.rockvillemd.gov







From: Art Stigile <artstigile@gmail.com> Sent: Friday, June 13, 2025 2:26 PM

To: Barry Jackson <br/>
<br/>
son@rockvillemd.gov>

Subject: Re: Election Discussion

WARNING - External email. Exercise caution.

Hi Barry,

Just uncovered a note to myself about election materials. This probably isn't a Code issue. I wish the electronic campaign instructions that the Staff provide to each campaign had a useful table of contents with bookmarks. It's so hard finding info in that document.

Best, Art Stigile

# **Judy Penny**

Subject:

FW: Election feedback from resident

From: Barry Jackson < bjackson@rockvillemd.gov>

Sent: Wednesday, June 11, 2025 3:45 PM

To: City Clerk < City Clerk@rockvillemd.gov >
Cc: Jeff Mihelich < imihelich@rockvillemd.gov >
Subject: Election feedback from resident

I got this from someone in Rockville who has input into the election discussion. Please pass this along to the consultant:

#### 1. •

BSE -- I appreciate the effort and expertise of this group. They've done a fantastic job implementing vote-by-mail, which I enthusiastically support. They are responsive and considerate. They respond slowly during the fall campaign, but I can't fault a volunteer group for that, especially given the number of candidates. I wonder if there is some way to lighten their workload?

# 2. •

How to report fees paid by contributors when using an online platform to make a contribution. My analysis was that since the campaign did not directly pay the fee, the campaign should not report the fee as a contribution. The BSE agreed. This is especially important when the contribution is at the \$1000 maximum level because the contribution plus the fee would exceed the max. This should be clarified in the Code.

#### 3. •

When was the maximum contribution set at \$1000? Inflation has greatly reduced the real value of \$1000. We ought to increase the maximum at least to account for inflation. We should also consider indexing it to the CPI so that it stays in step automatically with future increases in prices.

#### 4. .

One thing I've observed is that the cost of campaigning prices out potential candidates and makes it very difficult to fund a campaign that can contact voters meaningfully. We should consider some form of public funding.

#### 5. •

The BSE said candidates cannot make purchases for the campaign using personal funds and subsequently be reimbursed by the campaign. This makes no sense to me. One candidate did it at least once because it was the quickest way at the time to make the payment. As long as it is reported as an expense of the campaign, who cares that it was first paid by the candidate. This probably requires a Code change.

#### 6. •

I vaguely recall that Treasurers are not permitted to make in-kind contributions to the campaign. If this is correct, it makes no sense to me. As long as it is reported as an in-kind contribution, what is the harm? This probably requires a Code change.

#### 7. •

Do's and don'ts. This may not need to be addressed in the Code, but several of the campaigns committed similar violations in 2023. The campaign rules and reporting rules are complex. You can't just hand a copy of the Code to campaigns and expect them to understand and follow all of the rules. It would help to prepare a list of common violations and distribute them to the campaigns at the campaign kick-off and later during the fall. As an example, every yard sign must include a statement saying it was paid for by the campaign together with the name of the Treasurer. These things are easy to forget.

#### 8. •

In 2023 the State (or County) Board of Elections provided the City with incorrect voter lists. I think the problem was detected by someone other than a City staff person. I think this happened twice in 2023 and may have happened in 2019. Each time the City blamed it on the State BOE. I'm paraphrasing, but they said that the City has no control over the data, so the City is not responsible. This is unacceptable. The City is conducting the election and should take greater responsibility for verifying voter registration lists. This is especially critical for mail ballots. After the 2023 election, I suggested a way to do this to the BSE. There is no reason that the City can't compare a new voter list to old voter lists to identify missing chunks of voters. It's just a matter of setting up a database of addresses within the City and crosswalking them electronically to the new voter list provided by the State, to see what's missing.

#### 9. •

I would like to see us shift to district representatives instead of at-large representatives. It made little sense to increase the size of the Council while not shifting to district representation. Previously we had 4 council members each trying to represent 70,000 people. Now we have 6 council members facing the same task and same workload. We should task a group with coming up with a well thought out proposal, which would include proposed district definitions, that could be discussed with the broader community before the next election, and then put it to a question on the next ballot.

#### 10.

If we do not shift to district representation, we should task a group to examine the pros and cons of ranked choice voting. There was a proposal to include this as a question on the 2023 ballot. I sent emails urging the Council not to include the question because the proposal was not fleshed out. It was just a concept, and voters need something much more concrete than a concept before giving their approval. But I've heard a lot of good things about the concept, and I would like to see what it would actually mean in Rockville. I suspect most voters would feel the same.



Rise Together

Barry Jackson COUNCILMEMBER City of Rockville C: 202-641-4018 P: 240-314-8295 www.rockvillemd.gov







Subject: Attachments: FW: Document shared with you: "Vote 16 Testimony.docx"

ATT00001.txt; ATT00002.htm

From: Youth Commission (via Google Docs) < drive-shares-dm-noreply@google.com>

Sent: Monday, June 9, 2025 5:17 PM

To: Sara Taylor-Ferrell <sferrell@rockvillemd.gov>

Subject: Document shared with you: "Vote 16 Testimony.docx"

# Youth Commission shared a document



Youth Commission (rockvillemdyc@gmail.com) has invited you to **view** the following document:





Does this item look suspicious? Block sender

Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA You have received this email because rockvillemdyc@gmail.com shared a document with you from Google Docs.



We are the City of Rockville Mayor and Council's Youth Commission. Our role is to be leaders within the City to advocate for Rockville's youth. Working alongside each other, staff liaison, and Mayor and Council to set meaningful goals and develop plans to make our city a more welcoming and supportive place for teens has been an incredibly rewarding experience. We speak out today as a testament of the morals, values, standards, and genuine concern for our city's engagement in the youth. The Vote 16 movement is extremely important to us and we are in full support. Young people are trusted to contribute to society through many ways, something that turning eighteen does not change. We are responsible enough to do many things that are privy to our futures so we should have the right to vote for leaders who make decisions affecting our future. Lowering the voting age requirement to sixteen could increase civic engagement and encourage citizens to become informed and participate in the political process from a younger age, fostering a lifelong habit of voting.

First and foremost, at sixteen, teens in many places are trusted with serious responsibilities, ones that directly affect their lives, communities, and futures. So why are they not trusted with a voice in their democracy? At sixteen, teenagers can legally drive in Maryland—something that is not just a privilege, but a major responsibility that requires maturity, focus, and decision-making under pressure. A single wrong move on the road can be fatal. If we trust sixteen year-olds to safely operate a vehicle and follow laws that protect public safety, we should also trust them to make thoughtful choices at the ballot box. Thousands of sixteen and seventeen year-olds work and pay taxes, contributing to Social Security, Medicare, and income taxes just as adults do, yet with no say in how that money is spent. If you are old enough to pay taxes, you are old enough to have a voice in how those taxes are used. Teens at the age of sixteen can legally work in most industries and are expected to follow labor laws, sign

contracts, and make financial decisions. Many teens work to support themselves or help their families, and are held accountable for their actions in the workplace just like adults are. That level of responsibility should come with the civic right to vote on the policies that impact the economy, education, healthcare, and jobs. At sixteen and seventeen teens are still in high school, living every day under the rules and decisions made by school boards, state legislatures, and Congress. From curriculum standards to school safety and mental health funding, teens are directly impacted by education policy. Should we not have a say in the system we are required to be a part of? We as young people are already showing up, leading climate strikes, organizing for gun safety, demanding racial justice, and volunteering for political campaigns. We are engaged. We care. And we are ready. Giving sixteen year-olds the vote is not about forcing politics on youth—it is about empowering those who are already participating to make their voices count.

Additionally, granting 16 year-olds the ability to vote would instill in them lifelong values of civic engagement and duty. When they are given the right to do so as adults, they might feel too busy to partake in political actions that may not have as significant a sway on the world, such as local elections. However, giving them the suffrage in their late teenage years would teach them how important local elections are, creating a habit that will stay with them for the rest of their lives. It would also be an important educational step to voting in congressional and presidential elections, a leap that may seem daunting otherwise. With today's youth often feeling frustrated and underrepresented in government, it is imperative to make voting and civic participation important to them through the right to vote in local elections, to empower them and teach them to be active citizens for the rest of their lives. While it seems like a small step, it would promote their appreciation and contribution to our democratic system, bettering the nation for generations to come.

While sixteen year-olds are often seen as lacking the maturity needed to vote, there are many who are as knowledgeable and mature as the average adult, and who should not be denied the suffrage solely because some sixteen-year olds are not. Ultimately, the fact that one has to go out of their way to vote discourages those who do not truly care about the process from doing so.

This brings us to our final point: equal representation is essential. If you ask a group of 30+ year-old adults if a sixteen year-old should be able to vote, as seen in the 2023 election almost every time means that the answer is "No." You must include the group it is affecting and asking for change, but so far, this issue has been debated behind closed doors, without asking the City's youth where their opinions stand. If only one group of people in the same demographic is asked, change will never occur and we will forever face exclusion as well as finding ourselves in a loophole of the youth's cries for inclusion not being put into action. It is unjust that the youth, those with stakes in this debate, have no voice in its final outcome. As members of the Youth Commission, we represent Rockville youth in its government and advise the Mayor and Council, but ironically, we cannot do something as simple as voting.

We are asking to be trusted with our basic democratic rights. In closing, we stand before you not as a single group, but as a voice for a generation pleading to be heard. Our experiences, our perspectives, and our futures are inseparably linked to the decisions made by the Mayor and Council. Excluding us from the table is not just a disservice to us but a disservice to change itself. Give us a seat, lend us your ear, and one step at a time we can build a future where every voice matters and every generation thrives. Thank you.

From:

jbecker < jb.ic@aol.com>

Sent:

Monday, June 9, 2025 3:18 PM

To:

City Clerk

Subject:

community engagement sessions on election codes and procedures updates

**Attachments:** 

06-9-25 community engagement ltr on elections to city clerk\_000067.pdf

# WARNING - External email. Exercise caution.

as received and instructed on the evening of thursday, 6/5 and saturday morning, 6/7, attached are my comments on the election updates as presented by the rockville board of supervisors of elections, the city staff, gant consultants and most important the citizens of rockville that participated in both sessions

any comments/questions/suggestions are appreciated

good luck

Regards, John Becker

Direct: 301-852-9051

6/9/25

To: city clerk/director of council operations

city of rockville, 111 maryland ave., rockville, md 20850

cityclerk@rockvillemd.gov

Fr: john becker

148 monroe street rockville, md 20850 jb.ic@aol.com

Re: community engagement sessions on election codes and procedures updates

I want the rockville mayor and council to adopt the following updates to the election code and the procedures that affect the operation of the election process of the city of rockville as well as continue with policies and procedures in place:

- 1. continue vote by mail
- 2. increase transparency in campaign funding
- 3. city must enforce all aspects of campaigns: funding, specific response by campaigns/campaigners to the board of supervisors of elections (bse), city attorney and city staff to questions, citations of violations of the election code.
- 4. Penalties for violating election code/procedures must be clear and enforced. enforcement is not an option.
- 5. City of rockville must establish more diversity of representatives that live throughout the city and not in a limited area of the city, and not to single family detached/town home areas. There is definitely a lacking in diversity, equity, and inclusion. Therefore, representative districts that address diversity, equity, and inclusion are necessary. The formulation of such districts must include strong, strenuous participation by the citizens ensuring fair, equitable, and inclusive elections.
- 6. Updates to the election code and procedures must be in language that is easy to understand and that all portions of the updates clearly state who/which department of the city a citizen can contact for assistance in understanding the updates and the overall code/procedures.
- Regulations regarding outside campaign organizations (those that are not directly/legally under the control of a candidate) are required to be transparent.
- 8. Bse: more information on its functions, what is their responsibility, what is not and if not what department, other public citizen body is.

From: advocate@mail.actionbutton.org on behalf of Sarah Renner

<advocate@mail.actionbutton.org>

**Sent:** Monday, June 9, 2025 2:46 PM

To: cityclerk

**Subject:** Support Ranked Choice Voting for Rockville Elections

# WARNING - External email. Exercise caution.

Dear Sara Taylor-Ferrell,

I am Sarah Renner and I am a resident of Rockville. I am emailing to express my support for ranked choice voting (RCV) for Rockville elections.

Here are three reasons why RCV is an innovative voting method that would give Rockville voters more power and make their voices heard:

- 1) Stronger Representation RCV promotes fair representation and elections better reflect the community, giving overlooked communities a voice on policy.
- 2) Effective Democracy RCV gives voters the ability to better express their preferences, reducing strategic voting and toxic campaigning, allowing voters and candidates to focus on the issues.
- 3) Rockville is Ready RCV is already used in 51 jurisdictions across the U.S., giving 14 million voters greater choice and more power in elections. Voters in Washington, D.C. said YES to RCV in 2024, and Takoma Park has used RCV since 2007. A wealth of data, best practices, and expertise provides the city with a roadmap to simple and effective implementation.

I look forward to the Community Engagement Sessions and hope Rockville will move forward to use ranked choice voting in future elections.

Thank you, Sarah Renner

This message was sent by Sarah Renner via <u>ActionButton</u>, on behalf of Ranked Choice Voting Maryland. Please reply to Sarah Renner at <u>sarah e renner@yahoo.com</u>.

From:

advocate@mail.actionbutton.org on behalf of Keren Cummins

<advocate@mail.actionbutton.org>

Sent:

Monday, June 9, 2025 1:18 PM

To:

cityclerk

Subject:

Support Ranked Choice Voting for Rockville Elections

# WARNING - External email. Exercise caution.

Dear Sara Taylor-Ferrell,

I am Keren Cummins and I am a resident of Rockville. I have given a lot of thought and research to the benefits of ranked choice voting and it captures the best of competing approaches.

I am emailing to express my support for ranked choice voting (RCV) for Rockville elections.

Three key reasons why RCV is an innovative voting method that would give Rockville voters more power and make their voices heard:

- 1) Stronger Representation RCV promotes fair representation and elections better reflect the community, giving overlooked communities a voice on policy.
- 2) Effective Democracy RCV gives voters the ability to better express their preferences, reducing strategic voting and toxic campaigning, allowing voters and candidates to focus on the issues.
- 3) Rockville is Ready RCV is already used in 51 jurisdictions across the U.S., giving 14 million voters greater choice and more power in elections. Voters in Washington, D.C. said YES to RCV in 2024, and Takoma Park has used RCV since 2007. A wealth of data, best practices, and expertise provides the city with a roadmap to simple and effective implementation.

I look forward to the Community Engagement Sessions and hope Rockville will move forward to use ranked choice voting in future elections.

Thank you, Keren Cummins

This message was sent by Keren Cummins via <u>ActionButton</u>, on behalf of Ranked Choice Voting Maryland. Please reply to Keren Cummins at <u>keren\_cummins@yahoo.com</u>.

From: advocate@mail.actionbutton.org on behalf of Rebecca Cole

<advocate@mail.actionbutton.org>

**Sent:** Monday, June 9, 2025 1:08 PM

To: cityclerk

Subject: Support Ranked Choice Voting for Rockville Elections

# WARNING - External email. Exercise caution.

Dear Sara Taylor-Ferrell,

I am Rebecca Cole and I am a resident of Rockville. I am emailing to express my support for ranked choice voting (RCV) for Rockville elections.

Here are three reasons why RCV is an innovative voting method that would give Rockville voters more power and make their voices heard:

- 1) Stronger Representation RCV promotes fair representation and elections better reflect the community, giving overlooked communities a voice on policy.
- 2) Effective Democracy RCV gives voters the ability to better express their preferences, reducing strategic voting and toxic campaigning, allowing voters and candidates to focus on the issues.
- 3) Rockville is Ready RCV is already used in 51 jurisdictions across the U.S., giving 14 million voters greater choice and more power in elections. Voters in Washington, D.C. said YES to RCV in 2024, and Takoma Park has used RCV since 2007. A wealth of data, best practices, and expertise provides the city with a roadmap to simple and effective implementation.

I look forward to the Community Engagement Sessions and hope Rockville will move forward to use ranked choice voting in future elections.

Thank you, Rebecca Cole

This message was sent by Rebecca Cole via <u>ActionButton</u>, on behalf of Ranked Choice Voting Maryland. Please reply to Rebecca Cole at rjanecole@gmail.com.

From:

advocate@mail.actionbutton.org on behalf of Kellie Nance

<advocate@mail.actionbutton.org>

Sent:

Monday, June 9, 2025 12:27 PM

To:

citvclerk

Subject:

Support Ranked Choice Voting for Rockville Elections

# WARNING - External email. Exercise caution.

Dear Sara Taylor-Ferrell,

I am Kellie Nance and I am a resident of Rockville. I am emailing to express my support for ranked choice voting (RCV) for Rockville elections.

Here are three reasons why RCV is an innovative voting method that would give Rockville voters more power and make their voices heard:

- 1) Stronger Representation RCV promotes fair representation and elections better reflect the community, giving overlooked communities a voice on policy.
- 2) Effective Democracy RCV gives voters the ability to better express their preferences, reducing strategic voting and toxic campaigning, allowing voters and candidates to focus on the issues.
- 3) Rockville is Ready RCV is already used in 51 jurisdictions across the U.S., giving 14 million voters greater choice and more power in elections. Voters in Washington, D.C. said YES to RCV in 2024, and Takoma Park has used RCV since 2007. A wealth of data, best practices, and expertise provides the city with a roadmap to simple and effective implementation.

I look forward to the Community Engagement Sessions and hope Rockville will move forward to use ranked choice voting in future elections.

Thank you, Kellie Nance

This message was sent by Kellie Nance via <u>ActionButton</u>, on behalf of Ranked Choice Voting Maryland. Please reply to Kellie Nance at <u>eclectickellie@gmail.com</u>.

From:

advocate@mail.actionbutton.org on behalf of Braum Katz

<advocate@mail.actionbutton.org>

Sent:

Monday, June 9, 2025 12:15 PM

To:

cityclerk

Subject:

Support Ranked Choice Voting for Rockville Elections

# WARNING - External email. Exercise caution.

Dear Sara Taylor-Ferrell,

I am Braum Katz and I am a resident of Rockville. I am emailing to express my support for ranked choice voting (RCV) for Rockville elections.

Here are three reasons why RCV is an innovative voting method that would give Rockville voters more power and make their voices heard:

- 1) Stronger Representation RCV promotes fair representation and elections better reflect the community, giving overlooked communities a voice on policy.
- 2) Effective Democracy RCV gives voters the ability to better express their preferences, reducing strategic voting and toxic campaigning, allowing voters and candidates to focus on the issues.
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I look forward to the Community Engagement Sessions and hope Rockville will move forward to use ranked choice voting in future elections.

Thank you, Braum Katz

This message was sent by Braum Katz via <u>ActionButton</u>, on behalf of Ranked Choice Voting Maryland. Please reply to Braum Katz at <u>braumjkatz@gmail.com</u>.

From:

advocate@mail.actionbutton.org on behalf of Jessica Silverman

<advocate@mail.actionbutton.org>

Sent:

Monday, June 9, 2025 11:58 AM

To:

cityclerk

Subject:

Support Ranked Choice Voting for Rockville Elections

## WARNING - External email. Exercise caution.

Dear Sara Taylor-Ferrell,

I am Jessica Silverman and I am a resident of Rockville. I am emailing to express my support for ranked choice voting (RCV) for Rockville elections.

Here are three reasons why RCV is an innovative voting method that would give Rockville voters more power and make their voices heard:

- 1) Stronger Representation RCV promotes fair representation and elections better reflect the community, giving overlooked communities a voice on policy.
- 2) Effective Democracy RCV gives voters the ability to better express their preferences, reducing strategic voting and toxic campaigning, allowing voters and candidates to focus on the issues.
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I look forward to the Community Engagement Sessions and hope Rockville will move forward to use ranked choice voting in future elections.

Thank you, Jessica Silverman

This message was sent by Jessica Silverman via <u>ActionButton</u>, on behalf of Ranked Choice Voting Maryland. Please reply to Jessica Silverman at jokerjesss@gmail.com.

From: Sent: To: Subject:	rtreinhard@aol.com Monday, June 9, 2025 11:56 AM cityclerk; Judy Penny Re: elections input			1
WARNING - External email.	Exercise caution.			
Judy				
Let me add:				
later be picked up by Montg	ice voting. It is fairer. Rockville gomery County. MoCo may ve t two elections, instead of one	ry well have had a diffe	rent county	
Rick				
On Monday, June 2, 2025 at 11:50:21 AM EDT, Judy Penny <jpenny@rockvillemd.gov> wrote:</jpenny@rockvillemd.gov>				
Mr. Reinhard,				
Thank you for the email regardi	ng your input on possible changes to	Chapter 8.		
Your comments will be shared v	with the election consultant as he sha	ares recommendations with t	the Mayor and (	Council.
Kind regards, and stay safe!				



**EXECUTIVE ASSISTANT** 

City Clerk/DCO

O. 240-314-8280

D. 240-314-8281

www.rockvillemd.gov







"In order to be in compliance with the open meetings act, please do not reply to all. If you would like to discuss a matter in an open meeting, please let me know and we can have the matter placed as an agenda item for discussion"

From: rtreinhard@aol.com <rtreinhard@aol.com>

**Sent:** Sunday, June 1, 2025 1:35 PM **To:** cityclerk <cityclerk@rockvillemd.gov>

Subject: elections input

WARNING - External email. Exercise caution.

RIchard Reinhard

38 Maryland Ave Unit 501

Rockville MD 20850

- Do you prefer to vote by mail? Yes.
- Do you think there are enough drop boxes and voting centers? Yes.
- Do you think there is enough transparency around funding campaign committees/slates/political action committees? No.
- Are you satisfied with the city's efforts to enforce its campaign finance laws? No. Get on top of it.
- Do you believe the city is promoting diversity, equality and inclusion appropriately? Yes.

- Should the city implement the 2023 ballot measures? If so, which ones? Yes on term limits.
- \* Do you have other ideas to improve the city's election process? No excuses for making mistakes on who lives in the City of Rockville and who doesn't. No excuses for voters getting ballots late or not at all. Don't just point fingers at Montgomery County. Fix it. It's not rocket science. If the Board of Supervisors of Elections cannot get these simple things right, no one will have confidence in it.

From: advocate@mail.actionbutton.org on behalf of Travis Gettinger

<advocate@mail.actionbutton.org>

Sent:

Monday, June 9, 2025 11:56 AM

To:

cityclerk

Subject:

Support Ranked Choice Voting for Rockville Elections

WARNING - External email. Exercise caution.

Hello,

I am Travis Gettinger and I am a resident of Rockville. I am emailing to express my support for ranked choice voting (RCV) for Rockville elections.

Here are three reasons why RCV is an innovative voting method that would give Rockville voters more power and make their voices heard:

- 1) Stronger Representation RCV promotes fair representation and elections better reflect the community, giving overlooked communities a voice on policy.
- 2) Effective Democracy RCV gives voters the ability to better express their preferences, reducing strategic voting and toxic campaigning, allowing voters and candidates to focus on the issues.
- 3) Rockville is Ready RCV is already used in 51 jurisdictions across the U.S., giving 14 million voters greater choice and more power in elections. Voters in Washington, D.C. said YES to RCV in 2024, and Takoma Park has used RCV since 2007. A wealth of data, best practices, and expertise provides the city with a roadmap to simple and effective implementation.

I look forward to the Community Engagement Sessions and hope Rockville will move forward to use ranked choice voting in future elections.

Thank you, Travis Gettinger

This message was sent by Travis Gettinger via <u>ActionButton</u>, on behalf of Ranked Choice Voting Maryland. Please reply to Travis Gettinger at <u>travismgettinger@hotmail.com</u>.

From:

advocate@mail.actionbutton.org on behalf of Andrea Shettle

<advocate@mail.actionbutton.org>

Sent:

Monday, June 9, 2025 11:54 AM

To:

cityclerk

**Subject:** 

Support Ranked Choice Voting for Rockville Elections

# WARNING - External email. Exercise caution.

Dear Sara Taylor-Ferrell,

I am Andrea Shettle and I am a resident of Rockville. I am emailing to express my support for ranked choice voting (RCV) for Rockville elections as an important means of strengthening our democracy.

Here are three reasons why RCV is an innovative voting method that would give Rockville voters more power and make their voices heard:

- 1) Stronger Representation RCV promotes fair representation and elections better reflect the community, giving overlooked communities a voice on policy.
- 2) Effective Democracy RCV gives voters the ability to better express their preferences, reducing strategic voting and toxic campaigning, allowing voters and candidates to focus on the issues.
- 3) Rockville is Ready RCV is already used in 51 jurisdictions across the U.S., giving 14 million voters greater choice and more power in elections. Voters in Washington, D.C. said YES to RCV in 2024, and Takoma Park has used RCV since 2007. A wealth of data, best practices, and expertise provides the city with a roadmap to simple and effective implementation.

I look forward to the Community Engagement Sessions and hope Rockville will move forward to use ranked choice voting in future elections.

Thank you, Andrea Shettle

This message was sent by Andrea Shettle via <u>ActionButton</u>, on behalf of Ranked Choice Voting Maryland. Please reply to Andrea Shettle at <u>andrea.shettle@gmail.com</u>.

From: advocate@mail.actionbutton.org on behalf of Rebekah Durig

<advocate@mail.actionbutton.org>

Monday, June 9, 2025 11:26 AM

Sent:

To: cityclerk

**Subject:** Support Ranked Choice Voting for Rockville Elections

# WARNING - External email. Exercise caution.

Dear Sara Taylor-Ferrell,

I am Rebekah Durig and I am a resident of Rockville. I am emailing to express my support for ranked choice voting (RCV) for Rockville elections.

Here are three reasons why I care about RCV:

- 1) Effective Democracy RCV gives voters the ability to better express their preferences, reducing strategic voting and toxic campaigning, allowing voters and candidates to focus on the issues.
- 2) Voters Education: I care deeply about breaking bipartisan clashes without intent to compromise or find solutions. While Rockville does not have this issue due to non-partisan elections, implementing RCV in Rockville will allow voters to be more familiar with the process in partisan elections for the state and the nation.
- 3) Rockville is Ready RCV is already used in 51 jurisdictions across the U.S., giving 14 million voters greater choice and more power in elections. Voters in Washington, D.C. said YES to RCV in 2024, and Takoma Park has used RCV since 2007. A wealth of data, best practices, and expertise provides the city with a roadmap to simple and effective implementation.

I hope this message was also clear in the Community Engagement Sessions and hope Rockville will move forward to use ranked choice voting in future elections.

Thank you, Rebekah Durig

This message was sent by Rebekah Durig via ActionButton, on behalf of Ranked Choice Voting Maryland. Please reply to Rebekah Durig at rebekahdurig@yahoo.com.

From:

mark votepierzchala.org <mark@votepierzchala.org>

Sent:

Monday, June 9, 2025 11:12 AM

To:

cityclerk

**Subject:** 

Comments on election laws

WARNING - External email. Exercise caution.

June 9, 2025

Dear City Clerk's Office,

I attended Saturday's session.

During the session's question and answer part, I advocated that the City of Rockville pay for a mailing where every eligible candidate gets one page in the mailing subject to certain minimal rules.

The facilitator morphed this into something else in his comments. I did not appreciate that.

I know the difference between mail and electronic communications. They are not the same thing, and they do not usually replace one another. The facilitator should have just accepted the suggestion without commenting on it.

Here are my responses to the questions posed on the handout.

- 1. I vote in person, but I think it is very important that Vote by Mail is available.
- 2. I think there are enough drop boxes and voting centers, especially with the vote by mail option.
- 3. I think there is enough transparency around campaign committees that are also referred to as slates. In 2023, we saw a political action committee send 2 widely mailed postcards. While the PAC did file a report, and did list its contributors (mostly or totally corporate as I recall), the people behind the mailing were not known, or it was hard to find out about them. PACs are legal, but voters should be able to determine who is behind this independently spent money.
- 4. I am not satisfied with the City's efforts to enforce the campaign finance laws in that there was one candidate who did not file and the City Attorney's Office decided not to file a municipal action. These reports are considerably easier to file than before, but they still require a great effort, often at the most difficult times of the campaign.

- I would agree to provide an easy way out for someone who effectively ends their campaign, but there must still be some reporting.
- 5. I believe the City is effectively promoting diversity, equity, and inclusion. There is huge outreach.
- 6. If any of the ballot measures should be changes, it should be ones that were approved by the voters in the advisory referenda. There was only one that was approved (term limits) though I don't personally support it.
- 7. I have other suggestions to improve the City's election process:
  - a. The City should implement campaign financing along the lines that the County has approved them. Since all elected positions are at-large, it can be daunting for first-time candidates to overcome resource issues. This is especially true for those who are not well-connected with the political powers in the City.
  - b. Ranked-choice voting should be on the ballot for 2027 as an advisory referendum.
  - c. As noted above, there should be one City-Wide physical mailing where every certified candidate gets a page subject to some minimal rules. This would help candidates overcome resource issues.

Yours,

Mark Pierzchala

From:

Claire Funkhouser <clairefunk@aol.com>

Sent:

Sunday, June 8, 2025 7:11 PM

To: Subject: cityclerk Elections

WARNING - External email. Exercise caution.

Sara Taylor-Ferrell City Clerk, Director of Council Operations

Re: Elections

We are sorry neither one of us were able to attend the in-person sessions last week. We did want to provide input about the questions posed.

- 1) We prefer to vote by mail in the city elections. We have found it to be easy and convenient
- 2) There seem to have been sufficient drop boxes and voting centers. However, since the last election, several new housing developments, primarily townhouses and large apartments, have been built. They are in areas throughout Rockville such as Twinbrook, Town Center, King Farm, Tower Oaks and Rockville Pike so it would be wise to examine this further.
- 3) There has been increased ability for the public to follow information regarding funding campaign committees/slates/political action committees on line.
- 4) Again, with the public and the Board of Elections able to monitor all of this, additional scrutiny would promote the expectation of enforcement of campaign finance laws
- 5) We are not quite sure why this question regarding diversity, equality and inclusion is being asked. Any registered voter who is a citizen of Rockville and who can gather 100 verified signatures can be on the ballot.
- 6) The only ballot measure which we feel strongly about is the one concerning representative districts. We believe all seats on the Mayor and Council should stay at-large. Decisions should be made for the benefit of the entire city rather than potentially competing districts.

Additionally, we want to stress the critical role of the support of several groups within the city's governance to run a successful and smooth election. Obviously, the City Clerk's Office and the Board of Supervisors of Elections must work well together. Also, the City Manager's Office can provide critical support in terms of publicity through the city's website, Rockville Reports, Channel 11 and the coordination of any debates. The city's IT Department may be helpful with the testing of any equipment the city may use with the County's registration process.

Most important is the relationship between the City Clerk's Office and the City Attorney's Office. An attorney should be assigned who has the time and knowledge to provide support to the Clerk's Office and the Board of Supervisors of Elections from the beginning of the election cycle to well after the election.

Rockville has a history of elections that have been well run and legal. Hopefully, this year's examination will only enhance this most important of civil activities.

Claire and Gary Funkhouser

1037 Carnation Drive

From:

Gaby Moore <gabynm1013@icloud.com>

Sent:

Sunday, June 8, 2025 1:48 PM

To:

cityclerk

Subject:

Rockville City Lowered Voting Age

# WARNING - External email. Exercise caution.

My name is Gabrielle Moore Brooks and I am a regional director of Vote16 Maryland, a statewide coalition working to lower the voting age to 16 in municipalities throughout Maryland. I still strongly support allowing 16 and 17 year olds to vote in Rockville local elections. As a young patron from another part of Maryland who had spent years engaged in civic education and student advocacy, I've witnessed first hand that 16 and 17 year olds are variable of understanding complex issues that affect them.

In communities across Maryland, including my own, youth are testifying before school boards and town halls, working on political campaigns, and advocating for legislation on the state level. These students are paying attention to policies on education, safety, mental health, and the environment because these decisions affect our daily lives. The idea that 16-year-olds are not mature or informed enough to vote simply isn't the reality.

Research has shown that lowered vote age also increases overall civic involvement. When given the chance, 16 and 17 year olds have higher voter turnout rates and created lifelong voters. It makes sense to allow them to have a say in who is making decisions about their future, especially at the local level where policies often have the most immediate impact.

Local democracy is strongest when it reflects the voices of all stakeholders. I urge you to lead by example and give 16 and 17 year olds the right to participate in shaping their community. Their voices are vital and more than ready to be heard at the ballot.

Gabrielle Moore Brooks

From:

Kylen Jackson <kylenjackson318@gmail.com>

Sent:

Sunday, June 8, 2025 12:14 AM

To:

cityclerk

Cc:

vanessali 1805@gmail.com

Subject:

Written testimony on voting age

# WARNING - External email. Exercise caution.

Good evening members of the Rockville City Council,

My name is Kylen Jackson. I'm a high school student, and someone who believes deeply in expanding civic opportunity. I am writing to support Rockville's efforts to lower the voting age to 16-17 in our local city elections.

At 16, many young people are already working jobs, paying taxes, helping care for family members, and engaging in community organizations. In my own experience, I've seen students lead public policy efforts, testify before elected officials, and help shape school and local government decisions. We're already involved — we just deserve the right to have our voices counted at the ballot box.

Rockville has the chance to set a powerful example. By recognizing youth not just as future voters, but as current stakeholders, you show trust in the next generation of leaders. This is a decision that would reflect Rockville's commitment to equity, participation, and long-term democratic strength.

Thank you for your leadership and for considering this important step.

Kylen Jackson

Maryland Youth Association Baltimore County Local Policy Co-Director

Baltimore County Public School SMOB Committee Member

Maryland Association of Student Councils Finance Committee Member

Barnes & Scott Youth at Law Human Resources Coordinator

From:

Gabriella Blair < gabrielladblair@gmail.com>

Sent:

Friday, June 6, 2025 9:19 PM

To:

cityclerk

Cc:

Vanessa Li; anyafkleinman@gmail.com

Subject:

Written Commentary

**Attachments:** 

Gabriella Blair - Vote16MD Rockville Commentary.pdf

WARNING - External email. Exercise caution.

Hello, my written commentary is attached below.

My name is Gabriella Blair, and I am a Freshman. I currently serve as a Co-Regional Director for Vote 16MD. I write to you today in support of lowering the voting age in Rockville, Maryland, to 16. Doing so could make a real and lasting difference in our communities and in how we approach civic life.

Lowering the voting age to 16 can truly strengthen our democracy and reshape the way young people engage with the world around them. Sixteen-year-olds are already contributing to society in meaningful ways. Many hold jobs, drive, and some live independently. Giving them the right to vote ensures they have a say in the policies and decisions that shape their daily lives and futures.

By allowing young people to vote, we're not just recognizing their responsibilities, we're encouraging civic participation early on, helping them build lifelong voting habits and empowering a generation that will live with the long term consequences of today's decisions. Excluding them from the process isn't just unfair, it's a missed opportunity to make our democracy more inclusive, forward-thinking, and representative. Maryland already allows 16-year-olds to pre-register to vote so why not let them actually cast a ballot at the same age?

Lowering the voting age wouldn't just benefit youth, it would strengthen civic engagement across the board. Campaigns and politicians would be encouraged to consider the perspectives of younger voters, and in the process would gain insight into the issues that matter most to them. This kind of inclusion would help ensure that our political system is responsive to all voices in the community, not just the oldest or loudest.

We've already seen success in other parts of Maryland. For example, in Takoma Park, where the voting age was lowered to 16 in 2013, turnout among 16- and 17-year-olds was 44% which is nearly four times higher than the turnout rate of voters 18 and older, which was only 11%. This shows that when young people are included, they do show up and take the responsibility seriously. There's no reason to believe the same couldn't happen in Rockville.

In fact, the interest is already there. As of 2023, over 52,000 16- and 17-year-olds had pre-registered to vote in Maryland, according to The Civics Center. These are thousands of teens actively preparing to fulfill their civic duty. But while they are ready and willing, the law is holding them back along with lawmakers. Just imagine how many thoughtful, passionate and informed voices are going unheard. These voices are going unheard, not because they're not engaged but simply because of an outdated age restriction.

Based on this data and the success seen in other Maryland cities, Rockville has a real opportunity to lead. Lowering the voting age to 16 would show that the city values its youth, trusts them, and is ready to strengthen local democracy by including those who are most affected by the decisions being made.

Young people care deeply about the issues in their communities and when you give them a chance, they will show up. I strongly urge you to allow them that opportunity by lowering the voting age in Rockville to 16.

Sincerely,
Gabriella Blair
Vote16MD CoRegional Director

From:

Vincent Russo <vdrusso1@gmail.com>

Sent:

Friday, June 6, 2025 7:06 PM

To:

Sara Taylor-Ferrell

Cc:

Judy Penny

Subject: Attachments:

Fwd: election reform comments Election reform notes 2025.docx

WARNING - External email. Exercise caution.

Hello Sara,

Here are my comments for Rockville elections.

Thanks for the opportunity to comment.

Kind regards,

Vincent

Vincent Russo Notes on election reform June 6, 2025

#### General statement

Keep it simple. The rewrite of Chapter 8 presents the opportunity to simplify the city's election practices. This will benefit voters and those who must administer the election. Be mindful that the city: (1) has no control over its voter register; (2) uses county equipment and space for secure storage of ballots, canvassing and tabulation; and (3) does not have a full-time elections department. Our ambitions must align with these realities.

#### Enforcement

- Penalties are insufficient to compel timely compliance. Public interest for disclosure and transparency is not served when candidates evade the rules.
- Avoid putting BSE in position of having to enforce violations that will not be pursued by the city. Discretion is ok to a point, but we do not want the BSE to be perceived as unevenly enforcing between candidates or enforcing some rules and not others.

#### CFR

- Is there commercial software (an app?) with data validations that would simplify compliance for campaigns and review for the BSE? Common problems are carrying forward balances, accounting for loans.
- Review timeliness of CFR filing and penalties for non-compliance. Voters should have visibility into funding sources earlier in the process because votes are cast well before election day with VBM. Candidates can avoid reporting under current rules without incurring penalties until after votes are cast. Or ever, really.

#### Campaign financing

- Anticipate that increasing sums will come from external organizations wanting to participate in city elections. Adjust Chapter 8 accordingly. Should these organizations be subject to the same requirements as candidate committees?
- Outcomes of municipal elections are hugely consequential, especially regarding land use, and thus will attract money. Rather than strain to keep money out, we should embrace the interest in promoting participation in city elections. That seems healthy.

 Maintain alignment of Chapter 8 with SCOTUS decisions which trend toward fewer restrictions. E.g., Buckley v Valeo; McCutchen; Citizens United. Avoid introducing measures that would put Rockville in a position to have to defend (with costly litigation) an election code that runs afoul of these decisions. It seems obvious but there is passion for (unconstitutional) restrictions on self-funding following the 2023 election.

#### **Operations**

- Why do Rockville results take so long to tabulate? On election night Kentucky and Mississippi know their next governors hours before we know the outcome of our municipal election with fewer than 13,000 ballots cast.
- Do the data on drop box usage justify their continued use, much less expansion?
   Four underutilized locations together accounted for fewer than 8 percent of total ballots cast (Montrose, Lincoln Park, Thomas Farm, and Twinbrook). The other locations at city hall (38.7 percent of ballots) and the senior center (3.5 percent) saw more usage. The security and collection costs should be considered.
- Consider compensation/stipend of BSE members.

**Legal counsel.** BSE should have independent or in-house legal counsel during election season, especially for canvassing and election nights.

#### Code changes

- Do not mandate placement of drop boxes and other operational details in the code.
   BSE needs flexibility. Code should give overall direction, not mandate operational specifics. Technical and security considerations are factors, as well as cost.
- Update language that refers to dated communication methods; archaic references.
   "Newspaper".
- Clarify roles between CM, CA, and DCO. Sign enforcement. Running forums.
   Infraction enforcement. What does it mean that violators "shall be prosecuted" by the CA? What discretion does the CA have to opt not to prosecute?
- Generally, the dollar amounts referenced in the code need to be updated for inflation. For example, some limits are as low as \$25 in various parts of the code.
- Clarify definition of "campaign committee." Is it just a slate? Or sometimes something else?

# **Ballot questions and other proposed reforms**

#### **Public financing**

- Rockville is small compared to county. What is cost? How would the program be administered and by whom? CM? BSE? City Clerk? What is threshold for qualifying?
- Enlarging Council in 2023 enabled election of wider range of candidates, thus achieving what would be a goal of public financing.

#### **Ranked Choice Voting**

- Election outcomes for our current process and RCV are likely to be mathematically
  equivalent in Rockville. Voters currently select up to six choices. When selections
  of all voters are aggregated, the result is a collective ranking not unlike the outcome
  from RCV. So why bother with the complication and expense of RCV? Our mayoral
  elections are historically binary affairs, so the winners already have majority
  support.
- Expensive to implement if not supported by the state and county with appropriate equipment and software.
- RCV is a solution in search of a problem that we do not have in Rockville municipal elections.

**Alphabetic ordering.** How would random ordering of candidate names affect the number of ballot styles needed? We already have ten ballot styles. As a voter I know the candidates I want to support and prefer seeing them ordered alphabetically for ease of identification. Again, keep it simple. Avoid confusing voters.

#### **Districts**

- Council expansion from five to seven seats opened an opportunity for more areas of
  the city to be represented. Indeed, our sample size of 1 already shows positive
  results with candidates from King Farm and Twinbrook winning seats in 2023. Allow
  more time to evaluate whether the expansion continues to result in improved
  geographic representation before adopting districts.
- Would require additional costs for consultants to draw and eventually reapportion the districts. Need code to regulate periodic reapportionment.
- If the city did adopt districts, we should maintain citywide voting so all members are responsive to the entire population. Similar to Board of Education elections in the county.

 Rockville is a compact, relatively homogenous city with similar needs and wants throughout, so district voting seems an unnecessary complication. We do not have significant socio-economic, demographic, or geographic disparities like larger polities where district voting is perhaps justified.

**Term limits.** Term limits are unnecessary in Rockville. Since 1900 only a handful of officials have served longer than 12 years in combined service as either councilmember or mayor. The longest tenures were 14 years (Bob Dorsey 1993-2007; Bridget Newton 2009-2023; Douglas Blandford 1932-1946); 16 years (G. LaMar Kelley 1934-1952); and 18 years (Joseph Clagett 1914-1932). It is not a job people hold for decades like members of Congress, nor is it an executive position prone to abuse by long-term incumbents. If experienced council members are willing to serve and the voters are happy to have them, so be it.

**Presidential-year voting**. Retain off-year election cycles for municipal elections. This gives the city more control over the ballot and voting methods. Our vote-by-mail innovation, the first in the state of Maryland, would not have been possible if we had coincided with the presidential election. Off-cycle elections preserve our ability to innovate and experiment.

Follow resident sentiment on **lowering voting age** and **non-citizen voting** both of which voters resoundingly rejected in 2023. Do not pursue these. There must be an age limit and 18 is appropriate. That 16-year-olds can drive is irrelevant. The city offers youth other means for civic engagement, including boards and commissions. Non-citizen voting would require the city to maintain a separate register of alien residents eligible to vote. What if a federal administration hostile to the interests of aliens demanded that list? Let's table this one.

From: Asad Farooq <asadf20261@gmail.com>

**Sent:** Friday, June 6, 2025 5:29 PM

To: cityclerk

Subject: Written Testimony for Lowering Voting Age in Rockville Elections

### WARNING - External email. Exercise caution.

My written election input is pasted below:

Dear Mayor Ashton and Council-members,

My name is Asad Farooq. I'm a junior in high school and I serve as a Regional Director for Vote 16MD, a statewide youth coalition committed to expanding voting rights to 16- and 17-year-olds in local elections across Maryland.

I'm here today because Rockville has a powerful opportunity. An opportunity to strengthen its democracy, to include more voices in decisions that matter, and to lead by recognizing that young people are already engaged members of our community.

At 16, we're not watching from the sidelines. We're commuting on city buses, working jobs in Rockville businesses, navigating mental health challenges in our schools, and balancing demanding course loads with family responsibilities. These are not small things. These are adult-level decisions being made by people who are told they're still too young to vote. But how does that make sense? Why should we wait two more years to have a say in the very systems we're already living within?

Local government shapes so many of our everyday experiences. It affects how safe we feel in our neighborhoods, whether our schools are well-funded, how accessible our public transportation is, and whether our parks and libraries are being prioritized. These decisions are being made with or without our input. And when you're 16 or 17, waiting two more years can feel like an eternity, especially when those years are some of the most formative in a person's civic identity. If we want engaged, informed, lifelong voters, we shouldn't delay their entry into democracy. We should welcome it.

And this isn't just a theory. We've seen how it plays out right here in Montgomery County. In 2013, Takoma Park became the first city in the country to lower its voting age to 16. Like Rockville, it's a diverse and civically engaged city. And the results were remarkable. According to the University of Maryland's Civic Innovation Center, 44 percent of eligible 16- and 17-year-olds voted in that first election, compared to just 10 percent of the general population.

That enthusiasm didn't fade. In 2015, youth turnout was 45 percent. In 2017, it was nearly 48 percent. And in 2020, it rose to 69 percent, far exceeding the 54 percent turnout for other voters. These aren't one-time spikes. They show a pattern. When young people are invited into democracy, they show up and lead.

Some may still have doubts. Are 16-year-olds informed enough? Are they mature enough? The research says yes. The National Institutes of Health and the Vote16 Research Network have found that 16-year-olds have the cognitive ability to make thoughtful voting decisions. In fact, they are just as capable, if not more so, than older first-time voters. And when surveyed, many adults who initially opposed lowering the voting age changed their minds after hearing directly from young people.

So I ask again. What are we waiting for? Lowering the voting age doesn't just give young people a voice. It helps build lifelong voting habits. It brings more perspectives into our local decision-making. And it shows that Rockville believes in the next generation of leaders.

Let's follow the lead of our neighbors in Montgomery County and across the country. Let's give the young people of Rockville the chance to participate, to engage, and to help shape the city they already call home.

Thank you for your time and consideration.

Sincerely, Asad Farooq

From:

Anya Kleinman <anyafkleinman@gmail.com>

Sent:

Friday, June 6, 2025 5:20 PM

To:

cityclerk

Subject:

Written Election Input

### WARNING - External email. Exercise caution.

My written election input is pasted below. Thank you so much!

Dear Mayor Ashton and Councilmembers,

My name is Anya Kleinman. I am a rising senior at Richard Montgomery High School and the Statewide Co-Director of Vote16MD, a statewide coalition working to lower the voting age to 16 in Maryland's municipal elections. I am here to strongly endorse a measure enabling 16- and 17-year-olds to vote in the City of Rockville's local elections.

Turning 16 is a rite of passage. When you turn 16, you can operate a vehicle, get married, and drop out of high school, among other things. Turning 16 requires you to grapple with deeply consequential decisions and responsibilities. 16- and 17-year-olds are huge stakeholders in their communities, impacted by city council decisions ranging from mental health to local appropriations.

Now you may be thinking: Why 16? Well, according to a study conducted by the NIH, at 16, individuals are cognitively capable of making thoughtful and comprehensive voting decisions. On another note, data suggests that Rockville local elections, even with the measure of mail-in voting, experience low voter turnout during presidential election off-years. In Rockville's 2023 local election, the turnout rate hovered around 25%. I think we can all agree: when a minority of registered voters cast a ballot, city election results are not truly representative.

However, evidence shows that 16- and 17-year-olds are very reliable voters, with a voting rate up to 200% higher than the general population. Additionally, lowering the local voting age, as seen in Maryland municipalities like Takoma Park, leads to an increase in the general voting rate. A measure to lower the voting age provides Rockville with a unique opportunity to create more representative and democratic elections.

It's not just a matter of turnout; Voting is habit-forming. Allowing individuals to begin voting earlier in life has the potential to improve lifelong civic participation, creating a generation of engaged and active voters. A measure to lower the voting age doesn't just allow Rockville to enfranchise 16- and 17-year-olds; It allows Rockville to prepare young people to contribute meaningfully to democracy for the rest of their lives.

With this in mind, I urge you to support a measure to lower the voting age and take this essential step towards encouraging and extending youth civic participation in Rockville. Thank you for your consideration!

Sincerely, Anya Kleinman Vote16MD Co-Director

# **Sara Taylor-Ferrell**

From:

Gavin Falcon <gavinmichaelfalcon@gmail.com>

Sent:

Friday, June 6, 2025 5:19 PM

To:

cityclerk

Subject:

**Public Commentary on Future of Rockville Elections** 

# WARNING - External email. Exercise caution.

Hello,

I hope all is well, I just wanted to send my commentary, as I can't come in person. Thank you so much for the opportunity!

Here it is below:

https://docs.google.com/document/d/1AvnLAopuJQ9hG96IKblLR4y3Gff0W0wPQOdABRqlxrU/edit?usp =drivesdk

I hope you have a great weekend.

Sincerely, Gavin Falcón Good evening distinguished council members, my name is Gavin Falcon and I am a student leader in my community, writing today to provide commentary on Sections 8-6 of Rockvilles election code to allow for 16 years to vote and have their future as well.

Currently, this section of code is generally vague and left up to interpretation, falling back on the state legislature. But beyond that we now have the power to create meaningful change to empower all of us future leaders, not just now but forever. Many times decisions are being made at the state and national level without the student perspective in mind, making it feel as if our voices are meaningless. We need this alteration to prevent this feeling of helpfulness, that ruins our society as a participatory democracy.

I can't speak for all students but I know speak for myself at least, and it is disheartening to see officials we don't elect control our lives. Even though I am now a student advocate, fighting for a better future for as many people as possible this wasn't always the case. Just because I couldn't vote I felt my voice meant nothing. We learn in school that we elect officials to make the choices for us, represent us, and protect us but we don't have any say in who they are ruining our sense of activism, how can that be?

Additionally, by the age of 16 the vast majority of individuals are neurological and socially intelligent enough to make decisions about their life, and are currently learning about government in our society, making many more informed than grown adults. So I have to ask again why we don't take advantage of this. The younger one starts in civic engagement the longer one will stay involved. With that being said, if we want voter turnouts representing all of Rockville, and everybody, we must make this change to empower us youth and set the foundation for our future.

In our great state Maryland we are able to register to vote at 16 but nothing more, so let's flip the page one area at the time starting with one of the best Rockville. Make a change that will last generations. Especially in this time of day we need all the voices we can get, and if we want that we must find ways to empower more individuals, and this is the key to doing so.

Considering all of this is section 6-8 please, specifically allow 16 years olds to vote, have a say in their life, and lay the groundwork for a better future for all of us Americans, Marylanders, and more. Thank you for your time.

From:

Mary Cramer Wagner <mary@pinnaclestrategiesconsulting.com>

Sent:

Friday, June 6, 2025 3:06 PM

To:

cityclerk

Cc:

Nina Taylor; Allison Sardinas

Subject:

Rockville City Council Meeting - Elections Review

**Attachments:** 

HPSCAN\_20250606185350506\_2025-06-06\_185537610.pdf

WARNING - External email. Exercise caution.

### Good afternoon:

On behalf of the Center for Election Science, please see the attached written testimony with informational handouts.

Please don't hesitate to contact me with any questions.

Best Regards,

Mary Cramer Wagner Government Relations Pinnacle Strategies, LLC 443-994-5073

### THE CENTER FOR

# **Election Science**



6/6/2025

Rockville Mayor and City Council Members 111 Maryland Avenue Rockville, Maryland 20850 Mayor Ashton
Council Member Fulton
Council Member Jackson
Council Member Myles
Council Member Shaw
Council Member Valeri
Council Member Van Grack

# Subject: Consideration of Approval Voting as a Method of Voting

I'm writing to respectfully request that the City of Rockville consider adopting approval voting as a more representative and fairer approach to electing local leaders.

Approval voting is a simple, nonpartisan reform that allows voters to select as many candidates as they support, not just one. This change empowers residents to vote honestly without fear of wasting their vote or splitting the vote among similar candidates.

Across the country, cities that have adopted approval voting such as Fargo, ND, and St. Louis, MO have seen:

- Higher voter satisfaction, as people feel their true preferences are better reflected.
- Reduced negative campaigning, since candidates are incentivized to appeal to a broader audience.
- Elimination of the "spoiler effect" and less need for strategic voting.
- Winners with broader community support, leading to stronger legitimacy and trust in elected leaders.

Rockville is known for being forward-thinking and community-centered. This reform would continue that tradition by ensuring our elections produce leaders who represent the full range of voter support not just those with narrow pluralities.

I encourage the Council to begin exploring approval voting through feasibility studies or public forums. The Center for Election Science would be glad to provide resources, connect you with experts, or participate in discussions on how approval voting is an elegant simple solution that can benefit Rockville.

Attached is a brief overview of approval voting and how it could be implemented locally.

Thank you for your time and commitment to improving our democratic process. I look forward to the opportunity to support this effort.

Warm regards,

Mina Vaylor
Chief Executive Officer

The Center for Election Science

# **Approval Voting Fact Sheet**



# **Approval Voting is Used in Government Elections Today**

Fargo, ND became the first U.S. city to adopt approval voting in 2018, followed by St. Louis, MO in 2020. Both cities have conducted multiple elections using the new method without issues. Additionally, approval voting is currently used by the United Nations Security Council, the Pro Football Hall of Fame, and the American Mathematical Society.



# Approval Voting Has Been Used for Over 750 Years

Approval voting is one of the oldest voting methods in the world. The Republic of Venice used it for major elections from 1268 until 1797. Also used in papal enclaves, over 40 popes were elected through this method (then called 'scrutiny') from the 13th to 17th centuries.



### Why Approval Voting is Hitting the Radar Now

Larger candidate fields at every level are leading to more vote splitting. This phenomenon harms candidates who share similarities (e.g., two centrists, two women), causing both to lose as they 'take' votes from each other. This issue is prevalent in primaries, where multiple centrists lose to hyperpartisans. There's widespread discontent with hyperpartisan-dominated governments, prompting a search for solutions.



# Approval Voting is Different Than Ranked Choice Voting

Approval voting is not ranked choice voting. While both are alternative voting methods, they belong to different families of voting. We advocate for approval voting because it is simpler and cheaper than RCV while still being incredibly impactful. We believe people can support multiple methods at the same time. People can support approval voting, ranked choice voting, or both.



# **Approval Voting Works With All Current Systems**

Approval voting is so simple that it can work with any current voting system without adding time, complexity, or cost. Whether it's mail-in ballots, paper ballots, single or multiple winners, primaries or general elections, even proportional systems - there is no system too simple nor too complex for approval voting to improve.



# The Winner is Only the Most Supported Candidate

Everyone's chief concern is...who is going to win? In approval voting, candidates win by attracting broad support from all the voters, rather than focusing solely on a narrow, dedicated base. They may lose if they fail to appeal to a wide range of voters or go against mainstream opinion. Simply put, those who perform well in approval voting bring people in.

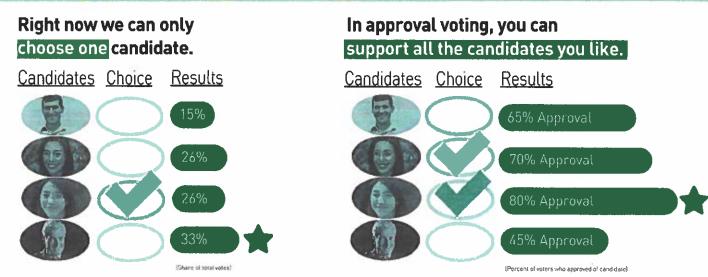


# The Center for Election Science is a National, Nonpartisan Reform Organization

CES is a 501(c)(3) nonpartisan nonprofit organization that advocates for approval voting in state legislatures, educates the public, and advances the study of key and under-researched topics like vote splitting.

# What is Approval Voting?





# Your Vote is Your Voice. Approval Voting Makes It Powerful.

### **Approval Voting is Simple**

In approval voting, voters can give support to all the candidates they like. All of the ballots are tallied, and the candidate who received an approval from the most voters wins. That's it. No multiple rounds or runoffs needed.

### **Approval Voting Makes Every Voter Important**

When voters have more options, they can't be ignored like they are now. By giving voters the power to give or deny support to any candidate, every voter can demand more from their politicians.

### **Approval Voting Allows You to Vote Your Conscience**

In approval voting, voters have the opportunity to express support for all the candidates they like, and vote against all the ones they do not. Unlike choose one voting, supporting a candidate <u>only</u> helps them. Voters can express their true beliefs, without fear of a helping a spoiler.

### **Approval Voting Winners Are Representative**

Unlike our current system, a candidate in an approval voting election can <u>only</u> win by being the most representative and broadly supported candidate of the electorate.

### Approval Voting Stops the Vote Splitting That Elects Hyperpartisans

'Vote splitting' is a phenomenon of choose one voting, where two similar candidates inadvertently divide their shared base and both lose to a third, less representative candidate. Hyperpartisans exploit this to get elected with a small, fervent base. Approval voting eliminates vote splitting, and this tactic of division.

Try Approval Voting

# Approval Voting Can Be Implemented Tomorrow at No Cost

Our current machines can run approval voting elections today. That means we can have better, more representative elections tomorrow at little to no cost.



# Case Study: St. Louis Before & After Approval Voting



### St. Louis, MO and The Delmar Divide

Through the heart of St. Louis, MO runs a road called Delmar Boulevard that politically and economically splits the city in two. Locals call it the Delmar Divide. The north side is predominantly black, the south side predominantly white. Decades of politics had favored the white south side, leaving the black north side to struggle. In a city where the population for both white and black voters were equal, all city politics revolved around this question, "which side would win, and which side would be shut out?"

St. Louis had an issue that made things worse. Races for offices like mayor and alderman were drawing upwards of seven candidates, leaving candidates to split votes between them and denying a majority winner. From 2015-2019, there were eight city elections in St. Louis where the winner earned less than 37% of the vote. Of those eight elections, five had winners who earned less than 20% of the vote. For decades there was suspicion that this was done purposefully by white politicians who would find extra black candidates to run to split the black vote to help white politicians win.

Purposeful or not, the vote splitting issue in St. Louis was out of control, and more often the communities of color were penalized for having multiple candidates from their community run in the same election. This was especially true in the 2017 race for mayor, where five major candidates ran for the seat.

March 2017 STL Mayor Results			
•	Candidate Lyda Krewson	Percent of Vote	
	Tishaura Jones	30%	
	Lewis Reed	18%	
	Antonio French	16%	
	Jeffrey Boyd	3%	

South St. Louis had one major candidate, Krewson, while north St. Louis had four. Despite 68% of voters choosing black candidates, Krewson won.

St. Louis voters rightfully asked - "How is this right?"

A coalition emerged to reform St. Louis elections. They started a ballot initiative campaign, called Prop D (for Democracy), and an organization to advocate for it, St. Louis Approves. They wanted to end vote splitting by bringing approval voting to all city elections. In 2019 The Center for Election Science joined the effort. St. Louis Approves was able to build a large coalition from across the city that went to community events, town halls and door-to-door to grow support for this effort. In November 2020 St. Louisans overwhelmingly voted in favor of the measure, passing it with 68% support.



# Case Study: St. Louis Before & After Approval Voting



Smashing the Divide

March of 2021 would be the first election in St. Louis history to use approval voting. Four major candidates ran, excluding Mayor Krewson who chose not to run for re-election. They included Tishuara Jones and Lewis Reed from 2017, as well as Alderwoman Cara Spencer and businessman Andrew Jones. Approval voting radically changed the election. Candidates pushed for broader support on both sides of the Delmar Divide

Voters could support multiple candidates who were similar, whether it be along ideological, racial or geographical lines. There was a clear consensus winner Tishaura Jones, hindered by vote splitting in the past, was the far-and-away winner of the first approval voting election with 57% approval.

The real power of approval voting came into focus when plotting Jones' support on a map. The darker the blue, the higher approval support for her. Outlined in yellow is Delmar Boulevard.

March 2021 STL Mayor Results with Approval Voting			
	Candidate	Percent Approval	
	Tishaura Jones	<b>57</b> %	
	Cara Spencer	46%	
	Lewis Reed	<b>39</b> %	
	Andrew Jones	14%	



While other candidates still drew most of their support from one side of the divide, Jones' support transcended the old borders.

Because of approval voting Jones had smashed through the Delmar Divide by appealing to the whole city, and she would go on to make history as the first black female mayor of St. Louis.

#### Aftermath

A poll conducted by Change Research in March of 2021 captured the broad feelings of support for approval voting.

- 81% of voters appreciated approval voting's simplicity.
- 67% of voters appreciated being able to express their preferences easily, without worrying about electability.
- 60% of voters want to use approval voting to elect other officials.

Voters supported 1.6 candidates on average. The City of St. Louis officials stated that no additional funding was used to make the change - The solution was simple, just allow for voters to fill in more bubbles on their ballots. In 2022, the St. Louis Board of Aldermen threatened to repeal Prop D, as some felt it threatened their power. The coalition regrouped, even larger this time, to enshrine approval voting into their charter forever. Bucking the desires of the Aldermen, St. Louis voters chose to keep Prop D's reforms in a measure called Prop R (for "Reform") - voting 69% in favor. St. Louis continues to use approval voting in city elections to this day.

-2/11/11-27



# **Approval Voting**

### Intuitive for Voters

An approval voting ballot looks exactly like ballots that American voters are used to. The only difference is that, instead of having to choose just one candidate, voters can choose as many as they like.

### Simple to Administer

Approval voting can be implemented using existing machines and technologies. No additional investments are required.

**Transparent, Clear & Quick Results**Approval voting calculations are no mystery:

The candidate with the most votes wins. The difference from our current system is that people vote for who they actually support, so the results are not confused by issues such as vote splitting and discussions about 'electability.'

#### Clear about the full extent

of support for each candidate

After an approval election, every candidate sees an honest tally of how many people support them. For the winner, that clarity means understanding real *support*, which can be leveraged to begin governing immediately and effectively on behalf of the whole community.

Use the QR Code to Try Approval Voting
And learn more at ElectionScience.org



# Ranked-choice voting

### Complicated for Voters

To prepare for an RCV election, voters must read detailed instructions for the new ballot layout.

Voters must be careful to avoid mistakes, such as filling out more than one ranking per candidate.

### Expensive & complex to administer

In most cases, RCV requires cities and states to purchase new machines and technology. Election administrators must learn new ways to process ballots, conduct run-offs, and audit results.

# **Ambiguous** about how the winner was determined

Voters—and even most election administrators— cannot predict or follow how results are calculated. The 'run-off' process is entirely simulated, lengthy due to multiple rounds and reallocations of votes. Voters must trust that no mistakes were made—without being able to see or understand the steps involved.

### **Unclear** about the full extent

of support for each candidate Voters' voices are ignored. Many rankings aren't considered at all. Winners have no way to see who really supports them. With an uncertain mandate, they build coalitions before they can govern.

Rank Choice Explained courtesy of NBC Bay Area (San Francisco, CA)



# Sara Taylor-Ferrell

From:

Nabila A Balami <nabilabalami2@gmail.com>

Sent:

Friday, June 6, 2025 10:24 AM

To:

cityclerk

Subject:

Community Input on the Future of Rockville Elections

Attachments:

Testimony for V16 (3).pdf

WARNING - External email. Exercise caution.

Attached below is my Testimony for the upcoming public session and the future of Rockville Elections!

Good evening Rockville County Council Members,

My name is Nabila Balami. I'm a high school sophomore and a Director of Vote16 Maryland, a nonpartisan youth-led initiative working to lower the voting age to 16 in municipal elections across the state.

I appreciate making it possible to comment on the future of Rockville elections from the public. In consideration of making changes to Chapter 8 of the Rockville City Code, and those in particular that could increase local democracy by making it more inclusive, I urge you to include wording that would provide a vote for 16- and 17-year-olds in Rockville city elections.

Why? Because we're already members of this community. We go to school here. We work here. We drive your buses, walk your streets, and bear the aftermath of the decisions made by city leaders. But we don't have a voice in who speaks for us. That disparity is important. And lowering the voting age is a fact-based way of closing it.

We know it has worked in the past. Takoma Park and Hyattsville, Maryland, have extended voting to 16- and 17-year-olds in local elections, and those cities have seen young voters cast ballots in those elections at high rates. When kids are offered a choice, they take it seriously. I've seen this myself through my work on Vote16 Maryland and through interviews I've held on Vote16 Frederick Voices, a podcast I've started to provide a platform for young people's voices. Guests of mine have included the President of the Frederick County Council and the President of the Board of Education both of who have supported lowering voting age. If leaders at this level are able to recognize the value in young people engaging, that's a message.

Rockville can now have the opportunity to be next, to lead by example of what civic inclusion means and set an example as a region with a forward-thinking change to your election law. Updating Chapter 8 to enfranchise 16- and 17-year-olds would not only support a generation, it would serve as a powerful statement that Rockville is committed to and values all citizens, regardless of age.

Thanks for considering this move toward a more representative and inclusive democracy.

Sincerely.

Nabila Balami Regional Director, Vote16 Maryland

# Sara Taylor-Ferrell

From: Zoë Burnett <zoeburnett008@gmail.com>

Sent: Thursday, June 5, 2025 7:32 PM

To: cityclerk

Subject: Written Testimony

Attachments: Written%20Testimony.pdf.pdf

WARNING - External email. Exercise caution.

Dear Members of the Rockville City Council,

My name is Zoe Burnett and I am writing to express my strong support for lowering the voting age to 16 for local elections in Rockville, particularly those that directly affect youth, such as the Board of Education elections. Students spend the majority of their day in schools shaped by policies enacted by elected officials-most notably, members of the Board of Education. Yet, they have no say in who represents them. Lowering the voting age to 16 would ensure that students have a voice in decisions about curriculum, school safety, mental health resources, transportation, and funding. These are not abstract policy areas—they are realities students live every day. At 16, many students are already working, driving, and taking on adult responsibilities. Civics education is typically taught in high school—precisely when students are becoming most aware of their role in democracy. Allowing them to vote while they are still in school helps form strong lifelong voting habits, creating more engaged and informed citizens. Cities such as Takoma Park and Hyattsville, Maryland, have already allowed 16-year-olds to vote in local elections. The result? Higher voter turnout among young voters and a more representative electorate. Rockville has the opportunity to follow this successful model and become a leader in youth civic engagement in Montgomery County. Students are directly impacted by decisions made by local elected officials, yet they are consistently excluded from the process. Lowering the voting age would not only increase civic participation but also signal to our youth that their experiences and perspectives are valued. Empowering 16- and 17-year-olds with the right to vote in local elections will strengthen our democracy, improve civic education, and create a more inclusive community. I urge the Rockville City Council to move forward with this initiative and give our students a seat at the table. The future of Rockville belongs to them—they should have a say in shaping it...

Thanks, Zoe Burnett

From: Sienna <sienna.alazarr@gmail.com>

**Sent:** Thursday, June 5, 2025 7:30 PM cityclerk

Cc: vanessali1805@gmail.com

Subject: Written Testimony in Support of Lowering the Voting Age

# WARNING - External email. Exercise caution.

Dear Mayor and Council, Board of Supervisors of Elections, and City Clerk,

My name is Sienna Alazar. I am a high school sophomore and a Regional Director for Vote16MD. I am writing to express my strong support for lowering the voting age in Rockville municipal elections. Young people are deeply impacted by the decisions made at the local level, whether it's transportation, education, climate policy, or public safety. Giving 16 and 17-year-olds the right to vote not only reflects their place in the community but also helps develop lifelong civic engagement. Studies show that people who vote early in life are more likely to remain voters as adults.

At 16, many young people are already working, paying taxes, and contributing to their communities in meaningful ways. They are engaged, informed, and passionate about creating positive change. Extending their voting rights is a step toward a more inclusive, representative, and forward-thinking democracy.

Lowering the voting age would also align with Rockville's commitment to diversity, equity, and inclusion. It ensures that youth voices, especially those from underrepresented backgrounds, are not left out of decisions that shape their futures.

I strongly urge you to implement the 2023 ballot measures that expand voting access, including those that would lower the voting age. Thank you for considering this testimony and for your commitment to improving our city's democratic process.

Sincerely,
Sienna Alazar
sienna.alazarr@gmail.com

From:

advocate@mail.actionbutton.org on behalf of Brandon Barnard

<advocate@mail.actionbutton.org>

Sent:

Thursday, June 5, 2025 8:24 AM

To:

cityclerk

Subject:

Support Ranked Choice Voting for Rockville Elections

# WARNING - External email. Exercise caution.

### Dear Sara Taylor-Ferrell,

I am Brandon Barnard and I am a resident of Rockville. I am emailing to express my support for ranked choice voting (RCV) for Rockville elections.

Here are three reasons why RCV is an innovative voting method that would give Rockville voters more power and make their voices heard:

- 1) Stronger Representation RCV promotes fair representation and elections better reflect the community, giving overlooked communities a voice on policy.
- 2) Effective Democracy RCV gives voters the ability to better express their preferences, reducing strategic voting and toxic campaigning, allowing voters and candidates to focus on the issues.
- 3) Rockville is Ready RCV is already used in 51 jurisdictions across the U.S., giving 14 million voters greater choice and more power in elections. Voters in Washington, D.C. said YES to RCV in 2024, and Takoma Park has used RCV since 2007. A wealth of data, best practices, and expertise provides the city with a roadmap to simple and effective implementation.

I look forward to the Community Engagement Sessions and hope Rockville will move forward to use ranked choice voting in future elections.

Thank you, Brandon Barnard

This message was sent by Brandon Barnard via <u>ActionButton</u>, on behalf of Ranked Choice Voting Maryland. Please reply to Brandon Barnard at <u>claboyz@yahoo.com</u>.

From: ALAN KAPLAN <doctorask@comcast.net>

Sent: Thursday, June 5, 2025 7:27 AM

To: Judy Penny

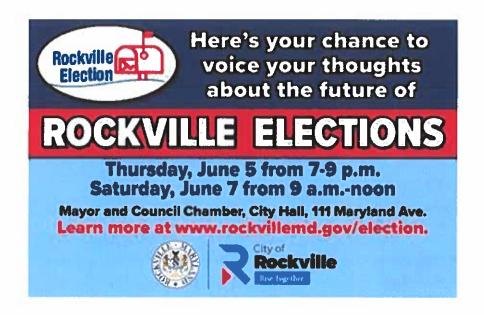
Subject: Re: FINAL REMNDER - Thursday - June 4 - Voice Your Thoughts on the Future of

**Rockville Elections** 

WARNING - External email. Exercise caution.

Just be sure we - that we keep the mail-in ballots and early voting. Not sure about other issues.

Alan S. Kaplan M.D. Rockville



Community engagements sessions in June offer the chance to voice your thoughts about the future of Rockville elections.

The Mayor and Council, Board of Supervisors of Elections, city staff, and a city consultant will conduct a top-to-bottom review of Rockville's future election process beginning with in-person sessions to gather input about potential changes to the city election code.

The sessions will be held 7-9 p.m. Thursday, June 5 and 9 a.m.-noon Saturday, June 7 in the Mayor and Council chamber at City Hall, 111 Maryland Ave.

The city is seeking input regarding Chapter 8 of the city code, entitled "Elections." Community members are asked to consider the following questions about city elections:

- Do you prefer to vote by mail?
- Do you think there are enough drop boxes and voting centers?
- Do you think there is enough transparency around funding campaign committees/slates/political action committees?
- · Are you satisfied with the city's efforts to enforce its campaign finance laws?
- Do you believe the city is promoting diversity, equality and inclusion appropriately?
- Should the city implement the 2023 ballot measures? If so, which ones?
- Do you have other ideas to improve the city's election process?

Community members may also submit input in writing to the city clerk/director of council operations by 5 p.m. Monday, June 9 at cityclerk@rockvillemd.gov.

For more information, visit www.rockvillemd.gov/election.

Sara Taylor-Ferrell City Clerk/Director of Council operations City Clerk/DCO



P. 240-314-8280 D. 240-314-8283 www.rockvillemd.gov









Rise Together

"In order to be in compliance with the open meetings act, please do not reply to all. If you would like to discuss a matter in an open meeting, please let me know and we can have the matter placed as an agenda item for discussion"

From: advocate@mail.actionbutton.org on behalf of Isabel Dawson

<advocate@mail.actionbutton.org>

Sent: W

Wednesday, June 4, 2025 3:32 PM cityclerk

Subject: Support Ranked Choice Voting for Rockville Elections

# WARNING - External email. Exercise caution.

Dear Sara Taylor-Ferrell,

I am Isabel Dawson and I am a resident of Rockville. I am emailing to express my support for ranked choice voting (RCV) for Rockville elections.

Here are three reasons why RCV is an innovative voting method that would give Rockville voters more power and make their voices heard:

- 1) Stronger Representation RCV promotes fair representation and elections better reflect the community, giving overlooked communities a voice on policy.
- 2) Effective Democracy RCV gives voters the ability to better express their preferences, reducing strategic voting and toxic campaigning, allowing voters and candidates to focus on the issues.
- 3) Rockville is Ready RCV is already used in 51 jurisdictions across the U.S., giving 14 million voters greater choice and more power in elections. Voters in Washington, D.C. said YES to RCV in 2024, and Takoma Park has used RCV since 2007. A wealth of data, best practices, and expertise provides the city with a roadmap to simple and effective implementation.

I look forward to the Community Engagement Sessions and hope Rockville will move forward to use ranked choice voting in future elections.

Thank you, Isabel Dawson

This message was sent by Isabel Dawson via <u>ActionButton</u>, on behalf of Ranked Choice Voting Maryland. Please reply to Isabel Dawson at <u>isabelcdawson@gmail.com</u>.

From:

rtreinhard@aol.com

Sent:

Sunday, June 1, 2025 1:35 PM

To: Subject: cityclerk elections input

WARNING - External email. Exercise caution.

RIchard Reinhard 38 Maryland Ave Unit 501 Rockville MD 20850

• Do you prefer to vote by mail? Yes.

- Do you think there are enough drop boxes and voting centers? Yes.
- Do you think there is enough transparency around funding campaign committees/slates/political action committees? No.
- Are you satisfied with the city's efforts to enforce its campaign finance laws? No. Get on top of it.
- Do you believe the city is promoting diversity, equality and inclusion appropriately? Yes.
- Should the city implement the 2023 ballot measures? If so, which ones? Yes on term limits.
  - \* Do you have other ideas to improve the city's election process? No excuses for making mistakes on who lives in the City of Rockville and who doesn't. No excuses for voters getting ballots late or not at all. Don't just point fingers at Montgomery County. Fix it. It's not rocket science. If the Board of Supervisors of Elections cannot get these simple things right, no one will have confidence in it.

From:

advocate@mail.actionbutton.org on behalf of Gene Slothour-hudnall

<advocate@mail.actionbutton.org>

Sent:

Wednesday, June 4, 2025 1:14 PM

To:

cityclerk

Subject:

Support Ranked Choice Voting for Rockville Elections

# WARNING - External email. Exercise caution.

Dear Sara Taylor-Ferrell,

I am Gene Slothour-Hudnall and I am a resident of Rockville. I am emailing to express my support for ranked choice voting (RCV) for Rockville elections.

Here are three reasons why RCV is an innovative voting method that would give Rockville voters more power and make their voices heard:

- 1) Stronger Representation RCV promotes fair representation and elections better reflect the community, giving overlooked communities a voice on policy.
- 2) Effective Democracy RCV gives voters the ability to better express their preferences, reducing strategic voting and toxic campaigning, allowing voters and candidates to focus on the issues.
- 3) Rockville is Ready RCV is already used in 51 jurisdictions across the U.S., giving 14 million voters greater choice and more power in elections. Voters in Washington, D.C. said YES to RCV in 2024, and Takoma Park has used RCV since 2007. A wealth of data, best practices, and expertise provides the city with a roadmap to simple and effective implementation.

I look forward to the Community Engagement Sessions and hope Rockville will move forward to use ranked choice voting in future elections.

Thank you, Gene Slothour-Hudnall

This message was sent by Gene Slothour-hudnall via <u>ActionButton</u>, on behalf of Ranked Choice Voting Maryland. Please reply to Gene Slothour-hudnall at <u>gene.hudnall@gmail.com</u>.

From: advocate@mail.actionbutton.org on behalf of Steve Breyman

<advocate@mail.actionbutton.org>

Sent: Wednesday, June 4, 2025 12:37 PM

To: cityclerk

Subject: Support Ranked Choice Voting for Rockville Elections

# WARNING - External email. Exercise caution.

Dear Sara Taylor-Ferrell,

I am Steve Breyman and I am a resident of Rockville. I am emailing to express my support for ranked choice voting (RCV) for Rockville elections.

Here are three reasons why RCV is an innovative voting method that would give Rockville voters more power and make their voices heard:

- 1) Stronger Representation RCV promotes fair representation and elections better reflect the community, giving overlooked communities a voice on policy.
- 2) Effective Democracy RCV gives voters the ability to better express their preferences, reducing strategic voting and toxic campaigning, allowing voters and candidates to focus on the issues.
- 3) Rockville is Ready RCV is already used in 51 jurisdictions across the U.S., giving 14 million voters greater choice and more power in elections. Voters in Washington, D.C. said YES to RCV in 2024, and Takoma Park has used RCV since 2007. A wealth of data, best practices, and expertise provides the city with a roadmap to simple and effective implementation.

I look forward to the Community Engagement Sessions and hope Rockville will move forward to use ranked choice voting in future elections.

Thank you, Steve Breyman

This message was sent by Steve Breyman via <u>ActionButton</u>, on behalf of Ranked Choice Voting Maryland. Please reply to Steve Breyman at <u>stevebreyman@icloud.com</u>.

From:

Roselie Bright <roseliemail@gmail.com>

Sent:

Sunday, June 1, 2025 9:04 AM

To:

cityclerk

Subject:

Rockville Elections listening session

WARNING - External email. Exercise caution.

Hi,

It would be good to offer a virtual listening session, in addition to in-person and email.

I prefer to vote by mail and am satisfied with the existing drop box system.

Q: Should the city implement the 2023 ballot measures? If so, which ones?

Of course, I prefer for the city to implement the measures I voted for. If the city is hesitating, there should probably be working groups and hearings specific to each measure.

For term limits, I caution that people often want them to try to refresh leadership. The problem with it is that there is a lot of learning done on the job, and the resulting expertise gets wiped out when the term limit is reached, even if the populace are happy with their performance. I'm for age limits, but not term limits.

Sincerely, Roselie Bright Rockville resident



MAYOR AND COUNCIL Meeting Date: June 16, 2025 Agenda Item Type: MOCK AGENDAS

Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE Responsible Staff: SARA TAYLOR-FERRELL

# **Subject**

Mock Agenda

# Recommendation

Staff recommends Mayor and Council review and provide comments.

### **Attachments**

July 14, 2025 Mock Agenda.pdf



### **MAYOR AND COUNCIL**

# Meeting No. Monday, July 14, 2025 - 5:30 PM

### **MOCK AGENDA**

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

Any person who requires assistance in order to attend a City meeting should call the ADA Coordinator at 240-314-8108.

#### **Translation Assistance**

Individuals who wish to participate in-person at Mayor and Council meetings during Community Forum or Public Hearings and who may need assistance with translation service other than English, please contact the City Clerk's Office at 240-314-8280, 3 business days prior to the meeting date (the Wednesday before the Monday meeting) or email at cityclerk@rockvillemd.gov, or by using this form: https://www.rockvillemd.gov/FormCenter/City-Clerk-11/Sign-Up-for-Translation-Assistance-at-Co-368

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.

### **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.

### **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:**

Mayor and Council July 14, 2025

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 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 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 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 Van Grack)

The next scheduled Drop-In Session will be held by phone or in-person on Monday, July 21 from 5:15-6:15 pm with Mayor Ashton and Councilmember Van Grack. 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, 2025, as Mattie J. T. Stepanek Peace Day in Rockville, Maryland (CM Fulton)
  - **B.** Proclamation Declaring July 26, 2025, as the 35th Anniversary of the Americans with Disabilities Act of 1990 (CM Myles)
  - **C.** Proclamation Declaring July 2025, as National Park and Recreation Month in Rockville (CM Valeri)
- 4. Agenda Review 6:30 PM
- 5. City Manager's Report 6:35 PM
- 6. Boards and Commissions Appointments and Reappointments NONE

Mayor and Council July 14, 2025

- 7. Community Forum 6:40 PM
- 8. Special Presentations- 7:00 PM
  - A. Rockville Sister Cities Corporation Annual Report
- 9. Consent Agenda None
- 10. Public Hearing 7:20 PM
  - **A.** Public Hearing and Possible Adoption of Project Plan Application PJT2025-00022, an Amendment to approved Project Plan Application PJT2023-00016 to Permit the modification of the implementation period for the related Site Plan application filing at 900 Rockville Pike in the PD-CB (Planned Development Champion Billiards) Zone; J. Danshes, LLC, Applicant."
- 11. Action Items NONE
- 12. Worksession 7:50 PM
  - A. King Farm Farmstead Park Project Update and Program Concepts Review
- 13. Mock Agenda 8:50 PM
- 14. Old / New Business 8:55 PM
- 15. Adjournment 9:15 PM