
**CITY OF ROCKVILLE, MARYLAND
GRANT AGREEMENT**

THIS GRANT AGREEMENT (this “**Agreement**”) is entered into this ___ day of _____ 2026 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND**, a Maryland municipal corporation and body politic (the “**Mayor and Council**” or “**City**”) and **THE ROCKVILLE VOLUNTEER FIRE DEPARTMENT, INC.**, a Maryland non-stock corporation (the “**Grantee**”). The Mayor and Council and the Grantee are collectively the “**Parties**”.

RECITALS

- A. WHEREAS**, Grantee’s mission is to provide fire, rescue and EMS services to all residents and businesses in the City. Grantee also supports the City Police and provides services to City sponsored events and provides aid and other benefits that enhance the quality of life for City residents; and
- B. WHEREAS**, Mayor and Council desires to provide a specific grant to aid in the purchase of a new emergency vehicle (“**Vehicle**”) by Grantee; and
- C. WHEREAS**, the Grantee requested funds from the City for the purchase of the Vehicle and made certain representations as to Grantee’s needs; and
- D. 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 funds to Grantee specifically for the purchase of the Vehicle in the FY 2026 City Budget; and
- E. WHEREAS**, Grantee desires to assume all responsibility for the use and maintenance of the Vehicle.

NOW, THEREFORE, IN CONSIDERATION of the Recitals, which are incorporated 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 December 31, 2026, unless extended or sooner terminated in accordance with Section 11 of this Agreement. Any extensions beyond the term specified herein shall be at the sole discretion of the City.

2. **Grant Funds.**

- a. In consideration of the various obligations to be undertaken by the Grantee pursuant to this Agreement, Mayor and Council agrees to provide the Grantee with Two Hundred and Fifty Thousand 00/100 Dollars (\$250,000.00) (the “**Grant Funds**”), to be used for the sole purpose of purchasing the Vehicle.
- b. In consideration for accepting the Grant Funds from Mayor and Council, the Grantee shall utilize the funds 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.

3. **Disbursement of Grant Funds.**

- a. Work Order. The Grantee has provided a bid proposal and executed contract for the purchase of the Vehicle showing a break-down of costs for the purchase of the Vehicle (the “**Work Order**”), attached hereto and incorporated herein as **Exhibit A**.
- b. Request for Disbursement. Grantee shall submit a request for the disbursement of Grant Funds to the City Manager or his designee in order to help pay for the Vehicle. The request for disbursement must have either been actually incurred by the Grantee or approved by the City Manager or his designee.

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 Grant Funds.

- c. Proof of Purchase. The Grantee shall purchase the Vehicle prior to the termination of this Agreement. Grantee must submit supporting documents to the City Manager or his designee, including a paid invoice, receipt, or any other documentation as may be requested by the City Manager for the purchase of the Vehicle by September 30, 2026 unless extended by the City. Failure to do so shall constitute noncompliance with this Agreement and Grantee shall be obligated to return the Grant Funds.
 - d. The Grantee’s request for disbursement Grant Funds should be made allowing at minimum twenty-one (21) calendar days to receive the Grant Funds.
- ## 4. **Independent Contractor.** 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.

5. **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.
6. **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.
7. **City Acknowledgment.** The Grantee shall acknowledge the support of Mayor and Council, where appropriate, in written documents and informational materials regarding the Grant Funds.
8. **Representations and Warranties of the Grantee.** 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.
9. **Termination.** This Agreement may be terminated in whole or in part under any of the following circumstances:
- a. **Termination for Convenience.** 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.** 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 or in those instances where the specified breach cannot reasonably be cured within the Notice Period, the opportunity to commence to cure the specified breach. In the event the Grantee fails to cure or commence to cure the specified breach within the Notice Period, this Agreement shall be terminated.

10. 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
Cynthia Walters, Acting City Attorney
Email: cwalters@rockvillemd.gov
Ryan Trout, Director of City of Rockville Housing
and Community Development
Email: rtrout@rockvillemd.gov

To the Grantee: The Rockville Fire Department, Incorporated
380 Hungerford Drive
Rockville, Maryland 20850
Attn: Eric Bernard, President
Jennifer Jones, Business Manager
Email: jjones@rfvd.org

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

- b. Relationship of Parties. 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. Interpretation. The terms of this Agreement shall be construed in accordance with

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

- d. Assignment. 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 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. No Third-Party Beneficiaries. No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.
- g. Conflict of Interests. 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. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures

or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.

- i. Indemnification. 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 its rights or obligations under this Agreement.
- j. Liability. 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 Agreement, 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. No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing Party shall not be entitled to attorneys' fees.
- l. 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. No Discrimination. The Grantee shall not discriminate against any person in employment or in the provision of its obligations under this Agreement because of race, gender, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation, or age.
- n. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland. Each Party consents to the jurisdiction and venue of the courts of Montgomery County, Maryland.
- o. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

[Signatures 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:

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

Cynthia Walters, Acting City Attorney

By: _____
Jeff Mihelich, City Manager

ATTEST

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

GRANTEE

THE ROCKVILLE VOLUNTEER FIRE DEPARTMENT, INC., a Maryland non-stock corporation, as Grantee

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of _____, 2026, before me, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name and title is subscribed to within the instrument, who acknowledged [herself / himself] to be _____ of _____ in the above instrument, and that [she / he], as _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of _____, by [herself / himself] as _____ of _____.

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

Notary Public
My Commission Expires: _____

EXHIBIT A
Work Order

See attached

(End of Exhibit "A")

CORPORATE HEADQUARTERS
7010 TROY HILL DRIVE
ELKRIDGE, MD 21075
410.379.5353



WWW.FESCOALES.COM

RICHMOND SERVICE CENTER
11074 AIR PARK DRIVE
ASHLAND, VA 23005
800.638.0926

5/9/2024

Rockville Volunteer Fire Department
380 Hungerford Drive
Rockville, MD 20850

Re: Rockville Volunteer Fire Department Executed Contract

Dear Members,

On behalf of **Horton** Emergency Vehicles and **FESCO** Emergency Sales, I would like to personally thank you and the other members of Rockville Volunteer Fire Department for the purchase of 2 **Horton** model 603 mounted on a 2024 Ford F-550 4x4 cab and chassis. I would also like to thank you for the confidence and trust placed with us, and I am sure that you will be totally satisfied with your upcoming **Horton** ambulance delivery.

In addition, we would like to acknowledge receipt of your deposit check #5136 in the amount of \$80,000.00. These documents should be safely kept with your permanent contract records.

Again, thank you for this very fine order, and if there is anything else that we can do for you, please do not hesitate to contact us at any time.

Sincerely yours,

A handwritten signature in black ink that reads "Peter W. Laake Jr." in a cursive style.

Peter W. Laake Jr.
President

Enclosures: Contract
Copy of Deposit Check
cc: Pete Laake, Jr





FESCO EMERGENCY SALES



BID PROPOSAL for furnishing

April 11, 2024

Rockville Volunteer Fire Department
380 Hungerford Drive
Rockville, MD 20850

To Whom It May Concern,

The undersigned is prepared to manufacture and/or supply for you, upon an order being placed by you for final acceptance by FESCO Emergency Sales (FESCO), at our office in Elkridge, Maryland, the apparatus and equipment herein named and for the following prices:

(2ea) Horton Model #603 ambulance per attached Horton Spec #9400
Rev #FES Prelim 1, dated 3/15/2024 mounted on a 2024* Ford F-550 4x4 Diesel cab and chassis,
to include FESCO Dealer Furnished Items (DFI) List Rev #1 Dated 3/15/2024
for a total delivered price of....., \$389,900.00ea \$779,800.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached. Delays due to strikes, war or international conflict, failures to obtain materials, or other causes beyond our control in preventing, delivery shall be within 730-765 working days after receipt of this order and the acceptance thereof at our office at Elkridge, Maryland, and to be delivered to you at Grove City, OH.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are initialed by authorized representatives of both parties prior to the acceptance by FESCO of the offer to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

Unless accepted within 30 days from the above date, the right is reserved to withdraw this proposal.

Note: Chassis to be purchased through Apple Ford to help increase likelihood of receiving a 2024 Model Year chassis. Payment for the chassis will be due when chassis ships to Horton.

Horton will split delivery by approx. 6 months at the direction of Rockville VFD.

**FESCO EMERGENCY SALES
7010 TROY HILL DR.
ELKRIDGE, MARYLAND 21075**

By Peter W Laake, Jr

Pete Laake, Jr - President

CONTRACT

THIS AGREEMENT, made in duplicate, by and between FESCO Emergency Sales (FESCO), of Elkridge, Maryland, First Party, and the ROCKVILLE VOLUNTEER FIRE DEPARTMENT by its authorized representative(s), Second Party.

Witnesseth:

First. The said First Party thereby agrees to furnish the apparatus and equipment according to the Specifications hereto attached/enclosed, and made a part of this Contract, and to deliver the same as hereinafter provided.

Second. The First Party guarantees that all material and workmanship in and about said apparatus and equipment shall comply with said Specifications. In the event there is any conflict between the Customer's Specifications and the FESCO's Proposal Specifications, the FESCO Proposal Specifications shall prevail.

Third. The said apparatus and equipment shall be ready for delivery from Elkridge, Maryland, within about 730-765 working days after receipt and acceptance of the contract at the First Party's office in Elkridge, Maryland. Delays due to strikes, failure to obtain materials, or other causes beyond the First Party's control not preventing, the ambulance(s) shall be delivered to the Second Party at Grove City, OH.

Fourth. A competent service technician shall, upon request, be furnished by the First Party to demonstrate said apparatus for the Second Party and to give its members/employees the necessary familiarization in the operation and handling of said apparatus.

Fifth. The Second Party purchases and agrees to pay for said apparatus and equipment, for the total sum of Seven -Hundred seventy-nine Thousand, Eight-Hundred and even Dollars no/cents (\$779,800.00)

It is hereby certified that such amount will be available on the acceptance date(s). A deposit made payable to FESCO Emergency Sales is due at contract signing, and final payment shall be made to FESCO Emergency Sales after full review and acceptance of your new ambulance(s) at the Horton factory.

A deposit amount of Eighty-Thousand dollars no/cents Ck.# 5136 (\$80,000.00) shall later reduce the total contract price (shown above.) If more than one piece of apparatus is covered by this contract, the terms of payment shall apply to each piece.

Sixth. In case the Second Party desires to test the said apparatus, such test shall be made within ten (10) days after arrival at destination, and a written report of such test forthwith delivered to the First Party at its' office in Elkridge, Maryland. If no such test be made, or if no such written report is received by the First Party within ten (10) working days after arrival, then said apparatus and equipment shall be considered as fully complying with the contract specifications.

Seventh. It is agreed that the apparatus and equipment covered by this contract shall remain the property of the First Party until the entire contract price has been paid in full. If more than one vehicle is covered by this contract, then each unit shall remain the property of the First Party until the above listed price for each piece has been paid in full. In case of any default in payment, the said First Party may take full possession of the apparatus and equipment, or of the piece or pieces upon which default has been made, and any payments that may have been made shall be applied as rent in full for the use of the apparatus and equipment up to date of taking possession.

Eighth. In the event any Federal or State regulation shall be enacted during the course of this contract that will affect the cost of producing said product, such cost(s) will be extended to the Second Party.

The contract, to be binding, must be signed and approved by a Corporate Officer of FESCO or by someone authorized by a Corporate Officer in writing to do so. This contract and associated Specifications take precedence over all previous oral and/or written negotiations. No oral or written representations will be considered as part of this contract except as are contained herein, or listed in the Specifications attached/enclosed hereto.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the Second Party has caused its corporate seal (as applicable) to be hereunto affixed, and attested by its authorized representative(s) on this 24 day of April, 2024.

FESCO EMERGENCY SALES

ROCKVILLE VOLUNTEER FIRE DEPARTMENT

By

Peter J. Hall
First Party

[Signature]

Date of Acceptance 5-9-24

ERIC BERNARD
Second Party

REV. 01/22