

AMENDMENT TWO
to the
MEMORANDUM OF UNDERSTANDING
by and between

Maryland State Highway Administration
and
North Stonestreet Avenue Sidewalk Improvements Project

THIS SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING (the “**Amendment**”) made this ____ day of _____, 2025, by and between the Maryland State Highway Administration, acting for and on behalf of the State of Maryland, hereinafter called “**SHA**,” and the Mayor and Council of Rockville, a body corporate and politic, hereinafter called the “**PROJECT SPONSOR**”, collectively referred to as the “**Parties**”.

WHEREAS the Parties entered into an Original Memorandum of Understanding (“**MOU**”) dated April 26, 2021, to complete planning and engineering to final design (100%) for the proposed pedestrian and bicycle facilities improvement along Park Road (between N. Stonestreet Ave and S. Stonestreet Ave) and N. Stonestreet Avenue Corridor (between Lincoln Avenue and Park Road) (the “**PROJECT**”); and

WHEREAS, the initial MOU term expired April 26, 2023, unless extended in writing by the Parties; and

WHEREAS, the Parties entered into Amendment One (“**AMENDMENT ONE**”) dated June 16, 2023, to extend the project term which expires on April 26, 2025; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

I. On page 2, Number I of AMENDMENT ONE, delete entire text and replace with:

- A. The PROJECT term shall begin on the MOU Amendment One execution date of June 16, 2023 and continue until April 26, 2027. All PROJECT activities such as completing planning and engineering to final design (100%) will need to be completed during the stated time period.

SECTION I. Incorporation of Recitals.

The Recitals set forth above are hereby incorporated in and made a part of this Amendment.

SECTION II. Capitalized Terms.

Capitalized terms used, but not defined, in this Amendment, shall have the same meanings as those in the Original MOU and Amendment One.

SECTION III. General.

3.1 Full Force and Effect. Except as otherwise set forth in this Amendment, all terms and conditions of the MOU shall remain in full force and effect.

3.2 Effectiveness. This Amendment shall become effective on its execution and delivery by each party hereto.

3.3 Applicable Law. This Amendment shall be given effect and construed in accordance with the laws of the State of Maryland.

3.4 Parties to be bound. This Amendment shall inure to and be binding upon the Parties, their agents, successors and assigns.

3.5 Counterparts and Electronic Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Amendment that shall be binding on all Parties. Signatures provided by facsimile or other electronic means, e.g. and not by way of limitation, in Adobe, PDF, sent by electronic mail, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Two to be executed by their respective duly authorized officers.

WITNESS:

**MARYLAND STATE HIGHWAY
ADMINISTRATION**

BY: _____ (SEAL)
Sutapa Samanta, P.E.
Chief Engineer

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

RECOMMENDED FOR APPROVAL:

Ray Brown
Assistant Attorney General

Kathryn E. Wright
Acting Director
Office of Finance

Raymond L. Moravec, PE
Director
Office of Planning and Preliminary Engineering

WITNESS:

MAYOR AND COUNCIL OF ROCKVILLE

BY: _____ (SEAL)