

**MEMORANDUM OF UNDERSTANDING REGARDING THE
INSTALLATION AND USE OF A DROP BOX FOR THE 2026
PRIMARY AND GENERAL ELECTIONS**

This Agreement is made as of this 30 day of DECEMBER 2025 by and between the Montgomery County Board of Elections (hereinafter referred to as "the Board") and the City of Rockville, a municipal corporation of the State of Maryland (hereinafter referred to as the "City").

Recitals

Whereas, the State Board of Elections has directed that drop boxes be installed throughout the State; and

Whereas, the City acknowledges the benefit to the public welfare of consistent placement of drop box locations for federal, state, and local elections and the City does not object to the request of the Montgomery County Board of Elections for use of the City's drop box for the 2026 Primary Election and the 2026 General Election on the following terms and conditions.

NOW, THEREFORE, it is agreed by and between the parties as follows:

I. A. Installation and Cost for the Drop Box.

1. At the Board's expense, the City's drop box will be reinstalled at City Hall, 111 Maryland Avenue, Rockville, Maryland 20850 (upper parking lot) approximately six to seven weeks before the Primary Election Day. Voters will be allowed to drop off their ballots until 8:00 p.m. on Election Day - June 23, 2026. Ballots may be deposited in

the outdoor box without regard to City Hall business hours.

2. The drop box will remain locked after 8:00 p.m. on June 23, 2026, until it is determined that voters can begin depositing their ballots for the 2026 General Election (approximately six to seven weeks before the 2026 General Election Day). At that time, the drop box will be reopened for use and will remain open until November 3, 2026, at 8:00 p.m.
3. The Board shall be responsible for repairing any damage to the drop box and shall be responsible to return the drop box to the City in the same condition as when installed, reasonable wear and tear excepted.
4. The City of Rockville will provide a set of keys to the drop box to the Montgomery County Board of Elections and will maintain and securely store its own set of keys to the drop box. The City will cooperate with the Board of Elections in documenting the chain of custody of all keys and other materials that are transferred between the City and the Board of Elections. The Board will be responsible for all costs associated with the loss of any keys to the drop box. Contact information for keys, chain of custody, and any questions related to operation of the drop box to the City as follows:

Sara Taylor-Ferrell
City Clerk/Director of Council Operations
111 Maryland Avenue
Rockville, MD 20850
(240) 314-8280
sferrell@rockville.md.gov

5. The Board shall be exclusively responsible for daily pick up and transportation of voted ballots to the Board.
6. The drop box will be under twenty-four (24) hour, seven (7) days per week video surveillance by the City Police Department. The City agrees to retain the video footage for twenty-two (22) months after certification of the election and will make footage available to the Board in a reasonable time upon request. Contact information for emergencies or requests for footage as follows:

Jason West
Chief of Police
City of Rockville Police
2 W. Montgomery Avenue
Rockville, MD 20850
420-314-8900
publicsafety@rockvillemd.gov

II. Additional Conditions.

1. The City authorizes the Board to establish a "no electioneering" zone during voting in accordance with

federal and state election laws.

2. The Board agrees to indemnify and save harmless the City, its employees and its agents from any loss, damages and other expenses suffered or incurred by the City by reason of the Board's negligence or willful misconduct in the use of the City's drop box and the conduct of voting operations at City Hall for the duration of this Agreement.
3. Nothing in this Agreement shall be construed as a waiver of any condition precedent under the Local Government Tort Claims Act and/ or the Maryland Tort Claims Act or a waiver of any defenses or immunities on behalf of City and Board.
4. Any obligation or liability of the City arising in any way from this Agreement is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act.
5. Prior to the execution of this Agreement and at all times during its effectiveness, the Board agrees to maintain its self insurance coverage in the Montgomery County Self-Insurance Program, including coverage for general and automobile liability and Workers' Compensation as required by law.

6. Nothing herein shall be deemed to create a property interest in the Board.
7. This Agreement will expire December 1, 2026.

IN WITNESS WHEREOF, the Board and the City have caused this Agreement to be executed in duplicate by its following authorized officer or agent:

[Signatures on following page]

For the City of Rockville:

By:

Signature of authorized office or agent

Printed name: Jeff Mihelich

Title: City Manager

Date: _____, 2025

Reviewed for legal sufficiency

Robert Dawson, City Attorney

For the Board:

By:

Boris Brjakovic

Signature of authorized office or agent

Printed name: Boris Brjakovic

Title: Election Director

Date: 12/30, 2025