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.

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.

Virtual Speakers

Virtual Speakers should follow the instructions in the Agenda Center at www.rockvillemd.gov/AgendaCenter as written on page 1 of the Agenda Packet.

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 before virtual speakers.

Viewing Mayor and Council Meetings

The Mayor and Council are conducting hybrid meetings. The meetings can be viewed on Rockville 11, Comcast, and Verizon cable channel 11, and livestreamed at www.rockvillemd.gov/rockville11, and available a day after each meeting at www.rockvillemd.gov/videoondemand.

Participating in Community Forum & Public Hearings:

If you wish to submit comments in writing for Community Forum or Public Hearings:

- Please email the comments to mayorandcouncil@rockvillemd.gov no later than 10:00 am on the date of the meeting.
- All written comments will be acknowledged by the Mayor and Council at the meeting and added to the agenda for public viewing on the website.
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, the Community Forum, and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov no later than Noon on the day of the meeting.

2. Send your Name, Phone number, the Public Hearings 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 6:40 pm (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.

7. Participate (by phone or computer) in the optional Webex Orientation Question and Answer Session at 4 pm the day of the meeting, for an overview of the Webex tool, or to ask general process questions.

Participating in Mayor and Council Drop-In

The next scheduled Drop-In session will be held by phone on Monday, July 18 from 5:30-6:30 pm with Mayor Newton and Councilmember Feinberg. Please sign up by 10 am on the day of the meeting using the form at: https://www.rockvillemd.gov/formcenter/city-clerk-11/sign-up-for-dropin-meetings-227

7:00 PM 1. Convene

2. Pledge of Allegiance

3. Agenda Review
7:05 PM  4.  Presentation

   A.  Rockville Goes Purple 2022

7:15 PM  5.  Boards and Commission Appointments and Reappointments

   A.  Boards and Commissions Appointments and Reappointments

7:25 PM  6.  Community Forum

   Any member of the community may address the Mayor and Council for 3 minutes during Community Forum. Unless otherwise indicated, Community Forum is included on the agenda for every regular Mayor and Council meeting, generally between 7:00 and 7:30 p.m. Call the City Clerk/Director of Council Operation's Office at 240-314-8280 to sign up to speak in advance, or email the City Clerk’s Office at cityclerk@rockvillemd.gov by no later than 10:00 a.m. on the day of the meeting.

8:25 PM  7.  Consent

   A.  Award of RFP # 25-20 – Rockville Swim and Fitness Center Outdoor Recreation Pool Renovations: Concepts, Design and Construction Administration Services
   B.  Human Services Grant (Caregivers Agency Grants) Agreements
   C.  Application Signature Authorization for Street Closing and Abandonment Application SCA2022-00109 for a 0.0027 Acre Portion of an Unnamed Roadway Adjacent to Twinbrook Quarter LLC
   D.  Approval of Minutes
   E.  Proposed Bus Depot and Restoration Facility Letter to County (Agenda Item can be reviewed at the bottom of the agenda packet)

8:30 PM  8.  Adoption of Resolution to Deny Sectional Map Amendment MAP2022-00123, an Application to Rezone the Property at 406 Great Falls Road from R-90 to R-90 (HD - Historic District) in Order to Place the Property in a Historic District; Historic District Commission of Rockville, Applicant
9. Introduction and Possible Adoption of an Ordinance on Zoning Text Amendment Application TXT2019-00254 – to Modify the Requirements for Accessory Buildings and Structures in Residential Zones; Mayor and Council of Rockville, Applicants

10. Introduction and Possible Adoption of an Ordinance to Amend Section 1-8, Entitled “Application of County Law,” of Chapter 1 of the Rockville City Code, Entitled “General Provisions,” to Allow Chapter 40, Real Property, Section 40-13B (Energy Performance Audits - Single Family Homes), Section 40-13C (Radon Test - Single Family Home), and Section 40-14 (Penalty for Violation of Article; Enforcement) of the Montgomery County Code to Apply in the City of Rockville

11. RedGate Park - Results of Public Outreach on Concept Plans

12. Discussion and Instructions - King Farm Farmstead Real Estate Market Analysis Report

13. Old/New Business

14. Adjournment

The Mayor and Council Rules and Procedures and Operating Guidelines establish procedures and practices for Mayor and Council meetings, including public hearing procedures. They are available at: http://www.rockvillemd.gov/mcguidelines.
Subject
Rockville Goes Purple 2022

Recommendation
Staff recommends Mayor and Council receive this status report on Rockville Goes Purple.

Discussion
The Mayor and Council established the Rockville Goes Purple (RGP) initiative on September 24, 2018. The goal of the initiative is to increase awareness of the opioid crisis and prevent opioid addiction and overdose in the Rockville community. RGP activities hosted by the Mayor and Council to date have included:

- Cinema feature and discussion with director of *The Crime of the Century*;
- Panel discussion on the opioid epidemic and Narcan training sessions at City recreation centers;
- Senior Center education forum on Knowing the Risks of Opioids;
- A Rockville Town Square stop on the Opioid Spoon Project Honor Tour;
- Celebration of National Recovery Month with a Mayor and Council Proclamation and purple lights at City Hall and Rockville Town Center;
- The Knight Foundation’s 10K Race for Recovery in Rockville Town Center;
- Co-sponsorship and remarks by Mayor Newton at the Montgomery County International Overdose Awareness Day event;
- Distribution of information, resources, pins, car magnets, glow sticks and wristbands at Hometown Holidays, National Night Out and the Race 4 Recovery;
- Narcan training and kit distribution for all Rockville City Police Department sworn officers.

For the first time, Montgomery County is adding to its annual recognition of International Overdose Awareness Day on August 25th with Montgomery Goes Purple (MGP) events throughout the month of September. The City and the County are collaborating on planning activities and are cross-promoting the events.
The Maryland Opioid Operational Command Center reported in March 2022 that 1,904 people in Maryland died of opioid-related deaths through the third quarter of 2021, a 2 percent increase from third quarter in 2020. There was an 8.7 percent increase from 2019 to 2020. The vast majority of the 1,904 opioid-related deaths reported for the first three quarters in 2021 involved the use of fentanyl, a powerful synthetic drug that dealers mix with narcotics. The January to September 2021 quarterly report from the Command Center is provided at Attachment A for the most recent statewide data on opioids.

A June 2021 report from the Maryland Department of Health on Unintentional Drug- and Alcohol-Related Intoxication Deaths is found at Attachment B. This report provides a long-term picture of the evolution of the crisis and the more recent significant impact of synthetic drugs like fentanyl. The Summary of Trends – Opioid Related Deaths on pages 6-7 of the report provides an informative overview. A report incorporating 2021 data to these matrices has not been published.

The Centers for Disease Control and Prevention National Center for Health Statistics, deaths from drug overdoses soared to 107,622 nationwide in 2021, an increase of 15 percent from the 93,655 deaths estimated in 2020. From 2019 to 2020, overdose deaths rose 30 percent. This staggering record reflects the coronavirus pandemic’s toll on efforts to quell the crisis, and the continued spread of the synthetic opioid fentanyl in the illegal narcotic supply.

The National Recovery Month is an opportunity to celebrate recovery and to highlight the RGP initiative. Rockville’s National Recovery Month proclamation on August 1st is the first step in a series of community activities focused on increasing awareness of the opioid crisis. The City and its partner organizations, including the County, invite residents and stakeholders to join the City in the following activities during the month of September:

7th Annual Montgomery County International Opioid Awareness Day and Resource Fair – August 25th, 2022, at Memorial Plaza and County Executive Office Building cafeteria will mark the kick-off the Rockville Goes Purple and Montgomery Goes Purple campaigns for the month of September. The event is scheduled to start at 6:00 p.m., starting with the Resource Fair and, at 7pm, a keynote and elected officials will speak and present proclamations. Included are members of the Rockville Mayor and Council. There will be food trucks and musicians at the event. Montgomery Goes Purple and Rockville Goes Purple will be announced.

A month-long Art Exhibit in front of City Hall is planned to feature recognized Bethesda artist, Suzanne Brennan Firstenberg. More details about the September exhibit will be provided at a later date. Her exhibit for this year is not yet determined. Last year was The Jeans Exhibit project to commemorate those who died of addiction. Firstenberg likened her jeans project to the AIDS quilt, the giant memorial to those who died of AIDS-related causes. The artist designed the jeans exhibit to inspire more people to learn about how and why our loved ones died of overdoses.
VisArts “Behind the Mask” Art Activity, tentatively scheduled for September 8th or 15th as one of its weekly Thursday art activities for the public. This is an opportunity for residents to create art on two sides of the mask, representing the public self and the private self around addiction and the need to “Talk About It,” the struggle of addiction for self, and as a friend or family member of someone who struggles with addiction. “Talk About It” is Rockville's theme for Rockville Goes Purple.

**Drug Take Back Event** – On Saturday, September 24th from 11:00 a.m. to 2:00 p.m., bring unused leftover – including expired – prescription drugs to the Rockville City Police Station parking lot at 2 West Montgomery Avenue. The Drug Take Back provides a safe, free, and anonymous way to dispose of unwanted prescription drugs. To make it safe and convenient, officers will be outside with easy drive-up and drop-off access.

**Free NARCAN Kits and training** At the Drug Take Back Event and twice monthly, through the County DHHS, free NARCAN Kits and training on using them will be provided. Narcan, or Naloxone, is a life-saving medication that can quickly restore the breathing of a person experiencing an opioid overdose. Having a Narcan kit and learning to administer the medication is one way our community can help in the fight against overdose.

The City is inviting **Tony Hoffman** to speak at Richard Montgomery or Rockville high schools. Hoffman speaks on addiction and recovery, and is an incredibly dynamic speaker who has been featured nationally and internationally, and recently at several high schools in Montgomery County. He will share the tools he has learned and uses daily to address his recovery and physical and mental wellness.

**Community / Family Event** – The RGP and MGP staff teams are considering other events that are oriented to families and community –i.e., sidewalk chalk event on Gibbs or on Middle Lane and Maryland Avenue; a bike ride to bring awareness to addiction and recovery. RGP is also reaching out to the Clark Foundation to seek its facilitation and funding of purple lights. Lastly, and consistent with previous years, purple lights will adorn City buildings. The County will adorn its buildings in purple lights as well.

**Mayor and Council History**

Members of the Mayor and Council, Mayor Newton, and Councilmember Feinberg, who are part of the RGP Planning Committee, are actively engaged and have provided input regarding National Recovery Month to raise awareness.

**Public Notification and Engagement**

City staff and the RGP Planning Committee is collaborating with County and community partners to develop a communications plan to invite the public to participate in all the RGP National Recovery Month activities.
Attachments
Attachment 4.A.a: Attachment A: Number of Intoxication Deaths by Month and Substance (PDF)
Attachment 4.A.b: Attachment B: MD Dept of Health (PDF)

Rob DiSpirito, City Manager 7/13/2022
Unintentional Drug- and Alcohol-Related Intoxication Deaths* in Maryland

Data update through 3rd quarter 2021**

This report contains counts of unintentional drug- and alcohol-related intoxication deaths* occurring in Maryland through the 3rd quarter of 2021, the most recent period for which preliminary data are available. Counts are also shown for the same period of 2008-2020 to allow for review of trends over time. Counts for 2021 are not complete and are subject to change.

Since an intoxication death may involve more than one substance, counts of deaths related to specific substances do not sum to the total number of deaths.

*Deaths resulting from recent ingestion or exposure to alcohol or other types of drugs, including heroin, prescription opioids, prescribed and illicit forms of fentanyl (including carfentanil), cocaine, benzodiazepines, phencyclidine (PCP), methamphetamines and other prescribed and unprescribed drugs. Includes only deaths for which the manner of death was classified as accidental or undetermined.

**For deaths finalized by the Office of the Chief Medical Examiner (OCME) as of March 10, 2022.
Figure 1. **Total Number of Unintentional Intoxication Deaths Occurring in Maryland from January-September of Each Year.**

*2021 counts are preliminary as of March 10, 2022.*
Figure 2. Number of Opioid-Related Deaths Occurring in Maryland from January through September of Each Year.*

*2021 counts are preliminary as of March 10, 2022.
Figure 3. Number of Heroin-Related Deaths Occurring in Maryland from January through September of Each Year.*

*2021 counts are preliminary as of March 10, 2022.
Figure 4. Number of **Fentanyl-Related** Deaths Occurring in Maryland from January through September of Each Year.*

*2021 counts are preliminary as of March 10, 2022.
Figure 5. Number of Prescription Opioid-Related Deaths Occurring in Maryland from January through September of Each Year.*

Number of deaths

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*2021 counts are preliminary as of March 10, 2022.
Figure 6. Number of Cocaine-Related Deaths Occurring in Maryland from January through September of Each Year.*

*2021 counts are preliminary as of March 10, 2022.
Figure 7. Number of **Methamphetamine-Related Deaths Occurring in Maryland from January through September of Each Year.**

*2021 counts are preliminary as of March 10, 2022.

*Not in combination with opioids* & *In combination with opioids*
Figure 8. Number of Benzodiazepine-Related Deaths Occurring in Maryland from January through September of Each Year.*

*2021 counts are preliminary as of March 10, 2022.
Figure 9. Number of Phencyclidine-Related Deaths Occurring in Maryland from January through September of Each Year.*

*2021 counts are preliminary as of March 10, 2022.
Figure 10. Number of Alcohol-Related Deaths Occurring in Maryland from January through September of Each Year.*

*2021 counts are preliminary as of March 10, 2022.
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1Includes deaths that were the result of recent ingestion or exposure to alcohol or another type of drug, including heroin, cocaine, prescription opioids, benzodiazepines, and other prescribed and unprescribed drugs.

2Includes only deaths for which the manner of death was classified as accidental or undetermined.

32021 counts are preliminary as of March 10, 2022.
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1Includes deaths that were the result of recent ingestion or exposure to any opioid, prescribed or illicit.
2Includes only deaths for which the manner of death was classified as accidental or undetermined.
32021 counts are preliminary as of March 10, 2022.
Table 3. Comparison of Heroin-Related Intoxication Deaths\textsuperscript{1,2} by Place of Occurrence, Maryland, January – September, 2021\textsuperscript{3} and 2020.

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\textsuperscript{1}Includes deaths that were the result of recent ingestion or exposure to heroin.

\textsuperscript{2}Includes only deaths for which the manner of death was classified as accidental or undetermined.

\textsuperscript{3}2021 counts are preliminary as of March 10, 2022.
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1. Includes deaths that were the result of recent ingestion or exposure to fentanyl.
2. Includes only deaths for which the manner of death was classified as accidental or undetermined.
3. 2021 counts are preliminary as of March 10, 2022.
### Table 5. Total Number of Drug and Alcohol-Related Intoxication Deaths by Place of Occurrence, Maryland, 2008-2020 and YTD 2021 Through September. 3

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1 Includes deaths that were the result of recent ingestion or exposure to alcohol or another type of drug, including heroin, cocaine, prescription opioids, benzodiazepines, and other prescribed and unprescribed drugs.

2 Includes only deaths for which the manner of death was classified as accidental or undetermined.

3 2021 counts are preliminary as of March 10, 2022.
### Table 6. Number of Opioid-Related Intoxication Deaths\(^1,2\) by Place of Occurrence, Maryland, 2008-2020 and YTD 2021 Through September.\(^3\)

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\(^1\)Includes deaths that were the result of recent ingestion or exposure to prescription and illicit opioids.

\(^2\)Includes only deaths for which the manner of death was classified as accidental or undetermined.

\(^3\)2021 counts are preliminary as of March 10, 2022.
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1Includes deaths that were the result of recent ingestion or exposure to heroin.

2Includes only deaths for which the manner of death was classified as accidental or undetermined.

32021 counts are preliminary as of March 10, 2022.
**Table 8. Number of Fentanyl-Related Intoxication Deaths\(^1\)\(^2\) by Place of Occurrence, Maryland, 2008-2020 and YTD 2021 Through September.**\(^3\)

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\(^1\)Includes deaths that were the result of recent ingestion or exposure to prescription or illicit fentanyl.

\(^2\)Includes only deaths for which the manner of death was classified as accidental or undetermined.

\(^3\)2021 counts are preliminary as of March 10, 2022.
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1Includes deaths that were the result of recent ingestion or exposure to cocaine.
2Includes only deaths for which the manner of death was classified as accidental or undetermined.
32021 counts are preliminary as of March 10, 2022.
Table 11. Number of Alcohol-Related Intoxication Deaths\(^1\)\(^2\) by Place of Occurrence, Maryland, 2008-2020 and YTD 2021 Through September.\(^3\)

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\(^1\)Includes deaths that were the result of recent ingestion or exposure to alcohol.

\(^2\)Includes only deaths for which the manner of death was classified as accidental or undetermined.

\(^3\)2021 counts are preliminary as of March 10, 2022.
Unintentional Drug- and Alcohol-Related Intoxication Deaths in Maryland, 2020

Number of deaths

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June 2021

Maryland Department of Health
Larry Hogan, Governor – Boyd Rutherford, Lt. Governor – Dennis R. Schrader, Secretary

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METHODS

Introduction

The purpose of this report is to describe trends in the number of unintentional drug- and alcohol-related intoxication deaths occurring in Maryland during the period 2011-2020. Trends are examined by age at time of death, race/ethnicity, gender, place of death, and substances related to death.

This report was prepared using drug and alcohol intoxication data housed in a registry developed and maintained by the Vital Statistics Administration (VSA) of the Maryland Department of Health (MDH). The methodology for reporting on drug-related intoxication deaths in Maryland was developed by VSA with assistance from the MDH Behavioral Health Administration, the Office of the Chief Medical Examiner (OCME) and the Maryland Poison Control Center. Assistance was also provided by authors of a Baltimore City Health Department report on intoxication deaths.\(^1\)

Sources of data

The data included in this report were obtained mainly from the OCME. Maryland law requires the OCME to investigate all deaths occurring in the State, as well as non-natural and unattended deaths. In these instances, information compiled during an investigation is used to determine the cause or causes of death. Depending on the circumstances, an investigation may involve a combination of scene examination, review of witness reports, review of medical and police reports, autopsy, and toxicological analysis of autopsy specimens. Toxicological analysis is routinely performed when there is suspicion that a death was the result of drug or alcohol intoxication.

A small number of death records involving intoxication deaths were filed by sources other than OCME and were identified through death records maintained by VSA. This included records filed by medical facilities rather than OCME, and records filed by federal investigators following deaths involving U.S. military personnel. Information available on these cases was included in the registry.

Information on place of death and race/ethnicity was missing for a small number of records provided by OCME and was obtained through death certificate data. Death certificate data were also used to update demographic information on records that were amended after the records were filed with the Division of Vital Records.

---

\(^1\) Office of Epidemiology and Planning, Baltimore City Health Department. Intoxication Deaths Associated with Drugs of Abuse or Alcohol. Baltimore City, Maryland: Baltimore City Health Department. January 2007.
Identification of drug-related intoxication deaths

For the purpose of this report, an intoxication death was defined as a death that was the result of recent ingestion or exposure to alcohol or another type of drug, including heroin, fentanyl, cocaine, prescription opioids, benzodiazepines, phencyclidine (PCP), methamphetamine, and other prescribed and unprescribed drugs. OCME provided all records to VSA for which the text of the cause of death included one or more of the following terms: poisoning, intoxication, toxicity, inhalation, ingestion, overdose, exposure, chemical, effects, or use. Any records provided by OCME that were not unintentional drug-related intoxication deaths, such as deaths due to smoke inhalation, carbon monoxide intoxication, cold exposure, and chronic use of alcohol or other drugs, were excluded in the registry. Also excluded from the registry were deaths for which the manner of death was determined to be natural, suicide, or homicide.

Analyses

Trends in the number of unintentional drug- and alcohol-related intoxication deaths occurring in Maryland during the years 2011-2020 were analyzed by age group, race/ethnicity, gender, place of occurrence of death, and substances related to the death. Changes over time were examined for deaths related to the following substances:

1. Opioids
   a. Heroin
   b. Prescription opioids
   c. Fentanyl (prescribed and illicit)
2. Cocaine
3. Benzodiazepines and related drugs
4. Phencyclidine
5. Methamphetamine
6. Alcohol

The number of deaths by place of occurrence was computed by jurisdiction and by region, categorized as follows:

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<th>National Capital Area</th>
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Trends in deaths for the period 2011-2020 are shown in Figures 1 through 42. Data on intoxication deaths related to a combination of substances are shown in Figures 43 through 49. Counts of the number of total deaths and deaths related to classes of substances or specific substances by place of occurrence are shown in Tables 1 through 12.

**Age-adjusted death rates**

Age-adjusted death rates by place of residence are shown in Figure 50. Age-adjusted death rates were calculated in order to allow for the comparison of drug death rates among Maryland jurisdictions. Unlike all other data included in this report, these rates are based on place of residence of the decedent rather than place where the drug-related incident occurred. Since out-of-state data are generally not available until approximately six months after the close of a calendar year, only data through 2019 were available at the time this report was prepared. Therefore, age-adjusted rates cover the period 2017 through 2019. Since the number of drug deaths is relatively small in many Maryland jurisdictions, it was necessary to calculate rates for a three year period in order to obtain counts that were large enough to be used to calculate stable rates.

Drug death information received from other states is far less detailed than the data available from OCME and often does not include information on the substances involved in a death. For that reason, rates could only be calculated for total deaths and not deaths related to individual substances.

**Since an intoxication death may involve more than one substance, counts of deaths related to specific substances do not sum to the total number of deaths in this report.**

**Opioid-related deaths**

Opioids include heroin and prescription opioid drugs such as oxycodone, hydrocodone, hydromorphone, methadone, tramadol and codeine, and prescribed and illicit fentanyl. In this report, an opioid was considered to be associated with a death if a specific opioid drug was indicated in the cause of death. If the cause of death did not identify a specific drug (e.g., the cause of death indicated “Narcotic Intoxication”), OCME toxicology results were reviewed to determine whether the presence of any opioid drug was detected. If so, the cause of death was considered to be opioid-related, regardless of the level of the drug. Scene investigation notes were also reviewed in an attempt to better categorize death records with non-specific causes of death.

Since heroin is rapidly metabolized into morphine, the records of many deaths that are likely to be heroin-related do not list “heroin” as a cause of death, and therefore cannot be identified using only information listed in the cause of death. Therefore, a combination of information contained in the cause of death field, toxicology results, and scene investigation
notes is used to identify heroin-related deaths. In this report, a death was considered to be heroin-related if:

1. “Heroin” was mentioned in the cause of death; or
2. The toxicology screen showed a positive result for 6-monacetylmorphine; or
3. The toxicology screen showed positive results for both morphine and quinine; or
4. The cause of death was nonspecific and the scene investigation notes indicated that heroin was likely to have been involved in the death; or
5. The death was associated with morphine through either cause of death information or toxicology results, unless information contained in the investigation notes did not support this assumption.

A record was not coded as heroin-related, despite the presence of morphine, if OCME determined that another substance caused the death.

Prescription opioid-related deaths were defined as deaths that involve one or more prescription opioids, as identified through cause of death information when a specific drug was indicated and through toxicology results when the cause of death was nonspecific. Prescription opioids include buprenorphine, codeine, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, pentazocine, propoxyphene, tramadol and prescribed fentanyl. Prescribed fentanyl is an opioid analgesic approved for patient use to manage severe or chronic pain. There are also forms of fentanyl that are produced illicitly in clandestine laboratories and mixed with (or substituted for) heroin or other illicit drugs. Although in some cases it was difficult to determine whether a prescribed or illicit form of fentanyl was related to a death, the count of prescription opioid-related drugs in this report includes only fentanyl deaths in which a prescription form of the drug was clearly involved.

Fentanyl-related deaths began increasing in late 2013 as a result of overdoses involving nonpharmaceutical fentanyl, that is, nonprescription fentanyl produced in clandestine laboratories and mixed with, or substituted for, heroin or other illicit substances. Nearly all fentanyl-related deaths occurring in recent years have involved the use of nonpharmaceutical fentanyl. Fentanyl is many times more potent than heroin, and greatly increases the risk of an overdose death. Carfentanil, an extremely potent analog of fentanyl, was first detected in Maryland drug intoxication death cases in 2017, and is reported separately in Figures 21 and 22.

**Cocaine-related deaths**

Cocaine is a highly addictive stimulant drug derived from coca leaves. It is frequently mixed with other non-psychoactive substances, such as cornstarch or talcum powder, to dilute its potency, however in the last few years, it has been mixed with fentanyl.
**Benzodiazepine-related deaths**

Benzodiazepines are a class of depressants that include drugs such as alprazolam, clonazepam, diazepam, and multiple related drugs. The category of benzodiazepine-related drugs in this report includes both benzodiazepines and related drugs, such as zolpidem, which have similar sedative effects.

**Phencyclidine-related deaths**

Phencyclidine, or phenylcyclohexyl piperidine (PCP), is an illicit hallucinogenic drug that can induce acute psychosis and aggressive behaviors. In the last few years it has been mixed with fentanyl.

**Methamphetamine-related deaths**

Methamphetamine is another highly addictive stimulant drug. Illicit forms of methamphetamine have also been found to be mixed with fentanyl or other opioids.
SUMMARY OF TRENDS IN DRUG INTOXICATION DEATHS — 2011 TO 2020

Total drug and alcohol intoxication deaths

- The number of drug- and alcohol-related intoxication deaths occurring in Maryland increased in 2020, after a slight decrease seen in 2019. The total number of deaths in 2020 was 2,799, which represented an 18% increase from the number of deaths (2,379) in 2019.
- Between the years 2011 through 2016, intoxication deaths increased among all age groups, and were highest among those aged 45-54 years old. The number of deaths among those aged <25 years and those 25-34 started to decline through 2019. In 2020, the older age groups saw the steepest increases in deaths, with those aged 55 years and older having the highest number of deaths each year since 2018. Between 2019 and 2020, deaths increased among those aged 45-54 years by 23% and increased by 20% among those aged 55 years and over.
- The number of deaths among non-Hispanic Whites decreased in 2019 but increased in 2020 by 16%. Deaths have increased steadily among non-Hispanic Blacks since 2012, and increased 16% between 2019 and 2020. Among Hispanics, deaths increased from 75 in 2019 to 126 in 2020.
- Deaths increased by 17% among men between 2019 and 2020, after slight decrease between 2018 and 2019. Deaths among women increased 19% between 2019 and 2020 after a three-year plateau. Intoxication deaths were 2.6 times higher among men than women in 2020.
- Two counties had no change in the number of deaths occurring between 2019 and 2020: St. Mary’s and Frederick. Although there were decreases in the number of deaths occurring in five jurisdictions of the state between 2019 and 2020: Calvert, Carroll, Garrett, Harford, and Kent, the remainder saw increases: Allegany, Anne Arundel, Baltimore City, Baltimore County, Caroline, Cecil, Charles, Dorchester, Howard, Montgomery, Prince George’s, Queen Anne’s, Somerset, Talbot, Washington, Wicomico, and Worcester.

Opioid-related deaths

- Ninety percent of all intoxication deaths that occurred in Maryland in 2020 were opioid-related. Opioid-related deaths include deaths related to heroin, prescription opioids, and nonpharmaceutical fentanyl.
- The number of opioid-related deaths increased by 20% between 2019 and 2020, following a 2% decrease the previous year. Non opioid-related drug deaths increased slightly in 2020.
- Fentanyl-related deaths continued to drive opioid-related deaths. Between 2019 and 2020 the number of fentanyl-related deaths increased by 22% (from 1927 to 2342). The number of heroin-related deaths declined for the fourth straight year, decreasing by 55% between 2016 and 2020 to 548 deaths. The number of prescription opioid-related deaths increased by 23% between 2019 and 2020, following a three-year decrease.
Fentanyl

- Fentanyl-related deaths have increased rapidly since 2013, with a 229% increase between 2015 and 2016. Deaths related to fentanyl increased sharply again in 2020, rising 22% to a 10 year high of 2,342 deaths.
- In 2020, Fentanyl-related deaths rose among all age groups, with the highest increases among those 25-34 years (25%) and among those 55 and older (28%).
- Fentanyl-related deaths increased among non-Hispanic Whites (19%) and non-Hispanic Blacks (20%) between 2019 and 2020. The number of deaths among Hispanics nearly doubled, increasing 96% from 2019.
- Fentanyl-related deaths increased by 20% among men and by 26% among women in 2020.
- In 2020, fentanyl deaths increased in 18 jurisdictions, declined in 4 jurisdictions, and remained the same in 2 jurisdictions.
- Thirty-six percent of fentanyl-related deaths in 2020 occurred in combination with cocaine, 22% in combination with heroin, 18% in combination with alcohol, and 13% in combination with prescription opioids.
- Deaths related to carfentanil (a fentanyl analog) were first identified in 2017 (testing began in 2016). There were 60 carfentanil-related deaths in 2017, however this number dropped to 2 deaths in 2018 and 2019. There were no carfentanil deaths in 2020.

Heroin

- Heroin-related deaths continued to decrease in 2020, declining by 25% since 2019.
- There was a decrease in Heroin-related deaths in 2020 among all age groups.
- Deaths among both sexes continued to decline for the fourth consecutive year, falling 24% among men and 26% among women.
- Heroin-related deaths declined among non-Hispanic Whites (27%), non-Hispanic Blacks (21%) and Hispanics (20%) in 2020.
- In 2019, heroin deaths declined in 16 jurisdictions, remained the same in 3 jurisdictions, and increased in 5 jurisdictions.
- Ninety-four percent of heroin-related deaths in 2020 occurred in combination with fentanyl, 38% in combination with cocaine, 19% in combination with prescription opioids, and 12% in combination with alcohol.

Prescription Opioids

- The number of prescription opioid-related deaths had been rising since 2013, but started to decline 2017. After a three-year decrease, deaths increased sharply in 2020 rising by 23% compared with 2019.
- In 2020, the number of prescription opioid-related deaths rose in all age groups.
- Prescription opioid-related deaths increased among non-Hispanic Whites (18%), non-Hispanic Blacks (31%) from 2019 to 2020. The number of deaths nearly tripled for Hispanics.
- Deaths related to prescription opioids increased by 20% among men and by 28% among women in 2020.
Cocaine-related deaths

- The number of cocaine-related deaths increased 6% in 2020 following a 2% decline in 2019.
- Cocaine-related deaths increased in 2020 among those 25-34 years (12%), those 45-54 (3%), and those 55 years and older (18%), but decreased among those under 25 (9%) and those 35-44 years (6%).
- Cocaine-related deaths increased by 6% among non-Hispanic Whites and 4% among non-Hispanic Blacks in 2020. There was a 59% increase among Hispanics.
- Cocaine-related deaths among women increased by 20% in 2020, while the number of deaths among men was similar to 2019.
- The overall increase in cocaine-related deaths is largely the result of deaths occurring in combination with opioids. Ninety-one percent of cocaine-related deaths in 2020 occurred in combination with fentanyl, and 23% in combination with heroin.

Benzodiazepine-related deaths

- The number of benzodiazepine-related deaths increased by 7% between 2019 and 2020, reversing a two-year decline.
- Benzodiazepine-related deaths rose in 2020 among those aged under 25 years (60%), those 35-44 years (27%), and those 45-54 years (47%). Deaths decreased among those aged 25-34 years (23%) and those 55 years and over (26%).
- Deaths increased among non-Hispanic Whites by 11% in 2020, but remained stable among non-Hispanic Blacks and Hispanics.
- A thirteen percent increase was seen among men, while deaths remained stable among women in 2020.
- Ninety-two percent of benzodiazepine-related deaths in 2020 were in combination with opioids. Seventy-one percent of all benzodiazepine-related deaths occurred in combination with fentanyl, 38% in combination with prescription opioids, and 24% in combination with heroin.

Phencyclidine-related deaths (PCP)

- The number of phencyclidine-related deaths has been rising since 2018. These deaths increased by 29% between 2019 and 2020.
- Phencyclidine-related deaths increased among all age groups between 2019 and 2020 except those under 25 years, who had no deaths in 2020.
- Deaths increased among non-Hispanic Blacks (55%) and decreased 20% in non-Hispanic Whites between 2019 and 2020. After three years of no deaths among Hispanics, there were four deaths in 2020.
- Deaths increased by 30% among men in 2020, and increased by 29% among women.
- Seventy-six percent of phencyclidine-related deaths in 2020 were in combination with opioids.
- The number of phencyclidine-related deaths occurring in Prince George’s County was three times higher than the next highest jurisdiction.
Methamphetamine-related deaths

- The number of methamphetamine-related deaths has been rising since 2015. These deaths increased by 85% between 2019 and 2020.
- Methamphetamine-related deaths increased among all age groups.
- Deaths increased among non-Hispanic Whites (75%) and non-Hispanic Blacks (138%). There was one death among Hispanics, the first death since 2015.
- Deaths increased among both sexes, 90% among males and 70% among females.
- Eighty-three percent of methamphetamine-related deaths in 2020 were in combination with opioids. Eighty percent of all methamphetamine-related deaths occurred in combination with fentanyl, 16% in combination with heroin, and 11% in combination with prescription opioids. Twenty-four percent of methamphetamine-related deaths occurred in combination with cocaine.
- The number of methamphetamine-related deaths occurring in Cecil County was twice as high as the next highest jurisdiction.

Alcohol-related deaths

- The number of alcohol-related deaths had declined steadily since 2017. However, deaths sharply increased by 34% between 2019 and 2020.
- Alcohol-related deaths in 2020 rose in every age group.
- Deaths increased in 2020 by 41% among non-Hispanic Whites, by 19% among non-Hispanic Blacks, and by 57% among Hispanics.
- Deaths increased in 2020 among both men and women, 34% among males and 33% among females.
- Eighty-one percent of acute alcohol-related deaths in 2020 occurred in combination with opioids. Seventy-five percent occurred in combination with fentanyl, 27% occurred in combination with cocaine, and 11% occurred in combination with heroin.

Age-adjusted death rates

- Age-adjusted death rates for the period 2017-2019 ranged from lows of 9.7 and 11.7 per 100,000 population in Montgomery and Prince George’s Counties, respectively, to a high of 95.5 per 100,000 population in Baltimore City. The Maryland state age-adjusted mortality rate for deaths related to unintentional drug and alcohol-related intoxication was 33.5 deaths per 100,000 population over the three-year period.
TOTAL INTOXICATION DEATHS
Figure 1. Total Number of Drug- and Alcohol-Related Intoxication Deaths Occurring in Maryland, 2011-2020.

Figure 2. Total Number of Intoxication Deaths Occurring in Maryland by Place of Occurrence, 2020.
Figure 3. Total Number of Drug- and Alcohol-Related Intoxication Deaths Occurring in Maryland by Age Group, Race/Ethnicity and Gender, 2011-2020.

AGE (years)

Number of deaths

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<th>25-34 years</th>
<th>35-44 years</th>
<th>45-54 years</th>
<th>55+ years</th>
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RACE/ETHNICITY

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GENDER

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Figure 4. Total Number of Drug- and Alcohol-Related Intoxication Deaths by Place of Occurrence, Maryland, 2011-2020.

REGION

SELECTED JURISDICTIONS
DRUG- AND ALCOHOL-RELATED INTOXICATION DEATHS BY SUBSTANCE
Figure 5. Total Number of Drug- and Alcohol-Related Intoxication Deaths by Selected Substances\(^1\), Maryland, 2011-2020.

\(^1\)Since an intoxication death may involve more than one substance, counts of deaths related to specific substances do not sum to the total number of deaths.

\(^2\)Includes deaths caused by benzodiazepines and related drugs with similar sedative effects.
OPIOID-RELATED DEATHS
Figure 6. Total Number of Opioid* and Non-Opioid-Related Deaths Occurring in Maryland, 2011-2020.

*Total opioids include heroin, prescription opioids, and illicit forms of fentanyl.

Figure 7. Number of Opioid-Related Deaths Occurring in Maryland by Substance, 2011-2020.
Figure 8. Number of Fentanyl-Related Deaths Occurring in Maryland, 2011-2020.

Figure 9. Number of Fentanyl-Related Deaths Occurring in Maryland by Place of Occurrence, 2020.
Figure 10. Number of Fentanyl-Related Deaths Occurring in Maryland by Age Group, Race/Ethnicity and Gender, 2011-2020.

**Age Group**
- <25 years: 1, 1, 7, 28, 27, 93, 118, 115, 103, 120
- 25-34 years: 6, 6, 18, 48, 93, 313, 454, 467, 452, 567
- 35-44 years: 9, 10, 10, 38, 72, 221, 333, 414, 453, 501
- 45-54 years: 9, 5, 13, 49, 91, 292, 380, 454, 432, 534
- 55+ years: 1, 7, 10, 23, 57, 200, 307, 437, 485, 620

**Race/Ethnicity**
- NH White: 25, 27, 43, 103, 234, 729, 1061, 1143, 1080, 1283
- NH Black: 0, 2, 14, 75, 102, 350, 483, 670, 776, 934
- Hispanic: 1, 0, 0, 6, 2, 24, 29, 43, 48, 94

**Gender**
- Male: 15, 18, 42, 148, 259, 836, 1184, 1413, 1434
- Female: 11, 11, 16, 38, 81, 282, 410, 475, 491, 617
Figure 11. Number of Fentanyl-Related Deaths by Place of Occurrence, Maryland, 2011-2020.

REGION

SELECTED JURISDICTIONS
Figure 12. Number of Heroin-Related Deaths Occurring in Maryland, 2011-2020.

Figure 13. Number of Heroin-Related Deaths Occurring in Maryland by Place of Occurrence, 2020.
Figure 14. Number of Heroin-Related Deaths Occurring in Maryland by Age Group, Race/Ethnicity and Gender, 2011-2020.
Figure 15. Number of Heroin-Related Deaths by Place of Occurrence, Maryland, 2011-2020.

**REGION**

- Northwest
- Baltimore Metro
- Southern
- Eastern Shore
- National Capital

**SELECTED JURISDICTIONS**

- Baltimore City
- Baltimore County
- Anne Arundel
- Prince George's
- Montgomery
PRESCRIPTION OPIOID-RELATED DEATHS
Figure 16. Number of Deaths Occurring in Maryland by Selected Prescription Opioids, 2011-2020.

<table>
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<td>108</td>
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Figure 17. Number of Prescription Opioid-Related Deaths Occurring in Maryland, 2011-2020.

Figure 18. Number of Prescription Opioid-Related Deaths Occurring in Maryland by Place of Occurrence, 2020.
Figure 19. Number of Prescription Opioid-Related Deaths Occurring in Maryland by Age Group, Race/Ethnicity and Gender, 2011-2020

AGE (years)

<table>
<thead>
<tr>
<th>Year</th>
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<th>25-34 years</th>
<th>35-44 years</th>
<th>45-54 years</th>
<th>55+ years</th>
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RACE/ETHNICITY

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GENDER

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Figure 20. Number of Prescription Opioid-Related Deaths by Place of Occurrence, Maryland, 2011-2020.

REGION

SELECTED JURISDICTIONS
Figure 21. Number of Carfentanil-Related Deaths Occurring in Maryland, 2011-2020.

Number of deaths

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Figure 22. Number of Carfentanil-Related Deaths Occurring in Maryland by Age Group, Race/Ethnicity, and Gender, 2017-2020.

Number of deaths

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<td>35-44</td>
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<td>55+</td>
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COCAINE-RELATED DEATHS
Figure 23. Number of Cocaine-Related Deaths Occurring in Maryland, 2011-2020.

- In combination with opioids
- Not in combination with opioids

Figure 24. Number of Cocaine-Related Deaths Occurring in Maryland by Place of Occurrence, 2020.
Figure 25. Number of Cocaine-Related Deaths Occurring in Maryland by Age Group, Race/Ethnicity and Gender, 2011-2020.
Figure 26. Number of Cocaine-Related Deaths by Place of Occurrence, Maryland, 2011-2020.

**REGION**

- Northwest
- Baltimore Metro
- Southern
- Eastern Shore
- National Capital

**SELECTED JURISDICTIONS**

- Baltimore City
- Baltimore County
- Anne Arundel
- Prince George's
BENZODIAZEPINE-RELATED DEATHS
Figure 27. Number of Benzodiazepine-Related Deaths Occurring in Maryland, 2011-2020.

- In combination with opioids
- Not in combination with opioids

<table>
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Number of deaths

Figure 28. Number of Benzodiazepine-Related Deaths Occurring in Maryland by Place of Occurrence, 2020.

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Figure 29. Number of Benzodiazepine-Related Deaths Occurring in Maryland by Age Group, Race/Ethnicity and Gender, 2011-2020.

AGE (years)

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RACE/ETHNICITY

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GENDER

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Figure 30. Number of Benzodiazepine-Related Deaths by Place of Occurrence, Maryland, 2011-2020.

REGION

SELECTED JURISDICTIONS
PHENCYCLIDINE-RELATED DEATHS
Figure 31. Number of Phencyclidine-Related Deaths Occurring in Maryland, 2011-2020.

- In combination with opioids
- Not in combination with opioids

Figure 32. Number of Phencyclidine-Related Deaths Occurring in Maryland by Place of Occurrence, 2020.
Figure 33. Number of Phencyclidine-Related Deaths Occurring in Maryland by Age Group, Race/Ethnicity and Gender, 2011-2020.

AGE (years)

RACE/ETHNICITY

GENDER

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Figure 34. Number of Phencyclidine-Related Deaths by Place of Occurrence, Maryland, 2011-2020.

**REGION**

- Northwest
- Baltimore Metro
- Southern
- Eastern Shore
- National Capital

**SELECTED JURISDICTIONS**

- Baltimore City
- Baltimore County
- Anne Arundel
- Prince George's

Number of deaths vs. Year (2011-2020)
METHAMPHETAMINE-RELATED DEATHS
Figure 35. Number of Methamphetamine-Related Deaths Occurring in Maryland, 2011-2020.

Number of deaths

- In combination with opioids
- Not in combination with opioids


0 10 20 30 40 50 60 70 80

Figure 36. Number of Methamphetamine-Related Deaths Occurring in Maryland by Place of Occurrence, 2020.

Number of deaths

- Allegany
- Anne Arundel
- Caroline
- Frederick
- Howard
- Queen Anne’s
- Carroll
- Charles
- Montgomery
- Washington
- Worcester
- Garrett
- Harford
- Baltimore County
- Prince George’s
- Baltimore City
- Cecil

1 1 1 1 1 1 2 2 2 2 2 3 4 7 7 13 26
Figure 37. Number of Methamphetamine-Related Deaths Occurring in Maryland by Age Group, Race/Ethnicity and Gender, 2011-2020.
Figure 38. Number of Methamphetamine-Related Deaths by Place of Occurrence, Maryland, 2011-2020.

REGION

SELECTED JURISDICTIONS
ALCOHOL-RELATED DEATHS
Figure 39. Number of Alcohol-Related Deaths Occurring in Maryland, 2011-2020.

- In combination with opioids
- Not in combination with opioids

Number of deaths

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Figure 40. Number of Alcohol-Related Deaths Occurring in Maryland by Place of Occurrence, 2020.
**Figure 41. Number of Alcohol-Related Deaths Occurring in Maryland by Age Group, Race/Ethnicity and Gender, 2011-2020.**

**AGE (years)**

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<th>25-34 years</th>
<th>35-44 years</th>
<th>45-54 years</th>
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**RACE/ETHNICITY**

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Figure 42. Number of Alcohol-Related Deaths by Place of Occurrence, Maryland, 2011-2020.

REGION

SELECTED JURISDICTIONS
DRUG COMBINATIONS
Figure 43. Number of Drug- and Alcohol-Related Intoxication Deaths Involving Opioids, 2011-2020.

Figure 44. Number of Intoxication Deaths by Presence of Heroin and/or Fentanyl, 2011-2020.
Figure 45. Number of Prescription Opioid-Related Intoxication Deaths Involving Heroin or Fentanyl, 2011-2020.

Number of deaths

- Total deaths
- In combination with heroin or fentanyl
- Not in combination with heroin or fentanyl


Total deaths: 342 311 316 330 351 418 413 379 369 453
In combination with heroin or fentanyl: 81 82 85 105 130 213 244 246 261 317
Not in combination with heroin or fentanyl: 261 229 231 225 221 205 169 133 108 136

Figure 46. Number of Cocaine-Related Intoxication Deaths Involving Heroin or Fentanyl, 2011-2020.

Number of deaths

- Total deaths
- In combination w/heroin or fentanyl
- Not in combination w/heroin or fentanyl


Total deaths: 148 153 154 198 221 464 691 891 869 921
In combination w/heroin or fentanyl: 64 82 95 143 170 365 554 770 759 843
Not in combination w/heroin or fentanyl: 84 71 59 55 51 99 137 121 110 78
Figure 47. Number of Benzodiazepine-Related Intoxication Deaths Involving Heroin or Fentanyl, 2011-2020.

- Total deaths: 68, 73, 69, 103, 91, 126, 146, 127, 107, 114
- In combination with heroin or fentanyl: 13, 20, 16, 36, 45, 77, 91, 83, 83, 82
- Not in combination with heroin or fentanyl: 55, 53, 53, 67, 46, 49, 55, 44, 24, 32

Figure 48. Number of Alcohol-Related Intoxication Deaths Involving Heroin or Fentanyl, 2011-2020.

- Total deaths: 161, 195, 239, 270, 310, 582, 517, 472, 423, 566
- In combination with heroin or fentanyl: 46, 95, 137, 162, 207, 438, 364, 356, 316, 430
- Not in combination with heroin or fentanyl: 115, 100, 102, 108, 103, 144, 153, 116, 107, 136
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Figure 50. Age-Adjusted Mortality Rates\(^1,2\) for Total Unintentional Intoxication Deaths by Place of Residence,\(^3\) Maryland, 2017-2019.

1. Age-adjusted to the 2000 U.S. standard population by the direct method.
2. Since age-adjusted rates based on fewer than 20 deaths are considered unreliable, rates are only shown for jurisdictions with 20 or more intoxication deaths over the five-year period.
3. Rates are based on place of residence, not place of occurrence.
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1 Includes deaths that were the result of recent ingestion or exposure to alcohol or another type of drug, including heroin, cocaine, prescription opioids, benzodiazepines, and other prescribed and unprescribed drugs.
2 Includes only deaths for which the manner of death was classified as accidental or undetermined.
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1 Includes deaths confirmed or suspected to be related to recent ingestion of opioids.
2 Includes only deaths for which the manner of death was classified as accidental or undetermined.
### Table 3. Total Number of Heroin-Related Intoxication Deaths by Place of Occurrence, 2011-2020.

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1. Includes deaths confirmed or suspected to be related to recent heroin use.
2. Includes only deaths for which the manner of death was classified as accidental or undetermined.
**TABLE 4. TOTAL NUMBER OF PRESCRIPTION OPIOID-RELATED INTOXICATION DEATHS BY PLACE OF OCCURRENCE, 2011-2020.**

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1 Includes deaths confirmed or suspected to be related to recent ingestion of methamphetamine.
2 Includes only deaths for which the manner of death was classified as accidental or undetermined.
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<td>3</td>
<td>2</td>
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<td>5</td>
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<td>9</td>
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<td>4</td>
<td>4</td>
<td>5</td>
<td>11</td>
<td>50</td>
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</tbody>
</table>

1. Includes deaths confirmed or suspected to be related to recent ingestion of alcohol.
2. Includes only deaths for which the manner of death was classified as accidental or undetermined.
Subject
Boards and Commissions Appointments and Reappointments

Recommendation
The Mayor and Council will appoint and reappoint the following members to the Boards and Commissions.

BOARD OF APPEALS
Roy Deitchman - Reappointment to serve a three-year term until November 1, 2024

BOARD OF SUPERVISORS OF ELECTIONS
Dr. Alan Cheung - New appointment to serve a four-year term until June 1, 2026
Linda Silversmith - New appointment to serve an unexpired term until June 3, 2024
Dr. Joe Williams - New appointment to serve an unexpired term until June 1, 2026

CULTURAL ARTS COMMISSION
Frances Bevington - Reappointment to serve a three-year term until July 1, 2025
Dr. Cristin Cash - New appointment to serve a three-year term until July 1, 2025
Howard Jung - Reappointment to serve a three-year term until April 1, 2025
Mary (Liz) Ortuzar - New appointment to serve a three-year term until July 1, 2025

HUMAN RIGHTS COMMISSION
Peyton Hawkins - New appointment to serve a three-year term until July 1, 2025
Yasmin Nasser - New appointment to serve an unexpired term until November 1, 2024

HUMAN SERVICES ADVISORY COMMISSION
Ricky Mui - New appointment to serve an unexpired term, as at-large -representative, until September 1, 2024
Tal Shahar - New appointment to serve a three-year term, as consumer representative, until July 1, 2025
Leah White - New appointment to service an unexpired term until April 1, 2024

**LANDLORD TENANT AFFAIRS COMMISSION**

Louzolo Ganga - New appointment to serve a three-year term until July 1, 2025

Barry Stadd - New appointment to serve a three-year term, as Landlord Representative, until July 1, 2025

**RECREATION AND PARKS ADVISORY BOARD**

Chip Boylan - Reappointment to serve a three-year term until March 1, 2025

Ken Scales - New appointment to serve an unexpired term until November 1, 2025

**ROCKVILLE SISTER CITY CORPORATION**

David Hill - New appointment to serve a three-year term until July 1, 2025

**SENIOR CITIZENS COMMISSION**

Dr. Judith Mairs - New appointment to serve a three-year term until July 1, 2025

Stephen Smith - New appointment to serve a three-year term until July 1, 2025

**TRAFFIC AND TRANSPORTATION COMMISSION**

Kathleen Kleinman - Reappointment to serve a three-year term until February 1, 2025
Subject
Award of RFP # 25-20 – Rockville Swim and Fitness Center Outdoor Recreation Pool Renovations: Concepts, Design and Construction Administration Services

Recommendation
Staff recommends that the Mayor and Council award RFP # 25-20 to LSG Landscape Architecture, Tysons, VA for the Rockville Swim and Fitness Center Outdoor Recreation Pool Renovations: Concepts, Design and Construction Administration Services for an amount not to exceed $590,269.

Background
The FY23 Adopted budget includes CIP RC18 – Outdoor Recreation Pool Renovations, which provides for a major renovation and improvements to the outdoor recreation pool, water slide, tot pool, sprayground, the outdoor pools’ filter room, overhead lights, and surrounding deck areas. The original pool was constructed of concrete in 1968, and was a “Z” shaped, 50-meter pool. The current Recreation Pool is a free-form, ~210,600 gallon, shallow-water recreation pool that was constructed in 1991 and was placed within the footprint of the original pool. As such, it has been initially recommended to fully remove and renovate the pool and its surrounding accessory amenities such as the tot pool and sprayground rather than rehabilitate the existing pools.

It is the desire of the City for the Recreation Pool’s amenities to be modern and engaging for youth and families, encompassing current standards and industry trends for recreation pool design. The existing area to be renovated for this project is approximately 53,000 square feet, inclusive of the recreation pool, tot pool, sprayground, and surrounding pool decks and grassy areas. To initiate the project, staff issued a request for proposals to solicit a qualified and experienced architectural / engineering firm to determine feasibilities and work collaboratively with City staff and the public to seek input and develop concepts for the reconstruction of the recreation pool amenities at the complex, and present conceptual designs complete with cost estimates and summaries of each option’s strengths, weaknesses, opportunities and threats.

Following the City’s selection of their desired option, the consultant will produce complete, comprehensive construction documents for the project. The consultant will assist with securing
permits, bid preparation, review, and provide construction administration services through the completion of the project.

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

**Procurement**
Staff prepared and publicly advertised RFP #25-20 on April 14, 2022, in accordance with Rockville City Code section 17-62. RFP #25-20 was posted on the City’s website and was provided to suggested sources. It was also electronically provided to 628 prospective respondents via the State of Maryland’s electronic procurement system, eMaryland Marketplace Advantage (eMMA) system. An optional pre-proposal meeting was held on April 27, 2022, and site visits were held at the facility daily May 2, 2022 – May 6, 2022. Of the 628 prospective respondents, using the new systems reporting capabilities, 38 were Disadvantaged Business Enterprises (DBE), 100 were Minority Business Enterprises (MBE), and 5 were Veteran Small Business Enterprises (VSBE). An evaluation committee was formed that consisted of City staff.

On the due date of June 1, 2022, the City received four (4) proposals, as provided in Table 1, for the Rockville Swim and Fitness Center Outdoor Recreation Pool Renovations: Concepts, Design and Construction Administration Services.

<table>
<thead>
<tr>
<th>Respondent</th>
<th>MFD-V Status</th>
<th>Proposal Price*</th>
<th>Ranking – Written Proposal</th>
<th>Ranking - Interview</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bignell Watkins Hasser Architects P.C.</td>
<td>Non-DBE/MBE/VSBE</td>
<td>$657,677</td>
<td>3</td>
<td>3</td>
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<tr>
<td>Century Engineering, LLC, A Kleinfelder Company</td>
<td>Non-DBE/MBE/VSBE</td>
<td>$775,890</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>LSG Landscape Architecture</td>
<td>DBE/MBE/VSBE</td>
<td>$575,269</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Manns Woodward Studios Inc.</td>
<td>Non-DBE/MBE/VSBE</td>
<td>$797,043</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

*Per information provided to respondents in Addendum 1, a $15,000 allowance is to be provided for any geotechnical investigations that may be required as part of the design process. Fees above do not include this allowance. Award is to be in an amount not to exceed the proposal price plus the $15,000 allowance.

The evaluation committee reviewed and ranked all four (4) written proposals based on the criteria provided in Table 2.

<table>
<thead>
<tr>
<th>Evaluation Criteria – Written Proposals</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm’s Qualifications and Experience</td>
<td>20</td>
</tr>
</tbody>
</table>
As a result of the written proposal evaluations, Bignell Watkins Hasser Architects P.C., Century Engineering, LLC, A Kleinfelder Company, LSG Landscape Architecture, and Manns Woodward Studios Inc. were invited for interviews with the evaluation committee. Upon completion of interviews, the finalists were evaluated and ranked based on the criteria provided in Table 3 below.

Table 3.

<table>
<thead>
<tr>
<th>Evaluation Criteria – Interviews</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality of presentation, ability to articulate relevant company experience, and ability to demonstrate overall understanding of the scope of work and the City’s needs.</td>
<td>50</td>
</tr>
<tr>
<td>Ability to communicate project approach and technical concepts for providing solutions and support.</td>
<td>50</td>
</tr>
</tbody>
</table>

Based on the proposal and interview content, and after thorough discussions, the evaluation committee unanimously determined that LSG Landscape Architecture should receive the award. LSG Landscape Architecture provides the best value and demonstrates its ability to conduct the Rockville Swim and Fitness Center Outdoor Recreation Pool Renovations: Concepts, Design and Construction Administration Services. The firm’s qualifications, methodology, and understanding of the City’s needs are clear from their proposal and interview.

The firm’s prior work shows the ability to work well with municipal governments on Recreation and Parks projects, manage a public input process, and ensure projects stay on schedule and within budget. Their approach of partnering with a recognized expert in the field of Aquatic Design, plus having local expertise to navigate through the required regulatory processes, will be an asset to this project. LSG Landscape Architecture understands that our residents, stakeholders, and governing body will play an essential part in the renovation’s design process. LSG Landscape Architecture is a DBE/MBE/VSBE company.

In accordance with Section 17-39 of the Rockville City Code, Awarding Authority, (a) All contracts involving more than one hundred thousand dollars ($100,000.00) shall be awarded by the Mayor and Council.

**Fiscal Impact**
The FY 2023 adopted CIP budget includes appropriations totaling $1,268,000 for this project, of which $1,061,000 is earmarked for Planning / Design. The total cost of the project is $9,154,000, which includes the proceeds of a planned bond issuance in FY 2024.

**Next Steps**

Upon approval by the Mayor and Council, the Procurement Division will issue a contract to LSG Landscape Architecture.

Rob DiSpirito, City Manager 7/13/2022
Subject
Human Services Grant (Caregivers Agency Grants) Agreements

Recommendation
Staff recommends that the Mayor and Council authorize the City Manager to execute the 14 Human Services Grant agreements attached to this report.

Discussion
The City of Rockville supports City residents with social 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.

On May 9, 2022, the Mayor and Council adopted a budget allocation of $773,530 in Human Services Grants (also referenced as Caregivers’ agency grant) to 14 grantees and 20 programs For FY 2023. Below is the list of awardees and the award amounts.
### Mayor and Council History

The Mayor and Council approved a total allocation of $773,530 as part of the FY23 Budget at its meeting on May 9, 2022.

### Next Steps

The next step is for the Mayor and Council to authorize the City Manager to execute the grant agreements. Upon the Mayor and Council authorization, staff will coordinate with grantees to duly execute the contracts, effectuating the issuance of purchase orders and notice to proceed.

### Attachments

Attachment A: Human Services Grant (Caregivers Agency Grants) Agreements

#### Attachments

Attachment 7.B.a: CCACC - FY23 Human Services Grant Agreement (For MC Approval)  
(PDF)

Attachment 7.B.b: CRMC ($165K) - FY23 Human Services Grant Agreement (for MC Approval)  
(PDF)
Attachment 7.B.c: CRMC (Mansfield Kaseman Health Clinic) - FY23 Human Services Grant Agreement (for MC Approval) (PDF)
Attachment 7.B.d: Family Services Inc. (Healthy Families Montgomery) - FY23 Human Services Grant Agreement (for MC Approval) (PDF)
Attachment 7.B.e: Interfaith Works (Clothing Center & Women's Center) - FY23 Human Services Grant Agreement (for MC Approval) (PDF)
Attachment 7.B.f: KCSC - FY23 Human Services Grant Agreement (for MC Approval) (PDF)
Attachment 7.B.g: Manna Food Center - FY23 Human Services Grant Agreement (for MC Approval) (PDF)
Attachment 7.B.h: MCCH - FY23 Human Services Grant Agreement (for MC Approval) (PDF)
Attachment 7.B.i: Mobile Medical Care - FY23 Human Services Grant Agreement (for MC Approval) (PDF)
Attachment 7.B.j: National Alliance of MI (NAMI) - FY23 Human Services Grant Agreement (for MC Approval) (PDF)
Attachment 7.B.k: Nourish Now - FY23 Human Services Grant Agreement (for MC Approval) (PDF)
Attachment 7.B.l: Rainbow Place - FY23 Human Services Grant Agreement (for MC Approval) (PDF)
Attachment 7.B.m: So What Else - FY23 Human Services Grant Agreement (for MC Approval) (PDF)
Attachment 7.B.n: Stepping Stones Shelter - FY23 Human Services Grant Agreement (for MC Approval) (PDF)
CITY OF ROCKVILLE, MARYLAND
HUMAN SERVICES GRANT AGREEMENT

THIS HUMAN SERVICES GRANT AGREEMENT (this "Agreement") is entered into this 1st day of July 2022 (the "Effective Date"), by and between THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, a municipal corporation and body politic of the State of Maryland (the "Mayor and Council"), acting through its City Manager (the "City Manager") and CHINESE CULTURE AND COMMUNITY SERVICE CENTER, INC., a Maryland nonstock corporation (the "Grantee") (the Mayor and Council and the Grantee each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, the Mayor and Council annually provides grants to local nonprofit organizations that provide certain critical supportive services for Rockville residents, including, but not limited to, services that address homelessness, food and clothing insecurities, health care, youth development, and language and citizenship education; and

B. WHEREAS, the Grantee submitted one or more “City of Rockville FY 2023 Human Services Nonprofit Grant” applications (collectively, the “FY 2023 Human Services Grant Application”) requesting certain caregiver agency grant funds to support its CCACC Health Service to address healthcare for low income residents (the “CCACC Health Service Program”); and

C. WHEREAS, on May 9, 2022, the Mayor and Council approved the City of Rockville Fiscal Year 2023 Budget (the “FY 2023 City Budget”), and authorized the City Manager to, among other things, provide certain caregiver agency grant funds to eligible nonprofit organizations listed in the FY 2023 City Budget; and

D. WHEREAS, the Mayor and Council, in reliance upon the representations and certifications contained in the Grantee’s FY 2023 Human Services Grant Application, including all supporting documents submitted therewith, approved and allocated a maximum amount of Thirty Four Thousand Two Hundred Fifty-One and 00/100 Dollars ($34,251.00) in caregiver agency grant funds to the Grantee in order to assist in the funding of the CCACC Health Service Program, subject to the terms and conditions set forth in this Agreement.

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 | Page
1. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date, and shall expire on June 30, 2023, unless extended or sooner terminated in accordance with Section 13 of this Agreement entitled “Termination”.

2. **Program Services.**

   a. The Grantee shall perform those services related to the implementation of the CCACC Health Service Program (the “Program Services”) as specified in Exhibit A entitled “Scope of Program Services” which is attached hereto and incorporated herein.

   b. **Time of Performance.** The Grantee’s performance of the Program Services shall begin on the Effective Date and end on the 30th day of June 2023. 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, 2023, unless the City Manager grants an extension for good cause shown.

   c. **Performance Monitoring.** 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 Exhibit A. Substandard performance as determined by the City Manager or his designee shall constitute noncompliance with this Agreement.

3. **Fiscal Year 2023 Community Organization Grant Funds.**

   a. In consideration of the various obligations to be undertaken by the Grantee pursuant to this Agreement, including the performance of Program Services, the Mayor and Council agrees to provide the Grantee with certain caregiver agency grant funds in the maximum amount of Thirty Four Thousand Two Hundred Fifty-One and 00/100 Dollars ($34,251.00) (the “FY 2023 Human Services Grant”), to be used for the sole purpose of helping to fund the Program Services.

   b. In consideration for accepting the FY 2023 Human Services Grant from the Mayor and Council, the Grantee shall administer the CCACC Health Service Program in a manner satisfactory to the City Manager and consistent with any standards required by all applicable federal, state and local rules and regulations.

4. **Disbursement of FY 2023 Human Services Grant Funds.** The City Manager or his designee will disburse FY 2023 Human Services Grant funds to the Grantee pursuant to the terms of this Agreement.

   a. On or about October 3, 2022, January 3, 2023, April 3, 2023, and June 30, 2023, the Grantee shall submit a request for the disbursement of FY 2023 Human Services Grant funds to the City Manager or his designee in order to help pay for certain eligible Program Services expenses related to the CCACC Health Service Program (the “Program Expenses”). The Program Expenses for which a disbursement of
FY 2023 Human Services 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 2023 Human Services 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 2023 Human Services 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; or

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 2023 Human Services Grant funds.

c. The Grantee’s request for disbursement of FY 2023 Human Services 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 2023 Human Services Grant funds to the Grantee by the Mayor and Council under this Agreement shall be:

i. subject to the availability of sufficient funds in the FY 2023 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 CCACC Health Service Program’s Budget, a copy of which is attached hereto as Exhibit C and incorporated herein, and in accordance with this Agreement.

f. All FY 2023 Human Services 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, 2023, shall be returned to the Mayor and Council by no later than July 15, 2023. All FY 2023 Human Services Grant funds that have not been approved and disbursed by the City Manager or his designee prior to August 9, 2023, shall remain with the Mayor and Council.
g. The Grantee shall not expend any FY 2023 Human Services 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 the Mayor and Council the FY 2023 Human Services 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 2023 Human Services Grant funds paid to the Grantee by the 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:

   i. Pay the subcontractor for the proportionate share of the total disbursement received from the 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. 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 the 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. Insurance. Prior to the execution of this Agreement, the Grantee shall obtain, at its own costs and expense, the policies set forth in Exhibit D 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. Quarterly Service Utilization Report. On October 17, 2022, January 17, 2023, and April 17, 2023, the Grantee shall provide the City Manager or his designee with a services utilization report (the “Quarterly Service Utilization Report”) in a manner and form to be determined by the City Manager or his designee. The Quarterly Service Utilization Report shall contain such information as the City Manager or his designee requests.

b. Interim Progress Report. Upon request by the City Manager or his designee, 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 CCACC Health Service Program’s Budget, and benchmarks reached.

c. Final Report. On or about June 30, 2023, 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 any problems encountered in completing the CCACC Health Service Program, and such other information as the City Manager or his designee requires.

d. 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, including but not limited to “customer satisfaction surveys.”


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 the 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. HIPAA Compliance.

a. To the extent applicable, the Grantee shall comply in all aspects with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and with any other applicable regulations, involving the privacy or confidentiality of the personal information of individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant. The Grantee shall be solely responsible for developing and implementing policies and procedures that comply with all of the requirements of HIPAA and such other applicable regulations, including, without limitation:

i. developing and distributing any required notice of privacy practices to individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant;

ii. developing, distributing, and obtaining from each of the individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant an authorization permitting the Grantee’s use and disclosure of such individuals’ personal information in the Quarterly Service Utilization Report, or any other reports that may be required from time to time by the City Manager or his designee;

iii. entering into appropriate agreements with any individuals, organizations, or entities that may be considered “business associates” within the meaning of HIPAA; and

iv. developing and implementing comprehensive policies and procedures that
safeguard individual rights regarding the privacy of their personal information.

b. Prior to the initial disbursement of the FY 2023 Human Services Grant funds to the Grantee, the Grantee shall furnish the City Manager or his designee with an executed “Certification of HIPAA Compliance and Authority Disclosure Information,” a form of which is attached hereto as Exhibit E and incorporated herein.

11. City Acknowledgment. The Grantee shall acknowledge the support of the Mayor and Council, where appropriate, in written documents and informational materials regarding the CCACC Health Service Program.

12. Representations and Warranties of the Grantee. The Grantee represents and warrants to the 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 the 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.

13. 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. 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 the Mayor and Council, the 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.

c. Termination for Unavailability of Funds. In the event of reduction, suspension,
discontinuance or other unavailability of funds, the Mayor and Council unilaterally
may take appropriate action(s) including, but not limited to, immediately reducing
the maximum dollar amount of the FY 2023 Human Services Grant. The Mayor
and Council shall give the Grantee no less than sixty (60) days’ advanced written
notice of the action(s) the 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 the Mayor and Council any unused portion of the FY 2023
Human Services Grant, including interest accrued, except that the Grantee
shall have no obligation to refund to the Mayor and Council any portion of the
FY 2023 Human Services Grant expended as of the date of termination in
accordance with the terms of this Agreement. Grantee shall also provide the
Mayor and Council with a written report detailing the expenditures, if any,
from the FY 2023 Human Services 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 2023 Human
Services Grant that has not been spent in accordance with this Agreement.

ii. Upon termination, the Grantee shall immediately deliver to the 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 the 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 the Mayor and Council of its rights and remedies at law or in equity against the Grantee.


a. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Grantee 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: sferrell@rockvillemd.gov

With a Copies to: Robert DiSpirito, City Manager
Email: rdispirito@rockvillemd.gov
Robert E. Dawson, City Attorney
Email: rdawson@rockvillemd.gov

To the Grantee: Chinese Culture and Community Service Center, Inc.
Chih-Hsiang Li, Executive Director
9318 Gaither Road, Suite 205
Gaithersburg, Maryland 20877
Attn: Chih-Hsiang Li
Email: chihhsiang.li@ccacc-dc.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.
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 the 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 the 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 2023 Human Services 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. The 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 the 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 the 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, the Mayor and Council, its employees, agents, successors and assigns against liability for any suits, actions or claims of any character arising from or related to the performance by the Grantee (or its officers, agents, employees, successors and assigns) of any of it right or obligations under this Agreement.

j. **Liability.** The Grantee releases the Mayor and Council, its employees and agents from, agrees that the Mayor and Council, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys’ fees, incurred by or asserted or imposed against the Mayor and Council, its employees and agents, as a result of or in connection with the CCACC Health Service Program, except for the gross negligence or willful misconduct of the Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.

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 the 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, including the performance of Program Services, because of race, gender, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation, or age.

n. **Client Grievance.** The Grantee shall develop, implement, and maintain written policies and procedures that establish (a) a client grievance process, and (b) a process where clients are advised of their rights.
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.

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

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

By: _______________________ _______
    Robert E. Dawson, City Attorney

By: _______________________ _______
    Robert DiSpirito, City Manager

ATTEST

By: _______________________ _______
    Sara Taylor-Ferrell, City Clerk / Director of Council Operations
MAYOR AND COUNCIL OF ROCKVILLE

HUMAN SERVICES GRANT AGREEMENT

Chinese Culture and Community Service Center, Inc., as Grantee

By: __________________________
Name: __________________________
Title: __________________________

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ___ day of ____________, 2022, 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
FY 2023 Human Services Grant
Scope of Program Services
Chinese Culture and Community Service Center, Inc.
CCACC Health Service Program

CCACC Health Service - $34,251

PROGRAM SERVICES

CCACC Health Service – The Chinese Culture and Community Service Center operates this program, which was established in 2003 as the Pan Asian Volunteer Health Clinic, and provides health services through seminars, health and community service fairs, and other outreach programs. The clinic provides primary care, case management, and low-cost lab tests, as well as referral services to specialists.

Scope of Service:
- Medical services to insured and uninsured
- Mental Health 360 Program
- No Pain Initiative and Chronic Disease Management Program
- STOP B Program

PERFORMANCE MEASURES

Projected Output:
- 3,000 unduplicated number of people served
- 400 unduplicated number of Rockville residents served
- 3,000 program participants surveyed
- 2,700 program participants satisfied with program services
- 2,000 clinic hours provided
- 1,500 patient visits
- 150 Rockville patient visits
- 300 patients referred to other medical services
- 600 patients referred to other human services

Projected Outcomes: Of all served:
- Initial: Clients gain access to basic services
  - 1,200 patients complete intake
  - 600 patients receive information about or referral to other needed human services
  - 400 patients proved translation/interpretation services for those who require it
- Intermediate: Clients gain access to specialized services as needed
  - 360 patients referred to specialist providers
  - 120 patients receive mental health counseling
EXHIBIT A
FY 2023 Human Services Grant
Scope of Program Services
Chinese Culture and Community Service Center, Inc.
CCACC Health Service Program

1,200 patients receive anxiety/depression screening if applicable
600 patients attend workshops/seminars on health issues
500 patients receive free or discounted medication

- Long-term: Clients’ health improves
  1,000 patients report improved health
  1,200 patients report increased knowledge of topics related to their health
  280 hypertensive patients’ blood pressure decreases
  200 diabetic patients’ HbA1c decreases

(End of Exhibit “A”)
DISBURSEMENT & REPORTING PROCEDURES

DISBURSEMENT METHOD: Quarterly Reimbursement

The City agrees to disburse a quarterly payment to Grantee upon receipt of a request for funds and the report or reports due for the relevant reporting period. Each request must be made in writing on a form provided by the City.

Disbursement shall be made upon approval of the request by the Community Services Manager or designated City staff member. Once each invoice is processed, a payment will be made.

Invoices must be submitted concurrently with the report(s) from the quarter in question (including six-month or year-end report, when applicable), as shown in the schedule below:

<table>
<thead>
<tr>
<th>Oct 15, 2022</th>
<th>Q1 Invoice*</th>
<th>Q1 Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan 15, 2023</td>
<td>Q2 Invoice*</td>
<td>Q2 Report</td>
</tr>
<tr>
<td>Apr 15, 2023</td>
<td>Q3 Invoice*</td>
<td>Q3 Report</td>
</tr>
<tr>
<td>Jul 15, 2023</td>
<td>Q4 Invoice*</td>
<td>Q4 Report</td>
</tr>
</tbody>
</table>

*Invoice will not be processed if not accompanied by the relevant report(s). If there are errors in the report(s), the invoice will not be processed until a corrected report is submitted.

(End of Exhibit “B”)
### HUMAN SERVICES GRANT APPLICATION - FY2023

#### Organization Name: Chinese Culture and Community Service Center
#### Program Name: CCACC Health Service

### Section F: PROGRAM BUDGET
1. Itemize the revenue and expenses in the budget for this program. See Attachment 2 for definitions of revenue and expense line items.

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>City Request</th>
<th>Total Program Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 2023</td>
<td>Last Year FY 2021</td>
</tr>
<tr>
<td>Revenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Direct contributions (Include special events, net of direct costs)</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>2. Gifts from foundations (flat)</td>
<td>Healthcare Initiative Foundation</td>
<td></td>
</tr>
<tr>
<td>3. Grants &amp; contracts from government sources (flat)</td>
<td>City of Rockville</td>
<td>100,000</td>
</tr>
<tr>
<td>Maryland Community Resource Commission</td>
<td>60,000</td>
<td>60,000</td>
</tr>
<tr>
<td>County Grants (Mental Health, STOP B, Prevention)</td>
<td>208,000</td>
<td>208,000</td>
</tr>
<tr>
<td>Office of Minority Health, HOP &amp; Project</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>HRSA Vaccine Outreach &amp; AAFP COVID Relief</td>
<td>0</td>
<td>208,700</td>
</tr>
<tr>
<td>4. Program fees</td>
<td>152,174</td>
<td>40,323</td>
</tr>
<tr>
<td>5. In-kind contributions (Reflect only items shown in expense lines below, and list by type, e.g., rent, personnel, etc.)</td>
<td>Professional Service</td>
<td>80,000</td>
</tr>
<tr>
<td>6. Other - specific</td>
<td>77,777</td>
<td>77,777</td>
</tr>
<tr>
<td>7. Revenue without in-kind contributions (sums automatically)</td>
<td>525,584</td>
<td>751,059</td>
</tr>
<tr>
<td>8. Total revenue (sums automatically)</td>
<td>100,000</td>
<td>826,564</td>
</tr>
<tr>
<td>Expenses</td>
<td>766,711</td>
<td>694,054</td>
</tr>
<tr>
<td>9. Personnel (salaries, benefits, taxes) (enumerate positions included in FY 2021 City grant request below)</td>
<td>Position 1:</td>
<td>41,900</td>
</tr>
<tr>
<td>10. Position 2:</td>
<td>37,440</td>
<td>0</td>
</tr>
<tr>
<td>11. Position 3:</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>12. Position 4:</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>13. Position 5:</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>14. Consumables/contract services</td>
<td>20,000</td>
<td>5,000</td>
</tr>
<tr>
<td>15. Occupancy (rent, electricity, gas, etc.)</td>
<td>960</td>
<td>960</td>
</tr>
<tr>
<td>16. Other direct expenses - specify</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>17. Depreciation (prorated share for this program)</td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>18. Other - specific:</td>
<td>100,000</td>
<td>441,711</td>
</tr>
<tr>
<td>19. Expenses without in-kind contributions (sums automatically)</td>
<td>100,000</td>
<td>421,711</td>
</tr>
<tr>
<td>20. Total expenses (sums automatically)</td>
<td>0</td>
<td>83,853</td>
</tr>
</tbody>
</table>

*Projected*

This budget to be modified by grantee to reflect awarded amount, not requested amount

*(End of Exhibit “C”)*
EXHIBIT D
FY 2023 Human Services Grant Insurance Requirements
Chinese Culture and Community Service Center, Inc.
CCACC Health Service Program

[To be provided by the City’s Risk Manager]

(End of Exhibit “D”)
CERTIFICATION OF HIPAA COMPLIANCE AND AUTHORITY TO DISCLOSE INFORMATION

The undersigned Grantee hereby certifies that it has fully complied with all applicable requirements of the HIPAA Privacy Regulations and any other applicable regulations regarding the privacy and confidentiality of the personal information of individuals who will be receiving Grant Services from the Grantee.

The undersigned Grantee further certifies that prior to receiving Grant Services from the Grantee, all individuals will sign a valid authorization that will remain in effect during the term of the Grant, which enables the Grantee to use or disclose the individual’s personal information for purposes of its operations and in order to provide Grant Services, obtain payment of Grant Funds, verify service utilization, provide necessary reports to the City, and satisfy all conditions to the Grant that may be established from time to time by the City.

GRANTEE (Organization Name):

__________________________________________ Date: _________________

By: _____________________________________________________________

Signature of Authorized Representative

_______________________________________________________________

Printed Name

_______________________________________________________________

Title

(End of Exhibit “E”)
THIS HUMAN SERVICES GRANT AGREEMENT (this “Agreement”) is entered into this 1st day of July 2022 (the “Effective Date”), by and between THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, a municipal corporation and body politic of the State of Maryland (the “Mayor and Council”), acting through its City Manager (the “City Manager”) and COMMUNITY REACH OF MONTGOMERY COUNTY, INC., a Maryland nonstock corporation, (the “Grantee”) (the Mayor and Council and the Grantee each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, the Mayor and Council annually provides grants to local nonprofit organizations that provide certain critical supportive services for Rockville residents, including, but not limited to, services that address homelessness, food and clothing insecurities, health care, youth development, and language and citizenship education; and

B. WHEREAS, the Grantee submitted one or more “City of Rockville FY 2023 Human Services Nonprofit Grant” applications (collectively, the “FY 2023 Human Services Grant Application”) requesting certain caregiver agency grant funds to support its Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs to address basic needs of low income residents (the “Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs”); and

C. WHEREAS, on May 9, 2022, the Mayor and Council approved the City of Rockville Fiscal Year 2023 Budget (the “FY 2023 City Budget”), and authorized the City Manager to, among other things, provide certain caregiver agency grant funds to eligible nonprofit organizations listed in the FY 2023 City Budget; and

D. WHEREAS, the Mayor and Council, in reliance upon the representations and certifications contained in the Grantee’s FY 2023 Human Services Grant Application, including all supporting documents submitted therewith, approved and allocated a maximum amount of One Hundred Sixty-Four Thousand Nine Hundred Eighty-Two and 00/100 Dollars ($164,982.00) in caregiver agency grant funds to the Grantee in order to assist in the funding of the Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs, subject to the terms and conditions set forth in this Agreement.

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 June 30, 2023, unless extended or sooner terminated in accordance with Section 13 of this Agreement entitled “Termination”.

2. **Program Services.**
   a. The Grantee shall perform those services related to the implementation of the Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs (the “Program Services”) as specified in Exhibit A entitled “Scope of Program Services” which is attached hereto and incorporated herein.
   b. **Time of Performance.** The Grantee’s performance of the Program Services shall begin on the Effective Date and end on the 30th day of June 2023. 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, 2023, unless the City Manager grants an extension for good cause shown.
   c. **Performance Monitoring.** 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 Exhibit A. Substandard performance as determined by the City Manager or his designee shall constitute noncompliance with this Agreement.

3. **Fiscal Year 2023 Community Organization Grant Funds.**
   a. In consideration of the various obligations to be undertaken by the Grantee pursuant to this Agreement, including the performance of Program Services, the Mayor and Council agrees to provide the Grantee with certain caregiver agency grant funds in the maximum amount of One Hundred Sixty-Four Thousand Nine Hundred Eighty-Two and 00/100 Dollars ($164,982.00) (the “FY 2023 Human Services Grant”), to be used for the sole purpose of helping to fund the Program Services.
   b. In consideration for accepting the FY 2023 Human Services Grant from the Mayor and Council, the Grantee shall administer the Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs in a manner satisfactory to the City Manager and consistent with any standards required by all applicable federal, state and local rules and regulations.

4. **Disbursement of FY 2023 Human Services Grant Funds.** The City Manager or his designee will disburse FY 2023 Human Services Grant funds to the Grantee pursuant
a. On or about October 3, 2022, January 3, 2023, April 3, 2023, and June 30, 2023, the Grantee shall submit a request for the disbursement of FY 2023 Human Services Grant funds to the City Manager or his designee in order to help pay for certain eligible Program Services expenses related to the Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs (the "Program Expenses"). The Program Expenses for which a disbursement of FY 2023 Human Services 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 2023 Human Services 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 2023 Human Services 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; or

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 2023 Human Services Grant funds.

c. The Grantee’s request for disbursement of FY 2023 Human Services 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 2023 Human Services Grant funds to the Grantee by the Mayor and Council under this Agreement shall be:

i. subject to the availability of sufficient funds in the FY 2023 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 Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs’ Budget, a copy of which is attached hereto as
Exhibit C and incorporated herein, and in accordance with this Agreement.

f. All FY 2023 Human Services 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, 2023, shall be returned to the Mayor and Council by no later than July 15, 2023. All FY 2023 Human Services Grant funds that have not been approved and disbursed by the City Manager or his designee prior to August 9, 2023, shall remain with the Mayor and Council.

g. The Grantee shall not expend any FY 2023 Human Services 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 the Mayor and Council the FY 2023 Human Services 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 2023 Human Services Grant funds paid to the Grantee by the 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:

i. Pay the subcontractor for the proportionate share of the total disbursement received from the 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. **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 the 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. **Insurance.** Prior to the execution of this Agreement, the Grantee shall obtain, at its own costs and expense, the policies set forth in Exhibit D 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. **Quarterly Service Utilization Report.** On October 17, 2022, January 17, 2023, and April 17, 2023, the Grantee shall provide the City Manager or his designee with a services utilization report (the “**Quarterly Service Utilization Report**”) in a manner and form to be determined by the City Manager or his designee. The Quarterly Service Utilization Report shall contain such information as the City Manager or his designee requests.

   b. **Interim Progress Report.** Upon request by the City Manager or his designee, 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 Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs’ Budget, and benchmarks reached.

   c. **Final Report.** On or about June 30, 2023, 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 any problems encountered in completing the Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs, and such other information as the City Manager or his designee requires.
d. 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, including but not limited to “customer satisfaction surveys.”


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 the 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. HIPAA Compliance.

a. To the extent applicable, the Grantee shall comply in all aspects with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and with any other applicable regulations, involving the privacy or confidentiality of the personal information of individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant. The Grantee shall be solely responsible for developing and implementing policies and procedures that comply with all of the requirements of HIPAA and such other applicable regulations, including, without limitation:

i. developing and distributing any required notice of privacy practices to individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant;

ii. developing, distributing, and obtaining from each of the individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant.
services from the Grantee that are funded with the FY 2023 Human Services Grant an authorization permitting the Grantee’s use and disclosure of such individuals’ personal information in the Quarterly Service Utilization Report, or any other reports that may be required from time to time by the City Manager or his designee;

iii. entering into appropriate agreements with any individuals, organizations, or entities that may be considered “business associates” within the meaning of HIPAA; and

iv. developing and implementing comprehensive policies and procedures that safeguard individual rights regarding the privacy of their personal information.

b. Prior to the initial disbursement of the FY 2023 Human Services Grant funds to the Grantee, the Grantee shall furnish the City Manager or his designee with an executed “Certification of HIPAA Compliance and Authority Disclosure Information,” a form of which is attached hereto as Exhibit E and incorporated herein.

11. City Acknowledgment. The Grantee shall acknowledge the support of the Mayor and Council, where appropriate, in written documents and informational materials regarding the Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs.

12. Representations and Warranties of the Grantee. The Grantee represents and warrants to the 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 the 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.

13. **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.** 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 the Mayor and Council, the 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.

   c. **Termination for Unavailability of Funds.** In the event of reduction, suspension, discontinuance or other unavailability of funds, the Mayor and Council unilaterally may take appropriate action(s) including, but not limited to, immediately reducing the maximum dollar amount of the FY 2023 Human Services Grant. The Mayor and Council shall give the Grantee no less than sixty (60) days’ advanced written notice of the action(s) the 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 the Mayor and Council any unused portion of the FY 2023 Human Services Grant, including interest accrued, except that the Grantee shall have no obligation to refund to the Mayor and Council any portion of the FY 2023 Human Services Grant expended as of the date of termination in accordance with the terms of this Agreement. Grantee shall also provide the Mayor and Council with a written report detailing the expenditures, if any, from the FY 2023 Human Services 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 2023 Human Services Grant that has not been spent in accordance with this Agreement.

ii. Upon termination, the Grantee shall immediately deliver to the 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 the 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 the Mayor and Council of its rights and remedies at law or in equity against the Grantee.


a. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Grantee 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: sferrrell@rockvillemd.gov

With a Copies to: Robert DiSpirito, City Manager
Email: rdispirito@rockvillemd.gov

With a Copies to: Robert E. Dawson, City Attorney
Email: rdawson@rockvillemd.gov

To the Grantee: Community Reach of Montgomery County, Inc
Agnes Saenz, Executive Director
1010 Grandin Avenue, Suite A1
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 the 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 the 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 2023 Human Services 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. The 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 the 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 the 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, the Mayor and Council, its employees, agents, successors and assigns against liability for any suits, actions or claims of any character arising from or related to the performance by the Grantee (or its officers, agents, employees, successors and assigns) of any of its right or obligations under this Agreement.

j. Liability. The Grantee releases the Mayor and Council, its employees and agents from, agrees that the Mayor and Council, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys’ fees, incurred by or asserted or imposed against the Mayor and Council, its employees and agents, as a result of or in connection with the Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs, except for the gross negligence or willful misconduct of the Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.

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 the 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, including the performance of Program Services, because of race, gender, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation, or age.

n. **Client Grievance.** The Grantee shall develop, implement, and maintain written policies and procedures that establish (a) a client grievance process, and (b) a process where clients are advised of their rights.

o. **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.

p. **Exhibits.** All Exhibits referred to in this Agreement are by such references fully incorporated herein.

q. **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

By: _______________________ _______
Robert E. Dawson, City Attorney

Robert DiSpirito, City Manager

ATTEST

By: _______________________ _______
Sara Taylor-Ferrell, City Clerk / Director of Council Operations
GRANTEE

COMMUNITY REACH OF MONTGOMERY COUNTY, INC., a Maryland nonstock corporation, as Grantee

By: ____________________________
Name: __________________________
Title: ___________________________

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of ____________, 2022, 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
FY 2023 Human Services Grant
Scope of Program Services

Community Reach of Montgomery County, Inc.
Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs

Jefferson House - $18,500

PROGRAM SERVICES

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).

Scope of Service:
- Safe and healthy long-term housing while client works towards self-sufficiency
- help residents to develop goals
- individual case management
- group house support services

PERFORMANCE MEASURES

Projected Output:
- 6 unduplicated number of people served
- 6 unduplicated number of Rockville residents served
- 6 program participants surveyed
- 6 are satisfied with program’s services
- 1,971 bed nights provided to residents/Rockville residents
- 832 case management hours provided to residents/Rockville residents
- 4 on-site workshops

Projected Outcomes:
- Initial: Clients gain access to needed services
  - 6 clients complete intake/assessment
  - 6 clients engage in case management
  - 6 clients agree to a service plan in the first 30 days of service
  - 6 clients agree to a treatment/recovery plan in the first 30 days of service
  - 6 clients agree to attend workshops or group meetings provided by the Shelter
EXHIBIT A
FY 2023 Human Services Grant
Scope of Program Services

Community Reach of Montgomery County, Inc.
Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs

- Intermediate: Clients’ financial/personal situations improve
  4 clients obtain employment or increase income
  6 clients demonstrate financial proficiency in maintaining a budget
  6 clients follow service plan
  6 clients achieve or maintain sobriety
- Long Term: Client maintains residence in permanent supportive housing or moves into independent housing
  6 clients do not re-enter MC homeless system

Rockland House - $16,920

PROGRAM SERVICES

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

PERFORMANCE MEASURES

Projected Output:
- 5 unduplicated residents/Rockville residents served
- 5 Program participants surveyed
- 5 Program participants will be satisfied with program’s services
- 1,642 bed nights provided to residents/Rockville residents
- 832 case management hours provided to residents/Rockville residents
- 4 on-site workshops

Projected Outcomes:
- Initial: Clients gain access to needed services
  5 clients complete intake/assessment
  5 clients engage in case management
  5 clients agree to a service plan in the first 30 days of service
  3 clients agree to a treatment/recovery plan in the first 30 days of service
  5 clients agree to attend workshops or group meetings provided by the Shelter
## FY 2023 Human Services Grant
### Scope of Program Services

**Community Reach of Montgomery County, Inc.**
Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs

- 3 clients enrolled in educational or employment training
  - Intermediate: Clients’ financial/personal situations improve
    - 4 clients obtain employment or increase income
    - 5 clients demonstrate financial proficiency in maintaining a budget
  - 5 clients follow service plan
  - Long Term: Client maintains residence in permanent supportive housing or moves into independent housing
    - 5 clients do not re-enter MC homeless system

## Language Outreach Program - $36,862

### PROGRAM SERVICES

**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.

**Scope of Service:**
- ESL education
- Childcare and tutoring for children of adult students
- Citizenship classes
- Assistance with US Citizenship applications
- Conversation classes

### PERFORMANCE MEASURES

**Projected Output:**
- 280 unduplicated number of people served
- 100 unduplicated number of Rockville residents served
- 150 Program participants are surveyed
- 150 Program participants will be satisfied with program’s service
- 280 participants in ESL classes
- 100 Rockville resident participants in ESL classes
- 1,594 hours of English instruction

**Projected Outcomes:**
Community Reach of Montgomery County, Inc.
Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs

- Initial: Clients enrolled in appropriate classes
  200 placed in appropriate class level in fall
  200 placed in appropriate class level in spring
- Intermediate: Clients demonstrate progress in language learning
  140 clients show some progress at mid-term in fall
  120 clients show some progress in spring.
- Long Term: Clients’ knowledge of English language improves
  120 whose knowledge of English has improved as evidenced by pre- and post-tests.

Senior Reach - $92,700

PROGRAM 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.

Scope of Service:
- Weekly home care services
- Home repair/maintenance/modification projects
- Ongoing individualized case management
- Additional services and assistive devices

PERFORMANCE MEASURES

Projected Output: Program serves Rockville residents, exclusively
- 65 unduplicated number of Rockville residents served
- 65 Program participants surveyed
- 63 Program participants will be satisfied with program’s services
- 30 Rockville clients receive home care services
- 3,400 hrs. of home care provided to Rockville residents
- 22 Rockville residents receive home repairs, maintenance, and modification

Projected Outcomes:
EXHIBIT A
FY 2023 Human Services Grant
Scope of Program Services

Community Reach of Montgomery County, Inc.
Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs

- Initial: Clients are provided with needed supportive services
  - 65 referred clients complete intake process
  - 30 new clients receive home care services within one month of intake
  - 50 clients receive referrals for other needed services

- Intermediate: Clients’ quality of life improves
  - 30 clients report that home care services improved their quality of life
  - 30 clients report home care services improve the cleanliness/livability of their home
  - 22 clients receive home repair/modifications that improve their safety
  - 22 clients receive weekly phone calls or visits by program staff or volunteers

- Long Term: Clients remain independent in their homes
  - 60 clients do not move to assisted living facility during first six months of services
  - 55 clients do not move to an assisted living facility in first 12 months of services.

(End of Exhibit “A”)
EXHIBIT B
FY 2023 Human Services Grant
Disbursement of Grant Funds

Community Reach of Montgomery County, Inc.
Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs

DISBURSEMENT & REPORTING PROCEDURES

DISBURSEMENT METHOD: Quarterly Reimbursement

The City agrees to disburse a quarterly payment to Grantee upon receipt of a request for funds and the report or reports due for the relevant reporting period. Each request must be made in writing on a form provided by the City.

Disbursement shall be made upon approval of the request by the Community Services Manager or designated City staff member. Once each invoice is processed, a payment will be made.

Invoices must be submitted concurrently with the report(s) from the quarter in question (including six-month or year-end report, when applicable), as shown in the schedule below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice</th>
<th>Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 15, 2022</td>
<td>Q1</td>
<td>Q1</td>
</tr>
<tr>
<td>January 15, 2023</td>
<td>Q2</td>
<td>Q2, Six-Month Report</td>
</tr>
<tr>
<td>April 15, 2023</td>
<td>Q3</td>
<td>Q3</td>
</tr>
<tr>
<td>July 15, 2023</td>
<td>Q4</td>
<td>Q4, Year-End Report</td>
</tr>
</tbody>
</table>

*Invoice will not be processed if not accompanied by the relevant report(s). If there are errors in the report(s), the invoice will not be processed until a corrected report is submitted.

(End of Exhibit “B”)

MAYOR AND COUNCIL OF ROCKVILLE
HUMAN SERVICES GRANT AGREEMENT
Community Reach of Montgomery County, Inc., Grantee
Fiscal Year 2023
## FY 2023 Human Services Grant Program Budget

Community Reach of Montgomery County, Inc.
Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs

### Budget Categories

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>City Request FY 2023</th>
<th>Total Program Budget FY 2022</th>
<th>Grant Year FY 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Direct contributions (includes special events, net of direct costs)</td>
<td>127</td>
<td>5,861</td>
<td>3,000</td>
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<tr>
<td>2. Grants from foundations: (fcat)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>3. Grants &amp; contracts from government sources: (fcat)</td>
<td>18,500</td>
<td>18,500</td>
<td>18,500</td>
</tr>
<tr>
<td><strong>Montgomery County</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Rockville Housing Enterprises</strong></td>
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<td></td>
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</tr>
<tr>
<td><strong>Program fees</strong></td>
<td>6,011</td>
<td>14,405</td>
<td>15,000</td>
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<tr>
<td>5. In-kind contributions (Reflect only items shown in expense lines below, and list by type, i.e., rent, personnel, etc.)</td>
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<td></td>
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<tr>
<td><strong>Rent</strong></td>
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<td>28,800</td>
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<td><strong>Food</strong></td>
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<td>2,176</td>
<td>2,176</td>
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<tr>
<td><strong>Legal</strong></td>
<td>340</td>
<td>340</td>
<td>340</td>
</tr>
<tr>
<td><strong>Clothing, Supplies &amp; Other Program Services</strong></td>
<td>2,850</td>
<td>2,850</td>
<td>2,850</td>
</tr>
<tr>
<td>6. Other - specific</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Revenue without in-kind contributions (sums automatically)</td>
<td>86,794</td>
<td>88,961</td>
<td>87,500</td>
</tr>
<tr>
<td>8. Total revenue (sums automatically)</td>
<td>103,905</td>
<td>123,182</td>
<td>121,721</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>9. Personal (salary, benefits, taxes) (renumber positions included in FY 2022 City grant request below)</td>
<td></td>
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</tr>
<tr>
<td>Position 1: HOUSING PROGRAM MANAGER</td>
<td>12,515</td>
<td></td>
<td></td>
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<tr>
<td>Position 2:</td>
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<tr>
<td>Position 4:</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>10. Consultants/contract services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Occupancy (rent, electricity, gas, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Consumable supplies (consumable consumables included in FY 2022 City grant request)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply</td>
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<tr>
<td>Supply 1:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Transportation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Liability insurance</td>
<td>1,528</td>
<td>1,343</td>
<td>1,750</td>
</tr>
<tr>
<td>15. Rent/lease of equipment</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Other direct expenses - specify</td>
<td>22,024</td>
<td>21,267</td>
<td>22,000</td>
</tr>
<tr>
<td>17. Value of in-kind contributions (sums automatically)</td>
<td>34,221</td>
<td>34,271</td>
<td>34,271</td>
</tr>
<tr>
<td>18. Depreciation (prorated share for this program)</td>
<td>8,629</td>
<td>8,020</td>
<td>8,030</td>
</tr>
<tr>
<td>19. Other - specific: Client, Administrative and Program expenses</td>
<td>16,185</td>
<td>16,233</td>
<td>16,000</td>
</tr>
<tr>
<td>20. Expense without in-kind contributions (sums automatically)</td>
<td>86,503</td>
<td>91,365</td>
<td>87,780</td>
</tr>
<tr>
<td>21. Total expenses (sums automatically)</td>
<td>103,905</td>
<td>123,182</td>
<td>121,721</td>
</tr>
<tr>
<td>22. Excess/deficit (calculates automatically)</td>
<td>0</td>
<td>8,521</td>
<td>-7,900</td>
</tr>
</tbody>
</table>

*Projected*
### HUMAN SERVICES GRANT APPLICATION - FY2023

**Community Reach of Montgomery County, Inc.**

**Program Name:** ROCKLAND HOUSE

#### Section F: PROGRAM BUDGET

1. Itemize the revenue and expenses in the budget for this program. See Attachment 2 for definitions of revenue and expense line items.

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>City Request FY 2023</th>
<th>Last Year FY 2021</th>
<th>Current Yr FY 2022*</th>
<th>Grant Year FY2023*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Direct contributions (include special events, net of direct costs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Grants from foundation (list)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Grants &amp; contracts from government sources (list)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Rockville</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MONTGOMERY COUNTY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ROCKVILLE HOUSING ENTERPRISES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Program fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. In-kind contributions (Reflect only items shown in expense lines below, and list by type, i.e., rent, personnel, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FOOD</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LEGAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLOTHING, SUPPLIES AND OTHER PROGRAM EXPENSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Other — specify</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Revenue without in-kind contributions (sums automatically)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Total revenue (sums automatically)</td>
<td></td>
<td></td>
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</tbody>
</table>

**EXPENSES**

<table>
<thead>
<tr>
<th>Expense Description</th>
<th>City Request FY 2023</th>
<th>Last Year FY 2021</th>
<th>Current Yr FY 2022*</th>
<th>Grant Year FY2023*</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Personnel (salaries, benefits, taxes) (enumerate positions included in FY 2022 City grant request below)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 1: HOUSING PROGRAM MANAGER</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Position 2:</td>
<td></td>
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<tr>
<td>Position 3:</td>
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<tr>
<td>Position 4:</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>10. Consulting/contract services</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>11. Occupancy (rent, electricity, gas, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Consumables (enumerate consumables included in FY 2022 City grant request)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply 1:</td>
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<tr>
<td>Supply 2:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Transportation/ travel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Liability insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Rent/lease/equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Other direct expenditures — specify</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. Value of in-kind contributions (sums automatically)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Depreciation (prorated share for this program)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Other — specify Client, Administrative and Program expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. Total expenses (sums automatically)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21. Excess/deficit (calculates automatically)</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

*Projected
## EXHIBIT C

**FY 2023 Human Services Grant Program Budget**

Community Reach of Montgomery County, Inc.  
Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs

### HUMAN SERVICES GRANT APPLICATION - FY2023

**Organization Name:** COMMUNITY REACH OF MONTgomery COUNTY  
**Program Name:** SENIOR REACH PROGRAM

#### Section F: PROGRAM BUDGET

1. Prepare the revenue and expenses in the budget for this program. See Attachment 7.B.b for definitions of revenue and expense line items.

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>City Request FY 2023</th>
<th>Last Year FY 2021</th>
<th>Current Yr FY 2022</th>
<th>Grant Year FY 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Direct contributions (Include special events, net of direct costs)</td>
<td>3,650</td>
<td>2,122</td>
<td>3,500</td>
<td></td>
</tr>
<tr>
<td>2. Grants from foundations (list)</td>
<td>34,004</td>
<td>60,000</td>
<td>36,000</td>
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</tr>
<tr>
<td>HOME FOUNDATION</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>FRANCIS ASHLEY PALMER FOUNDATION</td>
<td>32,774</td>
<td>40,000</td>
<td>40,000</td>
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<tr>
<td>FAMILY AND NURSING CARE</td>
<td>5,000</td>
<td>20,000</td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>OTHER PRIVATE FOUNDATIONS</td>
<td>15,000</td>
<td>5,000</td>
<td>36,000</td>
<td></td>
</tr>
<tr>
<td>3. Grants &amp; contracts from government sources (list)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Rockville</td>
<td>82,700</td>
<td>83,480</td>
<td>82,700</td>
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</tr>
<tr>
<td>Montgomery County</td>
<td>37,103</td>
<td>47,000</td>
<td>47,000</td>
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</tr>
<tr>
<td>4. Program fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. In-kind contributions (Reflect only items shown in expense lines below and list by type, i.e., rent, personnel, etc.)</td>
<td></td>
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</tr>
<tr>
<td>Home Care Services</td>
<td>4,765</td>
<td>4,765</td>
<td>4,765</td>
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<tr>
<td>Food, supplies</td>
<td>7,408</td>
<td>7,408</td>
<td>7,408</td>
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<tr>
<td>Pick up food and delivery services</td>
<td>1,044</td>
<td>1,040</td>
<td>1,044</td>
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</tr>
<tr>
<td>6. Other – specify</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Revenue without in-kind contributions (sums automatically)</td>
<td>222,201</td>
<td>258,022</td>
<td>283,200</td>
<td></td>
</tr>
<tr>
<td>8. Total revenue (sums automatically)</td>
<td>92,700</td>
<td>230,818</td>
<td>270,817</td>
<td></td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Personnel (salaries, benefits, taxes) (enumerate positions included in FY 2022 City grant request below)</td>
<td>48,895</td>
<td>50,951</td>
<td>53,000</td>
<td></td>
</tr>
<tr>
<td>Position 1: PROGRAM MANAGER</td>
<td>13,905</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 2:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Position 3:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Position 4:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Consultants/contract services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Occupancy (rent, electricity, gas, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Consumables (enumerate consumables included in FY 2022 City grant request)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply 1:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply 2:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Transportation/travel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Liability insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Restitution of equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Other direct expenses – specify, Program operating exp.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. Value of in-kind contributions (sums automatically)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Depreciation (prorated share for this program)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Other – specify, HOME CARE SERVICES &amp; CLIENT EXP</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. Expenses without in-kind contributions (sums automatically)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21. Total expenses (sums automatically)</td>
<td>92,700</td>
<td>235,818</td>
<td>270,817</td>
<td></td>
</tr>
<tr>
<td>22. Excess/deficit (calculates automatically)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

*Projected*
EXHIBIT C
FY 2023 Human Services Grant
Program Budget
Community Reach of Montgomery County, Inc.
Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs

## Section F: PROGRAM BUDGET
1. Itemize the revenue and expenses in the budget for this program. See Attachment 2 for definitions of revenue and expense line items.

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>City Request FY23</th>
<th>Last Year FY2021</th>
<th>FY2022*</th>
<th>Total Program Budget FY2023*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Direct contributions (includes special events, net of direct costs)</td>
<td>7,470</td>
<td>13,700</td>
<td>16,000</td>
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</tr>
<tr>
<td>2. Grants from foundations (list)</td>
<td>2,000</td>
<td>0</td>
<td>0</td>
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<tr>
<td>ROTARY FOUNDATION</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>3. Grants &amp; contracts from government sources (list)</td>
<td>40,000</td>
<td>20,000</td>
<td>30,000</td>
<td>40,000</td>
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<tr>
<td>City of Rockville</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>MONTGOMERY COUNTY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MCJAR</td>
<td>143,722</td>
<td>143,722</td>
<td>143,722</td>
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</tr>
<tr>
<td>4. Program fees</td>
<td>8,187</td>
<td>8,187</td>
<td>8,187</td>
<td></td>
</tr>
<tr>
<td>5. In-kind contributions (Reflect only items shown in expense line below, and list by type, i.e. rent, personnel, etc.)</td>
<td>217,791</td>
<td>225,422</td>
<td>237,722</td>
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<tr>
<td>FOOD</td>
<td>200</td>
<td>200</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>INSTRUCTIONAL MATERIALS</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
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<tr>
<td>LEGAL SERVICES</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TEACHERS, TUTORS, &amp; CHILD CARE PROVIDERS</td>
<td>8,187</td>
<td>8,187</td>
<td>8,187</td>
<td></td>
</tr>
<tr>
<td>6. Other - specify</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>7. Revenue without in-kind contributions (sums automatically)</td>
<td>46,000</td>
<td>256,370</td>
<td>234,001</td>
<td>246,301</td>
</tr>
<tr>
<td>8. Total revenue (sums automatically)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Personnel (salaries, benefits, taxes) (counteract positions included in FY 2022 City grant request below)</td>
<td>181,389</td>
<td>172,202</td>
<td>175,000</td>
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<tr>
<td>Position 1: PROGRAM DIRECTOR</td>
<td>23,913</td>
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</tr>
<tr>
<td>Position 2: SITE COORDINATOR</td>
<td>4,831</td>
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<tr>
<td>Position 3: TEACHERS</td>
<td>4,000</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Position 4: TITORSCHILD CARE PROVIDERS</td>
<td>5,424</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Consultants/contract services</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>11. Occupancy (rent, electricity, gas, etc.)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>12. Consumable supplies (counteract consumables included in FY 2022 City grant request)</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply 1: Classroom supplies and other program exp.</td>
<td>923</td>
<td></td>
<td></td>
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<tr>
<td>Supply 2:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>13. Transportation/travel</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>14. Liability insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Rent/maintenance of equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Other direct expenses - specify</td>
<td>9,000</td>
<td>8,270</td>
<td>7,500</td>
<td></td>
</tr>
<tr>
<td>17. Value of in-kind contributions (sums automatically)</td>
<td>8,579</td>
<td>8,579</td>
<td>8,579</td>
<td></td>
</tr>
<tr>
<td>18. Depreciation (prorated share for this program)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>19. Other - specify OTHER PROGRAM EXPENSES</td>
<td>94,400</td>
<td>52,187</td>
<td>53,000</td>
<td></td>
</tr>
<tr>
<td>20. Expense with in-kind contributions (sums automatically)</td>
<td>40,000</td>
<td>230,500</td>
<td>239,089</td>
<td>244,500</td>
</tr>
<tr>
<td>21. Total expenses (sums automatically)</td>
<td>40,000</td>
<td>230,500</td>
<td>239,089</td>
<td>244,500</td>
</tr>
<tr>
<td>22. Excess deficit (calculates automatically)</td>
<td>0</td>
<td>-2,770</td>
<td>-13,040</td>
<td>-6,770</td>
</tr>
</tbody>
</table>

*(Projected)*

(End of Exhibit “C”)
EXHIBIT D
FY 2023 Human Services Grant
Insurance Requirements

Community Reach of Montgomery County, Inc.
Jefferson House Personal Living Quarters, Rockland House, Senior Reach, and Language Outreach Programs

[To be provided by the City’s Risk Manager]

(End of Exhibit “D”)
CERTIFICATION OF HIPAA COMPLIANCE AND AUTHORITY TO DISCLOSE INFORMATION

The undersigned Grantee hereby certifies that it has fully complied with all applicable requirements of the HIPAA Privacy Regulations and any other applicable regulations regarding the privacy and confidentiality of the personal information of individuals who will be receiving Grant Services from the Grantee.

The undersigned Grantee further certifies that prior to receiving Grant Services from the Grantee, all individuals will sign a valid authorization that will remain in effect during the term of the Grant, which enables the Grantee to use or disclose the individual’s personal information for purposes of its operations and in order to provide Grant Services, obtain payment of Grant Funds, verify service utilization, provide necessary reports to the City, and satisfy all conditions to the Grant that may be established from time to time by the City.

GRANTEE (Organization Name):

__________________________________________  Date:  _________________

By:   _________________________________________________________

Signature of Authorized Representative

_________________________________________________________

Printed Name

_________________________________________________________

Title

(End of Exhibit “E”)
THIS HUMAN SERVICES GRANT AGREEMENT (this “Agreement”) is entered into this 1st day of July 2022 (the “Effective Date”), by and between THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, a municipal corporation and body politic of the State of Maryland (the “Mayor and Council”), acting through its City Manager (the “City Manager”) and (i) COMMUNITY REACH OF MONTGOMERY COUNTY, INC., a Maryland nonstock corporation, and (ii) MANSFIELD KASEMAN HEALTH CLINIC, LLC, a Maryland limited liability corporation (collectively, the “Grantee”) (the Mayor and Council and the Grantee each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, the Mayor and Council annually provides grants to local nonprofit organizations that provide certain critical supportive services for Rockville residents, including, but not limited to, services that address homelessness, food and clothing insecurities, health care, youth development, and language and citizenship education; and

B. WHEREAS, the Grantee submitted one or more “City of Rockville FY 2023 Human Services Nonprofit Grant” applications (collectively, the “FY 2023 Human Services Grant Application”) requesting certain caregiver agency grant funds to support its Mansfield Kaseman Health Clinic to address healthcare for low income residents (the “Mansfield Kaseman Health Clinic Program”); and

C. WHEREAS, on May 9, 2022, the Mayor and Council approved the City of Rockville Fiscal Year 2023 Budget (the “FY 2023 City Budget”), and authorized the City Manager to, among other things, provide certain caregiver agency grant funds to eligible nonprofit organizations listed in the FY 2023 City Budget; and

D. WHEREAS, the Mayor and Council, in reliance upon the representations and certifications contained in the Grantee’s FY 2023 Human Services Grant Application, including all supporting documents submitted therewith, approved and allocated a maximum amount of One Hundred Twelve Thousand Three Hundred Fifty and 00/100 Dollars ($112,350.00) in caregiver agency grant funds to the Grantee in order to assist in the funding of the Mansfield Kaseman Health Clinic Program, subject to the terms and conditions set forth in this Agreement.

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 June 30, 2023, unless extended or sooner terminated in accordance with Section 13 of this Agreement entitled “Termination”.

2. **Program Services.**

   a. The Grantee shall perform those services related to the implementation of the Mansfield Kaseman Health Clinic Program (the "Program Services") as specified in Exhibit A entitled “Scope of Program Services” which is attached hereto and incorporated herein.

   b. **Time of Performance.** The Grantee’s performance of the Program Services shall begin on the Effective Date and end on the 30th day of June 2023. 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, 2023, unless the City Manager grants an extension for good cause shown.

   c. **Performance Monitoring.** 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 Exhibit A. Substandard performance as determined by the City Manager or his designee shall constitute noncompliance with this Agreement.

3. **Fiscal Year 2023 Community Organization Grant Funds.**

   a. In consideration of the various obligations to be undertaken by the Grantee pursuant to this Agreement, including the performance of Program Services, the Mayor and Council agrees to provide the Grantee with certain caregiver agency grant funds in the maximum amount of One Hundred Twelve Thousand Three Hundred Fifty and 00/100 Dollars ($112,350.00) (the “FY 2023 Human Services Grant”), to be used for the sole purpose of helping to fund the Program Services.

   b. In consideration for accepting the FY 2023 Human Services Grant from the Mayor and Council, the Grantee shall administer the Mansfield Kaseman Health Clinic Program in a manner satisfactory to the City Manager and consistent with any standards required by all applicable federal, state and local rules and regulations.

4. **Disbursement of FY 2023 Human Services Grant Funds.** The City Manager or his designee will disburse FY 2023 Human Services Grant funds to the Grantee pursuant to the terms of this Agreement.
a. On or about October 3, 2022, January 3, 2023, April 3, 2023, and June 30, 2023, the Grantee shall submit a request for the disbursement of FY 2023 Human Services Grant funds to the City Manager or his designee in order to help pay for certain eligible Program Services expenses related to the Mansfield Kaseman Health Clinic Program (the “Program Expenses”). The Program Expenses for which a disbursement of FY 2023 Human Services 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 2023 Human Services 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 2023 Human Services 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; or

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 2023 Human Services Grant funds.

c. The Grantee’s request for disbursement of FY 2023 Human Services 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 2023 Human Services Grant funds to the Grantee by the Mayor and Council under this Agreement shall be:

i. subject to the availability of sufficient funds in the FY 2023 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 Mansfield Kaseman Health Clinic Program’s Budget, a copy of which is attached hereto as Exhibit C and incorporated herein, and in accordance with this Agreement.
f. All FY 2023 Human Services 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, 2023, shall be returned to the Mayor and Council by no later than July 15, 2023. All FY 2023 Human Services Grant funds that have not been approved and disbursed by the City Manager or his designee prior to August 9, 2023, shall remain with the Mayor and Council.

g. The Grantee shall not expend any FY 2023 Human Services 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 the Mayor and Council the FY 2023 Human Services 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 2023 Human Services Grant funds paid to the Grantee by the 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:

i. Pay the subcontractor for the proportionate share of the total disbursement received from the 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. **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 the 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. **Insurance.** Prior to the execution of this Agreement, the Grantee shall obtain, at its own costs and expense, the policies set forth in Exhibit D 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
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. **Quarterly Service Utilization Report.** On October 17, 2022, January 17, 2023, and April 17, 2023, the Grantee shall provide the City Manager or his designee with a services utilization report (the “**Quarterly Service Utilization Report**”) in a manner and form to be determined by the City Manager or his designee. The Quarterly Service Utilization Report shall contain such information as the City Manager or his designee requests.

   b. **Interim Progress Report.** Upon request by the City Manager or his designee, 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 Mansfield Kaseman Health Clinic Program’s Budget, and benchmarks reached.

   c. **Final Report.** On or about June 30, 2023, 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 any problems encountered in completing the Mansfield Kaseman Health Clinic Program, and such other information as the City Manager or his designee requires.

   d. 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
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 the 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. **HIPAA Compliance.**

a. To the extent applicable, the Grantee shall comply in all aspects with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and with any other applicable regulations, involving the privacy or confidentiality of the personal information of individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant. The Grantee shall be solely responsible for developing and implementing policies and procedures that comply with all of the requirements of HIPAA and such other applicable regulations, including, without limitation:

i. developing and distributing any required notice of privacy practices to individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant;

ii. developing, distributing, and obtaining from each of the individuals receiving services from the Grantee that are funded with the FY 2023 Human Services...
Grant an authorization permitting the Grantee’s use and disclosure of such individuals’ personal information in the Quarterly Service Utilization Report, or any other reports that may be required from time to time by the City Manager or his designee;

iii. entering into appropriate agreements with any individuals, organizations, or entities that may be considered “business associates” within the meaning of HIPAA; and

iv. developing and implementing comprehensive policies and procedures that safeguard individual rights regarding the privacy of their personal information.

b. Prior to the initial disbursement of the FY 2023 Human Services Grant funds to the Grantee, the Grantee shall furnish the City Manager or his designee with an executed “Certification of HIPAA Compliance and Authority Disclosure Information,” a form of which is attached hereto as Exhibit E and incorporated herein.

11. City Acknowledgment. The Grantee shall acknowledge the support of the Mayor and Council, where appropriate, in written documents and informational materials regarding the Mansfield Kaseman Health Clinic Program.

12. Representations and Warranties of the Grantee. The Grantee represents and warrants to the 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 the 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.

13. **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.** 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 the Mayor and Council, the 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.

c. **Termination for Unavailability of Funds.** In the event of reduction, suspension, discontinuance or other unavailability of funds, the Mayor and Council unilaterally may take appropriate action(s) including, but not limited to, immediately reducing the maximum dollar amount of the FY 2023 Human Services Grant. The Mayor and Council shall give the Grantee no less than sixty (60) days’ advanced written notice of the action(s) the 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 the Mayor and Council any unused portion of the FY 2023 Human Services Grant, including interest accrued, except that the Grantee shall have no obligation to refund to the Mayor and Council any portion of the FY 2023 Human Services Grant expended as of the date of termination in accordance with the terms of this Agreement. Grantee shall also provide the Mayor and Council with a written report detailing the expenditures, if any, from the FY 2023 Human Services 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 2023 Human Services Grant that has not been spent in accordance with this Agreement.

ii. Upon termination, the Grantee shall immediately deliver to the 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 performed, 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 the 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 the Mayor and Council of its rights and remedies at law or in equity against the Grantee.


a. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Grantee 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: sferrell@rockvillemd.gov

With a Copies to:
Robert DiSpirito, City Manager
Email: rdispirito@rockvillemd.gov

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

To the Grantee:
Community Reach of Montgomery County, Inc
Mansfield Kaseman Health Clinic, LLC
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 the 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 the 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 2023 Human Services 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. The 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 the 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 the 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, the Mayor and Council, its employees, agents, successors and assigns against liability for any suits, actions or claims of any character arising from or related to the performance by the Grantee (or its officers, agents, employees, successors and assigns) of any of it right or obligations under this Agreement.

j. **Liability.** The Grantee releases the Mayor and Council, its employees and agents from, agrees that the Mayor and Council, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys’ fees, incurred by or asserted or imposed against the Mayor and Council, its employees and agents, as a result of or in connection with the Mansfield Kaseman Health Clinic Program, except for the gross negligence or willful misconduct of the Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.

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 the 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, including the performance of Program Services, because of race, gender, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation, or age.

n. **Client Grievance.** The Grantee shall develop, implement, and maintain written policies and procedures that establish (a) a client grievance process, and (b) a process where clients are advised of their rights.

o. **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.

p. **Exhibits.** All Exhibits referred to in this Agreement are by such references fully incorporated herein.

q. **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

By: Robert DiSpirito, City Manager

Robert E. Dawson, City Attorney

ATTEST

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

COMMUNITY REACH OF MONTGOMERY COUNTY, INC., a Maryland nonstock corporation, as Grantee

By: ______________________ ______________________
Name: __________________________
Title: __________________________

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of ____________, 2022, 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: ______________
GRANTEE

MANSFIELD KASEMAN HEALTH CLINIC, LLC, a Maryland limited liability corporation, as Grantee

By: __________________________
Name: __________________________
Title: __________________________

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of ____________, 2022, 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
FY 2023 Human Services Grant
Scope of Program Services
Community Reach of Montgomery County, Inc.
Mansfield Kaseman Health Clinic, LLC

Mansfield Kaseman Health Clinic - $112,350

PROGRAM SERVICES

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 and is currently offering limited services from its temporary site at the Rockville United Church. The clinic site is currently being renovated.

Scope of Service:
- Primary care and internal medicine
- specialty health services
- preventative care
- culturally responsive services

PERFORMANCE MEASURES

Projected Output:
- 1,500 unduplicated people served
- 350 unduplicated Rockville residents served
- 750 program participants surveyed
- 690 program participants satisfied with program services
- 4,250 clinic hours provided
- 5,500 patient visits
- 1,050 Rockville patient visits
- 1,000 patients referred to other medical services
- 300 patients referred to other human services

Projected Outcomes: Of all served:
- Initial: Clients gain access to basic services
  1,500 patients complete intake
  300 patients who receive information about or referral to other needed human services
  750 patients provided translation/interpretation services of those who require it
- Intermediate: Clients gain access to specialized services, as needed
EXHIBIT A
FY 2023 Human Services Grant
Scope of Program Services

Community Reach of Montgomery County, Inc.
Mansfield Kaseman Health Clinic, LLC

1,000 patients receive referrals to specialist providers

150 patients receive mental health counseling
1,350 patients receive anxiety/depression screening if applicable

- Long Term: Client’s health improves
  500 hypertensive patients whose blood pressure decreases
  250 diabetic patients whose HbA1c decreases

(End of Exhibit “A”)
EXHIBIT B
FY 2023 Human Services Grant
Disbursement of Grant Funds
Community Reach of Montgomery County, Inc.
Mansfield Kaseman Health Clinic, LLC

DISBURSEMENT & REPORTING PROCEDURES

DISBURSEMENT METHOD: Quarterly Reimbursement

The City agrees to disburse a quarterly payment to Grantee upon receipt of a request for funds and the report or reports due for the relevant reporting period. Each request must be made in writing on a form provided by the City.

Disbursement shall be made upon approval of the request by the Community Services Manager or designated City staff member. Once each invoice is processed, a payment will be made.

Invoices must be submitted concurrently with the report(s) from the quarter in question (including six-month or year-end report, when applicable), as shown in the schedule below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice</th>
<th>Report</th>
<th>Additional Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 15, 2022</td>
<td>Q1 Invoice*</td>
<td>Q1 Report</td>
<td></td>
</tr>
<tr>
<td>January 15, 2023</td>
<td>Q2 Invoice*</td>
<td>Q2 Report</td>
<td>Six-Month Report</td>
</tr>
<tr>
<td>April 15, 2023</td>
<td>Q3 Invoice*</td>
<td>Q3 Report</td>
<td></td>
</tr>
<tr>
<td>July 15, 2023</td>
<td>Q4 Invoice*</td>
<td>Q4 Report</td>
<td>Year-End Report</td>
</tr>
</tbody>
</table>

*Invoice will not be processed if not accompanied by the relevant report(s). If there are errors in the report(s), the invoice will not be processed until a corrected report is submitted.

(End of Exhibit “B”)
## HUMAN SERVICES GRANT APPLICATION - FY2023

**COMMUNITY REACH OF MONTGOMERY COUNTY**

### Organization Name:

**MANSFIELD KASEMAN HEALTH CLINIC**

### Program Name:

**MANSFIELD KASEMAN HEALTH CLINIC**

### Section F: PROGRAM BUDGET

1. Itemize the revenue and expenses in the budget for this program. See Attachment 7 for definitions of revenue and expense line items.

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>City Request FY 2023</th>
<th>Total Program Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 2023</td>
<td>Last Year FY 2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Current Yr. FY 2023</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Grant Year FY 2024*</td>
</tr>
<tr>
<td>1. Direct contributions (Include special events, net of direct costs)</td>
<td>110,414</td>
<td>270,630</td>
</tr>
<tr>
<td>2. Grants from foundations (Bld)</td>
<td>3,544</td>
<td>5,000</td>
</tr>
<tr>
<td>ADVENTIST HEALTHCARE</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>CAREFIRST FOUNDATION</td>
<td>0</td>
<td>50,000</td>
</tr>
<tr>
<td>OTHER NEW FOUNDATIONS</td>
<td>0</td>
<td>50,000</td>
</tr>
<tr>
<td>3. Grants &amp; contracts from government sources (Bld)</td>
<td>120,000</td>
<td>130,000</td>
</tr>
<tr>
<td>MONTGOMERY COUNTY</td>
<td>343,004</td>
<td>343,004</td>
</tr>
<tr>
<td>MONTGOMERY COUNTY including TESTING AND VACCINATION</td>
<td>625,150</td>
<td>284,180</td>
</tr>
<tr>
<td>STATE OF MD AND OTHER GOVERNMENT FUNDING</td>
<td>5,000</td>
<td>91,000</td>
</tr>
<tr>
<td>MEDICAID</td>
<td>5,000</td>
<td>6,000</td>
</tr>
<tr>
<td>4. Program fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. In-kind contributions (Reflect only items shown in expense lines below, and list by type, i.e., rent, personnel, etc.)</td>
<td>682,000</td>
<td>882,000</td>
</tr>
<tr>
<td>LABORATORY, PHARMACY AND MEDICAL TESTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PHYSICIANS AND OTHER MEDICAL PROFESSIONALS</td>
<td>180,300</td>
<td>180,300</td>
</tr>
<tr>
<td>BEHAVIORAL HEALTH SERVICES</td>
<td>110,680</td>
<td>110,680</td>
</tr>
<tr>
<td>ADMINISTRATIVE, LEGAL, SUPPLIES, AND OTHER DONATIONS</td>
<td>52,187</td>
<td>52,187</td>
</tr>
<tr>
<td>Other – specify</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Revenue without in-kind contributions (sum automatically)</td>
<td>1,230,803</td>
<td>1,300,302</td>
</tr>
<tr>
<td>8. Total revenue (sum automatically)</td>
<td>2,460,325</td>
<td>2,590,614</td>
</tr>
<tr>
<td></td>
<td>2,520,434</td>
<td></td>
</tr>
<tr>
<td>9. Personnel (salaries, benefits, taxes) (enumerate positions in FY 2023 City grant request below)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 1: NURSE PRACTITIONER</td>
<td>30,675</td>
<td>773,680</td>
</tr>
<tr>
<td>Position 2: REGISTERED NURSE AND LPN</td>
<td>41,184</td>
<td></td>
</tr>
<tr>
<td>Position 3: PMSOF 1/4/2020</td>
<td>10,649</td>
<td></td>
</tr>
<tr>
<td>Position 4: PATIENT SUPPORT SERVICES</td>
<td>13,104</td>
<td></td>
</tr>
<tr>
<td>10. Contractual contract services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Occupancy (rent, electricity, gas, etc.)</td>
<td>15,000</td>
<td>179,098</td>
</tr>
<tr>
<td>12. Supplies (enumerate consumables included in FY 2022 City grant request)</td>
<td>5,786</td>
<td>5,000</td>
</tr>
<tr>
<td>Supply 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Transportation/travel</td>
<td>3,288</td>
<td>7,039</td>
</tr>
<tr>
<td>14. Liability insurance</td>
<td>29,500</td>
<td>22,250</td>
</tr>
<tr>
<td>15. Rent/fixed equipment</td>
<td></td>
<td>24,000</td>
</tr>
<tr>
<td>16. Other direct expenses – specify:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. Value of in-kind contributions (sum automatically)</td>
<td>120,000</td>
<td>1,016,672</td>
</tr>
<tr>
<td>18. Depreciation (per cent for this program)</td>
<td>13,872</td>
<td>13,872</td>
</tr>
<tr>
<td>19. Other – specify: Other Program, Fundraising &amp; Mgmt exp</td>
<td>302,078</td>
<td>179,703</td>
</tr>
<tr>
<td>20. Expenses without in-kind contributions (sum automatically)</td>
<td>120,000</td>
<td>1,195,672</td>
</tr>
<tr>
<td>21. Total expense (sum automatically)</td>
<td>120,000</td>
<td>2,216,307</td>
</tr>
<tr>
<td>22. Excess deficit (calculates automatically)</td>
<td></td>
<td>828</td>
</tr>
</tbody>
</table>

*Projected

(End of Exhibit “C”)
EXHIBIT D

FY 2023 Human Services Grant
Insurance Requirements

Community Reach of Montgomery County, Inc.
Mansfield Kaseman Health Clinic, LLC

[To be provided by the City’s Risk Manager]

(End of Exhibit “D”)
CERTIFICATION OF HIPAA COMPLIANCE AND AUTHORITY TO DISCLOSE INFORMATION

The undersigned Grantee hereby certifies that it has fully complied with all applicable requirements of the HIPAA Privacy Regulations and any other applicable regulations regarding the privacy and confidentiality of the personal information of individuals who will be receiving Grant Services from the Grantee.

The undersigned Grantee further certifies that prior to receiving Grant Services from the Grantee, all individuals will sign a valid authorization that will remain in effect during the term of the Grant, which enables the Grantee to use or disclose the individual’s personal information for purposes of its operations and in order to provide Grant Services, obtain payment of Grant Funds, verify service utilization, provide necessary reports to the City, and satisfy all conditions to the Grant that may be established from time to time by the City.

GRANTEE (Organization Name):

______________________________________________________________ Date: _________________

By: ____________________________________________________________

Signature of Authorized Representative

______________________________________________________________

Printed Name

______________________________________________________________

Title

(End of Exhibit “E”)

21 | P a g e
THIS HUMAN SERVICES GRANT AGREEMENT (this “Agreement”) is entered into this 1st day of July 2022 (the “Effective Date”), by and between THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, a municipal corporation and body politic of the State of Maryland (the “Mayor and Council”), acting through its City Manager (the “City Manager”) and FAMILY SERVICES, INC., a Maryland nonstock corporation (the “Grantee”) (the Mayor and Council and the Grantee each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, the Mayor and Council annually provides grants to local nonprofit organizations that provide certain critical supportive services for Rockville residents, including, but not limited to, services that address homelessness, food and clothing insecurities, health care, youth development, and language and citizenship education; and

B. WHEREAS, the Grantee submitted one or more “City of Rockville FY 2023 Human Services Nonprofit Grant” applications (collectively, the “FY 2023 Human Services Grant Application”) requesting certain caregiver agency grant funds to support its Healthy Families Montgomery to address the risk of child abuse and neglect (the “Healthy Families Montgomery Program”); and

C. WHEREAS, on May 9, 2022, the Mayor and Council approved the City of Rockville Fiscal Year 2023 Budget (the “FY 2023 City Budget”), and authorized the City Manager to, among other things, provide certain caregiver agency grant funds to eligible nonprofit organizations listed in the FY 2023 City Budget; and

D. WHEREAS, the Mayor and Council, in reliance upon the representations and certifications contained in the Grantee’s FY 2023 Human Services Grant Application, including all supporting documents submitted therewith, approved and allocated a maximum amount of twenty-six thousand seven hundred fifty and 00/100 Dollars ($26,750.00) in caregiver agency grant funds to the Grantee in order to assist in the funding of the Healthy Families Montgomery Program, subject to the terms and conditions set forth in this Agreement.

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 June 30, 2023, unless extended or sooner terminated in accordance with Section 13 of this Agreement entitled “Termination”.

2. **Program Services.**
   a. The Grantee shall perform those services related to the implementation of the Healthy Families Montgomery Program (the “Program Services”) as specified in Exhibit A entitled “Scope of Program Services” which is attached hereto and incorporated herein.
   
   b. **Time of Performance.** The Grantee’s performance of the Program Services shall begin on the Effective Date and end on the 30th day of June 2023. 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, 2023, unless the City Manager grants an extension for good cause shown.
   
   c. **Performance Monitoring.** 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 Exhibit A. Substandard performance as determined by the City Manager or his designee shall constitute noncompliance with this Agreement.

3. **Fiscal Year 2023 Community Organization Grant Funds.**
   a. In consideration of the various obligations to be undertaken by the Grantee pursuant to this Agreement, including the performance of Program Services, the Mayor and Council agrees to provide the Grantee with certain caregiver agency grant funds in the maximum amount of twenty-six thousand seven hundred fifty and 00/100 Dollars ($26,750.00) (the “FY 2023 Human Services Grant”), to be used for the sole purpose of helping to fund the Program Services.
   
   b. In consideration for accepting the FY 2023 Human Services Grant from the Mayor and Council, the Grantee shall administer the Healthy Families Montgomery Program in a manner satisfactory to the City Manager and consistent with any standards required by all applicable federal, state and local rules and regulations.

4. **Disbursement of FY 2023 Human Services Grant Funds.** The City Manager or his designee will disburse FY 2023 Human Services Grant funds to the Grantee pursuant to the terms of this Agreement.
   a. On or about October 3, 2022, January 3, 2023, April 3, 2023, and June 30, 2023, the Grantee shall submit a request for the disbursement of FY 2023 Human Services Grant funds to the City Manager or his designee in order to help pay for certain eligible Program Services expenses related to the Healthy Families Montgomery Program (the “Program Expenses”). The Program Expenses for which a
disbursement of FY 2023 Human Services 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 2023 Human Services 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 2023 Human Services 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; or

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 2023 Human Services Grant funds.

c. The Grantee’s request for disbursement of FY 2023 Human Services 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 2023 Human Services Grant funds to the Grantee by the Mayor and Council under this Agreement shall be:

i. subject to the availability of sufficient funds in the FY 2023 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 Healthy Families Montgomery Program’s Budget, a copy of which is attached hereto as Exhibit C and incorporated herein, and in accordance with this Agreement.

f. All FY 2023 Human Services 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, 2023, shall be returned to the Mayor and Council by no later than July 15, 2023. All FY 2023 Human Services Grant funds that have not been approved and disbursed by the City Manager or his designee prior to August
9, 2023, shall remain with the Mayor and Council.

g. The Grantee shall not expend any FY 2023 Human Services 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 the Mayor and Council the FY 2023 Human Services 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 2023 Human Services Grant funds paid to the Grantee by the 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:

   i. Pay the subcontractor for the proportionate share of the total disbursement received from the 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. **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 the 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. **Insurance.** Prior to the execution of this Agreement, the Grantee shall obtain, at its own costs and expense, the policies set forth in Exhibit D 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. Quarterly Service Utilization Report. On October 17, 2022, January 17, 2023, and April 17, 2023, the Grantee shall provide the City Manager or his designee with a services utilization report (the “Quarterly Service Utilization Report”) in a manner and form to be determined by the City Manager or his designee. The Quarterly Service Utilization Report shall contain such information as the City Manager or his designee requests.

b. Interim Progress Report. Upon request by the City Manager or his designee, 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 Healthy Families Montgomery Program’s Budget, and benchmarks reached.

c. Final Report. On or about June 30, 2023, 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 any problems encountered in completing the Healthy Families Montgomery Program, and such other information as the City Manager or his designee requires.

d. 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, including but not limited to “customer satisfaction surveys.”


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 the 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. HIPAA Compliance.

a. To the extent applicable, the Grantee shall comply in all aspects with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and with any other applicable regulations, involving the privacy or confidentiality of the personal information of individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant. The Grantee shall be solely responsible for developing and implementing policies and procedures that comply with all of the requirements of HIPAA and such other applicable regulations, including, without limitation:

i. developing and distributing any required notice of privacy practices to individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant;

ii. developing, distributing, and obtaining from each of the individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant an authorization permitting the Grantee’s use and disclosure of such individuals’ personal information in the Quarterly Service Utilization Report, or any other reports that may be required from time to time by the City Manager or his designee;

iii. entering into appropriate agreements with any individuals, organizations, or entities that may be considered “business associates” within the meaning of HIPAA; and
iv. developing and implementing comprehensive policies and procedures that safeguard individual rights regarding the privacy of their personal information.

b. Prior to the initial disbursement of the FY 2023 Human Services Grant funds to the Grantee, the Grantee shall furnish the City Manager or his designee with an executed “Certification of HIPAA Compliance and Authority Disclosure Information,” a form of which is attached hereto as Exhibit E and incorporated herein.

11. City Acknowledgment. The Grantee shall acknowledge the support of the Mayor and Council, where appropriate, in written documents and informational materials regarding the Healthy Families Montgomery Program.

12. Representations and Warranties of the Grantee. The Grantee represents and warrants to the 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 the 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.

13. 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. 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 the Mayor and Council, the 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.

c. Termination for Unavailability of Funds. In the event of reduction, suspension, discontinuance or other unavailability of funds, the Mayor and Council unilaterally may take appropriate action(s) including, but not limited to, immediately reducing the maximum dollar amount of the FY 2023 Human Services Grant. The Mayor and Council shall give the Grantee no less than sixty (60) days’ advanced written notice of the action(s) the 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 the Mayor and Council any unused portion of the FY 2023 Human Services Grant, including interest accrued, except that the Grantee shall have no obligation to refund to the Mayor and Council any portion of the FY 2023 Human Services Grant expended as of the date of termination in accordance with the terms of this Agreement. Grantee shall also provide the Mayor and Council with a written report detailing the expenditures, if any, from the FY 2023 Human Services 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 2023 Human Services Grant that has not been spent in accordance with this Agreement.

ii. Upon termination, the Grantee shall immediately deliver to the 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 performed, 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 the 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 the Mayor and Council of its rights and remedies at law or in equity against the Grantee.


a. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Grantee 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: sferral@rockvillemd.gov

With a Copies to:
Robert DiSpirito, City Manager
Email: rdispirito@rockvillemd.gov
Robert E. Dawson, City Attorney
Email: rwdawson@rockvillemd.gov

To the Grantee:
Family Services
Jody Burghardt, Division Director, Children, Youth and Family Services
610 East Diamond Avenue, Suite 100
Gaithersburg, Maryland 20877
Attn: Jody Burghardt
Email: jody.burghardt@sheppardpratt.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.
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 the 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 the 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 2023 Human Services 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. The 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 the 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 the 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, the Mayor and Council, its employees, agents, successors and assigns against liability for any suits, actions or claims of any character arising from or related to the performance by the Grantee (or its officers, agents, employees, successors and assigns) of any of its right or obligations under this Agreement.

j. **Liability.** The Grantee releases the Mayor and Council, its employees and agents from, agrees that the Mayor and Council, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys’ fees, incurred by or asserted or imposed against the Mayor and Council, its employees and agents, as a result of or in connection with the Healthy Families Montgomery Program, except for the gross negligence or willful misconduct of the Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.

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 the 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, including the performance of Program Services, because of race, gender, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation, or age.

n. **Client Grievance.** The Grantee shall develop, implement, and maintain written policies and procedures that establish (a) a client grievance process, and (b) a process where clients are advised of their rights.
o. **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.

p. **Exhibits.** All Exhibits referred to in this Agreement are by such references fully incorporated herein.

q. **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

By: Robert DiSpirito, City Manager

Robert E. Dawson, City Attorney

ATTEST

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

FAMILY SERVICES, INC., a Maryland nonstock corporation, as Grantee

By: ________________________________
Name: ______________________________
Title: ______________________________

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of ____________, 2022, 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: ______________
Healthy Families Montgomery - $26,750

PROGRAM SERVICES

Healthy Families Montgomery – Established in 1996 by Family Services, Inc., this program provides home-based services to first-time mothers who are at high risk for child abuse and neglect. Beginning in the prenatal months, families receive regular home visits that provide education in parenting skills, early childhood development, and health and safety issues, along with referrals to health and other community resources.

Scope of Service:
- Comprehensive assessment
- Home visiting
- Child development education
- Family goal planning

PERFORMANCE MEASURES

Projected Output:
- 120 unduplicated number of people served
- 20 unduplicated number of Rockville residents served
- 60 program participants surveyed
- 60 program participants satisfied with program services
- 121 families served
- 24 Rockville resident families served
- 121 parents served
- 12 Rockville resident parents served

Projected Outcomes: Of all served:
- Initial: Families are linked to needed services
  113 families complete intake/assessment
  45 clients receive assistance in healthcare/health insurance enrollment
  340 clients receive referrals to other human services
  120 children, two mos. or older have primary health care providers
  63 children are on schedule for immunizations throughout enrollment
  121 mothers have identified a medical home
- Intermediate: Families demonstrate improved self-sufficiency
  67 clients obtain or maintain employment
  67 clients obtain or maintain stable housing
EXHIBIT A
FY 2023 Human Services Grant
Scope of Program Services
Family Services, Inc.
Healthy Families Montgomery Program

76 clients enroll to receive human service benefits

- Long Term: Family home is safe and children are screened for developmental milestones
  - 101 families with no reported incidents of neglect
  - 101 families with no reported incidents of abuse
  - 120 children who demonstrate normal development
  - 67 parents with an adequate knowledge of child safety
  - 45 parents with an adequate knowledge of child development
  - 120 children developing typically according to the ASQ, or are receiving appropriate services

(End of Exhibit “A”)
EXHIBIT B
FY 2023 Human Services Grant
Disbursement of Grant Funds
Family Services, Inc.
Healthy Families Montgomery Program

DISBURSEMENT & REPORTING PROCEDURES

DISBURSEMENT METHOD: Quarterly Reimbursement

The City agrees to disburse a quarterly payment to Grantee upon receipt of a request for funds and the report or reports due for the relevant reporting period. Each request must be made in writing on a form provided by the City.

Disbursement shall be made upon approval of the request by the Community Services Manager or designated City staff member. Once each invoice is processed, a payment will be made.

Invoices must be submitted concurrently with the report(s) from the quarter in question (including six-month or year-end report, when applicable), as shown in the schedule below:

<table>
<thead>
<tr>
<th>October 15, 2022</th>
<th>Q1 Invoice*</th>
<th>Q1 Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 15, 2023</td>
<td>Q2 Invoice*</td>
<td>Q2 Report</td>
</tr>
<tr>
<td>April 15, 2023</td>
<td>Q3 Invoice*</td>
<td>Q3 Report</td>
</tr>
<tr>
<td>July 15, 2023</td>
<td>Q4 Invoice*</td>
<td>Q4 Report</td>
</tr>
</tbody>
</table>

*Invoice will not be processed if not accompanied by the relevant report(s). If there are errors in the report(s), the invoice will not be processed until a corrected report is submitted.

(End of Exhibit “B”)
EXHIBIT C  
FY 2023 Human Services Grant  
Program Budget  
Family Services, Inc.  
Healthy Families Montgomery Program

HUMAN SERVICES GRANT APPLICATION - FY2023  
Organization Name: Family Services, Inc.  
Program Name: Healthy Families Montgomery

Section F: PROGRAM BUDGET  
1. Itemize the revenue and expenses in the budget for this program. See Attachment 2 for definitions of revenue and expense line items.

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>City Request FY 2023</th>
<th>Last Year FY 2021</th>
<th>Current Yr FY 2022*</th>
<th>Grant Year FY2023*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Contributions (include special events, net of direct costs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grants from foundations (list)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cafritz Foundation</td>
<td>20,000</td>
<td>20,000</td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>William Abell Foundation</td>
<td>7,000</td>
<td>10,000</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Clark Wincholke Foundation</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Other Grants and Support</td>
<td>19,000</td>
<td>2,075</td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>Grants &amp; contracts from government sources (list)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Rockville</td>
<td>30,000</td>
<td>21,000</td>
<td>25,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Montgomery County DHHS</td>
<td>508,694</td>
<td>866,854</td>
<td>880,303</td>
<td></td>
</tr>
<tr>
<td>Montgomery County Collaboration Council</td>
<td>170,208</td>
<td>170,208</td>
<td>170,208</td>
<td></td>
</tr>
<tr>
<td>City of Rockville Supplemental Funds</td>
<td>5,000</td>
<td>9</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Program fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In-kind contributions (Reflect only items shown in expense lines below and list by type i.e., rent, personnel, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Other - specify</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Revenue without in-kind contributions (sums automatically)</td>
<td>856,181</td>
<td>907,915</td>
<td>931,579</td>
<td></td>
</tr>
<tr>
<td>8. Total revenue (sums automatically)</td>
<td>30,000</td>
<td>650,181</td>
<td>607,915</td>
<td>631,579</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel (salaries, benefits, taxes) (enumerate positions included in FY 2022 City grant request below)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 1: Part-Time</td>
<td>9,316</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 2: Part-Time</td>
<td>7,977</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 3: Data Specialist Part-Time</td>
<td>4,813</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 4:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Consultants/contract services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Occupancy costs, electricity, gas, etc</td>
<td>57,540</td>
<td>56,841</td>
<td>59,000</td>
<td></td>
</tr>
<tr>
<td>12. Consumable supplies (enumerate consumables included in FY 2022 City grant request)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Transportation/travel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Liability insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Rent or lease of equipment</td>
<td>2,000</td>
<td>2,000</td>
<td>3,000</td>
<td></td>
</tr>
<tr>
<td>17. Other direct supplies - specify, training, recruit, accredited fees</td>
<td>22,061</td>
<td>18,304</td>
<td>8,833</td>
<td></td>
</tr>
<tr>
<td>18. Value of in-kind contributions (sums automatically)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Depreciation (projected share for this program)</td>
<td>15,000</td>
<td>15,000</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>20. Other - specify, Administrative Support</td>
<td>2,000</td>
<td>118,811</td>
<td>101,177</td>
<td>108,974</td>
</tr>
<tr>
<td>21. Expenses without in-kind contributions (sums automatically)</td>
<td>30,000</td>
<td>856,181</td>
<td>907,915</td>
<td>931,579</td>
</tr>
<tr>
<td>22. Total expenses (sums automatically)</td>
<td>30,000</td>
<td>650,181</td>
<td>607,915</td>
<td>631,579</td>
</tr>
</tbody>
</table>

* Projected

This budget to be modified by grantee to reflect awarded amount, not requested amount

(End of Exhibit “C”)
EXHIBIT D
FY 2023 Human Services Grant
Insurance Requirements

Family Services, Inc.
Healthy Families Montgomery Program

[To be provided by the City’s Risk Manager]

(End of Exhibit “D”)
EXHIBIT E
FY 2023 Human Services Grant
Certification of HIPAA Compliance and Authority Disclosure Information

Family Services, Inc.
Healthy Families Montgomery Program

CERTIFICATION OF HIPAA COMPLIANCE AND AUTHORITY TO DISCLOSE INFORMATION

The undersigned Grantee hereby certifies that it has fully complied with all applicable requirements of the HIPAA Privacy Regulations and any other applicable regulations regarding the privacy and confidentiality of the personal information of individuals who will be receiving Grant Services from the Grantee.

The undersigned Grantee further certifies that prior to receiving Grant Services from the Grantee, all individuals will sign a valid authorization that will remain in effect during the term of the Grant, which enables the Grantee to use or disclose the individual’s personal information for purposes of its operations and in order to provide Grant Services, obtain payment of Grant Funds, verify service utilization, provide necessary reports to the City, and satisfy all conditions to the Grant that may be established from time to time by the City.

GRANTEE (Organization Name):

__________________________________________________________________________  Date: ______________________

By:  _____________________________________________________________________________

Signature of Authorized Representative

__________________________________________________________________________

Printed Name

__________________________________________________________________________

Title

(End of Exhibit “E”)
THIS HUMAN SERVICES GRANT AGREEMENT (this “Agreement”) is entered into this 1st day of July 2022 (the “Effective Date”), by and between THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, a municipal corporation and body politic of the State of Maryland (the “Mayor and Council”), acting through its City Manager (the “City Manager”) and INTERFAITH WORKS, INC., a Maryland nonstock corporation (the “Grantee”) (the Mayor and Council and the Grantee each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, the Mayor and Council annually provides grants to local nonprofit organizations that provide certain critical supportive services for Rockville residents, including, but not limited to, services that address homelessness, food and clothing insecurities, health care, youth development, and language and citizenship education; and

B. WHEREAS, the Grantee submitted one or more “City of Rockville FY 2023 Human Services Nonprofit Grant” applications (collectively, the “FY 2023 Human Services Grant Application”) requesting certain caregiver agency grant funds to support its Interfaith Works Women’s Center and Interfaith Clothing Center that address community members’ accessing basic needs (the “Interfaith Works Women’s Center and Interfaith Clothing Center Programs”); and

C. WHEREAS, on May 9, 2022, the Mayor and Council approved the City of Rockville Fiscal Year 2023 Budget (the “FY 2023 City Budget”), and authorized the City Manager to, among other things, provide certain caregiver agency grant funds to eligible nonprofit organizations listed in the FY 2023 City Budget; and

D. WHEREAS, the Mayor and Council, in reliance upon the representations and certifications contained in the Grantee’s FY 2023 Human Services Grant Application, including all supporting documents submitted therewith, approved and allocated a maximum amount of Ninety Four thousand Nine Hundred Forty and 00/100 Dollars ($94,940.00) in caregiver agency grant funds to the Grantee in order to assist in the funding of the Interfaith Works Women’s Center and Interfaith Clothing Center Programs, subject to the terms and conditions set forth in this Agreement.

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:

1 | Page
AGREEMENT

1. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date, and shall expire on June 30, 2023, unless extended or sooner terminated in accordance with Section 13 of this Agreement entitled “Termination”.

2. **Program Services.**
   a. The Grantee shall perform those services related to the implementation of the Interfaith Works Women’s Center and Interfaith Clothing Center Programs (the “Program Services”) as specified in Exhibit A entitled “Scope of Program Services” which is attached hereto and incorporated herein.
   b. **Time of Performance.** The Grantee’s performance of the Program Services shall begin on the Effective Date and end on the 30th day of June 2023. 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, 2023, unless the City Manager grants an extension for good cause shown.
   c. **Performance Monitoring.** 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 Exhibit A. Substandard performance as determined by the City Manager or his designee shall constitute noncompliance with this Agreement.

3. **Fiscal Year 2023 Community Organization Grant Funds.**
   a. In consideration of the various obligations to be undertaken by the Grantee pursuant to this Agreement, including the performance of Program Services, the Mayor and Council agrees to provide the Grantee with certain caregiver agency grant funds in the maximum amount of Ninety Four thousand Nine Hundred Forty and 00/100 Dollars ($94,940.00) (the “FY 2023 Human Services Grant”), to be used for the sole purpose of helping to fund the Program Services.
   b. In consideration for accepting the FY 2023 Human Services Grant from the Mayor and Council, the Grantee shall administer the Interfaith Works Women’s Center and Interfaith Clothing Center Programs in a manner satisfactory to the City Manager and consistent with any standards required by all applicable federal, state and local rules and regulations.

4. **Disbursement of FY 2023 Human Services Grant Funds.** The City Manager or his designee will disburse FY 2023 Human Services Grant funds to the Grantee pursuant to the terms of this Agreement.
   a. On or about October 3, 2022, January 3, 2023, April 3, 2023, and June 30, 2023, the Grantee shall submit a request for the disbursement of FY 2023 Human Services funds...
Grant funds to the City Manager or his designee in order to help pay for certain eligible Program Services expenses related to the Interfaith Works Women’s Center and Interfaith Clothing Center Programs (the “Program Expenses”). The Program Expenses for which a disbursement of FY 2023 Human Services 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 2023 Human Services 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 2023 Human Services 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; or

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 2023 Human Services Grant funds.

c. The Grantee’s request for disbursement of FY 2023 Human Services 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 2023 Human Services Grant funds to the Grantee by the Mayor and Council under this Agreement shall be:

i. subject to the availability of sufficient funds in the FY 2023 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 Interfaith Works Women’s Center and Interfaith Clothing Center Programs’ Budgets, a copy of which is attached hereto as Exhibit C and incorporated herein, and in accordance with this Agreement.

f. All FY 2023 Human Services 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, 2023, shall be returned to the Mayor and Council by no later than July 15, 2023. All FY 2023 Human Services Grant funds that have not been approved and disbursed by the City Manager or his designee prior to August 9, 2023, shall remain with the Mayor and Council.

g. The Grantee shall not expend any FY 2023 Human Services 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 the Mayor and Council the FY 2023 Human Services 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 2023 Human Services Grant funds paid to the Grantee by the 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:

i. Pay the subcontractor for the proportionate share of the total disbursement received from the 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. **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 the 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. **Insurance.** Prior to the execution of this Agreement, the Grantee shall obtain, at its own costs and expense, the policies set forth in **Exhibit D** 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. **Quarterly Service Utilization Report.** On October 17, 2022, January 17, 2023, and April 17, 2023, the Grantee shall provide the City Manager or his designee with a services utilization report (the “**Quarterly Service Utilization Report**”) in a manner and form to be determined by the City Manager or his designee. The Quarterly Service Utilization Report shall contain such information as the City Manager or his designee requests.

   b. **Interim Progress Report.** Upon request by the City Manager or his designee, 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 Interfaith Works Women’s Center and Interfaith Clothing Center Programs’ Budgets, and benchmarks reached.

   c. **Final Report.** On or about June 30, 2023, 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 any problems encountered in completing the Interfaith Works Women’s Center and Interfaith Clothing Center Programs, and such other information as the City Manager or his designee requires.

   d. 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, including but not limited to “customer satisfaction surveys.”

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 the 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. HIPAA Compliance.

a. To the extent applicable, the Grantee shall comply in all aspects with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and with any other applicable regulations, involving the privacy or confidentiality of the personal information of individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant. The Grantee shall be solely responsible for developing and implementing policies and procedures that comply with all of the requirements of HIPAA and such other applicable regulations, including, without limitation:

i. developing and distributing any required notice of privacy practices to individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant;

ii. developing, distributing, and obtaining from each of the individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant an authorization permitting the Grantee’s use and disclosure of such individuals’ personal information in the Quarterly Service Utilization Report, or any other reports that may be required from time to time by the City Manager or his designee;

iii. entering into appropriate agreements with any individuals, organizations, or
entities that may be considered “business associates” within the meaning of HIPAA; and

iv. developing and implementing comprehensive policies and procedures that safeguard individual rights regarding the privacy of their personal information.

b. Prior to the initial disbursement of the FY 2023 Human Services Grant funds to the Grantee, the Grantee shall furnish the City Manager or his designee with an executed “Certification of HIPAA Compliance and Authority Disclosure Information,” a form of which is attached hereto as Exhibit E and incorporated herein.

11. **City Acknowledgment.** The Grantee shall acknowledge the support of the Mayor and Council, where appropriate, in written documents and informational materials regarding the Interfaith Works Women’s Center and Interfaith Clothing Center Programs.

12. **Representations and Warranties of the Grantee.** The Grantee represents and warrants to the 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 the 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.

13. **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.** 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 the Mayor and Council, the 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.

c. **Termination for Unavailability of Funds.** In the event of reduction, suspension, discontinuance or other unavailability of funds, the Mayor and Council unilaterally may take appropriate action(s) including, but not limited to, immediately reducing the maximum dollar amount of the FY 2023 Human Services Grant. The Mayor and Council shall give the Grantee no less than sixty (60) days’ advanced written notice of the action(s) the 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 the Mayor and Council any unused portion of the FY 2023 Human Services Grant, including interest accrued, except that the Grantee shall have no obligation to refund to the Mayor and Council any portion of the FY 2023 Human Services Grant expended as of the date of termination in accordance with the terms of this Agreement. Grantee shall also provide the Mayor and Council with a written report detailing the expenditures, if any, from the FY 2023 Human Services 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 2023 Human Services Grant that has not been spent in accordance with this Agreement.

   ii. Upon termination, the Grantee shall immediately deliver to the 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.
Agreement.

e. The City Manager is authorized to terminate this Agreement on the 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 the Mayor and Council of its rights and remedies at law or in equity against the Grantee.


a. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Grantee 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: sferrell@rockvillemd.gov

With a Copies to: Robert DiSpirito, City Manager
Email: rdispirito@rockvillemd.gov

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

To the Grantee: Interfaith Works, Inc.
Courtney Hall, Chief Executive Officer
114 West Montgomery Avenue
Rockville, Maryland 20850
Attn: Courtney Hall
Email: chall@iworksmc.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 the 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 the 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 2023 Human Services 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. The 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 the 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 the 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, the Mayor and Council, its employees, agents, successors and assigns against liability for any suits, actions or claims of any character arising from or related to the performance by the Grantee (or its officers, agents, employees, successors and assigns) of any of it right or obligations under this Agreement.

j. **Liability.** The Grantee releases the Mayor and Council, its employees and agents from, agrees that the Mayor and Council, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys’ fees, incurred by or asserted or imposed against the Mayor and Council, its employees and agents, as a result of or in connection with the Interfaith Works Women’s Center and Interfaith Clothing Center Programs, except for the gross negligence or willful misconduct of the Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.

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 the 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, including the performance of Program Services, because of race, gender, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation, or age.
n. **Client Grievance.** The Grantee shall develop, implement, and maintain written policies and procedures that establish (a) a client grievance process, and (b) a process where clients are advised of their rights.

o. **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.

p. **Exhibits.** All Exhibits referred to in this Agreement are by such references fully incorporated herein.

q. **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

By: _______________________ _______
Robert E. Dawson, City Attorney

By: _______________________ _______
Robert DiSpirito, City Manager

ATTEST

By: _______________________ _______
Sara Taylor-Ferrell, City Clerk / Director of Council Operations
GRANTEE

INTERFAITH WORKS, INC., a Maryland nonstock corporation, as Grantee

By: ____________________________
Name: __________________________
Title: __________________________

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of ____________, 2022, 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
FY 2023 Human Services Grant
Scope of Program Services
Interfaith Works Women’s Center and Interfaith Clothing Center Programs
Interfaith Works, Inc.

Interfaith Works Women’s Center - $44,940

PROGRAM SERVICES

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 in two locations for 70 single women to address their needs for housing and access to community services. Services are: on-site case management, housing location assistance, vocational assistance, legal aid, and life skills as well as health and mental health services which are co-located.

Scope of Service:
- emergency shelter
- case management
- housing location
- therapeutic/education groups
- vocational services

PERFORMANCE MEASURES

Projected Output:
- 280 unduplicated number of people served
- 20 unduplicated number of Rockville residents served
- 200 program participants surveyed
- 170 program participants satisfied with program services
- 25,550 bed nights provided
- 10,929 bed nights provided to Rockville residents
- 67,650 meals provided
- 32,787 meals provided to Rockville residents
- 7,800 case management hours provided
- 560 case management hours provided to Rockville residents

Projected Outcomes: Of all served:
- Initial: Clients receive emergency food and shelter
  280 complete intake/assessment
- Intermediate: Clients gain access to needed services
  266 clients engage in case management
EXHIBIT A
FY 2023 Human Services Grant
Scope of Program Services
Interfaith Works Women’s Center and Interfaith Clothing Center Programs
Interfaith Works, Inc.

266 clients complete housing assessment
200 clients receive referrals to needed services
250 clients agree to a service plan in the first 30 days of services
28 clients obtain employment or increase income

• Long-term: Clients move to more permanent/stable housing
  112 move to more stable housing
Interfaith Clothing Center - $50,000

PROGRAM SERVICES

Interfaith Clothing Center—Established in 1965, this 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.

Scope of Service:
- Clothing and goods distribution
- Layette and backpack distribution program
- IW Connections Outreach (resources and emergency assistance)
- HUB food distribution

PERFORMANCE MEASURES

Projected Output:
- 8,000 unduplicated number of people served
- 410 unduplicated number of Rockville residents served
- 800 program participants surveyed
- 750 program participants satisfied with program services
- 8,000 visits by Montgomery County residents
- 500 visits by Rockville residents
- $3,000,000.00 in goods distributed
- 1,400 clients referred to other services
- 80 Rockville residents referred to other services

Projected Outcomes: Of all served:
- Initial: Clients receive clothing and other household items
  1,100 clients complete intake/assessment
- Intermediate: Clients gain access to needed services
  850 use program’s services more than once
  850 clients who receive referrals to or information about other needed services
EXHIBIT A
FY 2023 Human Services Grant
Scope of Program Services
Interfaith Works Women’s Center and Interfaith Clothing Center Programs
Interfaith Works, Inc.

- Long-term: Clients’ financial difficulty is alleviated
  700 reported that they saved money to spend on other basic needs

(End of Exhibit “A”)
EXHIBIT B
FY 2023 Human Services Grant
Disbursement of Grant Funds
Interfaith Works Women’s Center and Interfaith Clothing Center Programs
Interfaith Works, Inc.

DISBURSEMENT & REPORTING PROCEDURES

DISBURSEMENT METHOD: Quarterly Reimbursement

The City agrees to disburse a quarterly payment to Grantee upon receipt of a request for funds and the report or reports due for the relevant reporting period. Each request must be made in writing on a form provided by the City.

Disbursement shall be made upon approval of the request by the Community Services Manager or designated City staff member. Once each invoice is processed, a payment will be made.

Invoices must be submitted concurrently with the report(s) from the quarter in question (including six-month or year-end report, when applicable), as shown in the schedule below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice*</th>
<th>Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 15, 2022</td>
<td>Q1</td>
<td>Q1</td>
</tr>
<tr>
<td>January 15, 2023</td>
<td>Q2</td>
<td>Q2</td>
</tr>
<tr>
<td>April 15, 2023</td>
<td>Q3</td>
<td>Q3</td>
</tr>
<tr>
<td>July 15, 2023</td>
<td>Q4</td>
<td>Q4</td>
</tr>
</tbody>
</table>

*Invoice will not be processed if not accompanied by the relevant report(s). If there are errors in the report(s), the invoice will not be processed until a corrected report is submitted.

(End of Exhibit “B”)
EXHIBIT C
FY 2023 Human Services Grant
Program Budget
Interfaith Works Women’s Center and Interfaith Clothing Center Programs
Interfaith Works, Inc.

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**HUMAN SERVICES GRANT APPLICATION - FY2023**

| Organization Name: Interfaith Works |
| Program Name: Interfaith Works Women’s Center |

### Section F: PROGRAM BUDGET

1. Itemize the revenue and expenses in the budget for this program. See Attachment 2 for definitions of revenue and expense line items.

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>FY 2023</th>
<th>Last Year FY 2021</th>
<th>Current Year FY 2022*</th>
<th>Grant Year FY2023*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Direct contributions (include special events, net of direct costs)</td>
<td>11,761</td>
<td>10,763</td>
<td>11,408</td>
<td></td>
</tr>
<tr>
<td>2. Grants from foundations (list)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Various private and corporate foundations</td>
<td></td>
<td></td>
<td>35,000</td>
<td>37,100</td>
</tr>
<tr>
<td>3. Grants &amp; contracts from government sources (list)</td>
<td>60,000</td>
<td>40,000</td>
<td>40,000</td>
<td>60,000</td>
</tr>
<tr>
<td>City of Rockville</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Montgomery County</td>
<td>1,045,071</td>
<td>1,076,112</td>
<td>1,531,007</td>
<td></td>
</tr>
<tr>
<td>State of Maryland</td>
<td>1,500</td>
<td>1,500</td>
<td>1,500</td>
<td></td>
</tr>
<tr>
<td>Federal Emergency Food &amp; Shelter</td>
<td>11,000</td>
<td>4,000</td>
<td>4,000</td>
<td></td>
</tr>
<tr>
<td>4. Program fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. In-kind contributions (reflect only items shown in expense lines below, and list by type, i.e., rent, personnel, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Volunteer Services</td>
<td>603,351</td>
<td>696,518</td>
<td>730,399</td>
<td></td>
</tr>
<tr>
<td>Goods</td>
<td>80,229</td>
<td>84,249</td>
<td>89,294</td>
<td></td>
</tr>
<tr>
<td>Food &amp; Meals</td>
<td>203,043</td>
<td>250,272</td>
<td>281,210</td>
<td></td>
</tr>
<tr>
<td>6. Other - specify:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Revenue without in-kind contributions (sums automatically)</td>
<td>1,113,822</td>
<td>1,167,370</td>
<td>1,465,015</td>
<td></td>
</tr>
<tr>
<td>8. Total revenue (sums automatically)</td>
<td>60,000</td>
<td>2,107,842</td>
<td>2,213,400</td>
<td>2,763,835</td>
</tr>
</tbody>
</table>

### Expenses

9. Personnel (salaries, benefits, taxes) (enumerate positions included in FY 2023 City grant request below)

| Position 1 |
| Position 2 |
| Position 3 |
| Position 4 |

10. Contract/contract services | 14,000 | 100,000 |

11. Occupancy (rent, electricity, gas, etc.) |   |   |   |

12. Consumable supplies (enumerate consumables included in FY 2023 City grant request)

Supply 1: Laundry soap, PPE, cleaning supplies, paper products | 9,000 |   |   |
Supply 2: Client assistance | 0,000 |   |   |

13. Transportation/travel | 2,000 | 2,856 | 3,500 | 3,710 |

14. Liability insurance | 20,000 | 20,000 | 27,356 |

15. Rent/lease of equipment | 12,000 | 12,000 | 12,000 |

16. Other direct expenses - specify Phone & Internet Service | 11,100 | 7,620 | 8,404 |

17. Value of in-kind contributions (sums automatically) | 995,229 | 1,096,030 | 1,108,818 |

18. Depreciation (projected share for this program) |   |   |   |

19. Other - specify: |   |   |   |

20. Expense without in-kind contributions (sums automatically) | 80,000 | 40,015 | 785,566 | 1,212,060 |

21. Total expenses (sums automatically) | 60,000 | 1,037,135 | 1,832,586 | 2,320,878 |

22. Excess/(deficit) (calculated automatically) | 0 | 1,060,007 | 380,020 | 432,955 |

* Projected

This budget to be modified by grantee to reflect awarded amount, not requested amount

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## Section F: PROGRAM BUDGET

1. Itemize the revenue and expenses in the budget for this program. See Attachment 7 for definitions of revenue and expense line items.

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>City Request FY2023</th>
<th>Last Year FY2022</th>
<th>Current Yr. FY2023</th>
<th>Grant Year FY2024</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Direct contributions (include special events, set of direct costs)</td>
<td>24,139</td>
<td>31,319</td>
<td>33,198</td>
<td></td>
</tr>
<tr>
<td>2. Grants from foundations (net)</td>
<td>10,202</td>
<td>43,444</td>
<td>49,944</td>
<td></td>
</tr>
<tr>
<td>Various private and corporate donors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Grants &amp; contracts from government sources (net)</td>
<td>60,000</td>
<td>35,000</td>
<td>47,000</td>
<td>50,000</td>
</tr>
<tr>
<td>City of Rockville</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Montgomery County and other municipalities</td>
<td>110,094</td>
<td>110,094</td>
<td>123,094</td>
<td></td>
</tr>
<tr>
<td>4. Program fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. In-kind contributions (Reflect only items shown in expense lines below, and the by type, i.e., rent, personnel, etc.)</td>
<td>14,204</td>
<td>10,000</td>
<td>10,800</td>
<td></td>
</tr>
<tr>
<td>Donated Goods</td>
<td>6,004,400</td>
<td>5,610,340</td>
<td>6,940,900</td>
<td></td>
</tr>
<tr>
<td>Donated Facilities</td>
<td>123,094</td>
<td>123,094</td>
<td>123,094</td>
<td></td>
</tr>
<tr>
<td>Volunteers</td>
<td>92,048</td>
<td>92,048</td>
<td>92,048</td>
<td></td>
</tr>
<tr>
<td>6. Other – specify</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Revenue without in-kind contributions (sums automatically)</td>
<td>198,704</td>
<td>247,757</td>
<td>292,501</td>
<td></td>
</tr>
<tr>
<td>8. Total revenue (sums automatically)</td>
<td>50,000</td>
<td>5,000,000</td>
<td>5,091,882</td>
<td>6,955,751</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Personnel (salaries, benefits, taxes) (enumerate positions included in FY 2022 City grant request below)</td>
<td>283,936</td>
<td>283,936</td>
<td>301,038</td>
<td></td>
</tr>
<tr>
<td>Position 1: Service/ Volunteer Coordinator</td>
<td>24,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 2: Program Support Staff</td>
<td>17,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 3:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 4:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Consultant/contract services</td>
<td>3,491</td>
<td>4,437</td>
<td>4,703</td>
<td></td>
</tr>
<tr>
<td>11. Occupancy (rent, electricity, gas, etc.)</td>
<td>8,941</td>
<td>11,600</td>
<td>11,090</td>
<td></td>
</tr>
<tr>
<td>12. Consumable supplies (enumerate consumables included in FY 2022 City grant request)</td>
<td>12,790</td>
<td>12,790</td>
<td>12,790</td>
<td></td>
</tr>
<tr>
<td>Supply 1: Building and Office Supplies</td>
<td>8,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply 2:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Transportation/travel</td>
<td>7,380</td>
<td>5,000</td>
<td>5,330</td>
<td></td>
</tr>
<tr>
<td>14. Liability insurance</td>
<td>2,176</td>
<td>3,458</td>
<td>11,111</td>
<td></td>
</tr>
<tr>
<td>15. Maintenance of equipment</td>
<td>25,467</td>
<td>14,769</td>
<td>14,961</td>
<td></td>
</tr>
<tr>
<td>16. Other direct expenses – specify: Phone/ Internet Service</td>
<td>8,240</td>
<td>3,808</td>
<td>4,032</td>
<td></td>
</tr>
<tr>
<td>17. Value of in-kind contributions (sums automatically)</td>
<td>8,788,318</td>
<td>8,314,105</td>
<td>8,802,905</td>
<td></td>
</tr>
<tr>
<td>18. Depreciation (depreciation share for this program)</td>
<td>3,073</td>
<td>3,488</td>
<td>3,607</td>
<td></td>
</tr>
<tr>
<td>19. Other – specify</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. Expenses without in-kind contributions (sums automatically)</td>
<td>50,000</td>
<td>327,489</td>
<td>330,237</td>
<td>305,215</td>
</tr>
<tr>
<td>21. Total expenses (sums automatically)</td>
<td>50,000</td>
<td>6,066,785</td>
<td>8,052,942</td>
<td>7,056,165</td>
</tr>
<tr>
<td>22. Excess/deficit (calculates automatically)</td>
<td>0</td>
<td>-127,765</td>
<td>-90,480</td>
<td>-102,414</td>
</tr>
</tbody>
</table>

*Projected

This budget to be modified by grantee to reflect awarded amount, not requested amount

*(End of Exhibit “C”)*
EXHIBIT D
FY 2023 Human Services Grant
Insurance Requirements
Interfaith Works Women’s Center and Interfaith Clothing Center Programs
Interfaith Works, Inc.

[To be provided by the City’s Risk Manager]

(End of Exhibit “D”)
CERTIFICATION OF HIPAA COMPLIANCE AND AUTHORITY TO DISCLOSE INFORMATION

The undersigned Grantee hereby certifies that it has fully complied with all applicable requirements of the HIPAA Privacy Regulations and any other applicable regulations regarding the privacy and confidentiality of the personal information of individuals who will be receiving Grant Services from the Grantee.

The undersigned Grantee further certifies that prior to receiving Grant Services from the Grantee, all individuals will sign a valid authorization that will remain in effect during the term of the Grant, which enables the Grantee to use or disclose the individual’s personal information for purposes of its operations and in order to provide Grant Services, obtain payment of Grant Funds, verify service utilization, provide necessary reports to the City, and satisfy all conditions to the Grant that may be established from time to time by the City.

GRANTEE (Organization Name):

__________________________________________  Date:  _________________

By:   _________________________________________________________

Signature of Authorized Representative

_________________________________________________________

Printed Name

_________________________________________________________

Title

(End of Exhibit “E”)
CITY OF ROCKVILLE, MARYLAND
HUMAN SERVICES GRANT AGREEMENT

THIS HUMAN SERVICES GRANT AGREEMENT (this “Agreement”) is entered into this 1st day of July 2022 (the “Effective Date”), by and between THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, a municipal corporation and body politic of the State of Maryland (the “Mayor and Council”), acting through its City Manager (the “City Manager”) and KOREAN COMMUNITY SERVICE CENTER OF GREATER WASHINGTON, INC., a District of Columbia nonstock corporation (the “Grantee”) (the Mayor and Council and the Grantee each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, the Mayor and Council annually provides grants to local nonprofit organizations that provide certain critical supportive services for Rockville residents, including, but not limited to, services that address homelessness, food and clothing insecurities, health care, youth development, and language and citizenship education; and

B. WHEREAS, the Grantee submitted one or more “City of Rockville FY 2023 Human Services Nonprofit Grant” applications (collectively, the “FY 2023 Human Services Grant Application”) requesting certain caregiver agency grant funds to support its Comprehensive Community Empowerment Project to address access to human services (the “Comprehensive Community Empowerment Project Program”); and

C. WHEREAS, on May 9, 2022, the Mayor and Council approved the City of Rockville Fiscal Year 2023 Budget (the “FY 2023 City Budget”), and authorized the City Manager to, among other things, provide certain caregiver agency grant funds to eligible nonprofit organizations listed in the FY 2023 City Budget; and

D. WHEREAS, the Mayor and Council, in reliance upon the representations and certifications contained in the Grantee’s FY 2023 Human Services Grant Application, including all supporting documents submitted therewith, approved and allocated a maximum amount of Ten Thousand and 00/100 Dollars ($10,000.00) in caregiver agency grant funds to the Grantee in order to assist in the funding of the Comprehensive Community Empowerment Project Program, subject to the terms and conditions set forth in this Agreement.

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 June 30, 2023, unless extended or sooner terminated in accordance with Section 13 of this Agreement entitled “Termination”.

2. **Program Services.**
   
a. The Grantee shall perform those services related to the implementation of the Comprehensive Community Empowerment Project Program (the “Program Services”) as specified in **Exhibit A** entitled “Scope of Program Services” which is attached hereto and incorporated herein.

b. **Time of Performance.** The Grantee’s performance of the Program Services shall begin on the Effective Date and end on the 30th day of June 2023. 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, 2023, unless the City Manager grants an extension for good cause shown.

c. **Performance Monitoring.** 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 **Exhibit A**. Substandard performance as determined by the City Manager or his designee shall constitute noncompliance with this Agreement.

3. **Fiscal Year 2023 Community Organization Grant Funds.**
   
a. In consideration of the various obligations to be undertaken by the Grantee pursuant to this Agreement, including the performance of Program Services, the Mayor and Council agrees to provide the Grantee with certain caregiver agency grant funds in the maximum amount of Ten Thousand and 00/100 Dollars ($10,000.00) (the “**FY 2023 Human Services Grant**”), to be used for the sole purpose of helping to fund the Program Services.

b. In consideration for accepting the FY 2023 Human Services Grant from the Mayor and Council, the Grantee shall administer the Comprehensive Community Empowerment Project Program in a manner satisfactory to the City Manager and consistent with any standards required by all applicable federal, state and local rules and regulations.

4. **Disbursement of FY 2023 Human Services Grant Funds.** The City Manager or his designee will disburse FY 2023 Human Services Grant funds to the Grantee pursuant to the terms of this Agreement.
   
a. On or about October 3, 2022, January 3, 2023, April 3, 2023, and June 30, 2023, the Grantee shall submit a request for the disbursement of FY 2023 Human Services...
Grant funds to the City Manager or his designee in order to help pay for certain eligible Program Services expenses related to the Comprehensive Community Empowerment Project Program (the “Program Expenses”). The Program Expenses for which a disbursement of FY 2023 Human Services 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 2023 Human Services 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 2023 Human Services 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; or

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 2023 Human Services Grant funds.

c. The Grantee’s request for disbursement of FY 2023 Human Services 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 2023 Human Services Grant funds to the Grantee by the Mayor and Council under this Agreement shall be:

i. subject to the availability of sufficient funds in the FY 2023 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 Comprehensive Community Empowerment Project Program’s Budget, a copy of which is attached hereto as Exhibit C and incorporated herein, and in accordance with this Agreement.

f. All FY 2023 Human Services 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, 2023, shall be returned to the Mayor and Council by no
later than July 15, 2023. All FY 2023 Human Services Grant funds that have not
been approved and disbursed by the City Manager or his designee prior to August
9, 2023, shall remain with the Mayor and Council.

g. The Grantee shall not expend any FY 2023 Human Services 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 the Mayor and Council the FY 2023 Human Services
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 2023 Human Services Grant funds paid to the
Grantee by the 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:

i. Pay the subcontractor for the proportionate share of the total disbursement
received from the 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. **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 the 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. **Insurance.** Prior to the execution of this Agreement, the Grantee shall obtain, at its
own costs and expense, the policies set forth in **Exhibit D** 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
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. **Quarterly Service Utilization Report.** On October 17, 2022, January 17, 2023, and April 17, 2023, the Grantee shall provide the City Manager or his designee with a services utilization report (the “**Quarterly Service Utilization Report**”) in a manner and form to be determined by the City Manager or his designee. The Quarterly Service Utilization Report shall contain such information as the City Manager or his designee requests.

   b. **Interim Progress Report.** Upon request by the City Manager or his designee, 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 Comprehensive Community Empowerment Project Program’s Budget, and benchmarks reached.

   c. **Final Report.** On or about June 30, 2023, 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 any problems encountered in completing the Comprehensive Community Empowerment Project Program, and such other information as the City Manager or his designee requires.

   d. 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, including but not limited to “customer satisfaction surveys.”

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 the 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. HIPAA Compliance.

a. To the extent applicable, the Grantee shall comply in all aspects with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and with any other applicable regulations, involving the privacy or confidentiality of the personal information of individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant. The Grantee shall be solely responsible for developing and implementing policies and procedures that comply with all of the requirements of HIPAA and such other applicable regulations, including, without limitation:

   i. developing and distributing any required notice of privacy practices to individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant;

   ii. developing, distributing, and obtaining from each of the individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant an authorization permitting the Grantee’s use and disclosure of such individuals’ personal information in the Quarterly Service Utilization Report, or any other reports that may be required from time to time by the City Manager or his designee;

   iii. entering into appropriate agreements with any individuals, organizations, or
entities that may be considered “business associates” within the meaning of HIPAA; and

iv. developing and implementing comprehensive policies and procedures that safeguard individual rights regarding the privacy of their personal information.

b. Prior to the initial disbursement of the FY 2023 Human Services Grant funds to the Grantee, the Grantee shall furnish the City Manager or his designee with an executed “Certification of HIPAA Compliance and Authority Disclosure Information,” a form of which is attached hereto as Exhibit E and incorporated herein.

11. City Acknowledgment. The Grantee shall acknowledge the support of the Mayor and Council, where appropriate, in written documents and informational materials regarding the Comprehensive Community Empowerment Project Program.

12. Representations and Warranties of the Grantee. The Grantee represents and warrants to the 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 the 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.

13. 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.** 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 the Mayor and Council, the 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.

c. **Termination for Unavailability of Funds.** In the event of reduction, suspension, discontinuance or other unavailability of funds, the Mayor and Council unilaterally may take appropriate action(s) including, but not limited to, immediately reducing the maximum dollar amount of the FY 2023 Human Services Grant. The Mayor and Council shall give the Grantee no less than sixty (60) days’ advanced written notice of the action(s) the 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 the Mayor and Council any unused portion of the FY 2023 Human Services Grant, including interest accrued, except that the Grantee shall have no obligation to refund to the Mayor and Council any portion of the FY 2023 Human Services Grant expended as of the date of termination in accordance with the terms of this Agreement. Grantee shall also provide the Mayor and Council with a written report detailing the expenditures, if any, from the FY 2023 Human Services 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 2023 Human Services Grant that has not been spent in accordance with this Agreement.

ii. Upon termination, the Grantee shall immediately deliver to the 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 the 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 the Mayor and Council of its rights and remedies at law or in equity against the Grantee.


a. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Grantee 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: sferrell@rockvillemd.gov

With a Copies to:  Robert DiSpirito, City Manager
Email: rdispirito@rockvillemd.gov

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

To the Grantee:  Korean Community Service Center of Greater Washington, Incorporated
Ji-Young Cho, Executive Director
847-J Quince Orchard Blvd.
Gaithersburg, Maryland 20878
Attn: Ji-Young Cho
Email: jycho@kcscgw.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
the 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 the 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
2023 Human Services 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. The 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 the 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 the 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, the Mayor and Council, its employees, agents, successors and assigns against liability for any suits, actions or claims of any character arising from or related to the performance by the Grantee (or its officers, agents, employees, successors and assigns) of any right or obligations under this Agreement.

j. **Liability.** The Grantee releases the Mayor and Council, its employees and agents from, agrees that the Mayor and Council, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys’ fees, incurred by or asserted or imposed against the Mayor and Council, its employees and agents, as a result of or in connection with the Comprehensive Community Empowerment Project Program, except for the gross negligence or willful misconduct of the Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.

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 the 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, including the performance of Program Services, because of race, gender, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation, or age.

n. **Client Grievance.** The Grantee shall develop, implement, and maintain written
policies and procedures that establish (a) a client grievance process, and (b) a process where clients are advised of their rights.

o. **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.

p. **Exhibits.** All Exhibits referred to in this Agreement are by such references fully incorporated herein.

q. **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

By: _______________________ _______
Robert DiSpirito, City Manager

ATTEST

By: _______________________ _______
Sara Taylor-Ferrell, City Clerk / Director of Council Operations
GRANTEE

KOREAN COMMUNITY SERVICE CENTER OF GREATER WASHINGTON, INCORPORATED, a District of Columbia nonstock corporation, as Grantee

By: ______________________________________
    Name: ________________________________
    Title: _________________________________

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ___ day of ____________, 2022, 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
FY 2023 Human Services Grant
Scope of Program Services

Korean Community Service Center of Greater Washington, Incorporated
Comprehensive Community Empowerment Project

Comprehensive Community Empowerment Project - $10,000

PROGRAM SERVICES

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.

Scope of Service:
- Case management and referral services
- Health care services
- Mental health services

PERFORMANCE MEASURES

Projected Output:
- 1,850 unduplicated number of people served
- 80 unduplicated number of Rockville residents served
- 240 program participants surveyed
- 225 program participants satisfied with program services
- 1,500 clients receive information and referral services
- 50 Rockville clients receive information and referral services
- 750 one-on-one direct service hours provided
- 6 group/workshop hours

Projected Outcomes: Of all served:
- Initial: Clients gain access to needed services
  - 76 clients receive referrals to needed services
- Intermediate: Clients receive ongoing assistance, as needed
  - 50 clients agree to a case management plan
  - 47 clients receive ongoing case management services
- Long Term: Clients improve health or increase self-sufficiency/stability
  - 45 clients report an increase in income
  - 23 clients report improved health
  - 3 clients report increased knowledge of topics related to mental health.

(End of Exhibit “A”)
DISBURSEMENT & REPORTING PROCEDURES

DISBURSEMENT METHOD: Quarterly Reimbursement

The City agrees to disburse a quarterly payment to Grantee upon receipt of a request for funds and the report or reports due for the relevant reporting period. Each request must be made in writing on a form provided by the City.

Disbursement shall be made upon approval of the request by the Community Services Manager or designated City staff member. Once each invoice is processed, a payment will be made.

Invoices must be submitted concurrently with the report(s) from the quarter in question (including six-month or year-end report, when applicable), as shown in the schedule below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice</th>
<th>Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 15, 2022</td>
<td>Q1 Invoice*</td>
<td>Q1 Report</td>
</tr>
<tr>
<td>January 15, 2023</td>
<td>Q2 Invoice*</td>
<td>Q2 Report</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Six-Month Report</td>
</tr>
<tr>
<td>April 15, 2023</td>
<td>Q3 Invoice*</td>
<td>Q3 Report</td>
</tr>
<tr>
<td>July 15, 2023</td>
<td>Q4 Invoice*</td>
<td>Q4 Report</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year-End Report</td>
</tr>
</tbody>
</table>

*Invoice will not be processed if not accompanied by the relevant report(s). If there are errors in the report(s), the invoice will not be processed until a corrected report is submitted.

(End of Exhibit “B”)
**EXHIBIT C**

**FY 2023 Human Services Grant**

**Program Budget**

Korean Community Service Center of Greater Washington, Incorporated

**Comprehensive Community Empowerment Project**

---

**HUMAN SERVICES GRANT APPLICATION - FY2023**

**Organization Name:** Korean Community Service Center of Greater Washington, Inc.

**Program Name:** Comprehensive Community Empowerment Project (CCEP)

---

**Section F: PROGRAM BUDGET**

1. Itemize the revenue and expenses in the **budget** for this program. See Attachment 2 for definitions of revenue and expense line items.

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>City Request</th>
<th>Total Program Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Direct contributions (include special events, net of direct costs)</td>
<td>15000</td>
<td>15000</td>
</tr>
<tr>
<td>2. Grants from foundations (list)</td>
<td>15025</td>
<td>18000</td>
</tr>
<tr>
<td>Cofin Foundation</td>
<td>5000</td>
<td>2000</td>
</tr>
<tr>
<td>3. Grants &amp; contracts from government sources (list)</td>
<td>10000</td>
<td>8500</td>
</tr>
<tr>
<td>City of Rockville</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Montgomery County</td>
<td>49975</td>
<td>50000</td>
</tr>
</tbody>
</table>

| **Program fees** | |
| **In-kind contributions (Reflect only items shown in expense lines below, and list by type, i.e., rents, personnel, etc.)** | |
| **6. Other - specifically United Way** | 5000 | 5000 | 5000 |
| **Revenue without in-kind contributions (sums automatically)** | 98100 | 100000 | 100000 |
| **Total revenue (sums automatically)** | 10000 | 98100 | 100000 | 100000 |

**Expenses**

<table>
<thead>
<tr>
<th>Expense Description</th>
<th>City Request</th>
<th>Total Program Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Personnel (salaries, benefits, taxes) (enumerate positions included in FY 2023 City grant request below)</td>
<td>74555</td>
<td>75200</td>
</tr>
<tr>
<td>Position 1: Social Worker</td>
<td>4500</td>
<td></td>
</tr>
<tr>
<td>Position 2: Social Worker</td>
<td>4000</td>
<td></td>
</tr>
<tr>
<td>Position 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Consultant/contract services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Occupancy (rent, electricity, gas, etc.)</td>
<td>1500</td>
<td>4800</td>
</tr>
<tr>
<td>12. Consumable supplies (enumerate consumables included in FY 2023 City grant request)</td>
<td>1500</td>
<td>1800</td>
</tr>
<tr>
<td>Supply 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Transportation/travel</td>
<td>1344</td>
<td>1500</td>
</tr>
<tr>
<td>14. Liability insurance</td>
<td>1500</td>
<td>1600</td>
</tr>
<tr>
<td>15. Rental/lease of equipment</td>
<td>1800</td>
<td>1800</td>
</tr>
<tr>
<td>16. Other direct expenses/costs - specify Direct Program Support</td>
<td>8351</td>
<td>8450</td>
</tr>
<tr>
<td>17. Value of in-kind contributions (sums automatically)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>18. Depreciation (permitted share for this program)</td>
<td>250</td>
<td>250</td>
</tr>
<tr>
<td>19. Other - specifically Dues &amp; Subscription/Training/evaluation/Misc.</td>
<td>3000</td>
<td>3000</td>
</tr>
<tr>
<td>20. Expenses without in-kind contributions (sums automatically)</td>
<td>10000</td>
<td>98100</td>
</tr>
<tr>
<td>21. Total expenses (sums automatically)</td>
<td>10000</td>
<td>98100</td>
</tr>
<tr>
<td>22. Excess/spend (calculated automatically)</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

*(Projected)*

(End of Exhibit “C”)
EXHIBIT D
FY 2023 Human Services Grant
Insurance Requirements
Korean Community Service Center of Greater Washington, Incorporated
Comprehensive Community Empowerment Project

[To be provided by the City’s Risk Manager]

(End of Exhibit “D”)
CERTIFICATION OF HIPAA COMPLIANCE AND AUTHORITY TO DISCLOSE INFORMATION

The undersigned Grantee hereby certifies that it has fully complied with all applicable requirements of the HIPAA Privacy Regulations and any other applicable regulations regarding the privacy and confidentiality of the personal information of individuals who will be receiving Grant Services from the Grantee.

The undersigned Grantee further certifies that prior to receiving Grant Services from the Grantee, all individuals will sign a valid authorization that will remain in effect during the term of the Grant, which enables the Grantee to use or disclose the individual’s personal information for purposes of its operations and in order to provide Grant Services, obtain payment of Grant Funds, verify service utilization, provide necessary reports to the City, and satisfy all conditions to the Grant that may be established from time to time by the City.

GRANTEE (Organization Name):

__________________________________________  Date:  _________________

By:   _________________________________________________________

Signature of Authorized Representative

_________________________________________________________

Printed Name

_________________________________________________________

Title

(End of Exhibit “E”)
CITY OF ROCKVILLE, MARYLAND

HUMAN SERVICES GRANT AGREEMENT

THIS HUMAN SERVICES GRANT AGREEMENT (this “Agreement”) is entered into this 1st day of July 2022 (the “Effective Date”), by and between THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, a municipal corporation and body politic of the State of Maryland (the “Mayor and Council”), acting through its City Manager (the “City Manager”) and MANNA FOOD CENTER, INC., a Maryland nonstock corporation (the “Grantee”) (the Mayor and Council and the Grantee each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, the Mayor and Council annually provides grants to local nonprofit organizations that provide certain critical supportive services for Rockville residents, including, but not limited to, services that address homelessness, food and clothing insecurities, health care, youth development, and language and citizenship education; and

B. WHEREAS, the Grantee submitted one or more “City of Rockville FY 2023 Human Services Nonprofit Grant” applications (collectively, the “FY 2023 Human Services Grant Application”) requesting certain caregiver agency grant funds to support its Food for Families Program to address food insecurity (the “Food for Families Program”); and

C. WHEREAS, on May 9, 2022, the Mayor and Council approved the City of Rockville Fiscal Year 2023 Budget (the “FY 2023 City Budget”), and authorized the City Manager to, among other things, provide certain caregiver agency grant funds to eligible nonprofit organizations listed in the FY 2023 City Budget; and

D. WHEREAS, the Mayor and Council, in reliance upon the representations and certifications contained in the Grantee’s FY 2023 Human Services Grant Application, including all supporting documents submitted therewith, approved and allocated a maximum Fifty-Two Thousand and 00/100 Dollars ($52,000.00) in caregiver agency grant funds to the Grantee in order to assist in the funding of the Food for Families Program, subject to the terms and conditions set forth in this Agreement.

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:
1. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date, and shall expire on June 30, 2023, unless extended or sooner terminated in accordance with Section 13 of this Agreement entitled “Termination”.

2. **Program Services.**

   a. The Grantee shall perform those services related to the implementation of the Food for Families Program (the “Program Services”) as specified in Exhibit A entitled “Scope of Program Services” which is attached hereto and incorporated herein.

   b. **Time of Performance.** The Grantee’s performance of the Program Services shall begin on the Effective Date and end on the 30th day of June 2023. 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, 2023, unless the City Manager grants an extension for good cause shown.

   c. **Performance Monitoring.** 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 Exhibit A. Substandard performance as determined by the City Manager or his designee shall constitute noncompliance with this Agreement.

3. **Fiscal Year 2023 Community Organization Grant Funds.**

   a. In consideration of the various obligations to be undertaken by the Grantee pursuant to this Agreement, including the performance of Program Services, the Mayor and Council agrees to provide the Grantee with certain caregiver agency grant funds in the maximum amount of Fifty-Two Thousand and 00/100 Dollars ($52,000.00) (the “FY 2023 Human Services Grant”), to be used for the sole purpose of helping to fund the Program Services.

   b. In consideration for accepting the FY 2023 Human Services Grant from the Mayor and Council, the Grantee shall administer the Food for Families Program in a manner satisfactory to the City Manager and consistent with any standards required by all applicable federal, state and local rules and regulations.

4. **Disbursement of FY 2023 Human Services Grant Funds.** The City Manager or his designee will disburse FY 2023 Human Services Grant funds to the Grantee pursuant to the terms of this Agreement.

   a. On or about October 3, 2022, January 3, 2023, April 3, 2023, and June 30, 2023, the Grantee shall submit a request for the disbursement of FY 2023 Human Services Grant funds to the City Manager or his designee in order to help pay for certain eligible Program Services expenses related to the Food for Families Program (the
“Program Expenses”). The Program Expenses for which a disbursement of FY 2023 Human Services 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 2023 Human Services 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 2023 Human Services 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; or
   
   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 2023 Human Services Grant funds.

c. The Grantee’s request for disbursement of FY 2023 Human Services 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 2023 Human Services Grant funds to the Grantee by the Mayor and Council under this Agreement shall be:

   i. subject to the availability of sufficient funds in the FY 2023 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 Food for Families Program’s Budget, a copy of which is attached hereto as Exhibit C and incorporated herein, and in accordance with this Agreement.

f. All FY 2023 Human Services 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, 2023, shall be returned to the Mayor and Council by no later than July 15, 2023. All FY 2023 Human Services Grant funds that have not been approved and disbursed by the City Manager or his designee prior to August 9, 2023, shall remain with the Mayor and Council.
g. The Grantee shall not expend any FY 2023 Human Services 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 the Mayor and Council the FY 2023 Human Services 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 2023 Human Services Grant funds paid to the Grantee by the 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:

i. Pay the subcontractor for the proportionate share of the total disbursement received from the 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. **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 the 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. **Insurance.** Prior to the execution of this Agreement, the Grantee shall obtain, at its own costs and expense, the policies set forth in **Exhibit D** 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. Quarterly Service Utilization Report. On October 17, 2022, January 17, 2023, and April 17, 2023, the Grantee shall provide the City Manager or his designee with a services utilization report (the “Quarterly Service Utilization Report”) in a manner and form to be determined by the City Manager or his designee. The Quarterly Service Utilization Report shall contain such information as the City Manager or his designee requests.

b. Interim Progress Report. Upon request by the City Manager or his designee, 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 Food for Families Program’s Budget, and benchmarks reached.

c. Final Report. On or about June 30, 2023, 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 any problems encountered in completing the Food for Families Program, and such other information as the City Manager or his designee requires.

d. 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, including but not limited to “customer satisfaction surveys.”


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 the 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. HIPAA Compliance.

a. To the extent applicable, the Grantee shall comply in all aspects with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and with any other applicable regulations, involving the privacy or confidentiality of the personal information of individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant. The Grantee shall be solely responsible for developing and implementing policies and procedures that comply with all of the requirements of HIPAA and such other applicable regulations, including, without limitation:

i. developing and distributing any required notice of privacy practices to individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant;

ii. developing, distributing, and obtaining from each of the individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant an authorization permitting the Grantee’s use and disclosure of such individuals’ personal information in the Quarterly Service Utilization Report, or any other reports that may be required from time to time by the City Manager or his designee;

iii. entering into appropriate agreements with any individuals, organizations, or entities that may be considered “business associates” within the meaning of HIPAA; and

iv. developing and implementing comprehensive policies and procedures that safeguard individual rights regarding the privacy of their personal information.
b. Prior to the initial disbursement of the FY 2023 Human Services Grant funds to the Grantee, the Grantee shall furnish the City Manager or his designee with an executed “Certification of HIPAA Compliance and Authority Disclosure Information,” a form of which is attached hereto as Exhibit E and incorporated herein.

11. **City Acknowledgment.** The Grantee shall acknowledge the support of the Mayor and Council, where appropriate, in written documents and informational materials regarding the Food for Families Program.

12. **Representations and Warranties of the Grantee.** The Grantee represents and warrants to the 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 the 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.

13. **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.** 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 the Mayor and Council, the 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.

c. Termination for Unavailability of Funds. In the event of reduction, suspension, discontinuance or other unavailability of funds, the Mayor and Council unilaterally may take appropriate action(s) including, but not limited to, immediately reducing the maximum dollar amount of the FY 2023 Human Services Grant. The Mayor and Council shall give the Grantee no less than sixty (60) days’ advanced written notice of the action(s) the 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 the Mayor and Council any unused portion of the FY 2023 Human Services Grant, including interest accrued, except that the Grantee shall have no obligation to refund to the Mayor and Council any portion of the FY 2023 Human Services Grant expended as of the date of termination in accordance with the terms of this Agreement. Grantee shall also provide the Mayor and Council with a written report detailing the expenditures, if any, from the FY 2023 Human Services 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 2023 Human Services Grant that has not been spent in accordance with this Agreement.

ii. Upon termination, the Grantee shall immediately deliver to the 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 the 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 the Mayor and Council of its rights and remedies at law or in equity against the Grantee.

14. **Miscellaneous Provisions.**

a. **Notices, Demands, and Communications Between the Parties.** Formal notices, demands, and communications between the Grantee 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: sferrell@rockvillemd.gov

**With a Copies to:**
Robert DiSpirito, City Manager
Email: rdispirito@rockvillemd.gov

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

**To the Grantee:**
Manna Food Center, Inc.
Jackie DeCarlo, Chief Executive Officer
12301 Olde Columbia Pike, Suite 200
Silver Spring, Maryland 20904
Attn: Jackie DeCarlo
Email: jackie@mannafood.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 the 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 the 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 2023 Human Services 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. The 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 the 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 the 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, the Mayor and Council, its employees, agents, successors and assigns against liability for any suits, actions or claims of any character arising from or related to the performance by the Grantee (or its officers, agents, employees, successors and assigns) of any of it right or obligations under this Agreement.

j. **Liability.** The Grantee releases the Mayor and Council, its employees and agents from, agrees that the Mayor and Council, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys’ fees, incurred by or asserted or imposed against the Mayor and Council, its employees and agents, as a result of or in connection with the Food for Families Program, except for the gross negligence or willful misconduct of the Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.

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 the 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, including the performance of Program Services, because of race, gender, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation, or age.

n. **Client Grievance.** The Grantee shall develop, implement, and maintain written policies and procedures that establish (a) a client grievance process, and (b) a process where clients are advised of their rights.

o. **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.

p. **Exhibits.** All Exhibits referred to in this Agreement are by such references fully incorporated herein.

q. **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

By: _______________________ _______

Robert E. Dawson, City Attorney

Robert DiSpirito, City Manager

ATTEST

By: _______________________ _______

Sara Taylor-Ferrell, City Clerk / Director of Council Operations
GRANTEE

MANNA FOOD CENTER, INC., a Maryland nonstock corporation, as Grantee

By: _______________________________
Name: ____________________________
Title: ____________________________

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of _________, 2022, 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
FY 2023 Human Services Grant
Scope of Program Services
Manna Food Center, Inc.
Food for Families Program

Food for Families Program, Manna Food Center - $52,000

PROGRAM SERVICES

Manna Food Center - Established in 1983, this organization 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.

Scope of Service:
- Food for support
- Farm to food bank
- Community education programs
- Emergency food support

PERFORMANCE MEASURES

Projected Output:
- 48,000 unduplicated number of people served
- 1,580 unduplicated number of Rockville residents served
- 590 program participants surveyed
- 585 program participants satisfied with program services
- 46,500 pickups by Montgomery County residents
- 5,800 pickups by Rockville residents
- 2,857,517 pounds of food distributed to clients
- 218,509 pounds distributed to agencies/organizations
- $4,583,279.00 dollar value of food distributed.

Projected Outcomes: Of all served:
- Initial: Clients receive food
  10,300 clients use program’s services for first time
- Intermediate: Client access to food and services is increased
  9,888 take advantage of satellite pick-up site
- Long-term: Clients achieve greater self-sufficiency
  1,000 who participate in educational workshops report increased nutrition knowledge.

(End of Exhibit “A”)
EXHIBIT B
FY 2023 Human Services Grant
Disbursement of Grant Funds
Manna Food Center, Inc.
Food for Families Program

DISBURSEMENT & REPORTING PROCEDURES

DISBURSEMENT METHOD: Quarterly Reimbursement

The City agrees to disburse a quarterly payment to Grantee upon receipt of a request for funds and the report or reports due for the relevant reporting period. Each request must be made in writing on a form provided by the City.

Disbursement shall be made upon approval of the request by the Community Services Manager or designated City staff member. Once each invoice is processed, a payment will be made.

Invoices must be submitted concurrently with the report(s) from the quarter in question (including six-month or year-end report, when applicable), as shown in the schedule below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice</th>
<th>Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 15, 2022</td>
<td>Q1</td>
<td>Q1</td>
</tr>
<tr>
<td>January 15, 2023</td>
<td>Q2</td>
<td>Q2, Six-Month</td>
</tr>
<tr>
<td>April 15, 2023</td>
<td>Q3</td>
<td>Q3</td>
</tr>
<tr>
<td>July 15, 2023</td>
<td>Q4</td>
<td>Q4, Year-End</td>
</tr>
</tbody>
</table>

*Invoice will not be processed if not accompanied by the relevant report(s). If there are errors in the report(s), the invoice will not be processed until a corrected report is submitted.

(End of Exhibit “B”)
### HUMAN SERVICES GRANT APPLICATION - FY2023

**Organization Name:** Manna Food Center  
**Program Name:** Food for Families

#### Section F: PROGRAM BUDGET

1. Itemize the revenue and expenses in the budget for this program. See Attachment 2 for definitions of revenue and expense line items.

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>City Request FY 2023</th>
<th>Last Year FY 2021</th>
<th>Current Yr FY 2022*</th>
<th>Grant Year FY 2022*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Direct</td>
<td>2,043,219</td>
<td>3,087,000</td>
<td>3,270,100</td>
<td></td>
</tr>
<tr>
<td>2. Grants from</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>foundations (sic)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community</td>
<td>150,000</td>
<td>400,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foundation in</td>
<td>100,000</td>
<td>50,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Montgomery</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Bank of</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>America</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Other</td>
<td>200,000</td>
<td>200,000</td>
<td>212,100</td>
<td></td>
</tr>
<tr>
<td>Foundations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Rockville</td>
<td>42,000</td>
<td>42,000</td>
<td>52,000</td>
<td></td>
</tr>
<tr>
<td>Various County</td>
<td>400,000</td>
<td>180,000</td>
<td>780,000</td>
<td></td>
</tr>
<tr>
<td>Contracts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Government</td>
<td>150,000</td>
<td>60,000</td>
<td>50,000</td>
<td></td>
</tr>
<tr>
<td>Grants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Program Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. In-kind contributions (show in expense line below, and list by type, e.g., rent, personnel, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Other - specify</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Revenue without in-kind contributions (sum automatically)</td>
<td>3,742,035</td>
<td>4,681,000</td>
<td>4,768,330</td>
<td></td>
</tr>
<tr>
<td>8. Total revenue (sum automatically)</td>
<td>52,000</td>
<td>3,742,035</td>
<td>4,681,000</td>
<td>4,768,330</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Personal (salaries, benefits, taxes) (enumerate positions included in FY 2022 City grant request below)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Positions 1: Warehouse Manager</td>
<td>9,200</td>
<td>1,300,000</td>
<td>2,188,167</td>
<td>2,263,750</td>
</tr>
<tr>
<td>Positions 2: Director of Logistics</td>
<td>3,100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Positions 3: Delivery Staff</td>
<td>2,700</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Positions 4: Distribution Clerk</td>
<td>4,100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Consulting/contract services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Occupancy (rent, electricity, gas, etc.)</td>
<td>13,400</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Consumable supplies (enumerate consumables included in FY 2022 City grant request below)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Transportation/travel</td>
<td>2,515</td>
<td>220,000</td>
<td>220,000</td>
<td>220,000</td>
</tr>
<tr>
<td>14. Liability insurance</td>
<td>2,000</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>15. Restellments of equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Other direct expenses - specify</td>
<td>150,000</td>
<td>150,000</td>
<td>150,000</td>
<td></td>
</tr>
<tr>
<td>17. Value of in-kind contributions (sum automatically)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Depreciation (projected share for this program)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Other - specify: Food Purchasing</td>
<td>18,000</td>
<td>2,016,119</td>
<td>2,016,119</td>
<td>2,016,119</td>
</tr>
<tr>
<td>20. Expenses without in-kind contributions (sum automatically)</td>
<td>52,000</td>
<td>3,741,110</td>
<td>4,605,867</td>
<td>4,768,330</td>
</tr>
<tr>
<td>21. Total expenses (sum automatically)</td>
<td>52,000</td>
<td>3,741,110</td>
<td>4,605,867</td>
<td>4,768,330</td>
</tr>
<tr>
<td>22. Excess/deficit (calculated automatically)</td>
<td>0</td>
<td>1,725</td>
<td>2,913</td>
<td>1,275</td>
</tr>
</tbody>
</table>

*Projected

This is budget for requested amount. Grantee will modify to reflect awarded amount

*(End of Exhibit “C”)*
EXHIBIT D
FY 2023 Human Services Grant
Insurance Requirements
Manna Food Center, Inc.
Food for Families Program

[To be provided by the City’s Risk Manager]

(End of Exhibit “D”)
CERTIFICATION OF HIPAA COMPLIANCE AND AUTHORITY TO DISCLOSE INFORMATION

The undersigned Grantee hereby certifies that it has fully complied with all applicable requirements of the HIPAA Privacy Regulations and any other applicable regulations regarding the privacy and confidentiality of the personal information of individuals who will be receiving Grant Services from the Grantee.

The undersigned Grantee further certifies that prior to receiving Grant Services from the Grantee, all individuals will sign a valid authorization that will remain in effect during the term of the Grant, which enables the Grantee to use or disclose the individual’s personal information for purposes of its operations and in order to provide Grant Services, obtain payment of Grant Funds, verify service utilization, provide necessary reports to the City, and satisfy all conditions to the Grant that may be established from time to time by the City.

GRANTEE (Organization Name):

__________________________________________  Date:  _________________

By:   _________________________________________________________
      Signature of Authorized Representative

_________________________________________________________
      Printed Name

_________________________________________________________
      Title

(End of Exhibit “E”)
THIS HUMAN SERVICES GRANT AGREEMENT (this “Agreement”) is entered into this 1st day of July 2022 (the “Effective Date”), by and between THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, a municipal corporation and body politic of the State of Maryland (the “Mayor and Council”), acting through its City Manager (the “City Manager”) and THE MONTGOMERY COUNTY COALITION FOR THE HOMELESS, INC., a Maryland nonstock corporation (the “Grantee”) (the Mayor and Council and the Grantee each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, the Mayor and Council annually provides grants to local nonprofit organizations that provide certain critical supportive services for Rockville residents, including, but not limited to, services that address homelessness, food and clothing insecurities, health care, youth development, and language and citizenship education; and

B. WHEREAS, the Grantee submitted one or more “City of Rockville FY 2023 Human Services Nonprofit Grant” applications (collectively, the “FY 2023 Human Services Grant Application”) requesting certain caregiver agency grant funds to support its Home Builders Care Assessment Center and Hope Housing for services that address homelessness (the “Home Builders Care Assessment Center and Hope Housing Programs”); and

C. WHEREAS, on May 9, 2022, the Mayor and Council approved the City of Rockville Fiscal Year 2023 Budget (the “FY 2023 City Budget”), and authorized the City Manager to, among other things, provide certain caregiver agency grant funds to eligible nonprofit organizations listed in the FY 2023 City Budget; and

D. WHEREAS, the Mayor and Council, in reliance upon the representations and certifications contained in the Grantee’s FY 2023 Human Services Grant Application, including all supporting documents submitted therewith, approved and allocated a maximum amount of One Hundred Eight Thousand Seven Hundred Seventy-Six and 00/100 Dollars ($108,776.00) in caregiver agency grant funds to the Grantee in order to assist in the funding of the Home Builders Care Assessment Center and Hope Housing Programs, subject to the terms and conditions set forth in this Agreement.

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 June 30, 2023, unless extended or sooner terminated in accordance with Section 13 of this Agreement entitled “Termination”.

2. Program Services.
   a. The Grantee shall perform those services related to the implementation of the Home Builders Care Assessment Center and Hope Housing Programs (the “Program Services”) as specified in Exhibit A entitled “Scope of Program Services” which is attached hereto and incorporated herein.
   b. Time of Performance. The Grantee’s performance of the Program Services shall begin on the Effective Date and end on the 30th day of June 2023. 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, 2023, unless the City Manager grants an extension for good cause shown.
   c. Performance Monitoring. 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 Exhibit A. Substandard performance as determined by the City Manager or his designee shall constitute noncompliance with this Agreement.

3. Fiscal Year 2023 Community Organization Grant Funds.
   a. In consideration of the various obligations to be undertaken by the Grantee pursuant to this Agreement, including the performance of Program Services, the Mayor and Council agrees to provide the Grantee with certain caregiver agency grant funds in the maximum amount of One Hundred Eight Thousand Seven Hundred Seventy-Six and 00/100 Dollars ($108,776.00) (the “FY 2023 Human Services Grant”), to be used for the sole purpose of helping to fund the Program Services.
   b. In consideration for accepting the FY 2023 Human Services Grant from the Mayor and Council, the Grantee shall administer the Home Builders Care Assessment Center and Hope Housing Programs in a manner satisfactory to the City Manager and consistent with any standards required by all applicable federal, state and local rules and regulations.

4. Disbursement of FY 2023 Human Services Grant Funds. The City Manager or his designee will disburse FY 2023 Human Services Grant funds to the Grantee pursuant to the terms of this Agreement.
a. On or about October 3, 2022, January 3, 2023, April 3, 2023, and June 30, 2023, the Grantee shall submit a request for the disbursement of FY 2023 Human Services Grant funds to the City Manager or his designee in order to help pay for certain eligible Program Services expenses related to the Home Builders Care Assessment Center and Hope Housing Programs (the “Program Expenses”). The Program Expenses for which a disbursement of FY 2023 Human Services 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 2023 Human Services 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 2023 Human Services 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; or

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 2023 Human Services Grant funds.

c. The Grantee’s request for disbursement of FY 2023 Human Services 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 2023 Human Services Grant funds to the Grantee by the Mayor and Council under this Agreement shall be:

i. subject to the availability of sufficient funds in the FY 2023 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 Home Builders Care Assessment Center and Hope Housing Programs' Budgets, a copy of which is attached hereto as Exhibit C and incorporated herein, and in accordance with this Agreement.
f. All FY 2023 Human Services 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, 2023, shall be returned to the Mayor and Council by no later than July 15, 2023. All FY 2023 Human Services Grant funds that have not been approved and disbursed by the City Manager or his designee prior to August 9, 2023, shall remain with the Mayor and Council.

g. The Grantee shall not expend any FY 2023 Human Services 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 the Mayor and Council the FY 2023 Human Services 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 2023 Human Services Grant funds paid to the Grantee by the 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:

   i. Pay the subcontractor for the proportionate share of the total disbursement received from the 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. **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 the 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. **Insurance.** Prior to the execution of this Agreement, the Grantee shall obtain, at its own costs and expense, the policies set forth in **Exhibit D** 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. **Quarterly Service Utilization Report.** On October 17, 2022, January 17, 2023, and April 17, 2023, the Grantee shall provide the City Manager or his designee with a services utilization report (the “**Quarterly Service Utilization Report**”) in a manner and form to be determined by the City Manager or his designee. The Quarterly Service Utilization Report shall contain such information as the City Manager or his designee requests.

b. **Interim Progress Report.** Upon request by the City Manager or his designee, 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 Home Builders Care Assessment Center and Hope Housing Programs’ Budgets, and benchmarks reached.

c. **Final Report.** On or about June 30, 2023, 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 any problems encountered in completing the Home Builders Care Assessment Center and Hope Housing Programs, and such other information as the City Manager or his designee requires.

d. 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, including but not limited to “customer satisfaction surveys.”
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 the 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. **HIPAA Compliance.**

    a. To the extent applicable, the Grantee shall comply in all aspects with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and with any other applicable regulations, involving the privacy or confidentiality of the personal information of individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant. The Grantee shall be solely responsible for developing and implementing policies and procedures that comply with all of the requirements of HIPAA and such other applicable regulations, including, without limitation:

       i. developing and distributing any required notice of privacy practices to individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant;

       ii. developing, distributing, and obtaining from each of the individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant an authorization permitting the Grantee’s use and disclosure of such individuals’ personal information in the Quarterly Service Utilization Report, or any other reports that may be required from time to time by the City Manager or his designee;
iii. entering into appropriate agreements with any individuals, organizations, or entities that may be considered “business associates” within the meaning of HIPAA; and

iv. developing and implementing comprehensive policies and procedures that safeguard individual rights regarding the privacy of their personal information.

b. Prior to the initial disbursement of the FY 2023 Human Services Grant funds to the Grantee, the Grantee shall furnish the City Manager or his designee with an executed “Certification of HIPAA Compliance and Authority Disclosure Information,” a form of which is attached hereto as Exhibit E and incorporated herein.

11. City Acknowledgment. The Grantee shall acknowledge the support of the Mayor and Council, where appropriate, in written documents and informational materials regarding the Home Builders Care Assessment Center and Hope Housing Programs.

12. Representations and Warranties of the Grantee. The Grantee represents and warrants to the 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 the 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.

13. 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.** 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 the Mayor and Council, the 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.

c. **Termination for Unavailability of Funds.** In the event of reduction, suspension, discontinuance or other unavailability of funds, the Mayor and Council unilaterally may take appropriate action(s) including, but not limited to, immediately reducing the maximum dollar amount of the FY 2023 Human Services Grant. The Mayor and Council shall give the Grantee no less than sixty (60) days’ advanced written notice of the action(s) the 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 the Mayor and Council any unused portion of the FY 2023 Human Services Grant, including interest accrued, except that the Grantee shall have no obligation to refund to the Mayor and Council any portion of the FY 2023 Human Services Grant expended as of the date of termination in accordance with the terms of this Agreement. Grantee shall also provide the Mayor and Council with a written report detailing the expenditures, if any, from the FY 2023 Human Services 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 2023 Human Services Grant that has not been spent in accordance with this Agreement.

ii. Upon termination, the Grantee shall immediately deliver to the 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 the 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 the Mayor and Council of its rights and remedies at law or in equity against the Grantee.


a. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Grantee 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: sferrer@rockvillemd.gov

With a Copies to:
Robert DiSpirito, City Manager
Email: rdispirito@rockvillemd.gov

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

To the Grantee:
The Montgomery County Coalition for the Homeless, Inc.
Susie Sinclair-Smith, Chief Executive Officer
405 East Gude Drive, Suite 209
Rockville, Maryland 20850
Attn: Susan Sinclair-Smith
Email: susie@mcch.net

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 the 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 the 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 2023 Human Services 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. The 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 the 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 the 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, the Mayor and Council, its employees, agents, successors and assigns against liability for any suits, actions or claims of any character arising from or related to the performance by the Grantee (or its officers, agents, employees, successors and assigns) of any of its right or obligations under this Agreement.

j. **Liability.** The Grantee releases the Mayor and Council, its employees and agents from, agrees that the Mayor and Council, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys’ fees, incurred by or asserted or imposed against the Mayor and Council, its employees and agents, as a result of or in connection with the Home Builders Care Assessment Center and Hope Housing Programs, except for the gross negligence or willful misconduct of the Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.

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 the 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, including the performance of Program Services, because of race, gender, creed, color, sex,
n. **Client Grievance.** The Grantee shall develop, implement, and maintain written policies and procedures that establish (a) a client grievance process, and (b) a process where clients are advised of their rights.

o. **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.

p. **Exhibits.** All Exhibits referred to in this Agreement are by such references fully incorporated herein.

q. **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

By: Robert DiSpirito, City Manager

Robert E. Dawson, City Attorney

ATTEST

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

THE MONTGOMERY COUNTY
COALITION FOR THE HOMELESS,
INC., a Maryland nonstock corporation, as
Grantee

By: ____________________________
Name: __________________________
Title: ___________________________

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of _________, 2022, 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: _____________
Home Builders Care Assessment Center - $68,480

PROGRAM SERVICES

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 a new emergency shelter. This facility will have 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 will bring residents, staff and all supportive services into one facility with a significant increase in bed capacity. The services are provided with a housing first approach, trauma informed care, and harm reduction to empower clients to address their barriers to housing and ultimately secure permanent housing.

Scope of Service:
  - case management
  - psychiatric and somatic healthcare
  - housing location
  - vocational services

PERFORMANCE MEASURES

Projected Output:
  - 750 unduplicated number of people served
  - 30 unduplicated number of Rockville residents served
  - 300 program participants surveyed
  - 250 program participants are satisfied with the program’s services
  - 65,000 bed nights provided
  - 3,000 bed nights provided to Rockville residents
  - 195,000 meals provided
  - 9,000 meals provided to Rockville residents
  - 6,000 case management hours provided
  - 200 case management hours provided to Rockville residents

Projected Outcomes: Of all served:
  - Initial: Clients receive emergency food and shelter
    725 complete intake/assessment
EXHIBIT A
FY 2023 Community Organization Grant
Scope of Program Services
Home Builders Care Assessment Center and Hope Housing Programs
Montgomery County Coalition for the Homeless, Inc.

- Intermediate: Clients gain access to needed services
  300 engage in case management
  725 clients complete housing assessment
  200 clients receive referrals for needed services
  20 clients agree to a service plan in the first 30 days of service
- Long-term: Clients move to more permanent/stable housing
  150 clients move to more stable housing
EXHIBIT A
FY 2023 Community Organization Grant
Scope of Program Services
Home Builders Care Assessment Center and Hope Housing Programs
Montgomery County Coalition for the Homeless, Inc.

Hope Housing - $40,296

PROGRAM 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.

Scope of Service:
- case management
- life skills training
- connections/referrals to needed services
- client financial assistance fund

PERFORMANCE MEASURES

Projected Output:
- 43 unduplicated number of people served
- 26 unduplicated number of Rockville residents served
- 35 Program participants surveyed
- 35 Program participants satisfied with the program services
- 14,440 bed nights provided
- 8,765 bed nights provided to Rockville residents
- 1,600 case management hours provided
- 1,000 case management hours provided to Rockville residents

Projected Outcomes: Of all served:
- Initial: Clients gain access to needed services
  - 45 clients agree to service plan, within first 30 days of service
  - 16 clients agree to a treatment/recovery plan in the first 30 days of service
- Intermediate: Clients’ financial/personal situations improve
  - 35 obtain employment or increase income
- Long-term: Clients maintain residence in permanent supportive housing or move to independent housing
  - 43 do not re-enter Montgomery County homeless system

(End of Exhibit “A”)
EXHIBIT B
FY 2023 Community Organization Grant
Disbursement of Grant Funds
Home Builders Care Assessment Center and Hope Housing Programs
Montgomery County Coalition for the Homeless, Inc.

DISBURSEMENT & REPORTING PROCEDURES

DISBURSEMENT METHOD: Quarterly Reimbursement

The City agrees to disburse a quarterly payment to Grantee upon receipt of a request for funds and the report or reports due for the relevant reporting period. Each request must be made in writing on a form provided by the City.

Disbursement shall be made upon approval of the request by the Community Services Manager or designated City staff member. Once each invoice is processed, a payment will be made.

Invoices must be submitted concurrently with the report(s) from the quarter in question (including six-month or year-end report, when applicable), as shown in the schedule below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice</th>
<th>Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 15, 2022</td>
<td>Q1 Invoice*</td>
<td>Q1 Report</td>
</tr>
<tr>
<td>January 15, 2023</td>
<td>Q2 Invoice*</td>
<td>Q2 Report</td>
</tr>
<tr>
<td>April 15, 2023</td>
<td>Q3 Invoice*</td>
<td>Q3 Report</td>
</tr>
<tr>
<td>July 15, 2023</td>
<td>Q4 Invoice*</td>
<td>Q4 Report</td>
</tr>
</tbody>
</table>

*Invoice will not be processed if not accompanied by the relevant report(s). If there are errors in the report(s), the invoice will not be processed until a corrected report is submitted.

(End of Exhibit “B”)
### HUMAN SERVICES GRANT APPLICATION - FY2023

**Organization Name:** Montgomery County Coalition for the Homeless (MCCH)

**Program Name:** Home Builders Care Assessment Center (HBCAC)

### Section F: PROGRAM BUDGET

1. Itemize the revenue and expenses in the budget for this program. See Attachment 2 for definitions of revenue and expenses line items.

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>City Request FY 2023</th>
<th>Total Program Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Direct contributions (include special events, net of direct costs)</td>
<td>6,000</td>
<td></td>
</tr>
<tr>
<td>2. Grants from foundations (list)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase Foundation</td>
<td>7,000</td>
<td></td>
</tr>
<tr>
<td>Womissing Foundation</td>
<td></td>
<td>15,000</td>
</tr>
<tr>
<td>3. Grants &amp; contracts from government sources (list)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Montgomery County Coalition for the Homeless, Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Montgomery County Department of Health and Human Services</td>
<td>1,977,990</td>
<td>3,244,228</td>
</tr>
<tr>
<td>Maryland Emergency Food Program</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>FEMA Emergency Food and Shelter Program</td>
<td>4,000</td>
<td>8,000</td>
</tr>
<tr>
<td><strong>Program Fees</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. In-kind contributions (Reflect only items shown in expense line below, and list by type, i.e., rent, personnel, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated client needs and food</td>
<td>240,689</td>
<td>250,115</td>
</tr>
<tr>
<td></td>
<td></td>
<td>250,115</td>
</tr>
<tr>
<td>6. Other - specify MCCH Funding</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Revenue without in-kind contributions (same automatically)</td>
<td>1,600,176</td>
<td>3,324,226</td>
</tr>
<tr>
<td>8. Total revenue (same automatically)</td>
<td>70,000</td>
<td>1,046,064</td>
</tr>
</tbody>
</table>

### Expenses

<table>
<thead>
<tr>
<th>Expenses</th>
<th>City Request FY 2023</th>
<th>Total Program Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Personnel salaries, benefits, taxes (enumerate positions included in FY 2023 City grant request below)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 1: Case Manager (partial funding of position)</td>
<td>44,764</td>
<td></td>
</tr>
<tr>
<td>Position 2: Program Assistant (partial funding of position)</td>
<td>25,234</td>
<td></td>
</tr>
<tr>
<td>Position 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Consultant/contract services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Occupancy costs, electricity gas etc.</td>
<td>7,220</td>
<td>19,220</td>
</tr>
<tr>
<td>12. Consumable supplies (enumerate consumables included in FY 2022 City grant request)</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Supply 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Transportation/Travel</td>
<td>14,077</td>
<td>36,000</td>
</tr>
<tr>
<td>14. Liability, insurance</td>
<td>56,128</td>
<td>56,128</td>
</tr>
<tr>
<td>15. Rents, leases, maintenance</td>
<td>6,304</td>
<td>6,304</td>
</tr>
<tr>
<td>16. Other direct expenses - specify:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. Value of in-kind contributions (same automatically)</td>
<td>244,000</td>
<td>250,116</td>
</tr>
<tr>
<td>18. Depreciation (prorated share for this program)</td>
<td>8,602</td>
<td>8,602</td>
</tr>
<tr>
<td>19. Other - specify: Client needs, indirect expense, security</td>
<td>492,444</td>
<td>492,444</td>
</tr>
<tr>
<td>20. Expenses without in-kind contributions (same automatically)</td>
<td>76,000</td>
<td>3,352,661</td>
</tr>
<tr>
<td>21. Total expenses (same automatically)</td>
<td>76,000</td>
<td>1,671,116</td>
</tr>
<tr>
<td>22. Excess/deficit (calculated automatically)</td>
<td></td>
<td>26,025</td>
</tr>
<tr>
<td>* Projected</td>
<td></td>
<td>-5,333</td>
</tr>
</tbody>
</table>

This budget to be modified by grantee to reflect awarded amount, not requested amount.
This budget to be modified by grantee to reflect awarded amount, not requested amount

(End of Exhibit “C”)
EXHIBIT D

FY 2023 Community Organization Grant

Insurance Requirements

Home Builders Care Assessment Center and Hope Housing Programs
Montgomery County Coalition for the Homeless, Inc.

[To be provided by the City’s Risk Manager]

(End of Exhibit “D”)

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MAYOR AND COUNCIL OF ROCKVILLE
HUMAN SERVICES GRANT AGREEMENT
The Montgomery County Coalition for the Homeless, Inc., Grantee
Fiscal Year 2023

Packet Pg. 280
CERTIFICATION OF HIPAA COMPLIANCE AND AUTHORITY TO DISCLOSE INFORMATION

The undersigned Grantee hereby certifies that it has fully complied with all applicable requirements of the HIPAA Privacy Regulations and any other applicable regulations regarding the privacy and confidentiality of the personal information of individuals who will be receiving Grant Services from the Grantee.

The undersigned Grantee further certifies that prior to receiving Grant Services from the Grantee, all individuals will sign a valid authorization that will remain in effect during the term of the Grant, which enables the Grantee to use or disclose the individual’s personal information for purposes of its operations and in order to provide Grant Services, obtain payment of Grant Funds, verify service utilization, provide necessary reports to the City, and satisfy all conditions to the Grant that may be established from time to time by the City.

GRANTEE (Organization Name):

__________________________________________  Date:  _________________

By:   _________________________________________________________

Signature of Authorized Representative

_________________________________________________________

Printed Name

_________________________________________________________

Title

(End of Exhibit “E”)
CITY OF ROCKVILLE, MARYLAND
HUMAN SERVICES GRANT AGREEMENT

THIS HUMAN SERVICES GRANT AGREEMENT (this “Agreement”) is entered into this 1st day of July 2022 (the “Effective Date”), by and between THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, a municipal corporation and body politic of the State of Maryland (the “Mayor and Council”), acting through its City Manager (the “City Manager”) and MOBILE MEDICAL CARE, INC., a Maryland nonstock corporation (the “Grantee”) (the Mayor and Council and the Grantee each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, the Mayor and Council annually provides grants to local nonprofit organizations that provide certain critical supportive services for Rockville residents, including, but not limited to, services that address homelessness, food and clothing insecurities, health care, youth development, and language and citizenship education; and

B. WHEREAS, the Grantee submitted one or more “City of Rockville FY 2023 Human Services Nonprofit Grant” applications (collectively, the “FY 2023 Human Services Grant Application”) requesting certain caregiver agency grant funds to support its Rockville Primary Care Medical Home and Women’s Clinic to address healthcare for low income residents (the “Rockville Primary Care Medical Home and Women’s Clinic Program”); and

C. WHEREAS, on May 9, 2022, the Mayor and Council approved the City of Rockville Fiscal Year 2023 Budget (the “FY 2023 City Budget”), and authorized the City Manager to, among other things, provide certain caregiver agency grant funds to eligible nonprofit organizations listed in the FY 2023 City Budget; and

D. WHEREAS, the Mayor and Council, in reliance upon the representations and certifications contained in the Grantee’s FY 2023 Human Services Grant Application, including all supporting documents submitted therewith, approved and allocated a maximum amount of Forty Thousand and 00/100 Dollars ($40,000.00) in caregiver agency grant funds to the Grantee in order to assist in the funding of the Rockville Primary Care Medical Home and Women’s Clinic Program, subject to the terms and conditions set forth in this Agreement.

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 June 30, 2023, unless extended or sooner terminated in accordance with Section 13 of this Agreement entitled “Termination”.

2. Program Services.
   a. The Grantee shall perform those services related to the implementation of the Rockville Primary Care Medical Home and Women’s Clinic Program (the “Program Services”) as specified in Exhibit A entitled “Scope of Program Services” which is attached hereto and incorporated herein.
   b. Time of Performance. The Grantee’s performance of the Program Services shall begin on the Effective Date and end on the 30th day of June 2023. 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, 2023, unless the City Manager grants an extension for good cause shown.
   c. Performance Monitoring. 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 Exhibit A. Substandard performance as determined by the City Manager or his designee shall constitute noncompliance with this Agreement.

3. Fiscal Year 2023 Community Organization Grant Funds.
   a. In consideration of the various obligations to be undertaken by the Grantee pursuant to this Agreement, including the performance of Program Services, the Mayor and Council agrees to provide the Grantee with certain caregiver agency grant funds in the maximum amount of Forty Thousand and 00/100 Dollars ($40,000.00) (the “FY 2023 Human Services Grant”), to be used for the sole purpose of helping to fund the Program Services.
   b. In consideration for accepting the FY 2023 Human Services Grant from the Mayor and Council, the Grantee shall administer the Rockville Primary Care Medical Home and Women’s Clinic Program in a manner satisfactory to the City Manager and consistent with any standards required by all applicable federal, state and local rules and regulations.

4. Disbursement of FY 2023 Human Services Grant Funds. The City Manager or his designee will disburse FY 2023 Human Services Grant funds to the Grantee pursuant to the terms of this Agreement.
   a. On or about October 3, 2022, January 3, 2023, April 3, 2023, and June 30, 2023, the Grantee shall submit a request for the disbursement of FY 2023 Human Services...
Grant funds to the City Manager or his designee in order to help pay for certain eligible Program Services expenses related to the Rockville Primary Care Medical Home and Women’s Clinic Program (the “Program Expenses”). The Program Expenses for which a disbursement of FY 2023 Human Services 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 2023 Human Services 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 2023 Human Services 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; or

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 2023 Human Services Grant funds.

c. The Grantee’s request for disbursement of FY 2023 Human Services 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 2023 Human Services Grant funds to the Grantee by the Mayor and Council under this Agreement shall be:

i. subject to the availability of sufficient funds in the FY 2023 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 Rockville Primary Care Medical Home and Women’s Clinic Program’s Budget, a copy of which is attached hereto as Exhibit C and incorporated herein, and in accordance with this Agreement.

f. All FY 2023 Human Services 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, 2023, shall be returned to the Mayor and Council by no later than July 15, 2023. All FY 2023 Human Services Grant funds that have not been approved and disbursed by the City Manager or his designee prior to August 9, 2023, shall remain with the Mayor and Council.

g. The Grantee shall not expend any FY 2023 Human Services 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 the Mayor and Council the FY 2023 Human Services 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 2023 Human Services Grant funds paid to the Grantee by the 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:

i. Pay the subcontractor for the proportionate share of the total disbursement received from the 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. **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 the 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. **Insurance.** Prior to the execution of this Agreement, the Grantee shall obtain, at its own costs and expense, the policies set forth in Exhibit D 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

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4 | Page
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. **Quarterly Service Utilization Report.** On October 17, 2022, January 17, 2023, and April 17, 2023, the Grantee shall provide the City Manager or his designee with a services utilization report (the “**Quarterly Service Utilization Report**”) in a manner and form to be determined by the City Manager or his designee. The Quarterly Service Utilization Report shall contain such information as the City Manager or his designee requests.

b. **Interim Progress Report.** Upon request by the City Manager or his designee, 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 Rockville Primary Care Medical Home and Women’s Clinic Program’s Budget, and benchmarks reached.

c. **Final Report.** On or about June 30, 2023, 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 any problems encountered in completing the Rockville Primary Care Medical Home and Women’s Clinic Program, and such other information as the City Manager or his designee requires.

d. 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, including but not limited to “customer satisfaction surveys.”

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 the 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. HIPAA Compliance.

a. To the extent applicable, the Grantee shall comply in all aspects with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and with any other applicable regulations, involving the privacy or confidentiality of the personal information of individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant. The Grantee shall be solely responsible for developing and implementing policies and procedures that comply with all of the requirements of HIPAA and such other applicable regulations, including, without limitation:

i. developing and distributing any required notice of privacy practices to individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant;

ii. developing, distributing, and obtaining from each of the individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant an authorization permitting the Grantee’s use and disclosure of such individuals’ personal information in the Quarterly Service Utilization Report, or any other reports that may be required from time to time by the City Manager or his designee;

iii. entering into appropriate agreements with any individuals, organizations, or
entities that may be considered “business associates” within the meaning of HIPAA; and

iv. developing and implementing comprehensive policies and procedures that safeguard individual rights regarding the privacy of their personal information.

b. Prior to the initial disbursement of the FY 2023 Human Services Grant funds to the Grantee, the Grantee shall furnish the City Manager or his designee with an executed “Certification of HIPAA Compliance and Authority Disclosure Information,” a form of which is attached hereto as Exhibit E and incorporated herein.

11. City Acknowledgment. The Grantee shall acknowledge the support of the Mayor and Council, where appropriate, in written documents and informational materials regarding the Rockville Primary Care Medical Home and Women’s Clinic Program.

12. Representations and Warranties of the Grantee. The Grantee represents and warrants to the 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 the 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.

13. 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.** 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 the Mayor and Council, the 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.

c. **Termination for Unavailability of Funds.** In the event of reduction, suspension, discontinuance or other unavailability of funds, the Mayor and Council unilaterally may take appropriate action(s) including, but not limited to, immediately reducing the maximum dollar amount of the FY 2023 Human Services Grant. The Mayor and Council shall give the Grantee no less than sixty (60) days’ advanced written notice of the action(s) the 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 the Mayor and Council any unused portion of the FY 2023 Human Services Grant, including interest accrued, except that the Grantee shall have no obligation to refund to the Mayor and Council any portion of the FY 2023 Human Services Grant expended as of the date of termination in accordance with the terms of this Agreement. Grantee shall also provide the Mayor and Council with a written report detailing the expenditures, if any, from the FY 2023 Human Services 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 2023 Human Services Grant that has not been spent in accordance with this Agreement.

   ii. Upon termination, the Grantee shall immediately deliver to the 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 the 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 the Mayor and Council of its rights and remedies at law or in equity against the Grantee.


a. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Grantee 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: sferrell@rockvillemd.gov

**With a Copies to:**  
Robert DiSpirito, City Manager  
Email: rdispirito@rockvillemd.gov

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

**To the Grantee:**
Mobile Medical Care, Inc.  
Peter F. Lowet, Executive Director  
9309 Old Georgetown Road  
Bethesda, Maryland 20814  
Attn: Peter F. Lowet  
Email: plowet@mobilemedicalcare.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 the 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 the 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 2023 Human Services 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. The 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 the 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 the 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, the Mayor and Council, its employees, agents, successors and assigns against liability for any suits, actions or claims of any character arising from or related to the performance by the Grantee (or its officers, agents, employees, successors and assigns) of any of its right or obligations under this Agreement.

j. Liability. The Grantee releases the Mayor and Council, its employees and agents from, agrees that the Mayor and Council, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys’ fees, incurred by or asserted or imposed against the Mayor and Council, its employees and agents, as a result of or in connection with the Rockville Primary Care Medical Home and Women’s Clinic Program, except for the gross negligence or willful misconduct of the Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.

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 the 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, including the performance of Program Services, because of race, gender, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation, or age.

n. Client Grievance. The Grantee shall develop, implement, and maintain written policies and procedures that establish (a) a client grievance process, and (b) a
process where clients are advised of their rights.

o. **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.

p. **Exhibits.** All Exhibits referred to in this Agreement are by such references fully incorporated herein.

q. **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

By: _______________________ _______

Robert E. Dawson, City Attorney

By: _______________________ _______

Robert DiSpirito, City Manager

ATTEST

By: _______________________ _______

Sara Taylor-Ferrell, City Clerk / Director of Council Operations
GRANTEE

MOBILE MEDICAL CARE, INC., a Maryland nonstock corporation, as Grantee

By: ____________________________
Name: __________________________
Title: __________________________

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ___ day of __________, 2022, 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: _____________
Rockville Primary Care Medical Home and Women’s Clinic - $40,000

PROGRAM SERVICES

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.

Scope of Service:
- Primary care and preventive services
- Comprehensive case management
- Integrated behavioral health
- Women's, complex, and diabetes care

PERFORMANCE MEASURES

Projected Output:
- 1,400 unduplicated number of people served
- 170 unduplicated number of Rockville residents served
- 100 program participants surveyed
- 95 program participants satisfied with program services
- 1,250 clinic hours provided
- 4,100 patient visits
- 520 Rockville patient visits
- 150 patients referred to other medical services
- 75 patients referred to other human services

Projected Outcomes: Of all served:
- Initial:* Clients gain access to basic services
- Intermediate: Clients gain access to specialized services as needed
  45 patients receive mental health counseling
- Long-term:* Clients’ health improves

*Have requested additional outcome measures from awardee.

(End of Exhibit “A”)
EXHIBIT B

FY 2023 Human Services Grant
Disbursement of Grant Funds

Mobile Medical Care, Inc.
Rockville Primary Care Medical Home and Women’s Clinic Program

DISBURSEMENT & REPORTING PROCEDURES

DISBURSEMENT METHOD: Quarterly Reimbursement

The City agrees to disburse a quarterly payment to Grantee upon receipt of a request for funds and the report or reports due for the relevant reporting period. Each request must be made in writing on a form provided by the City.

Disbursement shall be made upon approval of the request by the Community Services Manager or designated City staff member. Once each invoice is processed, a payment will be made.

Invoices must be submitted concurrently with the report(s) from the quarter in question (including six-month or year-end report, when applicable), as shown in the schedule below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice</th>
<th>Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 15, 2022</td>
<td>Q1</td>
<td>Q1</td>
</tr>
<tr>
<td>January 15, 2023</td>
<td>Q2</td>
<td>Q2, Six-Month</td>
</tr>
<tr>
<td>April 15, 2023</td>
<td>Q3</td>
<td>Q3</td>
</tr>
<tr>
<td>July 15, 2023</td>
<td>Q4</td>
<td>Q4, Year-End</td>
</tr>
</tbody>
</table>

*Invoice will not be processed if not accompanied by the relevant report(s). If there are errors in the report(s), the invoice will not be processed until a corrected report is submitted.

(End of Exhibit “B”)

MAYOR AND COUNCIL OF ROCKVILLE
HUMAN SERVICES GRANT AGREEMENT
Mobile Medical Care, Inc., Grantee
Fiscal Year 2023
## FY 2023 Human Services Grant Program Budget

**Mobile Medical Care, Inc.**

**Rockville Primary Care Medical Home and Women’s Clinic Program**

### Human Services Grant Application - FY2023

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>City Request FY 2023</th>
<th>Last Year FY 2021</th>
<th>Current Year FY 2022</th>
<th>Grant Year FY2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Direct contributions (Include special events, net of direct costs)</td>
<td>15,000</td>
<td>15,000</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>2. Grants from foundations (list)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Morris and Gwendolyn Cafriz Foundation</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>3. Grants &amp; contracts from government sources: (list)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Rockville</td>
<td>40,000</td>
<td>30,190</td>
<td>37,740</td>
<td>40,000</td>
</tr>
<tr>
<td>Montgomery Cares</td>
<td>277,262</td>
<td>277,000</td>
<td>277,000</td>
<td></td>
</tr>
<tr>
<td>4. Program fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. In-kind contributions (Reflect only items shown in expense lines below, and list by type, i.e., rent, personnel, etc.)</td>
<td>168,215</td>
<td>160,000</td>
<td>160,000</td>
<td></td>
</tr>
<tr>
<td>Ancillary Testing</td>
<td>682,734</td>
<td>683,000</td>
<td>683,000</td>
<td></td>
</tr>
<tr>
<td>Specialty Networks and Medications</td>
<td>194,150</td>
<td>194,000</td>
<td>194,000</td>
<td></td>
</tr>
<tr>
<td>Facility &amp; Parking</td>
<td>130,945</td>
<td>131,000</td>
<td>131,000</td>
<td></td>
</tr>
<tr>
<td>Volunteers</td>
<td>501,273</td>
<td>502,000</td>
<td>502,000</td>
<td></td>
</tr>
<tr>
<td>6. Other – specify</td>
<td>1,002,546</td>
<td>1,001,740</td>
<td>1,004,000</td>
<td></td>
</tr>
<tr>
<td>7. Revenue without in-kind contributions (sums automatically)</td>
<td>2,020,277</td>
<td>2,019,740</td>
<td>2,022,000</td>
<td></td>
</tr>
<tr>
<td>8. Total revenue (sums automatically)</td>
<td>40,000</td>
<td>347,100</td>
<td>442,500</td>
<td>450,000</td>
</tr>
</tbody>
</table>

### Personnel

<table>
<thead>
<tr>
<th>Position</th>
<th>City Grant Request Below</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position 1: Nurse Practitioner</td>
<td>20,000</td>
</tr>
<tr>
<td>Position 2: Clinic Nurse Coordinator</td>
<td>10,000</td>
</tr>
<tr>
<td>Position 3: Medical Assistant</td>
<td>6,000</td>
</tr>
<tr>
<td>Position 4: Registrar</td>
<td>4,000</td>
</tr>
</tbody>
</table>

### Supplies

<table>
<thead>
<tr>
<th>Supply 1:</th>
<th>City Grant Request Below</th>
</tr>
</thead>
<tbody>
<tr>
<td>13. Transportation</td>
<td>2,515</td>
</tr>
<tr>
<td>14. Unlicensed</td>
<td>15,247</td>
</tr>
<tr>
<td>15. Rent/lease of equipment</td>
<td>13,352</td>
</tr>
<tr>
<td>16. Other direct expenditures – specify ifW licensing</td>
<td>1,017,311</td>
</tr>
<tr>
<td>17. Value of in-kind contributions (sums automatically)</td>
<td>1,018,000</td>
</tr>
<tr>
<td>18. Depreciation (projected expenses for this program)</td>
<td>40,000</td>
</tr>
<tr>
<td>19. Other – specify: phone, staff development, etc.</td>
<td>51,452</td>
</tr>
<tr>
<td>20. Expense without in-kind contributions (sums automatically)</td>
<td>2,040,577</td>
</tr>
<tr>
<td>21. Total expenses (sums automatically)</td>
<td>2,048,089</td>
</tr>
</tbody>
</table>

### (End of Exhibit “C”)

---

**MAYOR AND COUNCIL OF ROCKVILLE**

**HUMAN SERVICES GRANT AGREEMENT**

**Mobile Medical Care, Inc., Grantee**

**Fiscal Year 2023**

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**Packet Pg. 298**
EXHIBIT D
FY 2023 Human Services Grant
Insurance Requirements
Mobile Medical Care, Inc.
Rockville Primary Care Medical Home and Women’s Clinic Program

[To be provided by the City’s Risk Manager]

(End of Exhibit “D”)
CERTIFICATION OF HIPAA COMPLIANCE AND AUTHORITY TO DISCLOSE INFORMATION

The undersigned Grantee hereby certifies that it has fully complied with all applicable requirements of the HIPAA Privacy Regulations and any other applicable regulations regarding the privacy and confidentiality of the personal information of individuals who will be receiving Grant Services from the Grantee.

The undersigned Grantee further certifies that prior to receiving Grant Services from the Grantee, all individuals will sign a valid authorization that will remain in effect during the term of the Grant, which enables the Grantee to use or disclose the individual’s personal information for purposes of its operations and in order to provide Grant Services, obtain payment of Grant Funds, verify service utilization, provide necessary reports to the City, and satisfy all conditions to the Grant that may be established from time to time by the City.

GRANTEE (Organization Name):

__________________________________________  Date:  _________________

By:   _________________________________________________________

Signature of Authorized Representative

_________________________________________________________

Printed Name

_________________________________________________________

Title

(End of Exhibit “E”)
CITY OF ROCKVILLE, MARYLAND
HUMAN SERVICES GRANT AGREEMENT

THIS HUMAN SERVICES GRANT AGREEMENT (this “Agreement”) is entered into this 1st day of July 2022 (the “Effective Date”), by and between THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, a municipal corporation and body politic of the State of Maryland (the “Mayor and Council”), acting through its City Manager (the “City Manager”) and NAMI MONTGOMERY COUNTY (MD), INC., a Maryland nonstock corporation (the “Grantee”) (the Mayor and Council and the Grantee each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, the Mayor and Council annually provides grants to local nonprofit organizations that provide certain critical supportive services for Rockville residents, including, but not limited to, services that address homelessness, food and clothing insecurities, health care, youth development, and language and citizenship education; and

B. WHEREAS, the Grantee submitted one or more “City of Rockville FY 2023 Human Services Nonprofit Grant” applications (collectively, the “FY 2023 Human Services Grant Application”) requesting certain caregiver agency grant funds to support its Mental Health Support and Education for City of Rockville Residents Program to address mental health support and education (the “Mental Health Support and Education for City of Rockville Residents Program”); and

C. WHEREAS, on May 9, 2022, the Mayor and Council approved the City of Rockville Fiscal Year 2023 Budget (the “FY 2023 City Budget”), and authorized the City Manager to, among other things, provide certain caregiver agency grant funds to eligible nonprofit organizations listed in the FY 2023 City Budget; and

D. WHEREAS, the Mayor and Council, in reliance upon the representations and certifications contained in the Grantee’s FY 2023 Human Services Grant Application, including all supporting documents submitted therewith, approved and allocated a maximum amount of Sixteen Thousand Fifty and 00/100 Dollars ($16,050.00) in caregiver agency grant funds to the Grantee in order to assist in the funding of the Mental Health Support and Education for City of Rockville Residents Program, subject to the terms and conditions set forth in this Agreement.

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 June 30, 2023, unless extended or sooner terminated in accordance with Section 13 of this Agreement entitled “Termination”.

2. **Program Services.**
   
a. The Grantee shall perform those services related to the implementation of the Mental Health Support and Education for City of Rockville Residents Program (the “Program Services”) as specified in **Exhibit A** entitled “Scope of Program Services” which is attached hereto and incorporated herein.

   b. **Time of Performance.** The Grantee’s performance of the Program Services shall begin on the Effective Date and end on the 30th day of June 2023. 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, 2023, unless the City Manager grants an extension for good cause shown.

   c. **Performance Monitoring.** 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 **Exhibit A**. Substandard performance as determined by the City Manager or his designee shall constitute noncompliance with this Agreement.

3. **Fiscal Year 2023 Community Organization Grant Funds.**
   
a. In consideration of the various obligations to be undertaken by the Grantee pursuant to this Agreement, including the performance of Program Services, the Mayor and Council agrees to provide the Grantee with certain caregiver agency grant funds in the maximum amount of Sixteen Thousand Fifty and 00/100 Dollars ($16,050.00) (the “FY 2023 Human Services Grant”), to be used for the sole purpose of helping to fund the Program Services.

   b. In consideration for accepting the FY 2023 Human Services Grant from the Mayor and Council, the Grantee shall administer the Mental Health Support and Education for City of Rockville Residents Program in a manner satisfactory to the City Manager and consistent with any standards required by all applicable federal, state and local rules and regulations.

4. **Disbursement of FY 2023 Human Services Grant Funds.** The City Manager or his designee will disburse FY 2023 Human Services Grant funds to the Grantee pursuant to the terms of this Agreement.
   
a. On or about October 3, 2022, January 3, 2023, April 3, 2023, and June 30, 2023, the Grantee shall submit a request for the disbursement of FY 2023 Human Services Grant funds to the City Manager or his designee.
Grant funds to the City Manager or his designee in order to help pay for certain eligible Program Services expenses related to the Mental Health Support and Education for City of Rockville Residents Program (the “Program Expenses”). The Program Expenses for which a disbursement of FY 2023 Human Services 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 2023 Human Services 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 2023 Human Services 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; or

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 2023 Human Services Grant funds.

c. The Grantee’s request for disbursement of FY 2023 Human Services 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 2023 Human Services Grant funds to the Grantee by the Mayor and Council under this Agreement shall be:

i. subject to the availability of sufficient funds in the FY 2023 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 Mental Health Support and Education for City of Rockville Residents Program’s Budget, a copy of which is attached hereto as Exhibit C and incorporated herein, and in accordance with this Agreement.

f. All FY 2023 Human Services 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, 2023, shall be returned to the Mayor and Council by no later than July 15, 2023. All FY 2023 Human Services Grant funds that have not been approved and disbursed by the City Manager or his designee prior to August 9, 2023, shall remain with the Mayor and Council.

g. The Grantee shall not expend any FY 2023 Human Services 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 the Mayor and Council the FY 2023 Human Services 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 2023 Human Services Grant funds paid to the Grantee by the 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:

i. Pay the subcontractor for the proportionate share of the total disbursement received from the 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. **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 the 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. **Insurance.** Prior to the execution of this Agreement, the Grantee shall obtain, at its own costs and expense, the policies set forth in **Exhibit D** 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. **Quarterly Service Utilization Report.** On October 17, 2022, January 17, 2023, and April 17, 2023, the Grantee shall provide the City Manager or his designee with a services utilization report (the **“Quarterly Service Utilization Report”** in a manner and form to be determined by the City Manager or his designee. The Quarterly Service Utilization Report shall contain such information as the City Manager or his designee requests.

   b. **Interim Progress Report.** Upon request by the City Manager or his designee, 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 Mental Health Support and Education for City of Rockville Residents Program’s Budget, and benchmarks reached.

   c. **Final Report.** On or about June 30, 2023, 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 any problems encountered in completing the Mental Health Support and Education for City of Rockville Residents Program, and such other information as the City Manager or his designee requires.

   d. 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, including but not limited to “customer satisfaction surveys.”

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 the 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. HIPAA Compliance.

a. To the extent applicable, the Grantee shall comply in all aspects with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and with any other applicable regulations, involving the privacy or confidentiality of the personal information of individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant. The Grantee shall be solely responsible for developing and implementing policies and procedures that comply with all of the requirements of HIPAA and such other applicable regulations, including, without limitation:

i. developing and distributing any required notice of privacy practices to individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant;

ii. developing, distributing, and obtaining from each of the individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant an authorization permitting the Grantee’s use and disclosure of such individuals’ personal information in the Quarterly Service Utilization Report, or any other reports that may be required from time to time by the City Manager or his designee;

iii. entering into appropriate agreements with any individuals, organizations,
entities that may be considered “business associates” within the meaning of HIPAA; and

iv. developing and implementing comprehensive policies and procedures that safeguard individual rights regarding the privacy of their personal information.

b. Prior to the initial disbursement of the FY 2023 Human Services Grant funds to the Grantee, the Grantee shall furnish the City Manager or his designee with an executed “Certification of HIPAA Compliance and Authority Disclosure Information,” a form of which is attached hereto as **Exhibit E** and incorporated herein.

11. **City Acknowledgment.** The Grantee shall acknowledge the support of the Mayor and Council, where appropriate, in written documents and informational materials regarding the Mental Health Support and Education for City of Rockville Residents Program.

12. **Representations and Warranties of the Grantee.** The Grantee represents and warrants to the 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 the 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.

13. **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.** 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 the Mayor and Council, the 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.

c. **Termination for Unavailability of Funds.** In the event of reduction, suspension, discontinuance or other unavailability of funds, the Mayor and Council unilaterally may take appropriate action(s) including, but not limited to, immediately reducing the maximum dollar amount of the FY 2023 Human Services Grant. The Mayor and Council shall give the Grantee no less than sixty (60) days’ advanced written notice of the action(s) the 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 the Mayor and Council any unused portion of the FY 2023 Human Services Grant, including interest accrued, except that the Grantee shall have no obligation to refund to the Mayor and Council any portion of the FY 2023 Human Services Grant expended as of the date of termination in accordance with the terms of this Agreement. Grantee shall also provide the Mayor and Council with a written report detailing the expenditures, if any, from the FY 2023 Human Services 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 2023 Human Services Grant that has not been spent in accordance with this Agreement.

ii. Upon termination, the Grantee shall immediately deliver to the 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
e. The City Manager is authorized to terminate this Agreement on the 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 the Mayor and Council of its rights and remedies at law or in equity against the Grantee.


a. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Grantee 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: sferral@rockvillemd.gov

With a Copies to: Robert DiSpirito, City Manager
Email: rdispirito@rockvillemd.gov

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

To the Grantee: NAMI Montgomery County (MD), Inc.
Stephanie Rosen, Executive Director
9210 Corporate Blvd., Suite 170
Rockville, Maryland 20850
Attn: Jody Burghardt
Email: ed@namimc.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
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 the 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 the 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 2023 Human Services 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. The 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 the 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 the 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, the Mayor and Council, its employees, agents, successors and assigns against liability for any suits, actions or claims of any character arising from or related to the performance by the Grantee (or its officers, agents, employees, successors and assigns) of any of its right or obligations under this Agreement.

j. **Liability.** The Grantee releases the Mayor and Council, its employees and agents from, agrees that the Mayor and Council, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys’ fees, incurred by or asserted or imposed against the Mayor and Council, its employees and agents, as a result of or in connection with the Mental Health Support and Education for City of Rockville Residents Program, except for the gross negligence or willful misconduct of the Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.

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 the 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, including the performance of Program Services, because of race, gender, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation, or age.
n. **Client Grievance.** The Grantee shall develop, implement, and maintain written policies and procedures that establish (a) a client grievance process, and (b) a process where clients are advised of their rights.

o. **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.

p. **Exhibits.** All Exhibits referred to in this Agreement are by such references fully incorporated herein.

q. **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

By: Robert DiSpirito, City Manager

Robert E. Dawson, City Attorney

ATTEST

By: 

Sara Taylor-Ferrell, City Clerk / Director of Council Operations
GRANTEE

NAMI MONTGOMERY COUNTY (MD), INC., a Maryland nonstock corporation, as Grantee

By: __________________________
   Name: _________________________
   Title: __________________________

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ___ day of ____________, 2022, 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: ________________
Mental Health Support and Education for City of Rockville Residents - $16,050

PROGRAM SERVICES

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.

Scope of Service:
- NAMI Basics six session class in English and Spanish home visiting
- NAMI Family-to-Family eight session class in English and Spanish
- NAMI Peer-to-Peer ten session class
- NAMI Connection Recovery and NAMI Family Support Groups

PERFORMANCE MEASURES

Projected Output:
- 1,333 unduplicated number of people served
- 85 unduplicated number of Rockville residents served
- 600 program participants surveyed
- 540 program participants satisfied with program services
- 274 families served
- 22 Rockville resident families served
- 488 parents served
- 63 Rockville resident parents served
- 265 parent groups provided
- 1,686 hours of parent groups provided
- Optional Outcomes
  - 1,012 family participants attending groups
  - 177 Spanish speaking families served

Projected Outcomes: Of all served:
- Initial: Families are linked to needed services
  - 762 referred to other human services
- Intermediate: Families demonstrate improved self-sufficiency N/A
- Long Term: Family home is safe and children are screened for developmental milestones N/A

(End of Exhibit “A”)
DISBURSEMENT & REPORTING PROCEDURES

DISBURSEMENT METHOD: Quarterly Reimbursement

The City agrees to disburse a quarterly payment to Grantee upon receipt of a request for funds and the report or reports due for the relevant reporting period. Each request must be made in writing on a form provided by the City.

Disbursement shall be made upon approval of the request by the Community Services Manager or designated City staff member. Once each invoice is processed, a payment will be made.

Invoices must be submitted concurrently with the report(s) from the quarter in question (including six-month or year-end report, when applicable), as shown in the schedule below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice</th>
<th>Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 15, 2022</td>
<td>Q1 Invoice*</td>
<td>Q1 Report</td>
</tr>
<tr>
<td>January 15, 2023</td>
<td>Q2 Invoice*</td>
<td>Q2 Report, Six-Month Report</td>
</tr>
<tr>
<td>April 15, 2023</td>
<td>Q3 Invoice*</td>
<td>Q3 Report</td>
</tr>
<tr>
<td>July 15, 2023</td>
<td>Q4 Invoice*</td>
<td>Q4 Report, Year-End Report</td>
</tr>
</tbody>
</table>

*Invoice will not be processed if not accompanied by the relevant report(s). If there are errors in the report(s), the invoice will not be processed until a corrected report is submitted.

(End of Exhibit “B”)
EXHIBIT C
FY 2023 Human Services Grant
Program Budget
NAMI Montgomery County (MD), Inc.
Mental Health Support and Education for City of Rockville Residents Program

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>City Request FY 2023</th>
<th>Last Year FY 2021</th>
<th>Current Yr FY 2022</th>
<th>Grant Year FY 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Direct contributions (include special events, not direct costs)</td>
<td>67,676</td>
<td>82,250</td>
<td>86,800</td>
<td></td>
</tr>
<tr>
<td>2. Grants from foundations (list)</td>
<td>20,000</td>
<td>25,000</td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>Clark Winkler Foundation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clausen Family Foundation</td>
<td>100,000</td>
<td>75,000</td>
<td>75,000</td>
<td></td>
</tr>
<tr>
<td>Greater Washington Community Foundation - Sharing Montgomery</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Other Foundations</td>
<td>61,666</td>
<td>28,100</td>
<td>62,500</td>
<td></td>
</tr>
<tr>
<td>3. Grants &amp; contracts from government sources (list)</td>
<td>25,000</td>
<td>0</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>City of Rockville</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Montgomery County Health and Human Services Contracts</td>
<td>43,525</td>
<td>44,843</td>
<td>48,188</td>
<td></td>
</tr>
<tr>
<td>Montgomery County Community Development Fund Grant</td>
<td>27,400</td>
<td>30,000</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Federal Small Business Administration - PPP Loan turned Grant</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other Government Grants</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>4. Program fees</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>5. In-kind contributions (Reflect only items shown in expense lines below, and list by type, i.e., rent, personnel, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Volunteer Hours (est. $28.64 per hour instead of Personnel)</td>
<td>57,000</td>
<td>68,369</td>
<td>62,500</td>
<td></td>
</tr>
<tr>
<td>Free spot to host programs instead of Rent (est. $50 per hour)</td>
<td>4,000</td>
<td>5,631</td>
<td>11,000</td>
<td></td>
</tr>
<tr>
<td>6. Other - specify interest</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>7. Revenue without in-kind contributions (sums automatically)</td>
<td>220,692</td>
<td>310,269</td>
<td>330,207</td>
<td></td>
</tr>
<tr>
<td>8. Total revenue (sums automatically)</td>
<td>26,000</td>
<td>392,636</td>
<td>390,168</td>
<td>412,810</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Personnel (salaries, benefits, taxes) (enumerate positions included in FY 2023 City grant request below)</td>
<td>223,459</td>
<td>230,369</td>
<td>254,670</td>
<td></td>
</tr>
<tr>
<td>Position 1: Director of Programs</td>
<td>7,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 2: Program Operations Manager</td>
<td>10,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 3: Communications and Equipment Manager</td>
<td>7,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 4: Resource Navigator</td>
<td>5,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Consultant/contract services</td>
<td>0</td>
<td>18,045</td>
<td>16,170</td>
<td></td>
</tr>
<tr>
<td>11. Occupancy (rent, electricity, gas, etc.)</td>
<td>30,000</td>
<td>25,720</td>
<td>24,430</td>
<td></td>
</tr>
<tr>
<td>12. Consumable supplies (enumerate consumables included in FY 2023 City grant request)</td>
<td>7,166</td>
<td>11,283</td>
<td>11,283</td>
<td></td>
</tr>
<tr>
<td>Supply 1:</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply 2:</td>
<td>0</td>
<td>504</td>
<td>2,110</td>
<td></td>
</tr>
<tr>
<td>13. Transportation/travel</td>
<td>0</td>
<td>3,604</td>
<td>2,328</td>
<td>3,238</td>
</tr>
<tr>
<td>14. Liability insurance</td>
<td>0</td>
<td>1,265</td>
<td>1,271</td>
<td></td>
</tr>
<tr>
<td>15. Rent/sale of equipment</td>
<td>0</td>
<td>2,829</td>
<td>3,207</td>
<td></td>
</tr>
<tr>
<td>16. Other direct expenses - specify: Soft Subsc &amp; Tel. Intern.</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. Value of in-kind contributions (sums automatically)</td>
<td>82,043</td>
<td>80,868</td>
<td>73,523</td>
<td></td>
</tr>
<tr>
<td>18. Depreciation (prorated share for this program)</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Other - specify: Grant Expenses &amp; Credit Card Processing Fee</td>
<td>0</td>
<td>4,327</td>
<td>19,049</td>
<td>21,264</td>
</tr>
<tr>
<td>20. Expenses without in-kind contributions (sums automatically)</td>
<td>25,000</td>
<td>310,269</td>
<td>330,207</td>
<td></td>
</tr>
<tr>
<td>21. Total expenses (sums automatically)</td>
<td>25,000</td>
<td>382,636</td>
<td>380,156</td>
<td>412,819</td>
</tr>
<tr>
<td>22. Excess/deficit (calculates automatically)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

This budget to be modified by grantee to reflect awarded amount, not requested amount

(End of Exhibit “C”)

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MAYOR AND COUNCIL OF ROCKVILLE
HUMAN SERVICES GRANT AGREEMENT
NAMI Montgomery County (MD), Inc., Grantee
Fiscal Year 2023
EXHIBIT D
FY 2023 Human Services Grant
Insurance Requirements
NAMI Montgomery County (MD), Inc.
Mental Health Support and Education for City of Rockville Residents Program

[To be provided by the City’s Risk Manager]
CERTIFICATION OF HIPAA COMPLIANCE AND AUTHORITY TO DISCLOSE INFORMATION

The undersigned Grantee hereby certifies that it has fully complied with all applicable requirements of the HIPAA Privacy Regulations and any other applicable regulations regarding the privacy and confidentiality of the personal information of individuals who will be receiving Grant Services from the Grantee.

The undersigned Grantee further certifies that prior to receiving Grant Services from the Grantee, all individuals will sign a valid authorization that will remain in effect during the term of the Grant, which enables the Grantee to use or disclose the individual’s personal information for purposes of its operations and in order to provide Grant Services, obtain payment of Grant Funds, verify service utilization, provide necessary reports to the City, and satisfy all conditions to the Grant that may be established from time to time by the City.

GRANTEE (Organization Name):

__________________________________________  Date:  _________________

By:   _________________________________________________________

Signature of Authorized Representative

_________________________________________________________

Printed Name

_________________________________________________________

Title

(End of Exhibit “E”)
THIS HUMAN SERVICES GRANT AGREEMENT (this “Agreement”) is entered into this 1st day of July 2022 (the “Effective Date”), by and between THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, a municipal corporation and body politic of the State of Maryland (the “Mayor and Council”), acting through its City Manager (the “City Manager”) and NOURISH NOW, INC., a Maryland nonstock corporation (the “Grantee”) (the Mayor and Council and the Grantee each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, the Mayor and Council annually provides grants to local nonprofit organizations that provide certain critical supportive services for Rockville residents, including, but not limited to, services that address homelessness, food and clothing insecurities, health care, youth development, and language and citizenship education; and

B. WHEREAS, the Grantee submitted one or more “City of Rockville FY 2023 Human Services Nonprofit Grant” applications (collectively, the “FY 2023 Human Services Grant Application”) requesting certain caregiver agency grant funds to support its Multi-Cultural Mobile Food Assistance Program to address food insecurity (the “Multi-Cultural Mobile Food Assistance Program”); and

C. WHEREAS, on May 9, 2022, the Mayor and Council approved the City of Rockville Fiscal Year 2023 Budget (the “FY 2023 City Budget”), and authorized the City Manager to, among other things, provide certain caregiver agency grant funds to eligible nonprofit organizations listed in the FY 2023 City Budget; and

D. WHEREAS, the Mayor and Council, in reliance upon the representations and certifications contained in the Grantee’s FY 2023 Human Services Grant Application, including all supporting documents submitted therewith, approved and allocated a maximum amount of Thirty-Three thousand One Hundred Seventy and 00/100 Dollars ($33,170.00) in caregiver agency grant funds to the Grantee in order to assist in the funding of the Multi-Cultural Mobile Food Assistance Program, subject to the terms and conditions set forth in this Agreement.

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 June 30, 2023, unless extended or sooner terminated in accordance with Section 13 of this Agreement entitled “Termination”.

2. **Program Services.**
   
   a. The Grantee shall perform those services related to the implementation of the Multi-Cultural Mobile Food Assistance Program (the “Program Services”) as specified in **Exhibit A** entitled “Scope of Program Services” which is attached hereto and incorporated herein.

   b. **Time of Performance.** The Grantee’s performance of the Program Services shall begin on the Effective Date and end on the 30th day of June 2023. 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, 2023, unless the City Manager grants an extension for good cause shown.

   c. **Performance Monitoring.** 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 **Exhibit A**. Substandard performance as determined by the City Manager or his designee shall constitute noncompliance with this Agreement.

3. **Fiscal Year 2023 Community Organization Grant Funds.**
   
   a. In consideration of the various obligations to be undertaken by the Grantee pursuant to this Agreement, including the performance of Program Services, the Mayor and Council agrees to provide the Grantee with certain caregiver agency grant funds in the maximum amount of Thirty-Three thousand One Hundred Seventy and 00/100 Dollars ($33,170.00) (the “FY 2023 Human Services Grant”), to be used for the sole purpose of helping to fund the Program Services.

   b. In consideration for accepting the FY 2023 Human Services Grant from the Mayor and Council, the Grantee shall administer the Multi-Cultural Mobile Food Assistance Program in a manner satisfactory to the City Manager and consistent with any standards required by all applicable federal, state and local rules and regulations.

4. **Disbursement of FY 2023 Human Services Grant Funds.** The City Manager or his designee will disburse FY 2023 Human Services Grant funds to the Grantee pursuant to the terms of this Agreement.
   
   a. On or about October 3, 2022, January 3, 2023, April 3, 2023, and June 30, 2023, the Grantee shall submit a request for the disbursement of FY 2023 Human Services...
Grant funds to the City Manager or his designee in order to help pay for certain eligible Program Services expenses related to the Multi-Cultural Mobile Food Assistance Program (the “Program Expenses”). The Program Expenses for which a disbursement of FY 2023 Human Services 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 2023 Human Services 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 2023 Human Services 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; or

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 2023 Human Services Grant funds.

c. The Grantee’s request for disbursement of FY 2023 Human Services 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 2023 Human Services Grant funds to the Grantee by the Mayor and Council under this Agreement shall be:

i. subject to the availability of sufficient funds in the FY 2023 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 Multi-Cultural Mobile Food Assistance Program’s Budget, a copy of which is attached hereto as Exhibit C and incorporated herein, and in accordance with this Agreement.

f. All FY 2023 Human Services 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, 2023, shall be returned to the Mayor and Council by no later than July 15, 2023. All FY 2023 Human Services Grant funds that have not been approved and disbursed by the City Manager or his designee prior to August 9, 2023, shall remain with the Mayor and Council.

g. The Grantee shall not expend any FY 2023 Human Services 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 the Mayor and Council the FY 2023 Human Services 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 2023 Human Services Grant funds paid to the Grantee by the 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:

i. Pay the subcontractor for the proportionate share of the total disbursement received from the 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. 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 the 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. Insurance. Prior to the execution of this Agreement, the Grantee shall obtain, at its own costs and expense, the policies set forth in Exhibit D 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. **Quarterly Service Utilization Report.** On October 17, 2022, January 17, 2023, and April 17, 2023, the Grantee shall provide the City Manager or his designee with a services utilization report (the “**Quarterly Service Utilization Report**”) in a manner and form to be determined by the City Manager or his designee. The Quarterly Service Utilization Report shall contain such information as the City Manager or his designee requests.

   b. **Interim Progress Report.** Upon request by the City Manager or his designee, 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 Multi-Cultural Mobile Food Assistance Program’s Budget, and benchmarks reached.

   c. **Final Report.** On or about June 30, 2023, 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 any problems encountered in completing the Multi-Cultural Mobile Food Assistance Program, and such other information as the City Manager or his designee requires.

   d. 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, including but not limited to “customer satisfaction surveys.”

9. **Monitoring / Audits.**

---

**MAYOR AND COUNCIL OF ROCKVILLE**

**HUMAN SERVICES GRANT AGREEMENT**

Nourish Now, Inc., **Grantee**

Fiscal Year 2023
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 the 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. HIPAA Compliance.

a. To the extent applicable, the Grantee shall comply in all aspects with the Health
Insurance Portability and Accountability Act of 1996 ("HIPAA"), and with any
other applicable regulations, involving the privacy or confidentiality of the personal
information of individuals receiving services from the Grantee that are funded with
the FY 2023 Human Services Grant. The Grantee shall be solely responsible for
developing and implementing policies and procedures that comply with all of the
requirements of HIPAA and such other applicable regulations, including, without
limitation:

i. developing and distributing any required notice of privacy practices to
   individuals receiving services from the Grantee that are funded with the FY
   2023 Human Services Grant;

ii. developing, distributing, and obtaining from each of the individuals receiving
    services from the Grantee that are funded with the FY 2023 Human Services
    Grant an authorization permitting the Grantee’s use and disclosure of such
    individuals’ personal information in the Quarterly Service Utilization Report,
    or any other reports that may be required from time to time by the City
    Manager or his designee;

iii. entering into appropriate agreements with any individuals, organizations, or
entities that may be considered “business associates” within the meaning of HIPAA; and

iv. developing and implementing comprehensive policies and procedures that safeguard individual rights regarding the privacy of their personal information.

b. Prior to the initial disbursement of the FY 2023 Human Services Grant funds to the Grantee, the Grantee shall furnish the City Manager or his designee with an executed “Certification of HIPAA Compliance and Authority Disclosure Information,” a form of which is attached hereto as Exhibit E and incorporated herein.

11. City Acknowledgment. The Grantee shall acknowledge the support of the Mayor and Council, where appropriate, in written documents and informational materials regarding the Multi-Cultural Mobile Food Assistance Program.

12. Representations and Warranties of the Grantee. The Grantee represents and warrants to the 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 the 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.

13. 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. 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 the Mayor and Council, the 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.

c. Termination for Unavailability of Funds. In the event of reduction, suspension, discontinuance or other unavailability of funds, the Mayor and Council unilaterally may take appropriate action(s) including, but not limited to, immediately reducing the maximum dollar amount of the FY 2023 Human Services Grant. The Mayor and Council shall give the Grantee no less than sixty (60) days’ advanced written notice of the action(s) the 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 the Mayor and Council any unused portion of the FY 2023 Human Services Grant, including interest accrued, except that the Grantee shall have no obligation to refund to the Mayor and Council any portion of the FY 2023 Human Services Grant expended as of the date of termination in accordance with the terms of this Agreement. Grantee shall also provide the Mayor and Council with a written report detailing the expenditures, if any, from the FY 2023 Human Services 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 2023 Human Services Grant that has not been spent in accordance with this Agreement.

ii. Upon termination, the Grantee shall immediately deliver to the 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 performed, 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 the 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 the Mayor and Council of its rights and remedies at law or in equity against the Grantee.


a. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Grantee 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: sferrell@rockvillemd.gov

With a Copies to: Robert DiSpirito, City Manager
Email: rdispirito@rockvillemd.gov
Robert E. Dawson, City Attorney
Email: rdawson@rockvillemd.gov

To the Grantee: Nourish Now, Inc.
Brett Meyers, Executive Director
1111 Taft Street
Rockville, Maryland 20850
Attn: Brett Meyers
Email: brett@nourishnow.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 the 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 the 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 2023 Human Services 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. The 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 the 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 the 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, the Mayor and Council, its employees, agents, successors and assigns against liability for any suits, actions or claims of any character arising from or related to the performance by the Grantee (or its officers, agents, employees, successors and assigns) of any of its right or obligations under this Agreement.

j. **Liability.** The Grantee releases the Mayor and Council, its employees and agents from, agrees that the Mayor and Council, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys’ fees, incurred by or asserted or imposed against the Mayor and Council, its employees and agents, as a result of or in connection with the Multi-Cultural Mobile Food Assistance Program, except for the gross negligence or willful misconduct of the Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.

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 the 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, including the performance of Program Services, because of race, gender, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation, or age.

n. **Client Grievance.** The Grantee shall develop, implement, and maintain written policies and procedures that establish (a) a client grievance process, and (b) a process where clients are advised of their rights.
o. **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.

p. **Exhibits.** All Exhibits referred to in this Agreement are by such references fully incorporated herein.

q. **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:

Robert E. Dawson, City Attorney

Robert DiSpirito, City Manager

ATTEST

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

NOURISH NOW, INC., a Maryland nonstock corporation, as Grantee

By: __________________________

Name: __________________________
Title: __________________________

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of ____________, 2022, 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
FY 2023 Human Services Grant
Scope of Program Services
Nourish Now, Inc.
Multi-Cultural Emergency Mobile Food Assistance Program

Multi-Cultural Mobile Food Assistance Program - $33,170

PROGRAM SERVICES

Multi-Cultural Mobile Food Assistance Program - 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 partner organizations.

Scope of Service:
- distribute food directly to those struggling with hunger.
- provide healthful food to those now depending on high-fat fast food.
- deliver free Family Relief Boxes of food to a family of four for five days
- Emergency food support

PERFORMANCE MEASURES

Projected Output:
- 245,000 unduplicated number of people served
- 52,000 unduplicated number of Rockville residents served
- 0 program participants surveyed
- 0 program participants satisfied with program services
- 250,000 pickups by Montgomery County residents
- 4,800 pickups by Rockville residents
- 645,000 pounds of food distributed to clients
- 210,000 pounds distributed to agencies/organizations
- $1,250,000.00 dollar value of food distributed.

Projected Outcomes: Of all served:
- Initial: Clients receive food
  275 clients referred for assistance
  200,000 use program’s services for first time
- Intermediate: Client access to food and services is increased
  250,000 use program’s services more than once
  150 clients receive referrals to or information about other needed services
  240,000 clients take advantage of satellite pick up sites
- Long-term: Clients achieve greater self-sufficiency
  150 clients reported that they saved money to spend on other basic needs
  220 clients reported program services fostered healthy eating in their household

(End of Exhibit “A”)
EXHIBIT B
FY 2023 Human Services Grant
Disbursement of Grant Funds
Nourish Now, Inc.
Multi-Cultural Emergency Mobile Food Assistance Program

DISBURSEMENT & REPORTING PROCEDURES

DISBURSEMENT METHOD: Quarterly Reimbursement

The City agrees to disburse a quarterly payment to Grantee upon receipt of a request for funds and the report or reports due for the relevant reporting period. Each request must be made in writing on a form provided by the City.

Disbursement shall be made upon approval of the request by the Community Services Manager or designated City staff member. Once each invoice is processed, a payment will be made.

Invoices must be submitted concurrently with the report(s) from the quarter in question (including six-month or year-end report, when applicable), as shown in the schedule below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice</th>
<th>Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 15, 2022</td>
<td>Q1 Invoice*</td>
<td>Q1 Report</td>
</tr>
<tr>
<td>January 15, 2023</td>
<td>Q2 Invoice*</td>
<td>Q2 Report</td>
</tr>
<tr>
<td>April 15, 2023</td>
<td>Q3 Invoice*</td>
<td>Q3 Report</td>
</tr>
<tr>
<td>July 15, 2023</td>
<td>Q4 Invoice*</td>
<td>Q4 Report</td>
</tr>
</tbody>
</table>

*Invoice will not be processed if not accompanied by the relevant report(s). If there are errors in the report(s), the invoice will not be processed until a corrected report is submitted.

(End of Exhibit “B”)
**EXHIBIT C**
FY 2023 Human Services Grant Program Budget

Nourish Now, Inc.
Multi-Cultural Emergency Mobile Food Assistance Program

---

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>City Request FY 2023</th>
<th>Last Year FY 2021</th>
<th>Current Yr. FY 2022*</th>
<th>Grant Year FY2023*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct contribution (include special events, net of direct costs)</td>
<td>170,000</td>
<td>180,000</td>
<td>130,000</td>
<td></td>
</tr>
<tr>
<td>Grants from foundations (list)</td>
<td>20,000</td>
<td>20,000</td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>Junior League</td>
<td>50,000</td>
<td>30,000</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Clark-Winfield Foundation</td>
<td>50,000</td>
<td>50,000</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Mary Harts</td>
<td>100,000</td>
<td>50,000</td>
<td>50,000</td>
<td></td>
</tr>
<tr>
<td>Grants &amp; contracts from government sources (list)</td>
<td>50,000</td>
<td>20,135</td>
<td>31,000</td>
<td>50,000</td>
</tr>
<tr>
<td>City of Rockville</td>
<td>50,000</td>
<td>20,000</td>
<td>31,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Montgomery County Government</td>
<td>200,000</td>
<td>150,000</td>
<td>80,000</td>
<td></td>
</tr>
<tr>
<td>Federal Government</td>
<td>0</td>
<td>5,000</td>
<td>35,000</td>
<td></td>
</tr>
<tr>
<td>City of Gaithersburg</td>
<td>0</td>
<td>5,000</td>
<td>35,000</td>
<td></td>
</tr>
<tr>
<td><strong>Program fees</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In-kind contributions (reflect only items shown in expense lines below, and list by type, i.e., rent, personnel, etc.)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other - specific</td>
<td>70,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenue</strong> (sum automatically)</td>
<td>616,135</td>
<td>533,000</td>
<td>497,000</td>
<td></td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel (salaries, benefits, taxes) (enumerate positions included in FY 2022 City grant request below)</td>
<td>2,620</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 1: Clement Logan, Family Relief Services Coordinator</td>
<td>2,620</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 2: Julie Seymour, senior food director of operations</td>
<td>1,942</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 3: Faviyova, food distribution coordinator</td>
<td>2,766</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 4: Knial Datari, data processing manager</td>
<td>875</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total contract services</td>
<td>6,000</td>
<td>8,500</td>
<td>7,000</td>
<td></td>
</tr>
<tr>
<td>Occupancy (rent, electricity, gas, etc.)</td>
<td>22,150</td>
<td>32,070</td>
<td>60,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenditures</strong> (sum automatically)</td>
<td>37,000</td>
<td>23,000</td>
<td>19,000</td>
<td></td>
</tr>
<tr>
<td><strong>Excess/deficit (calculates automatically)</strong></td>
<td>18,007</td>
<td>224,055</td>
<td>250,380</td>
<td>254,200</td>
</tr>
</tbody>
</table>

*Projected

This budget to be modified by grantee to reflect awarded amount, not requested amount

*(End of Exhibit “C”)*

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MAYOR AND COUNCIL OF ROCKVILLE
HUMAN SERVICES GRANT AGREEMENT

Nourish Now, Inc., Grantee
Fiscal Year 2023
EXHIBIT D
FY 2023 Human Services Grant
Insurance Requirements
Nourish Now, Inc.
Multi-Cultural Emergency Mobile Food Assistance Program

[To be provided by the City’s Risk Manager]

(End of Exhibit “D”)
CERTIFICATION OF HIPAA COMPLIANCE AND AUTHORITY TO DISCLOSE INFORMATION

The undersigned Grantee hereby certifies that it has fully complied with all applicable requirements of the HIPAA Privacy Regulations and any other applicable regulations regarding the privacy and confidentiality of the personal information of individuals who will be receiving Grant Services from the Grantee.

The undersigned Grantee further certifies that prior to receiving Grant Services from the Grantee, all individuals will sign a valid authorization that will remain in effect during the term of the Grant, which enables the Grantee to use or disclose the individual’s personal information for purposes of its operations and in order to provide Grant Services, obtain payment of Grant Funds, verify service utilization, provide necessary reports to the City, and satisfy all conditions to the Grant that may be established from time to time by the City.

GRANTEE (Organization Name):

__________________________________________  Date:  _________________

By:   _________________________________________________________
       Signature of Authorized Representative

_________________________________________________________
Printed Name

_________________________________________________________

Title

(End of Exhibit “E”)
CITY OF ROCKVILLE, MARYLAND
HUMAN SERVICES GRANT AGREEMENT

THIS HUMAN SERVICES GRANT AGREEMENT (this “Agreement”) is entered into this 1st day of July 2022 (the “Effective Date”), by and between THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, a municipal corporation and body politic of the State of Maryland (the “Mayor and Council”), acting through its City Manager (the “City Manager”) and RAINBOW PLACE SHELTER FOR HOMELESS WOMEN, INC., a Maryland nonstock corporation (the “Grantee”) (the Mayor and Council and the Grantee each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, the Mayor and Council annually provides grants to local nonprofit organizations that provide certain critical supportive services for Rockville residents, including, but not limited to, services that address homelessness, food and clothing insecurities, health care, youth development, and language and citizenship education; and

B. WHEREAS, the Grantee submitted nonstock corporation “City of Rockville FY 2023 Human Services Nonprofit Grant” applications (collectively, the “FY 2023 Human Services Grant Application”) requesting certain caregiver agency grant funds to support its Rainbow Place Shelter for Homeless Women to address homelessness (the “Rainbow Place Shelter for Homeless Women Program”); and

C. WHEREAS, on May 9, 2022, the Mayor and Council approved the City of Rockville Fiscal Year 2023 Budget (the “FY 2023 City Budget”), and authorized the City Manager to, among other things, provide certain caregiver agency grant funds to eligible nonprofit organizations listed in the FY 2023 City Budget; and

D. WHEREAS, the Mayor and Council, in reliance upon the representations and certifications contained in the Grantee’s FY 2023 Human Services Grant Application, including all supporting documents submitted therewith, approved and allocated a maximum amount of Sixteen Thousand Fifty and 00/100 Dollars ($16,050.00) in caregiver agency grant funds to the Grantee in order to assist in the funding of the Rainbow Place Shelter for Homeless Women Program, subject to the terms and conditions set forth in this Agreement.

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 June 30, 2023, unless extended or sooner terminated in accordance with Section 13 of this Agreement entitled “Termination”.

2. Program Services.
   a. The Grantee shall perform those services related to the implementation of the Rainbow Place Shelter for Homeless Women Program (the “Program Services”) as specified in Exhibit A entitled “Scope of Program Services” which is attached hereto and incorporated herein.
   b. Time of Performance. The Grantee’s performance of the Program Services shall begin on the Effective Date and end on the 30th day of June 2023. 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, 2023, unless the City Manager grants an extension for good cause shown.
   c. Performance Monitoring. 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 Exhibit A. Substandard performance as determined by the City Manager or his designee shall constitute noncompliance with this Agreement.

3. Fiscal Year 2023 Community Organization Grant Funds.
   a. In consideration of the various obligations to be undertaken by the Grantee pursuant to this Agreement, including the performance of Program Services, the Mayor and Council agrees to provide the Grantee with certain caregiver agency grant funds in the maximum amount of Sixteen Thousand Fifty and 00/100 Dollars ($16,050.00) (the “FY 2023 Human Services Grant”), to be used for the sole purpose of helping to fund the Program Services.
   b. In consideration for accepting the FY 2023 Human Services Grant from the Mayor and Council, the Grantee shall administer the Rainbow Place Shelter for Homeless Women Program in a manner satisfactory to the City Manager and consistent with any standards required by all applicable federal, state and local rules and regulations.

4. Disbursement of FY 2023 Human Services Grant Funds. The City Manager or his designee will disburse FY 2023 Human Services Grant funds to the Grantee pursuant to the terms of this Agreement.
   a. On or about October 3, 2022, January 3, 2023, April 3, 2023, and June 30, 2023, the Grantee shall submit a request for the disbursement of FY 2023 Human Services
Grant funds to the City Manager or his designee in order to help pay for certain eligible Program Services expenses related to the Rainbow Place Shelter for Homeless Women Program (the “Program Expenses”). The Program Expenses for which a disbursement of FY 2023 Human Services 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 2023 Human Services 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 2023 Human Services 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; or

   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 2023 Human Services Grant funds.

c. The Grantee’s request for disbursement of FY 2023 Human Services 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 2023 Human Services Grant funds to the Grantee by the Mayor and Council under this Agreement shall be:

   i. subject to the availability of sufficient funds in the FY 2023 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 Rainbow Place Shelter for Homeless Women Program’s Budget, a copy of which is attached hereto as Exhibit C and incorporated herein, and in accordance with this Agreement.

f. All FY 2023 Human Services 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, 2023, shall be returned to the Mayor and Council by no later than July 15, 2023. All FY 2023 Human Services Grant funds that have not been approved and disbursed by the City Manager or his designee prior to August 9, 2023, shall remain with the Mayor and Council.

g. The Grantee shall not expend any FY 2023 Human Services 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 the Mayor and Council the FY 2023 Human Services 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 2023 Human Services Grant funds paid to the Grantee by the 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:

i. Pay the subcontractor for the proportionate share of the total disbursement received from the 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. **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 the 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. **Insurance.** Prior to the execution of this Agreement, the Grantee shall obtain, at its own costs and expense, the policies set forth in Exhibit D 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 Agreement.
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. **Quarterly Service Utilization Report.** On October 17, 2022, January 17, 2023, and April 17, 2023, the Grantee shall provide the City Manager or his designee with a services utilization report (the “Quarterly Service Utilization Report”) in a manner and form to be determined by the City Manager or his designee. The Quarterly Service Utilization Report shall contain such information as the City Manager or his designee requests.

   b. **Interim Progress Report.** Upon request by the City Manager or his designee, 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 Rainbow Place Shelter for Homeless Women Program’s Budget and benchmarks reached.

   c. **Final Report.** On or about June 30, 2023, 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 any problems encountered in completing the Rainbow Place Shelter for Homeless Women Program, and such other information as the City Manager or his designee requires.

   d. 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, including but not limited to “customer satisfaction surveys.”

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 the 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. HIPAA Compliance.

a. To the extent applicable, the Grantee shall comply in all aspects with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and with any other applicable regulations, involving the privacy or confidentiality of the personal information of individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant. The Grantee shall be solely responsible for developing and implementing policies and procedures that comply with all of the requirements of HIPAA and such other applicable regulations, including, without limitation:

   i. developing and distributing any required notice of privacy practices to individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant;

   ii. developing, distributing, and obtaining from each of the individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant an authorization permitting the Grantee’s use and disclosure of such individuals’ personal information in the Quarterly Service Utilization Report, or any other reports that may be required from time to time by the City Manager or his designee;

   iii. entering into appropriate agreements with any individuals, organizations, or
entities that may be considered “business associates” within the meaning of HIPAA; and

iv. developing and implementing comprehensive policies and procedures that safeguard individual rights regarding the privacy of their personal information.

b. Prior to the initial disbursement of the FY 2023 Human Services Grant funds to the Grantee, the Grantee shall furnish the City Manager or his designee with an executed “Certification of HIPAA Compliance and Authority Disclosure Information,” a form of which is attached hereto as Exhibit E and incorporated herein.

11. City Acknowledgment. The Grantee shall acknowledge the support of the Mayor and Council, where appropriate, in written documents and informational materials regarding the Rainbow Place Shelter for Homeless Women Program.

12. Representations and Warranties of the Grantee. The Grantee represents and warrants to the 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 the 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.

13. 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.** 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 the Mayor and Council, the 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.

c. **Termination for Unavailability of Funds.** In the event of reduction, suspension, discontinuance or other unavailability of funds, the Mayor and Council unilaterally may take appropriate action(s) including, but not limited to, immediately reducing the maximum dollar amount of the FY 2023 Human Services Grant. The Mayor and Council shall give the Grantee no less than sixty (60) days’ advanced written notice of the action(s) the 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 the Mayor and Council any unused portion of the FY 2023 Human Services Grant, including interest accrued, except that the Grantee shall have no obligation to refund to the Mayor and Council any portion of the FY 2023 Human Services Grant expended as of the date of termination in accordance with the terms of this Agreement. Grantee shall also provide the Mayor and Council with a written report detailing the expenditures, if any, from the FY 2023 Human Services 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 2023 Human Services Grant that has not been spent in accordance with this Agreement.

ii. Upon termination, the Grantee shall immediately deliver to the 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 the 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 the Mayor and Council of its rights and remedies at law or in equity against the Grantee.


a. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Grantee 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: sferrell@rockvillemd.gov

With a Copies to:
Robert DiSpirito, City Manager
Email: rdispirito@rockvillemd.gov

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

To the Grantee:
Rainbow Place Shelter for Homeless Women, Inc.
Lauren Paiva, Executive Director
215 West Montgomery Avenue
Rockville, Maryland 20850
Attn: Lauren Paiva
Email: lauren@rainbowplace.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 the 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 the 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 2023 Human Services 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. The 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 the 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 the 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, the Mayor and Council, its employees, agents, successors and assigns against liability for any suits, actions or claims of any character arising from or related to the performance by the Grantee (or its officers, agents, employees, successors and assigns) of any of its right or obligations under this Agreement.

j. Liability. The Grantee releases the Mayor and Council, its employees and agents from, agrees that the Mayor and Council, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys’ fees, incurred by or asserted or imposed against the Mayor and Council, its employees and agents, as a result of or in connection with the Rainbow Place Shelter for Homeless Women Program, except for the gross negligence or willful misconduct of the Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.

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 the 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, including the performance of Program Services, because of race, gender, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation, or age.

n. Client Grievance. The Grantee shall develop, implement, and maintain written policies and procedures that establish (a) a client grievance process, and (b) a process where clients are advised of their rights.
o. **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.

p. **Exhibits.** All Exhibits referred to in this Agreement are by such references fully incorporated herein.

q. **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

By: Robert E. Dawson, City Attorney

Robert DiSpirito, City Manager

ATTEST

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

RAINBOW PLACE SHELTER FOR HOMELESS WOMEN, INC., a Maryland nonstock corporation, as Grantee

By: __________________________
Name: __________________________
Title: __________________________

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of ____________, 2022, 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
FY 2023 Human Services Grant
Scope of Program Services
Rainbow Place Shelter for Homeless Women Program, Inc.
Rainbow Place Shelter for Homeless Women

Rainbow Place Shelter for Homeless Women - $16,050

PROGRAM SERVICES
Rainbow Place Shelter for Homeless Women Established in 1981, this is an emergency winter (November through March) night-time shelter for homeless women 18 years and older that provides meals, clothing, laundry facilities, and showers. Originally a program of Rockville Presbyterian Church, the shelter became an independent 501(c)(3) in 2016.

Scope of Service:
- Overnight shelter
- case management
- counseling
- food and other necessities

PERFORMANCE MEASURES

Projected Output:
- 25 unduplicated number of people served
- 3 unduplicated number of Rockville residents served
- 20 program participants surveyed
- 16 program participants satisfied with program services
- 1,812 bed nights provided
- 217 bed nights provided to Rockville residents
- 5,436 meals provided
- 652 meals provided to Rockville residents
- 660 case management hours provided
- 80 case management hours provided to Rockville residents

Projected Outcomes: Of all served:
- Initial: Clients receive emergency food and shelter
  25 complete intake/assessment
- Intermediate: Clients gain access to needed services
  20 engaged in case management
  20 clients complete housing assessment
  20 clients agree to a service plan in the first 30 days of service
  20 clients attend workshops or group meetings provided by the shelter
- Long-term: Clients move to more permanent/stable housing
  10 long term clients (more than 14 days) move to more stable housing
  *(End of Exhibit “A”)*
EXHIBIT B
FY 2023 Human Services Grant
Disbursement of Grant Funds
Rainbow Place Shelter for Homeless Women Program, Inc.
Rainbow Place Shelter for Homeless Women

DISBURSEMENT & REPORTING PROCEDURES

DISBURSEMENT METHOD: Quarterly Reimbursement

The City agrees to disburse a quarterly payment to Grantee upon receipt of a request for funds and the report or reports due for the relevant reporting period. Each request must be made in writing on a form provided by the City.

Disbursement shall be made upon approval of the request by the Community Services Manager or designated City staff member. Once each invoice is processed, a payment will be made.

Invoices must be submitted concurrently with the report(s) from the quarter in question (including six-month or year-end report, when applicable), as shown in the schedule below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice</th>
<th>Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 15, 2022</td>
<td>Q1 Invoice*</td>
<td>Q1 Report</td>
</tr>
<tr>
<td>January 15, 2023</td>
<td>Q2 Invoice*</td>
<td>Q2 Report</td>
</tr>
<tr>
<td>April 15, 2023</td>
<td>Q3 Invoice*</td>
<td>Q3 Report</td>
</tr>
<tr>
<td>July 15, 2023</td>
<td>Q4 Invoice*</td>
<td>Q4 Report</td>
</tr>
</tbody>
</table>

*Invoice will not be processed if not accompanied by the relevant report(s). If there are errors in the report(s), the invoice will not be processed until a corrected report is submitted.

(End of Exhibit “B”)

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# FY 2023 Human Services Grant Program Budget

## Rainbow Place Shelter for Homeless Women Program, Inc.

### HUMAN SERVICES GRANT APPLICATION - FY 2023

**Organization Name:** Rainbow Place Shelter for Homeless Women Inc.  
**Program Name:** Rainbow Place Shelter

### Section F: PROGRAM BUDGET

1. Itemize the revenue and expenses in the budget for this program. See Attachment 7.B.1 for definitions of revenue and expense line items.

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>City Request FY 2023</th>
<th>Current Year FY 2022</th>
<th>Grant Year FY 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Direct contributions (Include special events, net of direct costs)</td>
<td>165,000</td>
<td>173,600</td>
<td>126,000</td>
</tr>
<tr>
<td>2. Grants from foundations (Est.)</td>
<td>7,500</td>
<td>8,000</td>
<td>5,000</td>
</tr>
<tr>
<td></td>
<td>Senior Windows Community Foundation-Sharing Montgomery</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td></td>
<td>Other</td>
<td>2,500</td>
<td>2,000</td>
</tr>
<tr>
<td>3. Grants &amp; contracts from government sources (Est.)</td>
<td>25,500</td>
<td>25,500</td>
<td>25,500</td>
</tr>
<tr>
<td>City of Rockville</td>
<td>25,500</td>
<td>25,500</td>
<td>25,500</td>
</tr>
<tr>
<td>Montgomery County DSS</td>
<td>11,500</td>
<td>11,500</td>
<td>11,500</td>
</tr>
<tr>
<td>Montgomery County Community Grant</td>
<td>35,500</td>
<td>35,500</td>
<td>35,500</td>
</tr>
<tr>
<td>MCFP</td>
<td>8,000</td>
<td>8,000</td>
<td>8,000</td>
</tr>
<tr>
<td>4. Program fees</td>
<td>18,000</td>
<td>46,000</td>
<td>46,000</td>
</tr>
<tr>
<td>5. In-kind contributions (Reflect only items shown in expense lines below, and list by prog. i.e., rent, personnel, etc.)</td>
<td>34,500</td>
<td>39,500</td>
<td>39,500</td>
</tr>
<tr>
<td>6. Fundraising etc</td>
<td>27,500</td>
<td>27,500</td>
<td>27,500</td>
</tr>
<tr>
<td>7. Other - specify</td>
<td>865,500</td>
<td>827,500</td>
<td>821,900</td>
</tr>
<tr>
<td>8. Total revenue (sums automatically)</td>
<td>26,500</td>
<td>792,500</td>
<td>443,000</td>
</tr>
</tbody>
</table>

### Expenditures

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>City Request FY 2023</th>
<th>Current Year FY 2022</th>
<th>Grant Year FY 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Personnel (salaries, benefits, taxes) (enumerate positions included in FY 2023 City grant request below)</td>
<td>536,203</td>
<td>292,806</td>
<td>287,100</td>
</tr>
<tr>
<td>Position 1: Financial Manager</td>
<td>19,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 2: Volunteer Coordinator</td>
<td>1,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 3: Executive Staff</td>
<td>8,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 4:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Consultants/contract services</td>
<td>19,500</td>
<td>15,000</td>
<td>10,000</td>
</tr>
<tr>
<td>11. Occupancy (rent, electricity, gas, etc.)</td>
<td>20,000</td>
<td>9,200</td>
<td>7,600</td>
</tr>
<tr>
<td>12. Consumable supplies (enumerate consumables included in FY 2023 City grant request below)</td>
<td>80,000</td>
<td>8,760</td>
<td>10,000</td>
</tr>
<tr>
<td>Supply 1:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply 2:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Transportation/travel</td>
<td>1,500</td>
<td>500</td>
<td>550</td>
</tr>
<tr>
<td>14. Liability insurance</td>
<td>17,000</td>
<td>2,000</td>
<td>3,000</td>
</tr>
<tr>
<td>15. Renovation of equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Other direct expenses/costs - specify: Supplies, Printing, Postage</td>
<td>50,000</td>
<td>5,000</td>
<td>4,000</td>
</tr>
<tr>
<td>17. Value of in-kind contributions (sums automatically)</td>
<td>77,500</td>
<td>110,000</td>
<td>110,000</td>
</tr>
<tr>
<td>18. Depreciation (prorated share for this program)</td>
<td>10,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Other - specify: Computers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. Expenses without in-kind contributions (sums automatically)</td>
<td>22,500</td>
<td>6,100</td>
<td>3,500</td>
</tr>
<tr>
<td>21. Total expenses (sums automatically)</td>
<td>28,500</td>
<td>8,400</td>
<td>6,500</td>
</tr>
<tr>
<td>22. Excess/deficit (calculates automatically)</td>
<td>0</td>
<td>-4,828</td>
<td>6,440</td>
</tr>
</tbody>
</table>

*Projected

This budget to be modified by grantee to reflect awarded amount, not requested amount.

(End of Exhibit “C”)

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MAYOR AND COUNCIL OF ROCKVILLE  
HUMAN SERVICES GRANT AGREEMENT  
Rainbow Place Shelter for Homeless Women, Inc., Grantee  
Fiscal Year 2023
EXHIBIT D
FY 2023 Human Services Grant
Insurance Requirements
Rainbow Place Shelter for Homeless Women Program, Inc.
Rainbow Place Shelter for Homeless Women

[To be provided by the City’s Risk Manager]

(End of Exhibit “D”)
CERTIFICATION OF HIPAA COMPLIANCE AND AUTHORITY TO DISCLOSE INFORMATION

The undersigned Grantee hereby certifies that it has fully complied with all applicable requirements of the HIPAA Privacy Regulations and any other applicable regulations regarding the privacy and confidentiality of the personal information of individuals who will be receiving Grant Services from the Grantee.

The undersigned Grantee further certifies that prior to receiving Grant Services from the Grantee, all individuals will sign a valid authorization that will remain in effect during the term of the Grant, which enables the Grantee to use or disclose the individual’s personal information for purposes of its operations and in order to provide Grant Services, obtain payment of Grant Funds, verify service utilization, provide necessary reports to the City, and satisfy all conditions to the Grant that may be established from time to time by the City.

GRANTEE (Organization Name):

__________________________________________  Date:  _________________

By:   _________________________________________________________

Signature of Authorized Representative

_________________________________________________________

Printed Name

_________________________________________________________

Title

(End of Exhibit “E”)
THIS HUMAN SERVICES GRANT AGREEMENT (this “Agreement”) is entered into this 1st day of July 2022 (the “Effective Date”), by and between THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, a municipal corporation and body politic of the State of Maryland (the “Mayor and Council”), acting through its City Manager (the “City Manager”) and SO WHAT ELSE, INC., a Maryland nonstock corporation (the “Grantee”) (the Mayor and Council and the Grantee each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, the Mayor and Council annually provides grants to local nonprofit organizations that provide certain critical supportive services for Rockville residents, including, but not limited to, services that address homelessness, food and clothing insecurities, health care, youth development, and language and citizenship education; and

B. WHEREAS, the Grantee submitted one or more “City of Rockville FY 2023 Human Services Nonprofit Grant” applications (collectively, the “FY 2023 Human Services Grant Application”) requesting certain caregiver agency grant funds to support its Emergency Hunger Relief and Rockville Youth Development Out of School Programs to address food insecurity and out of school unsupervised time for youth (the “Emergency Hunger Relief and Rockville Youth Development Out of School Programs”); and

C. WHEREAS, on May 9, 2022, the Mayor and Council approved the City of Rockville Fiscal Year 2023 Budget (the “FY 2023 City Budget”), and authorized the City Manager to, among other things, provide certain caregiver agency grant funds to eligible nonprofit organizations listed in the FY 2023 City Budget; and

D. WHEREAS, the Mayor and Council, in reliance upon the representations and certifications contained in the Grantee’s FY 2023 Human Services Grant Application, including all supporting documents submitted therewith, approved and allocated a maximum amount of Forty-Nine Thousand Two Hundred Eleven and 00/100 Dollars ($49,211.00) in caregiver agency grant funds to the Grantee in order to assist in the funding of the Emergency Hunger Relief and Rockville Youth Development Out of School Programs, subject to the terms and conditions set forth in this Agreement.

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

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MAYOR AND COUNCIL OF ROCKVILLE
HUMAN SERVICES GRANT AGREEMENT
So What Else, Inc., Grantee
Fiscal Year 2023
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, 2023, unless extended or sooner terminated in accordance with Section 13 of this Agreement entitled “Termination”.

2. **Program Services.**
   a. The Grantee shall perform those services related to the implementation of the Emergency Hunger Relief and Rockville Youth Development Out of School Programs (the “Program Services”) as specified in Exhibit A entitled “Scope of Program Services” which is attached hereto and incorporated herein.
   
   b. **Time of Performance.** The Grantee’s performance of the Program Services shall begin on the Effective Date and end on the 30th day of June 2023. 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, 2023, unless the City Manager grants an extension for good cause shown.
   
   c. **Performance Monitoring.** 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 Exhibit A. Substandard performance as determined by the City Manager or his designee shall constitute noncompliance with this Agreement.

3. **Fiscal Year 2023 Community Organization Grant Funds.**
   a. In consideration of the various obligations to be undertaken by the Grantee pursuant to this Agreement, including the performance of Program Services, the Mayor and Council agrees to provide the Grantee with certain caregiver agency grant funds in the maximum amount of Forty-Nine Thousand Two Hundred Eleven and 00/100 Dollars ($49,211.00) (the “FY 2023 Human Services Grant”), to be used for the sole purpose of helping to fund the Program Services.
   
   b. In consideration for accepting the FY 2023 Human Services Grant from the Mayor and Council, the Grantee shall administer the Emergency Hunger Relief and Rockville Youth Development Out of School Programs in a manner satisfactory to the City Manager and consistent with any standards required by all applicable federal, state and local rules and regulations.

4. **Disbursement of FY 2023 Human Services Grant Funds.** The City Manager or his designee will disburse FY 2023 Human Services Grant funds to the Grantee pursuant to the terms of this Agreement.
a. On or about October 3, 2022, January 3, 2023, April 3, 2023, and June 30, 2023, the Grantee shall submit a request for the disbursement of FY 2023 Human Services Grant funds to the City Manager or his designee in order to help pay for certain eligible Program Services expenses related to the Emergency Hunger Relief and Rockville Youth Development Out of School Programs (the “Program Expenses”). The Program Expenses for which a disbursement of FY 2023 Human Services 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 2023 Human Services 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 2023 Human Services 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; or

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 2023 Human Services Grant funds.

c. The Grantee’s request for disbursement of FY 2023 Human Services 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 2023 Human Services Grant funds to the Grantee by the Mayor and Council under this Agreement shall be:

i. subject to the availability of sufficient funds in the FY 2023 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 Emergency Hunger Relief and Rockville Youth Development Out of School Programs’ Budget, a copy of which is attached hereto as Exhibit C and incorporated herein, and in accordance with this Agreement.
f. All FY 2023 Human Services 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, 2023, shall be returned to the Mayor and Council by no later than July 15, 2023. All FY 2023 Human Services Grant funds that have not been approved and disbursed by the City Manager or his designee prior to August 9, 2023, shall remain with the Mayor and Council.

g. The Grantee shall not expend any FY 2023 Human Services 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 the Mayor and Council the FY 2023 Human Services 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 2023 Human Services Grant funds paid to the Grantee by the 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:

   i. Pay the subcontractor for the proportionate share of the total disbursement received from the 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. **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 the 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. **Insurance.** Prior to the execution of this Agreement, the Grantee shall obtain, at its own costs and expense, the policies set forth in Exhibit D 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. **Quarterly Service Utilization Report.** On October 17, 2022, January 17, 2023, and April 17, 2023, the Grantee shall provide the City Manager or his designee with a services utilization report (the "**Quarterly Service Utilization Report**") in a manner and form to be determined by the City Manager or his designee. The Quarterly Service Utilization Report shall contain such information as the City Manager or his designee requests.

   b. **Interim Progress Report.** Upon request by the City Manager or his designee, 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 Emergency Hunger Relief and Rockville Youth Development Out of School Programs’ Budget and benchmarks reached.

   c. **Final Report.** On or about June 30, 2023, 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 any problems encountered in completing the Emergency Hunger Relief and Rockville Youth Development Out of School Programs, and such other information as the City Manager or his designee requires.

   d. 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, including but not limited to “customer satisfaction surveys.”

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 the 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. HIPAA Compliance.

a. To the extent applicable, the Grantee shall comply in all aspects with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and with any other applicable regulations, involving the privacy or confidentiality of the personal information of individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant. The Grantee shall be solely responsible for developing and implementing policies and procedures that comply with all of the requirements of HIPAA and such other applicable regulations, including, without limitation:

i. developing and distributing any required notice of privacy practices to individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant;

ii. developing, distributing, and obtaining from each of the individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant an authorization permitting the Grantee’s use and disclosure of such individuals’ personal information in the Quarterly Service Utilization Report, or any other reports that may be required from time to time by the City Manager or his designee;
iii. entering into appropriate agreements with any individuals, organizations, or entities that may be considered “business associates” within the meaning of HIPAA; and

iv. developing and implementing comprehensive policies and procedures that safeguard individual rights regarding the privacy of their personal information.

b. Prior to the initial disbursement of the FY 2023 Human Services Grant funds to the Grantee, the Grantee shall furnish the City Manager or his designee with an executed “Certification of HIPAA Compliance and Authority Disclosure Information,” a form of which is attached hereto as Exhibit E and incorporated herein.

11. City Acknowledgment. The Grantee shall acknowledge the support of the Mayor and Council, where appropriate, in written documents and informational materials regarding the Emergency Hunger Relief and Rockville Youth Development Out of School Programs.

12. Representations and Warranties of the Grantee. The Grantee represents and warrants to the 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 the 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.

13. Termination. This Agreement may be terminated in whole or in part under any of the

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MAYOR AND COUNCIL OF ROCKVILLE
HUMAN SERVICES GRANT AGREEMENT
So What Else, Inc., Grantee
Fiscal Year 2023
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.** 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 the Mayor and Council, the 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.

c. **Termination for Unavailability of Funds.** In the event of reduction, suspension, discontinuance or other unavailability of funds, the Mayor and Council unilaterally may take appropriate action(s) including, but not limited to, immediately reducing the maximum dollar amount of the FY 2023 Human Services Grant. The Mayor and Council shall give the Grantee no less than sixty (60) days’ advanced written notice of the action(s) the 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 the Mayor and Council any unused portion of the FY 2023 Human Services Grant, including interest accrued, except that the Grantee shall have no obligation to refund to the Mayor and Council any portion of the FY 2023 Human Services Grant expended as of the date of termination in accordance with the terms of this Agreement. Grantee shall also provide the Mayor and Council with a written report detailing the expenditures, if any, from the FY 2023 Human Services 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 2023 Human Services Grant that has not been spent in accordance with this Agreement.

ii. Upon termination, the Grantee shall immediately deliver to the 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 the 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 the
Mayor and Council of its rights and remedies at law or in equity against the Grantee.


a. Notices, Demands, and Communications Between the Parties. Formal notices,
demands, and communications between the Grantee 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: sferrell@rockvillemd.gov

With a Copies to: Robert DiSpirito, City Manager
Email: rdispirito@rockvillemd.gov
Robert E. Dawson, City Attorney
Email: rdawson@rockvillemd.gov

To the Grantee: So What Else
Dave Silbert, Executive Director
1 Preserve Pkwy, Suite 150
Rockville, Maryland   20852
Attn: Dave Silbert
Email: dsilbert@sowhatelse.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 the 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 the 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 2023 Human Services 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. The 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 the 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 the 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, the Mayor and Council, its employees, agents, successors and assigns against liability for any suits, actions or claims of any character arising from or related to the performance by 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 the Mayor and Council, its employees and agents from, agrees that the Mayor and Council, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys’ fees, incurred by or asserted or imposed against the Mayor and Council, its employees and agents, as a result of or in connection with the Emergency Hunger Relief and Rockville Youth Development Out of School Programs, except for the gross negligence or willful misconduct of the Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.

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 the 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, including the performance of Program Services, because of race, gender, creed, color, sex,
national origin, ancestry, marital status, handicap, sexual orientation, or age.

n. **Client Grievance.** The Grantee shall develop, implement, and maintain written policies and procedures that establish (a) a client grievance process, and (b) a process where clients are advised of their rights.

o. **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.

p. **Exhibits.** All Exhibits referred to in this Agreement are by such references fully incorporated herein.

q. **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

By: Robert DiSpirito, City Manager

Robert E. Dawson, City Attorney

ATTEST

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

SO WHAT ELSE, INC., a Maryland nonstock corporation, as Grantee

By: ______________________________
   Name: __________________________
   Title: ___________________________

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of ____________, 2022, 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: ______________
Emergency Hunger Relief Program - $29,211

PROGRAM SERVICES

Emergency Hunger Relief - 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.

Scope of Service:
- Walk up food pantry
- Emergency individual home delivery
- Neighborhood distribution
- In-kind resource distribution

PERFORMANCE MEASURES

Projected Output:
- 100,000 unduplicated number of people served
- 114,750 unduplicated number of Rockville residents served
- 130 program participants surveyed
- 130 program participants satisfied with program services
- 368,000 pickups by Montgomery County residents
- 148,000 pickups by Rockville residents
- 8,500,000 pounds of food distributed to clients
- 1,500,000 pounds distributed to agencies/organizations
- $8,500,000.00 dollar value of food distributed.

Projected Outcomes: Of all served:
- Initial: Clients receive food
  - 1,250 clients referred for assistance
  - 1,350 use program’s services for first time
- Intermediate: Client access to food and services is increased
  - 10,000 clients use program services more than once
  - 1,450 clients receive referrals to or information about other needed services
  - 1,300 clients take advantage of satellite pick up sites
EXHIBIT A
FY 2023 Human Services Grant
Scope of Program Services
So What Else, Inc.
Emergency Hunger Relief and Rockville Youth Development Out of School Programs

- Long-term: Clients achieve greater self-sufficiency
  2,200 clients reported that they saved money to spend on other basic needs
  355 clients reported that program services fostered healthy eating in their household
EXHIBIT A
FY 2023 Human Services Grant
Scope of Program Services
So What Else, Inc.
Emergency Hunger Relief and Rockville Youth Development Out of School Programs

Rockville Youth Development Out-of-School Time Programs - $20,000

PROGRAM SERVICES

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 environments for enrichment and fun.

Scope of Service:
- After school care
- After school meals
- Summer camps
- Summer meals

PERFORMANCE MEASURES

Projected Output:
- 300 unduplicated number of people/Rockville residents served
- 30 program participants surveyed
- 30 program participants satisfied with program services
- 300 students kept safe and engaged in enriching programs
- 13,300 meals served
- 13,300 days of service provided
- 300 participated in feedback surveys

Projected Outcomes:
- Initial: 300 Rockville students have completed enrollment form
  clients referred for assistance
  1,350 use program’s services for first time
- Intermediate: 300 students kept safe and engaged in enriching activities during out of school time
  300 of students that display improvement in the following youth development skills: Self-worth, responsibility, sense of belonging, teamwork, etc.
EXHIBIT A
FY 2023 Human Services Grant
Scope of Program Services

So What Else, Inc.
Emergency Hunger Relief and Rockville Youth Development Out of School Programs

300 of students who gain access to extracurricular activities at no cost to family

• Long-term: 300 students whose likelihood of pursuing post-secondary education increases
300 students whose food security has increased as a result of the program
300 students participate in 5-10 hours of service learning

(End of Exhibit “A”)
DISBURSEMENT & REPORTING PROCEDURES

DISBURSEMENT METHOD: Quarterly Reimbursement

The City agrees to disburse a quarterly payment to Grantee upon receipt of a request for funds and the report or reports due for the relevant reporting period. Each request must be made in writing on a form provided by the City.

Disbursement shall be made upon approval of the request by the Community Services Manager or designated City staff member. Once each invoice is processed, a payment will be made.

Invoices must be submitted concurrently with the report(s) from the quarter in question (including six-month or year-end report, when applicable), as shown in the schedule below:

<table>
<thead>
<tr>
<th></th>
<th>Q1 Invoice*</th>
<th>Q1 Report</th>
<th>Q2 Invoice*</th>
<th>Q2 Report</th>
<th>Q3 Invoice*</th>
<th>Q3 Report</th>
<th>Q4 Invoice*</th>
<th>Q4 Report</th>
<th>Six-Month Report</th>
<th>Year-End Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 15, 2022</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>January 15, 2023</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>April 15, 2023</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>July 15, 2023</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Invoice will not be processed if not accompanied by the relevant report(s). If there are errors in the report(s), the invoice will not be processed until a corrected report is submitted.

(End of Exhibit “B”)
## Program Budget

### Emergency Hunger Relief and Rockville Youth Development Out of School Programs

#### HUMAN SERVICES GRANT APPLICATION - FY2023

**Organization Name:** So What Else, Inc.  
**Program Name:** The Emergency Hunger Relief Program

**Section F: PROGRAM BUDGET**

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>City Request FY 2023</th>
<th>Last Year FY 2021</th>
<th>Current Yr FY 2022</th>
<th>Grant Year FY 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Direct contributions (Include special events, not of direct costs)</td>
<td>75,600</td>
<td>79,380</td>
<td>87,318</td>
<td></td>
</tr>
<tr>
<td>2. Grants from found {Name} (list)</td>
<td>144,000</td>
<td>50,000</td>
<td>60,000</td>
<td></td>
</tr>
<tr>
<td>3. Gifts</td>
<td>0</td>
<td>20,000</td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>4. Services from persons in the community</td>
<td>78,750</td>
<td>125,000</td>
<td>80,000</td>
<td></td>
</tr>
<tr>
<td>5. In-kind contributions (Specify type, i.e., rent, personal, etc.)</td>
<td>52,000</td>
<td>55,000</td>
<td>55,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total revenue from all sources</strong></td>
<td>75,600</td>
<td>79,380</td>
<td>87,318</td>
<td></td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Personnel (salaries, benefits, taxes) (enumerate positions included in FY 2023 city grant request below)</td>
<td>433,000</td>
<td>456,650</td>
<td>500,115</td>
<td></td>
</tr>
<tr>
<td>- Position 1: Jeanne Asst. Director of Emergency Relief</td>
<td>144,000</td>
<td>50,000</td>
<td>60,000</td>
<td></td>
</tr>
<tr>
<td>- Position 2: Will Hammon - Assistant Director of ER</td>
<td>17,000</td>
<td>17,000</td>
<td>17,000</td>
<td></td>
</tr>
<tr>
<td>- Position 3: Maria Melendez - Food Pantry Manager</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>- Position 4: Jorge Yanes - Home Delivery Manager</td>
<td>17,000</td>
<td>17,000</td>
<td>17,000</td>
<td></td>
</tr>
<tr>
<td>- Consultant/contract services</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>11. Occupancy (rent, electricity, gas, etc.)</td>
<td>60,000</td>
<td>60,000</td>
<td>60,000</td>
<td></td>
</tr>
<tr>
<td>- Supply 1: Food Pantry items (shelf stable food, water, etc.)</td>
<td>9,000</td>
<td>9,000</td>
<td>9,000</td>
<td></td>
</tr>
<tr>
<td>- Supply 2: Health items (PPF, diapers, etc.)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>12. Transportation</td>
<td>0</td>
<td>34,650</td>
<td>38,000</td>
<td>40,150</td>
</tr>
<tr>
<td>13. Liability insurance</td>
<td>0</td>
<td>11,000</td>
<td>12,000</td>
<td>13,000</td>
</tr>
<tr>
<td>14. Rent/lease of equipment</td>
<td>0</td>
<td>6,600</td>
<td>7,000</td>
<td>7,500</td>
</tr>
<tr>
<td>15. Other direct expenses (specify)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>16. Depreciation (prorated share for this program)</td>
<td>0</td>
<td>107,000</td>
<td>112,000</td>
<td>120,000</td>
</tr>
<tr>
<td>17. Expenses without in-kind contributions (sums automatically)</td>
<td>56,000</td>
<td>495,150</td>
<td>534,550</td>
<td>585,195</td>
</tr>
<tr>
<td>18. Total expenses (sums automatically)</td>
<td>56,000</td>
<td>495,150</td>
<td>534,550</td>
<td>585,195</td>
</tr>
<tr>
<td>19. Excess/deficit (calculates automatically)</td>
<td>0</td>
<td>4,925</td>
<td>127,330</td>
<td>82,153</td>
</tr>
</tbody>
</table>

*Projected*
## FY 2023 Human Services Grant Program Budget

So What Else, Inc.

Emergency Hunger Relief and Rockville Youth Development Out of School Programs

### HUMAN SERVICES GRANT APPLICATION - FY2023

**Organization Name:** So What Else  
**Program Name:** Youth Development Programs Rockville City

### Section F: PROGRAM BUDGET

1. Normalize the revenue and expenses in the budget for this program. See Attachment 2 for definitions of revenue and expense line items.

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>City Fiscal FY2023</th>
<th>Last Year FY2021</th>
<th>Current Year FY2022</th>
<th>Grant Year FY2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Direct contribution (include special events, net of direct costs)</td>
<td>30000</td>
<td>40000</td>
<td>40000</td>
<td>40000</td>
</tr>
<tr>
<td>2. Grants from foundations (net)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arts and Humanities Council</td>
<td>10000</td>
<td>10000</td>
<td>10000</td>
<td>10000</td>
</tr>
<tr>
<td>The Alice and Eugene Ford Foundation</td>
<td>20000</td>
<td>20000</td>
<td>20000</td>
<td>20000</td>
</tr>
<tr>
<td>3. Grants &amp; contracts from government sources (net)</td>
<td>City of Rockville</td>
<td>35000</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4. Program fees</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5. In-kind contributions (Reflect only items shown in expense line below, and list by type, i.e., rent, personnel, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food and Supplies</td>
<td>0</td>
<td>35000</td>
<td>35000</td>
<td>35000</td>
</tr>
<tr>
<td>6. Other--specify</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Revenue without in-kind contributions (sum automatically)</td>
<td>60000</td>
<td>70000</td>
<td>105000</td>
<td></td>
</tr>
<tr>
<td>8. Total revenue (sum automatically)</td>
<td>60000</td>
<td>73500</td>
<td>108500</td>
<td></td>
</tr>
<tr>
<td>Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Personnel (salaries, benefits, taxes) (summarize positions included in FY 2023 City grant request below)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 1: Jackie Perez, Youth Development Director</td>
<td>50000</td>
<td>60000</td>
<td>66500</td>
<td></td>
</tr>
<tr>
<td>Position 2: Marketing and Program Planning, Rockville Housing</td>
<td>10000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 3: Alle Bonney, Summer Camp Program Coordinator</td>
<td>10000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 4:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Consultants, contractors, etc.</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Occupancy (rent, electricity, gas, etc.)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Consumable supplies (summarize consumables included in FY 2022 City grant recovery)</td>
<td>2000</td>
<td>8000</td>
<td>8800</td>
<td></td>
</tr>
<tr>
<td>Supply 1: Food</td>
<td>3000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply 2: Educational Supplies</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Rent or lease of equipment</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Depreciation (net)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Other direct expenses--specifically, Training</td>
<td>0</td>
<td>4000</td>
<td>6000</td>
<td>5000</td>
</tr>
<tr>
<td>17. Value of in-kind contributions (sum automatically)</td>
<td>0</td>
<td>3500</td>
<td>3500</td>
<td></td>
</tr>
<tr>
<td>18. Depreciation (net)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Other--specify</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. Expenses without in-kind contributions (sum automatically)</td>
<td>35000</td>
<td>50000</td>
<td>78000</td>
<td>104800</td>
</tr>
<tr>
<td>21. Total expenses (sum automatically)</td>
<td>35000</td>
<td>58500</td>
<td>81500</td>
<td>108800</td>
</tr>
<tr>
<td>22. Excess/deficit (calculates automatically)</td>
<td>0</td>
<td>2500</td>
<td>-4000</td>
<td>203</td>
</tr>
</tbody>
</table>

*(Projected)*

(End of Exhibit “C”)

---

MAYOR AND COUNCIL OF ROCKVILLE  
HUMAN SERVICES GRANT AGREEMENT  
So What Else, Inc., Grantee  
Fiscal Year 2023
EXHIBIT D
FY 2023 Human Services Grant
Insurance Requirements

So What Else, Inc.
Emergency Hunger Relief and Rockville Youth Development Out of School Programs

[To be provided by the City’s Risk Manager]

(End of Exhibit “D”)
EXHIBIT E
FY 2023 Human Services Grant
Certification of HIPAA Compliance and Authority Disclosure Information

So What Else, Inc.
Emergency Hunger Relief and Rockville Youth Development Out of School Programs

CERTIFICATION OF HIPAA COMPLIANCE AND AUTHORITY TO DISCLOSE INFORMATION

The undersigned Grantee hereby certifies that it has fully complied with all applicable requirements of the HIPAA Privacy Regulations and any other applicable regulations regarding the privacy and confidentiality of the personal information of individuals who will be receiving Grant Services from the Grantee.

The undersigned Grantee further certifies that prior to receiving Grant Services from the Grantee, all individuals will sign a valid authorization that will remain in effect during the term of the Grant, which enables the Grantee to use or disclose the individual’s personal information for purposes of its operations and in order to provide Grant Services, obtain payment of Grant Funds, verify service utilization, provide necessary reports to the City, and satisfy all conditions to the Grant that may be established from time to time by the City.

GRANTEE (Organization Name):

__________________________________________  Date:  _________________

By:   _________________________________________________________

Signature of Authorized Representative

_________________________________________________________

Printed Name

_________________________________________________________

Title

(End of Exhibit “E”)
THIS HUMAN SERVICES GRANT AGREEMENT (this “Agreement”) is entered into this 1st day of July 2022 (the “Effective Date”), by and between THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, a municipal corporation and body politic of the State of Maryland (the “Mayor and Council”), acting through its City Manager (the “City Manager”) and STEPPING STONES SHELTER, INC., a Maryland nonstock corporation (the “Grantee”) (the Mayor and Council and the Grantee each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, the Mayor and Council annually provides grants to local nonprofit organizations that provide certain critical supportive services for Rockville residents, including, but not limited to, services that address homelessness, food and clothing insecurities, health care, youth development, and language and citizenship education; and

B. WHEREAS, the Grantee submitted one or more “City of Rockville FY 2023 Human Services Nonprofit Grant” applications (collectively, the “FY 2023 Human Services Grant Application”) requesting certain caregiver agency grant funds to support its Stepping Stones Shelter to address homelessness (the “Stepping Stones Shelter Program”); and

C. WHEREAS, on May 9, 2022, the Mayor and Council approved the City of Rockville Fiscal Year 2023 Budget (the “FY 2023 City Budget”), and authorized the City Manager to, among other things, provide certain caregiver agency grant funds to eligible nonprofit organizations listed in the FY 2023 City Budget; and

D. WHEREAS, the Mayor and Council, in reliance upon the representations and certifications contained in the Grantee’s FY 2023 Human Services Grant Application, including all supporting documents submitted therewith, approved and allocated a maximum amount of Fifteen Thousand and 00/100 Dollars ($15,000.00) in caregiver agency grant funds to the Grantee in order to assist in the funding of the Stepping Stones Shelter Program, subject to the terms and conditions set forth in this Agreement.

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:

1 | Page
AGREEMENT

1. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date, and shall expire on June 30, 2023, unless extended or sooner terminated in accordance with Section 13 of this Agreement entitled “Termination”.

2. **Program Services.**
   
a. The Grantee shall perform those services related to the implementation of the Stepping Stones Shelter Program (the “Program Services”) as specified in Exhibit A entitled “Scope of Program Services” which is attached hereto and incorporated herein.

b. **Time of Performance.** The Grantee’s performance of the Program Services shall begin on the Effective Date and end on the 30th day of June 2023. 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, 2023, unless the City Manager grants an extension for good cause shown.

c. **Performance Monitoring.** 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 Exhibit A. Substandard performance as determined by the City Manager or his designee shall constitute noncompliance with this Agreement.

3. **Fiscal Year 2023 Community Organization Grant Funds.**
   
a. In consideration of the various obligations to be undertaken by the Grantee pursuant to this Agreement, including the performance of Program Services, the Mayor and Council agrees to provide the Grantee with certain caregiver agency grant funds in the maximum amount of Fifteen Thousand and 00/100 Dollars ($15,000.00) (the “FY 2023 Human Services Grant”), to be used for the sole purpose of helping to fund the Program Services.

b. In consideration for accepting the FY 2023 Human Services Grant from the Mayor and Council, the Grantee shall administer the Stepping Stones Shelter Program in a manner satisfactory to the City Manager and consistent with any standards required by all applicable federal, state and local rules and regulations.

4. **Disbursement of FY 2023 Human Services Grant Funds.** The City Manager or his designee will disburse FY 2023 Human Services Grant funds to the Grantee pursuant to the terms of this Agreement.
   
a. On or about October 3, 2022, January 3, 2023, April 3, 2023, and June 30, 2023, the Grantee shall submit a request for the disbursement of FY 2023 Human Services Grant funds to the City Manager or his designee in order to help pay for certain
eligible Program Services expenses related to the Stepping Stones Shelter Program (the “Program Expenses”). The Program Expenses for which a disbursement of FY 2023 Human Services 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 2023 Human Services 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 2023 Human Services 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; or
   
   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 2023 Human Services Grant funds.

c. The Grantee’s request for disbursement of FY 2023 Human Services 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 2023 Human Services Grant funds to the Grantee by the Mayor and Council under this Agreement shall be:
   
   i. subject to the availability of sufficient funds in the FY 2023 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 Stepping Stones Shelter Program’s Budget, a copy of which is attached hereto as Exhibit C and incorporated herein, and in accordance with this Agreement.

f. All FY 2023 Human Services 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, 2023, shall be returned to the Mayor and Council by no later than July 15, 2023. All FY 2023 Human Services Grant funds that have not been approved and disbursed by the City Manager or his designee prior to August
9, 2023, shall remain with the Mayor and Council.

g. The Grantee shall not expend any FY 2023 Human Services 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 the Mayor and Council the FY 2023 Human Services 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 2023 Human Services Grant funds paid to the Grantee by the 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:

i. Pay the subcontractor for the proportionate share of the total disbursement received from the 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. **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 the 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. **Insurance.** Prior to the execution of this Agreement, the Grantee shall obtain, at its own costs and expense, the policies set forth in Exhibit D 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. Quarterly Service Utilization Report. On October 17, 2022, January 17, 2023, and April 17, 2023, the Grantee shall provide the City Manager or his designee with a services utilization report (the “Quarterly Service Utilization Report”) in a manner and form to be determined by the City Manager or his designee. The Quarterly Service Utilization Report shall contain such information as the City Manager or his designee requests.

b. Interim Progress Report. Upon request by the City Manager or his designee, 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 Stepping Stones Shelter Program’s Budget, and benchmarks reached.

c. Final Report. On or about June 30, 2023, 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 any problems encountered in completing the Stepping Stones Shelter Program, and such other information as the City Manager or his designee requires.

d. 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, including but not limited to “customer satisfaction surveys.”


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 the 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. HIPAA Compliance.

a. To the extent applicable, the Grantee shall comply in all aspects with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and with any other applicable regulations, involving the privacy or confidentiality of the personal information of individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant. The Grantee shall be solely responsible for developing and implementing policies and procedures that comply with all of the requirements of HIPAA and such other applicable regulations, including, without limitation:

i. developing and distributing any required notice of privacy practices to individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant;

ii. developing, distributing, and obtaining from each of the individuals receiving services from the Grantee that are funded with the FY 2023 Human Services Grant an authorization permitting the Grantee’s use and disclosure of such individuals’ personal information in the Quarterly Service Utilization Report, or any other reports that may be required from time to time by the City Manager or his designee;

iii. entering into appropriate agreements with any individuals, organizations, or entities that may be considered “business associates” within the meaning of HIPAA; and
iv. developing and implementing comprehensive policies and procedures that safeguard individual rights regarding the privacy of their personal information.

b. Prior to the initial disbursement of the FY 2023 Human Services Grant funds to the Grantee, the Grantee shall furnish the City Manager or his designee with an executed “Certification of HIPAA Compliance and Authority Disclosure Information,” a form of which is attached hereto as Exhibit E and incorporated herein.

11. City Acknowledgment. The Grantee shall acknowledge the support of the Mayor and Council, where appropriate, in written documents and informational materials regarding the Stepping Stones Shelter Program.

12. Representations and Warranties of the Grantee. The Grantee represents and warrants to the 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 the 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.

13. 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.** 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 the Mayor and Council, the 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.

c. **Termination for Unavailability of Funds.** In the event of reduction, suspension, discontinuance or other unavailability of funds, the Mayor and Council unilaterally may take appropriate action(s) including, but not limited to, immediately reducing the maximum dollar amount of the FY 2023 Human Services Grant. The Mayor and Council shall give the Grantee no less than sixty (60) days’ advanced written notice of the action(s) the 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 the Mayor and Council any unused portion of the FY 2023 Human Services Grant, including interest accrued, except that the Grantee shall have no obligation to refund to the Mayor and Council any portion of the FY 2023 Human Services Grant expended as of the date of termination in accordance with the terms of this Agreement. Grantee shall also provide the Mayor and Council with a written report detailing the expenditures, if any, from the FY 2023 Human Services 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 2023 Human Services Grant that has not been spent in accordance with this Agreement.

ii. Upon termination, the Grantee shall immediately deliver to the 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 the 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 the Mayor and Council of its rights and remedies at law or in equity against the Grantee.


a. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Grantee 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: sferrell@rockvillemd.gov

With a Copies to: Robert DiSpirito, City Manager
Email: rdispirito@rockvillemd.gov
Robert E. Dawson, City Attorney
Email: rdawson@rockvillemd.gov

To the Grantee: Stepping Stones Shelter, Inc.
Stacey Gold, Executive Director
PO Box 712
Rockville, Maryland 20848
Attn: Stacey Gold
Email: stacey@steppingstonesshelter.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 the 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 the 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 2023 Human Services 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. The 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 the 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. **Conflicts of Interests.** No member of the 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, the Mayor and Council, its employees, agents, successors and assigns against liability for any suits, actions or claims of any character arising from or related to the performance by the Grantee (or its officers, agents, employees, successors and assigns) of any of its right or obligations under this Agreement.

j. **Liability.** The Grantee releases the Mayor and Council, its employees and agents from, agrees that the Mayor and Council, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys’ fees, incurred by or asserted or imposed against the Mayor and Council, its employees and agents, as a result of or in connection with the Stepping Stones Shelter Program, except for the gross negligence or willful misconduct of the Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.

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 the 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, including the performance of Program Services, because of race, gender, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation, or age.

n. **Client Grievance.** The Grantee shall develop, implement, and maintain written policies and procedures that establish (a) a client grievance process, and (b) a process where clients are advised of their rights.

o. **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.

p. **Exhibits.** All Exhibits referred to in this Agreement are by such references fully incorporated herein.

q. **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

By: _______________________ _______
Robert E. Dawson, City Attorney

By: _______________________ _______
Robert DiSpirito, City Manager

ATTEST

By: _______________________ _______
Sara Taylor-Ferrell, City Clerk /
Director of Council Operations
GRANTEE

STEPPING STONES SHELTER, INC., a
Maryland nonstock corporation, as Grantee

By: ____________________________
Name: ___________________________
Title: ___________________________

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ___ day of ____________, 2022, 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
FY 2023 Human Services Grant
Scope of Program Services
Stepping Stones Shelter Program
Stepping Stones Shelter, Inc.

Stepping Stones Shelter - $15,000

PROGRAM SERVICES

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

Scope of Service:
- case management
- employment/workforce development
- financial education/counseling
- post-shelter services

PERFORMANCE MEASURES

Projected Output:
- 110 unduplicated number of people served
- 8 unduplicated number of Rockville residents served
- 28 program participants surveyed
- 28 program participants satisfied with program services
- 7,780 bed nights provided
- 840 bed nights provided to Rockville residents
- 23,340 meals provided
- 2,520 meals provided to Rockville residents
- 936 case management hours provided
- 88 case management hours provided to Rockville residents

Projected Outcomes: Of all served:
- Initial: Clients receive emergency food and shelter
  - 21 clients complete intake/assessment
- Intermediate: Clients gain access to needed services
  - 21 clients engage in case management.
  - 21 clients complete housing assessment
  - 21 clients receive referrals for needed services
  - 21 clients agree to a service plan in the first 30 days of service
  - 21 clients agree to a treatment/recovery plan in the first 30 days of service
  - 21 clients attend workshops or group meetings provided by the shelter
EXHIBIT A
FY 2023 Human Services Grant
Scope of Program Services
Stepping Stones Shelter Program
Stepping Stones Shelter, Inc.

18 clients obtain employment or increase income

- Long-term: Clients move to more permanent/stable housing
  20 clients move to more stable housing

(End of Exhibit “A”)
DISBURSEMENT & REPORTING PROCEDURES

DISBURSEMENT METHOD:  Quarterly Reimbursement

The City agrees to disburse a quarterly payment to Grantee upon receipt of a request for funds and the report or reports due for the relevant reporting period. Each request must be made in writing on a form provided by the City.

Disbursement shall be made upon approval of the request by the Community Services Manager or designated City staff member. Once each invoice is processed, a payment will be made.

Invoices must be submitted concurrently with the report(s) from the quarter in question (including six-month or year-end report, when applicable), as shown in the schedule below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice*</th>
<th>Report</th>
<th>6-Month Report</th>
<th>Q4 Report</th>
<th>Year-End Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 15, 2022</td>
<td>Q1 Invoice*</td>
<td>Q1 Report</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>January 15, 2023</td>
<td>Q2 Invoice*</td>
<td>Q2 Report</td>
<td>Six-Month Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>April 15, 2023</td>
<td>Q3 Invoice*</td>
<td>Q3 Report</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>July 15, 2023</td>
<td>Q4 Invoice*</td>
<td>Q4 Report</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Invoice will not be processed if not accompanied by the relevant report(s). If there are errors in the report(s), the invoice will not be processed until a corrected report is submitted.

(End of Exhibit “B”)
## HUMAN SERVICES GRANT APPLICATION - FY2023

### Organization Name:
Stepping Stones Shelter Inc.

### Program Name:
Stepping Stones Shelter (Emergency Shelter)

### Section F: PROGRAM BUDGET

#### Revenue

<table>
<thead>
<tr>
<th>Description</th>
<th>FY 2023</th>
<th>Last Year FY 2021</th>
<th>Current Yr FY 2022</th>
<th>Grant Year FY 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Direct contributions (Include special events, net of direct costs)</td>
<td>221,000</td>
<td>178,600</td>
<td>178,600</td>
<td>178,600</td>
</tr>
<tr>
<td>2. Gifts from foundations (list)</td>
<td>40,000</td>
<td>65,000</td>
<td>65,000</td>
<td>65,000</td>
</tr>
<tr>
<td>Alice Shawer Foundation</td>
<td>30,000</td>
<td>20,000</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Milton &amp; Dorothy Santoff Raymond Foundation</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
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<tr>
<td>Other Foundations</td>
<td>111,876</td>
<td>80,000</td>
<td>80,000</td>
<td>80,000</td>
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</table>

#### Grants & contracts from government sources (list)

<table>
<thead>
<tr>
<th>Description</th>
<th>FY 2023</th>
<th>Last Year FY 2021</th>
<th>Current Yr FY 2022</th>
<th>Grant Year FY 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Rockville</td>
<td>15,000</td>
<td>15,000</td>
<td>15,000</td>
<td>15,000</td>
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<tr>
<td>MCCH-1-98</td>
<td>546,750</td>
<td>453,875</td>
<td>453,875</td>
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<td>County Council Grants</td>
<td>63,060</td>
<td>60,000</td>
<td>60,000</td>
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<tr>
<td>COVID-19 Related</td>
<td>2,000</td>
<td>0</td>
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#### Program Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>FY 2023</th>
<th>Last Year FY 2021</th>
<th>Current Yr FY 2022</th>
<th>Grant Year FY 2023</th>
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</thead>
<tbody>
<tr>
<td>Gift Cards</td>
<td>4,891</td>
<td>4,500</td>
<td>4,500</td>
<td>4,500</td>
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#### Other - specific investments

<table>
<thead>
<tr>
<th>Description</th>
<th>FY 2023</th>
<th>Last Year FY 2021</th>
<th>Current Yr FY 2022</th>
<th>Grant Year FY 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total revenue (sums automatically)</td>
<td>1,049,026</td>
<td>871,375</td>
<td>971,375</td>
<td>971,375</td>
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</tbody>
</table>

#### Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>FY 2023</th>
<th>Last Year FY 2021</th>
<th>Current Yr FY 2022</th>
<th>Grant Year FY 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel (salaries, benefits, taxes) (enumerate positions included in FY 2023 City grant request below)</td>
<td>544,104</td>
<td>544,104</td>
<td>544,104</td>
<td>544,104</td>
</tr>
<tr>
<td>Position 1: Toward F-T Resident Assistants</td>
<td>16,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 2:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position 3:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Space/Office Supplies</td>
<td>49,090</td>
<td>49,090</td>
<td>49,090</td>
<td>49,090</td>
</tr>
<tr>
<td>Number of days</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occupancy (gas, electricity, gas, etc)</td>
<td>10,272</td>
<td>16,100</td>
<td>16,100</td>
<td>16,100</td>
</tr>
<tr>
<td>Other supplies (enumerate consumables included in FY 2023 City grant request below)</td>
<td>8,418</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
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<tr>
<td>Supplies</td>
<td>487</td>
<td></td>
<td></td>
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<tr>
<td>Travel</td>
<td>0</td>
<td>250</td>
<td>250</td>
<td></td>
</tr>
<tr>
<td>Liability Insurance</td>
<td>31,900</td>
<td>33,000</td>
<td>33,000</td>
<td>33,000</td>
</tr>
<tr>
<td>Maintenance of equipment</td>
<td>40,000</td>
<td>40,000</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Other direct expenses – specify</td>
<td>32,000</td>
<td>70,110</td>
<td>70,110</td>
<td>70,110</td>
</tr>
<tr>
<td>Total expenses</td>
<td>821,456</td>
<td>818,814</td>
<td>818,814</td>
<td>818,814</td>
</tr>
</tbody>
</table>

#### End of Exhibit “C”
EXHIBIT D
FY 2023 Human Services Grant
Insurance Requirements
Stepping Stones Shelter Program
Stepping Stones Shelter, Inc.

[To be provided by the City’s Risk Manager]

(End of Exhibit “D”)
CERTIFICATION OF HIPAA COMPLIANCE AND AUTHORITY TO DISCLOSE INFORMATION

The undersigned Grantee hereby certifies that it has fully complied with all applicable requirements of the HIPAA Privacy Regulations and any other applicable regulations regarding the privacy and confidentiality of the personal information of individuals who will be receiving Grant Services from the Grantee.

The undersigned Grantee further certifies that prior to receiving Grant Services from the Grantee, all individuals will sign a valid authorization that will remain in effect during the term of the Grant, which enables the Grantee to use or disclose the individual’s personal information for purposes of its operations and in order to provide Grant Services, obtain payment of Grant Funds, verify service utilization, provide necessary reports to the City, and satisfy all conditions to the Grant that may be established from time to time by the City.

GRANTEE (Organization Name):

__________________________________________  Date:  _________________

By:   _________________________________________________________

Signature of Authorized Representative

_________________________________________________________

Printed Name

_________________________________________________________

Title

(End of Exhibit “E”)
Subject
Application Signature Authorization for Street Closing and Abandonment Application SCA2022-00109 for a 0.0027 Acre Portion of an Unnamed Roadway Adjacent to Twinbrook Quarter LLC

Recommendation
Staff recommends that the Mayor and Council authorize the City Manager to sign and file the street closing and abandonment application SCA2022-00109 for a 0.0027 Acre Portion of an Unnamed Roadway Adjacent to Twinbrook Quarter LLC

Discussion
A Street Closing and Abandonment application (Attachment A) is seeking abandonment of 156 sf (0.0027 acres) of public right-of-way for a portion of the area of “Rockville Pike Right-of-Way Hereby Dedicated for Public Use” as shown on a plat entitled “Plat 1, Lot 2 and Parcel A, Block A, and Street Dedication of Halpine Road, Halpine Avenue, Chapman Avenue and Rockville Pike, Twinbrook Quarter” recorded as plat No. 25781 among the Land Records of Montgomery County, Maryland. (Attachment B)

The area proposed for abandonment is 10.07 feet of the current 41.79-foot-wide section between Rockville Pike (MD355) and the City “Rockville Pike Right-of-Way Hereby Dedicated for Public Use”. This right-of-way is improved with an approximate 108 foot long and 10-foot-wide area adjacent to Rockville Pike, MD 355. This area will be used for the operation and maintenance of the traffic signal at the intersection of Rockville Pike (MD 355) and Festival Street, which will be owned by MDOT SHA.

This right-of-way was previously dedicated for public use by the Twinbrook Quarter for future public improvements along their frontage. Since this area is currently City of Rockville right-of-way, the application for the abandonment is submitted by the City, and requires authorization from the City Manager. The application is being filed primarily to help formalize and clarify ownership of the area in question. Since the City cannot transfer the right-of-way directly to MDOT SHA, the land will first be abandoned by the City, then transferred by the developer to MDOT SHA.
Traffic and Transportation staff has coordinated with other staff members from different departments about the abandonment application, and staff agrees this area serves no use for the City and is necessary for the future public use of the traffic signal at the intersection of Rockville Pike (MD355) & Festival Street.

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

**Public Notification and Engagement**
Notification letters will be sent to utility companies when the application is signed. Adjacent property owners and residents will be notified of the public hearing, which will also be advertised in the Washington Post.

**Next Steps**
A public hearing on the application is scheduled to be held at the Mayor and Council meeting on September 12, 2022.

**Attachments**
Attachment 7.C.a: Application for Street Closing and Abandonment- SCA2022-00109 (PDF)
Attachment 7.C.b: Street Dedication Release Legal Description and Plats SCA 2022-00109 (PDF)


Rob DiSpirito, City Manager

7/13/2022
A permanent street closing and abandonment releases the City’s interest in public rights-of-way that do not currently serve, and are not expected to fulfill, a public use. This process is governed by Chapter 21, Article III of the Rockville City Code. Applications for an abandonment should include the full width of the subject right-of-way and extend from one public street to the next.

Once an application is accepted, City staff evaluates the current and expected use of the right-of-way and schedules a Mayor and Council public hearing. Upon completion of the hearing and subsequent comment period, staff makes a recommendation to Mayor and Council, who make the final decision regarding the outcome of this application.

As of July 1, 2011, filing fees for this application are:

1. Residential Application: $500
2. Non-Residential Application: $4,500

**Applicant Information:**

Applicant Name  
City of Rockville

Address  
111 Maryland Avenue
Rockville, Maryland 20850

Phone: (h) _______-______________  (c) _______-______________  (w) _______-______________

Email Address  
(h) ___________________________________________________________________________________
(w) ___________________________________________________________________________________

**Subject Right-of-Way Description**

Generally described by name and United States Post Office numbering or intersecting streets as follows:

A portion of the area of "Rockville Pike Right-of-Way Hereby Dedicated for Public Use" as shown on plat No. 25781 near 1592 Rockville Pike, Rockville MD 20852. It is located at the intersection of Rockville Pike (MD 355) and Festival Street.
The undersigned hereby makes application with the Mayor and Council of Rockville, Maryland, for the permanent closing and abandonment of the public way described herein, and in support of such application supplies the following information:

(a) The name and address of the undersigned area as indicated on page 1.

(b) The public way which is the subject of this application is generally described by name and United States Post Office numbering or intersecting streets as indicated on page 1.

(c) The interest of the undersigned in such public way is as follows:

This public right-of-way was dedicated to the City as "Rockville Pike Right-of-Way Hereby Dedicated for Public Use" by plat No. 25871 recorded among the Land Records of Montgomery County, Maryland on August 9, 2021. The plat is attached as Exhibit B.

(d) The reasons for making such application are as follows:

A new traffic signal will be installed by Twinbrook Quarter LLC at the intersection of Rockville Pike (MD355) and Festival Street during the development of Phase 1 of Twinbrook Quarter. Plans have been approved and a permit has been issued by Maryland SHA for installation of this signal. In connection with this permit and work, SHA requires that the land described and shown in Exhibit A (1,156 sf) be conveyed to SHA by deed and plat, as additional right-of-way needed for the installation and operation of the new traffic signal.

Upon abandonment, the City's interest in the land described and shown in Exhibit A will revert to Twinbrook Quarter LLC. Twinbrook Quarter LLC will then convey that interest to Maryland SHA.

(e) A description by metes and bounds of the public way which is the subject of this application is as follows:

Please see attached Exhibit A.
According to assessment records, all of the owners of real property immediately adjacent to the public way, which is the subject of this application, are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Twinbrook Quarter Lot 24 LLC</td>
<td>7501 Wisconsin Ave, Suite 1500E, Bethesda, MD 20814</td>
</tr>
<tr>
<td>City of Rockville</td>
<td>111 Maryland Ave., Rockville, MD 20850</td>
</tr>
<tr>
<td>Maryland DOT SHA</td>
<td>707 North Calvert Street, Baltimore, MD 21202-3601</td>
</tr>
</tbody>
</table>

Signature of Applicant

Subscribed and sworn to before me this _________ day of ________________________________, 20 ______.

Notary Public

My Commission Expires ______________
Application Checklist:

✔ Complete Application

☐ Filing Fee  Fee Waived (City as the applicant)

✔ Contact information for applicant

✔ Addresses and names of all abutting property owners

✔ Narrative stating the reason for the request

Survey Information (3 copies each):

✔ (a) Metes and Bounds Legal Description
  -Certified correct and sealed by a Professional Land Surveyor, licensed in the State of Maryland

✔ (b) Exhibit including the following information:
  -Certified correct and sealed by a Professional Land Surveyor, licensed in the State of Maryland
  -Area of subject right-of-way in square feet and acreage
  -All proposed or previously dedicated street names and right-of-way widths
  -Printed at an appropriate scale on one of the following: 8.5”x11”, 11”x14”, 11”x17”
  -Adjacent property owner information including street addresses
  -Curve and line data
  -All private and encroachments within the right-of-way

Comments on Submittal: (For Staff Use Only)

improvement at the intersection of Rockville Pike (MD 355)& Festival Street, which will be owned and maintained by the State Highway Administration of Maryland later. The city cannot transfer the land to SHA directly. The piece described as attached exhibit A have to be abandoned by the city first and then the developer will deed it back to SHA.
DESCRIPTION OF A PORTION OF THE AREA OF ROCKVILLE PIKE RIGHT-OF-WAY HEREBY DEDICATED FOR PUBLIC USE AND SHOWN ON PLAT NO. 25781 4TH ELECTION DISTRICT MONTGOMERY COUNTY, MARYLAND

Being a portion of the area of “Rockville Pike Right-of-Way Hereby Dedicated for Public Use” and shown on a plat entitled "Plat 1, Lot 1 and Parcel A, Block A, and Street Dedication of Halpme Road, Halpme Avenue, Chapman Avenue and Rockville Pike, Twinbrook Quarter" recorded as Plat No. 25781 among the Land Records of Montgomery County, Maryland, and being more particularly described in the datum of Maryland State Grid North (NAD83/91) as follows:

Beginning for the same at a point marking the southwesterly end of the North 57° 40' 17" East, 41.79 foot plat line of said Rockville Pike Right-of-Way, said point also located on the northeasterly line of Rockville Pike, Route 355, width varies, as shown on State Road Commission Plat Nos. 12969 and 17856, and also located on the southwesterly line of Part of Lot 24, Block A, The Pike, recorded as Plat No. 19548 among the aforesaid Land Records; thence leaving said northeasterly line of Rockville Pike, Route 355, and running with a portion of said common plat line of said Part of Lot 24, Block A, The Pike

1. North 57° 40' 17" East, 10.07 feet to a point; thence leaving said common plat line of said Part of Lot 24, Block A, The Pike, and running so as to cross and include a portion of said area of Rockville Pike Right-of-Way, the following two (2) courses and distances

2. South 32° 39' 46" East, 107.85 feet to a point; thence

3. South 11° 03' 15" West, 14.68 feet to a point on the aforesaid northeasterly line of Rockville Pike, Route 355; thence running with a portion of said northeasterly line of Rockville Pike, Route 355

4. 118.53 feet along the arc of a non-tangent curve to the right, having a radius of 11,399.16 feet and a chord bearing and distance of North 32° 37' 36" West, 118.53 feet to the point of beginning, containing 1,156 square feet or 0.02654 acres of land.

The undersigned hereby states that the metes and bounds description hereon was prepared by myself or under my direct supervision and that it complies with the Minimum Standards of Practice for Metes and Bounds Descriptions as established in Title 9, Subtitle 13, Chapter 6, Section .08 and .12 of the Code of Maryland Regulations (COMAR) as enacted and amended.

Christopher S. Adams, LS
Professional Land Surveyor
Maryland No. 21569
License Expires: June 29, 2022
Subject
Approval of Minutes

Recommendation
Staff recommends that the Mayor and Council approve the following minutes.

May 2, 2022 (Meeting No. 15-22)
May 9, 2022 (Meeting No. 16-22)
May 16, 2022 (Meeting No. 17-22)
May 23, 2022 (Meeting No. 18-22)
Subject
Adoption of Resolution to Deny Sectional Map Amendment MAP2022-00123, an Application to Rezone the Property at 406 Great Falls Road from R-90 to R-90 (HD - Historic District) in Order to Place the Property in a Historic District; Historic District Commission of Rockville, Applicant

Recommendation
Staff recommends that the Mayor and Council adopt the proposed resolution to deny Map Amendment Application MAP2022-00123, for the rezoning of a portion of the property at 406 Great Falls Road from R-90 to R-90 (HD - Historic District).

UPDATE
At the meeting on July 11, the Mayor and Council approved a motion to instruct staff to bring back a resolution of denial of the application, in finding that the Mayor and Council does not agree that the property meets the criteria for historic designation, and that the financial burden on the property owner is too onerous. This would align with Option 3 below.

Individual members of the Mayor and Council expressed other thoughts on the application, including the fact that no formal review of integrity or inspection of the property had taken place; the fact that the house has been vacant for two decades, that the Mayor and Council should exercise restraint and respect property rights; that the compromise position was not acceptable; that the HDC vote for recommending designation carried by a slim margin, that the process took too long; and that an inventory of potentially historic properties and balance were needed to preserve the best historic structures in the city.

Previously, the Mayor and Council had introduced the ordinance to designate a part of the property, known generally as Lot 1 and as described as Option 2 below, at the meeting on June 27, 2022. At this same meeting, a motion was made to waive the required layover period so that the Mayor and Council could act on the ordinance at the meeting. The motion failed for the lack of a second. Because of this, the Mayor and Council needed to postpone action and place the decision and possible approval of the ordinance on the July 11<sup>th</sup> meeting agenda.

The Mayor and Council held a Discussion and Instructions session on June 6, during which the following options were discussed:
a) **Option 1** – Direct staff to draft an ordinance to apply the Historic District designation to both lots. With this option, the owner would need to go through the Historic District Commission Certificate of Approval review process for modifications to the existing house, as well as for the construction of a new house on the separate lot. The evaluation of the new house by the HDC would be to ensure that it would be compatible with the existing house, but would otherwise be less rigorous review than would be required for a designated historic structure.

b) **Option 2** – Direct staff to draft an ordinance that would designate only the existing house and its associated lot. With this option, a new house on the second lot would not be required to be reviewed by the HDC. The owner would need to submit plans and obtain a building permit after meeting all City code requirements. Building permits are reviewed and approved by staff.

c) **Option 3** – Direct staff to develop a resolution to deny the application, resulting in the historic designation of 406 Great Falls Road (the entire property – both lots) not occurring. With this option, the owner could proceed with modifications to or demolition of the existing house and modify or build a new house on the property without the need for review and approval by the HDC.

Staff recommended Option 1, based on the finding that the property meets two of the criteria for historic designation, as outlined in the HDC Statement of Significance. Designation of the entire property, including the second lot, would ensure that the property will continue to represent an established visual feature in the neighborhood. The HDC would then have an opportunity to review any potentially new home on the buildable second lot, should that occur, to ensure that the historic character of the existing home and property is retained via approval of appropriate massing, design elements and appropriate placement on the second lot.

On June 6, the Mayor and Council voted 4-0, with Mayor Newton absent due to a rescuel from the item, to reopen the public record for oral testimony on the available options for rezoning. Ingrid Chua and Joel Martinez, property owners, both testified against designation, noting the financial hardship imposed as well as stating that they had not intended to build on the second lot. Nancy Pickard, Executive Director of Peerless Rockville and nominator of the property for historic designation, spoke in favor of designating the entire parcel. Douglas Lunenfeld, resident of 723 Anderson Avenue, and Erin Girard, attorney for the property owners, spoke against designation. The public record was then closed.

Councilmember Ashton moved, seconded by Councilmember Myles, that an After Action Report be prepared for the historic designation process as it has applied to this property, in order to increase efficiency and look for opportunities to improve communication protocols that would enhance the HDC Map Amendment process. The motion carried by a vote of 3-1, with Councilmember Pierzchala opposed.
The Mayor and Council discussed a number of topics and asked several questions of staff. One question was regarding the designation of two other similar properties in Rockville, 11 Wall Street and 149 South Adams Street. As noted in the evaluation of historic significance, the house at 406 Great Falls Road utilizes the Sears, Roebuck and Co. Catalog “Belmont” design. The Belmont model was the brick counterpart to the wood frame “Lynnhurst”. There is a Sears “Belmont” at 11 Wall Street (c. 1933), and a Sears “Lynnhurst” at 149 South Adams Street (c. 1931). The house at 11 Wall Street was designated historic in 1974 when the West Montgomery Avenue Historic District was created. The house at 149 South Adams Street was designated historic in 2007 after being nominated for designation by its owner. Both of these houses retain a high degree of integrity. Although the subject house at 406 Great Falls Road is listed in the Rockville Historic Buildings Catalogue as a good example of a Tudor Revival House, it does not retain the same high level of integrity that the other two properties do, given the documented changes that have occurred over the years.

After the discussion, Councilmember Pierzchala moved, seconded by Councilmember Myles, to direct staff to prepare a resolution that would deny the application, which was defeated by a vote of 1-3. Councilmember Pierzchala then moved to direct staff to prepare an ordinance that would place the entire property in the Historic District, which also failed.

After further discussion, the Mayor and Council voted 3-1, with Councilmember Pierzchala opposed, to direct staff to bring back a draft ordinance granting Sectional Map Amendment MAP2022-00123 in part, to rezone only the existing house and its associated lot at 406 Great Falls Road from R-90 to R-90 (HD), in order to place the home and its associated lot in a historic district. The draft ordinance is included as Attachment A.

The following information was included in the staff report for the agenda items on April 25 and June 6.

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**Background**

**Nomination for Local Historic Designation**

On June 8, 2021, Peerless Rockville Historic Preservation, Ltd. (Peerless Rockville), a non-profit organization that focuses on historic preservation in Rockville, submitted a Nomination of Property for Local Historic Designation application for 406 Great Falls Road. The owners of the property are Joel Martinez and Ingrid Chua, who purchased it in January 2021.

**Previous Evaluations**

In November 2005, staff evaluated both 406 Great Falls Road and 408 Great Falls Road for historic significance. According to the staff recommendation dated November 10, 2005, “The Historic Preservation Staff recommends that the HDC find 406 and 408 Great Falls Road eligible for designation as a local historic district”. The owner’s attorney submitted a letter on November 16, 2005 requesting the evaluation be postponed until the December meeting. The HDC did not review the properties, and therefore, did not vote on staff’s recommendation to designate 406 and 408 Great Falls Road. According to the Statement of Significance in the 2005
Maryland Historical Trust inventory form that accompanied the staff report, “The house at 406 Great Falls Road is a late example of revival-style period architectural design. The original environmental setting is intact, as is its massing and its footprint. There have been some alterations including the replacement of several windows, most notably the triplets on the first and second floors on the front facade, and the enclosure of the side porch (which is reversible). 406 and 408 Great Falls Road are remnants of the large and elaborate Rockville Heights subdivision, being built on originally platted lots in the 1930’s. The Nicholson homes are historic markers of the Rockville Heights subdivision, before it was resubdivided and developed with split levels and ranch style homes. These two properties are associated with the Nicholson and Trail families, both large and prominent families, each with a long presence in Rockville and Montgomery County.”

In May 2007, staff concluded that the property be understood as an established visual feature of the neighborhood, which would meet Architectural and Design Significance criteria e), but did not recommend historic designation. An Evaluation of Significance was conducted with respect to this property at the May 17, 2007 HDC meeting. At that meeting, the HDC voted not to recommend designation based on its determination that the building lacked architectural integrity, a connection with the 1890 Rockville Heights subdivision, and a connection with people who made a significant contribution to the city.

In 2020, the property owner at that time, Libra Investments, LLC, filed an application to demolish the house at 406 Great Falls Road. Current photos of the house were submitted with the application. However, no information or structural report regarding the building’s condition was included. Rockville’s Zoning Ordinance requires that any proposed demolition be considered for historic designation. As a result, staff conducted research and analysis on the property as preparation for the HDC to conduct an Evaluation of Significance for the meeting of November 19, 2020. Based on the findings, staff recommended that the property met the criteria for historic designation. Upon learning about the recommendation, the previous owner withdrew the application for the Evaluation of Significance on November 17, 2020.

Staff was contacted by a local architect on December 1, 2020 to inquire about 406 Great Falls Road, and the possibility for changes to the property. The architect said that he had been contacted by the potential owner, Joel Martinez. Staff informed the architect about the recent report recommending historic designation of the property. On December 2, 2020, similar information was relayed to the owner’s current architect, Craig Moloney when he inquired about the property. According to the deed, the current owners, Joel G. Martinez and Ingrid L. Chua, purchased 406 Great Falls Road from Libra Investments, LLC, on January 4, 2021.

Because of the 2007 review and HDC decision, an attorney for the current owners (Jody Kline of the Law Office of Miller, Miller & Canby) sent a letter to the City, asserting that “…the Nomination of Property for Local Historic Designation for 406 Great Falls Road should be dismissed and further processing of the Nomination be discontinued....” The core reason stated is that “The
subject property has previously been evaluated for historic designation and the Historic District Commission reached a conclusion that the property did not warrant designation as a single site historic district. The HDC’s May 17, 2007 decision is a binding precedent under the principles of *stare decisis*, and fairness, the Nomination should be dismissed.”

Staff discussed the implications of the 2007 HDC decision and consulted with the City Attorney’s Office. The determination was made that the 2007 HDC decision is not binding and that the current case should move forward for the Evaluation of Significance.

**HDC Evaluation of Significance – December 16, 2021**

The Evaluation of Significance for potential historic designation of 406 Great Falls Road was held at the December 16, 2021, HDC meeting. Staff presented research and recommended findings that the property met two of HDC’s adopted criteria, which can be found in the Rockville Historic Resources Management Plan. These criteria are used to guide such evaluations of significance. To be found eligible for historic designation, a resource must meet one or more of the four criteria for Historic Significance, or of the five criteria for Architectural, Design, and Landscape Significance.

One of the property owners, Joel Martinez, and representatives of the owners provided testimony to the HDC in opposition to historic designation. In addition to Mr. Martinez, speakers included the owner’s attorney, Jody Kline; Kathryn M. Kuranda, architectural historian at R. Christopher Goodwin and Associates, inc.; and Craig Moloney, architect at CEM Design. All three expressed reasons why the property no longer had architectural integrity and did not warrant historic designation. Ms. Kuranda and Mr. Kline also submitted written testimony. Mr. Moloney previously served on the HDC, including in 2007 when the property was previously reviewed. In 2007, Mr. Moloney recused himself from considering the case because he had been working with the property owner of that time.

Nancy Pickard of Peerless Rockville Historic Preservation, Ltd., also provided testimony, reading a statement into the record that discussed the reasons for the nomination for historic designation of the property. Peerless Rockville believes that the property has very strong architectural integrity not only in the building itself, but also for the land, and that the lot played an integral part in the city’s development. Ms. Pickard stated that Peerless Rockville also believes that the property meets one of the designation criteria, in addition to those mentioned by staff. Specifically, Ms. Pickard stated that it meets Historic Significance Criterion a) *Represents the development, heritage, or cultural characteristics of the city*. Ms. Pickard also provided the rationale behind the additional criterion.

Four community members gave testimony in support of historic designation via WebEx. Staff read into the record a list of fourteen submissions of written testimony received from community members. Thirteen were in support and one was against historic designation.

After discussion, the HDC determined that 406 Great Falls Road met the following two criteria for
Architectural, Design, and Landscape Significance:

   a) Embodies distinctive characteristics of a type, period, or method of construction.
   5. Represents a significant architectural, design, or landscape entity in the city.

The HDC therefore recommended, by a vote of 2-0-1 (indicating two affirmatives and one abstention), that the property should be designated historic.

The HDC accordingly authorized the filing of a Sectional Map Amendment to place the property in the Historic District (HD) overlay zone, which was submitted on December 21, 2021.

Planning Commission Review
The Zoning Ordinance provides an opportunity for the Planning Commission to make a recommendation to the Mayor and Council, prior to the decision whether to historically designate a property. The Planning Commission reviews such recommendations for historic designation based on whether doing so would be in conformance with the Comprehensive Plan and would meet the intent of the Historic District overlay zone.

At its January 12, 2022 meeting, the Planning Commission reviewed the HDC’s recommendation, including all of the material that had been submitted to the HDC. One of the owners, Ingrid Chua, spoke against historic designation of the property, as did a new attorney for the owners, Erin E. Girard of Miles and Stockbridge; Kathryn M. Kuranda; and Craig Moloney. Ms. Girard also submitted written testimony.

Nancy Pickard of Peerless Rockville Historic Preservation, Ltd., read a statement into the record that provided reasons for their having nominated the property, similar to those provided for the December 16, 2021 HDC Evaluation of Significance.

Three members of the community, Noreen Bryan, Margaret Magner, and Larry Giammo provided public testimony in favor of historic designation of the property.

Commissioner Tyner made the following motion, seconded by Commissioner Nunez, that “Based on staff’s listed findings, I move that the Planning Commission find that the proposed Sectional Map Amendment MAP2022-00123, to change the zoning of 406 Great Falls Road from R-90 to R-90 HD, if approved by the Mayor and Council, is consistent with the Comprehensive Plan and with the purpose of the historic designation zone within the Zoning Ordinance, and that these findings be forwarded to the Mayor and Council.” The motion passed by a vote of 4-0.

THE PROPERTY – 406 GREAT FALLS ROAD

Lot Description
The subject property is located on the east side of Great Falls Road, between Monument Street and Dale Drive. The property is a 68,358-square-foot single lot that is zoned R-90, Single Family
Dwelling, Residential. It is parcel 629 of the Rockville Heights Subdivision. A 1,302-square-foot single-family dwelling is located on the property. The house faces northwest toward Great Falls Road and is deeply set back on the lot with mature trees shading the house on its south and east elevations. The property has a long curving driveway from Great Falls Road, which provides access to a detached two-car garage at the rear of the property. 406 Great Falls Road includes the small unbuildable portions of record lots 6, 7, 8, and 9, along with the larger buildable portions of record Lots 1 and 2. If the entire property is designated, any alterations on the lots will require a Certificate of Approval from the HDC.

**Building Description**

This brick one-and-one-half-story Tudor Revival house was constructed c. 1945. It features a steeply pitched side-gabled roof, intersected by a steeply pitched gable front roof, both of which are common in this style. The roof is covered with asphalt shingles, and the foundation is brick. There is a mixture of original wood double-hung windows, and vinyl replacement windows. The windows are set in brick openings with lintels and brick sills. The first story of the center bay consists of three double-hung vinyl replacement windows separated by wood mullions. There are cantilevered brick brackets below the windows, which support a wood shelf. The front-gabled projecting entry is accessed by two brick steps with a fieldstone landing outlined by brick. Small arched windows flank the stepped-brick arch entrance and the wood front door. Above the door, on the second story, is an original double-hung wood window. The second story has an aluminum-sided shed-roof dormer, which contains a large three-part vinyl replacement window consisting of sliders flanking a stationary window. The north end of the façade includes an enclosed first-story side porch, with aluminum windows and aluminum siding that matches the siding in the second-story dormer.

The aluminum-sided two-car detached garage at the rear of the property has aluminum doors, and a single window in the front facing gable. The steeply pitched gabled roof is clad in asphalt shingles.

The house utilizes the Sears, Roebuck and Co. Catalog Belmont design. The Belmont, which was introduced in 1931-32, was the brick counterpart to the Lynnhurst, which was introduced in 1930. There are a few versions of the Sears kit houses in Rockville, including the Sears Belmont at 11 Wall Street (c.1933), and the Sears Lynnhurst at 149 South Adams Street (c.1931). Both Rockville examples also have side porches. The subject house at 406 Great Falls Road is listed in the Rockville Historic Buildings Catalogue as a good example of a Tudor Revival House. The house at 11 Wall Street was designated historic in 1974, and the house at 149 South Adams Street was designated historic in 2007.

**Site History**

The subject property at 406 Great Falls Road is located in the Rockville Heights subdivision, which was platted in 1890 with large lots, parks, and picturesque roads, similar to garden suburbs being built nationwide. Many of the platted lots remained vacant until well into the twentieth century. Development increased in the 1930s, and this area was annexed into the City of Rockville in 1937, with subsequent annexations of the remaining portions of Rockville.
Heights in 1939 and 1941. The subject house, and the house at 408 Great Falls Road, were constructed on multiple lots within Rockville Heights, contributing to the “estate” character of the properties and the neighborhood. The surrounding neighborhood currently features housing development that spans many decades.

Although located within the boundaries of the Rockville Heights subdivision, parcels 629 and 667, which correspond respectively to 406 and the adjoining 408 Great Falls Road, are modifications of the lots originally platted for this subdivision in 1890. The properties that make up 406 and 408 Great Falls Road were owned by a single owner at one time. The land was purchased by James Brawner Nicholson and his wife Mary Trail Nicholson in separate transactions in 1912 and in 1913. In 1941, a deeded property line, roughly parallel to Monument Street, was drawn that divided the property into two deeded lots. The deeds correspond to three lots identified on a "Revised Map of Rockville Heights" that does not appear to have been legally recorded. Although the Rockville Heights lots platted in 1890 are still there, the parcels that have been created for the two properties do not relate to these lots. The line divided Lots 6, 7, 8 and 9 between the two properties. 406 Great Falls Road included the smaller unbuildable portions of these lots and the larger buildable portions of record Lots 1 and 2.

There were not many houses in the immediate vicinity that pre-date the houses at 406 and 408 Great Falls Road. Immediately to the west and across Monument Street, 500 Great Falls Road, was built c. 1917; and 402 Great Falls to the immediate east of 406 was built c. 1931. Portions of Rockville Heights were later re-subdivided, and cul-de-sacs were added off Monument Street and the adjacent Dale Drive.

Ownership History
James Nicholson married Mary Trail in 1906. The houses at 406 and 408 Great Falls Road were built for their sons, William and James Jr., around the time of their marriages. The subject house at 406 Great Falls Road was built for William and Amelia, and 408 Great Falls Road was built for James Jr. and Elizabeth by local builder Brawner Harding. According to the Maryland State Department of Assessments and Taxation (SDAT), 406 Great Falls Road was built in 1945. However, according to the MHT Maryland Inventory of Historic Properties (MIHP) form, 406 Great Falls Road was built c.1935. William and Amelia F. Nicholson acquired the land by deed from their widowed mother in October 1941, as did his brother James Jr., and his wife, Elizabeth. Both houses were apparently constructed before the land was deeded to each brother.

Richard Theodore Culp, brother-in-law to the Nicholson brothers, became the trustee of the estate of William T. Nicholson after he died in 2001. In July 2001, representing the estate of William Nicholson, Culp conveyed 466 square feet (0.011 acre) of the subject property to the Maryland State Highway Administration for improvements to Great Falls Road in conjunction with the Rose Hill residential development on the north side of Great Falls Road. Culp sold 406 Great Falls Road to Scott W. Rogers and James J. Wolohan in September 2003. In September 2005, Scott Rogers sold his half of ownership of the land to James Wolohan and his wife Stacy.
James Wolohan became sole owner of the property in September 2007 and remained such until Libra Investments purchased it in February 2014. Libra Investments submitted, and then withdrew, an application to demolish the house in November 2020. The current owners, Joel Martinez and Ingrid Chua, purchased the property in January 2021, with the stated intent of enlarging the house for their family home.

**MAYOR AND COUNCIL HISTORY**

The Mayor and Council held a public hearing for this Map Amendment on April 25, 2022. The property owners, Joel Martinez and Ingrid Chua, provided testimony and a PowerPoint presentation to the Mayor and Council in opposition to historic designation. In addition to the owners, speakers included the owner’s attorney, Erin Girard, who also provided a PowerPoint Presentation; Kathryn Kuranda, architectural historian at R. Christopher Goodwin and Associates, Inc.; and Craig Moloney, architect at CEM Design. All three expressed reasons why the property no longer had architectural integrity and did not warrant historic designation. Erin Girard also submitted written testimony.

Nancy Pickard of Peerless Rockville Historic Preservation, Ltd., provided written testimony, and also read a statement into the record that discussed the reasons the property should be designated as historic.

Four community members gave testimony via WebEx regarding this matter. Three were in support and one was against historic designation. Two written testimony submissions were received from community members prior to the April 25, 2022, public hearing. The Mayor and Council agreed to keep the public record open until the close of business on Monday, May 9, 2022.

Councilmember Myles submitted a list of questions to staff prior to the April 25th Public Hearing. Some of the concerns included:

1. Why the property is being considered for historic designation again after it didn't meet criteria in 2007;
2. Could the current owner separate the lot and build behind the current home;
3. Was the screen porch original or an addition and would the enclosure be allowed today; and
4. If designated, can the owner make changes to the size and exterior of the house.

At the April 25th public hearing, the Mayor and Council asked staff questions regarding the property and the process by which it was recommended. The Mayor and Council agreed to submit additional questions to staff as needed. Following the Mayor and Council meeting on April 25th, staff has only received written questions from Councilmember Ashton.

The Mayor and Council held a Discussion and Instructions session on the application on June 6th, during which staff presented options that the Mayor and Council may consider, because the
406 Great Falls Road property, which was created by deed in 1941, contains two buildable lots – one lot that contains the existing house and a separate lot located behind it. The lot outlined in red is the 406 Great Falls Road lot that was created by deed. The other lot lines within the deeded lot are the record lot lines that were created as part of the Rockville Heights plat that was recorded in 1890. The rear lot (Lot 2) has been determined to be a buildable lot, given that it is a remaining part of a record lot that contains more than 30,000 square feet, more than the 9,000 square-foot minimum lot area in the R-90 Zone. Because the lot does not have street frontage, vehicular and utility access must be assured before any permit issuance. The owner may do this by placing a permanent access easement from Lot 2 to Great Falls Road. Since the owner owns these lots, this action can be accomplished.

It has been the City’s longstanding practice to honor lots and lot lines that were created by recordation of a plat of subdivision in the County land records. Historically, there were several large subdivisions platted in the 1890s or just after that did not achieve buildout, leaving lots that were created but not built on. These include not only Rockville Heights but also Beall’s subdivision and West End Park, among others. In many cases, subsequent landowners created new lots by deed and completely ignored the lots previously created by plat, as occurred in this case.

After discussion on June 6, the Mayor and Council voted 3-1, with Councilmember Pierzchala opposed, to direct staff to bring back a draft ordinance granting Sectional Map Amendment MAP2022-00123 in part, to rezone only the existing house and its associated lot at 406 Great Falls Road from R-90 to R-90 (HD) in order to place the home and its associated lot in a historic district. That ordinance was introduced on June 27.

PUBLIC NOTIFICATION AND ENGAGEMENT

The City Clerk / Director of Council Operations met all noticing requirements for the April 25th public hearing. First-class mail notifications were sent as stipulated in the City Code more than 15 days in advance of the public hearing, and advertisements were placed in the Washington Post on April 7th and April 14th. Staff has also notified the many interested parties by email of the public hearing, including neighborhood associations, the property owner and representatives, Peerless Rockville, and those who testified during the HDC and/or Planning Commission reviews.

For the June 6 meeting, City staff sent written notice to property owners, residents and civic associations within 750 feet of the subject property on May 20. The notice included an explanation and graphics related to the options presented in this report. Additional notices were mailed on May 27, 2022 in anticipation of the Mayor and Council reopening the public record and accepting oral public testimony on June 6th. Staff also announced this opportunity for public testimony through direct emails, listservs, NextDoor, Facebook, Twitter, and posting on the City website.
The HDC held their Evaluation of Significance on December 16, 2021. Noticing requirements of Section 25.05.03 of the Zoning Ordinance were met for that meeting. The posting of the required sign on the property occurred two weeks prior to the December HDC Meeting, and postcard notices were also sent out two weeks prior to the meeting. Staff also reached out and spoke directly with the President of the West End Citizens Association (WECA) to inform him of the upcoming HDC Evaluation of Significance for this property.

All noticing requirements from Section 25.05.03 of the Zoning Ordinance were met as required for the January 12, 2022 Planning Commission meeting.

BOARDS AND COMMISSIONS REVIEW

Reviews by the Historic District Commission and the Planning Commission are discussed above.

NEXT STEPS

If the Mayor and Council adopt the resolution to deny the application, the Map Amendment process is concluded.

Attachments
Attachment 8.a: Proposed Resolution of Denial (PDF)

Rob DiSpirito, City Manager 7/13/2022
Resolution No. ______

RESOLUTION: To deny Sectional Map Amendment Application MAP2022-00123, to rezone the property at 406 Great Falls Road from R-90 to R-90 (HD – Historic District); Historic District Commission of Rockville, applicants

WHEREAS, on June 8, 2021, Peerless Rockville Historic Preservation, Ltd. (“Peerless Rockville”), a non-profit organization that focuses on historic preservation in the City of Rockville, filed an application nominating the property located at 406 Great Falls Road in the City of Rockville, which property is further identified as Tax Parcel 629 in the subdivision known as “Rockville Heights” and contains 68,358 square feet of land, more or less, (the “Subject Property”) for historic designation pursuant to Rockville City Code § 25.14.01.d; and

WHEREAS, at a duly noticed public meeting held on December 16, 2021, the Rockville Historic District Commission (the “Historic District Commission”) evaluated the Subject Property for historic, architectural, and cultural significance and, by an affirmative vote of two of the three commissioners present, with one commissioner abstaining, found that the Subject Property met the criteria for local historic designation and initiated the filing of a sectional map amendment to place the Subject Property in the City’s historic district zone pursuant to Rockville City Code §§ 25.06.01.c.1(b) and 25.14.01.d.3 (the “Application”); and

WHEREAS, at a duly noticed public meeting held on January 12, 2022, the Rockville Planning Commission reviewed the Application pursuant to Rockville City Code § 25.06.01.g and found that the Application was consistent with the Comprehensive Plan of the City of Rockville, Maryland and with the purpose of the historic district zone in Rockville City Code § 25.12.01.a; and
WHEREAS, pursuant to Rockville City Code § 25.06.01, the Mayor and Council of
Rockville (the “Mayor and Council”) held a public hearing on the Application on April 25, 2022,
which public hearing was noticed in accordance with the Rockville City Code and the
requirements of State law; and

WHEREAS, after consideration of the full administrative record in these proceedings, the
Mayor and Council has determined that the Subject Property is not historically significant; and

WHEREAS, in support of its determination, the Mayor and Council makes the following
findings:

The existing home on the Subject Property is not architecturally significant and lacks the
features and integrity necessary to embody distinctive characteristics of a historical type, period,
or method of construction. The existing home also does not represent an established visual
feature of the neighborhood and the City because of its physical characteristics and landscape
components. Finally, given the poor condition of the existing home on the Subject Property,
refurbishing the home for residential use would be an onerous and unwarranted financial burden
on the owners of the Subject Property; and

WHEREAS, the Mayor and Council further finds that historic designation of the property
known as 406 Great Falls Road is not consistent with the purposes of the historic district zone in
Rockville City Code § 25.14.01.a and the public purpose of historic preservation in the State of
Maryland as established in § 8-102 of the Land Use Article of the Maryland Annotated Code.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF
ROCKVILLE, MARYLAND, that the application of the Rockville Historic District
Commission, Sectional Map Amendment Application MAP2022-00123, requesting the
reclassification of the property located at 406 Great Falls Road in the City of Rockville, which
property is further identified as Parcel 629 in the subdivision known as “Rockville Heights,” containing 68,358 square feet of land, more or less, be, is hereby denied.

*******

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Mayor and Council at its meeting of July 18, 2022.

__________________________

Sara Taylor-Ferrell,
City Clerk/Director of Council Operations
Subject
Introduction and Possible Adoption of an Ordinance on Zoning Text Amendment Application TXT2019-00254 – to Modify the Requirements for Accessory Buildings and Structures in Residential Zones; Mayor and Council of Rockville, Applicants

Recommendation
Staff recommends that the Mayor and Council review the proposed ordinance and introduce it if found to be acceptable. If the Mayor and Council wish to adopt the draft ordinance at the meeting, a motion to waive the layover period must be approved by four members of the Mayor and Council.

Change in Law or Policy
The proposed Text Amendment (Attachment A) would revise the height standards, maximum footprint, and the rear yard coverage requirements for accessory buildings and structures in residential zones. The revisions also add a compliance provision for accessory buildings built under previous standards and clarify the requirements for accessory buildings in historic districts, including those in the MXT (Mixed-Use Transition) Zone.

Update
At the May 23, 2022, Mayor and Council meeting, the most recent modifications were presented and discussed. Mayor and Council recommended a few minor changes and requested the proposed amendment return to them in a relatively short period of time. The attached amendment has the recommended changes provided within and is ready for a vote by Mayor and Council. The remainder of the report is the same as the previous May 23rd report.

Discussion
At the May 10, 2021, Mayor and Council meeting, a public hearing was held on Zoning Text Amendment Application TXT2019-00254 – Regarding Requirements for Accessory Buildings and Structures in Residential Zones. The following is a summary of those comments:
• A maximum square foot size is not fair, as the other requirements will determine the maximum size of the structure based on the lot area.
• Adjust maximum rear lot coverage percentages as found in the “Development Standards for Residential Accessory Buildings and Structures” chart.
• Permit the greater height as proposed.
• Allow only one-story units with the current restrictions.

The text amendment with proposed revisions is shown as Attachment A. Changes highlighted in yellow are the changes to the original draft as requested by Mayor and Council based on direction given after meetings held in January and February of 2021. The only modification to the amendment since the May 10, 2021, public hearing is noted below regarding “Building Footprint.”

**Proposed Changes to Zoning Text Amendment TXT2019-00255 since May 10, 2021**
The following changes are incorporated into the draft document and are based on the discussion at the last public hearing.

• Accessory structures and buildings are permitted to have a floor in the unfinished attic storage area of the structure. The area covered by the floor can be equal up to the floor area below. For the purposes of this subsection, the installation of a floor shall not constitute a story.
• Remove the strikeout of “modified” to allow for conforming structures to be modified.
• Building Footprint
  o From
    **Building Footprint Gross Floor Area** – The gross floor area cumulative building footprint of any all detached accessory buildings must not exceed ten percent of the minimum lot area in the R-40 and R-60 Zones; nine percent of the minimum lot area in the R-75 Zone; and eight percent of the minimum lot area in the R-90 Zone; and six percent of the minimum lot area in the R-150 Zone. No single accessory can have a gross floor area greater than 500 square feet. The maximum footprint of any one accessory building is 750 square feet and cannot exceed the footprint of the main building.
  o To
    **Maximum Building Footprint Gross Floor Area** – The gross floor area of any detached accessory buildings must not exceed ten percent of the minimum lot area in the R-40 and R-60 Zones, nine percent of the minimum lot area in the R-75 Zone, and eight percent of the minimum lot area in the R-90 Zone. No single accessory building can have a gross floor area greater than 500 square feet. No single accessory can have a gross floor area greater than 500 square feet. The maximum footprint of any one accessory building is 750 square feet and cannot exceed the footprint of the main building. The maximum footprint of all accessory buildings is 1,000 square feet.
The reason for Building Footprint to Maximum Building Footprint change is to reduce the number of regulatory mechanisms to determine the size of a structure and reduce conflict or confusion within the regulations. There are four mechanisms providing a control on an accessory structure building size: maximum rear yard building coverage; maximum building footprint for any one accessory building, a cumulative maximum for all accessory buildings, and overall lot coverage limitations for all buildings on a lot.

Prior History
As noted above, on May 10, 2021, Mayor and Council meeting, a public hearing was held on Zoning Text Amendment Application TXT2019-00254 – Regarding Requirements for Accessory Buildings and Structures in Residential Zones.

At its November 16, 2020, meeting, the Mayor and Council directed that the staff pursue additional public outreach ahead of an additional public hearing. Based on the direction given at that and earlier meetings, staff proposed revisions to the text amendment to address concerns of the Mayor and Council and members of the public, which were presented at a series of public information virtual meetings held in January and February 2021.

The outreach also included information on related Zoning Text Amendment TXT2019-00255, which proposes to allow Accessory Dwelling Units (ADUs) in residential zones. During prior outreach efforts and at the previous public hearing, the participants’ comments overlapped between the Accessory Building standards text amendment and the ADU text amendment, so the most recent outreach effort included both topics.

Following is a summary of the direction given by the Mayor and Council, and the changes proposed by the staff to address them. The outreach effort included these changes:

- **Definition of Breezeway**: A technical change is proposed to better clarify the intent of the provision.

- **Staff recommends retaining the 25% maximum rear yard coverage limit to address small rear yards.** Staff recommended this revision at the last hearing to address issues with small rear yards and ensure that accessory buildings could not be built that would appear to be too large for a small rear yard. The standards table remains as it is, except for the change from 25% to 15% coverage in the R-200 Zone, as originally proposed.

- **Building height will continue being measured to the peak of the accessory building.** Footnote 1 is proposed to be amended to have the height measurement made from the lowest point of the finished grade of the structure. This is intended to address the issue of buildings located on rear sloping lots to mitigate the “looming” effect on neighboring properties.

- **The setbacks for accessory buildings remain at 1 foot for 3 feet of additional height above 12 feet.**
The proposal for increased additional height up to 20 feet is retained for the purposes of gaining public input. The added height would require a variance from the Board of Appeals, subject to compatibility findings. A new third sentence is added stating that the accessory building height cannot exceed the height of the main building. This is intended to help maintain the subordinate character of the accessory building in relationship to the main building. At the public hearing, testimony was given on both sides of this issue. Staff has provided three options to address these concerns for the Mayor and Council’s consideration:

1. Keep the height limit for accessory buildings at 15 feet. This limits the height of accessory buildings such that a second story is not possible. Staff recommends that the Mayor and Council support this option in conjunction with limitations on the floor area of ADUs, discussed in the accompanying staff report.

2. Retain the draft revisions that allow extra height up to 20 feet with a variance from the Board of Appeals.

3. Retain the current height limit of 15 feet for accessory buildings and only allow the extra height in connection with the installation of an ADU, either with or without a variance. This option would limit those homeowners who desire a second story studio or home office, without creating an accessory dwelling unit.

Members of the Mayor and Council proposed allowing the footprint of the accessory buildings to be a percentage of the actual lot area, rather than the minimum lot area in each zone. Staff proposed to add a column to the table setting the maximum cumulative accessory building footprint at 1,000 square feet for the smaller lot size zones. In order to maintain the subordinate character of the accessory buildings, staff proposes to limit any one building to a footprint that equals ten percent of the minimum lot area of the R-60 Zone (600 square feet), nine percent of the minimum lot area of the R-75 Zone (675 square feet), and eight percent of the minimum lot area of the R-90 Zone (720 square feet).

The historic accessory building revision is retained as drafted.

The provision allowing a breezeway between the main house and an accessory building with a maximum length of 20 feet is retained.

In Subsection (i), a revision is proposed to add an upper limit of 100 square feet to the size of a gazebo or other small decorative accessory structure.

The revision to the historic accessory buildings reference in Article 10 is retained.
• The revision to require accessory buildings in the MXT Zone within a historic district to comply with the standards of the closest equivalent residential zone is retained as drafted.

Public Outreach and Input

The Mayor and Council directed the staff to conduct further outreach to the community to inform them of the proposed revisions ahead of the new public hearing. Staff worked with our Communications staff to disseminate this information on our website and through social media in advance of three virtual meetings that were held on January 19, January 27 and February 4. A user-friendly handout was developed and circulated to all civic associations and was the basis for the presentation at the virtual public information sessions. A summary of the public input received at those sessions is included as Attachment C, along with a summary of the email input that has been received. Copies of the actual emails are included in Attachment D.

Most public input was received on the topic of ADUs rather than accessory buildings and structures. As per previous testimony, the West End neighborhood remains concerned about impacts on neighborhood character if the development standards for accessory buildings and structures are modified, particularly regarding height and setbacks for taller buildings and structures. As you can see in the summaries, little testimony was received regarding the requirements for accessory buildings and structures.

Mayor and Council History

As noted previously, on May 10, 2021, Mayor and Council meeting, a public hearing was held on Zoning Text Amendment Application TXT2019-00254 – Regarding Requirements for Accessory Buildings and Structures in Residential Zones.

The Mayor and Council held the initial public hearing on July 15, 2019. One member of the public addressed the Mayor and Council and provided written testimony. The Mayor and Council held a Discussion and Instruction session on September 16, 2019, at which time staff was directed to hold a second public hearing to address issues raised at the Discussion and Instruction session and provide for additional public comment opportunities.

The Mayor and Council held a second public hearing on this text amendment application on October 7, 2019. Four (4) members of the public addressed the Mayor and Council and provided their testimony. The Mayor and Council held a Discussion and Instruction session also on October 7, 2019, at which time staff was directed to meet with those providing testimony and work further with the community.

The Mayor and Council have received numerous emails from residents of the West End neighborhood after WECA president Brian Shipley provided testimony on the text amendment at the March 2 meeting. Most of the feedback we have received from West End residents oppose changes that would increase the size of accessory buildings and structures, particularly
with respect to a potential increase in height so that an accessory building or structure could have two stories.

Additional Discussion and Instructions meetings were held on April 20, 2020, and November 16, 2020, at which the Mayor and Council directed the additional outreach that was undertaken.

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**Public Notification and Engagement**

Notice for the Mayor and Council meeting on May 23, 2022, and July 11, 2022 was sent via the City’s Listserv to civic and homeowners associations.

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**Boards and Commissions Review**

The Planning Commission reviewed the application at its meetings on June 12, 2019, and July 10, 2019, and recommended approval. The Commission initially had concerns about the relationship between this text amendment and the related text amendment for accessory apartments. Individual members discussed other concerns, including the potential for additional height, but ultimately recommended approval by a vote of 5-1, with the additional text added as noted previously.

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**Next Steps**

Staff recommends that the Mayor and Council introduce Zoning Text Amendment TXT2019-00254. If the Mayor and Council also wish to vote on the ordinance, a motion to waive the layover period must first be made, and the motion must receive an affirmative vote of at least four members of the Mayor and Council.

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**Attachments**

- **Attachment 9.a:** Draft ordinance TXT2021-00254 - Final (DOCX)
- **Attachment 9.b:** Revised ZTA for Accessory Buildings with Highlights (DOCX)
- **Attachment 9.c:** TXT2019-00254 Public input summary (PDF)
- **Attachment 9.d:** TXT2019-00254 Public written comment (PDF)

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Rob DiSpirito, City Manager 7/13/2022
ORDINANCE: To grant Text Amendment Application No. TXT2019-00254, as amended, Mayor and Council of Rockville, Applicant

WHEREAS, the Mayor and Council of Rockville, 111 Maryland Avenue, Rockville, Maryland, filed Text Amendment Application TXT2019-00254 for the purpose of amending Chapter 25 of the Rockville City Code, “Zoning,” so as to revise Chapter 25 for the purpose of modifying the regulations that apply to residential accessory buildings and structures; and

WHEREAS, the Planning Commission reviewed the proposed text amendment at its meetings of June 12, 2019 and July 10, 2019, and recommended approval of the proposed amendment to the Mayor and Council on July 10, 2019, with certain comments; and

WHEREAS, pursuant to the Land Use Article of the Annotated Code of Maryland, the Mayor and Council of Rockville gave notice that a hearing on said text amendment would be held virtually by the Mayor and Council via WebEx on July 15, 2019, at 7:00 p.m., or as soon thereafter as it may be heard; and

WHEREAS, on July 15, 2019, said application came on for hearing at the time and place provided for in said advertisement; and

WHEREAS, the Mayor and Council conducted additional public hearings on October 7, 2019 and May 10, 2021;

WHEREAS, the Mayor and Council, having considered the text amendment application and the entire file pertaining thereto, said Mayor and Council have decided that the granting of this application, in the form set forth below, would promote the health, safety and welfare of the citizens of the City of Rockville.
NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND that Chapter 25 of the Rockville City Code, entitled “Zoning Ordinance,” be amended as follows:

Chapter 25 – ZONING ORDINANCE

* * *

ARTICLE 3. – DEFINITIONS; TERMS OF MEASUREMENTS AND CALCULATIONS

* * *

Sec. 25.03.02. – Words and terms defined.

* * *

Breezeway means a covered passage way, which may be enclosed or unenclosed, for the purpose of providing a connection from the main dwelling to an accessory building. No portion of the breezeway may be constructed in a way that could be interpreted to provide a common wall between the main building and the accessory building.

* * *

ARTICLE 9. – ACCESSORY USES; ACCESSORY BUILDINGS AND STRUCTURES; ENCROACHMENTS; TEMPORARY USES; HOME-BASED BUSINESS ENTERPRISES; WIRELESS COMMUNICATION FACILITIES

* * *

Sec. 25.09.02. – Accessory structures.

Requirements – Accessory structures must be customarily associated with and clearly incidental and subordinate to a legally established principal structure. Such structures cannot be attached to the main building by any part of a common wall or common roof except as set forth in Section 25.09.03.a.2(g). Uses within accessory structures must comply with the applicable provisions of Section 25.09.01 above.

Sec. 25.09.03. – Accessory buildings and structures.

a. Residential Accessory Buildings and Structures

1. Residential accessory buildings and structures are subject to the following development standards:
### Minimum Setback Requirements

<table>
<thead>
<tr>
<th>Zone</th>
<th>Minimum Height at Minimum Setback Not to Exceed</th>
<th>Maximum Rear Yard Coverage</th>
<th>Maximum Rear Side - Street Abutting</th>
<th>Rear Side</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-400</td>
<td>12’</td>
<td>15%</td>
<td>30’</td>
<td>3’</td>
</tr>
<tr>
<td>R-200</td>
<td>12’</td>
<td>15%</td>
<td>25’</td>
<td>3’</td>
</tr>
<tr>
<td>R-150</td>
<td>12’</td>
<td>15%</td>
<td>20’</td>
<td>3’</td>
</tr>
<tr>
<td>R-90</td>
<td>12’</td>
<td>15%</td>
<td>20’</td>
<td>3’</td>
</tr>
<tr>
<td>R-75</td>
<td>12’</td>
<td>15%</td>
<td>20’</td>
<td>3’</td>
</tr>
<tr>
<td>R-60</td>
<td>12’</td>
<td>15%</td>
<td>20’</td>
<td>3’</td>
</tr>
<tr>
<td>R-60 (Qualifying Undersized Lot)</td>
<td>12’</td>
<td>15%</td>
<td>20’</td>
<td>3’</td>
</tr>
<tr>
<td>R-40</td>
<td>12’</td>
<td>15%</td>
<td>20’</td>
<td>3’</td>
</tr>
</tbody>
</table>

1 The height of an accessory building or structure is measured from the lowest point of the finished grade at the front location of the building to the highest point of the roof. Additional height may be allowed in conformance with Section 25.09.03.a.2(a), below.

2. Residential accessory buildings are limited to one (1) story and are subject to the following additional provisions:

   (a) **Accessory buildings and structures greater than twelve (12) feet high.** Accessory buildings and structures that exceed twelve (12) feet in height must be set back from all lot lines an additional three (3) feet for each additional foot (or any portion thereof) of building height up to the maximum allowable height of 15 feet. Accessory buildings may exceed 15 feet in height, up to a maximum of 20 feet, if granted a waiver of the maximum height limitation by the Board of Appeals. The Board of Appeals must find that the waiver will not be contrary to the public interest. In no event can the height exceed the height to the peak of the main house.

   (b) **Maximum building footprint.** Gross Floor Area. The gross floor area of any detached accessory buildings must not exceed ten percent of the minimum lot area in the R-40 and R-60 Zones, nine (9) percent of the minimum lot area in the R-75 Zone, and eight (8) percent of the minimum lot area in the R-90 Zone. No single accessory building can have a gross floor area greater than five hundred (500) square feet. The maximum footprint of any one accessory building is 750 square feet and cannot exceed the footprint of the main building. The maximum footprint of all accessory buildings is 1,000 square feet.
(c) [Occupancy prohibition.] In no event can accessory buildings collectively occupy more than twenty-five (25) percent of the rear yard.

(c) **Conforming structures.** Accessory buildings and structures that were constructed in conformance with the standards in effect at the time they were erected are considered conforming and may be modified, repaired, or replaced so long as they conform to the standards under which they were built except that they must maintain a minimum setback of three (3) feet from any property line.

(d) **Historic accessory buildings.**

i. **Historic Contributing accessory buildings,** located in a historic district zone are exempt from the calculation of rear yard coverage subject to the provisions of Section 25.08.06.c.

ii. For properties that include contributing accessory buildings, the maximum cumulative building footprint for accessory buildings may be increased by up to 20% if granted a waiver by the Board of Appeals. The waiver may be granted if it is demonstrated that:

1. the contributing accessory building cannot be used for the desired purpose of the proposed accessory building;
2. the proposed accessory building is compatible with environmental features on the property, including significant trees; and
3. the proposed accessory building is compatible with the overall character of the neighborhood.

* * *

(g) **Connection to main building.** An open, unenclosed breezeway with a length not exceeding 20 feet may connect a main building to one accessory building.

(h) **Accessory structures.**

i. Small open structures not exceeding a footprint of 100 square feet, such as gazebos, may be permitted with a ten-foot setback in a yard abutting a street.

ii. An accessory swimming pool must be located in the rear yard. All portions of the pool must be set back at least three (3) feet from any lot line and comply with any provisions of chapter 5 of this Code. Such a
swimming pool is not subject to the maximum rear yard coverage requirements of subsection (c) above.

(i) Story and floor area. Accessory structures and buildings are permitted to have a floor in the unfinished attic storage area of the structure. The area covered by the floor can be equal to or less then the floor area below. For the purposes of this subsection, the installation of a floor shall not constitute a story.

* * *

ARTICLE 10. – SINGLE DWELLING UNIT RESIDENTIAL ZONES

* * *

Sec. 25.10.05. - Development standards.

* * *

b. Maximum lot coverage.

1. Inclusion of accessory buildings. Maximum lot coverage includes accessory buildings; however, historic accessory buildings, structures, located in a historic district zone, are exempt from the calculation of rear yard coverage pursuant to Section 25.09.03.1.2.

* * *

ARTICLE 13. – MIXED-USE ZONES

* * *

Sec. 25.13.08. – Accessories.

a. All accessory uses within mixed-use zones must comply with the provisions of article 9 of this chapter.

b. New accessory buildings in the MXT Zone constructed after [date of adoption] and located within a historic district zone are subject to the provisions of:

1. Section 25.09.03.a.2(a); and

2. Section 25.09.03.a.2(b).

c. Accessory buildings that were constructed in conformance with the standards in effect at the time they were erected are considered conforming and may be modified, repaired or replaced so long as they conform to the standards under which they were built, except they must maintain a minimum setback of three (3) feet from any property line.

*******************
I hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Mayor and Council of Rockville at its meeting of July 11, 2022.

Sara Taylor-Ferrell
City Clerk/Director of Council Operation
ATTACHMENT TO APPLICATION
TO THE CITY OF ROCKVILLE FOR A
TEXT AMENDMENT TO THE ZONING ORDINANCE

Applicant: Mayor and Council of Rockville

The applicant proposes to amend the zoning ordinance adopted on December 15, 2008, and with an effective date of March 16, 2009, by inserting and replacing the following text (underlining indicates text to be added; strikethroughs indicate text to be deleted; * * * indicates text not affected by the proposed amendment). Further amendments may be made following citizen input, Planning Commission review and Mayor and Council review.

SECTION 1. Amend Article 3, “Definitions, Terms and Measurement and Calculations: as follows:

Section 25.03.02 – Words and Terms Defined

* * *

Breezeway: A covered passage way, which may be enclosed or unenclosed, for the purpose of providing a connection from the main dwelling to an accessory building. No portion of the breezeway may be constructed in a way that could be interpreted to provide a common wall between the main building and the accessory building.

Section 2. Amend Article 9, “Accessory Uses; Accessory Buildings and Structures; Encroachments; Temporary Uses; Home-Based Business Enterprises; Wireless Communication Facilities” as follows:

25.09.02 – Accessory Structures

Requirements – Accessory structures must be customarily associated with and clearly incidental and subordinate to a legally established principal structure. Such structures cannot be attached to the main building by any part of a common wall or common roof except as set forth in Section 25.09.03.a.2(g). Uses within accessory structures must comply with the applicable provisions of Section 25.09.01, above.

25.09.03 – Accessory Buildings and Structures

a. Residential Accessory Buildings and Structures

1. Residential accessory buildings and structures are subject to the following development standards:
2. Residential accessory buildings are limited to one story and are subject to the following additional provisions:

(a) **Accessory Buildings and Structures Greater than 12’ High** - Accessory buildings and structures that exceed 12 feet in height must be set back from all lot lines an additional three feet for each additional foot (or any portion thereof) of building height up to the maximum allowable height of 15 feet. Accessory buildings may exceed 15 feet in height, up to a maximum of 20 feet, if granted a waiver of the maximum height limitation by the Board of Appeals. The Board of Appeals must find that the waiver will not be contrary to the public interest. In no event can the height above 15 feet exceed the height to the peak of the main house.

(b) **Maximum Building Footprint Gross Floor Area** - The gross floor area of any detached accessory buildings must not exceed ten percent of the minimum lot area in the R-40 and R-60 Zones, nine percent of the minimum lot area in the R-75 Zone, and eight percent of the minimum lot area in the R-90 Zone. No single accessory building can have a gross floor area greater than 500 square feet. No single accessory can have a gross floor area greater than 500 square feet. The maximum footprint of any one accessory building is 750 square feet and cannot exceed the footprint of the main building. The maximum footprint of all accessory buildings is 1,000 square feet.
(c) **Conforming Structures** - Accessory buildings and structures that were constructed in conformance with the standards in effect at the time they were erected are considered conforming and may be modified, repaired, or replaced so long as they conform to the standards under which they were built except that they must maintain a minimum setback of three (3) feet from any property line.

(d) **Historic Accessory Buildings**

(i) Historic Contributing accessory buildings, located in a Historic District Zone are exempt from the calculation of rear yard coverage per subject to the provisions of Section 25.08.06.c.

(ii) For properties that include contributing accessory buildings, the maximum cumulative building footprint for accessory buildings may be increased by up to 20% if granted a waiver by the Board of Appeals. The waiver may be granted if it is demonstrated that:

1. the contributing accessory building cannot be used for the desired purpose of the proposed accessory building;

2. the proposed accessory building is compatible with environmental features on the property, including significant trees; and

3. the proposed accessory building is compatible with the overall character of the neighborhood.

(e) **Accessory Buildings on Through Lots** – A through lot has no rear yard as defined in this Chapter. However, accessory buildings may be placed in the apparent rear yard, but must be set back from the street line at least the minimum front yard setback required in the zone. Within the area between the main building and the setback line, all of the requirements for accessory buildings, including setbacks, heights, and maximum lot coverage will apply.

(f) **Accessory buildings on corner lots** – Accessory buildings must be placed in the rear yard of a corner lot. The rear yard of a corner lot must meet the minimum rear yard setback from the lot line to the main building as set forth in the applicable zone.

(g) **Connection to Main Building** - An open, unenclosed breezeway with a length not exceeding 20 feet may connect a main building to one accessory building.

(h) **Accessory Structures**

i. Small open structures not exceeding a footprint of 100 square feet, such as gazebos, may be permitted with a ten-foot (10’) setback in a yard abutting a street.
ii. An accessory swimming pool must be located in the rear yard. All portions of the pool must be set back at least three (3) feet from any lot line and comply with any provisions of Chapter 5 of this Code. Such a swimming pool is not subject to the maximum rear yard coverage requirements of subsection (c) above.

(i) Story and floor area. Accessory structures and buildings are permitted to have a floor in the unfinished attic storage area of the structure. The area covered by the floor can be equal to or less than the floor area below. For the purposes of this subsection, the installation of a floor shall not constitute a story.

Section 3. Amend Article 10, “Single Dwelling Unit Residential Zones”, as follows:

25.10.05 – Development Standards

* * *

b. Maximum Lot Coverage

1. Inclusion of Accessory Buildings – Maximum lot coverage includes accessory buildings; however, historic accessory buildings structures, located in a Historic District Zone, are exempt from the calculation of rear yard coverage pursuant to Section 25.09.03.1.2.

Section 4. Amend Article 13, “Mixed-Use Zones”, as follows:

25.13.08 – Accessories

a. All accessory uses within mixed-use zones must comply with the provisions of Article 9 of this Chapter.

b. New accessory buildings in the MXT Zone constructed after [date of adoption] and located within a Historic District Zone are subject to the provisions of:

1. Section 25.09.03.a.2(a); and
2. Section 25.09.03.a.2(b), cumulative building footprint.

c. Accessory buildings that were constructed in conformance with the standards in effect at the time they were erected are considered conforming and may be modified, repaired or replaced so long as they conform to the standards under which they were built, except they must maintain a minimum setback of three (3) feet from any property line.

NOTE: Strikethroughs indicate material deleted
Underlining indicates material added
Asterisks *** indicate material unchanged by this ordinance
# ZONING TEXT AMENDMENT TXT2019-00254: Accessory Building Standards

Summary of Public Input Received between July 2019 and April 30, 2021

<table>
<thead>
<tr>
<th>#</th>
<th>Source of Input (oral)</th>
<th>Neighborhood</th>
<th>Input Type</th>
<th>Summary of Input</th>
<th>Staff comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Noreen Bryan</td>
<td>West End</td>
<td>Info session 1/27/21</td>
<td>Concerns about upward sloping lots, taller accessory buildings could loom over nearby homes</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Vincent Russo</td>
<td>Twinbrook</td>
<td>Info session 1/27/21</td>
<td>Supportive overall of modifying standards</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>#</th>
<th>Source of Input (written)</th>
<th>Neighborhood</th>
<th>Input Type</th>
<th>Summary of Input</th>
<th>Staff comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Scott Roberson</td>
<td>Twinbrook</td>
<td>Mark-up</td>
<td>Limitations are too limiting; Cumulative accessory building footprints should be removed</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Planning Commission</td>
<td>N/A</td>
<td>Memo</td>
<td>Concur with staff recommendation for accessory buildings in the MXT Zone within a historic district</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>David Hill</td>
<td>West End</td>
<td>Email</td>
<td>Disagrees with limits proposed for accessory buildings in the historic district; why is this being considered; use infill criteria to address structures in the historic district; accessory structure should be a public process; sliding scale for floor area is illogical</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Brian Shipley (WECA)</td>
<td>West End</td>
<td>Memo</td>
<td>Not sufficient time to consider changes; does not support exemption of historic accessory buildings from lot coverage calculations;</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Scott Roberson</td>
<td>Twinbrook</td>
<td>Mark-up</td>
<td>See above</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Peerless Rockville</td>
<td>N/A</td>
<td>Letter</td>
<td>Concerns about impact on historic neighborhoods,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td>Location</td>
<td>Type</td>
<td>Feedback</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>7</td>
<td>David Hill</td>
<td>West End</td>
<td>Memo</td>
<td>Clarification of above points</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Brian Shipley</td>
<td>West End</td>
<td>Memo</td>
<td>Supports retaining maximum rear yard building coverage; does not support additional lot coverage in historic districts</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Brian Shipley</td>
<td>West End</td>
<td>Memo dated March 2, 2020</td>
<td>Opposes new limits on building area, height and setbacks; supports increased size for any one accessory building; retain current height limits</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Frank Liu</td>
<td>West End</td>
<td>Email</td>
<td>Does not support TXT; supports increase in maximum size of any single accessory building</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Amy Brown</td>
<td>West End</td>
<td>Email</td>
<td>Does not support TXT</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Max Rozar</td>
<td>West End</td>
<td>Email</td>
<td>Does not support TXT; does support increase in size of any one building</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Benjamin Marks</td>
<td>Unknown</td>
<td>Email</td>
<td>Opposes greater size and height and lesser setbacks</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Jane Karakashian</td>
<td>West End</td>
<td>Email</td>
<td>Opposes two stories and increased size</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Marina Korobov</td>
<td>Unknown</td>
<td>Email</td>
<td>Opposes generally but supports a more comfortable maximum building area</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Joanne Frysiak</td>
<td>West End</td>
<td>Email</td>
<td>Opposes generally but supports a more comfortable maximum building area</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Jo Ann/John Lynch</td>
<td>Woodley Gardens West</td>
<td>Email</td>
<td>Oppose increase in height</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Harvey/Cecilia Strine</td>
<td>West End</td>
<td>Email</td>
<td>Oppose changes</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Stacey Kaplowitz</td>
<td>West End</td>
<td>Email</td>
<td>Supports changes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td>Location</td>
<td>Contact Type</td>
<td>Comment</td>
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</tr>
<tr>
<td>20</td>
<td>Jane Pontius</td>
<td>West End</td>
<td>Email</td>
<td>Opposes increases in height and building size and reduced setbacks</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Ilian Bandaranayake</td>
<td>West End</td>
<td>Email</td>
<td>Opposes increases in height and building size and reduced setbacks</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Thomas Weko</td>
<td>West End</td>
<td>Email</td>
<td>Support staff recommendations</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Evan Herring</td>
<td>West End</td>
<td>Email</td>
<td>Opposes increases in height and building size and reduced setbacks</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>David Hill</td>
<td>West End</td>
<td>Memo</td>
<td>Consider whether to support ADUs before deciding on changes to development standards; supports changes to general measurement; does not support larger accessory buildings; supports a flat proportion of building size to lot size; Opposed to allowing additional building size on historic properties</td>
<td></td>
</tr>
</tbody>
</table>
1. Problem: Text Amendment TXT2019-00254:
a) remains excessively limiting, b) is contrary to public interest,
c) imposes additional limitations, d) is unfair, and e) is discriminatory.

I object to the excessive these excessive and unfair limits.

Indicators of excessive accessory building limitations: public feedback, Board of Appeals approved variances, and breezeways were constructed because Rockville accessory building code is excessive. Breezeways and accessory buildings are not out of character for Rockville neighborhoods. Numerous breezeways are in Rockville.

The 2009 Ordinance 29-09 changed from “accessory building” singular to “accessory buildings” plural thereby limiting the sum of all accessory building areas to the small percentages listed, via adding a single letter. Before 29-09, the limit applied to accessory buildings individually, not to the sum for all accessory buildings.

The related and unchanging 25.10.05.a Table of Development Standards sets maximum lot coverage percentages for the sum of all main and accessory buildings, which are reasonable. Then 25.09.03 sets unreasonable further limitations on accessory buildings.

2. Cumulative accessory building footprint limits should be removed from TXT2019-00254 under 25.09.03.a.2.(b).

That is already elsewhere in the Code, and is not changing, specifically 25.10.05.a Table of Development Standards. A copy is attached.

Rockville Code is unfair by limiting Landowner A to lot coverage of 35%, while conversely limiting Landowner B to lot coverage of 18% (=1600/9000).

<table>
<thead>
<tr>
<th>Comparison of alternatives for a R-60 lot of 9,000 square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Coverage (square feet)</td>
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<tr>
<td>----------------------------</td>
</tr>
<tr>
<td>Case 1 Overboard</td>
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<tr>
<td>Case 2 Start Small</td>
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<tr>
<td>&quot;Penalty&quot;</td>
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<tr>
<td>Results</td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>


4. See the markup I handed you. What is your response to my markup?
### Development Standards for Residential Accessory Buildings and Structures

**Minimum Setback Requirements**

<table>
<thead>
<tr>
<th>Zone</th>
<th>Front</th>
<th>Side - Street Abutting</th>
<th>Rear</th>
<th>Maximum Rear Yard Building Coverage</th>
<th>Maximum Height at Minimum Setback Not to Exceed <em>1</em> (see subsection 2(a) below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-400</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>R-200</td>
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<td>R-150</td>
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<td>R-90</td>
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<td>R-75</td>
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<tr>
<td>R-60</td>
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<tr>
<td>R-60 (Qualifying Undersized Lot)</td>
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<tr>
<td>R-40</td>
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</tr>
</tbody>
</table>

1. The height of an accessory building or structure is measured from the finished grade at the front of the building to the highest mid-point of any slope, hip, or mansard roof. Additional height may be allowed in conformance with Section 25.09.03.a.2(a), below.

2. Residential accessory buildings are limited to one story and are subject to the following additional provisions:

   **Secondary Problem**

   (a) **Accessory Buildings and Structures Greater than 22' High** - Accessory buildings and structures that exceed 22 feet in height must be set back from all lot lines an additional two feet for each additional foot (or any portion thereof) of building height up to the maximum allowable height of 25 feet. Accessory buildings may exceed 25 feet in height, up to a maximum of 20 feet, if granted a waiver of the maximum height limitation by the Board of Appeals. The Board of Appeals must find that the waiver will not be contrary to the public interest.

   **Primary Problem**

   (b) **Building Footprint Gross Floor Area** - The gross floor area cumulative building footprint of an accessory building or structures must not exceed ten percent of the minimum lot area in the R-40 and R-60 Zones; nine percent of the minimum lot area in the R-75 Zone; and eight percent of the minimum lot area in the R-90 Zone, and six percent of the minimum lot area in the R-150 Zone. In the R-200 and R-400 Zones, the cumulative building footprint of all accessory buildings must not exceed one and a half times the gross floor area greater than 500,000 square feet.

   (c) In no event can accessory buildings collectively occupy more than 75 percent of the rear yard. Accessory buildings and structures that were constructed in conformance with the standards in effect at the time they were created are...
(d) **Historic Accessory Buildings** — Historic accessory buildings, located in a Historic District Zone are exempt from the calculation of cumulative building footprint rear yard coverage.

(g) **Connection to Main Building** — An open, unenclosed breezeway with a length not exceeding 20 feet may connect a main building to an accessory building. No portion of the breezeway may be constructed in a way that could be interpreted to provide a common wall between the main building and the accessory building.

(h) **Accessory Structures**

i. Small open structures, such as gazebos, may be permitted with a ten-foot (10') setback in a yard abutting a street.

ii. An accessory swimming pool must be located in the rear yard. All portions of the pool must be set back at least three (3') feet from any lot line and comply with any provisions of Chapter 5 of this Code. Such a swimming pool is not subject to the maximum rear yard coverage requirements of subsection (c) above.

Amend Article 10, “Single Dwelling Unit Residential Zones”

25.10.05 – Development Standards

* * *

b. **Maximum Lot Coverage**

1. **Inclusion of Accessory Buildings** — Maximum lot coverage includes accessory buildings; however, historic accessory buildings, structures, located in a Historic District Zone, are exempt from the calculation of rear yard coverage pursuant to Section 25.00.03 A.2.

* * *

Amend Article 13, “Mixed-Use Zones”, as follows:

25.13.08—Accessories

a. All accessory uses within mixed-use zones must comply with the provisions of Article 9 of this Chapter.
City of Roselle, Michigan

Zoning Ordinance – Article 10

In the case of an intersection of different lot sizes on a street, the maximum building height is 75 feet where the use requires a

Table above

<table>
<thead>
<tr>
<th>Lot Size</th>
<th>Building Height</th>
<th>Minimum Lot Dimension</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,500 sq. ft.</td>
<td>30 ft.</td>
<td>75 ft.</td>
</tr>
<tr>
<td>5,000 sq. ft.</td>
<td>35 ft.</td>
<td>90 ft.</td>
</tr>
<tr>
<td>7,500 sq. ft.</td>
<td>40 ft.</td>
<td>105 ft.</td>
</tr>
<tr>
<td>10,000 sq. ft.</td>
<td>45 ft.</td>
<td>120 ft.</td>
</tr>
<tr>
<td>15,000 sq. ft.</td>
<td>50 ft.</td>
<td>150 ft.</td>
</tr>
<tr>
<td>20,000 sq. ft.</td>
<td>55 ft.</td>
<td>180 ft.</td>
</tr>
<tr>
<td>25,000 sq. ft.</td>
<td>60 ft.</td>
<td>210 ft.</td>
</tr>
</tbody>
</table>

Attachment 9.d: TXT2019-00254 Public written comment (4239: Introduction and Possible Adoption of an Ordinance to Approve Text)
MEMORANDUM

July 29, 2019

TO: Mayor and Council

FROM: Planning Commission

SUBJECT: Planning Commission Recommendation on Zoning Text Amendment Application TXT2019-00254

At its meetings on June 12, 2019 and July 10, 2019 the Planning Commission reviewed and discussed Text Amendment Application TXT2019-00254. At the June 12th meeting, the Commission received a presentation from Planning and Zoning Division staff. After discussion and deliberation on the proposed revisions, it was determined that additional information was needed before a recommendation could be made. Specifically, several members needed information on the effects of this text amendment and the related Zoning Text Amendment TXT2019-00255, which addresses new accessory apartments and accessory dwelling units (ADUs) on single family residential lots.

At the July 10th meeting, the Commission received a presentation from staff, which included an overview of the Text Amendment for accessory apartments and accessory dwelling units (ADUs). Staff also recommended a modification to Section 25.13.08 - Accessories, as it relates to new accessory buildings in the MXT Zone located within a historic district. Staff recommended including language that defines what "new," means, as well as include a new subsection c, that will include a “grandfather” provision, with similar language that is being proposed in Section 2(c) for residential accessory buildings.

At the conclusion of staff’s presentation of the text amendment, Commission members raised a number of questions and concerns regarding the subject text amendment, which included but was not limited to the following: 1) clarification regarding historic accessory buildings being exempt from the lot coverage limitations; 2) concerns with the intent of “Contrary to the Public Interest,” and what that would mean on a case by case basis; and 3) regulating height via stories rather than by feet.

The Commission also raised a number of questions and concerns regarding the accessory apartments and accessory dwelling units (ADUs) text amendment (TXT2019-00255), including: 1) enforcement; 2) external issues such as parking; 3) potential school capacity issues; 3)
exploring mobile/temporary accessory dwelling unit options; 4) potential animal control issues; 5) use of the word "low cost housing;" and 6) rental rates in the Rockville. Staff noted that these issues would be reviewed and discussed further with the text amendment for accessory apartments and accessory dwelling units (ADUs).

After discussion and deliberation on the proposed revisions, the Planning Commission voted 5-1-1, with Commissioner Littlefield abstaining, to recommend approval of the proposed amendments to the text amendment including the edits to the MXT Zone.

With these comments included, on a motion by Commissioner Tyner, seconded by Commissioner Wood, with Commissioners Tyner, Hadley, Sherman, Miller and Wood voting in favor of the motion, Commissioner Littlefield abstaining, and Commissioner Goodman opposing, the Commission recommends approval of Text Amendment TXT2019-00254 with the additional recommendations set forth in this transmittal.

/nrw
cc: Planning Commission
    Jim Wasilak, Zoning and Development Manager
    Deane Mellander, Planning Supervisor
Dear Madame Clerk,

Please include the following clarification with the prior correspondence below.

The correspondence below was necessarily written quickly between the posting of the latest meeting agenda and timely submission the business day before the subject meeting. It is not a fully vetted position of Peerless Rockville, regardless of appearing over my signature as an officer therein. Therefore, you should consider it the opinion of one knowledgeable citizen.

Thank you,
David Hill

------------ Original Message 3
Subject: re TXT2019-00254, Accessory Structures
From: "David Hill" <DavidHill@tigger2.us>
Date: Fri, September 13, 2019 2:28 pm
To: mayorcouncil@rockvillemd.gov
Cc: "Nancy Pickard" <director@peerlessrockville.org>,
cityclerk@rockvillemd.gov

Dear Mayor and Council,

Regarding the TXT2019-00254 (Accessory Structures) item on your Sept. 16 meeting agenda, I offer a couple points below. Please note that difficulties related to the Luckett House accessory structure application have only solidified since your July public hearing on this subject, which why some of these points only being raised now.

- The change here that matches the MXT zones to underlying residential equivalent, guts accessory structure limits in the Historic District Zone Overlay. You might want to rethink that explicitly. The switch to parcel area coverage has entangling effect too with that overlay zone. If inclined to continue in this direction, I strongly urge you to make parallel changes to the Historic District Overlay Zone. Otherwise you write two "gotchas" into the zoning code, whence someone reading that portion separately, because that is their focus, will not locate the exemption for MXT properties nor different area calculation, from those constraints. I suggest to you, the MXT areas in the Historic Zones are the most susceptible to near term development pressure.
- I question why this was brought forward when it was and is receiving fast track attention. The most significant change, as social policy, is to the RDU arm of accessory land use, not the structures part. I fear these changes and timing are happening as follow-on to the Luckett House recent application and an asserted legal mistake made by the PC and legal staff there. Thus, impetus here may shade to be cover-up for that mistake (especially related to the MXT exemption), rather than wholesome community merits.
- I remind you that the M&C lately used infill constraints in the Historic District Overlay and related Master Planning to deny the Chestnut Lodge townhouse application. That path was not even brought forward in the Luckett House application by legal instruction. Is this a worthwhile land use mechanism? And if so, will staff follow-through on its applicability? The latest answer to that appears to be no. Staff replaced their judgement on this for denotation in the written ordinance and causing subterfuge to open discussion/consideration of this by deciding bodies (in
latest instance). Now they recommend you change this in ordinance. Please apply critical thinking on that, this is not all positives, as presented in staff examples, to impacts in the Historic District.

- These changes will shift much of accessory structure processing to staff judgment, lessening public transparency and input. Is that good? Are you aware the City is now under an Open Meetings Act complaint on this very topic of an accessory structure application? The Open Meetings Act Board is awaiting a response from the City (deadline Oct. 3) and then obligated to issue their opinion in next 30 days. I suggest you might want to hear that opinion, especially as it is germane to recent applicability of this ordinance topic, before moving swiftly to make changes. This does not look above board for the City, among those paying attention.

- Lastly, the staff report neglects to mention a point raised in the pre-submission public meeting. That is the illogic on the percentage sliding scale regarding zoning parcel size to allowed structure size. That scale is inverse, whereby larger parcels have smaller percentage accessory coverage limits. Does that make sense? Rather, larger parcels likely have greater (not lesser) potential for accessory structure implementation, without grievous impact. By recommended logic, areas of greater density (higher density residential zones) will be subject to greater proportional impact of accessory structure size. While larger parcels will enjoy greater proportional protection from impact. That smacks of socio-economic elitism. I advise this scale should be flat (thus rises proportionally as more space available on larger parcels), or perhaps even the reverse of that recommended (resembling progressive taxation). Please prompt staff to enunciate their rationale for this illogic.

Thank you for your attention and consideration.

Sincerely,
David Hill
Pres., Peerless Rockville
733 Beall Ave.

Cc City Clerk
   Nancy Pickard, Exec. Dir., Peerless Rockville
September 16, 2019

SUBJECT: ZTA 254 Zoning Text Amendment re: Accessory Buildings in Residential Zones

Dear Mayor Newton and Members of the Council:

Last Wednesday, September 11, 2019, was the first time that citizens became aware that your discussions and deliberations on ZTA 254 would be held this evening. In reviewing the staff report, I have learned that there are new proposed revisions to the ZTA based on recommendations from the Planning Commission. These were not available to the public at the time of the Public Hearing of the Mayor and Council on July 15th.

The issues of accessory buildings in residential zones is of critical importance to our West End neighborhood. Given the fact that the new revisions were not available until a few days ago, residents have not had the opportunity to fully understand them and provide you with their issues and concerns. Further, since the public hearing was conducted during the summer, residents have not had sufficient time to fully understand the impact of ZTA 254 to themselves and the neighborhood as a whole.

In conversations with other neighbors and officers, I am particularly concerned that ZTA 254 does not provide adequate protections for residential historic properties. The ZTA had an exemption for historic accessory buildings, that was revised subsequent to the Public Hearing on July 15th. For historic properties, the ZTA exemption eliminates historic accessory buildings from calculation of maximum lot coverage. While I believe most residents would support grandfathering existing historic accessory buildings, it is unlikely that they would support eliminating a standard that would potentially allow for overburdening historic properties with more accessory buildings than would be allowed on a comparable residential lot.

Accordingly, I strongly recommend that you allow further public input on accessory buildings in residential zones prior to making a final decision.

Thank you very much for your consideration.

Brian Shipley
President
West End Citizen's Association
Sara Taylor-Ferrell

From: Brian Shipley <shipley.brian@gmail.com>
Sent: Monday, September 16, 2019 4:08 PM
To: mayorcouncil
Cc: Noreen Steed Bryan; jane.m.pontius@gmail.com; Jen Timmick; Larry Giammo; Donna Sprague; dennis.cain
Subject: Critical Information for M&C Deliberations RE ZTA-254
Attachments: ZTA-254 Letter to M&C.pdf

Mayor and Council —

Please accept the attached and consider as you deliberate on ZTA-254 as this evening’s M&C meeting.

r/
Brian Shipley
President
West End Citizen’s Association

Brian
1. Problem: Text Amendment TXT2019-00254 remains excessively broad. My 15 July 2019 comments were not incorporated. I do not consent to TXT2019-00254. City Code applies force of law. City Code limits residential buildings thereby people's lives too. You treat and write about person's diversity and differences saying "What makes us different makes us great. We respect all these differences..." Likewise as you amend accessory building city code, exercise an abundance of equity, fairness, and respect differences among buildings. These buildings merely are a reflection and extension of people. Strive for latitude for variation, within a broad equitable system.

2. Cumulative accessory building footprint limits should be removed from TXT2019-00254 under 25.09.03.a.2.(b). Cumulative limits are already elsewhere in Code 25.10.05.a Table of Development Standards (Packet page 149), which are reasonable and unchanged. UNFAIR AND INEQUITABLE with lot coverage for Landowner B as HALF of Landowner A.

<table>
<thead>
<tr>
<th>Lot Coverage</th>
<th>Square feet</th>
<th>%</th>
<th>Height (feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landowner A 9000 lot area X 0.35 max coverage =</td>
<td>3150</td>
<td>35</td>
<td>35</td>
</tr>
<tr>
<td>Landowner B 1000 main building + 600 accessory building =</td>
<td>1600</td>
<td>18</td>
<td>20 and 12</td>
</tr>
<tr>
<td>&quot;Penalty&quot; 3150-1600=1550. Equivalent to 1550/3150= 49% &quot;Penalty&quot; is HALF of a lot's buildable area, for the accessory building.</td>
<td>35-12= 23</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Excessive. Inequitable*. Discriminatory against persons who start small and persons who want a smaller main building in order to have a moderate accessory building. Contradicts Rockville's Critical Success Factors*, Diversity in housing**.

3. Please reflect on attached Rockville's Critical Success Factors excerpts: Processes that are administered equitably*... Diverse neighborhoods... Diversity in housing**... Housing opportunities for diverse populations. And Diversity, Inclusion and Engagement: Our city includes people of all races, ancestries, languages, gender identities, sexual orientation, ages, abilities and education and income levels. What makes us different makes us great. We respect all these differences and believe they make our city stronger. Rockville celebrates and supports all the people who live here through community support and quality services.

Public Testimony, Packet Page 113

<table>
<thead>
<tr>
<th>Quote</th>
<th>My Adjustments (deletions, additions) and Responses (In Italics)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Allow for accessory buildings to have a minimum height of 15 feet and a maximum height of 20 feet with a setback of 3 feet from the property line.</td>
<td>1. Allow for accessory buildings to have a minimum height of 15 feet and a maximum height of 20 feet with a setback of 3 feet from the property line. While this latitude would be nice, my comments are on packet page 147. Shorter accessory buildings should be allowed (not disallowed).</td>
</tr>
<tr>
<td>2. Allow for a height waiver with no findings, or a maximum height limit set if approved by the Board of Appeals.</td>
<td>2. Allow for a height waiver with no findings, or a maximum height limit set if approved granted by the Board of Appeals.</td>
</tr>
<tr>
<td>3. Eliminate the &quot;cumulative&quot; accessory buildings requirement and reinstate the &quot;singular&quot; accessory building requirement.</td>
<td>3. Eliminate the &quot;cumulative&quot; accessory buildings footprint requirement. and Reinstall the pre 2009 ordinance 29-09 &quot;singular&quot; accessory building footprint requirement under 25.09.03.a.2.(b). Retain 25.10.05.a. Table of Development Standards.</td>
</tr>
</tbody>
</table>
4. Allow the lot coverage for the main dwelling plus all accessory buildings to equal the total lot coverage allowed on the lot, with no limit on the size of the accessory building lot coverage.

4. Allow the lot coverage for the main dwelling plus all accessory buildings to equal the total lot coverage allowed on the lot, with no limit on the size of the accessory building lot coverage. Retain 25.10.05.a. Table of Development Standards.

5. Allow for accessory buildings to be equal to or greater in height and/or floor area than the main building for owners who desire the accessory building to be larger than the main dwelling.

This point is exaggerated. Where this really applies is in rare cases where main building is shorter or smaller footprint than in 25.09.03 accessory building limits.

6. Allow for the connection of the main dwelling and accessory buildings to continue without limitation, because this is not out of character for Rockville neighborhoods.

6. Allow for the connection of the main dwelling and accessory buildings to continue without limitation, because this is not out of character for Rockville neighborhoods.

The testimony, in summary, could make accessory buildings equal to or larger than the main dwelling, which is not consistent with the intent of the Zoning Ordinance to define accessory buildings as subordinate to the main dwelling.

This point is exaggerated. An accessory building equal to or larger than the main dwelling would be a rare occurrence for a case where main building is shorter or smaller footprint than in 25.09.03 accessory building limits. I strive to lessen, not eliminate, accessory building footprint limitations under 25.09.03.a.2.(b), while retaining 25.10.05.a. Table of Development Standards. Greater latitude in proportioning between main and accessory buildings is needed.

Staff met with Mr. Roberson to discuss his concerns.

I appreciate the 26 July 2019 meeting attended by Ms. Nicole Walters, Deane Mellander, and Jim Wasilik who had to step away for another duty. Respectfully, "discuss" is exaggerated. I received some general understanding, and thank you. I did not receive specific responses with associated basis.

I struggle to pull out Rockville's response and associated basis, to my comments.

Paraphrasing Ms. Nicole Walters, from 26 July 2019 meeting:
We are not prepared to respond to you today, and our response will be the staff report provided on 12 or 13 Sept.

Ms. Walters mailed it to me on 12 Sept. Thank you. I received it on 13 Sept.

I am happy to meet with Mayor, Councilmembers, Nicole Walters, Deane Mellander, and Jim Wasilik, as applicable to achieve a fair and equitable TXT2019-00254.
4. I formally request a formal Mayor and Council vote upon the question: is TXT2019-00254 treating Landowner B fairly in comparison with Landowner A?


6. See the papers I handed you and packet pages 147-148. Considering your vote, what is your response to me?

My markup of packet page 113 is attached. Friday 13 Sep 2019 was my first reading of the report. Indicators of excessive accessory building limitations: public feedback, Board of Appeals approved variances, and breezeways were constructed because Rockville accessory building code is excessive. Breezeways and accessory buildings are not out of character for Rockville neighborhoods. Numerous breezeways are in Rockville. The 2009 Ordinance 29-09 changed from “accessory building” singular to “accessory buildings” plural thereby limiting the sum of all accessory building areas to the small percentages listed, via adding a single letter. Before 29-09, the limit applied to accessory buildings individually, not to the sum for all accessory buildings.
b. New accessory buildings in the MXT Zone constructed after [date of adoption] and located within a historic district are subject to the provisions of:
   1. Section 25.09.03.a.2(a); and
   2. Section 25.09.03.02(b), with the applicable cumulative building footprint being based on the zone with the largest minimum lot area that does not exceed the existing lot area of the property where the accessory building is located.

c. Accessory buildings and structures that were constructed in conformance with the standards in effect at the time they were erected are considered conforming and may be modified, repaired or replaced so long as they conform to the standards under which they were built, except they must maintain a minimum setback of three (3) feet from any property line.

Public Testimony (See Attachment C)

The written and oral testimony submitted by Mr. Scott Roberson at the public hearing requests a number of changes be made to the proposed text amendment:

1. Allow for accessory buildings to have a minimum height of 15 feet and a maximum height of 20 feet with a setback of 3 feet from the property line. The written and oral testimony submitted by Mr. Scott Roberson at the public hearing requests a number of changes be made to the proposed text amendment:

2. Allow for a height waiver with no findings, or a maximum height limit set if approved by the Board of Appeals. The written and oral testimony submitted by Mr. Scott Roberson at the public hearing requests a number of changes be made to the proposed text amendment:

3. Eliminate the "cumulative" accessory buildings requirement and reinstate the "singular" accessory building requirement. The written and oral testimony submitted by Mr. Scott Roberson at the public hearing requests a number of changes be made to the proposed text amendment:

4. Allow the lot coverage for the main dwelling plus all accessory buildings to equal the total lot coverage allowed on the lot, with no limit on the size of the accessory building lot coverage. The written and oral testimony submitted by Mr. Scott Roberson at the public hearing requests a number of changes be made to the proposed text amendment:

5. Allow for accessory buildings to be equal to or greater in height and/or floor area than the main building for owners who desire the accessory building to be larger than the main dwelling. The written and oral testimony submitted by Mr. Scott Roberson at the public hearing requests a number of changes be made to the proposed text amendment:

6. Allow for the connection of the main dwelling and accessory buildings to continue without limitation, because this is not out of character for Rockville neighborhoods. The written and oral testimony submitted by Mr. Scott Roberson at the public hearing requests a number of changes be made to the proposed text amendment:

The testimony, in summary, could make accessory buildings equal to or larger than the main dwelling, which is not consistent with the intent of the Zoning Ordinance to define accessory buildings as subordinate to the main dwelling.

Sec. 25.09.03 - Accessory Buildings and Structures

a. Residential Accessory Buildings and Structures

1. Residential accessory buildings and structures are subject to the following development standards:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Minimum Setback Requirements</th>
<th>Maximum Rear Yard Building Coverage</th>
<th>Maximum Height at Minimum Setback Not to Exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-400</td>
<td>All accessory buildings must be located in the rear</td>
<td>15%</td>
<td>12'</td>
</tr>
<tr>
<td>R-200</td>
<td>25'</td>
<td>25%</td>
<td>12'</td>
</tr>
<tr>
<td>R-150</td>
<td>30'</td>
<td>15%</td>
<td>12'</td>
</tr>
<tr>
<td>R-90</td>
<td>20'</td>
<td>25%</td>
<td>12'</td>
</tr>
<tr>
<td>R-75</td>
<td>20.09.03(a.2g)</td>
<td>25%</td>
<td>12'</td>
</tr>
<tr>
<td>R-60</td>
<td>20'</td>
<td>25%</td>
<td>12'</td>
</tr>
</tbody>
</table>

1The height of an accessory building or structure is measured from the finished grade at the front of the building to the highest point of the roof. Additional height may be allowed in conformance with Section 25.09.03.a.2(a), below.

2. Residential accessory buildings are subject to the following additional provisions:

(a) Accessory Buildings and Structures Greater than 12' High - Accessory buildings and structures that exceed 12 feet in height must be set back from all lot lines an additional three (3) feet for each additional foot (or any portion thereof) of building height up to the maximum allowable height of 15 feet.

(b) Gross Floor Area – The gross floor area of any detached accessory buildings must not exceed ten percent of the minimum lot area in the R-40 and R-60 Zones, nine percent of the minimum lot area in the R-75 Zone, and eight percent of the minimum lot area in the R-90 Zone. No single accessory building can have a gross floor area greater than 500 square feet.
‘Critical Success Factors’
to Achieving Mayor and Council Vision

In early 2016, the Mayor and Council set their vision and goals for the term that ends in November 2019. Mayor Bridget Donnell Newton and Councilmembers Beryl L. Feinberg, Virginia D. Onley, Julie Palackovich Carr and Mark Pierczala reaffirmed, with some revisions, eight “critical success factors,” which were first identified in January 2014, representing what the City will look like when the Mayor and Council achieve their shared vision.

**EFFICIENT AND EFFECTIVE CITY SERVICE DELIVERY**
Rockville is known for exceptional, personalized service delivery to residents and businesses, characterized by efficient, well documented processes that are administered equitably by a committed workforce of employees with a “can-do” attitude. The Mayor and Council, together with Senior Management, work well together as they govern the community. The City has talented leadership that ensures the City government is moving in the right direction.

**GOOD GOVERNANCE**
The Rockville Mayor and Council work well together to make decisions for the betterment of the City, and the City enjoys excellent relationships with Montgomery County, Montgomery College, Montgomery County Public Schools, the State of Maryland and other governmental entities. Rockville residents are engaged with the community, actively volunteer for boards and commissions and turn out the vote in City elections.

**SAFE AND LIVABLE NEIGHBORHOODS**
Rockville is a community of safe, diverse neighborhoods with well-kept homes and vital neighborhood centers. This is accomplished by the City’s commitment to public and pedestrian safety, diversity in housing, support for high quality education and well-maintained infrastructure and by providing City services that address the needs of all constituencies.

**FISCAL RESPONSIBLE**
The City of Rockville has a track record of fiscal stability evidenced by exemplary bond ratings, appropriate reserve planning, and well thought out and researched capital and operating plans.

**PLANNING AND PRESERVATION**
Honoring its history, the City strives to protect the integrity of each neighborhood and ensure the quality of life for its residents. Rockville is the epito-
1. Problem: Text Amendment TXT2019-00254 remains excessively limiting and unfair. My 15 July and 16 September 2019 comments were not incorporated. I do not consent to TXT2019-00254. City Code applies force of law. City Code limits residential buildings thereby people’s lives too. You treat and write about person’s diversity and differences saying “What makes us different makes us great. We respect all these differences...” Likewise as you amend accessory building city code, exercise an abundance of equity, fairness, and respect differences among buildings. These buildings merely are a reflection and extension of people. Strive for latitude for variation, within a broad equitable system.

2. Cumulative accessory building footprint limits should be removed from TXT2019-00254 under 25.09.03.a.2.(b). Cumulative limits are already elsewhere in Code 25.10.05.a Table of Development Standards, which are reasonable and unchanged.

UNFAIR AND INEQUITABLE with lot coverage for Landowner B as HALF of Landowner A.

<table>
<thead>
<tr>
<th>Comparison of Landowners A and B for a R-60 lot of 9,000 square feet shows TXT2019-00254 is a process administered INequitably*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lot Coverage</strong></td>
</tr>
<tr>
<td>Landowner A 9000 lot area X 0.35 max coverage =</td>
</tr>
<tr>
<td>Landowner B 1000 main building + 600 accessory building =</td>
</tr>
<tr>
<td><strong>&quot;Penalty&quot;</strong> 3150-1600=1550. Equivalent to 1550/3150= 49% &quot;Penalty&quot; is HALF of a lot's buildable area, for the accessory building.</td>
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</tbody>
</table>

Excessive. Inequitable*. Discriminatory against persons who start small and persons who want a smaller main building in order to have a moderate accessory building. Contradicts Rockville’s Critical Success Factors* “…processes that are administered equitably...Diverse neighborhoods... Diversity in housing**... Housing opportunities for diverse populations....”. And Diversity, Inclusion and Engagement: “What makes us different makes us great. We respect all these differences and believe they make our city stronger.”

3. Primary comment: Eliminate the “cumulative” accessory buildings footprint requirement. Reinstate the pre 2009 ordinance 29-09 “singular” accessory building footprint requirement under 25.09.03.a.2.(b). Retain 25.10.05.a. Table of Development Standards.

4. I formally request a formal Mayor and Council vote right now to answer the question:

Is TXT2019-00254 treating Landowner B fairly in comparison with Landowner A?

5. Solution: Modify TXT2019-00254 per attached markup.

6. See the papers I handed you. Considering your vote, what is your response to me?

EXHIBIT NO. 1
TXT2019-00254 Chapter 5
PH: JULY 15, 2019
Ordinance No. __________

***

SECTION 2. Amend Article 9, “Accessory Uses; Accessory Buildings and Structures; Encroachments; Temporary Uses; Home-Based Business Enterprises; Wireless Communication Facilities” as follows:

25.09.02 – Accessory Structures

Requirements – Accessory structures must be customarily associated with and clearly incidental and subordinate to a legally established principal structure. Such structures cannot be attached to the main building by any part of a common wall or common roof except as set forth in Section 25.09.03.a.2(i). Uses within accessory structures must comply with the applicable provisions of Section 25.09.01, above.

25.09.03 – Accessory Buildings and Structures

a. Residential Accessory Buildings and Structures

1. Residential accessory buildings and structures are subject to the following development standards:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Minimum Setback Requirements</th>
<th>Maximum Rear Yard Building Coverage</th>
<th>Maximum Height at Minimum Setback Not to Exceed¹ (see subsection 2(a) below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-400</td>
<td>30’ 3’ 3’</td>
<td>15%</td>
<td>15’</td>
</tr>
<tr>
<td>R-200</td>
<td>25’ 3’ 3’</td>
<td>15%</td>
<td>15’</td>
</tr>
<tr>
<td>R-150</td>
<td>30’ 3’ 3’</td>
<td>35%</td>
<td>15’</td>
</tr>
<tr>
<td>R-90</td>
<td>20’ 3’ 3’ 3’</td>
<td>25%</td>
<td>15’</td>
</tr>
<tr>
<td>R-75</td>
<td>20’ 3’ 3’</td>
<td>25%</td>
<td>15’</td>
</tr>
<tr>
<td>R-60</td>
<td>20’ 3’ 3’</td>
<td>25%</td>
<td>15’</td>
</tr>
<tr>
<td>R-60 (Qualifying Undersized Lot)</td>
<td>20’ 3’ 3’</td>
<td>25%</td>
<td>15’</td>
</tr>
</tbody>
</table>

¹ The height of an accessory building or structure is measured from the finished grade at the front of the building to the highest mid-point of the a gable, hip or mansard roof. Additional height may be allowed in conformance with Section 25.09.03.a.2(e), below.
2. Residential accessory buildings are limited to one story and are subject to the following additional provisions:

(a) **Accessory Buildings and Structures Greater than 2' High** - Accessory buildings and structures that exceed 2 feet in height must be set back from all lot lines an additional three feet for each additional foot (or any portion thereof) of building height up to the maximum allowable height of 15 feet. Accessory buildings may exceed 15 feet in height, up to a maximum of 20 feet if granted a waiver by the Board of Appeals. The Board of Appeals must find that the proposed accessory building is consistent with the architectural style and predominant architectural features of the main building and is compatible in scale and placement with adjacent properties and the immediate neighborhood.

(b) **Building Footprint Gross Floor Area** - The gross floor area cumulative building footprint of any accessory building must not exceed ten percent of the minimum lot area in the R-40 and R-60 Zones; nine percent of the minimum lot area in the R-75 Zone; and eight percent of the minimum lot area in the R-90 Zone; and six percent of the minimum lot area in the R-150 Zone. In the R-200 and R-400 Zones, the cumulative building footprint of all accessory buildings must not exceed can have a gross floor area building footprint greater than 500-1,000 square feet.

(c) In no event can accessory buildings collectively occupy more than 25 percent of the rear yard.

(d) Accessory buildings and structures that were constructed in conformance with the standards in effect at the time they were erected are considered conforming and may be modified, repaired, or replaced so long as they conform to the standards under which they were built except that they must maintain a minimum setback of three (3) feet from any property line.

(e) **Historic Accessory Buildings**

(i) Historic Contributing accessory buildings, located in a Historic District Zone are exempt from the calculation of rear yard coverage per subject to the provisions of Section 25.08.06.c.

(ii) For properties that include contributing accessory buildings, the maximum cumulative building footprint for accessory buildings may be increased by up to 20% if granted a waiver by the Board of Appeals. The waiver may be granted if it is demonstrated that (1) the proposed accessory building will not have a negative impact on environmental features on the property, including significant trees; and (2) the proposed accessory building is compatible in
Mayor and Council of Rockville
11 Maryland Avenue
Rockville, Maryland 20850

October 7, 2019

Dear Mayor and Council,

I speak to you today on behalf of Peerless Rockville, Historic Preservation in regards to Zoning Text Amendment TXT2019-00254. While generally supportive of easing requirements on accessory structures throughout the city and zoning review in anticipation of potential accessory dwelling units, Peerless has some concerns about the cumulative effect of the changes as proposed in the text amendment. We urge caution in your considerations this evening - of particular concern is the impact these changes may have on designated historic properties, entire historic districts, near historic properties and mid-century neighborhoods comprised of smaller homes with smaller footprints.

The text amendment lacks significant protections against single structures that - if proliferated - may have a significant and disproportionate impact on character-defining aspects of our older neighborhoods and historic structures including those zoned other than residential. That this amendment introduces changes such as, second stories and larger gross floor areas, in advance of the pending accessory dwelling unit amendment should be clear and transparent. Items of most concern are the ability to add a full second story, via waiver, and the combined result of changing the calculation of size from gross floor area to building footprint, with the elimination of a maximum square footage of gross floor area. In reviewing the proposed amendments we ask you to consider the cumulative effects, the potential for further study and possible standards and design guidelines that could be adopted to protect property rights of adjoining property owners and the historic character of Rockville’s neighborhoods. Please accept the following comments and suggestions from Peerless Rockville on changes proposed in the text amendment as well as the attached document that breakdown the size of a random sampling of homes in four of Rockville’s early and mid-20th century communities.
Subsection 1: Residential accessory building and structures development standards table

Delete the rear lot coverage limitation for accessory buildings

Peerless Rockville cautions against the deletion of a rear lot coverage maximum and supports the current staff recommendation to limit accessory buildings to 25% maximum rear lot coverage.

Modify how the height of accessory buildings is measured.

Peerless supports the change to height measured at the midpoint of the gable and believes the city should seek consistency with how the primary buildings are measured. However with this change we:

Recommend that regulations or guidelines be developed to ensure a degree of conformity between rooflines of new and enlarged accessory structures and the existing architectural style and pitch of the primary structure and surrounding properties.

Subsection 2: Residential accessory buildings

Delete the limitation on stories

Peerless suggests the Mayor and Council use caution or revisit this point in coordination with the ADU amendment. While Peerless generally supports an additional ½ story within a 15 foot structure. The change to full second story dwelling should be considered in tandem with ADU zoning and the development of applicable guidelines.

Subsection 2(a): Accessory buildings and structures greater than 12' High

Modify the additional setback required for accessory buildings taller than 12 feet

Peerless is supportive of the change to a 2:1 setback ratio for structures taller than 12 feet

Increase the potential height of accessory buildings up to 20 feet.

As noted earlier - the Board asks the Mayor and Council to hold on the waiver for additional height to 20 feet and full second story until pending text amendment TXT2019-00255 to allow time for additional guidelines and such to be determined.

Subsection 2 (b): Gross Floor Area

Modify the size limitation standard from gross floor area to footprint

Peerless also urges caution with this modification as it allows for a footprint of full size plus an additional ¼ or full story. In effect, it grants accessory structures that could have double, triple, or more overall square footage than the current 500 square foot maximum area.

Modify the limitation on building footprint
We support the 10% limitation, but again caution against the elimination of the 500 square foot maximum without replacing it with a policy that limits the overall size as compared to the primary structure.

Recommend: Adding a statement similar to the one noted in DC that states – Accessory structures must be subordinate to and secondary in size to main buildings. (Staff Report packet pg. 40)

Subsection 2(c): In no event can accessory buildings collectively occupy more than 25 percent of the rear yard

Eliminate the rear yard coverage limitation

Peerless opposes the elimination of rear lot coverage limitation. We support the current staff recommendation to limit rear yard coverage to 25% maximum.

Reinstate the “grandfather” provision

Peerless supports the “grandfather” provision, with the caveat that guidelines be established for Historic District Commission and Planning Staff review of demolitions and replacement of historic structures.

Subsection (d) Historic District Building

Clarify the status of historic accessory buildings

Peerless opposes the earlier proposed exemption of historic accessory buildings from the calculation of maximum lot coverage. We note concern for the gradual diminishing of protections afforded by Historic designation and Historic District zoning, which has been put in place to protect against changes and overdevelopment, not make it easier. We strongly recommend crafting and adding development standards to Historic District overlay zones. Peerless does support the current staff recommendation allowing a 10% waiver, if partnered with clear guidelines for Historic District Commission and Board of Appeals.

Subsection (g) Connection to Main Building

New regulations on accessory buildings connected to main structure with a breezeway

We support this regulation on buildings connected to main structures with a breezeway.

25.10.05 Development Standards

Subsection b.1, Maximum lot coverage, inclusion of accessory buildings:
I reiterate Peerless' objection to the earlier exemption for existing historic accessory buildings. We support the 10% waiver and support guidelines to better protect historic districts and historic resources zoned other than residential.

Section 25.13.08 – Accessories

Peerless strongly supports new standards for accessory buildings in HD zones and the recognition of HD as supplemental zoning that provides additional protections for historic buildings and the character of the property. The HDC and Planning Commission need solid criteria and standards for MXT and HD zones.

Sincerely,

Nancy Pickard
Executive Director
<table>
<thead>
<tr>
<th>Home Size Lot Size</th>
<th>Lot Size</th>
<th>Holland Rd.</th>
<th>Figueroa Vill ago</th>
<th>Garfield Drive</th>
<th>Jefferson Ave</th>
<th>Lincoln Ave</th>
<th>Lincoln Plaza</th>
<th>Rockwood S immons</th>
<th>Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.60</td>
<td>R-60</td>
<td></td>
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</tbody>
</table>

**House and lot sizes for four early and mid-century neighborhood (square foot) according to SPAT data to 10/7/2019**

Attachment 9.d: TXT2019-00254 Public written comment (4239: Introduction and Possible Adoption of an Ordinance to Approve Text)
In prior written submission, that contributed to the D&I deferral leading to this additional hearing, I made five points:

1. The prior wording of draft ordinance, was undermining the distinction and protection of land use in the Historic Districts. I recognize that staff seemed motivated to standardize property rights per residential density zones. Yet I propose that people owning property in the historic districts do indeed buy into cultural resources that are clearly identified as deserving a greater level of impact care, than general parcels. I note further that as a policy direction, the City seems moving away from that greater protection for historic districts, by administrative and attitudinal changes. Recognizing this shift, and rethinking it explicitly, is what I was referring to in my point, rather than standing-by while it happens or accelerating into it with perhaps differently intentioned changes that still have effects. For example, changes in staff draft that excepted existing structures the historic district and then allowed same density atop, can make historic district parcels MORE vulnerable, than general parcels, not less. In discussion with staff since last session, we at least agreed to compromise of restricting this effect to historically contributing structures, not all structures on a parcel. That’s like one in three possible steps in that direction. Progress, while I still prefer additional steps.

2. I questioned the relatively swift movement of this ordinance update and whether it had legs to a recent unfortunate accessory structure outcome, and whether an effort was afoot to justify that outcome by aligning code changes to it. I’ve heard since that getting something approved this term is major driving force. I’ve always been suspicious of that as motivation, because if really worthwhile toward
public good, that should be apparent to whomever sitting on the dais, at time of content maturity; not a property of specific individual politicians. And then seems apparent this was considered low hanging fruit toward accessory updates. Yet the socially important and likely more significant and controversial arm of this will be the residential dwelling unit arm [Mr. Pierschalla mentioned this last session in reference to the shelter agreement with the Co. and I wished at that time I was testifying in that session to connect those references.]

3. I reminded you that not so terribly long ago, the MC used the mechanism of the historic overlay zone and master planning description to turn down a notable dev. at Chestnut Lodge. And noted the inconsistency in late City case handling that mechanism is abandoned. That seemed to fit with criteria being so written here. So you might want to reflect on whether that is a worthwhile mechanism so tolerate its demise relevant to other building in the historic district.

4. I questioned that the prior draft shifted most approval decisions to staff, curtailing public input opportunity and consideration on such applications, and whether that was good. A compromise inserted here, since last session, is a return of public review process by way of BoA waivers. That is a good direction that has two instances likely hitting the most controversial aspects we can anticipate. But it could go further, for example to have a sliding scale threshold that much bigger proposed structures trigger greater input opening. All matters in the historic district should receive HDC certificate review, but maybe land use, not historic retention review might also apply.

(peek up primary structures is transmogrification issue)
5. My last point was something that still strikes me as illogical: there exists a sliding scale where larger properties have small percentage of allowed accessory structure size. That seems inconsistent with the foremost policy goal of better land use utilization in the residential zones, because that suggests the largest potential build areas end up with more stringent standard, while the smaller parcels are allowed larger percentage, therefore more relative impact. Staff has since answered that they seek some limit on the large parcels and they are repeating a commonality that arises with similar code outside Rockville. I still posit that the first effect seems to be troubling related to socio-economic alignment, while I have never found “what everyone else does” as too compelling a reason for Rockville not to exercise its zoning control thoroughly to its own ends.

I standby to respond to any questions you have.
Testimony from
West End Citizens Association (WECA)
Zoning Text Amendment (ZTA 254) for Accessory Buildings
7 October 2019

Good Evening, Madam Mayor and Members of the Council. My name is Brian Shipley and I live at 211 South Washington St. I am currently serving as the President of the West End Citizens Association (WECA) and I am speaking for the association this evening.

In changing the standards for accessory buildings, WECA is concerned to preserve the character of the neighborhood and our historic districts while allowing flexibility for property owners. Two provisions of the draft Zoning Text Amendment for Accessory Buildings are essential, namely, Maximum Rear Yard Building Coverage and Maximum Cumulative Footprint for Historic Residential Districts.

But first, I would like to thank City staff for working with us to address our concerns and provide detailed information. The opportunity for face-to-face discussion helped to clarify our understanding. We highly recommend this approach for the future.

Specifying **Maximum Rear Yard Building Coverage** is extremely important for the preservation of the character of our largely single-family residential neighborhood. As you know, the West End was built over more than a century with small clusters of streets added and developed in a piece-meal fashion. The result is a neighborhood that has many irregularly shaped lots that vary in size from little to large. For small lots, the requirement to place residences at a uniform distance from the street has resulted in small, sometimes very small, back yards. Establishing a Maximum Rear Yard Building Coverage standard is critically important. It will prevent small rear yards from becoming overburdened with accessory buildings, which would largely eliminate the green space in backyards for recreation, gardening and other uses. These backyards of trees and lawns are a defining characteristic of our neighborhood. Therefore, we strongly support inclusion of the table that defines Maximum Rear Yard Building Coverage by lot size and the provision that states that: "In no event can accessory buildings collectively occupy more than 25 percent of the rear yard."

The standards that establish **Maximum Cumulative Footprint for Historic Residential Districts** are equally important. Back yards of trees and lawns were the norm when most historic residences were built. Preserving the backyards is as essential as the residential structures themselves if the history of these districts is to be preserved. The provision in the revised draft that allows new accessory buildings, while setting a maximum cumulative building footprint, is the right compromise. It allows owners of historic residences to add new accessory buildings while preventing the loss of the back yards to too many accessory structures.

WECA strongly recommends that the provisions on Maximum Rear Yard Building Coverage and Maximum Cumulative Footprint for Historic Residential Districts be included in the Zoning Text Amendment. Thank you very much for your consideration.

EXHIBIT NO. 9
TXT2019-00254 Chapter 5
PH: JULY 15, 2019
Good evening Mayor and Council Members. I’m Brian Shipley, speaking to you tonight as the President of the West End Citizens Association regarding the proposed zoning text amendment for Accessory Buildings [TXT2019-00254].

This amendment proposes that backyard Accessory structures in the City could be two stories high (where they are restricted to one story under present zoning), and could be two and a half to three times larger, and one and a half times taller, than under current zoning. The amendment was filed in April 2019, and may soon be on the docket for your Discussion and Instruction to the Planning Department staff.

At the February monthly WECA meeting, after a robust discussion among our Executive Board and members of the West End community, a motion expressing the following concerning TXT2019-00254 on Accessory Buildings was unanimously approved:

- WECA opposes the new limits in the amendment for building sizes, heights and property line setbacks
- WECA supports increasing the allowable size of Accessory Buildings from the 500 square feet allowed today, to a maximum of
  - 600 square feet on an R-60 lot
  - 720 square feet on an R-90 lot
  - up to a maximum of 1,000 square feet for larger lots
- We support retaining the current height limit of 15 feet, measured to the roof gable peak, and one story only
- We do not support the amendment’s reduction of current property line setback requirements

I mention the unanimous nature of this vote against most of the proposed amendment to illustrate the strong consensus in the West End against increasing the height of, or substantially enlarging, Accessory Buildings. Since much of the neighborhood is composed of single story and one and a half story houses, residents are very concerned that two story Accessory Buildings, even if they are constrained to be no taller than the main house, would be too dominant and overwhelming.
This is consistent with feedback heard as WECA has spent the last four years updating its Neighborhood Plan. In responses to the neighborhood-wide survey and in public discussions, residents make it overwhelmingly clear that they want to preserve the green spaces and single-family residential zoning of the West End.

As I noted, we do support a limited size increase beyond the current 500 square feet to allow for comfortable-sized sheds or garages. We strongly oppose enlarging Accessory Buildings to the size proposed in the amendment - which could ultimately enable a detached second dwelling unit on single family lots\(^1\). This would minimize or eliminate back yards, make streets more congested and over-burdened with parked cars, and further incent the teardown of smaller, more affordable homes in the neighborhood. We urge you to reflect the same when you provide instruction about next steps on this amendment.

Since our neighborhood varies widely from large Victorian houses to small post-WWII houses, guidance, beyond zoning regulations, is needed to assure designs that enhance and preserve the neighborhood. This need is recognized as a recommendation calling for Design Guidelines in the Neighborhood Plan that will be coming to you later this year.

Thank you.

\(^1\) Separate Zoning Text Amendment TXT2019-00255, also filed in April 2019, proposes allowing occupancy of detached Accessory Dwelling Units.
From: Frank Liu <fliu888@hotmail.com>
Sent: Sunday, April 5, 2020 4:32 PM
To: mayorcouncil <mayorcouncil@rockvillemd.gov>
Subject: zoning amendment TXT2019-00254

The Honorable Mayor and City Council:

Thank you for your service. I am writing in regard to zoning amendment TXT2019-00254.

- I oppose the changes in zoning amendment TXT2019-00254 to accessory building height, total size, property line setback, and the allowance of two stories
- I support retaining the current accessory building height limit of 15 feet, measured to the roof gable peak, and one story only
- To allow for comfortably sized garages or sheds, I support increasing the allowable ground footprint of one-story backyard accessory buildings from the 500 square feet allowed today, to the maximums in the amendment of:
  o 600 square feet on an R-60 lot
  o 720 square feet on an R-90 lot
  o up to a maximum of 1,000 square feet for larger lots

Sincerely,

Frank Liu & Shu Zhang

309 Misty Knoll Dr.

Rockville, MD 20850
From: Amy Brown <sf_brown@yahoo.com>
Sent: Sunday, April 5, 2020 5:01:20 PM
To: mayorcouncil <mayorcouncil@rockvillemd.gov>
Subject: Zoning amendment TXT2019-00254

I oppose the expanded accessory building total size and height allowances, and the reduced property line setback requirements, in zoning amendment TXT2019-00254.

Thank you,

Amy Brown
110 Evans Street
Rockville

Sent from Amy's iPhone
I oppose the changes in zoning amendment TXT2019-00254 to accessory building height, total size, property line setback, and the allowance of two stories.

I support retaining the current accessory building height limit of 15 feet, measured to the roof gable peak, and one story only.

To allow for comfortably sized garages or sheds, I support increasing the allowable ground footprint of one-story backyard accessory buildings from the 500 square feet allowed today, to the maximums in the amendment of:

- 600 square feet on an R-60 lot
- 720 square feet on an R-90 lot
- up to a maximum of 1,000 square feet for larger lots

Maxine Rozar

Lynn Manor Drive
I can’t believe I actually have to say this, but I oppose the expanded accessory building total size and height allowances, and the reduced property line setback requirements, in zoning amendment TXT2019-00254. This sounds like something a developer or one off home owner might like to have, but something that would be terrible for nearly every resident of Rockville... additionally, it sounds like something that a few rich people would enjoy, but would be out of reach for everyone else. Don’t change this zoning restriction. We’ve got enough problems dealing with ugly mega mansions popping up everywhere... let’s preserve as much outdoor space as possible. Thanks.

Sent from my iPhone
Dear Mayor and Council Members,

I oppose enlarging accessory buildings to two stories and the total size allowed by this amendment, and urge you to reflect the same when determining the next steps on amendment TXT2019-00254. Thank you.

Jane Karakashian

724 Carr Ave

Sent from my iPhone
From: Marina Korobov <redrussian97@gmail.com>
Sent: Sunday, April 5, 2020 10:45 PM
To: mayorcouncil <mayorcouncil@rockvillemd.gov>
Subject: oppose the changes in zoning amendment TXT2019-00254 to accessory building height, total size, property line setback, and the allowance of two stories

Greeting

I live in westend and as many in my community oppose the changes in zoning amendment TXT2019-00254 to accessory building height, total size, property line setback, and the allowance of two stories

- I support retaining the current accessory building height limit of 15 feet, measured to the roof gable peak, and one story only
- To allow for comfortably sized garages or sheds, we support increasing the allowable ground footprint of one-story backyard accessory buildings from the 500 square feet allowed today, to the maximums in the amendment of:
  - 600 square feet on an R-60 lot
  - 720 square feet on an R-90 lot
  - up to a maximum of 1,000 square feet for larger lots

Marina Korobov
Hello,

- I strongly oppose the changes in zoning amendment TXT2019-00254 to accessory building height, total size, property line setback, and the allowance of two stories.
- I support retaining the current accessory building height limit of 15 feet, measured to the roof gable peak, and one story only.
- To allow for comfortably sized garages or sheds, I support increasing the allowable ground footprint of one-story backyard accessory buildings from the 500 square feet allowed today, to the maximums in the amendment of:
  - 600 square feet on an R-60 lot
  - 720 square feet on an R-90 lot
  - up to a maximum of 1,000 square feet for larger lots.

I oppose enlarging accessory buildings to two stories and the total size allowed by the amendment, and urge you to reflect the same when determining the next steps on amendment TXT2019-00254.

Thank you,

Joanne Frysiak

325 Beall Avenue
From: J Lynch <plcinc@aol.com>  
Sent: Monday, April 6, 2020 7:45 AM  
To: mayorcouncil <mayorcouncil@rockvillemd.gov>  
Subject: Zoning

Please know that we are against the current plans to change/increase backyard building heights and locations.

Thank you for your attention to this matter.

Jo Ann & John Lynch
624 Smallwood Rd.
Rockville, MD 20850
508 Carr Ave.

Rockville, MD 20850-2110

April 6, 2020

Mayor Bridget Donnell Newton
Councilmember Monique Ashton
Councilmember Beryl L. Feinberg
Councilmember David Myles
Councilmember Mark Pierzchala

Dear Mayor and Council:

Harvey and I have lived at 508 Carr Ave. for 51 years. We agree with the WECA position, that we oppose the expanded accessory building total size and height allowances, and the reduced property line setback requirements, in zoning amendment TXT2019-00254.

Yours truly,

Harvey E. Strine

Cecelia Ann Strine
Dear Mayor and Council Members,

I am writing to indicate my strong support for the upcoming zoning amendments TXT2019-00254 & TXT2019-00255. Although I am a member of WECA, I disagree with its official position.

I believe this should be a step in eventually allowing the by-right development of 2-6 unit multifamily buildings on large lots currently zoned single family. This would enhance the vibrancy of downtown Rockville by increasing density adjacent to the infrastructure already in place to support it. It will also help advance Rockville toward its goal of being pedestrian friendly, green, and walkable.

I LOVE living in the West End and I want it to preserve its character and stay vibrant. Multifamily housing is not threat to our neighborhood's character.

Thank you for your leadership!

Warm regards,

Stacy Kaplowitz

719 Beall Avenue, Rockville, MD 20850
TO: Rockville Mayor and Council. Citizens Forum

I am writing to you in opposition to the proposed expanded accessory building total size and height allowances as well as to the reduced property line setback requirements in zoning amendment TXT 2019-00254. Please do not go forward with these proposed changes as they threaten the very character and livability of our may family-oriented neighborhoods throughout the City.

Thank you.

Jane Pontius
S. VanBuren St.
Rockville
Hello,

I am a homeowner in the West End of Rockville. I agree with the West End Citizens Association position on zoning amendment TXT2019-00254 as follows:

- We oppose the changes in zoning amendment TXT2019-00254 to accessory building height, total size, property line setback, and the allowance of two stories.
- We support retaining the current accessory building height limit of 15 feet, measured to the roof gable peak, and one story only.
- To allow for comfortably sized garages or sheds, we support increasing the allowable ground footprint of one-story backyard accessory buildings from the 500 square feet allowed today, to the maximums in the amendment of:
  - 600 square feet on an R-60 lot
  - 720 square feet on an R-90 lot
  - up to a maximum of 1,000 square feet for larger lots

Thank you.

sincerely,

Ilian Bandaranayake
Dear Mayor and Council,

As a homeowner in the West End of Rockville, I wish to note that WECA does not represent my thinking, nor does it represent the thinking of many other of my friends and acquaintances in the neighbourhood.

I enthusiastically endorse both current staff proposal for rentable living spaces within a house as described by WECA in this document, and a careful sequence of zoning modifications that would make it possible for West End homeowners to build accessory buildings that permit long-term rental residence.

Homeowners who have aging parents or young adults just starting their careers, for example, would greatly benefit from these zoning changes. As a long-term caregiver for my late mother, and as parent of three young adults, I would be eager to consider an accessory building that would permit them to join my wife and I in the West End.

Zoning laws are meant to carefully adapt to the changing needs of a community, and I invite you to respond to the many of us whose needs would be best served by these zoning modifications.

With kind regards,

Thomas Weko
From: Evan Herring <evanherring@yahoo.com>
Sent: Friday, April 10, 2020 7:34 AM
To: mayorcouncil <mayorcouncil@rockvillemd.gov>
Subject: Proposed Zoning Changes for Accessory Residential Buildings

Mayor and Council,

I oppose enlarging accessory buildings to two stories as well as the total size allowed by amendment TXT2019-00254.

I support retaining the current accessory building height limit of 15 feet, measured to the roof gable peak, and one story only.

I urge you to reflect this sentiment when determining the next steps on the amendment.

Thank you,
Evan Herring
From: Michael Dutka <ditko86@gmail.com>
Sent: Monday, April 13, 2020 8:44 PM
To: mayorcouncil <mayorcouncil@rockvillemd.gov>
Subject: Support for Zoning code amendment TXT2019-00255-Accessory Dwelling Units

Dear Mayor and Council,

I want to express my wholehearted support for Zoning Code Amendment TXT2019-00255 which pertains to permitting accessory dwelling units in our detached single family neighborhoods. I think this is a smart policy that would promote more affordable options for younger folks looking to live in Rockville. They can also help homeowners who are struggling to pay their mortgage afford to stay in place since rental income can be used to pay for mortgages. As the value of homes in our single family neighborhoods continues to rise we need to be looking at creative ways to make sure Rockville remains a welcoming place to more than just the very rich.

Michael Dutka
713 Shetland Street
Rockville MD 20851
Accessory Structures, Proposed Ordinance Changes
Written Testimony: David Hill, Feb. 2021

Regarding changes proposed to the Accessory Structures ordinance, a number of topics are in play at the same time, and perhaps best to consider each one. I evaluate these as:

1. Modifications to accommodate further rental unit approval in single family zones.
2. Technical measurements changes
3. Enhanced basis (increased sizes) for accessory structures
4. A change in allowance for historic properties

Expanding on each topic:

1. Regarding enlarging the accessory structure envelope to accommodate further rental units in accessory buildings, better public policy formation is making good local choice about whether to have such rental units first (either long term as ADUs or short term as temporary rental units). Otherwise, zoning makers are pre-supposing that change, by creating an attractive nuisance of space for it, contrary to intention to have it. If City representatives move forward on ADUs or temporary rentals, then related envelope changes to accessory structure ordinance logically follows. Under that condition, these recommendations are sound. If not that condition, these are unsound as logically preceding, not following.

2. The technical measurement portion generally makes sense as recommended by staff that deal with these. Things such as roof or base grade measurements are intended to be clearer and easier to administer or cover large sloping situations, which should be uncontroversial.

3. Regarding enhanced basis for accessory structures, I pose some doubts. First, what NEED arises (other than further rental unit changes mentioned above) for larger accessory structures? Has the appetite of the citizenry changed on this score? At core, this is intensification of property use, causing such as loss of verdancy or perviousness, or rising impact on adjoining properties. Second, why change the processing of accessory filings to conditional uses, rather than submission to the BoA. Is there something broken in BoA practice? That body exists to consider such one-off zoning ordinance entanglements and has served the City well generally. Third, I see illogic in the percentage scale of accessory structure to lot size proportion and arbitrariness in the 1000 sq. ft. limit. The proposed inverse relationship of a declining sliding scale of lot coverage to larger sized lots is upside down to me. A flat percentage scale consistently adjusts with lot size and achieves proportionality aimed at in other City zoning requirements. Property owners get equitable consideration, by only allowing bigger structures in ratio to parcels that are bigger to accommodate. Yet the scale here diminishes with size. While if any sliding is pragmatic, sliding up makes sense, since larger lots already have more spacing for residences, suggesting they have greater capacity to accommodate proportionally larger structures without proximity impacts that are endemic to smaller lots. I advocate for the simple flat percentage and have yet to hear a meaty explanation for this inverse sliding variation. It smacks of giving large lot owners greater zoning protection.
Accessory Structures, Proposed Ordinance Changes
Written Testimony: David Hill, Feb. 2021

4. On historic properties, change here may allow a new capacity distinct to historic properties for more accessory lot coverage. My guess is, this is well intentioned to reduce replacement pressure for historic accessory structures. However, I think it puts pressure on historic settings by perhaps objectionably allowing greater lot usage intensity on historic properties than suited to long term preservation of the historic assets. Historic property owners generally buy into that condition and its stipulations when they purchase properties (except for new owner-adverse historic designations; generally rare). This is a self-selective circumstance that may not warrant leeway to do something more later. The Historic District Commission administers those stipulations and I would tend to defer to that body regarding what makes sense for historic settings, then write a hard rule otherwise. Fundamentally, I do not follow why having a historic property correlates to an allowance to add more accessory intensity than other properties. If the on-site historic structures are inadequate to the new intentions, owners might have to live within the strictures they bought into for the continuity of the cultural resource they occupy. Preservation of those cultural resources is purpose of historic ordinances and community interest in the matter.

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1 There is ambiguity on change here. One piece of the posted proposed text changes is a difference, another piece seems to contradict. Which of these is controlling in final draft will determine whether these remarks remain relevant. Still as a conceptual basis for such zoning, I go ahead to mention. [Citations from draft changes dated 10-19-20, "Attachment to Application to the COR for Text Amendment to the Zoning Ordinance. Applicant M&C of Rockville": Item (p. 3) 25.09.03a.2d.i Historic Accessory Buildings has strike-out of "exemption from calculation" and refers to stds. in 25.08.06.c [HD Zone Exceptions, subject to HDC approval]. Vs. Item (p. 4) 25.10.05b.1 Dev. Stds. Max. Lot Coverage says ". . . historic accessory buildings located in a HD Zone are exempt from calculation."]

Packet Pg. 490
Subject
Introduction and Possible Adoption of an Ordinance to Amend Section 1-8, Entitled “Application of County Law,” of Chapter 1 of the Rockville City Code, Entitled “General Provisions,” to Allow Chapter 40, Real Property, Section 40-13B (Energy Performance Audits-Single Family Homes), Section 40-13C (Radon Test- Single Family Home), and Section 40-14 (Penalty for Violation of Article; Enforcement) of the Montgomery County Code to Apply in the City of Rockville

Recommendation
Staff recommends the Mayor and Council:

1. Receive a brief presentation from the Environmental Management Division on Montgomery County’s home energy disclosure and radon testing requirements during the sale of single-family attached and detached homes.
3. If the Mayor and Council wish to proceed with adoption of the ordinance at the same meeting, the ordinance should first be introduced and then a motion should be made to waive the layover period. If the motion to waive the layover period is approved by an affirmative vote of four or more members of the Mayor and Council, a motion to adopt the ordinance may then proceed.

Change in Law or Policy
The proposed amendment to Chapter 1 of the Rockville City Code (Attachment A) allows Montgomery County Code, Chapter 40-13B entitled "Energy Performance Audits-Single Family Homes", Chapter 40-13C entitled "Radon Test- Single Family Home", and Chapter 40-14 entitled Penalty for Violation of Article; Enforcement" to apply in the city. Attachment B includes the relevant excerpts from Chapter 40 of the Montgomery County Code.

The proposed amendment allows the City to opt into existing Montgomery County home energy disclosure and radon testing laws during the point of sale, as written, with education by Montgomery County Department of Environmental Protection, and administration and enforcement provided by the Montgomery County Office of Consumer Protection. For the City to opt in, the Mayor and Council must adopt these sections “as-is” for consistency with the County. The change is proposed to take effect on January 1, 2023, to allow for residents and businesses to transition and coincide with National Radon Action Month.
Discussion

The proposed amendment supports two actions requested by the Mayor and Council: 1) fulfills Action C:04 of the Climate Action Plan to opt into Montgomery County’s point of sale energy disclosure requirements; and 2) protects public health from radon in a manner consistent with Montgomery County. These changes provide prospective residents access to important home health and energy information when purchasing a home.

Chapter 40-13B. Energy Performance Audits- Single Family Homes

In 2008, the Montgomery County Council passed legislation (County Council Bill 31-07) requiring that home sellers provide an energy cost and consumption history, along with a County-approved list of information and financial resources, to assist in conducting home energy improvements. The requirement went into effect on January 1, 2009. The requirements apply to owner-occupied single-family homes (attached and detached) and condos that are individually metered by electricity or natural gas utilities.

Specifically, before signing a contract for the sale of a single-family detached or attached residential building, the seller must provide the buyer with:

- Copies of applicable electricity, gas, and home heating oil bills, or a cost and usage history for the 12 months immediately prior to the sale, unless the home was previously unoccupied for the entire 12-month period. The seller must provide the buyer with the required information for the part of the prior 12 months, if any, that the single-family home was occupied.
- Information, approved by the Montgomery County Department of Environmental Protection, to assist home buyers in making energy-conservation decisions (Attachment C). This includes a list of online links to more information on how to conduct home energy audits, tools for assessing energy use, links to opportunities, financing, grants, and rebate programs such as Maryland Home Performance with ENERGY STAR program and Montgomery County Green Bank.

While the County provides education and resources on conducting energy audits (Attachment C), it does not require a home energy performance audit to be conducted before sale. The County currently provides outreach and education on options and incentives for home energy assessments.

When prospective home buyers are provided more information on energy costs and energy efficiency opportunities, this information can potentially raise awareness of the importance of considering energy performance characteristics (e.g. insulation thickness, air sealing, ENERGY STAR appliances and efficient HVAC systems), many of which are otherwise invisible, in the decision-making process as part of the value proposition of a new home. With the energy efficiency information provided, home buyers have easier access to tools and resources to
make any energy efficiency improvements that could increase the health and comfort of the home they purchase.

**Chapter 40-13C. Radon Test – Single Family Home**

Radon is an invisible, odorless, radioactive gas created during the natural breakdown of uranium in rocks and soils. It is found in nearly all soils and typically moves up through the ground and into homes and buildings through cracks and other holes in the foundation. Radon can build up to dangerous levels inside homes where exposures at high levels can cause cancer. Testing is an important way to know a home’s radon levels and if mitigation measures are needed.

As of October 1, 2016, Montgomery County law (Chapter 40-13C) requires a radon test be performed up to one year prior to the settlement date of the sale of single-family homes and townhomes, except for units that are part of a condominium or a cooperative housing corporation. The law requires the seller to perform the radon test or permit the buyer to perform the radon test with an approved testing device. This radon testing requirement currently applies throughout the County, except in the Town of Barnesville, the City of Rockville, the Town of Kensington, and the Town of Poolesville. The proposed ordinance would permit this law to apply in Rockville.

Radon testing typically should be done in the lowest occupied level of a building. There are a range of options and costs for radon tests. For example, contractors can perform radon tests ($199), test kits can be purchased from home improvement stores ($15), or discounted kits can be ordered from the Maryland Department of the Environment and Maryland Department of Health for $3 ([https://drhomeair.mfbetterforms.com/#/maryland-discount](https://drhomeair.mfbetterforms.com/#/maryland-discount)). Radon tests can remain in the home for 2 to 90 days depending on the device. Charcoal canister detectors are the most commonly used testing device. This type of test can provide results quickly and help a homeowner decide whether any remediation is needed to address high radon levels. The amount of radon in the air is measured in picocuries per liter (pCi/L). EPA recommends radon mitigation measures if the air is measured to have between 2 pCi/L and 4 pCi/L.

**Note about the City’s building codes:** Radon mitigation measures were incorporated into the building codes after 1995. The City’s building code requires passive radon mitigation to be installed during construction. These include subfloor preparation, installation of a soil-gas retarder, close potential radon entry routes, and installation of vent pipes for all new single-family construction.

**Note about the ground floor apartments/rentals:** The County Code does not address radon testing in rentals or multifamily units. However, Rockville’s Department of Housing and Community Development recommends radon testing to homeowners and housing providers when deploying Community Development Block Grant (CDBG) funds. Measures for radon testing in rental properties would require a separate initiative involving Chapter 18 of the City of Rockville Code, Rental Facilities and Landlord-Tenant Relations. Community Planning and
Development Services would need to update the rental code requirements and administer testing provisions. Should the Mayor and Council want to include measures to address rental units, staff recommends embarking on this next phase after the Federal Housing Finance Agency (FHFA) issues guidance on their radon testing provisions in order to prevent conflicts or excessive costs.

**Sec. 40-14. Penalty for violation of Article; enforcement**
The Office of Consumer Protection enforces this Article. Any violation of this Article is a Class A violation with a maximum $750 fine.

**Proposed Effective Date**
The ordinance includes a proposed effective date of January 1, 2023 to allow for the real estate community to transition to the new requirements (although many already include these measures during all home sales in the County) and to be in effect for National Radon Action Month in January. January is generally a suitable time to test homes for radon because windows and doors are closed tightly and people spend more time indoors.

**Mayor and Council History**
This is the first time this ordinance has been brought before the Mayor and Council.

On January 10, 2022, the Mayor and Council adopted the Climate Action Plan that includes the recommendation to opt into Montgomery County's point-of-sale energy disclosure requirements. On May 9, 2022, the Mayor and Council directed staff to present for Mayor and Council consideration an amendment to the General Provisions Ordinance to opt into the Montgomery County requirement for radon testing when houses are sold, and to research testing information requirements for basement apartments.

**Public Notification and Engagement**
An article on the proposed ordinance was published in the July/August issue of Rockville Reports.

**Home energy:** The public engagement process for the Climate Action Plan generated the recommendation for Action C-04 to opt into Montgomery County's point of sale energy disclosure (Chapter 40, Real Property, Section 40-13B). Montgomery County currently coordinates with the Greater Capital Area Association of Realtors (GCAAR) to develop a form for its real estate agents to use to comply with these disclosure requirements.

**Radon:** The City received several public requests to promote radon awareness and action in the community.
• The City created a new webpage with information on radon, guidance for ordering Maryland’s $3 discounted radon test kits, and mitigation measures: https://www.rockvillemd.gov/2418/Radon
• Information on radon awareness was included in the March and May/June editions of Rockville Reports, on social media, and May Building Safety Month campaign materials.

**Boards and Commissions Review**

The Environment Commission reviewed the home energy disclosure and radon testing provisions of the County Code at their June 2, 2022 meeting. The Commission unanimously recommended that the Mayor and Council adopt the ordinance to opt-in to Montgomery County’s point-of-sale home radon testing and energy disclosure requirements, and for the City to continue to explore other touchpoints (outside of the point-of-sale) to educate all residents about home energy use and encourage participation in residential energy efficiency programs.

**Next Steps**

The Mayor and Council may direct staff to schedule Discussion and Instruction on September 12, 2022. Community Planning and Development Services will monitor the Federal Housing Finance Center (FHFA) for guidance on radon testing for ground floor apartments/rentals for input into future proposed updates to rental code requirements.

**Attachments**

Attachment 10.a: Attach A- Amendment to Chap 1 for energy and radon (PDF)
Attachment 10.b: Attach B_ Montgomery County_Chapter 40_13B_13C_14 (PDF)
Attachment 10.c: Attach C_Home Energy Resources (PDF)

Rob DiSpirito, City Manager 7/13/2022
ORDINANCE: To amend Section 1-8, entitled “Application of County law,” of Chapter 1 of the Rockville City Code, entitled “General Provisions,” to allow Chapter 40, Real Property, Section 40-13B (Energy performance audits - single family homes), Section 40-13C (Radon test - single family home), and Section 40-14 (Penalty for violation of Article; enforcement) of the Montgomery County Code to apply in the City of Rockville.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND as follows:

SECTION I – That Chapter 1 of the Rockville City Code, entitled “General Provisions,” be amended as follows:

Chapter 1

GENERAL PROVISIONS

* * *

Sec. 1-8. - Application of County law.

(a) The City is generally exempt from all legislation heretofore or hereafter enacted by the County relating to any subject upon which the City has been heretofore or is hereafter granted legislative authority to act either by public general law or by the City Charter.

(b) The following chapters of the Montgomery County Code, 2014, or portions thereof, enacted by Montgomery County, as they now exist and as may hereafter be amended, are exceptions to the general exemption contained in subsection (a) and shall be applicable within the City until such time as the City duly exempts the City from their application:

(1) Chapter 1 (general provisions), shall apply within the City only to the extent that such application is necessary to effectively implement other County laws that apply within the City;

(2) Chapter 2 (administration) shall apply within the City only to the extent that such application is necessary to effectively implement other County laws that apply within the City;

(3) Chapter 3 (air quality control);
(4) Chapter 3A (alarms);
(5) Chapter 6 (auction sales);
(6) Chapter 7 (bicycles);
(7) Chapter 10B (common ownership communities);
(8) Chapter 11 (consumer protection);
(9) Chapter 11A (condominiums);
(10) Chapter 11C (cooperative housing);
(11) Chapter 18A (environmental sustainability), article 6 (building energy use benchmarking), except that compliance for Group 1 covered buildings as set forth in Section 18A-39(b) is June 1, 2017;
(12) Chapter 21 (fire and rescue services);
(13) Chapter 24, section 24-9 (smoking prohibitions and restrictions), section 24-9D (tobacco products—placement), and section 24-11B (bodywork establishments);
(14) Chapter 24B (homeowners' associations);
(15) Chapter 26, section 26-8A (carbon monoxide alarm or detector required); except that the provisions of section 26-8A shall apply to any occupied single-unit, semi-detached, and townhouse unit, as defined in chapter 5 of this Code, for which a building permit was issued before January 1, 2008.
(16) Chapter 27 (human rights and civil liberties);
(17) Chapter 30A (Montgomery County municipal revenue program);
(18) Chapter 30C (motor vehicle towing from private property);
(19) Chapter 31 (motor vehicles and traffic);
(20) Chapter 31A (motor vehicle repair and towing registration);
(21) Chapter 31B (noise control), except that this chapter shall not apply to refuse collection performed by the City;
(22) Chapter 31C (new home warranty and builder licensing), except that all references to the building codes of the County shall mean the building codes of the City, all references to the Department of Permitting Services shall mean that office or department of the City charged with the responsibility of issuing building permits for construction in the City, and all references to County-required inspections shall mean City-required inspections. Nothing herein shall grant Montgomery County the authority to issue building permits within the City or to conduct inspections in connection with such permits. The County shall have the authority to inspect property within the City in connection with its investigation of any consumer complaint.
(23) Chapter 33B (pesticides);
Ordinance No. __ -3-

(24) Chapter 38A (radio, television and electrical appliance installation and repair);

(25) Chapter 40, Real Property, Section 40-13B (energy performance audits -single family homes), Section 40-13C (radon test- single family home), and Section 40-14 (penalty for violation of Article; enforcement);

(26) Chapter 44A (secondhand personal property);

(27) (i) Chapter 48 (solid waste), article V (recycling) shall apply within the City only as it pertains to businesses and multi-family residences with seven (7) or more dwelling units; and

(ii) The Code of Montgomery County Regulations (COMCOR), Section 48.00.03 implementing Montgomery County Residential and Commercial Recycling programs and requirements, shall apply within the City, except for the regulations contained in Section 48.00.03.03(a) pertaining to the County's single family residential recycling program, including dwellings having six (6) or fewer dwelling units; and

(iii) Chapter 48 (solid waste), article VI (disposable food service products and packaging materials), sections 48-52, 48-53, 48-54, 48-55, 48-56, 48-57, and 48-58, except that straws shall not be included in the definition of "disposable food service products."

(28) Chapter 53 (taxicabs and limousines);

(29) Chapter 53A (tenant displacement);

(30) Chapter 54A (transit facilities).

SECTION II – This ordinance shall become effective on January 1, 2023.

Note: [Brackets] indicate material deleted.
Underlining indicates material added
Asterisks * * * indicate material unchanged by this ordinance

I hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the Mayor and Council at its meeting of [insert meeting date].

Sara Taylor-Ferrell, City Clerk/Director of Council Operations
Sec. 40-13B. Energy performance audits—single family homes.
(a) Definitions. In this Section, the following words have the meanings indicated:
   Department means the Department of Environmental Protection.
   Director means the Director of the Department or the Director’s designee.
   Home energy audit means an evaluation of the energy efficiency of a home which
   includes any test or diagnostic measurement which the Department finds necessary to:
   (1) ensure that a home’s energy efficiency is accurately measured; or
   (2) identify steps that can be taken to improve a home’s energy efficiency.
   Office of Sustainability or Office means the Office of Sustainability in the Department of
   Environmental Protection created in Section 18A-13.
   Single-family home means a single-family detached or attached residential building.
(b) Before signing a contract for the sale of a single-family home, the seller must provide
   the buyer with:
   (1) material approved by the Department that gives information about home energy
       efficiency improvements, including the benefit of conducting a home energy audit; and
   (2) copies of the electric, gas, and home heating oil bills or cost and usage history for
       the single-family home for the immediate prior 12 months, unless the single-family home
       was unoccupied for the entire prior 12 months. If the seller did not occupy the single-family
       home for the entire prior 12 months, the seller must provide the buyer with the required
       information for that part of the prior 12 months, if any, that the seller occupied the single-
       family home.
   (c) The Office of Sustainability must evaluate options to encourage homeowners to
       conduct a home energy audit, including whether the County should require a home energy
       audit to be conducted before the sale of a single-family home. (2008 L.M.C., ch. 8, § 1; 2014
       L.M.C., ch. 15, § 1.)

Editor’s note—2008 L.M.C., ch. 8, § 2, states: Applicability. Section 40-13B, as added by
Section 1 of this Act, applies to any sales contract signed on or after January 1, 2009.

Sec. 40-13C. Radon test—single-family home.
(a) Definitions. In this Section, the following words have the meanings indicated:
   Department means the Department of Environmental Protection.
   Director means the Director of the Department or the Director’s designee.
   Single-family home means a single-family detached or attached residential building.
   Single-family home does not include a residential unit that is part of a condominium regime
   or a cooperative housing corporation.
Radon means a radioactive gas found in the air that comes from the natural breakdown of uranium in soil, rock, and water.

Radon test means measuring the amount of radon in an indoor space:
1. with a device made for this purpose;
2. approved for use by the Director; and
3. performed in accordance with the protocols specified for the device used.

(b) Except as provided in subsection (c), a single-family home located in the County must be tested for radon before completing a sale of the home. The radon test must be performed less than one year before the settlement date. The seller must either perform the test or permit the buyer to perform the test. Both the seller and the buyer must receive a copy of the results of the radon test.

(c) The settlement of the sale of a single-family home located in the County may be completed without a radon test if the sale is:
1. exempt from the transfer tax under Md. Tax-Property Code, §13-207, as amended;
2. by a lender or an affiliate or subsidiary of a lender that acquired the home by foreclosure or deed in lieu of foreclosure;
3. a sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
4. a transfer by a fiduciary in the course of the administration of a decedent’s estate, guardianship, conservatorship, or trust; or
5. a transfer of a home to be converted by the buyer into a use other than residential or to be demolished. (2015 L.M.C., ch. 50, §1.)

Sec. 40-14. Penalty for violation of Article; enforcement.
Any violation of this Article is a class A violation. The Office of Consumer Protection must enforce this Article. (1974 L.M.C., ch. 43, § 1; 1983 L.M.C., ch. 22, § 47; 1997 L.M.C., ch. 15, § 1; 2007 L.M.C., ch. 22, § 2)

*****
Energy Disclosure for Home Sales

Montgomery County requires home sellers to provide an energy cost and consumption history, along with information on residential energy efficiency opportunities.

This requirement is intended to ensure that the home buyer is informed of the home’s energy performance before the sale, and provides options to finance energy efficiency improvements. **Providing this document to the home buyer, along with the energy cost and usage information, satisfies the Energy Disclosure Requirement** (see blue box below).

**Home Buying Financing**

**Energy Efficiency Mortgages**
energystar.gov/newhomes/mortgage_lending_programs/energy_efficient_mortgages

This page provides an overview of EEMs and links to resources such as U.S. General Services Administration, and EPA’s ENERGY STAR Program.

**Streamlined K Loan**
hud.gov/program_offices/housing/sfh/203k

This loan supported through the U.S. Department of Housing and Urban Development merges the homeowners mortgage with a loan for any immediate improvements.

**Energy Basics**

Montgomery County, MD
montgomerycountymd.gov/green/energy

The site has a list of local, state and federal incentives and resources, as well as, utility incentives for energy-efficiency improvements.

**ENERGY STAR**
energystar.gov

Find information on ENERGY STAR products and tips for common energy efficiency home improvement questions.

**Maryland Energy Administration**
energy.maryland.gov/residential/Pages/resources.aspx

Assists with calculating the energy efficiency of your home, participating in available energy programs, and accessing incentives and financing.

**Energy Disclosure Requirement:**

**THE SELLER** must provide:
- copies of applicable electricity, gas, and home heating oil bills, or a cost and usage history for the 12 months immediately prior to the sale, unless the home was previously unoccupied for the entire 12-month period;
- the required information for the part of the prior 12 months, if any, the single-family home was occupied; and
- information, approved by the Montgomery County Department of Environmental Protection, to assist the buyer in making energy conservation decisions.

Montgomery County Code, § 40-13B

**Do-It-Yourself**

Online tools are available for DIYers who want to conduct their own energy assessment.

- ENERGY STAR’s Knowledge Center: energystar.gov/campaign/knowledgeCenter

Attachment 10.c: Attach C_Home Energy Resources (4142: Introduction and Possible Adoption of an Ordinance to Amend Section 1-8, Entitled...
Energy Efficiency Financing

Montgomery County’s Residential Energy Efficiency Property Tax Incentives
[Link to Montgomery County's website]
Receive a property tax for installing eligible energy conservation devices.

Montgomery County Green Bank
[Link to Montgomery County Green Bank]
Provides attractive financing options to Montgomery County residents and businesses for investment in clean energy and energy efficiency upgrades.

Maryland Residential Clean Energy Grants
[Link to Maryland Residential Clean Energy Grants]
Issues grants for a variety of clean energy installations for homeowners, including solar photovoltaic, solar water heating, and geothermal heating and cooling.

BeSMART Home Loan Program
[Link to BeSMART Home Loan Program]
Offers innovative financing to improve home energy efficiency through replacement and upgrading of appliances, heating, cooling and ventilation systems, and whole house envelope improvements.

Green Home Ratings

Rating systems convey how well the home performs energy-wise. If a home has earned a green rating, ask for a copy of this report for prospective buyers.

Home Energy Score
[Link to Energy.gov's Home Energy Score]
The U.S. Department of Energy’s Home Energy Score is an easy way for home owners, buyers, and renters to get directly comparable and credible information about a home’s energy use.

Home Energy Rating System
[Link to Resnet.us]
A home energy rating is an analysis of a home’s energy efficiency. The HERS Index is the nationally recognized scoring system for measuring a home’s energy performance.

ENERGY STAR Yard Stick
[Link to Energy.gov's ENERGY STAR Yard Stick]
A tool to help home buyers compare and understand home usage, by “benchmarking” based on historical performance against other homes in the region. The Home Energy Yard Stick is a powerful tool to understand future home energy costs.

Home Energy Assessment

Quick Home Energy Check-Up
Start off small with a QHEC offered at no additional cost by your electric utility. An energy efficiency professional will check the condition of your insulation, heating and air cooling system, lighting, and appliances, as well as, give you energy-saving items.

Home Energy Saver, Online Audit Tool
[Link to Home Energy Saver]
An online tool allows homeowners to audit their home’s energy performance and identify programs with the greatest savings potential.

Residential Energy Services Network
[Link to RESNET]
RESNET certifies energy auditors to conduct home audits and assign a HERS rating to compare your home’s efficiency to nearby homes.

Home Performance with ENERGY STAR
A professional assessment by a certified contractor offered by your electric utility. Having a certified contractor conduct your assessment ensures that it complies with the program’s standards.
Subject
RedGate Park - Results of Public Outreach on Concept Plans

Recommendation
Staff recommends that the Mayor and Council receive a presentation on the latest concept plan for Reimagining RedGate Park, and the second phase of community engagement in order to provide guidance and direction on the next steps of the project.

Discussion
The purpose of this item is to present to Mayor and Council a refined RedGate Concept Plan that has been developed following the Mayor and Council’s guidance on February 7, 2022. This item also reflects a second round of community engagement that was conducted in April and May of this year. The concept is accompanied by a preliminary fiscal impact estimate to assist the Mayor and Council in reaching decisions on the proposed plan, amenities, size, and potential phasing of implementation. The desired outcome is for the Mayor and Council to largely accept the refined plan and provide feedback and final direction in anticipation of adopting the RedGate Master Plan and beginning the design process.

Update Since the Last Mayor and Council
On February 7, 2022, the Mayor and Council reviewed three site plan concepts for RedGate Park. The three concepts featured both active and passive elements, with each concept showing at least 75% of the park with passive recreational features and amenities such as an arboretum, natural habitat, and a robust trail network. The Mayor and Council made suggestions and provided feedback and direction on their preferred plan which they believed should be predominantly passive. They were also supportive of further engaging the community to entertain additional feedback and to gauge whether the preferred concept was supported by the community.

Following the February 7 meeting, the consultant (Mahan Rykiel and Associates) worked to develop a refined concept plan that was consistent with Mayor and Council direction and incorporated predominantly passive recreation amenities and features. This version envisioned approximately 90% of the property as passive recreation. The concept plan was then presented to the community at two public meetings and an online survey was created to solicit additional feedback and comments from the public. The public meetings, online survey and comment
cards were not designed to be scientifically valid, but instead were intended to be inclusive of a broad array of voices and perceptions, and to assure that all ideas received consideration. Based on the input received from this second phase of community engagement, the consultant and staff were able to make further modifications to the concept plan reflecting key suggestions. Our data indicates that approximately 50% of those who responded in each format were Rockville residents, and approximately 50% lived elsewhere. We were not able to identify statistically significant differences between the preferred priorities identified by residents and those identified by nonresidents.

In the meantime, the consultant team developed a preliminary park cost estimate and an assessment of the existing clubhouse facility.

**Community Engagement**
Two community meetings were held by the City and the consultant to present the refined concept plan chosen by the Mayor and Council and to solicit their feedback and recommendations on the concept plan. The first meeting was held virtually the evening of April 19, 2022. 58 community members participated in the meeting. The second meeting was on the morning of April 23, 2022, at RedGate Park. The meeting was an open house format, and 162 community members were in attendance.

The meetings were widely advertised through EngageRockville.com, Rockville Reports, RockvilleReports.com, and the Rockville Reports e-newsletter. The City issued a news release to advertise the two meetings and they were also shared on Nextdoor and the City’s social media channels. Notification was sent to neighborhood associations, civic associations, and to individuals who had previously submitted comments or feedback on the future of RedGate Park. Signs for the meeting were also posted at RedGate Park.

Participants in the virtual meeting were asked a series of questions via an online poll to gather specific input regarding each of the amenities proposed within the refined concept plan. The poll was then made available to the public on EngageRockville.com website from April 23, 2022, through May 31, 2022, and participants of the open house were encouraged to also submit their ideas online. A total of 689 responses were collected.

Key takeaways from the poll responses include:

- Most respondents support the refined concept plan and believe that it is heading in the right direction.
- There is widespread support for keeping the park natural, designing for passive recreation activities, and that the plan’s passive to active ratio is good.
- Respondents expressed a desire to have a designated area for dogs.
- Access to restroom facilities within the park is desired.
- Park users would like to see art and sculptures incorporated in the design of the park.
• Respondents indicated strong support for the proposed trail network which provides a series of loops of varying lengths and difficulty, as well as trails with a variety of surfaces.

Comment cards were made available to the attendants of the open house and 108 comment cards were collected. Some of the cards were not entirely filled out, and many participants indicated that they submitted multiple cards. However, the ratings expressed on the comment cards are generally consistent with the responses made on the online polls.

• Majority of participants are in support of the refined concept plan
• Nature-based amenities and passive recreation are favored above active recreational amenities
• The proposed trail system is highly regarded

It is important to note that when evaluating the comment cards, all of the proposed park components received a majority favorable rating, except for the amphitheater which was perceived as unfavorable.

The City of Rockville Planning Commission reviewed the refined RedGate Park concept plan and believed that the proposal is considerate of the community’s input and preferences. The Planning Commission was generally supportive of the proposal and their memo has been attached to the report for reference.

**Refined RedGate Park Concept**
The consultant has developed a single park concept that takes into consideration the Mayor and Council’s feedback and recommendations from the February 7th RedGate briefing, the community’s input, and the site’s natural characteristics, opportunities, and constraints. The refined RedGate Park Concept Plan is attached to this report.

**Passive Recreation**
The majority (approximately 90%) of the site is preserved and enhanced for passive recreation and components may be summarized in the following:

• Arboretum and natural areas are preserved to provide space for bird habitats, including bird requirements for shelter in woodlands, woodland edges, and meadows. These areas include trees and shrubs of different densities and heights; evergreens, hedgerows, and dense thickets for winter shelter; and brush and rock piles.
• Interconnected natural habitat/arboretum areas are located along most of the northern, eastern, and southern park perimeters where access is challenging because of topography and where stream buffers can be expanded.
• Educational opportunities and art and sculptures may be included throughout the park site, as well as opportunities for interpretive signage, formal walks, and/or self-guided walks.
• Lawns are used to reinforce the park’s image at the main entrance. They link different use areas, provide a canvas for arboretum specimens and pathway loops, and reinforce the image of the park as a mostly passive park. Lawns provide transitions between maintained...
areas and naturalized areas, while also providing opportunities for un-programmed play and social gathering.

- An interconnected trail network is comprised of both accessible and non-ADA-compliant (because of steep slopes) trails and paths. Accessible trails provide access to all park amenities and all the different character areas within the park. The trail network is comprised of a hierarchy of “loops” to allow park visitors to experience the park in circuits of varying lengths. Flexibility exists for nature trails to be added over time to accommodate the evolution of park programming.
- Environmental site design (ESD) is anticipated to be incorporated into the overall site and landscape design where site improvements are proposed. This approach includes micro-scale practices such as bioretention, rain gardens and swales, and alternative surfaces such as green roofs and pervious pavements. These ESD practices may be located within both passive and active recreation areas throughout RedGate park.

Park Amenities
Specific program areas are concentrated in the center of the park, surrounding the parking lot and clubhouse to take advantage of the existing parking facility and to not require any new parking. The perimeter of the park includes passive elements like the natural habitat and existing forested areas, afforestation (additional tree plantings/forest creation) and other new plantings, meadows and special landscapes. As illustrated in the attached plan, the amenities of the park include:

- Renovated clubhouse (although Mayor and Council may elect to demolish the existing clubhouse and construct a new custom building in its place)
  - specific use would be determined by the public and Mayor and Council during the design phase
- Community Gardens
  - 20’ X 25’ plots
  - mulch and compost areas
  - pervious surface service area
  - located near an existing roadway and with parking access
- Amphitheater
  - with some fixed seating but primarily lawn seating
  - flexible to accommodate performances and non-performance-based community events
  - a covered stage
  - service/access area
  - takes advantage of natural topography and ponds as backdrop
- Deck overlook and gathering area
  - engages the pond and complements the amphitheater
- Playground
  - with nature-based play and multi-generational amenities
  - close to clubhouse and potential restrooms
  - to include shade and seating to serve multi-generational visitors
• located on a high point with 360-degree views
• Picnic lawn
  • tables and grills
  • close to clubhouse and potential restrooms
  • located on a high point near the playground
• Passive area/lawn
• Existing and proposed connecting pathways; with potential to be less than 5% gradient
  • allows users the ability to experience different areas of the park
  • pathways may consist of paved, natural surface, boardwalk segments, and small bridges
    over drainage channels
• Existing steep pathways
• Re-aligned park entrance road; for safer access and improved sight lines
• Pedestrian Entry gate

Cost Estimates

Park
The project Consultant developed a preliminary estimate detailing a cost range to construct the park. The estimate was categorized into project areas that could potentially be phased, or construction of areas grouped, should Mayor and Council decide to implement a phasing plan. It should be noted that the costs were based on a master plan rather than a specific park design. Consequently, a cost range was included for each of the areas and then a contingency value was added based on City costs and timing of improvements. The values in the table include the base cost and a 30% contingency.

<table>
<thead>
<tr>
<th>Project Areas</th>
<th>Cost Range (From)</th>
<th>Cost Range (To)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clubhouse Building</td>
<td>$ 3,251,120</td>
<td>$ 4,876,680</td>
</tr>
<tr>
<td>Clubhouse Site</td>
<td>$ 646,110</td>
<td>$ 969,166</td>
</tr>
<tr>
<td>Existing Parking Lot</td>
<td>$ 187,156</td>
<td>$ 280,734</td>
</tr>
<tr>
<td>Community Gardens</td>
<td>$ 232,850</td>
<td>$ 349,275</td>
</tr>
<tr>
<td>Amphitheater</td>
<td>$ 2,183,731</td>
<td>$ 3,275,596</td>
</tr>
<tr>
<td>Deck overlook at Amphitheater</td>
<td>$ 525,200</td>
<td>$ 787,800</td>
</tr>
<tr>
<td>Playground</td>
<td>$ 1,039,220</td>
<td>$ 1,558,830</td>
</tr>
<tr>
<td>Entrance Road</td>
<td>$ 555,381</td>
<td>$ 833,071</td>
</tr>
<tr>
<td>Picnic Area</td>
<td>$ 145,028</td>
<td>$ 217,542</td>
</tr>
<tr>
<td>Park-Wide Enhancements</td>
<td>$ 3,462,688</td>
<td>$ 5,194,032</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$ 12,228,484</strong></td>
<td><strong>$ 18,342,726</strong></td>
</tr>
</tbody>
</table>

An area map is attached to reference the specific project areas and park improvements. One may gather from the area map how the costs are allocated.
Similarly, Whitman, Requardt & Associates (WRA), the subconsultant, developed an assessment of the existing clubhouse to inform the City on whether the existing clubhouse building should be renovated to accommodate a new use or whether it should be demolished in its entirety and construct a new building or facility that is customized specifically for its use and function on the site. WRA’s assessment overview provides that:

- Overall, the existing building condition is marginal to poor, and is not ADA compliant
- Access to building entrances are not ADA compliant and existing exterior envelope materials to include roofing, windows, doors, siding and framing should be removed and replaced
- Electrical equipment and fixtures; HVAC equipment; interior surface finishes due to wear, humidity, and water damage should be removed and replaced
- Building requires new continuous insulation to meet envelope and energy requirements. Vapor barrier, flashing/furring and reskin walls should be added
- Existing toilet room plumbing should be removed, the projection addition should be demolished, and new restroom facilities to meet ADA and City requirements should be reconfigured and added
- Existing structure is not ideal for spatial flexibility
- A structural analysis of the deck is recommended to confirm capacity if it remains in use (deck was not built as documented)

After their site visit and assessment of the building, WRA estimates that the cost to renovate the existing building would exceed the cost to construct a new building. The price to construct a new building is approximately $3.8 million and the price to renovate the existing building is approximately $4.06 million. Therefore, WRA recommends that the City demolish the existing facility and provide a similarly scaled new building that is universally accessible, simpler in plan, and roof form that could support a functional multi-purpose event space with efficiency configured support areas.

**Mayor and Council History**

The Mayor and Council have received updates on and held discussions regarding the RedGate property on many occasions. The list of Mayor and Council items does not reflect all discussions that have been held. Instead, it reflects the history since 2018 of the Mayor and Council’s consideration of the overall status of the property.

The Mayor and Council began to plan for future discussion of the RedGate property during Old/New Business on October 8, 2018. A motion was made and approved directing staff to examine various options for the property. These options included, but were not limited to, continuing to operate the property as a golf course, developing other recreation/park uses, and developing the property as residential units, as well as a combination of these options. To objectively assess the viability of continuing to operate RedGate as a golf course, staff recommended engaging the National Golf Foundation (NGF) for a second study.
The Mayor and Council received a presentation on the second NGF report on February 25, 2019, discussed the implications of the report, and agreed that the next step would be to hold a work session to discuss the future of the RedGate property.

A work session to discuss and provide guidance on planning for the future of RedGate Park was held during the June 17, 2019, Mayor and Council meeting.

The Mayor and Council held a second work session on February 3, 2020, to discuss the possibility of master planning RedGate Park and provided direction to staff on an initial draft Scope of Work for developing park concepts. Following the direction from the Mayor and Council, staff revised the Scope of Work and presented a refined version to Mayor and Council on March 30, 2020.

On October 18, 2021, the Mayor and Council received a progress update on the planning work, the community engagement initiatives, and the input received from the public. Staff received feedback on the amenities list and the project team's proposed next steps from the Mayor and Council.

The Mayor and Council received a presentation on three different park concepts on February 7, 2022, during a RedGate project briefing. The Mayor and Council provided staff input and direction on their preferred concept and park amenities. It was agreed that staff, along with the consultant, should produce one refined concept and present the concept to the public to seek additional feedback from the community.

**Next Steps**
If the Mayor and Council accept the refined concept plan, the Consultant and staff will finalize the illustrative plan, cost estimates, and other master plan documents necessary to fully adopt the RedGate Park Master Plan. Adoption of the Master Plan would conclude the planning phase of the Re-Imagining RedGate Park project and the design phase could commence thereafter.

**Attachments**
Attachment 11.a: RedGate Park Refined Concept Plan (PDF)
Attachment 11.b: RedGate Park Cost Estimate Areas (PDF)
Attachment 11.c: Planning Commission Memo on ReImagining RedGate Park Concept Plan (PDF)
Attachment 11.d: R and P Advisory Board RedGate (PDF)
Illustrative Concept Plan
Reimagining RedGate Park

1 Renovated Clubhouse
2 Community Gardens
   - 20'x25' Plots
   - Mulch and Compost Areas
   - Fenced
   - Pervious Surface Service Area
3 Amphitheater
   - Fixed Seating
   - Lawn Seating
   - Covered Stage
   - Service/Access Area
4 Deck Overlook and Gathering Area
5 Playground
   - Nature-Based Play
   - Multi-Generational Amenities
6 Picnic Lawn
   - Picnic Tables
   - Grills
7 Passive Area/Lawn
8 Existing Pathway
   - Potential to be less than 5% Gradient
9 Proposed Connecting Pathways
   - Potential to be less than 5% Gradient
10 Existing Steep Pathways
11 Re-aligned Entrance Road
12 Pedestrian Entry Gate
13 Gate

100 300
1" = 300’

Attachment 11.a: RedGate Park Refined Concept Plan (4040 : Reimagining RedGate Park: Presentation on the Refined Concept Plan, an Update on the Second Community)
1 Existing Forest
2 Potential Afforestation (New Forest)
3 Potential Feature Landscapes
   Limited Mow Areas
   Meadows
   Pollinator Gardens
   Sensory Gardens
   Riparian Gardens
4 Passive Area/Lawn

Habitat Areas Concept Plan
Reimagining RedGate Park
SPECIFIC PROGRAM AREAS

A Clubhouse Area
B Existing Parking Lot
C Amphitheater Area
D Playground
E Entrance Road
F Community Garden
G Picnic Areas

PARK-WIDE

H Afforestation
I Existing Forest (Invasive Removal)
J Meadows/Special Landscapes
K New Tree Planting
L Pathway Network

Cost Estimate Areas

Packet Pg. 513
MEMORANDUM

June 15, 2022

TO: Mayor Newton and Members of the Council

FROM: Suzan Pitman, Chair of the Planning Commission

SUBJECT: Planning Commission Review of Re-Imagining RedGate Park Concept

The Planning Commission reviewed the latest concept plan for Re-Imagining RedGate Park presented to the public at two meetings in April 2022. After our review of the materials and discussions with City staff, the Commission offers the following comments and recommendations:

1. Retain the existing park’s peaceful character and minimize potential for disturbance.

2. The proposed playground area should have a natural disposition and blend seamlessly with its surroundings.

3. Publicly accessible restrooms should be provided within the park grounds within proximity to the playground and picnic areas.

4. Ample looped trails around the park should be provided for walking and cycling.

5. Natural open spaces for informal gathering and play to allow people the opportunity to utilize the park at their leisure/pleasure.

6. The Arboretum should be kept natural in appearance with native tree and plant species. There are environmental and health benefits associated with vegetation and trees so there should be an opportunity for new plantings and growth. It should provide educational opportunities and include interpretive signage. The city should consider Public-Private partnerships for continued upkeep and maintenance of the arboretum.

We appreciate the opportunity to review this item. Overall, the Planning Commission is supportive of the latest proposal which is representative of the public’s feedback and reflective of the preferences of Rockville residents. It is important to note that three out of the four Commission members did not favor the proposed amphitheater. It was believed that the
amphitheater was not necessary at this location and that it would disturb its tranquil atmosphere and minimize the park’s natural state. The Commission member in support saw its potential to serve as a small venue for a wide range of creative uses and activities as well as a space for small gatherings.
The Recreation and Parks Advisory Board has reviewed all of the proposed plans for the reimagining of RedGate Park and extensively discussed the various development options under consideration.

There is still active debate within the Board about the specifics of the proposed design, though we are in agreement on the following:

- We enthusiastically agree that RedGate Park, with its sweeping vistas and vibrant ecosystem, is the best opportunity in decades to enhance Rockville’s Recreation and Parks infrastructure and meaningfully contribute to the quality of life of the city’s residents;
- We recognize that the area’s growing population will continue to require more recreation and park space in the City, and responsible, innovative design will transform this park into the City-wide destination envisioned in the Department’s strategic plan;
- We imagine RedGate as a destination for intergenerational and diverse gatherings and a variety of uses that promote the health and wellness, equity, and conservation needs of the community;
- We believe in ensuring safe and convenient access to RedGate from Rockville’s various neighborhoods;
- We find the terminology “active” and “passive” with respect to park usage to be somewhat limiting as we consider the feedback from residents with preferences for “passive” spaces in which to be “active.”

Therefore, we agree upon the following actions:

1. Incorporate a phased development approach that will gradually consider expanding amenities and elements while allowing time for the community to fully embrace the RedGate complex;
2. Pursue a “no regrets” approach that will slowly enhance RedGate without making dramatic changes that will be difficult to reverse;
3. Improve accessibility to RedGate, including car access via Taft Court and biker/walker access in the vicinity of East Gude Drive and Norbeck Road;
4. Eventually connect RedGate to the Croydon Creek / Civic Center complex via a biker/walker path and a protected crossing at East Gude Drive and Norbeck Road;
5. Establish an arboretum throughout the park.
We further surveyed our 8-member board and offer the following recommendations based on the approval of at least six of our eight members:

SURVEY RESULTS

75% or more support completion of the following elements within the first 0-3 years:

- Riparian Plantings
- Open Lawns
- System of Trails
- Dog Park
- Amphitheatre with No Fixed Seating
- Rectangular Fields (with No Lights)

75% or more support the following elements, but are divided between completion in 0-3 years or 4+ years:

- Afforestation
- Meadows
- Nature-based playground
- Additional entrance from 6 Taft Court
- Some pervious paved parking
- Picnic Pavilions
- Community Gardens
- Multigenerational Community Center
- Bridge Connection with John Hayes Forest Park (Civic Center Park)
- Trail Connection with Rock Creek Park Trail

Members of the Advisory Board bring a diversity of strongly-held opinions representing a variety of Rockville constituents. We appreciate the opportunity to weigh in regarding RedGate. All of us unanimously agree that this is a unique, once-in-a-generation opportunity to enhance the quality of life of Rockville’s citizens.
Subject
Discussion and Instructions - King Farm Farmstead Real Estate Market Analysis Report

Recommendation
Staff recommends the Mayor and Council receive a brief presentation to review the King Farm Farmstead Real Estate Market Analysis Report originally presented at their April 4, 2022 meeting and provide feedback and instructions.

Discussion
The City’s consultant Partners for Economic Solutions (PES) will summarize the King Farm Farmstead Real Estate Market Analysis Report (Attachment A) presented to the Mayor and Council at their April 4, 2022 meeting. The PES consultants, Rockville Economic Development Inc. CEO Cindy Rivarde, and staff are available to answer questions.

Mayor and Council History
The King Farm Farmstead Real Estate Market Analysis Report was presented to the Mayor and Council on April 4, 2022.

Public Notification and Engagement
The King Farm Citizens Assembly and the community garden organizations have been notified of this agenda item.

Boards and Commissions Review
The Recreation and Park Advisory Board received the draft report in March 2022.

Next Steps
Mayor and Council discuss the report and provide direction to staff.

Attachments
Attachment 12.a: King Farm Farmstead PES (PDF)
King Farm Farmstead
Real Estate & Market Economic Analysis

Prepared for:
City of Rockville
Department of Recreation and Parks

March 22, 2022
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Executive Summary

The City of Rockville took control and responsibility for the King Farm Farmstead in the mid 1990s. Since then, the property has housed various operations, tenants have occupied a few structures, and the City has invested in rehabilitating selected buildings and necessary maintenance and upkeep. These efforts have proven to be quite expensive, and most recently the years of sitting empty further deteriorated the condition of some structures. To preserve historic resources, the best path forward is one of continual occupancy, which often prevents deterioration and damage attributable to unnoticed building decline such as roof leaks, other weather impacts, intrusions and vandalism. To that end, the City of Rockville hired Partners for Economic Solutions (PES) to understand the potentials for commercial and other building reuse that could help to maintain the historic structures while preserving the neighborhood park activities and providing benefits for area residents.

The reuse alternatives can be distinguished between revenue-generating and non-revenue generating activities. These two categories measure the ability of each use to contribute to the operating, maintenance and renovation costs associated with the former King Farm Farmstead property. The general costs associated with maintaining and operating the King Farm Farmstead property include building maintenance, landscaping, utilities and insurance. These costs are the “overhead” cost of managing and operating the property for the variety of uses evaluated, which apply across all the alternatives. With regards to alternative uses’ feasibility and ability to support these overhead costs:

- **Revenue-generating uses** include private or public/private commercial uses that can cover their own direct costs and also generate lease revenue for the City. When available, the revenues generated from these uses may serve as reimbursement to this funding source; however, it is more likely that these revenues will be needed for ongoing property costs.

- **Non-revenue-generating uses** include those that are able to cover their direct operational or programmatic costs (whether through use or entry fees, philanthropic funding, or other sources) but are not able to fund the overhead costs of managing and operating the portion of the site or buildings they occupy. Such uses as public gardens, hiking and biking trails, recreational fields and nature areas, therefore, require government subsidy or partnership structures sufficient to fill the financial gap. Typically, these are the uses that contribute significantly to enhancing Rockville residents’ quality of life and potentially offering a unique attraction for the general public.

In addition to a tour and evaluation of the buildings, this reuse analysis began with review of the property conveyance documents that require the City to “construct recreational facilities on the Park Site designed to serve the current and future residents of the Subject Property and the general public.” King Farm Associates, LLC (KFA) reserved the right to
reasonable review of any plans before construction, using “best efforts to reach consensus on design.” A Task Force of Rockville citizens prepared an excellent scan of reuse opportunities and recommended a variety of reuse options that met the intent of the conveyance documents. PES reviewed all of those uses for market and financial feasibility and incorporated many of the proposed options in the following analysis of King Farm Farmstead property reuse potentials. Given the imperative to reduce the cost to the taxpayer, the analysis also considered additional commercial reuse options with greater potential to pay rent and support the costs of building rehabilitation, including those proposed in the City’s Request for Information, Ideas and Creative Direction for King Farm Farmstead Park reuse as well as unsolicited proposals for reuse of all or a portion of the property.

**Market Screening of Revenue-Generating Alternatives**

It should be noted that while the market may offer sufficient demand for a specific user or reuse alternative, the financial viability of those alternatives must be evaluated separately. Financial viability, which will be explored in the next phase of this analysis, includes not only the stabilized income generated but also consideration of the initial investment required and the ability of the City to recoup its investment over a period of time.

The screening matrix draws on experiences with other historic structures, arts and maker uses, event venues, urban farming, light industrial operations and other specialty uses to identify a wide range of opportunities. PES worked to identify potential uses that best meet the Task Force’s vision subject to the constraints imposed by transportation conditions and parking requirements. The list was then narrowed based on evaluation of local market support.

For many of the uses, the total amount of required parking reflects not only local zoning regulations but also market demands that would impact the use’s viability. Gorove Slade Associates provided parking estimates by use for the King Farm Farmstead property. Individual parking requirements based on the size (total square feet) of each use represent estimates for daily on-site parking and not special events. In some instances, parking may be shared among users and the parking space demand may be accommodated in the planned 47-space on-site parking lot being constructed by the developer of the adjacent property. Ultimately, the parking arrangements represents one limiting factor for the reuse of the entire King Farm Farmstead. Certain scenarios that combine uses with natural synergies (e.g., a restaurant and a performing arts theater) result in combined parking demand well in excess of spaces available on-site and would require reconfiguration of existing open lawn areas to accommodate more parking.

The following table details those reuse options reviewed for market support, including various commercial land use types (office, industrial, rental residential, retail) and public or nonprofit alternatives highlighted by the Task Force and potentially suitable for the King Farm Farmstead site. Most users consider specific criteria in selecting a location beyond the question of favorable lease terms.
To determine the highest and best reuse options for the King Farm Farmstead, this effort evaluated the financial feasibility for each reuse alternative, distinguishing between revenue-generating and non-revenue-generating options. A key concern is whether each reuse alternative could cover operating costs and provide a return on all or a portion of the City’s capital investment.

The reuse alternatives include market-supported uses that will require an initial capital investment to rebuild buildings for structural integrity, restore the exteriors, renovate the interiors and provide utility connections. Interior fit-out expenses to finish the space for the specific use are a separate expense that may be funded partially or in full by the prospective user.

The financial analysis considers the return on investment for the future reuse options on the King Farm Farmstead property and the potential to recapture a portion of the public investment by use.
Financial Analysis

To test the financial feasibility of different programs of building use, the following alternatives were formulated:
Returns on Investment

The following table summarizes the results of the cash flow analyses for the four alternative mixes of uses. The first row shows the Net Present Value of future revenues from all of the building leases. Net Present Value relates to the time value of money and the concept that a dollar received today is more valuable than one received in a year or two. The Net Present Value represents an equivalency of today's dollars versus the dollars spent over a period of time. Then the Net Present Value of total capital costs for building renovations, exterior landscape improvements and tenant fit-out is shown assuming that they are all funded by the City. The difference is the current value of the future cash flow to the City. The returns for the four alternatives range from -$4,158,000 for Scenario D to -$934,000 for Scenario B. Negative values shown indicate that the City would not recoup its investment from future revenues. (Note that this is not the traditional private-market calculation of return because it does not consider the value of the City-owned land or the dollars that have already been invested by the City to stabilize and repair the dairy barns, abatement within the Farmstead manse, property infrastructure, utilities, etc. It relates only to the future investment going forward.) For comparison, the Net Present Value of the required improvements to renovate and preserve the buildings with no tenants and no interior fit-out would be -$7,715,000, including on-going property maintenance costs.

### King Farm Farmstead Scenarios

<table>
<thead>
<tr>
<th>Scenario C</th>
<th>Phase</th>
<th>Scenario D</th>
<th>Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main House (5,000 SF)</td>
<td>Boutique B&amp;B</td>
<td>2025</td>
<td>Office</td>
</tr>
<tr>
<td>Tenant House 1 (875 SF)</td>
<td>Residential Rental</td>
<td>2024</td>
<td>Residential Rental</td>
</tr>
<tr>
<td>Tenant House 2 (515 SF)</td>
<td>Residential Rental</td>
<td>2025</td>
<td>Residential Rental</td>
</tr>
<tr>
<td>Horse Barn (5,244 SF)</td>
<td>Kennel</td>
<td>2026</td>
<td>Blackbox Theater</td>
</tr>
<tr>
<td>Dairy Barn 1 (6,300 SF) (Small)</td>
<td>Rockville Recreation</td>
<td>2028</td>
<td>Food Hall / Retail Stalls</td>
</tr>
<tr>
<td>Dairy Barn 2 (7,100 SF) (Large)</td>
<td>Food Production</td>
<td>2027</td>
<td>Brewery / Distillery</td>
</tr>
<tr>
<td>Garage (2,020 SF)</td>
<td>Residential Rental</td>
<td>2024</td>
<td>Residential Rental</td>
</tr>
<tr>
<td>Outdoor Lawn</td>
<td>Outdoor Events</td>
<td>2031</td>
<td>Community Garden</td>
</tr>
</tbody>
</table>

The final row reflects the fact that some specific users may be able to fund their own tenant improvements or fit-out after the City’s building renovation creates a “warm-vanilla shell” with walls, ceiling and finished floors. The cash flow analysis for each scenario tested this option, when market indicators suggested that the category of tenant/end-user typically funds the tenant improvements. Generally, the residential units, child care center, Bed & Breakfast, rehearsal space and black-box theater were not expected to be able to fund their interior fit-out costs. Deducting those tenant contributions for building fit-out costs yields the Net Present Value of the City’s investment. Scenario A would generate the largest return to the City at $577,000, showing that it could recoup the City’s future investment.
I. Introduction

In approving the King Farm development, the City of Rockville took control and responsibility for the Farmstead in the mid 1990s with the intent of providing a neighborhood park while preserving a historic property. Rehabilitating the eight remaining structures has proven to be quite expensive, and the years of sitting empty furthered their deterioration. To preserve historic resources, the best path forward is one of continual occupancy, which often prevents deterioration and damage attributable to unnoticed building decline such as roof leaks, other weather impacts, intrusions and vandalism. The City of Rockville needs to understand the potentials for commercial and other building reuse that could help to maintain the historic structures while preserving the neighborhood park activities and providing benefits for area residents and minimizing the impact on the City budget.

The reuse alternatives can be distinguished between revenue-generating and non-revenue generating activities. These two categories measure the ability of each use to contribute to the operating, maintenance and renovation costs associated with the former King Farm Farmstead property. The general costs associated with maintaining and operating the King Farm Farmstead property include building maintenance, landscaping, utilities, and insurance. These costs are the “overhead” cost of managing and operating the property for the variety of uses evaluated, which apply across all the alternatives. With regards to alternative uses’ feasibility and ability to support these overhead costs:

- **Revenue-generating uses** include private or public/private commercial uses that can cover their own direct costs and also generate lease or fee revenue for the City. For the purpose of this study, the renovation costs associated with each building spent by the City of Rockville to-date are assumed to be repaid partially. In many instances users will need additional grants or another funding source to supplement cost recovery available from operating revenue. When available, the revenues generated from these uses may serve as reimbursement for initial capital funding; however, it is more likely that these revenues will be needed for ongoing property costs.

- **Non-revenue-generating uses** include those that are able to cover their direct operational or programmatic costs (whether through sales, use or entry fees, philanthropic funding, or other sources) but are not able to fund the overhead costs of managing and operating the portion of the site or buildings they occupy. Such uses as public gardens, hiking and biking trails, recreational fields and nature areas, therefore, require government subsidy or partnership structures sufficient to fill the financial gap. Typically, these are the uses that contribute significantly to enhancing Rockville residents’ quality of life and potentially offering a unique attraction for the general public.
The challenge for ensuring the financial self-sufficiency and long-term sustainability of the King Farm Farmstead property is determining the best alternative(s) for reuse that cover at least a portion of the overhead costs while providing an asset to the City of Rockville.

City of Rockville Department of Recreation and Parks hired Partners for Economic Solutions (PES) to prepare a feasibility study to identify and evaluate alternative uses.

The seven-acre property off of Frederick Road represents the remains of a 122-acre dairy farm with eight out-buildings including the two dairy barns, main house, a stand-alone garage, a horse barn and two small tenant houses. A hay-drying barn has been adapted for a picnic shelter. A community garden uses a portion of the site. While the property and buildings are maintained, they are all unoccupied.

Map 1. King Farm Farmstead Site
II. Market Screening

In addition to a tour and evaluation of the buildings, this reuse analysis began with review of the property conveyance documents that require the City to “construct recreational facilities on the Park Site designed to serve the current and future residents of the Subject Property and the general public.” King Farm Associates, LLC (KFA) reserved the right to reasonable review of any plans before construction, using “best efforts to reach consensus on design.” A Task Force of Rockville citizens prepared an excellent scan of reuse opportunities and recommended a variety of reuse options that met the intent of the conveyance documents. PES reviewed all of those uses for market and financial feasibility and incorporated many of the proposed options in the following analysis of King Farm Farmstead property reuse potentials. Given the imperative to reduce the cost to the taxpayer, the analysis also considered additional commercial reuse options with greater potential to pay rent and support the costs of building rehabilitation, including those proposed in the City’s Request for Information, Ideas and Creative Direction for King Farm Farmstead Park reuse as well as unsolicited proposals for reuse of all or a portion of the property.

It should be noted that while the market may offer sufficient demand for a specific user or reuse alternative, the financial viability of those alternatives must be evaluated separately. Financial viability, explored in Section III of this analysis, includes not only the stabilized income generated but also consideration of the initial investment required and the ability of the City to recoup its investment over a period of time.

Screening Matrix

The screening matrix draws on experiences with other historic structures, arts and maker uses, event venues, urban farming, light industrial operations and other specialty uses to identify a wide range of opportunities. PES worked to identify potential uses that best meet the Task Force’s vision subject to the constraints imposed by transportation conditions and parking requirements. The list is then narrowed based on evaluation of local market support.

This section reviews market conditions for various commercial land use types potentially suitable for the King Farm Farmstead site. It does not consider specific reuse of buildings for public use, such as City of Rockville storage, recreation facilities or open space. Following is a list of the uses considered in Table 1.
The office market assessment includes general office market insights and review of neighborhood-serving offices in less traditional spaces. Much of the general market office space in the vicinity exists in commercial buildings along major thoroughfares and in traditional business parks with access and visibility along I-270 or in clusters near activity generators or mixed-use environments. The King Farm Farmstead site sits within the North Rockville office submarket, as defined by CoStar and shown in Map 2, which includes 22.9 million square feet of office space with an 89-percent occupancy rate. Compared to a standard of 90- to 92-percent occupancy in a market with a healthy balance of supply and demand, the submarket is showing an over-supply of office space, though not as severe as the overall county market with its occupancy rate of 83.4 percent. The North Rockville office submarket area’s office spaces rent for $26 to $28 per square foot full-service on average. In comparison, the citywide office rents and Montgomery County office spaces rent for an average of $29 to $33 per square foot full-service for standard space. Within Montgomery County and the City of Rockville, specific clusters of biotechnology office space show much higher occupancies and a shortage of appropriate spaces. Shown in Figure 1,
absorption (i.e., increase in occupancy) of North Rockville office space has been very limited since 2016.

![Figure 1. North Rockville Submarket Office Conditions, 2000-2020](image-url)
Medical Office
Office tenancy within the North Rockville submarket consists primarily of local population-serving businesses, particularly medical and dental services, and the bio-technology and information sector. The conventional practice of locating in close proximity to a major medical facility has clustered much of the area’s medical office space west of Interstate 270 along Shady Grove Road in close proximity to the hospital. However, medical office space demand continues to transition as doctors working in profitable private practices with hospital privileges shift to becoming hospital employees or hospitalists. These hospitalists work full-time providing care for hospitalized patients as opposed to running independent practices and leasing or owning separate real estate. This rapid growth in hospital-employed physicians is impacting the ability of private practices to compete for talent and has resulted in some decline in demand for medical office space. Over the course of the pandemic, many medical staff, doctors, nurses and nursing aides decided to leave health care and pursue alternate careers as well. Fortunately, the aging of the Baby Boomer population and the rise in elective procedures and routine appointments helps balance the
need for medical office space. This market limitation makes use of King Farm Farmstead for medical office space unlikely.

### Co-Working Office

The trend for more flexible office space in co-working environments or shared office spaces is continuing despite a pause for the pandemic. Within the Rockville market, more than 550,000 square feet of office space is categorized as co-working space in the CoStar data set. The five buildings’ space is almost equally split between Class A and Class B space. Each co-working provider operates differently, but most allow users to rent desks by the day, week or month and/or larger conference rooms/meeting space by the day for training and customer outreach events. During the pandemic many co-working operations pivoted to offering hybrid models with virtual meeting platforms, events and programs.

In a competitive market like Montgomery County, attracting repeat tenants and remaining competitive requires co-working spaces to offer a series of on-site benefits, amenities and programming options. Launch – a franchise of co-working space with a Rockville location and administrator of the Rockville Innovation Center in Town Square offers some competitive co-working space but no small bench space. Recent shifts in the market show the re-positioning of larger office buildings with options for daily membership priced at $6.50 daily with flexible terms on customizable office spaces starting at $850 per month; both have access to an on-site receptionist, meeting rooms, free on-site parking, kitchen (complementary coffee, tea and snacks), lounge and additional features such as a podcast room, and phone service for additional fees. Metro Executive Park, south of the King Farm Farmstead along Frederick Road, offers space in three traditional office buildings with an estimated 60,000 square feet of space, representing a repositioning of traditional office space. The Brandywine Experience at the nearby 2275 Research Boulevard office offers tenants standard on-site conference space, café, lounges and a fitness facility, attempting to entice short-term users to fill high building vacancies.

These competitors and the higher overall vacancies in the office market suggest that a co-working alternative on the King Farm Farmstead site in any configuration would require significant capitalization for operations in excess of the initial financial investment for building fit-out that would make it not financially viable as an alternative.

### Light Industrial

Rockville’s industrial and warehouse/distribution uses cluster along major transportation corridors using the city’s excellent distribution channels. Niche users interested in warehouse, production space with visibility along Interstate 270, Frederick Road (Maryland Route 355), Shady Grove Road and Gude Drive are seeking opportunities to establish new operations in the pockets of light industrial space throughout the City of Rockville.

Industrial space can be described as production, distribution and repair (PDR) uses, including a variety of important business and municipal uses that support day-to-day
living. Flexible space categorized as light production, maker, and industrial space blurs the line between office and industrial land uses.

Industrial buildings typically offer much lower rents than do most office or retail buildings. When usable in their as-is condition, these buildings are well suited to the needs of small businesses and entrepreneurs who need to minimize their occupancy costs. This is a particular concern for start-up businesses that need to conserve their limited capital for equipment and initial operating costs.

Flex space, a particular type of industrial space, is singled out for focused attention because it serves a distinctly different market from other types of industrial space. Flex space is a single-story structure with a combination of office, warehouse and/or showroom space designed for flexibility to meet the tenants’ needs. This type of building shares similarities with the King Farm Farmstead’s former dairy barns as portions of those buildings could be separated with interior partitions for office space. Flex space is typically equipped with truck docks to facilitate loading, which would be extremely challenging at the King Farm Farmstead site. For many cost-sensitive tenants, flex space provides lower-cost office space than is available in multi-story office buildings. Parking is typically provided in a surface lot, often at the front door. This presents another significant difference compared to the King Farm Farmstead, with a proposed 47-space parking lot. The flex/office market does not provide Class A office space but rather offers lower rents, easy access and convenient parking.

King Farm Farmstead sits within the North Rockville Industrial Submarket, as defined by CoStar and shown on Map 3. The submarket’s total industrial and flex inventory consists of 6.7 million square feet of space clustered along major road and rail lines with an overall vacancy rate of 3.0 percent in 2021, roughly 65 percent of citywide supply. The industrial inventory of 3.3 million square feet in the submarket has a slightly higher, but still healthy, vacancy rate of 4.1 percent with rents at close to $17 per square foot full-service as compared with flex space rent at $23 per square foot full-service citywide.
In the North Rockville industrial and flex submarket, the occupancy rate grew from a low of 89.5 percent in 2008 to 96.9 percent in 2021 as steady absorption filled vacant space. From 2008 to 2021 there was no new construction with the exception of the 2018 new flex construction of the National Cancer Institute’s 65,529 square-foot single-tenant building. Overall net absorption, which measures the change in occupied space, filled an annual average of 34,945 square feet. Review of flex space alone indicates 3.4 million square feet in the North Rockville submarket with a vacancy rate of 2.0 percent at the end of 2021.
The area’s industrial and flex buildings have very few vacancies. Flex buildings tend to be built on large footprints as demand for space is more speculative and comes in larger clusters. There is only one property with less than 10,000 square feet categorized as flex space in the entire submarket. An estimated 35 percent of the industrial buildings have between 5,000 and 20,000 square feet of space; 58 percent of space is in large buildings with more than 20,000 square feet for the industrial building stock in the North Rockville submarket. When considering the King Farm Farmstead buildings, the Wisconsin Dairy Barn complex with 13,400 square feet, horse barn with 5,244 square feet and the stand-alone garage with two stories totaling 2,020 square feet offer competitive smaller buildings for which many users may be interested.

<table>
<thead>
<tr>
<th>Table 2. Industrial Properties by Size</th>
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<tbody>
<tr>
<td><strong>Square Feet</strong></td>
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<tr>
<td>-----------------</td>
</tr>
<tr>
<td>Less than 2,500</td>
</tr>
<tr>
<td>2,500 to 4,999</td>
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<tr>
<td>5,000 to 9,999</td>
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<tr>
<td>10,000 to 19,999</td>
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<tr>
<td>20,000 to 49,999</td>
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<tr>
<td>50,000 or more</td>
</tr>
<tr>
<td><strong>96</strong></td>
</tr>
</tbody>
</table>

The market scan recommended focus on three categories of new and emerging industrial-type uses well suited to locating in this section of Rockville:

- Food production and distribution;
- Makers and arts; and
- Other light industrial options.

**Food Production and Distribution**

The King Farm Farmstead’s historic focus as a dairy farm and current use for a community garden could be expanded with private investments in a vertical farming operation, or the dairy barns could be repurposed to serve as a base for a variety of food producers and vendors, offering goods from fresh local produce to spices, artisanal olive oil, pasta sauce, meats, baked goods, organic dairy products, soups and ready-to-eat foods similar to an indoor/outdoor farmers market, possibly including alcohol production such as a brewery or distillery. Coupled with an aggressive events program, an expanded farmers market with year-round indoor access could expand to incorporate alcoholic beverages. The success of such alternatives would necessitate attracting customers from around the city while creating a distinctive image and alternative within the broader community that surrounds the King Farm Farmstead site. However, it should be noted that the Rockville community is well served by its existing farmers market and the relocation of the current farmers market outside of downtown may not be warranted.

**Gourmet Meal Kits Preparation**

Gourmet grocers emphasize high-end groceries, access to prepared food and alcohol, both delivery and on-site consumption, as well as entertainment and event catering, both on- and off-site to a lesser extent. In addition to consumer spending on food with dine-in options, subscription services promising quick-preparation prepackaged meals with instructions have risen in popularity over the last several years. Data from 2006 indicated grocers generated $13 billion in sales of prepared foods; as grocers shifted to more prepared and experiential options the value of retail food service sales climbed, exceeding $34 billion in 2017 according to data from Technomic. Industry leaders such as Wegman’s and Whole Foods deliver to the ideal affluent consumer. In 2018, easy-to-prepare meal kits peaked with boxes filled with fresh ingredients in local grocery stores accounting for more than $93 million of the meal kit industry’s $494 million sales. As of the end of 2021, 17 percent of consumers (25 percent of city residents) in the US subscribed to a meal kit service at some point, and the industry is valued at approximately $5 billion. Meal kit spending tends to be online for consumers earning $100,000 or more, according to data from the Nielsen Company. Recently large companies purchased smaller meal kit operators, like Hello Fresh purchase of Chefs Plate or Freshly’s purchase of GoReadyMade. In the future these mergers could result in a potential for satellite locations.

Within an easy drive of the King Farm Farmstead property are a wealth of operators able to sell popular meal kits to affluent households in the community – Dawson’s Market, Fresh Market, Giant, Harris Teeter, Safeway, Trader Joe’s and specialty ethnic grocers.
such as Great Wall Supermarket, Latino Market, Lotte Plaza, Patel Brothers, Taste of Europe and Wegman’s coming soon. This wealth of competitors probably preempts the potential for meal kit preparation at the King Farm Farmstead.

There might still remain opportunities for small food producers to take advantage of the site’s location convenient to significant local markets. Within the North Rockville industrial submarket, roughly 3.4 million square feet of space is categorized as food processing with a current vacancy rate of 2 percent. This vacancy rate represents a market in which demand likely exceeds supply with rents at $24.31 per square foot gross, well above other industrial market prices. As shown on the chart below, the vacancy rate began to drop well before the impact of the pandemic, which further increased demand for this type of space. This remains a suitable option for portions of the King Farm Farmstead property, though it comes with significant financial requirements for interior build-out and fixturing.

Figure 3. North Rockville Submarket Food Processing Occupancy, 2016-2021

Made in Rockville – Breweries, Wineries and Distilleries
Often craft distilleries and breweries find existing industrial properties and warehouse spaces to be ideal candidates for repurposing and creating a retail operation (tasting room and/or light fare) in conjunction with production space. Industrial buildings may meet the space requirements in terms of floor load capacity, utility infrastructure, loading docks and parking. In the craft beer industry, artisanal developers work collaboratively and share
resources and customer base more easily than do traditional retailers. This collegial environment becomes one of many factors in the site selection process and a large facility like the dairy barns and adjacent horse barn would allow for shared customer base and cross-shopping among breweries and distillery operations.

This section of Montgomery County includes a handful of brewery, distillery, coffee roasting, juice pressing and other beverage producers. Along East Gude Drive in roughly 21,000 square feet of flex space, Mayorga Organics has coffee roasting operations, which will be relocating to Baltimore in the near-term. Located in the same multi-tenant building along East Gude Drive is Twin Valley Distillers – a whiskey distillery in 3,038 square feet, less than four miles from the King Farm Farmstead. These tenants likely pay $14 to $17 per square foot gross. Also nearby are Saints Row Brewing with 2,800 square feet of second-floor space, relocating to Gaithersburg in the spring of 2022 and Cold Drip Organics – cold press juice production in 1,400 square feet. 7 Locks Brewing occupies 7,055 square feet along Wilkins and Parklawn Drive in a smaller industrial / flex office cluster, with production space, tap room and events programmed during the week and weekends. Finally, True Respite represents the largest craft brewery with 17,034 square feet, employing more than 100 workers in a more expensive building ($19 to $23 per square foot) at Calhoun Place north of East Gude Drive and east of Frederick Road.
The King Farm Farmstead site would be a desirable location for the expansion of existing breweries or distilleries or new operations if the cost to outfit existing structures for these uses could be supported by the producer. Co-location with other eateries and entertainment would be particularly attractive on the King Farm Farmstead site. This may be an alternative for the property and would work well in conjunction with other operations. The current limited supply of suitable buildings available at supportable rents in the market could lead producers to seek space in locations such as the King Farm Farmstead.

**Indoor Vertical Farming**

Vertical farming or growing produce and herbs upwards on racks instead of horizontally along the ground represents a farming technique recently adapted to indoor climate-controlled environments. Operations vary from small scale start-ups using Do-It-Yourself greenhouse techniques to state-of-the-art operations in large warehouses. The systems include hydroponics or aquaponics (adding fish to the process), using liquid nutrients or simply stacking vertically with LED lighting and a controlled environment that speed production, reduce waste and solidify the agricultural yield.
Popular among venture capitalists, indoor vertical farming concepts grew quickly over the last five to ten years as continued population growth fueled food demand and the environmental toll from traditional farming led many to innovate. Vertical production on smaller footprints uses less water through hydroponics or aeroponic (water misting) than conventional farming, and efficiency advances in automation reduce labor and setup costs, creating the potential to disrupt traditional production channels. Venture capital funding for vertical farming companies reached $1.9 billion internationally in 2020, tripling the investment from 2019. However, the majority of the estimated 2,000 vertical farms in the US are small growers focused on micro greens and herbs rather than commodity crops. The start-up costs and time required to reach agriculture output stabilization requires patient capital investment, and experts expect the market will represent only a niche component of the overall food production system. For example, AeroFarms – a large-scale indoor vertical farming operation using aeroponics (misting roots not soaking in water) – returned a profit after eight years and is now planning for another 136,000 square-foot building in Danville, Virginia to open in 2022.

Indoor vertical farming varies in size from a few thousand square feet to large-scale warehouse facilities with a half million square feet. Many vertical farming operations continue to scale up and establish new facilities. Gotham Greens operates nine climate-controlled hydroponic greenhouses, including a 100,000 square-foot facility located in Baltimore County’s Sparrows Point, which will ship lettuce to 10 different states in the mid-Atlantic region. Its competitor Bowery Farms opened a facility in nearby White Marsh.

Concern over market encroachment for existing agricultural businesses in Montgomery County producing microgreens and herbs should be balanced with the demand from nearby restaurants (detailed below). Ultimately, the vertical farm produce becomes perishable quickly. To remain profitable, a vertical farming enterprise must have distribution plans and consider the competitive marketplace. Because start-up vertical farms tend to focus on microgreens and herbs for their quicker time to establish successful yields, the competition is greater for those products. There is a potential to overgrow lettuce, herbs, and leafy greens because the science in fertilizing other vegetables is more complex. Within the vertical farm trade area, the local customer base (including restaurants) may become saturated by more than one large-scale vertical farm operation.

**Maker & Arts Space**

Reuse of a historic building for industrial and office activity could support a cluster of “maker” companies and artist studios and workshops. Co-working and small space leases with short terms and affordable rents would meet a significant need. The Arts and Humanities Council of Montgomery County (AHCMC) plans to create an inventory of cultural arts spaces. Success of arts-related development within Montgomery County, and more specifically Rockville, indicates significant demand for affordable studio space, performance venues and gallery space. All or a portion of the King Farm Farmstead buildings could be renovated for both maker and artist spaces with a common management...
– either public or private. Many of the makers and artists can afford to pay rent, but those rents are unlikely to fund building rehabilitation.

Manufacturing continues to struggle to make gains in the national economy but small-scale manufacturing catering to local and regional demand continues (makers) to be the bright spot in the industry. King Farm Farmstead has excellent accessibility adding inherent efficiency to small manufacturers distribution options. Nearby Zadia Furniture Inc, located at 15205 Frederick Road offers unfinished wood products and uses the space as both manufacturing production and retail operation. The most likely growth in this sector of Montgomery County for small manufacturing likely reflects small manufacturing businesses fabricating metal products. Over the course of the last decade, from 2011 to 2020, data show a growth of the industry in Maryland with Montgomery County representing roughly 12.5 percent of the growth in these businesses, adding an estimated 151 new employees. Metal fabrication would require significant interior fit-out to the property and would require a motivated manufacturer willing to sign a long-term lease.

Public sector use of these spaces for small-scale manufacturing or storage may be another alternative to consider for the maker space. In Baltimore the practice of recycling felled street and park trees as lumber serves to cut city costs while creating a new green and sustainable alternative. Baltimore City officials provided the initial capital funds of $99,000 for a five-year period until the operation became profitable enough to repay the city’s general fund. Sales of the remaining firewood for customers who participate in the membership program or to other makers requiring wood helps the program be self-sustaining. Ultimately a portion of the reclaimed wood provides lumber for other city projects, such as the newly built recreation center in Baltimore’s Middle Branch community.

In addition, live-work spaces could be developed on selected sites on the edges between industrial areas and residential neighborhoods. This allowance for residential development on industrial land is suitable in very limited situations where buffering between the different uses is required to improve the residents’ quality of life and the industries’ ability to operate efficiently. These types of uses would best be served as options for the reuse of the tenant houses and would require significant investment in those buildings by the City to fit out and maintain the facilities. The Main House currently offers an alternative residential space available for residential rental and could be an option for artist living space or to support an artist residency program with support from the City of Rockville.

All of these types of operations would require a separate public or private management entity, with dedicated staff to manage operations. These entities may be able to provide some financial support for the building operations but are unlikely to return the investment necessary to prepare the space for these operations.

<table>
<thead>
<tr>
<th>Other Light Industrial Options</th>
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</thead>
<tbody>
<tr>
<td>The need for light industrial space in the market area and Montgomery County, the metropolitan region and the entire nation represents an opportunity for those types of uses</td>
</tr>
</tbody>
</table>
to reuse a section of the King Farm Farmstead buildings. Appropriate uses could include pet kennels and self-storage.

In Montgomery County, 48 percent of county households own pets, and roughly 19,000 households use boarding facilities annually. In the City of Rockville, spending on pets totals $27 million annually with 46 percent of households owning pets and five percent or 1,187 households using kennels to board their pets. There are only two kennels within close proximity to the King Farm Farmstead site. This represents an opportunity and could be expanded with doggie day care programs. However, it should be noted this type of use would pay market-rate industrial rents and likely invest minimally in the necessary building upgrades.

The self-storage industry continues to grow with increasing demand from area residential households, businesses in need of inventory storage and others seeking seasonal storage space. The pandemic’s shift to work-from-home allowed many households to change their housing alternatives or required combination of households resulting in a boom in storing furniture and other belongings. Prior to the pandemic, analysts were concerned about an overbuilt market with too much supply.

Recently big box retail and older office buildings have been converted to self-storage operations. Self-storage facilities divide up spaces from as small as 25 square feet with minimum eight-foot ceiling heights to 250 feet. Other storage facilities specialize in dry dock storage for boats or recreational vehicles. In general, self-storage facilities have relatively low parking requirements and low levels of noise or impact on nearby residential areas. Security for self-storage would require an investment in fencing or other security measures.

Within less than one mile of the King Farm Farmstead there are approximately 14 self-storage facilities, representing an extensive supply of the product. This includes the 105,000 square-foot Public Storage at 16001 Frederick Road. In the face of that competition, any new entry into the market would need to offer a distinction such as storage of recreational vehicles.

Specific light industrial distribution operations would not be viable on this property due to the constraints of the historic adaptive reuse and incompatibility of the facilities to meet modern distribution requirements including traditional truck loading docks.

Retail Market Conditions

In understanding retail markets, analysts break down retail goods into three main categories:

- **Neighborhood goods and services**, which serve the everyday needs of local residents, including grocery stores and drug stores:
- **Eating and drinking**, including both fast food and sit-down restaurants and bars; and
- **Shoppers goods**, the types of goods sold in department stores that customers prefer to compare among different stores before buying – general merchandise, apparel and accessories, furniture and home furnishings, and other goods (also known as GAFO).

Neighborhood goods and services stores tend to attract customers from within a 5- to 10-minute distance, while shopping centers and other shoppers goods nodes may bring customers from a 15- to 20-minute distance or even further.

Customers choose retail opportunities based on convenience not only as it relates to their place of residence but also where they work. Customers are mobile and will travel to locations with multiple shopping alternatives and a cluster of stores to meet their retail needs. Typically, neighborhood shopping areas have very limited offerings of general merchandise, apparel and accessories, furniture and home furnishings, and other shoppers goods. These are goods for which most consumers like to comparison shop, considering choices from several clothing stores, for example. This desire for convenient comparison shopping was the driving force in the creation of downtown business districts and then shopping malls. Few neighborhood business districts can support the number and variety of stores required to offer that comparison-shopping opportunity.

There is no shortage of retail offerings along Rockville Pike and elsewhere in the general area. A historic site with parking limitations is unlikely to attract traditional retail operations.

**Restaurants**

To best understand the competitive environment for new restaurants, area restaurants are shown on the map below. The Primary Trade Area (PTA) represents the geography from which a King Farm Farmstead restaurant could expect to draw the bulk of its market support. For eating and drinking establishments, clustering multiple restaurants helps attract customers. Rio Lakefront (formerly Rio Washingtonian Center) and Downtown Crown offer particularly strong clusters within the PTA, drawing patrons from a larger area. The retail sales and expenditure data show historic sales of $107.7 million by PTA restaurants as compared with residents’ expenditures of $84.6 million. This highlights the area’s ability to attract customers from well outside the trade area.
A closer review of the PTA data for bars suggests that there is an outflow of residents’ drinking dollars to other locations including money spent for bars frequented after work, money spent on vacation, and money spent in other regional activity centers, such as Downtown Rockville, White Flint, Bethesda and Gaithersburg. Given the appeal of a cluster of restaurants, a single eating and drinking establishment on the King Farm Farmstead property could struggle to compete in a crowded marketplace. Success would depend on the strength of the individual operator with a distinctive product taking advantage of the unique setting or pairing with complementary uses or experiences.

The King Farm Farmstead property represents a reasonable location for a new eating and drinking establishment within the market.

**Furniture Store**
In the retail sector, the furniture segment tracks with overall economic conditions. Growth in furniture spending, especially in more affluent communities can be tied to the pandemic shift as households shopped from home and required new furniture to work from home. In fact, sales of these primarily durable, big-ticket products grew quickly with Smith Leonard PLLC of High Point reporting a 34-percent increase in orders from February 2020 to February 2021. Other firms reported double-digit percentage increases despite the
economic dip from the pandemic from March to May 2020, suggesting that the furniture industry continues to grow. The furniture industry tends to be slow in responding to online markets and has not as quickly adapted as other industries with an estimated 10-percent increase in online sales since 2016.

Demand exists within the market area for furniture operations, and the large scale and second-floor storage space of the King Farm Farmstead dairy barns could provide an option for a furniture store. Current retail spending estimates on furniture indicate an outflow of residential spending to other areas, with an estimated $16.1 million in PTA resident demand and only $6 million in annual sales. However, the historic facility does not provide suitable showroom space or the type of signage typically sought by furniture stores and would be a boutique operation likely to be run by a smaller operator. In addition, several competitive furniture operations are located outside the trade area, as shown on Map 5, making a furniture retailer an unlikely tenant for King Farm Farmstead.

Map 5. Competitive Furniture Offerings
Niche Opportunities

King Farm Farmstead's physical character and the imperative to preserve that character dictate its ultimate reuse by restricting many prospective uses. Therefore, the following adaptive users may represent temporary or shared users offering lower than market rent arrangements but offering a much-needed service or enhancing the quality of life for area residents.

All of these suggested niche opportunities require further initial investment from the City of Rockville to upgrade basic utilities, current buildings and landscaping. In fact, even after these initial site and building improvements, maintaining a higher level of landscape grooming to meet the users’ expectations will be necessary.

Events Space

Special events and periodic art usage offer the potential for limited, periodic income from festivals, weddings, receptions and meetings under temporary event structures, such as tents, or within renovated historic structures. Within these broad categories of meetings and events, those suited to the King Farm Farmstead are relatively limited. The most likely uses include:

- weddings;
- small to mid-sized corporate events;
- small concerts and performances;
- temporary gallery space; and
- lectures.

The close proximity of the King Farm Farmstead to other reception venues in Rockville and rural Montgomery County offers some advantages. Because the property itself is viewed as a historical site, surrounding clubs, hotels and boutique lodgings with historical character may seek partnerships. Working with these facilities to market wedding packages could increase the appeal of the King Farm Farmstead while reducing the need for individual marketing efforts. A wedding-oriented events strategy would compete directly with the City’s Glenview Mansion venue.

The unique nature of the buildings and the site offers real potential as an events venue; however, significant investment would be required to bring the facilities up to the level required for a successful events venue. The rental fees would be unlikely to repay that investment, though they could help to offset the property’s operating and maintenance costs.

The operation of more formal events space by the City of Rockville’s Department of Recreation and Parks could not be accomplished by existing staff and would create need for a new staff position to manage operations. In turn, staging events would depend on substantial expansion of staff capabilities with the addition of a dedicated staff person or...
entering into an agreement with an outside event management group. Assuming the City chose to contract with an outside event management group for management services, it could expect to pay an estimated 30 percent of the fee charged for set-up services and management, as well as additional insurance requirements.

The entire King Farm Farmstead property could accommodate events and festivals with a pleasant outdoor setting and parking available in the nearby Mattie JT Stepanek Park. However, this site could divert some of that economic support from downtown businesses, as a result of shifting the festival setting.

<table>
<thead>
<tr>
<th>Arts-Related Performance and Rehearsal Space</th>
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<tbody>
<tr>
<td>For arts-related performance and rehearsal space, the majority of communities lack sufficient space to meet the needs of various non-profit groups. Often performing arts share spaces in schools, churches, recreation centers or other civic buildings. The demand from these groups ranges from needs for classrooms/rehearsal spaces to auditoriums for performances with an audience. Unfortunately, these groups depend on fundraising and philanthropy to cover operating costs and, as such, look for free or low-rent spaces. Therefore, these types of groups would be unlikely to raise the necessary capital funds to outfit an existing historic structure. However, should a philanthropic entity be identified in advance with a matching budget for capital investment and operations, such an entity would be a strong candidate for one component of the King Farm Farmstead property reuse.</td>
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<table>
<thead>
<tr>
<th>Child Care / Montessori Private School</th>
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<tbody>
<tr>
<td>Another use in high demand would be child care facilities or possibly a private Montessori school. These types of operations would likely occupy the Main House only and not consider reuse of the barns or other properties. Improving accessibility to the Main House to meet the Americans with Disabilities Act would require significant investment unlikely to be recovered from rent payments.</td>
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</tbody>
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<thead>
<tr>
<th>City of Rockville Recreation Space</th>
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<tbody>
<tr>
<td>Rockville generates a high demand for recreation-related uses such as yoga studios, dance studios, indoor fitness classes and line dancing. Recent changes in Montgomery County Public School (MCPS) policies limit the City’s ability to lease space in school buildings, resulting in unmet needs. Shifting some of these programs to the King Farm Farmstead property could provide a community benefit for King Farm and other city residents. The Horse Barn could be adapted for indoor pickleball courts, which are in high demand.</td>
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<table>
<thead>
<tr>
<th>Residential</th>
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</thead>
<tbody>
<tr>
<td>The potentials for reuse of the Main House and possibly the two tenant houses differ based on the character and prospective changes in area households as well as the competition offered by the existing and future rental of single-family homes.</td>
</tr>
</tbody>
</table>
Within Montgomery County there are an estimated 707 multi-family properties inventoried by CoStar, which include 101,713 units at the end of 2021. These properties range from older garden apartments with minimal amenities to luxury complexes with a wide array of offerings. Over the last five years, the vacancy rate for Montgomery County’s multi-family has remained relatively constant between four and six percent, dropping slightly as supply delays and the pandemic slowed the pace of new development, with a 4.7 -percent vacancy rate at the end of 2021. The average square feet per unit remained unchanged at 921 square feet but the asking rent grew to $2.06 per square foot. Rent trends for Montgomery County’s multi-family units highlight a 9.3 -percent rent growth over the last year. This positive trend, along with the addition of roughly 1,555 units in 2021 and another 1,724 units in 2020, demonstrates the market’s high level of demand.

In Rockville the supply of multi-family rental units includes roughly 16,500 units in 67 properties with an average of 917 square feet per unit, according to data from CoStar. Occupancy levels remain very tight with an overall vacancy rate of 3.3 percent for the end of 2021. CoStar reports an average rent of $2.21 per square foot, and Rockville absorbs a five-year annual average of 490 units. Pipeline data suggest the addition of 250 units in 2022.

Much of the new rental housing available in the Rockville market reflects modern construction with new amenities and property features / programming. The King Farm Farmstead benefits from the close proximity to the King Farm commercial core, Shady Grove Metro station, parks, walkable paths and open space. Properly renovated, the Main House and potentially the two tenant houses could be marketable for rentals but would require management. These properties are not habitable in their current configuration and the two tenant houses would require significant investment.

**Hospitality**

Hotel travel typically relates to business but also includes visitors to a region for a variety of reasons (e.g., passing through, visiting family, tourism, visiting colleges). The hospitality industry links closely with the economy and follows its highs and lows, especially as it relates to business travel. Hotel development needs close proximity to its customer base and tends to locate on well-traveled routes or near employment centers and tourist attractions, depending on the market segment of the particular hotel. Collocation with retail, restaurants and entertainment enhances a hotel’s appeal to potential customers.

Hotel operations segment based primarily on size and price. These distinctions by price include economy (for lower priced lodging options), graduating to midscale, upper midscale and upscale as price and associated hotel features increase. Hotel performance varies based on the segment and operating style of each hotel. Often these categories reflect both the age and investment in specific properties. In addition, some hotels serve special niches, including extended stay facilities that serves business travelers or new residents still searching for a permanent home. Other specialty hotel operations, such as a lifestyle hotel or a boutique hotel, create subcategories.
In the nearby community, the hotel industry continues to struggle after the impact of the pandemic to recover and remain profitable. The following boutique hotel offerings suggest the comparable range of small operations within the marketplace:

- The Olney Inn – five guest rooms, pool, hot tub, Wi-Fi, Smart TVs and dog-friendly options.
- The Oaks Bed & Breakfast – located in Gaithersburg with five guest rooms, Wi-Fi, and expansive breakfast.
- Tusculum Farm – in the agricultural preserve this lodging opportunity allows guests to rent the entire five-bedroom farm house, or two other historic farm structures (The Coop, or Carriage House).

The site’s location along Frederick Road near King Farm and well outside the Rockville downtown with critical access to major highways and close proximity to the Shady Grove metro station offer a well-traveled visible site, but one without the advantages of nearby downtown amenities. A boutique hotel or bed and breakfast that offered a higher quality lodging experience (e.g., better furnishings, more personal service and evening wine) as opposed to chain hotels on the highway could appeal to specific travelers, particularly if paired with a unique reuse experience on the remainder of the King Farm Farmstead property. This type of bed and breakfast hotel would at best be interested in the reuse potential of the Main House. Use for transient lodging would require installation of an elevator and other modifications to provide proper ADA means of egress.

Potential for a hospitality use on the site must consider existing and proposed competitive hotels, their recent performance and prospects for future demand.
III. Financial Feasibility

PES tested the financial feasibility of several reuse alternatives on the King Farm Farmstead property. This review included consideration of varying reuse alternatives for partial or full reuse of existing structures as well as the grounds. The following table details those reuse categories by land use type:

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Initial Building Costs</th>
<th>Ability of User to Fund Fit-Out</th>
<th>Revenue Potential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General office</td>
<td>Moderate</td>
<td>--</td>
<td>Moderate</td>
</tr>
<tr>
<td>Industrial</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food production (e.g. Commercial Kitchen)</td>
<td>High</td>
<td>$ $$ $</td>
<td>High</td>
</tr>
<tr>
<td>Alcohol production (Brewery / Distillery)</td>
<td>Moderate</td>
<td>$ $$ $$ $</td>
<td>High</td>
</tr>
<tr>
<td>Maker &amp; art space</td>
<td>Low</td>
<td>$ $$ $</td>
<td>Low</td>
</tr>
<tr>
<td>Kennels</td>
<td>Low</td>
<td>$ $$ $$ $</td>
<td>Moderate</td>
</tr>
<tr>
<td>Storage</td>
<td>Low</td>
<td>$ $$ $$ $</td>
<td>Low</td>
</tr>
<tr>
<td>Retail</td>
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<td></td>
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<tr>
<td>Restaurant</td>
<td>High</td>
<td>$ $$ $$ $</td>
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<tr>
<td>Food Hall</td>
<td>High</td>
<td>$ $$ $</td>
<td>High</td>
</tr>
<tr>
<td>Niche</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Events space</td>
<td>Moderate</td>
<td>--</td>
<td>Low</td>
</tr>
<tr>
<td>Rehearsal space and small performance</td>
<td>Moderate</td>
<td>--</td>
<td>Low</td>
</tr>
<tr>
<td>Blackbox theater</td>
<td>Moderate</td>
<td>--</td>
<td>Low</td>
</tr>
<tr>
<td>Child care / private school</td>
<td>Moderate</td>
<td>$</td>
<td>Low</td>
</tr>
<tr>
<td>Solar field</td>
<td>Low</td>
<td>$ $$ $$ $</td>
<td>Moderate</td>
</tr>
<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental housing (artist housing)</td>
<td>High</td>
<td>--</td>
<td>Low</td>
</tr>
<tr>
<td>Hospitality</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boutique / Bed &amp; Breakfast</td>
<td>High</td>
<td>$ $$</td>
<td>Low</td>
</tr>
</tbody>
</table>

Notes: Ranking for initial building costs and revenue potential range from low, moderate, to high. Contribution to fit out costs represent either none; partial (between one $ to four $ $ $ $ representing percent of contribution); and five $ $ $ $ $ for full contribution.


To determine the highest and best reuse options for the King Farm Farmstead, this effort evaluated the financial feasibility for each reuse alternative distinguishing between revenue generating and non-revenue-generating options. A key concern is whether each reuse alternative could cover operating costs and provide a return on all or a portion of the City’s capital investment.
Many of the reuse alternatives include market-supported uses that will require an initial capital investment to restore the building exteriors and structural integrity, renovate the interior structure and provide utility connections.

The City of Rockville invests in continual maintenance and upkeep of the King Farm Farmstead property and structures, and the City recently approved additional upgrades to the property’s utility infrastructure. The general costs associated with maintaining and operating each individual building include not only maintenance, landscaping and utilities. These costs are the “overhead” cost of managing and operating for the variety of uses evaluated and will apply across all alternatives. Finally, the modeling assumes that the City of Rockville operates as the “master developer” of the King Farm Farmstead as at least a portion of the costs associated with maintenance and capital investment for long-term reuse viability will require direct City funding. The City would have over-arching responsibility to keep the buildings leased and the property in good condition. In the private marketplace, a property owner would require an appropriate return on investment to justify the risks associated with these capital improvements and on-going overhead spending. This analysis tests the potential for a return on investment for the City.

Hummer Construction Resources (HCR) has provided order-of-magnitude construction cost estimates for upgrading the structures and accommodating the various uses identified as having potential market support. These estimates draw on the firm’s experience with comparable projects.

Financial cash flow analysis by scenario outlines the mix of potential tenants, the cost to develop, the lease revenues that could be generated and the resulting return on investment, based on current market conditions. The models estimate the dollars available to assist in funding the capital improvements and supporting ongoing overhead costs. The financial model assumes that the City of Rockville will either manage the property as “master developer” or will contract with a private entity to provide these services.

Real estate development and the property owner’s long-term financial sustainability depends on professional management, including marketing, negotiating leases, managing operations, tenant relations and preventive maintenance. To achieve the highest return on investment, the City of Rockville must augment current staff capacity. The City should take full advantage of private commercial brokerage services to assure that its leases are consistent with industry standards and provide sufficient protections. Private property managers can shield the City from unreasonable tenant expectations by enforcing lease provisions.

The privatization of public open space and facilities follows a traditional model of privatization by allowing private entities to operate retail or service operations within public facilities for a fee. These commercial lease arrangements allow the public to maintain ownership of the land, facility or space but receive funds from the users. These lease arrangements may be simple rental agreements or sophisticated long-term agreements covering several properties that entities lease through a competitive bid
process. In some instances, the operator of the retail, service or facility shares a portion of the revenue. More often, the private user commits to a fixed rent that reflects whether the City or the user funds the building fit-out costs.

It should be noted that current uses of the King Farm Farmstead property, most notably the community garden, represent a choice to forego potential revenue-generating uses on that section of the property. Reuse alternatives for the entire lawn behind the dairy barns, a portion of which is covered by the community garden, include event space with the option for a tent, stage and outdoor food and beverage service.

PES estimated the total project value for residential, commercial, industrial and retail reuse of the King Farm Farmstead structures as suggested by the Section II evaluation of potential uses per the concept plans. These development programs are based on the best available data and information collected from a variety of local, regional and national sources, reflecting recent trends and current market conditions. However, changes in national and regional economic conditions and in the regulatory environment could significantly impact the feasibility conclusions.

Residential and Hospitality Program Options

Renovation of the existing Main House and tenant houses for residential use offers the greatest potential for immediate reuse. This is particularly true as the new surface parking lot will supply ample parking associated with the three structures. The two tenant buildings offer an alternative for rental residential but will provide a limited return considering the significant investment required to bring the buildings up to code.

Achievable rents for new rental residential space are discounted based on current market conditions for a historic building with upgrades to residential occupancy standards and the onsite environment (lack of modern amenities). However, as the remainder of the site becomes more active, the rents may increase. It should be noted that the residential rents are not sufficient to attract a private investor to restore the houses without public investment and management of the rental tenants. If the City manages the property, then allowing a grounds keeper to live in the apartment above the garage may be a desirable option.

The cost of renovating the existing structures would require an initial capital investment estimated by HCR at $205,400 for the smaller tenant building, $348,900 for the larger tenant building and more than $1,080,000 for the Main House modernization and renovation (2022 dollars). Unfortunately, the scale of the potential residential options (three to four units) and inability to use other buildings such as the dairy barns for residential apartments due to lack of sufficient light and air result in a project too small to interest private residential developers. This reuse alternative would require the City of Rockville to manage the rentals or contract with a management agent.
Hospitality markets require access to quality environments for boutique operations. While the site has ample access to major highways and proximity to the terminus Shady Grove Metro station, the nature of the reuse alternatives would determine viability of a boutique hotel. A stand-alone hospitality operator in the Main House would not likely have the financial capacity to fund the building improvements recommended to position the building as a lodging facility. The small number of rooms that could be developed in the Main House may limit potential operator interest. The viability of reusing the barns as vibrant commercial attraction with food and alcohol production would complement a hospitality reuse of the Main House. However, at this stage the Bed & Breakfast option would be a much more speculative use than a residential rental.

All real estate is local and the value of the underlying land and existing conditions in the local market as well as the nature and location of the site along Frederick Road greatly impact the potential for residential reuse in close proximity to potential commercial reuse alternatives in the dairy and horse barns. The impact of some of the commercial and more industrial users in the dairy and horse barns could reduce the overall viability of Main House rental. In those instances, these incompatible uses would constrain rents, and could impose additional construction costs to mitigate noise pollution. Other uses may enhance the residential appeal.

**Commercial/Industrial Program Options**

King Farm Farmstead reuse potential for commercial alternatives relate to the site’s location along major arterials in close proximity to a wealthy customer base in the King Farm residential community. Building renovation costs for the barns are estimated by HCR to total $1,203,000 for the small dairy barn, $1,356,000 for the large dairy barn, and $2,237,000 for the horse barn (2022 dollars). Fit-out costs vary with the reuse option. Reuse alternatives also exist for light manufacturing uses and flex uses in the former barns.

Commercial reuse within the existing structures represents an opportunity to add to the existing employment base and provide a unique mix for the community. While these opportunities are limited, careful redevelopment of existing buildings may be financially viable. Light industrial rental rates are hard to compare due to tremendous variation in offerings such as the percent of the space finished out as office space, ceiling heights, availability of truck docks and location/accessibility. They are particularly difficult to determine in this section of Montgomery County due to the limited turnover and paucity of recent lease transactions. The nature of the existing space and current market rents (between $15 to $17 per square foot) make the project close to financially feasible (prior to consideration of site-wide operating costs): however, the previous investment in rehabilitating the dairy barns and the cost of bringing adequate utilities to the site represent a sunk cost unlikely to be recouped. Additionally, some of these commercial reuse options would require additional parking for employees and customers.
The dairy and horse barns offer unique space ideal for “makers” – crafters, artisans, and artists. Many of these entrepreneurs/businesses seeking to lease flex and maker space are in the initial stages of development. At this stage, proximity to an affluent customer base and easy access for raw materials are highly valued. Access to expensive equipment is also important to start-ups that cannot afford to buy their own. Reuse of the dairy barns as food production or maker space fitted out with shared equipment will attract a large number of artisans, artists, entrepreneurs and small-scale manufacturers. Facilities are smaller for start-up companies, and company requirements change quickly. Establishing the dairy barn with a flexible work environment with moveable partitions that offer inexpensive spaces that can easily expand or shrink and business support services can be very important to companies at this stage. The maker spaces and shared production spaces would require active management to facilitate and schedule shared use of equipment. An experienced maker space operator would be important to making this option viable.

Rents for space average $12 per square foot up to $16 for more established maker spaces. Unfortunately, these rents do not support the capital cost of renovating an existing building, constructing new interiors and providing parking. To remain conservative, the model reflects $12 per square foot as the rent, with a 5.0-percent vacancy allowance.

**零售**

One of the most feasible alternatives for the reuse of specific buildings on the King Farm Farmstead property would be to operate a restaurant, relying on the historic character of the property to attract new and existing area residents as well as visitors. This alternative would rely on an experienced restaurateur to return a positive cash flow from operations due to the limited daytime population in the immediate vicinity.

Demand exists in Rockville, the county and the region for a mid- to up-scale restaurant for area residents and visitors. The quality of the rehabilitated King Farm Farmstead property along with its convenient close-in location along Frederick Road and accessibility from Interstate-270 and Route 200 should allow it to tap these markets.

The niche market attracted to the property should generate a significant number of regular diners and events each year. Couples are the most typical party seeking a unique dining experience priced in the mid to high end.

With competitive pricing, the unique character of the King Farm Farmstead property could also attract smaller family and social events to supplement the restaurants’ lunch and dinner patronage and during non-peak eating hours, such as 2:30 to 4:30 pm. Social events, such as graduation parties, baby showers and birthday and anniversary parties, could comprise an estimated 10 to 15 percent of total activity. The history of the site and the site’s easy access contribute to the property’s appeal for these types of events.

A partnership with an experienced chef wishing to establish his or her own restaurant would increase the potential for successful operations. Marketing is always important in generating patronage. Restaurants that depend in large part on group business or large
parties need to invest in at least a part-time sales manager to market and coordinate those events. However, restaurants operations are always risky. The importance of combining the right menu, ambiance, service, pricing, promotions and marketing cannot be overestimated. Less than stellar performance in any one area can doom a restaurant if not quickly corrected. Management and controls are other critical success factors.

As the City of Rockville considers the best rent structure, restaurant operators and food providers represent a higher-risk user group requiring a tailored landlord approach. While a rent based on a share of sales would be attractive to the operator, the financial analysis assumes a flat rent of $25 per square foot net of all expenses with the operator funding the space’s interior improvements. It indicates a solid return on the new investment in the large dairy barn, excluding the cost of new parking and the site-wide operating costs.

Food halls typically rent out space in stalls on short-term leases allowing entrepreneurs to test food concepts without committing to long-term leases. While valuable for the tenants, these short-term leases require landlords to commit to higher than usual carrying costs for the property. In the retail arena, this may be referred to as “curating” the retail mix by first testing the market for interest in what the food stall operator would offer and reviewing the operator’s business capacity. Additionally, food halls require efficient loading alternatives for individual operators. Coordination of these options will be critical, likely requiring an independent manager. With a rent of $16 per square foot to the operator, the City would likely need to split the fit-out costs.

Outdoor Events
The market feasibility of an outdoor events space reflects the ability of the use to contribute to the costs of operations and maintenance. It must consider not only the current demand but long-term self-sufficiency. Effective programming and synergy with other uses on the property will be critical to maintaining demand and reaching the projected returns. Competitive venues indicate consistently high levels of demand prior to the pandemic with the assumption that 2022 will return to full demand.

The revenue projections for the outdoor events space reflects the anticipated variety of users ranging from reunions, events and festivals tied in part to the programing at other buildings on the King Farm Farmstead property. The seasonality of the food service at an outdoor venue impacts the revenue estimates and rent contribution. It should be noted that the assumptions about usage reflect seasonal weather but rental rates depend on the structure of the rental agreement. The potential for more than $60,000 in annual event rental revenues would support the investment required to provide the tent, a stage and lighting, plumbing and electrical support for events use.

Niche Opportunities
King Farm Farmstead offers unique opportunities that pair well with reuse options for each scenario or meet community goals and enhance the market potential. Achievable rents for
the market-rate users, such as the restaurant, furniture store, kennels, food hall and retail stalls, maker space and alcohol production, offer sufficient revenue to justify lease arrangements with all or partial contributions to tenant fit-out. Those non-profit users unable to pay full market-rate rents, such as the arts-related clients in rehearsal and performance space would require not only a below market-rate rent but also philanthropic or City subsidy for fit-out of the space.

**Artist Housing**
Outside the residential rental market, affordable artist housing for City of Rockville residents may be an alternative to consider for specific tenant buildings or the Main House. These opportunities would provide a lower return than market-rate rentals. Affordable rents are assumed to reflect two-person Moderately Priced Dwelling Unit rates of $1,640 per month for the large tenant house. This is a use that provides other public benefits in its support for the arts at the cost of reduced rental revenues.

**Arts-Related Rehearsal / Performance Space**
Local theater, dance and other performing arts groups often report shortages of appropriate facilities for rehearsals and small performances. Such organizations typically do not have the resources to fund the building improvements, but a group of organizations may be able to pay a lease rate of as much as $13 per square foot for shared use of the space.

**City of Rockville Recreation Space**
The City of Rockville’s current recreation programming for indoor fitness classes, including exercise, yoga and dance, recover 70 to 100 percent of program costs and often pay a reasonable rent to MCPS. Shifting some of these programs to the King Farm Farmstead property could reduce the need to develop alternative space for these programs.

**Black-Box Theater**
A black-box theater could serve a niche in supporting small theater and performance groups with audiences of up to 100. Typically, such groups do not have the financial wherewithal to pay any significant lease amount (assumed here at $5 per square foot) or provide any return on the City’s investment.

**Solar-Panel Field**
Placement of a solar-panel field along the front terrace lawn between Frederick Road and the dairy barns could generate additional revenue for the City of Rockville without incurring significant costs. Solar would need to be approved by the Historic District Commission as the property is in a historic district.

**Phased Reuse Alternatives**
Based on market conditions and the potential synergies amongst specific users, the four following reuse scenarios were tested for financial viability. Each individual use option
provides a revenue stream back to the City based on current market conditions. The phasing of uses reflects shifts in the market based on the development of a critical base of activity, but each use assumes independent market demand. This allows for the greatest flexibility:

<table>
<thead>
<tr>
<th>Table 4. King Farm Farmstead Scenarios</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scenario A</td>
</tr>
<tr>
<td>Main House (5,000 SF)</td>
</tr>
<tr>
<td>Tenant House 1 (875 SF)</td>
</tr>
<tr>
<td>Tenant House 2 (515 SF)</td>
</tr>
<tr>
<td>Horse Barn (5,244 SF)</td>
</tr>
<tr>
<td>Dairy Barn 1 (6,300 SF) (Small)</td>
</tr>
<tr>
<td>Dairy Barn 2 (7,100 SF) (Large)</td>
</tr>
<tr>
<td>Garage (2,020 SF)</td>
</tr>
<tr>
<td>Outdoor Lawn</td>
</tr>
<tr>
<td>Scenario C</td>
</tr>
<tr>
<td>Main House (5,000 SF)</td>
</tr>
<tr>
<td>Tenant House 1 (875 SF)</td>
</tr>
<tr>
<td>Tenant House 2 (515 SF)</td>
</tr>
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<tr>
<td>Garage (2,020 SF)</td>
</tr>
<tr>
<td>Outdoor Lawn</td>
</tr>
</tbody>
</table>


Cash flow analyses compare the phased costs of improvements to the stream of future revenues. Also considered are the costs of bringing complete utilities to the site and the annual costs of operating and maintaining the property.

Operating Costs and Replacement Reserves

While each tenant will be responsible for their own electric, gas, water and trash costs, there are some costs for the site operations and maintenance that will be required of the City. They include an estimated $98,000 to $109,000 in annual landscape maintenance, snow removal, security alarm monitoring, exterior lighting, repairs, supplies, insurance, broker fees, marketing and management contract costs. In addition, reserves for eventual upgrade or replacement of building roofs, heat pumps, sprinklers, electrical and exterior walls should total at least $51,000 per year.

Parking

Review by Gorove Slade estimated demand for parking by scenario, shown in Table 5 below:
It should be noted that these parking spaces include the planned 47-space parking lot, to be constructed behind the Garage and tenant houses within the next few years. To accommodate the full range of uses, Alternative A would require 24 additional parking spaces, Alternative C would need eight more spaces and Alternative D would require 71 additional parking spaces to support both the food hall, brewery/distillery and the black-box theater. Alternative B would not require additional parking spaces. Creating parking on a portion of the existing lawn between the dairy barns and Grand Champion Boulevard offers the potential to meet all of the non-event parking demand on-site; however, the amount of parking required to support Alternative D would preempt the community garden and outdoors event space.
The reservation of access to the existing public parking at the nearby Mattie J.T. Stepanek Park for overflow parking associated with large events at King Farm Farmstead would be important to accommodate outdoor events.

### Returns on Investment

Table 6 summarizes the results of the cash flow analyses for the four alternative mixes of uses. (The actual 20-year cash flow statements are included as Appendix Tables A-1 to A-4.) The first row shows the Net Present Value of future revenues from all of the building leases. Net Present Value relates to the time value of money and the concept that a dollar received today is more valuable than one received in a year or two. The Net Present Value represents an equivalency of today’s dollars versus the dollars spent over a period of time. Then the Net Present Value of total capital costs for building renovations, exterior landscape improvements and tenant fit-out is shown assuming that they are all funded by the City. The difference is the current value of the future cash flow to the City. The returns for the four alternatives range from -$4,158,000 for Scenario D to -$934,000 for Scenario B. The negative values shown indicate that the City would not recoup its investment from future revenues. (Note that this is not the traditional private-market calculation of return because it does not consider the value of the City-owned land or the dollars that have already been invested by the City to stabilize and repair the dairy barns and other property improvements. It relates only to the future investment going forward.) For comparison, the Net Present Value of the required improvements to renovate and preserve the buildings with no tenants and no interior fit-out would be -$7,715,000, including ongoing property maintenance costs.

<table>
<thead>
<tr>
<th>Scenario</th>
<th>Net Present Value of Future Cash Flow By Scenario</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Scenario A</td>
</tr>
<tr>
<td>Total Revenue Inflows</td>
<td>$14,341,000</td>
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<tr>
<td>Total Cost Outflows</td>
<td>$16,163,000</td>
</tr>
<tr>
<td>Net Present Value of Cash Flow</td>
<td>-$1,529,000</td>
</tr>
<tr>
<td>Net Present Value of Cash Flow with Tenant Fit-Out</td>
<td>$577,000</td>
</tr>
</tbody>
</table>


The final row reflects the fact that some specific users may be able to fund their own tenant improvements or fit-out after the City’s building renovation creates a “warm-vanilla shell” with walls, ceiling and finished floors. Those fit-out improvements would be required before a certificate of occupancy could be issued. The cash flow analysis for each scenario tested this option, when market indicators suggested that the category of tenant/end-user typically funds the tenant improvements. Generally, the residential units, child care center, Bed & Breakfast, office, rehearsal space and black-box theater were not expected to be able to fund their interior fit-out costs. Deducting those tenant contributions for building fit-out costs yields the Net Present Value of the City’s investment. Scenario A would generate the largest return to the City at $577,000.
<table>
<thead>
<tr>
<th>Inflows</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>2028</th>
<th>2029</th>
<th>2030</th>
<th>2031</th>
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<tbody>
<tr>
<td>Gross Revenues (Main House &amp; Tenant Buildings)</td>
<td>$3,377,399</td>
<td>$0</td>
<td>$70,203</td>
<td>$141,246</td>
<td>$145,483</td>
<td>$149,848</td>
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<td>Main House Gross Revenue</td>
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<td>Tenant Building 1 Gross Revenue</td>
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<td>Tenant Building 2 Gross Revenue</td>
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<td>Less Vacancy</td>
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<td>$0</td>
<td>$3,510</td>
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<td>$7,274</td>
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<td>Net MH &amp; TH Lease Revenues</td>
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<td>Dairy Barn 1 Small</td>
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<td>Dairy Barn 2 Large</td>
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<td>Net Barn &amp; Lawn Lease Revenues</td>
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<thead>
<tr>
<th>Outflows</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
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<th>2029</th>
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<tr>
<td>Building Renovations</td>
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<td>Interior Fit-Out</td>
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<td>Exterior Improvements (include lawn events)</td>
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<td>$5,452</td>
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<td>Project-Wide Exterior Infrastructure</td>
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<td>Subtotal Capital Costs</td>
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<td>$160,760</td>
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<td>Replacement Reserves</td>
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<td>$51,000</td>
<td>$51,000</td>
<td>$51,000</td>
<td>$51,000</td>
<td>$51,000</td>
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<tr>
<td>Total Outflows</td>
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<td>$984,887</td>
<td>$843,924</td>
<td>$1,835,681</td>
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<td>$5,021,814</td>
<td>$2,19,798</td>
<td>$22,228</td>
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<td>Net Development Inflows/Outflows</td>
<td>($1,821,969)</td>
<td>($732.072)</td>
<td>($984,887)</td>
<td>($843,924)</td>
<td>($1,699,497)</td>
<td>($2,059,163)</td>
<td>($4,496,446)</td>
<td>($496,951)</td>
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</tbody>
</table>

Source: Hummer Construction Resources; Partners for Economic Solutions, 2022.
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Source: Hummer Construction Resources; Partners for Economic Solutions, 2022.
## Table A-2. Scenario B Summary Cash Flow Projections

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Source: Hummer Construction Resources; Partners for Economic Solutions, 2022.
### Table A-2. Scenario B Summary Cash Flow Projections (Continued d)

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Source: Hummer Construction Resources; Partners for Economic Solutions, 2022.
## Table A.3: Scenario C Summary Cash Flow Projections

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<th>2029</th>
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</thead>
<tbody>
<tr>
<td>Gross Revenues (Main House &amp; Tenant Buildings)</td>
<td>$3,569,751</td>
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<td>$33,782</td>
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Source: Humbert Construction Resources; Partners for Economic Solutions, 2022.
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Source: Hummer Construction Resources; Partners for Economic Solutions, 2022.
### Table A-4. Scenarios Cash Flow Projections

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<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>2028</th>
<th>2029</th>
<th>2030</th>
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Source: Hummer Construction Resources; Partners for Economic Solutions, 2022.
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Source: Hummer Construction Resources; Partners for Economic Solutions, 2022.
Subject
Proposed Bus Depot and Restoration Facility Letter to County

Recommendation
Staff recommends that the Mayor and Council review and approved the draft letter to Montgomery County in Opposition to the Proposed Bus Depot and Restoration Facility at Seven Locks Road.

Discussion
At the July 11, 2022 meeting, the Mayor and Council directed staff to prepare a letter to Montgomery County in opposition to the proposed Bus Depot and Restoration Facility on Seven Locks Road. The draft letter to the County can be found at Attachment A.

Mayor and Council History
This is the first time that this letter has come before the Mayor and Council.

Next Steps
With Mayor and Council approval, staff will finalize the letter and will send it to Montgomery County.

Attachments
Draft Restoration Center and Bus Depot Letter to County (PDF)
July ____ , 2022

The Honorable Marc Elrich, County Executive  
101 Monroe Street  
Rockville, Maryland 20850

The Honorable Gabe Albornoz, County Council President, and County Councilmembers  
100 Maryland Avenue  
Rockville, Maryland 20850

Dear County Executive Elrich and County Council President Albornoz and Councilmembers,

The Rockville Mayor and Council is taking this opportunity to strongly object to the County proposal to locate a MCPS/Ride-On Bus Depot and Restoration Facility at Seven Locks Road. We would like to thank the Montgomery County representatives who provided updates on this project to the City’s governing body at our February 28 and July 11 meetings.

We applaud the County for developing a program for alternative care and support for those who are in crisis. Rockville supports the Crisis Now model, which addresses service gaps and promotes the decriminalization of those suffering from mental health and behavioral health challenges. However, we are firmly opposed to the placement of the Restoration Center at the County’s property at Seven Locks Road abutting and adjacent to multiple Rockville neighborhoods. The projected number of buses and requisite employee parked vehicles will overwhelm arterial roads and endanger pedestrian, bicycle, and vehicular safety.

Additionally, residents in the neighborhoods next to the County’s property have become alerted to these proposed uses, and they have already expressed strong opposition due to their numerous concerns about the negative impact on public safety and quality of life. This 45-bed/recliner Restoration Facility will be open every day of the year on a 24-hours a day basis. Even with a transportation plan, clients can’t be forced to use these services, and this creates the scenario for clients with mental and behavioral health challenges walking to nearby neighborhoods and city parks (Potomac Woods Park and Orchard Ridge Park) and MCPS bus stops where children await transportation. In resident emails and personal testimonies, we learned about detainees, escapees, and those released who imperiled residents. Whether entering private residences, and confronting homeowners, or attempting to enter vehicles stopped at traffic signals, or approaching neighborhood walkers and young children, these are unacceptable encounters created by a law enforcement facility located in residential neighborhoods. Just imagine how much greater will be the impact of a new and expanded services 24/7 facility releasing those with mental or behavioral health challenges, or criminal intent, back into residential neighborhoods. Furthermore, County staff indicate that they do not have a fully developed security plan in place, which is a serious concern.

Rockville acknowledges the County’s need to find a new site for the relocation of the MCPS/Ride-On Bus Depot from the County Service Park on Crabbs Branch Way. However, we oppose the proposed relocation of the Bus Depot to this Seven Locks Road location, which would place approximately 270 school buses and about 50 Ride-On buses at the facility. It is unfair to expect the adjacent neighborhoods to absorb the traffic congestion on Seven Locks Road, Wootton Parkway, and Falls Road.
with the unavoidable disruptions from a massive County transportation complex being located in the heart of their community. Contrary to County statements, MCPS leadership asserts the inability to accommodate any MCPS buses parked overnight in Rockville High Schools.

On two previous occasions, the County proposed a school bus depot at the Carver Educational Services Center in Rockville and the WINX property, just outside the City. Both proposals were vigorously objected to by residents and the City, and were withdrawn by the County. This third proposal is equally unacceptable.

The concept of integrating two new high impact uses in addition to the existing detention services is inherently flawed. In fact, we believe it is not feasible to carry out this plan, and these services should not be located near any residential neighborhood in Montgomery County. The Rockville Mayor and Council is eager to partner with you to support this important work and find an alternate location in Montgomery County that would be much better suited for these services.

We are strongly disappointed that the County recently informed us that it is not able to hold a community meeting in September, which the County committed to convene. The community and we expect a meeting in October with participation from all stakeholders. Other opportunities for engagement include a co-sponsored County and City Town Hall gathering and a walking tour of the site. Rockville would greatly appreciate a very thorough advance notification to the community with respect to the date and time for this and all future County-sponsored meetings, including the following adjacent communities: Falls Ridge, Orchard Ridge, Saddlebrook, Fallsbridge, Fallsmead, Falls Orchard, Potomac Woods, and Potomac Springs. Further, we request that all affected County departments participate so that the Seven Locks three CIP projects maybe holistically reviewed: County Executive’s Office, County Department of General Services, County Department of Health and Human Services, Montgomery County Public Schools, County Police, County Fire and Rescue Services, County Department of Transportation, County Courts, and the County Sheriff’s Office.

The Mayor and Council is grateful for the County’s ongoing engagement with the City on this important matter. We welcome a continuing dialogue as we work together to find a solution that supports our mutual goals.

Sincerely,

Mayor and Council of Rockville

cc: Rich Madaleno, Chief Administrative Officer
    David Dise, Director, County Department of General Services
    Dr. Raymond Crowel, Director, County Department of Health and Human Services
    Dr. Monifa McKnight, MCPS Superintendent
    End: three County CIP Sheets (will list in the formal submittal)
# Community Forum

## In Person Speaker and Written Comments List

*(July 18, 2022)*

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<td>Robert Kurnick</td>
<td><a href="mailto:kurnick@shermandunn.com">kurnick@shermandunn.com</a></td>
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<td>Anne Goodman</td>
<td>9807 Veirs Dr., Apt. 120 Rockville, MD 20850 301-642-2785</td>
<td>RedGate Park Concepts</td>
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<td>Dinis Camara</td>
<td>1610 Guenther Avenue Rockville, MD 20851 301-251-1610 <a href="mailto:dinis.camara@gmail.com">dinis.camara@gmail.com</a></td>
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<td>Setu van Lare</td>
<td>818 College Parkway Rockville 20850 240-425-2569 <a href="mailto:svlare@yahoo.com">svlare@yahoo.com</a></td>
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<tr>
<td>Kate Gould</td>
<td><a href="mailto:nkdgould@gmail.com">nkdgould@gmail.com</a></td>
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<tr>
<td>Anna Chung</td>
<td>507 Garden View Way Rockville, MD 20850 215-534-8473 <a href="mailto:aresek1@hotmail.com">aresek1@hotmail.com</a></td>
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<td>In Person Deborah Landau</td>
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<td>630 Goldsborough Dr. Rockville, MD 20850 <a href="mailto:hassan.tyler@gmail.com">hassan.tyler@gmail.com</a></td>
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<td>Khanh Luong</td>
<td>17085 Briardale Rd. Rockville, Md 20855 423-432-3199 <a href="mailto:konluo@gmail.com">konluo@gmail.com</a></td>
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<td>Ilsabe Urban</td>
<td>1108 Grand Champion Dr Rockville, MD 20850 206-466-8115 <a href="mailto:lurban@yahoo.com">lurban@yahoo.com</a></td>
<td>King Farm Farmstead Real Estate Market Analysis Report</td>
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<td>34.</td>
<td>Kevin Kunkel</td>
<td>214-729-7224 <a href="mailto:kwkunkel@gmail.com">kwkunkel@gmail.com</a></td>
<td>King Farm Farmstead Real Estate Market Analysis Report</td>
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<td>35.</td>
<td>Michale Dutka</td>
<td>713 Shetland St, Rockville, MD 20851 <a href="mailto:ditko86@gmail.com">ditko86@gmail.com</a></td>
<td>TXT2019-00254 To Modify the Requirements for Accessory Buildings and Structures in Residential Zones</td>
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<td>36.</td>
<td>Donald A. Master</td>
<td>307 Seth Place Rockville, MD 20850 703.969.5560</td>
<td>RedGate</td>
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<td>37.</td>
<td>Nancie Henley-Jennings,</td>
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Subject: FW: Please do not move our beloved King Farm garden!

From: Nicole Yin <nicoleyinC1@gmail.com>
Sent: Wednesday, July 6, 2022 8:36 PM
To: mayorcouncil <mayorcouncil@rockvillemd.gov>
Subject: Please do not move our beloved King Farm garden!

Nicole Yin  
607 Pleasant Dr.  
Rockville, Md

Dear Mayor and Council,

I understand that you will be considering potential uses for the King Farm Farmstead at your July 18 meeting. I understand that the Farmstead is both a park and a historic site. Some of the options you are considering are of an industrial or commercial nature that would not be appropriate for the park. We think it most appropriate that the park be used for recreational purposes as parks are intended. Also please recall that King Farm Park and Mattie Stepanek Park are designated elementary and middle school sites therefore it is probable that indeed these areas will be utilized as such. The Farmstead is TRULY designated (thru various covenants and dictates) as a PARK -The ONLY one in King Farm.

Moreover, as a garden member, I am concerned that several of the options you are considering would turn the garden and adjacent green space into a parking lot. This possibility is in DIRECT conflict with the City’s own initiative under the RAINSCAPES REBATE Program which encourages (thru grants) creating and maintaining green space for pollinators, wildlife and flood control. The KF Community Garden in its very existence already meets these goals- and has been for over 17 years. Additionally, it produces hundreds of pounds of food each season, nourishing the gardeners, their friends and families, and many food banks that feed the less fortunate. How is paving over this green space beneficial to the Community? We ask that any option you chose would maintain both the garden and green space, which so many in King Farm enjoy.

Sincerely,

Nicole Yin
Dear Mayor and Council

I had been living in the City of Rockville since 2002 and have been gardening at the King Farm Garden since October 2019 before the pandemics starting. The garden has been providing me with not only bountiful fresh veggies but also joy and happiness to my family and friends. I have been depressed since my mom passed in March 2020. Gardening everyday, has been filled the hole in my heart. Please do not take it away from me.

I understand that you will be considering potential uses for the King Farm Farmstead (both a park and an historic site) at your July 18 meeting. Some of the options you are considering are of an industrial or commercial nature that would not be appropriate for the park. We think it most appropriate that the park be used for recreational purposes as parks are intended. Also please recall that the King Farm Park and Mattie Stepanek Park are designated elementary and middle school sites therefore it is probable that indeed these areas will be utilized as such. The Farmstead is TRULY designated (thru a variety of covenants and dictates) as a PARK -The ONLY one in King Farm.

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Sincerely,

Hosanna Kuah

--

Thank You.

Have a Blessed Day!

Hosanna

~ "And we know that God causes everything to work together for the good of those who love God and are called according to his purpose for them." Romans 8:28
From: Zhaoyong Li <zhaoyongli28@gmail.com>
Sent: Tuesday, July 5, 2022 11:16 PM
To: mayorcouncil
Subject: King Farm Farmstead and KF Community Garden

From:
Zhaoyong Li & Jianmei Chen
1624 Piccard Dr
Rockville, MD 20850

Dear Mayor and Council

We understand that you will be considering potential uses for the King Farm Farmstead at your July 18 meeting. We understand that the Farmstead is both a park and an historic site. Some of the options you are considering are of an industrial or commercial nature that would not be appropriate for this park. We think it most appropriate that the park be used for recreational purposes as parks are intended. Also please recall that the King Farm Park and Mattie Stepanek Park are designated elementary and middle school sites therefore it is probable that indeed these areas will be utilized as such. The Farmstead is TRULY designated as a PARK -The ONLY one in King Farm community.

Moreover, as garden members since 2020, we have spent most of our leisure time in our plot from early spring to late fall. It brings us not only fresh vegetables, but also joy and exercises. We are concerned that several of the options you are considering would turn the garden and adjacent green space into a parking lot. This possibility is in DIRECT conflict with the City’s own initiative under the RAINSCAPES REBATE Program which encourages creating and maintaining green space for pollinators, wildlife and flood control. The KF Community Garden in its very existence already meets these goals- and has been for over 17 years. Additionally, it produces hundreds of pounds of food each season that provides nourishment for the gardeners and their friends and families, but also for many food banks that feed the less fortunate. How is paving over this green space beneficial to the Community? We ask that any option you chose would maintain both the garden and green space which so many in King Farm enjoy.

Sincerely,
Zhaoyong and Jianmei
Hi Mayor and Council,

I would like to again write written testimony in favor of the ZTAA on ADU's that the City has been considering for quite some time now. We are in an urgent housing crisis of affordability across the country and here in Montgomery County and our region. Adding ADU's is a common sense policy that will allow for people to add more housing on their own lots, a freedom that many parts of the country allow. It will allow for more housing than currently exists and in particular help senior citizens be able to live independently but in close proximity to family. But simply, allowing people to do what they wish with their own property is good and should be encouraged here.

This process has been quite slow and does not meet the urgency of this problem. This is the second time I have written on ADU's to the Mayor and Council after the "open comment period". Please move with a swiftness that recognizes that something simple like ADUs can have a profound impact on the residents of Rockville and our region.

Thanks,

Jonathan Robinson
1006 Curtis Place
Boyoung Masterson
102 Ladyshire Ln, APT B103
Rockville, Md 20850

Dear Mayor and Council

I understand that you will be considering potential uses for the King Farm Farmstead at your July 18 meeting. I understand that the Farmstead is both a park and an historic site. Some of the options you are considering are of an industrial or commercial nature that would not be appropriate for the park. We think it most appropriate that the park be used for recreational purposes as parks are intended. Also please recall that the King Farm Park and Mattie Stepanek Park are designated elementary and middle school sites therefore it is probable that indeed these areas will be utilized as such. The Farmstead is TRULY designated (thru a variety of covenants and dictates) as a PARK - The ONLY one in King Farm.

Moreover, as a garden member, I am concerned that several of the options you are considering would turn the garden and adjacent green space into a parking lot. This possibility is in DIRECT conflict with the City's own initiative under the RAINSCAPES REBATE Program which encourages (thru grants) creating and maintaining green space for pollinators, wildlife and flood control. The KF Community Garden in its very existence already meets these goals - and has been for over 17 years. Additionally, it produces hundreds of pounds of food each season that provides nourishment for the gardeners and their friends and families, but also for many food banks that feed the less fortunate. How is paving over this green space beneficial to the Community? We ask that any option you choose would maintain both the garden and green space which so many in King Farm enjoy.

Sincerely,

Boyoung Masterson
FW: Written Testimony submission with photo attachments for 7/18/22 Mayor and City Council meeting

From: Francis LaBosco <mflab@verizon.net>
Sent: Tuesday, July 12, 2022 1:31 PM
To: cityclerk <cityclerk@rockvillemd.gov>; mayorcouncil <mayorcouncil@rockvillemd.gov>; mayorcouncil <mayorcouncil@rockvillemd.gov>

Subject: Written Testimony submission with photo attachments for 7/18/22 Mayor and City Council meeting

Importance: High

Please accept the following as written testimony (with attached photos) for the 7/18/22 Mayor and City Council meeting

Dear Rockville Officials,

I am one of the co-founders of the King Farm Community Garden. In 2005/2006 I joined Carl Henn in gaining approval (at that time from King Farm Officials) to convert approx. 1 acre of land within the Farmstead into a 40-plot community garden for Rockville and King Farm residents. Immediately we gained enthusiastic interest and participation from residents of King Farm. Over the years teamwork, hundreds of hours of volunteer labor, and private funding from our members, we turned a rock laden, poorly maintained acre of soil into a lush, productive community garden. (See attached photos.) Our members come from all walks of life and from many nations. Each year our gardeners produce many typical and ethnically diverse varieties of veggies. Our gardeners indeed provide fresh organically produced food that feeds their families, neighbors, and charitable organizations. It is without exaggeration that thousands of pounds of produce have come from our KF Community Garden over the last 17 years!

Why then am I writing you?

I understand that you will be considering potential uses for the King Farm Farmstead at your July 18 meeting. As you are aware the Farmstead is both a park and an historic site. Some of the options you are considering are of an industrial or commercial nature that would not be appropriate for this park. I advocate that it most appropriate that the Farmstead Park be used for recreational purposes as parks are intended. Also please recall that the King Farm Park and Mattie Stepanek Park are factually designated elementary and middle school sites, therefore it is probable that indeed these “Park” areas will be utilized as such. In fact, the Mattie Stepanek Park parking lot is massive but clearly and evidently underutilized, and has been so for all of its existence; and it is a very short walk away from the Farmstead! The Farmstead as founded is TRULY designated (thru a variety of covenants and dictates) as a PARK -The ONLY one in King Farm.

Moreover, as a garden member (and co-founder), I am concerned that several of the options you are considering will cause the development of an additional parking area. This will impact directly on the very existence of our King Farm community’s existing long-established Garden, and the adjacent green space.

This destruction possibility is in DIRECT conflict with the City’s own initiative under the RAINSCAPES REBATE Program which encourages (thru grants) creating and maintaining green space for pollinators, wildlife, and flood control. The KF Community Garden in its very existence already meets these goals- and has been for over 17 years- without funding from Rockville City.

Retail, in today’s online market, is challenging in its very existence- and much more in King Farm as evidenced by many empty stores, for many, many years, prove. How is adding more commercial use of benefit... and to whom? (In fact, more retail is slated to open in a nearby community that is beginning development- how is Farmstead Retail going to
compete?). If such utilization ideas evolve into a proposal towards a decision, then that would be detrimental to our KF Community Garden, within this historical site, and to the King Farm community as a whole. **How is paving over this Garden and green spaces beneficial to the Community?**

Additionally, use other than retail needs to be thoughtful, careful, and deliberate in relationship to this wonderful Historical site/Park; and would necessitate the active and direct involvement of the residents of the King Farm community - but knowing that any proposal that is finally agreed upon would maintain both the existing garden and green space which so many in King Farm enjoy.

Finally, Carl and I recognized that this particular existing location was indeed optimal, in that it is walkable to by most folks in our KF community; and **concretely contributes to community cohesion**. It is also pleasing to eye (see attached photos)- a bit of wonder right here in Rockville! Moving the garden to simply point, as evidence, as having one, is not in keeping with our garden members’ focus since our founding. Relocating this well-established garden would be a fatal blow to the KF community.

We have been caring stewards of this little acre.

Evidently Rockville can proudly note that it is a Green Environmental supporter, how would that mesh with putting up an asphalt parking lot over a lush productive food producing garden- and destroying it forever? How is that in keeping with the covenants and intent of this site? Who benefits from this?

In closing I am hopeful that your thoughtful and deliberate contemplation will lead our city to have our King Farm Community Garden to remain as is, for generations to come.

Sincerely,
Francis A. LaBosco, MS PD Ret. Fed Cv. Ofc (DHHS)
300 King Farm Blvd
Apt 301
Rockville 20850
Cell 240 408 6534
To Whom It May Concern,

My name is Emily and I am a resident of King Farm. My husband and I moved here a few years ago and started our family. Some of the main reasons we decided on king farm include the community garden, historic farm, and various playgrounds. I cannot tell you how upset I am that all these areas are up for destruction. This will completely change the neighborhood, and not for the better. King Farm would loose so much of its charm and community feel, with the loss of the farmstead and garden; Taking away the park will make it so much less family friendly. Taking away places for kids to play, families to exercise, have picnics, outdoor fitness classes, dog park, etc. It would turn this neighborhood into a cement filled area, like so many other places in Rockville.

I truly hope you will reconsider all of these changes.

Sincerely,

Emily Gold

Written Testimony for July 18th meeting
Subject: King Farm Homestead

From: rinda gordon <rinda.gordon@gmail.com>
Sent: Thursday, July 14, 2022 8:19 AM
To: mayorcouncil <mayorcouncil@rockvillemd.gov>
Subject: King Farm Homestead

Dear Ms. Newton,

I visited the King Farm Homestead the other day to see the place that has been so much under discussion, recently.

I know only a little about what is being planned but wanted to bring to your attention a place called Shelburne Farms in Burlington, Vermont. It used to belong to the Webb family of railroad fame. Its buildings have been turned into museums for art of the painting kind as well as the arts of quilting and so forth. Crafts people such as old fashioned ironmongers show off their skills to anyone willing to learn. The gardens are extensive. I can't speak highly enough of what has been done to conserve the beauty of the property. It is a gift to the people of Burlington as well as the many tourists who visit each year. It also makes money!

It would be wonderful if something similar could be done with the King Farm Homestead.

I have not even mentioned the community garden aspect of King Farm. The presence of a place to garden is so important to so very many people. I think of the community gardens in the Intervale in Burlington where soil hungry refugees from all over the world share their cultural knowledge, become part of the American community, and are just plain happy while growing food. When I visited the King farm Homestead, I met a woman who spoke only Russian and maybe Ukrainian. She was so diligently caring for her little garden - and seemed to be at peace. There are so many buildings in the King Farm area, I can only imagine what a boon the gardens are to some of the residents.

If the adjacent parks are to be used for schools, it would only seem sensible to keep the King Farm Homestead safe from development. It and its buildings are vestiges of a more gracious way of living.

Just my tuppence worth about Shelburne Farms and the Intervale in Burlington, Vermont.

Best wishes,
Rinda Gordon
Dear Mayor and Council,

I am writing to you on behalf of the Cultural Arts Commission to offer our support for the request made by the Rockville Civic Ballet for dedicated space at the King Farm Farmstead to be used to support their large and very successful programming.

When the Civic Ballet came before the Cultural Arts Commission several years ago, they indicated that they lacked appropriate rehearsal space, storage space and office space. We took note of the dismal state of their current rehearsal space and the lack of climate-controlled storage space for their costumes.

The CAC fully and enthusiastically supports the Civic Ballet's request that appropriate space at the King Farm Farmstead be dedicated to this inclusive and dynamic program.

With best regards,

Karen Askin
Chair, Cultural Arts Commission
Dear Mayor and Council

I am writing to you on behalf of the Cultural Arts Commission to express the Commission’s support for including the construction of an amphitheater in Redgate to enhance cultural and performing art opportunities in the City. The CAC believes that the development of outdoor performance space is in keeping with the City’s desire to preserve the site while at the same time providing more opportunities for Rockville citizens to experience cultural and performance opportunities in the out-of-doors.

With best regards,

Karen Askin
Chair, Cultural Arts Commission
Dear Mayor and Council,

I am writing in support of accessory dwelling units, at least within a half mile of Metro. This would be one step in helping alleviate the housing crisis in the DC region where there simply isn’t enough housing, driving prices up and creating an untenable burden for middle- and low-income people. Placing additional housing near Metro will also lower vehicle miles traveled, which contributes to congestion, local air pollution, and climate change.

Rockville has a moral obligation to think beyond the complaints of local neighborhoods regarding changes that people perceive will hurt them, but in reality will allow families and friends to stay closer together. The city needs to think about the greater social and environmental good.

Sincerely,

Ethan Goffman
523 N Horners Ln
Rockville, MD 20850
Hello! I would like to submit a written letter on behalf of RCB for the next council meeting. My name is Nora Eig.

Here is my written letter:

Dear Mayor and Councilmembers,

My name is Nora Eig, and I live in Baltimore Road Rockville Maryland. I have been a part of the Rockville Civic Ballet community for about 11-12 years now, and keep in mind I am 14 years old. I am writing to implore you to consider turning the site of the King Farm Farmstead Horse Barn into RCB-dedicated space. The RCB has been a staple of Rockville’s arts for nearly 50 years since its founding by Claudia Mangan. RCB is one of the most inclusive companies you can ever find, and ever hear of. People from all ages 3-80+ years old can enjoy a place where they can learn to dance. This company has also brought many opportunities into my life, and helped me learn that I can express my feelings in a positive and healthy way. I struggled really badly, and still do with mental health since 2020, and the only thing I ever want to do, and ever feel like 100% putting my energy into is going to dance. Its not always about dance though. Being able to find a place where I fit in. I never really fit in anywhere, not school, not camps, not family gatherings either. But in Rockville Civic Ballet I always felt I had somewhere I belonged. And not only that but it is very accessible, affordable, and high quality. The RCB is in dire need of additional, climate-controlled storage space to ensure that our many beautiful volunteer-made set pieces, props, and costumes are usable for the next 50 years. We could also use a larger, more updated studio facility dedicated to ballet. I will forever remember every moment, and every memory I have in RCB. It has done so much for me, and many other people. I love this company more than anything, and more than even life itself. The city has enabled the RCB to become a home for so many of us. I ask now that you support us as we grow, so we can continue to serve the city of Rockville. I will forever be grateful for everything you have put into the company.

Thank you,
Nora Eig
Hello Mayor and Council-

I own a home in King Farm and was able to secure a garden plot this year in the community garden at the barn and homestead. The King Farm gardeners have put considerable work into the soil, deer fence and an irrigation system that keeps the gardens healthy. There are a variety of plants, vegetables and flowers that gardeners grow which work well as pollinators. The garden is kept neat through volunteer work and it gives the area a pleasant nostalgia.

I'm emailing with concern that Rockville might consider removing the garden for a parking area. I'm sure others have quoted the Joni Mitchell song to you before, but it's worth emphasizing "So they paved paradise, Put up a parking lot".

We saw the study that suggested a few options for making the barn and homestead more profitable, and like the ones that do not include a parking lot where the garden is located. I created this map to help show the distance walking to the current Mattie Stepanek parking, the area of the garden, and the area of the front paddock that could also potentially be a parking lot. There is a measure tool on the map that can be used to measure other distances and areas if you'd like to check out dimensions.

I hope this email and the others from the community help the Rockville government make the best decision for our neighborhood. We ask you to please help us keep the King Farm Community Garden.

Thank you-
Tiffany

--
Tiffany Holland
Geographer
POSITION ON BEHALF OF THE KING FARM COMMUNITY GARDEN ON PROPOSED USES FOR THE FARMSTEAD

7/18/22 Mayor and City Council meeting - Community Forum

Good evening. Thank you for providing this opportunity for citizen participation in the government process. I am Kate Gould, a resident of Rockville and president of the King Farm Community Garden. We support the city’s efforts to find a sustainable use for the King Farm Farmstead property.

The community garden represents one already successful use of the property. It would be detrimental to disrupt this already thriving part of the park.

The Garden has built a strong feeling of community among the citizens of Rockville and King Farm, who work together on a daily, weekly, and monthly basis throughout the year. Forty families maintain what many say is the best maintained garden in the region. We work together and try to support each other. The garden has been in existence since 2005. Over the years, the garden has contributed many pounds of produce to Manna and provided a learning experience for children as well as home grown food for the families to consume and to share with their neighbors. The gardeners are a diverse group, truly reflective of the city of Rockville, diverse socio-economically, ethnically and in age.

We had to temporarily discontinue our waiting list as it became unrealistic to maintain it. At this point over 50 Rockville residents are waiting for the chance to have a garden plot and we receive inquiries frequently. Demand will only grow with more residents in the new developments nearby. With worries about rising costs of food and fuel, our Rockville neighbors are seeking a reasonable amount of food security by growing their own.

Moving the garden to another location would mean starting over again with removing rocks and roots from the soil, bringing in compost to condition the soil, installing pipes and spigots connected to a water source, not to mention replacing the deer fence that was installed with gardeners’ money.

We feel strongly that the proper and best use of the Farmstead buildings is as a park to be enjoyed by the public and used for recreation programming. We
feel strongly that industrial and commercial tenants are not appropriate users of a city park.

The covenants state that “The Park Site shall be used as a site for a neighborhood park and recreational facility that shall serve the current and future residents of the Subject Property and general use”. The PES report (page 22) states “Recent changes in Montgomery County Public School policies limit the City’s ability to lease space in school buildings, resulting in unmet needs. Shifting some of these programs to the King Farm farmstead property could provide a community benefit for King Farm and other city residents”.

According to the report, (page 31) “The City’s current recreation programming for indoor fitness classes, including exercise yoga and dance, recover 70 to 100 percent of program costs and often pay a reasonable rent to MCPS. Shifting some of the City’s Recreation and Parks programs to the Farmstead could reduce the need to develop alternative space for those programs”.

If the Farmstead is developed for commercial purposes, it will be in defiance of the intentions of the grantor and in conflict with its designation as a park and historic district. It will no longer be a recreational resource.

Is important for the city to consider its own Climate Action Plan as it relates to the future development of this property.

The Rockville Comprehensive Plan 2040 (planning area 16) states among the key issues, “the uncertain future of portions of Mattie J.T. Stepanek and King Farm parks that are reserved for new schools.” This leaves King Farm “under parked”. Rockville residents prize the design of the King Farm community with its many parks and green spaces. When Mattie Stepanek and King Farm parks become school sites in the future, the Farmstead will be the only remaining actual park. It is well-known and documented that green spaces help sequester carbon emissions as well as provide better mental and physical health. King Farm is bounded by four major roads (including interstate 270) that are sources of emissions. We need the green space for our health, and that of our children.

Rockville’s Climate Action Plan section C-16 sets out the goal to implement the Comprehensive Plan to steer the densest development/ redevelopment to mixed-use, transit-served locations, reduce VMT and emissions, and conserve/restore environmental areas.
We are concerned about the impervious surfaces and removal of large trees that would be required to support the commercial development proposed in the PES study.

We need the Farmstead more than ever with so much green space disappearing. The best use of the Farmstead is as a park and recreational area. The city should focus on the needs of Recreation and Parks for more space and consider funding ways for the Farmstead buildings to be used as such. It is in the best interests of the City of Rockville to maintain this beautiful historic place, so Rockville residents can use it and enjoy it, and display it as a successful achievement of the city.
July 15th, 2022

Mayor and City Council

Re: Comments for July 18th Mayor and Council Meeting

Dear Mayor and Council,

King Farm comes before you to weigh in about how to best utilize the King Farm Farmstead. There have been many proposals over the years and not all of them had input from King Farmers. The Farmstead is an iconic part of King Farm and residents feel a special attachment to it and the buildings upon it. I know on July 18th you are scheduled to hear the consultant’s report of the Farmstead property and begin a long process of decision-making. There are several concerns from a King Farm perspective that come to mind immediately.

Traffic Concerns – King Farm believes that whatever the City decides to do with the Farmstead it should not result in increased vehicular traffic inside King Farm. The KFCA would be opposed, for example to adding an entrance at Grand Champion or Ridgmont to access the Farmstead.

Community Garden – Although the City operates the Community Garden and it is on City property, many King Farm residents have gardened that land for almost 20 years and feel an attachment to the garden. We hope that the City hears the concerns of those gardeners. Many gardeners have worked tirelessly on their plots and would appreciate being part of the decision-making process.

Keep the Greenspace – Right now there are two parks in King Farm. But as you are aware, both are future sites for schools. King Farm park will accommodate an elementary school and Mattie Stepanek park a middle school at some future date. This potentially leaves Farmstead park as one of the only large green spaces in King Farm. As such, decisions such as the one to put in a 47-space parking lot on the boundary line between the EYA Development and the Farmstead should be carefully thought out rather than done as a piece-meal approach.

Recreation Is Preferred Over Business/Commerce – In conversations I have had with members of the External Affairs Committee and others many residents have expressed a desire for using the Farmstead buildings for among other things a Community Center. As King Farm continues to grow and expand, it seems to make sense to add a Community Center or other community service.

Tie-In With MD 355 and King Farm Pedestrian Bridge – As you know, King Farm residents recently named MD 355 and King Farm intersection as the most in-need of improvement. The additional foot traffic from the EYA Development will only add to the concerns. A pedestrian overpass would be a perfect solution not only for the growing community in and around King Farm but for pedestrians choosing to use Metro to access the Farmstead.

Future King Farm Community Hearings On the Farmstead in King Farm – Obviously, this July 18 meeting is only the beginning of the process for you, the City and King Farm. I have heard from residents around the Farmstead that communication from the City has improved somewhat, but that there still is work to do. We would ask that the City provide clear communication on what is being proposed on the Farmstead and which agencies will be conducting hearings and gathering input from residents.

As the process continues, I want to offer our KFCA Community Center on Saddle Ridge as a site Community Hearings so that residents directly impacted by the Farmstead decision can hear ideas and
plans from the City and its elected officials and can share ideas and/or concerns. Like the City we also have a hybrid capability that allows us to have in-person meetings with virtual attendance.

Thank you again for your service to the City and all the time that you have spent and will spend on the Farmstead decision. Yes, the Farmstead property is for use by all of Rockville, but because of its location within King Farm, King Farm Citizens Assembly asks that you involve us in the decision-making process and ensure that the Farmstead fit with the character and desire of its neighbors.

Sincerely,

Barry Jackson
President, King Farm Citizens Assembly, Inc.
Dear City Clerk,

Please kindly include my written testimony and photos for the July 18th Mayor and Council member's meeting, where they will be discussing the future of the King Farm Farmstead Park.

Thank you very much!
Hokuma
Application No: STP2022-00433 - SITE PLAN APPLICATION: A PROPOSAL FOR THE DEVELOPMENT OF UP TO 370 TOTAL RESIDENTIAL UNITS ON APPROXIMATELY 20.35 ACRES AT 16200 FREDERICK ROAD

FOR FURTHER INFORMATION CALL: 240-314-8200

City of Rockville
Department of Planning and Development Services

TENTATIVE Public Hearing/Meeting
Purpose: HDC
Date: 7/21/22 Time: 7:00 pm
Place: Virtual Meeting - Please visit www.rockvillemd.gov for further information

TENTATIVE Public Hearing/Meeting
Purpose: 
Date: 
Time: 7:00 pm
Place: Virtual Meeting - Please visit www.rockvillemd.gov for further information

TENTATIVE Public Hearing/Meeting
Purpose: 
Date: 
Time: 7:00 pm
Place: Rockville City Hall, 111 Maryland Avenue, Rockville, MD 20850
Mayor and Council Chambers

TENTATIVE Public Hearing/Meeting
Purpose: 
Date: 
Time: 7:00 pm
Place: Rockville City Hall, 111 Maryland Avenue, Rockville, MD 20850
Judy Penny

From: Rachel Bradley <rachel.e.bradley22@gmail.com>
Sent: Friday, July 15, 2022 2:20 PM
To: cityclerk
Subject: King Farm Farmstead

Hello,

I am a resident of King Farm and I am writing to express my concern over the future use of the King Farm Farmstead. I strongly encourage the Mayor and the City Council to find uses that will not change the essential nature of the Farmstead and Community Garden and I oppose commercial uses of the site and the creation of additional parking lots.

The Farmstead is a landmark of our community. The garden brings people together at a time when community is ever more important. People have worked hard for many years to maintain that garden and farmstead area. Parks exist for recreation - for people to simply enjoy them and be in nature, away from the hustle and bustle of everyday life, including commercial entities. Bringing in commercial entities to the Farmstead would infringe on people's ability to enjoy recreation in the space.

Thank you,
Rachel Bradley
King Farm Resident
For inclusion in the Rockville July 18, 2022, meeting of the Mayor and City Council regarding the King Farm Farmstead

Dear Mayor and Council Members

The City is looking for revenues from the use of the King Farm Farmstead to recoup the considerable costs of making the existing buildings habitable and for potential tenants to pay for upkeep and maintenance of the facilities. The Partners for Economic Solutions study being considered by the City tonight, among other things, identified 1) various potential uses for the buildings, 2) four scenarios for combined building uses, and 3) the ability of the users to provide the City revenue. The study concluded that 1) the most likely users of the Farmstead buildings that could generate revenues were commercial activities, specifically a commercial kitchen and a brewery and 2) non-revenue generating users, such as City performing or other arts programs, might be self-sustaining but could not support the management and overhead costs of building use.

The City’s choice for Farmstead use is simple given the following constraints. First, the Partners for Economic Solutions study concluded that the City will not likely recoup costs to make the Farmstead buildings useable. Secondly, the Farmstead is designated both a park and historic site. Lastly, King Farm property conveyance documents require the City to construct recreational facilities on the park site designed to serve current and future residents. Recognizing this, the City, therefore, should look for ways to consolidate recreational activities in the Farmstead buildings. These activities could include performing arts rehearsal space but could also be used for activities at recreation centers, like adult pickleball, that are displaced by summer school programs.

The Partners for Economic Solutions study’s scenarios also identified the parking requirements of potential users making it possible that the existing greenspace, including where the King Farm Community Garden is, could be made a parking lot. This space should be preserved as greenspace. First, it is parkland and needs to remain such. Plans for any recreational activities should consider limiting parking to the planned parking lot behind the manse, garage, tenant, and horse barn buildings or the nearby Mattie Park—a short walk from the Farmstead. Secondly, King Farm has limited greenspace and will have less space and trees when the EYA homes are built. Moreover, both King Farm Park and Mattie Park are designated for elementary and middle school development. No matter how far off school development is, the City needs to ensure 1) that Farmstead greenspace remains green and 2) that King Farm is not under parked.

Sincerely,

Patricia Martin

306 Thompson Dairy Way

Rockville, Md 20850
Dear Mayor and Council Members

Attached is a letter discussing item 12 on the agenda regarding the King Farm Farmstead.
Dear Mayor and Councilmembers,

My name is Nancy Popson and I live at 1615 Forbes Street in Rockville. I have been a resident of the City for 23 years. For 16 of those years (with the exception of the pandemic-caused hiatus) I have attended the Rockville Civic Ballet’s production of the Nutcracker with my family. My children have taken ballet classes through the City of Rockville since 2006 and performed with the Rockville Civic Ballet (RCB) since 2014. As an adult, I have volunteered with RCB for the past 8 years, first as a stage parent, then as a founding member of the Friends of Rockville Civic Ballet, and finally as a dancer in RCB performances.

I am writing to ask you to consider turning the site of the King Farm Farmstead Horse Barn into RCB-dedicated space. The RCB has been a staple of Rockville’s arts for nearly 50 years. RCB provides affordable, accessible, and high-quality ballet education and performance to the Rockville community, with the focus of empowering people of any age, shape, color, background and experience who want to dance. The RCB is in dire need of additional, climate-controlled storage space to ensure that our many beautiful volunteer-made set pieces, props, and costumes are usable for the next 50 years. We could also use a larger, more updated studio facility dedicated to ballet.

The city should be proud of the support it provides to the arts, and in particular its support for the RCB. You have helped to create a unique community that supports all dancers and brings ballet into the lives of city residents. As a resident of Rockville, I know that the city cares about diversity, about equity, about art programs, and about opportunities for residents of all ages and backgrounds. Providing expanded support for RCB checks all of these boxes. I ask now that you support RCB as we grow, so we can continue to serve the city of Rockville.

Thank you,

Nancy Popson
July 15, 2022

Dear Mayor and City Council,

I have been a member of the King Farm Community Garden for the last 10 years. Through the garden, I have gotten to know a very diverse group of my neighbors, diverse in age and ethnicity. A group that if it wasn’t for the garden, we likely wouldn’t meet or interact. This, in so many ways, represents our city and is why I choose to make Rockville home for my family.

To many of us, the garden has been a source of both mental, physical, and nutritional health. This is such a wonderful asset of the city and specifically the King Farm Farmstead. I understand the City’s desire to make the farmstead into a park that is usable and benefiting Rockville residents. The community garden is one example of how this property is already very successfully meeting that desire. I ask that you don’t disrupt our 1-acre garden in your planning for the future of the farmstead. It doesn’t make any sense to take away something that is already successfully engaging citizens today.

Furthermore, I struggle to understand why we are evaluating a Real Estate and Market Economic Analysis for this property. The Farmstead property has a covenant requiring that “The Park Site shall be used as site for a neighborhood park and recreational facility that shall serve the current and future residents of the Subject property and the general public”. The study that you will discuss tonight states that it “does not consider specific reuse of buildings for public use, such as City of Rockville storage, recreational facilities, or open space”. Therefore, what is proposed in this analysis does not seem to be in line with the covenant on the property.

I believe that the use of this property should be as a park and for recreational use. The city should not play the role of a commercial or industrial landlord. This is not the role of a Parks and Recreation Department and I worry, seeing how other commercial space on 355 struggles, that these efforts would be unsuccessful.

Sincerely,

Anna Chung

Rockville Resident since 2011
I write to you as a concerned citizen and a resolute advocate of the Rockville Civic Ballet (RCB). At a time when, across the country, extracurricular activities and the arts in particular are being squeezed by state/local budgets and the political culture wars, Rockville stands out for the way it has continued to support the RCB.

Given this context, Rockville stands on the precipice of being able to become a regional arts and cultural Mecca by granting additional space specifically dedicated to RCB, by doing so you are not just preserving but growing a vital form of artistic expression.

As a resident that has invested time and resources into making the RCB all that it is, I ask you to join me in boosting RCB into its rightful place as the threshold to which our neighboring communities aspire.

K. Hassan Tyler
Dear Mayor and Council,
While I am sure that public service has many frustrations and disappointments, one of the satisfactions and pleasures must be having the opportunity to preserve a tract of land such as Redgate for many generations. In that regard, I know there are still some details to be worked out. I encourage you to support establishing Redgate as an Arboretum and educational center emphasizing native plants and the community they create.
Sincerely,
Marsha Douma
Sent from my iPad
Dear Mayor & Council:

Just before the pandemic hit, the journey to save RedGate Park began. Through the broad and sustained efforts of Rockville residents, the Mayor & Council, and City staff, we are now poised to formally define the character and identity of RedGate for years to come.

Friends of RedGate Park would like to state our strong support for establishing an arboretum emphasizing plants native to Rockville as the central feature and identity of RedGate Park. At its core, this will foster and sustain the community that has formed around preserving and enjoying RedGate. From dog walkers, hikers, birdwatchers, to Weed Warriors, a diverse yet connected community has evolved.

Already Girl Scout Troop 3624 and Friends of RedGate Park have established and are maintaining a 400 sq. ft. Monarch Waystation. Rockville Weed Warriors have volunteered hundreds of hours at RedGate, many by students from our local schools earning student service learning hours for graduation. There exists an active interest and commitment to RedGate Park.

We would ask that events at RedGate Park be explicitly limited in size and not include lights or amplification. RedGate Park has evolved and is being used as a quiet and serene place in the middle of a busy city. Large, loud events diminish that identity, and their presence will always be contentious.

Friends of RedGate Park would again like to express our heartfelt appreciation for the exemplary work done to make RedGate a central feature of Rockville for generations to come.

Thank you,

Wayne Breslyn
Friends of RedGate Park
www.RedGatePark.org
My name is Khanh Luong, I am a board member of King Farm Community Garden.
I would like to ask to have this email record in the mayor and council meeting on July 18 at 7:00pm.

I am a board member of the King Farm Community Garden. We have benefited tremendously from having the garden at the farmstead. We share our harvest with family, friends, and the community. They love the garden at the farmstead. They agree this place is a hidden oasis. I am fortunate to have an opportunity to garden at the farmstead. I hope to continue these joyful memories and stories with my family, friends, and the community. I trust the city council members make the right decision so that this hidden oasis gets to be loved by our generations to come. The decision of city council members to preserve the garden at the farmstead will be remembered, and the stories will continue and give its citizens hope.

Very Respectfully,

Khanh Luong
Dear Mayor and Council Members

My name is Tracy Jackson, and along with my husband and two daughters we are members of the King Farm Community Garden and have been for over 10 years.

My girls were very little when we started with our plot in the Garden. The oldest is now 15. They have grown up weeding, planting, playing with worms, and harvesting the tomatoes and other things we plant annually. When they were younger they used to eat tomatoes directly off the vine. These are the things that memories are made of.

I am sure that many families in King Farm and around the area have similar stories.

I have seen the garden function as the center of a community of like-minded people and also seen the happiness it brings to many – including my mother.

Please don’t take that away for the sake of putting down a parking lot.

I realize that there are many decisions to be made about the use of the Farmstead and making the site more usable. But for almost 20 years this garden has existed and thrived. There is even a waiting list of people who want to be a part of a well-run and well-maintained garden.

We have spent a considerable amount of time and money improving the soil. I know that others have done even more work. The garden itself has erected fencing and an irrigation system at our own expense.

The garden simply isn’t something that can be moved or replaced. Or just abolished.

It seems the wrong message for the City to be sending that we could even be debating removing a thriving and productive green space and replacing it with a parking lot.

So, when you are debating the ideas for uses of the Farmstead I hope that you will take removing the community garden off the table in your discussions.

The garden has been for over twenty years and it has thrived. It has been through many Mayor and Council discussions of the use of the Farmstead and while they have not come to fruition the garden has thrived. Please don’t take it away.

Sincerely,

Tracy Jackson
508 Longhorn Crescent, Rockville MD
From: Susan Daniels  
501 Garden View Way,  
Rockville, MD 20850

Dear Mayor and Council

I am a 20 year resident of the King Farm neighborhood and a member of the King Farm Community Garden, which is a part of the King Farm Homestead site managed by the City of Rockville. I have appreciated the beauty and peacefulness of this unique spot in our neighborhood over the years. I understand that you will be considering potential uses for the King Farm Farmstead at your July 18 meeting. I understand that the Farmstead is both a park and an historic site. Some of the options you are considering are of an industrial or commercial nature that would not be appropriate for the park in keeping with its designation as a park. I think it most appropriate that the park be used for recreational purposes as parks are intended. Also please recall that the King Farm Park and Mattie Stepanek Park are designated elementary and middle school sites therefore it is probable that indeed these areas will be utilized as such. The Farmstead is TRULY designated (thru a variety of covenants and dictates) as a PARK -The ONLY one in King Farm.

Moreover, as a garden member, I/we/am are concerned that several of the options you are considering would turn the garden and adjacent green space into a parking lot. This possibility is in DIRECT conflict with the City’s own initiative under the RAINSCAPES REBATE Program which encourages (thru grants) creating and maintaining green space for pollinators, wildlife and flood control. The KF Community Garden in its very existence already meets these goals- and has been for over 17 years. Additionally, it produces hundreds of pounds of food each season that provides nourishment for the gardeners and their friends and families, but also for many food banks that feed the less fortunate. How is paving over this green space beneficial to the Community? We ask that any option you chose would maintain both the garden and green space which so many in King Farm enjoy.

Some possibilities I would suggest, if maintaining the open grassy area adjacent to the garden is not desirable, would be making this area into a sculpture garden featuring work by Rockville area artists. The space could feature trees, flowers, walking paths, benches, and rotating or permanent art installations by local artists. The community garden would add another feature, and signage could be created to teach visitors about our garden, organic growing, and pollinators. I would like to see the farmstead barns used in a way to support community programs for children and adults - art, music, youth-centered activities. I understand a parking lot
is being build adjacent to the smaller farm buildings and there is a large parking lot nearby at the Mattie Stepanek park which is underutilized. With those two parking areas available, more parking is unnecessary.

I would urge you not to simply pave over the garden in an effort to bring commercial uses to the buildings. Downtown King Farm already has opportunities for commercial activities. Please help keep the park in use as a park in such a way that it can contribute to green space and environmental stewardship, and be enjoyed by young and old residents of the neighborhood and nearby areas for years to come.

Sincerely,

Susan Daniels
Hello,

I would like to submit a comment related to the King Farm Farmstead Development topic in tonight's meeting.

I am concerned by the push towards finding revenue generating uses for the Farmstead and the idea of essentially repurposing a city park to a more commercial use.

I find this particularly concerning given the increased development nearby, not just the EYA development next door, but also that near the Shady Grove metro. I am not opposed to this development but rather focusing on the fact that more people living nearby will put more pressure on both the existing green space and parks programming for those residents. It seems the city should be focusing more on making sure the parks department will be able to serve both current and projected new residents.

While the Farmstead does need a direction it feels like the city is taking a bit of a "throw things up and see what sticks" approach rather than a measure of what the city residents actually need for services.

The current plan for the 47 space parking lot in the Farmstead, is an example of what I mean. It is proposed without a clear purpose except for maybe leading to a greater likelihood of some sort of use of the Farmstead in the future.

This parking lot does not seem coordinated with the plans set before the council tonight and may not even be adequate for the needs some of the proposed plans. It seems that the parking lot is being constructed because it can be, not because it will actually be the best placement and design for the future site uses. And maybe it is being built just to show some action is being taken towards developing the site.

I hope that with both this lot and with the broader proposals tonight, more emphasis will be focused on the long-term recreation and green space needs of the citizens of Rockville.

Thank you,

Ilsabe Urban
1108 Grand Champion Dr
Rockville, MD 20850
Dear Sirs:

I (we) are totally AGAINST fully developing the King Farm land for townhomes / condos. The garden is needed as are the parks. Putting schools in where the parks are means a loss of much needed green space. The "wild" habitat is home to deer, rabbits, raccoons, ground hogs and much more. Urbanization will destroy this habitat. Where will the animals live? The existing schools can be expanded to accommodate whatever growth needs exist.

DO NOT DESTROY OUR GREEN AREAS!!!

Thank you
Kevin Kunkel

T: 214) 729-7224
Skype: kwkunkel
Kevin Kunkel

T: 214) 729-7224
Skype: kwkunkel

---------- Forwarded message ----------
From: Kevin Kunkel <kwkunkel@gmail.com>
Date: Mon, Jul 18, 2022 at 9:18 AM
Subject: King Farm Development
To: <mayorandcitycouncil@rockvillecitycouncil.gov>

Dear Sirs:

I (we) are totally AGAINST fully developing the King Farm land for townhomes / condos. The garden is needed as are the parks. Putting schools in where the parks are means a loss of much needed green space. The "wild" habitat is home to deer, rabbits, raccoons, ground hogs and much more. Urbanization will destroy this habitat. Where will the animals live? The existing schools can be expanded to accommodate whatever growth needs exist.

DO NOT DESTROY OUR GREEN AREAS!!!

Thank you
Kevin Kunkel

T: 214) 729-7224
Skype: kwkunkel
Sorry I think I mistakenly sent this in for last week's meeting instead of tonight's.

Dear Mayor and Council,
I support ZTA TXT2019-00254! I think this particular amendment has been discussed to a somewhat unreasonable degree; it's been on the agenda a number of times before. Let's not let a few loud voices bog down forward progress on addressing Rockville's acute housing needs. Polling indicates zoning reform steps like loosening up restrictions on ADUs are actually quite popular, but you'd never guess that based on our current public input processes which select for people who are generally upset about any changes. Attached are some recent results related to public opinion on missing middle housing and Thrive 2050.

-Michale Dutka
713 Shetland St, Rockville, MD 20851

full poll results from Data for progress
To: Rockville City Council Members
Re: RedGate Park Planning

In the recent RedGate Park Update e-mail, Wayne stated "A number of Friends of RedGate Park will speak at Community Forum on the 18th to express support for the arboretum and ask that large loud events do not take place at RedGate. At this time we’re not asking for your email advocacy." There are a large number of citizens and surrounding residents who have been involved in the future of RedGate, and there are a variety of positions from these folks which may not be entertained by those who come to speak, including myself as I am relegated to the services of an election worker.

Continuing to include an amphitheater in the plan clearly goes against the wishes of a large majority of City residents. When discussion of the amphitheater comes up, mentioning that a better location would be on the Mansion property where there is the big (sleding) hill, better access, parking, and pre-existing infrastructure – the response regularly is "Yea that makes total sense". As Mayor Newton has repeatedly mentioned that she would like an amphitheater, placing it on the Mansion property would provide the ability to also name it something like the "Newton Music Center" where the Nighthawks would love to continue playing. And the Mansion property would expand to be a year-round performing arts destination, which could include the former summer movies in the park.

There is some concern that we do not need an outdoor amphitheater/pavilion, as Montgomery County or the City of Gaithersburg is currently planning to construct one nearby. Looking to historic Arlington, they have had a neighborhood amphitheater since I was a child, and it has recently been renovated to continue hosting local events for residents of the community. It should be evaluated for consideration of a similar amphitheater in East Rockville. Not at RedGate. (https://www.arlingtonva.us/Government/Programs/Arts/Programs/Lubber-Run)

As Councilmember Pierczala has repeatedly stated, he would like Rockville to be more like Arlington. Large planning and development projects in Arlington are managed through broad task forces which include members from all the necessary areas of expertise, planning, and the public, which will be touched by the intended project. I'm wondering why Rockville does not have a similar process for projects such as RedGate.

One thing I have tried to understand, through the decision making process of moving Hometown Holidays to RedGate, is how decisions are made in the City. Councilmembers claimed they knew of the proposal but "punited" on the plan to move it. The City Manager stated that the Council was presented with the plan months before it came to the attention of residents but "passed" on any decision. I find it hard to believe that staff would make a decision with such magnitude and impact without first getting direction and approval from the City Manager and/or the Council, and that the Council would not at least inquire and comment on such a consequential change. It makes one wonder who is in charge of decision making in the city. Continuing to accept the City Manager's regular excuses that we cannot have large events in Town Square because a few residents complain, and now, that we have lost a few hundred parking spaces due to the new development, holds no weight for such a decision. The stellar arts event in Town Center a few weeks earlier was such a well planned, executed, and attended event, I would question whether VizArts would be a better choice for planning all Town Center events in the future.

The RedGate property is the last remaining undeveloped expanse of Nature in the city, and to consider developing it just because it's there, leaves many folks wondering if some on the the Council, the City Manager, and staff do not understand that we are suffering from, and succumbing to the forces of global warming and the responses of Nature, and we cannot continue to consider development as the answer to everything which requires budgetary funding.

I am quite surprised that the website for the RedGate planning has not been updated to reflect the date and final information provided for the City Council discussion: https://engagerockville.com/redgate-park

We do not need development at RedGate which would require the significant construction noise and disruption affecting the existing birds and other animals who have made the golf course their habitat for decades. The excessively synthesized, amplified, and repetitive beat from a band at the Saturday Hometown Holidays event, for hours on end, most certainly affected the animals which live there. Keeping it as an animal sanctuary, educational destination for our youth who have little connection with nature, and for the peacefulness, appreciation, and sanctity of those who currently enjoy the property in a variety of ways, will be a significant resource for present and future residents of Rockville and the community. There is no other place in the City which can be claimed to have such a unique aura of a natural ecosystem.

Thank you,
Donald A. Masters
Dear Mayor and Rockville City Council,

I am writing because I understand that you all are considering potential uses for King Farm park at your July 18th meeting. I am writing to express my opposition to developing the park for business or moving the King Farm garden from its current location.

My story about the garden is bigger than myself and my family. The nourishment that the Garden gives this community ripples beyond King Farm. I am just one gardener, one resident of the community, and I know that just my reach from this garden is, by itself, at least 20 miles long. The cumulative reach of the King Farm gardeners is certainly considerably larger.

My name is Nancie Henley-Jennings. I am a clinical social worker and psychotherapist. My family and I have lived in King Farm since 2017. Our son, Oak, has grown up learning to walk and run through the field behind the barn and hay loft. This year he harvested his first zucchini in the garden. He’s five, and on the autism spectrum, and he’s a very diligent gardener. He knows where every gopher hole in the farm is. He is emotionally invested in ensuring all of the plants in the garden get just the right amount of water and TLC.

Because of his autism, Oak is in a constant state of sensory seeking from the moment he wakes up. You will find him, most mornings, running from the field to the backside of the Stepanak park. On our way home from the playground, we stop at our garden plot to plant seeds, pick vegetables, smell each flower, and water the plants (all of the plants). At night, we go back to pick the evening’s vegetables and herbs for dinner.

It sounds like an easy life. And occasionally, it is easy. But with a kid who isn’t neurotypical, we have to work harder than most to maintain that ease. Having the garden, and the farm, has been truly paramount in providing us with that stability.

Children with autism often have challenges with sensory and social/emotional issues. Foods that taste too big or sour, noises that are too loud, artificial lights and textures and environments - sensory challenges in every environment make daily life a struggle for kids on the Autism spectrum. Oak has all of these challenges. King Farm is a surprisingly loud development throughout the neighborhood and especially in its parks. Both parks have many sensory challenges and are not designed to be adaptive for kids with special needs (please see Blandair Park West in Howard County). Furthermore, the fastidious level of mowing and edging throughout the neighborhood mean most mornings are too noisey for a regular stroll down a regular street for us.

The garden is one of the few places in the neighborhood where Oak and I can slow down, be still, and stick our hands into dirt or examine bugs without being intruded upon by screaming children, gas powered lawn equipment, or sports teams. Growing his own fruits and vegetables has led Oak to explore and develop new tastes and textures in a way he never did before (even with services for this specifically). He is especially fond of the sage and cilantro.

The garden’s nourishment of my son has been a tremendous relief to me during an incredibly stressful time. That relief has been felt by my clients as well. Prior to the pandemic, I split my time between being home with our son and slogging the 20 miles into downtown Washington, DC. The pandemic brought a tremendous upheaval of my entire life. My son lost his schooling and special services. My marriage imploded. I was furloughed from my job. My world tilted on its axis almost completely.

And at the same time, like most psychotherapists during the pandemic, my caseload swelled to beyond full, where it has stayed since. As a mental health provider, and a mom, I had to find the ingredients to create stability in my ruptured life, because too many people were depending on me. The garden has helped me do that.

Since the pandemic, my office shifted from downtown Washington, DC to my home in King Farm where I provide telehealth services. I am blessed, in a way, to be able to spend hours and hours each day listening to my client’s stories, offering them empathy and support, helping.
them learn to be mindful of their lives, their emotions, and their thoughts. I do this work better, now, from my home, which is across the street from the Garden.

Giving at this level, during a pandemic, while also going through a personal crisis has been very difficult stuff. I am a trauma therapist by training. My job is to listen to the hard stuff. I have worked in crisis, mental health, and trauma services for over twenty years. I signed up for my job knowing it was going to be hard. But no one is prepared for a divorce in a pandemic with a special needs toddler - not even a trauma therapist.

On days when I have absorbed the 7th or 8th story of grief or shock or trauma, the garden reminds me of the beauty and dignity of life and work. On days when I feel like I can’t hold any more pain, I can go outside to the garden, and give my pain to the earth. And most days when I walk to the garden, there will be at least one person there for me to talk to. I know I will find a tomato to pick, a flower to smell, a weed to conquer. The garden gives me all of the ingredients I need for stability and hope and resilience. In turn, I can give these qualities back to my son and my clients.

I can thrive in this because I know that tomorrow there will be a new day in the Garden. I could not do that slogging 20 miles each day into the concrete island of Downtown DC - or anything resembling an approximate. Please do not move or pave over our garden.

Kind regards,

Nancie Henley-Jennings, LICSW, LCSW-C
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<td><a href="mailto:a_1_schwartz@yahoo.com">a_1_schwartz@yahoo.com</a></td>
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<td>Virtual Speaker by Computer Silvie U. Gallardo President, FRCB</td>
<td>6225 Lone Oak Drive Bethesda, MD 20817 202-309-2530 <a href="mailto:president@friendsrcb.org">president@friendsrcb.org</a></td>
<td>Rockville Civic Ballet King Farm Farmstead Real Estate Market Analysis Report</td>
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<td>Virtual Speaker and Written Comments Robert G. Thomson KFCG Board of directors</td>
<td>805 Reserve Champion Dr, #303, Rockville, MD 20850 301-529-1274 <a href="mailto:bobbythomson1949@gmail.com">bobbythomson1949@gmail.com</a></td>
<td>King Farm Farmstead Real Estate Market Analysis Report</td>
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<td>Virtual Speaker by Computer Johanna Camara</td>
<td>1610 Gruenther Ave. Rockville, MD 20851 301-461-5928 <a href="mailto:johanna.camara@gmail.com">johanna.camara@gmail.com</a></td>
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<td>Virtual Speaker by Computer Bridgette Pfeuffer</td>
<td>571-277-7395 <a href="mailto:brpfeuffer@hotmail.com">brpfeuffer@hotmail.com</a></td>
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Good evening. I join you tonight as a member of the Human Services Advisory Commission to talk once again about mental health. First, let me thank the Mayor and Council for their investments in services to support school-based mental health and social emotional development. Our programs complement the offerings of Montgomery County Public Schools to provide a wide array of resources to students from Kindergarten through 12th grade and their families. But I think we all know that it just isn't enough.

According to national data, one in six children have a mental health condition, but only half receive any mental health services. 4.4% or approximately 2.7 million children aged 3-17 have diagnosed depression, 9.4% or approximately 5.8 million have diagnosed anxiety. And these are just the children who are identified. If you think about the students you may come across in your life, I bet you know at least a few who have struggled with mental health issues including some that affect important executive functioning skills such as staying focused, organized, and motivated to learn.

Mental health issues often show up in the classroom as students who present with either behaviors that are disruptive or withdrawn. Some of these children may act in extreme ways, with data showing suicide attempts increasing at least fivefold among 10 to 12 year olds. All of these mental health needs create extreme stressors for educators as they try to support
children to achieve and grow. In fact, the number of teachers leaving the field has grown exponentially since the pandemic. Many teachers are simply at their wits end, feeling like social emotional learning is the priority, while the push to address the academic achievement gap created by the pandemic is a constant pressure. They simply need more support. Our existing collaborative systems just aren’t enough. There are a wide range of services in place in schools, and yet there are daily reports of mental health needs throughout the public schools within the City of Rockville.

As we start to think about the upcoming academic year, I ask the Mayor and Council to collaborate with the County Executive, County Council and State level representatives and administrators to think outside of the box. We need ways to get students and families the mental health supports they need in seamless, accessible ways. We need to meet students and families where they are within our schools and communities, finding ways to individualize as needed, but more importantly, to promote prevention where possible. Our youth development, community and youth services programs, and caregiver grants are just a few vehicles to do these things. Through additional funding, more widespread use of these programs could impact the children who don’t even know they need support. Also remember that the earlier we address mental health in children the better. Consider ways to expand City partnerships with providers who work with families of young children from birth
to five such as Head Start and Early Head Start, preschool special education, child care, and pediatric health providers.

We need to think about the adults, too. As I mentioned, teachers are leaving the field because they are exhausted and stressed by the level of need their students and families are experiencing. They need wellness for the sake of wellness, not just to help students reach academic goals. And families are still working to make ends meet, so they need support too. Some of our caregiver grants also meet these needs, but their work is like a bottomless bucket. It never feels full. The City needs to offer them more resources to help them succeed in addressing the needs.

All of the social service activities managed by the City of Rockville are just the beginning of this work. Growing these programs, maintaining seamless coordination with other school- and community-based programs, and making sure every Rockville resident knows about and can access these programs will help contribute to the solution.

Finally, consider what life would be like if seeing a mental health professional was just like seeing a medical or dental provider. What if we saw mental health checks as a regular component of individual wellness and health promotion? One of the most critical things the Mayor and Council can do within conversations with leaders at the county, state, and federal levels
is to advocate for and support policies that create true mental health parity in health insurance. Mental health parity is a critical solution to access for all individuals, demonstrating that we, in this country, value everyone’s health and wellbeing in comprehensive ways.

Again, thank you for your time and all that you do for the residents of the City of Rockville. If we, the members of the Human Services Advisory Commission, can offer you any specific information and guidance as you continue to address mental health and broader social service needs within the City, please let us know!
Honorable Mayor Newton and City Council Members,

Please find attached my personal feelings regarding moving KFCG to a different location.

My wife and I have lived in King Farm for the last six years. KFCG has a unique location which provides peaceful relaxation to its members and a bucolic touch to the surrounding Homestead and neighborhood.

Please reject any idea for development of the Homestead which involves moving KFCG.

Robert G. Thomson
King Farm Resident, Rockville voter, KFCG board of directors
805 Reserve Champion Dr, #303, Rockville, MD 20850
301-529-1274
The location of King Farm Community Garden is unique and special not just for the members of the garden but also for citizens of Rockville.

For the City of Rockville and its non-gardener residents, our community garden fulfills a historic function inside the King Farm Homestead Historic District. Our garden provides the only current evidence of the historic agricultural activities which occurred on the homestead. The King Family must have had a garden plot near their residence which likely grew vegetables, flowers and herbs. The King Family garden plot was likely within sight of the white-washed barns and silos just like the current community garden.

Curious Rockville residents and visitors to King Farm frequently stop by the garden to admire its beauty. Those visitors comment on the picturesque location and the wonders of seeing agricultural splendor within the King Farm community. Visitors treasure the history of the unique location and frequently ask about the barns and silos, expressing pleasure at seeing a garden with those buildings as the backdrop.

The garden should remain at its present location since it enhances the historic heritage the garden encompasses.

Having traveled to other historic homes in our area and throughout the United States and Europe, I have noted that such homes customarily showcase vegetable, herb and flower gardens. Those other historic locations with the showcased gardens provide insight about how historical figures lived their lives by including gardens. Mount Vernon and Monticello, as local examples, include gardens. Many residences I have visited in Europe do the same, bringing history to life. Moving the King Farm Community Garden from its current location would destroy this last vestige of historic agricultural activity.

For the members of the King Farm Community Garden, the current location provides more than a place to grow things. People can grow things almost anywhere - on a deck, on a rooftop, in a parking lot, or any number of other locations.

I have been a member of the community garden for four years, but have been growing things most of my adult life. King Farm Community Garden’s space is unique. No place else I have gardened felt as historic or as pastoral as the current location. With the barns and silos as a backdrop, like a blank canvas, I have seen my garden as part of a historic landscape which brings the colors of spring, the ripened fruits of summer, and the fading life of autumn to that canvas and to everyone in the community, not just the garden community.

Many a morning or evening I have stood in the garden and soaked in the ambience of the hilltop location with its breezes that carry the sounds of the community from the hum of insects and
chirps of birds to the whistle of the trains traveling not far away. It is a special place which would be lost if forced to move elsewhere.

Members of the garden community cherish its location not only for its association with the historic farm and scenic location but also because it is an island of peace in the sea of residences that surround it.

So because the citizens of Rockville, the City of Rockville itself, and the members of the community garden gain unique benefits from the garden’s location, I, as a member of the King Farm Community Garden Board of Directors, ask you to make a commitment to keep the garden where it is now regardless of future uses to which the historic barns are ultimately put.