



## **Takoma Park City Council Meeting – July 27, 2022**

### **Agenda Item 8A**

#### **Voting Session (Consent Agenda)**

8A-1. Resolution Authorizing a Contract with Montgomery County for the Inspection of Residential Rental Facilities

8A-2. Single Reading Ordinance Authorizing Montgomery County to Administer and Enforce City Laws Relating to Inspections of Residential Rental Facilities

#### **Recommended Council Action**

The Department of Housing and Community Development (HCD) recommends that the City Council approve the Memorandum of Agreement with the Montgomery County Department of Housing and Community Affairs to provide the inspection of all rental residential facilities located within the City of Takoma Park, MD.

#### **Context with Key Issues**

There are approximately 615 active rental facilities and 3,736 active rental units within the City of Takoma Park. Section 6.08 of the Takoma Park Municipal Code requires that rental facilities be licensed and regulated in such a manner as to ensure the protection of the health, welfare and safety of those persons residing in or visiting such premises. One step in the process of obtaining and maintaining a rental license is the successful completion of a licensing inspection, which occur annually or bi-annually depending on condition of the building during the last inspection.

Rental facilities are determined to be in compliance based on to their adherence to Chapter 6.12, Property Maintenance Code of the municipal code. During the inspection all interior and exterior areas of the rental facility and each rental unit of the rental facility are inspected. In order to obtain a license, there must be no uncorrected violations of the Code.

Since 2003, the City has worked with the Montgomery County Department of Housing and Community Affairs (DHCA) for rental housing inspection services. HCD would like to continue the partnership with DHCA and will present to Council a three-year Memorandum of Agreement for inspection services. The value of the Memorandum of Agreement is \$274,330 for a 12-month period. The Memorandum of Agreement also includes an automatic renewal of one year and an additional two-year renewal if authorized by the Takoma Park City Council.

Section 401(b)(24) of the Municipal Charter authorizes the City to enter into agreements with other local governments for cooperation in performance of governmental functions.

#### **Council Priority**

A Livable Community for All; Engaged, Responsive, Service-Oriented Government

#### **Environmental Considerations**

N/A

**Fiscal Considerations**

Contract services for a 12-month period: \$274,330. Funding for the DHCA inspections have been budgeted for as a part of HCD's Housing Division contracts line item for in Fiscal Year 2023.

<b>Estimated Cost Breakdown for Takoma Park Contract</b>	
Personnel Costs for 2.0 FTE Inspectors & 0.5 FTE Admin Staff	266,450
Annual software licensing and IT service charges	2,880
Operating Expenses (i.e., travel, vehicle maintenance, uniform, office supplies, mailing, legal case consultation, etc.)	5,000
<b>Total</b>	<b>274,330</b>

**Racial Equity Considerations**

The rental licensing program and the associated DHCA inspections ensures that adequate resources are being provided to preserve and encourage quality affordable housing for the City's renters, many of whom are people of color.

**Attachments and Links**

- Draft Resolution
- Draft Ordinance
- Approved DHCA Contract
- [eProperty Data Mining \(online access to code enforcement complaints\)](#)
- [Takoma Park – Rental Housing Licensing](#)

Introduced by:

**CITY OF TAKOMA PARK, MARYLAND**

**RESOLUTION 2022-**

**RESOLUTION AUTHORIZING A CONTRACT WITH MONTGOMERY COUNTY DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE INSPECTION OF RENTAL RESIDENTIAL FACILITIES**

- WHEREAS**, by Resolution 2003-8, adopted on February 19, 2003, the Council authorized the City Manager to execute a Memorandum of Agreement (“MOA”) with the Montgomery County Department of Housing and Community Affairs (“DHCA”) for the inspection of all residential rental facilities located within the City’s corporate boundaries and said MOA has since expired; and
- WHEREAS**, by Resolution 2009-57, adopted on September 28, 2009, the City Council authorized the City Manager to execute a renewed MOA under terms substantially similar to those authorized by Resolution 2003-8; and
- WHEREAS**, as stated in the City’s Fiscal Years 2019–2030 Housing and Economic Development Strategic Plan, the City’s goals include “having a range of safe, high quality, affordable, and stable housing available throughout the community[;]” and
- WHEREAS**, the City proposes to continue to provide safe, quality, and stable rental housing by entering into an agreement with DHCA for the provision of residential rental facilities inspections by DHCA; and
- WHEREAS**, in 2009, City entered into a renewed MOA with DHCA, under which DHCA was responsible for inspecting residential rental facilities within the City’s corporate boundaries, which has since expired; and
- WHEREAS**, Section 5-205(e)(3) of the Local Government Article empowers the City to enter into agreements with other municipalities for the provision of municipal services; and
- WHEREAS**, pursuant to the City of Takoma Park Charter § 401(b)(24), the City is authorized to make agreements with governmental entities, including counties, for the joint performance or for cooperation in the performance of governmental functions; and
- WHEREAS**, the City believes that said agreement, a form of which is attached hereto, will allow for the continuation of its successful partnership with DHCA, which has, since initiated in 2003, proven to be an effective and efficient means of providing quality and affordable rental housing inspections.

**NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND:**

**SECTION 1.** The City Manager is hereby authorized to execute an agreement with DHCA for the inspection of all residential rental facilities located within the City of Takoma Park, Maryland.

**SECTION 2.** The City Manager is further authorized to renew, as appropriate, said agreement for up to one additional one-year term.

Adopted this \_\_\_\_\_ day of July, 2022

Attest:

\_\_\_\_\_  
Jessie Carpenter, CMC  
City Clerk

Introduced by:

**CITY OF TAKOMA PARK, MARYLAND**

**ORDINANCE NO. 2022-**

**ORDINANCE AUTHORIZING MONTGOMERY COUNTY TO ADMINISTER  
AND ENFORCE CITY LAWS RELATING TO INSPECTIONS OF RESIDENTAL  
RENTAL FACILITIES**

- WHEREAS**, by Resolution Number 2003-08, adopted on February 19, 2003, the Council authorized the City Manager to enter into a Memorandum of Agreement (“MOA”) with the Montgomery County Department of Housing and Community Affairs (“DHCA”) under which DHCA performed licensing and complaint inspection of residential rental facilities within the City for the purpose of determining whether the residential rental facilities comply with the requirements of the City’s property maintenance code and other laws applicable to rental housing; and
- WHEREAS**, by Ordinance Number 2003-04A, adopted on March 24, 2003, the Council authorized DHCA to administer and enforce City laws relating to rental housing licensing and property maintenance code inspections, until the expiration or termination of said MOA or until Montgomery County’s authority was revoked by an ordinance adopted by the Council; and
- WHEREAS**, by Resolution Number 2009-57, adopted on September 28, 2009, the Council authorized the City Manager to renew the MOA with DHCA and authorized the City Manager to renew the same for up to three additional three-year periods; and
- WHEREAS**, by Resolution Number 2022-\_\_, the Council recognized the City’s need for affordable and quality inspections of residential rental facilities and the Council authorized the City Manager to enter into a renewed agreement with DHCA for those purposes; and
- WHEREAS**, Section 5-205(e)(3) of the Local Government Article empowers the City to enter into agreements with other municipalities for the provision of municipal services; and
- WHEREAS**, pursuant to Takoma Park City Charter § 401(b)(24), the City is authorized to make agreements with governmental entities, including counties, for the joint performance or for cooperation in the performance of governmental functions; and
- WHEREAS**, Montgomery County Code Section 2-96(1) empowers municipal corporations to, by ordinance, request and authorize the County to administer or enforce any municipal law; and
- WHEREAS**, the Council wishes to authorize Montgomery County to administer and enforce City laws relating to the licensure and property maintenance code inspections of

residential rental facilities within the City's corporate boundaries, including issuing, adjudicating, and enforcing municipal infraction citations and orders for violations of the City's laws.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND:**

**SECTION 1.**

A. The City of Takoma Park requests and authorizes Montgomery County to administer and enforce the requirements of City laws relating to the inspection of rental housing (both licensing inspections and inspections based on complaints) for the purpose of determining whether the rental housing complies with the requirements of the City's property maintenance code and other applicable City laws. Montgomery County is specifically requested and authorized as necessary for the enforcement of the City laws relating to rental housing facilities, to issue, adjudicate, and enforce municipal infraction citations and any abatement orders issued for violations of such City laws. Montgomery County is further authorized, as necessary, to enforce the City laws relating to rental housing, to obtain search warrants authorizing entry into rental housing facilities, rental units, or premises for purposes of carrying out any of the functions of the Agreement for Rental Housing License and Property Maintenance Inspections between the City and DHCA.

B. The enforcement authority of Montgomery County, under Section 1.A, above, shall apply to the following City laws as they apply to rental housing facilities and to any amendments and other ordinances and regulations relating to rental housing adopted by the City Council during the term of the Agreement:

Takoma Park Code, Title 6 – Housing

1. Chapter 6.04 – General Provisions and Definitions
2. Chapter 6.08 – Rental Housing Licenses, Section 6.08.070 – Inspections
3. Chapter 6.12 – Property Maintenance Code
4. Chapter 6.16 – Landlord-Tenant Relations, Section 6.16.050 – Obligations of Landlords
5. Chapter 6.16 – Landlord – Tenant Relations, Section 6.16.140 – Defective Tenancy
6. Chapter 6.16 – Landlord – Tenant Relations, Section 6.16.155 – Window Guards
7. Chapter 6.36 – Unsafe Buildings; Public Nuisance Abatement

**SECTION 2.** Montgomery County's authority to administer and enforce City laws relating to rental housing, to issue and enforce municipal infraction citations and abatement and other orders for violations of City laws related thereto, and to obtain search warrants authorizing entry into rental housing facilities, rental units, or premises, as set forth in Section 1 of this Ordinance, shall be concurrent with the City's authority to perform these functions and to administer and enforce City laws relating to rental housing and inspections of the same.

**SECTION 3.** Montgomery County's authority under this Ordinance shall remain in effect until the termination or expiration of the Agreement for Rental Housing License and Property

Maintenance Inspections between the City and DHCA or until Montgomery County's authority is revoked by an ordinance adopted by the Council.

Adopted this \_\_\_ day of July, 2022, by roll-call vote as follows:

Aye:

Nay:

Absent:

Abstain:

**AGREEMENT**

**RENTAL HOUSING LICENSE AND PROPERTY MAINTENANCE INSPECTIONS**

**City of Takoma Park, Maryland  
Montgomery County Department of Housing and Community Affairs**

**THIS AGREEMENT** is by and between the City of Takoma Park, Maryland (“**City**”) and Montgomery County, Maryland (“**County**”), through the Montgomery County Department of Housing and Community Affairs (“**DHCA**”), and sets forth the agreement between the City and the DHCA regarding the inspection of Residential Rental Structures (“**Rental Facilities**”) in the City.

**Article 1. PURPOSE.**

This Agreement provides for the inspection of Rental Facilities (defined below) within the jurisdiction of the City to ensure compliance with the requirements of applicable City ordinances and regulations as enumerated in Article 4 of this Agreement.

“**Rental Facilities**” are defined as any building or group of buildings operated as one entity in which the landlord provides one or more rental units to a tenant for rent or other compensation. A Rental Facility does not include the following:

1. Hospitals, nursing homes, convalescent homes, hospices, and other health care facilities;
2. Religious facilities such as churches, synagogues, parsonages, rectories, convents and parish homes;
3. Transient facilities such as hotels, motels, tourist homes, bed and breakfast facilities;
4. School dormitories; and
5. Owner-occupied group houses.

“**Rental unit**” is defined as an apartment, single-family house, accessory apartment or condominium unit that is occupied or is intended to be occupied by one or more tenants.

**Article 2. TERM OF AGREEMENT.**

This Agreement becomes effective \_\_\_\_\_ and will remain in effect for a period of three (3) years. The Agreement will be automatically renewed for another one (1) year term unless terminated by either party by written notice within 180 days prior to the end of the initial three (3) year term or in accordance with Article 8 herein. The Agreement may be renewed for an additional two (2) years upon written agreement by both Parties and subject to approval by the City of Takoma Park City Council.



### **Article 3. GENERAL PROVISIONS.**

1. The City and DHCA shall meet every three months (once per quarter) to discuss the status of Licensing and Complaint Inspections (defined in Article 4, below), pending cases referred for enforcement to the Montgomery County Office of the County Attorney, as well as any changes in staffing, and other general concerns.

2. DHCA will provide the City with a list of the inspectors primarily assigned to the City and their contact information, including a phone numbers and e-mail addresses.

3. DHCA shall provide written notice to the City's Director of Housing and Community Development and the Housing Manager of any Rental Facility being condemned as unfit for human occupation. The written notice shall identify the inspector issuing the notice, the applicable Code violation and, to the extent possible, the contact information of all affected tenants.

4. In the event of a health emergency, DHCA will follow guidance provided by the Montgomery County Health Officer to protect the safety of DHCA staff and owners, managers and occupants of Rental Facilities when conducting Licensing and Complaint Inspections.

5. The inspectors hired by the County to conduct the inspections of the City's Rental Facilities are County employees whose employment is governed by County law.

### **Article 4. SCOPE OF SERVICES.**

#### **A. Licensing Inspections.**

1. DHCA will conduct licensing inspections of all Rental Facilities located in the City under the authority of *Takoma Park Code*, Title 6, Housing, which requires, among other things, licensure of Rental Facilities and maintenance of the Rental Facilities in accordance with *Takoma Park Code*, Chapter 6.12, Property Maintenance Code ("**Licensing Inspections**"). Section 6.12.020 adopts the provisions of Chapter 26, Housing and Building Maintenance Standards, of the *Montgomery County Code* as the City's Property Maintenance Code (the "**Property Maintenance Code**"). Further, Section 6.12.010.C specifically authorizes the City to enforce the Property Maintenance Code through the use of agents.

2. Licensing Inspections of Rental Facilities shall occur at the following frequency:

- a) Inspections of Rental Facilities licensed on an annual basis as of the Effective Date (defined below) of this Agreement will be conducted once every 12 months prior to the expiration of the license.
- b) Inspections of Rental Facilities licensed on a biennial basis as of the Effective Date of this Agreement will be conducted once every 24 months prior to the expiration of the license.
- c) Inspections of unlicensed rental facilities for which a rental license is pending and those rental facilities identified by the City as operating illegally (*i.e.*, without a

current valid rental housing license) will be inspected within ten (10) business days of the DHCA's receipt of the City's request for an inspection.

3. DHCA will inspect the interior of all rental units within each Rental Facility and the exterior premises and grounds of Rental Facilities to ensure compliance with the Property Maintenance Code.

4. DHCA will coordinate the scheduling of all initial Licensing Inspections and re-inspections with the owner of the Rental Facility. In those instances where the owner fails to provide access to a Rental Facility or to an individual rental unit or units, DHCA will assume responsibility for ensuring that the Rental Facility or the rental unit is inspected in accordance with the Property Maintenance Code.

5. Within ten (10) business days of the City's request, DHCA will provide to the City, closed inspection files, including but not limited to, copies of all Licensing Inspection reports, violation notices, municipal infraction citations, notes correspondence, and any other file materials and information. An inspection file is closed for a Rental Facility after the Rental Facility has passed the Property Maintenance Code Licensing Inspection. The City can also access the County's property data site for inspection details at [Index \(montgomerycountymd.gov\)](http://Index.montgomerycountymd.gov).

6. DHCA will provide the City with monthly reports on the status of all scheduled Licensing Inspections. Reports will be provided electronically and submitted on or before the 10<sup>th</sup> day of each month.

7. The City will provide DHCA with information on all requested inspections of Rental Facilities licensed by the City. The information will include the address of the Rental Facility, the name and address of the current owner, and contact information for the designated agent or property manager. Information shall be provided electronically on or before the 10<sup>th</sup> day of each month for inspections to occur in the following month.

## **B. Complaint Inspections.**

1. DHCA will conduct on, a complaint basis, inspections of Rental Facilities, including the exterior premises and grounds of a Rental Facility, and individual rental units, as authorized by *Takoma Park Code* Section 6.08.070 – Inspections (“**Complaint Inspections**”).

2. DHCA will accept complaints regarding the physical condition of Rental Facilities from the City, local officials, residents, and others. Complaints may be submitted electronically using Montgomery County MC311 Customer Service website [MC311 Answering to You - Montgomery County, MD \(montgomerycountymd.gov\)](http://MC311.AnsweringtoYou-MontgomeryCounty.MD.montgomerycountymd.gov) or by calling 240-777-0311, or via e-mail sent to DHCA.

3. The City will refer all complaints regarding the physical condition of a Rental Facility to DHCA for inspection and enforcement action. Complaints regarding lack of heat, hot water, air conditioning, or other utilities in an individual rental unit or units or Rental Facility and other health or life safety concerns will be investigated by DHCA within one (1) business day of receipt of the complaint. All other complaints will be investigated within three (3) business days of receipt of the complaint.

4. The City will assume, on a case-by-case basis, limited responsibility for the inspection of the exterior premises and grounds of select Rental Facilities for compliance with the Property Maintenance Code and other applicable provisions of the *Takoma Park Code*. Said inspections will be restricted to complaints made to the City or observed by City employees, officials or agents regarding the accumulation of trash and debris, overgrown vegetation, trees, graffiti, junked or unlicensed and abandoned vehicles, and the accumulation of snow and ice. The City will notify DHCA by e-mail, phone or facsimile, within one (1) business day of receipt of a complaint, that the City intends to inspect the complaint and resolve any violations.

5. DHCA will make available to the City, immediately upon request and within ten (10) business days of the closure of the inspection file, copies of all complaint inspection reports, violation notices, municipal infraction citations, notes, correspondence, and any other file materials and information.

6. DHCA will provide the City with monthly reports on the status of all Complaint Inspections. Reports will be provided electronically and submitted on or before the 10<sup>th</sup> day of each month.

### **C. Enforcement.**

1. DHCA will be authorized to act on behalf of the City in the enforcement of the following City laws, as amended, as such laws apply to the licensing, inspection and maintenance of Rental Facilities and any other ordinances and regulations adopted by the City during the term of this Agreement which apply to the licensing, inspection or maintenance of Rental Facilities:

#### *Takoma Park Code, Title 6 – Housing*

- a) Chapter 6.04 – General Provisions and Definitions
- b) Chapter 6.08 – Rental Housing Licenses, Section 6.08.070 – Inspections
- c) Chapter 6.12 – Property Maintenance Code
- d) Chapter 6.16 – Landlord-Tenant Relations, Section 6.16.050 – Obligations of Landlords
- e) Chapter 6.16 – Landlord – Tenant Relations, Section 6.16.140 – Defective Tenancy
- f) Chapter 6.16 – Landlord – Tenant Relations, Section 6.16.155 – Window Guards
- g) Chapter 6.36 – Unsafe Buildings; Public Nuisance Abatement

The City will promptly provide DHCA with copies of all ordinances and regulations pertaining to rental housing which are adopted or amended after the date of this Agreement.

2. DHCA's enforcement authority includes, but is not limited to, the issuance and enforcement of violation notices, orders to repair, municipal infraction citations, declaration of Rental Facility or rental unit as an unsafe building/public nuisance, and recommendations for the revocation or suspension of a Rental Facility license.

3. The Montgomery County Office of the County Attorney will prosecute all municipal infraction citations issued by DHCA pursuant to the provisions of this Agreement in the District Court of Maryland for Montgomery County. This prosecution includes, as applicable, obtaining abatement orders and enforcement of abatement orders by contempt or other proceedings as necessary. The Office of the

County Attorney also will be responsible for obtaining administrative search warrants, as needed, when access to a Rental Facility or rental unit for inspection is denied.

4. DHCA agrees to make assigned inspection personnel available, as needed, for the City's Commission on Landlord-Tenant Affairs ("COLTA") hearings, City Council meetings, court proceedings and administrative hearings relating to matters and cases concerning a specific Rental Facility or rental unit, concerning rental housing in general in the City, or concerning any other County function under this Agreement.

5. Subject to funding and personnel constraints, DHCA will endeavor to provide limited service to remove and dispose of trash and debris from the grounds of a Rental Facility, mow and remove overgrown vegetation including trees and branches, and secure a vacant unmaintained rental facility. The City acknowledges that DHCA's budget for such services is limited and may require that only issues posing life and safety hazards be addressed. If DHCA depletes funds for such services in any fiscal year, it will notify the City so that the City can determine whether to undertake the work. Costs incurred by the County for these services will be applied to the Rental Facilities' property taxes.

#### **ARTICLE 5. COMPENSATION.**

1. The City will compensate the County in an amount not to exceed Two Hundred Seventy four Thousand and Three Hundred Thirty Dollars (\$274,330) for all services provided under this Agreement for the 12-month period beginning July \_\_\_\_\_, 2022 and ending June \_\_\_\_\_, 2023 ("**Annual Fee**"). In addition, all fines and penalties collected by DHCA as a result of its enforcement efforts shall be retained by the County. Information concerning the fines collected each year will be provided to the City on an annual basis.

2. The Annual Fee must be paid on a quarterly basis, with the payments due and payable by the 1<sup>st</sup> day of October, January, April, and July of each year.

3. The Annual Fee assessed by DHCA for approved services under this Agreement will be reviewed on an annual basis. DHCA shall submit notice of any proposed fee increase to the City for review, in writing, by no later than February 1<sup>st</sup> of each year. Notice of any proposed fee increase must include specific information on the County's staffing costs incurred in the provision of services required by this Agreement and associated administrative and legal costs. Revenues from all citation fines and penalties collected by DHCA as a result of its enforcement efforts shall be retained by the County to offset associated legal fees and expenses.

#### **ARTICLE 6. INDEMNIFICATION.**

Each party agrees to indemnify the other for any claims that arise from the first party's negligent acts and omissions. This indemnification is limited by the liability and damage caps stated in the Local Government Tort Claims Act, *Md. Code Ann.*, Cts. & Jud. Proc. § 5-301 *et seq.* and Cts. & Jud. Proc. §5-5A-02, both as amended during the term of this Agreement. This indemnification is not intended to create any rights or causes of action in third parties. The County shall not be liable for damages or injury occasioned by negligent acts and omissions of the City's agents and employees; and, the City shall not be liable for damages or injury occasioned by the negligent acts and omissions of the County's agents or

employees. Any County obligation under this Agreement is subject to, limited by, and contingent upon the appropriation and availability of funds.

#### **ARTICLE 7. AMENDMENTS.**

DHCA and the City may revisit the scope of the services outlined in this Agreement and may mutually agree upon any proposed changes in services, which change must be documented in an amendment to this Agreement that is signed by both parties. If either party proposes changes to this Agreement, that party must notify the other of its desire to amend this Agreement by providing a notice of Intent to Amend which particularly outlines the proposed changes, by no later than January 1<sup>st</sup> for services to begin in the new fiscal year starting on July 1<sup>st</sup>.

#### **ARTICLE 8. TERMINATION.**

1. Either the City or DHCA may cancel or terminate this Agreement at any time upon 180 days' advanced, written notice to the other party. In the event of termination, all capital purchases made by DHCA in accordance with this and past Agreements will become the property of the City upon the City's payment of all outstanding Annual Fees.

2. Upon termination of the Agreement, DHCA shall provide the City with all active and outstanding inspection files, including but not limited to, copies of all license inspection reports, violation notices, municipal infraction citations, notes correspondence, and any other file materials and information.

#### **ARTICLE 9. NOTICES.**

Any required reports, notices or other communications under this Agreement will be in writing and personally delivered, mailed by first-class mail, sent by courier or overnight delivery service, or e-mailed, as appropriate, as follows:

If to DHCA: Montgomery County Department of Housing and Community Affairs  
Attn: Dan McHugh, Acting Chief, Community Development  
1401 Rockville Pike, 4<sup>th</sup> floor  
Rockville, MD 20852  
Phone: 240-777-3735, Fax: 240-777-3701  
E-mail: [dan.mchugh@montgomerycountymd.gov](mailto:dan.mchugh@montgomerycountymd.gov)

If to City: City of Takoma Park  
Attn: David Eubanks, Director 7500  
Maple Avenue  
Takoma Park, MD 20912  
Phone: 301-891-7119  
E-Mail: [davide@takomaparkmd.gov](mailto:davide@takomaparkmd.gov)

Either party may change the person, address, phone or e-mail for notices to the other party by a notice in writing to the other. Any notices under this Agreement shall be deemed given when it is received

by the other party or, for notices given by mail, three days after the notice is deposited, properly addressed and postage prepaid, in the United States mail.

#### **ARTICLE 10. EFFECTIVE DATE.**

The “**Effective Date**” of this Agreement is June \_\_\_\_\_, 2022.

#### **ARTICLE 11. MISCELLANEOUS**

1. If any term or provision of this Agreement, or application thereof to any person or circumstance is invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

2. All section and paragraph captions in this Agreement are inserted only as a matter of convenience and in no way amplify, define, limit, construe, or describe the scope or intent of this Agreement nor in any way affect this Agreement.

3. This Agreement shall not be construed in favor or against either party on the basis that it was drafted by the City.

4. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

5. This Agreement may be executed electronically and in counterparts. All such counterparts will constitute the same agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and, upon receipt, will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

**[The remainder of this page is intentionally left blank—signature page follows.]**

**IN WITNESS WHEREOF**, the City of Takoma Park, Maryland, and Montgomery County, Maryland, have signed this Agreement as of the last date written below.

**MONTGOMERY COUNTY, MARYLAND**

By: \_\_\_\_\_

Richard Madaleno  
Chief Administrative Officer

Date signed: \_\_\_\_\_

Approved as to Form and Legality

\_\_\_\_\_  
Vickie L. Gaul                      Date  
Associate County Attorney

**CITY OF TAKOMA PARK, MARYLAND**

By: \_\_\_\_\_

Jamal Fox  
City Manager

Date signed: \_\_\_\_\_

Approved as to Form and Legality

\_\_\_\_\_