

Mayor Tracey Furman

**Council Member Conor Crimmins
Council Member Ann Lichter**



**Council Member Nate Engle
Council Member Stuart Sparker**

Released: March 16, 2026

Wednesday, March 18, 2026

The Town Council meeting will begin at **7:00 pm on Zoom Only**. Access to the meeting is available through the following link:

<https://us02web.zoom.us/j/83884736160?pwd=tYc6GZEpvFpSqDby0uT1AFegYxeDLa.1>

Meeting ID: 838 8473 6160

Password: 169904

Zoom Camera Use: We ask that if you join the meeting by Zoom, please turn your camera off except when asking a question or speaking.

Or you can attend the meeting by calling: +1 301 715 8592 US (Washington D.C) and entering the Meeting ID and Password above.

CALL TO ORDER

MOMENT OF SILENCE

APPROVAL OF MINUTES

February 10, 2026, Town Council Meeting

February 18, 2026, Work Session

THE MAYOR AND TOWN COUNCIL

(The Mayor and Council may move to close the meeting and may move to reopen the meeting)

1. 10400 Detrick Avenue (HOC) Update:

- i. The Housing Opportunities Commission (HOC) staff have formally moved to Silver Spring and the Town has been advised that Montgomery County Public Schools (MCPS) will take the facility back for administrative offices.

2. Cars and Coffee Event Proposal:

- i. Town Resident Alex Barriger has requested to hold a free weekly Cars and Coffee event every Sunday from April – October from 8am-10am in the Train Station parking lot.

3. St. Paul Park Backstop:

- i. Discuss removing the backstop at St. Paul Park.

**Town of Kensington 3710 Mitchell Street Kensington, MD 20895
Phone 301.949.2424 Fax 301.949.4925
www.tok.md.gov**

THE TOWN MANAGER AND STAFF

1. Resolution R-02-2026:

- a. Acknowledge that Brudis and Associates, Inc., is moving forward with the H&H analysis for the Kensington Parkway/Frederick Avenue bridge (MK-03).

2. St. Paul Park Playground:

- a. Update on the St. Paul Park playground surfacing project.

3. St. Paul Street (10700 and 10800 blocks) Storm Drain Project:

- a. Update on the St. Paul Street storm drain project.

ORDINANCES, RESOLUTIONS, AND REGULATIONS

(Ordinances, resolutions, and regulations to be introduced or adopted following appropriate procedures required by the Town Code; or resolutions that may require discussion by the Mayor and Council prior to approval)

1. **Ordinance No. O-01-2026** – Introduction of an Ordinance of the Mayor and Council of the Town of Kensington to Appropriate and Adopt the Fiscal Year 2026 – 2027 (FY27) Budget and to Levy a Tax on Certain Real and Personal Property under the provisions of §6-203 of the Tax-Property Article of the Annotated Code of Maryland, as Amended.
 - a. *The Public Hearing will be set for Wednesday, April 8, 2026, 7:00 pm.*
2. **Resolution No. R-03-2026** - A Resolution of the Mayor and Town Council of Kensington in Support of House Bill (HB) 1142, to Establish a Task Force to Modernize County and Municipal Revenue Structures to study and evaluate the revenue structure of County and Municipal governments within the State; and require the Task Force to submit a report of its finding and recommendation to the Governor and certain Committees of the General Assembly by December 1, 2026.
3. **Resolution No. R-04-2026** – A Resolution of the Kensington Town Council Confirming Appointments made by the Mayor to the Board of Supervisors of Elections.
4. **Resolution No. R-05-2026** – A Resolution of the Mayor and Town Council of Kensington Authorizing a Contract Agreement with _____ for a comprehensive Parking Analysis and Management Study for the Town.
 - a. The Town received seven (7) bids and the Parking Task Force is reviewing the bids to make a recommendation to the Council.
 - b. The Council will award a bid at the March 18 Council Meeting.

PUBLIC APPEARANCES

(The public is invited to speak on any subject that is not a topic on tonight's agenda)

ADJOURNMENT

THE NEXT SCHEDULED MEETING(S) OF THE MAYOR AND TOWN COUNCIL WILL BE HELD:

Wednesday, April 8, 2026

Please check the Town Calendar to confirm the Council date and time.

Budget Ordinance No. O-01-2026
Introduced: March 18, 2026
Public Hearing: April 8, 2026
Adopted:

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF KENSINGTON TO APPROPRIATE AND ADOPT THE FISCAL YEAR 2026 – 2027 (FY27) BUDGET AND TO LEVY A TAX ON CERTAIN REAL AND PERSONAL PROPERTY UNDER THE PROVISIONS OF §6-203 OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

WHEREAS, §5-205 *et seq.* of the Local Government Article, Annotated Code of Maryland, authorizes the Mayor and Town Council to provide for the control and management of its finances and expend money for any public purpose and for the safety, health, and general welfare of the Town and its occupants; and

WHEREAS, §6-203 of the Tax-Property Article, of the Annotated Code of Maryland (as amended), grants authority to municipal corporations to levy a tax on personal property, land, and improvements thereon, within the municipal corporation; and

WHEREAS, Article VIII, “Finance”, Section 801, “Fiscal Year”, of the Town Charter states that the Fiscal Year of the Town shall begin on July 1, 2026, and end on June 30, 2027; and

WHEREAS, Section 802, “Proposed Budget”, of the Town Charter states that the Town Manager shall submit to the Council prior to the third Monday in April, a Budget of anticipated revenues, proposed operating expenditures, and proposed capital project expenditures, along with a written financial plan for the succeeding fiscal year; and

WHEREAS, Section 803, “Adoption”, of the Town Charter states that prior to adopting the Budget, the Council shall hold a public hearing following due notice and a favorable vote of at least a majority of the total elected membership of the Council shall be necessary for adoption.

NOW, THEREFORE, the Mayor and Town Council of Kensington does hereby adopt the following Budget Ordinance:

AN ORDINANCE TO APPROPRIATE AND ADOPT THE FISCAL YEAR 2026 – 2027 (FY27) BUDGET AND TO LEVY A TAX ON CERTAIN REAL AND PERSONAL PROPERTY UNDER THE PROVISIONS OF §6-203 OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

FY27 Budget - Town of Kensington			
ANTICIPATED REVENUE			
	General Property Taxes	\$	1,819,868
	Other Taxes	\$	903,500
	Licenses & Permits	\$	49,000
	Intergovernmental Revenues	\$	519,203
	Fines & Fees	\$	3,000
	Miscellaneous Revenue	\$	241,700
	Grants	\$	-
TOTAL ANTICIPATED REVENUE			<u>\$ 3,536,271</u>
	Re-Appropriation	\$	1,850,554
TOTAL ANTICIPATED FUNDS AVAILABLE			<u>\$ 5,386,825</u>
PROPOSED EXPENDITURES			
	General Government	\$	1,688,533
	Public Works	\$	1,260,158
	Public Safety	\$	337,946
	Parks & Recreation	\$	177,350
	Non-Departmental	\$	25,000
			<u>\$ 3,488,987</u>
	Capital Improvement Budget	\$	1,897,838
TOTAL PROPOSED EXPENDITURES			<u>\$ 5,386,825</u>

SECTION 1:

BE IT ORDAINED AND ORDERED this ____ day of May, 2026, by the Kensington Town Council, acting under and by virtue of the authority granted to it by §5-205 *et seq.* of the Local Government Article, Annotated Code of Maryland, and Article VIII of the Kensington Town Charter, that the budget for Fiscal Year July 1, 2026, through June 30, 2027, attached hereto and incorporated herein by reference, be and the same hereby is appropriated and adopted.

SECTION 2:

AND BE IT FURTHER ORDAINED AND ORDERED, this ____ day of May, 2026, by the Kensington Town Council, acting under the virtue of the authority granted to it by §6-203 of the Tax-Property Article, of the Annotated Code of Maryland, and Article VIII of the Kensington Town Charter, hereby levies a tax at the rate of One thousand, three hundred twelve ten-thousandths cents

(\$0.1312) per One Hundred Dollars of full value assessment on all taxable **Real Property** located within the corporate limits of the Town of Kensington.

SECTION 3:

AND BE IT FURTHER ORDAINED AND ORDERED, this ___ day of May, 2026, by the Kensington Town Council, acting under the virtue of the authority granted to it by §6-203 of the Tax-Property Article, of the Annotated Code of Maryland, and Article VIII of the Kensington Town Charter, hereby levies a tax at the rate of eighty cents **(\$0.80)** per One Hundred Dollars of full value assessment on all taxable **Personal Property** located within the corporate limits of the Town of Kensington.

SECTION 4:

AND BE IT FURTHER ORDAINED AND ORDERED, this ___ day of May, 2026, by the Kensington Town Council, acting under the virtue of the authority granted to it by §8-101 of the Tax-Property Article of the Annotated Code of Maryland, and Article VIII of the Kensington Town Charter, hereby levies a tax at the rate of five dollars **(\$5.00)** per One Hundred Dollars of full value assessment on all taxable **Personal Property** set forth by §8-101 of the Tax-Property Article, of the Annotated Code of Maryland:

1. Operating personal property of a railroad;
2. Operating personal property of a public utility that is machinery or equipment used to generate electricity or steam for sale;
3. All other operating personal property of a public utility; and
4. Machinery and equipment, other than operating personal property of a public utility, that is used to generate electricity or steam for sale or hot or chilled water for sale that is used to heat or cool a building.

SECTION 5:

AND BE IT FURTHER ORDAINED AND ORDERED, this ___ day of May, 2026, by the Kensington Town Council, hereby adopts the imposition of a full-year, one-half year, three-quarter year, and one-quarter year tax levies, authorized pursuant to §10-102, 10-103, 10-104, and 10-105 of the Tax-Property Article of the Annotated Code of Maryland, and authorizes and empowers Montgomery County, Maryland, to collect and remit the same to the Town of Kensington, consistent with the imposition and collection of such levies on real property by Montgomery County.

AND BE IT FURTHER ORDAINED AND ORDERED, this ___ day of May, 2026, by the Kensington Town Council that the transfer of funds by Resolution within the Operating and Capital Improvements Budget may occur.

AND BE IT FURTHER ORDAINED AND ORDERED, this ___ day of May, 2026, by the Kensington Town Council, acting under and by virtue of the authority granted to it by §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, and Article VI, "Powers of the Council", Section 601, "General Powers" of the Town Charter that:

(1) If any part of provision of this ordinance is declared by a court of competent jurisdiction to be invalid, the part of provision held to be invalid shall not affect the validity of the ordinance as a whole or any remaining part thereof; and

(2) This ordinance shall take effect on the 1st day of July, 2026, provided the following:

- (a) Posted at Town Hall by the next business day following introduction; and
- (b) Posted on the official Town website; and
- (c) Sent to those persons listed on the official Town email list/mail subscription service; and
- (d) Published once prior to the public hearing in the Town newsletter or sent by substitute regular mail to newsletter circulation addresses.

INTRODUCED by the Mayor and Town Council of Kensington, Maryland, at the regular public meeting assembled on the 18th day of March, 2026.

ADOPTED by the Mayor and Town Council of Kensington, Maryland, at the regular public meeting assembled on the ___ day of May, 2026.

EFFECTIVE the 1st day of July, 2026.

ATTEST:

TOWN OF KENSINGTON

By: _____

By: _____

Susan Engels, Clerk-Treasurer

Tracey Furman, Mayor

Resolution No. R-03-2026

A Resolution of the Mayor and Town Council of Kensington in Support of House Bill (HB) 1142, to Establish a Task Force to Modernize County and Municipal Revenue Structures to study and evaluate the revenue structure of County and Municipal governments within the State; and require the Task Force to submit a report of its finding and recommendation to the Governor and certain Committees of the General Assembly by December 1, 2026.

WHEREAS, the Town of Kensington provides essential frontline services to its residents, including Code Enforcement, Parks, Public Works, and Stormwater Management, all of which rely on stable and diversified revenue streams; and

WHEREAS, municipal governments are facing unprecedented inflationary pressures on construction materials, fuel, and labor, alongside increasing state-mandated costs, making the need for modern and flexible revenue sources more urgent than ever; and

WHEREAS, Maryland's municipalities are the primary drivers of economic activity and tourism in the State, yet the current tax structure fails to reinvest a fair share of the wealth generated within municipal borders back into the local infrastructure that supports that very growth; and

WHEREAS, Maryland is one of only six states that fails to share tax revenue from the sale of goods or services with local governments or allow those governments to collect it themselves, creating an over-reliance on property taxes; and

WHEREAS, the current local revenue structure in Maryland has not been comprehensively updated in decades and does not reflect the modern shift toward a service and digital based economy; and

WHEREAS, the proposed Task Force would provide a data-driven, non-partisan forum to study these inequities and recommend solutions that ensure municipal governments can remain fiscally resilient without overburdening local property owners.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Kensington, Maryland, the following:

1. **Support for Legislation:** The Town of Kensington formally supports the passage of HB 1142 and urges the House Ways and Means Committee and the Senate Budget and Taxation Committee to issue a Favorable Report.

2. **Communication of Resolution:** A copy of this resolution shall be transmitted to:

1. **The Senator representing District 18**

- Jeff Waldstreicher

1. **Each Delegate representing District 18**

- Aaron Kaufman
- Emily Shetty
- Jared Solomon

3. **Staff at the Maryland Municipal League**

Adopted by the Town Council this 18th day of March, 2026.

Effective this 18th day of March, 2026.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor

**Resolution No. R-04-2026
Adopted:**

A Resolution of the Kensington Town Council Confirming Appointments Made by the Mayor to the Board of Supervisors of Elections.

WHEREAS, Article VII, “Registration, Nominations and Elections”, Section 702, “Board of Supervisors of Elections”, of the Town Charter, requires that there shall be a Board of Supervisors of Elections, consisting of three (3) members who shall be appointed by the Mayor with the approval of the Council on or before the first Monday in April; and

WHEREAS, the term of members of the Board of Supervisors of Elections shall begin on the first Monday in April in the year in which they are appointed and shall run for one (1) year; and

WHEREAS, members of the Board of Supervisors of Elections shall be qualified voters of the Town and shall not hold or be candidates for any elective office during their terms of office; and

WHEREAS, the Board shall appoint one of its members as Chairperson.

NOW, THEREFORE, BE IT RESOLVED by the Kensington Town Council that the following appointments by the Mayor are confirmed as follows:

Martha Deale	3941 Washington Street	One Year Term Expires	3-31-2027
Spencer Harrill	3810 Warner Street	One Year Term Expires	3-31-2027
Robin Watson	10415 Fawcett Street, Apt. 106	One Year Term Expires	3-31-2027

ADOPTED by the Town Council of Kensington, Maryland at the regular public meeting assembled on the 18th day of March, 2026.

EFFECTIVE the 31st day of March, 2026.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor

Resolution No. R-05-2026

A Resolution of the Mayor and Town Council of Kensington Authorizing a Contract Agreement with _____ for a comprehensive Parking Analysis and Management Study for the Town.

WHEREAS, pursuant to Chapter II, "Government and Administration", Article 4, "Purchasing and Contracts", Section 2-404, "Awarding of Bids", the Mayor and Council shall approve all purchases in excess of \$10,000 by formal motion requiring a simple majority for approval; and

WHEREAS, the Town requested public bids to conduct a comprehensive Parking Analysis and Management Study within a defined area of the Town; and

WHEREAS, the Town received seven (7) bids, which were reviewed by the Town's Parking Task Force; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to Authorize the Town Manager to accept the proposal from _____ with a contract price of _____, on the terms and conditions as set out in the Consultant Agreement (Exhibit A).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Kensington, Maryland, that the Town Manager be and is hereby authorized to enter into a Contract Agreement in substantially the form attached, with a contract price not to exceed _____, with _____.

Adopted by the Town Council this 18th day of March, 2026.

Effective this 18th day of March, 2026.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor

Organization	<u>Total</u>	<u>Task 0</u>	<u>Task 1</u>	<u>Task 2</u>	<u>Task 3</u>	<u>Task 4</u>
Walker Consultants	\$ 88,000.00	\$ 7,000.00	\$ 24,000.00	\$ 9,500.00	\$ 19,000.00	\$ 13,500.00
Mead & Hunt	\$ 95,345.00	\$ 2,260.00	\$ 36,380.00	\$ 4,200.00	\$ 13,970.00	\$ 12,430.00
Nelson/Nygaard	\$ 99,925.00	N/A	\$ 29,470.00	\$ 14,710.00	\$ 23,270.00	\$ 14,785.00
Pennoni	\$ 98,063.00	N/A	\$ 42,088.00	\$ 10,900.00	\$ 12,432.00	\$ 24,165.00
Desman	\$ 92,228.00	N/A	\$ 48,928.00	\$ 10,760.00	\$ 11,300.00	\$ 9,230.00
Walter P Moore	\$ 98,265.00	N/A	\$ 30,720.00	\$ 23,145.00	\$ 16,800.00	\$ 10,475.00
Symmetra Design	\$ 94,760.00	N/A	\$ 14,245.00	\$ 12,415.00	\$ 22,690.00	\$ 17,025.00

<u>Task 5</u>	<u>Direct Expenses</u>
\$ 15,000.00	N/A
\$ 23,205.00	N/A
\$ 16,240.00	\$ 1,450.00
\$ 8,478.00	N/A
\$ 7,390.00	\$ 4,620.00
\$ 17,125.00	N/A
\$ 25,900.00	\$ 2,485.00

APPENDIX A

SAMPLE CONTRACT

TOWN OF KENSINGTON, MARYLAND

**PARKING MANAGEMENT SERVICES
Consultant Agreement**

THIS CONSULTANT AGREEMENT (the “Agreement”) is effective the ____ day of _____, 2026, (“Effective Date”) by and between the TOWN OF KENSINGTON (the “Town”), a municipal corporation of the State of Maryland, whose address is 3710 Mitchell Street Kensington, MD 20895 and ***** hereinafter referred to as “Consultant,” whose address is *****.

WHEREAS, Consultant desires to act for the Town as an independent consultant to provide traffic engineering and related services in connection with a Town-wide traffic study, and

WHEREAS, the Town desires that Consultant provide such services.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment. The Town hereby engages Consultant, as an independent contractor and not as an agent or employee of the Town, to provide traffic engineering and related services in connection with a Town-wide traffic study, as more particularly described in the Request for Proposals issued by the Town, which is attached as Exhibit A hereto and incorporated by reference and the Proposal from Consultant dated *****, 2026, which is attached as Exhibit B hereto and incorporated by reference (“Project”). Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

2. Scope of Services. Pursuant to the Agreement, the Consultant agrees to furnish all the material and perform all of the work for the Project in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. The following Consultant services, more particularly described in Exhibits A and B, are included as part of this Agreement:

Task 1: Existing Conditions Assessment

A. Parking Inventory

- Conduct comprehensive inventory of all parking facilities in the study area, including Town’s pending acquisition of current M&T parking lot located on Montgomery Avenue

- Map and tabulate on-street public parking spaces, including parking spots designated for persons with disabilities and parking spaces designated for EV charging
- Document off-street parking lots/garages (public and significant private facilities)
- Categorize spaces by type/designation (metered, time-limited, permit-only, ADA, privately-controlled, etc.)
- Document all restrictions and regulations in effect
- Document all designated loading zones, delivery areas, curbside pickup/drop-off locations, and other special use curb areas

B. Supply and Demand Analysis

- Evaluate current parking utilization patterns during peak and off-peak periods
- Meet with Town personnel and representatives of Parking Task Force to understand parking enforcement regime and effectiveness and limitations of current enforcement practices
- Evaluate the effects of anticipated commercial and residential development projects and associated parking demand and delivery activity (using information provided by the Town)
- Collect occupancy and turnover data for weekday midday, evening, and weekend periods
- Consider options for special events that draw in thousands of visitors to the Town commercial center (e.g., Labor Day Parade and Festival, Day of the Book, Car Show)
- Distinguish between short-term (customer/visitor) and long-term (resident/employee/commuter) parking needs
- Identify areas of parking surplus or shortage, using information from the Town about parking “hot spots”
- Identify optimal areas for EV charging infrastructure
- Analyze peak versus off-peak demand town-wide and by sub-area

Deliverable: Existing Conditions Report including inventory database, utilization maps/charts, and findings memorandum, and an analysis of projected parking impacts from both business and residential growth.

Task 2: Parking Policy and Regulation Review

A. Time Limits, Pricing, and Signage Analysis

- Evaluate current regulations in commercial and mixed-use areas
- Assess appropriateness of existing time limits for demand management
- Assess appropriateness of handicapped designated parking
- Consider demand-based pricing strategies where applicable
- Conduct signage audit for clarity, placement, and effectiveness, including parking wayfinding signage
- Identify missing, confusing, or obscured signage
- Recommend optimization of regulations and improved communication strategies

B. Enforcement and Compliance Best Practices

- Recommend enforcement and compliance best practices that will optimize parking turnover and utilization in Town, in keeping with goals outlined in Section 1.2
- Recommend approaches for encouraging compliance
- Use data to inform enforcement strategies

Deliverable: Policy and Regulation Assessment Report with specific recommendations

Task 3: Parking Management Solutions

A. Enhancing Turnover and Utilization

- Develop strategies to encourage healthy turnover in commercial areas
- Optimize time limits based on demand patterns
- Create parking zone designations that encourage optimal use and that encourage walkability and pedestrian and bicycling mobility in town, with designated parking spots for persons with disabilities
- Improve parking distribution through wayfinding and information
- Explore employee parking solutions to free customer spaces
- Design measures to balance utilization across available supply

B. Mobile Payment Systems

- Explore pay-by-phone and mobile payment platforms
- Evaluate leading vendors (Parkmobile, Passport, etc.)
- Assess integration with existing infrastructure
- Assess total cost of operation and revenue projections
- Recommend pilot program approaches for high-demand areas
- Recommend signage and communication strategies for mobile payments

C. Public-Private Partnerships for Off-Street Parking

- Inventory underutilized private parking facilities
- Identify shared parking opportunities with institutions/businesses
- Evaluate availability during complementary time periods
- Develop model agreements for shared parking arrangements
- Recommend priority partnerships with greatest potential
- Address insurance, signage, and enforcement considerations

Deliverable: Parking Management Solutions Report with implementation strategies

Task 4: Public Engagement and Stakeholder Input

A. Engagement Strategy Development

- Create comprehensive stakeholder involvement plan
- Identify key stakeholder groups (residents, businesses, visitors, officials)
- Develop outreach methods and timeline
- Coordinate with Town on communication channels
- Ensure inclusive and well-publicized engagement opportunities

B. Community Meetings and Surveys

- Conduct minimum of two (2) public meetings/workshops
 - Meeting 1: Project kickoff and issue identification
 - Meeting 2: Present preliminary recommendations
- Design and distribute community survey in conjunction with Task Force (online and paper options)
- Facilitate stakeholder focus groups as needed
- Document all feedback received
- Analyze input to identify key themes and priorities
- Demonstrate how community input influenced recommendations

Deliverable: Public Engagement Summary Report

Task 5: Recommendations and Implementation Plan

A. Actionable Policy Recommendations

- Formulate clear, actionable recommendations addressing identified issues
- Cover policy changes, operational improvements, and projected cost estimates
- Justify each recommendation with data analysis and community input
- Balance needs of all stakeholders equitably
- Ensure recommendations are feasible for Town's size and resources
- Detail implementation responsibilities and prerequisites

B. Phased Implementation Roadmap

- Organize recommendations into short-term (0-1 year), medium-term (1-3 years), and long-term (3 - 5 years) strategies
- Prioritize actions for maximum benefit and practicality
- Consider resource constraints and interdependencies
- Identify funding sources and approval requirements
- Provide cost estimates for each recommendation

C. Final Report and Presentation

- Prepare comprehensive final report with executive summary
- Include all analysis, findings, and recommendations

- Provide visual documentation (maps, charts, diagrams)
- Present findings to Parking Task Force and/or Town Council
- Deliver all data files, GIS maps, and supporting materials

Deliverable: Final Parking Analysis and Management Study Report with Implementation Plan

3. Term/Dates of Work. The time for completion of the work is *** days from notice to proceed. The Consultant agrees to commence work under the Agreement within twenty (20) days from notice to proceed or as otherwise agreed by the parties. All work shall be performed pursuant to a project schedule submitted by the Consultant as in Exhibit B and as agreed by the Town. It is understood by the parties hereto that time is of the essence in the completion of the services under this Agreement.

4. Contract Price. The Town agrees to pay the Consultant, as consideration for the Consultant’s satisfactory performance of all obligations under this Agreement, a sum not to exceed *****which shall include all incidental costs, including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams and photographs. The Contract Price is subject to funding. Consultant will bill for services on a percentage of task completed basis. Invoices for payment of services may be submitted on a monthly basis and must be accompanied by a statement of percent completed by task or phase and any other documentation required by the Town. Invoices will be paid after approval by the Town Manager.

Additional services related to this project but not included in the scope of work shall be provided by the Consultant on an as-needed basis as directed by the Town in writing based upon the hourly rates included in Exhibit B or a lump sum fee, as agreed by the parties. Except as noted herein, in no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill.

5. Contract Documents. This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

Exhibit A Requests for Proposal

Exhibit B Proposal dated ****, from Consultant

Required affidavits and certifications

Project Schedule

In the event of a conflict among the Contract Documents, this wording of this Agreement will prevail.

6. Other Payments; Expenses; Taxes. The Town will not be responsible for any cost or expenses of operation of any kind associated with Consultant’s provision of services pursuant to this Agreement, except as set out herein. Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered

hereunder except as set out herein. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of his obligations under this Agreement.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an independent Consultant of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent Consultant by any local, state or federal governmental agency, Consultant agrees to indemnify and hold harmless the Town for any and all fees, costs and expenses, including, but not limited to, attorneys' fees incurred thereby.

7. Insurance. Consultant will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Consultant will name the Town of Kensington as an additional insured with an additional insured endorsement for all coverages with the exception of the Workers' Compensation and errors and omissions coverage.

A. Comprehensive General Liability Insurance

1. Personal injury liability insurance with a limit of \$2,000,000 each occurrence/aggregate;
2. Property damage liability insurance with limits of \$500,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. Automobile Liability Coverage. Automobile fleet insurance \$1,000,000 for each occurrence/ aggregate; property damage - \$500,000 for each occurrence/aggregate.)

C. Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of workers' compensation insurance. The Town will deduct a predetermined percentage of each payment to any Consultant who has failed to provide a Certificate of Insurance for workers' compensation, in order to defray coverage costs of the Town. This percentage is subject to change. The Consultant will be provided notification of any change. All corporations are required to provide workers' compensation certificates of insurance.

D. Professional Errors and Omissions Coverage. Limits of not less than \$2,000,000 each occurrence/aggregate

Consultant covenants to maintain this insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the Town under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Town prior to beginning work.

Provision of any insurance required herein does not relieve Consultant of any of the responsibilities or obligations assumed by the Consultant in the contract awarded, or for which the consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal government as provided by law.

A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

The Consultant shall be responsible for the maintenance of this insurance, whether the work is performed directly by the Consultant; by any subcontractor; by any person employed by the Consultant or any subcontractor; or by anyone for whose acts the Consultant may be liable.

The Consultant will covenant to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the Town under this Contract. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Town within ten (10) days following the execution of this contract and prior to commencement of any work. Required insurance policies shall be endorsed to provide sixty (60) days prior written notice by certified mail of any material change, cancellation or non-renewal to the Town.

Updated certificates shall be furnished at least annually and upon renewal of policies. Certificates shall cite the contract number and Project title and location. The Town may, upon written request, demand full certified copies of the insurance policies required under this contract. The required coverage shall be maintained until final completion of the Project as evidenced by final payment to the Consultant.

Provision of any required insurance required does not relieve the selected Consultant of any of the responsibilities or obligations assumed by the Consultant in the contract awarded, or for which the Consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal and/or State government as provided by law.

The Consultant shall also furnish to the Town a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the Town.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-VII" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

The Town's review, approval or both of any documents provided or service performed by the Consultant, its subcontractors or anyone for whom they may be responsible will not relieve the Selected Consultant of its responsibilities under the Contract or under applicable law, and the selected Consultant specifically waives any right to assert a claim against the Town because of the Town's review, approval or both of any documents provided or services performed by the Consultant, its subcontractors or anyone for whom they may be responsible.

8. Indemnification. The Consultant shall indemnify and save harmless the Town, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys' fees, arising directly or indirectly out of the performance of the contract, to the extent caused by the negligent or intentional act or omission on the part of the Consultant, its agents, servants, employees and subconsultants.

9. Licenses, Permits, Applicable Laws. The Consultant will be responsible for obtaining any and all licenses pertaining to performance of its work under the Agreement. All services and materials provided by the Consultant shall conform to all applicable laws and regulations. Consultant shall be responsible for obtaining all necessary permits.

10. Materials and Standard of Work. All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel.

11. Subcontracting. The Consultant may not subcontract any work required under this Agreement without the consent of the Town. The parties recognize that Consultant will be using AptoCoiner as a sub-contractor for processing of the intersection counts and the origin-destination study. If the Consultant wishes to subcontract any other part of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be subcontracted. The Consultant is not relieved of primary responsibility for full and complete performance of any work delegated to the subcontractor. There shall be no contractual relationship between the Town and the subcontractor.

12. Accurate Information. The Consultant certifies that all information provided in response to the Request for Proposals or other requests for information is true and correct. Any false or misleading information is grounds for the Town to reject the bid and terminate this contract.

13. Errors in Specifications. The Consultant shall take no advantage of any error or omission in the specifications. The Town shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

14. Construction and Legal Effect. This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

15. No Assignment. This Agreement shall not be assigned or transferred by Consultant, whether by operation of law or in any other manner, without prior consent in writing from the Town. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

16. Relief. The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the Town, and further recognizes that, in such event, monetary damages may be available to the Town. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the Town's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

17. Termination for Default. Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. In such event, the Town may give notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct such default within 24 hours after receipt of notification, the Town may terminate this Agreement. This provision shall not limit the Town in exercising any other rights or remedies it may have.

18. Termination for Convenience. The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when either party determines that such termination is in its best interest. The Town will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination. Upon termination, the Consultant will transfer to the Town any and all work product paid for prior to the effective date of termination.

19. Notices. All notices shall be sufficient if delivered in person or sent by certified mail or recognized overnight carrier to the parties at the following addresses:

Town:
Matt Hoffman, Town Manager
Town of Kensington
3710 Mitchell Street
Kensington, MD 20895
mjhoffman@tok.md.gov

20. Costs. In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the prevailing party shall be entitled to any and all costs and expenses, including reasonable attorneys' fees, incurred on account of such breach as awarded by a court of competent jurisdiction.

21. Enforcement Provisions. The failure of the Town or Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

22. Governing Law. This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.

23. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

24. Set-Off. In the event that Consultant shall owe an obligation of any type whatsoever to the Town at any time during the term hereof or after termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed by the Consultant against any compensation due the Consultant from the Town.

25. Third Party Beneficiary. This Agreement is entered into solely for the benefit of the Town and the Consultant. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

29. Execution of Agreement. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature will have the same effect as an original signature. **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

TOWN OF KENSINGTON

By:

Susan Engels, Town Clerk

Tracey Furman, Mayor

WITNESS:

By:

Printed Name:

Title:

APPROVED AS TO LEGAL SUFFICIENCY:

Suellen M. Ferguson
Town Attorney