
CITY OF ROCKVILLE, MARYLAND

Cooperative Agreement

This **CITY OF ROCKVILLE Cooperative Agreement (“Agreement”)** is made this ___ day of _____ 2026 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, acting through its City Manager (the “**Mayor and Council**” or the “**City**”), and the **MONTGOMERY COUNTY ROAD RUNNERS, INC. (“MCRRC”)**. Individually, the Mayor and Council and MCRRC may each be referred to as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

- A. **WHEREAS**, the Mayor and Council is a municipal corporation duly organized and existing under the laws of the State of Maryland with the power to carry on its business as it is now being conducted under the laws of the State of Maryland and the Rockville City Charter. Through its Department of Recreation and Parks (“**Department**”) the City provides recreational opportunities for the benefit of the health and welfare of its residents. Rockville Charter, Art. IV, Sec.1(b)(48); and
- B. **WHEREAS**, MCRRC is a nonstock corporation duly organized and in good standing in the state of Maryland with a mission to engage in community activities that promote and encourage running; and
- C. **WHEREAS**, MCRRC and the City’s Department wish to collaborate to organize, host and share proceeds from the 2026 Suds & Soles 5k road race and fun run running event on June 13, 2026, 6:00 – 9:30 p.m. at Rockville Town Center. The City wishes to accept certain contributions of in-kind support services and other cooperation in exchange for use of its facilities as described herein which facilitate the administration of City affairs pursuant to Rockville Code § 2-32; and
- D. **WHEREAS**, Maryland law authorizes the use of outside groups to aid in the implementation of recreational programs at Md. Local Gov’t Code Ann. 1-605; notwithstanding R.C. § 17-87(11) exempts services for recreational programs from competitive procurement this exchange of cooperation must be made by appropriate agreement in writing per R.C. § 17-36; and
- E. **WHEREAS**, the Parties wish to memorialize their mutual understanding of the contributions of each to combine resources, expertise and efforts toward their shared goal for the public benefit pursuant to the following terms and conditions.

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

SECTION 1: GENERAL PROVISIONS

- 1.1 Term: This Agreement begins on the Effective Date and continues through December 31, 2026, unless terminated sooner as set forth in the Section relating to termination.
- 1.2 Consideration: The consideration for this Agreement is the mutual contribution of support services to plan and administer a community race event as described herein and an agreed fifty percent cost share of the race registration proceeds.



- 1.3 Relationship of the Parties: No relationship of employment, partnership, joint venture, or other joint enterprise shall be deemed to be created by the Parties by this Agreement.
- 1.3.1 MCRRC shall not assign or transfer any interest in this Agreement nor the performance of any of the MCRRC's obligations hereunder, without the prior written consent of the City Manager.
- 1.3.2 In the event the City determines that any of the rights, duties, obligations under this Agreement have been subcontracted or assigned to another vendor by MCRRC, without the written consent of the City Manager, then the City may exercise its right to take any appropriate remedy including, without limitation, termination of this Agreement.
- 1.4 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.

SECTION 2: STIPULATIONS OF THE AGREEMENT

The parties agree to the respective roles and responsibilities to implement this Agreement.

2.1 Personnel

- 2.1.1 MCRRC will provide a race director who is a member of MCRCC and who has prior applicable experience.
- 2.1.2 The City will provide an event director who is a city staff member and who has prior applicable experience.

2.2 Event Logistics

- 2.2.1 The Event will consist of a timed run of 5 kilometers ("**5k Run**") and an untimed run of one-quarter mile ("**Fun Run**"), collectively both races and festival activities are referred to as the "**Event**".
- 2.2.1.1 The planned date of the Event is June 13, 2026, 6:00 – 9:30 p.m.
- 2.2.1.2 The Event will start and end at Rockville Town Center.
- 2.2.2 The City will be involved in all decisions and discussions regarding issues concerning delays or cancellations due to weather or other safety concerns.
- 2.2.3 The City and MCRRC will mutually coordinate the post-race festival and packet pickup location.

2.3 Cancellation

The City reserves the right to cancel the Event for any reason.

- 2.3.1 If the City chooses to cancel the Event, it must provide MCRRC written notice.
- 2.3.2 In the event of a cancellation of the Event by the City 30 or more days prior to the date of the Event, the City will not owe MCRRC any fee or payment.



- 2.3.3 In the event of a cancellation of the Event by the City less than 30 days prior to the date of the Event, the City shall reimburse MCRRC its actual, documented, and reasonable costs expended pursuant to this Agreement up to the date of termination.
- 2.3.4 The City shall reimburse MCRRC such costs within 30 days of receipt of an invoice from MCRRC, subject to review by the City of the documentation for said invoice, and subject to verification of the costs as actual, documented, and reasonable.
- 2.4 Event Promotion**
- 2.4.1 The City and MCRRC will be recognized (name and logo) in all event promotions including advertising, registration information website, event day information and any other postings.
- 2.4.2 The announcement and promotion of the event will be in a manner that facilitates fair opportunity for both City residents and MCRRC members to register to participate.
- 2.4.3 The City and MCRRC will provide each other with appropriate logos to be used on promotional items.
- 2.5 Registration and Fees**
- 2.5.1 The City and MCRRC will set a mutually agreed-upon entry fee.
- 2.5.2 MCRRC will collect all fees from on-line entries.
- 2.5.3 The City may be given access to revenue and registration data directly from the online registration provider.
- 2.6 Budget and Revenue Sharing**
- 2.6.1 MCRRC and the City will agree to a race budget which will include costs for all items purchased from race funds, including, but not limited to: DJ/Band/Entertainment, Port-o-Johns, refreshments, premiums, equipment rentals (including trucks), and advertising costs all as deemed appropriate by the race and event director. It is understood that both the City and MCRRC will contribute considerable in-kind resources to the event which will not be itemized on the race budget.
- 2.6.2 MCRRC and the City will each receive Fifty Percent (50%) of the net revenue as reflected in the MCRRC financial report which will reflect the accounting set forth in the following section.
- 2.6.3 MCRRC and the City will provide each other with a financial accounting report of event revenue and expenses certified as being true, accurate and correct by the director of the event and the Executive Director of MCRRC, within 90 days of the event, will retain such records for three (3) years, and will cooperate to make books and records available for audit purposes upon request.

SECTION 3: CITY RESPONSIBILITIES

The City will contribute as follows.

- 3.1 Acquire necessary road permits and necessary permits for the serving of food and alcohol.



- 3.2 Provide advertising, including: listing on the City’s website, press releases, Facebook pages, listservs, and other appropriate communications as deemed appropriate.
- 3.3 Provide assistance from City marketing department for graphics and communications efforts.
- 3.4 Obtain sponsorships (monetary and/or in-kind) which comply with the City’s Recreation and Parks Sponsorship Policy found at: [SPONSOR-POLICY-FINAL-10-7-2024.pdf](#).
- 3.6 Authorize use of City-operated space as follows:
 - 3.6.1 Accept materials for packet pickup at City Hall from Sponsors and others as agreed-to by the Parties.
 - 3.6.2 Area for packet and bib assembly if requested.
 - 3.6.3 Space for pre-race packet distribution if a City-owned space is deemed to be convenient for runners.
- 3.7 Provide light towers or other means of illumination for the event start, finish, festival and parking areas as needed.
- 3.8 Provide use and set-up of City-owned tents for post-race food and water if MCRRC determines that the City’s tents are desirable. City staff will set-up tents at no additional cost to MCRRC other than outlined in this Agreement.
- 3.9 Provide use of City equipment as agreed to by both Parties, potentially including, but not limited, to radios, cones, barricades, band sound system, and stage. Assist with the set-up of this equipment.
- 3.10 Provide City Police personnel to assist with course safety and road closures as needed.
- 3.11 Provide staff to setup and breakdown festival and other areas as mutually agreed upon.

SECTION 4: MCRRC RESPONSIBILITIES

MCRRC will contribute as follows.

- 4.1 Design and measure 5K race course and provide a course map (if necessary).
- 4.2 Provide and organize event staffing including: race director (must be an MCRRC member), bib-chip pickup, race day positions including course safety marshals, water stop, and mile splits with LED clocks.
- 4.3 Obtain sponsorships (monetary and/or in-kind) consistent with the City’s Recreation and Parks Sponsorship Policy which is found at: [SPONSOR-POLICY-FINAL-10-7-2024.pdf](#)
- 4.4 Set-up and monitor online registrations for the 5K Run and a Fun Run.



- 4.5 Provide advertising as deemed necessary; timing of MCRRC announcements should be coordinated with the City.
- 4.6 Provide space for packet and bib assembly as required.
- 4.7. Provide space for pre-race packet distribution if a City-owned space is not deemed convenient
- 4.8 Manage the technical aspects of the event such as timing and scoring services (chip timing), including equipment necessary for start/finish line (truss and sound system).
- 4.9 Provide volunteers and equipment to conduct all course operations functions, in cooperation with City personnel and police department as appropriate.
- 4.10 Supply post-race food and water.
- 4.11 In cooperation with City staff, coordinate the delivery of at least 10 portable restrooms (appropriate to event registration including ADA-accessible restrooms).
- 4.12 Provide runner bib numbers, pins, and timing chips. If disposable timing chips are desired by the race and event director, the cost of the disposable chips will be accounted for in the race budget. Use of chips owned by MCRRC, which are provided to runners at packet-pick up and collected after the race will not be charged to the costs of the race as reflected in the MCRRC financial report.
- 4.13 Conduct start/finish line announcing.
- 4.14 Provide website hosting on www.mcrrc.org as well as maintain a Facebook page for the event and conduct other social media outreach as deemed appropriate by the race and event directors.
- 4.15 Legal Compliance

MCRRC will comply with all codes, ordinances, resolutions, rules, and regulations of the City and any applicable Federal, State or local governmental entity having jurisdiction for its contributions for the Event including, without limitation, the following:

- 4.15.1 **ADA:** The Americans with Disabilities Act of 1990, Title II (“ADA”), requires City Departments, services and other activities provided by a public entity to the public, whether directly or through a Contractor, to be accessible to the disabled public, and at Titles I, III and V incorporates requirements for accessibility and specific prohibitions of discrimination on the basis of disability. MCRRC must comply with ADA regulations as they apply to the Event and shall cooperate with City requests related to making this City co-sponsored event available to people with disabilities.
- 4.15.2 **Nondiscrimination:** MCRRC will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression.



4.15.2.1 MCRRC will take affirmative measures to ensure that applicants are employed, and the employees are treated fairly and equally during employment regarding the above. Such measures shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. MCRRC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

4.15.2.2 If MCRRC fails to comply with nondiscrimination clauses of this Agreement or fails to include such Agreement provisions in all subcontracts, this Agreement may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and MCRRC may be declared ineligible for further Agreements with the Mayor and Council. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the MCRRC will permit access to MCRRC's books, records, and accounts. If the City Manager concludes that the MCRRC has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

SECTION 5: LIABILITIES

5.1 Indemnification

MCRRC agrees to indemnify and hold harmless the City, 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 MCRRC (or its officers, agents, employees, successors and assigns) of any of its rights or obligations under this Agreement. This section shall survive the term of this Agreement.

5.1.1 MCRRC shall further indemnify and hold the City harmless for any personal injury or property damage resulting from the actions of MCRRC, its employees, agents, or participants.

5.1.2 The City assumes no liability whatsoever for the safety of MCRRC, its employees or agents, or for the participants in MCRRC's activities described herein.

5.1.3 MCRRC releases the City, its employees and agents, from and agrees that the City, 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 City, its employees and agents, as a result of or in connection with MCRRC's activities conducted pursuant to this Agreement, except for the gross negligence or willful misconduct of the City, its employees and agents.

5.1.4 This section shall survive the term of this Agreement.

5.2 Insurance

5.2.1 MCRRC must obtain, at its own cost and expense, and keep in full force and effect during the term of the Agreement including all extensions, the following insurance with an insurance company licensed to do



business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies.

5.2.2 The procuring of such required policy or policies of insurance will not be construed to limit MCRRC's liability hereunder nor to fulfill the indemnification provisions of this Agreement.

5.2.3 MCRRC must submit to the City's Safety & Risk Management Division, a certificate of insurance and all requested insurance endorsements evidencing the insurance as follows:

a. Mandatory Requirements for Insurance.

MCRRC's insurance coverage shall be primary insurance as respects to the City, its elected and appointed officials, officers, consultants, agents, and employees and any insurance or self-insurance maintained by the City, shall be exclusive of MCRRC's insurance and shall not be called upon to contribute with it.

MCRRC must obtain Commercial General Liability with a minimum per occurrence liability limit of \$1,000,000.

3. Commercial General Liability	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</i>
a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury		

b. Policy Cancellation

No change, cancellation or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the City's Safety & Risk Management Division. MCRRC shall furnish a new certificate prior to any change or cancellation date. The failure of MCRRC to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

c. Additional Insured

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the MCRRC's Commercial and Excess/Umbrella Insurance for liability arising out of MCRRC's products, goods, and services provided under this Agreement. Additionally, The Mayor and Council of Rockville must be named as additional insured on MCRRC's General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

CERTIFICATE HOLDER

**The Mayor and Council of Rockville
(2026 SUDS & SOLES 5K AGREEMENT)**
City Hall
111 Maryland Avenue
Rockville, MD 20850



SECTION 6: TERMINATION

This Agreement may be terminated in whole or in part under the following circumstances.

- 6.1 Each of the MCRRC's obligations under this Agreement shall be deemed material. If MCRRC fails to perform any of its obligations under this Agreement, the City may terminate this Agreement upon 10 business days advance notice (hereinafter referred to as "**Notice Period**") to MCRRC, specifying MCRRC's breach and providing MCRRC 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 MCRRC fails to cure or commence to cure the specified breach within the Notice Period, this Agreement shall be terminated.
- 6.2 In the event of termination under this section 30 or more days prior to the date of the Event, the City's obligations regarding payment, if any, to MCRCC, are the same as reflected in the Cancellation Section above.
 - a. The City Manager is authorized to terminate this Agreement pursuant to this section on behalf of the City.
 - b. If either Party decides not to renew this Agreement as set forth above, the Party exercising the right not to renew the Agreement shall give the other Party 90 calendar days' notice of the decision not to renew.

SECTION 7 – MISCELLANEOUS

7.1 Notices and Demands

Formal notices, demands, and communications between the MCRRC and the City shall be given either by (a) personal service, (b) delivery by reputable overnight document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing utilizing a certified or mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed to:

To the City:

Mayor and Council of Rockville
c/o Office of the City Clerk / Director of Council Operations
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Clerk / Director of Council Operations
cityclerk@rockvillemd.gov
Telephone: (240) 314-8283

With copies to:

Office of the City Manager
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Manager
Email: cmo@rockvillemd.gov
Telephone: (240) 314-8102



Office of the City Attorney
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Attorney
Email: cityattorney@rockvillemd.gov
Telephone: (240) 314-8150

To MCRRC: Ashley Zuraf, Executive Director
Email: office@MCRRC.org

7.1.1 Notices personally delivered shall be deemed effective upon receipt or refusal thereof. Notices given by a reputable overnight document delivery service shall be deemed effective one (1) business day after delivery by such service. Notices mailed shall be deemed effective on the fifth (5th) business day following deposit in the United States mail. 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. As used herein, “business day” means a day other than Saturday, Sunday, or a federal holiday, state holiday in the State of Maryland, or a city holiday in the City of Rockville, Maryland.

7.1.2 MCRRC shall promptly notify City with any changes to entity or address throughout the Term.

7.2 Governing Law

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Maryland.

7.2.1 Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of Montgomery County, State of Maryland, and the MCRRC covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the State of Maryland, Southern Division.

7.2.2 Notwithstanding anything herein contained to the contrary, MCRRC acknowledge the Mayor and Council is a municipal corporation and its obligations hereunder are given on the to the extent permitted by applicable law, contingent upon the appropriation and encumbrance of funding; are subject to the Maryland Public Information Act presumption that all records within the custody of the City are available to the public for review; and are subject to the notice requirements and damage limitations stated in applicable law, including, but not limited to, the Local Government Tort Claims Act, Md. Code Ann., Ct & Jud Proc. § 5-301, et seq. (2013 Repl. Vol.), as amended from time to time.

7.3 Survival

The parties agree that provisions of this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to representations, warranties, acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination will so survive.

7.4 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.

7.5 Entire Agreement

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties.

7.6 Waivers and Amendments, Writing Required

- 7.6.1 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.
- 7.6.2 No waiver by any party at any time of any of the terms, conditions, or covenants shall be deemed as a waiver at any time thereafter of the same or of any other terms, condition or covenant.

7.7 No Third-Party Beneficiary

No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party to this Agreement, whether a third-party beneficiary or otherwise.

7.8 Successors

The covenants of this Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors, administrators, executors, and assigns.

7.9 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.

7.10 Electronic Signatures

This Agreement may be executed by electronic signature, which will be construed as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g., via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as DocuSign or Adobe Sign.

[Signatures on Following Page]



IN WITNESS WHEREOF, the Parties have each executed, or caused to be duly executed, this Agreement as of the day and year first written above.

MAYOR AND COUNCIL OF ROCKVILLE

By: _____
Jeff Mihelich, City Manager

Approved as to form:

Robert Dawson, City Attorney

MONTGOMERY COUNTY ROAD RUNNERS, INC.

By: _____
Ashley Zuraf, Executive Director

