

The Town of Upper Marlboro

RESOLUTION: 2022-16
SESSION: Regular Town Meeting
DATED: August 23rd, 2022

A RESOLUTION AUTHORIZING AN ECONOMIC DEVELOPMENT CONSULTING AGREEMENT WITH BETTER CITY, LLC

WHEREAS, pursuant to Section 5-205 of the LG Article of Md. Ann. Code, the Town may spend money for any public purpose and to affect the safety, health and general welfare of the municipality and its occupants; and

WHEREAS, the Board of Commissioners for the Town of Upper Marlboro (the “Board”) would like to engage the services of an economic development consulting firm to assist the Town in leveraging its assets and strengths to formulate and reach its economic development goals; and

WHEREAS, the Board authorized the issuance of a Request for Proposals (RFP# UM 2022-01) for a Downtown Economic Development Firm on or about September 1, 2022; and

WHEREAS, RFP# UM 2022-01 has yielded a proposed consultant and consulting services agreement with Better City, LLC, a Utah company, and an independent contractor with a principal place of business at 2565 Tyler Ave., Ogden, UT 84401 (“Contractor”); and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners for The Town of Upper Marlboro, sitting in regular session this 23rd day of August, 2022, that, subject to the provisions of this Resolution, the Town Board of Commissioners hereby authorizes the President to execute the attached Agreement for Services from Better City, LLC, which includes services billed on an hourly basis over a period of two years in an amount not to exceed \$70,000 and also includes certain other terms and conditions also attached hereto, and to execute any relevant contract documents to carry out the intent of this Resolution.

AND, BE IT FURTHER RESOLVED, by the Board of Commissioners for The Town of Upper Marlboro, that prior to execution of said agreement the Town Administrator shall obtain a certificate of good standing and, in his discretion and in the best interests of the Town consistent with this Resolution, a reasonable termination for convenience clause (e.g., 60, 90+... days) signed by the Contractor as deemed necessary to protect the Town and carry out the performance of the project or tasks described herein prior to the execution of the proposal or contract approved herein.

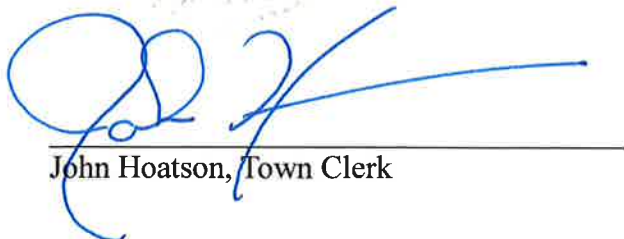
PASSED by the Board of Commissioners of the Town of Upper Marlboro, Maryland at a regular meeting on this 23rd day of August 2022.

The Town of Upper Marlboro

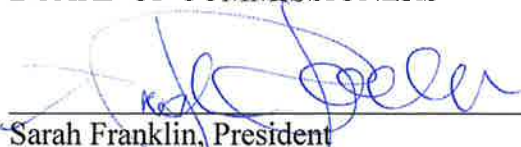
Attest:

THE TOWN OF UPPER MARLBORO
BOARD OF COMMISSIONERS

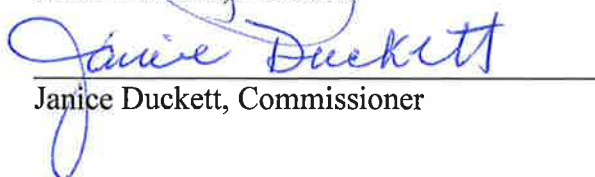




John Hoatson, Town Clerk



Sarah Franklin, President



Janice Duckett, Commissioner

Charles Colbert, Commissioner



Karen Lott, Commissioner



Thomas Hanchett, Commissioner

CERTIFICATION

I, the undersigned, hereby certify that I am the Town Clerk of the Town of Upper Marlboro and that the Board of Town Commissioners of the Town of Upper Marlboro at a public meeting at which a quorum was present adopted this Resolution, and that said Resolution is in full force and effect and has not been amended or repealed.

In witness whereof, I have hereunto set my hand and seal of the municipal corporation, this 23rd day of August 2022.



John Hoatson, Town Clerk

PROFESSIONAL CONSULTING SERVICES AGREEMENT

SCANNED
NOV 16 2022

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT (the "Agreement") is made and entered into this 30th day of September 2022 (the "Effective Date") by and between THE TOWN OF UPPER MARLBORO, a governmental entity organized by law as a political subdivision of the State of Maryland (hereinafter referred to as the "Town") and BETTER CITY LLC, a Utah limited liability company in good standing with the State of Maryland (hereinafter referred to as the "Firm").

WHEREAS, the Town wishes to engage the Firm to provide the services described herein and the Firm agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted, and agreed to, the Town and the Firm, intending to be legally bound, agree to the terms set forth below.

- 1. TERM.** Commencing as of October 1, 2022 and continuing until September 30, 2024 (the "Term") unless earlier terminated pursuant to Section 7 hereof, the Firm agrees that it will provide professional consulting services to the Town as specified in the Firm's proposed services.
- 2. DUTIES AND SERVICES.** The Firm's duties and responsibilities ("Services") shall be to perform economic development support on behalf of the Town, with a specific scope of work items listed in Attachment A.
- 3. CONSULTING FEE.**
 - a. Subject to the provisions hereof, the Town shall pay the Firm accordingly:
 - i. A monthly fee of two thousand nine hundred fifty dollars (\$2,950) for twenty-four (24) months, for a total of seventy thousand eight hundred dollars (\$70,800).
 - ii. If such expenditures are requested by the Town, the Firm shall be reimbursed for any direct expenditures that are incurred while working on behalf of the Town, subject to Town approval before these expenditures are made. Eligible reimbursements include mileage at \$0.625/mile, meals, and report production costs such as copies, binding, and postage costs.
 - b. The Firm agrees that all Services will be rendered by employees of the Firm as independent contractors and that this Agreement does not create an employer-employee relationship between the Town and the Firm. The Firm shall have no right to receive any employee benefits including, but not limited to, health and

accident insurance, life insurance, sick leave, and/or vacation. The Firm agrees to pay all taxes, including self-employment taxes due in respect of the Consulting Fees and to indemnify the Town in the event the Town is required to pay any such taxes on behalf of the Firm.

4. AUTHORIZED REPRESENTATIVES. Each party shall name an individual, specified in Sections 4a and 4b, as its authorized representative for purposes of representation and notices.

a. The Town designates:

Sarah Franklin, Mayor
14211 School Lane
Upper Marlboro MD 20772
301-627-6905
Mayor@UpperMarlboroMD.gov

Kyle Snyder, Town Administrator
14211 School Lane
Upper Marlboro MD 20772
301-627-6905 ex1104
Ksnyder@UpperMarlboroMD.gov

b. The Firm designates:

Jason Godfrey
2565 Tyler Ave
Ogden, UT 84401
(801) 332-9006
jason@bettercity.us

5. INDEMNIFICATION. The Firm agrees and covenants to hold harmless and indemnify the Town from any claims, losses, injury, expenses and attorneys' fees proximately caused by any negligent conduct or omissions that constitute a form of tortious behavior on the part of the Firm, its officers, employees, or agents in the execution of the work performed in accordance with this Agreement, or which constitutes a breach of this Agreement.

The Town agrees and covenants to hold harmless and indemnify the Firm from any claims, losses, injury, expenses, and attorneys' fees proximately caused by any negligent conduct or omissions that constitute a form of tortious behavior on the part of the Town, its officers, employees, or agents in the execution of the work performed in accordance with this Agreement, or which constitutes a breach of this Agreement.

6. SUCCESSORS AND ASSIGNS. The Firm and Town agree that the provisions of this Agreement shall be binding on heirs, permitted assigns and successors and agents.

This contract may not be assigned, in whole or in part, without the prior written consent of both parties hereto.

7. TERMINATION. This Agreement may be terminated for any reason or no reason whatsoever by either party upon 30 days' written notice to the designated representative. At the time of termination, the Firm will provide to Town all work completed or in process as of the date of termination. Within 30 days of termination, Town will make payment to the Firm for all authorized fees and expenses outstanding.

8. CONFIDENTIALITY OF DATA. The Firm shall treat all data that it receives from or through the Town or is otherwise exposed to within the course of completing the scope of work, with the highest degree of confidentiality and in compliance with all applicable federal and state laws and regulations.

The Firm acknowledges that it may be provided or come into contact with confidential information of the Town or other related parties (collectively, "Town's Confidential Information"). In recognition of the foregoing, the Firm covenants and agrees that:

- It will keep and maintain the Town's Confidential Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure;
- It will use and disclose the Town's Confidential Information solely for the purposes for which such information, or access to it, is provided, and the Firm will not use or disclose Town's Confidential Information for its own purposes or for the benefit of anyone other than the Town or related parties;
- It will not directly or indirectly disclose any of the Town's Confidential Information to any third party, except with the Town's prior written consent or as otherwise provided herein;
- It will not directly or indirectly use any of the Town's Confidential Information to gain an unfair business advantage;
- It shall, upon the earlier of (i) completion of discussions between the parties or any engagement of the Firm by Town, (ii) determination that it has no need for the Town's Confidential Information, or (iii) at any time the Town may so request, dispose of all records, electronic or otherwise (including all backup records and/or other copies thereof) regarding or including any of the Town's Confidential Information that Firm may then possess or control. Disposal shall be achieved through prompt delivery of the records to the Town or destruction in a manner that renders the records unreadable and undecipherable by any means. Upon any occurrence of (i), (ii), or (iii) above, the Firm shall, upon request of the Town, promptly certify in writing, in a form acceptable to the Town and executed by an authorized officer of the Firm, that all of Town's Confidential Information has been destroyed or returned.

9. ENTIRE AGREEMENT. This Agreement contains the complete agreement and understanding of the parties hereto and supersedes any previous understandings, commitments, proposals or agreements whether oral or written and may only be

modified or amended in writing or executed by authorized individuals of Town and Firm.

10. SUBCONTRACTING. The Firm shall not subcontract any portion of the contractor agreement of services to be performed under this contract without the prior written approval of the Town.

11. DISPUTES. In the event of any dispute, mediation, arbitration or litigation the laws of the State of Maryland shall apply and the prevailing party shall be entitled to and awarded its attorney fees and costs therefore.

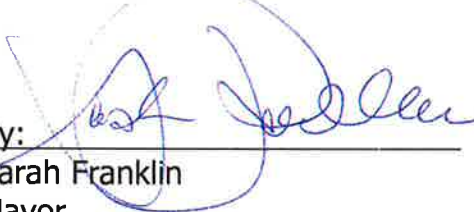
12. SEVERABILITY. If any portion of this contract is found to be null, void, of no effect and/or unenforceable, the remaining provisions shall remain in full force and effect.

13. SIGNATURES.

EXECUTED as of the Effective Date stated above.

THE TOWN OF UPPER MARLBORO

BETTER CITY LLC

By: 

Sarah Franklin
Mayor

By: 

Jason Godfrey
CEO

Attachment A - Scope of Work

Scope of Project: The Town of Upper Marlboro will create an advisory committee, to include Town elected officials and staff, property and business owners, and members of the public to work directly with the consultant and staff to provide review comments and recommendations. The selected consultant must:

- a. Facilitate, record, and process information gathered from a determined number of stakeholder meetings and other means to collect public input, including resident surveys.
- b. Attend regular Town meetings and work sessions.
- c. Analyze demographic, economic, infrastructure, transportation, and environmental data to recognize historical trends and to project future trends.
- d. Analyze existing land use regulations and policies.
- e. Evaluate existing traffic patterns and make recommendations, particularly to increase the pedestrian friendliness of walking to Main Street from residential areas and other current or planned commercial centers.
- f. Evaluate existing parking and make recommendations for future needs, this should include implementation strategies for enhancing and expanding downtown parking.
- g. Identify public space improvements.
- h. Identify strategies to enhance downtown gateways, and commercial centers, and create a visual connection between areas via branding.
- i. Identify ways to improve Downtown Upper Marlboro's walk and bike scores.
- j. Identify opportunities and provide vision for mixed-use infill development that maintains the character and walkability of the downtown district.
- k. Assist the Town in completing its 10-year Vision Plan that currently underway.
- l. Review and support the Town's Building Improvement Program with the Sustainable Communities Working Group.
- m. Create business retention and attraction strategies including identifying specific business types to target.
- n. Identify methods to encourage and incentivize investment in commercial properties by area property owners.
- o. Recommend strategies to develop an environmental tourism market in Upper Marlboro.
- p. Assist the Town with its designation as a Main Street Affiliate and assist with developing a business group and possible Main Street Manager.
- q. Prepare implementation strategies to achieve goals and objectives and assign responsibilities
- r. Please provide a timeframe/schedule for any deliverables in your proposal.

Deliverables:

- Phased Implementation Plan
- Digital copy of all reference data and preliminary study documents.
- Recommendations and renderings and other supporting materials for the Town's Vision Plan

- Marketing materials for attracting new businesses.
- Marketing materials for tourism
- Funding plans / options