

The Town of Upper Marlboro

RESOLUTION: 2022-19

SESSION: Regular Town Meeting

DATED: August 23, 2022

A RESOLUTION AUTHORIZING PARKING SERVICES AGREEMENT WITH PARKMOBILE FOR MOBILE PAYMENT OPTIONS AT TOWN PARKING METERS

WHEREAS, the Board of Commissioners for the Town of Upper Marlboro, a body politic and corporate of the State of Maryland under its Charter, and as a municipal corporation is duly empowered by state law to regulate parking and collect parking meter fees; and

WHEREAS, the Board of Commissioners for the Town of Upper Marlboro would like to expand options for residents and visitors to use mobile applications to pay for parking at Town-owned and operated parking meters and lots: and

WHEREAS, the proposed Parking Services Agreement with Parkmobile, LLC, a Delaware limited liability company, will have no Implementation or User Fee costs to the Town,: 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 the Town Board of Commissioners hereby authorizes the President to execute the attached Parking Services Agreement from Parkmobile, LLC, pending Parkmobile LLC obtaining certification to do business in Maryland and to execute any relevant contract documents.

AND, BE IT FURTHER RESOLVED, by the Board of Commissioners for The Town of Upper Marlboro, that the Town Administrator shall obtain proof of insurance and a reasonable release and waiver of liability form 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.

Attest:

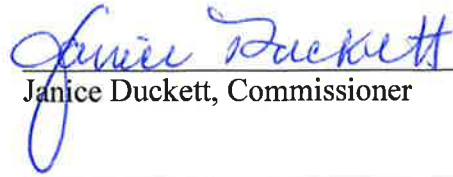
THE TOWN OF UPPER MARLBORO
BOARD OF COMMISSIONERS



Sarah Franklin, President

The Town of Upper Marlboro





Janice Duckett, Commissioner

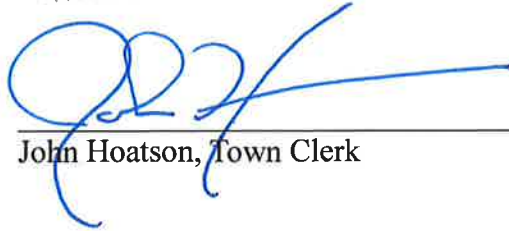
Charles Colbert, Commissioner



Karen Lott, Commissioner



Thomas Hanchett, Commissioner

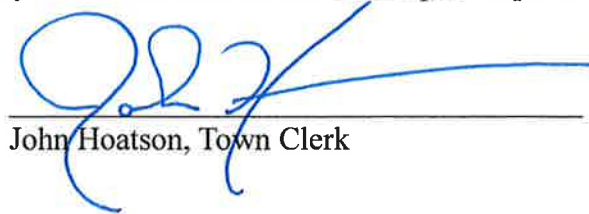


John Hoatson, Town Clerk

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



Parking Services Agreement

This Parking Services Agreement ("Agreement") is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1100 Spring St. NW, Ste 200, Atlanta, GA 30309 ("ParkMobile") and Town of Upper Marlboro, a Maryland municipality, with offices at 14211 School Lane, Upper Marlboro, MD 20772 ("Client"). This Agreement will become effective as of the last signature date below (the "Effective Date").

1. TERM.

The term of this Agreement will begin on the Effective Date and continue for a period of three (3) years, unless and until earlier terminated as provided under this Agreement or applicable law (the "Initial Term").

On expiration of the Initial Term, this Agreement automatically renews for additional successive one (1) year terms unless and until either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term").

2. FEES.

Implementation Fees			
Description	Units	Rate	Price
Setup Fee	0	\$250.00	\$0.00
Custom Development	0	\$165.00/hr	\$0.00
Total Implementation Fees			\$0.00

Signage Fees	
Client is responsible for installation and any associated costs.	
Standard ParkMobile 12x18 sign	\$20 per sign
Standard ParkMobile 18x24 sign	\$40 per sign
Standard ParkMobile Decal (up to 16 sq inches)	\$10 per decal
Standard ParkMobile Decal (17-64 sq inches)	\$20 per decal
Non-Standard Signage	Pricing TBD

Additional Fees	
Call Center & Customer Support	WAIVED
Client Support & Maintenance	WAIVED

Additional Fees	
Hosting	WAIVED
Enforcement Portal	WAIVED
Reporting Portal	WAIVED
Marketing & Advertising	WAIVED

User Fees		
On-Demand User Fee	\$0.35	per Transaction
Reservation User Fee	15%	of Parking Fee
Service Fee for "no-charge" Reservation	\$1.00	per Transaction

ParkMobile reserves the right to increase fees at any time by providing Client thirty (30) days' written notice.

3. MERCHANT OF RECORD.

The parties designate ParkMobile as the merchant of record. **Client agrees to pay ParkMobile \$0.20 + 3% of the total transaction amount per transaction for this service.** ParkMobile will remit any amounts due Client in arrears to Client on the 15th of the following month.

4. ADDITIONAL SERVICES.

Client will receive ParkMobile's standard reservation implementation package, which includes: location programming, parking permit creation, standard integrations, and merchant processing and transaction testing. ParkMobile will include Client's Parking Locations on all ParkMobile internal sales channels including the ParkMobile-branded Application and ParkMobile-branded websites. Additionally, ParkMobile will provide Client with access to ParkMobile's Manager Tool at no additional charge.

ParkMobile does not charge integration fees for standard integrations with third-party partners with which the Services are currently integrated. However, the third-party provider may charge an integration fee, which will be charged to Client.

ParkMobile may provide Client with access to an iOS scanning application at no additional charge for use in enforcement and validation.

During the Term, Client may be eligible to purchase additional services from ParkMobile, which may be available at an additional cost determined by ParkMobile. Additional services may include: (a) zone and rate structure changes after implementation; (b) additional marketing or advertising; (c) customized reporting; (d) custom integrations; (e) citation or enforcement support; (f) replacement signage or decals; and (g) additional training.

5. EXCLUDED SERVICES.

The Services under this Agreement do not include ParkMobile providing or paying for Client's use of mobile devices for enforcement, including data plans, or integration to third-parties with which the Services are not currently integrated.

6. NOTICES.

All notices must be in writing and addressed to the other party at the addresses set forth on the first page of this Agreement (or to such other address that the receiving party may designate from time to time in accordance with this section). Subject to the foregoing, all notices of termination or breach must be in writing and addressed to the attention of the other party's legal department (which for ParkMobile is legal-notices@parkmobile.io). Subject to the foregoing, all other notices must be in writing and addressed to the other party's primary contact. Notice will be effective only upon receipt by the receiving party and if the party giving the notice has complied with the requirements of this section.

PARKING LOCATIONS
<p>The Services will be provided to Client in the following locations/geographical territory:</p> <p>All Client locations</p>

ADDITIONAL TERMS
<p>Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility.</p> <p>The parties agree to strike the exclusivity requirement set forth in the Client Terms & Conditions.</p>

LICENSE TERMS & CONDITIONS

Upon Client's signature, this Agreement is governed by the ParkMobile Client General Terms and Conditions found at <https://parkmobile.io/client-terms/> ("Terms"), and together with the Terms constitute the entire Agreement between Client and ParkMobile. ParkMobile may reject this Agreement if changes have been made to this Agreement (other than by completing Client's information and submitting a signature) or if the signatory does not have authority to bind the parties. The terms of this Agreement are ParkMobile Confidential Information.

The parties have executed this Agreement as of the Effective Date.

TOWN OF UPPER MARLBORO

By: 

Name:

SARAH FRANKLIN

Title:

MAYOR

Date:

9/2/2022

PARKMOBILE, LLC

By: _____

Name:

Title:

Date: