

## The Town of Upper Marlboro

RESOLUTION: 2022-29  
SESSION: Regular Town Meeting  
DATED: November 22, 2022

A RESOLUTION OF THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO RENEWING A CONSULTANT AGREEMENT WITH FELDMANN COMMUNICATIONS STRATEGIES, LLC TO CONTINUE TO SERVE AS THE TOWN'S MEDIA RELATIONS FIRM CONTRACT.

**WHEREAS**, the Board of Commissioners for the Town of Upper Marlboro has authority pursuant to §82-56 of the Town Charter, and Ordinance 2011-02 to enter into professional services contracts; and

**WHEREAS**, a previous president entered into a consultant agreement dated April 17, 2019 with Feldmann Communications Strategies, LLC ("FCS"), which was ratified by the Board on June 17, 2019; and

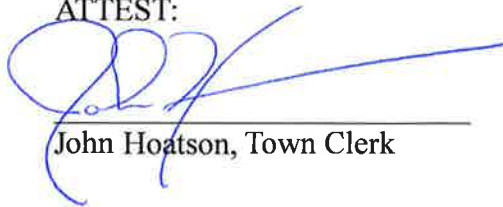
**WHEREAS**, pursuant to Town's Charter, Section 82-56 (Purchasing and Contracts), all expenditures for contracts and purchases with an anticipated cost of more than ten thousand dollars (\$10,000) shall be subject to competitive sealed bidding unless the Board, by unanimous vote of the full Board, finds another method of procurement to be more advantageous; and

**WHEREAS**, the Board of Town Commissioners waived the formal request for bids process and alternatively released RFP #UM 2022-02 soliciting proposals, and thereby published said request for proposals for at least 15 days to seek interested applicants during the period of September 28, 2022 through October 31, 2022; and

**WHEREAS**, the Town Board of Commissioners hereby finds that sufficient funds have been appropriated and that FCS is a responsible offeror or firm whose proposal is the most advantageous to the Town taking into consideration price and the evaluation factors set forth in the request for proposals including an hourly fee of \$125.00/hour for communications and media relations work performed as indicated in the Description of Services.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners for The Town of Upper Marlboro, sitting in regular session this 22<sup>nd</sup> day of November 2022, that the Town Board of Commissioners hereby approves and further authorizes the President to sign, on behalf of the Town, the Feldman Communications Strategies, LLC consultant contract dated 1-1-23, as an 18-month duration contract beginning January 1, 2023 and ending on June 30, 2024.

ATTEST:

  
\_\_\_\_\_  
John Hoatson, Town Clerk

Date: 11 22 22



THE TOWN OF UPPER MARLBORO

  
\_\_\_\_\_  
Sarah Franklin, President

  
\_\_\_\_\_  
Charles Colbert, Commissioner

  
\_\_\_\_\_  
Janice Duckett, Commissioner

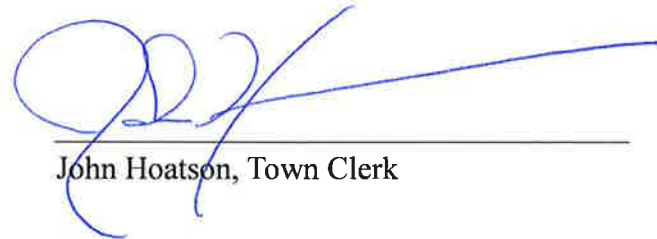
  
\_\_\_\_\_  
Thomas Hanchett, Commissioner

  
\_\_\_\_\_  
Karen Lott, 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 Ordinance, and that said Ordinance 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 22nd day of November 2022.

  
\_\_\_\_\_  
John Hoatson, Town Clerk

ATTACHMENT A- Feldmann RFP

**RFP # UM 2022-02**  
**Town Media Relations Firm**

**FELDMANN COMMUNICATIONS STRATEGIES LLC**  
**COMMUNICATIONS CONSULTANT PROPOSAL**

THIS CONSULTANT AGREEMENT ("Agreement") is entered into as of the 1st day of January, 2023 ("Effective Date") between the Town of Upper Marlboro, Maryland ("Client"), and Feldmann Communications Strategies LLC ("Consultant").

1. Feldmann Communications Strategies LLC ("FCS") will provide the Town of Upper Marlboro, Maryland ("Client") with consulting services as mutually agreed upon and described in the attached Statement of Work ("Services"). Any changes to the Statement of Work must be in writing signed by both parties.
2. Client shall pay to FCS, as compensation for the Services, the fees set forth on Exhibit A in accordance with the payment schedule set forth on Exhibit A. Unless otherwise provided on Exhibit A, FCS will invoice Client for the Services Fees monthly. All Fees shall be due and payable within thirty (30) days after the date of Customer's invoice for Fees due hereunder.
3. Client shall reimburse FCS for all actual and reasonable, client or customer-related business or expenses incurred by FCS in connection with FCS's duties on behalf of Client provided that FCS shall keep, and present to Client, records and receipts relating to such reimbursable expenses. Such records and receipts shall be maintained and presented in a format, and with such regularity, as Client reasonably may require in order to substantiate Client's right to claim income tax deductions for such expenses. These expenses must be agreed to by both parties in advance.
4. The Client and FCS may terminate this Agreement at any time with thirty (30) day written notice to the other party, and immediately FCS shall cease providing Services. Upon termination, FCS will be paid for all of the services properly performed prior to termination. Termination of this Agreement will not relieve or release either party from any rights, liabilities or obligations that have accrued under this Agreement or under law, or from liability for any breach of the party's obligations under this Agreement that occurred before the date of termination.
5. FCS hereby grants to Client a non-exclusive license to use FCS's trademarks, tradenames, and copyrighted material ("FCS Property") designated by and belonging to the FCS solely in connection with the Services. Client shall not use or authorize any others to use, distribute or disseminate or cause to be distributed or disseminated, FCS Property in any manner not specifically authorized by this Services Agreement. Client agrees that it shall in no way contest or deny the validity of, or the right or title of FCS in or to such FCS Property, by reason of this Agreement, and shall not encourage or assist others directly or indirectly to do so, during the lifetime of this Services Agreement and thereafter.

6. In addition, Client shall not utilize any such FCS Property in any manner which would diminish its value or harm the reputation of FCS. This provision shall survive the termination of this Services Agreement.

7. Similarly, FCS has the right to list the Client's business name and logo on the FCS website as a current client.

8. The Client and FCS agree to retain in confidence any confidential or proprietary information received hereunder and all information that by the nature of the circumstances surrounding the disclosure, should in good faith be treated as proprietary and/or confidential, and will make no use of such information except in connection with its performance hereunder. This provision shall survive the termination of this Services Agreement.

9. For all purposes under this Agreement, FCS shall be and act as an independent contractor of Client, and nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, fiduciary or employment relationship between the Parties. The Parties agree that all individuals performing Services on FCS's behalf are not, for any purpose whatsoever, (a) considered to be employees, independent contractors or agents of Client or (b) entitled to any compensation or employee benefits from Client.

10. No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

11. Neither Party may assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, upon written notice to the other Party, assign or transfer this Agreement in its entirety to a party that succeeds to all or substantially all of such Party's business or assets, whether by sale, merger, operation of law or otherwise. In such case, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Any attempted assignment or transfer in violation of this Section shall be null and void.

12. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties.

13. No waiver of any right shall be effective unless consented to in writing by the Party to be charged with such waiver, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

14. The Client and FCS, jointly and severally, indemnify, defend and hold harmless one another, their affiliates and their respective directors, officers, employees, agents, successors and assigns from all claims, suits, judgments, costs, liabilities, fines, damages, losses, taxes, penalties, interest and expenses, including reasonable attorneys' fees and related costs, resulting from or arising out of (a) any breach of this Agreement or any warranty hereunder; (b) any act, omission or

performance of any of the services by FCS or FCS's employees, agents or subcontractors; (d) infringement of any trade secret, copyright, trademark, patent or any other intellectual property right of any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Date first above written.

By: \_\_\_\_\_  
Raymond C. Feldmann  
President & CEO  
Feldmann Communications Strategies LLC

By: \_\_\_\_\_  
The Honorable Sarah Franklin  
Mayor  
Town of Upper Marlboro, MD

## **EXHIBIT A**

### **Statement of Work**

This Statement of Work is made effective 01/01/23, by and between FCS and Client (Town of Upper Marlboro, Maryland).

#### **Description of Services:**

**-MEDIA OUTREACH:** Positive story placement about the Town of Upper Marlboro Commissioners and town staff in local Prince George's and Washington, DC media outlets, as well as media outlets in the Baltimore media market and eventually nationally; Develop positive news and feature stories that help to tell the contemporary Upper Marlboro story: what is taking place today, what steps the Board and staff are taking to change the image and reputation of the town, how they are changing the narrative about the town's relationship with Prince George's County and the state; Assist the Board and staff in developing positive working relationships with area reporters, news editors, and news directors.

**-EVENT PROMOTION AND PUBLICITY:** Provide public relations and media relations support for major signature events taking place in Upper Marlboro, such as Marlboro Day and the Washington International Horse Show. This scope of work will include press release production, media outreach, press conference planning and preparation, etc.

**-SOCIAL MEDIA STRATEGY AND MESSAGING:** Work closely with Board of Commissioners and town staff to develop a strategy for posting content (including photos and videos) on the town's Facebook, Twitter, You Tube, and Instagram platforms; This task will include developing and posting more videos on You Tube to visually highlight positive developments happening in the town.

**-CRISIS COMMUNICATIONS:** Serve as an on-call resource on a 24/7 basis for crisis management and communications involving all aspects of town operations, including the police department, public works, courts, transportation, Mayor's office, Board, etc.; Will serve in a consulting role to the Board and other town staff as appropriate to advise on strategy and messaging during the crisis situation.

**-MEDIA TRAINING AND COACHING (OPTIONAL):** Media training and coaching for Board of Commissioners and town staff as appropriate, as well as event and topic-specific media preparations, throughout the term of this contract. This service will include a half-day, one-time media training session for the new slate of Town commissioners.

The additional cost for this one-time, half-day media training curriculum will be \$2,000 (not included in the fee structure below).

**Billing Rate**

An hourly fee of \$125.00/hour for communications and media relations work performed from the aforementioned Description of Services (not including the one-time media training session).

Notes: This agreement will be in place for a period of 18 months, beginning on Jan. 1, 2023 and ending on June 30, 2024, at which time it is subject to renewal upon agreement of both parties.

**Additional Terms and Conditions:**

Time estimated: As needed basis.

This Statement of Work serves as an Exhibit to the Consultant Agreement.

Agreed and Accepted:

By: \_\_\_\_\_  
Raymond C. Feldmann  
President & CEO  
Feldmann Communications Strategies LCC

By: \_\_\_\_\_  
The Honorable Sarah Franklin  
Mayor  
Town of Upper Marlboro, MD