

James P. Nolan
Chairman

Kenneth Armwood
Freeholder Liaison



IMPROVEMENT AUTHORITY
MIDDLESEX COUNTY ♦ NJ

H. James Polos
Executive Director

April 20, 2020

Via UPS

Carol Berlen
Rainone Coughlin Minchello, LLC
555 Route One South, Suite 440
Iselin, New Jersey, 08830

RE: Keyword Strategies, LLC/Fully Executed Contract

Dear Ms. Berlen,

Enclosed please find the fully executed contract for Keyword Strategies, LLC.
Kindly retain for your records. Thank you.

Very Truly Yours,

Carol Byrnes
MCIA Custodian of Records

CONTRACT

THIS CONTRACT is entered into as of the 1st day of January, 2020, between the **MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey, with an office located at 101 Interchange Plaza, Cranbury, New Jersey 08512 (hereinafter the "MCIA"), and **KEYWOOD STRATEGIES, LLC** having a mailing address of 59 Cornell Ave, Berkeley Heights, New Jersey 07922 (hereinafter the "Contractor").

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Authorization.** By Resolution dated March 11, 2020, the MCIA awarded a contract to Contractor.
2. **General Scope of Service.** Contractor shall provide public relations related services (the "Services") as described on Schedule A.
3. **Compensation.** Contractor shall be compensated for the timely and complete performance of its obligations under this Contract, as follows:

The cost for the provision of the Services shall be a monthly retainer fee of Five Thousand Dollars per month (\$5,000.00) for a total annual cost not to exceed \$70,000.00.
4. **No Assignment.** The MCIA has awarded this Contract to Contractor due to the expertise of Contractor in its field, and due to the unique and specialized services to be performed. Accordingly, this Contract may not be assigned by Contractor without the MCIA's consent.
5. **Term.** This is a contract commencing as of March 11, 2020 and terminating December 31, 2020.

6. **Default/Termination.** Notwithstanding anything contained herein in the event of the default of the Contractor to provide the Services, the MCIA may terminate the Contract without penalty on ten (10) days written notice to Contractor. Further, Contractor and the MCIA may terminate the Contract without penalty on thirty (30) days written notice to the other party.
7. **Termination.** It is understood and agreed to by the Contractor that the Authority may cancel this contract at any time by giving prior written notice of said cancellation to the Contractor within sixty (60) days prior to the effective cancellation date.
8. **Non-Discrimination.** Contractor shall not discriminate in the furnishing of its services or hiring practices due to race, color, national origin, disability, nationality, religion, sex, marital status, age, ancestry, gender identity or expression, or affectional or sexual orientation.
9. **Affirmative Action.** Contractor shall conform to the State of New Jersey Affirmative Action requirements attached hereto and made a part hereof as Exhibit A.

10. **Notices.** All notices required or permitted to be given under this Contract shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight delivery service, to the parties at the addresses listed below:

CONTRACTOR:

Keywood Strategies, LLC
59 Cornell Ave
Berkeley Heights, New Jersey 07922
Attention: George Devanney, Partner

MCIA: Middlesex County Improvement Authority
101 Interchange Plaza
Cranbury, New Jersey 08512
Attention: Chairman James P. Nolan

Louis N. Rainone, General Counsel
Rainone Coughlin Minchello, LLC
555 Route One South South, Suite 440
Iselin, New Jersey 08830

11. **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of New Jersey, without regard to the conflicts of laws or choice of law provisions thereof.
12. **Severability.** If any provision of this Contract shall be held invalid, its invalidity shall not affect any other provisions of this Contract that can be given effect without the invalid provisions, and for this purpose the provisions of this Contract are deemed to be severable.
13. **No Waiver.** No delay or failure by the MCIA to exercise any right under this Contract, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

14. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto. This Contract shall not be altered, amended, supplemented or terminated except by an agreement in writing, signed by both parties hereto.

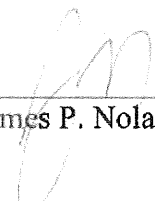
15. **Records Retention.** Contractor shall maintain all documentation related to services under this contract for a period of five (5) years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

In witness whereof, the parties hereto have set their hands and seals as of the date above written.

ATTEST:

MIDDLESEX COUNTY IMPROVEMENT
AUTHORITY


Paul Abbey, Secretary

By: 
James P. Nolan, Chairman

WITNESS:

KEYWOOD STRATEGIES, LLC

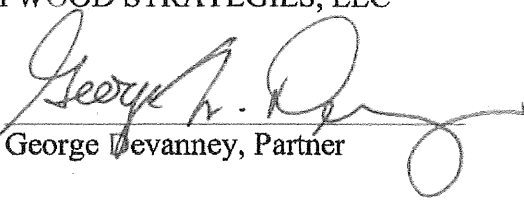
By: 
George Devanney, Partner

EXHIBIT A
AFFIRMATIVE ACTION/EQUAL OPPORTUNITY REQUIREMENTS

During the performance of this contract, the contractor agrees as follows:

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;
- b. The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- c. The contractor or subcontractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the Public Agency Contracting Officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.
- f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender

identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;
- h. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency after notification of award, but prior to execution of a goods and services contract, one of the following three documents:

- a. Letter of Federal Affirmative Action Plan Approval;
- b. Certificate of Employee Information Report; or
- c. Employee Information Report Form AA 302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

The contractor and subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunities Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations and the MCIA shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Schedule A

SCOPE OF SERVICES AND SCHEDULE OF COMPENSATION

4. SCOPE OF SERVICE

The scope of service to be provided by Keywood Strategies, shall include, but not be limited to the following:

- Provide strategic advice and recommendations on all matters relating to the promotion of services and programs of the MCIA.
- Provide strategic advice and assist in building coalitions and outreach to promote the services and programs of the MCIA to the public and political subdivisions served by the MCIA.
- Help maintain regular formal and informal communications with the MCIA, and elected officials as needed.
- Monitor, assist and advise in the development of a social media platform for the MCIA.
- Attend governmental, community meetings, business meetings, and/or events, that the MCIA may deem necessary.
- Provide general intergovernmental support with Local, County, and State Government as needed.
- As registered State Lobbyists, assist and advocate on behalf of the MCIA as necessary.

More specifically, in order to accomplish the scope of service detailed above, Keywood Strategies will serve as the lead liaison between the MCIA, the County of Middlesex and their marketing and promotional consultant(s). We will take a lead role as the Authority shifts from supporting general county services to one primarily focused on economic development. Keywood Strategies will enhance and improve the visibility of the MCIA as an agency of Middlesex County Government with a focus on Economic Development driven by the County's unique position at the intersection of where collaboration, opportunity, education and innovation meet. Services will include the promotion of the operational, cost efficiency and social benefits of other countywide MCIA programs, including MCFOODS and municipal curbside recycling programs. Additionally, we will work to enhance the profile of the MCIA's municipal project financing and equipment lease program and grow the MCIA's role in assisting and promoting economic development projects County-wide. Our goal is to position the MCIA so that municipalities view and use the MCIA for resources and assistance in economic development.

Keywood Strategies will update both print and online versions of the MCIA's published materials, including Annual Recycling Schedule and Reuse It Brochure. We will also create simple materials about the Financing and Equipment Lease Program; develop user friendly information brochures about MCFOODS Program and a "From the MCIA" Corner in the County Freeholder Newsletter. Keywood Strategies will also assist with the writing of articles, letters, columns as required by the Executive Director and assist with the creation of the MCIA Annual Report.



Strategic Thinking • Government & Policy Advocacy • Business Development

59 Cornell Avenue • Berkeley Heights, NJ 07922

Phone: 908.464.1254 • Fax: 908.790.1395 • Web: www.keywoodstrategies.com

Keyword Strategies will engage in the development of a social media campaign, write and distribute press releases as needed, work on advertising (print, radio and TV) insuring the message is in alignment with the four basic planks of the Middlesex County messaging campaign. Keyword Strategies will also assist senior management staff with the coordination and staging of any press conferences or media events scheduled.

To ensure that the MCIA, County Press Office and County Marketing and Media Consultant are all in agreement, Keyword Strategies will attend regular meetings with these entities and submit any work product to the MCIA and County Press Office for approval as needed.

5. SCHEDULE OF COMPENSATION

Keyword Strategies, LLC agrees to provide the above scope of service at a monthly retainer fee of Five Thousand Dollars (\$5,000.00). The retainer shall be payable by the MCIA on the first of each month upon receipt of a monthly invoice.



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