

COMMUNITY RELATIONS INFORMATION AGREEMENT

This Agreement is made as of January 1, 2024, by and between the Township of North Bergen ("Township"), which is located at 4233 Kennedy Boulevard, North Bergen, New Jersey 07047, and Vision Media Marketing, Inc., with an office located at The Media Center, 854 8th Street, Secaucus, New Jersey 07094 ("Contractor").

In consideration of the mutual covenants, conditions and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall provide the following services:
 - (a) *General Services:*
 - 1) Be available for consultation with Township representatives on an as needed basis as required.
 - 2) Advise on communication strategy, handle media relations and crisis communications, and act as a media spokesperson for the Township.
 - 3) Attend all regularly scheduled and special meetings of the Township Commission.
 - 4) Prepare and place all press releases and attend all press conferences as required by the Township.
 - 5) Assist with managing Township social media pages and handle social media advertising, develop content for the Township Website.
 - 6) Development of annual Tax Letter.
 - 7) Provide content and all video services for bimonthly "NB Update" Videos. Any additional video services requiring outside vendors must be approved by the Township.
 - 8) Prepare bimonthly "NB Update" Mailings.
 - 9) Work with Township Administrator to establish communications calendar for "NB Updates" referenced in #7 & #8 above.
 - 10) Prepare and provide cost estimates for all proposed special projects.

11) Provide translation as needed.

12) All printed materials must adhere to approved printer sizes, specifications and deadlines. Any exceptions, including rush orders, must be approved in advance by the Township.

(b) *Special Projects:*

Special Projects include, but are not limited to, promoting and covering Township special events, developing material to attract business and investment into the community, promotion of social media, creating awareness for Township residents of Township services, informing residents and taxpayers of particular issues affecting the community, and printing, photography, video production, radio production, survey research, and graphic arts and design related to said special projects.

2. Compensation & Disbursements.

2.1 Monthly Fee. The monthly fee for general services shall be \$5,833.33.

2.2 Special Projects. The fees for Special Projects shall be hourly, and based on the schedule attached hereto as Attachment A.

2.3 Agency Fee and Disbursements. Contractor shall also collect an agency commission of 15% on any advertisement that it creates and places. Disbursements shall be reimbursed as follows:

- Copy Cost: \$.05 per page for 8½ x 11”
\$.07 per page for 8½ x 14”
- Postage: Direct Reimbursement
- Travel Expenses: Prevailing IRS rate/mile plus Tolls and Parking
- Any other reasonable and necessary expenses incurred in the course of performing the contract: Direct Reimbursement

2.4 Maximum Amount

The total compensation to be paid for the above referenced services shall not exceed \$150,000.00 inclusive of costs and expenses, and if this maximum is reached, application may be made to the Board of Commissioners to increase said amount.

3. Compliance With RFQ.

Contractor agrees to comply with the terms and conditions set forth in the Township's Request for Qualifications for the 2024 year.

4. Term. The term of this Agreement is for a period of one (1) year commencing effective January 1, 2024, and ending on December 31, 2024.

5. Independent Contractor. Contractor's relationship to the Township shall at all times be that of an independent contractor. The method and manner in which Contractor's services hereunder shall be performed shall be determined by Contractor, in its sole discretion, and the Township will not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by Contractor shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Contractor, or any of its employees, as employees or agents of the Township.

6. Notice. Any notice, request or other communication to either party by the other concerning the terms and conditions of this Agreement, shall be in writing and shall be deemed given only (i) when actually received by the addressee; or (ii) mailed postage prepaid, by certified or registered mail, return receipt requested, addressed as follows:

If to Contractor:
Paul Swibinski
Vision Media Marketing, Inc.
The Media Center
854 8th Street
Secaucus, New Jersey 07094

If to the Township:
Township Clerk
Town Hall
4233 Kennedy Blvd.
North Bergen, New Jersey 07047

With copy to:

Purchasing Agent
Town Hall
4233 Kennedy Blvd.
North Bergen, New Jersey 07047

The person and the place to which notices are to be mailed to either party may be changed from time to time by notice given in accordance with the provisions of this section.

7. Termination. Township may terminate this Agreement at any time with or without cause (and no cause need be stated) by giving thirty (30) days notice to Contractor.

8. Indemnity/Insurance. Contractor will comply with the indemnification and insurance requirements set forth in Attachment B.

9. Taxes, Unemployment Insurance and Related Items. Contractor hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any state, which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on the work covered by this Agreement or in any way connected therewith; and Contractor shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and Contractor shall reimburse Township for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law Township may be required to pay same or any part thereof.

10. Affirmative Action. Pursuant to N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127, as amended), and N.J.A.C. 17:27-1 et seq. Contractor agrees to the terms of the Mandatory Affirmative Action Language set forth in Exhibit A, attached hereto.

11. New Jersey Business Registration Requirements. Pursuant to N.J.S.A. 52:32-44, the Township ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the Contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the Contractor, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) the Contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the Contractor with a valid proof of business registration.

(2) the Contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) the Contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the Contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a Contracting Agency.

12. Retention of Records. Pursuant to N.J.A.C. 17:44-2.2 (see also N.J.S.A. 52:15C-14(d)), Contractor shall maintain all documentation related to products, transactions or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

13. General.

13.1 Modifications: This Agreement or any part thereof may not be modified, except by written agreement of the parties, signed by the duly authorized officers or agents of the parties.

13.2 No Waiver: No omissions or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.

13.3 Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

13.4 Venue: Any controversies or disagreements arising out of, or relating to, this Agreement or the breach thereof, shall be resolved in the Hudson County Superior Court of New Jersey or the District Court of New Jersey.

13.5 Severability: If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

13.6 Successors and Assignees: The Township shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of Contractor. Contractor shall not assign or transfer its rights or obligations under this Agreement without prior written consent of the Township.

13.7 Force Majeure: In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party, whether such occurrence be an act of God such as lightening, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effect thereof.

13.8 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the services required under this Agreement.

13.9 Execution in Counterparts: This Agreement may be executed electronically and in counterparts, each of which shall be deemed a duplicate original, but all of

which together shall constitute one and the same instrument so long as it is signed by all parties.

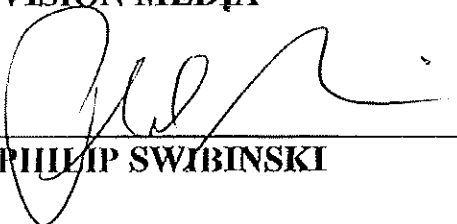
IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their duly authorized officials.

WITNESS:

VISION MEDIA

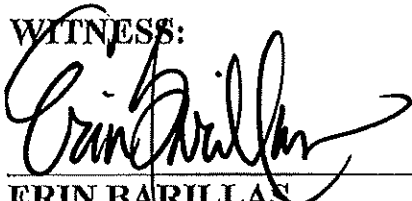
Jean Swibinski

BY:

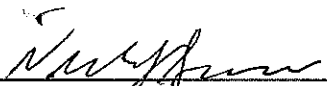

PHILIP SWIBINSKI

WITNESS:

TOWNSHIP OF NORTH BERGEN


ERIN BARILLAS
CLERK

BY:


NICHOLAS J. SACCO
MAYOR

Attachment A
Public Relations Contract

Rate Schedule

Labor Rate (Firm Fixed Rate)	Unit Price Per Hour
Partner/President	150.00
Web Master/Designer	180.00
Account Director/Supervisor	140.00
Account Manager	115.00
Creative Director	140.00
Art Director	90.00
Senior Copywriter	115.00
Junior Copywriter	80.00
Administrative Assistant	45.00
Clerical	45.00
Graphic Designer	90.00
Media Placement Mark-up Percentage	15%

ATTACHMENT B

Insurance Requirements for Vendors & Suppliers Working on Premises

1. Protection of Persons and Property

The Contractor shall protect all materials and equipment for which he is responsible, which is stored at the project site for incorporation in the work, or which has been incorporated into the work. He shall replace all materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or equipment have entirely or partially been paid for by the Township.

2. Insurance

a) The Contractor, prior to commencing work, shall provide at his own cost and expense, the following insurance to the Township of North Bergen with insurance companies licensed in the State of New Jersey, which insurance shall be evidenced by Certificates and/or policies as determined by the Township of North Bergen. Each Certificate or policy shall require that a thirty-day (30) notice shall be given to the Purchasing Agent of the Township of North Bergen by registered mail, return receipt requested, if any policy or any individual coverage is altered or cancelled, and for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract and project number if applicable. Certificates of Insurance shall be delivered to the Purchasing Agent of the Township of North Bergen, prior to the commencement of the project. All Certificates of Insurance shall state that the "Township of North Bergen is an additional insured" for this contract.

b) Worker's Compensation and Employer's Liability Insurance

The Contractor shall provide proof of Worker's Compensation Insurance and be in compliance with the Compensation Law of the State of New Jersey. In the event any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. Employer's Liability: Limit of liability shall be a minimum of \$1,000,000, in accordance with New Jersey Statute.

c) General Liability

The Contractor shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages.

- Premises
- Operations
- Use of Independent Contractors and Subcontractors
- Products and Completed Operations
- Broad Form Contractual
- Broad Form Property Endorsement
- Fire Legal Liability, \$100,000

The insurance required under this section shall protect the Contractor and his Subcontractor(s), respectively, against damage claims which may arise from operations under

this contract whether such operations are by the Insured or by anyone directly or indirectly employed by the Contractor and also against any of the special hazards which may be encountered in the performance of this contract. When such special hazards are encountered, the above coverages shall be provided with the elimination of the XCU exclusion from the policy or otherwise submit proof that XCU is covered.

d) Automobile Liability

Automobile Liability Insurance, with a combined single limit of liability per occurrence of \$1,000,000 for bodily injury and property damage, is required. This insurance shall include bodily injury and property damage with the following coverage:

- Owned Automobiles
- Hired Automobiles
- Non-owned Automobiles

e) Additional Insurance Requirements

All policies and Certificates of Insurance shall be approved by the Township of North Bergen prior to the inception of any work and shall contain the following:

- o Insurers shall have no right of recovery or subrogation against the Township, including its Agents and Agencies, it being the intention of the parties that the insurance policies so affected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance.
- o The insurance companies issuing the policy or policies shall have no recourse against the Township including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of policy.
- o The Contractor shall assume all responsibility for loss or damage to Contractor's materials, equipment and machinery involved under the contract.
- o The Contractor shall assume all responsibility to save the Township harmless from any loss or damage to all materials, equipment and machinery involved under this contract.
- o All Certificates of Insurance shall state that the Township of North Bergen is carried as "an additional insured" for the purposes of the contract, and shall include Form CG 20100704 attached or its equivalent as determined solely by the Township.

f) Indemnification & Hold Harmless

The Contractor/Vendor shall indemnify and hold harmless the Township of North Bergen, its Commissioners, its Employees, Agents, and Servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other expenses or liabilities (including the investigation and defense of any claims) arising out of or resulting from the performance of the Contractor's/Vendor's work or the completed operations provided that any such claims, damage, loss or expenses is (a) attributed to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting there from, and (b) is caused in whole or part by an negligent act or omission of the Contractor/Vendor, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (including a claim by an employee of the Contractor/Vendor) regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against the Township of North Bergen, its Commissioners, its Employees, Agents and Servants, by an employee of the Contractor/Vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor/Vendor, under Workers' Compensation acts, disability benefits acts or other employees benefits acts.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE **N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)** **N.J.A.C. 17:27 et seq.**

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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 nondiscrimination clause.

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.

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 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.

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.

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.

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.

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.

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 or services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1, et seq.