

JULIE PARKER COMMUNICATIONS LLC SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is entered into as of the 13th day of August through the 12th day of August 2021 ("Effective Date") between the Ridgewood (NJ) Police Department ("Client"), and Julie Parker Communications LLC ("Consultant") for a period of twelve (12) months.

1. Consultants will provide ("Client") with communications and social media 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 Consultant, 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, Consultants will invoice Client for the Services Fees monthly. All Fees shall be due and payable within thirty (30) days after the date of Client's invoice for Fees due hereunder.
3. Client shall reimburse Consultant for all actual and reasonable, client or customer-related business or expenses incurred in connection with Consultant's duties on behalf of Client, provided that Consultant 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 Consultant may terminate this Agreement at any time with thirty (30) day written notice to the other party, and immediately Consultant shall cease providing Services. Upon termination, unless termination is for cause or alleges a violation of the terms of this Agreement, Consultant 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. If Termination is noticed for cause or a violation of the terms of this Agreement, the parties may rely on any such remedies available in Law or in equity in the Superior Court of new Jersey, Bergen County.
5. Consultant hereby grants to Client a non-exclusive license to use Consultant's trademarks, tradenames, and copyrighted material designated by and belonging to Julie Parker Communications LLC 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 Consultant's 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 to such 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 Property in any manner which would diminish its value or harm the Consultant's joint or individual reputation. This provision shall survive the termination of this Services Agreement.
 7. Similarly, the Consultant has the right to list the Client's business name and logo on the Julie Parker Communications LLC websites as a current client.
 8. The Client and Consultant 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, Julie Parker Communications LLC 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 Consultant'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. .
 9. 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.
 10. 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.
 11. 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.

12. 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.
13. The Client and Consultant acknowledge that public relations is a subjective endeavor and that the result of efforts to improve public relations may not have immediate results satisfying all expectations of the effort involved. In that regard, the Client and Consultant, 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 any potential claims either party may have for any result or lack thereof for public relations work and/or communications between the parties in preparation, processing, delivering and presentation of any project, article, publication, or other written or prepared project.
14. Any claim, complaint, suit and/or pleading made, undertaken, filed or expressed by either party against the other for breach of the terms and conditions of this Agreement shall be controlled and interpreted in accordance with the laws of the State of New Jersey and shall be venued in the State Superior Court of New Jersey.

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: Julie Parker
Julie Parker
President & CEO
Julie Parker Communications LLC

By: [Signature]
Susan Knudsen
Mayor
Village of Ridgewood

Attest: Donna M. Jackson 8/20/20
Deputy Village Clerk DONNA M. JACKSON
Village of Ridgewood

EXHIBIT A

Statement of Work

This Statement of Work is made effective 8/13/20, by and between Julie Parker Communications LLC and Client (Ridgewood (NJ) Police Department). Consultant shall have no independent authority to release to the public any written position, article, writing or other communication without first clearing same or receiving authorization from the Ridgewood Police Chief or other designated person in the Village. Consultant shall not undertake any project, position of employment or compensation that may be in conflict with the interests of the Ridgewood police department.

Brief Description of Services:

- Review/writing of press releases
- Consultation on breaking news
- Consultation on long term messaging
- Weekly strategy check-in calls
- Preparation for media interviews
- Facilitating media interviews
- Proactive story pitching (if desired)
- Improve community relations with Ridgewood Police Department (RPD)
- Develop plan to improve messaging about RPD as it pertains to community relations
- Identify and create relationships with key community leaders and reporters
- Create internal communications flow with senior leadership and elected officials
- Develop media relations strategy
- Develop social media strategy

Billing Rate

Hourly rate of \$250 per hour

Notes: This agreement will be in place initially for a period of twelve (12) months, beginning on August 13, 2020 and ending on August 12, 2021, at which time it is subject to renewal upon agreement of both parties.

Additional Terms and Conditions:

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

Agreed and Accepted:

By: Julie Parker
Julie Parker
President & CEO
Julie Parker Communications LLC

By: [Signature]
Susan Knudsen
Mayor
Village of Ridgewood

Attest: Donna M. Jackson 8/20/20
Deputy Village Clerk
Village of Ridgewood DONNA M. JACKSON

RESOLUTION NO. 20-240

WHEREAS, the Village of Ridgewood Police Department has a need to acquire Professional Services for a Public Communications Consultant as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the anticipated term of this contract is through August 15, 2022; and

WHEREAS, Julie Parker of Julie Parker Communications LLC, 618 Center Point Way, Gaithersburg, MD submitted a proposal on July 26, 2020 indicating she will provide Professional Services as a Public Communications Consultant in an amount not to exceed \$250/hour through August 15, 2022; and

WHEREAS, a Professional Services Contract under a non-fair and open contract must be published in the Official Newspaper of the Village.

Approved By: R. Rooney

Date: 8/12/2020

I hereby certify that this resolution, consisting of 2 page(s), was adopted at a meeting of the Village Council of the Village of Ridgewood, held this 12th day of August, 2020

	Moved	Second	Ayes	Nays	Absent	Abstain
Perron		X	X			
Reynolds					X	
Sedon			X			
Walsh	X		X			
Knudsen			X			

Susan Knudsen
Mayor

Heather A. Mailander
Village Manager/Village Clerk

NOW, THEREFORE, BE IT RESOLVED that the Village Council of the Village of Ridgewood hereby authorizes and directs the Mayor and Village Clerk to enter into and execute a contract for the first year of a two-year contract with Julie Parker and Julie Parker Communications, LLC, in an amount not to exceed \$10,000 in 2020 and not to exceed \$17,500 in total, for the remainder of the first year of the contract, and that a notice of this action shall be printed once in the Ridgewood News, pursuant to the Local Public Contracts Law, as set forth in N.J.S.A. 40A:11-1, et seq.; and

BE IT FINALLY RESOLVED that the Chief Financial Officer has certified that funds are available for 2020 in account number 0-01-25-745-029; and that funds are available for 2021, contingent upon the Village Council appropriating such in the temporary budget for the year 2021 and subsequently adopting a 2021 budget to fund the full amount of the contract as it applies to 2021 services.