RESOLUTION 2025-74

CONFIRMING APPOINTMENT OF TOWNSHIP PROFESSIONAL PURSUANT TO N.J.S.A. 40A:11-5

WHEREAS, there exists a need for specialized professional services for various services provided to Colts Neck Township; and

WHEREAS, appointments in this regard can be made without the need of competitive bidding and public advertising pursuant to N.J.S.A. 40A:11-5; and

WHEREAS, proposed contracts for said services for the year 2025 are on file and available for public inspection in the office of the Township Clerk; and

WHEREAS, appointments in this regard and contracts with all professionals so named by this resolution are contingent upon and will not be executed unless and until all provisions of N.J.S.A. 19:44A-20.8 are fully complied with; and

WHEREAS, funds for said services will be provided in the 2025 Municipal Budget;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of Colts Neck Township that it hereby appoints the following for the year 2025:

1. Susan Adelizzi-Schmidt, Ed.D., MBA, President, Suasion Communications Group

BE IT FURTHER RESOLVED that a copy of this Resolution be published in full in the Asbury Park Press; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the following:

1. All professionals so appointed; and
2. John Antonides, Chief Financial Officer.

I, Trina Lindsey, do hereby certify the foregoing to be a true and accurate copy of a Resolution passed by the Township Committee of Colts Neck Township during the Reorganization meeting held on the 26th day of March 2025

Trina Lindsey, Municipal Clerk

RECORD OF VOTE					
	M S	Yes	No	NV	Ab
Mayor Torchia Buss		X			
Deputy Mayor Viola		X			
Buzzetta	S	X			
Fitzpatrick		X			
Rizzuto	M	X			
M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent					

suasion
communications ■ group

March 24, 2025
Letter of Agreement
Colts Neck Township, NJ

This agreement is for Professional Communications Services for Colts Neck Township, NJ, 1 Veterans Way, Colts Neck, NJ 07722, herein after referred to as 'Client' - to be provided by Suasion Communications Group, located at 235 Shore Road, Suite B, Somers Point, NJ 08244, herein referred to as 'Agency.'

The terms of this agreement commence April 1, 2025, and extend through December 31, 2025. The parties acknowledge that this is a binding legal agreement, and its terms cannot be modified except by mutual agreement of the parties.

I. Appointment of Agency
The Client hereby appoints the Agency, and the Agency hereby agrees to serve, as the Client's Agency of Record for Communications Services. The Agency agrees to devote its best efforts to furthering the Client's interests and endeavors in every way to make its communications successful. The Agency will make no commitments or disbursements or incur any obligations for the Client's account without written authorization or approval from the Client.

The Agency will therefore require the Client's written approval on required expenses as outlined in this agreement. Any other optional expenses for expanding the marketing reach will require Client's written approval to proceed. The Client will designate in writing who within their organization may sign such estimates and authorizations.

The Agency will submit to the Client for approval copy/drafts/proofs of all public relations and marketing materials.

II. Confidentiality
The Agency shall not, without the Client's expressed written permission, reveal or otherwise make available to any person or persons any confidential, privileged information or trade secrets regarding the Client's products, business, customers or methods of operation learned by the Agency at any time. Confidentiality, under this provision, shall survive termination of this agreement.

III. Agency Assignments/Compensation
A. Agency Assignments
The Client hereby hires the Agency, and the Agency hereby agrees to serve as the Client's Agency of Record. To that end, the Agency agrees to support the Client's personnel and programs and devote its best efforts to make its communications successful.

This arrangement includes the following:

1. The Agency will partner with the Client to develop an integrated Communications Plan and provide on-going support to the Client's team. Professional services to be provided include public relations and marketing.

2. The Agency will provide strategy and guidance to enhance the client's presence in the marketplace as well as provide ongoing support to the Client.

3. Regular communications will ensure the entire team is informed and focused on the goals, direction and anticipated results.

B. Agency Compensation

1. **Fees:** The Client agrees to a Professional Services Fee to be billed monthly. Fees cover day-to-day account management and communication of goals and strategy for planning and marketing opportunities and public relations. Fees are payable within 30 (thirty) days of receipt of invoice from Agency. Any out-of-pocket expenses, such as ad space/media charges, printing, third-party vendor charges or travel expenses, would be approved by the Client and billed separately.

Fee
Hours are billed at $165/hour.

Communications Retainer Services Include:

1. Strategic Planning:
   - Conducting an initial assessment of current PR strategies and identifying areas for improvement.
   - Collaboration with the client for appropriate message development and public relations strategy.

2. Media Relations:
   - Drafting press releases, media advisories, and pitching stories to secure positive media coverage.
   - Follow-up on targeted pitches for news, features, and media appearances, and coordination of interviews.
   - Regular agency communication to evaluate progress, strategize, set goals, and assign tasks.

3. Social Media:
   - Establishing a Facebook page and drafting social media posts to disseminate township news and updates. (Images/videos provided by the Township).

4. Reporting and Evaluation:
   - Monitoring media coverage and providing social media reports.
   - Delivering quarterly reports on PR activities and outcomes.

Retainer covers day-to-day account management and communication. Services and scope may vary from month-to-month and all services may not be covered by the monthly retainer quoted. Additional hours will be billed at $165/hour. (Not included in retainer: Ad space/Media charges, Printing, Third-Party Vendor Charges or Travel Expenses).

ASSETS/IMAGES: Client to supply a high-resolution jpeg image library and logos/artwork (in vector or illustrator), as needed. If the client requires videography, photography, or images, securing these assets via a stock image website and/or a photo shoot will be priced accordingly.

IV. Indemnification

A. The Agency agrees to exercise its best judgment in the preparation and placement of all Communications for the Client, with a view to avoiding any claims, proceedings or suits being made or instituted against the Client or Agency.

B. The Client will indemnify the Agency against any loss it may sustain as a result of a claim, proceeding or suit made or brought against it based upon any element (i.e., photographs, artwork, etc.) furnished by the Client, and which allegedly violates the personal or property rights of any person or persons if Client approved in writing the use of said element before its publication or broadcast. Indemnification under this provision shall survive termination of this agreement.

C. The Agency shall not be liable for delay, omission or error in any communications in the absence of willful fault or neglect. Nothing in this agreement shall be deemed to require the Agency to undertake any campaign or prepare any marketing which is, in the Agency's judgment, misleading, libelous, unlawful, indecent or otherwise prejudicial to the Agency or to the Client's interest. The Agency shall not be liable for indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, arising out of or related to any of the above outlined projects, whether such damages arise in contract, negligence, under statute, tort, in equity, at law or otherwise.

D. This Article VI shall survive termination of this Agreement.

V. Rights of Termination

This agreement may be cancelled with thirty (30) days prior written notice given by the Agency to the Client, or by the Client to the Agency. At such time, the Agency shall stop all work subject to a meeting between the Agency and Client. The parties shall determine what work will proceed and what work will be cancelled. Client shall be responsible for agreed upon services that are not recoverable or refundable.

The Agency shall deliver to the Client, upon payment of all outstanding obligations, all papers, digital files, photographs, and other materials related to the work performed on or before the termination date that are deemed sole possession of the Client, and as well as any work performed. Non-cancelable contracts to which the Agency has committed on behalf of the Client and with the Client's approval/authorization shall be taken over and paid for by the Client.

VI. Intellectual Property

A. All concepts, trademarks and copyrights which are related to, arise out of, or in connection with (i) Agency's work product or (ii) any and all services performed by Agency pursuant to this Agreement will be the exclusive property of, and all ownership rights shall vest in, Client. Agency agrees to sign all necessary documents or take such other actions as Client may reasonably request in order to perfect any and all such rights, except to the extent such work contains Agency's proprietary intellectual property.

B. The Parties expressly agree that all works created pursuant to this Agreement are Works Made for Hire, as defined in the U.S. Copyright Act, 17 USC 101, and shall vest in Client as author. All other work product, whether copyrightable or not, including without limitation any works which may be deemed by competent authority not to be Works Made For Hire created pursuant to this Agreement, are hereby assigned to Client including without limitation, all right, title and interest in and to the copyright thereof throughout the world, including all renewals and extensions thereof and including the rights to make and distribute copies in any media, to translate, and the right to make derivative works there from.

C. With written authorization from client, Agency may use work created for Client as examples of its work product to promote Agency's creativity and work product.

D. This Article VII shall survive termination of this Agreement.

VII. Modification
No modification of this contract shall occur without the agreement of both parties.

VIII. Non-Waiver of Rights
No failure or delay on the part of either Agency or Client in exercising any right under this Agreement will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will have effect unless given in a written document signed by the Party waiving such right. No waiver of any right will be deemed a waiver of any other right hereunder.

IX. Severability
In the event any portion of this Agreement or any amendments or addenda hereto shall be held illegal, void, or ineffective, the remaining portions hereof shall remain in full force and effect.

If any of the terms or conditions of this Agreement are in conflict with any applicable statute or rule of law, then such terms or conditions shall be deemed inoperative to the extent that they may conflict therewith and shall be deemed to be modified to conform to such statute or rule of law.

X. Headings
The headings contained in this Agreement are for convenience of reference only and shall not affect or alter the meaning or effect of any provision hereof.

XI. Controlling Terms/Integration

No term, condition or other provision of any attachment(s) or addenda to this Agreement shall supersede any term, condition or other provision of this Agreement and with respect to any inconsistency or ambiguity this Agreement shall control. This Agreement represents the entire understanding of the Parties and hereby supersedes all prior understandings and agreements, whether oral or written, unless unlawful, between the Parties with respect to the subject matter addressed herein.

Suasion Communications Group
for the Agency: Susan Adelizzi-Schmidt

Authorized Signature:

Title: President

Date: 3/28/25

Colts Neck Township, NJ
for the Client:

Authorized Signature:

Title: Mayor

Date: 4/1/2025