

# Exhibit “A”

**LETTER AGREEMENT WITH JOE FAGAN FOR  
COMMUNICATIONS DIRECTOR/PUBLIC INFORMATION SERVICES**

April 7, 2020

Mr. Joe Fagan  
337 Flora Avenue  
Stanhope, NJ 07874

Dear Mr. Fagan:

This letter agreement shall confirm and constitute the agreement for you, Joe Fagan ("You," "Your," or "Mr. Fagan") to provide services to the Township of West Orange ("Township") as Communications Director/Public Information Officer, for a period of one year, with the period having commenced April 1, 2020 and lasting through March 30, 2021.

The contractual amount shall be \$2,600.00 per month. This agreement is subject to cancellation on thirty (30) days written notice by either the Township or You.

This will confirm that the relationship of the parties shall be that of a part time, **INDEPENDENT CONTRACTOR** and not employer/employee or principal/agent. The manner and means of performing all services shall be subject to the Communications Director/Public Information Officer's sole control unless otherwise specified in this Agreement. The Communications Director/Public Information Officer shall not have the legal authority to bind the Township in contract, debt or otherwise without the prior written consent of the Township.

Your responsibilities as Communications Director/Public Information Officer shall include, but are not necessarily limited to:

- Act as a consultant on media and constituent communications to the Mayor and Business Administrator.
  - Determine the objectives of the Township informational program and the methods by which they will be implemented in terms of available resources and Administration priorities.
- Act as spokesperson and/or as liaison as requested by the Mayor and/or Business Administrator, between the Township, its departments and print, broadcast and electronic media by managing, arranging or providing statements, press releases, press conferences, radio or television interviews of officials, and additional or supplementary Township materials.



- Act as media liaison and/or spokesperson for the Township Police Department when requested by the Mayor or Business Administrator/ Police Director.
- Act as advisor to the Public Relations Commission and/or the professionals hired by the Township's Public School system, on the Township's public relations and marketing goals for the positive promotion of the Township.
- Manage the production, content and/ or staff responsible for the publication, distribution and promotion of the Township Web Site.
  - Maintain, with variable information, the Home Page of the Township web site and act as a consultant and advisor for departments on web content.
- Attend weekly Director's meetings.
- Present periodic written or verbal reports to the Mayor/Business Administrator detailing all activities and goals as requested.
- Appear before the Township Council to report on activities and efforts as requested.

You will be provided with hardware and software, its maintenance, a dedicated phone line and office supplies required for facilitation of the duties listed in this contract within the budget parameters established by the Township. All hardware and software will be considered the property of the Township and will be returned by You at the conclusion of this or any subsequent contract with the Township.

### **REVIEW OF MATERIALS, INDEMNIFICATION AND CONFIDENTIALITY**

You agree that no public statements, materials or other presentations shall be made without approval of the Mayor or his designee. You also agree not to incur any expenses on behalf of the Township without first obtaining written approval.

All promotional materials shall become the Township's property. You agree to indemnify and defend the Township against all claims and actions by third parties for damages resulting from any breaches of this Agreement. The Township agrees to indemnify You against libel, copyright infringement or any third party action when acting in good faith on behalf of the Township under the tenets of this contract.

You will be held harmless for all hardware and software provided by the Township to You for the facilitation of the duties listed in this contract.

You will not be paid separate for any travel or other expenses with out first obtaining written approval from the Public Relations Commission Chairperson and/or

Township Council. No overtime or additional fees will be paid or due under this agreement.

You agree not to accept any commissions or other enumeration with regard to services performed for the Township.

You agree to disclose to the Business Administrator any other marketing or other services which involve public figures, sensitive issues or other controversial or potentially controversial matters.

You agree that all information and documents obtained in the course of this agreement are strictly confidential and highly proprietary. As such, You agree that You shall not discuss, distribute or disseminate any information or documents concerning the Township, its employees, elected officials, representatives and agents at any time both during the term of this agreement and thereafter without the express written consent of the Township. Any such discussion, distribution or dissemination will cause irreparable harm to the Township and the parties consent to injunctive, emergent and temporary relief restraining such activities.

### **DISCLOSURE**

The Township acknowledges the following disclosure:

1. You are an independent contractor for the Downtown West Orange Alliance (the "DWOA") for whom you write, produce and host a monthly cable television show and prepare marketing and promotional events; and
2. You are a writer for the West Orange Chronicle.

You agree that in the event that any matter arises which may create a conflict of interest between the DWOA and the Township, you will not participate in the matter either on behalf of the DWOA, the Township or any other entity. To the extent you obtain any additional work which may implicate the Township you will promptly notify the Township Business Administrator in writing and take appropriate steps to avoid any conflict.



