

JULIE PARKER COMMUNICATIONS LLC SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is entered into as of the 29th day of June through the 28th day of June 2021 ("Effective Date") between the Cheverly Police Department ("Client"), and Julie Parker Communications LLC ("Consultant") for a period of 40 hours per month.

1. Consultants will provide ("Client") with 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, 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.
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.
 10. 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.
 11. 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.
 12. 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.
 13. 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.

14. 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 (a) any breach of this Agreement or any warranty hereunder; (b) any act, omission or performance of any of the services by Consultant or Consultant's employees, agents or subcontractors; (d) infringement of any trade secret, copyright, trademark, patent or any other intellectual property right of any third party.

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
President & CEO
Julie Parker Communications LLC

By: _____
Jarod Towers
Chief of Police
Cheverly (MD) Police Department

EXHIBIT A
Statement of Work

This Statement of Work is made effective 6/29/20, by and between Julie Parker Communications LLC and Client (Cheverly (MD) Police Department).

Brief Description of Services:

- Maintain awareness of Cheverly Police Department newsworthy incidents and community engagement opportunities in order to best tell the story of the CPD and reflect the numerous positive events and law enforcement interactions taking place in the Town to increase CPD's visibility and brand within the law enforcement community and beyond
- Create and/or post content on CPD social media platforms

Billing Rate

Hourly rate of \$50 per hour, for a minimum of 10 hours per week on the above agreed upon Description of Services.

Notes: This agreement will be in place initially for a period of twelve (12) months, beginning on June 29, 2020 and ending on June 28, 2021, at which time it is subject to renewal upon agreement of both parties.

Additional Terms and Conditions:

40 hours per month. Any additional hours required will be billed at a rate of \$50/hour and is subject to contractor's availability.

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

Agreed and Accepted:

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

By: _____
Jarod Towers
Chief of Police
Cheverly (MD) Police Department

