

THIS AGREEMENT, made this 14th day of November, 2024 BY AND
BETWEEN

ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY,
a public corporation in the County of Morris and State of New Jersey, hereinafter
referred to the "Authority",

AND

THE CHILLA BUSINESS COUNSEL, LLC with offices at 268 South Street,
Morristown, New Jersey 07960, hereinafter referred to as "CONTRACTOR"

WITNESSETH:

For and in consideration of these presents, and their mutual promises and other good
and valuable consideration in hand paid by one party to the other, the receipt of which is hereby
acknowledged, the parties hereto agree as follows:

1. Contractor agrees to provide Labor Counsel Services, relevant to Public Employment and
Personnel Issues, to the Authority as more specifically set forth in the Proposal for Appointment
("Proposal"), dated November 28, 2023, incorporated herein by reference and made a part hereof
for the period of January 1, 2024 to December 31, 2024.
2. Upon performance by Contractor, the Authority agrees to pay to Contractor in accordance
with the terms and conditions set forth in said Proposal attached hereto and made a part hereof.
3. Termination - Either the AUTHORITY or the CONTRACTOR may terminate this
Agreement without advance notice and effective immediately for cause which, on the part of the
CONTRACTOR shall be for breach of the terms and conditions of this Agreement, and, on the
part of the AUTHORITY, shall be for failure to make the payments under the terms of this
Agreement; or, otherwise, with or without cause, upon ten (10) days advance written notice to
the other party. Upon delivery of such notice by AUTHORITY, CONTRACTOR shall
immediately cease work and deliver to AUTHORITY all work in progress and return all

AUTHORITY Information and any AUTHORITY-owned materials and/or equipment. If the AUTHORITY exercises its right to terminate this Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, provided that the AUTHORITY shall only be obligated to pay CONTRACTOR monies owed CONTRACTOR up to the time of termination for services actually performed.

4. 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.

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 an 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 and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

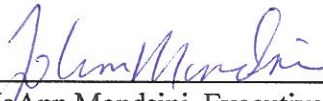
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

IN WITNESS WHEREOF, said Authority has caused these presents to be signed by its Executive Director, and attested by its Secretary, and has caused its official seal to be affixed hereto and said Contractor has caused the corporate seal to be affixed and attested thereto, and these presents to be signed by its Partner, the day and date first above written.

ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY

ATTEST:

BY: 
JoAnn Mondsini, Executive Director

(SEAL)

THE CHILLA BUSINESS COUNSEL, LLC

ATTEST:

BY: 
Stephen Trimboli, Esquire

(SEAL)

**RESOLUTION AUTHORIZING AMENDMENT TO CONTRACT FOR
PROFESSIONAL SERVICES FOR PERSONNEL COUNSEL**

WHEREAS, by Resolution 23-122, adopted on December 14, 2023, the Rockaway Valley Regional Sewerage Authority (RVRSA) authorized the execution of a Contract with Stephen E. Trimboli, Esq. of the firm of Trimboli & Prusinowski, LLC, for legal services for personnel counsel in an amount not to exceed \$50,000.00; and

WHEREAS, the law firm of Trimboli & Prusinowski, LLC has changed its name to The Chilla Business Counsel LLC; and

WHEREAS, the Authority desires to amend the Contract with Trimboli & Prusinowski, LLC to reflect the name change to The Chilla Business Counsel LLC; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40:11-1 et seq.) authorizes contracts for the provision of "Professional Services," which may be awarded without public advertising and competitive bidding therefore, provided a brief notice of the nature, duration, service and amount of contract is published, and that the Resolution and contract are kept on file and available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Rockaway Valley Regional Sewerage Authority as follows:

1. Subject to receipt of all relevant political disclosure documentation required by N.J.S.A. 19:44A-20.4 et seq., the Executive Director is hereby authorized to execute an amendment to the professional services agreement between Trimboli & Prusinowski, LLC and the Rockaway Valley Regional Sewerage Authority for the provision of professional legal services as Personnel Counsel to reflect the change in the firm name to The Chilla Business Counsel LLC.
2. This agreement is awarded based on a non-fair and open process and is awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law, N.J.S.A. 40:11-5 and the contract for said services will not allow political contributions pursuant to the applicable provisions of N.J.S.A. 19:44A-20 et seq.
3. A notice of contract award shall be published in the official newspaper, stating the nature, duration, service and amount of the contract, and that the Resolution and contract are on file and available for public inspection at the RVRSA.
4. This Resolution shall take effect immediately.

CERTIFICATION

I do hereby certify that this Resolution was adopted at a regular meeting of the Rockaway Valley Regional Sewerage Authority held on November 14, 2024.

Commissioner Schorno

Second by: Commissioner Howarth

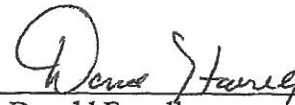
And a Roll Call Vote as Follows:

Yeas: (7) Andes, Farrell, Howarth, Isselin, Lavery, Schorno, and Zuppa.

Nays: (0) None

Abstain: (0) None

Absent: (3) Cegelka, Corbett, and Vacant Commissioner of Randolph.

A handwritten signature in dark ink, appearing to read "Donald Farrell", is written over a horizontal line.

Donald Farrell
Board Secretary

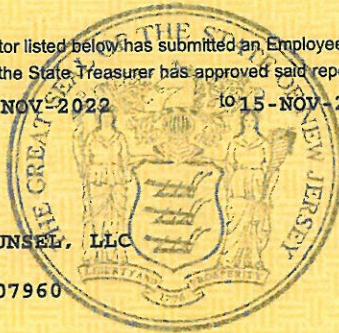
Certification 42773

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-NOV-2022** to **15-NOV-2029**

THE CHILLA BUSINESS COUNSEL, LLC
268 SOUTH STREET
MORRISTOWN NJ 07960



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: THE CHILLA BUSINESS COUNSEL L.L.C.

Trade Name:

Address: 268 SOUTH ST
MORRISTOWN, NJ 07960

Certificate Number: 1443705

Effective Date: October 17, 2008

Date of Issuance: October 07, 2024

For Office Use Only:

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