THIS AGREEMENT, made this <u>9th day of February 2024</u> 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

MISSION COMMUNICATIONS LLC, with offices at 3170 Reps Miller Road, Suite 190, Nocross, Georgia 30071-5403, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

For and in consideration of these presents, and their mutual promises and in further consideration of the sum of One Dollar (\$1.00) 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 data communication technology including remote monitoring of AUTHORITY equipment at the AUTHORITY Meter Chambers, monitor specific equipment, provide data storage and archiving, as more specifically set forth in Proposal dated <u>December 15</u>, <u>2023</u>, incorporated herein by reference, and made a part hereof.
- 2. Upon performance by Contractor, the Authority agrees to pay to Contractor in accordance with the terms and conditions set forth in said Proposal dated <u>December 15, 2023</u> attached hereto and made a part hereof.
- 3. Term of Contract will be January 1, 2024 to December 31, 2024.
- 4. 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.

5. 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 all 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 the to public through agency the Division's website 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 by its Secretary, and these presents to be signed by its President, the day and date first above written.

> ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

ATTEST

Mindhin Mindhin

(SEAL)

Cathy Belli

ATTEST: James Scott Vandive

(SEAL)

COMMUNICATIONS LLC

. President

Quote Date

12/15/2023

Quote Number

1083018

S.O. No.

Mission Communications, LLC

3170 Reps Miller Rd

3170 Reps Miller Rd Suite 190

Phone: Fax: 678-969-0021 678-969-0541

Bill To

Ship To

Rockaway Valley Regional Sewerage Auth. Accounts Payable R.D. #1, 99 Greenbank Rd Boonton, NJ 07005-9602 USA

	SALES REP ID	SHIP DATE	PAYMENT TERMS
Annual Service		SERVICE ONLY	1/14/2024
CUSTOMER PO	END USER	SHIPPING METHOD	DUE DATE

QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	12MIS11873	R-2	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	12MIS11874	W-2	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	12MIS11875	RT-1	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	12MIS11876	RT-7	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	12MIS11877	RT-2	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12RX	Service Package - M800 Series With Option Board - 1 year, NON-SHIP, Renewal	12MIS11878	PT Bldg	1/1/2024	12/31/2024	659.40	659.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	12MIS11879	RT-6	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	13MIS12349	R-3	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	13MIS12350	R-1	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	13MIS12351	RT-4	1/1/2024	12/31/2024	599.40	599.40

Please make checks payable to Mission Communications, LLC

If you have any questions concerning this invoice please contact our accounting department, 877-993-1911 option 5, accounting@123mc.com

Quoted Total

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QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	13MIS12352	RT-5	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	13MIS12353	DV	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	13MIS12354	BT-2	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	13MIS12355	В	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	13MIS12356	DV-2	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	13MIS12357	VG	1/1/2024	12/31/2024	599.40	599.40
1	SP850-12RX	Service Package - MyDro M850 Series With Option Board - 1 year, NON-SHIP, Renewal.	15MIS16190	RT-3	1/1/2024	12/31/2024	623.40	623.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	15MIS17318	MH - 1	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	15MIS17319	MH - 3	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	15MIS17320	MH - 4	1/1/2024	12/31/2024	599.40	599.40

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QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	15MIS17321	MH - 2	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	16MIS19657	Harrison PS	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12RX	Service Package - M800 Series With Option Board - 1 year, NON-SHIP, Renewal	17MIS20222	RVRSA weather	1/1/2024	12/31/2024	659.40	659.40
1	SP800-12RX	Service Package - M800 Series With Option Board - 1 year, NON-SHIP, Renewal	17MIS20321	Monroe PS	1/1/2024	12/31/2024	659.40	659.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	17MIS20324	Pond View	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12RX	Service Package - M800 Series With Option Board - 1 year, NON-SHIP, Renewal	17MIS20669	Den Brook Pump	1/1/2024	12/31/2024	659.40	659.40
0.4167	SP850-12R	Service Package - MyDro M850 Series - 1 year, Renewal	20MIS28634	RB 1 Mydro	8/1/2024	12/31/2024	563.40	234.77
0.6667	SP850-12RX	Service Package - MyDro M850 Series With Option Board - 1 year, NON-SHIP, Renewal	23MIS36428	Filter Building	5/1/2024	12/31/2024	623.40	415.62
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	689MIS1118	STP	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	689MIS4040	689MIS4040	1/1/2023	12/31/2023	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	689MIS7025	D-1	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	689MIS7027	W-1	1/1/2024	12/31/2024	599.40	599.40

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CUSTOMER PO	END USER	SHIPPING METHOD	DUE DATE	

QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	689MIS7028	BT-1	1/1/2024	12/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	689MIS8700	Pic	1/1/2024	12/31/2024	599.40	599.40

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Quoted Total

USD 20,095.19

EMPLOYMENT

EQUAL EMPLOYMENT OPPORTUNITY

12 July 194

It is the policy of the Company to provide equal employment opportunity in all employment practices without regard to race, color, religion, gender (including pregnancy, breastfeeding or childbirth, and related medical conditions), national origin, age, disability, medical conditions, genetic information (including predisposing genetic characteristics), sexual orientation, gender identity and expression, marital status, veteran or military status, domestic violence victim status, or any other characteristic protected by law. Our policy not to discriminate extends to all personnel actions, including recruiting, hiring, training, treatment on the job, performance appraisals, promotion, demotion, transfer, pay, termination, and other conditions of employment. Harassment on the basis of any of the categories identified above or any other characteristic protected by law is strictly prohibited as described in our Policy Against Discriminatory Harassment.

The Company also complies with the Genetic Information Non-discrimination Act of 2008 ("GINA"). GINA prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, we ask all employees not to provide any genetic information when responding to a request for medical information. "Genetic information" as defined by GINA includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assisted reproductive services.

The Company's commitment to this policy includes making reasonable accommodations to enable persons with disabilities to perform the essential functions of their jobs, unless doing so would pose an undue hardship on the Company. Employees who are pregnant, recovering from childbirth, or who have a medical or common condition related to pregnancy are also entitled to necessary reasonable accommodations, including but not limited to more frequent bathroom breaks, assistance with heavy work, a private space for expressing milk, or time off to recover from the pregnancy.

Employees who require an accommodation due to any disability or condition related to pregnancy or childbirth should contact Human Resources. We may ask for documentation from a health care provider to support a request for accommodation. Medical documentation will be kept confidential, consistent with the Company's obligations under the ADA. We expect the reasonable accommodation process to be an interactive discussion by which the Company and the employee search for a mutually acceptable, reasonable accommodation.

The Company also will not tolerate retaliation against a person because he or she had requested a reasonable accommodation, complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or claim.



TASI is a global and diverse organization. We are committed to an inclusive workforce that fully represents our many different cultures, backgrounds and viewpoints

Together, we want a workplace where all our employees feel valued and appreciated, and an environment where nothing limits our creativity, innovation or success





R.D. #1, 99 Greenbank Road Boonton NJ 07005-9602 Telephone: (973) 263-1555 Facsimile: (973) 263-9068

February 9, 2024

Jesse Nowacki, National Sales Manager Mission Communications 3170 Reps Miller Road Suite 190 Norcross, GA 30071

Dear Ms. Nowacki,

Enclosed please find two (2) copies of the **2024** annual contract for Mission Communication services. Please sign both original contracts and return both to the RVRSA for execution. The RVRSA will send you back one (1) original contract for your records.

Also, in accordance with the Affirmative Action provision, provide one of the three documents listed below:

- 1. Letter of Federal Affirmative Action Plan Approval
- 2. Certificate of Employee Information Report
- 3. Employee Information Report Form AA302

Should you have any questions, please call me at 973-263-8319 or email to imondsini@rvrsa.org .

Thank You,

JoAnn Mondsini Executive Director

RVRSA