

THIS AMENDED AGREEMENT, made this 27<sup>th</sup> day of September, 2021

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

**MARAZITI, FALCON, LLP** with offices at 240 Cedar Knolls Road, Suite 301, Cedar Knolls, New Jersey 07927, 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 Professional Legal Services, to the Rockaway Valley Regional Sewerage Authority (Authority), as more specifically set forth in the Proposal for Appointment ("Proposal"), dated December 1, 2020, Resolution 21-094, dated August 12, 2021 and Resolution 21-104, dated September 9, 2021, incorporated herein by reference and made a part hereof for the period of January 1, 2021 to December 31, 2021.
2. Upon performance by Contractor, the Authority agrees to pay to Contractor in accordance with the terms and conditions set forth in said Proposal and Resolutions 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 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](http://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:

*Jarica G*

BY:

*JoAnn Mondsini*

JoAnn Mondsini, Executive Director

(SEAL)

**MARAZITI, FALCON, LLP**

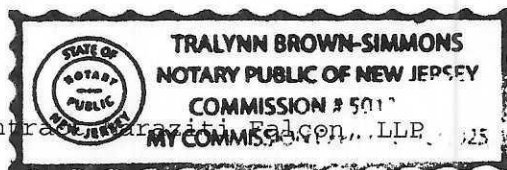
ATTEST:

*Tralynn Brown-Simmons*

BY:

*Dani Alexander*

(SEAL)





**RESOLUTION TO AUTHORIZE AN AMENDMENT TO  
THE AGREEMENT WITH JOSEPH J. MARAZITI, JR.,  
ESQ. OF THE FIRM MARAZITI, FALCON, LLP, FOR THE  
PERFORMANCE OF GENERAL LEGAL COUNSEL  
SERVICES**

**WHEREAS**, by Resolution Number 20-103, adopted on December 10, 2020, the Rockaway Valley Regional Sewerage Authority (RVRSA) authorized the execution of a contract with Joseph J. Maraziti, Jr., Esq. of the firm Maraziti, Falcon, LLP for the performance of general legal counsel services in an amount not to exceed \$648,000.00; and

**WHEREAS**, an Agreement for the provision of General Legal Services was executed on January 1, 2021 between Maraziti, Falcon, LLP and the Rockaway Valley Regional Sewerage Authority; and

**WHEREAS**, the Authority desires to amend the contract value of the services procured to include additional work incidental to Jersey City Litigation, pertaining to the preparation of trial briefs and motions and response to motions, in the amount of \$200,000; and

**WHEREAS**, Maraziti, Falcon, LLC has on file at the RVRSA a proposal dated August 9, 2021, for the performance of said services; and

**WHEREAS**, funds are available in RVRSA account 01-501-020.

**NOW, THEREFORE BE IT RESOLVED** by the Rockaway Valley Regional Sewerage Authority, on this 12th day of August, 2021, as follows:

1. The Executive Director is authorized and directed to execute an Amendment to the Agreement dated January 1, 2021, between RVRSA and Maraziti, Falcon, LLC with offices located at 240 Cedar Knolls Road, Suite 301, Cedar Knolls, New Jersey, so as to authorize the expenditure of an additional, not to exceed amount of \$200,000, for a new total contract amount of \$848,000, to be paid on an hourly, cost reimbursable basis in accordance with the rate schedule attached to the attached to the January 1, 2021

Agreement. All other provisions of the Agreement with Maraziti, Falcon, LLC., shall remain in effect.

2. The foregoing services are professional services, as defined in N.J.S.A. 40A:11-2(6), which are permitted to be contracted without public bidding as set forth in N.J.S.A. 40A:11-5(1)(a) and as a "non-fair and open" contract pursuant to the provisions of N.J.S.A. 19:44A:20-5.
3. A copy of this Resolution shall be available for public inspection at the offices of the RVRSA at 99 Greenbank Road, Township of Parsippany, Troy Hills, Morris County, New Jersey.
4. This Resolution shall take effect as provided by law.

#### CERTIFICATION

I hereby certify that the foregoing Resolution was adopted at Regular Meeting of the

On motion of Commissioner Corbett

Second by Commissioner Guadagno

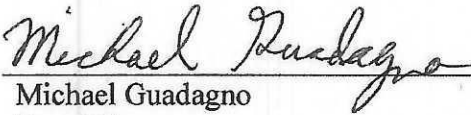
And a Roll Call Vote as Follows:

Yeas: (7) Andes, Cegelka, Corbett, Farrell, Guadagno, Isselin, Schorno

Nays: (0)

Abstain: (0)

Absent: (3) Howarth, Recchia, Zuppa

  
\_\_\_\_\_  
Michael Guadagno  
Board Secretary

Resolution 21-104

**AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE LAW FIRM  
MARAZITI FALCON LLP FOR THE PERFORMANCE OF GENERAL LEGAL  
COUNSEL SERVICES**

WHEREAS, by Resolution Number 20-103, adopted on December 10, 2020, the Rockaway Valley Regional Sewerage Authority (RVRSA) authorized the execution of a professional services contract with the law firm of Maraziti, Falcon, LLP for general legal counsel services which was executed between the parties (the "Contract"); and

WHEREAS, on August 4, 2021, RVRSA was served with a Second Amended Complaint naming RVRSA as a defendant for discovery purposes only, pursuant to an Order granting Plaintiff's motion leave to file the Second Amended Complaint in Pecorella v. Tomar Construction Group, LLC, et als., Docket No. MRS-L-2564-19; and

WHEREAS, the Joint Insurance Fund ("JIF") has been provided with a copy of the Second Amended Complaint and it is evaluating whether to provide coverage and whether counsel will be appointed by it to provide a defense to RVRSA; and

WHEREAS, until such time that the JIF determines whether or not to appoint counsel, RVRSA desires to amend the Contract with its General Counsel in order for the firm Maraziti, Falcon, LLP to represent RVRSA in the aforementioned litigation as it relates to the discovery demands resulting from the Second Amended Complaint and providing an answer and affirmative defenses to the Second Amended Complaint.

**NOW, THEREFORE, BE IT RESOLVED** by the Rockaway Valley Regional Sewerage Authority, on this 9<sup>th</sup> day of September, 2021 as follows:

1. The Executive Director is authorized and directed to execute an Amendment to the



Contract with Maraziti Falcon, LLP with offices located at 240 Cedar Knolls Road, Suite 301, Cedar Knolls, New Jersey, so as to authorize the expenditure of an additional, not to exceed amount of \$50,000, for the purposes set forth in the prefatory clauses of this Resolution, to be paid on an hourly, cost reimbursable basis in accordance with the rate schedule on file at the offices of the RVRSA through December 31, 2021.

2. This amendment to the Contract is awarded without competitive bidding as a "Professional Service" pursuant to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-5.
3. A notice of this contract amendment award shall be published in the official newspaper, stating the nature, duration, service and amount of contract, and that the Resolution and amended Contract are on file and available for public inspection.
4. The CFO certifies that sufficient funds are available from Budget Line Item No. 01-501-020 for the aforementioned amendment to Contract.
5. The Executive Director, staff and consultants of RVRSA are hereby authorized to take all other actions necessary or desirable to prepare and participate in the mediation and effectuate the terms and conditions of this Resolution.
6. 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 September 9, 2021.

On motion: Commissioner Schorno

Seconded by: Commissioner Corbett


And a Roll Call Vote as Follows:

Yeas: (9) Andes, Cegelka, Corbett, Farrell, Guadagno, Howarth, Isselin, Recchia, Schorno

Nays: (0)

Abstain: (0)

Absent: (1) Zuppa

  
\_\_\_\_\_  
Michael Guadagno  
Board Secretary