

A-890tg

THIS AGREEMENT, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, herein referred to as "**CITY**" located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, and **MONDRE ENERGY, INC.** with offices at 1800 John F. Kennedy Blvd., Suite 1504, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the "**CONSULTANT**", pursuant to Resolution No. 356 adopted by City Council on May 24, 2023, a copy of which is attached hereto and made a part hereof.

WITNESSETH

WHEREAS, the City is desirous of securing the services of a consulting firm **FOR ENERGY CONSULTING SERVICES FOR THE PROPOSED DEVELOPMENT OF BADER FIELD**; and

WHEREAS, the Consultant is ready, willing, and able to undertake such service and provide the City with expert advice; and

WHEREAS, the City believes the Consultant to be well able to undertake and perform such services for the City and desires to contract with Consultant for the performance of such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the parties hereto agree as follows:

**SECTION ONE
SCOPE OF SERVICES**

Consultant shall provide **PROFESSIONAL ENERGY CONSULTING SERVICES FOR THE PROPOSED DEVELOPMENT OF BADER FIELD** in the manner as more fully set forth in the attached proposal. Pursuant to the enumerated services outlined in the attached proposal, Consultant agrees to provide a final report of its findings no later than three (3) weeks from the Commencement Date hereof (as defined herein).

**SECTION TWO
CONTRACT PRICE**

The City shall pay to the Consultant, and the Consultant agrees to accept as full and complete compensation and payment for all the work performed under and in accordance with and pursuant to this Agreement a total sum not to exceed **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)**.

**SECTION THREE
CONTRACT PERIOD**

The contract shall be for a period of six (6) months, commencing May 24, 2023 (the "Commencement Date") and expiring on November 24, 2023 (the "Term"), unless otherwise extended or modified in a writing signed by both parties.

**SECTION FOUR
PAYMENT METHOD**

Payment to Consultant shall be made upon submission of invoices for payment to the City Chief Financial Officer and approval of the same by the City Business Administrator of City.

It is expressly understood and agreed that payment of monies authorized under and by this Agreement shall only be monies and funds appropriated by the Council of the City for the purpose of this Agreement and paid into the treasury of the City therefore.

**SECTION FIVE
CONFIDENTIALITY**

During the performance of services hereunder, Consultant may have access to, and become familiar with, confidential information belonging to the City, including, but not limited to, documents, computer programs, and other information regarding the development of Bader Field (including as it relates to this Agreement), the City's revenues, business methods, and practices, as well as information pertaining to the City's clients, including, but not limited to, identity, location, service requirements, and fees charged. Consultant acknowledges that such

confidential information is owned, and shall continue to be owned, solely by the City. During the term of this Agreement, and forever thereafter (regardless of the circumstances surrounding the termination of the Agreement), Consultant agrees not to use, communicate, reveal or otherwise make available such information for any purpose whatsoever, or to divulge such information to any person, partnership, corporation or entity other than the City or persons expressly designated by the City, unless Consultant is compelled to do so by judicial process. Upon termination of this Agreement, or at any other time that the City may so request, Consultant shall deliver to the City all papers, notes, lists, computer programs, reports, books, records and all other documents (and all copies thereof) relating to the City which it may then possess or have under its control.

**SECTION SIX
STATUS OF CONSULTANT**

It is expressly understood and agreed by and between the parties hereto that the status of the Consultant and its employees, officers, and agents shall be that of independent contractors. It is not intended, nor shall it be construed, that the Consultant or any of its employees, officers and agents is an employee or officer of the City for any purpose whatsoever.

**SECTION SEVEN
TERMINATION, CANCELLATION, EXPIRATION**

The parties agree that either party can cancel this Agreement upon thirty (30) days written notice. At the termination, cancellation, or expiration of this Agreement in any manner, the acceptance of final payment by the Consultant shall be in full satisfaction of all claims against the City under this Agreement.

**SECTION EIGHT
CERTIFICATE OF COMPLIANCE**

Consultant represents that it is in compliance with all laws of the State of New Jersey, all Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993, Executive Order

No. 1 of 1993, and Exhibit "A" attached hereto and made a part hereof, involving Affirmative Action and minority business participation and will remain so for the term of this Agreement, and failure to continue in compliance shall be deemed a breach of this Agreement.

SECTION NINE ASSIGNMENT

Consultant cannot assign its rights or obligations under this Agreement without the prior written consent of the City.

SECTION TEN CONFLICT OF INTEREST

The Consultant covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall knowingly be employed by the Consultant or its subconsultants.

SECTION ELEVEN COMPLIANCE

The Consultant, at all times, will observe and comply with all Federal State and Local laws, ordinances and regulations in any manner affecting the conduct of the work under this Agreement.

SECTION TWELVE EFFECT OF ILLEGALITY

If any provision of this Agreement is determined to be illegal or against public policy or to violate any provisions of law or code by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

**SECTION THIRTEEN
FULL AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and any prior understandings or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

**SECTION FOURTEEN
CHOICE OF LAW**

This Agreement shall be governed and construed in accordance with the law of the State of New Jersey and the ordinances of the City of Atlantic City. All actions, whether sounding in contract or tort, relating to the validity, construction, interpretation, or enforcement of this Agreement shall be instituted in the courts of New Jersey and in the County of Atlantic and in no other.

**SECTION FIFTEEN
INDEMNIFICATION**

The Consultant shall indemnify, defend and hold harmless the City from and against any claim (including any claim brought by employees of Consultant), liability, damage or expense (including attorneys' fees) that City may incur relating to, arising out of or existing by reason of (i) Consultant's performance of this Agreement or the conditions created thereby (including use, misuse or failure of any equipment used by Consultant or its subconsultants, servants or employees) or (ii) Consultant's breach of this Agreement or the inadequate or improper performance of this Agreement by Consultant or its subconsultants, servants or employees.

**SECTION SIXTEEN
INSURANCE**

Without limiting the foregoing, the CONSULTANT shall at its own expense, maintain during its performance under this Agreement insurance policy or policies, written with an

**SECTION EIGHTEEN
WAIVER AND RENUNCIATION**

No waiver or renunciation by either party to this Agreement with respect to any breach or default or of any right or remedy consequent thereon shall be deemed to constitute a continuing waiver or renunciation or a waiver or renunciation of any other breach or default or any other right or remedy consequent thereon unless such waiver or renunciation be expressed in writing, signed by the party making such waiver or renunciation and specifying the nature and extent of such waiver or renunciation.

**SECTION NINETEEN
BINDING**

This Agreement shall be binding upon the heirs, assigns, and/or successors in right, title, or interest of the parties to the Agreement.

**SECTION TWENTY
CAPTIONS**

All captions in this Agreement are for convenience only. They should not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

IN WITNESS WHEREOF, the City has caused the Seal of the City of Atlantic City to be hereto affixed and this Agreement to be signed by the Mayor and attested by the City Clerk thereof, and Consultant has caused this Agreement to be executed by its President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first below written.

ATTEST:

CITY OF ATLANTIC CITY

Paula Geletei
Paula Geletei, City Clerk

By: Marty Small, Sr.
Marty Small, Sr., Mayor

Date: 5/31/2023

Date: 5-31-23

WITNESS

MONDRE ENERGY, INC.

John D'Angelo

By: John Marchese
President

Date: May 23, 2023

Date: May 23, 2023

THE AGREEMENT IS APPROVED AS TO FORM AND EXECUTION

Date: 5/23/23

By: Peter T. Sallata
Peter T. Sallata, Esq.
Assistant City Solicitor

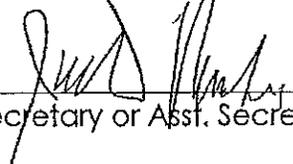
STATE OF Pennsylvania)
) ss.
COUNTY OF Philadelphia

I CERTIFY that on May 23, 2023,
Judith Mondre, the Secretary or Assistant Secretary of the
Corporation, personally came before me, and this person acknowledged under
oath, to my satisfaction, that:

- (a) this person is the secretary or assistant secretary of
Mondre Energy, INC.
(the corporation named in this document);
- (b) this person is the attesting witness to the signing of this document by
the proper corporate officer of the corporation;
- (c) this document was signed and delivered by the corporation as its
voluntary act duly authorized by a proper resolution of its Board of
Directors and;
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

May 23, 2023


Secretary or Asst. Secretary

Lisa Marie Thomas

Commonwealth of Pennsylvania - Notary Seal
Lisa Marie Thomas, Notary Public
Philadelphia County
My commission expires October 8, 2024
Commission number 1208342
Member, Pennsylvania Association of Notaries

EXHIBIT A
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, where applicable, 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, labor unions, that it does not discriminate on the basis of age, 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 personal testing conforms to 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 law and applicable Federal court decisions.

In conforming with the applicable 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.

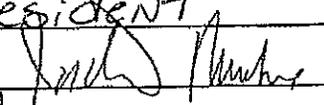
The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

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.

Company Name: Mondre Energy, INC.
Name: Judith Mondre
Title: President
Signature: 
Date: May 23, 2023

Resolution of the City of Atlantic City

No. 356

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Michael J. Perugini /s/ City Solicitor

Prepared by City Solicitor's Office

Council Members RANDOLPH & SHABAZZ present the following Resolution:

A RESOLUTION TO AWARD A CONTRACT TO MONDRE ENERGY, INC. FOR ENERGY CONSULTING SERVICES FOR THE PROPOSED DEVELOPMENT OF BADER FIELD IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)

WHEREAS, the City of Atlantic City has a need to retain an energy consultant for energy analysis for the proposed development of Bader Field as a non-fair and open contract pursuant to the provisions of N.J.S.A. 40A:11-5(a)(i); and,

WHEREAS, the purchasing agent has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, the term of this contract is for six (6) months from May 24, 2023 to November 24, 2023; and

WHEREAS, **MONDRE ENERGY, INC.** has indicated their firm will provide Energy Consulting and Analysis services as directed by the City Administration; and

WHEREAS, **MONDRE ENERGY, INC.** has completed and submitted a Business Entity Disclosure Certification which certifies **MONDRE ENERGY, INC.** has not made any reportable contributions to a political candidate or committee in the City of Atlantic City and/or City Council in the previous one year, and that the contract will prohibit **MONDRE ENERGY, INC.** from making any reportable contributions through the term of the contract; and

WHEREAS, the Business Disclosure Entity Certification and the Determination of Value shall be placed on file with this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is duly authorized to execute and the City Clerk to attest a contract to be approved as to form and execution by the City Solicitor, which contract shall provide for the purchase of Energy Consulting services from **MONDRE ENERGY, INC.** for a lump sum of **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)** for a term not to exceed six (6) months, commencing May 24, 2023 to November 24, 2023 (see attached contract).

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:30-14.5, the award of the aforesaid Agreement is contingent upon the availability of sufficient funds in the escrow funds certified from Escrow Account BADER-2023 that have been established and funded by Deem Enterprises, LLC for this project.

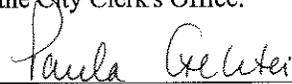
BE IT FURTHER RESOLVED that Public Notice of this Resolution shall be published in THE PRESS at least once pursuant to the requirements of N.J.S.A. 40A:11-1, et seq., as amended.

ew May 31, 2023 2:15 PM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DUNSTON	X				X		SHABAZZ	X					
KURTZ	X						TIBBITT	X					
MARSHALL	X						WEEKES	X					
MORSHED	X					X	ZIA	X					
RANDOLPH, PRESIDENT								X					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: MAY 24, 2023



/s/ Paula Geletei, City Clerk