

**CITY OF
LONG BRANCH
MONMOUTH COUNTY, NEW JERSEY**

**REQUEST FOR PROPOSALS FOR
PROFESSIONAL SERVICE CONTRACT**

REDEVELOPMENT ATTORNEY POOL



MAYOR ADAM SCHNEIDER

HOWARD H. WOOLLEY, JR., BUSINESS ADMINISTRATOR

**CITY COUNCIL
KATHLEEN BILLINGS
JOY BASTELLI
DR. MARY JANE CELLI
MICHAEL SIRIANNI
JOHN PALLONE**

PROPOSAL DUE DATE: JUNE 2, 2016 @11AM

City of Long Branch
Request for Qualifications
Professional Service Contract

Notice is hereby given that the City of Long Branch will receive Qualifications on THURSDAY JUNE 2, 2016 at 11:00 A.M. in City of Long Branch, City Hall, 344 Broadway Avenue, Long Branch, New Jersey for
REDEVELOPMENT ATTORNEY SERVICES

Qualifications are being solicited through a Fair and Open process in accordance with **N.J.S.A. 19:44A-20.5** et seq, and the Municipal Code of the City of Long Branch Requests for Qualifications (RFQ) may be obtained at the City of Long Branch 344 Broadway Avenue, Long Branch, New Jersey 07740, Attn: David Spaulding, Purchasing Agent, between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday or www.visitlongbranch.com the City of Long Branch's website. Qualification submissions may be mailed upon request by calling the Purchasing Agent's office (732) 571-5656. All questions regarding the RFQ must be made in writing and directed to the Purchasing Agent. Questions may be faxed to (732) 222-1516. Submissions must be made in the form required by the specifications one (1) original one (1) CD copy must be delivered to reach the City Clerk prior to the time for the receipt of Qualification(s). All information requested in the Request for Qualifications must be provided or the submission may be disqualified. Submissions must be sealed and plainly marked on the outside of the sealed envelope to the services for which the Qualification is submitted.

****Any Addenda will be issued on the web-site. Therefore, all interested respondents should check the web-site from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.** The City of Long Branch reserves the right to reject any and all submissions, to waive any informality in the RFQ process, and to accept any submissions which, in their judgment, are most advantageous, price and other factors considered, and will best serve the interest of the City of Long Branch. Submitters are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, and the **"Pay to Play" ordinance of the City of Long Branch.**

Successful contractors will be required to provide, prior to award of the contract, their Affirmative Action documentation, New Jersey Business Registration (Form NJ BUS REG). Successful contractor will also be required to comply with all terms imposed by NJ Elections Laws subject to campaign funding limits, and with Long Branch Pay to Play Ordinance.

David Spaulding
Purchasing Agent
City of Long Branch
County of Monmouth

Proposals will be reviewed and award of contract will be based upon the following criteria:

- Experience and reputation of the firm in the field of legal representation, particularly as it relates to redevelopment.
- Qualifications of the individuals who will perform the required services, and their respective participation.
- Experience of the individuals as it relates to the particular expertise required to perform the contract.
- Ability of the firm to perform the services on a timely basis, including staffing and familiarity with the subject matter.
- Experience with or specific knowledge the City of Long Branch as it pertains to this contract.
- References
- Cost consideration, including, but not limited to fee schedule to be charged, fees paid by public entities of similar size and make-up, for comparable level of services, and, if applicable, cost that would be incurred by the City to contract with a new firm (i.e. estimated cost for current firm to review and close out all files, and new firm to review and get up to speed on all open files).

Successful candidates chosen from respondents will be issued open-ended master contracts, and during the contract year of July 1, 2016 through June 30, 2017, may be requested to provide legal services as may be required by the City. These contracts do not guarantee that any work will actually be awarded to any, or to all, of the successful candidates.

In the event that a member of the Legal Redevelopment Services pool, due to a conflict concern, should disqualify itself from consideration for a contract for a specific matter that shall not adversely affect inclusion in the pool for consideration for future contracts during the contract year.

Contract assignments for specific services will be awarded on an as needed basis to individual firms based upon the required expertise as it applies to the legal services needed, ability to perform within the required timeframe, and evaluation of a proposals provided by the firm for each legal task. Contract assignments will be awarded upon recommendation of the Department of Administration, and each contract will be authorized by issuance of a purchase order. No work may be authorized or services provided prior to the purchase order date.

Request for Qualifications for Legal Services as Redevelopment Attorney

The City of Long Branch is requesting qualifications for a contract to provide legal services as Redevelopment Counsel, requiring services including, but not limited to, drafting of redevelopment agreements, litigation of eminent domain cases for property acquisition, advice as to compliance with CAFRA and DEP regulations, financing options, pilot and tax abatement knowledge, COAH Round 3 rules and compliance matters, and other special litigation cases and matters as may be assigned by the City Attorney.

Qualifications submission must include all of the following:

1. Name, address, phone and fax number of firm (if multiple offices sites, list all, and indicate corporate office).
2. Biography or history of the firm; firm staffing (i.e. number of attorneys, paralegal, clerical staff, etc.).
3. List of principals and/or partners
4. List of attorneys that would be assigned to Long Branch matters, including a summary of their educations, qualifications, expertise and experience as it relates to the services the City requires. Indicate the approximate percentage of work that would be assigned to each individual.
The principals or partners assigned to Long Branch must have a minimum of 10 years experience in providing legal services to municipalities relative to redevelopment issues.
5. List of References from at least 2 municipalities for which similar services were provided. Include name, address, phone and contact information.
6. Provide prior experience, if any, the firm may have providing services to the City of Long Branch, and in what capacity.
7. List of municipalities currently under contract with the firm.
8. Provide a fee schedule by title for all firm members and employees. Indicate which fees would apply for attorneys and employees assigned to Long Branch matters.
9. Provide a schedule of any and all other fees routinely charged by the firm for during the course of providing services as Redevelopment Counsel.
10. Copy of current Certificate of Insurance.

One (1) original and one (1) CD copy of the submission package must be submitted to the City for consideration. In addition to the above required information, legal firms must provide all documents indicated on the Submission Package Check List. Failure to provide all required documents may result in the proposal not being considered.

Additional Pay to Play Requirements

Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. The report is due March 30 of each year for reporting for prior year contracts. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

CITY OF LONG BRANCH
DOCUMENT SUBMISSION CHECKLIST

REQUIRED

**READ, SIGNED
& SUBMITTED**

- | | | |
|------------|--------------------------------------|--------------------------|
| Yes | PROPOSAL AS REQUIRED IN RFQ | <input type="checkbox"/> |
| Yes | STOCKHOLDER DISCLOSURE CERTIFICATION | <input type="checkbox"/> |
| Yes | NON-COLLUSION AFFIDAVIT | <input type="checkbox"/> |
| Yes | AFFIRMATIVE ACTION QUESTIONNAIRE | <input type="checkbox"/> |

REVIEWED

- | | | |
|------------|--|--------------------------|
| Yes | MANDATORY AFFIRMATIVE ACTION LANGUAGE | <input type="checkbox"/> |
| Yes | AMERICANS WITH DISABILITIES ACT OF 1990 | <input type="checkbox"/> |
| Yes | N. J. BUSINESS REGISTRATION REQUIREMENTS | <input type="checkbox"/> |
| Yes | LONG BRANCH PAY TO PLAY ORDINANCE | <input type="checkbox"/> |

STOCKHOLDER DISCLOSURE CERTIFICATION

If bidder is a **Sole Proprietorship**, check here _____
And do not complete this statement.

The UNDERSIGNED, as bidder, in accordance with P.L. 1977, Chapter 33, of the State of New Jersey declares and submits this Statement of Ownership.

Bidder is:

Partnership () Limited Partnership () Corporation () Limited Liability Corporation ()
Limited Liability Partnership () Sub-Chapter S Corporation () Corporation-Other ()

_____ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. (Use additional sheets in this format if necessary.)

_____ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Stockholder/Partner

Name _____ Name _____

Home Address _____ Home Address _____

Name _____ Name _____

Home Address _____ Home Address _____

Name _____ Name _____

Home Address _____ Home Address _____

(If a corporation or partnership is shown as an owner of 10% or more stock, you must attach a Stockholder Disclosure form for that corporation/partnership.)

THIS FORM MUST BE INCLUDED WITH BID SUBMISSION.

Subscribed and sworn
Before me this day

(Signature of Officer/Owner)

(Name and Title)

Notary Public
My commission expires:

(CORPORATE SEAL)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

I, _____ residing in _____
(name of municipality)

in the County of _____ and State of _____ of full age,

being duly sworn according to law on my oath dispose and say that:

I, am _____ of the firm of _____,
(title or position) (name of firm)

the bidder making this Proposal for the bid proposal entitled _____
(title of bid proposal), and that I executed the said proposal with full authority to do so,

that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the **City of Long Branch** relies upon the truth of the statements contained in said Proposal, and in the statements contained in this affidavit, in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(name of firm)

Subscribed and sworn to
before me this day

(signature of affiant)

(signature of notary)

My Commission expires:

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATION
P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing

Agent.

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report from the State of New Jersey.

OR

3. An Affirmative Action Employee Information Report (Form AA302).

OR

4. All successful construction contractors must submit, within three days (3) of the signing of the contract, an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

The following questions must be answered by all bidders:

1. **Do you have a federally-approved or sanctioned Affirmative Action Program?**

Yes **No** **If yes, please submit copy of such approval.**

2. **Do you have a Certificate of Employee Information Report Approval?**

Yes **No** **If yes, please submit copy of such certificate.**

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127, and agrees to furnish the required documentation pursuant to law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L.1975, C. 127, WITHIN THE REQUIRED TIME FRAME.

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

(REVISED 10/08)

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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 or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to 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 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, 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

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.**

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

CONTRACT LANGUAGE FOR BUSINESS REGISTRATION CERTIFICATE COMPLAINE

For Procurement (Goods and Services) Contracts (including Purchase Orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from the contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty or \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is available by calling (609)292-9292.

For Construction Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 52:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty or \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is available by calling (609)292-9292.

For more information, or to register online, go to <http://www.nj.gov/treasury/revenue/taxreg.htm>

Long Branch, New Jersey
ORDINANCE NO. 18-05

AN ORDINANCE TO AMEND AND SUPPLEMENT ORDINANCE NO. 13-05,
KNOWN AS “AN ORDINANCE REQUIRING PUBLIC CONTRACTING REFORM,
AND AMENDING AND SUPPLEMENTING THE ‘REVISED GENERAL
ORDINANCES OF THE CITY OF LONG BRANCH, NEW JERSEY’
ACCORDINGLY,” AS ADOPTED ON MAY 10, 2005.

WHEREAS, on May 10, 2005, the City of Long Branch adopted Ordinance No. 13-05, known as “An Ordinance Requiring Public Contracting Reform, and Amending and Supplementing the ‘Revised General Ordinances of the City of Long Branch, New Jersey’ Accordingly” (the “Ordinance”); and

WHEREAS, the Ordinance places certain limitations upon the annual amount(s) of contributions that professionals may make to the political campaigns of the local elected officials who are ultimately responsible for the award of discretionary no-bid contracts for municipal professional services; and

WHEREAS, the intention of the Ordinance is to ensure trust in the process of local government, if not the quality or cost of services received, and to minimize any perceptions or concerns on the part of the public that discretionary no-bid contracts for municipal professional services are being awarded to professionals as a reward for having made substantial political contributions, or that the award of such contracts was influenced, even to a minor degree, by the payment of such contributions; and

WHEREAS, it is hereby found and declared that the practice of “wheeling,” whereby one political organization channels campaign donations to another political organization with the intention to conceal or misrepresent the source of the contribution, may be utilized as a loophole to circumvent the proscriptions contained within the Ordinance; and

WHEREAS, the City Council of the City of Long Branch, in a continuing effort to ensure the integrity of the award of public professional service contracts, has therefore determined that it would be in the best interests of the City, and its residents, to amend the Ordinance in an attempt to curb the practice known as “wheeling;” and

WHEREAS, the City Council of the City of Long Branch also wishes to take this opportunity to clarify the “arbitration” provision referenced in Section 3(c) thereof; and

WHEREAS, the City Council of the City of Long Branch finds that it is in the best interest of the City and its residents to require that a contribution of more than fifty dollars (\$50.00) received by a candidate be reported in the manner set forth by the laws and regulations of the State of New Jersey.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, that Ordinance No. 13-05, known as “An Ordinance Requiring Public Contracting Reform, and Amending and Supplementing the ‘Revised General Ordinances of the City of Long Branch, New Jersey’ Accordingly,” which was adopted on May 10, 2005, is hereby amended and supplemented as follows:

SECTION 1

Prohibition on Awarding Professional Contracts to Certain Contributors

- (a) The City of Long Branch shall not enter into an agreement for professional services with any individual and/or professional business entity if that individual or entity has solicited or made any contribution of money or pledge of a contribution including in-kind contributions, to a campaign of any City of Long Branch candidate for Council or Mayor, in excess of the threshold specified in subsection (d) of this Section within one calendar year immediately preceding the date of the contract or agreement unless cured pursuant to Section 3. The prohibition set forth in this Paragraph shall also apply to any solicitation or contribution of money or pledge of a contribution including in-kind contributions made during the applicable time period to

any City of Long Branch or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, so long as the solicitation or contribution was made with the intention on the part of the contributor to conceal or misrepresent the source of the contribution.

- (b) No professional business entity which enters into negotiations for, or agrees to, any contact or agreement with the municipality or any department or agency thereof or any of its independent authorities for the rendition of professional services shall knowingly solicit or make any contribution of money, or pledge of a contribution, including in-kind contributions, to any City of Long Branch candidate or holder of public office having ultimate responsibility for the award of the contract, in excess of the amount set forth herein. This Section is to include any and all professionals who provide political contributions to any candidate for an office whether or not that candidate is presently in office or seeks office. The prohibition set forth in this Paragraph shall also apply to any solicitation or contribution of money or pledge of a contribution including in-kind contributions to any City of Long Branch or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, so long as the solicitation or contribution was made with the intention on the part of the contributor to conceal or misrepresent the source of the contribution.
- (c) For purpose of this ordinance, a “professional business entity” seeking a public contract means an individual including the individual’s spouse, if any, and any child living at home; person; firm; corporation, professional corporation; partnership; organization; or association. The definition of a business entity includes all principals who own ten percent (10%) or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity.
- (d) Any individual meeting the definition of “professional business entity” under this section may annually contribute a maximum of five hundred dollars (\$500.00) per candidate for Mayor and/or Council Member on an annual basis whether or not that individual has a professional services contract in place or not to the maximum extent of three thousand dollars (\$3,000) per annum per business entity. This section shall apply to any presently sitting Councilperson and/or the Mayor of the City of Long Branch and shall also apply to any individual who seeks to run for the office of Council person and/or Mayor of the City of Long Branch.
 - (i) Any individual that owns less than ten (10%) percent of a professional business entity which contracts with the City of Long Branch shall not be treated as a part of that entity.
- (e) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:
 - (1) The City of Long Branch, if the contract requires approval or appropriation from the Council.
 - (2) The Mayor of the City of Long Branch, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

SECTION 2

Contributions Made Prior to Effective Date

No contribution of money or any other thing of value, including in-kind contributions, made by a professional business entity to any municipal candidate for Mayor or Council, or to any municipal or county party committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, shall be deemed a violation of this section, nor shall an agreement for property, good or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity prior to the effective date of this section.

SECTION 3

Penalty

- (a) All City of Long Branch professional service agreements shall provide that it shall be a breach of the terms of the government contract for a professional business entity as defined in Section 1(c) to violate Section 1(b) or to knowingly conceal or misrepresent contributions given or received, or to make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution.
- (b) Any professional business entity as defined in Section 1(c) and (d) who knowingly fails to reveal a contribution made in violation of this Act, or who knowingly makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution, shall be subjected to a fine in the sum of \$2,500 so far as the first offense and for any second offense, shall be disqualified from eligibility for future City of Long Branch contracts for a period of four calendar years from the date of the violation.
- (c) There shall be no breach of contract in the event a contribution is questioned and as a result of the questioning of the contribution the individual and/or business entity who makes the contribution requests that the contribution be returned by the campaign committee, the candidate or the political action committee to whom such contribution was made. In the event of any disputes as to whether or not a campaign contribution is proper the matter shall be submitted to arbitration before a retired Judge of the Superior Court of New Jersey.

SECTION 4

Reporting Requirements

Any contribution received by a candidate committee, joint candidates committee, or political committee, during an election fund report period of more than fifty dollars (\$50.00) or aggregate contributions received by such a committee in an election from a contributor totaling more than fifty dollars (\$50.00) during such a report period shall be reported by providing the information set forth in N.J.A.C. 19:25-10.2

SECTION 5

Severability

If any provision of this law, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this law to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and to this extent the provisions of this law are severable.

SECTION 6

Effective Date

This Ordinance shall take effect immediately upon final passage and publication in accordance with the law.

SECTION 7

Repealer

All other Ordinance or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Introduced: 6/14/05

Adopted: 6/28/05