

City of

Vineland

New Jersey

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February 6, 2006

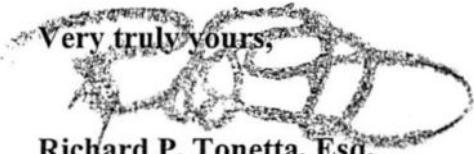
Office of Secretary of State
Laws & Commission Section
P.O. Box 300 Trenton, NJ
08625-0300

RE:Pay to Play

Dear Sir/Madam:

Please take note that I am the Solicitor for the City of Vineland. On February 10,2005, City Council of the City of Vineland adopted Ordinance 2005-7, which is entitle "Ordinance Restricting and Controlling the Award of Professional Service Agreements in the City of Vineland" which is the local Pay to Play Ordinance. It is my understanding that this ordinance must be filed with the Secretary of State and I am asking that your office kindly receive and mark the same filed, returning a copy to me acknowledging the same has been file.

Very truly yours,


Richard P. Tonetta, Esq.
Solicitor, City of Vineland

RPT/sg
Enc.

cc: Keith Petrosky Dr. Paul
Trivellini Members of City
Council Mayor Perry Barse

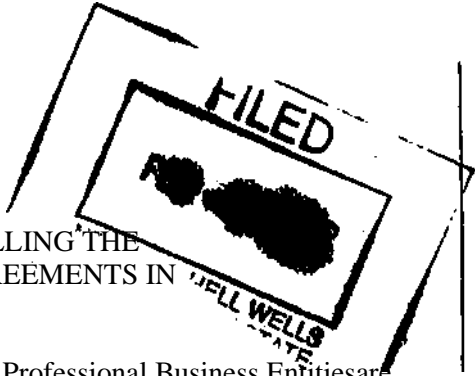
FILED

FEB - 9 2006

NINA MITCHELL
WELLS SECRETARY OF
STATE

CITY OF VINELAND, NJ

ORDINANCE NO. 2005-7
ORDINANCE RESTRICTING AND CONTROLLING THE
AWARD OF PROFESSIONAL SERVICE AGREEMENTS IN
THE CITY OF VINELAND



WHEREAS, pursuant to NJS A 40A: 11-5 (l)(a)(i) & (ii) Professional Business Entities are exempt from public bidding requirements allowing no bid contracts to be awarded to said entities; and

WHEREAS, it become common for Professional Business Entities to make substantial political contributions to the election campaigns of the local government elected officers who are ultimately responsible for awarding Professional Service Contracts or other contracts or agreements which are not subject to public bidding; and

WHEREAS, awarding Professional Service Contracts to Professional Business Entities who have made political contributions to the election campaigns of the local government elected officials, at the very least, gives the appearance of impropriety to the taxpayers of the City of Vineland and constitutes a violation of the public trust in government; and

WHEREAS, maintaining the integrity of the offices of the City of Vineland Government is of the utmost importance so as to maintain the public trust and confidence in our elected officials;

NOW, THEREFORE, be it Ordained by the City Council of the City of Vineland that the policy of the City of Vineland shall be to prohibit any Professional Business Entity from being awarded a no bid contract; where such Professional Business Entity has contributed to the election campaign of any local government office subject to the terms and conditions contained herein.

SECTION 1
Definitions

Candidate shall mean: (1) any individual seeking election to a public office of the City of Vineland; (2) an individual who shall have been elected or failed election to an office for which he sought election and who receives contributions and makes expenditures for purposes of furthering his election campaign; (3) an individual who has received funds or other benefits or has made payments solely for the purposes of determining whether the individual should become a Candidate as defined herein. Candidate shall also mean any group of Candidates for office of the City of Vineland who have petitioned the Municipal Clerk to designate them as running mates pursuant to NJSA 40:45-10. Any Contribution to one member of the group shall represent a Contribution to all of the group members individually.

Contributions shall mean all loans and transfers of money or other thing of value excluding personal services other than paid personal services, to or by any Candidate's committee, political committee, political party committee and all pledges or other commitments or assumptions of liability to make any such transfer for purposes of promoting a Candidate for election to public office of the Mayor or City Council person in the City of Vineland. For purposes of this Ordinance, all pledges or other commitments or assumptions of liability to make any such transfer for purposes of promoting a Candidate shall be deemed to have been made upon the date when such commitment is made or liability assumed.

Political Action Committee shall mean any PAC that is organized for the primary purpose of promoting or supporting the City of Vineland municipal Candidates or municipal office holders within four calendar years immediately preceding the date of the Contract or Agreement.

Professional Business Entity means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust

Professional Services Agreement shall mean an agreement or contract with the City of Vineland to procure services or any material or equipment from or for the acquisition, sale or lease of any fund or building from or to any Professional Business Entity without competitive bidding as an exception to the Local Public Contract Laws NJSA 40A:11-5(1) (a) (i) & 40A:11-5 (1) (a) (ii).

Violation shall exist where, a Business Entity receiving a Professional Service Agreement has (1) made or solicited a Contribution contrary to the terms of this Ordinance; (2) knowingly conceals or misrepresents a Contribution given or received; (3) makes or solicits Contributions through intermediaries for the purpose of concealing and misrepresenting the source of the Contribution; (4) makes or solicits any Contribution on the condition or with the agreement that it will be contributed to a campaign or campaign committee of any Candidate or holder of any elected office of the City of Vineland; (5) fund Contributions made by third parties including consultants, family members or employees; and (6) engages in any exchange of Contribution to circumvent the intent of this Ordinance.

SECTION 2
Prohibition on Awarding Public Contracts to Certain Contributors

(A) Any other provision, of law to the contrary notwithstanding, the City of Vineland, or any of its purchasing agents or agencies as the case may be, shall not enter into an agreement for professional services or otherwise contract to procure services including banking services/relationships or insurance coverage services without competitive bidding, (collectively Professional Services Agreement) from any Professional Business Entity, if that entity has solicited & made any Contribution to a campaign committee of or to any individual Candidate or holder of public office for the government of the City of Vineland having ultimate responsibility for the award of the contract or any City of Vineland party committee, or to any PAC that is organized for the primary purpose of promoting or supporting the City of Vineland municipal officeholders within four calendar years immediately preceding the date of the contract; or agreement.

(B) No Professional Entity which enters into any Professional Services Agreement with the City of Vineland or any department thereof for the rendition of professional services or any other services contract including services/relationships or insurance coverage services without competitive bidding (Collectively, Professional Services Agreement) shall knowingly solicit or make any Contribution of money, or pledge of a Contribution, including in kind Contribution, to any City of Vineland Candidate or holder of the public office of the Government of the City of Vineland having ultimate responsibility for the award of the contract, or to any City of Vineland party committee, or to any PAC that is organized for the primary purpose of promoting or supporting City of Vineland municipal Candidates or municipal officeholders prior to the completion of the contract or agreement.

(C) 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 Council of the City of Vineland, if the contract requires approval or appropriation from the Council.
- (2) The Mayor of the City of Vineland, 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 3
- (Contributions Made Prior to the Effective Date
No Contribution made by a Professional Business Entity to any municipal Candidate for

1. That it has not made a Contribution as defined herein.
2. If a Contribution has been made
 - A. Provide the person, persons, campaign committee or political action committee to whom such Contribution was made.
 - B. Provide the date such Contribution was made.
 - C. The amount of each Contribution so made.
3. The reason or reasons that such a Contribution would not prohibit the award of the Professional Service Agreement pursuant to this Ordinance.

The Professional Business Entity shall have a continuing duty to report any Contributions that may occur during the term of the Professional Service Agreement. The certification required under this subsection shall be made prior to entry into the Professional Services Agreement with the City of Vineland and shall be in addition to any other certifications that may be required by any other provision of law.

SECTION 5

Breach of Contract and Penalty

All City of Vineland Professional Services Agreements shall provide that a Violation of this Ordinance shall be an event of default and breach of the terms of any contract or agreement with the City of Vineland.

Any Professional Business Entity as defined herein who knowingly fails to reveal a Contribution made; in violation of this Act, or otherwise commits a Violation as defined herein, shall be disqualified from eligibility for future City of Vineland contracts for a period of four calendar years from the date of the Violation.

SECTION 6

Exemption

This Ordinance shall not prohibit the awarding of a Professional Services Agreement without competitive bidding where there shall exist an emergency which requires the immediate delivery of goods or the performance of services. Pursuant to NJSA 40A: 11-6, no contract shall be entered into on an emergent basis unless the circumstances meet all of the following requirements:

1. An actual or imminent emergency must exist requiring the immediate delivery of the article or the performance of the service;
2. The emergency condition must affect the public health, safety or welfare and require the immediate delivery of the article or the performance of the service to alleviate such effect;
3. The emergency purchasing procedures may not be used unless the need for the articles or services could not have been reasonably foreseen or the need for such articles or services has arisen notwithstanding a good faith effort on the part of the contracting unit to plan for the purchase of any articles or services required by the contracting unit;
4. The contract shall be of such limited duration as to meet only the immediate needs of the emergency; and
5. Under no circumstances shall the emergency purchasing procedure be used to enter into a multi-year contract.

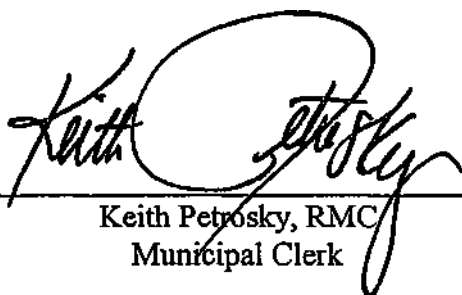
CERTIFICATION

I, Keith Petrosky, RMC, Municipal Clerk of the City of Vineland, Cumberland

County, New Jersey, do hereby certify* that the foregoing Ordinance is a true and correct copy of an Ordinance adopted by the Council of the City of Vineland at a meeting held on February 8, 2005, at I ■

City Hall, Vineland, New Jersey, and Ujproved by the Mayor of the City of Vineland, New Jersey,

(SEAL)



Keith Petrosky, RMC
Municipal Clerk