

RESOLUTION 2022-27

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF MAGNOLIA
AUTHORIZING THE PROFESSIONAL SERVICE APPOINTMENT OF SOLICITOR**

WHEREAS, there exists a need for a Borough Solicitor for the year 2022; and

WHEREAS, funds are available for the purpose; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40:A11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, based on the proposals received, the Borough of Magnolia appoints the following firm as Borough Solicitor for a contract period from January 1, 2022 through December 31, 2022 to:

**Wade, Long, Wood & Long, LLC
1250 Chews Landing Road, Suite 1
Laurel Springs, NJ 08021**

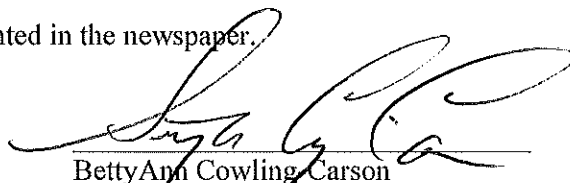
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Magnolia, County of Camden, State of New Jersey that:

1. The mayor is hereby authorized and directed to execute a professional service agreement with Wade, Long, Wood & Long, LLC.
2. This contract is awarded without competitive bidding as "Professional Services" under the provisions of the Local Public Contracts Law because this contract is to be performed by a person authorized by law to practice a recognized profession and it is not possible to obtain competitive bids.
3. This professional contract was advertised under the fair and open process, and it is being awarded pursuant to a fair and open process.
4. A notice of this action shall be printed in the newspaper.

ADOPTED: January 5, 2022



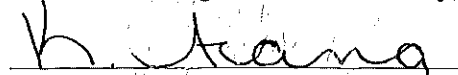
Krystel M. Arana
Deputy Municipal Clerk



Betty Ann Cowling Carson
Mayor

CERTIFICATION

I, Krystel M. Arana, Deputy Municipal Clerk of the Borough of Magnolia, County of Camden, State of New Jersey, do hereby certify that the foregoing Resolution 2022-27 was duly adopted by the Mayor and Council of the Borough of Magnolia at its annual Reorganization Meeting held on Wednesday, January 5, 2022.


Krystel M. Arana
Deputy Municipal Clerk

AGREEMENT

THIS AGREEMENT made and entered into as of this 20th day of January, 2022, by and between the **BOROUGH OF MAGNOLIA**, hereinafter referred to as "Borough", a duly created Municipal Corporation of the State of New Jersey and **WADE, LONG, WOOD & LONG, LLC (Daniel H. Long, Esquire)**, hereinafter referred to as "Attorney", and the parties having come together and agreed as follows:

WHEREAS, the said municipal corporation, as aforesaid, desires to retain the services of Wade, Long, Wood & Long, LLC (Daniel H. Long, Esquire) for the purposes of acting as the Borough Municipal Attorney of the Borough of Magnolia for the period of January 1, 2022 through December 31, 2022; and

WHEREAS, New Jersey Statutes permit the said appointment for the term of January 1, 2022 through December 31, 2022; and

WHEREAS, the legal services to be rendered by the Attorney herein are "Professional Services" to be rendered by one authorized by law to practice a recognized profession and whose practice is regulated by law; and

WHEREAS, pursuant to the "Local Public Contracts Law", *N.J.S.A. 40A:11-1 et seq.*, the Borough may enter into a contract with Attorney without having first obtained competitive bids; and

WHEREAS, this Agreement is consistent with the Borough's Request for Proposals and the Proposal was submitted in November, 2021 by **WADE, LONG, WOOD & LONG, LLC (Daniel H. Long, Esquire)**.

WHEREAS, the Local Public Contract, Law compels the Township to execute an Agreement for the services herein contemplated to be rendered by the Attorney.

NOW, THEREFORE, BE IT AGREED, that **WADE, LONG, WOOD & LONG, LLC (Daniel H. Long, Esquire)**, shall act as the Borough Municipal Attorney for the Borough of Magnolia from January 1, 2022 through December 31, 2022, and Wade, Long, Wood & Long, LLC (Daniel H. Long, Esquire). The Solicitor will include an annual retainer of Twelve Thousand (\$12,000.00) Dollars for meeting attendance not to exceed 24 meetings annually, phone calls to and from governing body members including municipal clerk, and emails to and from governing body members including the municipal clerk. All legal matters beyond the retainer will be charged at an hourly rate of One Hundred Thirty (\$130.00) Dollars per hour, plus costs, for all services performed. Solicitor shall perform all the functions thereof including the drafting of resolutions, the drafting of ordinances, and the giving of such legal advice as may be necessary from time to time to officials of the Borough of Magnolia, including representation of the Borough of Magnolia in all litigation.

During the performance of this contract, the Municipal Attorney agrees as follows:

1. Where applicable, it will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. It will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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. It 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.
2. Where applicable, it will, in all solicitations or advertisements for employees placed

by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

3. Where applicable, it will send to each labor union or representative or 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 Municipal Attorney's office, commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Where applicable, it agrees to comply with the regulations promulgated by the treasurer pursuant to N.J.S. 10:5-31, et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

5. It agrees to attempt in good faith to employee minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the treasurer pursuant to N.J.S. 10:5-31, et seq., as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the treasurer pursuant to N.J.S 10:5-31, et seq., as amended and supplemented from time to time.

6. It agrees to inform, in writing, appropriate recruitment agencies, placement bureaus, colleges, universities, and labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

7. It 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.

8. It 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, sex, affectional or sexual orientation, and conforms with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

9. It shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10.

10. This Agreement may be terminated or modified at any time by the mutual consent of both parties hereto.

11. The parties hereto agree that the services to be provided under this Agreement are "Professional Services" as defined by the Statutes of the State of New Jersey.

12. Attorney will comply with the provisions of Chapter 127, Public Laws of 1975 of the State of New Jersey. Failure to do so will be cause for termination of this Contract. Attorney must comply with the requirements set forth in Exhibit "A" attached hereto.

Attorney shall submit with this Contract one of the following:

(1) An existing federally approved or sanctioned affirmative action program, which consists of a photocopy of a valid letter from the Officer of Federal Contract Compliance Programs;

OR

(2) A certificate of Employee Information Report Approval which

consists of a photocopy of the State-issued Certification;

OR

- (3) A completed Employee Information Report (Form AA302). This form was provided to Attorney by the Township when it forwarded the Contract for execution.

If (3) above applies, when the Employee Information Report is completed by Attorney, the copy marked "Public Agency" will be submitted to the Township, the copy marked "contractor" will be retained by Attorney, and the remaining copies will be forwarded immediately to:

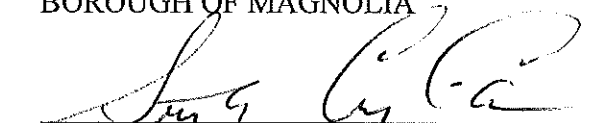
Affirmative Action Office
Department of the Treasury
State House CN 209
Trenton, New Jersey 08625

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

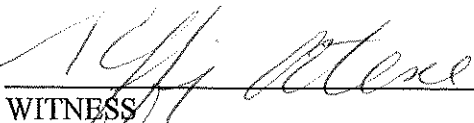
ATTEST:


BOROUGH CLERK

BOROUGH OF MAGNOLIA


BETTYANN COWLING CARSON, MAYOR

WITNESS


WITNESS

WADE, LONG, WOOD & LONG, LLC


DANIEL H. LONG, ESQUIRE