

Exhibit “A”

**AGREEMENT FOR RETENTION OF
CONFIDENTIAL PERSONNEL INVESTIGATION**

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **HONORABLE MAURICE J. GALLIPOLI, A.J.S.C. (retired)**, Attorney at Law of the State of New Jersey, c/o Porzio Bromberg & Newman, P.C., 100 Southgate Parkway, Morristown, County of Morris and State of New Jersey, hereinafter referred to as "JUDGE GALLIPOLI", party of the second part.

WITNESSETH THAT:

WHEREAS, a personnel complaint was received on January 19, 2016 concerning the Township of West Orange Municipal Court (the "Complaint"); and

WHEREAS, the Township has determined that it is in the best interest to retain an outside investigator to investigate the Complaint; and

WHEREAS, JUDGE GALLIPOLI has had a long and decorated career as the Assignment Judge for the Superior Court, Hudson Vicinage which position included supervision of all Hudson County municipal courts; and

WHEREAS, JUDGE GALLIPOLI has the requisite knowledge, integrity and experience to conduct a full and impartial investigation;

WHEREAS, JUDGE GALLIPOLI has confirmed that he has no conflict of interest in rendering this investigation;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of JUDGE GALLIPOLI to conduct a Confidential Municipal Court Investigation regarding the Complaint.

2. In light of the nature of the Complaint, JUDGE GALLIPOLI agrees to maintain as confidential all documents, interviews, communications, and notes taken/conducted.

3. This Agreement is effective January 22, 2016.

4. JUDGE GALLIPOLI's retention shall be for a rate of \$350.00 per hour with a maximum "cap" of \$5,000 for this engagement. JUDGE GALLIPOLI shall be an independent contractor for all purposes. JUDGE GALLIPOLI shall be responsible to comply with all tax and other obligations of the United States and New Jersey and the Supreme Court of New Jersey. JUDGE GALLIPOLI shall not be entitled to any medical or other benefits, including but not limited to retirement benefits. JUDGE GALLIPOLI shall comply with all provisions of the Rules of Professional Conduct (RPCs) and other ethical requirements of the State of New Jersey.

5. JUDGE GALLIPOLI will not seek nor be entitled to reimbursement for any costs and expenses such as postage, copying, mileage, meals, secretarial, parking, travel, telephone, faxes, computer usage, received or delivery of documents.

6. JUDGE GALLIPOLI recognizes that any and all approval for engagement of services must come from the Governing Body of the Township.

7. JUDGE GALLIPOLI agrees to provide a detailed invoice of services rendered including the date of services, amount of time expended and description of services rendered with sufficient detail to understand the actual service completed. JUDGE GALLIPOLI understands that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Available Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will

be honored or paid by the Township, irrespective of whether such services were actually performed.

8. The TOWNSHIP or JUDGE GALLIPOLI may terminate this Agreement at any time in their sole discretion on ten (10) days' written notice to the Municipal Clerk with a copy to the Township Attorney.

9. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

10. This Agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

By: _____
HONORABLE MAURICE J. GALLIPOLI,
Assignment Judge of the Superior Court
(retired)