

**PROFESSIONAL SERVICES AGREEMENT
SPECIAL COUNSEL – INVESTIGATIVE SERVICES**

This Professional Services Agreement (the “Agreement”) is made and entered into as of January 20, 2026 (the “Effective Date”), by and between the Township of West Orange, a municipal corporation of the State of New Jersey, with offices located at 66 Main Street, West Orange, New Jersey 07052 (the “Township”), and Deena B. Rosendahl, Esq., of Cleary, Giacobbe, Alfieri, Jacobs, LLC, with offices located at 169 Ramapo Valley Road | Upper Level Suite 105, Oakland, New Jersey 07436 (“Special Counsel” or “Counsel”) (collectively referred to as the “Parties”).

RECITALS

- A. The Township has received an allegation concerning conduct attributed to an official or employee of the Township (the “Subject Official”) arising out of acts undertaken while serving in his/her official capacity.
- B. The Township Attorney has conducted a preliminary review of the allegations and has determined that an actual or potential conflict of interest exists that precludes representation by the Township Attorney.
- C. Pursuant to §2-9.4 of the Township Code, which governs the appointment of Special Counsel, and consistent with the Township’s established practices, the Township Council has adopted Resolution No. 17-2026 (the “Authorizing Resolution”) approving the appointments of Designated Conflict Counsel, Ramon E. Rivera, Esq., of Antonelli, Kantor, Rivera, P.C., with offices located at 354 Eisenhower Parkway, Livingston, New Jersey 07039 (“Conflict Counsel”) and Special Counsel, approving the hourly rate of compensation, and establishing a not-to-exceed limitation on fees.
- D. The Township desires to retain Special Counsel on a limited basis to conduct an independent investigation into the aforementioned allegations and to prepare a Final Report consisting of the Special Counsel’s objective findings and non-binding recommendations to the Township.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the Parties agree as follows:

1. Engagement & Incorporation of Authorizing Resolution.

1.1. Engagement. The Township hereby retains Special Counsel, and Special Counsel accepts such retention, for the purposes set forth in this Agreement.

1.2. Resolution Controls. The parties acknowledge and agree that the Authorizing Resolution is a material part of this Agreement which is incorporated by reference and is a condition precedent to payment. In the event of a conflict or inconsistency between this Agreement and the Authorizing Resolution regarding compensation limits and approval requirements, the Authorizing Resolution shall control.

2. Term of Appointment.

2.1. Term. This Agreement shall commence on the Effective Date and shall continue until the earlier of: (a) completion and delivery of the Final Report to Conflict Counsel (as defined below); (b) exhaustion of the Not-to-Exceed Amount; or (c) termination pursuant to Section 14 of this Agreement.

2.2. No Annual Guarantee. Nothing herein shall be construed as an appointment beyond the limited matter described in this Agreement.

3. Scope of Services.

3.1. Purpose. Special Counsel is retained solely to conduct an independent investigation into the allegations asserted against an official or employee of the Township that has been identified in the allegations received (the “Subject Official”) and prepare a written Final Report regarding the factual findings, conclusions, and non-binding recommendations, if any.

3.2. Services. Special Counsel may perform the following under the supervision of the Conflict Counsel, as reasonably necessary and appropriate:

a. Intake and Planning. Review the allegation(s), define the investigative plan, identify potential witnesses and sources, and create an evidence preservation / collection protocol.

b. Document Requests and Review. Request, collect, and review relevant documents, communications, recordings, policies, and other materials, whether maintained by the Township, third parties, or the Subject Official, subject to lawful limits.

c. Interviews. Conduct interviews of relevant witnesses, including Township employees, officials, and third parties, as appropriate. Counsel shall determine interview sequencing, interview format, and whether to memorialize interviews by notes, written statements, or other means.

d. Legal/Policy Assessment (Limited). Evaluate the allegations in light of applicable Township policies, state law and regulations, and ethical standards as relevant to the Investigation (without providing individual legal defense representation to any person unless separately authorized in writing).

3.3. Final Report. Special Counsel shall prepare a written investigative report (the “Final Report”) summarizing the factual findings and recommendations. Any recommendations contained within the Final Report are non-binding upon the Township. Conflict Counsel may request a draft for comment prior to finalization. The Final Report shall be delivered to the Conflict Counsel and the Township Attorney.

3.4. Exclusions. Unless expressly authorized in writing by Conflict Counsel, Special Counsel **shall not:**

- a.** Represent the Township or any individual in litigation, administrative proceedings, or criminal matters relating to the allegations;
- b.** Serve as personal counsel to the subject member of the Township Council;
- c.** Act as Township Attorney, labor counsel, prosecutor, or hearing officer;

- d. Have subpoena power or compulsory authority unless expressly authorized by law and authorization of Conflict Counsel;
- e. Incur third-party costs (i.e.: investigators, e-discovery vendors, court reporter) without prior written authorization from Conflict Counsel;
- f. Impose or recommend discipline except as part of non-binding recommendations contained in the Final Report.

4. Executive Session Presentation.

Upon written request of the Township, and to the extent permitted by law, Special Counsel along with Conflict Counsel shall present the findings of the Investigation and the Final Report to the Township Attorney.

5. No Individual Client Relationship.

5.1. Client. The client for purposes of this Agreement is the Township of West Orange.

5.2. No Personal Representation. Nothing herein shall be construed as creating an attorney-client relationship between Special Counsel and the Subject Official or any other individual.

5.3. Upjohn | Entity Warnings. When interviewing the Township employees or officials, Special Counsel may provide an entity representation warning that Counsel represents the Township and not the individual.

6. Evidence Preservation & Litigation Hold.

6.1. Coordination. Upon request and in conjunction with Conflict Counsel, Special Counsel may coordinate with the Township Attorney, Township Administrator, and Township IT Department regarding document retention, evidence preservation, and litigation-hold measures relevant to the Investigation.

6.2. No Independent Authority. Special Counsel shall not independently issue litigation holds, subpoenas, or compulsory process without the approval of Conflict Counsel.

7. Compensation | Not-to-Exceed Amount.

7.1. Hourly Rate. Special Counsel shall be compensated at \$185.00 per hour for attorney time unless otherwise stated in an approved written amendment.

7.2. Not-to-Exceed Amount. Total compensation under this Agreement shall not exceed \$7,500.00 (the “Not-to-Exceed Amount”) without a further written encumbrance and additional authorization by resolution of the Township Council.

7.3. Invoices. Special Counsel shall submit itemized invoices to the Township on a monthly basis (or upon completion of services, whichever occurs first), setting forth, at minimum: the date of service, a description of the work performed, the time expended, applicable billing rate, and the total amount due.

7.4. Township Approval. Payment of invoices is subject to Township approval in accordance with applicable Township procedures, including review by Conflict Counsel (as appropriate), CFO, and any other approving authority.

7.5. Costs/Expenses. Unless pre-approved in writing, Special Counsel shall not bill for extraordinary costs (i.e.: investigators, vendors, transcription, travel, copying in excess of ordinary office practice). Approved costs, if any, shall be billed at the actual cost with receipts and shall count toward the Not-to-Exceed Amount unless otherwise authorized in writing.

8. Confidentiality | Records | OPRA.

8.1. Confidentiality. Special Counsel shall treat all non-public information obtained in the Investigation as confidential to the extent permitted by law, the Rules of Professional Conduct, and any lawful directions from the Township.

8.2. OPRA Cooperation. Special Counsel acknowledges the Township is subject to OPRA and common-law access principles. Special Counsel shall cooperate with the Township Attorney or custodian of records in responding to lawful requests, including identifying potentially privileged/confidential material and producing a privilege log if requested.

8.3. Record Retention. Special Counsel shall retain the complete investigative file and shall return Township property and records upon request, subject to retention obligations.

8.4. Work Product and Privilege. To the extent applicable, Special Counsel's work product and privileged communications shall be maintained and asserted on behalf of the Township.

9. Non-Appropriation.

9.1. Encumbrance and Certification. This Agreement is contingent upon the certification of funds by the Chief Financial Officer for the Township and proper encumbrance.

9.2. Non-Appropriation. In the event funds are not appropriated or are otherwise unavailable, the Township may terminate this Agreement without penalty, and Special Counsel shall be paid only for services rendered and approved of prior to the effective date of termination, subject to the Not-to-Exceed Amount.

10. Insurance.

10.1. Professional Liability. During the term of this Agreement, Special Counsel shall maintain a professional liability (malpractice) insurance policy in an amount not less than \$1,000,000 per claim and shall provide proof of coverage upon request, including identifying the Township as an additional insured.

10.2. Additional Insurance. If Special Counsel employs non-attorney personnel or uses subcontractors in the course of the scope of this Agreement, Special Counsel shall maintain any additional insurance reasonably necessary to cover such activities.

11. Legal Compliance.

Special Counsel shall comply with all applicable federal and New Jersey laws, regulations, and ethical rules, including the New Jersey Rules of Professional Conduct, pay-to-play laws, and Township policies.

12. Ownership of Work-Product | Deliverables.

12.1. Deliverables. The principal deliverable is the Final Report, delivered to Conflict Counsel in draft and final form, unless the Township directs otherwise.

12.2. Ownership. Subject to applicable privilege and ethical obligations, the Township shall own the work product created under this Agreement, including the Final Report and supporting materials, except that Special Counsel may retain a copy of the file consistent with record retention obligations and professional responsibility requirements.

13. Conflicts.

13.1. No Disqualifying Conflict. Special Counsel represents that, to the best of its knowledge after reasonable diligence, there exists no conflict that would materially impair the Investigation. Special Counsel shall promptly disclose any potential conflict that arises during the term.

13.2. Removal | Replacement. Should a conflict arise that cannot be waived or otherwise managed, the Township may terminate this Agreement and retain a substitute counsel.

14. Termination.

14.1. Termination for Convenience. The Township may terminate this Agreement, with or without cause, upon written notice to Special Counsel. Upon termination, Special Counsel shall cease work (except to preserve the status of the Investigation as requested) and submit a final invoice.

14.2. Termination for Cause. Either party may terminate this Agreement for material breach upon written notice and a reasonable opportunity to cure, where cure is not feasible.

14.3. Compensation Upon Termination. In all events, Special Counsel shall be compensated only for approved work performed through the effective date of termination, subject to the Not-to-Exceed Amount.

15. Independent Contractor.

Special Counsel is an independent contractor and not an employee of the Township.

16. Notices.

All formal notices required under this Agreement shall be made in writing and delivered electronically and by certified mail, return receipt requested addressed as follows:

To the Township:

Township of West Orange
Attn.: Karen Carnevale, Twp. Clerk
66 Main Street
West Orange, New Jersey 07052
(973) 325-4155
KCarnevale@westorange.org

To Special Counsel:

Deena B. Rosendahl, Esq.
Cleary, Giacobbe, Alfieri, Jacobs, LLC
169 Ramapo Valley Road | Upper Level Suite 105
Oakland, New Jersey 07436
(973) 845-6700
Drosendahl@cgajlaw.com

To: Conflict Counsel:

Antonelli, Kantor, Rivera, P.C.
Attn.: Ramon E. Rivera, Esq.
354 Eisenhower Parkway
Livingston, New Jersey 07039
(908) 623-3676
Rrivera@akrlaw.com

17. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of New Jersey. Venue for any action arising under this Agreement shall lie in the Superior Court of New Jersey, Essex Vicinage, unless otherwise required by law.

18. Entire Agreement.

This Agreement, together with the Authorizing Resolution and any required certifications incorporated herein, constitute the entire agreement between the Parties and supersedes any prior agreements. Any amendment hereto must be in writing, signed by the Parties and where required, authorized by resolution of the Township Council and accompanied by a proper encumbrance.

19. Execution.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Township of West Orange

By: _____ Title: Township Attorney

Mark Semeraro, Esq.

Dated: _____

Special Counsel: Cleary, Giacobbe, Alfieri, Jacobs, LLC

By: _____ Title: Special Counsel

Deena B. Rosendahl, Esq.

Dated: _____