



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Thomas Lamb, Chief Operating Officer
Date: June 16, 2021
Re: Approval of Legal Agreement with Berchem Moses Firm PC

Contractor Name: Berchem Moses PC

Contractor Address: 75 Broad St, Milford, CT

Is the contractor a Minority or Women Owned Small Business? No

Renewal or Award of Contract/Agreement? Renewal

Total Amount of Contract/Agreement and the Hourly or Service Rate: \$80,000.00

Contract or Agreement #:

Funding Source & Account #: 2021-2022 Operating Budget 190-47700-56696

Key Questions: (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

- 1. What specific service will the contractor provide:**
Outside legal services represent a critical support for the Board of Education on matters of statutory and regulatory interpretation and compliance. In particular Special Education compliance, litigation, investigations, and negotiations is an area of specialized educational law practice where Berchem Moses has provided invaluable guidance to NHPS and the BOE.
- 2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:** RFQ 2021
- 3. If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?** Renewal
- 4. If this Contract/Agreement is a Renewal has cost increased? If yes, by how much?**
No increase.
- 5. If this Contractor is New has cost for service increased from previous years? If yes, by how much?** N/A

6. Is this a service existing staff could provide? Why or why not?

The firm has specialized in Educational Law, particularly in the area of Special Education, as well as their experience with the Board of Education, in such matters. Their knowledge in regard to Special Education, is working a critical focus under this agreement.

EXECUTED
ELECTRONIC
ORIGINAL

**AGREEMENT
BY AND BETWEEN
THE NEW HAVEN BOARD OF EDUCATION
AND
BERCHEM, MOSES, P.C.
FOR
LEGAL SERVICES**

A20-0898

PART I

This Agreement, consisting of Parts I and II, effective the date signed herein, by and between the Board of Education of the City of New Haven (hereinafter referred to as the "Board"), and Berchem, Moses, PC with offices at 75 Broad Street Milford, Connecticut 06460 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the Board has determined that it needs the services of a law firm to provide legal services to the Board in such areas as general legal advice, leases/contracts, pupil personnel, expulsions and special education; and

WHEREAS, the Contractor submitted its qualifications; and

WHEREAS, the Board has selected the Contractor and the Contractor has agreed to perform the services for the terms and conditions set forth herein; and

WHEREAS, funds for this Agreement are available from Account 190-47700-56696 pursuant Purchase Order No. 91331624-000 FY 2021.

NOW, THEREFORE, the Board and the Contractor hereby agree as follows:

SECTION 1: ENGAGEMENT

101. The Board hereby engages the Contractor and the Contractor hereby agrees to perform the services set forth herein in accordance with the terms and conditions and for the consideration set forth herein.

102. The person in charge of administering the services described under this Agreement on behalf of the Board shall be *Michael J. Pinto* or such other person as they shall designate in writing.

103. The person responsible for the services to be performed by the Contractor shall be *Michelle Laubin, Esquire*, or such other qualified person as is designated in writing by the Contractor and accepted by the Board.

104. The Contractor shall not subcontract any of the professional services to be performed by it under this Agreement.

105. Where the Contractor requires the use of a State Marshal to serve a party in New Haven County, the Contractor shall only utilize a marshal from the "Approved Marshal list" provided by the City.

SECTION 2: SCOPE OF SERVICES

201. The Contractor shall perform the services set forth under this Agreement in a satisfactory manner, as reasonably determined by the Board. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the Board; Provided, However, the Contractor shall not be required to make revisions at its sole cost and expense where the revisions are based upon considerations outside the scope of services initially given to the Contractor.

202. In performing the services required under this Agreement, the Contractor shall consult with the Corporation Counsel, and shall meet, as appropriate, with other Board or City of New Haven employees or officials and with other persons or entities, as necessary, including State and Federal officials and/or neighborhood groups or organizations.

203. The services to be performed by the Contractor shall consist of providing general legal advice on a variety of matters, as noted in Exhibit A, attached hereto and incorporated herein by reference. The total value of the agreement, as set forth in Section 501 shall not exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00).

205. Where work encompassed under Section 2 will extend past the termination date of this Agreement, within 30 days of the expiration of the Agreement, the Contractor shall furnish to the Board a written projection of both future costs and time required in order to complete the work encompassed under Section 2. There shall be no monetary charge to the Board for the preparation of such written projection.

206. The Contractor shall comply with the provisions of the student data privacy agreement attached hereto as Exhibit B, in accordance with State law, and shall comply with all federal and State laws regarding the confidentiality of student records and student data.

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

301. The Board will provide the Contractor with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder, and will endeavor to secure materials or information from other sources requested by the Contractor for the purpose of carrying out services under this Agreement.

SECTION 4: TIME OF PERFORMANCE

401. The Contractor shall perform the services set forth in Section 2 of this Agreement at such times and in such sequence as may be directed by the Board.

402. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the Board, unless otherwise terminated by the parties hereto, but in any event shall terminate on June 30, 2021.

SECTION 5: COMPENSATION

501. The Board shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement in an amount not to exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00), dispersed as follows:

1. Two Hundred Seventy-Five Dollars and Zero Cents (\$275.00) per hour, for services provided by Floyd Dugas, Esquire, or another partner of the Contractor.
2. Two Hundred Thirty-Five Dollars and Zero Cents (\$235.00) per hour for services provided by Senior Counsel.
3. One Hundred Ninety-Five Dollars and Zero Cents (\$195.00) per hour for services provided by associates of the Contractor.
4. One Hundred Forty-Five Dollars and Zero Cents (\$145.00) per hour for paralegal assistance.
5. The Board will reimburse the Contractor for the actual invoice cost of out-of-state telephone calls; extraordinary printing, graphics or reproduction costs; and, when requested by the Board, special delivery or courier costs. No other direct costs incurred by the Contractor in performing legal services under this Agreement will be reimbursed by the Board without the Board's express prior written approval.

502. Compensation provided under this Section 5 constitutes full and complete payment for all costs assumed by the Contractor in performing this Agreement including but not limited to salaries; on-line research such as Lexis, WestLaw, Case Base, etc.; consultant fees; costs of materials and supplies; printing and reproduction; meetings, consultations, and presentations; in-state travel expenses; postage; telephone; clerical expenses; and all similar expenses. No direct costs shall be reimbursed by the Board other than as provided in Section 501.

503. Payments to the Contractor under this Agreement by the Board are conditioned upon on approval of itemized Statements, with attached invoices, CERTIFIED by the Contractor and submitted not more often than once a month. Each Statement shall itemize each function performed, the time spent on each function, and the fee charged for each function, based upon the fee amounts set forth in Sections 501. The original of each such Statement shall be sent to the New Haven Board of Education, or to such other person or entity as may be designated by the Board, within thirty (30) days of the conclusion of the billing month. Statements submitted more than thirty (30) days after the conclusion of the billing month shall not be honored for payment. In addition, the Board may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information with respect to the Contractor's costs in connection with work performed under this Agreement as it deems necessary. The Contractor shall comply with "billing Procedure for City of New Haven Contractors" attached hereto and incorporated herein by reference. Where "Billing Procedure" conflicts with Part 1, Part 1 shall control.

504. No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor hereunder. The Contractor's relationship to the Board is that of an independent contractor.

SECTION 6: INSURANCE

601. The Contractor will carry malpractice or errors and omissions insurance with minimum coverage limits of One Million Dollars and No Cents (\$1,000,000.00), to cover the work performed under this Agreement. The Contractor is responsible for the payment of all premiums. Upon the signing of this Agreement, the Contractor shall provide a certificate of insurance evidencing said insurance. Upon request, the Contractor will promptly provide the Board with a copy of the insurance policy. It is understood that the Contractor shall not change the terms and conditions of such insurance policy except upon the prior written approval of the Board, which approval shall not be unreasonably withheld.

602. The Contractor shall indemnify, defend and save harmless the City and its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the Contractor's negligence in the performance of services set forth under this Agreement.

603. Intentionally left blank.

SECTION 7: TERMS AND CONDITIONS

701. This Agreement is subject to and incorporates the provisions attached hereto as City of New Haven Contract for Professional or Technical Services Part II, Terms and Conditions. In the event any provision of said Exhibit A or Part II conflicts with any provision of this Part I of this Agreement, Part I shall be controlling.

702. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven.

703. The parties agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the Board.

704. The Board and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

705. This Agreement incorporates all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.

706. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

707. Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

708. The Board may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Board and the Contractor, shall be incorporated in written amendments executed by both parties to this Agreement.

709. References herein in the masculine gender shall also be construed to apply to the feminine gender.

710. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the Board or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

CONTRACTOR: Michelle C. Laubin, Esq.
Berchem, Moses, P.C.
75 Broad Street
Milford, Connecticut 06460

BOARD: Board of Education
Chief Operating Officer
54 Meadow Street
New Haven, Connecticut 06519

IN WITNESS WHEREOF, the parties have executed one (1) counterpart of this Agreement Number A20-0898 as of the day and year first above written.

CONTRACTOR:

CITY:

BERCHEM, MOSES, P.C.

NEW HAVEN BOARD OF EDUCATION

BY: DocuSigned by:
Michelle C. Laubin, Attorney
AD378A50F02A477...
Michelle C. Laubin, Esq.
Duly Authorized

BY: DocuSigned by:
Yesenia Rivera, President, BOE
2D9B2D65P08C4AB...
Yesenia Rivera
President

Dated: 12/23/2020 | 10:57 AM EST

Dated: 12/23/2020 | 4:54 PM EST

Approved as to Form and Correctness:

DocuSigned by:
Elias A. Alexiades
4625C470AB51410...
Elias A. Alexiades
Assistant Corporation Counsel

Dated: 12/23/2020 | 12:53 PM EST

CITY OF NEW HAVEN
CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES
PART II - TERMS AND CONDITIONS

1. Personnel. (a) The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

(b) All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

(c) No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Agreement. The foregoing sentence shall not be interpreted to interfere with the Contractor's compliance with the City's Ban the Box requirements.

2. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deductions or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, as now codified in 18 U.S.C. § 874 and 40 U.S.C. § 3145. The Contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations or exemptions from the requirements thereof.

3. Withholding of Salaries. If, in the performance of this Agreement, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the City shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salary actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

4. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be promptly reported in writing by the Contractor to the City, and the City's decision regarding such claims and disputes shall be final. Particularly with respect to this Section and Section 5 above, the City reserves the right to inspect Contractor's records with respect to this

Agreement and specifically, without limiting the generality of the foregoing, payroll and employee records with respect to the work performed pursuant to this Agreement.

5. Equal Employment Opportunity.

A. During the performance of this Agreement, the Contractor agrees as follows:

- i) To comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- ii) Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, national origin, or any other State or Federal protected class status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, physical handicap, or any other State or Federal protected class status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training, including apprenticeship;
- iii) To post, in conspicuous places available to employees and applicants for employment, notice is to be provided by the Contractor setting forth the provisions of this nondiscrimination clause;
- iv) To state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability, national origin, or any other State or Federal protected class status;

B. And where this contract involves construction, or is a “public contract” as defined in section 12 ½ -19(o) of the City’s Code of General Ordinances, then the contractor additionally agrees:

- i) To send to each labor union or representative of workers with whom the Contractor has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's

representative of the Contractor's commitments under the equal opportunity clause of the City, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;

- ii) To utilize State of Connecticut Labor Department and City sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;
- iii) To take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subcontracting, or for any additional services, supplies, or work which may be required as a result of this Agreement;
- iv) To cooperate with City departments in implementing required Agreement obligations for increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;
- v) To furnish all information and reports required by the contract compliance director pursuant to sections 12 ½-19 through 12 ½-33 of the City's Code of General Ordinances and to permit access to the Contractor's books, records, and accounts by the contracting agency, the contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the program;
- vi) To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (1) through (8) herein, including penalties and sanctions for noncompliance, provided however that, in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's equal employment opportunity program. In the case of contracts funded directly or indirectly, in whole or in part, under one or more federal assistance programs, the Contractor or the City may ask the United States to enter into such litigation to protect the interest of the United States;
- vii) To file, along with its subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in this Agreement by the contract compliance director of the City. Compliance reports filed at such times as directed shall contain information as to the employment

practices, policies, programs and statistics of the Contractor and its subcontractors, if any;

- viii) To include the provisions of sub-paragraphs (1) through (9) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;
- ix) That a finding, as hereinafter provided, of a refusal by the Contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:
 - (a) Withholding of all future payments under the involved public contract to the Contractor in violation, until it is determined that the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
 - (b) Refusal of all future bids for any public contract with the City, or any of its departments or divisions, until such time as the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
 - (c) Cancellation of this Agreement;
 - (d) Recovery of specified monetary penalties;
 - (e) In case of substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors, or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy as herein outlined.

6. Discrimination Because of Certain Labor Matters Related to Construction Contracts. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because it has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

7. Assignability. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City, provided, however, that claims for money due or to become due the Contractor from the City under this Agreement

may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

8. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

9. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

11. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve-month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements, and canceled checks.

STANDARD BILLING PROCEDURE FOR CITY OF NEW HAVEN **CONTRACTORS**

Staffing:

Each case should be staffed with no more than three individuals: the lead attorney, an associate and a paralegal. Each invoice must contain a timekeeper summary setting forth the total time billed by each timekeeper and their hourly rate. Counsel should delegate work to subordinates wherever possible to achieve efficiency and cost-effectiveness. Activities which are considered clerical or overhead will not be paid. Staffing for trial, as well as deviations from the above standards, must be discussed with and pre-approved by the City with such approval noted on the invoice.

Duplication of effort within the firm must be avoided.

Multi-teaming: All depositions, court appearances, meetings, etc. should be attended by only one member of the defense team. Attendance by more than one member of the defense team must be discussed with and pre-approved by the City with such approval noted on the invoice.

Adequacy of Descriptions:

Descriptions of services provided must be adequately described so that a third-party is able to understand the nature and purpose of the activities performed. Descriptions of services must separately identify the nature of each activity performed, the purpose and the actual time taken to perform such task. Third-party communications should include the name of the persons involved and the general subject matter of the communications.

All time charges should be based upon actual time taken to perform a task and should be billed in .1-hour increments.

Grouping multiple activities under a single time charge greater than one-tenth of an hour ("block billing") must be avoided.

Activities Requiring Consultation with the City, and pre-approval noted on the invoice:

Consultation with the City of New Haven is required before the following activities are undertaken. Invoices should document who was consulted and that approval was obtained for:

- Legal Research exceeding two hours, or
- Motions and briefs exceeding three hours, or
- More than one attendee at trial, hearing, court appearance, arbitration, mediation, deposition, third party conference call, or any similar event
- Rate increases, must have written approval from the City of New Haven attached to your invoice
- Expenses over \$1,000.00

Legal Counsel Business Overhead – Non-billable Fees:

Revised: January 2019

Clerical and/or Administrative Activities:

- Responding to audit results
- Preparing, reviewing and/or following up on firm or vendor invoice
- Reviewing or analyzing conflict
- Attending seminars or continuing education
- Employee courier services, law clerk “runners,” or other personnel (such as managing clerk’s/docketing clerks) who perform functions such as delivering documents, checking court dockets, and filing papers
- Routine scheduling communications confirming depositions, appointments, mediation, etc.
- Search of a file to look for particular documents, reports, etc.
- Non-attorney/non-paralegal staff (e.g., library staff, file clerks, managing clerk’s/docketing clerks, law clerks, summer associates)
- Secretarial work
- Staff overtime
- Word processing
- Arranging travel/accommodations
- Opening or closing files
- Routine organization of files
- Document stamping (e.g., bates stamping)
- Managing/docketing clerk appropriate activities
- Collating
- Binding
- Copying
- Faxing
- Reviewing advance sheets or other publications to stay abreast of the law
- Routine or elementary research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., procedural issues, ethics issues, etc.)
- Time attributable to firm managing factors such as training time, and duplication of other staffing inefficiencies attributable to the departure/unavailability of firm personnel
- Time and/or expenses incurred due to change or departure of law firm resources

Non-billable Fee Activities:

- Digesting (page/line summaries) of depositions other than when trial is imminent (digesting depositions is a paralegal function). A brief post-deposition summary may be prepared by the deposing attorney for the City of New Haven.
- Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g. procedural issues).
- Legal research exceeding two hours (per topic), unless approved in advance with the approval noted on the invoice.

- Preparation of motions which exceed three total hours, unless approved in advance with the approval noted on the invoice.
- More than one-tenth (.1) of an hour for reviewing and preparing pre-printed or computer-generated forms, documents, pleadings, notices, subpoenas, etc.
- Individual charges for the same or similar documents sent to multiple parties (e.g. deposition notices)
- Ordering records except that drafting subpoenas is billable.
- Trial preparation when trial is not imminent (90 days before trial is considered imminent)
- Intra-law firm communications (oral or written, including memos to file) that are informational, supervisory, educational, or administrative nature are not billable. If the communication is billable, only the time of the most senior person/drafter is billable. Intra-firm communications with or between paralegal or non-billable firm personnel are not billable.
- Improper staffing assignments, such as task performed by staff at inappropriately high billing rates and levels of experience, including paralegal work performed by attorneys, and junior attorney work performed by senior attorneys
- Previously researched issues except for that portion of the research that updates the work product
- Learning time of a new team member to get up to speed
- Deposition transcript reviews unless purpose for the review is indicated on the invoice
- *Out-of-State* travel time must be itemized separately, including time spent, destination, mileage and purpose of the trip. Travel time is billable at 50% of the approved hourly rate and will be reimbursed for out-of state travel.

Non-billable Disbursements:

- Case management, litigation, computerized support and/or document control systems
- Computerized legal research hardware or software costs
- On-line fees for Westlaw, Lexis or similar computerized charges unless pre-approved in advance
- Overtime and associated expenses – meals, transportation or other charges
- Office supplies
- In-state phone charges, only actual line charges for *out-of-state* long distance will be reimbursed
- Facsimiles, except for actual line charges for outgoing *out-of-state* facsimile charges (flat fees disallowed)
- Postage
- Outside overnight/express/messenger delivery services unless required for a reason not caused by the firm (e.g., the firm's delay in preparing or filing papers is not justification). Justification must appear on the invoice
- Documentation must be provided for expenses over \$50.00.
- Expenses over \$1,000.00 must be pre-approved in advance
- Rent
- Utilities
- Books

- Conference rooms unless pre-approved by the City after consultation
- Publications/periodicals
- Equipment rental unless pre-approved by the City after consultation.
- Seminars, or continuing legal education
- Refreshments during meetings
- Inadequately described or miscellaneous expenses
- Cell phone charges (unless due to an emergency that is described in the invoice)
- Photocopies, *unless extraordinary or approved by the City. If billable, not to exceed \$.10/page (outside vendors included)*

Travel Expenses are reimbursed only in connection with out-of-state travel and if:

- Each expense is separately identified with an amount and date incurred
- Mileage does not exceed the current IRS rate
- Hotel accommodations are moderately priced
- Meal charges are reasonable and a per diem of \$75.00/day applies. (Meals will be reimbursed only in connection with out-of-state travel)
- Taxis or shuttles are used rather than rental cars wherever cost-effective
- Rental cars are intermediate class only, insurance coverage is not charged to the City of New Haven; Airfare is coach (unless flying through three-time zones, then business class is allowed) and, whenever possible, is reserved sufficiently in advance and with an appropriate carrier, so as to secure the lowest rate under reasonable circumstances