



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Please Type

Contractor full name: Shipman & Goodwin, LLP

Doing Business As, if applicable:

Business Address: One Constitution Plaza, Hartford, CT 06103

Business Phone: (860) 251-5000

Business email: tmooney@shipmangoodwin.com

SS# OR Tax ID #:

Funding Source & Acct # including location code: Account 190-47700-56696, PO No.9130294-001 FY2020

Principal or Supervisor: Atty. Michael J. Pinto, Chief Operating Officer

Agreement Effective Dates: From 07/01/2019. To 06/19/2020

Hourly rate or per session rate or per day rate.

Total amount: Amendment Amount \$20,000.00

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."*

Request is made to authorize an increase in the Shipman and Goodwin contract by \$20,000.00 from \$50,000.00 to \$70,000.00 to cover unanticipated costs associated with litigation including FOI litigation hearings. In prior years this account has been funded at \$80,000.00 to cover the costs of litigation, but was reduced at the start of the year with funds moved to cover anticipated contract and labor negotiations.

Because funds will be moved from two other Shipman purchase orders by \$25,000.00 and \$10,000.00 respectively to cover this amendment, the move is line item neutral and does not result in an overall increase in general fund expenditures.

Submitted by: _____ Phone: _____



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Atty. Michael Pinto, Chief Operating Officer
Date: April 15, 2020
Re: Shipman & Goodwin, Litigation Agreement, Amendment No.1

Executive Summary/ Statement: (Please provide 1-2 sentences describing the Service – do not leave blank):

Request is made to authorize an increase in the Shipman and Goodwin contract by \$20,000.00 from \$50,000.00 to \$70,000.00 to cover unanticipated costs associated with litigation including FOI litigation hearings. In prior years this account has been funded at \$80,000.00 to cover the costs of litigation, but was reduced at the start of the year with funds moved to cover anticipated contract and labor negotiations.

Because funds will be moved from two other Shipman purchase orders by \$25,000.00 and \$10,000.00 respectively to cover this amendment, the move is line item neutral and does not result in an overall increase in general fund expenditures.

Amount of Agreement and the Daily, Hourly or per Session Cost:

Total amount of Amendment: \$20,000.00
Hourly Rate: \$325.00/Hour

Funding Source & Account #: Account 190-47700-56696, PO No.9130294-001
FY2020

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. Please describe how this service is strategically aligned to the District Continuous Improvement Plan?

Skilled and experienced attorneys are necessary to ensure the BOE is well represented where in house and staff counsel cannot absorb the additional case load or there is a conflict among defendants.

2. What specific need will this contractor address?

Shipman attorneys have handled a number of litigation and investigatory matters this year related to employee conduct. These matters included employee conduct and FOI matters. A number were at the behest of former Superintendent Birks prior to in-house review for the appropriateness of in-house investigation or use of outside counsel.

3. 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:

The Contractor was selected in a Request for Proposals. The contractor is one of three firms who provide ongoing legal counsel for the NHPS and BOE. Shipman & Goodwin has wide ranging experience in education law matters.

4. If this is a continuation service, when was the last time the alternatives were sought?

The NHPS put out open request for proposals for legal services in May of 2018. The Department expects to solicit new proposals for the start of the FY 2020-2021.

5. What specific skill set does this contractor bring to the project?

Shipman & Goodwin has wide ranging experience in education law matters.

6. How does this contractor fit into the project as a whole? (Please attach a copy of the contractor's resume):

This amendment provides for payment for legal services for existing and outstanding matters that cannot reasonably be wound down or transferred to another firm or Corporation Counsel before then end of the Fiscal Year.

7. Is this a new or continuation service?

Continuation; Amendment to a current Agreement

8. If this is a continuation service has cost increased?

- a) If yes, by how much?

This is an accounting move to adjust upwards one Agreement/ Purchase Order and to reduce two other POs for the same contractor

- b) What would an alternative contractor cost?

NA

- c) Is this a service existing staff could provide? Why or why not?

Staff do not have the capacity or time to come up to speed to cover these open legal matters.

9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?

Shipman & Goodwin has wide ranging experience in education law matters. There is a significant comfort level with Shipman attorneys at this time.

10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review)

NA

11. If the service is a professional development program, can the training be provided internally, by district staff?

NA

a) If not, why not?

b) How will the output of this Agreement contribute to building internal capabilities?

12. Why do you believe this Agreement is fiscally sound?

This Amendment is an accounting maneuver. We will increase the amount of one contract while reducing the amount encumbered under other Agreement/Purchase Orders for the same law firm. The maneuver in coordination with all other amendments in the legal line item is net neutral and will not result in an overall increase in the general fund expenditures.

13. What are the implications of not approving this Agreement?

We have legal bills that need to be paid to cover current work; no additional legal work could be performed.

Corporation Counsel Will Draft the Amendment Upon Approval



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. § 10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student- generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

**AGREEMENT
BY AND BETWEEN
THE NEW HAVEN BOARD OF EDUCATION
AND
SHIPMAN & GOODWIN, LLP
FOR
LEGAL SERVICES REGARDING
LITIGATION-RELATED MATTERS**

**EXECUTED
ORIGINAL**

PART I

This Agreement, consisting of Parts I and II, entered into this 18th day of November, 2019, effective the 1st day of July, 2019, by and between the New Haven Board of Education (hereinafter referred to as the "Board"), and Shipman and Goodwin, LLP, with offices at One Constitution Plaza, Hartford, CT 06103 (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 advice to the Board on an as-needed basis regarding litigation matters, including but not limited to matters of statutory and regulatory interpretation and compliance, investigations and other legal matters; 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. 91320294-001 FY 2020.

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 *Dr. Iline P. Tracey, Interim Superintendent of Schools* 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 *Thomas B. Mooney, Esq.* 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 Board, 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 legal services to the Board regarding litigation-related matters, as noted in Exhibit A under the subtitle "Litigation-Related Matters", attached hereto and incorporated herein by reference. The total value of the agreement, as set forth in Section 501 shall not exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00).

204. Because the extent of the specific tasks to be performed under Section 203 cannot be defined precisely in advance, the Contractor makes no representation that the work undertaken will be complete at the conclusion of the Contractor's services under this Agreement. However, the Contractor shall perform so much of the scope of services set out above, as directed by the City, as may be performed within the limits imposed by Section 4 and Section 5 and shall not perform work in excess of such limits without written amendment to this Agreement. If it appears to the Contractor that work or tasks the Contractor is directed to perform by the City will cause the Contractor to exceed the stated limits, the Contractor must immediately notify the City.

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, 2020.

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 Fifty Thousand Dollars and Zero Cents (\$50,000.00), dispersed as follows:

1. Three Hundred Twenty-Five Dollars and Zero Cents (\$325.00) blended rate per hour, for services provided by Thomas Mooney, Esq., Leander Dolphin, Esq. and Natalia Sieira Millan, Esq. or another partner or associates of the Contractor.
2. Two Hundred Thirty Dollars and Zero Cents (\$230.00) blended rate per hour for paralegals work.
2. 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 Dr. Iline P. Tracey, Interim Superintendent of Schools, 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. Contractor shall defend, indemnify and hold harmless the City of New Haven, and its officers, agents, servants and employees, from and against any and all actions, lawsuits, claims, damages, losses, judgements, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of the Contractor, including its employees, agents or subcontractors, directly or indirectly arising out of, or in any way in connection with, the obligations of the Contractor pursuant to 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 Part II or Exhibit A 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: Thomas B. Mooney, Esq.
Shipman & Goodwin LLC
One Constitution Plaza
Hartford, Connecticut 06103

BOARD: Dr. Iline P. Tracey
Interim Superintendent of Schools
New Haven Board of Education
54 Meadow Street
New Haven, Connecticut 06519

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

WITNESS:

Sonin Hansson

NEW HAVEN BOARD OF EDUCATION

BY:

[Signature]
Darnell Goldson
President

WITNESS:

[Signature]

SHIPMAN & GOODWIN, LLC

BY:

Thomas B. Mooney
Thomas B. Mooney, Esq.
Duly Authorized



Thomas B. Mooney
Phone: (860) 251-5710
Fax: (860) 251-5215
tmooney@goodwin.com

August 19, 2010

REVISED: November 13, 2019

Michael Pinto, Esq.
Chief Operating Officer
New Haven Board of Education
54 Meadow Street, Floor 3
New Haven, CT 06519-1719

Re: Legal Representation

Dear Michael:

We greatly appreciate the opportunity to continue to provide legal services to the New Haven Public Schools. It is our practice, in accordance with the Rules of Professional Conduct, to confirm in writing the identity of any client we represent, the nature of our undertaking for that client, and the billing and payment arrangements with respect to our legal services. This letter and the attached Terms of Representation constitute the engagement agreement ("Agreement") between us and describe the scope and terms of our engagement. If you have any questions or concerns about the terms of our representation, please let me know promptly.

We have agreed to represent the New Haven Public Schools in connection with the following matters:

- a. **Litigation-Related Matters** – \$50,000 - To provide legal services to the New Haven Board of Education on matters or statutory and regulatory interpretation and compliance, litigation, investigations and other general legal matters.

Michael J. Pinto, Esq.
August 19, 2019
REVISED: November 13, 2019
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- b. **Labor-Related Matters** - \$80,000 - To provide legal services to the New Haven Board of Education on matters of statutory and regulatory interpretation and compliance, education law and contract compliance, investigations, negotiations and other legal matters.
- c. **General Advice** - \$80,000 - To provide legal services to the New Haven Board of Education on matters of statutory and regulatory interpretation and compliance on matters of general legal issues.

We understand that the specified amounts are authorized maximums for the 2019-2020 school year, and further that action by the Board of Education will be required to authorize additional expenditures, if necessary.

At this time, we will not require a retainer from the New Haven Public Schools, although prior to commencing other matters, such as litigation, a retainer may be required. As has been our prior practice, the New Haven Public Schools will be billed directly and agrees to be responsible for all charges incurred under this engagement. Please see the attached terms of representation for further details regarding this engagement.

My colleagues Leander Dolphin, Natalia Sieira Millan and I will have primary responsibility for this representation. As appropriate, other attorneys and paralegals may also provide services to the New Haven Board of Education. In accordance with our proposal to the New Haven Board of Education dated May 17, 2018, we will continue to charge the New Haven Board of Education a blended hourly rate of \$325 per hour for partners and associate attorneys and a blended rate of \$230 for paralegal work for the 2019-2020 fiscal year. In addition, and at no cost to the New Haven Board of Education, we will create a leadership academy in consultation with the Superintendent for up to twenty emerging school leaders, which will run up to eight times each year for two hour periods. Furthermore, we will provide annually without charge a two-hour professional development presentation on a topic of the Superintendent's choice. Lastly, we will continue to provide the New Haven Public Schools with access to our Model Polices and will waive our customary fees associated with the same.

We encourage you to discuss your expectations with us and to share any concerns you may have regarding our services at any time during the course of our representation.

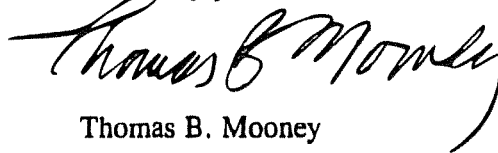
Michael J. Pinto, Esq.
August 19, 2019
REVISED: November 13, 2019
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If the foregoing is acceptable, please acknowledge the New Haven Board of Education's understanding and agreement by signing and returning a copy of this letter.

We confirm our understanding that both the New Haven Board of Education and our firm must agree to any changes to these terms in writing.

We appreciate the confidence of the New Haven Board of Education in our firm and assure you that we will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,



Thomas B. Mooney

Enclosure

cc: Mr. Darnell Goldson, Chairperson Dr.
Dr. Iline Tracey, Interim Superintendent
Attorney Leander Dolphin
Attorney Natalia Sieira Millan

ACCEPTED AND AGREED:

NEW HAVEN BOARD OF EDUCATION

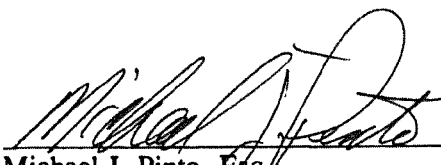
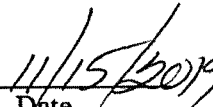
By:  _____
Michael J. Pinto, Esq. Date 
Chief Operating Officer

EXHIBIT B

STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS

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8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

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:

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 clerks/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 clerks/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.

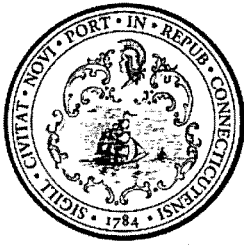
Non-billable Disbursements:

- 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)
- Taxies 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



CITY OF NEW HAVEN

BUREAU OF PURCHASES

www.cityofnewhaven.com/purchasingbureau

New Haven



200 ORANGE STREET
Toni N. Harp Mayor

Approved Marshal List FY 19/20

Marshal must be on this list and the fee schedule (below) has been agreed upon by all parties.

JAMES W. MORRISSEY 305 COUNTRY HILL DRIVE WEST HAVEN, CT 06516 tracymorrissey@yahoo.com (203)640-6659	H. MARK DEANGELIS P.O. BOX 185471 HAMDEN, CT 06518 hmdeangelis@sbcglobal.net (203)215-7857	ROBERT S. MILLER 32 ELM STREET FIRST FLOOR LEFT NEW HAVEN, CT 06510 rmiller.statemarshal@snet.net (203)787-4805
BRIAN MEZICK 35 ELM STREET NEW HAVEN, CT 06510 statemarshal@mezick.com (203)684-3100	FRANK SANDILLO P. O. BOX 5793 HAMDEN, CT 06518 (203)494-2240 fsandillo@comcast.net	GERALD V. CAPPIELLO P.O. BOX 1678 NEW HAVEN, CT 06507 gmia1028@aol.com (203)640-4088
JEFFREY BALLETO 724 MIDDLETOWN AVE NEW HAVEN, CT 06513 jballettostatemarshal@gmail.com (203)500-4933	PETER J CRISCUOLO 54 FIELDSTONE COURT NORTH HAVEN, CT 06473 peterjcriscuolo@gmail.com (203)640-4587	MARK WINIK PO BOX 2076 115 HIGHLAND AVENUE BRANFORD, CT 06405 mwinik.statemarshal@gmail.com (203)433-2160

Approved Marshal Fee Schedule

Service	CONH Fee
Foreclosure	\$30.00
Legal Document Service same address	\$10.00
Legal Document Service different address	\$30.00
Per Page Copy charge	\$1.00
Endorsement Fee	\$0.40
Mileage Fee (paying IRS Rate)	\$0.56
Zoning Notice	\$30.00
Personal Property Tax Warrants	15 %

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 Apprenticeship 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.

ORG	OBJ	EFF DATE	REF2	COMMENT	VENDOR CODE	CHECK #	JOURNAL AMOUNT	
19047700	56696	07/01/19		BOE ATTORNEY REIM			20,000	
19047700	56696	11/26/19	91321612	8/22/19-10/1/19 LEGAL SVCS (91	BAGNELL JEFFREY S P.O. 91321612	363916 10,000	<u>2,837</u> 2,837	7,163
				FOOD SERVICE	BERCHEM, MOSES PC		294	
				FOOD SERVICE	BERCHEM, MOSES PC		931	
				FOOD SERVICE	BERCHEM, MOSES PC		3,112	
				FOOD SERVICE	BERCHEM, MOSES PC		932	
				FOOD SERVICE	BERCHEM, MOSES PC		3,303	
				FOOD SERVICE	BERCHEM, MOSES PC		833	
				FOOD SERVICE	BERCHEM, MOSES PC		490	
				FOOD SERVICE	BERCHEM, MOSES PC		3,960	
				FOOD SERVICE	BERCHEM, MOSES PC		327	
19047700	56696	11/19/19	91320567	JUL 2019 (91320567)	BERCHEM, MOSES PC	363769	6,242	
19047700	56696	11/19/19	91320567	AUG 2019 (91320567)	BERCHEM, MOSES PC	363769	635	
19047700	56696	11/19/19	91320567	SEP 2019 (91320567)	BERCHEM, MOSES PC	363769	5,802	
19047700	56696	12/04/19	91320567	OCT 2019 (91320567)	BERCHEM, MOSES PC	365038	838	
19047700	56696	12/13/19	91320567	JUL 2019 (91320567)	BERCHEM, MOSES PC	365038	3,262	
19047700	56696	12/13/19	91320567	AUG 2019 (91320567)	BERCHEM, MOSES PC	365038	9,710	
19047700	56696	12/13/19	91320567	SEP 2019 (91320567)	BERCHEM, MOSES PC	365038	7,276	
19047700	56696	12/13/19	91320567	OCT 2019 (91320567)	BERCHEM, MOSES PC	365038	13,757	
				NOV 2019	BERCHEM, MOSES PC		7,582	
				DEC 2019	BERCHEM, MOSES PC		13,479	
				JAN 2020	BERCHEM, MOSES PC		<u>10,323</u>	
					P.O. 91320567	80000	93,087	-13,087 <-- Increase by \$40,000
19047700	56696	12/19/19	91321613	JUL 2019 (91321613) 080599.00	PULLMAN & COMLEY, LL	364700	2,065	
19047700	56696	12/19/19	91321613	AUG 2019 (91321613) 080599.000	PULLMAN & COMLEY, LL	364700	30	
19047700	56696	12/19/19	91321613	SEP 2019 (91321613) 080599.00	PULLMAN & COMLEY, LL	364700	6,461	
19047700	56696	12/19/19	91321613	OCT 2019 (91321613) 080599.0	PULLMAN & COMLEY, LL	364700	<u>7,877</u>	
					P.O. 91321613	16500	16,432	69
19047700	56696	11/19/19	91320294	46556 JUL 2019 LITIGATION (91	SHIPMAN AND GOODWIN	363232	12,831	
19047700	56696	11/19/19	91320294	46556 SEP 2019 LITIGATION (9	SHIPMAN AND GOODWIN	363232	6,435	
19047700	56696	12/05/19	91320294	46556 JUL 2019 LITIGATION (9	SHIPMAN AND GOODWIN	365097	5,623	
19047700	56696	12/05/19	91320294	46556 OCT 2019 LITIGATION (9	SHIPMAN AND GOODWIN	365097	21,710	
				NOV 2019 LITIGATION	SHIPMAN AND GOODWIN		6,370	
				DEC 2019 LITIGATION	SHIPMAN AND GOODWIN		2,665	
				JAN 2020 LITIGATION	SHIPMAN AND GOODWIN		1,852	
					P.O. 91320294	50000	57,486	-7,486 <-- Increase by \$20,000

19047700	56696	11/19/19	91320295	46556	JUL 2019 GENERAL (9132	SHIPMAN AND GOODWIN	363232	228	
19047700	56696	11/19/19	91320295	46556	AUG 2019 GENERAL (9132	SHIPMAN AND GOODWIN	363232	8,849	
19047700	56696	11/19/19	91320295	46556	SEP 2019 GENERAL (9132	SHIPMAN AND GOODWIN	363232	8,418	
19047700	56696	01/07/20	91320295	46556	OCT 2019 GENERAL	SHIPMAN AND GOODWIN	364706	845	
					NOV 2019 GENERAL	SHIPMAN AND GOODWIN		2,373	
					DEC 2020 GENERAL	SHIPMAN AND GOODWIN		618	
					JAN 2020 GENERAL	SHIPMAN AND GOODWIN		<u>6,240</u>	
					P.O. 91320295		80000	27,570	52,430 <-- Reduce by \$25,000
19047700	56696	11/19/19	91320296	46556	AUG 2019 LABOR (9132029	SHIPMAN AND GOODWIN	363232	585	
19047700	56696	11/19/19	91320296	46556	SEP 2019 LABOR (913202	SHIPMAN AND GOODWIN	363232	2,373	
19047700	56696	12/05/19	91320296	46556	OCT 2019 LABOR (913202	SHIPMAN AND GOODWIN	365097	5,005	
					NOV 2019 LABOR	SHIPMAN AND GOODWIN		9,664	
					DEC 2019 LABOR	SHIPMAN AND GOODWIN		7,961	
					JAN 2020 LABOR	SHIPMAN AND GOODWIN		<u>10,759</u>	
					P.O. 91320296		80000	36,347	43,654 <-- Reduce by \$10,000
19047700	56696	10/04/19	91320293		JUL 2019 (91320293)	W MARTYN PHILPOT JR	362208	13,376	
19047700	56696	10/04/19	91320293		AUG 2019 (91320293)	W MARTYN PHILPOT JR	362208	792	
19047700	56696	10/15/19	91320293		SEP 2019 (91320293)	W MARTYN PHILPOT JR	362481	2,035	
19047700	56696	11/19/19	91320293		OCT 2019 (91320293)	W MARTYN PHILPOT JR	363234	3,309	
19047700	56696	12/12/19	91320293		NOV 2019 (91320293)	W MARTYN PHILPOT JR	363885	616	
					P.O. 91320293		80000	20,127	59,873 <-- Reduce by \$25,000
								273,884	