

AGREEMENT
BY AND BETWEEN

THE CITY OF NEW HAVEN
AND
HOWD & LUDORF, LLC

EXECUTED
ORIGINAL

FOR
LEGAL SERVICES

A19-1172

PART I

This Agreement, consisting of Parts I and II and Exhibit A, is entered into this 6th day of December 2019, effective the 1st day of July, 2019 by and between the City of New Haven (hereinafter referred to as the "City"), and Howd & Ludorf, LLC, 65 Wethersfield Avenue, Hartford, CT 06114-1190 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the City has determined that it needs the services of a law firm to represent the City of New Haven in general litigation, including but not limited to public liability lawsuits, conflict of interest matters, police misconduct lawsuits, contract disputes, and civil rights lawsuits; and

WHEREAS, the City has selected the Contractor, the leadership of the City's Board of Alders has approved this Agreement, and the Contractor has agreed to perform the legal services set forth hereunder; and

WHEREAS, funds for this Agreement are available from Account No. 11331010-56696 pursuant to Purchase Order # 60200114-000 FY 2020.

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

SECTION 1: ENGAGEMENT

101. The City 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 this Agreement on behalf of the City shall be the *Corporation Counsel* or such other person as they designate in writing.

103. The person responsible for the services to be rendered on behalf of the Contractor shall be *Thomas R. Gerarde, Esq.*, or such other qualified person as is designated in writing by the Contractor and accepted by the Corporation Counsel

104. The Contractor shall not subcontract any of the services to be performed by it under this Agreement without the prior written approval of the Corporation Counsel.

105. Where the Contractor requires the use of a State Marshall 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 determined by the City. If any work is unsatisfactory, as determined by the City, the Contractor shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the City; Provided, However, the Contractor shall not be required to make revisions at its sole cost and expense where the revisions are based upon a change in the Contractor's scope of services.

202. The services to be performed by the Contractor shall consist of one or more of the following tasks as set forth in reference to the matters described in Exhibit A, attached hereto and incorporated herein by reference, and any other related or similar matters:

- a. Appear and represent the assigned employee or other party in cases, in which the Corporation Counsel determines that a conflict of interest exists or may arise, or in which the Corporation Counsel, for any other reason, determines that the Contractor's services are necessary.
- b. Any and all legal work necessary for representation of the employee or party through the trial of the case, and in connection with any post-trial proceedings at the trial level.
- c. The decision whether to appeal will be discussed with the Corporation Counsel and the employee or party represented by the Contractor, when and if such a decision becomes necessary.

203. The Contractor shall consult with the Corporation Counsel a reasonable time in advance of each pretrial or settlement conference, to determine whether the City will make a settlement offer and, if so, the exact nature and amount of any settlement offer.

204. Where appropriate, the Contractor shall appear before the City's Litigation Settlement Committee to request that Committee's approval to settle a case pending before the Court.

205. If the Contractor disposes of a case through settlement, the Contractor shall be responsible for, unless otherwise completed by the City:

A. Obtaining a release of claims from each opposing party; obtaining the withdrawal and ensuring that the withdrawal was filed properly and that the case was removed from the Court's docket; and

B. Completing all documents and paperwork related to the settlement as required by the City or its Corporation Counsel, presently consisting of a Recommendation to Compromise Lawsuit form; and

C. Returning the complete file of each case, along with all of the Contractor's notes, research, discovery, review/summary, and unfiled motions from that case, to the possession of the Corporation Counsel, where such would not violate the attorney-client privilege. Where the Contractor retains the file, it shall do so for a period consistent with its profession obligations and any other applicable provision of law.

206. Intentionally left blank.

207. The Office of the Corporation Counsel may maintain its appearance in the Contractor's assigned file solely to monitor the progress of the case, in cases where it does not represent a party to the case.

208. Upon request by the City, the Contractor shall create a written comprehensive file review/summary and attach the review/summary to the file, which review/summary shall not include information protected by the attorney-client privilege; the Contractor may invoice the City only once for such review/summary. It shall be the Contractor's responsibility to maintain an updated review/summary in the file to reflect motions, discovery, rulings or other similar action. The Contractor shall not receive compensation from the city for such updates, and the review/summary shall be the property of the city.

209. Because the extent of the specific tasks to be performed under Section 2 cannot be precisely defined in advance, the Contractor makes no representation that the work undertaken will be completed at the conclusion of the Contractor's services under this Agreement. However, the Contractor shall perform so much of the scope of services set forth herein, 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 should appear to the Contractor that work or tasks the Contractor is directed to perform by the City will cause the Contractor to exceed said limits, the Contractor shall immediately so notify the City.

210. Regarding Conflict of Interest Defense, where any provision of this Agreement would violate either the Rules of Professional Conduct or the Attorney-Client Privilege, the provision is hereby waived. The Contractor shall be solely responsible for ensuring that neither the Rules of Professional Conduct nor the Attorney-Client Privilege is violated.

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

301. The City will provide the Contractor with all documents, proposals, data, and other materials in its possession appropriate to the services to be performed hereunder, and endeavor to secure materials or information from other sources requested by the Contractor for the purpose of carrying out services under this Agreement, except where providing those materials would be inappropriate under the Rules of Professional Conduct.

SECTION 4: TIME OF PERFORMANCE

401. The Contractor shall perform each of the services set forth in Section 2 of this Agreement at such times and in such sequence as may be directed by or agreed to by the City, but only where such direction would not create additional conflict of interest issues.

402. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the City, but in any event shall terminate on June 30, 2020.

SECTION 5: COMPENSATION

501. The City shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement at the in an amount not to exceed Ninety-Nine Thousand Five Hundred Dollars and Zero Cents (\$99,500.00), to be disbursed based on the hourly rates set forth in Exhibit A. Except as stated in Exhibit A, the City will reimburse the Contractor for the actual invoice cost of: in-state parking fees, expert witness fees; independent medical examinations; accident reports; medical reports; marshal's fees; deposition fees; any out-of-state-travel expense; out-of-state telephone; extraordinary printing, graphics, or reproduction costs; special delivery or courier service costs requested by the City. The City will reimburse the Contractor for bulking copying when a large number of documents are required to be produced to several counsels, in excess of 50 pages at a rate not to exceed \$.10 per page to be completed by an independent, commercial copy service company. The City will also reimburse for other costs necessary to carry out the services under Section 2 and incurred with the prior written approval of the City. The City will not reimburse for any other direct costs incurred by the Contractor in performing legal services under this Agreement without the City'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 ordinary materials and supplies; ordinary printing and reproduction; meetings, consultations, and presentations; in-state mileage expenses; postage; in state telephone; clerical expenses; and all similar expenses. The City will not reimburse any direct costs other than as provided in Section 501.

503. Payments to the Contractor under this Agreement by the City 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 payment requisition shall be sent to the Corporation Counsel, or to such other person or entity as may be designated by the City, within sixty (60) days of the conclusion of the billing month, except for the last payment requisition for services rendered in June of the terminal year which shall be submitted not more than thirty (30) days after the conclusion of the billing month. Payment requisitions submitted by the Contractor which are inconsistent with the requirements herein shall not be honored by the City for payment. In addition, the City 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 "Standard Billing Procedures for City of New Haven Contractors" attached hereto and incorporated herein by reference. Where the Billing Procedures conflicts with any portion of Part I, Part I 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 City is that of an independent contractor.

505. The Contractor shall submit invoices electronically via email submission to the City of New Haven's Accounts Payable department at the following email address: NHInvoice@newhavenct.gov.

SECTION 6: INSURANCE

601. The Contractor will carry malpractice or errors and omissions insurance with minimum coverage limits of One Million Dollars (\$1,000,000.00) to cover the work performed under this Agreement. The Contractor will provide the City with a certificate of said insurance upon the signing of this agreement and will give the City thirty (30) days notice of any change in such insurance.

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.

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 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 City.

704. The City 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 and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

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 City 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 City 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 approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the principal office of the party to whom it is directed, which until changed by written notice from one party to the other, are as follows:

Contractor: Thomas R. Gerarde, Esq.
Howd & Ludorf, LLC
65 Wethersfield Avenue
Hartford, CT 06114-1190

City:

Corporation Counsel
City of New Haven
165 Church Street
New Haven, Connecticut 06510

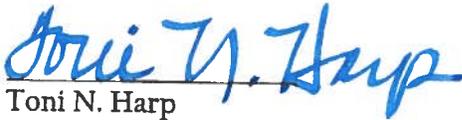
IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

WITNESS:

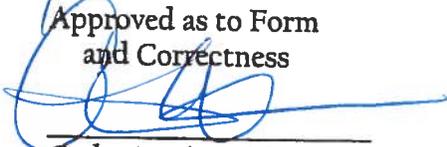
CITY OF NEW HAVEN





BY: 
Toni N. Harp
Mayor

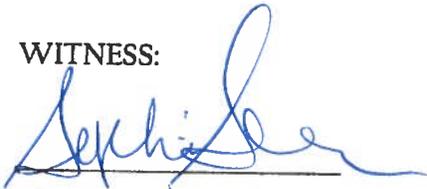
Approved as to Form
and Correctness

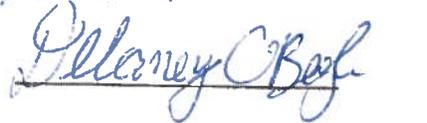


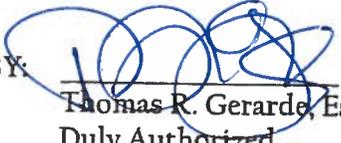
Catherine A. LaMarr
Deputy Corporation Counsel

WITNESS:

HOWD & LUDORF, LLC





BY: 
Thomas R. Gerardo, Esq.
Duly Authorized

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 $\frac{1}{2}$ -19 through 12 $\frac{1}{2}$ -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.

HOWD & LUDORF, LLC

ATTORNEYS AT LAW

Serving Southern New England since 1979

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MATTHEW J. MUTTART

**COUNSEL, ADMITTED
IN MA AND NY ONLY
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†ALSO ADMITTED IN RI
‡ALSO ADMITTED IN NY
^ALSO ADMITTED IN IL
*ADMITTED IN MA ONLY
~ADMITTED IN MA AND WA ONLY
*ALSO ADMITTED IN NJ
*ALSO ADMITTED IN D.C.

July 8, 2019

John Rose, Jr., Esquire
Office of the Corporation Counsel
165 Church Street, 4th Floor
New Haven, CT 06510

Re: 2019-2020 budget proposal

Dear John:

I am writing to propose a budget for work done on the pending cases over the coming fiscal year 2019-2020. We are maintaining hourly rates for the CONH self-insured cases at a substantial discount. The open cases are:

Johnson v CONH We have completed discovery and filed our SJ motion. We are reviewing Plaintiffs opposition brief and preparing a reply brief. We will also have court conferences to attend and mediation sessions as well, in the coming fiscal year. I believe we will have argument on our MSJ and accordingly budget for an appeal to the 2d Circuit on the claims made against the individual defendants. My fee estimate is:
Attorneys' fees--\$24,000-
Expert Witness fees and other costs---\$5,000

HOWD & LUDORF, LLC

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Letter to John Rose, Esquire

July 8, 2019

Re: 2019-2020 budget proposal

Bogan (Estate of Winfrey) v. CONH—

Wrongful death claim just received for defense. We will have to work on pleadings and discovery, take depositions, probably have experts on both sides in the area of 911 dispatch, and move for summary judgment. Fee estimate for the coming fiscal year is:

Attorneys' fees--\$24,000

Costs--\$5,000

Doe v. Frechette—this involves a teacher/student sexual relationship over approximately one month period. Written discovery is 80% completed. We are starting depositions this month, we expect 5-10 depositions of fact witnesses and 2-4 depositions of expert witnesses. We will file for summary judgment based on governmental immunity. Fee estimate is:

Attorney's fees—\$24,000

Expenses---\$5,000

Dobie v. New Haven—this was a trial to verdict that is now on appeal. We will attend court conferences, prepare our brief, review opposition brief, prepare reply brief

Attorney's fees—\$10,000

Expenses--\$2500

Below is a listing of the attorneys who will be working on the New Haven cases:

Municipal Liability Group (all but employment)

Thomas R. Gerarde - Partner - Municipal Liability Chairman – \$150/hr

Beatrice S. Jordan – Partner - \$140/hr

Christopher Clark - Associate - \$125/hr

Jackie McMahan—Associate—\$125/hr

HOWD & LUDORF, LLC

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Letter to John Rose, Esquire

July 8, 2019

Re: 2019-2020 budget proposal

Employment Liability Group

David S. Monastersky - Partner – Employment Liability Chairman - \$150/hr

Alexandria L. Voccio - Partner - \$140/hr

Channez Rogers--Associate \$125/hr

Please let me know if you have any questions or require additional information.

Very truly yours, ,

Thomas R. Gerarde

Thomas R. Gerarde

TRG/sds

Cc: Paula Pernal

VIA E-MAIL ONLY

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



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 %