

**LEGAL SERVICES AGREEMENT
BY AND BETWEEN
CITY OF NEW HAVEN
AND
STEVEN G. MEDNICK, ESQ.**

A14-1128

PART I

This Agreement, consisting of Parts I and II, entered into this 3rd day of October, 2014, effective the 3rd day of October, 2014, by and between the City of New Haven (hereinafter referred to as the "City"), and Steven G. Mednick, Esq., with offices at 142 Temple Street, New Haven, CT 06510 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the City has determined that it needs the services of an independent and experienced labor and employment attorney to represent the Chief of the New Haven Department of Fire Services in connection with the employment recommendation he made to the Board of Fire Commissioners attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted his qualifications; and

WHEREAS, Leadership of the New Haven Board of Aldermen approved the Contractor's proposal for legal services, which the Contractor has agreed to perform on the terms and conditions set forth herein; and

WHEREAS, funds for this Agreement are available from Account Number 11331010-56696 pursuant to Contract/Agreement Purchase Order (CAPO) Number 60150143-00 FY 2015.

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 the services described under this Agreement on behalf of the City shall be the Corporation Counsel or such other person, as he shall designate in writing.

103. The person responsible for the services to be performed by the Contractor shall be Steven G. Mednick, 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 professional services to be performed by it under this Agreement without the written permission of the Corporation Counsel.

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 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 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 Chief, the Corporation Counsel, and the Chief Administrative Officer and shall meet, as appropriate, with other City 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 those legal services set forth in the proposal dated October 2, 2014 attached hereto as Exhibit B, which is incorporated herein by reference and made a part of this Agreement.

204. 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 City 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 City for the preparation of such written projection.

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

301. The City 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 City.

402. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the City, unless otherwise terminated by the parties hereto, but in any event shall terminate on June 30, 2015.

SECTION 5: COMPENSATION

501. The City shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement, at an hourly rate of Two Hundred Fifty Dollars and Zero Cents (\$250.00) per hour, in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).

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 City 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 Statement shall be sent to the Corporation Counsel, or to such other person as may be designated by the City, 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 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 "Billing Procedures for City of New Haven Contractors" attached hereto and incorporated herein by reference. Where "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 City, at its discretion, may require the Contractor to forward a copy of the itemized statements and invoices set forth in section 503 to a payables management company under contract to the City, for review, audit, processing and payment of the statements and invoices on behalf of the City.

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 City 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 City, which approval shall not be unreasonably withheld.

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

603. Intentionally left blank.

SECTION 7: TERMS AND CONDITIONS

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

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

703. The parties agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the 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 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 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 items 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 party to whom it is directed, which until changed by written notice, are as follows:

CONTRACTOR:	Steven G. Mednick, Esq. 142 Temple Street New Haven, CT 06510
CITY:	Corporation Counsel City of New Haven 165 Church Street, New Haven, CT 06510

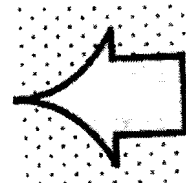
IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

WITNESS:

Patricia Lawh
[Signature]

CITY OF NEW HAVEN

BY: Toni N. Harp
Toni N. Harp
Mayor



Approved as to Form and
Correctness

[Signature]
Kathleen M. Foster
Senior Assistant Corporation Counsel

WITNESS:

[Signature]
Paula Marie Penel

[Signature]
STEVEN G. MEDNICK, ESQ.
BY: _____
Duly Authorized