

**LEGAL SERVICES AGREEMENT**

**BETWEEN**

**MATERIALS INNOVATION AND RECYCLING  
AUTHORITY**

**AND**

**ZANGARI COHN CUTHBERTSON DUHL &  
GRELO P.C.**

**Dated as of \_\_\_\_\_, 20\_\_\_\_**

# LEGAL SERVICES AGREEMENT

## CONTENTS

<b>PRELIMINARY STATEMENT .....</b>	<b>2</b>
<b>1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION.....</b>	<b>3</b>
1.1 Definitions .....	3
1.2 Construction And Interpretation .....	4
<b>2. SCOPE OF SERVICES.....</b>	<b>5</b>
2.1 Independent Legal Services.....	5
2.2 Direction of Services.....	5
2.3 Performance And Completion Of Services .....	5
2.4 Lobbying And Paying Finder's Fees .....	5
2.5 Access .....	5
2.6 Authorized Representative Of MIRA .....	6
2.7 Specific Services Request For Services.....	6
2.8 Progress Reports.....	7
2.9 Confidential Work Product .....	7
2.10 Restrictions On Parties .....	7
<b>3. COMPENSATION AND PAYMENT.....</b>	<b>8</b>
3.1 Compensation Schedule.....	8
3.2 Bill Format .....	9
3.3 Payment Procedure .....	10
3.4 Accounting Obligations .....	11
3.5 Withholding Taxes And Other Payments.....	11
3.6 State of Connecticut Taxes.....	11
3.7 Audit.....	12
<b>4. TERM OF AGREEMENT .....</b>	<b>12</b>
4.1 Term .....	12
4.2 Time Is Of The Essence .....	13
4.3 Termination .....	13
4.4 Records And Documents .....	14
<b>5. INDEMNIFICATION .....</b>	<b>14</b>
5.1 Consultant's Indemnity.....	14
<b>6. INSURANCE.....</b>	<b>14</b>
6.1 Insurance .....	14
6.2 Minimum Limits of Insurance.....	15
<b>7. MISCELLANEOUS .....</b>	<b>17</b>
7.1 Entire Agreement.....	17
7.2 Governing Law .....	17
7.3 Assignment .....	17
7.4 No Waiver .....	17
7.5 Modification .....	18
7.6 Notices .....	18
7.7 Binding Effect.....	18
7.8 Severability.....	18
7.9 Whistleblower Protection .....	19
7.10 Counterparts.....	19

<b>8.</b>	<b>REPRESENTATIONS AND CERTIFICATIONS.....</b>	<b>19</b>
8.1	Non-Discrimination .....	19
8.2	Small Business Application.....	22
8.3	Iran Energy Investment Certification. ....	22
8.4	Consulting Agreements Representation.....	23
8.5	Campaign Contribution And Solicitation Limitations .....	23
8.6	Large State Contract Representation for Contractor.....	24
8.7	MIRA Representation Concerning Gifts.....	24
	Exhibit A. Scope Of Services	
	Exhibit B. Request For Services Standard Format	
	Exhibit C. Compensation Schedule	
	Exhibit D. MIRA Travel And Expense Policy	
	Exhibit E. Monthly Bill Format	
	Exhibit F. Consulting Agreement Representation (if applicable)	
	Exhibit G. OPM Form 1	

This **LEGAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into as of this 1<sup>st</sup> day of July, 2023 (the “Effective Date”) by and between the **MATERIALS INNOVATION AND RECYCLING AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 300 Maxim Road, Hartford, Connecticut 06114 (hereinafter “MIRA”) and ZANGARI COHN CUTHBERTSON DUHL & GRELO P.C. having a principal place of business at 59 Elm Street, Suite 400, New Haven Connecticut 06510 (hereinafter “Consultant”).

## **PRELIMINARY STATEMENT**

**WHEREAS**, MIRA is the owner or lessee of certain pieces and parcels of real property located throughout the State of Connecticut (collectively, the “Properties”) upon which Properties MIRA owns and operates various solid waste management and/or disposal facilities (collectively, the “Facilities”); and

**WHEREAS**, MIRA now desires to enter into this Agreement with Consultant in order to have Consultant render certain Legal services for MIRA in accordance with the Contract Documents (the “Project”;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

## **1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION**

### **1.1 Definitions**

As used in this Agreement and in other Contract Documents (as defined herein) the following terms shall have the meanings as set forth below:

- (a) **“Addenda”** means written or graphic documents issued prior to the Statement Of Qualifications due date, which clarify, correct or change any or all of the Contract Documents.
- (b) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), Notice To Firms – Request For Qualifications, Instructions To Firms, Addenda, Consultant’s Statement Of Qualifications (including all documentation accompanying such Statement Of Qualifications, all other documentation submitted in connection with such Statement Of Qualifications, and all post-Statement Of Qualifications documentation submitted prior to the Notice Of Award), Notice Of Award, and any written amendments to any of the Contract Documents.
- (c) **“Effective Date”** means the date set forth above in this Agreement.

- (d) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (e) **“Notice Of Award”** means written notification from MIRA to the apparently successful Statement Of Qualifications submitter which states that MIRA has accepted such submitter’s Statement Of Qualifications and sets forth the remaining conditions that must be fulfilled by submitter before MIRA executes the Agreement.

## 1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;
- (e) The words “herein,” “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Section or Subsection;
- (f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.

## 2. SCOPE OF SERVICES

### 2.1 Independent Legal Services

MIRA retains Consultant to render certain independent legal services to MIRA as detailed in Exhibit A attached hereto and made a part hereof (collectively, the "Services") and as identified as the following categories:

- Employment Law Services

### 2.2 Direction of Services

MIRA may, where necessary or desired, provide Consultant with instructions, guidance and directions in connection with Consultant's performance of the Services hereunder.

### 2.3 Performance And Completion Of Services

Consultant agrees to perform the Services as an independent consultant, consistent with:

- (a) Any and all instructions, guidance and directions provided by MIRA to Consultant;
- (b) The Contract Documents;
- (c) Sound legal and bond counsel practices;
- (d) The highest prevailing applicable professional level of care and skill exercised by members of the legal and bond counsel field practicing under similar conditions and circumstances;
- (e) All Laws And Regulations; and
- (f) Any Request (as hereinafter defined) pursuant to which such Services are rendered.

Items (a) through (f) above are hereinafter collectively referred to as the "Standards."

### 2.4 Lobbying And Paying Finder's Fees

Pursuant to the *Connecticut General Statutes*, MIRA is prohibited from retaining or hiring a lobbyist as defined in section 1-91 of the *Connecticut General Statutes* or paying a finder's fee for any Services provided to MIRA. Therefore, Consultant shall not provide MIRA any lobbying services, or receive, pay, or distribute any finder's fees under this Agreement.

### 2.5 Access

In the event that Consultant requires access to any Facility or Property in order to perform any of the Services hereunder, MIRA hereby grants to Consultant, during the Facilities' normal hours of operation, access to only those areas of the Properties necessary for Consultant to perform the Services hereunder, provided that:

- (a) Consultant shall not interfere with any other operations or activities being conducted at such Facility or on such Property by either MIRA or any other person or entity;
- (b) Consultant directly coordinates with an Authorized Representative of MIRA (as hereinafter defined) on such access; and
- (c) Consultant is in compliance with all of the terms and conditions of this Agreement.

MIRA reserves the right to revoke the access granted to Consultant herein if Consultant fails to comply with any of the foregoing conditions of access.

## **2.6 Authorized Representative Of MIRA**

Consultant will only perform Services upon request from an Authorized Representative of MIRA. For purposes of this Agreement, the terms "Authorized Representative of MIRA" or "Authorized Representative" shall mean MIRA's President (the "President"), MIRA's Director of Legal Services (the "Director Of Legal Services") or any person designated in writing to Consultant by the President or the Director Of Legal Services. Any Services performed at the request of anyone who is not an Authorized Representative shall not be paid for by MIRA. MIRA and Consultant shall from time to time mutually agree on the method and manner of performing such Services.

## **2.7 Specific Services Request For Services**

At its discretion, MIRA, through an Authorized Representative, shall require that prior to undertaking work on a specific task, Consultant and an Authorized Representative mutually agree in writing upon a detailed Scope of Services required for such task, together with an estimate of the time, cost, and expenses for such Services. MIRA will request performance of such Services by means of a written request in accordance with the format of **Exhibit B** attached hereto and made a part hereof (a "Request"). Accordingly, upon receipt and acceptance of a written Request, Consultant will perform such Services described in such Request in accordance with the terms of this Agreement and such Request.

MIRA reserves the right to require Consultant to obtain higher limits of insurance than specified in Article 6 of this Agreement prior to undertaking work on a specific task. If MIRA requires such higher insurance limits, it agrees to negotiate reasonable compensation for the Consultant's increased insurance premium costs (if any), prior to executing the written Request with the Consultant.

If, during Consultant's performance of such Services, there is a change in Consultant's estimated time, cost or expenses for such Services, Consultant will promptly notify MIRA in writing of such change and shall not incur any costs or expenses exceeding those specified in the Request without prior written authorization from an Authorized Representative. MIRA shall not pay for any Services rendered or expenses incurred by Consultant in excess of those

included in such Request unless specifically authorized in advance and in writing by an Authorized Representative.

## **2.8 Progress Reports**

If requested by MIRA, Consultant agrees to provide a progress report to MIRA by the 10th day of each calendar month for the Services which Consultant is performing. The report is to contain the following information in the format given:

- (a) Title of task;
- (b) Description of task;
- (c) Original schedule;
- (d) Original estimated budget by month in dollars and hours;
- (e) Progress in preceding month;
- (f) Estimated dollars and hours spent in preceding month;
- (g) Dollars and hours spent monthly, to date;
- (h) Problem areas; and
- (i) Description of activities for the coming month and estimated hours and dollars for such activities.

## **2.9 Confidential Work Product**

Consultant shall not use, publish, distribute, sell or divulge any information obtained from MIRA by virtue of this Agreement for its own purposes or for the benefit of any person, firm, corporation or other entity (other than MIRA) without the prior written consent of MIRA. Any report or other work product prepared by Consultant while performing Services under this Agreement shall be owned solely and exclusively by MIRA and cannot be used by Consultant for any purpose beyond the scope of this Agreement without the prior written consent of MIRA. Any material designated by MIRA in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of MIRA. However, Consultant acknowledges that MIRA is subject to the Connecticut Freedom of Information Act and MIRA must disclose certain documents in accordance with said Act.

## **2.10 Restrictions On Parties**

This Agreement shall not be construed to restrict either MIRA or Consultant from entering into other consulting agreements similar to this one with other parties, provided however Consultant shall not render services to another which would either be in conflict with the interests of MIRA or prevent Consultant from performing hereunder. Consultant shall not assign this Agreement or subcontract any of the Services to be performed hereunder without the prior written consent of the Authorized Representative.



### 3. COMPENSATION AND PAYMENT

#### 3.1 Compensation Schedule

For the purposes of this Agreement, the term “fiscal year” shall mean the twelve (12) month period from July 1<sup>st</sup> through the following June 30<sup>th</sup>.

For the services rendered and expenses incurred under this Agreement during Fiscal Year 2024 (which begins July 1, 2023), Consultant shall be paid by MIRA on the basis set forth on Exhibit C attached hereto and made a part hereof.

For Fiscal Year 2025 (which begins July 1, 2024), the rates set forth in Exhibit C may be modified by Consultant by the lesser of (i) four (4%) percent, or (ii) the percentage change under the United States Consumer Price Index for all Urban Consumers (Cross Classification of Region and Population Size Class), published by the Bureau of Labor Statistics, United States Department of Labor (the “Index”), which change shall be calculated as follows: the annual adjustment shall be calculated by adding to the rates payable for the immediately preceding fiscal year the amount obtained by multiplying such rates by the percentage change between the Index for June of the fiscal year immediately prior to such immediately preceding fiscal year and the Index for June of such immediately preceding fiscal year.

For Fiscal Year 2026 (which begins July 1, 2025), Consultant shall be paid by MIRA based upon the rates at which Consultant was paid by MIRA during Fiscal Year 2025; provided, however, that such rates may be modified by Consultant in the manner set forth in the immediately preceding paragraph.

**All Services provided by Consultant to MIRA must be approved in advance by the President and CFO. Any Services rendered by Consultant that were not approved in advance by the President and CFO shall NOT be paid by MIRA even if said Services were requested by other MIRA staff.**

MIRA will not reimburse the costs of first-class travel and expects that travel arrangements will take advantage of any cost-effective discounts or special rates. Out of pocket expenses shall be reimbursed at cost provided they are consistent with MIRA’s Travel and Expense Reporting document attached hereto and made a part hereof as Exhibit D, except that Consultant will be deemed to have met MIRA’s “Receipt” requirements of such document if Consultant provides to MIRA with each billing

- (a) Receipts for all items greater than or equal to \$25 and
- (b) Copies of the Consultant’s expense forms itemizing expenses incurred in providing Services to MIRA.

Disbursements will be reimbursed at the Consultant’s cost.

Consultant shall not be compensated for any time spent preparing any billing documentation, or any information requested by MIRA's in house accountants/auditors or outside auditors, State of Connecticut auditors, or MIRA in house accounting department, or related materials.

### 3.2 Bill Format

Consultant shall render a bill to MIRA each month for all of the Services performed and all of the costs and expenses incurred in the immediately preceding month pursuant to this Agreement. Each monthly bill shall contain at least the following information:

- (a) The name, title and billing rate for each person performing Services for which payment is sought;
- (b) A description of the Services performed by each person by task;
- (c) The time spent by each person;
- (d) Separate listing of all expenses incurred including copies of receipts or sub-consultant invoices;
- (e) The time period covered by the bill;
- (f) The project name and number to be charged;
- (g) The contract number for this Agreement (to be provided by MIRA); and;
- (h) The request for services identification number, if appropriate.

The identification codes of each attorney, paralegal, etc. must appear with each service item listed.

Consultant shall not carry forward balances. If a previous bill is unpaid, Consultant shall resubmit that periodic bill for payment. Group or block billing is not acceptable and bills with such billing will be returned unpaid to the firm for clarification and itemization.

Bills shall be accompanied by an itemization of disbursements and costs (long-distance calls, photocopying, transcripts, expert witnesses, court costs, etc.) and travel expenses shall be itemized separately to indicate travel, lodging, business meeting, meals, taxis and limousines and other expenses (specially detailed). Disbursements will be reimbursed at Consultant's cost.

The minimum billing increment to be used is one-tenth (0.10) of an hour. MIRA requires that all time to be computed on this basis and be exact to within the nearest tenth of an hour. The use of a higher increment (e.g., 0.25) or "rounding" of times will be appropriately reduced from the bill. Consultant may not unit-bill MIRA for telephone calls and for reviewing or drafting correspondence, i.e., reviews of correspondence always billed at a minimum of 0.5 hours or telephone calls at 0.3 hours. MIRA will pay only for actual legal and bond counsel work to the nearest 0.10 hours.

The last page of the invoice must show:

- (a) The identification of each service provider
- (b) Their hourly rate
- (c) Total hours billed on the invoice
- (d) Total amount charged for their service.

The format for all monthly bills is attached hereto as Exhibit E and made a part hereof.

### **3.3 Payment Procedure**

If MIRA determines, in its sole discretion, that

- (a) The Services for which Consultant is requesting payment have been properly performed and completed in conformance with the Standards,
- (b) Consultant is not in default hereunder,
- (c) MIRA does not dispute the amount of the payment requested, and
- (d) The bill contains all of the information required hereunder,

then MIRA shall pay the amount requested within thirty (30) calendar days after its receipt of such bill.

If, however,

- (a) MIRA determines that any of the Services for which Consultant has requested payment is not in conformance with the Standards,
- (b) Such bill does not contain all the requisite information, or
- (c) Consultant is in default hereunder,

then MIRA may, in its sole and absolute discretion, withhold all or a portion of the payment requested by Consultant and Consultant shall, if requested by MIRA, immediately take, at Consultant's sole cost and expense, all action necessary to render such Services and/or bill in conformance with the Standards, or to cure such default.

MIRA shall have no obligation under this Agreement to pay for any Services that MIRA determines have not been performed and/or completed in conformance with the Standards, and MIRA shall have no obligation to pay Consultant any amount due Consultant under this Agreement if Consultant is in default hereunder. If MIRA disputes the amount in any written request for payment submitted by Consultant, MIRA shall have the right to withhold the disputed amount until the dispute is settled. MIRA shall notify Consultant of any disputed amount and the reason(s) for disputing such amount.

Consultant's acceptance of an assignment from MIRA will be deemed as Consultant's agreement to conform to MIRA's billing policies and procedures.

### **3.4 Accounting Obligations**

Consultant shall maintain books and accounts of the costs incurred by Consultant in performing the Services pursuant to this Agreement by contract number and in accordance with generally accepted accounting principles and practices. MIRA, during normal business hours, for the duration of this Agreement, shall have access to such books and accounts to the extent required to verify such costs incurred.

### **3.5 Withholding Taxes And Other Payments**

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by MIRA with respect to Consultant, nor be withheld from payment to Consultant by MIRA. No workers' compensation insurance has been or will be obtained by MIRA on account of the Services to be performed hereunder by Consultant, or any of Consultant's employees or sub-consultants. Consultant shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.5 and Consultant hereby agrees to indemnify MIRA and hold MIRA harmless against any and all such taxes, insurance or payments, or similar costs which MIRA may be required to pay in the event that Consultant's status hereunder is determined to be other than that of an independent Consultant.

### **3.6 State of Connecticut Taxes**

Pursuant to Section 22a-270 of the Connecticut General Statutes (as the same may be amended or superceded from time to time), MIRA is exempt from all State of Connecticut taxes and assessments ("Connecticut Taxes"), and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any services or tangible personal property to be incorporated into or otherwise consumed in the operation of a MIRA Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Consultant shall not include in the fees, and Consultant shall not charge or pass through any Connecticut Taxes to MIRA, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Consultant has incurred any Connecticut State Taxes in its performance of the Agreement.

MIRA expresses no opinion as to the eligibility for any tax exemption, or refund or other reimbursement, including without limitation any Connecticut Taxes, with respect to tangible personal property purchased at any location for use in the performance of Services contemplated by this Agreement.

Consultant should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Services ("DRS") and any other applicable tax authority, with regard to such tax authorities' policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Services contemplated by this Agreement, and whether or not there is a mechanism available to Consultant for the reimbursement of taxes, including without

limitation Connecticut Taxes, paid on fuel purchased for use in the performance of the Services contemplated by this Agreement.

Consultant and MIRA agree that Consultant is and shall act as an independent contractor. Notwithstanding Consultant's status as an independent contractor, but without limiting Consultant's obligation hereunder to pay, and be solely responsible for, any Connecticut taxes levied, imposed or applicable to the Services, for the sole purpose of allowing MIRA to benefit from the aforesaid exemption, MIRA shall designate, and Consultant has agreed to act, as MIRA's agent in purchasing services and equipment, machinery, parts, materials, supplies, inventories, fuel, and other items necessary to perform the Services hereunder for the account of MIRA, and with funds provided as reimbursement therefore by MIRA.

### **3.7 Audit**

MIRA reserves the right to review the reasonableness of all bills and expenses as they are billed to MIRA by Consultant. Upon reasonable notice from MIRA, Consultant agrees to allow MIRA to audit Consultant's files pertaining to MIRA's cases assigned to Consultant. Any such audit will be conducted on Consultant's premises and Consultant will be expected to produce any pertinent file information requested including Consultant's time and expense records.

For an audit, Consultant firm shall provide the following:

- (a) Access to files, records, bills in electronic forms, electronic daily billing reports and summaries;
- (b) Each attorney's original bills and time slips for the services;
- (c) A list of hourly rates for each attorney handling the matter;
- (d) A detailed explanation of Consultant's billing methods; and
- (e) Consultant's trial, motion and deposition calendar subject to applicable privileges.

MIRA reserves the right to seek reimbursement of inappropriately billed time or expenses.

## **4. TERM OF AGREEMENT**

### **4.1 Term**

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated in accordance with the terms hereof, on June 30, 2026.

## 4.2 Time Is Of The Essence

MIRA and Consultant hereby acknowledge and agree that time is of the essence with respect to Consultant's performance of the Services hereunder. Accordingly, upon Consultant's receipt and acceptance of a Request, Consultant shall immediately commence performance of the Services requested and continue to perform the same during the term of this Agreement in order to complete all of the Services requested by the completion date set forth in such Request, if any.

## 4.3 Termination

This Agreement may be terminated by either MIRA or Consultant upon at least thirty (30) days advance written notice, except that Consultant shall have no right to terminate until all Services have been completed to the satisfaction of MIRA, unless applicable rules of professional responsibility permit termination and if so, Consultant will allow MIRA to obtain substitute counsel before withdrawing from representation.

Upon receipt of such written notice from MIRA, Consultant shall immediately cease work on any and all MIRA matters, unless otherwise directed in writing by the Authorized Representative. Upon termination of this Agreement pursuant to this Section 4.3,

- (a) MIRA shall pay Consultant for all Services performed by Consultant prior to the termination date, provided:
  - (1) MIRA has determined that such Services have been performed by Consultant in conformance with the Standards;
  - (2) Payment for such Services has not been previously made or is not disputed by MIRA;
  - (3) Consultant is not in default hereunder; and,
  - (4) Consultant has performed all its obligations under this Section 4.3 to MIRA's satisfaction, and
- (b) MIRA shall have no further liability hereunder.

Except for the payment that may be required pursuant to the preceding sentence, MIRA shall not be liable to Consultant in any other manner whatsoever in the event MIRA exercises its right to terminate this Agreement.

Consultant shall transmit to MIRA originals or copies of any and all material prepared, developed or obtained under this Agreement in Consultant's possession within thirty (30) days of receipt of the written notice of termination unless otherwise directed by the Authorized Representative.

#### **4.4 Records And Documents**

Consultant shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of three (3) years after final payment by MIRA and shall make them available for inspection and audit by MIRA. Consultant's obligations under this Section 4.4 shall survive the termination or expiration of this Agreement.

### **5. INDEMNIFICATION**

#### **5.1 Consultant's Indemnity**

Consultant shall at all times protect, defend, indemnify and hold harmless MIRA and its board of directors, officers, agents and employees from and against any and all liabilities, actions, claims, damages losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damages to property or other damages alleged to have been sustained by: (a) MIRA or any of its directors, officers, agents or employees, or (b) Consultant or any of its directors, officers, employees, agents or sub-consultants, or (c) any other person, to the extent any such injuries, damages or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Consultant or any of its directors, officers, employees, agents or sub-consultants. Consultant further undertakes to reimburse MIRA for damages to property of MIRA caused by Consultant or any of its directors, officers, members, partners, employees, agents or sub-consultants. The existence of insurance shall in no way limit the scope of this indemnification. Consultant's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

### **6. INSURANCE**

#### **6.1 Insurance**

At all times during the term of this Agreement, Consultant shall, at its sole cost and expense, procure and maintain the insurance coverages described below for claims which may arise from or in connection with the work set forth in the scope of services hereunder (the "Services") performed by the Consultant and those for whom they are legally responsible.

MIRA reserves the right to waive, at its sole and absolute discretion, in whole or in part, any of the required insurances specified in this Article 6.

##### (a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability insurance as specified by the most recent version of ISO Form Number CG 001 (occurrence).
2. Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto). An MCS 90 Endorsement and a CA 9948 Endorsement shall be attached **if any hazardous materials are transported by the Consultant during its performance of the Services.**
3. Workers' Compensation insurance as required by all states in which the Services are being done and Employer's Liability insurance.
4. Professional Liability insurance if the Consultant or any subcontractor to them is providing legal, bond counsel, or consultative services. The Professional Liability insurance should include coverage for all professional services related to the Services as outlined within the Agreement and should be kept in force for a completed operations period of at least five years after final completion of the Services.

## 6.2 Minimum Limits of Insurance

Consultant shall maintain the following limits of liability for the insurance described above:

1. Commercial General Liability:
  - a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage.
  - b. \$2,000,000 General Aggregate
  - c. \$2,000,000 Products & Completed Operations Aggregate
  - d. \$1,000,000 Personal & Advertising Injury
2. Automobile Liability:
  - a. \$500,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
  - b. Include Owned, Hired and Non-Owned Auto Liability
3. Workers' Compensation: Statutory limits.
4. Employer's Liability:
  - a. \$500,000 Each Accident
  - b. \$500,000 Disease – Policy Limit
  - c. \$500,000 Disease – Each Employee
5. Excess/Umbrella Liability:



- a. \$5,000,000 Each Occurrence/Aggregate; schedule the General Liability, Automobile Liability, and Employers Liability and follow form with the underlying terms.

6. Lawyer's Professional Liability

- a. \$5,000,000 Each Occurrence

(a) Deductibles, Self-insured Retentions and Uninsured Losses

The Consultant shall be responsible for payment of all deductibles and self-insured retentions on any of the insurance policies required under this Agreement. The Consultant is also responsible for the payment of all losses arising out of its performance of the Services that may not be covered by the insurance policies required under this Agreement.

(b) Other Insurance Provisions

All policies required under this Agreement shall contain the following provisions:

1. MIRA, its subsidiaries, officials and employees are to be covered as additional insureds on a primary and non-contributing basis on the following insurance policies purchased by the Consultant:
  - a. Commercial General Liability
  - b. Automobile Liability
2. The Consultant agrees to notify MIRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required under this Agreement. Notice of cancellation or change in coverage shall be provided to MIRA's Risk Manager by fax to 860-757-7740, or by e-mail to [riskmanager@ctmira.org](mailto:riskmanager@ctmira.org), or by correspondence to MIRA, 300 Maxim Road, Hartford, Connecticut 06114.
3. The Consultant should waive (and require their insurers to waive) subrogation rights against MIRA for losses and damages incurred under the insurance policies required by this Agreement.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(c) Acceptability of Insurance

Insurance is to be placed with insurers with current A.M. Best ratings of not less than A-VIII, and be lawfully authorized to conduct business in the state(s) or jurisdiction(s) where the Services are being performed, unless otherwise approved by MIRA.

(d) Verification of Coverage

Consultant shall furnish MIRA with a Certificate of Insurance evidencing the coverages required under this Agreement. All certificates are to be received and approved by MIRA before the Services commence. Consultant shall provide new Certificates of Insurance upon renewal, replacement or addition of any insurance required under this Agreement.

(e) Subcontractors

Consultant shall either include all subcontractors as insureds under its insurance policies or shall require subcontractors to provide their own insurance subject to all of the requirements stated herein.

## **7. MISCELLANEOUS**

### **7.1 Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof, and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

### **7.2 Governing Law**

This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

### **7.3 Assignment**

This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party or such assignment shall be void.

### **7.4 No Waiver**

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof. No waiver of any provision of this Agreement shall affect the right of MIRA or Consultant thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

## 7.5 Modification

This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a pattern or practice or course of dealing contrary to the written terms of this Agreement unless this Agreement is formally amended, modified or supplemented.

## 7.6 Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed via certified first class mail return receipt requested postage prepaid or overnight express mail service to the pertinent address below.

(a) If to MIRA:

Materials Innovation and Recycling Authority  
300 Maxim Road  
Hartford, Connecticut 06114  
Attention: President and CFO

(b) If to Consultant:

NICHOLAS J. GALLUCCI  
ZANGRABZ COHN CUTHBERTSON QUINN +  
750 MAIN STREET HARTFORD CT 06103 <sup>GALLUCCI</sup>  
ATTENTION: JEFFREY GALLUCCI <sup>PC</sup>

## 7.7 Binding Effect

This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

## 7.8 Severability

MIRA and Consultant hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

## 7.9 Whistleblower Protection

If any officer, employee or appointing authority of the Consultant takes or threatens to take any personnel action against any employee of the Consultant in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of *Connecticut General Statutes* Section 4-61dd, the Consultant shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and direct offense. The Consultant shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of *Connecticut General Statutes* Section 4-61dd relating to large state contractors.

## 7.10 Counterparts

This Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument.

# 8. Representations and certifications

In signing this agreement, the applicable signatories to this agreement agree to the following representations and certifications set forth below. For purposes of this Section 8 and all subsections hereof, "Contractor" and "Consultant" shall have the same meaning.

## 8.1 Non-Discrimination

- a. For purposes of this Section, "Contractor", "contractor" and "Consultant" shall have the same meaning, "Contract", "contract" and "Agreement" shall have the same meaning and other otherwise undefined terms have the meaning ascribed to them in Connecticut General Statutes § 4a-60g.
- b. Pursuant to Connecticut General Statutes § 4a-60:
  1. The Contractor agrees and warrants that in the Performance of this Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents Performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related

qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

2. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the "Commission");
  3. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  4. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
  5. the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
  6. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.
- c. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take

such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

d. Pursuant to Connecticut General Statutes § 4a-60a:

1. The Contractor agrees and warrants that in the performance of this Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
2. the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
3. the Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said commission pursuant to Connecticut General Statutes §46a-56; and
4. the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.

e. The Contractor shall include the provisions of subsection (d) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor

becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

f. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

NJG

## **8.2 Small Business Application**

At the request of MIRA and if Consultant qualifies, Consultant shall apply with the State of Connecticut Department of Administrative Services, and do all that is necessary to make itself qualify, as a Small Business Enterprise (SBE) and/or Minority/Women/Disabled Person Business Enterprise (MBE) in accordance with *Connecticut General Statutes* Section 4a-60g.

## **8.3 Iran Energy Investment Certification.**

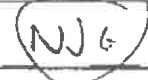
a. Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Consultant is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.

#### 8.4 Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor and its authorized signatory represents that Contractor:

[select response below by initialing]

	has NOT entered into any consulting agreements in connection with this Agreement.
<input type="checkbox"/>	has entered into consulting agreement(s) in connection with this Agreement, as described in the Consulting Agreement Representation attached hereto as <b>Exhibit F</b> .

The undersigned, being the person signing the Agreement, swears that the representation in this Section of the Agreement is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

For purposes of this Consulting Agreements Representation "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

#### 8.5 Campaign Contribution And Solicitation Limitations

For all state contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, by signing this agreement, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See [https://seec.ct.gov/Portal/data/forms/ContrForms/seec\\_form\\_10\\_final.pdf](https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf). The Contractor makes the representations set forth in the Campaign Contribution Certification (OPM Form 1) attached hereto as **Exhibit G**.



**8.6 Large State Contract Representation for Contractor.**

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, by signing this agreement, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- a. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- b. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- c. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

**8.7 MIRA Representation Concerning Gifts**

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, in signing this agreement, the authorized signatory of MIRA represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the day and year first written above.

MATERIALS INNOVATION AND RECYCLING AUTHORITY

By:



Mark Daley  
Its President and CFO  
Duly Authorized

ZANGARI COHN CUTHBERTSON DUHL & GRELO P.C.

By:



NICHOLAS J. GRELO

[Print/Type Name]

Its JOHN H. COHN

[Title]

Duly Authorized

## SCOPE OF SERVICES

The following are the Categories of Services.

### 1. **Employment Law Services**

The following are examples of the areas covered by the Employment Law Services category:

- (a) General Employment Issues
- (b) Employment hearings and litigation
- (c) Labor relations



## REQUEST FOR SERVICES

[DATE]

[NAME OF CONTACT FOR CONSULTANT]  
[NAME OF CONSULTANT]  
[ADDRESS 1 OF CONSULTANT]  
[ADDRESS 2 OF CONSULTANT]

**Re: Legal Services  
Request for Services**

Dear \_\_\_\_\_:

This Request will authorize you to provide the Additional Services described below in accordance with the terms and conditions of the "Legal Services Agreement" dated July 1, 2023 between MIRA and you.

The Scope of Services, Estimated time of Performance and Estimated Costs set forth below will become a part of the above-referenced Agreement and will be incorporated therein, as an amendment, upon your acceptance of this Request, to be indicated below. The Scope of Services is the product of consultation between MIRA and you and the Estimated Time of Performance and Estimated Costs have been provided by you and deemed acceptable by MIRA.

### **1. Scope of Services**

[PROVIDE DETAILS]

### **2. Estimated Time of Performance**

[PER CONSULTANT]

### **3. Estimated Costs**

[PER CONSULTANT]

These costs are not to be exceeded without MIRA's prior written consent. MIRA shall not pay for any services rendered or expenses incurred by Consultant in excess of those included in this Request unless specifically authorized in advance and in writing by MIRA.

Sincerely,

MATERIALS INNOVATION AND RECYCLING AUTHORITY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to under the terms of the  
Legal Services Agreement  
dated [month][date], [year]

[CONSULTANT NAME]

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## COMPENSATION SCHEDULE

### 1. Billing Rates

The Billing Rates Table on Page 3 of this Exhibit C, lists staff level, name, title and hourly billing rate for each lawyer in the firm who would be assigned to work with MIRA. Only the attorneys listed in the Billing Rates Table will be authorized to work on MIRA matters unless other attorneys are specifically authorized by MIRA.

For the services rendered and expenses incurred under this Agreement during Fiscal Year 2024 (which begins July 1, 2023), the firm shall be paid by MIRA on the basis set forth in the Billing Rates Table. For fiscal year 2025 and fiscal year 2026, rates in the Billing Rates Table will be adjusted as set forth in Section 3.1 of the Agreement.

### 2. Ancillary Service Rates

The Ancillary Services Rates Table on Page 3 of this Exhibit C provides the rate at which applicable ancillary services are billed, including, but not limited to:

- Paralegal assistance; and
- Copying;

### 3. Any other services (excluding telephones) for which SOQ submitter routinely bills General Provisions Regarding Billing and Expenses

The following provisions apply to all of the firm's billing and expenses related to providing Services pursuant to the Contract Documents.

#### 3.1 "Doing Business" Costs

The following items are considered part of the firm's fixed costs of "doing business" and will not be paid for by MIRA:

- Facsimile transmissions.
- Postage.
- Local telephone calls.
- Word Processing.
- Overtime or extra help.
- Delivery of documents (unless the delay is caused by the MIRA.)
- Training of the firm's personnel.
- Secretarial time (regular and irregular functions including scheduling and rescheduling of depositions, conferences, independent medical examinations, calling the court for hearing dates, etc.).
- Lexis/Westlaw research which would be analogous to the maintenance of a law library, and therefore, part of the firm's general overhead not to be charged to clients.
- Intra-office conferencing where these functions are administrative, supervisory, instructional or educational in nature and should not be passed on to MIRA. Except that Consultant can bill just once for an intra-office conference.

### **3.2 Expenses For Which MIRA Will Not Pay**

MIRA will not pay for:

- "File creation."
- Attorney rates for functions normally performed by paralegals, law clerks or secretaries.
- Paralegal rates for clerical or secretarial functions.
- Research exceeding three hours per file without prior MIRA approval.
- Excessive revisions of documents.
- Long distance or out-of-state travel unless expressly authorized by the MIRA.
- Photocopy expenses at more than \$0.10 per page. (MIRA must authorize photocopy costs in excess of \$200 for a single job in advance.)
- Any other staff service charges, such as meals, filing, proofreading, regardless of when incurred.
- Computer time (other than computer legal research specifically authorized in advance by the MIRA).
- Time spent in preparing bills to the MIRA.
- More than one attorney at any deposition, hearing or trial unless authorized by the MIRA.
- Litigation budget preparation and revisions.
- File reviews undertaken when files are transferred within the firm from one attorney to another.
- Messenger and Federal Express delivery unless rush is caused by MIRA or is at MIRA's request and then will be billed by weight at standard Federal Express rates.

### **3.3 Expenses For Which MIRA Will Pay Actual Costs**

MIRA will pay actual costs for the following:

- Reproductions of reports or opinions requested by MIRA.
- Express package delivery requested by MIRA.

### **3.4 Expenses For Which MIRA Will Pay Actual Costs If Authorized In Advance**

MIRA will pay actual costs for the following, if authorized in advance:

- Written summarization of expert's reports.
- Legal research that exceeds 3 hours.
- Investigation.
- Computer litigation support services.
- Retention of experts. (Selections and terms of engagement must be pre-approved.)
- Extraordinary travel.

**BILLING RATES**

Staff Level	Name and Title	Hourly Rate
		FY 2024 (07/01/23 – 06/30/24)
Attorney	Nicholas J. Grello, Shareholder	\$225.00
Attorney	Kyle A. McClain, Shareholder	\$225.00
Attorney	Carlos M. Badiola, Associate	\$215.00

**ANCILLARY SERVICE RATES**

Ancillary Service	Rate
	FY 2024 (07/01/23 – 06/30/24)
Paralegal Assistants (Per Hour)	<b>\$0.00</b>
Copying – Black & White (Per Page)	<b>\$0.00</b>
Copying – Full Color (Per Page)	<b>\$0.00</b>
Travel in Firm-Owned Vehicle (Per Mile)	<i>To be billed at IRS standard mileage rates</i>
<b>Any Other Services For Which You Routinely Bill (List Below)</b>	
NA	<b>NA</b>



## **TRAVEL POLICY AND EXPENSE REPORTING PROCEDURE**

Attached hereto and incorporated herein this Exhibit D is the Travel Policy And Expense Reporting Procedure adopted by MIRA's predecessor, CRRA, and promulgated by MIRA as a successor authority to CRRA per Public Act 14-94.



# **TRAVEL POLICY AND EXPENSE REPORTING**

**BOARD OF DIRECTORS POLICY AND PROCEDURE  
NUMBER 032**

**APPROVED BY CRRA BOARD OF DIRECTORS  
SEPTEMBER 29, 2005**

## TABLE OF CONTENTS

1.	GENERAL STATEMENT .....	1
2.	APPROVALS .....	1
3.	TRANSPORTATION .....	1
3.1	Rental Automobile .....	2
3.2	Business Use Of Employee's Car .....	2
3.3	Air Travel .....	3
3.4	Taxis .....	3
3.5	CRRA Owned Automobiles .....	4
4.	MEALS .....	4
5.	LODGING .....	4
6.	INCIDENTALS .....	4
7.	PERSONAL EXPENSES .....	4
8.	OTHER BUSINESS EXPENSES .....	4
9.	EXPENSE REPORTING .....	5
10.	RECEIPTS .....	5
11.	EXCEPTIONS .....	5

## **CONNECTICUT RESOURCES RECOVERY AUTHORITY TRAVEL POLICY AND EXPENSE REPORTING**

### **1. GENERAL STATEMENT**

This Travel Policy and Expense Reporting guide presents the policies that all CRRA employees (hereafter "employee(s)") must adhere to in the planning and conducting of their business travel and their reimbursement requests. CRRA requires that all travel expenditures and their accountings meet the Internal Revenue Service requirements of "ordinary, necessary and reasonable" and should be conservative and consistent with the nature of the business assignment. These policies safeguard CRRA and protect the employee from being assessed additional taxable income. All employees are expected to fully comply with the policies and instructions in this guide. Reimbursements for actual and necessary expenses made to Directors of CRRA shall be made consistent with the provisions of this Travel Policy And Expense Reporting guide; however, as stated in the Connecticut General Statutes, Directors shall not be required to obtain pre-approval from the President for any expenses.

### **2. APPROVALS**

Prior written approval by the President or the employee's Division Head at least one (1) week in advance is required for all overnight trips out of state, except in an emergency. It is the obligation of the employee to obtain this prior approval and no reimbursement will be made without this approval.

Prior written approval by the President or the employee's Division Head at least one (1) week in advance is required for all employee trips that are for educational seminars, professional conferences, vendor-initiated field trips, and industry organization events.

To obtain written approval, the employee must complete the overnight travel form, and, if a cash advance is requested, complete a cash advance form that estimates the out-of-pocket expenses, and submit the completed form(s) to the appropriate Division Head or President in as far in advance as possible of departure date.

### **3. TRANSPORTATION**

Transportation expenses should be kept to a minimum. The most direct and practical route should be selected.

### **3.1 Rental Automobile**

Rental car expenses will be paid by CRRA and whenever possible should be billed directly to CRRA to take advantage of CRRA's tax-exempt status and any other discounts available to CRRA.

#### **3.1.1 Insurance**

##### **3.1.1.1 Business Use Of A Rental Automobile**

Employees on business do not need to purchase additional insurance coverage (collision damage waiver or excess liability) from the rental company. The Corporate Insurance Program covers these risks. Please note that all vehicles must be rented in CRRA's name to have CRRA's policy cover the employee.

##### **3.1.1.2 Personal Use Of A Rental Automobile**

Employees are prohibited from using a CRRA rental automobile for personal use. Personal use that is incidental to CRRA business use will be covered by the CRRA insurance policy as long as the vehicle was rented in CRRA's name. Incidental usage is defined as usage of the vehicle that is directly related to business usage (e.g. mileage to get meals on a business trip).

### **3.2 Business Use Of Employee's Car**

#### **3.2.1 Reimbursement Rate**

The reimbursement rate for an employee's use of their personal automobile for CRRA business is the IRS approved rate, as adjusted from time to time by the IRS, for employee use of their personal car on business. The above mileage reimbursement allowance for business use of an employee's vehicle is calculated in a manner that takes into account all auto-related expenses, including the cost of carrying insurance (without a deductible). Therefore, CRRA will not reimburse an employee for vehicle damage or personal liability that occurs while a personal automobile is being used on CRRA business if the employee drives their personal vehicle 2,500 miles per year or more. This includes any deductible that may apply. However, if an employee's vehicle is driven on company business 2,500 miles or less annually, and is involved in a motor vehicle accident, CRRA will reimburse the employee through the normal expense reimbursement process for their physical damage deductible up to a maximum of \$500.00 per accident. Evidence of the payment of the deductible by the employee must be provided to CRRA in order to receive reimbursement. (Traveling on business does not include any travel involved in commuting to or from work, lunch time errands or anything other than authorized business use). Before an employee seeks the foregoing reimbursement for the use of his personal automobile, the

employee shall provide CRRA with written evidence of his personal automobile insurance with limits as required by the Connecticut General Statutes. The foregoing written proof shall be kept on file in the CRRA Finance Division.

### **3.2.2 Mileage Calculation**

In all travel away from the CRRA office, the employee will be reimbursed using the shortest distance between points. For travel from Hartford to a CRRA facility, the President shall cause the shortest distance to be determined and the President shall cause such determination to be made available to employees. Unless approved by an employee's Division Head, employees shall use the distances determined by the President in all requests for reimbursement for travel from Hartford to a CRRA facility. An employee may request and the employee's Division Head may approve distances other than those determined by the President in extraordinary circumstances when, for reasons beyond the control of the employee, the route of the shortest distance was not reasonably available for use.

In calculating mileage, the normal commute mileage to and from the employee's home to the employee's assigned place of work must be deducted from the total trip mileage. For example, if the total trip mileage equals 100 miles, and normal commute mileage equals 20 miles, CRRA will reimburse the employee for 80 miles. This is in accordance with Internal Revenue Service and State of Connecticut policy.

### **3.2.3 Tolls/Parking**

No receipts are necessary for tolls or parking unless they exceed five (\$5.00) dollars.

## **3.3 Air Travel**

All air travel requires prior approval from the CRRA President. For approved travel, CRRA will reimburse employees only for coach accommodations. Employees are encouraged to inquire about discount packages and to take advantage of the least costly route whenever possible. When an employee plans a trip, the reservations should be made as far in advance as practical to obtain the lowest rate. All approved air travel for the previous month shall be reported to the CRRA Board of Directors at its next Board Meeting.

## **3.4 Taxis**

Taxi service may be used when no other form of public transportation is available or when the cost of a taxi is close to the cost of public transportation. Employees are encouraged to use courtesy cars, airport limousines, or buses whenever possible. Since some taxi services do not provide receipts, you should have the back of your business card signed, dated, and the amount of the fare indicated by the driver.

### **3.5 CRRA Owned Automobiles**

Please refer to the CRRA Vehicle Usage Policy adopted by the CRRA Board of Directors at its November 21, 2003, Board of Directors Meeting.

#### **4. MEALS**

Permissible expenditures for meals and tips depend on location and circumstances. Only reasonable and customary charges will be allowed and reimbursed by CRRA. An exception may be granted by the President in unusual circumstances. In-state breakfast, lunch, and dinner will not be reimbursed unless they involve a business meeting.

#### **5. LODGING**

Lodging accommodations in reasonable and economically priced single occupancy rooms, including customary tips, are reimbursable if the employee has to stay away from home overnight because of unfinished business or an early morning business meeting.

Employees should request government rates at the time of making reservations.

#### **6. INCIDENTALS**

The incidentals allowance encompasses such things as gratuities and one telephone call a day of reasonable duration to the employee's home. It is anticipated that the cost of such calls generally will appear on the employee's hotel bill.

#### **7. PERSONAL EXPENSES**

Some travel expenses are considered personal and CRRA will not reimburse them. The following, while not all inclusive, lists examples of such personal expenses that are not reimbursable expenses: amusements, athletic events, barbers, books for personal reading, athletic court or gym costs, damage to luggage, fines, hair stylists, magazines, newspapers, movies, and saunas.

#### **8. OTHER BUSINESS EXPENSES**

With prior approval of the President, CRRA will reimburse an employee for the incidental costs necessary to further an important CRRA business purpose. Any foregoing expense must be reported to the Board at the Board's next Board of Directors meeting. Any such expense must be documented by showing the following:

- The name(s) of the person or persons and the location and nature of the expense.
- The business relationship with CRRA.
- The specific business reason for the expense.
- The actual business conducted.

CRRA will not reimburse the cost of home entertaining.

## **9. EXPENSE REPORTING**

All expense reporting must be submitted to CRRA using the CRRA expense reimbursement form(s) within twenty working days after the day the employee returns from his/her trip.

## **10. RECEIPTS**

Employees shall obtain receipts for all travel expenses, exclusive of mileage reimbursement. This includes receipts for all meals, airfare, bus fare, taxi, toll or parking charges in excess of \$5.00 dollars, limousine, hotel, and registration fees. Travel expenses in excess of the stated guidelines herein will be reimbursed only if all receipts accompany expense vouchers. Expenses submitted without a receipt, except for gratuity and certain transfer charges, may not be reimbursed.

Original receipts are required for all entertainment.

## **11. EXCEPTIONS**

Exceptions to these travel and expense guidelines will be authorized only upon the prior authorization of President when the circumstances warrant. Any such exception to these travel and expense guidelines should be documented and the President should notify the CRRA Board of Directors of such exception at the Board's next Board Meeting.

---

### **ORIGINAL**

Approved by: Board of Directors  
Effective Date: 05/20/04

---

### **REVISION 1**

Prepared by: Jim Bolduc, Chief Financial Officer  
Approved by: Board of Directors  
Effective Date: 09/29/05



## MONTHLY BILL FORMAT

Name of Consultant:			
Contract Number:			
Billing Period:			
Project Name:	<b>Legal Services</b>		
Purchase Order Number:			
Request For Services Number:			

**TASK (Insert Task Number and Name; Use a separate set of tables for each task.)**

Personnel	Title	Work Performed	Hours	Rate	Amount
(Insert Name of Person who worked on Task)					
(Insert Name of Person who worked on Task)					
(Insert Name of Person who worked on Task)					
<b>Subtotal Personnel</b>					
<b>Ancillary Services/Equipment</b>			<b>Units</b>	<b>Rate</b>	<b>Amount</b>
(Insert Name of Ancillary Services/Equipment used for Task)					
(Insert Name of Ancillary Services/Equipment used for Task)					
(Insert Name of Ancillary Services/Equipment used for Task)					
<b>Subtotal Ancillary Services/Equipment</b>					

<b>Subtotal for Task (Insert Task Number)</b>	
<b>TOTAL (Insert billing period for which bill is being submitted)</b>	

**EXHIBIT F:**  
**CONSULTING AGREEMENTS REPRESENTATION**

Pursuant to section 4a-81 of the Connecticut General Statutes, the Consultant represents that it has not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

\_\_\_\_\_  
 Consultant's Name and Title

\_\_\_\_\_  
 Name of Firm (if applicable)

\_\_\_\_\_  
 Start Date

\_\_\_\_\_  
 End Date

\_\_\_\_\_  
 Cost

The basic terms of the consulting agreement are:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Description of Services Provided:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES:

\_\_\_\_\_  
 Name of Former State Agency

\_\_\_\_\_  
 Termination Date of Employment

The undersigned, being the person signing the Contract, swears that the representation in this Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

\_\_\_\_\_  
Signature of person signing this Contract

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court  
or Notary Public

\_\_\_\_\_  
My Commission Expires



## STATE OF CONNECTICUT CAMPAIGN CONTRIBUTION CERTIFICATION

*Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.*

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal— submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

#### Check One:

☒ **Initial Certification**

☐ **Updated Certification because of change of information contained in the most recently filed certification**

### CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

**Effective July 23, 2021**

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

BRANDI COHN CUTHBERTSON  
Printed Contractor Name DUNK + GREGG PC

NICHOLAS J. GRECO  
Printed Name of Authorized Official

[Signature]  
Signature of Authorized Official

Subscribed and acknowledged before me this 24 day of May, 2023.

[Signature] (Carly Badier)  
Commissioner of the Superior Court (or Notary Public)

Na My Commission Expires