

AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: New Light Investigations, LLC

Doing Business As, if applicable: N/A

Business Address: 40 Russ St, Hartford, CT 06106

Business Phone:

Business email: Jacqueline Manning jm@newlightinvestigations.com

Principal or Supervisor:

Agreement Effective Dates: From 07/01/2021 To 06/30/2022.

Total amount: \$99,000.00

Funding Source & Acct # including location code:

(1) City 11331340-56696 - \$49,000.00

(2)BOE 19045100-56694 - \$50,000.00

Description of Service: Please provide a <u>one or two sentence description</u> of the service. *Please do not write "see attached."*Investigative Services

Submitted by: Mr. Thomas Lamb / Ms. Lisa Mack



Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee

From: Thomas Lamb, Chief Operating Officer

Date: November 24, 2021

Re: Agreement with New Light Investigations, LLC

Contractor Name: New Light Investigations, LLC

Contractor Address: 40 Russ St, Hartford, CT 06106

Is the contractor a Minority or Women Owned Small Business? Yes, women owned.

Renewal or Award of Contract/Agreement? Agreement

Total Amount of Contract/Agreement and the Hourly or Service Rate: \$99,000.00

Contract or Agreement #: A21-2074

Funding Source & Account #:

- (1) City General Fund 11331340-56696 \$49,000.00
- (2) BOE Operating Budget 19045100-56694 \$50,000.00

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

1. What specific service will the contractor provide:

Investigative Legal Services including but not limited to gathering appropriate documents and reports, analyze documentary or evidence as needed, preserving social media postings and conduct surveillance as needed and more.

- 2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? <u>Please</u> describe the selection process including other sources considered and the rationale for selecting this method of selection: RFP proposed by City.
- 3. If the vendor is not the lowest bidder or a State contract please answer the following:
 - **a.** Please explain why the vendor was chosen? Vendor used previously for same services.
 - b. Who were the members of the selection committee? N/A



Operations Memorandum

- 4. If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement? Renewal
- 5. If this Contract/Agreement is a Renewal has cost increased? If yes, by how much? The cost will be split between City of New Haven and BOE for investigative services.
- 6. If this Contractor is New has cost for service increased from previous years? If yes, by how much? N.A
- 7. Is this a service existing staff could provide? Why or why not? No.

AGREEMENT BY AND BETWEEN THE CITY OF NEW HAVEN AND NEW LIGHT INVESTIGATIONS, LLC FOR PROFESSIONAL SERVICES

A21-2074

This Agreement, consisting of Parts I and II, Exhibit A Rider Four., effective as of the 7TH day of October, 2021, by and between the City of New Haven, with offices at 165 Church Street, New Haven, CT 06510 (hereinafter referred to as the "City"), and New Light Investigations LLC with address of 40 Russ Street Hartford Connecticut 06106 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the City has determined that it needs a Contractor to provide investigative legal services to City of New Haven in connection with various complaints of employee misconduct currently pending in the Human Resources Department, Board of Education, and the Labor Relations Department.; and

WHEREAS, the Contractor is qualified to provide the services; and

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

WHEREAS, funds for this Agreement are available from aggregiate account numbers 11331340-56696 (\$49,000.00); and 19045100-56694 (\$50,000.00) pursuant to CAPO number 60220111-000-FY 2022 Total (99,000.00)

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 Corporation Counsel/and or Labor Relations or such other person as designated in writing.

103. The person responsible for the services to be performed by the contractor shall be Jacqueline Manning, Founder. The Contractor shall not subcontract any of the professional services to be performed by it under this Agreement.

SECTION 2: SCOPE OF SERVICES

- 201. The Contractor shall perform the services set forth under this Agreement, including Exhibit A, 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; <u>provided</u>, <u>however</u>, 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. All drawings, reports, and documents prepared by the Contractor under this Agreement shall be submitted to the City for review and approval. The City shall review and respond to materials submitted by the Contractor within thirty (30) calendar days. In the event the City disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to properly review the submission, the Contractor shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material for review and approval.
- 203. In performing the services required under this Agreement, the Contractor shall consult with City 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.
- 204. The services to be performed by the Contractor are set out in Exhibit A attached hereto and incorporated herein by reference. In the event any provision of Exhibit A conflicts with any provision of Part I or Part II of this Agreement, said Part I or Part II shall be controlling.

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 no later than June 30, 2022. If applicable, the City, in its sole and absolute discretion, may renew this Agreement at the same rate, terms, and conditions in

accordance with the relevant provisions of the Scope of Services, but only to the extent that such provisions exist in the Scope of Services.

403. Notwithstanding any other provision in this Agreement, the City reserves the right to terminate this Agreement for any reason upon twenty-one (21) days written notice to the Contractor. The Contractor shall be paid for satisfactory services rendered up to the termination date upon submission to the City of all written memorandums, reports or other partially complete or incomplete documents, and such other materials as will reasonably facilitate transfer to a new Contractor.

SECTION 5: COMPENSATION

- 501. The City shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement in a maximum amount not to exceed Ninety Nine Thousand Dollars and Zero Cents (\$99,000.00) At a rate of fifty-dollars and zero cents (\$50.00) per hour
- 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; consultant fees; costs of materials and supplies; printing and reproduction; meetings, consultations, and presentations; 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 shall be made by the City on approval of payment requisitions certified by a principal of the Contractor submitted not more often than once a month and in accordance with the City's Electronic Invoicing and Invoice Submission & Payment Policy. Each requisition shall be in a form acceptable to the City and shall set forth the services performed, the percentage of completion of the work, and the compensation due the Contractor based upon the fee amount set forth in Section 501. 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 as the City deems necessary.
- 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.

SECTION 6: INSURANCE

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

SECTION 7: TERMS AND CONDITIONS

- 701. This Agreement is subject to and incorporates the provisions attached hereto as City of New Haven Contract for Professional or Technical Services Part II, Terms and Conditions. In the event any provision of said Part II 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: New Light Investigations, LLC

40 Russ Street

Hartford Connecticut 06106 Att: Jacqueline Manning

City: Office of the Corporation Counsel

City of New Haven 165 Church Street

New Haven Connecticut 06510

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement A21-2074 to be executed as of the date and year first above written.

CONTRACTOR:	CITY:
NEW LIGHT INVESTIGATIONS, LLC By:	By: Justin Elicer Justin Flicker Mayor November 4, 2021 9:53 PM EDT Date:
	Approved as to Form and Correctness: By

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

- 1. <u>Personnel</u>. (a) The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- (b) All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.
- (c) No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Agreement. The foregoing sentence shall not be interpreted to interfere with the Contractor's compliance with the City's Ban the Box requirements.
- 2. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deductions or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, as now codified in 18 U.S.C. § 874 and 40 U.S.C. § 3145. The Contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations or exemptions from the requirements thereof.
- 3. <u>Withholding of Salaries</u>. If, in the performance of this Agreement, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the City shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salary actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- 4. <u>Claims and Disputes Pertaining to Salary Rates</u>. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be promptly reported in writing by the Contractor to the City, and the City's decision regarding such claims and disputes shall be final. Particularly with respect to this Section and Section 5 above, the City reserves the right to inspect Contractor's records with respect to this

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

5. Equal Employment Opportunity.

- A. During the performance of this Agreement, the Contractor agrees as follows:
 - i) To comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
 - ii) Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, national origin, or any other State or Federal protected class status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, physical handicap, or any other State or Federal protected class status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training, including apprenticeship;
 - iii) To post, in conspicuous places available to employees and applicants for employment, notice is to be provided by the Contractor setting forth the provisions of this nondiscrimination clause;
 - iv) To state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability, national origin, or any other State or Federal protected class status;
- B. And where this contract involves construction, or is a "public contract" as defined in section 12 ½ -19(o) of the City's Code of General Ordinances, then the contractor additionally agrees:
 - To send to each labor union or representative of workers with whom the Contractor has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's

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

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

- practices, policies, programs and statistics of the Contractor and its subcontractors, if any;
- viii) To include the provisions of sub-paragraphs (1) through (9) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;
- ix) That a finding, as hereinafter provided, of a refusal by the Contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:
 - (a) Withholding of all future payments under the involved public contract to the Contractor in violation, until it is determined that the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
 - (b) Refusal of all future bids for any public contract with the City, or any of its departments or divisions, until such time as the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
 - (c) Cancellation of this Agreement;
 - (d) Recovery of specified monetary penalties;
 - (e) In case of substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors, or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy as herein outlined.
- 6. <u>Discrimination Because of Certain Labor Matters Related to Construction Contracts</u>. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because it has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.
- 7. <u>Assignability</u>. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City, <u>provided</u>, <u>however</u>, that claims for money due or to become due the Contractor from the City under this Agreement

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

- 8. <u>Interest of City Officials</u>. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.
- 9. <u>Interest of Contractor</u>. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.
- 10. <u>Findings Confidential</u>. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
- 11. <u>Audit</u>. The City reserves the right to audit the Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve-month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements, and canceled checks.

EXHIBIT A

"Darkness cannot drive out darkness, only light can do that." -Dr. Martin Luther King Jr.



October 7, 2021

Patricia A. King City of New Haven Office of Corporation Counsel 165 Church Street, 4th Floor New Haven, CT 06510

RE: Proposal for Investigative Legal Services

Dear Attorney King:

We are pleased to present this proposal to the City of New Haven to provide investigative legal services to the City of New Haven ("City") in connection with various complaints of employee misconduct currently pending in the Human Relations Department and the Office of Labor Relations. This contract is for the current fiscal year ending on June 30, 2022. New Light Investigations, LLC shall conduct necessary investigations into various complaints of employee misconduct of employees of the City of New Haven. The scope of the investigations shall entail gathering appropriate documents and reports of other City offices or agencies, interviewing witnesses as needed, gathering, or analyzing documentary or electronic evidence as needed, reviewing, and preserving social media postings, conducting surveillance as needed, and using appropriate investigative measures required to effectively complete assignments. New Light Investigations, LLC will prepare final reports in a timely and conscientious manner, using templates provided by the Office of Labor Relations. The work shall include testimony in court or at administrative proceedings as necessary.

New Light Investigations, LLC agrees to use a Connecticut licensed investigator on all assignments for the City. The total amount for this contract is for \$99,000 at an hourly rate of \$50.00 for services to be rendered before June 30, 2022. Of the total contract amount of \$99,000, a maximum of \$50,000 can be applied to investigations of Board of Education (BOE) employee misconduct, and a maximum of \$49,000 can be applied to City of New Haven (City) employees. It is the responsibility of New Light Investigations to determine whether the billing is for a BOE or City investigation and to make the funding source clear on the invoices.

It is the responsibility of New Light Investigations to determine prior to the expiration of this contract whether an extension of this contract will be necessary. If additional

work is required as of June 30, 2022, New Light Investigations, LLC agrees that it will notify the City prior to June 30, 2022, to engage in further negotiations required for the completion of pending assignments.

I will be in charge of services provided, and as the contact person when the City needs to communicate with me regarding these services, or any issues related thereto.

I have attached copies of New Light Investigations' certificates of liability insurance, insurance bond, completed disclosure and certification affidavit, and a copy of our current detective license valid through April 3, 2023.

Thank you for your time and consideration. We look forward to your response to this Proposal and to working with the City and its other offices/agencies.

Sincerely, Jacqueline Manning

City of New Haven Insurance Rider Four – Professional Liability

Rev. 3-2021

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverage and shall name the City of New Haven as an Additional Insured (1) on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation (1). Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations	\$2,000,000
	Aggregate	
Automobile Liability (2)	Combined Single Limit	\$1,000,000
(includes all owned, hired &		
non-owned autos)	Including Endorsements:	
Professional Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers' Compensation and	WC Statutory Limits	
Employers' Liability (EL)		
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of New Haven to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the polices be cancelled, limits reduced, or coverage altered, 30 days written notice must be given to the City.

Notes

- (1) Additional Insured & Waiver of Subrogation may be checked off on the COI or typed out in the description box.
- (2) If contractor will never drive onto City Property, the Automobile Coverage may be waived.
- (3) City of New Haven is the Certificate holder and the additional insured.

City of New Haven

200 Orange Street Rm 301

New Haven, CT 06510