

Amendment to Special Committee on Impeachment Inquiry Contract with Downs Rachlin Martin for Investigative Services

This is an amendment to the contract (“**Contract**”) for services between the State of Vermont, House of Representatives, Special Committee on Impeachment Inquiry (hereafter “**State**”) and Downs Rachlin Martin, PLLC (hereafter “**Contractor**”) (each a “**Party**” or collectively, the “**Parties**”) to conduct an investigation of Franklin County Sheriff John Grismore. The Parties hereby amend the Contract to read as follows:

Amendment to Section 2. Section 2 of the Contract is hereby amended by deleting Section 2.1.5 and by inserting a new Section 2.1.5 and a Section 2.1.6 to read as follows:

- 2.1.5. When necessary to otherwise fulfill the Scope of Work of this Contract, the Contractor may issue Public Records Act requests and may represent the State in Public Records Act appeals or in proceedings under 3 V.S.A. § 809a or 2 V.S.A. § 22 to compel a party to comply with a subpoena issued by the State as part of the State’s impeachment inquiry of the Franklin County Sheriff.
- 2.1.6. At the completion of the investigation required by this section, the Contractor shall prepare and submit to the State on or **before ?, 2023**, a detailed investigation memorandum that includes summaries of witness investigations, summaries of the documentary evidence, and findings of fact and analysis regarding whether the Subject of the Investigation is properly performing all powers, functions, duties, and obligations of the Office.

Amendment to Section 3. Section 3 of the Contract is hereby amended by deleting Section 3.1 and by inserting a new Section 3.1 to read as follows:

3.1. Maximum Allowable Amount; Rate.

- 3.1.1. In consideration of investigative work performed under the Scope of Work of this Contract, the State agrees to pay the Contractor per hour for work invoiced under Section 3.2 of this Contract in an amount not to exceed \$75,000.00 unless additional work is authorized under Section 3.2.4 of this Contract. The Contractor shall bill the State at individual rates per hour assigned to each employee completing work under the Contract.
- 3.1.2. In consideration of work performed under Section 2.1.5 of this Contract in representing the State in Public Records Act appeals or in subpoena enforcement hearings, the State agrees to pay the Contractor per hour for work invoiced under Section 3.2 of this Contract in an amount of **\$12,000.00** unless additional work is authorized under Section 3.2.4 of this Contract. The Contractor shall bill the State at individual rates per hour assigned to each employee completing work under the Contract.

Signature of this amendment to the Contract signifies acceptance and agreement with all items listed above.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS AMENDMENT TO THE CONTRACT

By the State of Vermont:

Date: _____

Signature: _____

Name: Rep. Martin LaLonde
Vermont House of Representatives

By the Contractor:

Date: _____

Signature: _____

Name: Tim Doherty
Downs Rachlin Martin, PLLC

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