

**Vermont House of Representatives Special Committee on Impeachment Inquiry Contract
with Downs Rachlin Martin for Investigative Services**

This is a 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 Sherriff John Grismore.

Section 1. Terms and Conditions

- 1.1. Parties.** The Contractor is a law firm with a principal place of business at 199 Main Street, Burlington Vermont. It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Tax Account Number.
- 1.2. Subject Matter.** The subject matter of this Contract is an investigation into whether Franklin County Sheriff John Grismore (hereafter “**Subject of the Investigation**”) is properly performing all powers, functions, duties, and obligations of his office. Detailed services to be provided are described in the Scope of Work in Section 2 of this Contract.
- 1.3. Contract Term.** The period of the Contractor’s performance shall begin on the date the Contract is executed and shall terminate after review by the Contractor of a final report with the Special Committee. If Contractor requires additional time to complete the Scope of Work due to information discovered during the investigation or inability to complete portions of the Scope of Work, State and Contractor may agree to extend the term of performance by mutual written agreement.
- 1.4. Entire Agreement; Amendment.** This Contract, including any attachments, represents the entire agreement between the Parties. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.

Any ambiguity, conflict, or inconsistency in the Contract shall be resolved according to the following order of precedence:
 - 1.4.1. Sections 1–7 of the Contract; and
 - 1.4.2. Attachment A (Standard State Contract Provisions).
- 1.5. Approvals.** Under 3 V.S.A. § 311(a)(8), approvals of privatization contracts under 3 V.S.A. chapter 14 are not required from the Attorney General.
- 1.6. Disclosure Agreement.** Under this Contract, the Contractor shall not release, disclose, or make statements to third persons, including but not limited to the media, about data, information, files, documents, or other materials generated, compiled, or maintained in

connection with this Contract unless directly and specifically authorized by the State to do so.

- 1.7. Confidentiality.** In performance of the Contract, the Contractor may have access to information, communications, or data that are confidential under 2 V.S.A. § 403(b)(1) or the Rules and Procedures of the Special Committee on Impeachment Inquiry or are otherwise confidential by law. The Contractor shall be required to maintain the confidentiality of any information accessed in its performance of the Contract. All requests to the Contractor for information acquired under the Contract shall be referred to the State.
- 1.8. Termination.** This Contract shall be subject to termination upon the occurrence of the following events:
 - 1.8.1 If either Party gives written notice at least thirty (30) days in advance; or
 - 1.8.2 If either Party defaults on any of its material obligations, representations, or warranties and fails to cure the default within thirty (30) days after its receipt of written notice from the nondefaulting Party specifying in detail the nature and extent of the breach.
- 1.9. Limitation on Indemnification; Liability.** The State has no legal authority to indemnify the Contractor.

Section 2. Scope of Work

This section (hereafter referred to as the “**Scope of Work**”) specifies the work to be completed by the Contractor.

2.1. Work to be Conducted. The Contractor shall provide services in the form of an investigation into the extent to which the Subject of the Investigation is properly performing all powers, functions, duties, and obligations of the Office of the Franklin County Sheriff (“**Office**”).

- 2.1.1. The investigation shall address whether the Subject of the Investigation:
 - 2.1.1.1. Is currently qualified as a certified law enforcement officer under State law and, if not, whether lack of qualification hinders his ability to execute the powers, functions, duties, and obligations of the Office;
 - 2.1.1.2. Engaged in any conduct during his term that exceeded or abused the powers of the Office;
 - 2.1.1.3. Is properly fulfilling the obligations and duties of the Office, including fulfillment of services or functions required by contracts entered into by the Office with municipalities, the Judiciary, or others;

- 2.1.1.4. Is properly managing and accounting for the budget and finances of the Office;
 - 2.1.1.5. Is misusing the Office for an improper purpose or personal gain; or
 - 2.1.1.6. Engaged in any other activity that violates the public trust or undermines the operation of government.
- 2.1.2 To the extent possible, the Contractor shall interview the following for the purpose of assessing the extent to which the Subject of the Investigation is properly performing all powers, functions, duties, and obligations of the Office:
- 2.1.2.1. Current or former staff of the Office employed during the Subject of the Investigation's term as Sheriff.
 - 2.1.2.2. Officers or administrators of municipalities that have entered into contracts for services with the Office.
 - 2.1.2.3. Officers or administrators of the Judiciary for which the Office performs statutory or contractual services.
 - 2.1.2.4. Persons with direct interaction with the Subject of the Investigation in his performance of his powers, functions, duties, and obligation during the Subject of the Investigation's term as Sheriff.
 - 2.1.2.5. Persons who have conducted audits or financial accountings of the Office during transition from the previous sheriff to the Subject of the Investigation and persons currently conducting audits or financial investigations of the Office, including the State Auditor.
 - 2.1.2.6. Any other person that the Contractor determines has information necessary or integral for completion of the Scope of Work.
- 2.1.3. The Contractor shall collect and analyze records, media articles, and other documents relevant to the Scope of Work.
- 2.1.4. The Contractor shall provide the State with a brief weekly summary by e-mail or phone of the status of completion of the Scope of Work, including which witnesses have been interviewed, which witnesses remain to be interviewed, and general progress of completion of the Scope of Work.
- 2.1.5. At the completion of the investigation required by this section, the Contractor shall prepare and submit to the State on or before July 31, 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.

Section 3. Cost and Payment

3.1. Maximum Allowable Amount; Rate. In consideration of 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.

3.2. Payment Terms

3.2.1. Invoices. The Contractor shall be paid based on documentation and itemization of work performed and included in invoicing. The Contractor shall invoice the State every two weeks or upon completion of the work required under the Scope of Work of this Contract. The invoice shall include all hours worked in the performance of the work required under the Scope of Work of this Contract. All invoices presented for payment under this Contract shall be fully itemized and shall contain sufficient detail of services and expenses. Contractor shall include in an invoice notification to the State when the Contractor has cumulatively performed work valued at 50%, 75%, and 90% of the maximum allowable amount. Charges by the Contractor for late payment of invoices are prohibited.

3.2.2. Payment Terms. The Contractor shall be paid not later than thirty (30) days after receipt of an invoice to the designated State Point of Official Contact, as defined in Section 6 of this Contract. Any services outside the Contract shall not be allowed. The State shall not be liable to Contractor for any expense exceeding the maximum limiting amount without duly authorized written approval. The payment of an invoice by the State does not prejudice the right of the State to object to or question that invoice or any other invoice or matter in relation thereto. The State may reduce any payment to adjust for an overpayment or may increase a payment to account for an underpayment on subsequent invoices.

3.2.3. Completion of Work; Termination.

3.2.3.1. Upon termination pursuant to Section 1.8.1 of this Contract, the State's sole obligation shall be to pay the Contractor for services performed and direct expenses accrued before the date of termination.

3.2.3.2. Upon termination pursuant to Section 1.8.2 of this Contract, the State may retain any outstanding payment until satisfactory progress is achieved.

- 3.2.4. Additional Work. If the Contractor is required to perform additional work that requires compensation in excess of the specified maximum allowable amount set forth in Section 3.1 of this Contract, the State and the Contractor may negotiate an acceptable price modification based on the Contractor's proposed rates and the scope of the work changes. No modification shall be performed without prior duly authorized written approval by the State.

Section 4. Warranties

4.1. Contractor Warranties. The Contractor warrants, represents, and undertakes that:

- 4.1.1. Neither the Contractor, in connection with performing the services in performance of this Contract, nor the completed product delivered by the Contractor will infringe any patent, copyright, trademark, trade secret, or other proprietary right of any person.
- 4.1.2. The Contractor will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this Contract or in delivery of the completed product without that party's express notice or under license.
- 4.1.3. Neither the Contractor nor any other company or individual performing services under this Contract is under any obligation to assign or give any work done under this Contract to any third party.
- 4.1.4. The Contractor has and will have throughout the duration of this Contract the capability and capacity to complete the deliverables defined in the Scope of Work in the Scope of Work of the Contract, and without prejudice to any other term of this Contract.

Section 5. Conflict of Interest

5.1. Conflict of Interest. The Contractor hereby warrants to State that, to the best of its knowledge, it is not currently obliged under an existing contract or other duty that conflicts with or is inconsistent with this Contract.

- 5.1.1. During the Term, the Contractor is free to engage in other independent contracting activities; provided, however, the Contractor shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Contractor's obligations or the scope of services to be rendered for the State pursuant to this Contract.

Section 6. Official Point of Contact

The Official Point of Contact on behalf of the State is Representative Martin Lalonde. The State's contact information is:

Rep. Martin LaLonde
Vermont House of Representatives
115 State Street
Montpelier, VT 05633-5701

The Official Point of Contact on behalf of the Contractor is Tim Doherty. The Contractor's contact information is :

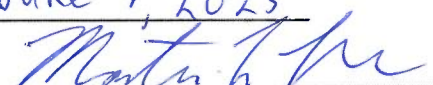
Tim Doherty
Downs Rachlin Martin, PLLC
199 Main Street, Burlington, VT 05401

Section 7. Acceptance of Contract

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


WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: June 9, 2023
Signature: 

Name: Representative Martin LaLonde
Vermont House of Representatives

By the Contractor:

Date: 6/7/23
Signature: 

Name: Tim Doherty
Downs Rachlin Martin, PLLC

ATTACHMENT A
STANDARD STATE PROVISIONS FOR GRANTS AND CONTRACTS

REVISED DECEMBER 15, 2017

1. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
2. **Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights, or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
7. **Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains

the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this

Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured: The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change: There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. **False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. **Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. **Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. If applicable, Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. If applicable, Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. If applicable, Party also understands the State may set off taxes (and related penalties, interest, and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment B in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 9 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20

("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

19. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

20. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

21. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

22. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

23. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

24. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming Party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other Party of the likelihood or actual occurrence of an event described in this paragraph.

25. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

26. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced,

the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

- B. Termination for Cause: Either Party may terminate this Agreement if a Party materially breaches its obligations under this Agreement and such breach is not cured within thirty (30) days after delivery of the non-breaching Party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

27. Continuity of Performance: In the event of a dispute between the Party and the State, each Party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

28. No Implied Waiver of Remedies: Either Party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

(End of Standard Provisions)