

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (8/22/11)

Note: All sections are required. Incomplete forms will be returned to department.

I. CONTRACT INFORMATION:

Agency/Department: State's Attorneys & Sheriffs/ 02130 Contract #: 29120 Amendment #: VISION Vendor No: 343990
 Vendor Name: Little & Cicchetti, P.C.,
 Vendor Address: 117 St Paul Street PO Box 907 Burlington, VT 05402
 Starting Date: 5/18/2015 Ending Date: 5/17/2016 Amendment Date:
 Summary of agreement or amendment:

II. FINANCIAL INFORMATION

Maximum Payable: \$75,000.00 Prior Maximum: \$ 2016 Prior Contract # (If Renewal):
 Current Amendment: \$ Cumulative amendments: \$ % Cumulative Change: %
 Business Unit(s): 2130; ; - [notes:] VISION Account(s): 507200; 2130100075

III. PERFORMANCE INFORMATION

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties? Yes No

Estimated Funding Split: G-Fund 100.00 % S-Fund % F-Fund % GC-Fund % Other %

III. PUBLIC COMPETITION

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

Standard bid or RFP Simplified Bid Sole Sourced Qualification Based Selection Statutory

IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

Check all that apply: Service Personal Service Architect/Engineer Construction Marketing
 Information Technology Other, describe: Legal Investigative services.

V. SUITABILITY FOR CONTRACT FOR SERVICE

Yes No n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

VI. CONTRACTING PLAN APPLICABLE:

Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan? Yes No

VII. CONFLICT OF INTEREST

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

Yes No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED

Yes No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)
 Yes No I request the Attorney General review this agreement as to form
 No, already performed by in-house AAG or counsel: _____ (initial)
 Yes No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and
 Telecommunications over \$100,000
 Yes No Agreement must be approved by the CMO; for Marketing services over \$15,000
 Yes No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)
 Yes No Agreement must be approved by the Secretary of Administration

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information:

5/14/15 [Signature] Date Agency / Department Head [Signature] Date Agency Secretary or Other Department Head (if required)
 5-14-15 [Signature] Date Approval by Attorney General Date Approved by Commissioner of Human Resources
 Date CIO Date CMO Date Secretary of Administration [Signature]

2015-04514

MAY 15 2015

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF STATE'S
ATTORNEYS AND THE ATTORNEY GENERAL'S OFFICE

The purpose of this Memorandum of Understanding is to provide funding for a contract between the Department of State's Attorneys and the law firm Little & Cicchetti, P.C. entered on or about May 11, 2015.

The Attorney General's Office agrees to reimburse the Department of State's Attorneys up to the amount of seventy five thousand dollars (\$75,000.00) for expenses incurred by the Department under the terms of its contract with Little & Cicchetti, P.C.

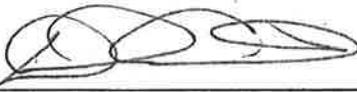
The Department of State's Attorneys agrees to provide the Attorney General's Office with documents showing the dates and amounts of payments made to Little & Cicchetti, P.C. pursuant to the contract.

State of Vermont
Office of the Attorney General

By: 
William E. Griffin, Chief AAG

Date: 5-8-15

State of Vermont
Department of State's Attorneys

By: 
DAVID CAHILL, SAS EXEC. DIR.

Date: 5-13-15

DAVID CAHILL, ESQ.
EXECUTIVE DIRECTOR

PHONE: (802) 828-2891



12 Baldwin Street
Montpelier, VT
05633-6401

FAX: (802) 828-2881

STATE OF VERMONT
OFFICE OF THE EXECUTIVE DIRECTOR
DEPARTMENT OF STATE'S ATTORNEYS & SHERIFFS

May 13, 2015

Secretary Justin Johnson
Vermont Agency of Administration
109 State Street
Montpelier, VT 05609-0201

Dear Secretary Johnson,

APPROVED

Secretary of Administration

Date

5/2/15

The Department of State's Attorneys and Sheriffs requests approval for a sole source contract with Little & Cicchetti, P.C., for specialized legal investigative services. We propose to retain Little & Cicchetti, P.C., to:

1. Investigate potential civil violations of Vermont campaign finance law and related criminal violations, including interviewing witnesses, obtaining documentary or electronic evidence, reviewing such evidence and, if necessary, with the advice and consent of the Director of the Department or Chairperson of the Executive Committee of the State's Attorneys, drafting legal process, subpoenas, warrants, or pleadings, as directed;
2. Draft and produce a report detailing investigative findings, as directed;
3. Provide legal advice regarding investigative findings, as directed;
4. Attend and participate in meetings with the State, as directed; and
5. Appear in court on matters related to the investigative report, as directed.

Mr. Little has been appointed to this position by the Governor in consultation with the Department of State's Attorneys pursuant to various appointment powers, including 3 V.S.A. § 5 (Governor's appointment of counsel) and 17 V.S.A. § 2904 (campaign finance civil investigations). A sole source contract is in compliance with Administrative Bulletin 3.5 for this

MAY 15 2015

work because of the unique circumstances of this appointment, the urgency of the need of these services, and because Mr. Little is uniquely qualified given his substantial experience, his immediate availability, and his reasonable legal investigative rates.
We respectfully request that you allow a sole source exception for this contract.

Please do not hesitate to call me at 828-2888 if you have any questions or concerns.

Best Wishes,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

David J. Cahill
Director, Department of State's Attorneys & Sheriffs

*Thanks for
your assistance with
this matter.*

Contract # 29120

1. Parties

This is a contract for services between the **State of Vermont, Department of State's Attorneys and Sheriffs** (hereafter called "State") and **Little & Cicchetti, P.C.**, (hereafter called "Contractor"). Contractor's form of business organization is a professional corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter

The subject matter of this contract is specialized legal investigative services. Detailed services to be provided by the contractor are described in Attachment A.

3. Maximum Amount

In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$60,000.00 and expenses not to exceed \$15,000.00 for a total maximum contract value of \$75,000.00.

4. Contract Term

The period of Contractor's performance shall begin May 18, 2015 and end no later than May 17, 2016.

5. Prior Approvals

If approval by the Attorney General's Office, Secretary of Administration, DII CIO/Commissioner, or Chief Marketing Officer is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by such persons.

- Approval by the Attorney General's Office is is not required.
- Approval by the Secretary of Administration is is not required.
- Approval by the CIO/Commissioner of DII is is not required.
- Approval by the CMO/Marketing Services is is not required.

6. Amendment

This contract 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.

7. Cancellation

This contract may be canceled by either party by giving written notice at least 30 days in advance.

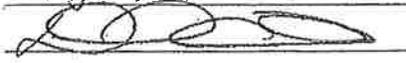
8. Attachments

This contract consists of 8 pages including the following attachments which are incorporated herein:

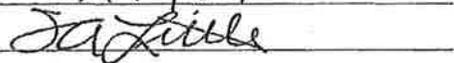
- Attachment A – Specifications of Work to be Performed
- Attachment B – Payment Provisions
- Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (May 2015 revision)

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

By the State of Vermont:

Date: MAY 13, 2015
Signature: 
Name: David J. Cahill
Title: Executive Director

By the Contractor:

Date: MAY 13, 2015
Signature: 
Name: Thomas A. Little, Esq.
Title: Of Counsel

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

Contractor shall provide the State with specialized legal investigative services in matters determined by the Executive Director of the Department of State's Attorneys ("Director") and the Chairperson of the Executive Committee of State's Attorneys ("Chairperson"). Contractor's work will be performed to the satisfaction of the Director and the Chairperson. Contractor's relationship with the State shall be that of attorney and client, respectively, subject to the Vermont Rules of Professional Conduct. Contractor's work shall include but not be limited to:

- As directed, investigating potential civil violations of Vermont campaign finance law and possible related criminal violations of Vermont law, including interviewing witnesses, obtaining documentary or electronic evidence, reviewing such evidence and, if necessary, with the advice and consent of the Director or Chairperson, drafting legal process, subpoenas, warrants, or pleadings.
- As directed, drafting and producing a report detailing investigative findings.
- As directed, providing legal advice regarding investigative findings.
- As directed, attending and participating in meetings with the State.
- As directed, appearing in court on matters related to the investigative report.

In addition to the insurance requirements listed in Attachment C, paragraph 7, Contractor shall provide a certificate of insurance to show that it has professional liability coverage in an amount not less than \$1,000,000 combined single limit.

Contractor's work will principally be performed by Attorney Thomas A. Little and, when performed by a Contractor employee other than Thomas A. Little, will be performed under the supervision of Attorney Thomas A. Little. The State reserves the right to require that certain investigative and reporting tasks be performed personally by Thomas A. Little and not any other employee, agents, or designee of the Contractor.

**ATTACHMENT B
PAYMENT PROVISIONS**

The State shall pay Contractor a sum not to exceed \$60,000.00. The maximum dollar amount payable under this contract is not intended to guarantee any amount of payment under this contract. The Contractor will be paid at the allowable rates for services actually performed and expenses as stated below up to the maximum allowable amount.

1. Contractor may bill at a rate not to exceed \$150/hour for the work of Attorney Thomas Little.
2. Contractor may bill at a rate not to exceed \$75/hour for an associate attorney employed by Contractor.
3. Contractor may bill at a rate not to exceed \$25/hour for the work of support staff.
4. Contractor shall be reimbursed for reasonable and necessary expenses incurred in the performance of this contract in accordance with reimbursement paid to State employees, subject to rules promulgated by the State Secretary of Administration and Department of Human Resources, and not to exceed \$15,000.00.
5. Contractor shall provide the Executive Director of the Department of State's Attorneys & Sheriffs with written itemized monthly invoices for hours work and expenses incurred. Payment terms shall be net 30 days.

ATTACHMENT C: STANDARD STATE PROVISIONS

May 2015 Revision

FOR CONTRACTS AND GRANTS

1. **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.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **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.
4. **Appropriations:** 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.
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, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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.

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.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.
7. **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 the 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.

General Liability and Property Damage: With respect to all operations performed under the contract, 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 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted

in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. **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.
11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 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. Party further agrees to include this provision in all subcontracts.
12. **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.
13. **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. Party certifies under the pains and penalties of perjury that, as of the date the 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. 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. 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.
14. **Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
 - a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. **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 also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
16. **No Gifts or Gratuities:** Party shall not give title or possession of any thing 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.
17. **Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
18. **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>
19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
20. **Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
21. **Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
22. **Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

State of Vermont

Department of Finance & Management
109 State Street, Pavilion Building
Montpelier, VT 05620-0401

Agency of Administration

[phone] 802-828-2376
[fax] 802-828-2428

MEMORANDUM

TO: Justin Johnson, Michael Clasen

FROM: Heather Campbell

RE: Sole Source Request from State's Attorneys & Sheriffs for Little & Cicchetti, P.C.

DATE: 5/20/15

This sole source waiver request from the State's Attorneys is for a \$75,000 contract with Little & Cicchetti, P.C. to provide specialized legal services to investigate potential civil violations of Vermont Campaign Finance law and related criminal violations. Mr. Little has been appointed to this position by the Governor pursuant to 3 VSA § 5 and 17 VSA § 2904. Mr. Little has substantial experience, immediate availability, and reasonable rates.

I recommend approval of this Sole Source Waiver.



MAY 20 2015

