STATE OF VERMONT CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, State Auditor's Office, (hereinafter called the "Auditor") and McSoley McCoy & Co., with a principal place of business in South Burlington, Vermont (hereinafter called the "Contractor") that the contract between them originally dated as of July 1, 2018, Contract # 35793, as amended to date, (hereinafter called "Contract") is hereby amended as follows:

- I. <u>Maximum Amount</u>. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$88,900 to \$81,900, representing a decrease of \$7,000.
- II. <u>Contract Term</u>. The Contract end date, wherever such reference appears in the Contract, shall remain unchanged.
- III. Attachment A, Scope of Services. The scope of services shall remain unchanged.
- IV. Attachment B, Payment Provisions. The payment provisions are amended as follows: The cost for each of the six (6) audits for year ending June 30, 2017 (audit performed in SFY18) and the cost for each of the eight (8) audits for year ending June 30, 2018 (audit performed in SFY19), for a total of fourteen (14) audits, will be reduced by \$500 each, a total reduction of \$7,000. This reduction will be realized by deducting \$2334/\$2333/\$2333 respectively, from the last three invoices issued for Audit year 2018 (invoiced in SFY19). This reduction addresses noncompliance with the original contract's statement of work that stipulated audits of the 14 County Sheriff's Departments shall be conducted in accordance with generally accepted Government Auditing Standards.
- V. <u>Attachment C, Standard State Provisions for Contracts and Grants</u>. To remain in effect as negotiated in the original contact.
- VI. <u>Taxes Due to the State</u>. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor 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.

Revision Date: 12/12/2018

VII. Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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. Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at:

http://bgs.vermont.gov/purchasing-contracting/debarment

This document consists of two (2) pages. Except as modified by this Amendment No. 1 all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT	CONTRACTOR NAME
By:	By: Sm How
Name: Andrew Stein	Name: Tom Stretton
Title: Deputy VT State Auditor	Title: Partner
Date:	Date: 1/8/19