

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
SHIPMAN & GOODWIN LLP**

This Amendment ("Amendment") is made by and between the STATE OF CONNECTICUT, acting by its ATTORNEY GENERAL, William Tong, duly authorized pursuant to Section 3-125 of the Connecticut General Statutes, with an office at 165 Capitol Avenue, Hartford, CT 06106 and SHIPMAN & GOODWIN LLP, acting by Morgan Paul Rueckert, Partner, with its principal place of business at One Constitution Plaza, Hartford, CT 06103 (hereinafter referred to as the "CONTRACTOR")

WHEREAS, the State and Contractor entered into a Professional Services Agreement (the "Agreement") dated August 21, 2023 to serve as outside legal counsel to the Office of the Governor ("OTG") and other state agencies;

WHEREAS, the State desires to amend the scope of services to include investigations into OTG employee(s) conduct regarding the use of state vehicles and compliance relevant State statutes, regulations and policies; and

WHEREAS, the Contractor is willing to perform such services under the terms and conditions of the Agreement as modified by this Amendment;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Amendment to Scope of Services

Section 1 of the Agreement, "Scope of Services," is hereby amended to include the following:
















The Contractor shall perform investigations into allegations of state employee (s) misconduct involving the use of state vehicles and potential violations of the Department of Administrative Services ("DAS") General Letter 115 - Use of Vehicles for State Business State General Letter 115 ("GL 115") and other relevant policies, statues, or regulations.

Such investigations may include, but are not limited to:

- 1. Reviewing relevant records, including logs, mileage reports, and associated documentation;*
- 2. Conducting interviews with witnesses and the subject(s) of the investigation; and*
- 3. Preparing detailed findings and reports summarizing the investigation, including evidence gathered, conclusions, and any recommendations for further action.*

2. Compensation and Reimbursement

Section 3 “Compensation and Reimbursement” subsection 3.1 (a), is hereby amended to update the hourly rate schedule effective 1/1/2025 as follows:

	Through 12/31/2023	Effective 1/1/2024	Effective 1/1/2025
(a) Morgan Paul Rueckert			
(b) Elizabeth Buchanan			
(c) Kelsey Scarlett			
(d) Paralegal			
(e) Lit. Support Specialist			

3. Nondiscrimination

Section 14 “Nondiscrimination” 14.1, Subsection (b) (1), is hereby amended to update language to include “status as a victim of domestic violence” as follows:

- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with

each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

4. No Other Changes

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the dates set forth below.

Shipman & Goodwin LLP



Name: Morgan Paul Rueckert

Title: Partner

Date: 12/10/2024

State of Connecticut



Name: William Tong

Title: Attorney General

Date: December 10, 2024