

**CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made as of the 23<sup>rd</sup> day of December, 2014  
in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands,  
DEPARTMENT OF PROPERTY AND PROCUREMENT, on behalf of the Virgin Islands  
Bureau of Corrections (hereinafter referred to as "Government"), and Kim Lyons, whose address  
is P.O. Bo72, Frederiksted, V.I. 00841 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to assist the Bureau of Corrections in maintaining compliance records, tracking dates, events, and deadlines for compliance with various tasks set by Court appointed expert, the monitoring team, and District Courts of the Virgin Islands, all of which duties and responsibilities are more particularly described in Addendum I (Scope of Work) attached hereto; and

WHEREAS, the Contractor represents that she is willing and capable of providing such services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. **SERVICES**

The Contractor will provide the services described in Addendum I, (Scope of Services) attached hereto and made a part of the Contract.

2. **TERM**

This contract shall commence upon execution by the Governor of the Virgin Islands, and shall terminate one year thereafter

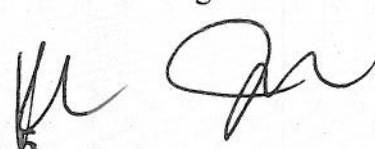
3. **COMPENSATION**

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services) agrees to pay the Contractor an amount not to exceed Sixty Thousand Dollars and 00 Cents (\$60,000.00) per year as set forth in ADDENDUM II (Compensation) attached hereto and made a part of this Contract.

4. **RECORDS**

Contractor, including its employees and sub-Contractors, shall maintain all books, documents, papers, medical records, charges, complaints, hearings, disciplinary records, and all records which a correctional institution is required to make and keep, and bring to the attention of Government. Such records shall be kept in each inmate file and turned over to government at the expiration of this Contract.

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5. **TRAVEL EXPENSES**

In addition to the compensation for services as specified in Paragraph 3 above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract. However, such costs and expenses shall not exceed \_\_ (NOT APPLICABLE).

6. **PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to professionals doing business in the United States Virgin Islands.

7. **DOCUMENTS, PRINTOUTS, ETC.**

All documents, books, records, and instructional materials, programs, printouts, and memoranda of every description derived there from and pertaining to this Contract shall become the property of the Government and shall be turned over to the Government at the termination of this contract. The above described materials shall not be used by Contractor or by any person or entity except upon written permission of the Government.

8. **LIABILITY**

Nothing in this Contract shall be construed to impose any liability upon Government persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

9... **INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney's fees) and causes of action of whatsoever character which the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

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**10. ASSIGNMENT**

The Contractor shall not subcontract nor assign any part of the services under this contract without the prior written approval of the Government.

**11. INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

**12. GOVERNING LAW**

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction is exclusive in the United States Virgin Islands.

**13. WAIVERS AND AMENDMENTS**

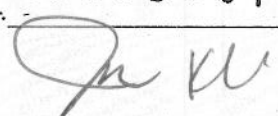
No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representative, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

**14. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this Contract, are merged herein.

**15. RIGHT TO WITHHOLD**

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as the Government may deem ample to protect it against loss or to assure payment of claims arising there from, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold. No such withholding or application shall be made by the Government if and while Contractor gives satisfactory assurance to the Government that such claims will be paid by the Contractor or its insurance carrier, if applicable, in the event that such contest is not successful.

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**16. TERMINATION**

Either party shall have the right to terminate this Contract with or without cause on fourteen (14) days written notice to the other party specifying the date of termination.

**17. CONDITION PRECEDENT**

This Contract shall be subject to the availability of funds appropriated for such purpose and to the approval of the Governor of the Virgin Islands.

**18. PARTIAL TERMINATION**

The performance of work under this Contract may be terminated by the Government in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the fourteen (14) days' notice.

**19. NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

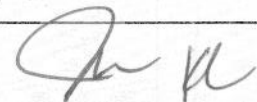
**20. CONFLICT OF INTEREST**

(a) Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.

(b) Contractor further covenants that it is:

(1) Not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensation on a salary, fee or contractual basis); or

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(2) A territorial officer or employee and, as such, has:

(i) familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;

(ii) Not made, negotiated or influenced this contract, in its official capacity;

(iii) No financial interest in the contract as that term is defined in section 1101, (1) of said Code chapter.

## 21. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

## 22. EFFECTIVE DATE

This contract is expressly subject to the appropriation of funds and the effective date of this Contract is upon the signature of the Governor.

## 23. NOTICE

Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT:

Government Lynn A. Millin-Maduro, Esq., Commissioner  
Department of Property and Procurement  
Sub Base, Building No. 1  
St. Thomas, VI 00802  
And

Julius Wilson, Director  
Bureau of Corrections  
Route 1, P.O. Box 9955  
Kings Hill, VI 00851

CONTRACTOR:

Kim Lyons  
P.O. Box 72  
Frederiksted, V.I. 00841

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**24. LICENSURE**

The Contractor covenants that it has obtained all of the applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code.

**25. NOTICE OF FEDERAL FUNDING**

Contractor acknowledges that this Contract may be funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

**26. DEBARMENT CERTIFICATION**

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The contractor shall include this provision in each of its sub-contracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT." In the event the contractor or sub-contractor misrepresents its eligibility to receive contract awards using federal funds, the contractor or sub-contractor agrees that it shall not be entitled to payment for any work performed under this contract or sub-contract and that the contractor or sub-contractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

**27. OTHER PROVISIONS**

**ADDENDUM I** (Scope of work) and **ADDENDUM II** (Compensation) attached hereto are a part of this Contract and are incorporated herein by reference.

**IN WITNESS WHEREOF**, the parties intending to be legally bound have hereunto set their hands on the day and year first above written.

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WITNESS:

GOVERNMENT OF THE VIRGIN ISLANDS

Lisa Hill

Lynn Millin-Maduro  
Lynn Millin-Maduro, Esq., Commissioner  
Department of Property & Procurement

12/15/14  
Date

BUREAU OF CORRECTIONS

Henry Polite

Julius Wilson  
Julius Wilson, Director  
Bureau of Corrections

11/6/14  
Date

Bonif Thomas

CONTRACTOR  
Kim Lyons  
Kim Lyons

11/06/14  
Date

APPROVED:

John P. de Jongh, Jr.  
John P. de Jongh, Jr.  
Governor of the Virgin Islands

12/23/14  
Date

Approved as to legal sufficiency at the V.I. Department of Justice:

Nadja D. Hawgan

Date: 12/16/14

M.E.D. No. \_\_\_\_\_

Account Code No. \_\_\_\_\_

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JM