

## CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the 2nd day of September, 2015, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, through its **DEPARTMENT OF PROPERTY AND PROCURMENT** on behalf of the **DEPARTMENT OF AGRICULTURE** (hereinafter referred to as "Government") and the **ANIMAL CARE CENTER OF ST. JOHN, INC.** a non-profit corporation of the Virgin Islands (hereinafter referred to as "CENTER").

### WITNESSETH:

**WHEREAS**, the Government, pursuant to Title 14, Chapter 7, Sections 181-185 and Title 19, Chapter 66, Sections 2601-2623 (amended) of the Virgin Islands Code, has enacted ordinances which prohibit the running at large of livestock, dogs, and other animals; provided for the licensing of dogs and make other provisions to promote the health, welfare, and safety of humans and animals; and

**WHEREAS**, Title 19 of the Virgin Islands Code, Section 2603 provides that the Commissioner of Agriculture shall administer the laws relating to the control of animals running at large and in effectuating his powers thereunder may among other things assist and cooperate with humane societies and designate agents and employees of such societies to act as animals wardens; and

**WHEREAS**, the Government requires the services of a contractor to issue dog licenses, to impound all animals coming into its control and custody as a result of violations of the animal regulations and to place or humanely dispose of such animals as come into its control; and

**WHEREAS**, the Government also requires the services of a contractor to engage in the seizure, impoundment, shelter, reclaiming or other disposition of animals running at large on the island of St. John; and

**WHEREAS**, the Center has represented that it is willing and capable of providing the services required by the Government; and

**WHEREAS**, the Government and the Center deem it advisable and in the interest of the general public's welfare to enter into an Agreement pursuant to the aforementioned provisions of law;

**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 Center will provide the services described in Addendum I (Scope of Work) attached hereto and made a part of this contract. The Government shall further assist the Center as described in Addendum III (Appointment of Animal Wardens/Adoption of Animals) attached hereto and made part of this contract.

**2. TERM**

This Contract shall commence upon the execution by the Governor of the United States Virgin Islands, and shall terminate after twelve (12) consecutive months, thereafter.

**3. COMPENSATION**

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay the Center the sum of no more than Twenty-One Thousand Four Hundred Eighty-Seven Dollars and No Cents (\$21,487.00) per annum payable in quarterly installments, and in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

**4. TRAVEL EXPENSES**

The Government will not be liable for any travel and/or related expenses.

**5. RECORDS**

The Center, when applicable, will present documented, precise records of time and/or money expended under this Contract.

**6. PROFESSIONAL STANDARDS**

The Center agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

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

All documents, books, records, instructional materials, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government. The above described materials shall not be used by the Center or by any other person or entity except upon the written

permission of the Government.

#### **8. LIABILITY OF OTHERS**

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

#### **9. ASSIGNMENT**

The Center shall not subcontract or assign any part of the services under this Contract without the prior written approval of the Government.

#### **10. INDEMNIFICATION**

The Center agrees to investigate, defend and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (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 the Center under this Contract and arising from any cause, except the sole negligence of the Government. The Center shall fully inform all persons using or being upon the said premises, or dealing there at, of the non-liability of the Government for any act or neglect of the Center by posting an adequate number of notices to that effect in, about or on said premises in plain view at eye level. The Center shall, at its own expense, carry insurance for the benefit of and to protect itself against all claims, demands, causes of action, judgments, and from all expenses that may be incurred in investigating or resisting the same.

#### **11. INDEPENDENT CONTRACTOR**

The Center 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 representatives, and specify with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment of any 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, the Government will have the right to withhold out of any payment due to the Center, such sums as the Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, 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 Center 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 the Center gives satisfactory assurance to the Government that such claims will be paid by the Center or its insurance carrier, if applicable, in the event that such contest is not successful.

The Center shall have the right to withhold the provision of services, as outlined in the attached Addendum I (Scope of Work), if the Government fails to compensate the Center as provided for in Item 3 above, and the attached Addendum II (Compensation).

### **16. CONDITION PRECEDENT**

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

### **17. TERMINATION**

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Either party will have the right to terminate this Contract with or without cause on ten (10) days written notice to the other party specifying the date of termination.

**18. PARTIAL TERMINATION**

The performance of work under this Contract may be terminated by either party in part, whenever either shall deem such termination advisable. This partial termination shall be effected by delivering to the Center or Government, 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 Center shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the ten (10) day 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) The Center 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) The Center 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 Legislature, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or

(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. EFFECTIVE DATE**

The effective date of this Contract is the signature date of the Governor.

**22. 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:**

**Randolph N. Bennett**  
Commissioner Designee  
VI Department of Property and Procurement  
# 8201 Sub Base, 3<sup>rd</sup> Floor  
St. Thomas, VI 00802

**Carlos Robles**  
Commissioner Designee  
Virgin Islands Department of Agriculture  
RR 1 Box 10345, Kingshill  
St. Croix, VI 00850

**CENTER:**

**ANIMAL CARE CENTER OF ST. JOHN, INC.**  
**ATTN: Lucy Banks, President**  
300 Estate Enighed  
PO BOX 429  
St. John, VI 00831

**23. LICENSURE**

The Center covenants that it has:

- (a) obtained all of the applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

**24. WARRANTY OF NON-SOLICITATION**

The Center expressly warrants that it has employed no person to solicit or obtain this contract on its

behalf, or to cause or procure the same to be obtained upon compensation in any way, contingent, in whole or in part, upon such procurement, and that it has not paid, or promised or agreed to pay any person, in consideration of such procurement, or in compensation for services in connection therewith any brokerage, commission, or percentage upon the amount received by it hereunder; and that it has not, in estimating the contract price demanded by it included any such by reason of such brokerage, commission or percentage; and that all monies payable to it hereunder are free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this contract.

Breach of the warranty shall give the Government the right to terminate this Contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fees.

## **25. DEBARMENT CERTIFICATION**

By execution of this Contract, the Center 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 Center shall include this provision in each of its subcontractors hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Center or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Center or subcontractor agrees that it shall not be entitled to payment for any work performed under this Contract or any subcontract and that the Center or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

## **26. FALSE CLAIMS**

The Center 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. The Center acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

## **27. NOTICE OF FEDERAL FUNDING**

The Center acknowledges that this Contract may be funded, in whole or in part, by federal funds. The

Center warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent.

The Center acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

**28. OTHER PROVISIONS**

Addendum I (Scope of Work), Addendum II (Compensation) and Addendum III (Appointment of Animal Wardens/Adoption of Animals) attached hereto are a part of the contract and are incorporated herein by reference.

**29. OTHER PROVISIONS**

Based upon written approval by a veterinarian certified by the Department of Agriculture pursuant to Title 19 of the Virgin Islands Code, section 2301, visiting veterinarians (as defined as veterinarians who reside outside of the U.S. Virgin Islands) licensed to practice veterinary medicine in the respective jurisdictions, shall be authorized by the parties herein to perform serviced under the Contract.




IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

**WITNESSES:**

**GOVERNMENT OF THE VIRGIN ISLANDS**



Carlos A Robles Date 5/20/15  
**CARLOS ROBLES**  
Commissioner Designee  
Virgin Islands Department of Agriculture



Randolph N. Bennett Date 7/27/15  
**RANDOLPH N. BENNETT**  
Commissioner Designee  
Department of Property & Procurement

**CONTRACTOR:**

**Animal Care Center of St. John, Inc.**

Shelley L. Linder  
Sec.

Lucy Banks Date 5/8/15  
**LUCY BANKS, President**  
Animal Care Center of St. John, Inc.  
(Corporate seal if Center is Cooperation)

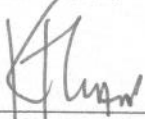
On this 8th day of May, 2015, Lucy Banks, the President of the Animal Care Center of St. John Inc., personally appeared before me, the undersigned Notary and acknowledged herself to be the President of the Animal Care Center of St. John, Inc. and foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nakira Daniel  
NOTARY PUBLIC

NOTARY PUBLIC  
Name: Nakira Y. Nesbitt-Daniel  
My Commission Exp February 10, 2016  
NP Commission # NP-13-12  
St. Thomas/St. John, U.S.V.I

APPROVED:

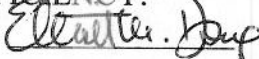


DATE: 09-02-15

KENNETH E. MAPP

GOVERNOR OF THE U.S. VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY:

DEPARTMENT OF JUSTICE BY: 

DATE: 8.3.15

MED NO.

Date

ACCOUNT CODE NO.

CONTRACT NO. PC08300A15