

DEPARTMENT OF JUSTICE  
OFFICE OF THE  
ATTORNEY GENERAL  
2015 MAR 25 AM 9:47

## CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the 30<sup>th</sup> day of March, 2015 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 Office of the Governor, (hereinafter referred to as "Government") and MAE LOUISE WILLIAMS (hereinafter referred to as "Contractor").

### WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to assist the Office of the Governor's Protocol Unit with the planning and execution of community events, activities and outreach efforts as a Special Projects Coordinator; 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 this contract.

#### 2. TERM

The term of the contract shall commence upon the execution of this contract by the Governor and shall terminate on January 21, 2016. It is agreed that this Contract shall not be deemed a retainer agreement. Contractor shall be responsible for performing the specific services described in Addendum I during the term of the Contract.

Upon mutual agreement, the parties shall have the option to extend the term of the contract annually for up to two years.

### **3. COMPENSATION**

The Government, in consideration of the satisfactory performance by the Contractor of the services described in Addendum I (Scope of Work), agrees to pay the Contractor the sum not to exceed SIXTY-FIVE THOUSAND HUNDRED DOLLARS, (\$65,000.00) per annum.

### **4. TRAVEL EXPENSES**

The Government shall pay Contractor for travel expenses incurred in performance of the duties detailed in Addendum I for a sum not-to-exceed ONE THOUSAND DOLLARS (\$1,000.00).

### **5. RECORDS**

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

### **6. PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to her profession and to consultants doing business in the United States Virgin Islands. Except for this express limited warranty, Contractor makes no representations or warranties, express or implied, statutory or otherwise, with respect to the services to be provided under this agreement.

### **7. INVOICES**

Contractor shall submit invoices documenting her time and services provided. Contractor's invoices shall be subject to review and approval by the Government. The Government shall make payment on all approved invoices. All invoices shall be approved and paid, or returned to the Contractor with objections, within THIRTY (30) days of receipt by the Government.

### **8. DOCUMENTS, PRINTOUT, ETC.**

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property the Government and shall be turned over to it at the termination of this Contract. The above described materials shall be used by Contractor or by any other person or entity except upon the written permission of the government. Notwithstanding anything herein to the contrary,

contractor shall not be liable in the event the above described material is used by a third party without the Contractor's knowledge and without participation by the Contractor.

#### **9. LIABILITY OF OTHERS**

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.

#### **10. ASSIGNMENT**

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

#### **11. INDEMNIFICATION**

Contractor agrees to indemnify the Government against any and all loss, damage, liability, claims, demands, detriments, costs, 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 the Government.

#### **12. 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.

#### **13. GOVERNING LAW**

The laws of the United States Virgin Islands shall govern this Contract and jurisdiction is exclusive in the United States Virgin Islands.

#### **14. 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.

#### **15. ENTIRE AGREEMENT**

This Contract and the addenda attached hereto constitute 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.

#### **16. 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 therefrom and, at its option, the Government may apply such sums in such manner as the Government may deemed 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 a cause of action giving rise to a potential loss or claim against the Government is not successful.

#### **17. CONDITION PRECEDENT**

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

## **18. TERMINATION**

Either party will 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.

## **19. PARTIAL TERMINATION**

The Government may terminate the performance of work under this Contract 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) day notice.

## **20. 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, national origin or handicap.

## **21. CONFLICT OF INTEREST**

- (a) Contractor covenants that she 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 she 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
  - (2) A territorial officer or employee and, as such, has:
    - (i) Familiarized herself 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 her official capacity;
- (iii) No financial interest in the contract as that term is defined in section 1101, (1) of said Code chapter.

(c) Contractor agrees and submits that her engagement to conduct business or act as facilitator with various persons, entities or organization shall not conflict with her obligations under this contract pursuant to the provisions of this contract and that she shall conduct business independent from any influence of her obligations under this contract.

## 22. EFFECTIVE DATE

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

Cecelia Milliner-Emmanuel  
Acting Commissioner  
Department of Property & Procurement  
Sub Base, Building No. 1  
St. Thomas, Virgin Islands 00802

Office of the Governor  
Mr. Randolph Knight  
Chief of Staff  
21-22 Kongens Gade  
St. Thomas, Virgin Islands 00802

Contractor

Mae Louise Williams  
P.O. Box 3063  
Kingshill, VI 00851-3063

## **24. LICENSURE**

The Contractor covenants that she 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 herself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

## **25. DEBARMENT CERTIFICATION**

By execution of this contract, the Contractor certifies that she is eligible to receive contract awards using federally appropriated funds and she has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of her sub-contracts hereunder and shall furnish her sub-contractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT." In the event the Contractor or Sub-Contractor misrepresents their eligibility to receive contract awards using federal funds, the Contractor or Sub-Contractor agrees that they shall not be entitled to payment for any work performed under this contract or sub-contract and that the Contractor sub-Contractor shall promptly reimburse the Government of the Virgin Islands for any progress payment heretofore made. If, during the term of this contract, the Contractor shall become ineligible to receive contract awards using federal funds, this contract shall be terminated forthwith for cause and the Contractor shall not be entitled to payment for any work performed under this contract or sub-contract after the effective date of such ineligibility.

## **26. FALSE CLAIMS**

Contractor warrants that she 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, know 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.

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

Contractor acknowledges that this Contract may be funded, in whole or in part, by federal funds. Contractor warrants that she 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.

## 28. OTHER PROVISIONS

The Addenda attached hereto are a part of the Contract and are incorporated herein by reference.

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

### WITNESSES:

[Signature]

Lisa Hill

[Signature]

### GOVERNMENT OF THE VIRGIN ISLANDS

[Signature] 03/10/15  
Randolph Knight, Date

Chief of Staff  
Office of the Governor

[Signature] 3/24/15  
Cecelia Milliner-Emmanuel Date

Acting Commissioner  
Department of Property & Procurement

[Signature] 2/26/15  
Mae Louise Williams Date

### APPROVED:

[Signature] 3/30/15  
GOVERNOR OF THE VIRGIN ISLANDS  
Kenneth E. Mapp

### APPROVED AS TO LEGAL SUFFICIENCY DEPARTMENT OF JUSTICE

By: [Signature] 3/30/15  
Nadja Harrigan Date  
Assistant Attorney General

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**ADDENDUM I  
(SCOPE OF SERVICES)**

The Contractor will provide the following services:

- Assist the Office of the Governor's Protocol Unit in the planning and execution of community events, activities, and outreach efforts;
- Assist in the planning of major Government House initiatives;
- Assist with the review and updating of the Governor's standard guest list; and
- Perform other duties as deemed necessary by the Protocol Director.

**ADDENDUM II  
(COMPENSATION)**

The Government shall compensate the Contractor in an amount not to exceed SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00) PER ANNUM for services rendered as specified in Addendum 1.

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