

**AMENDMENT NO. 1  
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is made on the 28<sup>th</sup> day of September, 2016 in the Territory of the Virgin Islands, by and between the GOVERNMENT OF THE VIRGIN ISLANDS, Bureau of Economic Research, Office of the Governor (hereinafter referred to as "Government") located at 21-22 Kongens Gade, St. Thomas, U.S. Virgin Islands, 00802 acting through the Department of Property and Procurement, and John Mullin and Zenia Kotval d/b/a Mullin Associates, (hereinafter referred to as the "Contractor") located at 206 North Valley Road, Pelham, MA 01002.

Both parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

**WITNESSETH:**

**WHEREAS**, pursuant to Contract No. P018BERT16 approved by the Governor on January 16<sup>th</sup>, 2016, the GOVERNMENT contracted with to update the 2010-2011 USVI Living Wage Standard and Policy Recommendations for implementation of a Living Wage mandate.

**WHEREAS**, the Government is in need of the services of a Contractor to measure direct return on investment for such spending is difficult to calculate, and profits are not expected, efficiencies and performance measures are in the spotlight. Citizens expect a decent level of services from their governments and the private sector economy is reliant on government-funded services. The role of governments is to provide basic services to their citizenry. Health and Education are two such mandates.

**WHEREAS**, local government budget revenue comprise of taxes levied on local residents (property, income and sales tax), user fees, corporate taxes, State aid and federal grants. Expenditures mandated by law include education, health and safety, and basic public infrastructure and utilities (transportation networks, water, sewer, power). In addition to these basic mandates it is expected that government will support private enterprise by creating a business friendly environment and providing services necessary for private enterprise to survive and thrive within the local economy.

**WHEREAS**, the contract pursuant to its terms will expire on December 31, 2016 and

**WHEREAS**, the parties desire to amend the Contract to include additional services to the scope of work; which will require additional compensation

**NOW THEREFORE**, for mutual and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the parties hereto agree as follows:

Jh JM


**TERMS AND CONDITIONS**

The Contract, is hereby amended as follows:

- 1. Paragraph 2. Term is hereby amended to terminate on **September 30, 2017**; and
- 2. Paragraph 3. Compensation is hereby amended from \$116,800.00 to **add \$115,000.00 for a total compensation of \$231,800.00**.
- 3 Except as expressly amended in this Amendment of Professional Services Contract, all terms of the Contract (**P018BERT16**), remain in full force and effect.

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

**WITNESS:**

Annie E. Best  


**GOVERNMENT OF THE VIRGIN ISLANDS**

by: Bernadette V.M. Melendez 7/22/16  
 Bernadette V.M. Melendez, Director Date  
 Bureau of Economic Research

by: Randolph N. Bennett 8/15/16  
 Randolph N. Bennett, Commissioner Date  
 Department of Property and Procurement

**WITNESS:**

John Mullin  


**CONTRACTOR**

by: John Mullin 7/15/16  
 Dr. John Mullin Date  
 Principal

**APPROVED:**

Kenneth E. Mapp  
 Honorable Kenneth E. Mapp  
 Governor of the Virgin Islands

09-28-16  
 Date

Approved as to Legal Sufficiency  
Department of Justice by:

Marie Perrot 9/13/2016  
 Date