

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the 1st day of February, 2017 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 LISA POSEY (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 with the promotion, in the National Media, of the Administration's progress and achievements and to create national awareness of the business opportunities in the U.S. Virgin Islands;

WHEREAS, the Contractor represents that it 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 on February 1, 2017, and shall terminate on January 31, 2018 unless sooner terminated in accordance with Paragraph 18 (Termination). 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 one year.



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 DOLLARS, (\$65,000.00) *per annum*.

4. TRAVEL EXPENSES AND OTHER COSTS

Inclusive to the compensation for promotion and marketing services as specified in Paragraph 2 above, the Government shall pay Contractor for the reasonable and documented expenses of transportation, meals and lodging incurred in performance of the duties detailed in Addendum I, and for travel which have been authorized in writing in advance by the Government for a sum not-to-exceed FIFTEEN THOUSAND DOLLARS (\$15,000.00) subject to compliance with the Government's travel policies. Travel expenses shall be paid out, in advance or reimbursed, in an amount not greater than that applicable to noncontract employees of the Government of the Virgin Islands unless otherwise agreed. The Government will also reimburse any necessary and reasonable costs for photocopies, courier services, long distance calls, and postage. Extraordinary expenses shall only be incurred with the prior written approval of the Government.

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 his 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 monthly reports documenting its 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.

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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 and hold harmless 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 without regard to conflict to conflict of laws principles. Jurisdiction is exclusive in the United States Virgin Islands, and any and all suits for the enforcement of this agreement or arising from any breach of this agreement shall be filed and maintained in a court of competent jurisdiction 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 THIRTY (30) days written notice to the other party specifying the date of termination. In the event of termination by the Government, the Contractor shall be entitled to compensation for the fiscal year in which the termination occurs, of fees and expenses incurred up to and including the date of termination. Upon termination of this Contract, the Government may require Contractor to return to the Government any property made available for its use during the term of this Contract and any documents in its files for which payment was received for services rendered.

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 THIRTY (30) 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 neither it nor any of its officers have an 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 neither it nor any of its officers 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 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.
- (c) Contractor agrees and submits that its engagement to conduct business or act as facilitator with various persons, entities or organization shall not conflict with its obligations under this contract pursuant to the provisions of this contract and that it shall conduct business independent from any influence of its 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

Timothy Lake
Acting Commissioner
Department of Property & Procurement
Sub Base, Building No. 1
St. Thomas, Virgin Islands 00802

Office of the Governor
Ms. Rochelle Corneiro
Deputy Chief of Staff
21-22 Kongens Gade
St. Thomas, Virgin Islands 00802

Contractor

LISA POSEY
4003 Montaigne Way
Palos Verdes Peninsula, CA 90274

24. LICENSURE

The Contractor 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.

25. DEBARMENT CERTIFICATION

By execution of this contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and 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 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 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, 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 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.

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:

GOVERNMENT OF THE VIRGIN ISLANDS

[Signature]

[Signature] 2/3/17
Date

Rochelle Corneiro
Deputy Chief of Staff
Office of the Governor

Leah L. Diol

[Signature] 6 Feb 17
Date

Timothy Lake
Acting Commissioner
Department of Property & Procurement

Elise O. Posey

[Signature] 2/1/17
Date

Lisa Posey

APPROVED:

[Signature]
GOVERNOR OF THE VIRGIN ISLANDS
Kenneth E. Mapp

02-9-17.
Date

**APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE**

By: [Signature] 2/9/2017
Date

[Signature]