

**CONTRACT FOR PROFESSIONAL SERVICES**

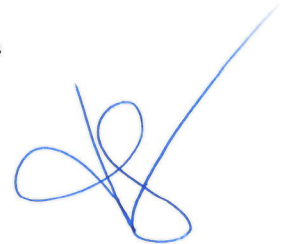
THIS AGREEMENT made as of the 20<sup>th</sup> day of February, 2017 in the Territory of the Virgin Islands, by and between the GOVERNMENT OF THE VIRGIN ISLANDS, Department of Property and Procurement on behalf of the Virgin Islands Department of Justice (hereinafter referred to as "Government" or "DOJ") and the Terri Griffiths, Esq. (herein referred to as "Contractor" or "Attorney Griffiths") with an address at 1101 Frederiksberg Gade, P.O. Box 8647, St. Thomas, VI 00801.

**WITNESSETH:**

**WHEREAS**, the Government is in need of the services of a Contractor to assist the Department of Justice by providing expert and specialized legal representation in connection with the *United States of America v. The Territory of the Virgin Islands and the Virgin Islands Police Department*, Civil No. 3:08-CV-158, District Court of the Virgin Islands, Division of St. Thomas & St. John ("the Consent Decree") filed in the U.S. District by United States of America against the Government, specifically, the Virgin Islands Police Department ("VIPD") regarding deficiencies within the VIPD; and

**WHEREAS**, pursuant to Title 3 V.I.C. § 114(6), the Attorney General of the Virgin Islands shall appear for and represent the Executive Branch of the Virgin Islands Government in all legal proceedings; and

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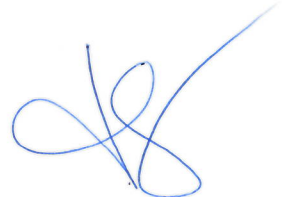
**WHEREAS**, in accordance with subsection (5) of Title 3 V.I.C. § 114, the Attorney General may “employ such skilled experts . . . or specially qualified persons as he deems necessary to aid in the preparation or trial of actions or proceedings”; and

**WHEREAS**, Attorney Griffiths represents that she is specially qualified and is willing and capable of providing such services, and accepts the Government’s appointment as Special Assistant Attorney General pursuant to Title 3 V.I.C. § 114(5) and the terms of this Contract to represent the Government in the VIPD Consent Decree matter.

N O W, T H E R E F O R E, 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. **SCOPE OF SERVICES**

The Attorney will represent the Government in the matter *United States of America v. The Territory of the Virgin Islands and the Virgin Islands Police Department*, Civil No. 3:08-CV-158, District Court of the Virgin Islands, Division of St. Thomas & St. John. Such representation shall include attending monthly meetings, summits or other meetings with Virgin Islands Police Department (“VIPD”), the United States Department of Justice (“USDOJ”) and/or the



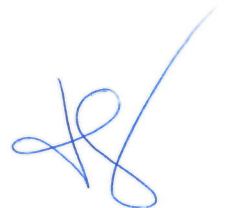
Independent Monitoring Team ("IMT"); reviewing policies, directives, IMT's quarterly report, USDOJ's quarterly and monthly reports and other documents relating to the Consent Decree; assisting the VIPD with the preparation of monthly and quarterly reports; filing monthly and quarterly reports and all necessary and appropriate motions with the Court and appearing at all status conferences, quarterly hearings and any other hearing scheduled by the Court. The Attorney shall provide monthly status reports to the DOJ and, upon the request of the Attorney General, provide the Attorney General with information, or briefing regarding any matter pertaining to the Consent Decree.

2. **TERM**

This Contract will be legally binding and in effect for a one-year term commencing on February 20, 2017 (the "Commencement Date") and ending February 19, 2018. The Contract may be extended by the Government for up to two (2) successive one (1) year terms.

3. **COMPENSATION**

(a) In consideration of the satisfactory performance of the services described in Section 1 herein and Addendum I (Scope of Services) to this Contract and in accordance to the provisions of Addendum II (Compensation) to this Contract, the parties agree that the professional fees will be capped at



One-hundred Twenty-five Thousand Dollars (\$125,000.00) during the one-year term of the Contract following the Commencement Date of the Contract.

(b) The Attorney will provide the DOJ and VIPD with invoices for her services and expenses pursuant to Addendum II.

(c) The Attorney will pay all withholding taxes, social security taxes and any other taxes related to the performance of the services under this Contract for herself and her employees.

4. **TRAVEL EXPENSES**

Included in the compensation for services as specified in Paragraph 3(a) 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 in accordance with Addendum II (Compensation) to this Contract. These costs shall be advanced as agreed to by an addendum to this Contract in an amount not to exceed five thousand dollars and no cents (\$5,000.00).

5. **BILLING/PAYMENTS**

The Attorney shall submit her invoices on a monthly basis to the VIPD and DOJ for review and approval. These invoices shall specify the type of service rendered and the time expended. All expenses claimed shall be fully documented with supporting documentation or receipts. Both parties agree that the invoices shall be submitted within five (5) days after the billing period ends.



6. **RECORDS**

The Attorney, including her employees and subcontractors, shall maintain all books, documents, papers, accounting records and other evidence pertaining to time and/or money incurred under this Contract and shall make such materials available to the Government upon request.

7. **PROFESSIONAL STANDARDS**

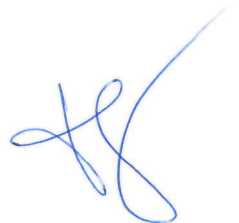
In performing under this Contract, the Attorney shall comply with the American Bar Association's Model Rules of Professional Conduct and to the professional standards applicable to its profession, and to attorneys and the practice of law in the United States Virgin Islands.

8. **LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon the DOJ and VIPD or make the DOJ and VIPD liable to any such persons, firms, associations or corporations for the Attorney her servants, agents or independent contractor(s)' negligence. Likewise, the Attorney, her servants, agents or independent contractors are not liable for the Government's negligence.

9. **ASSIGNMENT**

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



10. **INDEMNIFICATION**

(a) The Attorney agrees to indemnify, defend and hold harmless the DOJ and VIPD arising from her and her firm's negligence.

(b) The Attorney agrees to maintain its existing insurance policy at all times that she performs services for the DOJ. The Attorney agrees to save and hold harmless the DOJ and VIPD from any and all suits arising out of the negligent acts or omissions of the Attorney and her employees.

11. **INDEPENDENT CONTRACTOR**

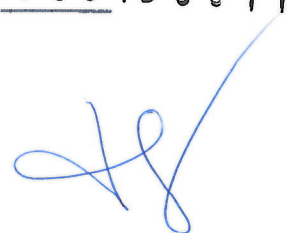
Attorney Terri Griffiths shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. **GOVERNING LAW**

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction over all disputes arising under this Contract is exclusive in the courts of 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**

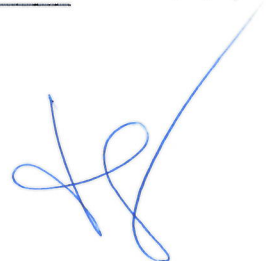
This Contract constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this Contract, are merged herein.

15. **RIGHT TO WITHHOLD**

(a) If a legal malpractice claim is brought against Attorney Griffiths and/or the DOJ and/or VIPD solely based on alleged malpractice of Attorney Griffiths and her firm, the DOJ will have the right to withhold out of any payment due to the Attorney unless the Attorney gives satisfactory assurance to the DOJ that such claims are covered by her insurance carrier.

16. **INSURANCE**

During the term of this Contract, the Attorney shall procure and maintain professional liability insurance on a per claim basis in an amount not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence. The Attorney will provide the DOJ with a copy of the certificate of insurance evidencing compliance with this provision. The Attorney shall be fully liable to the DOJ arising only from the negligence of the Attorney.



17. **GOVERNOR'S APPROVAL**

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

18. **TERMINATION**

Either party will have the right to terminate this contract with or without cause by providing written notice to the other party specifying the date of termination, and all files and records belonging to the DOJ or VIPD shall be turned over to the DOJ pursuant to Section 6 herein.

19. **NON-DISCRIMINATION**

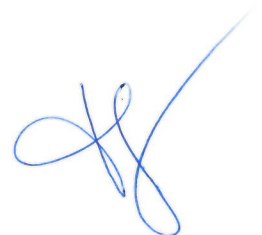
No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, national origin or handicap.

20. **CONFLICT OF INTEREST**

(a) The Attorney will immediately report any conflicts of interest if they should arise.

(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).

21. **EFFECTIVE DATE**

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

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

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: Lloyd T. Bough  
Commissioner Nominee  
Department of Property and Procurement  
Sub Base, Building No. 1  
St. Thomas, Virgin Islands 00802

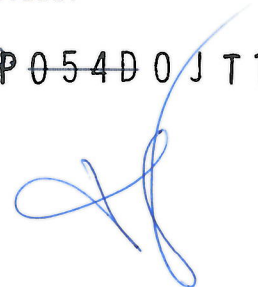
Claude Earl Walker  
Attorney General  
Virgin Islands Department of Justice  
48B-50C Kronprindsens Gade  
GERS Building, 2<sup>nd</sup> Floor  
St. Thomas, Virgin Islands 00802

Contractor Terri Griffiths, Esq.<sup>1</sup>  
Terri@Griffiths-Law.com  
POB 8647  
St. Thomas, VI 00801

23. **FALSE CLAIMS**

The Attorney 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, knowing such claim to be false, fictitious or fraudulent. The Attorney

<sup>1</sup> Terri Griffiths waives certified mail and elects for email service.



thereof, knowing such claim to be false, fictitious or fraudulent. The Attorney acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

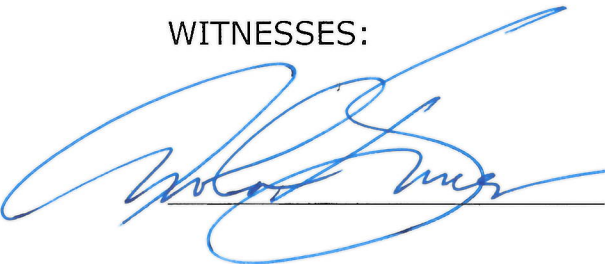
**24. OTHER PROVISIONS**

Addendum I (Scope of Services) and Addendum II (Compensation) attached to this Contract are incorporated into and made a part of this Contract.

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

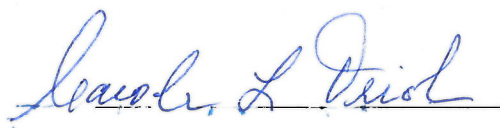
WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS



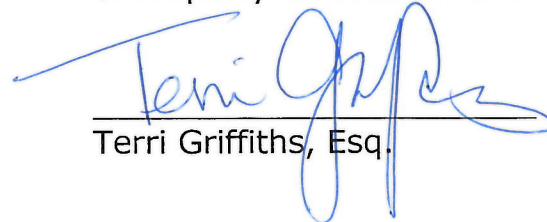
Claude Earl Walker 06/08/17

Claude Earl Walker, Esq. Date  
Attorney General  
Department of Justice



28 Jun 17

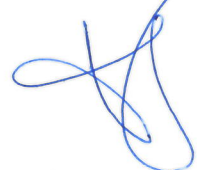
Lloyd T. Bough Date  
Commissioner Nominee, Department  
of Property & Procurement



5/2/2017

Terri Griffiths, Esq. Date

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*K. Mapp*

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

7-20-17  
Date

APPROVED TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE

By: *Andrea J. Jensen, Esq.*  
*AJB*

07/06/2017  
Date

Purchase Order No. \_\_\_\_\_

*[Handwritten signature]*