



AMENDMENT No. 1 OF PROFESSIONAL SERVICES CONTRACT

THIS AMENDMENT made as of the <u>29th</u> day of <u>December</u>, <u>2020</u> 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 BUREAU OF CORRECTIONS** (hereinafter referred to as "Government") and **Correctional Management & Communications Group**, LLC, whose address is 604 N Highway 27, Suite 1, Minneola, FL 34715 (hereinafter referred to as "Contractor").

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. **P086BOCT20** approved by the Commissioner of Property and Procurement on August 26, 2020, (which constitutes and is hereinafter referred to as the "Contract"), the Government contracted with Contractor to provide consultation and training services in corrections, administrative management, and general support services; and

WHEREAS, the Contract expires pursuant to its terms on December 31, 2020; and

WHEREAS, the parties desire to amend the Contract to extend its term by one (1) year and increase the compensation by Eighty-Five Thousand and 00/100 Dollars (\$85,000.00).

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

TERMS AND CONDITIONS

1. The Contract is hereby amended and its term extended by one (1) year by deleting all existing language contained in Paragraph 2 and replacing it with language as follows:

This Contract shall commence on January 1, 2020, and terminate on December 31, 2021.

2. Paragraph No. 3 – Compensation is hereby amended to increase the compensation by Eighty-Five Thousand Dollars and Zero Cents (\$85,000.00) for a total amount not to exceed One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) by deleting all of the existing language contained therein and replacing it with new language as follows:

Initials

Contract No. P031BOCT21





"The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor the sum not to exceed One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) in accordance with the provisions set forth in Amended Addendum II (Compensation), attached hereto and made a part of this Contract."

3. Paragraph No. 4 – Travel expenses is hereby amended to increase the compensation by Five Thousand Dollars and Zero Cents (\$5,000.00) for a total amount not to exceed Ten Thousand and 00/100 Dollars (\$10,000.00) by deleting all of the existing language contained therein and replacing it with new language as follows:

"Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) 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. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed Ten Thousand and 00/100 Dollars (\$10,000)."

- 4. Addendum II of the Contract is revised by deleting all terms contained therein and inserting in lieu thereof all of the terms contained in the new Addendum II, attached hereto as Exhibit "A".
- 5. This Amendment is subject to the approval of the Commissioner of the Department of Property and Procurement and to the appropriation and availability of funds.
- 6. Except as expressly amended in this Amendment, all terms of the Contract remain in full force and effect.

7. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.







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

WITNESSES

GOVERNMENT OF THE VIRGIN ISLANDS

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Winnie Testamark, Director Bureau of Corrections

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Anthony D. Thomas, Commissioner Department of Property & Procurement

12/29/2020 Date

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CORRECTIONAL MANAGEMENT & COMMECTIONAL GROUP, LLC

Carlyle I. Holder, President/CEO Dale Correctional Management & Communications Group, LLC

APPROVED AS TO LEGAL SUFFICIENCY DEPARTMENT OF JUSTICE BY: Assistant Attorney General

PURCHASE ORDER NO.____