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**AMENDMENT No. 1 OF
PROFESSIONAL SERVICES CONTRACT**

THIS AMENDMENT made as of the 10th day of April, 2021 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 **Mattsco Enterprises, Inc. d/b/a Chef’s Catering Service**, whose address is P.O. Box 7976 Christiansted, VI 00823 (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. **P015BOCT21** approved by the Commissioner of Property and Procurement on November 10, 2020, (which constitutes and is hereinafter referred to as the “Contract”), the Government contracted with Contractor to develop and manage a food services program for inmates at the John A. Bell Adult Correctional Facility on St. Croix, U.S. Virgin Islands and the Alexander A. Farrelly Justice Complex on St. Thomas, U.S. Virgin Islands; and

WHEREAS, the Contract expires pursuant to its terms on May 17, 2021; and

WHEREAS, the parties desire to amend the Contract by ending the term on April 11, 2021, delineating positions and duties for Contractor’s staff at both facilities, and increasing the compensation by One Hundred Thousand and 00/100 Dollars (\$100,000.00).

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 to have its term end on April 11, 2021, by deleting the reference to May 17, 2021, in Paragraph 2 and replacing it with April 11, 2021.
2. Paragraph No. 3 – Compensation is hereby amended to increase the same by One Hundred Thousand Dollars and 00/100 Dollars (\$100,000.00) for a total amount not to exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) by deleting all existing language contained therein and replacing it with new language as follows:

Contract No. P070BOCT21

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“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 Fifty Thousand and 00/100 Dollars (\$150,000.00) 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 is hereby amended by increasing the same by Ten Thousand and 00/100 Dollars (\$10,000.00) for a total amount not to exceed Ten Thousand and 00/100 Dollars (\$10,000.00) by deleting all 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 (\$10,000.00).

4. Addendum I 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 I, attached hereto as Exhibit “A”.
5. 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 “B”.
6. This Amendment is subject to the approval of the Commissioner of the Department of Property and Procurement, and the appropriation and availability of funds.
7. Except as expressly amended in this Amendment, all terms of the Contract remain in full force and effect.

8. **FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES**

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



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

WITNESSES

[Signature]

[Signature]

GOVERNMENT OF THE VIRGIN ISLANDS

[Signature]

Wynnie Testamark, Director
Bureau of Corrections

4/9/2021
Date

[Signature]

Anthony D. Thomas, Commissioner
Department of Property & Procurement

4/10/2021
Date

MATTSCO ENTERPRISES, INC.
d/b/a Chef's Catering Service

[Signature]

[Signature]

Ethlyn Matthew
Vice President/Secretary

4/9/2021
Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:

[Signature]
Assistant Attorney General

Date 4/10/2021

PURCHASE ORDER NO. _____