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## MEMORANDUM OF AGREEMENT

**THIS MEMORANDUM OF AGREEMENT** ("MOA") is made this 17th day of June, 20 21 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf the of Department of Public Works, (hereinafter referred to as "Government") and the Office of Lieutenant Governor. (hereinafter referred to as "OLG").

### WITNESSETH:

**WHEREAS** the Government is in need of the services of a Contractor to provide Geospatial Information for the Territory of the Virgin Islands; and

**WHEREAS** **Office of the Lieutenant Governor** Geospatial Information Systems Division is mandated to produce the Territory's land and infrastructure data in useable, digital format, whose duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS** the **Office of the Lieutenant Governor** was selected in accordance with 31 V.I.C. § 239(a)(8); and

**WHEREAS** the **Office of the Lieutenant Governor** of the Virgin Islands 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

Office of the Lieutenant Governor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

### 2. TERM AND EFFECTIVE DATE

This MOA shall be effective upon the date of execution of this MOA by the Commissioner of the Department of Property and Procurement and shall terminate Three years (3) thereafter. The Government in its sole discretion, shall have the option to renew this MOA for a period of one (1) additional year subject to the same terms noted herein, by providing **Office of the Lieutenant Governor** with sixty (60) days written notice of the Government's election to renew.

### 3. COMPENSATION

Department of Public Works in consideration of the satisfactory performance of the services



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described in Addendum I (Scope of Services), agrees to pay Office of the Lieutenant Governor a sum not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) annually in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this MOA.

#### 4. TRAVEL EXPENSES

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 N/A.

#### 5. RECORDS

**Office of the Lieutenant Governor** when applicable, will present documented precise records of time and/or money expended under this Contract.

#### 6. PROFESSIONAL STANDARDS

**Office of the Lieutenant Governor** agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

#### 7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this MOA shall become the property of the Government and shall be turned over to it at the termination of this MOA. The above described materials shall not be used by **Office of the Lieutenant Governor** or by any other person or entity except upon the written permission of the Government.

#### 8. ASSIGNMENT

**Office of the Lieutenant Governor** shall not subcontract or assign any part of the services under this MOA without the prior written consent of the Government.

#### 9. GOVERNING LAW

This MOA shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

#### 10. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this MOA shall be



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valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, 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 MOA, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

#### 11. ENTIRE AGREEMENT

This MOA constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

#### 12. RIGHT TO WITHHOLD

If work under this MOA is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to **Office of the Lieutenant Governor**, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the **Office of the Lieutenant Governor** in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while **Office of the Lieutenant Governor** gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

#### 13. CONDITION PRECEDENT

This MOA shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

#### 14. TERMINATION

Either party will have the right to terminate this Contract with or without cause on **Thirty days (30)** days written notice to the other party specifying the date of termination.

#### 15. PARTIAL TERMINATION

The performance of work under this MOA may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing **Thirty days (30)** days written notice to the **Office of the Lieutenant Governor**. This partial termination shall be effected by delivering to the **Office of the Lieutenant Governor** a Notice of Partial Termination



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specifying the extent to which the term and/or duties under this MOA are terminated and the date upon which such termination becomes effective. The **Office of the Lieutenant Governor** shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the **Thirty days (30)** day notice.

#### **16. 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 MOA on account of race, creed, color, sex, religion, disability, or national origin.

#### **17. CONFLICT OF INTEREST**

Office of the Lieutenant Governor covenants that it has no 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 MOA.

#### **18. NOTICE**

Any notice required to be given by the Terms of this MOA 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**

Anthony D. Thomas  
Commissioner  
Department of Property and Procurement  
8201 Subbase, Suite 4 St. Thomas U.S. Virgin Islands 00802

Derek A. Gabriel  
Commissioner Nominee  
Department of Public Works  
8244 Subbase, St. Thomas U.S. Virgin Islands 00802

Hon. Tregenza A. Roach Esq.  
Lieutenant Governor  
5049 Kongens Gade St. Thomas, U.S. Virgin Islands 00802

#### **19. LICENSURE**

**Office of the Lieutenant Governor** covenants that it has:

- a. obtained all of the applicable licenses or permits, permanent, 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.





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## 20. OTHER PROVISIONS

- I. Addenda I,II,III,IV,V,VI, and VII attached hereto are a part of this MOA and are incorporated herein by reference.

## 21. FALSE CLAIMS

Office of the Lieutenant Governor warrants that it shall not, with respect to this MOA, 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 claims to be false, fictitious or fraudulent. Office of the Lieutenant Governor acknowledges that making such a false, fictitious, or fraudulent claim is an offence under Virgin Islands law.


## 22. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

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

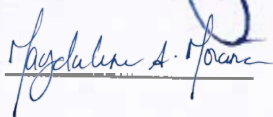
IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

### WITNESSES:

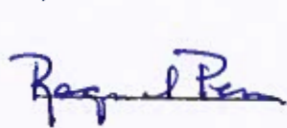
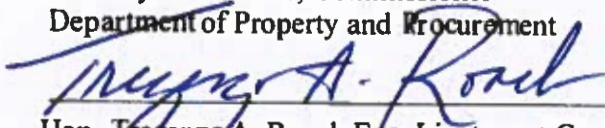
### GOVERNMENT OF THE VIRGIN ISLANDS

  
Derek A. Gabriel Commissioner Nominee  
Department of Public Works

5/19/2021  
Date


  
Anthony D. Thomas, Commissioner  
Department of Property and Procurement

6/17/2021  
Date

  
  
Hon. Tregenza A. Roach Esq. Lieutenant Governor  
Office Of Lieutenant Governor

5/7/2021  
Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:  Date 6/17/2021  
Assistant Attorney General

PURCHASE ORDER NO. \_\_\_\_\_