



MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("MOA") is made this 17th day of September, 2021 in the Territory of the Virgin Islands, by and between the United States Virgin Islands Economic Development Authority, (hereinafter referred to as "EDA") and the Office of Lieutenant Governor, (hereinafter referred to as "OLG") through the Department of Property and Procurement.

WITNESSETH:

WHEREAS EDA is in need of the services of a Contractor to provide Territorial Geospatial Information and facilitate EDA data in useable, digital format; and

WHEREAS OLG Geospatial Information Systems Division which maintains the Territory's real property maps, ownership, Parcels and Estates information, and other United States Virgin Islands Land Infrastructure data in digital format and which 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 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 Office of the Lieutenant Governor will provide EDA with access to its GIS Platform in accordance with the provisions outlined in in Addendum I (Service Provisions, III, IV, V, VI, and VII all attached hereto and made a part of this Agreement.

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 ten (10) years 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 the Office of the Lieutenant Governor with sixty (60) days written notice of the EDA's election to renew.



3. COMPENSATION

United States Virgin Islands Economic Development Authority in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay the 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

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

6. PROFESSIONAL STANDARDS

The 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 the Office of the Lieutenant Governor or by any other person or entity except upon the written permission of the Government.

8. ASSIGNMENT

The 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. INDEPENDENT CONTRACTOR

The Office of the Lieutenant Governor shall perform this MOA as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.



10. 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.

11. WAIVERS AND AMENDMENTS

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

12. 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.

13. 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 the 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 the 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.

14. 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.

15. TERMINATION

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



16. 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 (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 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 (30) day notice.

17. 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.

18. CONFLICT OF INTEREST

The 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.

19. 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

Wayne L. Biggs, Jr.
Chief Executive Officer
United States Virgin Islands Economic Development Authority
8000 Nisky Shopping Center, Suite 620
St. Thomas U.S. Virgin Islands 00802

L. Christopher George,
GIS Administrator on behalf of
Hon. Tregenza A. Roach Esq.
Lieutenant Governor
5049 Kongens Gade #18
St. Thomas Virgin Islands 00802



20. LICENSURE

The 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.

21. OTHER PROVISIONS

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

22. DEBARMENT CERTIFICATION

By execution of this MOA, the Office of the Lieutenant Governor certifies that it is eligible to receive awards using federally appropriated funds and that it has not been suspended or debarred from entering into agreements with any federal agency. The Office of the Lieutenant Governor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT". In the event the Office of the Lieutenant Governor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Office of the Lieutenant Governor or subcontractor agrees that it shall not be entitled to payment for any work performed under this MOA or any subcontract and that the Office of the Lieutenant Governor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

23. FALSE CLAIMS

The 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. The Office of the Lieutenant Governor acknowledges that making such a false, fictitious, or fraudulent claim is an offence under Virgin Islands law.

24. 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

[Handwritten signature]

[Handwritten signature]
Wayne L. Biggs, Jr.
Chief Executive Officer
United States Virgin Islands Economic Development Authority

June 23, 2021
Date

[Handwritten signature]

[Handwritten signature]
Anthony D. Thomas
Commissioner
Department of Property & Procurement

9/17/2021
Date

[Handwritten signature]

[Handwritten signature]
Honorable Tregenza A. Roach, Esq.
Lieutenant Governor
Office of the Lieutenant Governor

7/28/2021
Date

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:

[Handwritten signature]
Assistant Attorney General

9/16/2021
Date

PURCHASE ORDER NO. _____

"DISCLOSURE" means to permit access to or release, transfer, or other communication of personally identifiable information by any means including oral, written, or electronic means, to any party except the party identified or the party that provided or created the record.

"GIS DATA" means data provided by OLG GIS Platform, whether that data originated in Geospatial Information Systems Division of the Office of the Lieutenant Governor or in another entity. "Identifiable Information" means information that can be used to distinguish or trace an individual's or entities' identity, such as their name, Property Tax number, Physical Address, Mailing Address, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual or entity. Identifiable Information also includes other information that, alone or in combination, would foreseeably be combined with other publicly available information to reveal any such particulars.

5/10