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MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("MOA") is made this 6th day of August 2022, 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 Police Department (hereinafter referred to as "Government") and Iowa Department of Transportation (hereinafter referred to as "Iowa Department of Transportation" or "IOWADOT" or "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to provide a crash and citation implementation system along with required maintenance, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the IOWADOT was selected in accordance with 31 V.I.C. § 239(a)(4)¹; and

WHEREAS, IOWADOT 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

IOWADOT will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this MOA.

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 on December 31, 2024. 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 IOWADOT with sixty (60) days written notice of the Government's election to renew.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay IOWADOT a sum not to exceed Four Hundred Twenty-Four Thousand One Hundred Ninety Dollars and No Cents (\$424,190.00) in accordance

¹ The Services were originally procured under allowances in 31 V.I.C. § 239(a)(4) and approved by DPP on January 21, 2020, before changes in the Procurement Statute in Act No. 8436 took effect.



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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 MOA, however, said costs and expenses shall not exceed N/A (\$ N/A).

5. RECORDS

IOWADOT when applicable, will present documented precise records of time and/or money expended under this MOA.

6. PROFESSIONAL STANDARDS

Each party agrees to perform its respective services consistent with the same professional skill and care ordinarily provided by governmental entities performing the same or similar services.

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 IOWADOT or by any other person or entity except upon the written permission of the Government. This does not include any intellectual property which shall be treated as such set forth in Addendum III.

8. PROTECTION OF DATA

IOWADOT agrees to employ any and all security measures as are reasonably necessary to protect against illegal or unauthorized access to any data and/or information that IOWADOT (including its agents and employees) comes to possess as a result of this MOA. IOWADOT agrees not to sell, assign, transfer, or otherwise disclose the record information or any part thereof except for purposes expressly permitted under the Driver's Privacy Protection Act, 18 U.S.C 2721 et. Seq, and Iowa Code §321.11. Transfer means dissemination by written, audio, or electronic means.

9. LIABILITY OF OTHERS

Nothing in this MOA shall be construed to impose any liability upon the Government to persons,



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firms, associations, or corporations engaged by IOWADOT as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations and taxes of IOWADOT of whatsoever nature, including but not limited to unemployment insurance and social security taxes for IOWADOT its servants, agents or independent contractors.

10. ASSIGNMENT

IOWADOT shall not subcontract or assign any part of the services under this MOA, except to Technology Enterprise Group, Inc., without the prior written consent of the Government.

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. INDEPENDENT CONTRACTOR

IOWADOT shall perform this MOA as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

13. 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.

14. RIGHT TO WITHHOLD

Both parties agree to fulfill their duties as described herein and to cooperate in working towards a mutually acceptable resolution in the event of an actual failure to perform. However, if either party fails to perform its duties as described herein after all reasonable efforts at resolution have been exhausted, the aggrieved party shall have the right to seek legal redress as it deems appropriate, including but not limited to the Government's right to withhold payment in an amount not to exceed those set forth in the payment schedule in Addendum II, and/or IOWADOT's right to withhold services and/or data as set forth in Addendum I.

If work under this MOA is not performed in accordance with the terms hereof, Government will



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have the right to withhold out of any payment due to IOWADOT 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 IOWADOT in writing in the event that it elects to exercise its right to withhold.

15. 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.

16. 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.

17. 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 IOWADOT. This partial termination shall be affected by delivering to IOWADOT 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. IOWADOT 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.

18. 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.

19. CONFLICT OF INTEREST

IOWADOT 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.

20. 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:



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GOVERNMENT

ANTHONY D. THOMAS
Commissioner
Department of Property and Procurement
8201 Sub-Base, Suite 4
St. Thomas, VI 00802

RAY MARTINEZ
Commissioner
Virgin Islands Police Department
Criminal Justice Complex
5400 Veterans Drive
St. Thomas, VI 00802

CONTRACTOR

DAVID LORENZEN
Director Systems Operation Division
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010

21. OTHER PROVISIONS

Addendum I (Scope of Services), Addendum II (Compensation), Addendum III (TraCS License Agreement), and Exhibit A (Add-On Software), attached hereto are a part of this MOA and are incorporated herein by reference.

22. DEBARMENT CERTIFICATION

By execution of this MOA, IOWADOT 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. IOWADOT 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 Iowa Department of Transportation or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, IOWADOT or subcontractor agrees that it shall not be entitled to payment for any work performed under this MOA or any subcontract and that IOWADOT or subcontractor shall promptly reimburse the Government for any progress payments heretofore made.



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23. FALSE CLAIMS

IOWADOT warrants that it shall not, with respect to this MOA, make or present any claim upon or against the Government, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious, or fraudulent. IOWADOT acknowledges that making such a false, fictitious, or fraudulent claim is an offence under Virgin Islands law.

24. NOTICE OF FEDERAL FUNDING

IOWADOT acknowledges that this MOA is funded, in whole or in part, by federal funds. IOWADOT warrants that it shall not, with respect to this MOA, make or present any claim knowing such claim to be false, fictitious, or fraudulent. IOWADOT acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

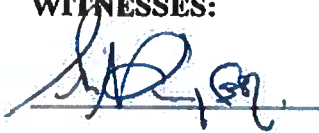
25. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

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.

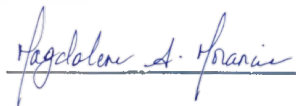
WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS



Ray Martinez, Commissioner
Virgin Islands Police Department


Date



Anthony D. Thomas, Commissioner
Department of Property and Procurement

8/6/2022
Date



CONTRACTOR

David Lorenzen
Director Systems Operations Division
Iowa Department of Transportation

07-20-2022
Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:  Date 8/5/2022
Assistant Attorney General